USFK REGULATION 690-1

CIVILIAN PERSONNEL (690)

Regulations and Procedures - Korean Nationals

04 October 1994

UNCLASSIFIED

HEADQUARTERS
UNITED STATES FORCES KOREA
UNIT #15237
APO AP 96205-0010

Change No. 4
USFK Regulation
No. 690-1

25 July 2000

Civilian Personnel

REGULATION AND PROCEDURES – KOREAN NATIONALS

1. USFK Reg 690-1, dated 4 October 1994, is changed as follows:

Page 2-5, paragraph 2-5, ANNOUNCEMENT OF VACANCIES. In subparagraph 2-5b(5)(f), 2nd line of the last sentence, change "21 days" to read "14 days."

Page 2-10, paragraph 2-11, SUITABILITY AND QUALIFICATIONS. Delete the last sentence in subparagraph 2-11a and replace with the following:

An exception to the maximum age for initial hire or rehire after age 60 may be approved by the Deputy Assistant Chief of Staff, G1 (Civilian Personnel), Eighth United States Army. However, exceptions will be considered only in very unusual cases. For example, when recruitment efforts produce no well-qualified candidates, management may request an exception to the provisions of USFK Regulations 690-1 and 690-118 to appoint an available candidate.

Page 2-15, paragraph 2-12, PRIORITY GROUPS. Renumber subparagraphs 2-12e(3) and 2-12e(4) to read 2-12e(4) and 2-12e(5), and subparagraph 2-12e(3) will read as follows:

(3) Internal candidates (priority group 5) and external candidates (priority groups 6 through 9) may be referred concurrently for KGS/KWB-4 and below positions. When two or more internal candidates are available, they will be selected unless an exception is approved by the CPAC/CPO Director. Internal candidates can only be by-passed when supporting justification is endorsed by the activity director or commander. For an exception to be approved, the justification must provide reasonable job related factors that demonstrate that the internal candidates are not well qualified for the position.

Page 2-15, paragraph 2-12, PRIORITY GROUPS. In renumbered subparagraph 2-12e(4), delete the first sentence and replace with the following:

(4) With the exception of subparagraph 2-12e(3) above, when a candidate is available in a higher priority group, justification must be provided and approved by the CPAC/CPO Director before a position offer is extended for selection of a candidate in a lower priority group.

<u>Page 2-22, paragraph 2-19, ADDED by Change 1, REAPPOINTMENT AFTER AGE 60.</u> Delete subparagraphs 2-19a thru 2-19g and replace with 2-19a thru 2-19j(4) as follows:

2-19. REAPPOINTMENT AFTER AGE 60.

a. Employees reaching age 60 may be reappointed to the position from which retired, with no more than a 3 day break in service, at their request or the request of management. The reappointment will be made on a temporary status for a full three-year period until age 63 only when all four criteria outlined in subparagraph 2-19e below are met. Therefore, reappointment is not automatic.

b. USFK management may exercise an option to reappoint further after age 63 for a one year or less term. Any decision by management is final.

c. Employees reappointed at age 60 prior to 1 August 2000 may be reappointed for a full two year period until age 63 at the subsequent reappointment only when all four criteria provided in paragraph 2-19e below are met.

d. Reappointment decisions will be made by the activity commander or staff principal considering the criteria outlined below.

e. Criteria considered for reappointment decisions for employees reaching age 60 on or after 1 August 2000 are:

(1) The position continues. A position is considered to be continuing even if there is a change in tour of duty, e.g., from part time to full time or full time to part time. Reappointment of an employee to a different tour of duty is to be made because the same basic function that was performed by the employee prior to retirement continues to be performed.

(2) The employee has had no recent performance or conduct problems. Recent is defined as "within the past 3 years". The annual performance appraisal for the three years immediately prior to the mandatory retirement may be used to determine whether performance has been satisfactory or better. Satisfactory conduct and performance can also be assumed in the absence of any documented counseling statements during the past 3 years.

(3) The employee has no physical or health problems which would directly interfere with the successful performance of the work.

(4) Employees in a job category for which a physical fitness test is required under USFK Reg 690-118 must pass the fitness test.

f. Wages and all other monetary entitlements that the employee earned up to the mandatory retirement date, including severance pay, prorated bonuses, and lump sum payment for unused annual leave will be paid off. The reappointed retiree starts a new service period for severance pay and bonuses.

g. Reappointed retirees are considered long term temporary employees and continue to receive the benefits for which they were eligible at the time of retirement, except as provided in chapters 1, 2, 4, 7, 8 and 10.

h. Reappointed retirees will be terminated by the not to exceed date of the appointment. Reappointing a retiree after the not to exceed date is considered a new appointment and requires review by the approving authority.

i. Reappointed employees (age 60 through 62) may be terminated prior to the expiration of their temporary appointment with 14 days advance notice when any of the four criteria in paragraph 2-19e is not met or when the employee is to be displaced under reduction in force procedures. Employees reappointed at age 63 and older may be terminated for any reason prior to the expiration of their temporary appointment with 14 days advance notice. Any decision by management is final.

j. Procedures.

(1) The supervisor or the employee, if under age 63, may request reappointment. All requests should be forwarded to the approving authority for decision. The employee should submit the request for reappointment 6 months prior to the mandatory retirement date.

(2) Approving/disapproving authority is at the activity commander/staff principal level. Activity commanders are defined as commanders or civilian equivalent who report directly to a major subordinate commander. Staff principals are defined as the assistant chiefs of staff or civilian equivalent who report directly to the USFK or the MSC Command Group. This authority may be delegated to one level lower to personnel reporting directly to the activity commander or the staff principal.

(3) The employee will receive an explanation, in writing, at least 60 calendar days prior to the retirement date if a request is denied.

(4) The union has the right to request consultation when management has denied requests for reappointment up to age 63 for reasons outside the criteria described in subparagraph 2-19e, above, or when management has applied any of the criteria incorrectly, i.e., not substantiated. The commander of his/her representative will meet with the union to consult in good faith within 30 days after the commander receives the union's request for consultation. The consultation must take place prior to the employee's retirement date.

2. Post these changes per DA Pam 25-40.

3. File these changes in front of the publication.

4. Additional copies of this change can be obtained by accessing the G6 Intranet at www-eusa.korea.army.mil.

Users are invited to send comments and suggested improvements on DA Form 2028 (Recommended Changes to Publications and Blank Forms) to the Commander, USFK, ATTN: EAGA-CP-SES, Unit #15237, APO AP 96205-0010.

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Change No. 3
USFK Regulation
No. 690-1

12 July 1999

Civilian Personnel

REGULATIONS AND PROCEDURES – KOREAN NATIONALS

1. USFK Reg 690-1, dated 4 October 1994, is changed as follows:

Page 8-3, paragraph 8-4, SETTING PAY RATES. In subparagraph 8-4f, third line of first sentence change the words that read "one full step" to read "two full steps", fourth line of second sentence change the words that read "one step" to read "two steps", and the eleventh line of fifth sentence change the words that read "one step" to read "two steps".

2. Post these changes per DA Pam 25-40.

3. File this change in front of the publication.

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DANIEL J. PETROSKY
Lieutenant General, USA
Chief of Staff

JOHN A. HALL
Assistant Adjutant General

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UNITED STATES FORCES KOREA
UNIT #15237
APO AP 96205-0010

Change No. 2
USFK Regulation
No. 690-1

2 December 1998

Civilian Personnel

REGULATION AND PROCEDURES – KOREAN NATIONALS

1. USFK Reg 690-1, dated 4 October 1994, is changed as follows:

TABLE OF CONTENTS. Insert the following title, paragraph, and page numbers in Chapter 7, Leave Administration, page iii:

Voluntary Leave Transfer Program. 7-11 7-13

CHAPTER 7, LEAVE ADMINISTRATION. Insert the attached pages 7-13 thru 7-18 after page 7-12.

TABLE OF STANDARD PENALTIES, Page E-10, No. 24. At the end of paragraph 24a, replace the period with a comma and add the following:

or participating in actions disruptive of execution of formal agreements and/or understandings between USFK and the KEU.

2. Post these changes per DA Pam 25-40.

3. File this change in front of the publication.

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DANIEL J. PETROSKY
Lieutenant General, USA
Chief of Staff

JOHN A. HALL
Assistant Adjutant General

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Change No. 1
USFK Regulation
No. 690-1

29 July 1996

Civilian Personnel
REGULATIONS AND PROCEDURES - KOREAN NATIONALS

1. USFK Reg 690-1, dated 4 October 1994, is changed as follows:

TABLE OF CONTENTS. Insert the following titles, paragraphs and page numbers in the appropriate chapters:

Reappointment after Age 60.....2-19 2-22

Implementation of New Standards.....9-6.....9-3
Establishment of Development and Training Jobs.....9-7.....9-3

TABLE OF CONTENTS. Delete Chapter 18.

TABLE OF CONTENTS, APPENDIXES. Change the number "8" to read "9" and add appendix I as follows:

I. 260 Day Work Year Chart.....I-1

Page 1-3, paragraph 1-6, POLICY. Delete subparagraph 1-6e and replace with the following:

e. The Republic of Korea (ROK) National Pension Plan went into effect 1 January 1988. It applies to workers employed by businesses employing 5 or more employees, including USFK invited contractors. As an employer, USFK pays the employer portion of the pension plan for its full-time and part-time employees, ages 18 through 59, including employees of the KSC. The plan excludes employees who are age 60 or older, intermittent employees, and temporary full-time employees on appointments of 3 months or less. Employees who are reappointed after mandatory retirement may continue participation in the National Pension Plan paying the full amount, including the employer's portion, of premium payments.

Page 2-6, paragraph 2-7, COMPETITIVE ACTIONS. Add subparagraph e after subparagraph 2-7d.

e. An employee can apply for a vacancy announcement under merit promotion and placement procedures even though the employee has less than six months in his/her current position (see chapter 2, subpara 2-8h(2)(b)), except when the employee has accompanied an activity on

a TOF involving payment of relocation allowance (see chapter 10, subpara 10-3f(5)).

Page 2-10, paragraph 2-11, SUITABILITY AND QUALIFICATIONS. Delete subparagraph 2-11a and replace with the following:

a. Employment age. Minimum employment age is 18. The maximum employment age for the purposes of recruitment and placement is 59. The maximum employment age of 59 is not applicable for employees non competitively reappointed to their former positions with no more than a 3-day break in service. The maximum age for initial hire into fire fighter and guard positions is 35. (Chapter 10 prescribes policy for retirement. Chapter 2 prescribes policy for reappointment beyond age 60.)

Page 2-11, paragraph 2-11, SUITABILITY AND QUALIFICATIONS. Add subparagraphs i and j after subparagraph 2-11h.

i. Applicants not meeting the qualification standards as prescribed above and USFK Reg 690-118, will be rated "not qualified" and will not be referred for consideration by the selecting official. Waivers of qualification requirements for reasons other than to assist in placement of employees affected by a RIF will be used only for exceptionally hard-to-fill positions. Exceptionally hard-to-fill is defined as positions for which no basically qualified candidates (internal or external) are identified either at the full performance or trainee level. When recruitment is extended to consider external candidates, U.S. family members must also be considered. Extended recruitment must be advertised for a minimum period of 30 calendar days.

j. Once it has been determined that no internal or external basically qualified candidates are available at either the full performance or trainee level, applicants requiring a waiver of qualifications will not be referred until approval to waive qualifications has been obtained from the OCPD. Requests for approval of waivers will be submitted through channels to HQ, USFK, ATTN: FKCP-SES, Unit #15237, APO AP 96205-0010. The Osan Air Base and the Korea Support Activity (KOSA) CPOs have approval authority for their serviced activities.

Page 2-14, paragraph 2-12, PRIORITY GROUP. In subparagraph 2-12d(1)(a), first sentence, change the word "Change" to read "Changed."

Page 2-15, paragraph 2-12, PRIORITY GROUP. In subparagraph 2-12e, delete the first sentence and replace with the following:

Current employees, both permanent and temporary, who are in the geographic area of consideration. The term "current employees" includes all U.S. Forces APF and NAF employees, including KSC, KOSA, Dragon Hill Lodge, Air Force, Navy, Army, and DOD, as well as invited contractor employees.

Page 2-17, paragraph 2-12, PRIORITY GROUP. In subparagraph 2-12d, insert the following at the end of the first sentence:

Family members will not be considered for Korean Emergency-Essential positions.

Page 2-21, paragraph 2-17, TYPE OF APPOINTMENT. Delete subparagraph 2-17a(1)(c) and replace with the following:

(c) An employee who, after mandatory retirement, is reappointed to his or her former position under a temporary appointment and with no more than a 3-day break in service.

Page 2-22. Insert paragraphs 2-19a thru 2-19g as follows:

2-19. REAPPOINTMENT AFTER AGE 60.

a. Employees who are age 60, but less than 63, may be reappointed to the position from which retired, with no more than a 3 day break in service, at their request or the request of management. After age 63, only management may exercise the option to reappoint the retiree. Reappointments will be temporary NTE 1 year, and may be to the same or a different work schedule, e.g., from full-time to part-time. Reappointment is not automatic. Reappointment decisions will be made by the activity commander or staff principal after considering the criteria outlined below and any additional criteria considered appropriate.

(1) The position must be a continuing position.

(2) There must have been no performance or conduct problems. The employee's current performance and the annual performance appraisals for the three years immediately prior to the mandatory retirement age will be considered to determine whether performance has been satisfactory or better. Conduct will be verified by the absence of any disciplinary actions during the past 5 years prior to retirement. Disciplinary actions are formal reprimands, suspensions, or removal. A formal reprimand may be considered, even after it has been removed from the OPF, if the reprimand was received within the 5-year period.

(3) The employee has no physical problems that would directly interfere with the successful performance of work.

(4) An employee in a job category for which a physical fitness examination is required under USFK Reg 690-118 must pass the fitness test prior to reappointment.

(5) Employees in emergency-essential positions must have a completed USFK Form 200EK (Korean Employee Emergency-Essential Position Agreement), filed in their OPF.

b. Wages and all other monetary entitlements that the employee earned up to the mandatory retirement date, including severance pay, prorated bonuses, and lump sum payment for unused annual leave will be paid off. The reappointed retiree starts a new service period for severance pay and bonuses.

c. Reappointed retirees are considered long term temporary employees and continue to receive the benefits for which they were eligible at the time of retirement, except as provided in chapters 1, 2, 4, 7, 8 and 10.

d. Reappointed retirees will be terminated by the NTE date of the appointment. Extensions of the temporary appointment are not authorized. Reappointing a retiree after the NTE is considered a new appointment and requires review by the approving authority.

e. Reappointed retirees may be terminated before the expiration of their temporary appointment with 14 calendar days advance notice as provided in subparagraph 10-3i(1).

f. Procedures.

(1) The supervisor or the employee, if under age 63, may request reappointment. All requests must be forwarded to the approving authority for decision.

(2) Approving/disapproving authority will be retained at the activity commander or equivalent and staff principal level. Activity commanders are defined as commanders who report directly to a major subordinate commander.

(3) The employee will receive an explanation if a request is denied.

g. An employee, who is 60 years or older, currently serving on a temporary appointment effected before 1 July 1995, retains all current benefits until terminated from that appointment. The employee may not be extended beyond the current NTE date of that appointment. At the end of the appointment, the employee will receive all wages and other monetary entitlements that were earned up to the termination of that appointment, including severance pay, prorated bonuses, and lump-sum payment for unused annual leave. Any further reappointments will be made IAW this subparagraph.

Page 4-2, paragraph 4-2, DEFINITIONS. Delete subparagraph 4-2p and replace with the following:

p. Reduction in force (RIF) - the release of an employee from his or her competitive level required by the agency because of lack of work or funds, abolishment of position, agency cuts in personnel authorizations or other position and organizational actions.

Page 4-8, paragraph 4-8, NONCOMPETING EMPLOYEES. Delete subparagraph 4-8a(2)(b) and replace with the following:

(b) Reappointed retirees will be terminated before other KN noncompeting employees. Termination will be in the order of date of birth (DOB), with the oldest employee released first. During a RIF, these employees may be displaced by qualified permanent employees including those for whom management has waived qualifications.

Page 4-17, paragraph 4-20, SERVICE COMPUTATION DATE. Add subparagraphs 4-20c(2)(b)(1) and 4-20c(2)(b)(2), as follows:

(1) The total number of days in a pay status will be computed based on a work year of 2080 hours. To determine the number of days worked, divide the hours worked by 8. If the total does not equal to a whole number, round up to the next number (e.g., 7.1 days will be rounded up to 8 days). Use the 260 Day Work Year Chart at Appendix I to convert the days worked to months and days of service to be credited as shown in the example below.

Example: 56 hours worked = 10 days of credit.
940 hours worked = 118 days = 5 months and 14 days of credit.
234 days worked = 10 months and 24 days of credit

(2) Regardless of the number of days or hours an intermittent employee worked in any one pay period, the employee may be credited with no more than the amount of service they could have performed on one full-time work schedule during that period of time (for example, the normal tour of duty for full-time workers is 8 hours per day or 40 hours per week).

NOTE: Separation of up to 3 calendar days between 2 periods of service is not deducted (i.e., is ignored) in computing total service. A deduction from total service is made, however, for any break that totals more than 3 calendar days (i.e., no credit is given for any break in service that totals more than 3 calendar days). When a break in service of up to 3 days falls between 2 periods of service that were performed under different work schedule, the break will be considered a continuation of the first period of service. For example, a break of 2 days between a period of full-time service that was followed by a period of intermittent service will be considered a continuation of the full-time service.

Page 4-18, paragraph 4-20, SERVICE COMPUTATION DATE. Delete subparagraph 4-20e(2) and replace with the following:

(2) All periods of absence without leave (AWOL) or suspension of one or more days will be deducted from the SCD. The basic unit to be charged for AWOL or suspension is one day or 8 hours. Therefore, periods of AWOL or suspension which total less than one day or 8 hours during a calendar year will not be deducted from the SCD nor carried forward into the next year for accumulation and deduction from the SCD. See chapter 7, subparagraph 7-8c.

Page 4-29, paragraph 4-27, QUALIFICATION WAIVERS. In subparagraph 4-27d, delete the first sentence and replace with the following:

d. In an effort to minimize disruption to the work force, the CPO may waive qualifications to offer placement in a vacant position to employees who have received a RIF notice of a CLG.

Page 4-30, paragraph 4-27, QUALIFICATION WAIVERS. In subparagraph 4-27d, delete the last sentence.

Page 7-1, paragraph 7-2, RESPONSIBILITIES. In subparagraph 7-2c(2), change the word "a" to read "an" before the word "earnings".

Page 7-2, paragraph 7-3, TRANSFER OF LEAVE BALANCE. Delete paragraph 7-3 and replace with the following:

Annual or sick leave accumulated while employed by a USFK component will be transferred to any other USFK component, if the employee moves to that component with no break in service. This provision includes transfers between APF, NAF, direct hire and indirect hire. A copy of the employee's leave record must be forwarded to the new employing activity for transmittal to the servicing finance office. No transfer of funds will be made. Leave accumulation (annual or sick leave) during direct/indirect employment is not transferable on change from or to USFK invited contractor status. Annual and sick leave balance will be liquidated at the time of change from USFK employment to USFK invited contractor employment or vice versa. Accrued sick leave will be included in the computation of the employee's severance pay.

Page 7-3, paragraph 7- 5, ANNUAL LEAVE. Delete subparagraph 7-5a(3) and replace with the following:

(3) Employees under a trial period and temporary employees earn 8 hours annual leave upon completion of each complete 4-week pay period, for a total of 104 hours per leave year. Accrual of annual leave at the applicable rate will begin from the first full pay period beginning after 12 July 1985. Employees reappointed after mandatory retirement without a break in service of more than 3 days will retain their appropriate leave category. Partial accrual for a fractional pay

period will not be authorized for employees reappointed after reaching age 60. The reappointed employee begins accruing leave at the beginning of the next full pay period.

Page 7-4, paragraph 7-5, ANNUAL LEAVE. Insert subparagraph (4) after subparagraph 7-5d(3).

(4) Retirees reappointed on or after 1 July 1995 may not carry over annual leave beyond the period of each appointment. Annual leave earned during the reappointment period must be used during that period. All annual leave not used prior to the employee's termination or separation will be lost.

Page 7-5, paragraph 7-5, ANNUAL LEAVE. Insert subparagraph (4) after subparagraph 7-5e(3).

(4) Retirees reappointed on or after 1 July 1995 are not entitled to payment for unused annual leave.

Page 7-6, paragraph 7-5, ANNUAL LEAVE. Add the following at the end of subparagraph 7-5i:

Retirees reappointed on or after 1 July 1995 do not receive lump-sum payments for unused annual leave at the end of the temporary appointment. All annual leave not used prior to the termination or separation of each appointment is lost.

Page 7-6, paragraph 7-5, ANNUAL LEAVE. Insert subparagraph k after subparagraph 7-5j.

k. Advance annual leave. Retirees reappointed on or after 1 July 1995 may be granted a reasonable amount of advance annual leave. The employee's supervisor may approve advance annual leave up to the amount of leave the employee will earn by the anticipated separation date or the NTE date of the appointment. An application for advance annual leave will be documented on an SF-71 (Application for Leave). Supervisors must ensure that there is a reasonable expectation that the employee will be able to reimburse the amount of advance annual leave. If separation or termination occurs prior to liquidation of the advance leave credit, the remaining balance will be repaid by a setoff against final compensation and severance pay.

Page 7-8, paragraph 7-6, SICK LEAVE. Insert subparagraph h after subparagraph 7-6g.

h. At the end of the appointment of a retiree who was reappointed on or after 1 July 1995, the employee may carry forward unused sick leave to the new appointment provided the employee is immediately reappointed without a break in service of more than 3 days. Partial accrual for a fractional period will not be authorized for employees

reappointed after reaching age 60. The reappointed employee begins accruing leave at the beginning of the next full pay period.

Page 7-8, paragraph 7-7, MATERNITY LEAVE. Delete the second sentence in subparagraph 7-7a and replace with the following:

a. Requirement for eligibility is completion of 10 months continuous service immediately preceding the maternity leave. Service credit for maternity leave is transferable from APF activities to NAF activities, and vice versa. However, service credit for maternity leave is not transferable from APF activities or NAF activities to invited contractors, or vice versa, unless the employee's move was a management initiated action such as contracting out.

Page 7-8, paragraph 7-7, MATERNITY LEAVE. Delete subparagraph 7-7b(1) and replace with the following:

(1) Employees are authorized a maximum of 60 continuous calendar days with pay in connection with childbirth. Pay will be set at the non-overtime rate for the number of hours in their normally scheduled tour of duty. Normally, half of the maternity leave is available for use before childbirth and the other half after childbirth. The time frames before and after the date of childbirth may be adjusted based on employee's request or mission requirements provided no less than 30 days is available for use after delivery.

Page 7-8, paragraph 7-7, MATERNITY LEAVE. Delete subparagraph 7-7b(3) and replace with the following:

(3) At least 8 weeks before the expected date of delivery, the employee will submit a request for maternity leave to the supervisor. A physician's certificate indicating the expected date of delivery must accompany the request. Upon return to duty, the employee will furnish a physician's certificate establishing the DOB of the child.

Page 7-8, paragraph 7-7, MATERNITY LEAVE. Delete subparagraph 7-7d.

Page 8-2, paragraph 8-4, SETTING PAY RATES. Delete subparagraph 8-4d(2) and replace with the following:

(2) When employment status is CLG on a voluntary basis between APF and NAF, between direct hire and indirect hire (KSC), or between invited contractor and direct/indirect hire, the employees will be paid their current rate (i.e., base pay plus CAP), NTE the top step including CAP of the grade to which appointed. When the current combined rate falls between two steps of the lower grade, the lower step will be used. This includes CLG at personal request or in response to a vacancy announcement, provided the employee is not under a warning notice for poor performance or conduct, in which case the pay will be set IAW subparagraph 8-4h(2).

Page 8-2, paragraph 8-4, SETTING PAY RATES. In subparagraph 8-4d(3), change "subparagraph 8-4e" to read "subparagraph 8-4f".

Page 8-2, paragraph 8-4, SETTING PAY RATES. Insert subparagraph (5) after subparagraph 8-4d(4).

(5) When reappointing a retiree on or after 1 July 1995, the employee's pay will be set at pay step 3 of the employee's pay grade or at the retired pay step if it is below step 3.

Page 8-3, paragraph 8-4, SETTING PAY RATES. Delete subparagraphs 8-4h(1)(b) and (c) and renumber subparagraphs 8-4h(1)(d),(e),(f) and (g) to subparagraphs 8-4h(1)(b),(c),(d) and (e).

Page 8-4, paragraph 8-4, SETTING PAY RATES. In subparagraph 8-4h(1)(c), change line 5 as reads "CLS" to read "CLG" and change line 8 as reads "12" to read "13."

Page 8-4, paragraph 8-4, SETTING PAY RATES. Delete subparagraph 8-4h(2) and replace with subparagraphs 8-4h(2), 8-4h(2)(a), and 8-4h(2)(b) as follows:

(2) Employees CLG due to unsatisfactory performance are not eligible for saved pay rates described above. Pay will be fixed as follows:

(a) For employees who have held no other position prior to being demoted, pay will be set at step one of the lower grade.

(b) For employees who were promoted to the position from which being demoted, pay will be set at the step last held prior to the promotion. If the demotion is to a lower grade than that from which promoted, pay will be set at the step which is closest to, but does not exceed, the pay rate last held prior to promotion.

Page 8-4, paragraph 8-4, SETTING PAY RATES. In subparagraph 8-4h(3), line 4, change the word as reads "included" to read "includes."

Page 8-4, paragraph 8-4, SETTING PAY RATES. In subparagraph 8-4h(4) insert the word "they" after the word "that" on the second line.

Page 8-7, paragraph 8-8, OVERTIME RATES. Insert subparagraph e after subparagraph 8-8d as follows:

e. The proper method for computing overtime when there are regular hours worked, overtime hours worked, and approved paid absences during an administrative workweek is provided in the following examples.

EXAMPLE 1. An employee whose scheduled tour of duty is ten hours a day took 10 hours of compensated leave. In this example, the 2 hours in excess of 8 hours is compensated at regular rates. No time spent on paid absences may be compensated at overtime rates under any circumstances. The 2 hours in excess of the 8 hours will not count toward the weekly threshold at which overtime rates apply. An employee (using this example) who works 9 hours and takes 1 hour of paid leave is paid at the regular rate for 9 hours (8 hours worked and 1 hour paid leave) and at the overtime rate for 1 hour because the employee worked 1 hour more than 8 hours on this day.

EXAMPLE 2. An employee whose scheduled tour of duty is 8 hours a day, six days per week, Monday through Saturday, took 4 hours annual leave on Saturday. There were no other compensated absence hours during the week. The 4 hours worked on Saturday are compensated at the regular rate. Even though the weekly threshold was exceeded, the employee actually worked only 4 hours on Saturday; an overtime situation cannot be created by a paid absence. However, if the employee (using this example) worked 5 hours on Saturday, the 1 hour out of the 5 hours actually worked would be paid at the overtime rate. Had this same employee taken a paid absence for 8 hours on each day, Monday through Wednesday, and then worked 8 hours each from Thursday through Saturday, the 4 hours on Saturday would be paid at the overtime rate because the employee actually worked the hours in excess of the weekly threshold. In all cases, the hours actually worked in each day are counted first to determine the daily and the weekly threshold for overtime.

EXAMPLE 3. An employee whose tour of duty is 10 hours per day took 5 hours paid leave in the morning and worked 5 hours in the afternoon. In this case, the employee will be compensated at the regular rate for the entire day. Time spent in paid leave status will not create an overtime situation. In all cases when computing daily overtime entitlements, an employee must have actually worked more than 8 hours in a day to be eligible for overtime pay for any work in that day.

Page 8-8, paragraph 8-9, STEP INCREASES. Add the following at the end of subparagraph 8-9a(1):

STEP	2 or 4-WEEK PAY PERIOD	MONTHLY PAY PERIOD
12 to 13	156 weeks	36 months

Page 8-8, paragraph 8-9, STEP INCREASES. Insert subparagraph (4) after subparagraph 8-9a(3) as follows:

(4) Retirees reappointed on or after 1 July 1995 do not receive within grade increases.

Page 8-10, paragraph 8-11, SEVERANCE PAY. Insert subparagraph (3) after subparagraph 8-11b(2) as follows:

(3) An employee who retires and is reappointed on or after 1 July 1995 has a break in service for severance pay eligibility. The reappointed retiree begins a new service period for severance pay. At the end of the appointment of a retiree who was reappointed on or after 1 July 1995, the employee may carry forward creditable service for severance pay to the new appointment provided the employee is immediately reappointed without a break in service of more than 3 days.

Page 8-10, paragraph 8-11, SEVERANCE PAY. Add the following at the end of subparagraph 8-11c(1):

An employee, who is age 60 or older and currently serving on a temporary appointment effected before 1 July 1995, retains eligibility for the additional month of normal wages until separated from the appointment. The additional month of normal wages does not apply to separations of retirees who are reappointed on or after 1 July 1995.

Page 8-10, paragraph 8-11, SEVERANCE PAY. Add the following at the end of subparagraph 8-11c(2):

Unused sick leave of a retiree who was reappointed on or after 1 July 1995 will be used in calculating severance pay only when the employee is terminated without a subsequent reappointment or the employee is reappointed with a break in service of more than 3 days.

Page 8-11, paragraph 8-11, SEVERANCE PAY. Add the following at the end of subparagraph 8-11c(7):

No transfer of funding will be made. **NOTE**: Currently, there are three different qualifying periods used for severance pay, except for USFK invited contractors. (1) 1 May - 30 April for all USFK APF and NAF employees (excluding NAF employees of Air Force). (2) 1 April - 31 March for all NAF employees of Air Force. (3) 1 July - 30 June for all KOSA employees. Therefore, whenever an employee moves between USFK components having different qualifying periods for severance pay, the CPO of the gaining activity will ensure that the employee's creditable service for severance pay is properly indicated in the remarks section of the Standard Form 50-B before transmittal to the servicing finance office. Immediate action will be taken to correct any overpayment or underpayment of severance pay. Creditable service is not transferable between direct/indirect employment and USFK invited contractor employment. Therefore, creditable service for severance pay will be liquidated on change from direct/indirect hire to USFK invited contractor hire or vice versa (e.g., from USFK invited contractor hire to KOSA hire).

Page 8-12, paragraph 8-12, BONUSES. In subparagraph 8-12a(4), first line, change the word that reads "one" to read "two" and the word that reads "month's" to read "months'" and add the following at the end of the sentence: The Lunar New Year bonus was increased from one month's pay to two months' pay effective 1 July 1996.

Page 8-12, paragraph 8-12, BONUSES. Insert subparagraphs (6), (7) and (8) after subparagraph 8-12(b)(5) as follows.

(6) An employee who retires and is reappointed on or after 1 July 1995 has a break in service for bonus eligibility. The reappointed retiree begins a new service period for bonuses. At the end of the appointment of a retiree who was reappointed on or after 1 July 1995, the employee may carry forward creditable service for bonuses to the new appointment provided the employee is immediately reappointed without a break in service of more than 3 days.

(7) Creditable service for bonuses is transferable between APF and NAF organizations, between EUSA activities and any other USFK activities which have their own CPO, e.g., 501st MI, or between direct hire and indirect hire (i.e., KSC). Bonuses will not be liquidated at the time of change in employment (e.g., from NAF to APF). Changes in employment between APF, NAF, direct hire and indirect hire without a break in service will not be considered a change in employment conditions. No transfer of funding will be made.

(8) Creditable service for bonuses is not transferable between direct/indirect employment and USFK invited contractor employment. Therefore, creditable service for bonuses will be liquidated on change from direct/indirect hire to USFK invited contractor hire or vice versa (e.g., from USFK invited contractor hire to KOSA).

Page 8-14, paragraph 8-13, RELOCATION ALLOWANCE. Add the following at the end of subparagraph 8-13c(1)(b):

This applies regardless of which system the employee moves to or from (e.g., from APF to APF or between APF and NAF, or direct/indirect hire and invited contractor).

Page 8-18, paragraph 8-18, SUPERVISORY DIFFERENTIAL. In subparagraph 8-18a, add the following at the end of the first sentence:

The supervisory differential is treated as part of pay for purposes of computing and paying premium rates in the same manner as base pay and CAP.

Page 8-20, paragraph 8-19, TUITION ASSISTANCE. In subparagraph 8-19a(1), change cited reference as reads "subparagraph 9-11b(2)" to read "subparagraph 8-11b(2)".

Page 9-3, paragraph 9-4, POSITION REVIEWS. Change paragraph title to read "POSITION REVIEWS AND MANAGEMENT", insert a. in front of the paragraph after the paragraph title and add subparagraph 9-4b as follows:

b. During position reviews organization restructuring options should be provided to reduce supervisory layering and promote sound structures.

Page 9-3. After paragraph 9-5, add paragraphs 9-6 and 9-7 as follows:

9-6. IMPLEMENTATION OF NEW STANDARDS. Series, title, and grade changes called for by the issuance of new USFK Pam 690-500 will be implemented within 180 days of receipt of the new pamphlet.

9-7. ESTABLISHMENT OF DEVELOPMENTAL AND TRAINEE JOBS. Establishment of developmental and trainee jobs is authorized as "variants" to the standardized job descriptions provided in USFK Pam 690-500. Such positions will use the appropriate job numbering codes. Such positions will clearly identify their developmental nature in the introductory paragraph which will also identify the target position and any intermediate level positions.

Page 10-4, paragraph 10-3, PROCEDURES. In subparagraph 10-3f(1)(b), delete the second sentence.

Page 10-4, paragraph 10-3, PROCEDURES. Delete subparagraph 10-3f(2) through (9) and replace with 10-3f(2),(3),(4),(5), and (6) as follows:

(2) Employees who are age 60 or older may be reappointed IAW the provisions of chapter 2, paragraph 2-19.

(3) If management decides not to reappoint the retiring employee, timely recruitment actions must be initiated to fill behind employees approaching mandatory retirement to facilitate selections before the scheduled retirement. When recruitment produces no eligible candidates, the organization should be assessed for potential trainees who could move into the position through job restructuring. Any SF 52-Bs to effect the retirement of employees and recruit replacements must be provided to the servicing CPO NLT 60 days before the end of the month the employee reaches age 60.

(4) When an employee has accompanied an activity on a TOF involving payment of relocation allowance, reappointment is authorized, without prior approval, for the period of time that allows the employee to complete six months of service at the new location. Reappointment beyond the six-month period is subject to the requirements in chapter 2, paragraph 2-19.

(5) The DOB to be used as the basis for determining the mandatory retirement age for KN employees is as follows:

(a) For KN employees who have changed their DOB through the servicing CPO prior to 12 July 1985, the changed DOB will be used to determine the employee's mandatory retirement date. Employees who changed their DOB prior to 12 July 1985 nullified the DOB used on their original appointment.

(b) For KN employees who have changed their DOB through their servicing CPO and/or the Korean legal system on or after 12 July 1985, the DOB used on the original appointment will be used regardless of when they were originally hired, i.e., before or after 12 July 1985. However, there were a few DOB changes approved by the OCPD after 12 July 1985. These actions will be honored as approved and should be on file in the servicing CPO concerned. No future requests for DOB changes will be considered by OCPD.

(6) Employees aged 55 or over may request early retirement and receive payments based on involuntary separation. Such requests must be reviewed and approved at least one level above the employee's immediate supervisor.

Page 12-5, paragraph 12-7, FORMAL REPRIMANDS. In subparagraph 12-7f, first sentence, change the words "7 days" to read "14 days".

Page 13-8, paragraph 13-6, APPEAL PROCEDURES. In subparagraph 13-6t, delete the second sentence and replace with the following:

The employee is entitled to the full amount of total pay he would have received if the absence had not occurred. This includes overtime, holiday pay, night differential, and service credit for within grade increases, bonus computations, and severance payments just as if the employee had been present for duty. If the removal is modified to a suspension, the employee is entitled to no pay for the period of the suspension. Service credit for bonuses, within grade increases and severance payments, then depends on the period of the suspension.

Page 14-6, paragraph 14-6, RATING PERFORMANCE ELEMENTS. In subparagraph 14-6e, first sentence, delete the words "30 day."

Page 16-6, paragraph 16-8, LENGTH OF SERVICE AWARDS. In subparagraph 16-8b, delete long term service cash awards chart and replace with the following chart:

Years of Service	Cash Award
10	Won amount equivalent to $325
15	Won amount equivalent to $420
20	Won amount equivalent to $515
25	Won amount equivalent to $610
30	Won amount equivalent to $705
35	Won amount equivalent to $800
40	Won amount equivalent to $895

Page 18-1, CHAPTER 18, EMPLOYEE SERVICE RECORD CARDS. Delete the entire chapter.

Page B-1, APPENDIX B. Remove pages B-1 and B-2, and replace with pages B-1, B-2, and B-3.

Page I-1, APPENDIX I. Insert appendix I, page I-1, 260 Day Work Year Chart, after appendix H.

2. Post these changes per DA Pam 310-13.

3. File this change in front of the publication.

The proponent of this regulation is the Office of the Civilian Personnel Director. Users are invited to send comments and suggested improvements on DA Form 2028 (Recommended Changes to Publications and Blank Forms) to the Commander, USFK, ATTN: FKCP-SES, Unit #15237, APO AP 96205-0010.

FOR THE COMMANDER:

OFFICIAL:

MYRNA C. PHIFER
Assistant Adjutant General

RICHARD F. TIMMONS
Lieutenant General, USA
Chief of Staff

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USFK Regulation
No. 690-1

4 October 1994

(Effective 4 November 1994)
Civilian Personnel
REGULATIONS AND PROCEDURES - KOREAN NATIONALS

SUPPLEMENTATION. Issue of further supplements to this regulation by subordinate commands is prohibited unless prior approval is obtained from HQ, USFK, ATTN: FKCP-SES, Unit #15237, APO AP 96205-0010.

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*This regulation supersedes USFK Reg 690-1, 12 July 1985.

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CHAPTER 1

INTRODUCTION

1-1. PURPOSE. The purpose of this regulation is to establish policies and procedures for the uniform administration and management of Korean National (KN) employees of the United States Forces, Korea (USFK). It assigns responsibility for implementation of the policies and procedures.

1-2. APPLICABILITY. This regulation applies to the following organizations with exceptions noted:

a. All Department of Defense (DOD) components and agencies in Korea that employ direct-hire KN civilians paid from funds appropriated by the Congress of the United States (U.S.) or from funds generated by U.S. nonappropriated fund instrumentalities (NAFI). Includes the Korea Support Activity (KOSA) and Dragon Hill Lodge.

b. USFK invited contractors except as modified by chapter 19.

c. Except where cited, this regulation does not specifically apply to the Korean Service Corps (KSC). This regulation will be used as additional guidance by the proponent responsible for policies and procedures for the KSC.

d. This regulation does not cover individual DOD members or activities conducting business as private associations, who employ individual KN employees and pay such employees from private funds. Persons so employed are commonly called personal hire employees.

e. This regulation does not contain information that affects the Unit Manning System.

1-3. REFERENCES. Required and related publications are listed in appendix A.

1-4. EXPLANATION OF ABBREVIATIONS. Abbreviations used in this regulation are explained in the glossary.

1-5. RESPONSIBILITIES.

a. The USFK Joint Labor Affairs Committee (JLAC) serves as the medium through which the military component commanders (Army, Air Force, and Navy) coordinate the development of civilian personnel policies and plans. The USFK JLAC is responsible for implementing those policies; coordinating the matters to be negotiated with employee unions; recommending compensation schedules and conditions of employment; and otherwise coordinating the administration of a uniform personnel system within Korea.

(1) The JLAC has three voting members, one from each military service. One associate (nonvoting) member from KOSA, and other associate members and advisors may be appointed to the JLAC as deemed necessary by the committee.

(2) The Civilian Personnel Director (CPD), USFK, serves as chairperson.

(3) Normally, the members representing the military services will be the CPD of the respective in-country service component.

(4) The JLAC will establish subcommittees and internal operating procedures as deemed necessary by the committee.

b. In-country commanders of the military services, KOSA, and other associate members, will--

(1) Appoint a representative to serve on the JLAC.

(2) Ensure that personnel under their jurisdictions are informed and uniformly comply with the policies and procedures contained in this regulation and/or developed by the JLAC.

c. The Commander, USFK, will assign responsibility for providing administrative and logistical support to the JLAC.

d. Commanders, managers, and supervisors at all levels will--

(1) Ensure the effective management and utilization of employees under their jurisdiction.

(2) Ensure training of supervisors and timekeepers in civilian time and attendance (T&A) responsibilities and reporting procedures and comply with AR 37-105, DA Pam 37-2, and 7th AF Reg 177-2.

e. The CPD, USFK, will monitor the application of the provisions of this regulation to ensure USFK-wide compliance. Informal coordination with concerned organizations listed in paragraph 1-2 is expected to resolve most issues. Matters which cannot be resolved informally will be brought to the JLAC for resolution.

f. The USFK civilian personnel officers (CPOs)/directors/managers will provide management advice and central personnel administration services for employees and managers (including those of invited contractors) in assigned geographic and organizational areas of responsibility.

g. Invited contractors will appoint a senior manager (normally a U.S. citizen) to accomplish duties otherwise identified to be accomplished by the Civilian Personnel Officer.

h. Contracting officers will ensure compliance by invited contractors with the USFK personnel policies contained in this and other regulations.

1-6. POLICY.

a. The KNs will be used as extensively as possible to reduce the need to import civilian workers into Korea.

b. Personnel management practices will be applied uniformly to all elements of USFK.

c. The administration and employment of KNs will conform with Korean laws and customs when practices are compatible with basic management needs and military requirements of USFK.

d. Wage rates and benefits for KN employees will be established according to applicable DOD procedures. They are determined by locality wage surveys based on compensation practices of reputable Korean firms and Republic of Korea Government (ROKG) agencies.

e. The Republic of Korea (ROK) National Pension Plan went in to effect 1 January 1988. It applies to workers employed by businesses employing 5 or more employees and includes foreign organizations operating in Korea employing 5 or more KNs. Within USFK, the pension plan applies to full-time and part-time employees, ages 18 through 59, including employees of invited contractors and the KSC. The plan excludes employees who are 60 years old or older, intermittent employees, and temporary full-time employees on appointments of 3 months or less.

f. Employment, development, and advancement of KN employees will be based on merit.

(1) The offering or acceptance of any gratuity by anyone concerning any employment matter is prohibited. The acceptance or offering of any gratuity, or the involvement of current employees in such activities, will be grounds for removal.

(2) There will be no discrimination in employment of KNs because of race, age, sex, marital status, religion, or physical handicap, if that handicap does not incapacitate a candidate for the duties of the position sought. These nondiscrimination policies do not restrict or impede specific provisions contained elsewhere in this regulation regarding basic employment conditions.

g. The KN intern positions. A formally designated KN intern position must meet all the following conditions:

(1) Is developed to meet the component's needs and requirements for the development of skilled professional personnel.

(2) Is designated as an intern position in a two-grade interval series with an offer of career progression to the journeyman level.

(3) Is announced to employees and supervisors, and standard selection procedures are used.

(4) Is fully implemented with a formal (written) training plan for each level of progression.

h. Persons normally may not be employed in more than one full-time position at any one time. CPOs may grant exceptions when warranted.

CHAPTER 2

RECRUITMENT AND PLACEMENT

2-1. GENERAL. This chapter establishes policy and procedures for promotion and inservice placement actions and explains how qualified KN employees are assigned or promoted to vacant positions based on merit. Merit is determined by performance, experience, education, and employment record.

2-2. RESPONSIBILITIES.

a. Commanders of USFK, major and separate major commands, and assigned units will--

(1) Implement this chapter in their area of responsibility.

(2) Inform commanders, selecting officials, and employees of the provisions of this chapter.

b. Commanders, selecting officials, and supervisors will--

(1) Forecast personnel needs and initiate action to ensure timely quality placement.

(2) Consider all candidates referred and give reasons for selection. Reasons for selection must relate to knowledge, skill, and abilities (KSAs) of the candidate selected. The reason for nonselection must be given when deviating from the order of priority referral.

(3) Post vacancy announcements on activity bulletin boards and bring to the attention of subordinate personnel.

(4) Release employees selected for promotion or reassignment.

c. Employees will--

(1) Check bulletin boards and vacancy announcements and apply for vacancies for which they feel qualified.

(2) Ensure their official personnel records contain proof of pertinent education, training, and experience acquired. Employees will report changes or additions to the servicing CPO.

(3) Inform the CPO when no longer interested in jobs for which they have applied.

d. The CPO will--

(1) Provide technical guidance and staff assistance to commanders, supervisors, and employees, on the merit system.

(2) Assist commanders, operating officials, and supervisors in--

(a) Planning early recruitment to fill anticipated vacancies.

(b) Using space authorizations effectively.

(3) Consider qualified and available candidates equally for vacant positions.

(4) Evaluate system effectiveness periodically to ensure that the merit promotion system is being fully implemented and identify areas that need changes in policy or procedures.

(5) Conduct periodic internal audits of promotion and placement actions to ensure compliance with this chapter.

2-3. DEFINITIONS. This chapter uses the following definitions:

a. **Applicant** - a person who has applied for consideration for a job with USFK. An applicant may be a current appropriated fund (APF) or nonappropriated fund (NAF) employee of USFK or a person not currently employed as a USFK APF or NAF employee.

b. **Area of consideration** - the area in which the agency makes an intensive search for eligible candidates in a specific promotion action. The minimum area is the area designated by the promotion plan in which the agency should expect to locate sufficient high quality candidates to fill vacancies for positions covered by the plan.

c. **Break in service** - when an employee is separated and no longer employed by the USFK. A separation of more than three calendar days is considered a break in service.

d. **Candidate** - an applicant who meets all established qualification requirements, bona fide selective placement factors (if any), and priority group eligibility requirements.

e. **Change to lower grade (CLG)** (also called demotion) - a personnel action that moves an employee to a lower graded position. This includes movement to a position in a different pay plan with a lower representative rate.

f. **Commuting area** - the local geographic area that usually includes any population center (or two or more neighboring ones) and the surrounding localities. This is the area in which people live and can be expected to travel back and forth daily to their usual place of employment.

g. **Competitive area (CA)** - the organizational unit and geographical boundaries that employees compete in a RIF.

h. **Continuing position** - a position expected to continue at least 90 days. A continuing position may be permanent or temporary with any type of work schedule (e.g., full-time, part-time, or intermittent) in either the APF or NAF work force.

i. **Days** - calendar days.

j. **Promotion** - the change of an employee to a position at a higher grade level. A promotion may be in the same job classification system and pay schedule, or in a different job classification system and different pay schedule.

2-4. RESTRICTIONS ON EMPLOYMENT OF RELATIVES AND PERSONAL FAVORITISM.

a. Relatives as used in this paragraph include: aunt, brother, brother-in-law, daughter, daughter-in-law, father, father-in-law, first cousin, grandchild, grandparent, half brother, half sister, husband, mother, mother-in-law, nephew, niece, sister, sister-in-law, son, son-in-law, stepbrother, stepdaughter, stepfather, stepmother, stepsister, stepson, uncle, and wife.

b. A public official is anyone who by law, rule, regulation, or delegation, has appointment or promotion authority, or authority to recommend employees for appointment or promotion. Any supervisor at any grade level, who has authority to appoint or promote, or to recommend the appointment or promotion of employees, is a public official.

c. A public official may not recommend verbally or in writing, a relative's appointment, employment, promotion, or advancement, anywhere in the official's own organization. This also applies to the organization over which the official exercises jurisdiction or control. This prohibition includes--

(1) Referral for consideration. Any action that reveals an interest in helping a person's consideration for appointment, employment, promotion, or advancement. This includes referring a relative for consideration to a subordinate employee, letters of introduction, and transmittal of applications.

(2) A personnel or placement officer who has authority to appoint or promote, or to recommend the appointment or promotion of employees, is a public official. They are prohibited from selecting, advocating, or recommending relatives for positions.

d. Relatives will not be assigned to the same office or organizational element. (See subpara 2-4e for an exception to this rule.)

(1) Relatives will not be employed in the same organization, including, if applicable, subordinate divisions or branches, when all employees in the organization are located in the same general area; for example, in one building. The following examples may be used in determining when employment of relatives is not appropriate--

(a) In the same directorate or office including their subordinate divisions or branches; e.g., Assistant Chief of Staff (ACofS), Resource Management (RM), USFK and Eighth United States Army (EUSA); Osan Civilian Personnel Flight (CPF).

(b) In the same club or dining facility.

(2) Supervisors or employees may not select or advocate selection of any relative for any position, whether supervised or not.

e. Employees are responsible for identifying their relatives employed by USFK. When the assignment of an employee will violate restrictions on employment of relatives (see subpara 2-4d), the servicing CPO will try to offer an alternate placement, when possible. An employee's assignment right under RIF, takes precedence over restrictions on employment of relatives and personal favoritism.

(1) When a supervisor marries a subordinate, the appointing authority must prescribe procedures to ensure proper personnel actions. In this case, an involuntary reassignment may be appropriate. Each case is to be evaluated separately, taking into account the specific circumstances involved. An appropriate action is for management to give one of the parties the opportunity to decide to leave. If the parties involved do not make a decision on which will leave, management will take action. Both employees will be screened against all vacancies within the CPO serviced area and given an involuntary reassignment. In view of the sensitivity and possible legal implications in addressing this situation or potential nepotism situation, the CPO, Labor Relations Division, should be involved immediately.

(2) When relatives are reassigned in the same office or organizational element by RIF procedures, the CPO will offer alternative placement by screening vacancies within the CPO serviced area. The employee who was placed into the organization element by RIF will be reassigned to the first available position for which they meet qualifications as specified by USFK Reg 690-118. The CPO, Labor Relations Division, should be involved when this situation exists.

2-5. ANNOUNCEMENT OF VACANCIES.

a. Supervisors will submit an SF 52-B (Request for Personnel Action) through appropriate channels to their servicing CPO when they know a position is to be filled. Once the supervisor has submitted the SF 52-B, the servicing CPO will prepare and distribute placement and promotional opportunity announcements. Supervisors will encourage employees to apply under vacancy announcements.

b. The CPO will--

(1) Widely publicize information on vacant positions subject to the merit promotion and placement procedures.

(2) Obtain qualified candidates. Jobs requiring proficiency in English will be advertised in English. Jobs which do not require English, or only a very low level of English written comprehension, will be advertised in both English and Hangul.

(3) Ensure potential employees in the area of consideration know about the vacancy.

(4) Establish a standard distribution list for each area of consideration.

(5) Publish positions in vacancy rosters or numbered announcements identified by the words "Merit Promotion and Placement Announcement." Number announcements consecutively by fiscal year (FY), preceded by a symbol to identify the CPO and the program. The Recruitment and Placement Branch of the servicing CPO will maintain a central announcement register and the record copy of published announcements. As a minimum, an announcement will contain the following:

(a) Title, pay plan, series, grade, salary/salary range, organization, and location of the position.

(b) A summary of major duties to be performed.

(c) Summary of minimum qualifications required for the position.

(d) A listing of the KSAs to be used as selective factors. The position description will be used to determine KSAs.

(e) Opening and closing dates. Announcements will be distributed before the opening date and remain open for at least 7 days.

(f) Who may apply and the area of consideration (geographic or organizational) from which applications will be accepted. The minimum area of consideration for KGS-12 positions and above is component-wide. If there are sufficient eligible candidates available within the component service for KGS-11 positions and below, a USFK-wide announcement will not be made. The labor market condition controls when an announcement is open to applicants outside the current work force. Positions announced Korea-wide must remain open a minimum of 21 days.

(g) A statement regarding entitlement to preferential consideration based on established priority groups. Placement preference is applied using priority groups in descending order, priority 1 (highest) to priority 9 (lowest).

(h) Information on how and where to apply.

(i) The statement "It is the policy of USFK to employ based on qualifications and merit. No employee may request, offer, or accept gratuity, in exchange for employment or promotion within USFK, nor may they interfere with applicants exercising their rights to apply for consideration. Any employee guilty of practices is subject to removal from USFK employment. Anyone aware of acts contrary to this policy is urged to immediately contact the servicing CPO or HQ USFK, OCPD, ATTN: FKCP-SES, Unit #15237, APO AP 96205-0010, commercial telephone: 7914-4106 or military telephone: 724-4106."

(j) Selective placement factors. Include tours of duty, work conditions, and travel.

(6) Normally not accept applications after the closing date of an announcement unless late receipt of the application is caused by reasons for which the applicant is not responsible.

2-6. POSITIONS CANCELLED/WITHDRAWN. If a position is cancelled or withdrawn after notification of a mandatory placement or placement offer, the CPO will return the SF 52-B through RM officials to the originating activity. If the request appears questionable or management fails to provide a justification, the CPO will forward the action to CPD, USFK, ATTN: FKCP-SES, Unit #15237, APO AP 96205-0010, for review. KOSA will set up a similar policy. The RM will abolish and delete the authorization (but not the requirement) for the position from the appropriate service manpower document. Authorization and recruitment for the position will be prohibited for one year from the effective date of abolishment.

2-7. COMPETITIVE ACTIONS. Competitive placement procedures apply to the following placement actions:

a. Promotion of an employee to a higher grade than that currently held. Promotions will be processed competitively, except as noted in paragraph 2-8 and chapter 3, subparagraph 3-5b(1).

b. Movement from a nonsupervisory position to a supervisory position or to a position that offers known promotion potential beyond the employee's current grade.

c. Temporary promotion or detail of an employee to a higher grade position for more than 120 days. The employee will have spent more than 120 days during the preceding year in higher grade positions or positions with known promotion potential beyond the employee's current grade.

d. To refer or place any person from outside the current USFK KN APF and NAF work force. This includes reemployment of former USFK APF and NAF employees.

2-8. NONCOMPETITIVE ACTIONS. The following placement actions do not require competitive procedures:

a. Position changes to avoid adverse actions under RIF, TOF, or discontinuance of activities. These placement provisions have priority over provisions in this regulation for positions at the same or lower grade of surplus employees to be placed. This provision does not include assignments to positions of higher grade or to positions with known promotion potential. Placements of employees affected by RIF will be in priority group order.

b. Repromotion of an employee from a previously held grade or a RIF action that resulted in a downgrade.

c. Involuntary management initiated actions (reassignment) when the actions are considered in the best interests of the government and will not violate other provisions of this regulation. An example of this type of action would be to help in pre-RIF placement efforts.

(1) Notice period. Employees affected by an involuntary management directed action will normally be informed, in writing, the reason for the action 30 days before the effective date (exclusive of the date of receipt by the employee and the effective date). A notice of less than 30 days is acceptable in an emergency, provided the pay of the employee is not affected for at least 30 days.

(2) Involuntary management directed reassignments may be to positions in the same or a different area: serviced, competitive, or commuting, as long as the employee is not involuntarily reduced in grade. The action must not violate the employee's assignment right under RIF procedures.

(3) If the employee does not concur with the proposed involuntary management directed reassignment, see chapter 10.

d. Normal progression of an employee from an established trainee position to a higher grade or the full performance level of a nonsupervisory position when competition was held at the time of initial placement. Promotions under this rule must have supervisory approval and CPO concurrence. When formal on-the-job or other training is required as part of the development program, the employee development officer/specialist must certify that all training requirements have been completed.

e. Promotion of an incumbent when the job is upgraded because of a change in position classification standards or the correction of a classification error.

f. Promotion resulting from reclassification to a higher grade of incumbered position because of the addition of duties and responsibilities if--

(1) The employee continues to do the same basic functions present in the former position and the duties of the former position are included in the new position.

(2) The addition of the duties and responsibilities does not adversely affect other incumbered positions (e.g., abolishing the position, reducing the known potential of another position).

(3) The employee meets qualification requirements for the reclassified position. When the selecting official supervises other employees who are doing duties about the same before addition of the new duties, he/she will write a statement that these employees were considered for the higher graded duties. The statement will be attached to the SF 52-B. This requires no vacancy announcement.

g. Temporary promotions and details to higher graded positions of less than 120 days within any consecutive 12 month period. The 12 month period begins with the effective date of the temporary promotion or detail.

h. Reassignment to the same or lower salary or wage group position based on mutual agreement between management and the employee. The following procedures will be followed in requesting noncompetitive reassignment or CLG.

(1) Employees may request reassignment or CLG. There is no guarantee of movement to a new position. This a voluntary request to be considered for noncompetitive selection by supervisors having vacant positions. The request should be submitted in writing through the employee's supervisor to the CPO with the vacant position(s). The request must state the position title, series, and grade (if CLG) and the reason(s) for the request.

(2) An employee initiated voluntary reassignment or CLG is not permitted if--

(a) The vacant position is needed to satisfy an action described in subparagraph 2-8a through 2-8c.

(b) The employee has not served six months in their current position.

(c) The action would take the employee from a nonsupervisory to a supervisory position.

(d) The vacant position would offer more known promotional opportunity than the position from which reassigned or changed.

(3) An employee initiated voluntary reassignment or CLG may be made if--

(a) The action is considered in the best interest of the government.

(b) The change would preclude extreme hardship to the employee.

(c) The position the employee voluntarily vacates will satisfy or improve the placement opportunity of an employee scheduled for separation due to RIF.

(4) Release of selected employees will be negotiated in the same manner as for employees selected for promotion.

i. Employees may be converted from part-time to full-time if the original vacancy announcement states: "Applicants applying under this vacancy announcement may be converted from part-time to full-time without further competition."

j. Employees may be converted from temporary to permanent if the original vacancy announcement states: "Applicants applying under this vacancy announcement may be converted from temporary to permanent without further competition."

2-9. APPLICANT SUPPLY FILE.

a. Applications will only be accepted for those positions for which an announcement has been issued. Upon receipt of an application, it will be reviewed and date stamped. If all the required documentation is not available when the application is submitted, the application will not be accepted. No consideration will be granted for that specific position, unless the application is resubmitted with the required documentation before the closing date.

b. Open continuous announcements enable CPOs to maintain applicant supply files for jobs with high turnover, professional and technical jobs, and jobs in scarce-skill categories. Applications accepted for an open continuous announcement will be given consideration for vacancies up to the final closing date, as specified on each vacancy announcement. An applicant will remain active and be referred until selected, no longer interested in employment, employed with another installation, declines a job offer for an area or work schedule for which they showed availability, or did not reply to any written correspondence. The waiting time to receive actual placement consideration may vary depending on the frequency of the vacancy and the number of applicants who apply.

c. Special announcements denote an actual vacancy. Under special announcements, an applicant will receive consideration only once for that particular vacancy. The applicant must reapply for any future identical positions.

d. The applicant supply file for open continuous announcements will be purged at the end of each FY. Open continuous announcements will close at the end of each FY. CPOs should send renewal reminders to applicants at least 60 days before the expiration of the one year to preclude unnecessary destruction

and resubmission of applications. Special announcements will be purged within three weeks of the closing date. For reference purposes in maintaining and purging the applicant supply file, CPOs may use USFK Form 139 (Registration Card) or USFK Form 154 (Request for Transfer), as appropriate.

e. Applicants may be solicited by various publicity media and through personal contact with the ROKG and other agencies considered as reputable sources of applicants (e.g., colleges, universities, and high schools). Use of commercial placement agencies that charge fees for their services are prohibited.

f. When announcements are open for receipt of applications, the names of qualified applicants will be entered on the appropriate roster for each series and grade in priority group order. Qualified and available applicants are considered in priority order.

g. The standard application forms are USFK Form 130EK (Application for Employment) and USFK Form 130-1EK (Application for Employment-Continuation Sheet).

2-10. EVALUATING CANDIDATES. Eligible candidates are those who meet applicable minimum standards and selective placement factors (includes English language and technical qualifications) prescribed in USFK Reg 690-118.

a. Best qualified candidates are qualified candidates who rank at the top when selective factors are applied to categorize candidates as best qualified versus qualified.

b. Selective factors are KSAs essential for satisfactory performance of the job and are in addition to the basic qualification standard.

(1) When selective factors are applied in candidate evaluation, supervisors and/or subject matter experts and CPO specialists will analyze positions to be filled to decide selective factors. Results will be documented in the recruitment/placement files.

(2) Exceptions to evaluation by selective factors (ranking) are authorized when there are fewer than 10 qualified candidates.

2-11. SUITABILITY AND QUALIFICATIONS.

a. Employment age. Minimum employment age is 18. Maximum employment age is 59, except initial hire into fire fighter and guard positions. Maximum age for fire fighter and guard positions is 35. (Chapter 10 prescribes policy for retirement and reemployment beyond age 60.)

b. All applicants for employment must present their ROK identification card.

c. Inquiries to decide suitability for employment will normally be made to former supervisors, employers or schools listed in applications, unless determined unnecessary by the CPO.

d. All applicants must have evidence of meeting positive education or experience requirements (college transcripts or certificates of employment from private firms).

e. Male applicants must present status of military service.

f. Employees separated for cause (misconduct or performance) are not barred from future employment. CPOs are responsible for obtaining the separation notification of personnel action from all applicants who have prior USFK (and USFK invited contractor) work experience. Information will be provided to management with the referral so a suitability decision can be made.

(1) An employee removed from a sensitive position that required above normal standards of performance and conduct, may be reemployed, with management concurrence, in a job without such requirements. Sensitivity requirements will be annotated on SF 52-B's.

(2) In cases of KOSA, exchange fidelity insurance policy precludes rehire of employees separated for any dishonest or fraudulent acts, unless insurance waiver is granted through channels for continued insurance bond coverage.

g. Employment with USFK must be verified by the servicing CPO, to include contacting the former servicing CPO to obtain employment documents if necessary.

h. USFK Reg 690-118 qualification standards address positive education or experience requirements and tests and physical standards which applicants must pass or meet.

2-12. PRIORITY GROUPS.

a. **PRIORITY GROUP 1. MANDATORY PLACEMENT-WITHIN.** Permanent APF and NAF employees (other than intermittent or flexible NAF) identified for RIF separation in the CPO serviced area (Air Force competitive area) will receive mandatory noncompetitive placement to **vacant PERMANENT continuing** positions for which qualified. The employee receives consideration for positions at same grade and lower grades. Consideration for lower grades is limited to no more than three levels (if Korean Wage Board (KWB)) or three grades or three grade-intervals (if Korean General Schedule (KGS)) below the position from which released. Candidates in priority 1 block consideration and placement of candidates in all lower priority groups (groups 2 through 9). When two or more priority group 1 candidates are available for a position, placement will be effected in order of retention standing (highest to lowest) within the group. A referral and selection register/list is not issued. Any exceptions to the

retention standing order will be approved by the CPD, USFK, and Air Force and KOSA CPOs. Eligibility will stop upon the acceptance of any placement offer (priority group offer or RIF offer), or declination of a position.

b. **PRIORITY GROUP 2. MANDATORY PLACEMENT CONSIDERATION-OTHER.** Candidates in priority group 2 block placement of candidates in lower priority groups (groups 3 through 9). Permanent APF and NAF employees (other than intermittent) identified for RIF separation by other USFK CPOs and KSC employees will receive mandatory noncompetitive consideration/placement to **vacant PERMANENT continuing** positions. Employee receives consideration for positions at the same grade and lower grades. Consideration for lower grades is limited to no more than three levels (if KWB) or three grades or three grade intervals (if KGS) below the position from which released. A referral and selection register/list is not issued except under conditions in subparagraph 2-12b(2)(a).

(1) When there is only one priority group 2 candidate, the CPO with the recruitment action/vacancy will notify management. The candidate's servicing CPO will extend the placement offer and process the mandatory placement.

(2) When two or more priority group 2 candidates are matched for a vacancy, the CPO will contact the serviced organization with the vacancy.

(a) The serviced supervisor can request the servicing CPO to either process the mandatory placement of the candidate with highest retention standing or issue a list. The list will identify all matched candidates in retention standing order.

(b) When a list of candidates is issued, the selecting official is obligated to fill the vacancy from the mandatory candidates. Expeditious selection is necessary to ensure maximum placement opportunities for employees facing RIF separation. If possible, the selecting official will be allowed at least 5 days (after the date of receipt of the list) to notify the servicing CPO of preference of selection. The selecting official will rank/identify all candidates in order of selection preference (in case the first choice declines the placement). The selecting official may review official personnel folders (OPFs), contact the current supervisors and interview the affected employee if desired. When time milestones are not as critical, a longer suspense period (not to exceed 10 days) may be approved by the CPO issuing the referral list.

c. **PRIORITY GROUP 3. MANDATORY RESTORATION/REEMPLOYMENT-MILITARY DUTY AND EMPLOYEES SEPARATED DUE TO DISABILITY FROM COMPENSABLE WORK-RELATED INJURY OR OCCUPATIONAL DISEASE.**

(1) **MILITARY DUTY.** Former permanent APF and NAF employees drafted into the ROK Armed Forces, (nature(s) of action (NOA), "termination military"), will receive mandatory noncompetitive placement (reemployment) following honorable discharge from the ROK Armed Forces. A priority group 3 candidate may become a priority group 1 or 2 candidate under conditions described below.

Candidates in priority group 3 block placement of candidates in lower priority groups (groups 4 through 9). A former employee who was properly separated under NOA, termination-military, is entitled to reemployment at the grade and step held at the time of termination. They are also entitled to saved pay if reemployed at a lower grade.

(a) Eligibility requirements. The former employee must have received an honorable discharge from the ROK Armed Forces. They must apply for restoration to the former servicing CPO within 60 days from the date of separation from military service. They did not voluntarily extend military service beyond the required period (normally 30 to 36 months from the date of induction). When a former employee declines a position offer at the former grade level or a RIF placement offer, reemployment rights will be forfeited.

(b) Extent of placement. When no vacancy exists or develops in the former competitive area for which the former employee is qualified within 15 days after the date of application, the former employee will be placed on the rolls in a leave without pay (LWOP) status. The LWOP status will be at the grade and step held at the time of separation. RIF procedures (chapter 4) will be applied immediately to decide placement rights.

(c) When RIF procedures do not produce a RIF placement offer, the servicing CPO will facilitate placement in the CPO serviced area by identifying the employee as a priority group 1 candidate. Additionally, the employee will be advised of eligibility to register as a priority group 2 candidate.

(2) **EMPLOYEES SEPARATED DUE TO DISABILITY FROM A COMPENSABLE WORK-RELATED INJURY.** Former USFK APF or NAF employees separated due to disability resulting from a compensable work-related injury or occupational disease. Employees who were involuntarily separated because of job related injury or occupational disease (for which they have received compensation from Office of Workers Compensation Program (OWCP) are entitled to mandatory restoration to their former positions or equivalent ones. The employee must fully qualify for the position to which restored, including physical standards.

(a) The eligible individual must be restored as soon as possible, but in no event, later than 90 days after medical certification by an Army Medical Office that the individual may return to duty. The employee will be restored to their former position or an equivalent position.

(b) When no vacancy exists or develops in the former competitive area for which the former employee is qualified within 90 days after the date of application, the former employee will be placed in an overhire position. RIF procedures (chapter 4) will be applied immediately to decide placement rights.

(c) When RIF procedures do not produce a RIF placement offer, the servicing CPO will facilitate placement in the CPO serviced area by identifying the employee as a priority group 1 candidate. Additionally, the employee will be advised of eligibility to register as a priority group 2 candidate.

d. **PRIORITY GROUP 4. PRIORITY CONSIDERATION.** Repromotion eligibles in the service area. Candidates in priority group 4 will not be considered if there are available candidates for the vacant position from priority groups 1 through 3.

(1) Current APF and NAF employees in the CPO serviced area or competitive area for Air Force employees who were--

(a) Change to lower grade without personal cause (not at employees request) through a RIF action or position reclassification. They will receive priority consideration for repromotion to **vacant PERMANENT continuing** positions in the CPO serviced area or commuting area for Air Force employees. Employee will receive priority consideration for grades up to and including the grade level from which downgraded for 18 months from the CLG effective date.

(b) Changed from permanent full-time to part-time through a RIF action. They will receive priority consideration for vacant permanent full-time positions in the CPO serviced area or competitive area for Air Force employees for 18 months from the effective date of change from full-time to part-time.

(2) Eligibility. CPOs will advise serviced employees who are eligible for repromotion or placement into full-time positions of the policy and procedures governing this priority, and will maintain a register of serviced eligibles. The eligibility requirements of this priority are as follows:

(a) A repromotion candidate and in a saved pay status. When an employee declines an offer of repromotion to a permanent position in the CPO serviced area, he will no longer receive repromotion consideration. This includes any grade up to and including the equivalent of their former grade. The employees' saved pay will be stopped. An employee can decline a repromotion offer to a temporary position. If a repromotion candidate accepts a temporary repromotion offer, the employee remains registered for repromotion consideration for permanent positions for the remaining period of eligibility. Total period of eligibility will not exceed 18 months.

(b) Part-time to full-time candidates. When an employee declines an offer of change from part-time to permanent full-time, the employee will no longer receive this consideration. An employee can decline an offer to a temporary full-time position. If the candidate accepts a temporary offer, the employee remains registered for part-time to full-time consideration for permanent positions for the remaining period of eligibility. Total period of eligibility will not exceed 18 months.

(3) Extent of placement. All recruitment actions received in the CPO during the candidate's period of repromotion eligibility will be reviewed for application of repromotion consideration.

(4) Method of referral. Candidates in priority group 4 will be referred on referral and selection registers in retention standing order. Selecting officials may visit the CPO to review each candidate's OPF, contact former supervisors and employers, and conduct interviews with the candidates, if desired.

(5) To deviate from retention standing order or nonselection of priority 4 candidates, management must submit a written request for waiver to the CPO. The waiver request must provide adequate written justification. The CPO will only approve a waiver based on reasonable job-related factors.

e. **PRIORITY GROUP 5. CURRENT/MERIT.** Current APF and NAF employees, both permanent and temporary, in the advertised area of consideration. The servicing CPO, in coordination with management officials, will decide the area of consideration and the availability of qualified employees. Referral and selection registers will be returned to the CPO immediately after selection decisions have been made. CPOs will put a suspense date on all referrals.

(1) CPOs will continue to review availability of candidates in priority groups 1 through 4 through the date a referral and selection register is issued from priority group 5.

(2) Candidates in priority group 5 will not be referred if candidates are available in priority groups 1 through 3. Additionally, if priority group 4 candidates are available, a waiver must be approved by the USFK CPD, Air Force CPF, or KOSA CPOs, before candidates from priority group 5 are referred.

(3) When a candidate is available in a higher priority group, justification must be provided and approved by the CPO before a position offer is extended for selection of a candidate in a lower priority group. Requests will be approved based on reasonable, job-related factors. Certain conditions permit a simultaneous referral. The objective of simultaneous referral is to refer a reasonable number of candidates to the selecting official. When there are less than 3 qualified and available candidates in priority group 5 being referred, the CPO may simultaneously refer up to 10 candidates in the next lower priority group. If the next lower priority group also fails to provide at least 3 qualified and available candidates, the CPO may simultaneously refer up to 10 additional candidates in the next lower priority group.

(4) Ties will be broken by the date of application.

f. **PRIORITY GROUP 6. (AREA REEMPLOYMENT PRIORITY LIST (ARPL)).** All registrants on the ARPL receive equal consideration for reemployment to vacant USFK positions. Each CPO is required to establish and maintain an ARPL. When a qualified ARPL registrant is available for reemployment, management officials may not fill a vacant position with any persons from a lower priority group except as noted in subparagraph 2-12f(6). USFK Form 138 (Area Reemployment Priority Card) is the form used for ARPL registration. Registration should be accomplished at the time of separation. Individuals must notify the CPO of

availability for the ARPL within 30 days after the separation effective date. ARPL registrants will be informed at the time of registration that they are responsible for keeping the CPO advised of any change in registration information (e.g., change of address). Registration declinations will be documented by the servicing CPO. Registrants will be listed on the ARPL by title, series, grade, and in retention standing order.

(1) The ARPL will provide reemployment consideration for former USFK employees who meet the following criteria:

(a) Former permanent APF or NAF employees who received a specific notice of separation by RIF. The former employee separated by RIF must HAVE NOT declined an offer that satisfies an assignment right. An assignment right is to a position at the same grade, or with a representative rate at least as high as the representative rate of the position from which separated. Former employees may register or decline registration for the ARPL of the CPO that processes their separation. Former employees separated by another reason before the RIF separation takes effect (such as resignation) forfeit ARPL eligibility.

(b) Former USFK APF or NAF tenure group (TG) 3 employees when the appointment preceding termination was the direct result of change in TG status placement. Employee declined to relocate to a new commuting area and termination from the temporary appointment was due solely to expiration of the appointment (i.e., no fault of the employee).

(c) Former employees of USFK invited contractors. The CPOs will ensure that former invited contractor employees meet the qualification requirement for the former contract position. The classification of the former contract position must be in line with USFK classification guidelines. Invited contractors are responsible for notifying their separated employees of their eligibility to register on the ARPL and for accepting registration of USFK employees who have been separated. Former invited contractor employees may register or decline registration, on the ARPL of the CPO geographically closest to the former duty station.

(2) Period of eligibility. The maximum period of eligibility is 18 months. The 18 months begin on the effective date of the separation action and expires 18 months after the separation date.

(3) Suspension of eligibility. The CPO will suspend consideration for all jobs (permanent and temporary) for any individual they cannot contact. Submission of a new USFK Form 138 can reinstate consideration, but the period of eligibility is not extended beyond the original time of 18 months.

(4) Loss of eligibility. An individual can lose ARPL consideration before the period of eligibility expires based on the following:

(a) Declines an offer of reemployment at a grade level equivalent to that from which separated. Candidates declining offers of reemployment into permanent positions below the grade held before separation forfeit eligibility for future consideration for positions with a representative rate at and below the grade of the position declined. Eligibility is retained for higher grade positions up to (but may not exceed) the last grade held.

(b) Fails to respond to a written inquiry of availability within 14 calendar days after dispatch by registered mail. If there are extenuating circumstances, employees dropped for this reason may be restored to the ARPL at the discretion of the CPO.

(c) Former employee requests removal from the ARPL.

(5) Selection from the ARPL. Former employees will be listed on referral and selection registers by priority groups, in retention standing order. Register(s) will be sent to the selecting official with the candidates' applications and relevant test scores. Selecting officials may review relevant information available in the OPF of current or former employees. Selecting officials also may contact current and former supervisors and employers of the candidates referred and conduct interviews with the candidates.

(6) Exceptions. The selecting official can select any candidate properly referred. Justification must be provided by the selecting official and approved by the CPO before a position offer is extended for a competitive selection of a candidate in a lower priority group. Justification will be approved when based on reasonable job-related factors. This includes the candidates' potential for the target level if the position has known promotion potential (promotion target grade cannot exceed the highest grade held).

g. **PRIORITY GROUP 7. MILITARY SPOUSES AND FAMILY MEMBERS.** Family members (Korean citizen, U.S. citizen, and third-country citizen) of active duty members of the U.S. Armed Forces and of U.S. citizen civilian employees of U.S. Government agencies assigned in Korea, will be considered for vacant USFK positions when there are no available candidates in priority groups 1 through 6. Positions formally designated and recruited as KN intern positions in professional series (chapter 1, subpara 1-6g) will not be filled under this program. DOD 1404.12-I, 1400.23-I, and component policies explain military spouse and family member employment preferences. CPOs will track Korean positions that have been temporarily converted for family member occupancy. CPOs will ensure that family member employees are advised of the temporary nature of their appointments and that they are subject to displacement as explained in chapter 4.

h. **PRIORITY GROUP 8. VETERANS/DISABLED/WIDOWS/MEMBER OF IMMEDIATE FAMILY.** All eligibles under this priority will receive equal consideration. Eligibles include disabled veterans and veterans who have received the Taeguk or Ul-chi Medals, the Medal of Honor, and the Distinguished Service Cross. This includes wartime veterans or their widows; spouses of totally disabled

veterans; and one member of the immediate family of an employee separated by death or permanent disability. Eligibles who decline an offer of employment will no longer receive consideration under this priority.

(1) All applicants claiming preference based on military service must submit USFK Form 129EK (Verification of Military Service), that must be certified by the ROKG Ministry of National Defense. Additionally, applicants claiming preference as disabled veterans must submit USFK Form 127EK (Verification of Disabled Veteran), which must be certified by the ROKG Veterans Administration. Disabled veterans and wives of disabled veterans must present evidence of receipt of a class A pension.

(2) One member of the immediate family of a former USFK employee (sponsor) involuntary separated, by death or permanent disability, resulting from a job-connected injury sustained during employment with USFK, for which compensation was paid by the OWCP, may register on the ARPL. Registration is limited to the CPO that separated the sponsor from employment. Immediate family includes: wife, husband, son, stepson, daughter, and stepdaughter.

(3) Eligibility expires 18 months after the date of sponsor's separation from employment with USFK or upon the effective date of employment into any USFK position. Eligibility will be withdrawn also at the request of the applicant or death, whichever occurs first.

(4) This priority is only applicable to recruitment actions received in the CPO during the period of eligibility.

(5) The member of the immediate family applying under this priority will be required to provide evidence of receipt of compensation from OWCP or Employers Self-Insurance Service.

i. **PRIORITY 9.** All other qualified applicants.

2-13. RESTRICTED POSITIONS. Positions restricted to military veterans. Positions of laborer and janitor will not be filled by non-veteran candidates when veterans are available, except by employees affected by RIF.

2-14. RELEASE OF EMPLOYEES.

a. The following provisions apply to release of employees placed through priority group 4 and priority group 5.

(1) The affected CPO(s) will coordinate the effective date of release with the employee's supervisor. Release will always be effective on a Sunday, normally at the beginning of a pay period. A person may not be released with less than 14 calendar days notice, without the concurrence of the releasing supervisor. The release may not be delayed more than 30 calendar days following notification of selection, without the gaining supervisor's concurrence.

(2) Through mutual agreement between organizations, and with CPO concurrence, employees on permanent appointments may be detailed back to their former organization until a replacement is hired. This detail may be either on a full-time or part-time basis.

(3) The CPO will notify the selected candidates upon receipt of the referral and selection register. All job offers must be made by the CPO.

(4) The CPO is responsible for written notification to candidates who were not selected.

b. See chapter 4 for information on release of employees affected by RIF.

2-15. DOCUMENTATION REQUIRED FOR PLACEMENT ACTIONS. Terminology in effecting personnel actions will be generally consistent with Federal Personnel Manual Supplement (FPM Suppl) 296-33, as modified by guidance contained in this regulation. The following documentation for placement actions will be maintained in the placement folders if applicable:

a. Copy of the vacancy announcement.

b. Evaluation methods and evaluations of the candidates, including relevant test scores.

c. Roster of candidates considered qualified or not qualified, to include their priority groups.

d. Copy of referral and selection registers, showing candidates certified and supervisor's selection/nonselection.

e. Copies of written notification to candidates who were not selected.

f. Any waivers granted to allow selections from lower priority groups.

g. Referral/placement folders will be reviewed as a part of civilian personnel management program surveys and as a part of internal self-audits conducted by the CPOs.

2-16. EMPLOYMENT CRITERIA, RESTRICTIONS, AND CONDITIONS.

a. Criteria.

(1) When an outside applicant is selected, USFK Form 225EK (Personal Background Statement), will be completed. CPOs will annotate this form to identify that entries were verified against the official copy of the family register and certificate of residence.

(2) Nonsensitive positions. Selectees for nonsensitive positions will follow component policy to ensure that a favorable files check is completed before issuance of a pass, unless the local security agency approves an exception.

(3) Sensitive positions or positions requiring a limited access authorization. Selectees must have a background investigation completed before entry on duty. Where feasible, the supervisor may temporarily withdraw duties from a position to permit quicker employment. In such cases, the appointment document will state: "Subject to completion of favorable background investigation."

(4) Pre-employment medical clearance is required. In emergency situations, the CPO may authorize employment based on oral interim clearance from the examining medical officer. In such situations, medical clearance will be obtained as soon as possible and appointment action will show: "Subject to successful completion of medical examination." USFK Reg 690-118 explains physical qualification requirements.

b. Restrictions.

(1) Persons who advocate the overthrow of either the U.S. Government or ROKG will not be employed. Employees are prohibited from participating in an organization advocating the overthrow of the U.S. Government or ROKG and will be removed for such action.

(2) No employee will occupy more than one position in any category of employment with USFK at any one time without prior approval of the CPO. Exceptions will be made only when unique circumstances clearly justify such action.

c. Conditions. Trial period.

(1) New employees on permanent appointment (full-time and part-time) will serve a trial period for one year.

(2) A trial period is not required for--

(a) Temporary and permanent intermittent employees.

(b) Former employees exercising reemployment rights to the same or a similar line of work after military service, or RIF separation, provided the one year trial period had been completed at the time of separation.

(c) Movement between APF and NAF or vice versa provided the 1 year trial period has been completed.

(3) Employees converted from temporary or permanent part-time appointments to permanent full-time appointments, with no break in service, need not start a new trial period. Employees will be required to complete the balance of the unexpired portion of trial periods.

(4) Employees converted from temporary to permanent appointments may be given credit toward completion of the trial period for time served continuously as a temporary employee if the job was in the same line of work. There must be no written documentation that performance was less than successful.

(5) Upon conversion to a permanent full-time appointment, part-time and intermittent employees will be credited with the hours worked in their previous appointment toward completion of trial period. Such time will be prorated based on 2,080 hours of service in a year. Therefore, 1,040 hours would be equivalent to 6 months credit toward completion of the trial period.

2-17. TYPE OF APPOINTMENT. Appointment is any personnel action that brings an individual onto the rolls. An appointment may be full-time or part-time. See chapter 6, paragraph 6-3, for further explanation of work schedule and tour of duty.

a. Temporary appointment. A temporary appointment is an appointment made for a limited period with a specific NTE date. A temporary appointment may be long-term or short-term.

(1) Long-term temporary includes--

(a) An employee who has been continuously employed as a full-time temporary employee for 3 years or more with no more than a 3 day break in service.

(b) Former permanent employee placed in a full-time temporary position through RIF procedures without a break in service.

(c) Permanent employee rehired as a temporary employee after mandatory retirement with no more than a 3 day break in service.

(2) Short-term temporary. Temporary appointment that does not meet the definition of long-term temporary appointment.

b. Permanent appointments are appointments made without definite time limit.

c. Intermittent employees work on an irregular basis for which there is no prearranged scheduled tour of duty.

d. TG III employees will be advised before appointment that they may be terminated at any time. Notice requirements are identified in chapter 10. Additionally, the following bilingual remark will be printed on the appointment action: "This appointment may be terminated at any time after issuance of a _____ day notice." **NOTE:** In the preceding, the CPO will insert the appropriate advance notice period required, based on the type of appointment and guidance contained in chapter 10.

2-18. EMPLOYEE IN-PROCESSING AND ORIENTATION.

a. Employees hired on temporary and intermittent appointments will be advised before appointment and during in-processing that they may be terminated at any time. Additionally, a bilingual remark will be printed on the appointment action. (Chapter 10 explains termination requirements.)

b. During in-processing, the CPO will give all newly assigned employees a formal general orientation.

c. Immediate supervisors will conduct job orientation for all newly assigned employees.

CHAPTER 3

DETAILS AND TEMPORARY PROMOTIONS

3-1. GENERAL. Changes in workload or operating requirements create the need for temporary changes in the duties or assignments of employees. In such circumstances, the use of a detail or temporary promotion can provide supervisors with the flexibility to assign work to employees on a temporary basis. Supervisors will contact the servicing CPO for advice and assistance and will comply with this chapter regarding details or temporary promotions of an employee.

3-2. DEFINITIONS.

a. **Days** - calendar days.

b. **Detail** - the temporary assignment of a permanent or temporary employee from the official position of record. A detail is without change of title, grade, or pay. It is to another classified position, or to a set of unclassified duties. The unclassified duties may be similar in nature or separate and distinct from those of the official position of record.

c. **Official position of record** - the position (title, series, and grade) for which an employee is hired or the position to which an employee is permanently assigned.

d. **Temporary promotion** - the temporary assignment of a permanent employee from the official position of record to a classified position of a higher grade. Temporary promotions normally result in a higher rate of pay and may be to a position in the same or a different series.

3-3. CONDITIONS RELATIVE TO USING DETAILS AND TEMPORARY PROMOTIONS.

a. Details may be made to a position at the same, lower or higher grade, without regard to qualification standards. Details do not effect any change in pay and will be kept to a minimum. Details should be used for brief periods to facilitate mission accomplishments and preclude misassignment of personnel. Excessive usage can result in increased cost, inefficiency, lowered employee morale, and poor administration. The below list provides some examples of circumstances where the use of a detail is appropriate.

(1) To accomplish the duties of an employee who is on leave, temporary duty, or assigned to a special project for a brief period of time.

(2) When a temporary shortage of personnel or an increased workload requires performance of other temporary duties.

(3) A new position created or duties realigned, pending completion of classification action.

(4) During the required advance notice period of a reassignment, proposed suspension, or proposed separation, when it would be appropriate for security or other reasons, to assign the employee other work or another position.

(5) To provide an employee with short term training.

b. When funding permits, temporary promotions are used to compensate employees who are temporarily performing the duties of a higher graded position. Employees must be fully qualified (meet all qualification standards as specified by USFK Reg 690-118) for the position to which temporarily promoted. Temporarily promoted employees are expected to perform the full scope of duties for that position. A temporary promotion will not be used for the sole purpose of providing training to an employee or to evaluate the performance of an employee in a higher grade position. The below list provides some examples of situations where the use of a temporary promotion is appropriate.

(1) To accomplish the duties of a position for an extended period of time during the incumbent's long term or indefinite absence.

(2) To fill an unplanned vacancy of a hard to fill position, pending recruitment.

(3) To accomplish the duties of a position that is temporary or identified for abolishment, realignment, or transfer.

3-4. LIMITATIONS.

a. Details.

(1) Details of employees to the same and lower grade may be made for a period up to a maximum of one year in 120 day increments.

(2) Details of employees to higher grades may be made for a period up to one year in 120 day increments. The second 120 day period of the same employee must be processed on a competitive basis, i.e., the opportunity for detail must be announced. Competitive procedures are not required if you wish to spread the detail to the higher graded positions among several employees, a maximum of 120 days each.

(3) Details can also be made to an unclassified job or set of duties. The maximum period is one year and in 120 day increments. In effecting details to an unclassified job, you must submit a set of duties that the employee will be performing along with an SF 52-B, to the CPO.

b. Temporary promotions. An employee will not be temporarily promoted--

(1) Unless fully qualified for the position.

(2) For more than one year without approval of the servicing CPO.

(3) For more than 120 days without competition. This includes any time within a consecutive 12 month period when the employee was detailed to a higher grade classified position or temporarily promoted.

3-5. PROCEDURES.

a. Details may be effected informally (30 days or less) or formally (over 30 days). The experience of employees on detail is credited either as an extension of the work the employee was doing immediately before the detail, or on its own merits, whichever is more beneficial to the employee.

(1) Informal detail. Supervisors can informally detail an employee for a total period, NTE 30 days, within a consecutive 12 month period. The detail may be to any position (classified or unclassified) at any grade level. An informal detail does not require competitive procedures or a personnel action. The supervisor will maintain individual employee records of informal details. The records will fully document the position title, series, and grade or description of duties performed if the position was not classified; the effective date; the NTE date, and the reason for the detail.

(2) Formal detail. To effect a formal detail, supervisors will submit an original and one copy of the SF 52-B to the servicing CPO. The SF 52-B will include--

(a) The employee's name and personal identifying information.

(b) The duration of the detail (proposed effective date and NTE date).

(c) The position title, series, and grade of the employee's official position of record, and of the position to which the employee is being detailed. If the detail is to an unclassified position, the SF 52-B will reflect that. A description of the duties to be performed will be attached to the SF 52-B.

(d) The name and location of the employee's current duty station and that of the position or work to which detailed.

(e) The reason for the detail.

(3) The servicing CPO will forward a copy of the approved SF 52-B to the employee and file the original in the employee's OPF as a permanent record.

(4) Details will automatically terminate at the end of the work day of the specified NTE date. Supervisors must submit another SF 52-B as prescribed above to terminate a detail before the specified NTE date or to extend the detail beyond the specified NTE date.

(5) Supervisors will ensure that the detailed employee returns to the official position of record immediately upon termination (day following the NTE date) of the detail.

b. Temporary promotions may be effected noncompetitively or competitively. All temporary promotions must be formally effected through the servicing CPO.

(1) Noncompetitive action. Temporary promotions that do not cumulatively exceed 120 days within a consecutive 12 month period may be effected under noncompetitive procedures.

(2) Competitive action. Temporary promotions that will exceed 120 days within a 12 month period must be effected under competitive procedures. This includes any previous noncompetitive promotion and any formal or informal detail to a higher grade.

(3) Area of consideration. Management determines the area of consideration when a position is to be announced for purposes of a temporary promotion within a unit. The area of consideration will not be established to facilitate preselection of a particular candidate. The area of consideration need not be extended to permit consideration of employees from outside the organizational unit where the vacancy exists, even when the position would normally require Korea-wide competition. Employees outside the commuting area where the vacancy exists will be automatically excluded from consideration by the servicing CPO unless one of the following conditions are met:

(a) The commander having jurisdiction over the vacancy and the prospective losing commander specifically agrees to reemploy the employee. The employee will be reemployed in the position vacated (or a similar position for which they qualify at the same grade) upon termination of the temporary promotion. Such an agreement must be in writing and submitted to the servicing CPO with the SF 52-B to recruit for the temporary promotion.

(b) A current employee in an extended area of consideration, not covered under the conditions described above, is selected under a merit promotion announcement. They accept the higher grade temporary position without guarantee of reemployment upon termination of the temporary promotion. The CPO must inform the employee prior to acceptance that he will be separated from employment by RIF procedures, unless he is placed or resigns in lieu of RIF. Adverse action procedures do not apply when a temporary promotion is terminated.

(4) All temporary promotions will be effected with a personnel action and documented in the employee's OPF. The supervisor of the position will submit an SF 52-B to the CPO to effect a temporary promotion regardless of the duration of the action. This is required for both competitive and noncompetitive procedures. The request must include--

(a) The proposed effective date and the NTE date of the temporary assignment.

(b) The title, series, and grade of the position. If the action is noncompetitive, the request will also include the employee's name, personal identifying information, and the official position of record.

(c) The name and location of the organization for the position. If the action is noncompetitive, the request will also include the employee's current duty station location.

(d) The reason for the temporary fill of the position.

(5) An employee selected for a temporary promotion will be given advance written notification of the circumstances that make a temporary promotion rather than a permanent promotion appropriate. As a minimum, the written notification will include--

(a) The reason for the temporary promotion.

(b) The expected duration of the promotion (i.e., effective date and the NTE date).

(c) The employee's right to return to the position and grade held before the temporary promotion or a similar position at the same grade, unless the temporary promotion is effected in accordance with (IAW) subparagraph 3-5b(3)(b).

(d) If the action is effected IAW subparagraph 3-5b(3)(b), a statement that the notification constitutes advance notice for RIF purposes. It will state that the employee will be separated at the end of the temporary promotion unless the employee is placed under RIF procedures or resigns in lieu of RIF.

(6) An employee selected for a temporary promotion will acknowledge the circumstances surrounding the action by written acceptance before to the effective date.

(7) Chapter 2, paragraph 2-14 sets forth the provision for the release date of an employee selected for a temporary promotion.

(8) Chapter 8 sets forth the provisions of the employee's pay during and after the periods of temporary promotion.

(9) Temporary promotions automatically terminate on the specified NTE date. Supervisors must submit another SF 52-B, as prescribed above, to terminate a temporary promotion prior to the specified NTE date or to extend the temporary promotion beyond the NTE date. Such requests will be submitted to the servicing CPO in sufficient time to accommodate advance notice requirements specified in subparagraph 3-5b(10).

(10) If the temporary promotion is terminated before the specified date, the CPO will advise the employee by advance notice NLT 7 days before the termination date. If the temporary promotion is extended beyond the specified date, the employee will be given advance notice of the extension. The employee will acknowledge the extension by written acceptance as described above.

3-6. USFK FORM 132 (KOREAN EMPLOYEE TIME SHEET). The office from which the employee is officially detailed is responsible for submitting the employee's T&A report. Attendance will be confirmed with the supervisor of the office to which the employee is detailed. If the office from which the employee is officially detailed no longer exists, the office to which the employee is detailed will maintain the T&A report.

CHAPTER 4

REDUCTION-IN-FORCE (RIF), FURLOUGH, AND TRANSFER OF FUNCTION (TOF)

4-1. GENERAL.

a. This chapter establishes policy and procedures for planning and carrying out organizational changes affecting KN employees.

b. The USFK attempts to minimize the impact on permanent KN employees in organizational changes that result in displacement. Because of the political and labor relations implications of reductions in the KN work force and the possible impact on other U.S. commands and agencies, it is important that such reductions are comprehensively planned and coordinated. Experience has proven that a sincere attitude by personnel and management officials is most important in communicating organizational changes effectively. Honest, straightforward communications with the KEU is a key factor in reducing turbulence and maintaining confidence in management actions. The managers of KN employees will make every reasonable effort to avoid the involuntary separation of permanent employees. All levels of management must be involved in effecting planning, placement, and retraining assistance.

c. The probable impact on KN personnel will be given consideration in plans for organizational changes. When plans provide for alternatives, preference will be given to a solution that would cause the least disturbance and the least adverse personnel actions in the KN work force.

4-2. DEFINITIONS. Special definitions used in this chapter are as follows:

a. **Assignment right** - the right of a competing employee to be assigned by bump or retreat in the second round of RIF competition to a position in a different competitive level (CL). That position must be held by another employee with a lower standing on a retention register.

b. **Bump** - when an employee displaces (bumps) another employee in a lower TG or lower subgroup. Employees may only bump within the CA of the RIF.

c. **Change to lower grade (CLG)** (also called demotion) - a personnel action that moves an employee to a position at a lower grade. In a CLG, both the old and new positions, can be under the KGS or under the same type graded wage schedule. It is also an action that moves an employee to a position with a lower rate of basic pay when both the old and the new positions are under different pay categories.

d. **Commuting area** - the local geographic area that usually includes any population center (or two or more neighboring ones) and the surrounding localities in which people live and can be expected to travel back and forth daily to their usual employment. **NOTE:** This regulation uses no acronym for commuting area.

e. **Competing employee** - an employee in either TG I or II.

f. **Competitive area (CA)** - the organizational unit and geographical boundaries in which employees compete in a RIF.

g. **Competitive level (CL)** - a group of positions in the same grade (or occupational level) and same classification series that have similar duties and other requirements.

h. **Continuing position** - a position expected to continue or last at least 90 days. A continuing position may be permanent or temporary with any type of work schedule (e.g., full-time, part-time, or intermittent) in either the APF or NAF work force.

i. **Days** - calendar days.

j. **Employing organization** - that part of an agency where the employee's position is located. The chief of an employing organization acts on the employee's appointment and separation and directs the employee's work and work hours.

k. **Function** - a clearly identifiable segment of an agency's mission (including all integral parts of that mission), despite how it is done.

l. **Furlough** - placement of an employee in a temporary nonduty and nonpay status on a continuous basis (for example, 10 consecutive days), or a noncontinuous basis (for example, one day a week). Furlough under RIF procedures means the placement of an employee in a temporary (NTE one year) nonduty and nonpay status for more than 30 consecutive days, or more than 22 workdays if done on a noncontinuous basis.

m. **Noncompeting employee** - an employee in TG III.

n. **Official position** - the position in which the CPO carries the employee on the rolls (position to which the employee is officially assigned). An employee competes in a RIF in their official position even if detailed or temporarily promoted to another position.

o. **Reassignment** - the change of an employee from one position to another without promotion or CIG. Reassignment includes movement to a position in a different occupational series, or to another position in the same series.

p. **Reduction in force (RIF)** - the release of a competing employee from the assigned CL by separation, demotion, or reassignment, requiring displacement of another competing employee.

q. **RIF notice** - an official written bilingual communication provided to an employee announcing that they will be (or if a general notice may be) affected by a RIF action. A general notice is given when the specific action cannot be determined at least 30 days before the RIF effective date. A specific notice identifies the specific RIF action to be taken.

r. **Reorganization** - the planned elimination, addition, or redistribution of functions or duties in an organization.

s. **Representative rate** - the first step of the KGS grade and the first step of the KWB grade. When two positions are in different pay schedules, representative rates are used to determine equivalent grades/ levels and the best offer.

t. **Retention register** - a list of employees assigned to positions within a CL for a given CA, grouped by TGs and subgroups, and by service computation dates (SCDs) within each subgroup.

u. **Retention standing** - an employee's relative standing on a retention register based on TG, subgroup, and SCD.

v. **Retreat** - a competing employee's right of assignment to a continuing position formerly held. An employee can retreat to a position that is occupied by an employee with lower retention standing in the same tenure subgroup in a different CL in the same CA. Employees can retreat only to positions at the same or lower grade that they have previously held.

w. **Rounds of competition** - the different stages of competing for retention in RIF. (In the first round of competition, employees compete to remain in the CL. In the second round of competition, employees compete for assignment to positions in different CLs.)

x. **Service computation date (SCD)** - the date reflecting an employee's total creditable service for seniority purposes.

y. **Subgroup superiority** - an employee's TG, or subgroup within the same TG is higher than another employee's TG or subgroup within the same TG.

z. **Transfer of function (TOF)** occurs only when a gaining CA "undertakes a class of activity it did not have before." No TOF occurs unless the movement of the function is to a newly established CA or to an organization that is undertaking a function it did not have before.

aa. **Undue interruption** - interruption that would prevent the completion of required work within the allowable limits of time and quality. Generally 90 days, but could be longer for lower priority programs.

bb. **Vacancy** - any position for which the CPO receives a recruitment action. Continuing positions occupied by noncompeting (TG III) employees will be identified and used as vacancies.

4-3. RIF PRINCIPLES.

a. Changes in existing CAs, establishment of new CAs, and changes in position descriptions and CLs, are prohibited once a need for a RIF has been established. In this context, "established" means the earlier of the following:

(1) The commander or activity/organization chief has announced that reductions in the work force will be required or--

(2) SF 52-Bs requiring RIFs in the CA are in place in the CPO.

b. Authorization and recruitment for positions cancelled/withdrawn will be prohibited for one year from the effective date of abolishment.

c. An SF 52-B (recruitment action) will not be cancelled or withdrawn to avoid placement of a RIF-affected employee.

d. Retention factors determine the retention standing of competing employees.

e. The resignation of a TG I or II employee during a RIF or TOF that results in another competing employee not being separated by RIF, will be treated as an involuntary separation. The NOA is termination-involuntary (see chapter 10). The employee volunteering to resign will be eligible for separation benefits the same as if they had been adversely affected by the RIF or TOF, except as noted below.

(1) When an employee resigning under subparagraph 4-3e is affected by the RIF or TOF (proposed action is reassignment or CLG), the CPO will counsel the employee--

(a) That by choosing to resign, the employee will forfeit any further right to a review of the propriety of the proposed RIF action.

(b) The employee will be eligible to register on the ARPL of the CPO processing the separation.

(2) When an employee not affected by the RIF or TOF resigns under subparagraph 4-3e, the CPO will counsel the employee that he/she will not be eligible to register on the ARPL.

f. An employee within six months of reaching age 60 or older on the effective date of RIF or TOF will not be offered positions outside the commuting area for which payment of a relocation allowance would be authorized.

4-4. ACTION COVERAGE. The policy and procedures established in this chapter will be applied when organizational changes are caused by an action from both subparagraph 4-4a and 4-4b. A personnel action must meet an element under "action to be taken" and "cause of action" if a RIF action. A personnel action that does not meet an element from both is not a RIF action and must be taken under other appropriate authorities.

a. Action to be taken is release of a competing employee (TGs I or II) from a CL by--

(1) Separation.

(2) CLG (demotion).

(3) Reassignment requiring displacement of another competing employee.

(4) Furlough for more than 30 consecutive days (or more than 22 workdays if done on a noncontinuous basis).

b. Cause of action is--

(1) Lack of work or funds.

(2) Cuts in personnel authorizations.

(3) Abolishment of positions.

(4) Reorganization.

(5) Reclassification of an employee's position due to erosion of duties when the reclassification action will take effect after a formal announcement of RIF in the CA and will take effect within 180 days.

(6) Placement of a former employee exercising mandatory restoration following military duty.

(7) Placement of a former employee exercising mandatory reemployment following recovery from a work related injury or occupational disease.

(8) Deactivation or relocation of an employing organization.

(9) Conversion of in-house operations to contract operations.

(10) Merging of one employing organization with one or more employing organizations.

(11) Transfer of the employee's function.

4-5. ACTIONS EXCLUDED. RIF procedures will not be applied to--

a. The termination of a temporary promotion or the return of an employee to a position held before the temporary promotion or one of equivalent grade and pay.

b. A CIG based on the reclassification of an employee's position due to the application of new classification standards or the correction of a classification error.

c. A CIG based on reclassification of an employee's position due to erosion of duties. This exclusion will not apply to a reclassification action that meets the rule described in subparagraph 4-6c. This exception ends at the completion of the RIF.

d. A change in the employee's work schedule from part-time to full-time. RIF procedures are used in an involuntary change from full-time to part-time.

e. A reduction in the number of scheduled hours within a part-time tour of duty (e.g., from 32 to 24 scheduled hours per week).

4-6. RECLASSIFICATION. When the grade of a position is reduced, the CPO will identify the reason for the change. This reason determines whether RIF procedures must be followed.

a. Reclassification due to reorganization. Changes that meet the definition of reorganization may be recognized when they occur or later, such as during a review, survey, or study. When a reorganization causes the release of a competing employee from a CL because of an element listed under subparagraph 4-3a, provisions of this chapter will be applied. For example, an organization reorganizes two KGS-9 positions into one KGS-9 and one KGS-7. As a result, one of the employees must be released from the CL. RIF procedures will be applied to determine which employee is released. The employee in the position reorganized to the KGS-7 level is not the one automatically retained in that position and reduced in grade to KGS-7. When permanent positions are eliminated or reduced in grade because of a reorganization, affected incumbents will be reassigned to **vacant PERMANENT continuing** positions at their same grades. Employees may be reassigned in the same or a different CA to avoid or minimize use of RIF procedures.

b. Reclassification due to new standards or correction of error. RIF procedures DO NOT APPLY when the grade of a position must be reduced because of the application of new classification standards or the correction of a classification error. In these situations, the duties of the position do not change; the grade changes because of a new standard or the correction of error.

c. Reclassification due to erosion.

(1) This describes a situation where the grade of a position must be reduced because duties have gradually drifted away through an extended erosion process. An evaluation of the position shows no proximate cause or determinable time for the change in duties. This contrasts with a reclassification due to reorganization where a planned change in duties has occurred in which the cause of reclassification and time frame are clear.

(2) In job erosion cases, the proper procedures for downgrading the employee depends on whether a RIF has been announced, and will take effect within 180 days, in the employee's CA. RIF procedures must be followed in job erosion actions when the downgrading will take effect after a formal announcement of RIF in the employee's CA and the RIF will occur within 180 days after the effective date of the downgrading action.

(3) In determining whether RIF procedures are required, the CPO will consider "announced" RIF. In this context, "announced" means that a general or specific RIF notice has been issued in the CA. Sometimes a RIF is a possibility that will not occur. In this case, the CPO may proceed with the downgrading due to erosion of duties without using RIF procedures unless an actual decision has been made to conduct a RIF. The purpose of the 180-day rule is to preclude reclassifications based on job erosion when RIF actions are pending. Some examples are as follows:

(a) Example 1. On 15 January, the CPO/management determines that the position of employee X, in organization Z, was overgraded due to erosion of duties, and proposes the employee's downgrading to be effective 15 February. On 20 January, the commander of organization Z announces a RIF to take effect on 1 April. The CPO must delay the downgrading action and correct the position grade as part of the RIF, because the downgrading will occur within the 180-day period before the announced RIF. Employee X would compete in the 1 April RIF to remain in his CL at the grade of the misclassified position.

(b) Example 2. On 10 February, the CPO issued notices for a RIF to take effect on 31 September. On 15 February, the CPO proposes the downgrading of employee Y due to erosion of duties, to be effective on 15 March. The CPO may proceed with the downgrading action because it will occur more than 180 days before an announced RIF. RIF procedures are not required.

(c) Example 3. On 15 January, the CPO proposed the downgrading of employee Z due to erosion of duties; the action took effect on 15 February. On 1 April, the CPO issued notices for a RIF to take effect on 1 June. No additional action is required. The downgrading took place before a RIF was announced, though the RIF occurred less than 180 days after the downgrading.

d. Reclassification actions due to job erosion that are not subject to RIF procedures are effected as position classification actions.

4-7. REASSIGNMENT AUTHORITY AND RIF PROCEDURES.

a. Authority to reassign, without regard to RIF procedures. (See chapter 2.)

b. Obligation to use RIF procedures. A competing employee has a right to compete in second round competition only if released from the CL in first round competition and faces separation or CIG.

c. Optional use of RIF or reassignment. An employee's assignment right may be satisfied by assigning the employee to a vacant position in the same CA. The vacant position must have a rate of pay or be the same grade to which the employee would be entitled based on bump or retreat. (See chapter 2, subpara 2-8a.) An employee also may be offered a vacant position instead of separation by RIF.

4-8. NONCOMPETING EMPLOYEES. TG III employees and family member employees occupying positions normally designated for KN occupancy are noncompeting employees. They have no placement rights under RIF procedures. They will be terminated on or before the effective date of RIF if they occupy continuing positions that can be used as vacancies/placement opportunities for competing employees. Placements under this authority avoid or minimize use of RIF procedures and prevent separation of competing employees.

a. The order of release of noncompeting employees will be as follows:

(1) Family member employees occupying positions normally designated for KN occupancy will be terminated before KN employees.

(2) Among noncompeting KN employees--

(a) Temporary employees occupying **PERMANENT continuing** positions will be terminated before temporary employees occupying TEMPORARY positions. (The PERMANENT continuing position affords a better placement for a competing employee.)

(b) Reemployed retirees (employee over age 60) will be terminated (in order of date of birth (DOB), oldest released first) before other KN noncompeting employees.

(c) Remaining noncompeting employees (under age 60) will be terminated in retention standing order (inverse order of their retention standing, beginning with the employee having the lowest standing).

b. Exceptions to permit retention of noncompeting employees affected by use of RIF procedures must be approved by the CPD, USFK, or Air Force and KOSA CPOs. A request to the CPD should be submitted as early as possible and must be fully documented.

c. Paragraph 4-30 explains minimum notice periods for noncompeting employees and family members.

4-9. PLANNING.

a. Commanders will include the OCPD, CPOs, managers, and supervisors, in the earliest planning stages of an organizational change. OCPD, CPOs, and supervisors of affected organizations, will work closely with budget and manpower personnel to assess the effect on dollars, spaces, and personnel. A local plan should be developed outlining the sequence of events and time phasing of the planned action. This ensures actions are complete within targeted time frames.

b. When it becomes known that civilian reductions may or will be required, the Commanders of EUSA, 7th AF, and KOSA (to include agency chiefs or their designees), may freeze recruitment (recruitment and promotions) in all areas under their jurisdiction. The CPO may temporarily freeze recruitment (hiring and promotions) in the CA or total serviced area to increase placement opportunities for surplus employees. When this option is used, the OCPD, USFK, must be notified before effecting the freeze. The OCPD, USFK, will notify all other USFK CPOs, as appropriate.

c. The Commander, USFK (or designee), may impose a recruitment freeze USFK-wide, as necessary. The JLAC will prepare a recommendation for command group consideration whenever it appears appropriate to impose a freeze USFK-wide.

d. The need to apply RIF procedures does not suspend management's authority to take other legitimate personnel actions, such as involuntary management directed reassignment or CLG due to unsatisfactory performance. Such actions may be taken before, during, or after a RIF using the appropriate procedures of this regulation.

4-10. DISRUPTION TO BE EXPECTED. An announcement of a RIF, TOF, or realignment, will have a disruptive effect on the work force and management. These disruptions may be minimized by careful planning. A local plan should be developed outlining the sequence of events and time phasing of the planned action. This assures that all actions are completed within the period required by higher HQ or installation commanders.

4-11. RESPONSIBILITIES.

a. Management officials (commanders and activity/organization/department heads, managers, and supervisors at all levels) and CPOs will--

(1) Carefully coordinate and implement joint management-CPO actions to lessen the need for RIF and reduce the number of employees to be affected.

(2) Be sensitive with respect to the timeliness of recruitment cessation in relation to preliminary phases of any impending RIF. Since vacancies are significant assets during a RIF, it is important that recruitment cease sufficiently before a RIF to make a positive difference when a RIF is carried out. All vacancies that are available to place affected employees can relieve the total impact of a RIF.

(3) Keep the work force and union advised of reductions. Communicate placement and RIF policies and procedures to employees and union representatives. Open communications with union representatives and employees will forestall rumors and their adverse effect on morale and the mission. This also helps employees understand the reasons for the RIF and encourages them to continue work with as little disruption as possible.

(4) Ensure that RIF actions comply with provisions of this chapter and prevent any action or practice to manipulate the RIF process or avoid assignment rights of competing employees.

b. Management officials will--

(1) Immediately contact the applicable servicing CPO for guidance and assistance when it becomes known that civilian reductions may/will be required.

(2) Provide written notice of civilian reductions to the servicing CPO, with a copy furnished to HQ USFK, ATTN: OCPD, Unit #15237, APO AP 96205-0010. The written notice will contain the following: name of the organizational element/function being reduced; cause/reason for the reduction; effective date of reduction; number of personnel attached to the unit/function being reduced; and number of positions and personnel being affected by the reduction.

(3) Identify affected positions. Provide the servicing CPO SF 52-Bs for all positions to be abolished. Withdraw or cancel invalid or rescinded personnel actions necessary to carry out the required personnel changes. Management officials will attempt to provide the SF 52-Bs to the servicing CPO at least 180 days before the desired effective date of the action. CPOs rely on timely receipt of SF 52-Bs to help in pre-RIF planning, advance written notice to affected employees, notification to local union representatives, and reports to the CPD, USFK.

(4) Release employees receiving placement offer to vacant positions within 30 days of acceptance.

(5) Accept employees who have placement rights.

c. CPOs will--

(1) Administer RIF, furlough, and TOF, IAW USFK Reg 690-1 and component procedures.

(2) Inform the concerned local labor union chapter of projected or scheduled personnel actions as required by the labor management agreement.

(3) Attempt to issue RIF notices to affected competing employees at least 120 days before the RIF effective date. In all cases, affected competing employees must receive written notice not later than (NLT) 30 days before the effective date of the RIF action.

(4) Notify management officials of projected placements affecting encumbered positions or vacancies. See chapter 2, paragraph 2-6, for information concerning when a management official cancels or withdraws a recruitment action after notification that a vacant position will be filled by a RIF affected employee.

(5) Provide RIF reports to the CPD, USFK (content and frequency as requested by the CPD, USFK).

(6) Issue an SF 50-B to assign the employee to a different position, to separate the employee from the rolls, or to furlough the employee (if applicable). Chapter 10 provides guidance on recording separation actions. See FPM Suppl 296-33 for guidance on recording other placement actions.

(7) Maintain detailed records of decisions made while conducting the RIF and all facts used to determine qualifications for later review by higher authorities, management officials, and employees. Records are maintained for inquiries and appeals that may develop while conducting the RIF or after the RIF. CPOs will preserve all registers and records relating to RIF/TOF action for at least one year from the effective date of the action or longer, if required by component policy. Army policy is contained in AR 25-400-2.

d. The CPD, USFK, will notify the ROKG Ministry of Labor (MOL), USFK KEU, and HQDA of a RIF scheduled to affect a significant number of Army employees. The Air Force, KOSA CPOs, and JLAC representative for U.S. Naval Forces, will notify their component HQ, as appropriate.

e. Within EUSA, RMs will comply with chapter 2, paragraph 2-6, when organization or activity heads cancel or withdraw recruitment actions after notification of a mandatory placement.

f. Employees will respond to any CPO request to review or update records and notices of proposed personnel actions, NLT the suspense date established by the CPO.

g. Figure 4-1 clarifies joint managment-CPO actions and milestones.

4-12. ALTERNATIVE ACTIONS. When a RIF is anticipated, commanders will take action to lessen the likelihood of adverse effects on the KN work force. Possible actions to minimize the need for a RIF include--

a. Imposing a freeze on hiring and promotions.

b. Separating temporary employees whose appointment will expire on or shortly after the target date of the organization change. Management, considering availability of manpower resources, determines "shortly after".

c. Identifying employees who are eligible for mandatory retirement on or shortly after the target date of the organizational change.

d. Reassigning employees out of the employing organization in which a reduction is planned into vacant continuing positions of the same value in the same CA.

e. Abolishing APF or NAF positions occupied by family member employees who will rotate on or shortly after the target date of the organizational change.

4-13. IMPACT ANALYSIS. Commanders will analyze planned personnel action, from an economical and political point of view, to determine the impact on the community and on the command. The following will be considered in the analysis:

a. KEU reaction to the planned action.

b. Reactions from ROKG agencies, trade unions, and political parties.

c. Adverse reflection on the U.S. Army employer.

d. Local economy unemployment situation.

e. Possible absorption of separated employees into the local economy.

4-14. KOREAN EMPLOYEE'S UNION (KEU) PARTICIPATION. Once management decisions have been made, notification to union officials having exclusive recognition should be made according to the locally negotiated agreement.

4-15. RETENTION REGISTER.

a. Retention registers are used in a RIF to determine which employees are retained and separated. Employees are assigned to retention registers based on the position they officially occupy.

b. Employees listed on retention registers. CPO will list on the retention register the name of each employee, except as provided in subparagraphs 4-15c and 4-15d, who--

(1) Is officially assigned to a position in the CL (including employees on paid or unpaid leave, or on detail to another position).

(2) Is temporarily promoted from the CL by temporary promotion.

(3) Has received a notice of proposed CLG or reassignment due to unacceptable performance.

(4) Has received a notice of proposed removal due to unacceptable performance.

(5) As of the effective date of the RIF has received a final written decision to DEMOTE is listed on the retention register for the position to which they will be demoted.

c. Employees listed apart from retention registers. Certain employees officially assigned to positions in a CL are not included in the retention register for that level, but they are listed on the same document. The employee must be removed from positions in the CL by other than RIF before releasing any competing employee from the CL through RIF action. The CPO enters on this separate list, in the following order, the name of each employee who--

(1) Is serving under a temporary appointment or temporary promotion (with the expiration date of the appointment or promotion).

(2) As of the effective date of the RIF, has received a final written decision to remove from the position because of unsatisfactory performance. See chapter 10 for guidance on separations.

d. Employees not listed. A former employee on active military duty (termination-military) with a possible future restoration right is NOT listed on either the retention register or the separate list.

e. Order on a retention register. Employees are listed on a retention register in the following order--

(1) Within the CL, by TG.

(2) Within each TG, by subgroup.

(3) Within each subgroup, by SCD for RIF.

4-16. COMPETITIVE AREA.

a. Each CPO will establish CAs following major organizational entities and geographical boundaries. For example, all EUSA activities within the city of Pusan; the Defense Commissary Agency serviced by the Seoul CPO; all Air Force activities at Kunsan Air Base. A minimum CA need not be larger than a local commuting area. CAs will normally follow personnel management servicing boundaries unless the CPO servicing area is so large that relocation costs would be incurred administering RIF. Because several activities may be serviced by the same personnel office does not, of itself, require that they

be placed in the same CA. Employees within the organizational unit(s) and geographical location(s) defined are included in the CA.

b. See subparagraph 4-3a for restrictions on establishment of new CAs and changing CAs.

c. Employees in a CA compete only with each other, they do not compete with employees in another CA. In any one RIF, a CPO may not use one CA for the first round of competition and a different CA for the second round of competition. Separate CAs are established for APF and NAF. Under RIF procedures, APF competing employees do not have assignment rights to NAF positions and NAF competing employees do not have assignment rights to APF positions. **NOTE:** An APF competing employee with no assignment right may be offered placement to a NAF vacancy under the rules and procedures of chapter 2 (chapter 2, subpara 2-8a). A NAF competing employee with no assignment right may be offered an APF vacancy using the Rules and Procedures of chapter 2.

4-17. COMMUTING AREA. Each CPO is responsible for defining local commuting areas and applying the definition. The geographic extent of a particular commuting area will be determined based on such factors as distance, availability and adequacy of public transportation facilities, and travel time required for going to and from work. There is no mileage standard to decide when two camps (bases or stations) would be in the same local commuting area. Within the ROK, travel time of up to 2 hours, either alone or in combination with a radius of up to 50 kilometers (approximately 31 miles), is a common commuting time or distance. Two hours travel time to work is not unusual because of congested traffic conditions.

4-18. COMPETITIVE LEVELS.

a. Each CPO (position management and classification with staffing concurrence) will establish CLs, i.e., groups of similar positions. In the first round of competition, employees compete to remain in the CL. In the second round of competition, employees compete for assignment to positions in different CLs.

b. See subparagraph 4-3a for restrictions on establishment of new CLs and changing CLs.

c. A CL consists of positions in the CA that are in the same grade (or occupational level), same classification series. They are so similar in duties, responsibilities, qualification requirements (experience, training, skills, and aptitude), that the employees who occupy them could exchange jobs without undue interruption of work and without extensive (normally 90 days or less) training.

d. Separate CLs are required according to the following categories:

(1) By classification series.

(2) By pay schedule. For example, KGS and KWB are considered different pay schedules for RIF purposes.

(3) By type of work schedule. Separate CLs will be established for positions filled on a full-time, part-time, or intermittent basis.

(4) By supervisory or nonsupervisory status.

(5) By trainee status. Separate CLs should be established for formally designated intern positions filled by employees in positions having the characteristics described in chapter 1, subparagraph 1-6g.

e. Where classification standards have been merged or superseded, if the former position(s) no longer exists, and successor positions could not have been in the same CL because the series was different, the employee may not retreat.

f. CLs are not based on the personal qualifications or performance levels of individual employees. A position will not be assigned to a separate CL based solely on any of the following:

(1) A difference in the number of hours or weeks scheduled to be worked by other than full-time employees who otherwise would be in the same CL.

(2) A requirement to work changing shifts.

(3) The grade promotion potential (full performance level) of the position.

(4) The age or sex of the incumbent of the position.

4-19. EFFECTIVE DATE OF RETENTION STANDING.

a. Date of retention standing. An employee's retention standing is determined as of the date they are released from a CL. Any TG change scheduled to occur during the notice period must be considered in determining the employee's retention standing. For example, when an employee's TG will change from TG II to I (upon completion of the trial period) during the applicable notice period.

b. Date of RIF notices. The CPO must establish a single, official date, for issuance of specific notices for each RIF, in each separate CA. The date will be the same for determining retention standing for all competing employees in the CA, even when circumstances require the CPO to issue some individual notices after the uniform date. For example, if a CPO must give a competing employee a new 30-day notice when it intends to take an action more serious than first specified (subpara 4-30e). This new notice period does not change the dates under subparagraph 4-19a for determining the employee's retention standing.

c. Proposed removal or demotion. When an employee has a pending notice of proposed removal or demotion and the final decision on the proposal is due before the effective date of the RIF, the CPO cannot determine the employee's retention standing until the final decision is given the employee. If the final decision is to remove the employee from the CL, the employee would not be a competing employee in the CL.

d. Exceptions. The retention standing of an employee temporarily retained in their CL under a discretionary continuing or temporary exception is determined as of the date the employee would have been released from the CL had the CPO not used the exception. This means the retention standing of an employee remains fixed as of the day the employee would have been released until the CPO completes the RIF action that resulted in the temporary retention.

e. Correction of error in retention standing. When a CPO discovers an error in the determination of an employee's retention standing, it will correct the error and adjust any erroneous RIF actions IAW the employee's actual retention standing.

4-20. SERVICE COMPUTATION DATE.

a. Creditable service is USFK employment that meets the requirements for a particular type of benefit, such as leave accrual and RIF retention. CPOs identify creditable service by establishing a SCD for each employee on USFK Form 125 (Statement of Prior Service with U.S. Forces, Korea) or Standard Form 144 (Statement of Prior Federal Service) used by the Air Force. SCDs are documented on SF 50-Bs.

b. Within each TG, employees will be listed by tenure subgroup. Within each tenure subgroup, employees will be ranked by length of creditable service, in descending (highest to lowest) order according to their SCDs.

c. SCDs are determined using the following rules:

(1) Appointment with a full-time or part-time work schedule.

(a) If at the time of appointment to a full-time or part-time work schedule, the employee lacks prior creditable service, the SCD will be the same as the calendar date (month, day, year) on which the employee is appointed.

(b) When an employee does have prior service that is creditable, the SCD for this purpose is the calendar date of the appointment, less the years, months, and days of the employee's prior creditable service. Previous part-time service will be fully creditable despite actual hours worked. Previous intermittent service is not creditable.

(2) Appointment with an intermittent work schedule. Effective January 1994, SCDs for intermittent employees will be documented in OPFs and entered in the automated civilian personnel systems to identify the standing of employees within TG III. The SCD of an employee assigned to an intermittent work schedule will be established as follows:

(a) An employee assigned to an intermittent work schedule on 30 September 1993 will receive "grandfathered" credit for continuous intermittent employment immediately preceding 1 October 1993, under the service credit rules applied by the component before 1 October 1993.

(b) Effective 1 October 1993, only the days that an intermittent employee is actually in a work/pay status will be creditable.

(c) CPOs will recompute intermittent SCDs quarterly, effective with the quarter ending December 1993.

(d) An employee changed from a full-time or part-time work schedule to an intermittent work schedule on or after 1 October 1993, will be credited with any creditable service completed before the change. Effective on or after 1 October 1993, any subsequent creditable service will be determined credited IAW subparagraph 4-20c(2)(b).

(e) The CPO will recompute the SCD of an intermittent employee upon separation or change from intermittent to part-time or full-time by applying the rules of subparagraph 4-20c(1) and 4-20c(2).

(3) CPOs will process SF 50-Bs to document changes in employee SCDs.

d. Limitations on SCD.

(1) Creditable service will not predate 1 December 1954 for APF, KOSA, or NAF employees formerly employed by the Army Recreation Services Operation, Korea.

(2) Creditable service will not predate 30 April 1956 for all other NAF employees.

(3) Effective 1 July 1985, APF and NAF service, for which documentation is available, will be considered interchangeable for RIF credit. This includes service on or after 1 December 1954 with the KSC. KSC service before 1 December 1954 is not creditable.

(4) APF service and invited contractor service done after 1 January 1972 will be interchangeable. Employees converted, due to management-directed action, from invited contractor to APF, or vice versa, on or after 1 January 1972, will receive credit for total continuous service done in either capacity before 1 January 1972.

(5) A former USFK employee drafted into the ROK Armed Forces (termination-military) and subsequently reemployed under mandatory restoration rights (chapter 2) will be credited with the time spent in the ROK Armed Forces.

e. Other factors.

(1) Employees who have been in a LWOP status for more than six months at the time the RIF occurs will have the amount of LWOP more than six months deducted from their SCD. This does not apply if the employee was receiving compensation from the OWCP during the absence for a work connected injury or disease.

(2) All periods of absence without leave (AWOL) of one or more days will be deducted from the SCD.

(3) See chapter 7, subparagraph 7-8c for factors affecting the SCD (i.e., other deductions from the SCD).

f. Breaking ties. If two or more employees have the same SCD, the tie will be broken based on service before 1 December 1954 or 30 April 1956, see subparagraph 4-20d(1) and 4-20d(2), as applicable. Such service must be supported by valid records, such as original personnel actions or payroll change slips. Employees with the least service will be affected first. If this does not break the tie, the employee whose job is being abolished will be released from the CL. When none of the employees are those whose jobs are being abolished, the tie will be broken as follows:

(1) The employee with the most recent outstanding performance rating (OPR) will be retained. Only OPRs not more than 4 years old from date of approval and received in the CPO NLT 180 days before the RIF effective date will be used.

(2) If none have received an OPR or if the most recent OPR was approved on the same date, the DOB will be used, with the oldest employee being retained. If a tie still exists, operating CPOs will seek the guidance of the CPD, USFK. **NOTE:** This DOB rule applies only to competing employees. It differs from the DOB rule applied to noncompeting over age 60 employees under provisions of subparagraph 4-8a(2)(b).

4-21. TENURE GROUPS AND SUBGROUPS. TGs and subgroups are as follows:

a. Tenure group.

(1) Group I includes employees serving on permanent appointments who have completed the trial period.

(2) Group II includes employees serving on permanent appointments who are serving a trial period.

(3) Group III includes employees serving on temporary appointments and all intermittent. TG III employees are noncompeting employees who have no assignment rights. The retention standing of employees in this TG must be identified to apply RIF preplanning and provisions of paragraph 4-9.

b. Within each TG, by preference subgroup. Subgroup A is first, followed by subgroup B, followed by subgroup C, and last by subgroup D. Preference subgroups (and the Army Civilian Personnel System (ACPERS) codes that represent the applicable subgroups for employees of Army) are identified below.

(1) Subgroup A (ACPERS H) includes veterans permanently disabled because of a military service-connected injury or disease and veterans who received the Taeguk or Ul-chi Medals, Medal of Honor, or Distinguished Service Cross.

(2) Subgroup B (ACPERS E) includes wartime veterans who served in the ROK Armed Forces during the period 25 June 1950 to 27 July 1953 (in the Korean conflict) or during the period 1 July 1963 to 31 March 1973 (Vietnam). Vietnam veterans must have served in the Republic of Vietnam or its offshore waters during the cited period. Military service must be verified by the appropriate ROK military service branch.

(3) Subgroup C (ACPERS K) includes employees who are receiving or who received compensation from the OWCP (or NAF Employers Self-Insurance Service) for a permanent job-related disability sustained while employed with USFK.

(4) Subgroup D (ACPERS B) includes all other employees.

4-22. FIRST ROUND COMPETITION - RELEASE FROM COMPETITIVE LEVEL.

a. Coverage. First round competition provides a means to avoid or decrease the necessity for RIF in the CA. This paragraph explains--

(1) Competition to remain in a CL or to be reassigned to a vacant permanent continuing position at the same grade or rate of pay, in the same CA, in the same or a different CL.

(2) Other actions a CPO will take to minimize the release of permanent employees from a CL.

(3) The order of release of employees from a CL.

b. Movement within a CL--

(1) When a competing employee's position is abolished, the employee is not automatically released from their CL. The CPO must first release noncompeting employees occupying permanent positions and other employees specified in subparagraph 4-22c(1). Subsequently, competing employees may be reassigned (same grade/rate of pay), to vacant permanent continuing positions within the CA; in the same or different CL. Some qualifications requirements may be waived (see para 4-27).

(2) A competing employee whose position is abolished, has a right to another position in the CL as long as they are not the lowest-standing employee. If the employee in the abolished position is the lowest standing employee, they are the one released from the CL. Similarly, when satisfying an assignment right of an employee from a different CL, a CPO is not required to offer the job of the lowest-standing employee. Instead, it may reassign employees within the CL and offer any position in the CL as long as the assignment right is satisfied and the proper order of release from the level is followed. This order of release from a CL and permitted exceptions are discussed in subparagraph 4-22c and d.

c. Regular order of release. After compliance with paragraph 4-8 and before a competing employee is released from the CL, the CPO must first release from the CL, each employee--

(1) Serving under a temporary promotion to a position in that CL. Employees are returned to their permanent positions of record, or equivalent.

(2) Who has received a written decision of separation because of unacceptable performance from a position in that CL.

(3) Serving under a specifically limited temporary appointment to a position in that CL.

(4) Competing employees. After a CPO has released all noncompeting employees occupying permanent positions, it selects competing employees for release in the inverse order of their retention standing beginning with the employee having the lowest standing. Group III employees occupying permanent continuing positions are released before any employee in group II is released. All employees in group II are released before any employee in group I is released. Further guidelines for release are given below.

(a) All employees in subgroup D (ACPERS B) are released before any employee in subgroup C (ACPERS K) is released. All employees in subgroup C (ACPERS K) are released before any employee in subgroup B (ACPERS E) is released. All employees in subgroup B (ACPERS E) are released before any in subgroup A (ACPERS H).

(b) Within each subgroup, employees are released in the order of their SCDs, beginning with the most recent SCD. When employees in the same retention subgroup have identical SCDs and are tied for release, the CPO determines the order the tied employees are released IAW subparagraph 4-20f. See subparagraph 4-22d for exceptions pertaining to this regular order of release.

d. Exceptions to regular order of release. A CPO may release a competing employee from a CL, while retaining in that CL, another competing employee with lower retention standing, only if the action is authorized as a discretionary or liquidation exception.

(1) Discretionary continuing exception. A CPO may make a continuing exception to the regular order of release to keep an employee in a position that no higher standing employee can take over within 90 days and without undue interruption to the organization. For example, this may be used to avoid the interruption or untimely termination of a work process vital to a "critical" defense capability. Examples are: There will be a direct and detrimental impact on the combat readiness and war fighting capability of a unit or significant portion of the force. A unit would not benefit from an added war fighting capability because a modernization system will not be fielded timely. This exception may be made only to retain an employee whose assignment will last more than 90 days beyond the effective date of the RIF.

(2) Discretionary temporary exception. A CPO may make a temporary exception to the regular order of release for not more than 90 days when needed to retain an employee for 90 days or less after the effective date of release of a higher standing employee from the same retention register. A CPO may use this discretionary temporary exception for any of the following reasons:

(a) Continue an activity without undue interruption.

(b) Satisfy management's obligation to provide a competing employee a full 30-day notice when the employee is absent from the duty station and cannot receive notice the same day as other employees or when a new notice must be given.

(c) Benefit an employee when the temporary exception does not adversely affect the rights of any higher standing employee who is released ahead of a lower standing employee, e.g., retaining an employee on sick leave until the sick leave is exhausted or the employee has recovered. The temporary retention may exceed 90 days but may not exceed the date the employee's sick leave is exhausted.

(3) Liquidation exceptions. When all positions in a CA will be abolished within 90 days, the CPO must release the employees in subgroup order but may release them despite their retention standing within a subgroup. A CPO may use both discretionary continuing exceptions and discretionary temporary exceptions during a liquidation. When a CPO uses the liquidation provision, it must notify the affected employees and give the date the liquidation will be completed.

e. Notice to higher-standing employees. When an employee will be retained--

(1) Under a discretionary continuing exception, the CPO must give written notice of the exception and the management reason for it to each higher standing employee reached for release from the same retention register.

(2) Under a discretionary temporary exception for more than 30 days after the date a higher standing employee is released from the same retention register, the CPO must give written notice to the higher standing employee. The notice must state the exception, the management reason for it, and the date the lower-standing employee's retention will end.

f. The CPO will record on the retention register the reason for any exception to the regular order of release. In addition, when a discretionary temporary exception is made, the CPO will list on the retention register (opposite the name of the lower-standing employee), the date retention will end.

g. Figure 4-2 summarizes first round competition.

h. Action following release from CL. A competing employee reached for release from a CL may have a right to be assigned to another position. Assignment rights are called bump and retreat. When the employee has no right of assignment to another position or turns down an offered position satisfying the assignment right, the CPO may separate (or furlough, if applicable) the employee under RIF procedures. If a furlough is not appropriate, the employee may be separated. An employee may not be separated while a lower-standing employee in the same CL remains on furlough.

4-23. SECOND ROUND COMPETITION - ASSIGNMENT RIGHTS.

a. Coverage. Assignment rights are the second round of competition when employees compete for jobs in other CLs. This paragraph explains a competing employee's eligibility, following release from a CL under procedures of paragraph 4-22, to be assigned to either a vacant or encumbered continuing position. TG III employees do not have assignment rights.

b. Basic rights. When a competing employee is released from a CL, the CPO determines whether the employee has a bump or retreat (assignment) right to an available position, as defined in subparagraph 4-23c.

(1) When an employee has an assignment right, the CPO will offer the position (or an available equivalent one). To satisfy an employee's assignment right, the CPO may offer the employee a vacant position equal to a position that the employee is entitled, based on bump or retreat rights. When an employee refuses an offer, the CPO can separate the employee (or furlough the employee, if applicable).

(2) If a competing employee has no assignment right, the CPO can separate the employee. When possible, the CPO will offer the employee a vacant continuing position or a vacant or encumbered temporary or intermittent continuing position in the CA instead of RIF separation. Offers made under this authority cannot violate the assignment rights of any other competing employee and will be based on subgroup superiority.

c. Extent of offer. An available position satisfying an assignment right or offer extended under second round competition must meet the conditions described in subparagraph 4-23c(1) through (6). The available position must--

(1) Be a continuing position in the same CA.

(2) Be the same grade or no more than three grades or three-grade intervals (or equivalent) below the position that the employee is released from.

(3) Be one that released employee meets qualifications. If offering a vacancy, waiver provisions may be applicable.

(4) Have a representative rate no higher than the representative rate of the position that the employee is released from.

(5) If encumbered, be occupied by another employee subject to displacement by the released employee.

(6) Have the same type of work schedule (e.g., full-time, part-time, or intermittent), unless retreating or offering a vacancy.

d. Determination of best offer. When more than one available position will satisfy an employee's assignment right, the employee is entitled to the position offer with the grade or representative rate equal or closest to the grade of the position from which released. When two or more positions exist, all with the same grade or representative rate, the CPO may offer the employee any one of them. An employee has no right to choose a position. In determining the best offer--

(1) A vacant permanent position will be deemed the better offer than an encumbered position.

(2) A lower graded permanent continuing position is deemed the better offer than a temporary continuing position.

(3) A vacant permanent position at the same grade level will be deemed the better offer even if the work schedule is part-time. **NOTE:** Under procedures of chapter 2, full-time employees given part-time employment through RIF procedures receive priority consideration for full-time positions.

e. Comparing positions.

(1) When a comparison of positions in different work schedules (for example, full-time versus part-time) or pay schedules are needed to determine the best offer, the CPO will apply the following procedures:

(a) Multiply the representative rate of the full-time position by 2,080 hours to arrive at the annual salary.

(b) Multiply the representative rate of the part-time position by the scheduled hours per week times 52 to arrive at the annual salary.

(c) The position with the highest annual salary constitutes the best offer.

(d) Representative rates are basic rates without augmentation for overtime, night differential, etc.

(2) The CPO will apply the procedures of subparagraph 4-23e above to determine when a comparison of positions is needed to establish equivalent grade levels. The comparison is used to determine an employee's eligibility to bump or retreat to a position in a different pay schedule. When the approval of new pay rates has been announced before the date of notices and the new rates will be put into effect by the effective date of the RIF, the new pay rates must be used.

f. Limits on position offers. A competing employee is entitled to only one proper offer and is entitled to no further offers upon acceptance or rejection of an offer, or failure to reply to an offer. Despite an employee's entitlement, the CPO will continue to monitor changes that may give a better offer to an employee. The CPO will make a better offer if a position constituting a better offer becomes available on or before the effective date of the RIF. It makes no difference whether the employee has accepted or rejected a previous offer. A better position may become available when another employee rejects an offer or vacates the position, e.g., by resignation or death. For example, if the best offer that can be made initially to a KGS-11 is a KGS-7 position and a KGS-9 position became available later (but still on or before the RIF effective date), the CPO must offer the KGS-9 position regardless of the employee's acceptance or rejection of a KGS-7 position.

g. Alternative offer. After determining an employee's assignment right, the CPO, at its discretion, also may make an alternative offer of a vacant position. The position must have the same or a lower representative rate than that of the position to which the employee is entitled. The alternative offer may be a second offer of RIF assignment to a vacant position instead of RIF separation or other RIF action. For example, this option could permit the employee to continue working in the same commuting area rather than displacing a lower-standing employee at a different duty station within the CA. This option could also be used to allow the employee to remain in the same line of work rather than displacing a lower-standing employee in a different program

within the CA. In making an alternative offer of a vacant position with a lower representative rate, the CPO must ensure that the employee also has received notice of their entitlement to a position with a higher representative rate. An offer made under this authority cannot violate the assignment rights of any other competing employee.

h. Using vacancies to satisfy an assignment right.

(1) A CPO may satisfy an employee's assignment right by assigning the employee to a vacant position in the same CA having a representative rate equal to a position that the employee would be entitled based on bump or retreat rights. A CPO also may offer a competing employee assignment to a vacant position instead of separation by RIF.

(2) When a CPO uses a vacancy as an offer of RIF assignment, the employee's right to the position is determined in the same way as bump or retreat. This means that the vacant position must be in the same CA, no more than three grades or three-grade intervals (or equivalent), below the positions held by a released employee. The right to the position is based on subgroup superiority as long as no employee has a retreat right to it. These requirements are applied as follows:

(a) If one employee is released from a CL and only one vacancy exists within the bump grade limits, the CPO offers that vacancy.

(b) If one employee is released from a CL and there are several vacancies within the three grade/three-grade interval limits, the employee is entitled to the vacancy with the highest representative rate. The employee has no right to choose a position.

(c) Two employees, a KGS-11 in subgroup IB and a KGS-9 in subgroup IA, are released from their CLs. Two available vacancies exist at KGS-9 and KGS-7, then the KGS-9 employee is entitled to the KGS-9 vacancy because of subgroup superiority.

(d) Several employees, all in the same subgroup, are released from the CLs. Several vacancies exist within the three grade/three-grade interval limits, the CPO will offer the vacancies to the employees unless this would violate an employee's retreat right. CPOs will use SCDs in determining which position to offer the employee (for example, two KGS-12 employees in the same subgroup are released and two vacancies exist, a KGS-12 and a KGS-11. Employee A previously held the KGS-12 vacancy. If employee A has an earlier SCD (721215) than employee B (740710), then employee A is entitled to the KGS-12 because of a retreat right. If employee A has a later SCD (761010) than employee B (750606), the CPO will offer the vacancy to the employee with the earlier SCD).

i. Using vacancies to place employees instead of RIF separation, or other RIF actions. A competing employee identified for release from the CL under first round competition will be granted assignment rights that will yield the best offer to a position from the following options. Positions offered under subparagraph 4-23i(1) through (7), will be continuing positions within the same CA.

(1) Reassignment to a vacant position (same grade) for which fully qualified. Qualification requirements may be waived as specified in paragraph 4-27. This includes displacement of noncompeting employees occupying permanent continuing positions and placement into part-time continuing positions.

(2) Bump an employee in a lower TG, or in a lower tenure subgroup within the released employee's own TG, who occupies a position at the same grade level and for which the released employee is qualified.

(3) Retreat to a currently encumbered position (same grade level) formerly held, or essentially identical with one previously held, that is currently encumbered by an employee with lower retention standing (e.g., later SCD) in the same tenure subgroup.

(4) CLG to a vacant position no more than three grades or three-grade intervals below the position from which the employee is released.

(5) Bump an employee in a lower subgroup who occupies a position no more than three grades or three-grade intervals below the position from which released and for which the employee is fully qualified.

(6) Retreat to a position formerly held, or essentially identical with one previously held, which is currently encumbered by an employee with lower retention standing (e.g., later SCD) in the same tenure subgroup. Employees cannot retreat to positions more than three grades or three-grade intervals below the position from which released.

(7) Displace temporary or intermittent position. When a TG I or II employee has no other RIF assignment right, the CPO will offer a vacant or encumbered, temporary or intermittent position. The position must be the same grade or no more than three grades or three-grade intervals below the position from which the employee is released.

j. See figure 4-3 for a summary of second round competition.

4-24. BUMPING.

a. Bumping is an employee's right of assignment to a position occupied by another employee in a lower TG, or lower subgroup within the released employee's own TG, in another CL. Employees cannot bump to a position in a different CA. An employee cannot bump from a higher to a lower work schedule, e.g., from a full-time job into a part-time job. Upon release from a CL, an

employee is entitled to retreat to an available position that requires no reduction, or the least possible reduction. The occupied position must be the same grade or no more than three grades or three-grade intervals (or equivalent), below the position from which the employee is released.

b. Subgroup superiority. Bumping requires subgroup superiority. The requirements that the occupied position is held by an employee in a lower subgroup means--

(1) A subgroup IA employee has bumping rights over employees in IB, IC, ID and group II.

(2) A subgroup IB employee has bumping rights over employees in IC, ID, and group II.

(3) A subgroup IC employee has bumping rights over employees in ID and group II.

(4) A subgroup ID employee has bumping rights over employees in group II.

(5) A subgroup IIA employee has bumping rights over employees in group IIB, IIC and IID, etc.

4-25. RETREATING.

a. Retreating is an employee's right of assignment to a position formerly held, or essentially identical with one previously held. The position retreated to is occupied by a lower-standing employee (later SCD) in the same tenure subgroup in a different CL. When retreating, employees can displace employees with different work schedules, for example, full-time to part-time, part-time to intermittent. But intermittent employees may not retreat to part-time or full-time positions and part-time employees may not retreat to full-time positions. Upon release from a CL, an employee is entitled to retreat to an available position that requires no reduction, or the least possible reduction, when the occupied position is--

(1) Held by an employee with a later SCD in the same subgroup.

(2) The same grade or no more than three grades or three-grade intervals below the position from which the employee is released.

(3) The same position, or essentially identical with a position previously held as a competing employee.

b. Restrictions. Employees do not have retreat rights to positions to which they were detailed, temporarily promoted or held as a noncompeting employee in TG III. Also, simply being qualified for a CL or a position does not confer retreat rights (see examples in subpara 4-25g).

c. Lower standing in same subgroup. The occupied position must be held by an employee with a later SCD in the SAME subgroup (see examples in subpara 4-25g).

d. Extent of retreat rights. An employee CANNOT retreat to a job in a different CA. An employee may retreat to a job in the current CA that is essentially identical with one previously held in the same or a different CA in the present employing activity or a different employing activity. A current APF or NAF employee may have retreat rights to equivalent positions held as a contract employee. Retreat rights are given when there was a mass transfer of the activity from the contractor to APF or NAF. The mass transfer must be officially documented in the employee's OPF with an SF 50-B. For example, the changing of the Directorate of Engineers from a contract operations to appropriated funded operation. The CPOs will ensure that the employee meets the qualification requirements. The classification of the former contract position must be in line with USFK classification guidelines. Other changes from contractor to APF to NAF do not confer retreat rights.

e. Essentially identical position. In determining retreat rights, a position is considered essentially identical with one previously held, if the employee held the previous position as a competing employee. The CPO determines, based on the information available, that the encumbered position is enough alike that they would be in the same CL, if they were in the same CA (see examples in subpara 4-25g).

f. Retreat rights are usually to positions of lower grade. To qualify for retreat rights to the current/same grade, an employee must have formerly held the position as a competing employee at the present grade, in effect, to have held a grade in the past (as a competing employee) that is higher than the present grade.

g. Examples of when retreat rights do/do not apply--

(1) A group I, subgroup A (IA) employee may retreat to a position previously held but now held by another IA with less service. He may not retreat to a position held by a group II, subgroup A (IIA) employee since assignment to a lower subgroup is a bump.

(2) A IA employee with a SCD of 1 October 1982, may displace another IA with a SCD of 15 October 1982.

(3) An employee officially held position A, was detailed to position B at the same grade level and subsequently was promoted to position C. The employee has a retreat right to position A, but does not have a retreat right to position B, because the employee was only detailed to position B.

4-26. QUALIFICATION STANDARD. To be fully qualified for assignment to a vacant or encumbered position under procedures of this chapter, the CPO must establish that--

a. The employee meets all established standards and requirements for the position (USFK Reg 690-118), unless a qualification waiver is permitted and approved.

b. The employee's documented work history, including licence of experience, identifies a positive ability to take over the duties of the position. The employee must be able to successfully accomplish all critical requirements of the position upon assignment to it, without undue interruption. Bona fide occupational requirements necessary for successful performance on the job will be considered. The employee will not be disqualified solely because they have not worked for some time in the particular function or occupation.

c. Assignment rights will not be denied solely because an employee on leave of absence due to a compensable injury is not physically qualified for a position when the disqualification results from the compensable injury (see chapter 5). The employee must be afforded appropriate assignment rights.

4-27. QUALIFICATION WAIVERS.

a. Except as specified in subparagraphs 4-27c and 4-27d, CPOs may waive qualification requirements prescribed in USFK Reg 690-118 to offer current employees, who have received separation notices, placement to vacant positions. The placement offer will be at the same grade or no more than three grades or three-grade intervals below the position from which the employee is released under procedures of this chapter.

b. To invoke the waiver provision, the CPO must determine that the employee has the capacity, adaptability, and special skills, needed to perform satisfactorily the duties and responsibilities of the position. Such waivers must be agreed to by the gaining supervisor and will be fully documented.

c. CPOs will not waive--

(1) Minimum education requirements.

(2) Physical fitness standards and employment age requirements for placement of current employees to fire fighters positions.

d. In an effort to minimize disruption to the work force, the CPO may waive qualifications for employees who have received RIF notices of a CLG to vacant positions. This may only be done after all competing employees have received their assignment rights under RIF. This waiver may not be used to assign an employee to a position with a higher representative rate than the

current position held. This discretionary assignment practice must only be used when it will avoid the disruption of three or more employees affected under a RIF.

4-28. GRADES AND GRADE-INTERVALS.

a. Grades versus grade-intervals. The grade progression of the position from which the employee is released determines the employee's assignment right. Some KGS jobs have a one grade progression, e.g., KGS-5-6-7-8; others have a two-grade, or other multi-grade progression, e.g., KGS-5-7-9-11.

(1) The difference between successive grades in a one-grade occupation is a "grade" difference and the difference between successive grades in a multi-grade occupation is a "grade-interval" difference.

(2) In a RIF, KGS employees are allowed assignment rights to positions three grades, or three-grade intervals, lower than the positions from which released. Once this range is determined, employees have assignment rights to positions at all grades within the grade-interval limits, including positions in intervening grades. Examples include--

(a) An employee released from a KGS-11 position in a two-grade interval occupation that progresses KGS-5-7-9-11, has assignment rights to three-grade intervals lower to KGS-5 (including KGS-6, -8, and -10).

(b) An employee released from a KGS-9 position in a one-grade occupation that progresses KGS-6-7-8-9 has assignment rights to three grades lower to KGS-6.

b. The lowest grade to that an employee may bump or retreat is based on the position from which released despite how the employee progressed to that position. For example, an employee may have been reassigned from a one grade-interval job to their current two grade-interval job. CPO determines the lowest grade to which an employee is entitled and whether any available positions exists within these grade limits.

c. Determination of grade interval progression in KWB positions. An employee released from a foreman position has assignment rights to intervening leader, a combination of intervening leader and journeyman level positions. Assignment rights are limited to three grades, depending on the normal line of progression within the CA. For example: When the normal line of progression for a KWB-12 is determined to be KWB 6-7-10-12, the KWB-12 has assignment rights to positions as low as KWB-6. **NOTE:** Once the normal line of progression is established for a particular series and grade level, the same grade level limits for assignment rights are applied to all employees in the series and grade level, without regard to an employee's actual progression. Determination of grade limits below the starting point of the normal line of progression is made on a one-grade basis.

d. USFK Reg 690-118 and USFK Pam 690-500 provides further guidance on determining the applicable three grade or three-grade interval range.

e. Comparing positions. When two positions are in different pay schedules, representative rates are used to determine equivalent grade levels and the best offer. To determine if a position in a different pay schedule is within the bump and retreat grade limits, the CPO uses the representative rate for the employee's current position. The representative rate is also used to determine the lowest grade that the employee has bump and retreat rights. These are compared with the representative rates in the different pay schedule to determine the range of grades the employee may be assigned to in the other pay schedule. The highest grade permitted is the highest grade with a representative rate that does not exceed the representative rate of the employee's current position. The lowest grade permitted is the grade with a representative rate that is not less than the representative rate of the lowest grade to which the employee has bump and retreat rights.

4-29. OFFERING TEMPORARY AND INTERMITTENT POSITIONS. Offers of continuing temporary and intermittent positions will be made based on subgroup superiority.

a. The order of placement to vacant or encumbered positions is as follows: temporary full-time; temporary part-time; intermittent.

b. If an offer made under subparagraph 4-23i(7) is accepted--

(1) The employee retains eligibility for RIF placement provisions of this chapter; the CPO continues to monitor changes that might result in a better offer before the RIF effective date. Additionally, the employee is eligible for mandatory placement by priority group (see chapter 2) until the effective date of conversion to the temporary or intermittent position. If the employee is subsequently offered a better offer during the RIF notice period, the placement to the temporary or intermittent position will be cancelled.

(2) The employee will not retain their status or tenure in the new position. The employee will be converted on the effective date of the RIF (or earlier if released earlier) to the temporary or intermittent appointment. The employee's status and tenure are changed to temporary (or intermittent) TG III.

(3) An employee subsequently terminated from a placement effected under subparagraph 4-29c(2) due to management action, may only be registered on the ARPL of the separating CPO (see chapter 2).

c. If the offer made under subparagraph 4-23i(7) is <u>NOT</u> accepted, subparagraph 4-29b(2) will apply. The employee may register on the separating CPO's ARPL, on the effective date of separation, if otherwise eligible.

4-30. RIF NOTICES.

a. RIF notices will not be delivered and RIF separations will not be effected during the period 20 December through 10 January.

b. CPOs will attempt to issue notices (bilingual; general or specific) to competing employees affected by a RIF at least 120 days before the effective date of RIF.

c. Minimum notice period. Neither the date of receipt, nor the RIF effective date, may be counted in computing the notice period. The notice period begins the day after the employee receives the RIF notice. The minimum permissible advance notice periods before the effective date of the proposed action (exclusive of both the date of receipt by the employee and the effective date) are--

(1) Competing employees - 30 days before the effective date.

(2) Long-term temporaries - 14 days before the effective date.

(3) Other temporaries and intermittent - 7 days before the effective date.

(4) Family member employees occupying positions normally designated for KN occupancy - 60 days before the effective date.

d. A general notice is given when the specific action cannot be determined at least 30 days before the RIF effective date. It tells an employee that a RIF action may be necessary and that the specific action has not been determined. CPOs may issue a specific RIF notice at least 30 days before the RIF effective date. A general notice may be issued at least 30 days before the RIF effective date, but it must be followed with a specific notice at least 10 days before the RIF effective date.

e. New notice. An employee is entitled to a new notice and notice period of at least 30 days ONLY if a more severe RIF action is identified after the first notice. (A change from a one-grade CLG to a separation is an example of a more severe RIF action.) A new 30 day notice period is not required when an employee is offered the same or a less severe RIF action than previously specified.

f. As a minimum, the general notice, with the subsequent specific notice, must contain all the information specified in subparagraph 4-30h for a specific notice.

g. The general notice alone must, at a minimum, indicate that the CPO will issue a specific notice to the employee when it determines what RIF action, if any, will be taken in their case; and the date the general notice will expire unless it is renewed or supplemented by a specific notice.

h. As a minimum, a specific RIF notice will identify--

(1) Specific action to be taken.

(2) Effective date of the action.

(3) Employee's CA, CL, TG and subgroup, and SCD.

(4) Employee's status during notice period.

(5) Pay information, when applicable.

(6) Displaced employee assistance information, when applicable.

(7) ARPL information, when applicable.

(8) Priority consideration, when applicable.

(9) Relocation allowance information, when applicable.

(10) Employee's right to request review.

(11) Where the employee may inspect the regulations and records pertinent to the employee's case.

(12) If applicable, the reasons for retaining a lower standing employee under a mandatory exception, a discretionary continuing exception or a discretionary temporary exception.

i. RIF letters will be prepared and distributed as follows:

(1) Separation (three copies).

(a) Original to employee.

(b) Acknowledgment copy in OPF.

(c) Third copy to employee's organization (destroyed after the employee has been separated).

(2) Reassignments in the same organization (same as above).

(3) Reassignments to other organizations (four copies).

(a) First three copies, same as above.

(b) Fourth copy to gaining organization.

4-31. RELEASE OF EMPLOYEES. The following provisions apply to administering placements of employees affected by provisions of this chapter.

a. The applicable CPO will notify the affected supervisor(s) of the effective date of the placement action.

b. Effective dates will be as necessary to effect assignment and placement opportunities, assure proper advance notice periods, and comply with required effective date of RIF.

c. Through mutual agreement between organizations, and with CPO concurrence, employees on permanent appointments may be detailed back to their former organization until a replacement is hired. This detail may be either on a full-time or part-time basis. See further explanation of details in chapter 3.

4-32. STATUS DURING THE NOTICE PERIOD. When possible, the employee is retained in an active duty status during the notice period. In an emergency, if the organization lacks work or funds for all or part of the minimum notice period, the employee may be placed on annual leave, or in a LWOP status, with or without the employee's consent.

4-33. RIGHT TO REQUEST REVIEW. An employee who receives a RIF notice may examine the regulations and review related retention records at the servicing CPO. After reviewing the records, an employee who believes that RIF procedures have been incorrectly applied may request a review of that action.

a. The request must be submitted in writing to the servicing CPO within 10 days after receipt of advance notice of RIF. The request should specify why the employee believes the action to be taken is inappropriate.

b. The CPO staff will act on the employee's request within 7 days of receipt. If the CPO staff determines that the action will be allowed to stand, the request will be forwarded, with the CPO comments, to the USFK CPD for further review and final decision. The CPD will resolve the issue within 7 days after receipt of the request.

4-34. FURLOUGH.

a. Furloughs may be imposed when employees' services are not required during a temporary period up to one year. The one year limit begins the day after the notice period ends and when the furlough begins.

b. RIF procedures will be followed to furlough an employee when the furlough will be for more than 30 consecutive days (or more than 22 work days if done on a noncontinuous basis) and is caused by lack of work or funds or other nondisciplinary reasons.

c. A furlough for 30 days or less (or 22 workdays or less if done on a noncontinuous basis) is not a RIF action. When curtailment will last 30 days or less--

(1) The employees assigned to do the work may be furloughed. If only part of the work must be curtailed, the employees with the least seniority will be furloughed. The SF 52-Bs identifying employees to be furloughed for 30 days or less and the reasons will be forwarded through appropriate channels to the CPO. Requests must be authenticated by the CPO and delivered to the affected employee at least 7 days before the effective date of the furlough.

(2) Employees may request annual leave to their credit, or LWOP, instead of furlough, for 30 days or less.

(3) Employees will be returned to duty after the nonwork period, unless notified in advance the need for an extension of the furlough period.

d. Restrictions. Furlough will not be used--

(1) When there is no intent to recall the employee to duty in the same position within one year; or

(2) To furlough an employee with lower retention standing in the same CL where there is action to separate an employee through a RIF.

4-35. TRANSFER OF FUNCTION. This paragraph covers the right of employees to accompany their work when it moves to a different CA or geographic location. .

a. TOF occurs only when a gaining CA undertakes a class of activity it did not have before. A function is transferred when it is discontinued at one CA and reappears in identifiable form at one or other CAs. A function that does not reappear is abolished and employees assigned are subject to RIF at the losing activity.

(1) TOF-Example 1. The civilian payroll function currently done by the command Finance and Accounting Office under the supervision of the ACofS, RM, is transferred to a subordinate command comptroller in another CA. The subordinate command comptroller is not currently doing any civilian payroll function. There is a TOF and the employees performing the duties identified with the civilian payroll function in the command will be offered the opportunity to follow the function to the subordinate command.

(2) TOF-Example 2. Realignment of mission support responsibility at Camp A will result in a decrease in their servicing responsibility. The servicing responsibility at Camp B, in another CA, that provides identical services to the same customers will increase. There is no TOF. Employees at Camp A, whose positions are abolished because of the decrease in mission support activity, are subject to RIF procedures.

b. A function converted from APF to NAF; from APF to invited contractor; from NAF to invited contractor; from KSC to other organizations, or vice versa; will be processed as a TOF.

c. Effect on employees.

(1) Employees will not normally be identified for TOF when their duties are primarily contingent upon maintenance, base operations support, and service work on fixed installations, real property, or equipment. Examples include personnel engaged in maintenance of roads, grounds, buildings, and fixed equipment, security guards, fire fighters, and boiler plant operators.

(2) Employees have the right to accompany their function ONLY when a TOF occurs. Eligible employees who decline to transfer with the function will be separated for declining relocation. But such employees will be considered for vacant positions for which they qualify at the losing activity.

(3) Although employees may have been identified with a function, they may <u>not</u> actually transfer to the gaining activity. For example, the total number of employees at the losing activity exceeds the number that will be authorized to do the function at the gaining activity. Employees in the losing activity will compete on retention registers of the gaining activity before any actual physical move. Employees with the highest retention standing on the combined retention register will be made offers for established jobs at the gaining activity. Employees surplus to the total needs of the gaining activity will be subject to RIF procedures in the gaining activity. Separation of employees of the losing activity, if required, will be at the losing area.

(4) Employees within six months of reaching age 60 or older on the effective date of the TOF will not be offered positions outside the commuting area for which payment of a relocation allowance would otherwise be authorized.

d. Procedures. No less than 30 days before the TOF effective date, all employees identified with the TOF, will be notified of their rights in writing. The notice will say that it is proposed to continue the employee's services in the position at the new location. The notice will serve as advance notification of proposed separation if the employee elects not to accept the job offer and that RIF procedures are not applicable. The employee will be advised to indicate a decision within 7 days from the date of receipt of the notice, whether they desire to accompany the function to the new location. Employees dissatisfied with the TOF action may follow the procedures of chapter 13, Grievances and Appeals.

4-36. PLACEMENT ASSISTANCE PROGRAMS. When a valid job offer (within three grades or three-grade intervals) is not available in the employee's CA, the following USFK placement initiatives will be used before the RIF separation effective date.

a. Mandatory placements. Before the effective date of RIF, competing employees identified for RIF separation are eligible for mandatory placement into vacant positions. Within the CPO serviced area, employees identified for RIF separation are priority group I and in other CPO servicing areas priority group II. CPOs will--

(1) Notify competing employees of their priority group I and II eligibility during RIF counseling.

(2) Administer placement of priority group I candidates IAW chapter 2.

(3) Administer priority group II registrants, as follows:

(a) Identify the priority group I candidates who decide to register with other CPOs as a priority group II candidate. Eligibles should identify all geographical areas of interest, outside the current servicing CPO's serviced area, where they are willing to work.

(b) Promptly furnish priority group II registration information to the CPOs identified by priority group 2 candidates as areas of employment interest. At minimum, registration information will include: employee's full name, DOB, current position title, pay plan, series, grade, TG and subgroup, SCD, effective date of RIF separation, and title, pay plan, series, grade of position(s) for which the employee is qualified.

b. Voluntary placements below three grades or three-grade intervals. Competing employees scheduled for separation due to RIF (no RIF offer) may be offered vacant positions, permanent, short-term temporary and intermittent positions in the CA, if available, instead of RIF separation. Use of this provision is prohibited if the placement would preclude either a valid RIF offer to another employee in the CA or an opportunity to place mandatorily a priority group I employee. These offers require concurrence of the employee. Employees are entitled to pay adjustments but will not receive saved pay.

c. Offers extended under subparagraph 4-36a and 4-36b are not considered valid RIF offers; therefore, employees retain all RIF rights.

4-37. **AREA REEMPLOYMENT PRIORITY LIST (APRL).** Competing employees separated by RIF or, because they declined to relocate to a new commuting area, are eligible for registration on the ARPL. During separation counseling and processing, CPOs will--

a. Advise eligible employees of the ARPL and maintain a register of separated employees requesting ARPL registration. Registration declinations will be documented by the CPO.

b. Advise ARPL registrants--

(1) To keep the CPO advised of any subsequent change in their registration information (e.g, mailing address or telephone) or availability for employment.

(2) If they decline an offer of reemployment to a continuing position at any grade, they will no longer receive consideration under the ARPL.

c. Separating employees who refuse a valid RIF offer under either first and second round competition are ineligible for ARPL registration.

d. The standard form for ARPL registration is USFK Form 138.

RIF MILESTONES - KN PERSONNEL PROGRAM

When it becomes known that reductions in the KN work force may or will be required--

ACTION OFFICIAL		REQUIRED ACTION		*ACTION MILESTONE
Organization management officials	-->	Immediately contact servicing CPO(s) for guidance/assistance and notify the CPD, USFK (via written notice to servicing CPO with copy furnished CPD, USFK).	-->	As soon as possible following knowledge of actions which may or will result in reduction of the work force.
Organization management officials	-->	Initiate requests for personnel actions on affected positions.	-->	Endeavor to provide requests to the CPO 180 days before, whenever possible.
USFK CPD and servicing CPO	-->	Notify union (KEU).	-->	6 months before.
Army, KOSA Air Force, and Navy	-->	Notify component HQ, e.g., Army (OCPD) will notify HQDA of RIF separations.	-->	At least 14 days before.
CPD, USFK	-->	Notify ROKG MOL.	-->	60 days before.
Servicing CPO	-->	Notify employees of proposed RIF action in writing--		
		Competing employees (TGs I and II)	-->	Endeavor to provide notice 120 days before, if possible; in all cases, NLT 30 days before.
		Noncompeting employees (TG III):		
		Long-term	-->	14 days before.
		Others and intermittents	-->	7 days before.

***NOTE:** Days are calendar days. "Before" means in advance of the effective date of the RIF action. The date of receipt by the employee and the RIF effective date will not be counted in computing the notice period.

Figure 4-1. RIF Milestones.

FIRST ROUND COMPETITION

Competition to remain in the competitive level (CL).

When a TG I or II employee's position is abolished	-->	Employee is NOT automatically released from the CL. Actions taken under rules 1 and 2 below may minimize disruption in the work force and make the release of a competing employee unnecessary.

Rule 1. Release noncompeting employee from the CL--

Family member (assigned to position normally designated for KN occupancy) or TG III employee occupying permanent continuing position in the CA.

Permanent employee on temporary promotion to position in the CA, same CL.

Employee in CL who has received written decision of removal from a position in the CL.

Rule 2.	-->	Reassign a competing employee. When fully qualified; however, some qualification requirements may be waived if employee has a notice of separation.	-->	VACANT permanent continuing position same grade or rate of pay within the CA same or different CL.

If after applying rules 1 and 2, a competing employee must be released from the CL, the employee in the abolished position has a right to one of the other positions in the CL as long as he or she is not the lowest-standing employee. If the employee in the abolished position is the lowest standing employee, he or she is the one released from the CL.

Rule 3.	-->	Displace.	-->	TG I or group II employee with the lowest retention standing in the CL.

Figure 4-2. First round competition flowchart.

SECOND ROUND COMPETITION

Competition to be assigned in a different CL. A competing employee (TGs I or II) identified for release from the CL in first round competition will be granted an assignment right which will yield the best offer to a position from the following options. Positions offered under rules (1) through (7) will be continuing positions within the same CA.

TG I or TG II employee identified for release from the CL under first round competition.	-->	Identify the employee's assignment right from the following--
<---(1) Reassign. (When fully qualified, but some qualification requirements can be waived if employee has received letter of separation.)	-->	VACANT position - same grade. (Includes displacement of TG III and family member employees occupying permanent continuing positions.)
(2) Bump. (When fully qualified.)	-->	Same grade level - lower TG or lower tenure subgroup within TG. (Requires subgroup superiority.)
(3) Retreat. (When fully qualified.)	-->	Same grade level - position formerly held now encumbered by employe with lower standing in same tenure subgroup.
(4) CLG (Demotion). (When fully qualified, but some qualification requirements can be waived if employee has notice of separation.)	-->	VACANT position no more than three grades or three-grade intervals below current grade.
Same CA <----		
(5) Bump. (When fully qualified.)	-->	No more than three grades or three-grade intervals below current grade lower TG or lower tenure subgroup within TG. (Requires subgroup superiority.)
(6) Retreat.	-->	Position formerly held - encumbered by person with lower retention standing in the same tenure subgroup no more than three grades or three-grade intervals below current grade.

Figure 4-3. Second round competition flowchart.

Figure 4-3. Second round competition flowchart (Cont'd).

<-- (7) Other/Displace.	-->	VACANT or encumbered temporary or intermittent position no more than three grades or three-grade intervals below current grade.

If no assignment offer--identify employee as surplus; register in displaced employee program. Continue monitoring RIF changes until placed or separated. When separated, may register for the ARPL. If CLG or from full-time to part-time, register as priority consideration candidate (see chap 2).

PLACEMENT ASSISTANCE - PERMANENT EMPLOYEES IDENTIFIED FOR RIF SEPARATION

TG I or II employee facing separation (no placement offer following first and second round competition).	-->	(1) Monitor changes which might facilitate position offer under first or second round competition. (2) Simultaneously identify as mandatory placement candidate no more than three grades or three-grade intervals below. IAW Chapter 2-- Priority group 1 in CPO servicing area. Priority group 2 in other CPO serviced area(s) (if elected by employee).
No valid RIF offer; no offer as priority group 1 or 2; and not blocked by priority group 1 in serviced area.	-->	Below three grades or three-grade intervals.

UPON RIF SEPARATION--

REPROMOTION PRIORITY LIST

ARPL - After separation

Figure 4-4. Placement assistance, repromotion, and ARPL.

CHAPTER 5

EMPLOYEE HEALTH AND INJURY COMPENSATION

5-1. GENERAL.

a. It is the policy of the U.S. Government to provide compensation and medical care for disability due to personal injuries sustained while in the performance of duty and diseases caused by employment. The policy also provides for the payment of funeral and burial expenses and compensation to an employee's dependents if the work-related injury or disease causes the employee's death. To be compensable, an injury or disease must have occurred during the performance of assigned duties and must not result from the employee's misconduct or intoxication.

b. Section 8103 of the U.S. Federal Employees' Compensation Act (FECA) as amended, entitles Korean employees paid from APF to medical treatment and benefits (generalized in this chapter) at U.S. Government expense as determined by the OWCP. **NOTE:** OWCP procedures allow 180 days for the adjudication of foreign claims.

c. Maximum assistance will be provided to employees. This involves reporting all accidents and injuries promptly, procuring immediate emergency medical treatment for injured employees, and advising employees of the benefits available to them. Assistance will be given in helping prepare the necessary forms in support of claims for compensation and other benefits. An employee eligible for compensation benefits will have the right to elect use of all credited/accumulated sick and annual leave before accepting disability benefits (see subpara 5-5c).

5-2. APPLICABILITY. This chapter applies only to KN employees paid from APF. Compensation claims for NAF KN employees will be administered IAW each USFK component's own governing regulation (see AR 215-1 for Army).

5-3. RESPONSIBILITIES.

a. Management officials at all levels will endeavor to prevent and reduce lost time due to work related illness or injury. To attain this objective they will--

(1) Ensure that safe and healthful work areas are provided for employees as required by and IAW safety and occupational health standards promulgated by component service directives.

(2) Ensure that employees are informed of their responsibilities to comply with safety and occupational health standards as required by and IAW component service directives. This includes the use of protective clothing/ equipment.

(3) Take necessary corrective action when it is determined that employee illness or injury results from unsafe or unhealthy working conditions.

(4) Require chest X-rays each three years (during employee's birth month) for all employees. Grounds maintenance employees on temporary appointments are excluded from this X-ray requirement.

(5) Require necessary initial immunization/vaccination appropriate to job as determined by the local U.S. medical authority.

(6) Require physical/medical examinations as follows:

(a) A physical examination when an employee does not appear to be physically or mentally capable of performing assigned duties.

(b) An initial medical examination of food handlers for infectious diseases; after an absence from duties for 30 days or more, and during local foodborne or waterborne illness outbreaks or when otherwise indicated.

(c) Periodic physical examination of employees with special medical surveillance requirements appropriate to their job as determined by the local U.S. medical authority.

(d) An annual physical examination of employees working as fire fighters, security guards, pesticide workers, and other employees with special medical surveillance requirements, as determined by the 18th MEDCOM, Director of Occupational Health Service.

b. Immediate supervisors or other management officials will--

(1) Post bilingual notices (provided through CPO channels) explaining injury reporting, medical treatment policy, and employee compensation rights, in a conspicuous place in work locations.

(2) Refer employees injured in the performance of duty, to the nearest USFK dispensary or hospital emergency room, for emergency or minor treatment and referral. This includes arranging for or providing transportation in U.S. Government vehicles. An exception to referral/transport to USFK medical facilities is permitted only in emergency (life or death) situations.

(3) Notify the USFK Safety Office, by telephone, within 24 hours following an accident that results in either fatal injury to one or more or hospitalization of five or more employees. (Weekdays, 0800-1700, contact 723-7515; weekends and after 1700 weekdays, notify Command Center Seoul 723-3030.)

(4) Prepare USFK Form 203EK (Request/Authorization for Examination and/or Treatment) in four copies to facilitate documentation of medical referral and treatment. (Original plus three copies will be furnished the servicing CPO following completion.)

(5) Provide the injured employee, or someone acting for the employee, a USFK Form 204EK (Korean Employee's Notice of Traumatic Injury and Claim for Pay/Compensation). Obtain required written statements from witnesses to the injury and complete the supervisor's report on the back of USFK Form 204EK. The original and three copies of the USFK Form 204EK will be forwarded to the CPO; one copy will be retained at the organization. In accordance with the regulation governing the administration of FECA, "Unless written notice of injury is given within 48 hours, or unless the immediate superior has actual knowledge of the injury, compensation may be refused." Supervisors will ensure that a USFK Form 204EK is completed when any of the following conditions pertain:

(a) Employee was referred to a health care provider for emergency medical treatment or consultation; medical treatment was provided by either the U.S. Government or another approved provider (app B).

(b) There was loss of time from work beyond the day or shift the injury occurred.

(c) Any medical expense is incurred or expected.

(d) Any permanent disability, whether anatomical or functional, appears possible as a result of the injury.

(e) There is probability of future infection or disability.

(f) Employee indicates a desire to file a claim with the OWCP.

(6) Receive claim forms (para 5-6) and support documents in connection with a work-related injury, disability, occupational disease or death, review for correctness, certify when required, and forward to the CPO within 5 working days of receipt/initiation. Subsequent USFK Form(s) 202EK (Korean Employee's Notice of Occupational Disease and Claim for Compensation) or 204EK will be forwarded to the CPO if the employee has not returned to work when the initial notice of injury is forwarded to the CPO.

(7) Endeavor to provide a light or limited duty assignment to an employee with temporary physical limitations (as identified by an authorized treating physician) resulting from a work-related injury. The immediate supervisor will make every effort to detail the employee to a job or set of duties within the organization. If the detail will last longer than 30 calendar days, the immediate supervisor will submit an SF 52-B to the CPO. If the immediate supervisor is unable to utilize the employee, a search will be made through each succeeding level of supervision. If temporary, light duty, cannot be located, the immediate supervisor will contact the CPO to evaluate options to temporarily detail the employee to another organization. The employing/losing organization will continue to pay the employee's salary.

c. The servicing CPO is responsible for ensuring that obligations under FECA are promptly and efficiently discharged. The CPO staff will--

(1) Train supervisors in the compensation claims process so that supervisors can counsel and assist their employees on eligibility and procedures for filing claims.

(2) Receive all claims, reports, support statements, medical expense bills and receipts, and forward originals of same to the OWCP within 10 working days following receipt. **NOTE:** All bills for medical services must be accompanied by a detailed description of the service performed, diagnosis, prognosis, length of treatment, etc.

(3) Ensure that all reports, witness statements, medical, and accident reports, or documents pertaining to compensation for injury to, or death of, employees are maintained in a confidential nature.

(4) Send one copy of the completed USFK Form 202EK or USFK Form 204EK to each of the following--

(a) Applicable installation/base safety office.

(b) USFK and EUSA, ATTN: FKSF, Unit #15237, APO AP 96205-0010.

(5) Retain a legible copy of all documents forwarded to OWCP in the employee's case file maintained in the servicing CPO. **NOTE:** Once a case file number has been received from the OWCP, all documents subsequently forwarded to the OWCP will include the claimant's full name and the OWCP case file number.

(6) Obtain death, marriage, or birth certificates, when required.

(7) Assist claimants (employees, next of kin, or other legal claimants) in filling out necessary forms for submission to OWCP. For more detailed instructions, see the FPM, chapter 810; AR 690-800, chapter 810 (for EUSA employees); and AFR 40-810 (for Air Force employees).

d. U.S. Government medical officers will--

(1) Provide all necessary treatment until resolution of the injury, to include referral through the military medical system. Referral to a local, nonmilitary hospital, will be made only after it has been determined by the medical treatment facility commander that the resources are unavailable within the military medical system. The USFK Form 203EK will be prepared in four copies before placing the patient in a local hospital. Three copies of the form will be forwarded to the servicing CPO.

(2) Complete USFK Forms 203EK and 205EK (Claim for Compensation by Widow, Widower, and/or Children)(and others as applicable)).

(3) Conduct follow-up examinations as requested by the OWCP.

(4) Initially determine, based on medical evidence, whether the injury, disability, occupational disease or death is directly connected with employment. (Final determination is made by OWCP.)

e. Installation/base safety offices will, through official command channels--

(1) Ensure that viable accident prevention programs are began and enforced within all employee work areas as required by, and IAW, component service regulations.

(2) Ensure that official reports and notifications of accidents are made to higher command HQ as required by and IAW component service regulations.

f. Employees will--

(1) Notify the immediate supervisor of any work-related injury and submit USFK Form 204EK to the immediate supervisor within 48 hours of the injury.

(2) Obtain necessary medical treatment by securing completed USFK Form 203EK from the supervisor.

(3) Submit to medical examination while receiving compensation as frequently and at such time and place as considered necessary by the OWCP.

5-4. PROVIDING MEDICAL TREATMENT.

a. Korean employees injured in the performance of duty will be initially referred for emergency and minor treatment IAW subparagraph 5-3b(2). (When emergency (life and death) medical treatment is necessary, any duly qualified physician may render such emergency medical treatment as required.) Employees injured on the job will be provided optimum military hospitalization. When the patient's health care requirements exceed the military hospital's capabilities, injured employees will be moved to one of the hospitals listed in appendix B. The U.S. medical officer who attends the case, or his designee, will determine whether the injured employee will be referred to the local hospital.

b. The OWCP will refer an employee to an appointed U.S. medical officer if there is any doubt as to whether the disability of an employee is due to a work-related injury or whether the case is otherwise compensable or covered by FECA. With the assistance of the employee's supervisor and the servicing CPO, the medical officer will, in most cases, be able to determine whether the disability was caused by a personal injury or condition of employment.

c. If an employee complains of a recurrence of a disability after having been recently discharged from medical treatment for a compensable injury, and it may reasonably be inferred that the disability is a result of the former injury, the supervisor will issue USFK Form 203EK to the medical officer of the

appropriate hospital facility (see subpara 5-4a). This will provide for further examination or treatment to determine whether the employee is disabled for work. Such action, however, must be within six months of the time final action was taken by the OWCP. If the recurring disability occurs after more than six months from the date of such final actions, the OWCP will be contacted for further instructions.

5-5. BENEFITS UNDER THE FEDERAL EMPLOYEES' COMPENSATION ACT.

a. Employees injured or diseased in the performance of official duties may be furnished all services that OWCP determines necessary for the treatment or correction of the injury or disease.

b. When the injury results in loss of work time because of disability, (permanent or temporary, partial or total), the employee is entitled to receive benefits as determined by the OWCP.

c. Employees are not eligible for compensation benefits for injuries or death resulting from the risks of war, except when injury or death occurs while in a duty status. The continuation of pay provisions of do not apply. In order to receive compensation, documentation must show that the employee is in a LWOP status. Compensation cannot be paid while the employee is on sick or annual leave.

d. Scheduled awards (compensation provided for specified periods of time) are not payable until the employee has reached maximum medical improvement. Once the maximum medical improvement has been reached, the claimant should be examined by an appropriate specialty physician and rated according to Korean Labor Law. A claim should be forwarded to OWCP with the medical report. At OWCP, a district medical director will render a second opinion before an award of compensation is made.

e. If an injury results in the employee's death, compensation as determined by the OWCP is provided to the dependents of the deceased employee.

f. Entitlements to the above, and any additional benefits that may be claimed by employees or dependents, will be explained by the CPO staff to concerned employees and their dependents, as appropriate.

5-6. APPROVED FORMS. The following approved forms will be used to administer the injury compensation program:

a. USFK Form 202EK (Korean Employee's Notice of Occupational Disease and Claim for Compensation). (Bilingual equivalent of U.S. Department of Labor (DOL) OWCP Form CA-2.)

b. USFK Form 203EK (Request/Authorization for Examination and/or Treatment). (Bilingual equivalent of DOL OWCP Form CA-16.)

c. USFK Form 204EK (Korean Employee's Notice of Traumatic Injury and Claim for Pay/Compensation). (Bilingual equivalent of DOL OWCP Form CA-1.)

d. USFK Form 205EK (Claim for Compensation by Widow, Widower, and/or Children). (Completed in four copies by the legal claimant with CPO staff assistance. The legal claimant retains one copy and three copies are for use of the servicing CPO. (Bilingual equivalent of DOL OWCP Form CA-5.)

e. USFK Form 206EK (Official Supervisor's Report of Employee's Death). (Bilingual equivalent of DOL OWCP Form CA-6.)

CHAPTER 6

HOURS OF DUTY, HOLIDAYS, NIGHT DUTY, AND OVERTIME

6-1. GENERAL. Management will provide all full-time employees a minimum of 40 hours work per week. This will normally be 5 days of 8 hours each calendar week, unless an exception is authorized by subparagraph 6-3c through e. The 40 hours do not necessarily have to be 40 hours at non-overtime rates. For example, an employee who worked 4 days of 10 hours each, would receive 32 hours of non-overtime pay and 8 hours of overtime pay for the 40 hour week.

6-2. RESPONSIBILITIES.

a. Unit commanders establish daily hours for beginning and ending work.

b. Requests to establish tours of duty for a given occupation that differ from those specifically authorized for each occupation in subparagraphs 6-3c through e, will be coordinated with the servicing CPO.

c. CPOs will place a remark on the SF 50-B or other similar form for employees authorized to be placed on other than a regular tour of duty. The remark will indicate the employee may be assigned an "alternate tour of duty", a "special tour of duty", or a "flexible daily tour of duty", but will not serve to place the employee on that tour. This remark will only be used for personnel indicated in subparagraphs 6-3c through e.

d. Supervisors must be familiar with the tours of duty authorized for their employees and scrutinize T&A reports to ensure compliance. Actual work schedules will be maintained by the activities. T&A reports will reflect actual hours worked and/or approved leave or other absence.

e. CPOs will promptly forward all personnel and/or payroll action documents that affect payments for employees, to the servicing payroll office to avoid delay of payments. These documents will be forwarded to reach the servicing payroll office NLT Thursday preceding each pay period.

f. Finance and Accounting offices will provide serviced CPOs with a quarterly report of total days during the quarter on which each intermittent employee was in work/pay status, effective with the quarter ending December 1993. (See chapter 4, subpara 20c(2)).

6-3. WORK SCHEDULE AND TOUR OF DUTY.

a. Administrative workweek. Seven consecutive calendar days constitute an administrative workweek. The administrative workweek begins at 0001 Sunday and ends at 2400 on the following Saturday. The calendar day on which a shift begins is considered the day of duty for that day even though the work schedule extends into the next calendar day or into the following administrative workweek.

b. Regular tour of duty. The days and hours of a regular tour of duty will normally consist of a minimum 8-hour day, 5 days per week. In certain activities where operating hours are such that 8 hours duty is not required on each of 5 or 6 workdays, employees may be scheduled to work less than 8 hours in a day. The workweek must still meet the 40 hours minimum requirement; otherwise a part-time tour of duty is appropriate.

c. Alternate tour of duty. An "alternate tour of duty" consists of 41-60 hours worked weekly. Activities may establish a weekly tour of duty of more than 40 hours (five 8-hour days each calendar week) but not more than 60 hours (six 10-hour days or five 12-hour days each week) when continuing work requirements fully support such an alternate tour of duty. Overtime rates will be paid for all time actually worked beyond 8 hours in any workday or 44 non-overtime hours in any workweek. Assignment of more than 44 hours per week on a continuing basis to other than mess and housekeeping personnel, security guards, boiler plant operators, drivers, military intelligence specialists, investigators, marine and hospital personnel, or microwave technicians assigned to remote sites require the approval of RM. Such approval must be revalidated at least annually.

d. Special tours of duty. Special tours may be established for fire fighter personnel and other personnel where a substantial standby period of time is required. The tour of duty for these employees (for example, fire fighter personnel and air traffic controllers) is 24 hours on duty and 24 hours off duty. Sixteen hours of each 24 hours will be considered pay time, and 8 hours will be considered as standby (nonpay) time for sleeping and eating. These employees will not be paid night differential unless they are required to stay awake at their duty stations for telephone duty or floor watch during 2200-0600. When these employees are required to answer a fire alarm or otherwise perform their assigned duties, during the hours of 2200 to 0600, they will receive overtime payment (but not night differential) for at least 2 hours, or for the entire period of the alarm, whichever is greater; except those employees assigned to telephone or floor watch, who will be paid night differential rate, but not overtime. Overtime will be paid for the 16 hours of the second shift when the employee is required to work two consecutive 24-hour shifts. If additional members are called to ready status from 2200 to 0600 but are not required to report to duty (or in the case of fire fighters not required to report to the fire or to another location to provide emergency coverage), the minimum period of overtime pay is 1 hour (but not night differential); except those employees assigned to telephone or floor watch, who will be paid the night differential rate only.

e. Flexible daily tours of duty (no fixed tour of duty). This tour of duty may only be used for investigators and interpreters in provost marshal, criminal investigation, and military intelligence activities, that may entail variations in daily workload requirements. Establishing flexible tours of duty for personnel in other occupations requires OCPD approval. Flexible tours of duty may not be used for administrative or clerical personnel. Where operational requirements dictate the need for workdays of varying length on a continuing basis, the following provisions apply:

(1) No set number of hours is required on a daily basis.

(2) Regular pay rates are in effect for the first 8 hours of a tour of duty. Hours worked in excess of 8 will be compensated at overtime rates.

(3) Overtime rates pertain for time worked in excess of 44 non-overtime hours in a week.

(4) The minimum workweek will be 40 hours.

(5) Leave and other authorized absence will be charged only in the amount that will result in 8 non-overtime hours in a work day and/or 40 non-overtime hours in a work week.

f. Part-time tours of duty.

(1) When it is not possible to obtain or utilize employee services on a full-time basis, part-time tours of duty NTE a maximum of 32 hours per week may be established. Where service is required on at least one day of each calendar week on a regular repetitive basis, and may be so scheduled in advance, a part-time tour of duty will be established. The establishment of such a tour does not preclude additional service being required during the remaining portion of the calendar week as long as the 32 hours maximum is not exceeded on a recurring basis. Every effort should be made to ensure that the work hours are distributed equitably among part-time workers.

(2) When full-time service is needed for a period of three months or more, the position should be filled on a full-time basis. When unusual or abnormal circumstances require scheduling part-time employees for full-time service for a short period, conversion to full-time is not required. Care must be taken however, to ensure that circumstances that start out being considered abnormal (overtime) do not come to be regarded as normal or usual.

g. Intermittent tour of duty. Intermittent or when actually employed services are those rendered by employees for whom no tour of duty can feasibly be established on a continuing basis. It applies to those employees who are expected to respond to requests for duty in connection with some unscheduled activity (such as a consultant called in to render advice on some special problem, or a mechanic called in to assist with an emergency workload). Work regularly performed on a weekly and continuing basis, such as food service or waitress, should be considered under subparagraph 6-3f.

h. In unusual circumstances, certain activities (e.g., mess halls, security guards, etc.) may find it necessary, for operational efficiency, to schedule an off-duty period between portions of a daily shift. Such off-duty time will, wherever possible, be limited to one 3-hour period per day. In no case will a tour of duty include more than two such periods, or more than 5 hours of off-duty time during the workday. Any exceptions must be approved

by the CPD, USFK. Care should be taken to ensure that employees are completely free to pursue their own activities during the off-duty hours; any work required during the scheduled off-duty time must be treated as overtime.

i. Flextime. Flextime schedules may be implemented with approval of a general officer (or the most senior officer in country) in the chain of command. Such schedules still require the normal 8 hours/day and 40 hours/week. Overtime rates will be paid for hours actually worked in excess of 8 hours/day and 44 hours/week.

j. Changes in tours of duty.

(1) Frequent and arbitrary changes in tours of duty are prohibited. Tours of duty will not be changed to avoid or create the need for paying overtime or night differential. Change in tours of duty will not be made more often than each 14 days. A tour of duty may include work on days and nights of consecutive days so long as there are at least 8 hours between consecutive work periods.

(2) Changes in tours of duty involving no change in weekly total of work hours will be announced at least 3 work days in advance by posting a bilingual notice posted in a conspicuous place for employee information. Any such change must continue for at least 2 weeks. When changes in tours of duty involve a decrease or increase in hours worked, a 2-week written advance notice is required and the union informed. Information to the union does not imply negotiation. The union is to be informed and their comments are to be considered. There is no requirement to reach agreement. Where operational requirements characteristically do not permit a 3-day advance notice of change in tour, or continuance of the tour for a minimum of 2 weeks (for example, in port operations and refrigerated supplies receiving and shipping operations), a mutual understanding on the part of employer and employee that an exception is acceptable should be obtained and made a part of the conditions of employment.

(3) Notification will be provided to announce seasonal changes in hours of work.

6-4. NIGHT DUTY, HOLIDAY WORK, AND OVERTIME.

a. Night duty. Work performed between the hours of 2200 and 0600.

b. Holiday work. Work performed on a Korean holiday as prescribed by this regulation (see subpara 6-4d).

c. Overtime.

(1) Only the appropriate administrative authority can approve overtime. Approval for overtime is not required when worked hours to be

compensated at overtime rates are within the current tour of duty. For example, an employee who worked 4 days of 10 hours per week would receive 8 hours of overtime pay for the 40 hour week. In this case, approval for the 8 hours overtime pay is not required provided the provisions of subparagraph 6-3c, concerning annual revalidation, have been complied with.

(2) Overtime services of employees may be utilized only in the event of an unusual emergency, for example, unforeseeable situations involving immediate action required to maintain mission capability; for the preservation of health, welfare, and safety of personnel, or the protection of government property; or for unique operating requirements when overtime is more economical than hiring additional personnel or incurring demurrage or other charges. When overtime is used, it will be restricted to the absolute minimum.

(3) Overtime rates will be paid for all time actually worked in excess of 8 hours in any workday or 44 non-overtime hours in any workweek. Overtime computation for hours worked in excess of 44 hours per week will be based on the number of non-overtime hours actually worked since the beginning of the administrative workweek.

(4) Overtime rates will be paid for personnel on special tours of duty for work performed during the standby portion of the established tour of duty, or during the 16 hours of the second shift when required to work consecutive tours of duty.

(5) Overtime rates will be paid for those employees called back to work after completing the normal daily tour of duty and leaving the place of employment. If actual hours worked on call-back are less than two hours, at least two hours of overtime pay will be paid. If the actual hours worked are longer than two hours, the actual hours worked will be compensated at overtime rates.

(6) An employee may request compensatory time in lieu of payment for overtime worked. Once compensatory time is elected, it cannot be changed back to overtime payment. Compensatory time will normally be taken in the same pay period accrued. However, the time period for use may be extended for up to 3 additional pay periods (or equivalent time period for activities not on a 4 week pay period). Compensatory time is forfeited if not used within these 3 pay periods or if the employee transfers or is reassigned to another organization. Compensatory time taken will be accounted for on a first-in-first-out basis.

d. Holidays. Official Korean holidays are listed below:

(1) 1 and 2 January (New Year).

(2) Lunar New Year (The last day of the last month and 1 and 2 of the first month of the Lunar calendar).

(3) 1 March (Independence Movement Day).

(4) 1 May (Labor Day).

(5) 5 May (Children's Day).

(6) Buddha's Birthday (8th day of the fourth month of the Lunar calendar).

(7) 6 June (Memorial Day).

(8) 4 July (U.S. Independence Day).

(9) 17 July (Constitution Day).

(10) 15 August (Liberation Day).

(11) Chusok (15 and 16 of the eighth month of the Lunar calendar).

(12) 3 October (National Foundation Day).

(13) 25 December (Christmas Day).

e. Holiday administration. Korean employees excused from work on the official holidays for Korean employees designated above will not be charged leave and will receive pay at the non-overtime rate for the number of duty hours for which they are normally scheduled. If the holiday falls on an employee's non-work day, no substitute day is provided. Some employees may be required to work on Korean holidays. In these instances, workers will receive regular pay for the first eight hours of work (base pay, CAP, and other applicable allowances). In addition, the worker must be paid holiday premium pay for all hours worked. Chapter 8 outlines pay entitlements for holiday work. Commanders will arrange work schedules to allow the maximum practicable number of employees to be released from duty on official holidays. When an employee is required to work on holidays but is absent, the supervisor may excuse the employee (if justified) or charge the employee with being AWOL. Employees in a nonpay status the work day before and the work day after a holiday will not be paid for the holiday.

f. U.S. holidays. A U.S. holiday that is not also a Korean holiday is a regular workday for Korean employees, who will be paid at straight time rates. Absence of employees scheduled to work will be charged to annual leave, sick leave, LWOP, or AWOL, as appropriate. When a U.S. holiday occurs while an employee is on leave, the day will be charged to the appropriate type of leave. Employees scheduled to work on U.S. holidays will be provided adequate supervision. The type and degree of supervision is left to management's discretion and does not necessarily require the presence of U.S. personnel. If no supervision is available, or if the entire organizational unit is closed, the employee may be prevented from working. Therefore, efforts to place the

employee in another facility, in the same occupational category and geographical area, for the duration of the holiday work period should be made by the employee's supervisor. If no alternate work unit is available, the employee will be required to observe the holiday schedule and be charged annual leave or be placed on LWOP.

g. Temporary holidays. Days designated as temporary holidays by the ROKG, as confirmed by the ROKG Ministry of Administration and the American Embassy, Seoul, also will be observed as official holidays for USFK Korean employees.

6-5. LUNCH PERIODS.

a. Generally, the lunch period in which the employee is entirely free of duty connected with his job may not be considered duty time and must be scheduled outside the hours established for the daily tour of duty. Lunch periods will generally be of 30 minutes to one hour duration.

b. Where three 8-hour shifts are in operation and an overlapping of shifts to permit time off for lunch is not possible, a lunch period of 20 minutes or less may be counted as time worked for which compensation is allowed. Where the on-the-job lunch period is in effect, employees must spend the time in close proximity to their work stations.

6-6. REST PERIODS. Short rest periods may be permitted during the daily tour of duty when, at the discretion of the activity commander, such periods are beneficial or necessary to the activity. The policy adopted by each commander will be stated in writing and employees advised accordingly.

a. Criteria for determining the activity's policy are as follows:

(1) Protection of employees' health by relief from hazardous work or that which requires continual or considerable physical exertion.

(2) Reduction of accident rate by removal of fatigue potential.

(3) Working in confined spaces or in areas where normal personal activities are restricted.

(4) Increase in, or maintenance of, high quality or quantity production traceable to the rest period.

b. Rest periods granted IAW these provisions are considered duty time and included in the daily tour of duty. Rest periods, other than those provided herein may not be considered as part of the daily tour of duty; such periods must be charged to the appropriate type of leave.

(1) Rest periods may not exceed 15 minutes for each 4 hours of continuous work.

(2) If the period from the beginning of the daily tour to the lunch period is less than 4 hours, a rest period may be granted only in unusual circumstances.

(3) The rest period may not be a continuation of the lunch period.

(4) A rest period may not be granted where none of the criteria stated in subparagraph 6-6a apply.

6-7. INCIDENTAL DUTIES.

a. Incidental duties directly connected with the performance of a given job are considered assigned duties and time spent in their performance is to be included in the daily schedule of working hours. This includes time spent in travel that is an inherent and inseparable part of the work itself; time spent in reporting for guard mount; and time spent in securing, cleaning, and returning tools.

b. Travel from home to work is not considered as work time. Time spent in wash-up, clean-up, and changing clothes at the end of the tour of duty will not be considered as part of the tour of duty.

6-8. REPORTING FOR DUTY. Employees are required to be at their places of duty and ready for work at the time established in their tours of duty.

CHAPTER 7

LEAVE ADMINISTRATION

7-1. GENERAL. Leave will be administered on a uniform and equitable basis. In granting leave, management needs and employee welfare and desires must be considered.

7-2. RESPONSIBILITIES.

a. Unit commanders will--

(1) Administer leave IAW this regulation.

(2) Establish internal operating procedures as authorized and fully inform employees.

(3) Specify those supervisory levels authorized to approve leave.

(4) Establish projected leave schedules each year to ensure a reasonable vacation for employees and to preclude leave forfeiture.

(5) Give employees the opportunity to schedule and use annual leave in excess of 360 hours when the employee is scheduled to be separated due to RIF, retirement, resignation or other voluntary personal reasons, as mission needs permit.

b. Employees will--

(1) Obtain approval from their supervisors before taking annual leave and sick leave for prearranged medical, dental, optical, or physical examinations or treatment.

(2) Notify their supervisors of reasons for emergency absences, normally within the first 2 hours after the start of the workday when advance approval cannot be obtained.

(3) Not abuse leave privileges.

(4) Schedule the use of annual leave in excess of 360 hours so as to assure no loss of leave upon separation.

c. The servicing finance office will--

(1) Maintain leave records of all employees.

(2) Provide employees with a earnings and leave statement each payday. The earnings and leave statement must show--

(a) The amount of leave to the employee's credit at the beginning of the leave year.

(b) The amount of annual leave to be used or forfeited by the end of the leave year.

(c) The amount of leave taken since the beginning of the leave year.

(d) Sick leave available for use.

(3) Provide CPOs with a quarterly statement of the total time spent in LWOP status for each employee whose pay record shows more than 6 months of LWOP during the calendar year and all periods of AWOL and suspensions recorded on T&A reports.

7-3. TRANSFER OF LEAVE BALANCES. Annual and sick leave accumulated while employed by a USFK component will be transferred to any other USFK component, if the employee moves to that component with no break in service. This provision includes transfers between APF, NAF, and KSC. Forward a copy of the employee's leave record to the new employing activity for transmittal to the servicing finance office. No transfer of funds will be made.

7-4. ENFORCED LEAVE. Leave approving officials may require an employee to take leave when--

a. The employee reports for duty in an unfit condition or becomes unfit after reporting for duty. Examples of enforced leave include intoxication, reporting without prescribed tools or safety equipment, and becoming ill. Supervisors must fully document any enforced leave on the employee's record card.

b. The employee is under investigation for offenses that can be expected to lead to removal or during a period of advance notice of proposed removal action. In this case, the second-line supervisor or commander must determine whether retaining the employee on duty is in the best interest of the government. If the second-line supervisor determines that retaining the employee on duty is not in the best interest of the Government, and the servicing CPO concurs, the employee is given a written notice and placed on enforced leave (see chapter 12, para 12-10, for additional information). However, if investigation reveals that the employee is innocent or when removal action is not sustained, the annual leave the employee was required to use will be recredited. If an employee's position requires coverage by fidelity insurance, the time between the final decision on an appeal and receipt of fidelity insurance is chargeable to leave (not subject to recredit), except for any intervening period of suspension.

7-5. ANNUAL LEAVE.

a. Accrual.

(1) Full-time and long-term temporary employees, excluding employees under trial period and other temporary employees, earn annual leave based on length of service as follows:

(a) Category A. Employees with less than 8 years of service earn 8 hours annual leave upon completion of each complete 4-week pay period. Employees on 2-week pay periods earn 4 hours annual leave. A total of 104 hours of annual leave is earned per leave year.

(b) Category B. Employees with 8 years or more, but less than 15 years of service, earn 12 hours annual leave upon completion of each complete 4-week pay period. Employees on 2-week pay periods earn 6 hours annual leave. In the last pay period of a leave year, the employee accrues 16 hours of leave (provided the employee accrued 12 hours per pay period from the beginning of the new leave year). A total of 160 hours of annual leave is earned per leave year.

(c) Category C. Employees with 15 or more years of service earn 16 hours annual leave upon completion of each complete 4-week pay period. Employees on 2-week pay periods earn 8 hours annual leave. A total of 208 hours of annual leave is earned per leave year.

(2) The SCD for crediting annual leave will be the same as the SCD for RIF.

(3) Employees under a trial period and temporary employees, earn 8 hours annual leave upon completion of each complete 4-week pay period, for a total of 104 hours per leave year. Employees rehired after mandatory retirement without a break in service of more than 3 days will retain their appropriate leave category. For employees rehired before 12 July 1985, accrual of annual leave at the applicable rate will begin from the first full pay period beginning after 12 July 1985.

(4) Part-time employees earn annual leave at the rate of one hour for each 20 hours in a pay status in any pay period. Service performed by part-time employees that is not divisible by the leave accrual unit (20) will be carried forward to the succeeding period. Intermittent employees are not eligible for annual leave accrual.

(5) Employees automatically advance from category A to B, and B to C, after completing the required amount of creditable service. The effective date of advancement will be the beginning of the next pay period following completion of the required period of service.

b. Partial accruals. Employees changed from one payroll system to another based on a different pay period will be credited with a prorated accrual for the partial pay period or periods involved (2 hours for category A employees, 3 hours for category B employees, and 4 hours for category C employees per week).

c. Accrual reduction rate for nonpay absences. When a full-time employee's nonpay status totals one full pay period (for example, 160 hours), the annual leave credit will be reduced by the full amount of normal leave accrual depending upon the leave accrual category. Employees on an alternate tour of duty and on tours of duty including standby time will have their leave reduced by 8 hours, 12 hours, or 16 hours when they have been in a nonpay status for a period of time equal to the number of hours in a normal pay period. All nonpay periods (except absences during partial pay periods in which no leave is accrued) within the leave year are added together for applying leave reduction rates, but no hours in a nonpay status are carried forward into the following leave year.

d. Maximum accumulation.

(1) The maximum amount of annual leave that may normally be carried forward from one leave year to another is 360 hours. Under the following circumstances, an additional amount, NTE 120 hours of unused leave, may be carried forward for use during a specified time following the beginning of the new leave year:

(a) The employee must have timely requested and been scheduled for leave in advance.

(b) The employee must have been denied use of scheduled leave because of unusual operational demands such as emergencies or unforeseen operational requirements.

(c) The factors, circumstances, or decisions, that resulted in changing the use of scheduled leave, must not have been under the control of the employee whose leave was cancelled.

(2) Approval to carry forward annual leave that is subject to forfeiture must be obtained from the servicing CPO. The request for approval will be submitted through supervisory channels. The request will include written documentation showing the dates during which the annual leave was scheduled for use and why it could not be rescheduled for use during the current remaining leave year. The request must fully explain the facts and circumstances that precluded the use of scheduled leave.

(3) Annual leave in excess of 360 hours approved by the servicing CPO for carry over to the new leave year must be used within 90 calendar days after the beginning of the new leave year or else it is forfeited.

e. Payment for unused annual leave.

(1) An employee may be paid for a maximum of 48 hours (6 days) of scheduled annual leave that was not used during the leave year under the following circumstances:

(a) The employee must earn more than 160 hours (20 days) of annual leave per year and must have reached the maximum accumulation limit of 360 hours.

(b) The employee must have scheduled the leave NLT 60 days before the end of the leave year. Normally, the employee must have submitted a leave request at least 48 hours before the leave is scheduled to begin. Supervisors will remind their employees to schedule their leave well in advance.

(c) The employee must have been denied the use of scheduled leave because of unusual operational demands such as emergencies or unforeseen operational requirements.

(d) The factors, circumstances, or decisions, that resulted in changing the use of the scheduled leave, must not have been under the control of the employee whose leave was cancelled.

(2) Prior approval to pay an employee for annual leave that is subject to forfeiture must be obtained from the component CPD or the installation commander, if delegated authority by the component commander. The request for approval will be submitted within 30 days after the end of the leave year through supervisory channels and through the servicing CPO. The request will include written documentation showing the dates when the annual leave was scheduled for use, an explanation of the facts and circumstances that precluded the use of scheduled leave, and reasons why it could not be rescheduled during the current remaining leave year.

(3) The total amount of excess annual leave carried forward, added to the number of hours of paid excess annual leave, may not exceed 120 hours.

f. Leave request. Requests for leave normally should be made at least 48 hours in advance. An employee will not be denied use of leave when such denial would result in forfeiture of annual leave under the maximum accumulation provision, unless unusual operational demands, such as emergencies or unforeseen operational requirements, so dictate.

g. Mandatory use of annual leave.

(1) When an employee's services are not needed for periods of less than one month because of shortage of work or funds, management may require that annual leave be taken. This will apply when employees are prevented from working due to closing of an installation or office while field problems, exercises, or practice alerts are in effect or when security conditions preclude access. Before requiring employees to use annual leave, every effort will be made to detail or assign them to other work or to another activity, office, or shop. This may include work at a level of responsibility below that usually performed. However, manual work will not be assigned to nonmanual work employees. Notification of installation closure etc., must be made NLT the end of the work shift the previous day, if employee is to be required to use annual leave.

(2) USFK component commanders occasionally designate days or portions of days "down-days" or "training days" for military personnel only. Employees' T&A will follow the provisions in subparagraph 7-5g(1).

h. Annual leave charges. Annual leave is charged and recorded on an hour-for-hour basis IAW the scheduled daily tour. Annual leave will be paid at the non-overtime rate for the total number of scheduled duty hours, except for employees on a special tour of duty. The maximum charge of annual leave for an employee on a special tour of duty on 24-hour standby tour of duty is 16 hours. The minimum charge for all employees for annual leave is 1 hour. Absences of less than one hour will not be accumulated from day to day for the purpose of charging leave.

i. Lump-sum payment. When an employee is separated, regardless of the type of separation, a lump-sum payment will be made for all credited annual leave to include carry-over from the previous leave year that has not been used and unused annual leave accrued during the current leave year, up to a maximum of 360 hours. When an employee dies, the person designated IAW ROK law will be paid a lump-sum payment for all accumulated annual leave up to a maximum of 360 hours, to the employee's credit.

j. Leave year. The leave year begins with the first day of the first pay period beginning in January.

7-6. SICK LEAVE.

a. Accrual. Full-time employees will earn 8 hours of sick leave upon completion of each complete 28-day pay period. Employees on 2-week pay periods earn 4 hours per pay period. A total of 104 hours per leave year is earned. Part-time employees earn one hour for each 20 hours in a pay status. There is no limitation on sick leave accrual. Intermittent employees are not eligible for sick leave accrual.

b. Partial accrual. If changed to different pay periods, prorated accruals will be credited.

c. Leave reduction. See subparagraph 7-5c.

d. Recrediting of sick leave. Recrediting of sick leave is not authorized.

e. Use of sick leave.

(1) Available sick leave may be requested any time it is required. When, through administrative error or oversight, an absence is charged as nonpay status and the employee would have been entitled to sick leave, the error will be corrected by granting sick leave retroactively for that period or portion. The employee must still be on the rolls at the time of correction and had the credited leave at the time of the absence. When an employee's absence

is charged to sick leave but the sick leave balance is exhausted, the leave charged will be adjusted to annual leave. If there is an insufficient annual leave balance, the leave will be charged to LWOP, unless advanced sick leave is granted under subparagraph 7-6g.

(2) Supervisors may require that sick leave, more than three workdays, be supported by a medical certificate that states that an employee has been incapacitated to perform required duties. The medical certificate will be submitted to the immediate supervisor or certifying officer before the end of the pay period in which the employee returns to duty. The immediate supervisor will keep the medical certificate for control and analysis purposes. In cases of extended illness, medical certificates may be required periodically, if necessary, to establish the employee's continued incapacity to return to duty. As an exception to the above, no sick leave will be granted during a period of enforced leave.

(3) Ordinarily a medical certificate is not required for absences of three days or less. In exceptional cases, where there is reason to believe that an employee is abusing the use of sick leave, the supervisor will advise the employee in writing that a medical certificate will be required for any absences due to illness. This requirement must be limited to individual cases of suspected abuse. The leave approving official determines what may be considered as acceptable evidence of incapacity. Where such evidence does not justify the approval of sick leave, the absence may be charged to annual leave with the employee's consent, or it may be charged as AWOL. When appropriate, disciplinary action may be taken. However, if the absence is charged to annual leave, it may not be made the basis for later disciplinary action.

(4) In unusual circumstances, the supervisor may wish to refer an employee to a U.S. Government medical officer for verification of the oral or written diagnosis/recommendation made by the employee's doctor. If there is a difference in professional diagnosis, that of the U.S. medical officer will prevail. CPO assistance will be requested in handling such cases.

(5) When a member of an employee's immediate family has a contagious disease that requires the care and attendance of the employee, or when through exposure to contagious disease, the employee's presence at work would endanger the health of others, the employee may request or be required to take sick leave. If appropriate, the medical officer will be notified promptly of the circumstances. In all cases when an employee is suspected to be tubercular as a result of appropriate medical examination, the individual will be placed on sick leave immediately. If results of required bacteriological studies prove negative, the employee will be returned to duty and the required period of absence will be reflected on T&A reports as excused absence, regardless of the duration; and any sick or annual leave already charged for the required nonduty time will be recredited.

f. Charging sick leave. Sick leave is charged in the same manner as annual leave in subparagraph 7-5h.

g. Advanced sick leave. Third level supervisors, organizational heads, commanders or equivalent management officials, may approve advanced sick leave to an employee who has completed a trial period if there is reasonable expectation that the employee will return to duty at the expiration of the advanced sick leave period. The amount of sick leave advanced will not extend beyond 30 calendar days. Application for advance sick leave must be supported by a medical certificate stating the necessity for the leave and the period the employee will be incapacitated. If separation (for other than disability or death) occurs prior to liquidation of the entire advanced credit, the remaining balance will be repaid by a charge against available annual leave or by a setoff against severance pay.

7-7. MATERNITY LEAVE.

a. Requirement for eligibility is completion of 10 months continuous service immediately preceding the maternity leave. Service credit for maternity leave is not transferred from APF activities to NAF activities or invited contractors, or vice versa, unless the employee's move was a management initiated action.

b. Terms of leave and provisions for use.

(1) Employees are granted a maximum of 60 continuous calendar days with pay, in connection with child birth, at the non-overtime rate for the number of hours in their normally scheduled tour of duty. Not more than 29 calendar days of such maternity leave is available to be used before child birth and not more than 31 calendar days is available for use after child birth.

(2) No portion of the employee's annual leave or sick leave will be charged against the maternity leave authorized; however, absences related to pregnancy that occur before or after the maternity leave will be charged as appropriate to sick leave, annual leave, or LWOP.

(3) The employee will furnish a physician's certificate indicating the expected date of delivery and upon return to duty will furnish a physician's certificate establishing the DOB of the child.

c. Supervisors will, whenever possible, honor employee requests for assignment to lighter work or less demanding duties, particularly during the month before maternity leave. Pregnant employees will not be assigned overtime work against their will.

d. At least 8 weeks before the expected date of delivery, the employee will submit a request for maternity leave to the supervisor. The medical certificate indicating the expected date of delivery must accompany the request.

7-8. UNPAID ABSENCES.

a. Leave without pay.

(1) LWOP is temporary nonpay status and absence from duty granted at the employee's request. LWOP will not normally be granted if an employee has annual leave credited. LWOP is approved under the same general requirements as annual leave. LWOP may be directed in cases of installation or office closure because of lack of work or funds, field problems, practice alerts, or other reasons, only if the employee has no annual leave credited.

(2) There is no limitation on the amount of LWOP that may be granted. However, when granting LWOP for periods over 30 days, the loss of services that may be needed by the organization will be weighed against the employee's needs. As a basic condition for approval, there must be reasonable expectation that the employee will return to duty. In addition, some other benefit to the installation will result, for example, increased job ability, protection or improvement of employee's health, or retention of a desirable employee.

(3) Where an employee's illness is diagnosed as requiring prolonged medical attention (for example, tuberculosis or major surgery), and upon expiration of sick and annual leave accumulations, the employee may be carried in LWOP status for the period specified by the medical officer, but not beyond one year from the date the illness was discovered. This one year limitation does not apply to an employee with a work-related injury or an occupational disease. The employee may elect to take termination-disability in lieu of continuing on the rolls in leave status, particularly if the LWOP status might exceed six months.

(4) LWOP for more than six months during the severance computation period is not creditable toward severance pay computation.

b. Absence without leave. AWOL is an absence from duty that has not been approved by the proper official. Pay is denied for the entire period of absence. AWOL hours will be charged and recorded in increments of quarter hours. When it is administratively determined that an absence charged as AWOL was due to reasons beyond the employee's control or otherwise excusable, it may be charged to annual leave, LWOP, or sick leave, as appropriate.

c. Nonpay time, LWOP, for more than six months per calendar year and all periods (1 or more days) of AWOL and suspensions, must be deducted from the employee's total creditable service. An exception to this rule is permitted for LWOP when the employee was receiving compensation under an approved workers' compensation claim (OWCP or NAF Employers Self-Insurance Service) due to a disability resulting from a job-connected injury or disease for the period of LWOP. CPOs will process SF 50-Bs to document changes in employee SCDs using quarterly reports received from servicing finance offices. (See subpara 7-2c(3)).

d. Suspensions. See chapter 12.

e. Leave reduction rate. See subparagraph 7-5c.

7-9. EXCUSED ABSENCES. An excused absence is an absence administratively authorized that does not result in a charge to leave and is paid at the non-overtime rate for the number of hours excused, up to the total number of scheduled duty hours.

a. Installation closings.

(1) When operations are interrupted by disasters such as floods, typhoons, fire, or similar situations, and a decision is made to close all or part of an installation, the assigned employees may be excused from duty without charge to leave or loss of pay for up to one day. Normally, in cases of severe rain or snowstorms, a liberal annual leave policy will be utilized.

(2) When operations are suspended for managerial reasons (for example, power or water outage or breakdown of equipment) known sufficiently in advance to permit the scheduling of leave, employees will not be excused from duty without charge to leave or loss of pay. Normally, employees are notified 24 hours in advance, but where this is impracticable, employees may be placed on annual leave if they are notified by the close of the preceding workday. If operations are unexpectedly suspended during a workday for managerial reasons, employees in a duty status at the time the earlier dismissal takes effect, may be excused from duty for short periods of time (less than one workday) without charge to leave or loss of pay.

(3) When employees are prevented from working due to an unscheduled alert, they may be granted administrative leave for a maximum of one day if advance notification, as discussed in subparagraph 7-9a(2), was not possible. If the alert exceeds one day, all time in excess thereof will be charged to annual leave or LWOP.

(4) An employee in leave status preceding and following the closing of an installation will be carried in the same type of leave status during the period of closure.

(5) Any employee whose services are required while an installation is closed or while normal operations are interrupted or suspended, will be notified as soon as possible. Normally, such employees are considered essential, and upon accepting the position, they will be notified of that status and the requirement to report for duty. If after notification, the employee fails to report for duty, the absence will be charged as AWOL if there is no adequate excuse. If the employee was incapacitated due to illness, the charge will be to sick leave under provisions of paragraph 7-6.

b. Emergency conditions. When employees cannot report for work or are late for work because of severe storms, floods, fire, or breakdown of transportation facilities (for example, bridge or road), the employees may be excused without charge to leave or loss of pay for one hour. Periods more than one hour will be charged to annual leave or LWOP unless a command policy decision is made to the contrary.

c. Absences connected with employment. Absence from assigned duties in connection with activities outlined below is considered duty time and, when requested by employees, supervisors will excuse employees without charge to leave or loss of pay as indicated in each case.

(1) Administratively required vaccinations or immunizations. Absence due to illness resulting from such vaccination or immunization will be excused if the physician certifies the necessity for the absence.

(2) Medical examinations. Required medical and X-ray examinations to determine an employee's physical fitness for the job.

(3) Personnel office services. Absences from duty to use CPO services when the supervisor concurs in the timing of an employee's request to use such services. This includes employees reporting to the CPO in another area for placement consideration after personal interviews have been officially requested.

(4) Appeals and grievances. Except when in an enforced leave status or already separated, the time spent by an employee in attending hearings, either his own, as a witness, or representative for another employee. The development and documentation of an employee's appeal must be accomplished on nonduty time, except when it involves contacting official personnel and checking official records that can be accomplished only during duty hours, in which case, such time will be considered duty time, unless the employee is in an enforced leave status.

(5) Absence to appear as witness for the U.S. Government at ROK court or U.S. court-martial proceedings.

(6) While being detained by ROK officials in connection with a vehicle accident involving a U.S. Government vehicle driven by the employee when the employee is not at fault.

d. Nursing an infant child. Upon request, female employees may be authorized 30 minutes, twice each working day for nursing an infant until the infant is one year old. This nursing time will not be allowed during the first or last half-hour of the scheduled day or in connection with the lunch hour.

e. Absence for voting.

(1) Employees who want to vote in governmental elections at communities where they maintain voting residence may be excused without charge

to leave for not more than 4 hours on all election days in local cities and provinces. Employees who will be voting in jurisdictions that require registration in person may also be excused without charge to leave for a maximum of 4 hours. Any denials will be coordinated with the CPO for final decision.

(2) When an employee requests additional time off for voting because it will take longer than 4 hours to go to a legal residence to vote, permission may be granted whenever practicable, and the absence more than 4 hours will be charged to annual leave or LWOP.

f. Use of official time by accredited officials of the KEU.

(1) Accredited KEU officials may use official time without charge to annual leave or loss of pay IAW the provisions of the Labor-Management Agreement between USFK and KEU.

(2) Supervisors will record approved use of official time on an SF 71 (Application for Leave) as "other leave" and indicate it is for conduct of union-management business.

7-10. PAID DAYS OFF FOR FAMILY EVENTS.

a. Employees may be excused from duty without charge to leave and receive pay at the non-overtime rate for the total number of duty hours normally scheduled to observe the following family events:

(1) Employee's marriage -- 5 days.

(2) Marriage of employee's child -- 2 days.

(3) Funeral of employee's parents -- 5 days.

(4) Funeral of employee's spouse -- 5 days.

(5) Funeral of employee's child -- 3 days.

(6) Funeral of employee's spouse's parents -- 3 days.

(7) 60th birthday of employee's parents -- 1 day.

NOTE: The number of days indicated above are continuous workdays. Legal holidays are counted as workdays but regularly scheduled days off are not. Prior supervisory approval is required for all cases except when the absence is due to the death of a family member. The employee will notify the immediate supervisor as soon as possible when such absences occur.

b. Supervisors will record absences for family events on the employee's record card. An SF 71 will be used to document leave granted to observe family events.

7-11. VOLUNTARY LEAVE TRANSFER PROGRAM (VLTP). This program provides for the transfer of annual leave to employees with temporary medical emergencies. This program applies to permanent employees who have completed their trial employment period. This program is effective 1 January 1999. This program does not apply to employees who are entitled to "Termination – Disabilities".

a. Definitions.

(1) **Leave Transfer.** Unused accrued annual leave of an employee donated for use by another employee who has an approved medical emergency. Leave is not transferable between service components, invited contractors, NAF activities with different fund sources, and between AF and NAF activities.

(2) **Leave Recipient.** A current employee who receives donations of annual leave from one or more leave donors.

(3) **Leave Donor.** An employee who voluntarily transfers his/her unused accrued annual leave to the annual leave account of a leave recipient.

(4) **Medical Emergency.** A temporary medical condition of an employee which will require or is expected to require an employee's absence from duty for a prolonged period of time and which will result in a substantial loss of income to the employee because of the unavailability of paid leave. Medical emergency is an involuntary situation over which the employee has no control. An employee who is eligible for a "Termination-Disability" is not eligible to receive leave donations.

(5) **Transferred Leave Status.** The administrative status of an employee using transferred leave.

(6) **Leave Bank.** An account of unused donated annual leave.

b. Leave Recipient Application and Procedures.

(1) An employee must have exhausted or be in the process of exhausting all of his/her annual and sick leave and is or will be in a LWOP status for a minimum of 40 hours to be eligible for the VLTP. A copy of the employee's most recent leave and earnings statement must be attached to the Leave Recipient Application. There is no limitation on the number of times an employee may apply for leave donations. However, when an employee repeatedly requests leave donations, the employee should be referred to a medical officer to determine whether or not the employee is eligible for termination-disability.

(2) An employee with a medical emergency must submit a USFK Form 188EK (Leave Recipient Application) (see page 7-17), to his/her immediate supervisor. Within 3 workdays from the date the employee submitted the application, the supervisor will make a determination whether or not the

application satisfies all requirements of the VLTP. If the application is determined to be appropriate, the supervisor will forward it to the servicing Civilian Personnel Advisory Center/Civilian Personnel Office (CPAC/CPO). If the application does not satisfy all the requirements of the VLTP, the supervisor will return the application to the employee with an explanation and instructions for submitting a request for reconsideration.

(3) An employee's USFK Form 188EK must be supported with a statement from a physician. The physician's statement must describe in English the medical reason for the employee's absence. If the employee is incapable of completing the application, a close relative of the employee or another employee may submit the request on his/her behalf. The supervisor should attempt to obtain the consent of a close relative if the request is submitted by another employee.

(4) The CPAC/CPO will confirm that the application meets all requirements. The CPAC/CPO will then forward the application to the servicing payroll office and also maintain all required records for future reports. If the application does not meet the requirements, the CPAC/CPO will return the application to the supervisor for the supervisor to return the application to the employee with the reason for the return.

(5) The need for donors will be publicized by the servicing CPAC/CPO for eligible employees to donate their annual leave to the employee requesting the leave transfer.

(6) The leave recipient is responsible for immediately informing his/her supervisor in writing when the medical emergency has terminated.

c. For leave donors.

(1) The USFK Form 189EK (Request to Donate Annual Leave to Leave Recipient) (see page 7-18), will be used by employees who wish to donate annual leave to a leave recipient. The request will be submitted to the servicing CPAC/CPO.

(2) The CPAC/CPO will review the request to donate annual leave, and will confirm compliance with the requirements of the VLTP. If the request is appropriate, CPAC/CPO will forward it to the servicing payroll office. If the request is not appropriate, the requestor will be informed within 3 workdays of the reason and the instructions for re-submitting a request for reconsideration.

(3) Upon termination of a leave recipient's medical emergency, unused donated leave will be deposited into the Leave Bank for use by any authorized leave recipients.

d. Reconsideration. When an employee fails to informally resolve a concern regarding leave sharing request, he/she may request a single reconsideration by an official above the one who denied the initial request. This must be done within 15 work days of the notification that the request did not meet all the VLTP requirements. The reconsideration process and decision will be the final administrative determination on the matter and cannot be grieved or appealed.

e. Limitation on Donation. A leave donor may donate any amount of unused annual leave balance on hand as of the date the leave donation is made. Projected leave hours may not be donated. The minimum amount of leave which may be donated is one hour. A leave donor cannot and must not accept any benefit from the leave recipient or anyone in return for the donation of leave.

f. Retroactive Substitution. Transferred annual leave may be retroactively substituted for periods of LWOP or used to liquidate an indebtedness due to advanced annual and/or sick leave granted on or after the date established by approving official as the beginning period of the medical emergency for which LWOP or advance leave has been granted.

g. Termination of Medical Emergency. The leave recipient's supervisor will continue to monitor the status of the medical emergency affecting the leave recipient to ensure that the employee is still affected by the medical emergency.

(1) A leave recipient's medical emergency will terminate when any of the following apply:

(a) When the recipient's employment is terminated.

(b) When the leave recipient's supervisor receives a written notice from the leave recipient or from a personal representative of the leave recipient that the recipient is no longer affected by the medical emergency. Termination of enrollment is the date on which the medical emergency ceases to exist.

(c) When the leave recipient's supervisor determines, after written notice and opportunity for the leave recipient or a personal representative of the leave recipient to answer orally or in writing, that the recipient is no longer affected by a medical emergency.

(2) Supervisors must immediately notify, in writing, the servicing CPAC/CPO, for notification to the payroll office when an approved leave recipient's medical emergency terminates and whether or not the recipient returns to duty.

h. Accrual of Annual and Sick Leave. The maximum amount of annual and sick leave a recipient may accrue, while in a transferred leave status, is 40 hours of annual and 40 hours of sick leave. The accruals for annual and sick leave will be made at the same rate the recipient earned under regular leave accounts. The employee will be credited with a prorated accrual for the partial pay period or periods involved at the start and/or end of transferred leave status when these occur in the midst of a pay period. These accrued hours will be placed in separate leave accounts and may not be available for use until the medical emergency has been terminated, or until the employee has exhausted all transferred leave made available to him/her.

i. Annual Leave to Supervisors. Annual leave may not be transferred to any supervisor in the leave donor's chain of command.

j. Abuse. An employee shall not directly or indirectly intimidate, threaten, coerce, or attempt to intimidate, threaten, or coerce other employees for the purpose of interfering with any right the possible donor or recipient may have with respect to donating, receiving, or using annual leave under this regulation.

LEAVE RECIPIENT APPLICATION

(USFK REG 690-1)

년 가 수 령 신 청 서

DATE 일자:

PART I - TO BE COMPLETED BY LEAVE RECIPIENT 년가 수령 신청인이 작성하여야할 항목

1. NAME 성명:	2. KOREAN ID NUMBER 주민등록번호:
3. PAYROLL NUMBER 급여대장번호:	4. PAYROLL ACCOUNT NUMBER 급여번호:
5. ORGANIZATIONAL UNIT 소속명:	6. POSITION TITLE AND GRADE 직명과 급수:

7. A BRIEF DESCRIPTION OF THE NATURE, SEVERITY, ANTICIPATED DURATION OF THE MEDICAL EMERGENCY. ATTACH A CERTIFICATE ISSUED BY A PHYSICIAN. PLEASE UNDERSTAND THAT THIS APPLICATION DOES NOT GUARANTEE THAT OTHER EMPLOYEES WILL DONATE LEAVE.
의료적 위급상태가 무엇이며, 그 정도, 그리고 그 상태가 언제까지 지속될 것인가에 대하여 간단히 설명하고 의사의 확인서를 첨부하시오. 이 신청서를 제출 하였다고 년가를 기증받는 것이 아니며 다른 직원이 기증을 해야 합니다.:

8. DATE MEDICAL EMERGENCY BEGAN 의료적 위급상태가 시작된 일자:	9. IT IS UNDERSTOOD THAT THE EMPLOYEE'S NAME AND A DESCRIPTION OF MEDICAL EMERGENCY WILL BE PUBLICIZED SO THAT OTHER EMPLOYEES MAY DONATE LEAVE 다른 직원의 년가를 기증받기 위하여 직원의 성명과 의료적 위급상태가 공개됨을 인지한다.

10. IF APPLYING ON BEHALF OF THE APPLICANT, NAME OF INDIVIDUAL COMPLETING THE APPLICATION AND RELATIONSHIP TO THE APPLICANT 만일 이 신청서를 해당 직원을 대신하여 작성할 경우는 작성자의 성명, 직원과의 관계를 기재하시오:

NAME 성명:	RELATIONSHIP 관계:

11. ATTACH MOST RECENT EARNINGS AND LEAVE STATEMENT 가장 최근의 급여 및 휴가 명세서를 첨부하시오:

12. SIGNATURE OF APPLICANT OR INDIVIDUAL COMPLETING THE APPLICATION 신청인 또는 대리 신청인의 서명:	13. DATE SIGNED 서명일:

PART II - TO BE COMPLETED BY THE EMPLOYEE'S SUPERVISOR 직원의 상사가 작성할 항목

14. NAME AND SIGNATURE OF SUPERVISOR AND DATE SIGNED 상사의 성명 과 서명, 서명 일자:	15. DECISION 결정: ☐ MEETS ALL REQUIREMENTS 모든 요건 다 충족됨. ☐ DOES NOT MEET ALL REQUIREMENTS 모든 요건 충족 안됨.

16. REASON FOR RETURN OF APPLICATION 신청서 반송 사유

USFK FORM 188EK, 1 DEC 98

REQUEST TO DONATE ANNUAL LEAVE TO LEAVE RECIPIENT

(USFK REG 690-1)

년가 수령인에 기증할 년가기증 신청서

TO BE COMPLETED BY LEAVE DONOR 년가 기증인이 작성할 항목

1. NAME 성명:	2. JOB TITLE 직명:	3. GRADE 급수:
4. ROK ID No. 주민등록번호:	5. PAYROLL No. 급여대장번호:	6. PAYROLL ACCT No. 급여번호:
7. ORGANIZATION 소속명:		

8. AMOUNT OF ANNUAL LEAVE AS OF END OF LAST PAY PERIOD 지난 급여기간말 까지 남아 있는 년가 시간:	9. AMOUNT OF ANNUAL LEAVE PROJECTED TO FORFEIT THIS LEAVE YEAR AS OF END OF LAST PAY PERIOD 지난 급여기간말 현재로 년말에 상실예정인 년가 시간:	10. AMOUNT OF ANNUAL LEAVE TO BE DONATED 기증할 년가 시간:	11. INDIVIDUAL'S NAME OR IDENTIFICATION No. TO WHOM LEAVE IS BEING DONATED 년가를 기증받을 사람의 성명이나 또는 표시번호:

12. I UNDERSTAND THAT ANY UNUSED DONATED LEAVE BY THE ABOVE LEAVE RECIPIENT WILL BE DEPOSITED INTO THE LEAVE BANK FOR USE BY OTHER AUTHORIZED LEAVE RECIPIENTS
기증된 년가를 상기한자가 쓰고 남을 때는 남은 년가는 년가은행에 예치되며 허가받은 다른 사람이 쓰게됨을 인지한다.

13. IF THE EMPLOYEE (LEAVE RECIPIENT) WANTS TO KNOW MY NAME AND NUMBER OF HOURS I DONATED, THE REQUESTED INFORMATION MAY ☐ MAY NOT ☐ BE DISCLOSED.
년가수령인이 나의 성명과 기증한 년가시간을 원할 경우, 그가 원하는 자료를 제공해도 된다 ☐ 안 된다 ☐

14. SIGNATURE OF DONOR 기증인의 서명:	15. DATE SIGNED 서명일:

USFK FORM 189EK, 1 DEC 98

REQUEST TO DONATE ANNUAL LEAVE TO LEAVE RECIPIENT

(USFK REG 690-1)

년가 수령인에 기증할 년가기증 신청서

TO BE COMPLETED BY LEAVE DONOR 년가 기증인이 작성할 항목

1. NAME 성명:	2. JOB TITLE 직명:	3. GRADE 급수:
4. ROK ID No. 주민등록번호:	5. PAYROLL No. 급여대장번호:	6. PAYROLL ACCT No. 급여번호:
7. ORGANIZATION 소속명:		

8. AMOUNT OF ANNUAL LEAVE AS OF END OF LAST PAY PERIOD 지난 급여기간말 까지 남아 있는 년가 시간:	9. AMOUNT OF ANNUAL LEAVE PROJECTED TO FORFEIT THIS LEAVE YEAR AS OF END OF LAST PAY PERIOD 지난 급여기간말 현재로 년말에 상실예정인 년가 시간:	10. AMOUNT OF ANNUAL LEAVE TO BE DONATED 기증할 년가 시간:	11. INDIVIDUAL'S NAME OR IDENTIFICATION No. TO WHOM LEAVE IS BEING DONATED 년가를 기증받을 사람의 성명이나 또는 표시번호:

12. I UNDERSTAND THAT ANY UNUSED DONATED LEAVE BY THE ABOVE LEAVE RECIPIENT WILL BE DEPOSITED INTO THE LEAVE BANK FOR USE BY OTHER AUTHORIZED LEAVE RECIPIENTS
기증된 년가를 상기한자가 쓰고 남을 때는 남은 년가는 년가은행에 예치되며 허가받은 다른 사람이 쓰게됨을 인지한다.

13. IF THE EMPLOYEE (LEAVE RECIPIENT) WANTS TO KNOW MY NAME AND NUMBER OF HOURS I DONATED, ;THE REQUESTED INFORMATION MAY ☐ MAY NOT ☐ BE DISCLOSED.
년가수령인이 나의 성명과 기증한 년가시간을 원할 경우, 그가 원하는 자료를 제공해도 된다 ☐ 안된다 ☐

14. SIGNATURE OF DONOR 기증인의 서명:	15. DATE SIGNED 서명:

USFK FORM 189EK, 1 DEC 98

CHAPTER 8

PAY ADMINISTRATION

8-1. GENERAL. This chapter establishes requirements and procedures governing pay administration.

8-2. DEFINITIONS.

a. **Adjusted pay** - the previous pay (base pay plus CAP (together) also are called "combined rate") provided it does not exceed the top step of the grade to which appointed. If the current rate falls between two steps on the scale for the new grade, the employee will be paid the higher rate.

b. **Base pay or basic pay rate** - the amount of salary or wages corresponding to a particular grade and step of the official wage schedule without any allowance, premium, or other fringe benefit. For employees on saved pay, it is the amount of salary or wages without CAP and other allowances, premium, or fringe benefits.

c. **Combined rate** - the combined amount of base pay plus CAP.

d. **Highest previous rate** - the current rate of pay for the highest grade and step previously held for one consecutive year.

e. **Regular hours for pay administration** - the normally scheduled work hours per pay period exclusive of overtime hours. For employees on special tours of duty, they do not exceed 224 hours per four week pay period. For other employees, they do not exceed 44 hours per week.

f. **Saved pay (also called pay retention)** - the combined rate held by an employee immediately before being involuntarily CIG without personal cause, applied when the employee's current rate exceeds the combined rate of the top step of the lower grade to which assigned.

8-3. WAGE SCHEDULES.

a. Employees will be paid IAW authorized U.S. Forces wage schedules. Two types of wage schedules apply to Korean employees; manual KWB and nonmanual KGS. These schedules will be used with authorized pay categories and grades.

b. Employees must be paid a rate equal to one of the steps of the grade to which assigned except as authorized by paragraph 8-4. Pay rates may be adjusted only in conjunction with an official personnel action or a step increase IAW rules set forth herein.

c. Procedures for applying revised wage schedules are at appendix D.

8-4. SETTING PAY RATES.

a. Upon initial employment or reemployment, only basic rates of pay will be considered in making pay rate determinations. All new employees without prior USFK service start at step 1 of the grade to which assigned except as authorized by paragraph 8-5.

b. Former USFK employees and former employees of USFK invited contractors reemployed after a break in service (separation from the rolls for more than three calendar days but not more than 18 months) who do not have reinstatement priority, will have their pay rate set at a rate closest to, but not more than, the highest previous rate (HPR) previously held for a job in the same line of work. The HPR must have been held for at least one consecutive year immediately prior to separation. (**NOTE:** The term "line of work" used in this chapter includes all jobs and occupations that are closely related to one another in such ways as the similarity of functions performed and the transferability of knowledge and skills from one job to another. Examples are a carpenter and a preventive maintenance worker, who performs woodworking tasks; or an electronics technician and an electronics mechanic. Jobs in different but related occupations are not always in the same line of work.) The servicing CPO will set the pay rate IAW line of work considerations and HPR for former USFK or invited contractor jobs in which the employee served for at least one year. HPR must have been held immediately preceding separation.

c. Employees reemployed following an honorable discharge from the ROK Armed Forces or a break in service of 18 months or less after separation due to RIF will be granted the same step of the grade held at the time of separation (e.g., highest previous rate). If reemployed in a lower grade, maximum salary protection will be provided. The employee's pay may be adjusted NTE the current equivalent of the highest step rate previously held; in no case will the pay rate exceed the top step rate for the grade in which newly appointed.

d. Change in employment status.

(1) When employment status is changed, on a voluntary or involuntary basis, between APF and NAF, between direct hire and indirect hire (KSC), or between invited contractor and direct hire, the employees involved will be paid their current rate of pay, if the change in status is at an equivalent grade level.

(2) When employment status is CLG on a voluntary basis, the employees involved will be paid their current rate NTE the top step of the grade to which appointed. When the current rate falls between two steps of the grade to which the employee is being assigned, the lower step will be used.

(3) When change in employment status results in a promotion action, the provisions of subparagraph 8-4e will be followed.

(4) When employment status is changed on an involuntary basis such as RIF or TOF, the pay fixing provisions of subparagraph 8-4h(1) will be followed.

e. Reassignment.

(1) An employee reassigned to another position of the same grade in the same pay schedule will be assigned at the same step rate.

(2) An employee reassigned to a position under a different pay schedule, either in the same or a different grade that has the same basic pay rate for step 1, will be assigned at the same basic pay rate or, if the last basic pay rate falls between two steps of the grade in the other schedule, at the higher of the two steps.

f. Promotion. When an employee is promoted, the basic pay rate will be fixed at the lowest step rate in the higher grade that exceeds the last basic pay rate by an amount equal to one full step of the grade from which promoted. When this amount (present rate plus one step) falls between two steps of the higher grade, the higher of the two steps will be used. This applies to advancement within the same pay schedule and movement between KWB and KGS positions when the step 1 rate of the new grade is higher than step 1 rate of the grade from which promoted. A special adjustment may be required for an employee changing between KGS and KWB positions when the new position has a higher step 1 rate but lower CAP. The pay is adjusted to a step in the new grade whose combined rate is equal to the combined amount of base pay one step higher than the employee held in the grade from which promoted plus the CAP rate for the former grade. If the combined rate for the grade from which promoted falls between two steps plus CAP of the new grade, the base pay is set at the higher of the two steps. Employees who are <u>not on saved pay</u> who are <u>repromoted</u> to a former or an intermediate grade that is higher than the current grade will have their pay set IAW these procedures.

g. Repromotion of employees on saved pay. When an employee is repromoted while receiving saved pay (subparagraphs 8-4h(1)(e) and (f)) and the combined rate is less than his saved pay rate, the assigned saved pay rate is used. When an employee is repromoted to a former or to an intermediate grade that is higher than the current grade, the rate of pay is adjusted to the highest scheduled step rate (i.e., highest previous rate) that does not exceed the current equivalent step rate from which previously reduced. When the saved rate falls between two steps of the grade to which the employee is to be repromoted, the rate will be fixed at the higher of the two steps.

h. CLG.

(1) When an employee's position is CLG due to grade change of benchmark jobs, revised classification criteria, correction of classification error, mandatory placement, or RIF, the following provisions apply:

(a) Pay fixing determinations will be based on the combined rate.

(b) Employee must have completed 90 days in the higher grade prior to the effective date of the CLG.

(c) If the employee has not completed 90 days in the current higher grade, the combined rate of the next most recent position will be used.

(d) If the current combined rate falls within the pay range, including both base pay and CAP, of the lower graded position, the employee's pay will be set at a step rate which, when combined with the CAP for the lower graded position, equals the current combined rate. If the current combined rate thereby would result in the base pay falling between two steps of the lower grade, the higher of the two steps will be used to establish the pay rate.

(e) If the current combined rate exceeds the pay range, including base pay and CAP, of the lower graded position, the employee's current combined total of base pay, plus CAP, will be saved provided the following criteria is met: The employee mush have served continuously for one year immediately preceding the CLS in a permanent position or positions in which the current combined rate is greater than that of the lower graded position. The rate(s) earned during the one year period need not be the same as long as the rate for each position held is more than that of the step 12 of the lower grade position. The rate saved will be the one earned immediately preceding the CLG.

(f) Saved pay rate will be terminated when the combined rate is overtaken by a newly authorized wage schedule, upon a break in service of three or more workdays, upon a CLG or reassignment for personal cause or at the employee's request, or when the employee is placed in a position with a combined rate that is higher than the saved pay rate.

(g) RIF affected employees who accept a position more than three grades or three-grade intervals below the current grade will not receive saved pay. Such employees will be paid their current combined rate, not to exceed that of the top step, plus CAP, of the position to which assigned.

(2) Employees CLG due to unsatisfactory performance are not eligible for saved pay rates as described above. Pay will be fixed at step 1 of the lower grade.

(3) If CLG resulted from employee response to a vacancy announcement, pay will be fixed at the combined rate closest to, but not in excess of, the current combined rate or the top step, plus CAP, of the new grade. This included CLG at personal request, provided the employee is not under a warning notice for poor performance or conduct.

(4) Employees who apply for lower graded positions after notification that are subject to RIF are not to be considered voluntary applicants. The procedures as described in subparagraphs 8-4h(1)(a) through (g) will apply.

(5) Employees placed in lower graded positions due to physical limitations are eligible for saved pay rates as described in subparagraphs 8-4h(1)(a) through (g).

(6) Employees placed in a lower graded position due to additional job qualifications imposed by management are eligible for saved pay rates as described in subparagraphs 8-4h(1)(a) through (g).

(7) Employees receiving saved pay who are subsequently placed in lower graded positions will have their pay fixed as described in subparagraphs 8-4h(1)(a) through (g). The current saved pay rate (combined rate) will be used.

(8) Upon termination of a temporary promotion, the pay rate will be fixed at the rate held immediately prior to the effective date of the temporary promotion, except that the rate in the lower grade may include any step rate for which the employee would have become eligible if the employee had remained in the lower grade during the period of temporary promotion.

i. Step increase. When a change to another position is effected on the same date that a step increase becomes due in the relinquished position, the step increase is considered to have preceded the position change, and the employee's previous rate will be increased by one step prior to fixing pay in the new position. In this case, the following remark will be placed on the SF 50-B: "Employee completed all eligibility requirements for step increase on (Date) _____."

j. Review of pay entitlement. Requests from employees for review of pay entitlement determinations must be submitted to the servicing CPO NLT 24 months after the effective date of such determinations. These requests should be submitted as soon as an error is discovered or suspected.

8-5. ADVANCED IN-HIRING RATES.

a. Advanced in-hiring rates may be established at any step rate for specific jobs based on recruiting difficulties and local pay practice. Advanced in-hiring rates must be approved by the joint services. Requests for establishment of in-hiring rates will be submitted to HQ USFK, OCPD, ATTN: FKCP-CC, Unit #15237, APO AP 96205-0010.

b. Advanced in-hiring rates may be set for an applicant at a pay rate NTE step 5 of the grade for which selected when the individual's qualifications are materially higher than minimum requirements (experience and/or training) for the job and are directly pertinent to job requirements. Justification for such action and the CPO's approval will be made a matter of record in the OPF of the selected employee. Reference to the possible use of an advanced in-hiring rate will be included in recruitment announcements for any position where application of this advanced in-hiring rate is warranted.

8-6. NIGHT SHIFT DIFFERENTIAL. An employee is entitled to night shift differential pay for work actually performed between 2200 and 0600 hours. The night shift differential pay rate is an additional 50 percent of base pay, CAP, and supervisory differential paid under paragraph 8-18. Night shift differential will not be paid for absences due to leave, holiday, or excused absence.

a. Hours worked between 2200-0600 hours that are in excess of 8 hours in a day or 44 hours in a week are paid at both the night differential and overtime rates. Overtime pay is 150 percent of base pay, CAP, and supervisory differential; therefore, night differential overtime is 200 percent of base pay, CAP, and any supervisory differential. For example, an employee who worked 15 hours (0800-2400 hours with one hour for lunch) would receive--

-- Eight hours of regular pay (base pay, CAP, and other applicable allowances).

-- Seven hours of overtime (150 percent of base pay and CAP).

-- Two hours of night differential (50 percent of base pay and CAP).

b. Hours worked on a holiday between 2200-0600 hours that are in excess of 8-hours in a day or 44 hours in a week are paid at the night differential, overtime, and holiday rates. These hours will be compensated at 300 percent of base pay, CAP, and any supervisory differential (50 percent for night differential, 150 percent for overtime, and 100 percent for holiday). For example, an employee who worked 15 hours (0800-2400 hours with one hour for lunch), on a holiday, would receive--

-- Eight hours of regular pay (base pay, CAP, and other applicable allowances).

-- Seven hours of overtime (150 percent of base pay and CAP).

-- Two hours of night differential (50 percent of base pay and CAP).

-- Fifteen hours of holiday pay (100 percent of base pay and CAP).

8-7. HOLIDAY RATES (Holiday Premium).

a. An employee who performs work on officially designated Korean holidays (prescribed in chapter 6) is entitled to holiday premium pay. The payment of holiday premium is 100 percent of base pay, CAP, and supervisory differential paid under the provisions of paragraph 8-18. Work in excess of 8 hours per day or 44 hours per week that occurs on a holiday will be entitled both the holiday premium pay and overtime pay. For example, an employee who worked 12 hours on a holiday would receive--

-- Eight hours of regular pay (base pay, CAP, and other applicable allowances).

-- Twelve hours of holiday premium pay (100 percent of base pay and CAP).

-- Four hours of overtime pay (150 percent of base pay and CAP).

b. Holiday rates do not apply to any part of a daily tour that begins the day before a holiday and ends on the holiday. Conversely, holiday rates apply to the entire tour of duty when it begins on a holiday and ends the next day.

c. Employees are entitled to pay for the holiday if an employee is in pay status either the work day before or the work day after the holiday.

8-8. OVERTIME RATES.

a. Payment in the amount of 150 percent of the scheduled base hourly rate, hourly CAP, and any hourly supervisory differential is authorized for all time actually worked in excess of 8 hours in any workday or 44 non-overtime hours in any workweek, except for employees working a special tour of duty who will be compensated as described in chapter 6, subparagraph 6-3d.

b. Overtime pay will apply only for continuous work over and above 8 hours a day or 44 non-overtime hours in any workweek, except in the case of call-back overtime and for employees on special tours of duty.

c. Authorized absences from work in pay status (e.g., leave or excused absence) will be counted as hours actually worked and will count toward the weekly threshold at which overtime rates begin. Absences in a pay status of more than 8 hours in any work day, or a combination of paid hours absent and hours worked, will not be counted as more than 8 hours for purposes of paying overtime. Any additional hours will be paid at the basic pay rate.

d. Absences connected with employment (chap 7, subpara 7-9c) will be counted as hours actually worked and will count toward the threshold at which overtime rates begin.

8-9. STEP INCREASES.

a. Employees are automatically advanced between steps of the grade to which assigned after completing the required amount of creditable service unless they have received a warning letter indicating unsatisfactory work performance. Employees who have been instructed by a warning letter to improve their work performance within a specific period of time (NTE 90 days) will not be given a step increase until the final decision is made as to their performance at the end of the warning period.

(1) Step advancement is authorized according to the schedule below. Part-time employees will be eligible for a step increase when total hours in their established tour equals the number of hours represented by 52, 76, 156 weeks, or 2,080, 3,040, or 6,240 hours, respectively.

STEP	2 or 4-WEEK PAY PERIOD	MONTHLY PAY PERIOD
1 to 2	52 weeks	12 months
2 to 3	52 weeks	12 months
3 to 4	52 weeks	12 months
4 to 5	52 weeks	12 months
5 to 6	52 weeks	12 months
6 to 7	52 weeks	12 months
7 to 8	76 weeks	18 months
8 to 9	76 weeks	18 months
9 to 10	76 weeks	18 months
10 to 11	156 weeks	36 months
11 to 12	156 weeks	36 months

(2) A new waiting period begins--

(a) On the date of appointment or on the effective date of a promotion, step increase, or other personnel action that results in an increase in an employee's pay rate equal to the next step increase in the grade held immediately before such personnel action becomes effective.

(b) When an employee is CLG IAW subparagraph 8-4h(1).

(3) A new waiting period is not required when there is an increase in pay resulting from application of revised pay schedules.

b. Creditable service.

(1) Service must be continuous. A break in service (separation from the rolls for more than three calendar days) requires the beginning of a new waiting period. Annual leave, sick leave, AWOL, suspension, or excused absences are not a break in service. However, periods of AWOL and suspension will be added to the waiting period. A change between APF and NAF or between invited contractor and direct hire status does not interrupt otherwise continuous service.

(2) Service in other grades is creditable unless the beginning of a new waiting period is required as specified in subparagraph 8-9a(2).

(3) Periods of excused unpaid absence not exceeding a total of two workweeks (64 hours for part-time employees) during the waiting period are creditable. Periods of unpaid absence in excess of two workweeks must be offset by an amount of creditable service equal to the excess before the next step increase can be effected. This provision does not apply, however, when absence is due to job-connected injury or disease for which the employee is receiving compensation from the OWCP or under workers' compensation insurance.

(4) On reinstatement after separation, military or disability, the employee is entitled to any credit accumulated toward waiting period requirements prior to such separation.

c. Effective dates. Step increases are effective at the beginning of the next pay period following the completion of the required amount of creditable service. If the last day of a period of creditable service is also the beginning of the next pay period, the step increase is effective at the beginning of that pay period. When, because of error, a step increase was not processed when due, it will be made effective retroactively to the proper date provided the error is detected by, or brought to the attention of, the CPO within two years following the date the step increase was due.

d. Processing. CPOs, in conjunction with the servicing finance office, are responsible for timely processing of step increases.

8-10. PAYMENT OF MONEY DUE THE EMPLOYEE.

a. Wages earned during a pay period will be payable on regular paydays as established by the finance office or NAF custodian but NLT 12 calendar days following the close of each pay period. In case of a bona fide emergency verified by the supervisor who signs the official T&A form, an employee will be permitted to draw any earned pay in advance of the regular payday by use of the supplemental payroll procedure.

b. In case of death, all unpaid wages and other money due the deceased employee will be paid, as determined IAW ROKG law, by use of the supplemental payroll procedure.

c. Bonuses may be paid either on regular paydays or on special paydays as long as the time for payment specified in paragraph 8-12 is met.

d. Payment of per diem, as distinct from wages, is authorized at rates prescribed in USFK Reg 37-4, when an employee is required to travel or be absent from the normal place of employment or permanent duty station in connection with official duties. Per diem is paid upon approval of a specific voucher supported by travel orders, and not as part of a payroll.

8-11. SEVERANCE PAY.

a. General. Eligible employees are entitled to a 1-month average total wage for each year of continuous service. Computation of one month's pay for APF employees will be based on the monthly total wage of the highest three consecutive months during the 12 months immediately preceding the last pay period ending on or before 31 March of each year. The total wage includes base pay, premium pay, supervisory differential, allowances, and bonus payment, prorated over the entire 12 months. Accrued severance pay will be placed in the employee's bank account annually. It will be deposited NLT 30 days after the annual cutoff date of 30 April. Severance pay for invited contractor and NAF employees may be computed annually or quarterly and will be deposited in the employee's bank account NLT 30 days after the annual or quarterly cut-off date.

b. Eligibility.

(1) Full-time APF and NAF employees, including those of invited contractors, are eligible for severance pay.

(2) Effective 1 September 1982, the following part-time employees are eligible for severance pay based on pay actually received during the computation period:

(a) Employees with a minimum of one year of continuous full-time service who are involuntarily separated and rehired within six months as part-time employees from the ARPL.

(b) Employees who have previously worked at least one year of continuous full-time service before conversion to part-time employment as a result of RIF.

c. Computation.

(1) Employees involuntarily separated, through no fault of their own, will receive one more month of normal wages in addition to severance pay. To be eligible, employees must have completed at least one full year of service at the time of separation. The change between APF to NAF or NAF to APF is not considered to be a separation of employment from USFK.

(2) Upon separation from USFK by other than resignation or removal for cause, creditable service for severance pay purposes will include accrued sick leave. In determining service length credit for severance pay purposes, all periods of an employee's creditable service and the period represented by unused sick leave at the time of separation will be added; and any fractional part of a month in the total will be eliminated. In those cases where accrued sick leave is transferred to a gaining USFK activity or component, the accrued sick leave will not be used in determining creditable service.

(3) Severance pay will be prorated for periods of less than a year. Each full month will constitute 30 days of continuous service. No credit will be given for periods of less than one month.

(4) Final pay of employees removed for cause involving theft or misappropriation of U.S. government property will be withheld to satisfy any financial liability to the employing activity.

(5) Service under NTE (for example, temporary) appointments will be credited when such service constitutes a part of an employee's total continuous service. A break in service of three calendar days or less between a NTE appointment and an indefinite appointment is considered to be continuous service.

(6) Time spent in management-approved and management-directed nonpay status (for example, LWOP and suspensions) is creditable provided it does not exceed 6 months per calendar year. (See chap 7, subpara 7-8c.) Periods in LWOP status due to job-related disability (for example, compensation cases under FECA or under workers' compensation insurance plans) are creditable for severance pay purposes, in that the length of such periods will be included as though the employee had received wages during those times.

(7) Creditable service is transferable between APF organizations and NAFI, to any organization that is not covered by a servicing agreement, or between direct hire and indirect hire, except for invited contractor employment. Severance pay obligations will not be liquidated at the time of change in employment (for example, from NAF to APF). Changes from APF to NAF, or NAF to APF, will not be considered a change in employment conditions.

(8) For employees paid on a 4-week pay period, "total wage" will be computed by multiplying the 4-week mean average of the three highest consecutive 4-week pay periods by 1.1.

(9) "Normal wage" is the monthly mean average of 3 months base pay for regular hours received during the highest 3 consecutive months of the 12 months immediately preceding the date for which the normal wage is being computed. For employees paid on a 2-week or 4-week pay period basis, "normal wage" is computed in the same way as indicated in subparagraph 8-11c(8). In those cases when a full-time employee is working a schedule that results in less than 40 non-overtime hours per week (e.g., 4 ten-hour days) the "normal wage" will be based on a 40-hour week.

(10) SCDs for severance pay purposes will be changed annually to the date immediately following the last day for which severance pay was paid.

(11) USFK severance pay liability will cease as of the date the accrued severance pay is deposited in an individual employee's bank account. Therefore, employees in a nonpay status in subsequent computation periods will not be eligible for severance pay until they have been returned to duty for at least 30 days.

(12) Upon separation, the service period for which severance pay has not been deposited in the employee's account will be prorated to the last full month of service. The proration will be the average one month of total wage received during the period since the last cut-off date immediately preceding the separation, multiplied by each full month of service since the last annual severance pay cutoff. The average one month of total wage will include 1/12th of the bonus payments received during the 12 months preceding the separation.

8-12. BONUSES.

a. Eligible employees will be paid the following bonuses:

(1) Summer bonus. A summer bonus of one month's pay will be paid to personnel employed as of 30 April who have three months' continuous service, from 1 February through 30 April. Payment will be made in June.

(2) Chusok bonus. A Chusok bonus of two months' pay will be paid to personnel employed as of 31 July who have three months' continuous service, from 1 May through 31 July. Payment will be made before the Chusok holiday.

(3) Year-end bonus. A year-end bonus of two months' pay will be paid to personnel employed as of 31 October who have three months' continuous service, from 1 August through 31 October. Payment will be made in December prior to Christmas.

(4) Lunar New Year bonus. A Lunar New Year bonus of one month's pay will be paid to personnel employed as of 30 November who have three months' continuous service, from 1 September through 30 November. Payment will be made before the Lunar New Year holiday.

(5) Spring bonus. A spring bonus of one month's pay will be paid to personnel employed as of 31 January who have three months' continuous service, from 1 November through 31 January. Payment will be made in March.

b. Eligibility.

(1) Full-time, part-time, and intermittent employees are eligible.

(2) New employees with at least one month (30 days) of continuous service during the 3 months immediately prior to the eligibility date will be paid one third of the bonus payment for each 30 days of service to their credit. Those employed during the entire month of February will be considered to have met the minimum requirement for one month eligibility.

(3) An employee who is separated for reasons other than resignation or removal for cause will be paid the prorated value of the appropriate bonus based on pay status as of the date of separation. The following separation actions do not carry eligibility for prorated bonus payment: resignation, removal, separation-security, and separation-abandoned position.

(4) Employees must have been in a pay status at least two full workweeks during the 3-month period to be eligible for a bonus. Employees will have their creditable service reduced by the total number of weeks they were in a nonpay status during the 3-month period. A reduced bonus will apply to the reduced creditable service. For total nonpay status of more than two weeks but not over six weeks, bonus amount is reduced by one month. For total nonpay status of more than six weeks but not over 10 weeks, a 2-month reduction is made. For total nonpay status of more than 10 weeks, no bonus is authorized.

(5) A break in service of no more than three calendar days between NTE appointments or between NTE and an indefinite appointment will not be considered to interrupt otherwise continuous service for bonus eligibility.

c. Computation.

(1) The 1-month bonus payment (spring, summer and Lunar New Year) equals the hourly basic pay rate multiplied by the normally scheduled work hours per 4-week pay period multiplied by 1.083. The 2-month bonus payment (Chusok and Year-end) equals hourly basic pay rate, multiplied by the normally scheduled work hours per 4-week pay period, multiplied by 2.167. For calendar month pay periods, the unadjusted one or two months basic pay rate applies.

(a) The hourly basic pay rate is the scheduled rate applicable at the end of the pay period which includes the bonus eligibility date. In cases where the prorated bonus is payable on separation, the basic pay rate at the time of separation will be used.

(b) "Normally scheduled work hours per pay period," as the term applies to bonus computation, will be the median number of hours for the last three pay periods, including the pay period that contains the bonus eligibility date. This may not exceed 44 regular (non-overtime) hours per week and 224 hours per four week pay period for employees on special tours of duty. When the number of hours as defined is not the same for each of the three pay periods, the median is determined as follows: When the number of hours is the same for two of the three pay periods, the number that occurs twice will be used (for example, pay record for employee A shows 171, 171, 176 hours - median is 171). When the number is not the same for any two of the three pay periods, the number between the highest and the lowest will be used (for example, pay record for employee B shows 172, 176, 164 hours - median is 172). For an employee who is eligible for the full bonus, but separates prior to the completion of the pay period that includes the eligibility date, the normally scheduled work hours will be the median of the last three full pay periods prior to separation.

(c) In those cases when a full-time employee is working a schedule that results in less than 40 non-overtime hours per week (e.g., 4 ten-hour days) bonus computation will be based on 40 hours per week.

(2) Prorated bonuses will be computed as follows:

(a) In lieu of the median hours (see subpara 8-12c(1)(b)), "normally scheduled work hours per pay period" for new employees on the rolls less than three full pay periods, will be the number of regular hours for the pay period that includes the bonus eligibility date. For eligible employees separated involuntarily (see subpara 8-12b(3)), the "normally scheduled work hours per pay period" will be the number of regular hours for the last full pay period prior to separation.

(b) Service during the bonus period will carry the fractional value of one-third of the full amount for one month's continuous service, or two-thirds of the full amount for two months' continuous service.

8-13. RELOCATION ALLOWANCE.

a. Payment of relocation allowance is authorized for employees who are transferred on permanent change of station (PCS) from one commuting area to another. This is payable only if the employee's residence prior to actual relocation was outside the new commuting area, as verified by an official certificate of residence. Transfers within a commuting area, regardless of the location of the employee's residence, are not considered a PCS and do not result in eligibility for relocation allowance. Similarly, transfers from one commuting area to another do not necessarily confer eligibility for relocation allowance. If an employee is required to commute to a new location which exceeds that described in chapter 4, paragraph 4-17, a relocation allowance will be paid.

b. Information will be entered in the remarks section of the SF 50-B citing appropriate authority for establishing eligibility for the payment of a relocation allowance. The remarks section of the SF 50-B will also contain a statement that a claim for relocation allowance must be submitted to the servicing CPO within 90 days from the effective date of the transfer.

c. Eligibility for relocation allowance.

(1) Employees will be eligible for relocation allowance when relocation is to a permanent position and is in connection with--

(a) TOF when relocation of employee's residence is justified due to infeasible commuting distance, inaccessibility of transportation, lack of roads, and so forth.

(b) Selection from outside the commuting area under vacancy announcement procedures or due to receipt of a RIF letter, when relocation of employee's residence is justified due to commuting difficulty.

(c) At the direction of management, other than as prescribed in subparagraph 8-13c(1)(a) or (b), when relocation of employee's residence is justified due to inability to commute.

(2) Payment will be the amount computed IAW either subparagraph 8-13c(2)(a) or (b), whichever amount is less. Dependent rate will be paid if the employee furnishes appropriate documentation indicating that his/her spouse, dependent children, and/or parents or parents-in-law, have relocated.

(a) Individual amounts will be computed by multiplying the average number of non-overtime hours in the employee's established weekly tour of duty for the last three full pay periods (12 weeks prior to effective date of PCS or request for advance payment), times the hourly base pay rate applicable to the last pay period worked, times 6.5 for employees without dependents, or 13 for employees with dependents.

(b) The maximum authorized payment regardless of the grade and step of the position held is the hourly base pay rate for step 10 of KGS-7 multiplied by 40 (hours per week), times 6.5 for employees without dependents, or 13 for employees with dependents.

d. Payment of relocation allowance. To be paid a relocation allowance, eligible employees must submit their claims within 90 days from the effective date of the reassignment to the CPO servicing their new installation. These claims will be supported by the following documents:

(1) Two copies of the orders directing PCS.

(2) Certificate of new residence showing the family address in the new commuting area. The new servicing CPO will prepare a travel voucher or subvoucher, on an individual basis, with verification of legal dependents and relocation of family entered in the remarks section. For employees failing to present a family census register verifying status of legal dependents and/or a residence certificate showing the new family address, the initial voucher will be at the "without dependents" rate. Upon presentation of proper evidence, a second voucher, cross-referenced to the original voucher, will be prepared by the servicing CPO to support payment of the balance of the relocation allowance due. Such evidence must be submitted within one year from the effective date of transfer for payment to be made.

e. Request for advance payment. Eligible employees may request, in writing, an advance payment of relocation allowance for PCS travel. It will be submitted to the CPO servicing the losing organization. The CPO will prepare a travel voucher or subvoucher supported by two copies of the travel orders directing the PCS. Under the remarks section of this form, information will be entered that an advance payment has been made. Advance payment will be made at the "without dependents" rate, not more than 14 days in advance of the impending PCS. A copy of the voucher on which advance payment was made will be forwarded by the losing CPO to the servicing CPO of the gaining activity prior to the transfer date of the employee. In the case of TOF or selection from outside the commuting area under vacancy announcement, the relocation allowance will be charged to the account of the gaining activity. The losing activity will pay the relocation allowance for moves undertaken at the direction of management. An employee who receives an advance payment of relocation allowance will submit a copy of the certificate of residence to the gaining CPO showing the address in the new commuting area. Failure to submit such evidence within 30 calendar days after the effective date of transfer to the new duty station may result in collection of the advance payment from the employee.

f. Employees entitled to relocation allowance IAW subparagraph 8-13c will be provided U.S. Government or local commercial transportation for both employees and legal dependents. Transportation of a limited amount of household goods or possessions is authorized (NTE 6,000 pounds for employees with dependents and 3,000 pounds for single employees); however, employees will

be responsible for the packing and crating of goods shipped. Entitlement for movement of dependents in connection with the PCS of an employee terminates if movement is not accomplished within 9 months of the PCS date. Travel orders for employees entitled to transportation service will be issued at the employee's current location. The servicing CPO will secure the fund citation from the gaining organization, originate and authenticate the request for travel orders, and forward to the responsible orders issuing official.

g. Restrictions.

(1) In those cases where the employee and spouse would be eligible, the relocation allowance will be paid only to the one receiving the higher rate of pay.

(2) An employee who has received a relocation allowance is not eligible for a second such allowance during the 12 months following the effective date of transfer shown on the SF 50-B. Requests for exceptions to this restriction will be forwarded to HQ USFK, OCPD, ATTN: FKCP-CC, Unit #15237, APO AP 96205-0010. Only those determined to be essential to mission requirements or hard-to-fill, as certified by the local commander and concurred in by the gaining servicing CPO, will be considered.

(3) If the employee does not enter on duty at the new installation, the advance relocation allowance will be recovered by withholding an equivalent amount from accrued monies otherwise due.

(4) If an employee resigns or is removed for cause within six months after relocation, the amount of relocation allowance collected will constitute a debt to the U.S. Government. Repayment in each case will be effected according to applicable regulations of the individual component service.

(5) To preclude the unnecessary expenditure of relocation allowance, employees filling positions that constitute continuing requirements at the current location (such as security guards, janitors, and mess personnel) normally will not be transferred with a TOF, but will be offered continuing positions in their current commuting area.

8-14. REMOTE AREA ALLOWANCE. Payment of the remote area allowance is authorized for employees officially assigned to work at locations designated as remote areas. Designated areas to which the allowance applies are listed in appendix C.

a. The allowance will not be paid to employees who are provided both meals and lodging at the work site at no cost, or who are furnished at no cost, daily commuting transportation to and from the work site. Daily commuting transportation does not include transportation entirely within the installation or transportation to and from the nearest commercial transportation pickup point, furnished by the employer to avoid undue hardship on employees.

b. The official name of the remote location will be entered in the personnel action for newly assigned employees. Subsequent changes in an employee's post of duty to begin or terminate the allowance will be processed on the appropriate personnel action.

c. A statement signed by the supervisor or the timekeeper will be attached to the time sheet to support payment of the remote area allowance to eligible employees. The following statement will be used for the first pay period and all subsequent pay periods: "Employees listed below are considered eligible for payment of remote area allowance. Assignment to (name of location) began on and continued through the dates shown for each individual. During the period of eligibility, none of these employees were furnished free of charge either daily commuting transportation or both meals and lodging."

d. The allowance will be paid on the basis of a required minimum 4-week period and 1/4th of the allowance per week for each additional full-week increment, regardless of whether employees are paid on a calendar month basis, semimonthly, or every 4 weeks.

e. An employee who is in a nonwork status for a full pay period will not be eligible for the remote area allowance for that pay period, except that employees who are unable to work due to illness or injury will be eligible while they are in sick leave status.

f. A deduction of the prorated amount will be made for any full calendar week during which an otherwise eligible employee is in a nonpay status due to suspension or AWOL, or is paid per diem for temporary duty outside a remote area.

g. Designation of locations in addition to those listed in appendix C will be considered. Requests will be submitted through civilian personnel channels to HQ USFK, OCPD, ATTN: FKCP-CC, Unit #15237, APO AP 96205-0010, and include the following information:

(1) Official name or designation of the work site.

(2) Name of, and distance to, the nearest town with 2,000 population or Myon (Ward), or other town with minimal reasonable facilities.

(3) Information as to availability of commercial transportation between the town and the work location.

(4) Commuting time between the town and the location, including riding and walking.

(5) Name of each organization that employs KNs at the location.

(6) Types and numbers of employees at the location who would be affected, including APF, NAF, and invited contractor personnel. For NAF employees, the number employed by revenue producing activities will be shown in

parenthesis following the NAF total; KOSA employees will be shown separately. Requests will be coordinated with the CPO, who will provide assistance and advice on submitting such requests.

h. The criteria for designation of a work site as a "remote area" are as follow:

(1) The work location is so isolated that no town or city is within the commuting area. "Town or city" means a "Myon" irrespective of size, or a community of 2,000 or more. See chapter 4, paragraph 4-17 for further explanation of commuting area.

(2) If the site is within a commuting area and transportation is available, the transportation is not suitable or available at the right time.

8-15. ALLOWANCE FOR PAYMENTS-IN-KIND (PIK). All employees will be paid an allowance in lieu of PIK normally provided by Korean companies and government agencies, as authorized in the USFK Compensation Plan.

8-16. CONSOLIDATED ALLOWANCE PAYMENT (CAP). All employees will be paid an hourly CAP for all paid hours. Hourly CAP rates vary by grade level, as shown on published U.S. Forces Wage Schedules. This payment represents a consolidation of a variety of allowances provided by companies in the private sector. For computation of premium pay, paragraphs 8-6 through 8-8 apply.

8-17. BENEFITS ALLOWANCE (BA). All employees will be paid an allowance to compensate for various fringe benefits provided by Korean companies and government agencies, but not authorized or authorized at a lower level for U.S. Forces employees. All employees will be paid BA as specified in the published USFK Compensation Plan.

8-18. SUPERVISORY DIFFERENTIAL.

a. Payment of a supervisory differential for all paid hours, including overtime hours worked, is authorized for a Korean supervisor in one wage schedule (KGS or KWB) who regularly supervises one or more Korean employees in the other wage schedule when the employee earns a combined rate that is higher than the supervisor's combined rate. This provision does not include supervision of employees on saved pay. No differential is authorized when the supervisor and the employee(s) are in the same wage schedule.

b. "Regularly supervises," as used in this paragraph, means the supervisor has responsibility on a continuing basis for both technical and administrative supervision of the work performed by the subordinate employee.

c. The differential will be established at an hourly rate that is equal to the difference between the supervisor's combined rate and the amount that exceeds the highest paid subordinate employee's combined rate by one percent.

EXAMPLE

	Supervisor, KWB-11, step 8	Subordinate, KGS-7, step 8
Base Pay Hourly Rate	5,106 won	5,012 won
CAP Hourly Rate	920 won	1,218 won
TOTAL	6,026 won	6,230 won

Computation: 6,230 x 1.01 = 6,292 won. 6,292 - 6,026 = 266 won.

Supervisory differential is 266 won per hour.

d. The differential will be paid only when the disparity in pay received by a supervisor and subordinate employee is expected to continue for a significant period of time, i.e., six months or longer. The differential should not be paid, for example, when it is known that the supervisor is due a within grade step increase within six months that will eliminate the pay disparity.

e. Requests for payment of a differential must be made by a higher level supervisor in the chain of command and will specify which subordinate employees are included. The CPO is responsible to ensure that payment of the differential fully meets the criteria in this paragraph, and to document each payment determination. Requests will be approved or disapproved by the CPO within 10 workdays after receipt. Payment of the differential normally will start at the beginning of the first pay period following the date on which the CPO approves payment. Retroactive payments are not authorized.

f. Each previously approved differential payment will be reviewed at least every six months by the CPO to determine if the differential should be terminated or adjusted because of changes in the supervisor's and/or subordinate's combined rate.

(1) The differential must be terminated when, excluding the differential, the supervisor's combined rate exceeds that of the highest paid subordinate employee by one percent.

(2) The amount of the differential must be reduced when a pay disparity still exists but a decrease has occurred in the difference between the supervisor's and the subordinate's combined rates. The differential must be increased if the disparity grows larger. The adjusted differential will be computed by the method in subparagraph 8-18c.

g. The hourly supervisory differential rate for an employee will be annotated on an SF 50-B. Any subsequent change to increase, decrease, or terminate the differential rate also will be annotated on an SF 50-B.

8-19. TUITION ASSISTANCE. Tuition assistance is authorized for eligible employees for up to two dependent student children in middle school, high school, and undergraduate college. Employees with more than two dependent student children must elect at the beginning of the school year which two children will be covered by tuition assistance. One change in election may be made during the school year.

a. Eligibility requirements.

(1) Employees on full-time permanent and long-term temporary (chap 2, subpara 2-17a) appointments are eligible. Other temporary and part-time employees are not eligible except for part-time employees covered under chapter 8, subparagraph 9-11b(2). These part-time employees are eligible to receive a prorated amount of tuition assistance. Employees must be on the rolls on the appropriate eligibility date as described below.

(2) Dual payment is prohibited. If both parents are employed by USFK, and otherwise eligible, payment is authorized to only one parent. Also, payment is not authorized if the spouse of a USFK employee is eligible for and is requesting/receiving reimbursement for tuition assistance payment for the same students under another plan at a non-USFK employing agency.

(3) Employees must be on the rolls on 1 March, 1 June, 1 September, and/or 1 December, to be eligible for reimbursement of middle and high school tuition expenses incurred for the school term beginning on those dates. For example, an employee must be on the rolls 1 March to be eligible for reimbursement of tuition expenses for the school term running March through May. Reimbursement per student is determined by dividing the total amount authorized per year by four.

(4) Employees must be on the rolls on the first of the month in which an undergraduate college term begins to be eligible for reimbursement of college tuition expenses incurred for the college term beginning that month. Reimbursement per student is determined by dividing the total amount authorized per year by two.

b. Amount of payment is specified in the USFK Compensation Plan.

c. Reimbursement of tuition expenses.

(1) Eligible employees should submit an original tuition receipt for each dependent child in middle school, high school, and college for whom tuition assistance is requested, with two copies of USFK Form 23EK (Request for Reimbursement of Tuition Expense Payment), to the servicing CPO within 30 days of payment. Only actual expenses will be reimbursed. Expenses covered by scholarships cannot be claimed. Eligible employees must also indicate in writing whether their spouse is eligible to receive tuition assistance for the

same dependent child/children from another employing organization. The CPO may waive the exception to the time limit of 30 days for claim of reimbursement of tuition assistance. Cases which are disapproved by the CPO will be forwarded to the appropriate component CPD or CPO for review and final decision.

(2) The servicing CPO will review documents submitted by eligible employees and verify pertinent information with the official residence certificate on file in the employee's OPF. After CPO verification, the original copy of the request will be forwarded by the CPO to the servicing payroll office for payment. One copy of the request, together with the original tuition receipt, will be maintained in the CPO for a minimum of three years, after which time the receipt and request will be destroyed.

(3) Tuition assistance reimbursement will be prorated for qualified part-time employees according to their weekly average number of hours worked during the preceding three months. The weekly average number of hours will be divided by 40 to determine the percentage of tuition assistance reimbursement entitlement.

8-20. CONDOLENCE PAYMENT.

a. A condolence payment is authorized for the next-of-kin of any deceased Korean employee of USFK. The condolence payment is payable regardless of the type of appointment. The amount of the condolence payment is specified in the USFK Compensation Plan.

b. Condolence payments will be processed as prescribed in USFK Reg 526-11, except that the term "condolence payment" will be used instead of "solatium payment." Both solatium and condolence payments will be made in cases where an employee's death occurs in connection with his employment with the U.S. Forces.

8-21. FRACTIONAL HOURS. In computing compensation for overtime pay, night shift differential pay, extended workweek pay, and holiday work pay, the time worked will be paid in quarter-hour multiples. When irregular or occasional time work is performed in other than the full fraction, odd minutes will be rounded up to the nearest full fraction of an hour used to credit authorized overtime worked.

CHAPTER 9

POSITION MANAGEMENT AND CLASSIFICATION

9-1. GENERAL. The establishment of positions IAW sound position management and classification principles is basic in securing, retaining, and motivating a work force that is adequate in number and quality to accomplish assigned missions in an efficient and economical manner. It is essential that all employees be paid equitably and that pay rates have a direct relationship to the level of skill and responsibility of the work performed.

9-2. RESPONSIBILITIES.

a. The USFK OCPD will--

(1) Prepare and issue standardized job descriptions for USFK-wide application. Standardized job descriptions will be established on a joint service basis.

(2) Develop and issue guidance for classifying specific categories of positions.

(3) Respond to requests for classification decisions affecting positions that are difficult to evaluate, precedent setting, or controversial.

b. Commanders will--

(1) Delegate position classification authority to managers, supervisors or CPOs, IAW component service policies and requirements.

(2) Assure persons delegated position classification authority have received appropriate training and orientation.

(3) Ensure employees are given information on position classification actions that affect them.

c. Managers and supervisors will--

(1) Maintain and apply a knowledge of position management and classification policies and objectives with emphasis on--

(a) Obtaining optimum efficiency and economy in the position structure.

(b) Providing for efficient utilization of Korean positions.

(c) Making maximum use of standardized job descriptions.

(2) Ensure job descriptions for subordinate employees are accurate and that job descriptions are revised when required.

(3) Evaluate and accurately classify jobs when authorized.

(4) Explain classification decisions to employees.

d. CPOs will--

(1) Provide position management and classification advice and assistance to commanders, managers, and supervisors.

(2) Provide position classification training.

(3) Ensure adequacy of job descriptions and evaluate and accurately classify jobs IAW delegated authority.

(4) Process position and personnel actions.

(5) Maintain job description and position structure files and records.

9-3. PROCEDURES.

a. Preparation of job descriptions.

(1) Job descriptions will be prepared on the form prescribed by the component service.

(2) USFK standardized job descriptions will be used to the maximum extent possible. Individually prepared job descriptions will not be used if a standardized job description adequately describes the major duties and responsibilities of the position. Further guidance concerning standardized jobs is provided in USFK Pam 690-500.

(3) Nonstandard work situations, which are not covered by standard job descriptions, will be described in separate job descriptions and evaluated as variant jobs in alignment with the standardized job descriptions contained in USFK Pam 690-500. Submission of variants for classification validation may be required by the USFK CPD.

(4) Standardized and variant job descriptions will be authenticated by both supervisors and position classification specialists. Original signed copies will be maintained in organizational files. Copies will be furnished to supervisors and employees involved.

b. Evaluation of jobs.

(1) Job titles, series, and grades for all jobs occupied by Korean employees, will be assigned IAW the guidance contained in USFK Pam 690-500.

(2) Grade level criteria contained in position classification standards and related guidance issued by the U.S. Office of Personnel Management and DOD agencies, will not be used in evaluating jobs occupied by Korean employees.

(3) Evaluation decisions made at HQ USFK or at a component command HQ cannot be overruled at a lower echelon without approval of the HQ that made the decision.

c. Requests for evaluation decisions by HQ USFK.

(1) Requests for evaluation decisions may be submitted to the OCPD, HQ USFK, ATTN: FKCP-LPM, Unit #15237, APO AP 96205-0010, for positions that are especially difficult to evaluate, precedent setting, or controversial.

(2) Each request for an OCPD evaluation decision will include the job description, recommended classification and evaluation statement, functional statement, and organization chart, showing the relationship of the position to other positions. Management officials' comments also will be included for each controversial case.

9-4. POSITION REVIEWS. Currently established positions will be reviewed periodically by servicing CPOs for classification accuracy, consistency, and sound position management. Component CPOs will establish procedures specifying the frequency of these reviews, the number of positions to be reviewed and the methodology for conducting the reviews.

9-5. POSITION CLASSIFICATION FILES. Each CPO will maintain, for each serviced organization, position classification files IAW component established procedures.

CHAPTER 10

SEPARATION

10-1. GENERAL.

a. This chapter contains definitions, responsibilities, policies, and procedures, for processing all types of separations. It establishes requirements to ensure that each action is taken in a manner consistent with the welfare and rights of employees and the management needs of the activity.

b. NOA and their codes for personnel actions involving separations will be IAW FPM Suppl 296-33 except where indicated in this chapter.

c. Commanders and supervisors will carefully review the facts of each proposed adverse action, to ensure that requirements of this chapter are met; discuss the proposed action with the employee; submit an SF 52-B to the servicing CPO; review any replies made in connection with an advance notice; and make final decisions in coordination with the servicing CPO.

d. The servicing CPO will review each action to ensure that it is consistent with the requirements of this regulation. The CPO will evaluate each case to see if some other action (for example, reassignment or CIG) in lieu of a separation would be more appropriate.

10-2. DEFINITIONS.

a. **Days** - calendar days (except where noted).

b. **Death** - separation of an employee who dies.

c. **Removal** - a management initiated disciplinary separation action for misconduct or delinquency when employee is not serving a trial period.

(1) Separation of an employee as a security risk under applicable component command security regulations. Includes separation for intentional false statements in application and appointment papers, failure to qualify in investigation, etc.

(2) Involves separation actions for other than efficiency or unacceptable performance.

d. **Resignation** - separation action initiated voluntarily by an employee to terminate employment.

e. **Resignation in Lieu of Involuntary Action (ILIA)** - resignation of an employee in lieu of RIF, position abolishment, expiration of appointment, unacceptable performance (unless due to misconduct), TOF outside the commuting area, failure to continue to meet qualifications requirements (provided the

separation is nondisciplinary and the action is initiated by the agency), separation during the trial period due to performance (not misconduct), etc.

f. **Retirement-Mandatory** - separation of an employee due to retirement. Mandatory retirement age is 60.

g. **Termination** - nondisciplinary separation action initiated by management. Includes separation of an employee from a temporary (NTE) appointment prior to the expiration date of the appointment.

h. **Termination-Appointment in (XXXXX)** - transfer of an employee from APF to NAF, from NAF to APF, or from direct hire to another USFK component or to a USFK invited contractor. This also includes transfer to or from KSC.

i. **Termination-Disability** - separation action because of the employee's mental or physical disability.

j. **Termination during Trial Period** - management initiated action to separate an employee for preappointment conditions or for post appointment work performance and/or misconduct or delinquency when an employee is serving a trial period. This type of separation is not appealable.

k. **Termination-Expiration of Appointment** - Separation of an employee on the NTE date of a temporary appointment.

l. **Termination-Involuntary** - nondisciplinary separation initiated by management for reasons such as those described in subparagraph 10-2e.

m. **Termination-Military** - separation of an employee drafted into the ROK Armed Forces. A voluntary enlistment will be processed as a resignation.

10-3. PROCEDURES.

a. Death. Employment is terminated at the close of business on the date of the employee's death. Final salary payment, OWCP benefits (when applicable), and other compensation due the employee will be paid to the beneficiary as determined by Korean law and this regulation.

(1) Commanders or designated representatives will--

(a) Notify the servicing CPO as soon as possible after an employee dies. Also notify the next of kin if death occurs while on duty. The services of a qualified chaplain, minister, or counselor, should be sought to assist in this process where possible. It is essential that notification be made by a person who possesses the requisite sensitivity and bilingual ability.

(b) When death occurs in the line of duty, take necessary action to inform the CPO as outlined in chapter 5; or, for NAF employees, the Employers Self-Insurance Service.

(c) Submit an SF 52-B to the servicing CPO. The death certificate will be submitted as soon as possible.

(d) Send a bilingual letter of condolence, prepared by the CPO, to the deceased employee's family.

(e) Arrange condolence and, if appropriate, solatium payments.

(2) The servicing CPO will--

(a) Prepare a bilingual letter of condolence to the deceased employee's family for the signature of the commander.

(b) Prepare an SF 52-B upon receipt of a death certificate.

(c) Counsel the next of kin on their rights and benefits, and assist them in any way possible, as permitted by pertinent laws and regulations.

(d) Assist management in processing condolence and solatium payments.

b. RIF. The nature of action that separates employees under RIF procedures (chapter 4) is Termination-Involuntary.

c. Removal is a disciplinary separation action other than for inefficiency or unacceptable performance. Chapter 12 contains guidance on removal actions for delinquency or misconduct.

d. Resignation. An employee may submit a resignation for personal reasons. When an employee resigns after receiving verbal or written notice of a proposed or pending adverse action based wholly or in part on the employee's misconduct or delinquency, the servicing CPO will enter on the resignation SF 50-B, the reason as stated by the employee on the resignation SF 52-B, and the reason known to management. The SF 50-B should state that the "employee resigned after receiving written (or verbal) notice of removal for .....," as an example. In addition, employee information will be furnished to HQ USFK, ATTN: FKPM-S-I, Unit #15237, APO AP 96205-0010, IAW chapter 12, subparagraph 12-9e. No employee will be asked to submit a resignation in lieu of some other proposed personnel action, e.g., removal. A resignation will be obtained in writing from the employee at least two weeks in advance of the proposed effective date. Management may waive the advance notice requirement if an earlier date is mutually acceptable. The servicing CPOs will--

(1) Interview employee to determine if the resignation is for underlying reasons over which management has control, such as insufficient utilization of skills. Reassignment, counseling, or other appropriate action, may be warranted to retain a valuable employee.

(2) Advise the employee that failure to provide 14 days advance notice of intent to resign (unless management waives the requirement), could be an adverse factor in future employment considerations.

(3) Advise a permanent employee who resigns, in lieu of separation under RIF procedures, that the resignation will forfeit any right to a proprietary review of the RIF action. Explain the employee's entitlement to register on the separating CPO's ARPL (chapter 2) and provide registration assistance.

(4) Inform the employee that the resignation may not be cancelled after the effective date of the resignation. It may be withdrawn, however, with the mutual consent of the employee and the supervisor prior to the effective date. Supervisors who do not consent to a withdrawal of the resignation will prepare a written record of the reasons for that decision for post-audit purposes.

(5) Advise the employee that the effective date of the resignation will not be extended to permit the employee to earn additional leave during a period of LWOP prior to separation.

e. Resignation ILIA. The same procedures will be used as in subparagraph 10-2d. The reason for the Resignation ILIA, for example RIF or TOF, will be entered on the employee's SF 50-B.

f. Retirement-Mandatory. This NOA will be used to separate employees who reach the mandatory retirement age of 60 years.

(1) CPOs will--

(a) Advise management officials and supervisors in writing at least 12 months in advance of an employee's 60th birthday and send a second notice to management officials at least 6 months in advance of the employee's 60th birthday.

(b) Ensure that employees are retired on the last day of the month in which they reach age 60. An exception may be granted, IAW component policy, to permit employees to be on the rolls (reemployed) past age 60. A 30 day advance retirement notice to the employee is required.

(2) Management officials--

(a) Will submit timely recruitment actions to fill behind positions occupied by employees approaching mandatory retirement to facilitate selections before the scheduled retirement of incumbents. When recruitment produces no eligible candidates, the organization should be assessed for potential trainees who could move into the position through job restructuring. Any SF 52-Bs to effect the retirement of employees and recruit replacements, must be provided to the servicing CPO NLT 60 days before the end of the month the employee reaches age 60.

(b) May request that employees reaching mandatory retirement age are converted to a temporary appointment without a break in service (reemployed), as permitted by component policy.

(3) Upon receipt of approval for reemployment, the retiring employee may be converted to a temporary appointment NTE one year (may be for less than one year). The rate of pay is the pay in effect at the time of retirement.

(4) In all instances, employees must meet both the physical and performance requirements of their positions.

(5) When an employee has accompanied an activity on a TOF involving payment of relocation allowance (see chapter 8, para 8-13), reemployment is authorized, without prior approval, for the period of time that allows the employee to complete six months of service at the new location. Reemployment beyond the six month period is subject to the approval requirements in this paragraph.

(6) Reemployed retirees are subject to termination at the option of management or displacement by Group I and II employees affected by RIF, with 14 days advance notice.

(7) Mandatory retirement age will be based on the original DOB used on the original appointment. Changes to the DOB after employment begins with USFK activities will not be used to determine mandatory retirement age or for breaking ties in a RIF, even if changes have been processed through the Korean legal system.

(8) Employees aged 55 or over may request early retirement and receive payments based on involuntary separation. Such requests must be reviewed and approved at least one level above the employee's immediate supervisor.

(9) Reemployment beyond age 60. USFK policy on reemployment of retirees permits retention of high quality employees for legitimate mission-essential reasons. Good health, loyal service, respect, friendship, long-term experience, and institutional memory, alone or together, are not mission-essential reasons. Reemployment will be approved only in those extremely rare cases where no other viable option is available or feasible to facilitate staffing the position. Failure to plan properly for a recruitment action, including any required training, is not a valid reason to justify approval of reemployment. Under no circumstances will an employee over age 60 be automatically reappointed. Justification for reappointment must show recruitment efforts conducted to fill the position. Exceptions to permit reemployment of USFK KN employees following mandatory retirement must be approved by the applicable commander delegated the authority from the component commander.

g. Termination-Disability. When a U.S. Federal Medical Officer determines that an employee is physically or mentally incapable of performing assigned duties, action will be taken to terminate the employee.

(1) The supervisor, with the commander's concurrence, will submit a written statement to the federal medical officer through the servicing CPO. The statement will describe the duties of the position and the facts or circumstances that cause the supervisor to believe the employee is incapable of performing those duties. The physical qualifications of the position will be placed on an SF 78 (Certificate of Medical Examination). The commander will refer the employee for a physical examination by a federal medical officer. The examination will be at no cost to the employee. The commander also may consider placing the employee in another position for which qualified.

(2) The federal medical officer will examine the employee for the physical qualifications of the position based on the criteria contained on the SF 78. If the medical officer determines that the employee is temporarily unfit for duty, the employee will be carried on a leave status (sick, annual, LWOP, or combinations). The medical officer determines the period of time the employee may be carried on a leave status. Leave without pay will be authorized according to chapter 7, subparagraph 7-8a. If LWOP will exceed 6 months, the employee will be advised of the option of Termination-Disability.

(3) If the medical officer determines the disability is non-temporary and certifies that the employee does not meet physical or mental health requirements for continued employment, the employee will be terminated. The termination is effected after all accrued sick leave has been exhausted, unless the employee elects earlier termination or chooses to use accrued annual leave. The employee will be counselled on rights and options under Worker's Compensation provisions and on the requirement to return to duty when cleared by appropriate medical authority.

(4) A 30-day advance notice of the termination will be given.

(5) Employees terminated due to non-work related injuries do not have any rights to reemployment.

(6) An employee with a work-related injury or occupational disease may not be terminated while receiving medical treatment or for 30 days after completion of the treatment. The employee may be placed on LWOP until 30 days after the medical treatment has been completed. The employee must keep the supervisor informed of the medical prognosis every two weeks, unless the supervisor agrees to a longer notification period.

(7) Employees terminated due to a work-related compensable disability have rights to mandatory restoration, if found fit to return to duty by a federal medical officer. The personnel action which effects the termination will include appropriate remarks concerning rights to mandatory restoration. If the disability stems directly from the employee's misconduct, as fully supported and certified by a federal medical officer (i.e., use of narcotics, alcoholism, self-inflicted injury, or occurring because of an illegal act), the employee will not be given any mandatory reemployment consideration.

h. Termination during trial period.

(1) Separation during the trial period for unsatisfactory performance may be initiated any time during the trial period. Supervisors must provide written, factual documentation to support a decision to separate an employee for failure to meet minimum performance requirements. A description of efforts made to overcome the performance deficiencies must be included. The employee will be given an opportunity to reply to the adverse action and the reply, if any, must accompany the supervisor's statement of facts.

(2) Termination action may be taken when the employee, during the trial period, is found to be unqualified or when the employee, in a position requiring a license or security clearance, has the license or clearance revoked, or no longer meets qualifications as determined by required qualification tests.

i. Termination-Expiration of Appointment. A nondisciplinary separation action to separate an employee on the NTE date of a temporary appointment. The employee will be automatically terminated on that date unless management takes action to extend the appointment. However, an SF 52-B will be required to terminate a temporary appointment prior to the NTE date specified in the appointment.

(1) Temporary employees terminated before the NTE date will be given advance notice of termination either by an SF 52-B, or bilingual letter, which will be delivered to the employee at least 7 days (14 days for long term temporary employees) in advance of the effective date.

(2) If the commander desires to extend a temporary employee beyond the termination date, an SF 52-B will be submitted through appropriate channels to reach the servicing CPO 14 days prior to the termination date of the current appointment. Otherwise, the employee will be automatically terminated on the expiration date and a SF 52-B will be generated.

j. Termination-Involuntary. This is the appropriate NOA for the following:

(1) Separation of an employee who has completed a trial period, but whose current performance is unsatisfactory and who will not be placed in a different position.

(2) Separation due to revocation of a license or security clearance or from failure to pass a required qualification test. The employee will be offered an opportunity to reply by entering applicable comments on the SF 52-B. Any reply will be considered by the supervisor before forwarding the request to the servicing CPO. The proposed effective date will provide for a 30-day notice of the proposed separation action. The employee will be furnished a copy of the request. Before processing the termination, the

servicing CPO will explore the possibility of reassignment or CLG, if a vacant position exists for which the employee qualifies and can be expected to perform satisfactorily.

(3) Separation of an employee who declines to accompany an activity or function to another area, USFK component, or to an invited contractor. The employee will be given a minimum of 30 days advance notice of the proposed relocation. The notice will state that it is proposed to continue the employee's services in the position at the new location, that the notice will serve as advance notification of proposed separation if the employee elects not to accept the job offer, and that RIF procedures are not applicable. The notice will require the employee to provide a decision to accept or decline the offer to accompany the function within 7 days to the CPO.

(a) The servicing CPO will prepare the SF 50-B effecting separation effective no earlier than 30 days after the employee's receipt of the notice of proposed relocation.

(b) Placement efforts will continue until separation.

(4) Separation of an employee who would not have been affected by RIF or TOF but volunteers to be separated and whose separation would minimize the impact of the RIF or TOF.

(a) Management will submit an SF 52-B to separate the employee. The request will contain information showing that the employee volunteered to be separated during a RIF or TOF.

(b) Employees who volunteer for separation during a RIF or TOF will be eligible for the same separation benefits as if they had been adversely affected by the RIF or TOF.

(5) Separation is appropriate when an employee has stopped reporting to duty without indicating an intention to resign or without having been authorized absence from duty. Separation is also appropriate if the employee was originally authorized absence for illness but fails to keep the supervisor informed of the prognosis for more than 2 weeks after the authorized absence period expired; provided that the employee cannot be contacted and has not indicated an intention to return to work within 14 days from the beginning of the absence. If the employee can be contacted, but fails to return to duty or to provide a doctor's certificate giving the details of the illness leave, separation action may be initiated. The effective date for termination will be the last day of active duty or of approved leave, whichever is later.

(a) Within 14 days after the beginning of the absence, an employee must indicate in writing, an intention to return to work and the expected date of return. The employee will explain the circumstances that prevented reporting for work during the interim and submit an SF 71 (or LWOP) to cover the absence.

(b) The supervisor, within 3 working days after the beginning of the unauthorized absence, will make reasonable efforts through contacts with fellow employees, visits to the home address by fellow workers, or sending registered mail, to determine the reason for the extended unauthorized absence. If no notice is received and the employee cannot be located at the listed home address, the supervisor may submit a separation SF 52-B, after the employee has been absent for 14 days.

(c) The servicing CPO will prepare an SF 50-B for termination after receiving the request from the supervisor. If the employee returns to duty before the action is processed, the action will not be processed, and the request will be returned to the supervisor. The supervisor should consult the servicing CPO regarding possible disciplinary action.

(d) If an employee abandons a position in connection with an illegal activity or subsequent to initiation of an investigation for possible involvement in illegal activities, and fails to return to work within 14 days from the beginning of such absence, the SF 50-B effecting the separation must indicate the employee's status at the time of abandonment. The personnel action must contain sufficient detail to support a decision on severance pay entitlement. When loss of property or funds is involved, the amount due the U.S. Government will be deducted from severance pay or other unpaid compensation. Necessary information will be furnished to HQ USFK, ATTN: FKPM-SI, Unit #15237, APO AP 96205-0010, or the appropriate Air Force security office, as required by applicable regulations, with additional information furnished upon completion of investigation.

k. Termination-Military. The employee will present the draft notice to the servicing CPO to support the termination action. The CPO will verify the draft notice and will annotate the SF 52-B showing the date of notice, issuing agency, and date the employee is to report for induction. The SF 50-B will include appropriate remarks concerning mandatory restoration rights.

CHAPTER 11

EMPLOYEE SERVICES AND FACILITIES

11-1. GENERAL.

a. Management at all levels will ensure that adequate services and facilities are available for employee needs and convenience. The work environment is to be conducive to employee comfort, morale, safety, and health.

b. Officials of the recognized employees organization, KEU, will be consulted concerning the establishment, abolishment, or major modification of the more significant employee services.

11-2. RESPONSIBILITIES.

a. Unit commanders will review employee services and facilities to determine if they are adequate. Inadequacies will be reported through command channels and corrective action taken within the command's capabilities. Paragraph 11-3 identifies areas of particular concern.

b. The CPOs will coordinate with concerned staff agencies to evaluate current employee facilities, services, working conditions, and safety measures. The CPO will advise managers and interested staff agencies on employee needs and desirable improvements or changes in available services and facilities.

11-3. TYPES OF SERVICES AND FACILITIES. Every reasonable effort will be made, within USFK capability, to provide the following services and facilities:

a. Food services.

(1) Employees will be furnished lunch areas. These areas will provide to the extent feasible: shelter from the elements, tables and benches, trash containers, and fresh potable water. Wherever possible, facilities for heating water and refrigeration of lunch boxes will be available.

(2) If no commercial facilities are nearby, efforts will be made to provide employees with contract vendor service. Such service may range from sale of prepackaged foods and beverages to complete food service with hot meals prepared and served at the installation. Mobile snack bar services to isolated units will be provided where practicable.

(3) In communities within walking distance of the installation, community officials will be urged to encourage establishment of nearby restaurants catering to installation employees.

(4) In certain isolated areas, under unique circumstances, and upon prior approval of the component HQ, employees may be authorized subsistence support from APF dining facilities. This will be on an individual reimbursement basis IAW appropriate component regulations.

b. Transportation.

(1) Arrangements will be made with public carriers to provide transportation services to employees. Sufficient vehicles and an appropriate schedule will be arranged.

(2) Where public carriers do not provide adequate service, commanders may provide employees with limited transportation facilities within the limitation of existing policy on use of government transportation.

(3) In determining daily work hours, schedules of arrival and departure of public carriers will be taken into consideration.

c. Housing. On-post quarters will be furnished employees only when they are required to remain on post because of security reasons or to meet scheduled tours of duty. When furnished, quarters are considered a part of the employee's compensation and no deduction will be made from the employee's salary.

d. Health facilities.

(1) Latrines will be provided in accessible locations and in sufficient number to meet the requirements of the work force.

(2) Requirements for special accommodations and adjustments to meet special needs of blind, crippled, or other physically handicapped workers, will be given adequate consideration.

(3) Cots or other special rest facilities will be available for use by female employees, space and resources permitting.

(4) First aid emergency medical treatment will be provided employees injured on the job (see chapter 5) or on the post. First aid kits will be available for utilization in isolated areas.

(5) As determined by the component surgeon, certain immunizations will be provided at no expense to the employee.

(6) Employees and their dependents will be provided medical insurance benefits under the USFK Medical Insurance Program governed by USFK Reg 690-25.

e. Recreational services.

(1) Commanders will emphasize development of off-duty sports contests among Korean employees and U.S. personnel. Employees will be encouraged to enter teams in the various athletic leagues.

(2) Consideration will be given to the establishment of on-post dayrooms or recreation centers for the Korean work force. Such facilities can provide convenient places for Korean employees to rest, read, eat their lunches, and participate in social and recreational activities, following the end of the workday.

f. Safe and healthful working conditions. (See chapter 5, para 5-3.)

g. Employee status and morale.

(1) Supervisors and employees will be accorded the full status associated with their job assignments and work contributions.

(2) Reference to supervisors by organizational title (for example, chief, assistant chief, manager) will be encouraged in work areas. Standard-type desk name plates will be furnished to the Korean supervisors, wherever appropriate.

(3) Participation by employees in command or community activities will be encouraged. An example would be sports and other contests, radio or television programs, academic or professional activities, open houses, services to the community, and awards ceremonies. Activity commanders and chiefs of general and special staff sections will provide appropriate assistance and support for employee participation in such activities.

CHAPTER 12

CONDUCT AND DISCIPLINE

12-1. GENERAL.

a. The objective of discipline is to train and motivate employees in the maintenance of reasonable standards of conduct. Discipline is a part of the daily responsibility of supervisors and not merely the action taken at times when an employee may deviate from acceptable forms of conduct. The supervisor's conduct will emphasize the prevention of incidents requiring penalty actions.

b. This chapter establishes the requirements that must be observed in processing formal adverse personnel actions involving employees when corrective action becomes necessary. The requirements reflect the principles that the employee shall have written notice stating the reason(s) for a proposed action; shall have a right to review all pertinent material relied upon to support the charge(s); adequate time and opportunity to reply and explain why the action should not be taken; and a notice of final decision indicating the reason(s) contained in the advance notice that were or were not sustained and the consideration given the employee's reply. These actions must be fully supported and procedurally correct in order to withstand outside review in the event an employee exercises the right to grieve or appeal. This chapter will be used in conjunction with appendix E and appendix F. Appendix E outlines the more common offenses and appropriate penalties for such offenses. Appendix F sets forth expected standards of conduct for employees.

12-2. DEFINITIONS.

a. **Informal disciplinary actions** - oral admonitions, warnings, or reprimands, constitute informal disciplinary actions and are the first step in constructive discipline.

b. **Formal reprimand** - written reprimands that are used when counseling, oral admonitions, or reprimands, have not served to correct the situation, and when it is desirable to make an official record of such action.

c. **Suspension** - a suspension is a disciplinary measure taken by management requiring temporary nonduty status without pay. Since suspensions result in loss of productive capacity to the command and represent a financial loss to the employee, they will normally be used only after oral and written reprimands have been used without success, or when the offense is sufficiently serious to require more severe disciplinary action than that provided by informal or formal reprimands.

d. **Removal** - removal is the action taken to separate an employee for reasons of delinquency, misconduct, or for other cause personal to the employee. This action is the most severe action that can be taken and is normally appropriate when less severe penalties have not corrected the

employee's conduct, or where the employee's actions, carelessness, or negligence, are sufficiently serious as to require removal.

12-3. RESPONSIBILITIES.

a. The USFK OCPD, will issue guidance and authoritative interpretations of the policy in paragraph 12-4.

b. Supervisory personnel will--

(1) Follow the policy in paragraph 12-4.

(2) Ensure that standards of conduct are known by the work force.

(3) Maintain a work climate conducive to the promotion of cooperation and good working relationships, encouragement of self-discipline, and responsible conduct expected of mature employees.

(4) Ensure that disciplinary action, when necessary, is the minimum required to prevent or deter recurrence of the misconduct, and that the action is timely.

c. Each servicing CPO will advise the responsible commanders and supervisors of the policy enunciated in paragraph 12-4, and assist them in carrying out that policy. Each servicing CPO will--

(1) Analyze the work environment (including disciplinary patterns) and recommend to the responsible commanders and supervisors, changes necessary to ensure that standards of conduct are met by employees.

(2) Provide advice and interpretation of standards of conduct, the Table of Standard Penalties, and provisions of this chapter. This will include review of each formal disciplinary action proposed, and making specific recommendations regarding the action to the commander/chief or supervisor involved.

(3) Inform the union before taking adverse personnel actions affecting union officials who are elected to an office IAW the KEU's constitution and the Labor Management Agreement between the USFK and the USFK KEU.

d. Employees will become familiar with and abide by the standards of conduct prescribed by appendix F, and other standards prescribed by competent authority.

e. Legal advice will be made available on request, to each servicing CPO and commander, by the judge advocate (JA) situated in the area.

12-4. POLICY. The broad objective of discipline is to train and motivate employees in the maintenance of reasonable standards of conduct. Discipline will be administered constructively, objectively, promptly, and uniformly. Except in removal actions, the purpose of discipline is to correct behavior. It is USFK policy that any civilian employee found to have engaged in theft, fraud, or other intentionally dishonest conduct against the USFK, will be considered for removal from the federal service. Any lesser penalty will require justifiable mitigating circumstances. It is the duty of all supervisors to implement this policy. This strong disciplinary posture is a necessary element in the USFK campaign against fraud, waste, and abuse. The vast majority of our civilian employees are honest, hard working, and fully aware of their fiduciary responsibilities to the public. We must assure that they are not required to tolerate or work with those who will not live up to this public trust.

12-5. GENERAL PROCEDURES.

a. A clear distinction will be made between an offense that warrants disciplinary action and substandard performance of assigned duties correctable by administrative personnel action (for example, involuntary reassignment, CLG). Only when these types of administrative actions are not, or are no longer feasible, will the final administrative action, termination-involuntary or removal, be imposed. The procedures for advance notice and reply will be observed.

b. Disciplinary actions will be accomplished confidentially. Interviews and inquiries must be conducted privately and in such manner as to minimize personal embarrassment. The minimum number of persons will be involved in fact gathering and internal coordination. Information relating to such actions may not be made available to parties not affected by the action without the consent of the employees involved.

c. Supervisors will initiate disciplinary action promptly after receipt of notice of the commission of an offense so that the maximum positive impact on an employee's conduct may be achieved. Normally, first-level supervisors perform these functions, although higher level supervisors may also perform any or all of these functions. Efforts will be made to obtain relevant evidence from investigative sources. However, unavailability of final investigative reports should not be the basis for delay when available information is adequate to support a disciplinary action. After consultation with the servicing CPO, supervisors will initiate disciplinary action by submitting an SF 52-B within 14 calendar days after receipt of report or information of the offense.

d. Penalties will be applied in a uniform and consistent manner in order to reinforce standards of acceptable conduct. Appendix E prescribes penalties for offenses. The penalty for the offense will be chosen to correct employee conduct rather than for punitive purposes, except when removal is warranted. Consideration will be given to any extenuating and mitigating circumstances, as

well as to any aggravating factors, to ensure the reasonableness of the penalty imposed. Disciplinary action will be the minimum required to correct employee misconduct.

e. The standard used to determine whether formal disciplinary action can meet the test of an impartial review in a grievance or appeal proceeding is one of substantial evidence (for example, such evidence as a reasonable mind can accept as adequate to support a conclusion). Proposed disciplinary actions that do not meet this standard will not be taken.

12-6. INFORMAL DISCIPLINARY ACTIONS.

a. Counseling is a part of management's daily responsibilities, not merely the action taken when an employee deviates from an acceptable norm. Preventive counseling, individually and in groups, involves two-way communication to discover employee discontent, or potential therefore, and is the basis for improving conditions to encourage acceptable conduct.

b. Oral admonishment, warning, or reprimand, is the first step in constructive discipline. If there is an apparent misconduct or delinquency of a minor nature, and the employee has no previous disciplinary history, an oral admonishment may be appropriate. The supervisor will discuss the matter with the employee. The employee will be given an opportunity to explain the matter. After giving consideration to the employee's explanation, the supervisor will determine what action is appropriate. If the action is to be an oral admonishment, the supervisor will advise the employee of the reasons for the action and the areas where improvement is needed. The supervisor will suggest methods for achieving improvements, providing suitable assistance and guidance. A pencil notation of the admonishment will be made on the employee's record card or supervisory file and the employee will be so informed. A written statement of counseling may also be prepared.

12-7. FORMAL REPRIMAND. This is appropriate when a more severe penalty than counseling or oral admonishment is required.

a. The immediate supervisor, assisted by the servicing CPO, normally will prepare each letter of reprimand. The supervisor will sign the letter. Formal letters of reprimand will not be issued without prior coordination and review by the servicing CPO.

b. A letter of reprimand must be bilingual. The letter must describe the specific offense in sufficient detail to enable the employee to fully understand the reason(s) for the reprimand. Such specifics as times, dates, places, and events, will be included.

c. A letter of reprimand must include a statement that the letter constitutes a formal reprimand, that it will be a matter of record, and will be placed in the employee's OPF for a 2-year period.

d. If the letter of reprimand is a follow-up of previous offenses and the reprimand is considered to be a continuation of constructive corrective action, the former incidents will be cited. Additionally, the employee will be informed regarding any specific corrective action necessary.

e. The letter must inform the employee that he/she has the right to submit a written rebuttal to the reprimand. The letter will provide the following information:

(1) The name of the individual to whom the reply will be directed (the next higher level supervisor).

(2) The reply must be submitted within 14 calendar days from receipt of the letter.

(3) The reprimand will be filed in the OPF without consideration if a reply is not submitted within 14 calendar days.

(4) The failure to reply to the reprimand does not bar submission of a grievance if submitted within 14 calendar days after the deadline for the reply. The letter will inform the employee that if he/she submits a reply that is not favorably acted upon, he/she may file a grievance following notification of the action.

f. If the employee replies to the reprimand within the 7 calendar days, the next higher level supervisor (who is normally the deciding official) will consider the answer fully and impartially. If the decision is made to cancel the reprimand, the employee will be so informed, in writing. If the reprimand is deemed to be warranted, the employee will be so informed, in writing. The notification will be bilingual, refer to the letter of reprimand, specifically state that the employee's written reply was fully considered, and enumerate which reasons and specifications in the letter of reprimand are sustained and serve as the basis for the action. The notice will inform the employee that he/she is allowed 14 calendar days from the receipt of the notice to file a written grievance.

g. The original of the reprimand will be delivered to the employee. The employee will sign and date a copy to indicate receipt of the formal reprimand, and the supervisor will forward it to the servicing CPO for inclusion in the employee's OPF. If the employee refuses to sign, the supervisor will annotate the copy to reflect that fact before forwarding the copy. The letter of reprimand, along with the employee's rebuttal, will be retained in the OPF for a 2 year period, after which it will be withdrawn and destroyed.

h. The supervisor will record the essential facts of the formal reprimand on the employee's record card that is maintained in the organization.

12-8. SUSPENSION.

a. The servicing CPO will review the evidence and the circumstances surrounding an offense for regulatory sufficiency and, in coordination with the supervisor, prepare a notice of proposed suspension as soon as possible but normally within 14 calendar days after receipt of request for disciplinary action initiated by supervisor.

b. The statement of charges must be concise and specifically related to the offense committed. If the proposed penalty is more severe than that suggested in the Table of Standard Penalties, the notice must state the reason(s) for this deviation.

c. Although the Table of Standard Penalties uses some legal terms that connote crime, it is preferable to specify in the notice what the employee did that was wrong, without using legal terms (for example, "unauthorized removal of U.S. Government property" instead of "theft"). Adverse action is administrative and applies to acts of employee misconduct without regard to whether criminal prosecution occurs or results in an acquittal or conviction.

d. The notice of proposed suspension will inform the employee that he/she has the right to reply in writing within 14 calendar days after receipt, the right to review the case file in the servicing CPO, and that a final decision on the proposed adverse action will not be reached until the employee's reply, if any, has been considered.

e. The supervisor will deliver the notice to the employee. If the notice of proposed suspension is sent by mail, delivery is deemed to have occurred in 3 calendar days. A copy will be signed and dated by the employee to indicate receipt of the notice. The employee will forward the copy to the servicing CPO for filing in the adverse action case file. If the employee refuses to sign, the supervisor will annotate the copy to reflect that fact before forwarding it.

f. The employee's reply, if any, will be considered and evaluated by the immediate and next level supervisors with the assistance of the servicing CPO. Each major point presented by the employee will be evaluated in terms of the original charges, evidence available, and applicable regulations. The evaluation will be summarized and forwarded to the servicing CPO.

g. The deciding supervisor will submit a decision to the servicing CPO with a copy of the employee's reply, if any, attached. The decision by the next higher level supervisor must be forwarded to the servicing CPO NLT 7 calendar days after the receipt of the employee's reply or 7 calendar days after the deadline for a reply, if the employee's reply is not received.

h. The servicing CPO will review the decision and the documented evidence for regulatory sufficiency. If it is decided that the suspension will be imposed, the deciding official will prepare, sign, and issue, with the assistance of the CPO staff (within 14 calendar days following the date the servicing CPO receives a decision from the deciding supervisor), a bilingual notice of decision. The servicing CPO will prepare and issue the SF 50-B.

(1) The notice must refer to the notice of proposed suspension and state that the employee's written reply, if one was submitted, was fully considered; enumerate which reasons and specifications previously cited were sustained and served as the basis for the decision; that he/she will be suspended on the date(s) cited; and that he/she has a right to submit a formal grievance within 14 calendar days after the effective date of the suspension.

(2) The SF 50-B effecting suspension will contain remarks specifying the reasons for the action, as stated in the notice of decision, and the dates of suspension, as appropriate.

i. If it is determined not to proceed with a suspension action, but to reduce the penalty or cancel the action, the documents previously issued will be amended or canceled. After a formal grievance, if a previous management decision is set aside or a lesser penalty is imposed, the servicing CPO will take necessary action to implement that decision, including written notification to both parties involved, and issuance of appropriate official documents.

j. An employer-employee settlement agreement, commonly known as a last chance agreement, may be initiated by management and coordinated through the appropriate JA office for review. Such an agreement would be in lieu of what would otherwise be considered a removal action and could occur anytime prior to the effective date of the removal action or during the appeal procedure up to the day prior to the USFK Korean Employee Appeals Board (KEAB) hearing.

k. The supervisor will record the suspension on the employee's record card.

12-9. REMOVAL. This is the last resort in the disciplinary process. Procedurally, removal actions are initiated by supervisors and follow the steps described for suspensions except for the special provisions described below.

a. When deemed appropriate, the notice of proposed removal will be referred to the appropriate JA for legal review prior to being served on the employee.

b. The notice of proposed removal will provide an advance notice of not less than 30 calendar days from the employee's receipt of the letter. In addition, the notice will advise the employee to inform the servicing CPO of the address at which the employee may be contacted. When the employee has been placed on enforced leave, the notice will state that the employee is on

enforced leave pending final decision on the proposed action and until date of separation, if the decision is to effect removal. The notice will state the specific dates charged to paid time off and will direct the employee to keep the servicing CPO informed as to where he/she can be contacted.

c. The notice of decision to remove will state that the employee has the right to appeal within 14 calendar days after the separation date. Procedures outlined in chapter 13, paragraph 13-6 apply. The employee may request a 7 day extension to appeal; the request must contain justifiable reasons.

d. Removal actions will be initiated in a timely fashion following notification to management of the commission of the offense on which the action is predicated.

e. If the employee resigns or is separated through RIF procedures while removal action is pending, notification of the separation and of the charges that were pending, along with complete employee identification data (name, sex, DOB, place of birth, permanent address, parents' names, military service number, job title, grade, and employing organization's name), will be furnished to HQ USFK, ATTN: FKPM-SI, Unit #15237, APO AP 96205-0010. This notification is also required when an employee is separated for cause. Investigation will continue in such cases so that sufficient information will be available to base a decision that may subsequently apply to the employee for reemployment.

12-10. ENFORCED LEAVE. Enforced leave may be imposed if an employee's pass is confiscated by, or on direction of the appropriate authority, and there is sufficient evidence or reason to pursue removal action.

a. The servicing CPO and the employee's supervisor will be notified by the confiscating authority NLT the beginning of the workday following confiscation.

b. If it is proposed to conduct an inquiry or investigation of the act or situation that resulted in confiscation of the pass, management officials (after consulting with the servicing CPO) must determine whether the employee's continuance on duty during the investigation period would be in the best interest of the government. Prior to such a determination, serious consideration must be given to the cost effect this period of enforced leave will have on the government if the employee later becomes entitled to retroactive pay and allowances due to withdrawal of the proposed action by the activity commander, application of subparagraph 12-10g, or reversal of the action through appeal procedures. If it is determined that retention of the employee, in an active duty status, in his current position may result in damage to, or loss of government property, may be detrimental to the interest of the government, or injurious to the employee or his fellow workers, the employee may be assigned temporarily to duties in which these conditions will not exist; or, the employee may be placed on enforced annual leave or LWOP.

c. Pending an investigation, the supervisor will give the employee an official notice of enforced leave of 30 calendar days NLT 5 workdays from the date the pass was confiscated. Nonduty status prior to receipt of the official notification of enforced leave action is paid time off and not chargeable to leave. When the notification is delivered in person to the employee or 3 days after the notification is mailed to the employee, further nonduty status will be charged to annual leave or LWOP. The notice to the employee will state the reason(s) for the enforced leave.

d. The supervisor will gather evidence to support a removal action and take other action as appropriate during this 30 day enforced leave period; if it is decided to drop the charges or to initiate action less severe than removal, the supervisor will take immediate action to notify the employee and return him/her to duty. If it is decided that initiation of removal action is appropriate, the supervisor will immediately submit an SF 52-B to the servicing CPO requesting such action. The notice of proposed removal will be prepared and delivered to the employee. An extension of enforced leave of up to 30 calendar days may be made to provide for the required 30 day notice before removal may be effected. Thus, the notice of proposed removal will be issued during the first 30 calendar days of enforced leave to avoid the total number of days of enforced leave exceeding 60 calendar days, except under unusual circumstances. If the notice of proposed removal has not been issued during the first 30 days of enforced leave and removal is still considered to be appropriate, a request for extension of enforced leave, as discussed in subparagraph 12-10f, must be initiated.

e. A notice of enforced leave may be incorporated into the notice of proposed removal or be issued separately before or during the proposed removal notice period. The 60 calendar day time limit described herein applies to all situations.

f. Requests for extensions of enforced leave beyond 60 calendar days must be forwarded by the official who signed the SF 52-B, through CPO channels, to the appeal deciding authority. The request will include full justification and information regarding the status and attempts to expedite the investigation or action. The request must reach the appeal deciding authority NLT the 40th calendar day of enforced leave. In no case will enforced leave exceed 90 calendar days.

g. If, by the end of the 60th calendar day of enforced leave, the removal has not been effected, an extension approved, nor a settlement agreement rendered, the employee will be returned to duty on the next calendar day with retroactive payment of salary and allowances, recredit of leave, and restoration of other benefits withheld during the period of enforced leave. Restoration to duty will not constitute dismissal of the adverse action and will not bar a subsequent action for the same offense.

h. If, during higher level review of removal actions, abuse of the enforced leave provisions is found, the approval level for enforced leave may be elevated to the level deemed necessary by the CofS, USFK.

CHAPTER 13

GRIEVANCES AND APPEALS

13-1. GENERAL. Employees are authorized to seek redress from management actions or omissions that may have adversely affected them, their working conditions, or job relationships, by submitting grievances or appeals requesting reconsideration of such actions.

13-2. DEFINITIONS.

a. Grievance - an employee's oral (informal) or written (formal) expression of dissatisfaction with aspects of his working conditions and on-the-job relationships that are beyond his control; or a formal grievance requesting withdrawal of a formal reprimand or modification of a suspension action.

b. Appeal - an employee's written request for reconsideration of a removal or termination-involuntary action for performance deficiencies.

13-3. POLICY. Employees will be treated in a fair and equitable manner. Employees and their representatives will not be impeded in the exercise of their rights to present grievances or appeals, nor will they be subject to restraint, coercion, discrimination, or reprisal, for exercising these rights.

13-4. RESPONSIBILITIES.

a. The USFK OCPD will ensure effective application of grievance and appeal procedures and will--

(1) Issue guidance and authoritative interpretations of the policy in paragraph 13-3.

(2) Arrange for the appointment of members to the USFK KEAB, furnish case files to the KEAB, and arrange for logistical support for KEAB hearings.

(3) Advise the appropriate servicing CPO of the date, time, and location, of scheduled KEAB meetings.

b. All commanders and supervisory officials will--

(1) Be available to hear complaints and deal promptly and impartially with problems or grievances brought to their attention by employees.

(2) Take a constructive approach toward employee complaints and disciplinary actions and make concerted efforts to resolve the matter at the local level.

(3) Assure equitable and impartial consideration of formal grievances and appeals at each stage of the established procedures.

(4) Schedule the appearance at the KEAB hearings of employees under their supervision who are called or assigned as participants.

(5) Appoint management representatives to attend KEAB hearings.

c. Servicing CPOs will--

(1) Advise and assist commanders and supervisors in carrying out the policy of this chapter.

(2) Provide procedural guidance to employees.

(3) Notify management and appellant of the time and place of the KEAB hearings.

(4) Assist the OCPD in arranging logistical support for KEAB hearings scheduled to be held in their areas.

(5) Arrange for the appearance of management representatives at KEAB hearings.

(6) Assist the management representative in preparing for KEAB meetings.

d. JA support will be provided to the KEAB as prescribed herein. Appropriate JAs will be available on request of the Executive Secretary to advise the Chairperson of the KEAB on legal questions that might arise during the course of the proceeding. Arrangements for legal advice from the Labor Law Counselor (FKJA) will be made in advance of the hearing.

13-5. GRIEVANCE PROCEDURES.

a. Informal grievances may be presented orally or in writing to the immediate supervisor or, if the immediate supervisor is involved, to the next higher level supervisor. The employee must inform the supervisor that he/she is presenting a grievance.

(1) The supervisor will investigate the circumstances surrounding the grievance to obtain material facts.

(2) The supervisor will discuss the grievance with the employee. In appropriate cases, union representatives may be permitted to monitor the discussion session between the employee and the supervisor, with the consent of the employee. The CPO representatives may attend at the request of the supervisor.

(3) The supervisor will announce his/her decision within 14 calendar days after the submission of an informal grievance.

(4) The supervisor will, in coordination with the appropriate CPO staff, prepare a short bilingual written memorandum setting forth the issue,

relief sought by the employee, offer of compromise (if any), and the decision to grant or not to grant the relief sought. The memorandum will inform the employee that he/she has 14 calendar days from date of receipt to present a formal grievance. Copies of the memorandum will be furnished to all concerned parties.

(5) If the decision on the informal grievance is not acceptable to the employee, he/she may file a formal grievance within 14 calendar days of receipt of the written memorandum or, if the supervisor's reply is not received within 14 calendar days of initiation of the grievance, the employee may initiate a formal grievance.

b. A formal grievance may be presented when results of an informal grievance are not acceptable to the employee or when the formal grievance concerns a suspension or formal reprimand. Except for suspension or formal reprimands, a formal grievance will be accepted only after informal grievance procedures have been pursued.

(1) Formal grievances must be presented in writing through the next higher level supervisor to an individual in the chain of command who has not been previously involved and has the authority to resolve the issue. If the individual is a General officer, he/she may designate no lower than the deputy commander or ACofS to act for him/her; if the General officer is the chief of a joint staff section, the designee may be no lower than the Deputy ACofS. The individual receiving the grievance will forward the grievance within one work day to the servicing CPO, which will forward it to the appropriate deciding official so as to be received NLT 7 calendar days from the date of submission.

(2) The formal grievance must be submitted within 14 calendar days (unless otherwise indicated) after the occurrence of one of the following events:

(a) Learning of the fact or condition upon which the grievance is based.

(b) Receipt of a written memorandum of resolution of an informal grievance.

(c) Effective date of a suspension action.

(d) Receipt of a formal letter of reprimand.

(e) Submission of an informal grievance, if the written memorandum has not been provided to the employee within the specified time. (See subpara 13-5a(4).)

(3) The KEU, with the consent of the grievant, may present written information on behalf of the grievant or on the issue involved in the grievance.

(4) The deciding official will conduct investigations, as necessary, to ascertain the facts and circumstances surrounding the grievance, and may consult with such persons or organizations as deemed appropriate in order to reach a fair and impartial decision. The CPO staff will recommend appropriate action to the deciding official.

(5) The deciding official may modify suspensions or formal reprimands by substituting lesser penalties or by canceling them.

(6) The deciding official will deliver a final decision, in writing, within 20 calendar days from the date the grievance is received.

c. When a suspension is canceled or reduced as a remedial action, the employee will be considered for pay purposes to have been in normal duty status for the entire period of the absence including any period of enforced leave. (See subpara 13-6t for procedures.)

13-6. APPEAL PROCEDURES. Only removals and termination-involuntary actions for unsatisfactory performance of duty may be appealed.

a. Appeals must be submitted to the CPO within 14 calendar days after the effective date of the action. Failure to file a timely appeal will result in rejection of a late appeal unless the employee can clearly show, in writing, that circumstances beyond his control precluded submission within the time limit.

b. Appeals must specify--

(1) Name, position title, grade, and organization.

(2) A clear and concise statement of the basis for appeal.

(3) Remedial action or relief sought.

(4) Reasons why such remedial action or relief is believed justified.

(5) Name of the individual, if any, who will represent the appellant.

(6) Names of any witnesses.

(7) A summary of anticipated testimony of each witness.

(8) Appellant's contact address, telephone number, and fax number, if any.

(9) Statement that the appellant does or does not desire a hearing.

c. The KEU, with the consent of the appellant, may present written information on behalf of the appellant.

d. The servicing CPO must forward the appeal file through command channels with the appellants OPF to HQ USFK, ATTN: FKCP (USFK KEAB), Unit #15237, APO AP 96205-0010, within 14 calendar days following receipt of the appeal letter. Internal management documents (to include JA reviews and comments) will be transmitted with the case file for review by the OCPD. The servicing CPO will include in the appeal file, a synopsis of the removal action in the format described at appendix G. Commanders in the chain of command are authorized to reduce the removal penalty, if deemed appropriate. In such cases the maximum penalty that may be imposed is a 45 workday suspension.

e. The OCPD will complete review of the appeal file within 7 calendar days after receipt, to ensure that all procedural and regulatory requirements have been satisfied. If major procedural errors are discovered that are prejudicial to the interests of management or the appellant, the OCPD may return the case to the servicing CPO for compliance with the regulation. If the procedural and regulatory requirements have been met, the OCPD will convene the KEAB. The OCPD may request assistance from the JA in this review.

f. The KEAB will be composed of three members: a field grade military officer, who serves as the chairperson; one U.S. citizen civilian employee in grade GS-12 or above; and one KGS-11 or above KN employee. The KEAB will be appointed from a standing panel, approved by the CofS, USFK. The OCPD, USFK, will provide all necessary arrangements, technical advice, and an Executive Secretary (nonvoting) to the KEAB. Assistant chiefs of joint and special staff principals, HQ USFK, and EUSA, will furnish the names of one military personnel, one U.S. civilian employee, and one KN employee, to serve on the standing panel. The U.S. Air Force will furnish the names of two military personnel, two U.S. civilian employees, and two KN employees, to serve on the standing panel to the OCPD, USFK and EUSA, ATTN: FKCP-LPM, Unit #15237, APO AP 96205-0010. The KOSA also will furnish the names of two U.S. civilian employees and two KN employees who will serve on this standing panel. The U.S. Naval Forces, Korea, will furnish the name of one military officer who will be called only to hear cases involving Navy employees. Members of the CPO staff and JA staff may not serve on the KEAB. The OCPD will furnish the appeal file to the KEAB when appointed. A hearing, as appropriate, will be held within 30 calendar days following appointment of the KEAB.

g. In the interest of efficiency and fairness in the adjudication of appeals, members appointed to the KEAB will be relieved of all other official duties until the appeal case has been completed and an opinion rendered.

h. A hearing must be held if requested by the appellant. When the appellant does not request a hearing, the KEAB will conduct an intensive review of the appeal file to determine if a hearing is warranted and whether it will be a limited or full hearing. The KEAB retains the right to hold a limited or full hearing, as deemed necessary. The limited hearing allows only the

appellant or his/her designated representative to appear before the KEAB. No other witnesses are allowed for the limited hearing. If the limited hearing indicates a need for further testimony, the KEAB may convene a full hearing.

i. If necessary, the KEAB will obtain additional information or require that an investigation be conducted to obtain the facts. If the KEAB is unable to obtain the necessary facts, it may require such assistance as necessary to obtain additional required information and facts.

j. A JA will attend KEAB full hearings as a nonvoting legal adviser when requested by the chairperson to provide legal advice.

k. The employee may select an individual to represent him/her in a limited or full hearing. The representative may be another employee, a union official, or any other person who agrees to serve, except that the representative will not be a member of the CPO, CPD, or the JA staff.

l. Management may designate official(s) to represent its interests. In complex or unusual cases, or when otherwise deemed appropriate, management may request that a JA assist or act as its representative.

m. Employees will appear before the KEAB when called as witnesses. Employees may be subject to disciplinary action if they refuse to appear before the KEAB when called or if they knowingly give false testimony. Employee witnesses may refuse to answer any question that is self incriminating, but the KEAB will inquire into the basis of the possible incrimination to ensure that it is valid. A witness may not refuse to testify because it may incriminate or cause offense to others. If incriminating information is voluntarily given, it may be used against the witness in any future proceeding.

n. At the discretion of the chairperson, management or appellant observers may be permitted to attend hearings upon request. Normally, where one side is allowed to send an observer to the hearing, the other side will be accorded the same privilege.

o. Upon KEU request, a union official may attend an appeal hearing as an observer unless the appellant specifically requests that the union official be excluded from the hearing. The union request must be made to the OCPD, in writing, in sufficient time to enable the appellant to be queried and hearing facility arrangements finalized.

p. The KEAB will conduct the hearing so as to allow full presentation of relevant facts necessary for arriving at a fair and equitable decision. Full hearings will be conducted within the following guidelines:

(1) The appellant will present such evidence as desired to show why the separation action should not be sustained.

(2) Management may present evidence in support of the separation or in rebuttal to evidence presented by the appellant.

(3) There may be admitted into evidence, without regard to formal rules of evidence and admissibility, any evidence, oral or written, including hearsay, which the chairperson considers relevant to the case.

(4) Information already recorded in the case file need not be repeated, but may be summarized in the presentation of the case in developing a point of view, or expanded when necessary to arrive at a determination of the facts. In addition, the KEAB will seek out other relevant evidence and facts to make a thorough review of the case.

(5) The appellant and management will be permitted to cross-examine witnesses and submit matters in rebuttal, as determined appropriate by the KEAB Chairperson.

(6) Members of the KEAB may question the appellant, management, and witnesses.

q. The KEAB will review the evidence in closed session and determine by majority vote whether management actions will be sustained. The Executive Secretary will attend as a nonvoting member. The decision of the KEAB will be based on evaluation of all facts in the case to determine whether substantial evidence exists that supports management's action. Substantial evidence is that a reasonable mind can accept to support a conclusion. Undue delay by management in processing an action will not serve as the basis for reversal unless the appellant can show that the delay prevented the acquisition of relevant evidence that could have resulted in the reversal of management's decision. The KEAB will recommend to the appropriate deciding official to sustain, modify, or cancel the action. If the KEAB recommends a modification, a specific penalty will be recommended. If the substitute penalty recommended by the KEAB is a suspension, the recommended length of the suspension will be the lesser of: a) 45 workdays; or b) one-half the number of workdays to which the employee would have been entitled to be retroactively paid, if the removal was set aside with no penalty imposed. Imposition of a 45 workday suspension would be a deviation from the Table of Standard Penalties. Therefore, the reasons for recommending such a nonstandard penalty must be fully justified in the KEAB recommendation. Examples of adequate reasons for imposition of a 45 workday suspension include, but are not limited to, repeated and/or recent counseling for the offense with which the employee is charged, the impact of the offense is unique to the appellant's position, mission, or organization, and, there is an emerging pattern of misconduct.

r. The KEAB's recommendation will be recorded in a report prepared by the Executive Secretary; a minority recommendation also may be included. The Executive Secretary will submit the report to each KEAB member for approval. The Executive Secretary will then route the report through the deciding official's servicing JA to the deciding official for final decision. The deciding official is not bound by the KEAB's recommendation, but may cancel a management removal action, accept it, or modify the KEAB recommendation. Deciding officials are the Commander, 7th Air Force for Air Force employees; the Commander, U.S. Naval Forces, Korea, for Navy employees; and the Assistant

Deputy CofS, USFK, for all other employees. Deciding officials may designate an individual in grades 0-6 or above, who reports directly to the deciding official, to be the deciding official.

s. The decision of officials described in subparagraph 13-6r is final and will be forwarded by letter to the appellant through the servicing CPO within three days of receipt. The servicing CPO will take actions necessary to implement the decision.

t. If the removal action is canceled or modified (for example, suspension or formal reprimand), the employee will be considered for pay purposes to have been in a normal duty status for the entire period of absence, including any enforced leave prior to separation. The employee will receive pay in the amount equal to the basic pay he/she would have received had the absence not occurred. The following provisions apply:

(1) Any leave used as a result of being placed on enforced leave prior to separation will be recredited.

(2) The entire period of absence will be creditable for step increase and leave accrual purposes, except for the actual period of suspension.

(3) Any step increase or pay adjustment due during the absence will be processed retroactively as of the correct effective date and the appellant will receive all back pay including such adjustments.

(4) If there has been no change in the appellant's pay rate, pay will be computed at the basic pay rate the employee received at the time of removal or separation for inefficiency.

(5) If the penalty is changed to a suspension, the suspension will be effected retroactively and will include any portion of the time spent in enforced leave, LWOP status, or while the employee was off the rolls. The effective date of such retroactive suspension will be the effective date of the removal action or, if the appellant was placed on enforced leave, the date that the appellant was placed on enforced leave.

(6) If the appellant delays reporting to the servicing CPO for restoration, back pay is authorized to cover not more than five workdays after the notice of restoration has been mailed to the employee. If an over strength condition results from the restoration, a necessary RIF notice will be issued IAW appropriate regulations after the appellant is restored to duty and without regard to what might have happened if the appellant had been in a duty status during any previous RIF.

13-7. MAINTENANCE OF RECORDS. Upon completion of the action, grievance and appeal records will be maintained by the servicing CPO for seven years, after which they will be destroyed, except for any that might have been reopened and remain active.

CHAPTER 14

PERFORMANCE APPRAISAL

14-1. GENERAL. The performance of civilian employees will be appraised fair and in such a way as to improve work performance, when necessary.

14-2. OBJECTIVES.

a. To improve individual and organizational performance.

b. To furnish a sound and continuing basis for effective supervisor-subordinate relationships.

c. To ensure the periodic evaluation and recording of the quality of overall performance.

d. To ensure that each employee is informed of the standards by which performance is evaluated and of the character of current performance.

e. To ensure that all ratings are fair and objective.

f. To use the performance appraisal to assist in determining the need for training, CLGs, or separation when performance is not adequate.

g. To serve as the basis for recognizing outstanding performance and incentive awards decisions.

14-3. RESPONSIBILITIES.

a. All designated supervisors are responsible for--

(1) Establishing performance requirements, whereby each employee under their supervision is informed of the quantity and quality of work expected in order to accomplish all aspects of the job satisfactorily.

(2) Keeping employees advised of the level at which their performance is progressing, identifying strong or weak points, ascertaining the cause of deficiencies, and initiating corrective action.

(3) Determining job training activities that will assist employees in improving their overall performance and enhance their future development.

(4) Preparing official performance appraisals.

(5) Initiating action to effect a change in assignment, CLG, or separation if, after a planned effort for improvement, performance is inadequate.

(6) Initiating nominations for outstanding performance ratings and other honorary or cash awards for outstanding performance.

b. The CPOs will provide advice, assistance, and training to managers, supervisors, and employees, on the various aspects of the performance appraisal program.

14-4. PROCEDURES.

a. The APF and NAF Korean permanent and long-term temporary employees and those on indefinite appointments will be appraised IAW the procedures outlined below, using USFK Form 155EK (Korean Employee Performance Appraisal).

b. Periods of appraisals.

(1) Annual performance appraisals will be completed according to the schedule established by local commanders and servicing CPO. Rating periods normally cover one year. Special circumstances may sometimes require that a ratee be appraised in less than 12 months. This usually occurs when the ratee changes to another position. A rater may give an employee an annual performance appraisal in less than 12 months provided all the conditions listed below are met.

(a) The ratee has been under the performance requirements for at least 120 days.

(b) The ratee does not have an annual appraisal for the rating year. If the ratee has received an annual performance appraisal for that rating year, the rater should add the time to the next rating period rather than completing a second annual appraisal.

(c) The ratee has been in the continuing current position for at least six months.

(2) Thirty days before the end of the established rating period each year, the servicing CPO will provide rating supervisors with USFK Form 155EK for the employees to be rated. The rater need not complete this form for employees assessed as satisfactory. The rater will complete USFK Form 155EK in triplicate for all employees rated outstanding or unsatisfactory and distribute copies as follows: original to the employee, one copy retained by the immediate supervisor who maintains the employee's record, and one copy forwarded to the servicing CPO. When the employee is recommended for an outstanding rating, all copies of USFK Form 155EK and other supporting documents will be forwarded to the servicing CPO for processing. The due date for return to the servicing CPO is NLT 30 days after the end of the rating period for subsequent inclusion in the employee's OPF. Rating supervisors will record the overall performance rating (unsatisfactory, satisfactory, or outstanding) on the employee record card.

(3) Annual performance appraisals may be postponed for not more than three months when the rating official has not had enough time to observe the employee's performance in the present assignment because the supervisor or the employee is newly assigned, or when the employee has not been performing the regularly assigned work because of extended details or absences, or when extension is necessary to provide for a warning period.

14-5. PERFORMANCE REQUIREMENTS.

a. Performance requirements are established for each rating element based on what constitutes satisfactory work performance. There are six rating elements established on USFK Form 155EK. The first five rating elements, described below, pertain to both supervisory and nonsupervisory positions, and the last element pertains only to supervisory positions.

(1) Quantity of work. Evaluated and rated in terms of acceptable production during the rating period, timeliness of work accomplished, and meeting deadlines.

(2) Quality of work. Evaluated and rated in terms of accuracy and appearance of finished work; the comparative number of rejects, errors, or waste; degree to which specifications are met; thoroughness of information gathered and analysis of data; recommendations, judgments, and decisions; language and manner of presentation; and effectiveness in expressing ideas orally, in writing, or both.

(3) Cooperation. Evaluated and rated in terms of ability to maintain effective relationships, work harmoniously with others, consider viewpoints of others, and willingness to give assistance.

(4) Initiative. Evaluated and rated in terms of ability to recognize and define problems, identify alternative possible solutions, select the best course of action, and submit suggestions or present useful new ideas to improve operations.

(5) English ability. Evaluated and rated in terms of the level of spoken and written competence necessary for acceptable performance of assigned duties.

(6) Supervision and administration. Evaluated and rated in terms of effectiveness in selecting employees, assigning duties, evaluating work performance, training and developing subordinates, using incentive awards, administering constructive discipline, maintaining management-employee communications, administering leave, maintaining up-to-date and efficient job structure, and promoting safety and adherence to the principles of equal employment opportunity.

b. In appraising performance against established performance requirements, supervisors will--

(1) Regularly evaluate work performance of subordinates against realistic performance requirements, discuss with employees what is expected, how well goals are being met, and highlight employee achievements and shortfalls.

(2) Jointly identify weak and strong aspects of performance, causes for deficiencies, and training or self-development activities needed. Major emphasis will be placed on helping employees assess and improve work performance.

(3) Initiate appropriate personnel actions (for example, reassignment, CLG, or separation action) if, after a planned effort to achieve performance improvement, performance is inadequate.

14-6. RATING PERFORMANCE ELEMENTS.

a. Performance elements will be rated as follows:

(1) Outstanding (A). Applies when an employee's performance is exceptional when measured against the established performance requirement at least during the past six months of the rating period.

(2) Above average (B). Applies when an employee's performance is considered to have met all requirements with occasional outstanding performance.

(3) Average (C). Applies when an employee's overall performance during the rating period is considered to have met the minimum requirements with occasional outstanding or marginal work.

(4) Marginal (D). Applies when performance deficiencies have been identified that may be corrected by special training or by greater supervisory attention. Special attention will be given to identifying needed training and developing specific training and performance improvement plans.

(5) Unsatisfactory (E). Applies when an employee's performance is clearly below the established requirements. This rating, when assigned to elements critical for satisfactory job performance, requires a letter of warning to the employee and consideration of an appropriate personnel action, such as counseling, on-the-job training assistance, reassignment, CLG, or separation, as appropriate.

b. Three ratings are identified for use in evaluating the total work performance and for assigning the employee's overall rating; "outstanding," "satisfactory," and "unsatisfactory". Staff assistance is available from the servicing CPO when assigning an outstanding or unsatisfactory rating.

(1) Outstanding. Work performance is sustained at an exceptional level throughout the rating period and achievements are readily recognized as outstanding. The supervisor will recommend this overall rating when

performance is outstanding in all rating elements critical for satisfactory performance. All elements must be rated above average and the majority of the elements, to include those critical to job success, must be rated outstanding before an overall outstanding rating is assigned. An outstanding rating will not be processed until the employee has served a minimum of 12 months in a continuing current position. Exceptions to the 12 month incumbency are listed below.

(a) A position change resulting from application of RIF procedures or a management directed reassignment. In these cases, both the former and the current supervisor must attest to the high level performance in both jobs and provide written justification showing that performance was outstanding in all rating elements critical for satisfactory performance. A management directed reassignment may not be based on conduct or performance reasons.

(b) A position changed from temporary status to permanent status, which retains the same title, series, and grade, is considered a continuing current position.

(c) An employee who is moved from one office to another in a different area, during the rating period, may be considered for an outstanding rating if the position title, series and grade, remain unchanged, and both the losing and gaining supervisors attest to the performance and provide written justification.

(d) The provisions of subparagraph 14-4b(1) are met and both the losing and gaining supervisors attest to the performance and provide written justification.

(2) Satisfactory. Work performance falls among the ranges of above average, average, and marginal.

(3) Unsatisfactory. Efforts to correct an employee's inadequate work performance proved unsuccessful. An overall rating of unsatisfactory is appropriate--

(a) For nonsupervisory personnel when either the quantity of work or quality of work rating elements are unsatisfactory.

(b) For supervisory personnel, when any one of the three rating elements, quantity of work, quality of work, or supervision and administration, are unsatisfactory.

c. When an overall rating of outstanding is recommended, the immediate supervisor will prepare the required justification on the reverse side of USFK Form 155EK. Justification for the nomination will be concise and consist of--

(1) A brief listing, in narrative form, of the major duties of the employee's position critical to job success.

(2) A brief, factual statement of actual performance of the majority of those duties that describes clearly the manner in which the employee's performance exceeded applicable standards for satisfactory performance.

(3) A statement that performance of all other duties has not been less than satisfactory. After the concurrence of the next higher level supervisor, the immediate supervisor will forward USFK Form 155EK to the servicing CPO.

(4) The CPO will review the recommendation for regulatory compliance and forward it to the commander having authority to approve or disapprove outstanding ratings. The overall performance rating should not be discussed with the employee nor should the employee receive a copy of the official rating until the outstanding rating is approved. If the outstanding rating is disapproved, a rating of satisfactory is assigned.

d. When an overall rating of unsatisfactory is supported and the performance deficiencies have not been corrected through normal supervisory corrective action, the employee will be given a letter of warning. The letter will be signed by the rating supervisor and countersigned by the second level supervisor. The letter will be issued before the official overall rating of unsatisfactory is assigned, and the employee will be given at least 30 calendar days in which to improve performance. The warning letter will describe--

(1) The performance requirements for the position and how the employee's performance has failed to meet the requirements.

(2) How the employee may improve performance. The letter will state that the employee will have a reasonable opportunity to improve, and the date by which improvement must be shown.

e. If the employee's performance improves sufficiently within the 30 day warning period prescribed above, a satisfactory rating will be given. If the employee's performance fails to improve, the supervisor will prepare USFK Form 155EK with an overall rating of unsatisfactory, obtain second level supervisory concurrence, and submit a copy together with an SF 52-B to the servicing CPO specifically requesting that the employee be reassigned, CLG, or separated. The servicing CPO will then take one of the following actions:

(1) If the supervisor requests a reassignment or CLG, the normal CPO procedures for such actions will be followed.

(2) If the supervisor requests separation, the servicing CPO will determine whether the employee had previously performed satisfactorily in a lower graded position prior to placement in the current position. If the employee has no prior record of marginal or unsatisfactory performance, the employee may be placed in a vacant position in an organization under the same commander, provided that the commander approves the placement. (A placement under this authority will not take precedence over the assignment right of an employee affected by RIF (chapter 4) or the mandatory placement right of

employees in priority groups 1 through 3 (chapter 4).) Employees with a record of poor performance before the current job, will not be considered for placement. If the commander approves the placement, all records maintained by the former supervisor will be provided to the new supervisor. If the new supervisor is not satisfied with the employee's performance within 90 days, the new supervisor will initiate action to separate the employee. The new supervisor is responsible for documenting the unsatisfactory performance in the new job and will provide a brief description of the unsatisfactory performance in the remarks section of the SF 52-B that will be forwarded to the servicing CPO with the complete performance record file from both the old and new supervisors.

(3) If separation is recommended as the final action against the employee, procedures in chapter 10 of this regulation will apply.

f. When any element of performance is marginal, the employee will be advised of the specific aspects of performance that need improvement. Training needs will be identified and an individual training plan will be developed.

g. An employee may exercise rights under grievance and appeal procedures for CLG or separation resulting from a rating of unsatisfactory.

14-7. SUPERVISORS' EVALUATION. Supervisors will evaluate overall work assignments and performance of their employees. Supervisors will comment on the employee's strengths and weaknesses, efforts in meeting established job requirements, deficiencies identified, training needs and plans, interest in and qualification for promotion, and recommendations for promotion or reassignment.

14-8. EMPLOYEE'S COMMENTS.

a. The employee will assess and comment on supervisor/employee discussions on work assignments and performance rating, employee assignments and goals, and training and development plans.

b. The employee will be requested to sign the completed appraisal form to acknowledge that it has been discussed with him/her. If the employee refuses to sign the form, a meeting will be arranged with the next higher supervisor to resolve differences of opinion between the immediate supervisor and the employee being appraised. If the employee persists in refusing to sign the form, the supervisor will comment to that effect and sign the form. The next higher supervisor will review and sign the appraisal form to indicate concurrence.

14-9. TRIAL PERIOD.

a. Completing the trial period is the final step in the selection process. The trial period gives the employee an opportunity to demonstrate qualifications, integrity, personality, work habits, respect for higher authority and fellow employees, and willingness to learn and improve.

b. Supervisors of employees serving trial periods will receive notification of completion of the trial period from the servicing CPO at the beginning of the ninth month of the employee's trial period. This will normally be accomplished by a computer generated product that will be issued automatically. This notice gives the supervisor the option of retaining employees who have been successful in all elements of job performance, or to recommend additional training, reassignment, demotion, or separation, for employees whose performance are not successful in all elements of job performance or conduct. A USFK Form 155EK is not required for the trial period. CPOs without this computer capability will send the USFK Form 155EK to supervisors of employees due trial period appraisals as the notification of completion of trial period. In this situation, the supervisor will use the USFK Form 155EK to evaluate the employee's performance and conduct during the trial period. A recommendation for retention or separation will be made based on the USFK Form 155EK, the appraisal will be signed by the supervisor, and the form will be submitted to the servicing CPO.

c. If an employee has been absent from duty for an extended period of time (chapter 7, para 7-8), the supervisor will so advise the CPO. The servicing CPO will review the employee's leave record and determine if the employee's trial period should be extended. If an extension is required, the new completion date will be extended so that the employee completes six months in a work status after returning to duty.

CHAPTER 15

EMPLOYEE TRAINING AND DEVELOPMENT

15-1. PURPOSE. This chapter establishes policies and requirements for the training and development of civilian employees.

15-2. GENERAL. It is the policy of DOD to provide the training necessary to ensure maximum efficiency of civilian employees in the performance of their official duties and encourage employees in their efforts for self-improvement. Training needs will be continuously reviewed. Modern training practices and techniques will be aggressively used to raise the level of employee performance and to meet present and anticipated needs for administrative, technical, professional, and managerial skills.

15-3. RESPONSIBILITIES.

a. All commanders and managers will--

(1) Determine, or review for appropriateness, the individual training requirements of employees in their functional or program areas.

(2) Review training surveys and requirements for on-site training in their respective areas of responsibility.

(3) Act on nominations for out-of-country and on-site training for employees under their jurisdiction. Training is subject to funds availability and regulatory requirements.

b. The servicing CPO will--

(1) Provide direction, supervision, and evaluation, of the civilian training, education, and development program.

(2) Obtain and allocate federal agency and nongovernment school quotas as requested by functional staff offices or as identified in annual training program plans.

(3) Act on requests for out-of-country resident training.

(4) Conduct general orientation training for all newly assigned employees.

(5) Conduct civilian personnel management training for newly assigned military and civilian supervisors and other training as appropriate.

(6) Announce local training schedules, and review and recommend action on requests for training in government and nongovernment facilities.

(7) Conduct, at least annually, a survey of training needs and prepare an annual training plan.

(8) Maintain records and report training as required by higher HQ.

c. Managers and supervisors will--

(1) Encourage their subordinate employees to participate in training and development programs with the objective of achieving increased employee productivity.

(2) Ensure that new civilian employees receive proper orientation in their jobs.

(3) Identify and plan training activities to satisfy employee training needs.

(4) Accomplish job-related training as planned.

(5) Provide training opportunities that best serve the needs of the organization and lead to the career goals of the individual.

(6) Report all training periods of more than 8 hours, including on-the-job and on-site courses conducted within activities, to the servicing CPO within 10 workdays of completion of the training.

(7) Evaluate training effectiveness in terms of increased individual job competency and efficiency.

d. Employees will be expected to recognize the importance of their own development, to make known their interest in increasing pertinent job skills and knowledge, to expend the time and effort necessary to attain their career goals, and to assume responsibility for--

(1) Devising a pattern for broadening their background in pursuit of career goals.

(2) Assessing their background and potential against specific or general goals.

(3) Communicating their interests and desires for study and other developmental activities to their supervisors.

(4) Consulting with employee development specialists in the CPO for professional direction and guidance.

(5) Applying the knowledge, skills, and techniques, acquired through training, to the work situation.

15-4. POLICY.

a. Training is part of the work situation and a responsibility of management. Although management must give employees the training they need for their official duties, it is management, not the employee, that determines the need for training. Training is not a right or fringe benefit of employees.

b. Training and development provided to employees must be related to official duties in the same line of work or other occupations in which future job assignments are specifically planned.

c. Maximum use of internal training and development facilities will be made before supplementing them with other government and nongovernment facilities. Other government agencies may be used to the extent of their availability and suitability to meet the activity's training needs.

d. Training programs will be planned, programmed, and budgeted to meet essential employee development needs. This ensures that the command has a work force of well-trained employees, potential managers, and executives. Training programs will be duly integrated with other personnel management and operating programs. Line management will be involved in a training systems approach to determine the knowledge, skill, and attitude changes needed by the organization on both an immediate basis and a long-range basis.

e. Adequate administrative controls will be established to ensure that training being conducted or planned actually serves to improve employee performance, contributes to economical and efficient achievement of program goals, and encourages employee self-development.

f. NAF-oriented training courses, maintenance of related records and reports, and other administrative functions, will be supported by NAF dollar resources and personnel.

15-5. DETERMINING NEEDS AND PLANNING TRAINING.

a. Training is given only to meet existing or foreseeable needs. Supervisors will review the needs of their subordinates near the end of each FY, normally in conjunction with periodic or formal annual performance appraisals.

b. Training needs are identified by determining the differences between skills and knowledge required to perform particular jobs (current and planned) and those already possessed by employees, as evidenced by their performance. Training needs are identified by supervisors' observations during performance appraisals. They also may be generated by changes in work methods, functional changes in career fields, and scientific and technological developments.

c. Managers at all levels will ensure that the annual inventory of training needs will include all requirements for training, regardless of whether these are to be met by on-the-job or off-the-job training, short-term or long-term education, self-development, or developmental experiences and special assignments.

15-6. REQUIRED TRAINING PROGRAMS.

a. Employees will receive a general orientation by the CPO at the time of employment. This orientation will be coordinated with the job indoctrination given by the immediate supervisor at the job site.

b. The employee orientation will include the employee's responsibilities, information about the organization and its mission, the role of the CPO, and other essential information concerning employment and the employing activity. The job indoctrination will cover specific job and skill requirements and will provide information to ensure the employee understands the job and the work environment and is thereby properly brought into the work force.

15-7. ON-THE-JOB TRAINING. Supervisors are one of the most important resources used to meet employee training needs. They know the skills, knowledge, and abilities, their subordinates must possess; in this respect, supervisors are the best available resource for on-the-job training. Supervisors will develop specific plans for providing on-the-job training that assists employees in the performance of their assigned duties.

15-8. OUT-OF-COUNTRY RESIDENT TRAINING. Civilian employees may be authorized TDY to attend government and nongovernment resident training programs out of Korea. In reaching decisions to support such training, the necessity, timeliness, cost of the training, availability and appropriateness of other sources of training, and the best interest of the government, will be considered.

15-9. TUITION ASSISTANCE AND TRAINING THROUGH NONGOVERNMENT FACILITIES. If needed training cannot be obtained through government facilities or extension courses, it may be accomplished in local nongovernment facilities when funds and spaces are available.

15-10. CORRESPONDENCE COURSE PROGRAM. Many commercial correspondence schools and government agencies offer job-related and professional training at a moderate cost. If justified, employees may be reimbursed for the cost of such training.

15-11. ATTENDANCE AT MEETINGS. Employees may be afforded the time and opportunity to attend and participate in professional meetings. The purpose and subject of such meetings must be related to the primary duties of those who attend.

15-12. EVALUATION OF TRAINING. Training evaluation is an integral part of the total training process. Evaluation of training effectiveness is largely a matter of careful observation of employee performance during the post-training period. A complete evaluation also elicits participant's views regarding issues of content, material, and presentation. Training evaluations are useful in providing a basis for improving training through additions, deletions, and other modifications to content, course material, and the training delivery system.

CHAPTER 16

INCENTIVE AWARDS AND SUGGESTION PROGRAMS

16-1. GENERAL. The Incentive Awards program is the system for recognizing special achievements and superior performance with honorary and cash awards to deserving employees. The Suggestion program provides a system for the solicitation and consideration of written suggestions intended to improve operations/morale.

16-2. DEFINITIONS.

a. **Honorary award** - an award in the form of a certificate, medal, pin, emblem, plaque, or other item that can be worn or displaced.

b. **Incentive awards** - an inclusive term covering cash awards, honorary awards, and length-of-service awards.

c. **Special achievement award** - any award granted for performance exceeding job requirements, either over a sustained period, or as a one-time occurrence, as outlined below.

(1) Sustained superior performance consists of individual performance for at least 12 months for which an outstanding performance rating has been granted.

(2) Special acts or services consist of meritorious personal efforts, an act, or a service performed within or outside assigned job responsibilities, which contribute to the efficiency, economy, profitability, or other improvement of USFK operations.

d. **Time off award (TOA)** - time off from duty without loss of pay or charge to leave in recognition of outstanding achievement or other personal effort that contributes to the quality, efficiency, or economy of government operations.

e. **Suggestion award** - an award authorized for an idea submitted by an employee and adopted by management, which contributes to the efficiency, effectiveness, or economical operation of USFK programs. The Suggestion Program will be administrated under component regulations.

16-3. RESPONSIBILITIES.

a. The USFK CPD is responsible for establishing policy, and for staff supervision over the Incentive Awards program.

b. Component commanders, major subordinate commanders, installation commanders, activity chiefs, and chiefs of staff sections, are responsible for staff supervision, program leadership, and administration of the Incentive

Awards program for employees under their respective jurisdiction under the provision of this regulation.

c. The CPO or his designee is responsible for providing assistance to supervisors to ensure that nominations for special achievement awards are justified in writing prior to the issuance of such awards and that the program is uniformly administered. Statistical information on achievement awards within a command or activity is to be maintained for use in evaluating the program.

d. Supervisors at all levels are responsible for promoting understanding of and participation in the program. This includes initiating recommendations for awards and encouraging and assisting employees in making suggestions for improvement of operations. The Incentive Awards program is frequently the only means of recognizing employee contributions to the work effort. For this reason, the program should be highly visible and maximum publicity should be given to all awards ceremonies.

e. Incentive awards committees or coordinators are responsible for--

(1) Ensuring promotion of the Incentive Awards program.

(2) Providing guidance and instruction on the use of honorary and cash awards to ensure timeliness of processing, accuracy of response, and maintenance of appropriate records.

(3) Reviewing nominations for honorary and cash awards to ensure award criteria have been met and that appropriate justification has been furnished in each case.

f. Component commanders are responsible for establishing policy and for staff supervision of the Suggestion program.

16-4. POLICY.

a. Employees may be recognized individually or in groups for performance above that normally required, or for suggestions.

b. The Incentive Awards program will be administered as an integral part of the civilian personnel program and coordinated to the fullest extent possible with performance appraisal, training, promotion, cost reduction, safety, health, and management improvement programs of USFK.

c. Action will be taken on a continuing basis to promote full understanding of, and participation in, the Incentive Awards program.

d. Both an honorary award and a monetary award may be granted to an employee for the same act or achievement, providing the criteria for each award are met. The same act or achievement cannot constitute the basis for more than one honorary or more than one monetary award.

e. When disciplinary actions are pending on employees for whom performance awards have been recommended, all action on the award will be suspended pending final determination of the disciplinary action.

f. Sustained superior performance awards may be granted for 12 months of service resulting in an official annual performance rating of outstanding.

g. Employees may be nominated for other awards listed in component regulations IAW the procedures in the regulation, or any other non-federal awards for which they are eligible.

h. An appropriate incentive awards nomination and approval form will be initiated for any award authorized by this regulation. Following approval by the local incentive awards committee, one copy will be furnished to the employee. A copy of each form signed by the nominating official, supervisor, and approving official, will be placed in the employee's OPF. A copy will also be sent to the servicing payroll office whenever a cash award is authorized.

i. Suggestions will be fairly and equitably evaluated and processed expeditiously IAW regulations of the service components.

16-5. AWARDS BASED ON SUSTAINED SUPERIOR PERFORMANCE.

a. The following requirements apply in authorizing a special achievement award based upon sustained superior performance:

(1) The award must be in recognition of no less than 12 months of continuous service for which an outstanding performance rating has been given.

(2) The nomination for the award must be submitted within 30 calendar days after completion of the period of service for which the award is recommended. The amount of the monetary award will be recommended by the activity manager and forwarded through channels to the appropriate approving official. Local incentive awards committees will review the nomination and recommend appropriate action to the approving official.

(3) The amount of the award may not exceed 200 hours pay at the scheduled base hourly rate.

(4) Nomination for, or approval of, a special achievement award is not authorized when disciplinary action is pending.

(5) The immediate supervisor is responsible for initiating a recommendation for an award and must provide adequate written justification. The servicing CPO will provide technical review to ensure regulatory compliance.

16-6. AWARDS BASED ON SPECIAL ACTS OR SERVICE.

a. Certificates of Commendation and cash awards may be issued for special acts or services that have contributed to the efficiency, economy, administrative improvement in operations, tangible savings, enhancement of profitability, or increased sales.

b. The special act or service award is appropriate when an employee or group of employees performs substantially beyond expectations on a specific assignment or aspect of an assignment or job function, or for a single scientific achievement, act of heroism, or similar one-time special act, service, or achievement, of a nonrecurring nature. These awards are designed for short, one-time achievements, not for long periods of service that could be recognized with other, more appropriate awards.

c. The amount of the cash payment will depend on the significance of the contribution and will be determined based on the table for tangible or intangible benefits shown at appendix H. The recommendation for the award must be submitted by the immediate supervisor within 30 days of completion of the service or act on which it is based. The recommendation must be in writing and will include justification for granting the award. Final action will be completed within 45 days of the recommendation.

16-7. TIME OFF AWARDS (TOA).

a. Full-time employees may be granted up to 80 hours of time off during any leave year without charge to leave or loss of pay as an award for achievements contributing to the USFK mission. For part-time employees and those on uncommon tours of duty (firefighters, for example), the total amount of time off that may be granted is the average number of hours of work in the employee's biweekly scheduled tour of duty. Contributions must directly support the USFK mission and result in benefits similar to special act or service awards and on-the-spot cash awards. The extent of the contribution to the USFK mission will be a primary factor when determining the amount of time that is approved.

b. The TOAs may be granted in amounts up to 40 hours for a single contribution. The maximum amount of time off granted for a single contribution for part-time or uncommon tour employees will be one-half the maximum amount of time that could be granted in the leave year for the employee. The TOA may be given as a group award, but each member of the group must share in the award to the extent of the individual's contribution to the achievement. In a group award, the time off for each employee would be determined by dividing the award amount by the hourly rate of pay for each employee. (Even when the award amount is the same for each employee, the actual time off will likely be different because of differences in the hourly rates of pay). Awards up to one day may be approved by the immediate supervisor without further review or approval. Awards over one day must be reviewed and approved by an official at an organizational level higher than the individual making the initial decision.

c. The TOA must be scheduled and used within one year of the approval date. The TOA cannot be converted to a cash payment under any circumstances. The TOA need not be used at one time, but will not be used in increments of less than one hour. As with any period of absence, use of the TOA must be approved, in advance, by the employee's supervisor IAW local procedures for scheduling and use of leave.

d. The incentive awards nomination form will be used to process the TOA. The following documentation is required:

(1) A brief description of the employee's achievement and the resulting benefits to the command.

(2) Notice on the form that the award for which the employee is being nominated is a TOA.

(3) The amount of time off recommended by the supervisor.

(4) The signature of the nominating and/or the approving official.

(5) The amount of time off approved will be entered by the Incentive Awards Committee or other approving official. An SF 50-B must be generated by the CPO for each award, regardless of the amount of time approved. One copy will be retained in the employee's OPF.

e. For awards of more than one day off, the tangible/intangible benefits criteria shown in appendix H of this regulation will be used to determine benefits and the award amount. The award amount will then be converted to time off using the employee's hourly rate of pay.

f. The TOA will be accomplished as expeditiously as possible.

g. Use of TOAs must be documented on T&A reports IAW component instructions.

h. The TOA may not be transferred outside the DOD component of assignment. Employees who transfer between Army and Air Force components, for example, must schedule and use any TOA before the transfer, or any unused portion of the TOA will be lost.

16-8. LENGTH OF SERVICE AWARDS. Awards of this type consist of length of service emblems (pins), certificates, and long-term service cash awards.

a. Length of service emblems and certificates will be authorized IAW procedures established for U.S. citizen employees. The SCD for RIF purposes will be used to determine creditable service.

b. Long-term service cash awards will be paid in the amount shown below when the employee reaches the years of service shown. Servicing CPOs will review and certify the SCDs and will initiate and certify the Incentive Award nomination form to be forwarded to the servicing finance office for payment. Individuals serving on temporary appointments after reaching age 60 will retain the SCD they had immediately prior to separation at that age.

Years of Service	Cash Award
10	Won amount equivalent to $100.00
15	Won amount equivalent to $130.00
20	Won amount equivalent to $160.00
25	Won amount equivalent to $190.00
30	Won amount equivalent to $220.00
35	Won amount equivalent to $250.00
40	Won amount equivalent to $280.00

CHAPTER 17

LABOR-MANAGEMENT RELATIONS

17-1. GENERAL. The labor-management relations policy of the DOD recognizes that the participation of employees in the formulation and implementation of personnel policies and practices affecting them, achieved through their own freely chosen organizations, safeguards the public interest, contributes to the effective conduct of DOD business, and facilitates and encourages the amicable settlements of disputes between employees and DOD agencies. Also, the public interest demands the highest standards of employee performance and the provision of employment conditions and practices that are comparable to prevailing practices in the host country.

17-2. DEFINITIONS.

a. **Consultation** - deliberate together; to ask advice of; to seek the opinion of; to discuss or consider; to exchange opinion through discussions in resolving a problem. **NOTE:** To reach a mutual agreement or to obtain the other's consent is not required.

b. **Negotiation** - meeting and conferring with another so as to arrive, through discussion, at some kind of agreement or compromise about something; to come to terms by meetings and discussions. **NOTE:** Normally, a mutual agreement or consent of the other party follows a negotiation.

17-3. POLICY.

a. Provisions of the Labor Article (Article XVII) of the U.S./ROK SOFA, related Agreed Minutes and Agreed Understandings, and decisions of the SOFA Joint Committee will prevail in the labor-management relations program of this command.

b. Provisions of the Labor-Management Agreement in effect between USFK and the recognized union representing Korean employees will be fully complied with.

c. Effective day-to-day labor management relations will be maintained throughout the command to foster cooperative labor relations and to prevent labor problems. When disruptive labor actions are imminent, or have occurred, prompt and firm actions will be carried out, in a systematic and orderly manner, to prevent or stop them.

d. Management officials, CPOs, and their staffs will maintain absolute neutrality on internal union affairs. No management official, CPO, or his staff, will encourage or discourage membership with regard to hiring, tenure, promotion, or other action. These officials also will not sponsor, control, or otherwise assist the union except for furnishing customary and routine services and facilities as stipulated in the Labor-Management Agreement when consistent with the best interest of the command and its employees; or support any individual for election, reelection, or appointment, to a union office.

17-4. RESPONSIBILITIES.

a. The OCPD, USFK--

(1) Is designated to act for, and on behalf of the Commander, USFK, in all labor relations matters; and serves as the focal point of contact for communications with the recognized union representing KN employees and officials of the MOL.

(2) Will develop and implement USFK labor-management relations programs required to implement the above policy in coordination with other DOD components in Korea.

(3) Will accomplish, as necessary, consultation and negotiation with the national union in coordination with the concerned elements of this HQ, subordinate commands, and other DOD components in Korea.

b. USFK staff sections and DOD components will--

(1) Coordinate with the CPD any policy changes or actions affecting KN employees.

(2) Provide representation to negotiation teams when requested.

c. Local commanders will--

(1) Provide appropriate orientations to assure that line management, (including immediate supervisors) and employees are familiar with and comply with the command labor relations policies set forth in this regulation.

(2) Maintain avenues of communication with the recognized union within their command and designate, in writing, the servicing CPO as the principal contact point for dealings with the union chapters.

(3) Investigate employee grievances and ensure that equitable and fair treatment is provided. Within regulatory authority, attempts will be made to provide constructive solutions satisfactory to both management and employees. Matters not resolved or matters outside the commander's authority will be promptly reported to HQ USFK, ATTN: FKCP, Unit #15237, APO AP 96205-0010, for further review and determination.

(4) Report promptly to HQ USFK, ATTN: FKCP, Unit #15237, APO AP 96205-0010, noncompliance with SOFA provisions or provisions of the Labor-Management Agreement, or any other unfair labor practices by the union.

(5) Provide representation to negotiation teams when requested.

d. The servicing CPO will--

(1) Serve as the principal point of contact for dealings with recognized union chapters.

(2) Serve as the principal advisor on labor relations for the serviced commander(s).

(3) Assist the commander(s) in carrying out responsibilities pertaining to management-union relations.

e. Employees will abide by the provisions of the Labor Article of the SOFA, related Agreed Minutes and Agreed Understandings, and the decisions of the SOFA Joint Committee; provisions of the Labor-Management Agreement; and rights and obligations set forth in this regulation.

17-5. CONSULTATION AND NEGOTIATION WITH THE UNION.

a. Consultation and negotiation at local command level. Commanders may consult and negotiate with the union on matters appropriate for consultation and negotiation under the Labor-Management Agreement and matters within their authority, except--

(1) Negotiation of a Labor-Management Agreement.

(2) Negotiation on personnel policies, procedures, practices, and working conditions, that have application outside the area serviced by a USFK CPO.

(3) Negotiation of an agreement that will restrict, abrogate, or inhibit the exercise of the reserved rights of the employer as specified in the Labor-Management Agreement between USFK and the recognized union. The reserved rights are to--

(a) Determine the mission and function, budget, organization, number of employees, and internal security practices; changes in the numbers, types, and grades of employees or positions assigned to the employer's organizations, work project, or tour of duty; or on the work technology, methods, and means of performing work.

(b) Hire, assign, transfer, promote, direct, reward, train, retain and separate employees; or to suspend, remove, reduce in grade, or take other disciplinary action against employees; assign work; and to determine the personnel by which operations shall be conducted.

(c) Take whatever actions may be necessary to carry out the missions of the employer during an emergency such as war, hostilities, or where war or hostilities may be imminent, or in cases of natural catastrophe or other emergencies.

(4) Local personnel procedures, practices, or working conditions which will impact other areas or commands, or otherwise have USFK-wide implications.

b. Nothing in this section and no action effected under its provisions will restrict commanders from taking any actions necessary to carry out their mission in an emergency.

17-6. REPORTS.

a. Any unresolved operational problems at the local level will be promptly reported to HQ USFK, ATTN: FKCP-LPM, Unit #15237, APO AP 96205-0010, presenting both sides of the issue and CPO's comments. The report will first be made telephonically, and later in writing, for serious or complicated problems that may result in labor-management problems. Policy matters and procedural issues of possible command-wide implication will be reported as above. (RCS exempt IAW AR 335-15, chapter 5, subpara 2c.)

b. The USFK CPD, will be informed immediately of any labor disturbance, slowdown, or work stoppage.

c. The CPO or Chief, Management Employee Relations of the servicing CPO will inform management officials of any evidence or indication of labor unrest.

d. A copy of the minutes of union-management meetings will be forwarded to HQ USFK, ATTN: FKCP-LPM, Unit #15237, APO AP 96205-0010.

e. The CPOs will notify the OCPD when an employee who is a union official is to receive a notice of proposed adverse action. The OCPD will then notify the national office of the KEU.

17-7. FILES. The following references and record files will be maintained in CPOs on a current basis:

a. Commander's statements designating the servicing CPO as the principal contact point for conducting business with the union, and personally supporting an effective labor relations program.

b. Roster of union officials, including their employing organization, job title, telephone number, home address, union capacity, and the terms of office.

c. On a quarterly basis, membership of the union, by number and ratio to the current strength.

d. Summaries of labor situation briefings given to commanders/key officials of major organizations serviced.

e. Labor incident reports to include developments and resolutions.

f. A summary of the minutes of union-management meetings.

g. Union journals and publications.

CHAPTER 19

SPECIAL PROVISIONS FOR EMPLOYEES OF INVITED CONTRACTORS

19-1. GENERAL.

a. This chapter outlines variations in certain policy aspects and procedural requirements that apply to USFK invited contractor employees. These special provisions permit invited contractors to meet basic obligations for complying with USFK and component service directives with a minimum of documentation or procedural steps. Company forms will be used.

b. The objectives of invited contractor personnel management are to maintain operational efficiency and economy through maximum utilization of employees; to provide a pattern of personnel management consistent with that for direct-hire USFK employees; and to ensure fair and equitable administration and proper consideration for employee rights and benefits provided under pertinent command directives.

19-2. RESPONSIBILITIES.

a. The appropriate procurement agencies have overall control of all phases of contract administration.

b. Project managers or other management officials of equivalent status are responsible for implementation and administration of a personnel program consistent with USFK policies, objectives, and required procedures.

c. The USFK, CPD, is responsible for staff labor-management relations and for providing technical personnel policy interpretations.

d. Servicing CPOs will provide assistance and guidance to invited contractor officials in the application of both mandatory and optional provisions. This responsibility includes--

(1) Providing specific guidance on handling disciplinary cases and employee appeals.

(2) Keeping channels of communication open with contractor management, and the activity utilizing the services of the invited contractor.

(3) Securing guidance from major subordinate commanders on invited contractor personnel matters having command interest.

(4) Advising command officials when problems arise or guidance is needed in invited contractor operations with respect to policy compliance on labor-management relations and other important aspects of personnel management.

(5) Ensuring that pertinent command directives and employee communication media are available to management and the work force.

19-3. RECRUITMENT AND PLACEMENT. (See chapter 2.)

a. Qualification requirements. Use USFK Reg 690-118 as a guide in determining whether applicants meet qualification requirements. Established requirements may be waived or special requirements established when considered necessary by the project manager. Such cases will be fully documented.

b. Recruitment priorities. Within the priority groupings, former employees of invited contractors will normally be given preference. However, the applicant whose qualifications surpass those of other applicants, may be hired regardless of veteran status or type of previous employment.

c. Employment status.

(1) Types of appointments are--

(a) Permanent appointments. Employees hired for permanent positions on the contract manning table with regularly assigned full-time tours of duty.

(b) Temporary NTE appointments. Employees hired for positions on contract modifications having a specified time limitation and for employees hired to replace permanent employees on extended sick leave or in a nonpay status due to medical reasons.

(c) Intermittent appointments. Employees hired for positions that involve intermittent (as needed) services, for which no tour of duty can feasibly be established on a continuing basis.

(d) Part-time appointments. Employees hired for positions that require less than full-time work, normally at least one day of each week, on a regular, repetitive basis, and not more than 32 hours weekly.

(e) By-the-day hires. In emergencies, employees hired as needed, on a day-to-day basis, without observing recruitment priorities.

(2) Guidance in making selections for hire and promotion--

(a) Management will adhere to the competitive principles so that the best qualified applicant is selected.

(b) An employee normally will not be considered eligible for promotion in excess of two grades at any one time or during any 12 month period.

d. Provisions applicable on contract changeover.

(1) In conformance with ROK legal interpretation, the successor contractor will utilize the basic work force (not necessarily including management officials) of the previous contractor in all functions and services that continue as requirements under the new contract, consistent with the contractual commitments and performance responsibility under the general and special provisions of the executed contract.

(2) In case of a reduced manning table, selection of personnel to fill positions on the new manning table will be made IAW the qualification requirements of the jobs and the RIF retention rights of employees of the previous contractor, unless nonselection is justified. Actual reduction to new manning table levels will be accomplished, wherever possible, through attrition in the time allowed for reaching new manning levels.

(3) When changes in manning tables involve cancellation of previous jobs without a reduction in the total number of spaces, the following will apply in effecting placement of incumbents of cancelled jobs:

(a) The employee will have mandatory reassignment rights to a new job for which qualified, at his present grade level.

(b) The employee will be considered along with other applicants for promotion to a position for which qualified.

(c) If not placed under subparagraphs 19-3d(3)(a) or (b), the employee will be assigned to a lower grade job for which he is qualified, nearest his present grade level.

(d) If there is no new or vacant job in the new manning table for which he is qualified, he may, at the contractor's discretion, be permitted to exercise "bumping rights".

(e) Pay of employees affected by CLG will be administered IAW chapter 8, subparagraph 8-4g.

(f) Details may be used when reassignment cannot be finalized within the 45 days following the effective date of new manning tables, or as indicated in chapter 3, paragraph 3-3.

(4) Individual employee personnel folders, reemployment priority lists, and other personnel records, to include leave and pay records, will be transferred to the successor contractor.

19-4. DETAILS AND TEMPORARY PROMOTIONS. (See chapter 3.)

a. Top management of invited contractor firms is responsible for providing a system to ensure control of details and temporary promotions.

b. Procedures in chapter 3, paragraph 3-6 may be modified, provided--

(1) Use of extended details is avoided, particularly where the employee is detailed to a position of a different job classification, grade, and pay level.

(2) Details do not exceed 90 days during one contract year.

(3) At the end of the detail period, management returns the employee to the assigned position or effects an official assignment to the position to which detailed.

19-5. REDUCTION IN FORCE. (See chapter 4.)

a. A RIF will be coordinated between the contracting officer and the commander of the using agency.

b. Competitive area will be the same as that used by the CPO unless otherwise approved by the component CPD.

c. The SCD for invited contractor employees will not be earlier than 1 March 1957, the date on which the first USFK contract went into effect. When two or more employees have the same SCD, the tie may be broken based on verified previous direct-hire service performed before the function was converted to an invited contractor operation.

d. Invited contractors will notify their separating employees of the ARPL and facilitate the registration process. The contracting officer will provide copies of reemployment priority lists to other contractors and CPOs for placement consideration.

e. Milestones regarding management planning and advance notice periods are subject to the terms of the contract. However, in all cases, permanent employees will receive written notice at least 30 days before the RIF effective date (exclusive of both date of receipt by the employee and the RIF effective date).

f. During periods of RIF on any contract, outside recruitment may be controlled by the using activity, or its HQ, in coordination with the contracting officer.

19-6. INJURY, COMPENSATION, AND EMPLOYEE HEALTH. (See chapter 5.)

a. Compensation. Employees of invited contractors are covered by insurance as required by the terms of the contract.

b. Employee health. In addition to meeting the requirements of chapter 5, paragraph 5-3, invited contractors will take all measures required by the contract to ensure that working conditions and employment practices are satisfactory from the standpoint of health and safety.

19-7. TOURS OF DUTY AND HOLIDAYS. Chapter 6 applies except as modified by contract terms.

19-8. LEAVE ADMINISTRATION. (See chapter 7.)

a. Annual leave.

(1) The 90-day qualifying period does not apply.

(2) Annual leave accrued during the contract year (or a contract term of less than one year) will be scheduled so as to be used prior to the end of the contract year (or the shorter contract term), or before the employee's termination or reassignment to another contract.

(3) Unless specifically authorized by the contract, unused annual leave is not transferable on contractor change over or on reassignment of an employee from one contractor to another. In addition, unused annual leave will not be carried over into the next contract period in the event of an extension to the contract.

(4) Lump-sum leave payment for unused accrued annual leave is not authorized on contract change over, on reassignment between contractors, or on any change in the contract period, unless specifically authorized by the contract. Lump-sum payment to the individual designated as beneficiary IAW ROK law is authorized for any amount of annual leave remaining to the employee's credit at time of death.

(5) In the event of reemployment on either the same or a different contract, there will be no recrediting of annual leave that may have been forfeited under subparagraph 19-8a(3) or (4) unless specifically authorized by the contract.

(6) Management officials who are authorized to sign time sheets may approve an employee's request for advanced annual leave if the amount of advanced annual leave does not exceed the total annual leave the employee is expected to accrue during the balance of the leave year. Payment for any advanced annual leave that the employee has not earned prior to separation or close of the leave year will be deducted from the employee's regular pay or final pay, as appropriate.

b. Sick leave.

(1) Sick leave balances are transferred on contractor change over and when employees are reassigned between contractors without a break in service. However, sick leave accumulation during direct-hire USFK employment is not transferable on change to invited contractor employment or vice versa.

(2) There is no recrediting of sick leave balance on reemployment after a break in service.

(3) Management officials who are authorized to sign time sheets may approve an employee's request for advanced sick leave if the amount of advanced sick leave does not exceed the total sick leave the employee is expected to accrue during the balance of the leave year. Payment for any advanced sick leave that the employee has not earned prior to separation will be deducted from the employee's final pay.

c. Maternity leave. A new qualifying period for maternity leave is not required in cases of contract change over or reassignment between contracts.

d. Time and attendance reporting. Invited contractors will devise their own system of T&A reporting and records maintenance, using USFK procedures to the extent desired, or as directed by the terms of the contract.

19-9. PAY ADMINISTRATION. (See chapter 8.)

a. Provisions regarding advanced in-hiring rates will be used as a guideline. Any exceptions will be justified and documented.

(1) Use of step rates above step 1 for new appointments to hard-to-fill positions will be justified and documented on a case-by-case basis.

(2) If difficulties are encountered in recruiting fully qualified KN employees due to established wage rates or job classifications, a request may be submitted through the contracting officer and using activity to HQ USFK, ATTN: FKCP, Unit #15237, APO AP 96205-0010, for authorization of an in-hire rate in excess of the top step of the grade, or for possible job reclassification.

b. Provisions and procedural steps for setting pay rates (chapter 8, para 8-4) and step increases (chapter 8, para 8-9) may be modified by invited contractors with the concurrence of the contracting officer. Invited contractors who elect not to follow specific procedures in cited paragraphs will establish similar provisions consistent with the objective of fair and equitable pay, publicize their plan to employees, and take necessary steps to ensure uniform and consistent application.

c. The contracting officer retains the authority to require correction of improper pay determinations.

d. When employees are terminated by one invited contractor and are immediately hired by a successor contractor, or reassigned between contracts without a break in service, creditable service for step increases, severance pay, and bonus purposes, will not be interrupted.

e. Invited contractors may establish eligibility periods for seasonal bonuses that are different than those specified in chapter 8, subparagraph 8-12a, if necessary, to facilitate budgeting and other administrative processes. However, each bonus eligibility period must provide for 3 months continuous service prior to the bonus payment date. No changes will be made in the timing of bonus payments or in the method of computation.

19-10. SEPARATION. (See chapter 10.) Each invited contractor will designate a U.S. citizen management employee to perform CPO duties.

19-11. EMPLOYEE SERVICES AND FACILITIES. (See chapter 11.)

a. The installation commander is primarily responsible for providing employee services and facilities. However, invited contractors may submit recommendations for establishing or improving these services and facilities.

b. On the larger contract projects, consideration will be given to the possibility of providing minimal recreational service.

c. Education services generally do not apply to contractor operations, but the importance of improving English ability, especially of supervisory personnel, will be emphasized.

d. Approval by the contracting officer is required when contract funds are involved.

19-12. CONDUCT AND DISCIPLINE. (See chapter 12.)

a. To ensure equity and consistency in disciplinary actions, a disciplinary action proposed by the first and second level supervisors will be submitted for review and approval by a representative of contractor top management before final action is taken.

b. CPOs will provide advice to contractor management on request.

19-13. GRIEVANCES AND APPEALS. (See chapter 13.)

a. Invited contractors will establish grievance and appeal procedures IAW chapter 13.

b. The project general manager will have the same responsibility and authority as indicated for activity commanders.

c. Upon request, the CPO will provide assistance to contractor management officials.

d. An employee who appeals a removal and does not accept the decision of the project general manager will be referred, through CPO channels, for processing under the provisions of chapter 13.

e. Facts and status of employee grievances and appeals or union complaints will be provided to the ROK MOL labor inspectors, on request, with appropriate reference to the applicable grievance and appeal procedures or the labor disputes procedures under Article XVII of the Labor-Management Agreement.

19-14. LABOR-MANAGEMENT RELATIONS. (See chapter 17.)

a. Reports required on labor unrest and serious labor relations problems will be provided to the contracting officer with copies to concerned officials in the local command; the CPO; and HQ USFK, ATTN: FKCP, Unit #15237, APO AP 96205-0010. CPO officials will coordinate with staff elements of the local command and higher HQ. (RCS exempt IAW AR 335-15, chapter 5, subpara 2c.)

b. Staff members of CPOs will be available for assistance to contractor management and for consultation with local union representatives. HQ USFK, OCPD, will be available for assistance to contractor management and for consultation with national union officials and the ROK MOL representatives.

The proponent of this regulation is the Office of the Civilian Personnel Director. Users are invited to send comments and suggested improvements on DA Form 2028 (Recommended Changes to Publications and Blank Forms) to the Commander, USFK, ATTN: FKCP-SES, Unit #15237, APO AP 96205-0010.

FOR THE COMMANDER:

OFFICIAL:

LILLIAN C. SMITH
Lieutenant Colonel, USA
Assistant Adjutant General

WILLIAM W. CROUCH
Lieutenant General, USA
Chief of Staff

DISTRIBUTION:
A

SPECIAL DISTRIBUTION:
200 - OCPD, ATTN: FKCP, Unit #15237, APO AP 96205-0010
200 - Cdr, USACCK, ATTN: EAKC, Unit #15289, APO AP 96205-0062
200 - Cdr, 34th Spt Gp, ATTN: EANC-SA-CP, Unit #15333, APO AP 96205-0177
150 - Cdr, 20th Spt Gp, ATTN: EANC-CPO, Unit #15494, APO AP 96218-0562
150 - Cdr, 51st MSSQ, ATTN: MSC, Unit #2097, APO AP 96278-2097
150 - Cdr, KOSA, ATTN: PE, Unit #15555, APO AP 96205-0003
100 - Cdr, 501st CSG, ATTN: EANC-YG-CP, Unit #15303, APO AP 96258-0076
100 - Cdr, 23d Spt Gp, ATTN: EANC-HG-CP, Unit #15228, APO AP 96271-0164
89 - PPCK
15 - Cdr, USAED, Far East, Unit #15546, APO AP 96205-0610
8 - FKJ6-R-PM (Editing)
2 - Cdr, USAPAC, ATTN: APPE-CPF, Fort Shafter, HI 96858-5100
2 - USCINCPAC, ATTN: J12, Camp H. M. Smith, HI 96861-5000
2 - CINCPACAF, ATTN: DPC, Hickam AFB, HI 96853-5000
2 - CINCPACFLT, ATTN: Code 74, DA, Pearl Harbor, HI 96869-5000
2 - Merchants National Bank & Trust Co., Unit #15554, APO AP 96205-0004
2 - HQDA, WASH DC 20310-0300

APPENDIX A

REFERENCES

SECTION I. REQUIRED PUBLICATIONS

AFR 40-810 (Injury Compensation). Cited in subparagraph 5-3c(7).

AR 25-400-2 (Modern Army Recordkeeping System). Cited in subparagraph 4-11c(7).

AR 37-105 (Finance and Accounting for Installations: Civilian Pay Procedures). Cited in subparagraph 1-5d(2).

AR 215-1 (Administration of Army Morale, Welfare, and Recreation Activities and Nonappropriated Fund Instrumentalities). Cited in paragraph 5-2.

AR 690-800 (Insurance and Annuities). Cited in subparagraph 5-3c(7).

DA Pam 37-2 (Time and Attendance Reporting for the Standard Army Civilian Payroll Systems). Cited in subparagraph 1-5d(2).

DOD 1400.23-I (Employment of Family Members of Active Duty Military Members and Civilian Employees Stationed in Foreign Areas). Cited in subparagraph 2-12g.

DOD 1404.12-I (Employment of Spouses of Active Duty Military Members Stationed Worldwide). Cited in subparagraph 2-12g.

DOD 5500.7-D (Standards of Conduct). Cited in appendix F.

Federal Personnel Manual, chapter 810. Cited in subparagraph 5-3c(7).

Federal Personnel Manual Supplement 296-33 (The Guide to Processing Personnel Actions). Cited paragraph 2-15, subparagraphs 4-11c(6) and 10-1b.

Labor Management Agreement Between USFK and USFK Korean Employees Union. Cited in subparagraph 17-3b.

The United States and Republic of Korea Status of Forces Agreement, Labor Article XVII. Cited in subparagraph 17-3a.

USFK Pam 690-500 (Standardized Job Descriptions for Korean Employees). Cited in subparagraphs 4-28d, 9-3a(2), 9-3a(3), and 9-3b(1).

USFK Reg 37-4 (Per Diem Rates for Korean National Travelers). Cited in subparagraph 8-10d.

USFK Reg 526-11 (United States Forces Korea Relations With Korean Nationals Condolence Visits and Solatium Payments). Cited in subparagraph 8-20b.

USFK Reg 690-25 (USFK Korean Employees Medical Insurance Plan). Cited in subparagraph 11-3d(6).

USFK Reg 690-118 (Qualification Standards for Korean Employees). Cited in paragraph 2-10, subparagraphs 2-4e(2), 2-11h, 2-16a(4), 3-3b, 4-26a, 4-27a, 4-28d, and 19-3a

7th AF Reg 177-2 (Time and Attendance Reporting). Cited in subparagraph 1-5d(2).

Section II. RELATED PUBLICATIONS

AFR 30-30 (Standards of Conduct).

AR 690-300 (Employment).

DOD 1400.10-I (Employment of Foreign Nationals in Foreign Areas).

DOD Joint Travel Regulations, volume 2.

EUSA Reg 550-1 (Korean Service Corps - Missions, Organization, Responsibilities, and Operating Procedures).

The Foreign Service Act of 17 October 1980.

The United States Employees' Compensation Act of 7 September 1916, as amended.

USCINCPACINST 12200.3B (Personnel Administration for U.S. Forces Non-U.S. Citizen Civilian Employees in PACOM Foreign Areas).

USFK Reg 690-22 (Handling Disruptive Labor Actions).

USFK Reg 37-25 (Allotments, Assignments, and Withholdings from Pay Due Korean National Employees).

APPENDIX B

HOSPITALS TO WHICH KOREAN NATIONALS EMPLOYED BY APPROPRIATED FUND AND NONAPPROPRIATED FUND ACTIVITIES WILL BE TRANSFERRED

B-1.	Bupyong Area:	An Hospital #302, Chongchon-Dong, Puk-Ku Inchon City (032) 524-0591-8) Our Lady of Mercy Hospital 665, Bupyong-Dong, Puk-Ku Inchon City (032) 510-5500
B-2.	Chunchon Area:	Chunchon Song Shim Hospital #153, Kyo-Dong, Chunchon City Kangwon Do (0361) 52-9970
B-3.	Inchon Area:	Methodist Christian Hospital #237, Yulmok-Dong, Chung-Ku Inchon City (032) 762-7831
B-4.	Kunsan Area:	Kae-Jong Hospital #413, Kaejong-Dong, Kunsan City Chollabuk Do (0654) 445-3135-7
B-5.	Masan Area:	Samsung (prev. Koryo Gen.) Hospital #50, Hapsong 2-Dong, Hwaewon-Ku Masan City (051) 56-7151
B-6.	Munsan Area:	Kumchon Medical Center #101, Kumchon-Ri, Kumchon-Up, Paju-Kun Kyongki Do (0348) 941-5811-6
B-7.	Osan-Songtan Area:	Ajou University Hospital San 5, Wonchon-Dong, Paldal-Ku Suwon, Korea (0331) 219-5546 Daesung Hospital #390-1, Changdang-Dong, Songtan City Kyongki Do (0333) 667-0900-4
B-8.	Pusan Area:	Dong-Eui Medical Center #45-1, Yangjong 4-Dong, Pusanjin-Ku Pusan City (051) 867-5101-4

B-9. Pyongtaek Area:

Pak Ae General Hospital
#41-2, Pyongtaek-Dong, Pyongtaek City
Kyongki Do (0333) 52-2121-4

Pyongtaek Song Shim Hospital
#88, Tongpok-Dong, Pyongtaek City
Kyongki Do (0333) 52-2891-2

B-10. Seoul Area:

Asan Medical Center
#388-1 Pungnap-Dong, Songpa-Ku
Seoul (02) 480-3923

Ewha Women's University Hospital
#70 Chongro 6-Ka, Chongro-Ku
Seoul (02) 760-5114

Kong Eye Clinic
#111-1 Surim-Dong, Chongro-Ku
Seoul (02) 733-0276

Samsung Medical Center
#50 Ilwon-Dong, Kangnam-Ku
Seoul (02) 3410-0200/2114/3282/3289

Seoul National University Hospital
#28 Yumkum-Dong, Chongro-Ku
Seoul (02) 760-2114

Sun Chon Hyang Hospital
#657, Hannam-Dong, Yongsan-Ku
Seoul (794-2681/7191 or 709-9114

Yonsei Severance Hospital
#134, Shinchon-Dong, Sodaemun-Ku
Seoul (02) 361-5114

B-11. Suwon Area:

St. Vincent Hospital
#93, Chi-Dong, Changan-Ku, Suwon City
Kyongki Do (0331) 402-114

B-12. Taegu Area:

Dongsan Medical Center,
Keimyong University
#194, Dongsan 4-Dong, Chung-Ku
Taegu City (053) 250-7303)

B-13. Taejon Area:

Chungnam University Hospital
#640, Daesa-Dong, Chung-Ku
Taejon City (042) 220-7114

B-14.	Tongduchon Area:	Song Mo Hospital (St. Marie) #577, Saengyon 3-Dong, Tongduchon City Kyongki Do (0351) 63-0550)
B-15.	Uijongbu Area:	Uijongbu Medical Center #433, Uijongbu 2-Dong, Uijongbu City Kyongi Do (0351) 871-0011)
B-16.	Wonchu Area:	Christian Hospital #162, Ilsan-Dong, Wonchu City Kwangwon Do (0371) 42-3131)

APPENDIX C

AREAS DESIGNATED AS REMOTE

Name of Site and Administrative District	Name of Site and Administrative District
Hwa-ak-san TV Relay Station Hwa-ak-ni, Buk-myon Kapyong-kun, Kyongki-do	Salem Signal Relay Site Kumi-up, Songsan-kun, Kyongsangpuk-do
DMZ Kunnae-myon Changdan-kun, Kyongki-do	Dartboard Signal Relay Site Gachang-myon, Dalsong-kun, Kyongsangpuk-do
TAC 1, Site 10 Takoma M/W Site Sankok-ni, Sungsan-myon Okgu-kun, Cholapuk-do	Koonie Range Maehyang-ri, Woojong-myon, Hwasong-kun, Kyongki-do
Madison VHF Site Samkwangkyo, Yonmu-ton Suwon City, Kyongki-do	Hill 754 Chongsam-myon, Pochon-kun, Kyongki-do
Richmond Site Sangnae-myon, Taetok-kun Chungchongnam-do	Beason VHF Site Okchon-ni, Okchon-myon, Yongpyong-kun, Kyongki-do
High Point Site Chonpyong 1-ri, Sangdong-up, Chungchongnam-do	Korean Tactical Range Mokchon-myon, Chonwon-kun, Yongwol-kun, Kangwon-do
Salem Base Camp Puksan-myong, Sungsan-kun, Kyongsanpuk-do	

APPENDIX D

PROCEDURES FOR APPLYING NEW WAGE SCHEDULES

D-1. Revised wage schedules will be installed by adjusting the pay rate each employee holds on the effective date, to the new pay rate for his pay and step.

D-2. Changes in pay resulting from the application of a revised wage schedule will be termed "pay adjustment" and will be accomplished on the appropriate payroll change forms for APF and NAF employees. Mass change can be used for invited contractor employees.

D-3. In cases where another personnel action involving pay (promotion, CLG, or step increase) is effected on the date of the pay adjustment, the present pay rate will be adjusted to the new rate for the employee's current grade and step before applying pay setting procedures pertinent to the type of personnel action taken. A comment will be entered under REMARKS on the SF 50-B or DA Form 3434 (Notification of Personnel Action - Nonappropriated Fund Employee), as appropriate, indicating that the pay adjustment was effected concurrent with the other action.

D-4. Pay adjustments for employees receiving saved pay rates on the old schedule will be processed as follows:

a. If an employee's current saved rate of pay (base pay plus CAP) is above the top step rate (base pay plus CAP) for the grade of the job in the new schedule, the saved rate will be retained.

b. If the current saved rate of pay (base pay plus CAP) is below the top step rate (base pay plus CAP) for the grade in the new schedule, the rate of pay will be adjusted to the new pay rate (base pay plus CAP) for the top step of the grade.

D-5. Employees separated prior to the effective date of a pay increase will not be eligible for the increase even though lump-sum leave payments extend beyond the effective date.

D-6. When the payroll change cannot be processed on or before the effective date, the necessary wage adjustment will be retroactive to the effective date of the pay increase.

APPENDIX E

TABLE OF STANDARD PENALTIES

This table of penalties for delinquency or misconduct will be used as a general guide in imposing disciplinary actions. While the table may not meet the demands of all situations, it will be followed as closely as possible in imposing penalties. When a penalty more severe or less severe than that provided in the guide is imposed, justification for the deviation must be documented in the case file. For each occurrence of an offense, supervisors usually have a range of penalties to choose from. In choosing the penalty from within this range, consideration should be given to length and quality of service, and extenuating and mitigating circumstances. All employees, temporary, part-time, intermittent, and full-time, may be subject to discipline.

INSTRUCTIONS ON APPLICATION OF TABLE OF STANDARD PENALTIES

E-1. The Table of Standard Penalties will be used to ensure a consistent and equitable approach to disciplinary actions. Where an offense justifies disciplinary action as a corrective measure, such disciplinary action will normally be taken within the established range of penalties shown in the table.

E-2. The established range of penalties allows for management's discretion in the selection of a proposed penalty for an offense, after due consideration has been given to the particulars of each case. (In deciding on the appropriate penalty, management will consider the following before deciding on an appropriate penalty for each proposed adverse action, noting that not all will apply in every case:) Supervisors must consider those that are relevant on a case-by-case basis to strike a responsible balance within tolerable limits of reasonableness. The reasons for the selection of the specific penalty should be clearly stated in the letter of proposed adverse action.

a. The nature and seriousness of the offense, and its relationship to the employee's duties, position and responsibilities, including whether the offense was intentional, technical, inadvertent, was committed maliciously, for gain, or frequently repeated.

b. The employee's job level and type of employment, including supervisory or fiduciary role, contacts with the public, and prominence of the position.

c. The employee's past disciplinary record.

d. The employee's past work record, including length of service, performance on the job, ability to get along with fellow workers, and dependability.

e. The effect of the offense upon the employee's ability to perform at a satisfactory level and its effect upon supervisors' confidence in the employee's ability to perform assigned duties.

f. Consistency of the penalty with those imposed upon other employees for the same or similar offenses.

g. Consistency of the penalty with this table of penalties.

h. The notoriety of the offense or its impact upon the reputation of the command.

i. The clarity with which the employee was on notice of any rules that were violated in committing the offense, or had been warned about the conduct in question.

j. Potential for the employee's rehabilitation.

k. Mitigating circumstances surrounding the offense such as unusual job tensions, personality problems, mental impairment, harassment, or bad faith, malice or provocation on the part of others involved in the matter.

l. The adequacy and effectiveness of alternate sanctions to deter such conduct in the future by the employee or others.

E-3. Follow these procedures once disciplinary action is determined:

a. Determine the numbered item in the table most appropriate for the offense committed. If the offense could be considered as falling under more than one of the listed offenses, the penalty for the most serious offense may apply. The offense listed in the notice of proposed action need not be identical to an offense listed in the table. If this is the case, identify these items similar to the offense and cite the reason the penalty was chosen.

b. Determine whether the current offense will be treated as the first, second, or third offense. Offenses that are not a permanent part of the employee's record, such as a reprimand, will not be counted once the penalty has been removed from the employee's personnel folder. Prior offenses where the penalty assessed was a 1-day suspension up to and including a 5-day suspension will not be counted if the offense occurred more than 3 years prior to the current offense. Prior offenses for which the penalty was a suspension in excess of 5 days will not be counted if the offense occurred more than 5 years prior to the current offense.

c. When the table provides a range of penalties for the offense, a penalty within that range will normally be used; when alternative penalties are indicated (an either-or situation), one of the indicated penalties will be selected based upon the circumstances of the case.

d. Proposed penalties which are outside the established ranges (more severe or less severe) require written justification in the adverse action request that is provided to the CPO. Penalties for offenses not included in the table will be consistent with penalties for offenses of comparable gravity.

e. The notice of proposed adverse action need not cite a particular numbered item.

E-4. When imposing progressive penalties for second and third offenses, consideration must be given to what period of time has elapsed since the prior offense. What is reasonable will depend on the facts and circumstances of each individual case. The repetition of an offense for which a prior penalty was a formal reprimand or suspension, or the commission of an offense which calls for the same or similar initial penalty as a previous offense, may be considered as a second or third offense, if within the time frames discussed in subparagraph E-3b, when such repetition show a consistent pattern of misconduct.

TABLE OF STANDARD PENALTIES

Nature of Offense	1st Offense	2d Offense	3d Offense
1. Attendance - related offenses.			
a. Absence without leave (any absence from duty which has not been authorized and for which pay must be denied).	Official written reprimand or 1-day suspension.	2-to 5-day suspension to removal.	5-to 10-day suspension to removal.
b. Absence without leave in excess of 1 day.	1-day suspension to removal.	5-day suspension to removal.	11-day suspension to removal.
c. Absence without leave in excess of 10 work days.	Removal.		

NOTE: A more severe penalty for a first offense may be imposed if the adverse impact on management is significant; for example, cases involving guards, ambulance drivers, disruptive actions, and so forth.

2. Failure to observe any written regulation, order or procedure prescribed by competent authority.			
a. Violation of administrative regulations where safety of persons or property is not endangered.	Official written reprimand.	1-to 5-day suspension.	5-to 10-day suspension to removal.
b. Violation of administrative regulations where safety of persons or property is endangered.	1-to 5-day suspension to removal.	5-to 10-day suspension to removal.	Removal.

Nature of Offense	1st Offense	2d Offense	3d Offense
3. Advocating the overthrow of either the U.S. or ROK Governments or participating in an organization which advocates the overthrow of the U.S. and/or ROK Governments.	Removal.		
4. Offenses related to intoxicants.			
a. Drinking intoxicants while on duty.	Official written reprimand or 1-day suspension.	2-to 5-day suspension to removal.	5-to 10-day suspension to removal.
b. Drinking intoxicants on duty where safety of personnel or property is endangered.	1-to 10-day suspension to removal.	Removal.	
c. Reporting for duty or being on duty intoxicated to a degree which would interfere with the proper performance duties.	1-to 3-day suspension.	3-to 5-day suspension to removal.	5-to 10-day suspension to removal.

NOTE: Positions to which subparagraphs 4b and c apply include, but are not limited to, security guards and operators of telephones, water plants, and generators. The degree of danger, demonstrated and potential, will be considered. Removal for a first offense may be appropriate when extreme danger was present or caused.

5. Knowingly making false or malicious statements which harm or destroy the reputation, authority, or official standing of individuals or organizations.	1-to 10-day suspension if offense is minor. Removal for major offenses.	Removal.	
6. Fighting or creating a disturbance among fellow employees, resulting in an adverse effect on morale, production, or maintenance of proper discipline.	1-to 3-day suspension, if offense is minor; 5-to 10-day suspension to removal for major offenses.	3-to 5-day suspension, if offense is minor; removal for major offenses.	5-to 10-day suspension to removal, if offense is minor; removal for major offenses.

Nature of Offense	1st Offense	2d Offense	3d Offense
NOTE: A major offense involves infliction of bodily harm on others; physical resistance to competent authority; and violent acts, or threats thereof, which seriously affect work or discipline. Removal will be considered for all offenses involving injury requiring hospitalization.			
7. Theft or unauthorized use or possession of agency property (including attempted acts and collusion with others to commit such acts).	Reprimand to 15-day suspension to removal.	Removal.	
NOTE: Employees in positions of special trust and responsibility (for example, security guards, managers, accountants, warehouse workers, commissary, club and exchange employees) may be appropriately removed for a first offense. Removal on first offense must be based on a combination of employee intent, impact on mission and the value of the item stolen. Intent may often be shown by attempts to conceal the item, the means by which the item was obtained or the presence of a scheme or plan to divert the property. Impact on mission is easily measured; for example, theft of a piece of leftover bacon or chicken from a mess hall would have little impact on mission compared to the impact that diversion of fuel or supplies may have. Value of an item must also be considered in that some items may have no impact on mission yet be of high enough value to make removal appropriate. In choosing penalties refer to paragraph 12-4 of this regulation and paragraph E-3 of this appendix.			
8. Bribery. Wrongfully asking, suggesting, accepting or receiving (directly or indirectly) money or anything of value (for example, goods, entertainment, and so forth) for giving, procuring, or aiding to procure anything of value in connection with official duties; making offers of bribes, giving bribes or knowingly serving as intermediary; soliciting, accepting or agreeing to accept anything of pecuniary value as compensation for having, as an employee, given a decision, opinion, or recommendation favorable to another, or for having otherwise exercised a discretion for favor, or for having violated one's own duty.	1-to 10-day suspension to removal.	Removal.	

Nature of Offense	1st Offense	2d Offense	3d Offense
9. Requesting, offering, or accepting gratuities in exchange for promotion or employment within USFK, or interfering with or dissuading, coercing or discouraging applicants from exercising their right to apply for consideration for positions or promotion in USFK.	Removal.		
10. Unauthorized disclosure of advance procurement information to contractors, bidders, or other personnel interested in procurement activities of the U.S. Government.	5-to 10-day suspension to removal.	Removal.	
11. Acceptance by an employee or any member of the employee's immediate family of any gratuity or service from contractors, bidders, or other personnel interested in procurement activities of the U.S. Government.	5-to 10-day suspension to removal.	Removal.	
12. Conflict of interest between the employee's official duties and/or the immediate family's private interests, such as having financial, managerial, or proprietary interest in a company which is interested in or engaged in U.S. Government procurement activities.	1-to 10-day suspension to removal.	Removal.	
13. Conduct unbecoming an employee engaged in procurement activities and which reflects adversely upon the integrity and reputation of the U.S. procurement activities; for example, such as, but not limited to, unauthorized and unofficial contacts by telephone, note or letter, home visits, or frequenting public places of entertainment or recreation with bidders, contractors, or other personnel interested in U.S. procurement activities.	1-to 10-day suspension to removal.	Removal.	

Nature of Offense	1st Offense	2d Offense	3d Offense
14. False statements, misrepresentation, or fraud of a substantive nature which are determinants in the matter of qualifications, credibility, or entitlements in official records, or in connection with official investigations. Official records include, but are not limited to, time sheets, leave forms, travel vouchers, and other such documents.	1-to 10-day suspension to removal.	Removal	

NOTES: When falsification involves misrepresentation or omission of derogatory information in the employee's personal history statement or application for employment, the following is appropriate:

a. Omissions of convictions for minor offenses which would not preclude hire (for example, curfew and traffic violations not resulting in incarceration, or suspended sentences thereof, and/or heavy fines) normally will not be a basis for formal disciplinary action unless there were more than two such offenses indicating a pattern of misconduct.

b. If the falsification is of a substantive nature normally barring hiring or retention, suspension may be imposed in lieu of removal if the appointing authority determines that the interest of USFK would be served by retention of the employee.

15. Refusal to testify in (or giving false testimony at) a properly authorized board of inquiry conducted by representatives of the employer except where such refusal is based upon grounds of self-incrimination (witnesses shall be ensured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting their testimony). Refusal to testify, or giving false information, to an investigative board, in order to protect another or to hinder an investigation may be grounds for removal on the first offense. The board will inquire into the basis of the possible self-incrimination to ensure it is valid. One may not refuse to testify because it might incriminate or offend others.	1-to 5-day suspension to removal.	5-to 10-day suspension to removal.	Removal.

Nature of Offense	1st Offense	2d Offense	3d Offense
16. Violation of ration control procedures (failure to properly mark items sold on ration cards, or mishandling letter of authorization or similar acts contrary to ration control procedures).	Official written reprimand to removal.	5-to 10-day suspension to removal.	Removal.

NOTES: The range of disciplinary actions is deliberately broad so as to permit exercise of judgment. Extenuating and mitigating circumstances must always be considered. Removal on a first offense must be based upon considered judgment that intentional action was involved. One of the following situations may support a removal on a first offense regardless of the value of the items involved:

a. There is a clear indication that items involved are for resale/black marketing.

b. There is a collusion with purchaser(s) to manipulate ration control procedures thereby enabling purchase limitations for dollar amounts or controlled items to be exceeded.

c. The employee is in a position of high trust and responsibility for the safeguard of property/compliance with ration control procedures (i.e., store managers and check-out clerks, warehouse and supply workers, club, exchange, and commissary employees, security guards, etc).

17. Insubordination (refusal to obey orders, impertinence, like offense).	Official written reprimand to removal.	2-to 5-day suspension to removal.	5-to 10-day suspension to removal.
18. Gambling on duty or in a USFK installation.	Official written reprimand to 3 day suspension.	3-to 5-day suspension.	5-to 10-day suspension to removal.
19. Notorious misconduct off duty which adversely affects the reputation of the employer.	1-to 10-day suspension to removal.	Removal.	

NOTE: This includes conviction for a felony, or other grave misconduct. The degree of damage to the reputation of the employer should be considered.

Nature of Offense	1st Offense	2d Offense	3d Offense
20. a. Loafing (willful idleness or deliberate failure to work on assigned duties) where safety of personnel or property is not endangered.	Official written reprimand.	1-to 5-day suspension.	3-to 10-day suspension to removal.
b. Loafing where safety of personnel or property is endangered.	1-to 10-day suspension to removal.	Removal.	

NOTE: Positions to which subparagraph 20b apply include, but are not limited to, security guards, and operators of telephones , water plants, and generators. The degree of danger, demonstrated and potential, will be considered. Removal for a first offense may be appropriate when extreme danger was present or caused.

21. Negligent performance of duties.			
a. Where safety of personnel or property is not endangered.	Official written reprimand	3-to 10-day suspension.	10-day suspension to removal.
b. Where safety of personnel or property is endangered.	1-day suspension to removal.	Removal.	
22. a. Sleeping on duty (where safety of personnel or property is not endangered).	Official written reprimand to 3-day suspension.	3-to 5-day suspension.	5-to 10-day suspension to removal.
b. Sleeping on duty (where safety of personnel or property is endangered).	1-to 10-day suspension to removal.	Removal.	

NOTE: Positions to which subparagraph 22b apply include, but are not limited to, security guards, and operators of telephones, water plants, and generators. The degree of danger, demonstrated and potential, will be considered. Removal for a first offense may be appropriate when extreme danger was present or caused.

23. Misuse of identification card (for example, permitting unauthorized use by another person).	1-to 10-day suspension to removal.	Removal.

NOTE: Intent and consequence, demonstrated and potential, will be considered.

Nature of Offense	1st Offense	2d Offense	3d Offense
24. a. Participating in actions disruptive of normal work requirements in violation of provisions of the USFK-KEU Labor-Management Agreement and the Labor Article of the U.S.- ROK SOFA.	Official written reprimand to 1-to 5-day suspension.	5-to 10-day suspension to removal.	Removal.
b. Instigating or leading disruptive actions.	1-to 10-day suspension to removal.	Removal.	

NOTE: Removal for a first offense may be appropriate when the disruptive action is prolonged and warnings of management, union officials, or ROK administrative authority have been disregarded or when there has been physical violence.

25. Sexual harassment. Influencing, offering to influence, or threatening the career, pay, job, or work assignments of another person in exchange for sexual favors or deliberate or repeated offensive comments, gestures or physical contact of a sexual nature.			
a. Involving a subordinate.	1-day suspension to removal.	10-day suspension to removal.	30-day suspension to removal.
b. Not involving a subordinate.	Written reprimand to 30-day suspension.	5-day suspension to removal.	10-day suspension to removal.

NOTE: Appropriate penalty depends on the factual situation in each case weighed against U.S. DOD policy that sexual harassment will not be tolerated. Where the conduct created a hostile or offensive work environment, removal is warranted for the first offense.

APPENDIX F

STANDARDS OF CONDUCT

F-1. REPORTING FOR WORK. Employees are expected to report for work promptly on all scheduled workdays in a condition which will permit proper performance of assigned duties. Annual and sick leave must be used IAW established policies and procedures. When an employee cannot report for work on time, or when a situation requires an unscheduled absence from duty in an emergency, the employee must make every effort to contact the immediate or second level supervisor by telephone or by message delivered by a family member or another employee.

F-2. PERFORMANCE OF ASSIGNED DUTIES. Employees are expected to be efficient and industrious in performing their duties and to be informed of performance requirements and procedures pertaining to their jobs. Employees must assume full responsibility for carrying out assigned duties and effectively accomplishing work assignments. Employees must not participate in or support any activity which would be disruptive to the performance of assigned duties or would decrease the efficiency of operations in the organization.

F-3. PROPER UTILIZATION OF OFFICIAL TIME. Employees are expected to render a full day's work for a full day's pay. Employees must not engage in personal affairs during duty hours, such as making personal telephone calls except in emergency cases, gossiping with fellow employees, or visiting places other than those required for the performance of official duties. Employees are expected to inform supervisors when their assigned tasks are accomplished and to make full and productive use of scheduled work hours.

F-4. OBSERVING RULES AND REGULATIONS. Employees are expected to observe the various rules, regulations, laws, and other authoritative instructions, and consistently conduct themselves in a manner which is above reproach. Employees must keep informed of the standing operating procedures applicable at the job site and make every effort to secure clarification when they are uncertain about the interpretation of any procedures or regulations.

F-5. COOPERATION WITH THE SUPERVISOR. Employees are expected to readily respond to instructions from supervisors, respect the authority of supervisors, and refrain from any acts which would harm or destroy the authority or integrity of supervisors. Matters of disagreement with the supervisor should be openly brought to the supervisor's attention and efforts made to resolve the disagreements in a constructive manner.

F-6. RELATIONS WITH FELLOW EMPLOYEES. Employees are expected to exercise courtesy and tact in dealing with fellow employees and to respect the rights of fellow employees. Employees must endeavor to create harmony and work in harmony with other employees and must avoid any act or statement which could harm or destroy a fellow employee's reputation.

F-7. PROTECTION OF GOVERNMENT PROPERTIES AND SUPPLIES. Employees are expected to safeguard property, equipment, tools, and supplies from loss, damage, or misuse. They are responsible for equipment and tools assigned to them and for property and supplies in their areas of responsibility. They are responsible for the protection of such property and supplies from misuse, use by unauthorized persons, damage, or loss. Employees are expected to positively support command efforts for the elimination of pilferage, theft, and blackmarketing.

F-8. SAFEGUARDING OFFICIAL INFORMATION, RECORDS, AND DOCUMENTS. Employees are expected to safeguard official information, records, and documents from disclosure to unauthorized persons and from loss. Information acquired IAW official duties must not be discussed or disclosed except as necessary in the performance of official duties. Employees are also expected to present correct and valid information and documents required in connection with their own employment.

F-9. SUPPORTING U.S.-ROK OBJECTIVES. Employees are expected to recognize their responsibility as members of the USFK to support U.S.-ROK security objectives. Employees are expected to recognize these special missions and to fulfill their obligations. Employees will not engage in any activities which prompt public criticism, cause discredit, or interfere with mission accomplishment.

F-10. PRIVATE ACTIVITIES ON POST. Employees must not engage in unofficial business on post, such as soliciting, canvassing, or peddling. Employees are not permitted to conduct business operations on post; for example, promotion sales of commercial items, commercial lending, or repaying money with interest. Employees are expected to conduct outside affairs in such a manner that they do not interfere with proper and full discharge of assigned duties.

F-11. STANDARDS OF CONDUCT. The following provisions concerning standards of conduct are applicable to Korean employees: Standards of Ethical Conduct for Employees of the Executive Branch, Final Regulation issued by the U.S. Office of Government Ethics, Title 5, Code of Federal Regulations, Part 2635; and Department of Defense Directive 5500.7, to include the requirement for submission of Confidential Financial Disclosure Reports, described in chapter 7, section 3.

APPENDIX G

SYNOPSIS OF REMOVAL ACTION MR./MRS. _____

G-1. CHRONOLOGY OF EVENTS.

a. Enforced leave period (1-60 calendar days): _____

b. Date notice of proposed removal issued: _____

c. Date employee reply received: _____

d. Date notice of decision issued: _____

e. Date removal action effected: _____

f. Date appeal forwarded (NLT 14 calendar days after effective date of the removal action): _____

g. Date appeal forwarded to OCPD (NLT 14 calendar days after receipt in the servicing CPO). _____

G-2. BACKGROUND.

a. Charge: _____

b. Management's reasons/evidence: _____

_____

_____

c. Appellant's statement: _____

_____

_____

G-3. APPELLANT'S EMPLOYMENT DATA.

a. Service computation date: _____

b. Time in last position held: _____

c. Recognition: _____

d. Previous adverse actions (kind and dates): _____

_____

e. Specialized training received: _____

_____

G-4. REMARKS. _____

_____

GUIDE FOR CALCULATING AWARDS

Quick Guide for Calculating Awards Based on Tangible Benefits

Benefits	*Award*	*Benefits*	*Award*	*Benefits*	*Award*	*Benefits*	*Award*	*Benefits*	*Award*
Up to $10,000	10%	50,000	2,200	90,000	3,400	170,000	4,050	1,800,000	12,200
11,000	1,030	51,000	2,230	91,000	3,430	175,000	4,075	1,900,000	12,700
12,000	1,060	52,000	2,260	92,000	3,460	180,000	4,100	2,000,000	13,200
13,000	1,090	53,000	2,290	93,000	3,490	185,000	4,125	2,100,000	13,700
14,000	1,120	54,000	2,320	94,000	3,520	190,000	4,150	2,200,000	14,200
15,000	1,150	55,000	2,350	95,000	3,550	195,000	4,175	2,300,000	14,700
16,000	1,180	56,000	2,380	96,000	3,580	200,000	4,200	2,400,000	15,200
17,000	1,210	57,000	2,410	97,000	3,610	225,000	4,325	2,500,000	15,700
18,000	1,240	58,000	2,440	98,000	3,640	250,000	4,450	2,600,000	16,200
19,000	1,270	59,000	2,470	99,000	3,670	275,000	4,575	2,700,000	16,700
20,000	1,300	60,000	2,500	100,000	3,700	300,000	4,700	2,800,000	17,200
21,000	1,330	61,000	2,530	101,000	3,705	325,000	4,825	2,900,000	17,700
22,000	1,360	62,000	2,560	102,000	3,710	350,000	4,950	3,000,000	18,200
23,000	1,390	63,000	2,590	103,000	3,715	375,000	5,075	3,100,000	18,700
24,000	1,420	64,000	2,620	104,000	3,720	400,000	5,200	3,200,000	19,200
25,000	1,450	65,000	2,650	105,000	3,725	425,000	5,325	3,300,000	19,700
26,000	1,480	66,000	2,680	106,000	3,730	450,000	5,450	3,400,000	20,200
27,000	1,510	67,000	2,710	107,000	3,735	475,000	5,575	3,500,000	20,700
28,000	1,540	68,000	2,740	108,000	3,740	500,000	5,700	3,600,000	21,200
29,000	1,570	69,000	2,770	109,000	3,745	550,000	5,950	3,7000,000	21,700
30,000	1,600	70,000	2,800	110,000	3,750	600,000	6,200	3,800,000	22,200
31,000	1,630	71,000	2,830	111,000	3,755	650,000	6,450	3,900,000	22,700
32,000	1,660	72,000	2,860	112,000	3,760	700,000	6,700	4,000,000	23,200
33,000	1,690	73,000	2,890	113,000	3,765	750,000	6,950	4,100,000	23,700
34,000	1,720	74,000	2,920	114,000	3,770	800,000	7,200	4,200,000	24,200
35,000	1,750	75,000	2,950	115,000	3,775	850,000	7,450	4,300,000	24,700
36,000	1,780	76,000	2,980	116,000	3,780	900,000	7,700	4,360,000	25,000**
37,000	1,810	77,000	3,010	117,000	3,785	950,000	7,950		
38,000	1,840	78,000	3,040	118,000	3,790	1,000,000	8,200		
39,000	1,870	79,000	3,070	119,000	3,795	1,050,000	8,450		
40,000	1,900	80,000	3,100	120,000	3,800	1,100,000	8,700		
41,000	1,930	81,000	3,130	125,000	3,825	1,150,000	8,950		
42,000	1,960	82,000	3,160	130,000	3,850	1,200,000	9,200		
43,000	1,990	83,000	3,190	135,000	3,875	1,250,000	9,450		
44,000	2,020	84,000	3,220	140,000	3,900	1,300,000	9,700		
45,000	2,050	85,000	3,250	145,000	3,925	1,350,000	9,950		
46,000	2,080	86,000	3,280	150,000	3,950	1,400,000	10,200*		
47,000	2,110	87,000	3,310	155,000	3,975	1,500,000	10,700		
48,000	2,140	88,000	3,340	160,000	4,000	1,600,000	11,200		
49,000	2,170	89,000	3,370	165,000	4,025	1,700,000	11,700		

* Awards over $10,000 require the approval of the Office of Personnel Management.

** Maximum award authorized by the Office of Personnel Management. A presidential Award of up to $10,000 may be paid in addition to the $25,000.

Contributions With Tangible Benefits

Estimated First-Year Benefits to Government	Amount of Award
Up to $10,000	10 percent of benefits
$10,001 - $100,000	$1,000 for the first $10,000, plus 3 percent of benefits over $10,000
*$100,001 or more	$3,700 for the first $100,000 plus .5 percent of benefits over $100,000

SCALE OF AWARDS BASED ON INTANGIBLE BENEFITS

Value of Benefit	Extent of Application			
	Limited	Extended	Broad	General
	Affects function, mission, or personnel of one office, facility, installation or an organization element of a headquarters. Affects a small area of science or technology.	Affects functions, mission, or personnel of several offices, facilities, or installations. Affects any important area of science or technology.	Affects functions, mission, or personnel or an entire regional area of command. May be applicable to all of an independent agency or a large bureau. Affects a broad area of science or technology.	Affects functions, mission, or personnel of several regional areas of command, or an entire department of large independent agency, or is in the public interest throughout the Nation or beyond.
MODERATE VALUE - Change or modifications of an operating principle or procedure which has moderate value sufficient to meet the minimum standard for a cash award; an improvement of rather limited value of a product, activity, program, or service to the public.	$25 - 100 (Compare w/$250 - 1,000 tangible benefits)	$100 - 250 (Compare w/$1,000 - 2,500 tangible benefits)	$250 - 500 (Compare w/$2,500 - 5,000 tangible benefits)	$500 - 1,000 (Compare W/$5,000 - 10,000 tangible benefits)
SUBSTANTIAL VALUE - Substantial change or modifications of an operating principle	$100 - 250	$250 - 500	$500 - 1,000	$1,000 - 2,500

or procedure; an important improvement to the value of a product, activity, program, or service to the public.	(Compare w/$1,000 - 2,500 tangible benefits)	(Compare w/$2,500 - 5,000 tangible benefits)	(Compare w/$5,000 - 10,000 tangible benefits)	(Compare w/$10,000 - 60,000 tangible benefits)
HIGH VALUE - Complete revision of a basic principle or procedure; a highly significant improvement to the value of a porcduct, major activity, program, or service to the public.	$250 - 500 (Compare w/$2,500 - 5,000 tangible benefits)	$500 - 1,000 (Compare w/$5,000 - 10,000 tangible benefits)	$1,000 - 2,500 (Compare w/$10,000 - 60,000 tangible benefits)	$2,500 - 5,000 (Compare w/$60,000 - 360,000 tangible benfits
EXCEPTIONAL VALUE - Initiation of a new principle or major procedure; a superior improvement to the quality of a critical product, activity, program, or service to the public.	$500 - 1,000 (Compare w/$5,000 - 10,000 tangible beneftis)	$1,000 - 2,500 (Compare w/$10,000 - 60,000 tangible benefits)	$2,500 - 5,000 (Compare w/$60,000 360,000 tangible benefits)	$5,000 - 10,000 (Compare w/$360,000 - 1,360,000 tangible benefits)

(1) The minimum award for intangible benefits may be granted only when the benefits reach or exceed $250 or an agency-determined minimum. The minimum award for intangible benefits should require a comparably high standard.

(2) Contributions recognized by cash awards based on intangible benefits must be comparable, in value to the Government, with those based on tangible benefits. Comparisons are shown, in parenthesis, below the awards amounts above.

(3) When a contribution has both tangible benefits and intangible benefits,. the amount of award is based on the total value of the contribution to the Government, i.e., a combination of the award amount based on tangible and the award amount based on intangible benefits.

APPENDIX I

260 DAY WORK YEAR CHART

Locate the number of days worked under the column marked "Months." Creditable service will be the total months shown at the top of that column plus the number of days under the column marked "Days" (e.g., 120 days worked convert to 5 months and 16 days of credit). The days used for creditable service factor in weekends.

	Months											
Days	*Under 1 mo.*	*1 mo. and up*	*2 mo. and up*	*3 mo. and up*	*4 mo. and up*	*5 mo. and up*	*6 mo. and up*	*7 mo. and up*	*8 mo. and up*	*9 mo. and up*	*10 mo. and up*	*11 mo. and up*
0			43	65		108	130		173	195		238
1		22	44		87	109		152	174		217	239
2	1	23		66	88		131	153		196	218	
3	2	24	45	67	89	110	132	154	175	197	219	240
4	3		46	68		111	133		176	198		241
5		25	47		90	112		155	177		220	242
6	4	26		69	91		134	156		199	221	
7	5		48	70		113	135		178	200		243
8		27	49		92	114		157	179		222	244
9	6	28	50	71	93	115	136	158	180	201	223	245
10	7	29		72	94		137	159		202	224	
11	8		51	73		116	138		181	203		246
12		30	52		95	117		160	182		225	247
13	9	31		74	96		139	161		204	226	
14	10	32	53	75		118	140		183	205		248
15	11		54	76	97	119	141	162	184	206	227	249
16		33	55		98	120		163	185		228	250
17	12	34		77	99		142	164		207	229	
18	13		56	78		121	143		186	208		251
19		35	57		100	122		165	187		230	252
20	14	36		79	101		144	166		209	231	
21	15	37	58	80	102	123	145	167	188	210	232	253
22	16		59	81		124	146		189	211		254
23		38	60		103	125		168	190		233	255
24	17	39	61	82	104		147	169		212	234	
25	18			83		126	148		191	213		256
26		40	62		105	127		170	192		235	257
27	19	41	63	84	106	128	149	171	193	214	236	258
28	20	42		85	107		150	172		215	237	
29	21		64	86		129	151		194	216		259

GLOSSARY

ABBREVIATIONS

ACofS	Assistant Chief of Staff
ACPERS	Army Civilian Personnel System
APF	appropriated fund
ARPL	Area Reemployment Priority List
AWOL	absent without leave
BA	Benefits Allowance
CAs	competitive area(s)
CAP	consolidated allowance payment
CL	competitive level
CLG	change to lower grade
CPD	Civilian Personnel Director
CPF	Civilian Personnel Flight
CPOs	Civilian Personnel Office(r)(s)
CPP	Central Placement Program
DOB	date of birth
DOD	Department of Defense
EUSA	Eighth United States Army
FECA	Federal Employees Compensation Act
FY	fiscal year
HQ	headquarters
IAW	in accordance with
ILIA	in lieu of involuntary action
JA	Judge Advocate

JLAC	Joint Labor Affairs Committee
KEAB	Korean Employees Appeals Board
KEU	Korean Employees Union
KGS	Korean General Schedule
KN(s)	Korean National(s)
KOSA	Korea Support Activity
KSC	Korean Service Corps
KWB	Korean Wage Board
LWOP	leave without pay
MOL	Ministry of Labor
NAF	nonappropriated fund
NAFI	nonappropriated fund instrumentalities
NLT	not later than
NOA	natures of action
NTE	not to exceed
OCPD	Office of the Civilian Personnel Director
OPFs	official personnel folder(s)
OPR	outstanding performance rating
OWCP	Office of Workers' Compensation Program
PCS	permanent change of station
PIK	Payment in Kind
RIF	reduction(s) in force
RMs	Resource Manager(s)
ROK	Republic of Korea

ROKG	Republic of Korea Government
SCDs	service computation date(s)
SOFA	Status of Forces Agreement
T&A	time and attendance
TDY	temporary duty
TGs	tenure group(s)
TOAs	time off award(s)
TOF	transfer of function
USFK	United States Forces, Korea
U.S.	United States (of America)