Headquarters
United States Forces Korea
Unit #15237
APO AP 96205-5237

United States Forces Korea
Regulation 690-1

1 July 2017

Civilian Personnel

REGULATIONS AND PROCEDURES - KOREAN NATIONALS

***This regulation supersedes USFK Regulation 690-1, dated 10 February 2011.**

FOR THE COMMANDER:

MICHAEL A. MINIHAN
Major General, USAF
Chief of Staff

OFFICIAL:

GARRIE BARNES
Chief, Publications and
Records Management

Summary. 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.

Summary of Change. This revision includes the following changes:

- The minimum period required for extended recruitment for external candidates is changed from 14 days to 7 calendar days (Chapter 2, subparagraph 2-10i).

- It is clarified that an employee who declines an offer of repromotion to a permanent position in a different commuting area will no longer receive repromotion consideration in that area, but will continue to receive a saved pay (Chapter 2, subparagraph 2-11d(2)(a)).

- It is clarified that USFK Korean National (KN) employees working 15 hours or more a week on a regular basis shall not be appointed as intermittent employees (Chapter 2, subparagraph 2-

15c).

- Reappointment policy for USFK KN employees has been substantially changed (Chapter 2, Paragraph 2-17).

- Due to the updated reappointment policy, additional changes have been made to indicate that USFK KN employees are reappointed, as noncompeting employees, without a “not to exceed” date after reaching age 60 (Chapter 2, subparagraph 2-11a; Chapter 4, subparagraphs 4-2e, 4-2m, 4-2cc, 4-3e, 4-4a, 4-8, Figure 4-1, 4-20a(1), 4-20a(3), 4-21c(2), Figure 4-2, 4-22a, and Figure 4-3; Chapter 7, subparagraphs 7-5i and 7-6h; Chapter 8, subparagraphs 8-11b(2), 8-11c(2), and 8-12c(6); Chapter 10, subparagraphs 10-2g, 10-3h(1), 10-3h(3), and 10-3i(1); Chapter 13, subparagraph 13-5b(2)(g); Chapter 16, subparagraph 16-8b).

- It is added that accrued sick leave of 40 hours will be carried forward for use after reaching mandatory retirement age of 60 (Chapter 2, subparagraph 2-17d; Chapter 8, subparagraph 8-11c(2)).

- Definition of realignment is added (Chapter 4, subparagraph 4-2o).

- It is clarified that first round competition under Reduction in Force (RIF) Procedures will include competition to remain in the same Competitive Level (CL); reassignment to other CLs will be considered during the second round competition (Chapter 4, paragraph 4-21; Figure 4-2).

- It is clarified that offers of temporary and intermittent positions under RIF procedures are made after considering all permanent positions within CHRA/HRO/CPO serviced area (Chapter 4, subparagraphs 4-22i; Figure 4-3; 4-28; Figure 4-4).

- It is clarified that the employee’s request to review the RIF action and relevant records may be forwarded to the USFK CPD for further review and final decision after it is first reviewed by the servicing CHRA/HRO/CPO (Chapter 4, paragraph 4-32).

- Hangul Day (9 October) is added in the list of official Korean holidays (Chapter 6, subparagraph 6-4d).

- It is added that alternate paid days off for Lunar New Year, Chusok, and Children’s Day will be authorized. Alternate paid days off for Lunar New Year (the last day of December and 1 and 2 January on the Lunar calendar) and Chusok (14, 15 and 16 August on the Lunar calendar) will be provided when they fall on Sundays or other Korean public holidays; an alternate paid day off is also provided when Children’s Day (5 May) falls on a weekend or other Korean public holiday (Chapter 6, subparagraph 6-4e).

- It is added that employees are authorized to take 120 days of maternity leave when they are pregnant with twins or more (Chapter 7, subparagraph 7-7b).

- It is added that employees who have a miscarriage or stillbirth within 15 weeks of pregnancy will be provided 5 or 10 days of maternity leave (Chapter 7, subparagraph 7-7d).

- It is added that employees may be authorized to be carried in Leave without Pay status for up to 90 days for care of immediate family members (Chapter 7, subparagraph 7-8a(2)(d)).

- It is revised that the period of childcare leave without pay will be included in an employee’s total creditable service for severance pay purposes (Chapter 7, subparagraphs 7-8a(4) and 7-12j;

Chapter 8, subparagraph 8-11c(6)).

- It is added that employees will be authorized up to 24 hours of administrative leave when they relocate to different commuting areas at the direction of management (Chapter 7, subparagraph 7-9c(7)).

- It is clarified that the total official time used by the Korean Employees Union officials will be recorded as “union member leave” on the employees’ time and attendance reports (Chapter 7, subparagraph 7-9f(2)).

- It is added that employees will be excused from duty for two hours each day without charge to leave or loss of pay until they reach 12 weeks of pregnancy and after reaching 36 weeks of pregnancy (Chapter 7, subparagraph 7-9h).

- The number of paid days off for childbirth of spouses is changed from 2 to 3 days (Chapter 7, subparagraph 7-10a).

- It is revised that employees with a child who is 8 years of age or less, or in second grade or lower in elementary school is eligible for childcare leave (Chapter 7, paragraph 7-12).

- It is clarified that the payment of relocation allowance is authorized if an employee’s residence prior to the notification of the PCS move was outside the new commuting area (Chapter 8, subparagraph 8-13a).

- It is clarified if the payment of relocation allowance can be authorized for an employee and spouse within one year of each other, it will be paid only to the one receiving the higher rate of pay (Chapter 8, subparagraph 8-13g(1)).

- It is revised that eligible employees for tuition assistance will submit a claim to the servicing personnel office in March, June, September, and December of each year (Chapter 8, subparagraph 8-19c(2)).

- It is added that the time limitation of 24 months is imposed for a claim of tuition assistance (Chapter 8, subparagraph 8-19c(4)).

- It is clarified that an employee with a work-related injury or occupational disease may not be terminated during a period of suspension of work for medical treatment or for 30 days after completion of the treatment (Chapter 10, subparagraph 10-3f(6)).

- It is clarified that an employee involuntarily terminated for performance reasons will be provided the same due process as other employees removed for conduct issues to include a 30-day advance notice of the proposed separation action, a chance to respond, and a decision letter (Chapter 10, subparagraph 10-3j(2)).

- It is added that the Nature of Action of Termination-Involuntary will be used for separating an employee due to denied access to USFK installations (Chapter 10, subparagraph 10-3j(4)).

- Grievance procedures are clarified; Step I and Step II are introduced to denote different steps of grievance procedures such as informal and formal grievances (Chapter 13, paragraph 13-5).

- The timeline required for management officials receiving grievances to forward the

grievances to the servicing CPAC/HRO/CPO is changed from one day to three days (Chapter 13, subparagraph 13-5b(1)).

- It is clarified that the servicing Civilian Personnel Office is required to forward one original and three additional copies of the appeal file with one copy of the appellant's OPF to HQ USFK, CPD, within 14 calendar days following receipt of the appeal (Chapter 13, subparagraph 13-6d).

- It is revised to provide the time limitation of 10 days before the scheduled hearing date for the appellant and management until they can provide a list of witnesses and indicate what the witness will present both in Hangul and English (Chapter 13, subparagraph 13-6m).

- It is clarified that the Time off Awards may be used alone or in combination with monetary or non-monetary awards to recognize the same kinds of employee contributions (Chapter 16, subparagraph 16-7a).

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 Army and Air Force Exchange Service (AAFES) - Korea and Dragon Hill Lodge (DHL).

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

c. This regulation also applies to the Korean Service Corps (KSC) except as modified in Army in Korea (AK) Regulation 550-1.

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.

Supplementation. Issue of further supplements to this regulation by subordinate commands is prohibited unless prior approval is obtained from Headquarters (HQ), USFK (FKCP), Unit #15237, APO AP 96205-5237.

Forms. USFK forms are available at www.usfk.mil.

Records Management. Records created as a result of processes prescribed by this regulation must be identified, maintained and disposed of according to AR 25-400-2. Record titles and descriptions are available on the Army Records Information System website at: https://www.arims.army.mil.

Suggested Improvements. The proponent of this regulation is HQ, USFK, (FKCP). Users are invited to send comments and suggested improvements on DA Form 2028 (Recommended Changes to Publications and Blank Forms) to HQ USFK, (FKCP), Unit #15237, APO AP 96205-5237.

Distribution. Electronic Media Only (EMO).

CONTENTS

Chapter 1
Introduction, *page 1*

1-1. Purpose
1-2. References
1-3. Explanation of Abbreviations
1-4. Responsibilities
1-5. Policy
1-6. Approval Procedures for Conversion of Positions from KN to U.S. Occupancy

Chapter 2
Recruitment and Placement, *page 4*

2-1. General
2-2. Responsibilities
2-3. Definitions
2-4. Restrictions on Employment of Relatives and Personal Favoritism
2-5. Announcement of Vacancies
2-6. Competitive Actions
2-7. Noncompetitive Actions
2-8. Applicant Supply File
2-9. Evaluating Candidates
2-10. Suitability and Qualifications
2-11. Priority Groups
2-12. Release of Employees
2-13. Documentation Required for Placement Actions
2-14. Employment Criteria, Restrictions, and Conditions
2-15. Type of Appointment
2-16. Employee In-Processing and Orientation
2-17. Reappointment after Age 60

Chapter 3
Details and Temporary Promotions, *page 25*

3-1. General
3-2. Definitions
3-3. Conditions Relative to Using Details and Temporary Promotion
3-4. Limitations
3-5. Procedures
3-6. Korean National Employee Time and Attendance (T&A) Form

Chapter 4
Reduction-in-Force (RIF), Furlough, and Transfer of Function (TOF), *page 29*

4-1. General
4-2. Definitions
4-3. RIF Principles
4-4. Action Coverage

CONTENTS (CONT)

4-5. Actions Excluded
4-6. Reclassification
4-7. Reassignment Authority and RIF Procedures
4-8. Noncompeting Employees
4-9. Planning
4-10. Responsibilities
4-11. Alternative Actions
4-12. Impact Analysis
4-13. Korean Employees' Union (KEU) Participation
4-14. Retention Register
4-15. Competitive Area
4-16. Commuting Area
4-17. Competitive Levels
4-18. Effective Date of Retention Standing
4-19. Service Computation Date
4-20. Tenure Groups (TG) and Subgroups
4-21. First Round Competition - Release from Competitive Level
4-22. Second Round Competition - Assignment Rights
4-23. Bumping
4-24. Retreating
4-25. Qualification Standard
4-26. Qualification Waivers
4-27. Grades and Grade-Intervals
4-28. Offering Temporary and Intermittent Positions
4-29. RIF Notices
4-30. Release of Employees
4-31. Status during the Notice Period
4-32. Right to Request Review
4-33. Furlough
4-34. Transfer of Function
4-35. Placement Assistance Programs
4-36. Area Reemployment Priority List (ARPL)

Chapter 5
Employee Health and Injury Compensation, *page 68*

5-1. General
5-2. Applicability
5-3. Responsibilities
5-4. Medical Treatment
5-5. Benefits under the Industrial Accident Compensation Insurance Plan (IACIP)

Chapter 6
Hours of Duty, Holidays, Night Duty, and Overtime, *page 73*

6-1. General
6-2. Responsibilities
6-3. Work Schedule and Tour of Duty
6-4. Night Duty, Holiday Work, and Overtime

CONTENTS (CONT)

6-5. Compensatory Time Off for Travel
6-6. Lunch Periods
6-7. Rest Periods
6-8. Incidental Duties
6-9. Reporting for Duty

Chapter 7
Leave Administration, *page 83*

7-1. General
7-2. Responsibilities
7-3. Transfer of Leave Balances
7-4. Enforced Leave
7-5. Annual Leave
7-6. Sick Leave
7-7. Maternity Leave for Childbirth, Miscarriage, and Stillbirth
7-8. Unpaid Absences
7-9. Excused Absences
7-10. Paid Days Off for Family Events
7-11. Voluntary Leave Transfer Program (VLTP)
7-12. Childcare Leave

Chapter 8
Pay Administration, *page 104*

8-1. General
8-2. Definitions
8-3. Wage Schedules
8-4. Setting Pay Rates
8-5. Advanced In-Hiring Rates
8-6. Night Shift Differential
8-7. Holiday Rates (Holiday Premium)
8-8. Overtime Rates
8-9. Step Increases
8-10. Payment of Money Due the Employee
8-11. Severance Pay
8-12. Bonuses
8-13. Relocation Allowance
8-14. Remote Area Allowance
8-15. Allowance for Payments-In-Kind (PIK)
8-16. Consolidated Allowance Payment (CAP)
8-17. Benefits Allowance (BA)
8-18. Supervisory Differential
8-19. Tuition Assistance
8-20. Condolence Payment
8-21. Fractional Hours

CONTENTS (CONT)

Chapter 9
Position Management and Classification, *page 126*

9-1. General
9-2. Responsibilities
9-3. Procedures
9-4. Position Reviews and Management
9-5. Position Classification Files
9-6. Implementation of New Standards
9-7. Establishment of Development and Trainee Jobs

Chapter 10
Separation, *page 129*

10-1. General
10-2. Definitions
10-3. Procedures

Chapter 11
Employee Services and Facilities, *page 137*

11-1. General
11-2. Responsibilities
11-3. Types of Services and Facilities

Chapter 12
Conduct and Discipline, *page 139*

12-1. General
12-2. Policy
12-3. Definitions
12-4. Responsibilities
12-5. General Procedures
12-6. Informal Disciplinary Actions
12-7. Formal Reprimand
12-8. Suspension
12-9. Reduction in Grade and Pay
12-10. Removal
12-11. Enforced Leave

Chapter 13
Grievances and Appeals, *page 147*

13-1. General
13-2. Definitions
13-3. Policy
13-4. Responsibilities
13-5. Grievance
13-6. Appeal Procedures
13-7. Maintenance of Records

CONTENTS (CONT)

Chapter 14
Performance Appraisal, *page 156*

14-1. General
14-2. Objectives
14-3. Responsibilities
14-4. Procedures
14-5. Performance Requirements
14-6. Rating Performance Elements
14-7. Supervisor's Evaluation
14-8. Employee's Comments
14-9. Trial Period

Chapter 15
Employee Training and Development, *page 163*

15-1. Purpose
15-2. General
15-3. Responsibilities
15-4. Policy
15-5. Determining Needs and Planning Training
15-6. Required Training Programs
15-7. On-the-Job Training
15-8. Out-of-Country Resident Training
15-9. Training through Nongovernment Facilities
15-10. Correspondence Course Program
15-11. Attendance at Meetings
15-12. Evaluation of Training

Chapter 16
Incentive Awards and Suggestion Programs, *page 166*

16-1. General
16-2. Definitions
16-3. Responsibilities
16-4. Policy
16-5. Awards Based on Sustained Superior Performance
16-6. Awards Based on Special Acts or Service
16-7. Time off Awards (TOA)
16-8. Length of Service Awards

Chapter 17
Labor-Management Relations, *page 172*

17-1. General
17-2. Definitions
17-3. Policy
17-4. Responsibilities
17-5. Consultation and Negotiation with the Union

CONTENTS (CONT)

17-6. Reports
17-7. Files

Chapter 18
Intern Program, *page 175*

18-1. Purpose
18-2. General
18-3. Objectives
18-4. Definitions
18-5. Program Requirements
18-6. Responsibilities
18-7. Conditions for Promotion
18-8. Placement of Korean Interns

Chapter 19
Special Provisions for Employees of Invited Contractors, *page 187*

19-1. General
19-2. Responsibilities
19-3. Recruitment and Placement
19-4. Details and Temporary Promotions
19-5. Reduction in Force
19-6. Injury, Compensation, and Employee Health
19-7. Tours of Duty and Holidays
19-8. Leave Administration
19-9. Pay Administration
19-10. Separation
19-11. Employee Services and Facilities
19-12. Conduct and Discipline
19-13. Grievances and Appeals
19-14. Labor-Management Relations

Appendixes, *page 194*

A. References
B. Areas Designated as Remote
C. Procedures for Applying New Wage Schedules
D. Table of Standard Penalties
E. Standards of Conduct
F. Synopsis of Removal Action
G. Guide for Calculating Awards
H. 260 Day Work Year Chart

Table List

7-1. Annual Leave Accrual Schedule, *page 86*
8-1. Step Advancement Schedule, *page 111*
14-1. Periods of Appraisals, *page 157*
16-1. Long-Term Service Cash Awards, *page 171*

CONTENTS (CONT)

D-1. Standard Penalties, *page 200*

Figure List

4-1. RIF Milestones, *page 40*
4-2. First Round Competition Flowchart, *page 51*
4-3. Second Round Competition Flowchart, *page 56*
4-4. Placement Assistance, Repromotion, and ARPL, *page 67*
18-1. USFK Form 257-E (Intern Individual Development Plan), *page 180*
18-2. Employment Condition for Korean Interns, *page 185*

Glossary, *page 213*

Chapter 1
Introduction

1-1. Purpose
The purpose of this regulation is to establish policies and procedures for the uniform administration and management of KN employees of the USFK. It assigns responsibility for implementation of the policies and procedures.

1-2. References
Required and related publications are listed in appendix A.

1-3. Explanation of Abbreviations
Abbreviations used in this regulation are explained in the glossary.

1-4. 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. There are two associate (nonvoting) members, i.e., one from AAFES-Korea, and one from DHL. 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 service component.

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

b. Commanders of the military services, 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 DOD and service component regulations and policies on timekeeping.

(3) Ensure training of supervisors in Human Resources Management responsibilities and procedures.

e. The CPD, USFK, will monitor the applications of the provisions of this regulation to ensure USFK-wide compliance. Most issues are expected to be resolved via informal coordination with concerned organizations. Matters which cannot be resolved informally will be brought to the JLAC for resolution.

f. The USFK human resources officers/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 human resources officers.

h. Contracting officers will ensure that invited contractors comply with the USFK personnel policies contained in this and other regulations. Contracting officers will provide information on USFK invited contractors employing KN employees to the CPD, USFK.

1-5. Policy

a. In accordance with the Memorandum of Understanding, subject: Preferential Hiring of Korean Employees and Employment of Family Members, between the United States of America and the Republic of Korea, signed on 18 January 2001, the following will apply -

(1) The USFK will employ KNs exclusively for those positions that have been designated by USFK as of 2 April 2001 for occupancy by KNs. Although those positions may be open to dependents of the U.S. armed forces and dependents of civilian component members, the dependents will be considered for the vacancies only when there are no internal KNs who are available and qualified as candidates.

(2) Positions designated for KNs may be converted into U.S. positions only for reasons of national security. Refer to paragraph 1-6, below, for conversion procedures.

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

c. The administration and employment of KNs will conform with provisions of labor legislation of the Republic of Korea (ROK) to the extent not inconsistent with the provisions of the United States of America and the Republic of Korea Status of Forces Agreement (SOFA) Article XVII or the military requirements of the United States Armed Forces.

d. Wage rates and benefits for KN employees will be established according to applicable DOD regulations and procedures. Locality surveys and data collected from Korean firms and ROK Government agencies may be used to determine KN employees wage rates and benefits.

e. KN employees (including employees of the KSC), both appropriated and non-appropriated funds, will be covered by the ROK social security and welfare programs shown below in conformance with the ROK laws governing each program and/or with procedures approved by the SOFA Joint Committee, if there are such procedures. Invited contractors will provide the coverage for each program to their KN employees.

(1) National Pension Plan (NPP).

(2) National Health Insurance Plan (NHIP).

(3) Employment Insurance Plan (EIP).

(4) Industrial Accident Compensation Insurance Plan (IACIP).

(5) Long-Term Care Insurance Plan for the Elderly (LTCIP).

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. Offering or accepting 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. KN intern positions. A formally designated KN intern position must meet all of 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. Full-time employees are precluded from having any additional employment within the USFK. Part-time or intermittent employees may be permitted to have multiple appointments provided that appointments collectively do not aggregate more than 40 hours of work in any calendar week. The JLAC, or its individual voting members, in the case of service unique cases, may grant exceptions under conditions mutually agreed to by the JLAC. Off-duty non-USFK employment is not prohibited if it does not constitute a conflict of interest.

1-6. Approval Procedures for Conversion of Positions from KN to U.S. Occupancy

a. Positions designated as KN positions as of 2 April 2001, whether authorized or not, may not be converted to U.S. positions unless the conversion is required for U.S. national security reasons, for example, requirement for possessing DOD industrial security clearances. This restriction also applies to reestablishment of abolished KN positions into U.S. positions.

b. Requests for conversion to U.S. position will be submitted on an appropriate staff summary sheet with justification through appropriate command channels to the USFK Chief of Staff for

approval. The action must be coordinated with the Assistant Chief of Staff, J2, and appropriate USFK component resource management officer. The justification for conversion will address cost factors and will include a copy of the official KN and U.S. position description document. The justification will also address the need for the change prompting the conversion of the position.

c. Approved conversion requests will be forwarded to the Civilian Personnel Directorate (CPD), USFK, ATTN: FKCP, for union notification.

Chapter 2
Recruitment and Placement

2-1. General
This chapter establishes policy and procedures for recruitment and placement actions, and explains how qualified KN employees are selected, assigned or promoted to vacant positions based on merit. Merit is determined by each candidate's knowledge, skills, and abilities (KSAs) as determined by evaluating 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 actions to ensure timely quality placement.

(2) Post vacancy announcements on activity bulletin boards and inform subordinate personnel of the posting(s).

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

(4) Release employees selected for promotion or reassignment in a timely manner.

(5) Determine whether or not a relocation allowance will be paid for employees voluntarily applied and selected from outside the commuting area in response to vacancy announcements open to outside the commuting area. The determination on payment/non-payment of relocation allowance must be informed to the servicing CPAC/HRO/CPO and formally advertised in the vacancy announcements.

c. Employees will:

(1) Check vacancy announcements on bulletin boards or internet web sites, and if desired, apply for vacancies for which they feel qualified.

(2) Provide Civilian Human Resources Agency (CHRA)/Civilian Personnel Advisory Center (CPAC)/Human Resources Office (HRO)/Civilian Personnel Office (CPO) proof of pertinent

education, training, and experience acquired to be filed in their official personnel folders (OPFs). Employees will report changes or additions to the servicing CHRA/CPAC/HRO/CPO.

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

d. The CHRA/CPAC/HRO/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 position management effectively.

(3) Equitably consider qualified and available candidates for vacant positions.

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

(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 non-appropriated fund (NAF) employee of USFK, or a person not currently employed as a USFK APF or NAF employee.

b. **Area of consideration** - the geographic and organizational area in which the agency makes a search for eligible candidates for a recruitment action. The minimum area is the area designated by the recruitment plan in which the organization should expect to locate sufficient high quality candidates to fill vacant positions covered by the plan.

c. **Break in service** - the amount of time an employee is separated and not employed by the USFK. A separation of more than three calendar days is considered a break in service for purpose of this regulation.

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 reasonably be expected to travel back and forth daily to their usual place of employment.

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

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 workforce.

i. **Days** - calendar days.

j. **Promotion** - a personnel action that moves an employee to a position at a higher grade level or to a position in a different pay plan with a higher representative rate. A promotion may or may not be in the same job classification system and pay schedule.

2-4. Restrictions on Employment of Relatives and Personal Favoritism

a. When submitting job applications, applicants are responsible for identifying their relatives employed by USFK. 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. A personnel or placement officer who has authority to appoint or promote, or to recommend the appointment or promotion of employees, is also a public official.

c. Public officials are prohibited from selecting, advocating, or recommending relatives for positions. 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 or the organization over which the official exercises jurisdiction or control. This prohibition includes 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.

d. Relatives will not be assigned to a position having any level of supervisor-employee relationship or leader-employee relationship where a relative is to supervise the employee or to be supervised by the employee, or where a relative is to have control/influence over the work of the employee or the employee is to have control/influence over the work of the relative. (See subparagraph 2-4e(2) for an exception to this rule.) Employees may not advocate selection of any relative for any position in the same office or organizational element. Management officials should avoid appointing relatives to the same organizational unit under the same first-line supervisor unless no reasonable alternative exists.

e. When relatives have the restricted supervisor-employee relationship or leader-employee relationship, the servicing CPAC/HRO/CPO will screen all vacancies within the CPAC/HRO/CPO serviced area and one of the relatives will be reassigned to the first available position for which he or she meets qualifications as specified by USFK Reg 690-118.

(1) When the restricted supervisor-employee relationship or leader-employee relationship is created, e.g., through marriage, 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 either 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 CPAC/HRO/CPO serviced area and given an involuntary reassignment. The CPAC/HRO/CPO is not required to obtain the consent of the gaining supervisors involved. In view of the sensitivity and possible legal implications in addressing this situation or potential nepotism situation, CPAC/HRO/CPO labor management employee relations staff should be involved immediately.

(2) When relatives are reassigned in a public official's own organization or an organization over which the public official exercises jurisdiction or control by RIF procedures, the CHRA/HRO/CPO will offer alternative placement by screening vacancies within the CPAC/HRO/CPO serviced area. An employee's assignment right under RIF takes precedence over restrictions on employment of relatives and personal favoritism. The employee who was placed into the organizational element by RIF where a relative is to supervise the employee or to be supervised by the employee will be reassigned to the first available position for which he or she meets qualifications as specified by USFK Reg 690-118. The CPAC/HRO/CPO labor management employee relations staff should be involved when this situation exists.

2-5. Announcement of Vacancies

a. Supervisors will submit a Request for Personnel Action (RPA)/Standard Form (SF) 52 through appropriate channels to their servicing CHRA/HRO/CPO. The servicing CHRA/HRO/CPO will prepare and distribute vacancy announcements, unless there is an available candidate in priority group 1 through priority group 4 or non-competitive placement candidate. Supervisors will encourage employees to apply under vacancy announcements.

b. The CHRA/HRO/CPO will:

(1) Widely publicize information on vacant positions in accordance with (IAW) this regulation.

(2) Screen 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) The servicing CHRA/HRO/CPO will maintain a central announcement register and a copy of all published announcements. As a minimum, an announcement will contain the following:

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

(b) A brief description of the major duties to be performed.

(c) A summary of the minimum qualifications required for the position.

(d) Whether the position has a promotion potential.

(e) Whether the position is temporary or permanent; if temporary, not to exceed (NTE) date will be provided.

(f) Opening and closing dates. Announcements will be distributed and posted on bulletin boards and/or internet web sites prior to the opening date and remain open for at least 7 consecutive days.

(g) Who may apply and the area of consideration (geographic or organizational) from which applications will be accepted. For internal recruitment of Korean General Schedule (KGS)-12 level and above, the minimum area of consideration will be by service component, Korea-wide. For internal recruitment of KGS-11 and below when there are sufficient candidates available, a Korea-wide announcement is not required. All current USFK employees will be considered for USFK vacancies before external applicants are considered. The current labor market conditions will govern when a vacancy announcement is open to external applicants outside the current USFK workforce.

(h) A statement regarding entitlement to preferential consideration based on established priority groups. Placement preference is applied using priority groups in descending order, priority 5 (highest) to priority 9 (lowest).

(i) Information on how and where to apply.

(j) 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 found guilty of these practices will be subject to removal from USFK employment. Anyone aware of acts or omissions contrary to this policy is urged to immediately contact the servicing CHRA/HRO/CPO or HQ USFK, CPD, ATTN: FKCP, Unit #15237, APO AP 96205-5237."

(k) Selective placement factors. Include special skills, education, credentials, and language requirements, if applicable.

(l) Conditions of employment. Include tour of duty, working conditions, and travel information, if applicable.

(m) Relocation allowance determination, if the vacancy announcement is open also to outside the commuting area. Include a statement regarding payment/non-payment of relocation allowance for employees voluntarily applied and selected from outside the commuting area. The servicing CPAC/HRO/CPO must advise the employee at the time an offer is extended whether or not the relocation allowance will be paid.

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

(5) A vacancy announcement announced as "open until filled" cannot be amended once a referral list has been issued to management and selection is made unless an administrative error occurred. However, referral lists developed may be used in the future for multiple similar positions.

2-6. 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 2-7.

b. Movement from a nonsupervisory position to a supervisory position, to a leader or foreman position, or to a position that has 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 within a consecutive 12 month period.

d. Referral or placement of any candidate from outside the current USFK KN APF and NAF workforce. This includes reemployment of former USFK APF and NAF employees.

e. An employee can apply for a vacancy announcement IAW this regulation even though the employee has less than six months in his/her current position (see Chapter 2, subparagraph 2-7h(2)(b)), except when the employee has moved to the current position involving payment of a relocation allowance within six months. USFK NAF employees newly hired on or after 1 July 2004 will be required to serve no less than one year in the position to which they are initially hired before they can voluntarily accept any other position unless approved by management.

2-7. Noncompetitive Actions

The following placement actions do not require competitive procedures:

a. Position changes to avoid adverse actions under RIF, Transfer of Function (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 made in priority group order.

b. Repromotion of an employee under subparagraph 2-11d(1).

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 assist in pre-RIF placement efforts.

(1) Notice period. Employees affected by an involuntary management directed action will normally be informed, in writing, of the reason for the action at least 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 situation, 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 area, and the employee will not be involuntarily reduced in grade. Management directed reassignments to a different commuting area will require employee's concurrence. (See subparagraph 4-34c for a TOF action.) 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 within the same commuting area, the employee will be subject to termination-involuntary.

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 CPAC/HRO/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 encumbered 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 encumbered positions (e.g., abolishing another position, reducing the known potential of another position).

(3) The employee meets qualification requirements for the reclassified position. When the selecting official supervises several employees who are performing substantially equivalent duties, he/she must consider all such employees for the addition of the newly identified, higher graded duties. Once a determination is made as to which position will be reclassified, the selecting official must certify, in writing, that all such employees were considered for addition of the higher level duties. That certification must accompany the reclassification RPA/SF 52. This action requires no vacancy announcement.

g. Temporary promotions and details to higher graded positions of not exceeding 120 days within any consecutive 12 month period. Prior service during the preceding 12 months under noncompetitive temporary promotions and noncompetitive details to higher graded positions counts toward the 120-day total.

h. Reassignment or CLG of an employee to a position, which provides no higher promotion potential than the position currently held, 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 is a voluntary request to be considered for noncompetitive selection by supervisors having vacant positions. A request for reassignment or CLG may be processed without the issuance of a referral list if the gaining supervisor requests the placement, the employee concurs in writing and the CHRA/HRO/CPO determines that the employee meets the qualification requirements.

(2) An employee initiated voluntary request for reassignment or CLG will not be approved if -

(a) The vacant position is needed to satisfy an action described in subparagraphs 2-7a through 2-7c.

(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 promotion potential than the position

from which reassigned or changed.

(e) The vacant position is needed for placements under RIF procedures or placements/considerations under subparagraphs 2-11a through 2-11d.

(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."

2-8. 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, or electronically logged. Job applications submitted before the closing date of a vacancy announcement may be reviewed and considered without required documentation. All required documentation, e.g., certificates of education/ work experience/ license/ training, etc., will be requested and verified prior to appointment.

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

c. Open continuous announcements enable CHRA/HRO/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, he/she declines a job offer for an area or work schedule for which they showed availability, or fails to reply to any written inquiries. The waiting time to receive actual placement consideration may vary depending on the frequency of the vacancy and the number of applicants who apply.

d. The applicant supply file for open continuous announcements will be purged at the end of each Fiscal Year (FY). Open continuous announcements will close at the end of each FY. CHRA/HRO/CPOs should send renewal reminders to applicants at least 60 days before the expiration date to preclude unnecessary destruction and resubmission of applications.

e. Applicants may be solicited by various publicity media and through personal contact with the ROK Government 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 name of qualified applicants will be entered on the appropriate roster or an automated system for each series and grade in priority group order. Qualified and available applicants are considered in priority group order.

g. The standard applications forms are USFK Form 130EK (Applications for Employment) and USFK Form 130-1EK (Applications for Employment-Continuation Sheet). Applicants will use the electronic 130EK and 130-1EK forms provided in Korean National Recruitment System (KNRS) when they apply for a vacant position serviced by CHRA.

2-9. Evaluating Candidates

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

2-10. Suitability and Qualifications

a. Employment age. The 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. An exception to the maximum age for initial hire or rehire after age 60 may be approved by the CPD. 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 Reg 690-1 and 690-118 to appoint an available candidate.

b. Only Korean nationals can be employed for positions that have been designated by USFK for occupancy by KNs, except that DOD family members may be employed under subparagraph 2-11g. DOD family members must provide evidence of current family member status, e.g., DOD identification card or a letter of certification to be referred as family members (priority group 7). All Korean national applicants for employment must present their ROK identification card, a current certificate of residence or a certification of domestic residence report (*guknaegoso-sinkosasil-jungmyong*) showing their current status of nationality as Republic of Korea prior to appointment.

c. Inquiries to decide suitability for employment will normally be made to former supervisors, employers or schools listed in applications.

d. All applicants must present evidence of meeting positive education or experience requirements (i.e., college transcripts or certificates of employment from private firms) prior to a firm job offer.

e. Male applicants must present status of military service.

f. Employees separated for cause (misconduct or performance) are not barred from future employment. CPAC/HRO/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. The selection of a removed employee can be made when the selection is considered in the best interest of the government. The selection should be approved by the activity commander/staff principal level.

(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 RPA/SF 52.

(2) In the case of AAFES-Korea, the exchange fidelity insurance policy precludes rehire of employees separated for any dishonest or fraudulent acts, unless insurance waiver is granted through appropriate channels for continued insurance bond coverage.

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

h. USFK Reg 690-118, Qualification Standards for Korean Employees, addresses positive education or experience requirements, and tests and physical standards which applicants must pass or meet.

i. Applicants not meeting the qualification standards as prescribed above and in 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, family members in priority group 7 must also be considered. Extended recruitment may be advertised for a minimum period of 7 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 servicing component Civilian Personnel Office. Requests for approval of waivers will be submitted to the CHRA Regional Director or servicing component CPO.

2-11. Priority Groups

a. **PRIORITY GROUP 1. MANDATORY PLACEMENT-WITHIN.** Permanent APF and NAF competing employees identified for RIF separation in their Competitive Area (CA) will receive mandatory noncompetitive placement to vacant continuing positions for which qualified in their CHRA/HRO/CPO serviced area. Continuing positions occupied by noncompeting employees within the same fund source, i.e., APF or NAF, will be identified and used as vacancies for placement of priority group 1 employees. When there are no available permanent positions, temporary continuing positions may be offered to permanent employees with employee’s concurrence. Placement offers will start with the same U.S. force determined area, e.g., Area I, and then expand to other areas. The employee receives consideration for positions at the same or lower grade levels. Consideration for lower graded positions 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 group 1 block consideration and placement of candidates in priority groups 2 through 9. When two or more priority group 1 candidates are available for a position, placement will be effected in the 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, or the

respective Air Force, Navy and AAFES-Korea HRO/CPO. Eligibility will stop upon acceptance of any placement offer (priority group offer or RIF offer), or declination of a position.

b. **PRIORITY GROUP 2. MANDATORY PLACEMENT-OTHER.** Candidates in priority group 2 block placement of candidates in priority groups 3 through 9. Permanent APF and NAF employees, other than intermittent, identified for RIF separation in other CHRA/HRO/CPOs (excluding KSC HRO), will receive mandatory noncompetitive consideration/placement to vacant continuing positions. When there are no available permanent positions, vacant temporary continuing positions may be offered to permanent employees with employee's concurrence. The employee receives consideration for positions at the same or lower grade levels. Consideration for lower graded positions is limited to no more than three levels (if KWB) or three grades or three grade intervals (if KGS) below the positions from which released. A referral and selection register/list is not issued except under conditions in subparagraph 2-11b(2)(a).

(1) When there is only one priority group 2 candidate available for a vacancy, the CHRA/HRO/CPO with the recruitment action/vacancy will notify management. The candidate's servicing CHRA/HRO/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 CHRA/HRO/CPO will contact the serviced organization with the vacancy and take appropriate actions as follows:

(a) The serviced supervisor can request the servicing CHRA/HRO/CPO to either process the mandatory placement of the candidate with the highest retention standing or issue a referral 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 CHRA/HRO/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 OPFs, contact the current supervisors and interview the candidate(s) on the list, if desired. When time milestones are not as critical, a longer suspense period (not to exceed 10 days) may be approved by the CHRA/HRO/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 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 in subparagraph 2-11c(1)(c). Candidates in priority group 3 block placement of candidates in priority 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 IAW Chapter 8, subparagraph 8-4i(1), if reemployed at a lower grade.

(a) Eligibility requirements. The former employee must have received an honorable discharge from the ROK Armed Forces, and must not have voluntarily extended military service

beyond the required period (normally 18 to 28 months from the date of induction). The former employee must apply for restoration to the former servicing CHRA/HRO/CPO within 60 days from the date of separation from military service. When a former employee declines a position offer at the former grade level or declines a RIF placement offer, reemployment rights will be forfeited.

(b) Extent of placement. When no vacancy exists or develops in the former CA for which the former employee is qualified within 15 days after the date of application(s), 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 in the CA do not produce a RIF placement offer, the servicing CHRA/CPAC/HRO/CPO will facilitate placement in the CHRA/CPAC/HRO/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) **EMPLOYEE SEPARATED DUE TO DISABILITY FROM A COMPENSABLE WORK-RELATED INJURY.** Former APF and NAF employees who were involuntarily separated because of job related injury or occupational disease (for which they have received compensation from the Office of Workers Compensation Program (OWCP) or from the ROK IACIP) are entitled to mandatory restoration to their former positions or equivalent ones. The employee must fully qualify for the position to which restored, to include meeting physical standards.

(a) The eligible individual must be restored to his/her former or equivalent position as soon as possible, but, no later than 90 days after a USFK medical officer certifies that the individual may return to duty.

(b) When no vacancy exists or develops in the former CA for which the former employee is qualified within 90 days after the date of applications, 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 CHRA/CPAC/HRO/CPO will facilitate placement in the CHRA/CPAC/HRO/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.** An employee eligible for repromotion under priority group 4 will receive priority consideration for vacant permanent continuing positions in his current CPAC/HRO/CPO serviced area. If the position the employee occupied immediately prior to the current position is within the same component, the employee can also receive priority consideration in the CPAC/HRO/CPO serviced area where his previous position was located. 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) Employees eligible for repromotion under priority group 4 are current APF and NAF employees who were -

(a) Changed to lower grade due to no fault of their own (not at employees' request) through a RIF action or position reclassification. They will receive priority consideration for repromotion to vacant PERMANENT continuing positions for grades up to and including the grade level from which downgraded for 18 months from the effective date of the CLG.

(b) Changed from permanent full-time to part-time through a RIF action. They will receive priority consideration for vacant permanent full-time positions for 18 months from the effective date of change from full-time to part-time.

(c) Changed from permanent to temporary or intermittent position through a RIF action. They will receive priority consideration for vacant permanent positions for 18 months from the effective date of the change from permanent to temporary or intermittent position.

(2) Eligibility. CHRA/CPAC/HRO/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 in a saved pay status. An employee who declines an offer of repromotion to a permanent position in his current CPAC/HRO/CPO serviced area will no longer receive repromotion consideration, and his saved pay will be discontinued. This includes any grade up to and including the equivalent of their former grade. An employee who declines an offer of repromotion to a permanent position in a different commuting area will no longer receive repromotion consideration in that area, but will continue to receive a saved pay. 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. An employee not in a saved pay status may decline job offers in the current CPAC/HRO/CPO serviced area and remain eligible for repromotion for the remaining period of eligibility.

(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.

(c) A repromotion candidate in a different commuting area. An employee who declines an offer of repromotion to a permanent position in a different commuting area will no longer receive repromotion consideration in that area.

(3) Extent of placement. All recruitment actions in the CPAC/HRO/CPO serviced area during a 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 CPAC/HRO/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 for nonselection of priority group 4 candidates, management must submit a written request for waiver to the CPAC/HRO/CPO. The waiver request must provide adequate written justification. A waiver approval will be based only on reasonable job-related factors.

(6) Employees are not eligible for an additional relocation allowance within one year if they accept a job offer in a different commuting area if the employee already received a relocation allowance when he moved to the current position.

e. **PRIORITY GROUP 5. CURRENT/MERIT.** Current employees, both permanent and temporary, who are in the area of consideration. The term "current employees" includes all U.S. Forces APF and NAF employees, including AAFES-Korea, DHL, Air Force, Navy, Army, and DOD (KSC is not included in this term). Current family member employees initially hired as priority group 7 are not included in the term of current employees in this subparagraph. KSC employees are "external candidates", i. e., priority group 9, for recruitment priority purpose only. Upon selection, they will be considered as "current employees" for all other purposes. The servicing CPAC/HRO/CPO, in consideration of management's needs, availability of qualified employees, etc., will decide the area of consideration. Current USFK employees will be considered for USFK vacancies before external applicants are considered. Referral and selection registers will be returned to the CPAC/HRO/CPO immediately after selection decisions have been made. CPAC /HRO/CPO will put a suspense date on all referrals.

(1) 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 servicing CHRA/HRO/CPO before candidates from priority group 5 are referred.

(2) CHRA/CPAC/HRO/CPO will continue to review availability of candidates in priority groups 1 through 4 until a job offer is made with a priority group 5 candidate.

(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/HRO/CPO Director. Internal candidates may 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 the internal candidates are not well qualified for the position.

(4) With the exception of subparagraph 2-11e(3) above, when there are 3 or more qualified and available candidates in priority group 5, the CPAC/HRO/CPO may not simultaneously refer candidates in a lower priority group. However, based on previous recruitment history, i.e., low number of applicants and multiple declinations, CPAC/HRO/CPO may refer other candidates in a lower priority group and do dual recruitment, i.e., internal and external announcements at the same time. Internal candidates may 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 the internal candidates are not well qualified for the position and/or any conduct related factors. If the next priority group (e.g., priority group 6) also fails to provide at least 3 qualified and available candidates, the CPAC/HRO/CPO may simultaneously refer additional candidates in the next lower priority group (e.g., priority group 7). The objective of simultaneous referral is to refer a reasonable number of candidates to the selecting official and to fill the position as quickly as possible with a well qualified candidate. When a candidate is available in a higher priority group, justification must be provided and approved by the CPAC/HRO/CPO Director before a position offer is extended for selection of a candidate in a lower priority group. Approval will be based on reasonable job-related factors.

f. **PRIORITY GROUP 6. (AREA REEMPLOYMENT PRIORITY LIST (ARPL) - FORMER EMPLOYEES/ MEMBER OF IMMEDIATE FAMILY).** Former permanent employees separated by RIF and one member of the immediate family of an employee separated by death or permanent

disability resulting from a job-connected injury sustained during employment with USFK. All registrants on the ARPL receive equal consideration for reemployment to vacant USFK positions. Each CHRA/CPAC/HRO/CPO is required to establish and maintain an ARPL. When a qualified ARPL registrant is available for reemployment, management may not fill a vacant position with anyone from a lower priority group except as noted in subparagraph 2-11f(7). USFK Form 138 (Area Reemployment Priority Card) is to be used for ARPL registration. During separation counseling and processing, servicing CPAC/HRO/CPO will advise employees of their eligibility for ARPL registration with their own HRO. Registration should be accomplished at the time of separation. Individuals must notify the CPAC/HRO/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 CPAC/HRO/CPO advised of any change in registration information (e.g., change of address). The initial ARPL registration and any changes in registration information received by CPAC from ARPL registrants will be forwarded to CHRA. Registration declinations will be documented by the servicing CHRA/CPAC/HRO/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 a valid RIF offer under either first or second round competition. Former employees separated by RIF will identify all geographical areas of interest within their CHRA/CPAC/HRO/CPO serviced area. ARPL registrants will only be registered and considered for vacant positions in the identified areas. Former employees separated by another reason before the RIF separation takes effect forfeit ARPL eligibility.

(b) Former USFK APF or NAF TG III employees when the appointment preceding termination was the direct result of change in TG status placement under RIF procedures. Those former employees may register on the ARPL when termination from the temporary appointment was due solely to management action, such as expiration of the appointment (i.e., no fault of the employee).

(c) Former permanent employees who declined to relocate to a new commuting area.

(d) Former RIF or TOF affected TG I or TG II employees who resigned during a RIF or TOF that results in another competing employee in the same CA not being separated by RIF. (See subparagraph 4-3e for further explanation.)

(2) One member of the immediate family of a former USFK employee (sponsor) 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 or ROK IACIP, may register on the ARPL. Registration may be made to all geographical areas of interest within the sponsor's serviced CHRA/CPAC/HRO/CPO area. Immediate family includes: wife, husband, son, stepson, daughter, and stepdaughter. This priority is only applicable to recruitment actions received in the CPAC/HRO/CPO during an applicant's period of eligibility. 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, or ROK IACIP.

(3) Period of eligibility. The maximum period of eligibility is 18 months, which begins on the effective date of the separation action and expires 18 months after the separation date. Eligibility under subparagraph 2-11f(2) 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.

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

(5) Loss of eligibility. The former USFK employee can lose ARPL consideration before expiration of the eligibility based on the following:

(a) Declination of 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) Failure 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 CPAC/HRO/CPO.

(c) Former employee's request for removal from the ARPL.

(6) 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 former employees. Selecting officials also may contact former supervisors and employers of the candidates referred and conduct interviews with the candidates. The target grade of the referred position cannot exceed the highest grade the candidates previously held if the position has known promotion potential.

(7) Exceptions. The selecting official can select any candidate properly referred. Justification must be provided by the selecting official and approved by the CPAC/HRO/CPO before a position offer is extended for a competitive selection of a candidate in a lower priority group. Approval will be based on reasonable job-related factors.

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 qualified candidates in priority groups 1 through 6. Family members will not be considered for Korean Emergency-Essential positions. Positions formally designated and recruited as KN intern positions in professional series (Chapter 1, subparagraph 1-5g) will not be filled under this program. Department of Defense Instruction (DODI) 1400.25, Volume 1232 and component policies explain military spouse and family member employment preferences. Each organization will track Korean positions that have been temporarily converted for family member occupancy. CPAC/HRO/CPO 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/WIDOWERS**. All eligibles under this priority will receive equal consideration. Eligibles include disabled wartime veterans and veterans who have received by the ROK government the Order of Military Merit such as Taeguk, Ul-chi, Chungmu, Hwarang, or Inhun Medals. This includes wartime veterans or their

widows/widowers; and spouses of totally disabled veterans (disability class 1). 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), which must be certified by the ROK Government 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 ROK Government Ministry of Patriots and Veterans Affairs.

(2) Eligibility expires upon the effective date of employment into any USFK position. Eligibility will be withdrawn also at the request of the applicant or upon death, whichever occurs first.

(3) This priority is only applicable to recruitment actions received in the CPAC/HRO/CPO during an applicant's period of eligibility.

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

2-12. Release of Employees

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

(1) The servicing CPAC/HRO/CPO will coordinate the effective date of release with the employee's supervisor. The losing organization will have AT LEAST 30 days after notification of selection unless it agrees to a lesser period. Release will always be effective on a Sunday, normally at the beginning of a pay period for employees under two or four week pay period. For employees under monthly pay period, release will normally be effective on the 1st or 15th day of the month. 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 40 calendar days following notification of selection, without the gaining supervisor's concurrence.

(2) Through mutual agreement between organizations, and with CPAC/HRO/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) Upon completion of reviewing the referral and selection register and approval of any required exceptions (e.g., selection from lower priority group) by CPAC/HRO/CPO, the servicing CPAC/HRO/CPO will offer jobs to the selected candidates.

(4) Applicants/candidates who were not selected will be provided written or electronically generated notification of non-selection by the servicing personnel office. When using the KNRS, applicants/candidates can verify the status of their submitted application(s) via online access; therefore, the servicing CPAC will not be responsible for providing written notification.

(5) When a job offer is made by a CPAC/HRO/CPO who is not currently servicing the employee, the new servicing CPAC/HRO/CPO will inform the current servicing CPAC/HRO/CPO of the job offer so that the current servicing CPAC/HRO/CPO can properly process the personnel action and forward the employee's OPF to the new servicing CPAC/HRO/CPO.

b. See paragraph 4-30 for information on release of employees affected by RIF.

2-13. Documentation Required for Placement Actions
Terminology used in personnel actions will be generally consistent with United States Office of Personnel Management (USOPM) Operating Manual, the Guide to Processing Personnel Actions, as modified by guidance contained in this regulation. The following documentation for placement actions will be maintained in the referral/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 qualified candidates and supervisor's selection/nonselection.

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

f. 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 CHRA/CPAC/HRO/CPOs.

2-14. Employment Criteria, Restrictions, and Conditions

a. Criteria.

(1) When an external applicant is selected, USFK Form 225EK (Personal Background Statement) may be used.

(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 (LAA). Selectees must have a background investigation completed before entrance on duty (EOD). Where feasible, the supervisor may temporarily withdraw duties from a position to permit early EOD date. In such cases, the appointment document will state: "Subject to completion of favorable background investigation."

(4) Pre-employment medical clearance is required. When immediate appointment of a selectee is requested by the supervisor and is deemed appropriate (i.e., in emergency situations to meet mission requirements), the CPAC/HRO/CPO will exercise sound judgment in deciding whether or not to process the employment action of the selected candidate pending completion of medical clearance. In such situations, medical clearance will be obtained as soon as feasible, but no later than 30 days from the effective date of appointment. The appointment action will show: "Subject to successful completion of medical examination within 30 days from the effective date of this action." USFK Reg 690-118 explains physical qualification requirements.

b. Restrictions.

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

(2) No employee will occupy more than one full-time position in any category of employment with USFK at any one time without prior approval of the JLAC, or its individual voting members under conditions mutually agreed to by the JLAC. Exceptions will be made only when unique circumstances clearly justify such action.

c. Conditions. -Trial period.

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

(2) Temporary and intermittent employees do not have a trial period.

(3) A trial period is not required for former employees exercising reemployment rights after military service, separation due to disability resulting from a compensable work-related injury or occupational disease, or RIF separation, provided the one year trial period was completed prior to the time of separation.

(4) Permanent employees are not required to start a new trial period upon movement from one position to another, to include movement between APF and NAF. Employees will be required to complete the balance of the unexpired portion of trial periods at a new position.

(5) When changed from temporary to permanent appointments with no break in service, prior service as a temporary employee counts toward completion of trial period. There must be no written documentation that performance was less than successful or that disciplinary action has been taken or is pending.

(6) Part-time employees will be credited with the hours in their established tour. Such time will be prorated based on 2,080 hours of service in a year. For example, 1,040 hours would be equivalent to 6 months credit toward completion of the trial period.

(7) When changed from intermittent to permanent full-time or part-time appointments, the hours worked in their previous appointment counts toward completion of trial period. Such time will be prorated based on 2,080 hours of service in a year.

2-15. 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. Permanent appointments are those made without a definite time limitation.

b. Temporary appointment. A temporary appointment is an appointment made for a limited period with a specific NTE date. Effective 1 July 2007, new temporary appointments and extensions may not exceed 2 years of continuous service in conformance with ROK Labor Law.

c. Intermittent employees work on an irregular basis for which there is no prearranged scheduled tour of duty. Employees working 15 hours or more a week on a regular basis shall not be appointed as intermittent employees.

d. Reappointed retirees. An employee who, after mandatory retirement, is reappointed to his or her former position with no more than a 3-day break in service.

2-16. 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. Notice and termination requirements are identified in chapter 10. The CPAC/HRO/CPO will determine the appropriate advance notice period required, based on the type of appointment and guidance contained in chapter 10. Additionally, a remark will be printed on the appointment action.

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

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

2-17. Reappointment after Age 60

a. A permanent employee reaching age 60 must be reappointed without a “not to exceed” (NTE) date to the position from which retired when the employee meets all four criteria outlined in subparagraph 2-17c below. The NTE dates of all current reappointed employees will be deleted effective 31 May 2013. Reappointed employees shall not be considered “term” or “temporary” employees because they are “permanent reappointed employees” who occupy permanent positions.

b. Decisions to disapprove reappointments will be made by the activity commanders or staff principals considering the criteria outlined below.

c. Criteria considered for reappointment for employees reaching age 60 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, full time to part time, or from part time or full time to intermittent. 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. A position is considered to be continuing until it is officially abolished by the servicing civilian personnel office or human resources office with a Request for Personnel Action approved by the appropriate activity commander. See definition of activity commander in paragraph 2-17i(2).

(2) The employee has had no recent performance or conduct problems within the past one year. The annual performance appraisal for the past year 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 one year from the point when the deciding official makes a reappointment decision. Supervisors are responsible for making records checks to include the Provost Marshal and CPAC/HRO/CPO to ensure an employee has had no performance or conduct problems for the past year.

(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.

d. 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 employee's creditable service for severance pay purposes will include accrued sick leave with the exception of 40 hours to be carried forward for use after the mandatory retirement date. The reappointed retiree starts a new service period for severance pay and bonuses.

e. Reappointed retirees 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.

f. Reappointed retirees under age 68 may be terminated with 30 days advance notice in writing when the employee is to be displaced under RIF procedures, when any of the four criteria in subparagraph 2-17c are not met, or when one of the following conditions applies:

(1) The reappointed retiree does not provide training as directed to the designated individual(s).

(2) Termination of a reappointed retiree saves a permanent employee from separation by RIF as determined by the respective service component or independent servicing operating civilian personnel office, e.g., CHRA Far East Region for employees serviced by the CHRA. Placement offers of employees identified for separation by RIF to positions occupied by reappointed retirees will be accomplished in the following order after exhausting application of all available normal RIF procedures: 1st: in the same CA; 2nd: in the same U.S. force determined area, e.g., Area I; 3rd: other areas. If there are two or more retired employees who can be displaced through the same procedure, the oldest reappointed retiree will be displaced first.

g. Reappointed employees at age 68 and older may be terminated without regard to any of the criteria specified in paragraph 2-17c and 17f with 30 days advance notice in writing. Any decision by management is final.

h. Pay for a reappointed employee will be set at pay step 3 of the employee's pay grade of the position to which reappointed or at the current step if the employee's pay step is below step 3. Reappointed employees will not receive within grade increases.

i. Procedures.

(1) A permanent employee reaching age 60 will be reappointed without an NTE date to the position from which retired when the employee meets all four criteria prescribed in subparagraph 2-17c.

(2) A review and decision is required not to reappoint employees reaching age 60. The decision 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 Major Subordinate Command (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 a written notice of decision at least 60 calendar days prior to the retirement date if the decision is not to reappoint the employee reaching age 60.

(4) Management is responsible for conducting an annual periodic review of fulfillment of

criteria specified above for continuous employment. This review may be conducted in conjunction with annual performance appraisal as provided in Chapter 14, Performance Appraisal.

(5) The union has the right to request consultation when management has incorrectly applied any of the above provisions on reappointment of retirees. The commander or 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.

Chapter 3
Details and Temporary Promotions

3-1. General

Changes in workload or operating requirements may 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 CPAC/HRO/CPO for advice and assistance and will comply with this chapter regarding details or temporary promotions of employees.

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 occurs without changing the title, grade, or pay. An employee may be detailed 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 Promotion

a. Details may be made to a position at the same, lower or higher grade or to an unclassified set of duties, without regard to the qualification standards of the detailed position, except for any minimum education, license, and accreditation requirements. 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 use can result in increased cost, inefficiency, decreased 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 increased workload requires performance of other temporary duties.

(3) When a new position is created or duties are realigned, pending completion of a 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 or 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 the supervisor wishes to detail several employees to the higher graded positions in rotation, for no longer than 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 in 120 day increments. In effecting details to an unclassified job, the supervisor must submit a set of duties that the employee will be performing along with an RPA/SF 52, to the CHRA through the CPAC, or to the HRO/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 CHRA/HRO/CPO.

(3) For more than 120 days without competition. This includes any time spent by the employee within a consecutive 12 month period on temporary promotion or detail to a higher

graded classified position.

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. To ensure employee receive credit for an informal detail, the supervisor will insure a copy of the written notice is provided to the CHRA/CPAC/HRO/CPO within three days of effecting the detail.

(2) Formal detail. To effect a formal detail, supervisors will submit an original and one copy of the RPA/SF 52 to the servicing CHRA through the CPAC, or to the HRO/CPO. The RPA/SF 52 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 set of duties, the RPA/SF 52 will reflect that. A description of the duties to be performed will be attached to the RPA/SF 52.

(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 CHRA/HRO/CPO will forward a copy of the approved RPA/SF 52 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 RPA/SF 52 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 (on the first calendar 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 CHRA/HRO/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 graded position.

(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 CHRA/HRO/CPO unless one of the following conditions is 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 temporarily promoted from (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 CHRA/HRO/CPO with the RPA/SF 52 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. The employee accepts the higher grade temporary position without guarantee of reemployment upon termination of the temporary promotion. The CPAC/HRO/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 RPA/SF 52 to the CHRA/HRO/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 as to why a temporary promotion rather than a permanent promotion is 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 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 prior to the effective date.

(7) Chapter 2, paragraph 2-12 sets forth the provision for establishment of a release date of an employee selected for a temporary promotion.

(8) Chapter 8 sets forth the provisions for computation of an 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 RPA/SF 52, 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 CHRA/HRO/CPO in sufficient time to meet the advance notice requirements specified in subparagraph 3-5b(10).

(10) If the temporary promotion is terminated before the specified NTE date, the CHRA/HRO/CPO will advise the employee by advance notice no later than (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. Korean National Employee Time and Attendance (T&A) Form

a. 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.

b. The office to which an employee is temporarily promoted may submit the employee's T&A report if this arrangement is appropriate and agreed with the office from which the employee is temporarily promoted.

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 workforce 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 both management and civilian personnel officials is most important in communicating organizational changes effectively. Honest, straightforward communications with the Korean Employees Union (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 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 workforce.

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). An employee with an assignment right can displace other employees with a lower retention standing on a retention register by bumping or retreating. An employee's assignment right is also satisfied by offering a vacant position.

b. **Bump** - when an employee displaces (bumps) another employee in a lower TG or lower subgroup. Employees may only bump within the Competitive Area (CA) of the RIF. See paragraph 4-20 for further explanation of TGs and subgroups.

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

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 reasonably be expected to travel back and forth daily to their usual place of employment.
***Note*:** This regulation uses no acronym for commuting area.

e. **Competing employee** - an employee who has not reached mandatory retirement age of 60 in either TG I or II.

f. **Competitive area (CA)** - the organizational unit and geographical boundaries within 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 workforce. Offers of continuing temporary and intermittent positions to competing employees, however, require concurrence of the employees.

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** – a reappointed retiree in TG I and an employee in TG III.

n. **Official position** - the position in which the CHRA/HRO/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. **Realignment** - the movement of an employee and his or her position when an organization change occurs, the employee stays in the same agency, and there is no change in the employee's position, grade or pay. Employees declining realignment to a different commuting area will be considered for vacant positions for which they qualify at the losing activity. Realignment will be processed following procedures prescribed in subparagraph 4-34d with the necessary modifications.

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

q. **Reduction in force (RIF)** - the release of a competing employee from his or her CL 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.

r. **RIF notice** - an official written bilingual communication provided to an employee announcing that he or she 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.

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

t. **Representative rate** - the first step rate of the KGS grade and the first step rate of the KWB grade. Representative rate is a basic pay rate without any allowance, premium, or other fringe benefit. When two positions are in different pay schedules, representative rates are used to determine equivalent grades/levels and the best offer.

u. **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.

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

w. **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.

x. **Rounds of competition** - the different stages of competing for retention in a 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.)

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

z. **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.

aa. **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.

bb. **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.

cc. **Vacancy** - any position for which the CHRA/HRO/CPO receives a recruitment action. Continuing positions occupied by noncompeting 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 workforce will be required or -

(2) RPA/SF 52s requiring RIFs in the CA are in place in the CHRA/HRO/CPO.

b. Authorization and recruitment for a position cancelled/withdrawn after identified by the CHRA/HRO/CPO to offer it to a RIF-affected employee will be prohibited for one year from the effective date of abolishment.

c. An RPA/SF 52 will not be cancelled or withdrawn to avoid placement of a RIF-affected employee. If a position is cancelled or withdrawn after identified by the CHRA /HRO/CPO to offer it to a RIF affected employee, the CHRA /HRO/CPO will inform the Resource Management (RM) officials of the cancellation or withdrawal. If the request appears questionable or management fails to provide a justification, the CHRA /HRO/CPO will forward the action to CPD, USFK, ATTN: FKCP, Unit #15237, APO AP 96205-5237, for review. AAFES-Korea 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.

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

e. The resignation of a competing employee during a RIF or TOF that results in another competing employee in the same CA not being separated by RIF, will be treated as an involuntary separation. 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 CPAC/HRO/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 CPAC/ CHRA/ HRO/CPO processing the separation.

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

f. When both husband and wife are affected by a RIF, RIF placements for them will be made to the same area when possible and feasible.

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 subparagraphs 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 is taken. 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 <u>competing</u> employee 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) Reduction 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 when the

RIF will take effect within 180 days after the effective date of reclassification action.

(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 function.

(12) When a removal/termination action is cancelled or modified (reference Chapter 13, paragraph 13-6u(6).

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 CLG based on the reclassification of an employee's position due to the applications of new classification standards or the correction of a classification error.

c. A CLG 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 CHRA/HRO/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, such as during a review, survey, or study. When a reorganization causes the release of a competing employee from a CL, RIF procedures 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 may 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 an error. RIF procedures DO NOT APPLY when the grade of a position must be reduced because of the applications 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 an error.

c. Reclassification due to erosion of duties.

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

(c) Example 3. On 15 January, the CHRA/HRO/CPO proposed the downgrading of employee Z due to erosion of duties; the action took effect on 15 February. On 1 April, the CHRA/HRO/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 faced with separation or CLG.

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, subparagraph 2-7a.) An employee also may be offered a vacant position instead of separation by RIF.

4-8. Noncompeting Employees

TG III employees, reappointed retirees, 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 within the same fund source, i.e., APF or NAF, in the same or different CAs. After exhausting application of all available RIF procedures in the same CA, placement offers of competing employees identified for separation by RIF to positions occupied by noncompeting employees within the same fund source, i.e., APF or NAF, in different CAs will be accomplished. The placement offers to different CAs will start with the same U.S. force determined area, e.g., Area I, first and then expand to other areas. 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) 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.

(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. The request to the CPD should be submitted as early as possible and must be fully documented.

c. Paragraph 4-29 explains minimum notice periods for noncompeting employees and family members.

4-9. Planning

a. Commanders will include the CPD, CHRA/CPAC/HRO/CPO, managers, and supervisors, in the earliest planning stages of an organizational change. CPD, CHRA/CPAC/HRO/CPO, and supervisors of affected organizations, will work closely with budget and manpower personnel to assess the effect on dollars, spaces, and personnel. An announcement of a RIF, TOF, or realignment, will have a disruptive effect on the workforce 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 ensures actions are complete within targeted time frames.

b. When it becomes known that civilian reductions may or will be required, the component commanders (to include agency chiefs or their designees) may freeze recruitment (recruitment and promotions) in all areas under their jurisdiction. The CHRA/HRO/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 CPD, USFK, must be notified before effecting the freeze. The CPD, USFK, will notify all other USFK CHRA/CPAC/HRO/CPO, as appropriate.

c. With concurrence of the JLAC, 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. Responsibilities

a. Management officials (commanders and activity/organization/department heads, managers, and supervisors at all levels) and CHRA/CPAC/HRO/CPO will:

(1) Carefully coordinate and implement joint management-CHRA/CPAC/HRO/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 workforce and union advised of reductions. Communicate placement and RIF policies and procedures to employees and union representatives. Union will be informed 6 months in advance, if possible and practicable, of any planned change which is anticipated to affect the employees and their employment condition. In situations where management requests a RIF action to be effective prior to the six months required, the RIF request submitted to CHRA/CPAC/HRO/CPO will include written justification as to why the contractual timeline cannot be met. 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 CPAC/HRO/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 CPAC/HRO/CPO, with a copy furnished to HQ USFK, ATTN: CPD, Unit #15237, APO AP 96205-5237. 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; number of positions and personnel being affected by the reduction; and justification why the timely notice was not possible, if the RIF effective date is less than 6 months.

(3) Identify affected positions. Provide the servicing CHRA/HRO/CPO RPA/SF 52s 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 RPA/SF 52s to the servicing CHRA/HRO/CPO at least 180 days before the desired effective date of the action. The CHRA/CPAC/HRO/CPO rely on timely receipt of RPA/SF 52s 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. CHRA/CPAC/HRO/CPO will:

(1) Administer RIF, furlough, and TOF, IAW USFK Regulation 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) Issue RIF notices to affected competing employees at least 120 days before the RIF effective date when management notifies CPAC/HRO/CPO of the RIF 6 months in advance. In all cases, affected competing employees must receive written notice 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 4, paragraph 4-3c, 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 a Notification of Personnel Action (NPA)/SF 50 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 USOPM Operating Manual, the Guide to Processing Personnel Actions 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. CHRA/HRO/CPO 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 ROK Government Ministry of Employment and Labor (MOEL) and USFK KEU of a RIF scheduled to affect a significant number of USFK KN employees. The JLAC representatives for Air Force, Department of the Navy, and AAFES-Korea will notify their component HQ, as appropriate.

e. Resource Managers will comply with Chapter 4, paragraph 4-3c, when an organization or activity cancels or withdraws a recruitment action for a position after notification by the CHRA/HRO/CPO to offer the position to a RIF-affected employee.

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

g. Figure 4-1 clarifies joint management- CHRA/CPAC/HRO/CPO actions and milestones.

RIF MILESTONES - KN PERSONNEL PROGRAM

When it becomes known that reductions in the KN workforce may or will be required—

ACTION OFFICIAL	REQUIRED ACTION	*ACTION MILESTONE
Organization Management officials	Immediately contact servicing CPAC/HRO/CPO for guidance/assistance and notify the CPD, USFK (via written notice to servicing CPAC/HRO/CPO with copy furnished CPD, USFK).	As soon as possible following knowledge of actions which may or will result in reduction of the workforce.
Organization Management Officials	Initiate RPA/SF 52s on affected positions.	Endeavor to provide requests to the CHRA/HRO/CPO 180 days before, whenever possible.
USFK CPD and servicing CPAC/HRO/CPO	Notify union (KEU).	As early as possible from the receipt of RPA/SF 52 or, if possible, at least 6 months before.
AAFES-Korea Air Force, and Navy	Notify component HQ of RIF separations when required or appropriate.	As required by component HQ
CPD, USFK	Notify ROKG MOEL.	60 days before.
Servicing CHRA/ HRO/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 :	
	Reappointed retirees	30 days before.
	Temporary and intermittent	30 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

4-11. Alternative Actions
When a RIF is anticipated, commanders will take action to lessen the likelihood of adverse effects on the KN workforce. 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. Abolishing positions occupied by 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 representative rate 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.

4-12. Impact Analysis
Commanders will analyze planned personnel actions, 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 USFK as an employer.

d. Local economy unemployment situation.

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

4-13. Korean Employees’ 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.

4-14. Retention Register

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

b. Employees listed on retention registers: CHRA/HRO/CPO will list on the retention register the name of each employee, except as provided in subparagraphs 4-14c and 4-14d, 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 separation.

(5) As of the effective date of the RIF has received a final written decision of CLG and is listed on the retention register for the position to which he or she 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 released from positions in the CL by other than RIF before releasing any competing employee from the CL through RIF action. The CHRA/HRO/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 of separation from the position. 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.

4-15. Competitive Area

a. Each CHRA/HRO/CPO will maintain a list of CAs following major organizational entities and geographical boundaries. For example, all Eighth Army activities within the city of Pusan; the Defense Commissary Agency serviced by the Area II CPAC; all Air Force appropriated fund 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 CPAC/HRO/CPO servicing area is so large that relocation costs would be incurred administering RIF. Several activities serviced by the same personnel office are not necessarily required to be placed in the same CA. Employees within the defined organizational unit(s) and geographical location(s) 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 CHRA/HRO/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 to NAF positions may be offered placement to a NAF vacancy under the rules and procedures of chapter 2 (Chapter 2, subparagraph 2-7a). A NAF competing employee with no assignment right to APF positions may be offered an APF vacancy using the rules and procedures of Chapter 2.

4-16. Commuting Area

Each CHRA/CPAC/HRO/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.

4-17. Competitive Levels

a. Each CHRA/HRO/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, and are similar enough in duties and qualification requirements. 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 assigned to different CLs 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 1-5g.

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.

4-18. Effective Date of Retention Standing

a. Date of retention standing. An employee's retention standing is determined as of the date he or she is released from a CL affected by a RIF. 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, the employee's TG is considered as TG I when determining his or her retention standing.

b. Date of RIF notices. The CHRA/HRO/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 CHRA/HRO/CPO to issue some individual notices after the uniform date. For example, whether the CHRA/HRO/CPO must give a competing employee a new 30-day notice when it intends to take an action more serious than first specified (subparagraph 4-29e). This new notice period does not change the dates under subparagraph 4-28a for determining the employee's retention standing.

c. Proposed separation or demotion. When an employee has a pending notice of proposed separation or demotion and the final decision on the proposal is due before the effective date of the RIF, the CHRA/HRO/CPO cannot determine the employee's retention standing until the final decision is given to the employee. If the final decision is to separate 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 CHRA/HRO/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 CHRA/HRO/CPO completes the RIF action that resulted in the temporary retention.

e. Correction of error in retention standing. When the CHRA/HRO/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.

4-19. 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. CHRA/HRO/CPO will identify creditable service by establishing an 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 NPA/SF 50s.

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, backdated by the amount of 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 that was not entered in the automated personnel systems 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 proceeding 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 as follows:

- The total number of days in a pay status will be computed based on a work year of 2,080 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 H to convert the days worked to months and days of service to be credited as shown in the example below.

Example: 56 hours worked = 7 days worked = 10 days of credit
940 hours worked = 118 days worked = 5 months and 14 days of credit
` 234 days worked = 10 months and 24 days of credit

- 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 schedules, 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.

(c) CHRA/HRO/CPO 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 4-19c(2)(b).

(e) The CHRA/HRO/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 4-19c(1) and 4-19c(2).

(3) CHRA/HRO/CPO will process NPA/SF 50s to document changes in employee SCDs.

d. Limitations on SCD.

(1) Creditable service will not predate 1 December 1954 for APF, AAFES-Korea, 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 in the calendar year at the time the RIF occurs will have the amount of LWOP more than six months in the calendar year deducted from computation of their SCD. This does not apply if the employee was receiving compensation from the OWCP or IACIP during the absence for a work connected injury or disease, or when the employee was on childcare leave.

(2) 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.

f. Breaking ties. If two or more employees have the same SCD, 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 CHRA/HRO/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 CHRA/HRO/CPO 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 employees over age 60 under provisions of subparagraph 4-8a(2)(b).

4-20. Tenure Groups (TG) 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. Reappointed retirees as noncompeting employees have no assignment rights under RIF procedures.

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

(3) Group III includes employees serving on temporary and intermittent appointments. 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 Defense Civilian Personnel Data System (DCPDS) codes that represent the applicable subgroups for employees of Army) are identified below.

(1) Subgroup A (DCPDS H) includes wartime veterans permanently disabled because of a military service-connected injury or disease and veterans who received the Order of Military Merit such as Taeguk, Ul-chi, Chungmu, Hwarang, or Inhun Medals.

(2) Subgroup B (DCPDS 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 (DCPDS K) includes employees who are receiving or who received compensation from the OWCP or IACIP (or NAF Employers Self-Insurance Service or IACIP for NAF employees) for a permanent job-related disability sustained while employed with USFK. Also includes veterans who are designated as National Meritorious Person (국가유공자) by ROK Ministry of Patriots and Veterans Affairs after they are permanently disabled because of a military

service-connected injury or disease.

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

4-21. First Round Competition - Release from Competitive Level

a. Coverage. First round competition provides a means to avoid or decrease the necessity for a 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 CL.

(2) Other actions a CHRA/HRO/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 his or her CL. The CHRA/HRO/CPO must first release noncompeting employees occupying permanent positions and other employees specified in subparagraph 4-21c(1). Subsequently, competing employees may be reassigned (same grade/rate of pay), to vacant permanent continuing positions within the CA; in the same CL. Some qualification requirements may be waived (see paragraph 4-26).

(2) A competing employee whose position is abolished has a right to another position 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. The order of release from a CL and permitted exceptions are discussed in subparagraphs 4-21c and d.

c. Regular order of release.

(1) After compliance with paragraph 4-8, the CHRA/HRO/CPO must first release from the CL, each employee:

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

(b) Who has received a written decision of separation from a position in that CL.

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

(2) Competing employees. After a CHRA/HRO/CPO has released all noncompeting employees occupying permanent positions and employees in subparagraph 4-21c(1) from the CL, it selects competing employees for release in the inverse order of their retention standing beginning with the employee having the lowest standing. All employees in group II are released before any employee under age 60 in group I is released. Further guidelines for release are given below.

(a) All employees in subgroup D (DCPDS B) are released before any employee in subgroup C (DCPDS K) is released. All employees in subgroup C (DCPDS K) are released before

any employee in subgroup B (DCPDS E) is released. All employees in subgroup B (DCPDS E) are released before any in subgroup A (DCPDS 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 CHRA/HRO/CPO determines the order the tied employees are released IAW subparagraph 4-19f. See subparagraph 4-21d for exceptions pertaining to this regular order of release.

d. Exceptions to regular order of release. A CHRA/HRO/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 CHRA/HRO/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 CHRA/HRO/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 CHRA/HRO/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 CHRA/HRO/CPO must release the employees in subgroup order but may release them despite their retention standing within a subgroup. A CHRA/HRO/CPO may use both discretionary continuing exceptions and discretionary temporary exceptions during a liquidation. When a CHRA/HRO/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 with lower retention standing will be retained:

(1) Under a discretionary continuing exception, the CHRA/HRO/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 CHRA/HRO/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 CHRA/HRO/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 CHRA/HRO/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 under the second round of competition. Competing employees may exercise their assignment rights by bump or retreat. When the employee has no assignment right to another position or turns down an offered position satisfying the assignment right, the CHRA/HRO/CPO may separate (or furlough, if applicable) the employee under RIF procedures. An employee may not be separated while a lower-standing employee in the same CL remains on furlough.

FIRST ROUND COMPETITION

Competition to remain in the competitive level (CL).

When a competing 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 workforce 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 noncompeting 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 separation 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 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. → competing employee with the lowest retention standing in the CL.

Figure 4-2. First Round Competition Flowchart

4-22. Second Round Competition - Assignment Rights

a. Coverage. Assignment rights are the second round of competition when employees compete for positions in other CLs. This paragraph explains a competing employee's eligibility, following release from a CL under procedures of paragraph 4-21, to be assigned to either a vacant or encumbered continuing position. Noncompeting employees do not have assignment rights.

b. Basic rights. When a competing employee is released from a CL, the CHRA/ HRO/CPO

determines whether the employee has a bump or retreat right to an available position, as defined in subparagraph 4-22c.

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

(2) If a competing employee has no available equivalent position satisfying an assignment right, the CHRA/HRO/CPO can separate the employee. When possible, the CHRA/HRO/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 subparagraphs 4-22c(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 or part-time), unless retreating or offering a vacancy. Assignment to a position with a higher work schedule from a lower work schedule, e.g., from a part-time job into a full-time job, may not be allowed.

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 CHRA/HRO/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 CHRA/HRO/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 CHRA/HRO/CPO will apply the procedures of subparagraph 4-22e 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 CHRA/HRO/CPO will continue to monitor changes that may give a better offer to an employee. The CHRA/HRO/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 CHRA/HRO/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 CHRA/HRO/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 CHRA/HRO/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 CHRA/HRO/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.

(2) When a CHRA/HRO/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 position held by a released employee. The right to the position is based on subgroup superiority or relative SCDs of released employees when they are in the same subgroup. 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 CHRA/HRO/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. If several vacancies exist within the three grade/three-grade interval limits, the CHRA/HRO/CPO will use SCDs of the employees in determining which position to offer each employee (for example, two KGS-12 employees in the same subgroup are released and two vacancies exist, a KGS-12 and a KGS-11. If employee A has an earlier SCD (721215) than employee B (740710), then employee A is entitled to the KGS-12 and employee B with a later SCD is entitled to the KGS-11.

i. Competing employee's right under second round competition. 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 subparagraphs 4-22i(1) through (6), 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 4-26. 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.

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

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. Continuing positions within the same CA will be offered.

Competing 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 noncompeting 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 employee 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.
(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

4-23. 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 to a position having a different type of work schedule, e.g., from a full-time job into a part-time job. 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 lB 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 IlA employee has bumping rights over employees in group lIB, IIC and lID, etc.

4-24. Retreating

a. Retreating is an employee's right of assignment to a position formerly held, or essentially identical with one previously held as a competing employee. The position to which retreating 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. But part-time employees may not retreat to full-time positions. An employee can retreat to a position at the same grade or no more than three grades or three-grade intervals below the position from which the employee is released.

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 subparagraph 4-24f).

c. 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 NPA/SF 50. For example, the changing of the Directorate of Engineers from a contract operation to appropriated funded operation. The CHRA/HRO/CPO 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.

d. Essentially identical position. In determining whether a position is essentially identical to the one previously held by the RIF-affected employee as a competing employee, the criteria used in establishing CL may be considered. The CHRA/HRO/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 subparagraph 4-24f).

e. Retreat rights are to positions of same or lower grade. To qualify for retreat rights to the current/same grade in a different CL, an employee must have formerly held the position as a competing employee at the present grade of the position. Employees cannot retreat to positions at a higher grade than that they have previously held.

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

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

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

4-25. Qualification Standard

To be fully qualified for assignment to a vacant or encumbered position under procedures of this chapter, the CHRA/HRO/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 license 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.

4-26. Qualification Waivers

a. Except as specified in subparagraph 4-26c, CHRA/HRO/CPO 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 CHRA/HRO/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 will be fully documented and properly maintained in RIF files and related retention records by the CHRA/HRO/CPO.

c. CHRA/HRO/CPO will not waive:

(1) Minimum education requirements.

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

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

4-27. 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 that an employee may bump or retreat to 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 his or her current two grade-interval job. CHRA/HRO/CPO determines the lowest grade to which an employee is entitled based on his or her current two grade-interval job and whether any available positions exist 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 or three-grade intervals, 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 CHRA/HRO/CPO uses the representative rate for the employee's current position. The representative rate is also used to determine the lowest grade to which 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.

4-28. Offering Temporary and Intermittent Positions

Offers of continuing temporary and intermittent positions will be made based on subgroup superiority after considering permanent positions within CHRA/HRO/CPO serviced area (See subparagraphs 2-11a and 4-35a for placement assistance programs). These offers require concurrence of the employee.

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 for temporary or intermittent position is accepted:

(1) From the effective date of conversion from permanent to temporary or intermittent position under RIF procedures, the employee will receive priority consideration for vacant permanent positions in the servicing CPAC/HRO/CPO for 18 months. See 2-11d, Chapter 2 for further explanation.

(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 placement assistance programs due to management action, such as expiration of appointment (i.e., no fault of the employee), may only be registered on the ARPL of the separating CHRA/HRO/CPO (see Chapter 2).

c. If the offer made for temporary or intermittent position is <u>NOT</u> accepted and CHRA/HRO/CPO cannot make a better offer before the RIF effective date, the employee may be registered on the separating CHRA/HRO/CPO's ARPL, on the effective date of separation.

4-29. 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. CHRA/HRO/CPO 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) Reappointed retirees - 30 days before the effective date.

(3) Temporaries and intermittent - 30 days before the effective date.

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

d. Exception to minimum notice period. The minimum notice period provided above does not apply to the following employees. These employees may be given a 7-day advance RIF notice before termination:

(1) Employees who have been employed for less than three consecutive months.

(2) Employees who have been employed for a fixed period not exceeding two months.

(3) Employees who have been employed for seasonal work for a fixed period not exceeding six months.

e. 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. When an employee cannot be offered a position within his/her CA, the employee who received a general notice may be regarded as identified for RIF separation until a specific notice is issued. (See subparagraph 4-35a for placement assistance programs.) Offers made under this provision, however, cannot violate the assignment rights of any other competing employees and will be based on subgroup superiority. 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.

f. 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.

g. The general notice alone must, at a minimum, indicate that the CHRA/HRO/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 or CLG in the same organization (same as above).

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

(a) First three copies, same as above.

(b) Fourth copy to gaining organization.

4-30. Release of Employees

The following provisions apply to administering placements of employees affected by provisions of this chapter.

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

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

c. Through mutual agreement between organizations, and with CHRA/HRO/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.

4-31. 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.

4-32. Right to Request Review

An employee who receives a RIF notice may examine the regulations and review related retention records at the servicing CHRA/HRO/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 CHRA/HRO/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 CHRA/HRO/CPO staff will act on the employee's request within 7 days of receipt. If the CHRA/HRO/CPO staff determines that the action will be allowed to stand, the request may be forwarded at the request of the employee, with the CHRA/HRO/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.

4-33. 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 RPA/SF 52s identifying employees to be furloughed for 30 days or less and the reasons will be forwarded through appropriate channels to the CHRA/HRO/CPO. Requests must be authenticated by the CHRA/HRO/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 of 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 with higher retention standing through a RIF.

4-34. Transfer of Function

This paragraph covers the right of employees to accompany their work when it moves to a different CA or local commuting area.

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 more other CAs. A function that does not reappear is abolished and employees assigned are subject to RIF at the losing activity. TOF may not require an employee's physical move to a different local commuting area.

(1) Example 1 - TOF. The civilian payroll function currently done by the command Finance and Accounting Office under the supervision of the Assistant Chief of Staff (ACS), 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) Example 2 - NO TOF. 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, 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 not 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) Reemployed retirees have the right to accompany the function to the new location, as long as the CHRA/HRO/CPO verifies that there are no other competing employees who have higher placement rights for the positions than the reemployed retirees. In case a relocation allowance is involved, the reemployed retirees need to serve at least six months at the new location, unless otherwise terminated by management. (See Chapter 8, subparagraph 8-13g for restrictions of relocation allowance.)

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 he/she desires to accompany the function to the new location. Employees dissatisfied with the TOF action may follow the procedures of Chapter 13, Grievances and Appeals.

4-35. 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. Mandatory placement into continuing positions occupied by noncompeting employees will be conducted within the same fund source, i.e., APF or NAF, following procedures in subparagraph 2-11a. Within the CHRA/HRO/CPO serviced area, employees identified for RIF separation are priority group I and in other CHRA/HRO/CPO servicing areas priority group II. The CHRA/CPAC/HRO/CPO 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 CHRA/HRO/CPO as a priority group II candidate. Eligible employees should identify all geographical areas of interest, outside the current servicing CHRA/HRO/CPO's serviced area, where they are willing to work.

(b) Promptly furnish priority group II registration information to the CHRA/HRO/CPO

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 placement offer) may be offered vacant positions, permanent, temporary and intermittent positions below three grades or three-grade intervals 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 4-35a and 4-35b are not considered valid RIF offers; therefore, employees retain all RIF rights.

4-36. Area Reemployment Priority List (ARPL)

Competing employees separated by RIF, TG III employees terminated from the temporary appointment due to management action, such as expiration of appointment (i.e., no fault of the employee) when their TG status changes preceding the appointment (i.e., from TG I or TG II to TG III) were a result of RIF action, and those who declined to relocate to a new commuting area, are eligible for registration on the ARPL for a maximum of 18 months from the effective date of the separation action. An employee resigning under subparagraph 4-3e(1) is also eligible for ARPL registration. During separation counseling and processing, CPAC/HRO/CPO 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 CPAC/HRO/CPO. The initial ARPL registration and any subsequent changes maintained by the servicing CPAC are required to be forwarded to CHRA.

b. Advise ARPL registrants:

(1) To keep the CPAC/HRO/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 a grade level equivalent to that from which separated, they will no longer receive consideration under the ARPL. ARPL registrants declining offers of reemployment into permanent positions below the grade held before separation will retain ARPL consideration eligibility for higher grade positions up to (but not exceeding) the last grade held. (See subparagraph 2-11f(4) for loss of ARPL consideration eligibility.)

(3) To identify all geographical areas of interest within their CHRA/HRO/CPO serviced area. ARPL registrants will only be considered for reemployment to fill a vacant position in the identified areas. When more than two equivalent positions are available, the employee will be reemployed in the servicing area that registered the employee.

c. Separating employees who refuse a valid RIF offer under either first or second round competition are ineligible for ARPL registration. (See figure 4-4 below.)

d. The standard form for ARPL registration is USFK Form 138.

PLACEMENT ASSISTANCE, REPROMOTION, AND ARPL

If no assignment offer-identify employee as surplus; register in displaced employee program. Continue monitoring RIF changes until placed or separated.

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 CHRA/HRO/CPO servicing area. Priority group 2 in other CHRA/HRO/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.
CLG, changed from full-time to part-time appointment, changed from permanent to temporary/intermittent appointment	→	Register as priority consideration candidate for repromotion. (See Chapter 2)
Separation	→	Registration on ARPL.

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 other related and appropriate expenses and compensation. All APF and NAF KN employees (including members of KSC) are covered under the ROK Industrial Accident Compensation Insurance Plan (IACIP) as approved by the SOFA Joint Committee. Invited contractors of the USFK will provide IACIP coverage for their KN employees following these procedures.

b. IAW procedures approved by the SOFA Joint Committee, effective 1 January 2005, the ROK IACIP replaced coverage for KN employees of the U.S. forces under the injury compensation plan in effect prior to 1 January 2005, e.g., USFK workers' compensation program covered under the U.S. Federal Employees' Compensation Act (FECA), administered by the U.S. OWCP, for APF employees. Compensation claims for NAF KN employees were administered IAW each USFK force component's own governing regulation, e.g., AR 215-1 for Army. Employees of invited contractors were covered by insurance as required by the terms of the contract. Claims for injuries and occupational diseases manifested prior to 1 January 2005 will continue to be covered or filed under the previous plans IAW their respective provisions.

c. The ROK administers the IACIP for USFK according to insurance premium rates established through full consultations between the ROK (MOEL) and USFK (CPD). The insurance premium will be computed at the established rate, and the payment will be made by the servicing payroll office based on estimated total employees' taxable income following the procedures in the ROK laws and regulations governing IACIP.

d. 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 Wage Replacement Benefits (휴업급여) (see subparagraph 5-5c).

5-2. Applicability

This Chapter applies to all APF and NAF KN employees (including members of KSC) of the USFK.

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 annual health promotion examinations (including chest X-rays) under the ROK NHIP for KWB employees, and biennial examinations for KGS employees.

(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) Food handlers:

- An initial medical examination of food handlers for infectious diseases;

- Periodic medical examinations of food handlers where the frequency of examination is determined based on a job description, e.g., triennial exams for all food handlers except annual exams for food handlers working at a child development center or a hospital and for those employees working Kitchen Police (KP) duties;

- After an absence from duties for 30 days or more; and,

- During local food-borne 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 appropriate U.S. medical authority, e.g., the 18th MEDCOM, Director of Occupational Health Service, for Army activities.

b. Immediate supervisors or other management officials will -

(1) Post bilingual notices (provided through the servicing CPAC/HRO/CPO) 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; or, to the nearest medical institution recognized by the Korea Workers' Compensation & Welfare Service (COMWEL) established under the ROK MOEL for coverage under the ROK IACIP if any of subparagraphs 5-3b(4)(a) through (d) apply. This includes arranging for or providing transportation, when necessary.

(3) Immediately notify CC Seoul (DSN: 723-3030, 24 hours/day; 7 days/week) and component operations centers of any accident that results in either fatal injury or permanent total or permanent partial disability (not to include loss of teeth, loss of fingernail/toenail, loss of finger tip/toe tip without bone involvement, inguinal hernia if repaired, disfigurement, sprains/strains that

do not cause permanent limitation of motion) or hospitalization for inpatient care of three or more employees as a result of a single accident. In addition, notify the local Safety Office, by telephone, within 24 hours following an accident, so that the local Safety Office can contact the USFK Safety Office on the incident.

(4) Prepare a memorandum indicating the causes and details of the accident and submit the memorandum to the servicing CPAC/HRO/CPO together with 3 copies of a Request for Medical Care (요양신청서) completed in the Korean language for certification by the servicing CPAC/HRO/CPO. Provide the injured employee, or someone acting for the employee, 3 copies of the Request for Medical Care certified by the servicing CPAC/HRO/CPO for the employee to obtain medical care and treatment in a COMWEL recognized medical institution. Supervisors will ensure that a Request for Medical Care is completed when any of the following conditions pertains:

(a) Employee is referred to a COMWEL -recognized medical institution for medical treatment or consultation for a work-related injury or occupational disease which is expected to require medical treatment for more than three days.

(b) Any permanent disability, whether anatomical or functional, appears possible as a result of the injury.

(c) There is probability of future infection or disability.

(d) Employee indicates a desire to file a claim with the COMWEL.

(5) In emergencies or other unavoidable cases where the employee already paid for his/her medical care expenses, prepare a memorandum indicating the causes and details of the accident and submit it to the servicing CPAC/HRO/CPO together with the Request for Medical Expenses (요양비청구서) completed in the Korean language for certification by the servicing CPAC/HRO/CPO. Provide the injured employee, or someone acting for the employee, the Request for Medical Expenses certified by the servicing CPAC/HRO/CPO for the employee to be reimbursed the medical care expenses by the COMWEL. The supervisor does not need to prepare a new memorandum if he/she already submitted to the servicing CPAC/HRO/CPO a memorandum for the same accident with the Request for Medical Care in subparagraph 5-3b(4).

(6) In case of death of an employee due to a work-related injury or occupational disease, prepare a memorandum indicating the causes and details of the accident and submit it to the servicing CPAC/HRO/CPO together with the Request for Survivors Benefits/ Funeral Expenses (유족보상·장의비청구서) completed in the Korean language for certification by the servicing CPAC/HRO/CPO. Provide the eligible family member of the deceased employee the Request for Survivors Benefits/ Funeral Expenses certified by the servicing CPAC/HRO/CPO. The supervisor does not need to prepare a new memorandum if he/she already submitted to the servicing CPAC/HRO/CPO a memorandum for the same accident with the Request for Medical Care in subparagraph 5-3b(4).

(7) The memorandum to be prepared by the supervisor as mentioned in subparagraphs 5-3b(4), (5), and (6) will include the following:

(a) Employee's name, date of birth, gender, job title, duty station, and grade.

(b) Date and time of the injury.

(c) Place where injury occurred.

(d) Cause of the injury (Describe what happened and why).

(e) Nature of injury (Identify both the injury and the part of body, e.g., fracture of left leg).

(f) Statement of witness (Describe what you saw, heard or know about the injury).

(g) Was employee injured in performance of duty?

(h) Was injury caused by a third party? Name and address of third party.

(8) 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 RPA/SF 52 to the servicing CHRA/HRO/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 servicing CPAC/HRO/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 CPAC/HRO/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 memoranda indicating the causes and details of accidents, request forms and supporting documents in connection with a work-related injury, disease, disability or death, review for correctness, certify when required, and provide the certified request forms to supervisors or employees.

(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 memorandum prepared by the supervisor as mentioned in subparagraph 5-3b(7) to each of the following:

(a) Applicable installation/base safety office.

(b) USFK and Eighth Army, ATTN: FKSF, Unit #15237, APO AP 96205-5237.

(c) Component Occupational Health Service.

(5) Retain a legible copy of all memoranda on accidents from supervisors and request forms and supporting documents certified by the servicing CPAC/HRO/CPO for submission by claimants (employees, next of kin, or other legal claimants) to the COMWEL, in the employee's case file maintained in the servicing CPAC/HRO/CPO.

***Note*:** The records may be used to determine the IACIP premium rate change.

(6) Obtain death, marriage, or birth certificates, when required.

(7) Assist supervisors and claimants (employees, next of kin or other legal claimants) in filling out necessary forms for submission to the COMWEL.

(8) Obtain a copy of Decision Notification for Disability Compensation (장해보상에 대한 결정통지서) provided by the servicing COMWEL from employees who have requested CPO certification for their Request for Disability Compensation (장해보상청구서).

(9) Advise employees that they are required to submit a copy of Decision Notification for Disability Compensation to receive higher preference consideration for positions over other employees when a RIF occurs as stated in paragraph 4-20b.

(10) Forward a copy of Decision Notification for Disability Compensation to the Processing Division of the servicing CHRA/HRO/CPO to change subgroup codes for employees and to maintain in the employees' OPFs.

d. U.S. Government medical officers will provide all necessary treatment, when the injured employees are referred for emergency or minor treatment. Referral to a COMWEL -recognized local Korean hospital will be made when any of the conditions in subparagraphs 5-3b(4)(a) through (d) apply. The U.S. medical officer who attends the case for emergency or minor treatment, or his/her designee, will determine whether and when the injured employee will be referred to the local hospital.

e. Installation/base safety offices will, through official command channels -

(1) Ensure that viable accident prevention programs are begun 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 or disease immediately upon becoming aware of the injury or disease.

(2) Obtain the Request for Medical Care or the Request for Medical Expenses prepared by the supervisor and certified by the servicing CPAC/HRO/CPO, and submit the request form with supporting documents to the servicing COMWEL office.

(3) When the initial Request for Medical Care/ Medical Expenses is approved by the COMWEL, prepare and submit subsequent requests for other benefits to the servicing COMWEL office upon certification by the servicing CPAC/HRO/CPO.

(4) Provide the servicing CPAC/HRO/CPO with a copy of the completed request forms submitted to the COMWEL office.

(5) Submit to medical examination(s) while receiving compensation as frequently and at such time and place as considered necessary by the COMWEL or by U.S. Government medical

officers.

(6) Provide the servicing CPAC/HRO/CPO with a copy of the Decision Notification for Disability Compensation.

5-4. Medical Treatment

KN employees injured in the performance of duty will be initially referred for treatment IAW subparagraph 5-3b(2). When emergency 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 treatment/hospitalization, as determined appropriate by the U.S. medical officer who attends the case, until the injured employee is transported to a local COMWEL-recognized hospital for coverage under the ROK IACIP, if the injured employee requires medical treatment for more than three days or any of the conditions in subparagraphs 5-3b(4)(a) through (d) apply.

5-5. Benefits under the Industrial Accident Compensation Insurance Plan (IACIP)

a. All APF and NAF KN employees (including members of KSC) will be provided medical care and compensation for a work-related injury and occupational disease IAW the procedures under the IACIP. Under the IACIP, Medical Care Benefits (요양급여), Wage Replacement Benefits (휴업급여), Disability Benefits (장해급여), Nursing Benefits (간병급여), Survivors Benefits (유족급여), Injury-Disease Compensation Annuity (상병보상연금), Funeral Expenses (장의비), etc. will be paid to eligible employees or their family by the COMWEL.

b. The COMWEL will determine whether the injury, disease, disability or death of an employee is work-related and whether the employee is eligible for payment of benefits under the IACIP.

c. When more than three days' absence from work is required for medical care, the employee may opt to use sick leave or annual leave, or take LWOP. LWOP will be authorized at the employee's request, whether or not the employee has annual leave or sick leave to his/her credit. If the employee opts for annual leave or sick leave, he/she cannot receive Wage Replacement Benefits from the COMWEL until his/her approved sick leave and/or annual leave have been exhausted. No employee will be paid for use of sick leave or annual leave from USFK if they are receiving benefits from the COMWEL for their absence from work. The servicing CPAC/HRO/CPO will ensure that the employee is in a LWOP status before certifying the request for Wage Replacement Benefits. The servicing payroll office will provide the computation of the employee's average daily wage. The reportable wages are the same as the taxable income used when calculating the insurance premium for the IACIP. See detailed instructions published by the CPD.

d. Assistance and advice on procedures for the requests of benefits under the IACIP are available from the local servicing COMWEL offices. The request forms under the IACIP are available on the website at http://www.kcomwel.or.kr. The list of medical institutions recognized by the COMWEL will also be found at the same website.

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

subparagraphs 6-3c through f. 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. However, this example for payment of 8 hours' overtime pay will not be applied to employees working under the 4-10 Compressed Work Schedule (CWS) (refer to subparagraph 6-3f).

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 CPAC/HRO/CPO.

c. CHRA/HRO/CPOs will place a remark on the NPA/SF 50 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. The T&A reports will reflect actual hours worked and/or approved leave or other absence.

e. CHRA/HRO/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 (for payroll operations under a 2-week or a 4-week pay cycle) NLT Thursday preceding the end of each pay period and, for monthly pay operations, NLT two workdays before the end of the pay period.

f. Finance and Accounting offices will provide serviced CHRA/HRO/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, subparagraph 4-19c(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 hours. 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. The maximum overtime hours for fire fighters during the hours of 2200 to 0600 will not exceed 8 hours. Two hours of overtime will be granted every 2 hours during the hours of 2200 to 0600 standby time no matter how many responses are made within every 2 hours.

Example 1: If a fire fighter responded to a fire alarm and left the station at 2230 and returned at 2330, the fire fighter would be entitled to overtime payment for 2 hours. However, if the same fire fighter responded to a second fire alarm at 2400 and returned 0030, the fire fighter would not be entitled to additional 2 hours of overtime pay. Two responses to fire alarms from 2230-0030 would be entitled to 2 hours of overtime pay only.

Example 2: If a fire fighter responded to a fire alarm and left the station at 2230 and returned at 2330, the fire fighter is entitled to 2 hours of overtime pay. If the same fire fighter responded to a second fire alarm at 2400 and returned 0130, the fire fighter would be entitled to overtime payment of an additional 1 hour. However, if the fire fighter answers a subsequent alarm after 0130, the fire fighter would be entitled to a new 2 hour of guarantee.

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 the fire fighters are merely awakened by an alarm and not required to remain awake, they have not performed any duty and are not entitled to payment. They are, however, entitled to overtime payment if they are ordered to remain awake and maintain a ready status. Example: One fire truck is sent out to respond to an emergency. Because of the nature of the emergency, the other fire fighters at the station are ordered to remain awake in a ready status in case more assistance is required. The fire fighters who responded to the emergency and left the station are entitled to a minimum of 2 hours of overtime payment. The fire fighters who remained at the station on ready status between 2200 and 0600 hours but who were not required to report to duty (or fire fighters who were not required to report to the fire or to another location to provide emergency coverage) are paid a minimum of 1 hour overtime pay, but are not paid night differential. Employees assigned to telephone or floor watch are 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 CPD 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. Compressed Work Schedule (CWS). There are two conditions under the CWS: (1) the average work hours per week in each two-week work period must not exceed 40 hours, and (2) working hours in any work week must not exceed 48 hours. Participation by employees in the CWS is voluntary, but it is subject to management approval. The purpose of the CWS is to provide employees greater flexibility in scheduling their personal activities, while, at the same time, enabling managers and supervisors to meet mission objectives without incurring any additional costs to management. Supervisors and employees should recognize the increased level of responsibility to manage their workload under a CWS. The recommended compressed work schedules are the 4-10 and the 5-4/9 schedules. On the 4-10 schedules, employees work 10 hours a day for 4 days each work week, and management designates 1 day as their CWS day off during each work week. On the 5-4/9 schedule, employees work 9 hours a day for 8 days, 8 hours for 1 day, and management designates 1 day off each biweekly (2-week) work period as their CWS day off. It is recommended that the biweekly period be the same as for the existing U.S. employees' 2-week pay period. One type of CWS, e.g., 4-10 schedules or 5-4/9 schedule will be established in an organization. The CWS is a fixed schedule and the employee's daily work hours and the day off, or time off will be scheduled and approved in advance.

(1) Annual and sick leave will be charged based on the CWS daily scheduled hours (i.e., 10 hours for the 10-hour CWS workdays, 8 hours for the 8-hour CWS workdays, and 9 hours for the 9-hour CWS workdays).

(2) Overtime rates will not be paid for those CWS daily scheduled hours even though the employee actually worked more than 8 hours a day on those CWS workdays. The hours in excess of 8 hours a day will be accounted for as a CWS time earned, and the CWS time earned (or to be earned) during the given week will be paid off/offset by charging to CWS time used during the week.

(3) All hours actually worked in excess of the CWS daily scheduled hours on the CWS workdays will be paid at overtime rates.

(4) Under the 5-4/9 CWS schedule, CWS employees are paid for 40 hours vs. 36 hours during the 36-hour CWS workweek, and are paid for 40 hours vs. 44 hours during the 44-hour CWS workweek. In other words, the CWS employees are paid based on adjusted hours through CWS time earned and used (not based on actual hours). For that reason, overtime hours to be paid in excess of 44 hours a week will be determined based on adjusted hours instead of actual hours.

Example 1: An employee (whose CWS scheduled workdays for the first week are CWS day off on Monday, 9 hours each, Tuesday thru Friday, totaling 36 hours for the week) worked 8 hours on Saturday. The employee actually worked 44 hours, but should be paid 48 hours for the week. Therefore, the employee will be paid for 44 hours (the weekly threshold) at the regular rate and 4 hours (exceeding the 44 hours) at the overtime rate.

Example 2: The employee in the above example (whose CWS scheduled workdays for the second week are 8 hours on Monday, and 9 hours each Tuesday thru Friday, totaling 44 hours for the week) worked 8 hours on Saturday. The employee actually worked 52 hours, but should be paid 48 hours for the week. Therefore, the employee will be paid for 44 hours (the weekly threshold) at the regular rate and 4 hours (exceeding the 44 hours weekly threshold) at the overtime rate.

(5) When an employee works on their CWS day off, overtime rate will be paid for the actual hours worked more than 4 hours on the CWS day off, and the first 4 hours will be paid at the regular rate charging to extended workweek (EW). For example, when an employee (who is in the 4-10 schedule) worked 10 hours on his/her CWS day off, the employee will receive 6 hours at overtime rate, and 4 hours will be paid at regular rate charging to EW.

(6) Employees transferring, being reassigned or terminating their employment may be required to change to a standard tour of duty to avoid positive or negative CWS time earned balances upon the effective date of the action. Otherwise, negative CWS time earned balances will be charged to annual leave or LWOP if there is an insufficient annual leave, and the positive CWS time balances will be paid at the appropriate overtime rate.

(7) Time keeping procedures must be coordinated with the servicing payroll office prior to implementation of the CWS.

g. 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 additional hours do not exceed 12 hours a week and the 32 hours maximum is not exceeded on a recurring basis. Advance notification and employee's concurrence is required to have the employee work any additional hours. 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 3 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.

h. 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 a 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 6-3g.

i. 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; and work required during the scheduled off-duty time must be treated as overtime.

j. 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.

k. 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 as 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 providing written notice to the affected employee(s), either individually or by posting a bilingual notice 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 is to be 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 an 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 subparagraph 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. However, this example for payment of 8 hours' overtime pay will not be applied to employees working under the 4-10 CWS schedule (refer to subparagraph 6-3f).

(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. Refer to subparagraph 6-3f for payment of overtime rates for employees under the CWS schedule.

(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. One hour of compensatory time off is granted for each hour of 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 monthly or 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. An employee is not entitled to overtime payment even if the employee is unable to take compensatory time within the stated time frame because of management's needs. A supervisor or manager should not deny an employee his/her earned time off if management's denial would result in the forfeiture of compensatory time for the employee. Compensatory time taken will be accounted for on a first-in-first-out basis, i.e., the oldest compensatory time will be used first. When an employee takes compensatory time off beyond the amount of compensatory time earned, the excess hours will be charged to annual leave or LWOP if there is an insufficient annual leave balance.

d. Holidays. Official Korean holidays are listed below:

(1) 1 and 2 January (New Year).

(2) Lunar New Year (The last day of December and 1 and 2 January on the Lunar calendar).

(3) 1 March (Independence Movement Day).

(4) 1 May (Labor Day).

(5) 5 May (Children's Day).

(6) Buddha's Birthday (8 April on the Lunar calendar).

(7) 6 June (Memorial Day).

(8) 15 August (Liberation Day).

(9) Chusok (14, 15 and 16 August on the Lunar calendar).

(10) 3 October (National Foundation Day).

(11) 9 October (Hangul Day).

(12) 2nd Friday of November (KEU Foundation Day).

(13) 25 December (Christmas Day).

e. Alternate Paid Days off. Korean employees will receive alternate paid days off when the official holidays in 6-4d(2) and (9) fall on Sundays or other Korean public holidays. An alternate paid day off is also provided when the official holiday in 6-4d(5) falls on a weekend or other Korean public holiday. The alternate days off will be observed on the first non-holiday in the week. Korean employees who are required to work on alternate paid days off will be authorized payment of holiday premium.

f. 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 or CWS day off day, no substitute day is provided. Some employees may be required to work on Korean holidays. In these instances, those employees will receive regular pay for the first 8 hours of work (base pay, CAP, and other applicable allowances). In addition, the employees 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. Employees are entitled to receive pay for a holiday if an employee is in a pay status either the work day before or the work day after the holiday.

g. 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. Advanced annual leave may be granted to those employees with a

negative annual leave balance and who meet the criteria for advanced annual leave.

h. Temporary holidays. Days designated as temporary public holidays and national election days by the ROK Government will also be observed as official holidays for USFK Korean employees.

6-5. Compensatory Time Off for Travel

Compensatory time off for travel is earned by an employee for time spent in a travel status away from the employee's official duty station outside the employee's regular tour of duty when such time is not otherwise compensable under other parts of this regulation.

a. Time in travel status includes the time an employee actually spends travelling between the official duty station and a temporary duty station, or between two temporary duty stations, and the waiting time that precedes or interrupts such travel. If an employee experiences an extended waiting time between actual periods of travel during which the employee is free to rest, sleep, or otherwise use the time for his or her own purposes, the extended waiting time is not creditable as time in a travel status.

b. If an employee is required to travel directly between his or her home and a temporary duty station or transportation terminal (e.g., airport or train station) outside the limits of the employee's official duty station, the travel time is creditable as time in a travel status. However, the time the employee would have spent in normal home-to-work or work-to-home commuting must be deducted from such travel hours. If the employee travels between a worksite and a transportation terminal, the travel time outside regular working hours is creditable as time in a travel status, and no commuting time offset applies.

c. Compensatory time off is not authorized for travel time for which the employee is already being compensated, i.e., travel during normal duty day or on a holiday during hours for which employee is already being paid. Compensatory time off for travel is earned and authorized in increments of one-quarter of an hour (15 minutes).

Example: Travel to a temporary duty station on a non-workday

Travel from home to a hotel on a Sunday

0500 to 0600 hours	Drive to airport	Non-creditable travel time
0600 to 0730 hours	Wait at airport	Creditable travel time
0730 to 1730 hours	Plane departs/lands	Creditable travel time
1730 to 1830 hours	Drive to hotel	Creditable travel time

Travel from a hotel to home on the following Saturday

0630 to 0730 hours	Drive to airport	Creditable travel time
0730 to 0900 hours	Wait at airport	Creditable travel time
0900 to 1900 hours	Plane departs/lands	Creditable travel time
1900 to 2000 hours	Drive home	Non-creditable travel time

An employee's regular working hours are 0800 hours to 1700 hours, Monday through Friday and his normal commuting time is 1 hour. In total, the employee spends 27 hours traveling to and from the temporary duty station. However, the hours the employee spends on Sunday and Saturday travelling to and from the airport is considered equivalent to commuting time and is not creditable time in a travel status. In this example, the employee's compensatory time off for travel entitlement

is 25 hours. If the employee is required to travel on workdays, his regular working hours between 0800 hours to 1700 hours are compensable as part of the employee's regular working hours and are not creditable travel time. Therefore, the employee will be entitled to 7 hours of compensatory time off for travel.

d. Within five workdays after returning to the official duty station, an employee must submit USFK Form 718 (Request for Compensatory Time Off for Travel), or any other documentation acceptable to the employee's supervisor, in support of the request. The itinerary will include chronological record of specific travel information in the same time zone. Once the supervisor has approved the employee's request, the appropriate timekeeper will credit the employee with earned compensatory time off for travel.

e. An employee must request permission from his or her supervisor to schedule the use of accrued compensatory time off in increments of one-quarter of an hour. The request for use of compensatory time off will be documented on OPM Form 71 (Request for Leave or Approved Absence). Compensatory time off may be used when the employee is granted time off from his or her scheduled tour of duty established for leave purposes. Once the supervisor has approved the employee's request for use of compensatory time off for travel, the appropriate timekeeper will charge the employee for its use through normal time and attendance procedures. Compensatory time off for travel will be charged in the chronological order in which it was earned, with compensatory time off for travel earned first being charged first.

f. An employee must use accrued compensatory time off for travel by the end of the 3rd pay period (or equivalent time period for activities not on a monthly or 4 week pay period) after the pay period during which it was credited. Compensatory time is forfeited if not used within these 3 pay periods after it was credited or if the employee transfers to another organization or is separated from employment. When an employee takes compensatory time off for travel beyond the amount of compensatory time earned, the excess hours will be charged to annual leave or LWOP if there is an insufficient annual leave balance. Under no circumstances may an employee receive payment for unused compensatory time off for travel.

6-6. 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.

6-7. 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 6-7a apply.

6-8. 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.

6-9. 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 in a uniform and equitable manner. In granting leave, both management needs and the welfare and desires of the employee 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) Solicit and 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 for permanent employees or any unused annual leave for reappointed retirees 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 by documenting a request on an OPM Form 71 (Request for Leave or Approved Absence) 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 accrued annual leave in excess of 360 hours to prevent loss of leave upon separation.

c. The servicing finance office will:

(1) Maintain leave records of all employees.

(2) Provide employees with a leave and earnings statement each payday. The leave and earnings 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 if not taken 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 CHRA/HRO/CPO 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 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 and NAF. 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 (annual or sick leave) accumulated during USFK direct employment is not transferable when changing from or to USFK invited contractor status. Annual and sick leave balances will be liquidated at the time of the 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.

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 when enforced leave may be required include intoxication, reporting without prescribed tools or safety equipment, and becoming ill. In this case, the employee may be placed on enforced leave for the remainder of the day's tour of duty and the enforced leave will be charged to the employee's annual leave, sick leave, or LWOP, as appropriate. Supervisors must fully document any enforced leave in the supervisor's employee work folders. Employees may review the contents of their work folder upon request.

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 CPAC/HRO/CPO concurs, the employee is given a written notice and placed on enforced leave. (See Chapter 12 for additional information.) However, if the 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 employees, including employees under trial period and 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 105 hours of annual leave is earned per calendar year. See table 7-1 for monthly earning hours.

(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 161 hours of annual leave is earned per calendar year. See table 7-1 for monthly earning hours.

(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 209 hours of annual leave is earned per calendar year. See table 7-1 for monthly earning hours.

Table 7-1
Annual Leave Accrual Schedule

MONTH	CATEGORY A* (HOURS)	CATEGORY B (HOURS)	CATEGORY C (HOURS)
January	9	14	18
February	8	13	16
March	9	14	18
April	8	13	16
May	9	14	18
June	9	13	18
July	9	14	18
August	9	14	18
September	8	13	16
October	9	14	18
November	8	13	16
December	10	12	19
TOTAL	105	161	209

* Apply for sick leave also.

An employee who is separated before completing a full month's service but who has completed at least 28 days of service will accrue the leave hours assigned to that month.

(2) The SCD for crediting annual leave will be the same as the SCD for RIF.

(3) 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 retiree begins accruing leave at the beginning of the next full pay period.

(4) Part-time employees earn prorated annual leave according to their length of service period specified in subparagraph 7-5a(1) above. Part-time employees with less than 8 years of service earn 1 hour for each 20 hours in a pay status in any pay period. Part-time employees with 8 years or more but less than 15 years of service earn 1.5 hours for each 20 hours, and part-time employees with 15 or more years of service earn 2 hours for each 20 hours. 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 the full amount of normal leave accrual depending upon the leave accrual category 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 the 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 CPAC/HRO/CPO. The request for approval will be submitted through supervisory channels to the servicing CPAC/HRO/CPO. The approval will be forwarded to reach the servicing payroll office within 25 calendar days after the end of the leave year. 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 CPAC/HRO/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 be in annual leave category C 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 unused scheduled annual leave that is subject to forfeiture must be obtained from major subordinate commanders, activity commanders, and staff principals who report directly to the component commander. Major subordinate commanders may delegate this authority to commanders or staff principals who report directly to them. This delegation will be done in writing and no further delegation is authorized. The request for approval will be submitted through supervisory channels and through the servicing CPAC/HRO/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 remainder of the current leave year. The approval will be forwarded to reach the servicing payroll office within 25 calendar days after the end of the 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.

(4) Reappointed retirees are not entitled to payment for unused annual leave.

f. Leave request. Requests for leave normally should be made at least 2 work days 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 1 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 the 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 of the previous day, if the employee will 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. Management may require that annual leave be taken when an installation or office is closed on those days. Notification of installation closure must be made NLT the end of the work shift of the previous day, if the employee will be required to use annual leave.

h. Annual leave charges. Annual leave is charged and recorded on a quarter-hour basis IAW the scheduled daily tour. Examples are; for an employee whose scheduled daily tour of duty is 8 hours a day, the 8 hours will be charged when the employee takes leave during the whole day; and for an employee whose scheduled daily tour of duty is 10 hours a day, the 10 hours will be charged. 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 a quarter hour. Absences of less than a quarter 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 laws will be paid a lump-sum payment for all accumulated annual leave up to a maximum of 360 hours, to the employee's credit. Reappointed retirees do not receive lump-sum payments for unused annual leave at the end of the appointment. All annual leave not used prior to the termination or separation is lost.

j. Leave year. The leave year begins with the first day of the first full pay period beginning in January.

k. Advanced annual leave. Employees including reappointed retirees, who have completed a trial period or who have completed a full 1 year of service or a total of 2,080 hours of service may be granted a reasonable amount of advanced annual leave. The employee's supervisor may approve advanced annual leave up to the amount of leave the employee will earn by the anticipated separation date, or the NTE date of the appointment, or up to the amount of leave the employee may earn during a year according to the employee's leave category, e.g., up to 105 hours for category A employees, if an anticipated separation date is unknown. A request for advanced annual leave will be documented on an OPM Form 71 (Request for Leave or Approved Absence). Prior to granting advanced annual leave, supervisors must ensure that there is a reasonable expectation that the employee will be able to reimburse the amount of advanced annual leave if separation or termination occurs before liquidation of the advanced leave credit. If separation or termination occurs prior to liquidation of the advanced leave credit, the remaining balance will be recovered by an offset against final compensation and severance pay.

7-6. Sick Leave

a. Accrual. Full-time employees will earn 8 hours of sick leave upon completion of each complete 4-week pay period. Employees on 2-week pay periods earn 4 hours per pay period. A total of 105 hours per calendar year is earned. Part-time employees earn 1 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. See table 7-1 for monthly earning hours.

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 except as provided in subparagraph 7-6e(5).

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 a portion of that period. The employee must still be on the rolls at the time of correction and must have had the credited sick 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 or advanced annual leave is granted under subparagraph 7-6g or 7-5k. No sick leave will be granted during a period of enforced leave under subparagraph 7-4b.

(2) Supervisors may require that sick leave of more than 3 continuous workdays be supported by a medical certificate that states that an employee has been incapacitated from performing 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.

(3) Ordinarily a medical certificate is not required for absences of 3 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. If charged to AWOL, disciplinary action may be taken, when appropriate. 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 diagnoses, that of the U.S. medical officer will prevail. CPAC/HRO/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 or who has completed a full 1 year of service or a total of 2,080 hours of service 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 advanced 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 recovered by a charge against available annual leave or by an offset against final compensation and severance pay.

h. Partial accrual for a fractional period will not be authorized for employees reappointed after reaching age 60. The reappointed retiree begins accruing leave at the beginning of the next full pay period.

i. Employees may use sick leave for care of immediate family members, limited to spouse, child, parents, or spouse's parents, for the same reasons and in the same manner authorized for use by the employee with following limitation: (1) an employee may use up to 13 workdays a year, and (2) management may authorize advanced sick leave up to 5 workdays a year.

7-7. Maternity Leave for Childbirth, Miscarriage, and Stillbirth

a. Permanent and temporary employees are eligible for maternity leave. To be eligible for payment from the Korean Employment Insurance Funds, ROK Government, an employee must have been enrolled for a minimum of 180 days in the ROK EIP.

b. Childbirth.

(1) Employees are authorized a total of 90 calendar days (120 days when pregnant with twins or more) in connection with childbirth. Divided use of maternity leave is authorized for employees who are at risk of miscarriages during any time of the pregnancy. In all cases, employees will be authorized 45 days or more of the 90-day maternity leave (60 days or more of the 120 days when pregnant with twins or more) after childbirth. Of the 90-day maternity leave (120 days when pregnant with twins or more), the first 60 days (75 days when pregnant with twins or more) of maternity leave will be with pay and the remaining 30 days (45 days when pregnant with twins or more) will be leave without pay. The employer will pay the employee at the non-overtime rate for the number of hours in their normally scheduled tour of duty for the first 60 days (75 days when pregnant with twins or more) of maternity leave. The Korean Employment Insurance Funds will compensate the employee for the remaining 30 or 45 days of maternity leave.

(a) Employees requesting payment of the remaining 30 days (45 days when pregnant with twins or more) of maternity leave by the Korean Employment Insurance Funds must obtain a copy of Certificate of Maternity Leave (출산전후 휴가 확인서) from the servicing CPAC/HRO/CPO, prepare a Request for Payment of Maternity Leave (출산전후 휴가 급여 신청서), and submit the documents to the servicing Employment Center, ROK Government, for payment within 12 months after the end of maternity leave. These forms are available on the website at http://www.work.go.kr.

(b) Employees may opt to take maternity leave without pay by the employer or use annual leave during the period of the remaining 30 calendar days of the 90-day maternity leave period (45 days of the 120-day when pregnant with twins or more). The maternity leave without pay will be authorized whether or not the employee has annual leave credited.

(2) No portion of the employee's annual leave or sick leave will be charged against the first 60 days (75 days when pregnant with twins or more) of the maternity leave authorized; however, absences related to childbirth that occur before or after the first 60 days (75 days when pregnant with twins or more) maternity leave period will be charged to annual leave or maternity leave without pay, as appropriate.

(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 or within 3 months after childbirth, whichever occurs first, the employee will furnish a physician's certificate establishing the date of birth 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 commences. Pregnant employees will not be assigned overtime work.

d. Miscarriage or stillbirth.

(1) An employee who has a miscarriage or stillbirth may submit a request for maternity leave to the supervisor. A physician's certificate indicating the date the miscarriage or stillbirth occurred and the period of pregnancy must accompany the request. The following days of maternity leave will be granted to the employee:

(a) When the miscarriage or stillbirth occurred within 11 weeks of the pregnancy, 5 days of maternity leave from the date of miscarriage or stillbirth.

(b) When the miscarriage or stillbirth occurred within 12 weeks and 15 weeks of the pregnancy, 10 days of maternity leave from the date of miscarriage or stillbirth.

(c) When the miscarriage or stillbirth occurred between 16 weeks and 21 weeks of the pregnancy, 30 days of maternity leave from the date of miscarriage or stillbirth.

(d) When the miscarriage or stillbirth occurred between 22 weeks and 27 weeks of the pregnancy, 60 days of maternity leave from the date of miscarriage or stillbirth.

(e) When the miscarriage or stillbirth occurred on or after 28 weeks of the pregnancy, 90 days of maternity leave from the date of miscarriage or stillbirth.

(2) Up to 60 days of maternity leave will be with pay and the remaining 30 days of maternity leave will be leave without pay. The employer will pay the employee at the non-overtime rate for the number of hours in their normally scheduled tour of duty for up to the 60 days of maternity leave. The Korean Employment Insurance Funds will compensate the employee for the remaining 30 days of maternity leave if the employee takes 90 days of maternity leave. See subparagraph 7-7b for procedures for requesting payment from the Korean Employment Insurance Funds and use of annual leave or maternity leave without pay during the period of the remaining 30 calendar days of the 90-day maternity leave.

e. An employee may not be terminated while on maternity leave and within 30 days after the maternity leave; however, an employee on maternity leave will be subject to normal TOF or RIF rules and procedures. The effective date for a RIF separation will not be set during the period of maternity leave or within 30 days after the maternity leave except for the case of closure of base/organization the employee belongs to.

f. The 30-day (45 days when pregnant with twins or more) maternity leave without pay during the maternity leave period will be included in the employee's total creditable services and will be creditable toward sick leave, annual leave, step increase, and bonus/severance pay.

g. An employee will not be permitted to work overtime more than 2 hours a day, 6 hours a week, or 150 hours during the first year after childbirth.

7-8. Unpaid Absences

a. Leave without pay (LWOP).

(1) LWOP is a temporary nonpay status and absence from duty normally 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 by management in cases of installation or office closure because of lack of work or funds, field problems, practice alerts, or other reasons, and only if the employee has no annual leave available. Exceptions are that LWOP may be granted to an employee whether or not the employee has annual leave available, if the employee requests LWOP for use during the period of childcare leave or maternity leave, or during the period when the employee receives compensation for the loss of pay under the ROK IACIP.

(2) 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. Third level supervisors, organizational heads, commanders or equivalent management officials have the authority to grant LWOP. As a basic condition for approval, there must be a reasonable expectation that the employee will return to duty, and that, 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.

(a) Increased job ability. The employee may be carried in LWOP status for a period of 1 year, if the employee requests to attend or participate in educational programs not funded by the US Government and the educational programs are expected to result in increased job ability in the best interests of the US Government.

(b) Protection or improvement of employee's health. The employee may be carried in LWOP status not to exceed a maximum of 1 year, if the employee submits a medical certificate to support his/her health needs.

(c) Retention of a desirable employee. The employee may be carried in LWOP status for up to 1 year, if the employee is in a professional, technical, administrative or other position that is considered hard to fill.

(d) Support for family caring leave. The employee may be carried in LWOP status for up to 90 days per year for care of immediate family members, i.e., spouse, child, parents, or spouse's parents. An employee must submit a request at least 30 days before LWOP is to begin. The minimum period of LWOP for care of immediate family members will be 30 days.

(e) Requests for LWOP for reasons and periods other than those specified in subparagraphs 7-8a(2)(a) through (d) above will require an approval of the CPD, USFK.

(f) An RPA/SF 52 with a copy of approval of LWOP will be submitted to the servicing CHRA/HRO/CPO indicating the reason and period of LWOP at least 5 workdays prior to the effective date of LWOP.

(g) An RPA/SF 52 will also be submitted to the servicing CHRA/HRO/CPO to return the employee to duty upon termination of LWOP.

(3) Where an employee's illness is diagnosed as requiring prolonged medical attention (for example, tuberculosis or major surgery), and upon exhaustion 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 1 year from the date the illness was discovered. This 1 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 a leave status, particularly if the LWOP status is expected to exceed 6 months.

(4) LWOP for more than 6 months during a severance computation period is not creditable toward a severance pay computation. Periods in LWOP status due to job-related disability and childcare leave are creditable for severance pay purposes as if the employee had received wages during those times.

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 on childcare leave or when the employee was receiving compensation for the period of LWOP under an approved workers' compensation claim (e.g., ROK IACIP, OWCP or NAF Employers Self-Insurance Service) due to a disability resulting from a job-connected injury or disease. The servicing CHRA/HRO/CPO will process NPA/SF 50 to document changes in employee SCDs using quarterly reports received from servicing finance offices. (See subparagraph 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 a decision has been made to close a facility or installation because of an event such as a flood, typhoon, fire, blizzard, or other disaster, an employee who is scheduled for duty in the closed facility or installation may be excused from duty without charge to leave or loss of pay for the period of time the employee was scheduled to be on duty, up to a maximum of one day of closure. For a closure that exceeds one day, the employee's scheduled time for the remaining days will be charged to leave or leave without pay.

(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 end of their previous shift. 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 1 workday) without charge to leave or loss of pay.

(3) When employees are prevented from working due to an unscheduled alert and/or due to increased Force Protection Condition (FPCON) levels, they may be granted administrative leave for the first day if advance notification, as discussed in subparagraph 7-9a(2), was not possible. If the alert extends past the first day, all time thereafter will be charged to annual leave or LWOP.

(4) When an Executive Order is issued to close all executive branch departments and agencies of the Federal Government and excuse their employees from duty, KN employees may be excused from duty without charge to leave or loss of pay as authorized in DOD 1400.25, Volume 1261. If the holiday is designated as a U.S. only holiday by the terms of the Executive Order, KN employees who are required to work will be paid at straight time rates as specified in subparagraph 6-4f.

(5) An employee with previously granted leave for all or part of the time of the closing occurrence, including temporarily designated U.S. holidays, will be charged with the same type and amount of leave.

(6) An 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 they will be notified of that status and the requirement to report for duty when they accept the position. If after notification, the employee fails to report for duty, the absence will be charged as AWOL if there is no acceptable 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 disruption of transportation infrastructure (for example, bridges or roads), the employees may be excused without charge to leave or loss of pay for 1 hour. Periods of more than 1 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. Up to 8 hours of excused absence will be authorized per examination for employees to obtain the necessary annual/biennial health promotion examination under the ROK NHIP if the examination is performed at off post Korean medical facilities.

(3) Personnel office services. Absences from duty to use CPAC/HRO/CPO services when the supervisor concurs in the timing of an employee's request to use such services. This includes employees reporting to the CPAC/HRO/CPO in another area for job interviews and for placement consideration after personal interviews have been officially requested by management.

(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 as a 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.

(7) Permanent Change of Duty Station (PCS). Employees will be authorized up to 24 hours of administrative leave when they relocate to different commuting areas at the direction of management to include RIF or TOF. Employees will be able to make personal arrangements directly related to their relocation that cannot be performed outside the regular working hours. The administrative leave may be granted before and/or after the PCS effective date. Normally, the request will be submitted within 90 days from the PCS effective date before a claim for relocation allowance is submitted to the servicing CPAC/HRO/CPO. Management officials can use discretion to approve if requests are made outside of this time limitation but directly associated with the employee's PCS.

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 1 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 their 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 CPAC/HRO/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 exceeding the period of 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 OPM Form 71 as "other paid absence" and indicate it is for conduct of union-management business. The total official time used by the KEU officials will be recorded as "union member leave" on the employees' time and attendance reports.

g. Absence for Jury Duty. Employees will be excused from duty without charge to leave or loss of pay to perform jury duty in the ROK criminal court trials as stipulated in the appropriate ROK Law.

(1) Employees requesting excused absence for jury duty will provide a copy of court summons or official request to the supervisor. When the employees return to duty, an official

written evidence of attendance in court will be provided to the supervisor.

(2) If employees are excused early from jury duty, they should contact the supervisor for a determination of their work status for the remainder of the work day. Employees are required to return to work, unless the supervisor determines that employee's return would be impractical.

h. Absence for Pregnancy. Employees will be excused from duty for two hours each day without charge to leave or loss of pay until they reach 12 weeks of pregnancy and after reaching 36 weeks of pregnancy.

(1) Employees requesting excused absence for pregnancy will provide a physician's certificate indicating the length of pregnancy by weeks and expected date of delivery. Requests will be submitted at least three workdays in advance.

(2) If the employees' scheduled working hours are less than eight hours per day, a supervisor will allow the employees' excused absence so that the employees will work six hours per day. Employees working six hours or less per day will not request excused absence for this reason.

7-10. Paid Days Off for Family Events

a. Employees will 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:

MARRIAGE	PAID DAYS OFF
Employee	6
Children	2
Siblings	1
Spouse's siblings	1

BIRTHDAY	PAID DAYS OFF
Childbirth (Husband)	3
Parents' 60th birthday	2
Spouse's parents' 60th birthday	2
Parents' 70th birthday	1
Spouse's parents' 70th birthday	1

DEATH	PAID DAYS OFF
Parents	6
Spouse	7
Children	5
Spouse's parents	6
Grandparents	3
Spouse's grandparents	2
Siblings	3
Spouse's siblings	2
Siblings' spouse	2

Parents' siblings	1
Parents' siblings' spouse	1

***Note*:** The number of days indicated above is based upon a regular tour of duty. The days and hours of a regular tour of duty will consist of 8 hours per day and 5 days per week. Employees on other than a regular tour of duty will be authorized the equivalent number of work hours calculated from the number of paid days off indicated above. The paid days off for family events will be continuous workdays except for employees on special tours of duty. An alternate paid day off will be authorized when a family event falls on a designated paid holiday or normally scheduled day off. Prior supervisory approval is required for all cases except when the absence is due to the death of a family member. If absence is due to the death of a family member, the employee will notify the immediate supervisor as soon as possible.

b. Supervisors will record absences for family events in the supervisor's employee work folder. An OPM Form 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 all USFK Korean employees regardless of types of appointment to include temporary and part-time employees who have completed their trial employment period or who have completed a full 1 year of service or a total of 2,080 hours of service. Intermittent employees are excluded from this program. This program does not apply to employees who are entitled to "Termination - Disability".

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. MWR activities under a single fund management will be treated as a single fund as well as the Army Lodging fund activities, even if the servicing CPACs are different.

(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) 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 the requirements of the VLTP. If the application is determined to be appropriate, the supervisor will forward it to the servicing CPAC/HRO/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 re-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 the medical reason for the employee's absence. The physician's statement must be translated into English if it is written in Korean. 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/HRO/CPO will ensure that the application meets all requirements. The CPAC/HRO/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/HRO/CPO will return the application to the employee with the reason for the return through the supervisor.

(5) The need for donors will be publicized by the servicing CPAC/HRO/CPO for eligible employees to donate their annual leave to the employee requesting the leave transfer. A leave donor may donate leave only after the CPAC/HRO/CPO publicizes the need for donors. See subparagraph 7-11k(6).

(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) will be used by employees who wish to donate annual leave to a leave recipient. The request will be submitted to the servicing CPAC/HRO/CPO.

(2) The CPAC/HRO/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/HRO/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 for whom no leave was donated or the donated leave was insufficient. The servicing payroll office will maintain and control the unused donated leave deposited into the leave bank.

d. Reconsideration. When an employee fails to informally resolve a concern regarding a VLTP 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 1 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/HRO/CPO, for notification to the payroll office when an approved leave recipient's medical emergency terminates and whether or not the recipient has returned 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.

k. Leave Bank.

(1) The Chief of the Korean employees pay function for the service component will be the administrator of the Leave Bank for the serviced activities.

(2) Annual leave withdrawn from the Leave Bank (hereinafter called Leave Bank hours) will be provided to an authorized leave recipient after the recipient's sick leave, annual leave, and all donated annual leave have been exhausted and the recipient's medical emergency is ongoing. Leave Bank hours will automatically be granted to an authorized leave recipient based on the date that the recipient would be in a LWOP status. During each pay period, Leave Bank hours will be granted in a manner that minimizes a leave recipient's LWOP to the extent possible if leave in the Leave Bank is available for use.

(3) Use of leave in the Leave Bank is granted only after the servicing CPAC/HRO/CPO publicizes the need for donors to donate leave for the employee who has the need for donated leave and leave donated is insufficient to meet the medical emergency.

(4) Each grant of Leave Bank hours will not exceed the number of scheduled work hours for an employee for that pay period. The total Leave Bank hours granted to an employee for any one medical emergency will not exceed 420 hours.

(5) Should two employees have need for use of leave hours from the Leave Bank at the same time and the leave balance is not sufficient to cover the need, the available leave hours in the Leave Bank will be shared by the employees jointly.

(6) The servicing CPAC/HRO/CPO will continue to publicize the need for donors until an employee's need for leave donations has been met or until the employee's medical emergency is over. Ten working days after the end of a pay period, the Leave Bank administrator will provide the servicing CPAC/HRO/CPO a list of authorized leave recipients with the number of LWOP hours and Leave Bank hours granted. An employee may not donate annual leave for deposit into the Leave Bank any time at the leave donor's choosing.

(7) The number of Leave Bank hours granted may never exceed the number of leave hours available for use in the Leave Bank.

(8) Leave Bank hours granted to an employee but not used by the employee will be returned to the Leave Bank. This would apply in the case of an employee's death or recovery from the medical emergency.

(9) Unused donated annual leave remaining in the Leave Bank at the end of a leave year will be carried over to the next leave year.

(10) The approval and use of leave withdrawn from the Leave Bank will be subject to other conditions and requirements imposed by paragraph 7-11.

7-12. Childcare Leave

a. An employee with a child who is 8 years of age or less, or in second grade or lower in

elementary school is eligible for childcare leave . The use of childcare leave will be compensated by the ROK Government. The employer will not pay any portion of the childcare leave. To be eligible for compensation from the Korean Employment Insurance Funds, ROK Government, an employee must have been employed 1 year or more and enrolled for a minimum of 180 days in the ROK EIP and management must have approved 30 days or more of childcare leave.

b. An employee whose spouse is also on childcare leave to take care of the same child is not eligible for payment. Payment will be made for every 30 days of leave taken from the beginning of childcare leave. An employee who is on childcare leave less than 30 days is not eligible for payment except if the remaining days of childcare leave are 16 days or more. If the remaining days are less than 16 days, payment will not be made.

c. An employee with a child who is 8 years of age or less, or in second grade or lower in elementary school is authorized to use childcare leave to take care of his/her child whether by birth or by adoption. The period of childcare leave will not exceed 1 year. The predetermined temporary appointment will be extended to include the period of childcare leave for temporary employees.

d. An employee must provide a notice of his or her intent to take childcare leave at least 30 days before leave is to begin, or in emergencies, as soon as practicable. A physician's certificate indicating the expected date of delivery must accompany the request of a male employee. An employee may request childcare leave using OPM Form 71.

e. The supervisor will initiate an RPA/SF 52 for childcare leave without pay for an employee who requests childcare leave for 30 days or more and will submit it to the CHRA/HRO/CPO not later than 2 weeks prior to the beginning of the childcare leave. A copy of the NPA/SF 50 will be provided to the employee.

f. The supervisor will submit an RPA/SF 52 to the CHRA/HRO/CPO to return the employee from childcare leave to the position last held when childcare leave was approved, within 3 workdays after the end of the childcare leave. A copy of the NPA/SF 50 will be provided to the employee.

g. An employee requesting payment of childcare leave by the Korean Employment Insurance Funds will obtain a copy of completed Certificate of Childcare Leave (육아휴직확인서) from the servicing CPAC/HRO/CPO, and prepare a copy of Request for Employment Insurance Payment of Childcare Leave (고용보험육아휴직급여신청서). The documents will be submitted to the servicing Employment Security Center, ROK Government, for payment of childcare leave. These forms are available on the website at http://www.work.go.kr. The servicing CPAC/HRO/CPO is responsible for completing the Certificate of Childcare Leave and for issuing a completed copy to the employee.

h. An employee may opt to take either childcare leave without pay or use annual leave during the period of childcare. Childcare leave without pay will be authorized at the employee's request, whether or not the employee has annual leave to his/her credit. If the employee opts for annual leave, he/she cannot receive payment of childcare leave from the ROK Government until his/her approved annual leave has been exhausted. No employee will be paid for use of annual leave from USFK if they are receiving benefits for childcare leave from the ROK Government.

i. Employees may submit requests for monthly payment of childcare leave on a monthly basis after 30 days from the beginning of childcare leave or lump sum payment within 12 months after the end of the childcare leave. If employees choose to request monthly payments, employees

must submit requests for monthly payment of childcare leave within the end of the following month after the end of the childcare leave month used.

j. The period of childcare leave without pay will be included in the employee's total creditable service for RIF and severance pay purposes and for crediting service for the appropriate annual leave category. Annual leave and sick leave accruals, bonus computation, and step increase during the period of childcare leave without pay will be administered in the same manner as for nonpay status as specified by the applicable provisions of this regulation.

k. An employee meeting the eligibility requirements for childcare leave as prescribed in subparagraph 7-12a above will have part-time childcare leave, if approved by the supervisor, and the working hours will be between 15 and 30 hours a week. The period of part-time childcare leave will not exceed one year.

l. If the request for part-time childcare leave is not approved by the supervisor, the employee will receive a written notice explaining why part-time childcare leave could not be provided. Furthermore, the supervisor is required to consult with the employee on other plausible ways of strengthening childcare support.

m. An employee on part-time childcare leave will not be requested to work extended hours beyond the prearranged hours of part-time work. However, with the employee's explicit request, the supervisor may have the employee work extended hours not to exceed 12 hours a week.

n. Procedures applicable to part-time permanent status employees will apply to employees on part-time childcare leave for purposes of annual leave and sick leave accruals, pay computations, and within grade step increase during the period of part-time childcare leave.

o. An employee may divide the period of childcare leave into different forms as long as the total period of childcare leave does not exceed one year. Possible forms of childcare leave employees may take are:

(1) Continuous use of full-time childcare leave for the total leave period.

(2) Continuous use of part-time childcare leave for the total leave period.

(3) Divided use of one-year full-time childcare leave with a period of full-time work between the two periods of full-time childcare leave.

(4) Divided use of one-year part-time childcare leave with a period of full-time work between the two periods of part-time childcare leave.

(5) A period of full-time childcare leave with a period of part-time childcare leave for the total of one year leave period; or have a period of full-time work between the periods of full-time childcare leave and part-time childcare leave.

p. The ROK Government will pay an employment subsidy to the employer for retention of an employee on the employment rolls during the employee's full-time and part-time childcare leave. An employer who authorizes full-time and part-time childcare leave for an employee for 30 days or more and retains the employee on the payrolls for 30 days or more after the end of childcare leave is eligible for the subsidy. In case a substitute worker is employed to replace the employee on childcare leave, an additional monthly subsidy is provided during the period of the employee's full-time or part-time childcare leave.

q. The supervisor is responsible for obtaining the following forms at the end of an employee's childcare leave and for forwarding them to the servicing CPAC/HRO/CPO. The servicing CPAC/HRO/CPO will then forward the forms to the servicing payroll office for payment of the employment subsidy:

(1) A copy of the NPA/SF 50, indicating full-time or part-time childcare leave.

(2) A copy of the NPA/SF 50, indicating return of the employee to the position last held when the employee was approved for childcare leave.

(3) A copy of the replacement worker's NPA/SF 50, if applicable.

r. The servicing Korean payroll office of each component service will prepare the following documents and submit them with the forms shown in subparagraph 7-12q above to the Employment Security Center, ROK Government, for payment of the employment subsidy:

(1) A copy of the Request for Payment of Subsidy for Childcare Leave and Replacement Workforce (고용보험 육아휴직장려금(대체인력채용장려금)신청서).

(2) A copy of an earnings and leave statement for an employee after the employee's return to duty, indicating 30 days on the payroll.

(3) A copy of an earnings and leave statement for an employee after the employee's child birth, indicating the period of maternity leave with pay.

(4) A copy of a monthly earnings and leave statement for a replacement worker, if applicable.

Note: The forms must be submitted no later than the end of the following quarter after the quarter in which childcare leave ends.

s. An employee will not be terminated during the period of full-time or part-time childcare leave or given unfavorable treatment for the sole reason of taking childcare leave; however, an employee on full-time or part-time childcare leave will be subject to normal TOF or RIF rules and procedures. The effective date for a RIF separation will not be set during the period of full-time childcare leave except for the case of closure of base/organization the employee belongs to.

t. Days are defined as calendar days unless indicated otherwise.

Chapter 8
Pay Administration

8-1. General
This chapter establishes requirements and procedures governing pay administration.

8-2. Definitions

a. **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 allowances, premiums, or other fringe benefits. For employees on saved pay, it is the amount of salary or wages without CAP and other

allowances, premiums, or fringe benefits.

b. **Consolidated Allowance Payment (CAP)** - the amount of payment which represents a consolidation of a variety of allowances provided by companies in the private sector. The amount of CAP is set for each grade.

c. **Combined rate** - the combined amount of base pay plus CAP.

d. **Highest Previous Rate (HPR)** - the current basic pay rate for the highest grade and step previously held for one consecutive year.

e. **Hourly Total Pay** - the combined total amount of hourly base pay, CAP, benefits allowance, allowance for payments-in-kind, and bonus.

f. **Regular hours for pay administration** - the normally scheduled work hours per pay period exclusive of overtime hours. For employees on special tours of duty, hours do not exceed 224 hours per 4-week pay period, or 56 hours per week. For other employees, hours do not exceed 44 hours per week.

g. **Saved pay (also called pay retention)** - the hourly total pay held by an employee immediately before being involuntarily changed to lower grade without personal cause, applied when the hourly total pay held by an employee before the CLG exceeds the hourly total pay 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 C.

8-4. Setting Pay Rates

a. Upon initial employment or reemployment, only basic pay rates 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), other than those employees in subparagraphs 8-4c or 8-4d, will have their pay rate set at a rate closest to, but not more than, the 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 exist. 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 CHRA/HRO/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 with 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. Employees reemployed following an honorable discharge from the ROK Armed Forces IAW subparagraph 2-11c(1) or employees reemployed after involuntary separation due to work-related injury or occupational disease IAW subparagraph 2-11c(2) will be granted the same step of the grade held at the time of separation (e.g., highest previous rate). If no vacancy exists or develops in their former competitive area within the period specified in subparagraph 2-11c(1)(b) or subparagraph 2-11c(2)(b), RIF procedures will be followed, in which case the pay will be set IAW subparagraph 8-4i(1).

e. Change in employment status.

(1) When employment status is changed, on a voluntary or involuntary basis, between APF and NAF, between one component and another, 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 between APF and NAF, between one component and another, or between invited contractor and direct hire, employees will be paid their current rate (i.e., hourly total pay), NTE the hourly total pay at the top step of the grade to which appointed. When the current hourly total pay 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, in which case the pay will be set IAW subparagraph 8-4i(2).

(3) When a change in employment status results in a promotion action, the provisions of subparagraph 8-4g will be followed.

(4) When employment status is changed on an involuntary basis such as by RIF or TOF, the pay fixing provisions of subparagraph 8-4i(1) will be followed.

(5) When reappointing a retiree, 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.

f. 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 basic pay rate prior to the reassignment falls between two steps of the grade of the position to which reassigned in the other schedule, at the higher of the two steps.

g. 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 basic pay rate prior to the promotion by an amount equal to two full steps of the grade from which promoted. When this amount (the basic pay rate at two steps above the employee's current 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 hourly total pay is equal to the hourly total pay at two steps above the employee's step held in the former grade. If the hourly total pay at two steps above the employee's step held in the former grade falls between the hourly total pay rates of two steps in the new grade, the higher of the two steps will be used to establish the pay rate. Employees who are <u>not on saved pay</u> who are promoted to a higher grade than the current grade will have their pay set IAW these procedures.

h. Promotion of employees on saved pay. When an employee is promoted while receiving saved pay (subparagraphs 8-4i(1)(c) and (d)), the employee's step will be set in accordance with the promotion rule in subparagraph 8-4g as if the employee were at the top step of the current grade, or at the lowest step of the higher grade of which the hourly total pay equals or exceeds the employee's saved pay rate, whichever is higher. If the employee's saved pay rate exceeds the hourly total pay at the top step of the grade to which promoted, the employee will receive the saved pay rate.

i. Change to Lower Grade (CLG).

(1) When an employee's position is CLG due to grade change of benchmark jobs, revised classification criteria, correction of a classification error, mandatory placement, or RIF, the following provisions apply:

(a) Pay fixing determinations will be based on the hourly total pay.

(b) If the current hourly total pay (the rate received before the CLG) falls within the pay range of the lower graded position, the employee's pay will be set at a step where the hourly total pay equals the current hourly total pay. If the current hourly total pay falls between the hourly total pay rates of two steps of the lower grade, the higher of the two steps will be used to establish the pay rate.

(c) If the current hourly total pay exceeds the pay range of the lower graded position, the employee's current hourly total pay will be saved provided the following criterion is met: The employee must have served continuously for one year immediately preceding the CLG in a permanent position or positions in which the current hourly total pay(s) is (are) greater than the hourly total pay at the top step 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 top step of the lower grade position. The rate saved will be the one earned immediately preceding the CLG.

(d) Saved pay rate will be terminated when the hourly total pay is overtaken by that of the top step in a newly authorized wage schedule, upon a break in service of more than three workdays, upon a CLG or reassignment for personal cause or at the employee's request, or when the employee is promoted to a position with an hourly total pay that is higher than the saved pay rate.

(e) 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 hourly total pay, not to exceed the hourly total pay of the top step of the position to which assigned. If the current hourly total pay falls between the hourly total pay rates of two steps of the lower grade, the higher of the two steps will be used to establish the pay rate.

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

(a) If the position the employee held prior to CLG was the only position the employee has ever held, pay will be set at step one of the lower grade.

(b) For employees who were promoted to the position from a lower graded position prior to CLG, pay will be set at the step last held prior to the promotion. If the demotion is to a lower grade than the grade from which promoted, pay will be set at the step where the hourly total pay is closest to, but does not exceed, the current hourly total pay at the grade and step last held prior to promotion.

(3) If CLG resulted from an employee's voluntary response to a vacancy announcement, pay will be fixed at the hourly total pay closest to, but not in excess of, the current hourly total pay or the hourly total pay at the top step of the new grade. This includes a CLG at personal request, provided the employee is not under a warning notice for poor performance.

(4) Employees who apply for lower graded positions after notification that they are subject to RIF are not to be considered voluntary applicants. The procedures as described in subparagraphs 8-4i(1)(a) through (e) will apply.

(5) Employees placed in lower graded positions due to physical limitations are eligible for saved pay rates as described in subparagraphs 8-4i(1)(a) through (e).

(6) Employees placed in lower graded positions due to additional job qualifications imposed by management are eligible for saved pay rates as described in subparagraphs 8-4i(1)(a) through (e).

(7) Employees receiving saved pay who are subsequently placed in lower graded positions will receive their saved pay. Subparagraphs 8-4i(1)(d) and (e) will be applied to these employees.

(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.

j. 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 NPA/SF 50: "Employee completed all eligibility requirements for a step increase on _____(Date)_____."

k. Review of pay entitlement. Requests from employees for review of pay entitlement determinations must be submitted to the servicing CHRA/HRO/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. For specific jobs based on recruiting difficulties and local pay practice, advanced in-hiring rates may be established at any step rate. These advanced in-hiring rates must be approved by the joint services. Requests for establishment of advanced in-hiring rates will be submitted to HQ USFK, CPD, ATTN: FKCP, Unit #15237, APO AP 96205-5237.

b. When an applicant's qualifications are materially higher than minimum requirements (experience and/or training) for the job and are directly pertinent to the job requirements, advanced in-hiring rates may be set for the applicant at a pay rate NTE step 5 of the grade for which selected. Justification for such action and the CHRA/HRO/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 -

(1) Eight hours of regular pay (base pay, CAP, and other applicable allowances).

(2) Seven hours of overtime pay (150 percent of base pay and CAP).

(3) Two hours of night differential pay (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 -

(1) Eight hours of regular pay (base pay, CAP, and other applicable allowances).

(2) Seven hours of overtime pay (150 percent of base pay and CAP).

(3) Two hours of night differential pay (50 percent of base pay and CAP).

(4) 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 entitle the employee to both the holiday premium pay and overtime pay. For example, an employee who worked 12 hours on a holiday would receive -

(1) Eight hours of regular pay (base pay, CAP, and other applicable allowances).

(2) Twelve hours of holiday premium pay (100 percent of base pay and CAP).

(3) 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. An employee taking a CWS day off (using CWS time earned) on an officially designated Korean holiday is not entitled to holiday premium pay because the employee did not actually perform any work on the holiday. Additionally, an alternate holiday is not authorized for taking a CWS day off on an official Korean holiday.

8-8. Overtime Rates

a. Payment in the amount of 150 percent of the scheduled hourly base pay 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 and employees working on a compressed work schedule to whom the provisions in subparagraph 6-3f will apply.

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 or on a compressed work schedule.

c. Authorized absences from work in a pay status (e.g., leave or excused absence) of more than 8 hours in a day will be paid at regular (non-overtime) rates, and the hours to be paid at the non-overtime regular rates should be reported as extended non-overtime work hours (EW) on the T&A reports in order to distinguish those hours from regular work hours that will be used as a basis for bonus computation.

Example 1: When an employee, whose scheduled tour of duty is 10 hours a day, worked 10 hours as scheduled, the employee will receive 2 hours (in excess of 8 hours a day) at overtime rate. However, if the employee took annual leave for an entire day, the employee will not be entitled to receive the 2 hours in excess of 8 hours a day at overtime rate. In this case, the employee will be paid 10 hours at regular rate, and the T&A report needs to show the 2 hours in excess of 8 hours a day as EW.

Example 2: When an employee, whose scheduled tour of duty is 10 hours a day, took 5 hours paid leave in the morning and worked 5 hours in the afternoon, 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. T&A report needs to show 2 hours in excess of 8 hours a day as EW.

d. Authorized absences from work in a pay status up to 8 hours a day will be counted as hours actually worked and will count toward the weekly threshold (i.e., 44 hours) at which overtime rates begin. When hours in excess of 44 hours a week occur while an employee takes authorized absences from work in a pay status, the hours will be paid at non-overtime regular rates. These hours need to be reported on the T&A report as EW.

Example: When an employee, whose scheduled tour of duty is 8 hours a day, 6 days per week, Monday through Saturday, took 8 hours of annual leave on Friday and Saturday, the 8 hours of annual leave taken on Friday and the 4 hours of annual leave taken on Saturday will be counted as actually worked hours toward the weekly threshold. The total hours from Monday through Friday (8 hours each) and 4 hours on Saturday will reach the 44 hours weekly threshold, and therefore, the total 44 hours for the week will be reported as regular work hours on the T&A reports. The other 4 hours of annual leave taken on Saturday will be reported as EW.

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. (See table 8-1). 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. Employees serviced by the 175th Financial Management Center (FMC) are advanced to the next step after completing the 52, 76, or 156 weeks' waiting period even though they are under monthly pay periods.

Table 8-1
Step Advancement Schedule

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
12 to 13	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.

(3) A new waiting period is not required when there is an increase in pay resulting from application of revised pay schedules.

(4) Reappointed retirees do not receive within grade increases.

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, LWOP, AWOL, suspension, or excused absences do not constitute 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) Periods of LWOP not exceeding a total of two workweeks (64 hours for part-time employees) during the waiting period are creditable. Periods of LWOP 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 worker's compensation insurance, or under the ROK IACIP for loss of pay for the period of LWOP. This does not apply when the employee was on maternity leave without pay.

(3) 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 the day following the completion of the required amount of creditable service. When, because of an 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 servicing CHRA/HRO/CPO within 2 years following the date the step increase was due.

d. Processing. CHRA/HRO/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 15 calendar days following the close of each pay period. If the designated pay day is on a weekend (Saturday or Sunday) or a Korean holiday, the payday will be the workday preceding the weekend or the holiday. 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 an employee's death or separation from USFK employment, all unpaid wages

and other money due to the deceased or separated 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 Department of Defense Civilian Personnel Joint Travel Regulations, Volume 2, 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 monthly 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. Newly hired employees whose service computation is less than one year as of the annual cutoff date will not receive the severance pay until they complete one year of service. The payment of a prorated severance pay from the effective date of his/her appointment until the first annual cutoff date will be made in the month following the pay period in which he/she fulfills one year of service.

b. Eligibility.

(1) All full-time and part-time APF and NAF employees, including those of invited contractors, will be eligible for severance pay. Newly hired employees, if terminated with less than one year of service, are not eligible for severance pay.

(2) An employee who retires and is reappointed is deemed to have a break in service for severance pay eligibility. The reappointed retiree begins a new service period for severance pay.

c. Computation.

(1) Permanent 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. The additional month of normal wages does not apply to reappointed retirees.

(2) Upon separation from USFK by other than resignation or removal and/or separation 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. When an employee is reappointed after reaching mandatory retirement age of 60, accrued sick leave of 40 hours will be

carried forward for use to the following month, and all remaining hours of sick leave will be converted to workdays and added to the employee's creditable service. In those cases where accrued sick leave is transferred to a gaining USFK activity or component, the accrued sick leave will not be converted and added to the employee's creditable service at the time of movement between USFK activities or components. Unused sick leave of a reappointed retiree will be used in calculating severance pay only when the employee is terminated. The 260-day work year chart at appendix H will be used for computational purposes. The following is an example of the use of the chart in the crediting of sick leave for severance pay purposes. Any fractional days will be rounded down. Thirty (30) days will be counted as a month. An employee with 8 months and 28 days of actual service credit and 1,895 hours of accrued sick leave at the time of separation is eligible for 1 year and 7 months service credit for severance pay as follows:

(a) The formula to convert accrued sick leave to workdays is: 1,895 sick leave hours divided by 8 hours a day = 236 workdays and 7 hours = 236 workdays, when fractional day is rounded down.

(b) Locate 236 days on the 260-day work chart, which provides credit for 10 months and 27 days.

(c) Add actual service credit and sick leave credit:

	Year	Month	Day
Actual Service Credit	0	8	28
Sick Leave Credit	0	10	27
	1	7	25

(d) Total service credit for severance pay is: 1 year and 7 months.

(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 LWOP status is creditable provided it does not exceed 6 months during a severance pay computation period. (See Chapter 7, subparagraph 7-8c.) Periods in LWOP status due to job-related disability (for example, compensation cases under FECA or under workers' compensation insurance plans or under the ROK IACIP) and childcare leave (Chapter 7, subparagraph 7-12) 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 and NAF, or among Eighth Army activities and any other USFK activities which have their own CHRA/HRO/CPO except for invited contractor employment. Severance pay obligations will not be liquidated at the time of change in employment (for example, from APF to NAF). Changes in employment between APF and NAF

without a break in service will not be considered a change in employment conditions. No transfer of funding will be made. However, creditable service is not transferable between USFK direct employment and USFK invited contractor employment. Therefore, severance pay obligations will be liquidated on changes from USFK direct hire to USFK invited contractor hire or vice versa (e.g., from USFK invited contractor hire to AAFES-Korea hire). ***Note*:** Currently, there are two different qualifying periods used for severance pay, except for USFK invited contractors. (1) 1 May - 30 April for all USFK APF and NAF employees to include AAFES-Korea employees (excluding NAF employees of Air Force). (2) 1 April - 31 March for all NAF employees of Air Force. When an employee transfers between activities having different qualifying periods for severance pay, the following offices listed below will be responsible for actions as indicated below.

(a) CHRA/HRO/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 NPA/SF 50 before transmittal to the servicing payroll office.

(b) Servicing payroll office of the losing activity will provide pay records of the transferring employee to the servicing payroll office of the gaining activity to compute proper amount of severance pay. The pay records must include payroll information (i.e., earnings, deductions, and number of paid hours per pay period) for the last 12 months. The record of leave data (SF 1150) will be accompanied with this pay record. The transmission of pay record from the losing activity to the gaining activity will be required not only for those employees transferring between activities having different qualifying periods, but also for those employees transferring between activities having the same qualifying periods.

(c) Servicing payroll office of the gaining activity will compute the proper amount of severance pay, based on the last 12 months' payroll data including those data from the previous employment. The service months for severance pay eligibility may be required to be adjusted based on severance cutoff dates, and therefore, the paying payroll office must make every effort to compute the proper amount, and the amount must not exceed the maximum amount (i.e., 1-month average wage) per year.

(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, except for employees who are receiving bonuses IAW subparagraph 8-12b.

(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 has 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 two months' 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. Eligible employees may be paid the following bonuses instead of bonuses in subparagraph 8-12a.

(1) January bonus: A bonus of one month's pay will be paid in January to personnel employed as of 30 November who have three months' continuous service from 1 September through 30 November.

(2) March bonus: A bonus of one month's pay will be paid in March to personnel employed as of 31 January who have three months' continuous service from 1 November through 31 January.

(3) May bonus: A bonus of one month's pay will be paid in May to personnel employed as of 31 March who have three months' continuous service from 1 January through 31 March.

(4) July bonus: A bonus of one month's pay will be paid in July to personnel employed as of 31 May who have three months' continuous service from 1 March through 31 May.

(5) September bonus: A bonus of two months' pay will be paid in September 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.

(6) November bonus: A bonus of two months' pay will be paid in November to personnel

employed as of 30 September who have three months' continuous service from 1 July through 30 September.

c. 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 of one month for eligibility.

(3) An employee who is separated for reasons other than resignation or removal and/or separation for cause will be paid the prorated value of the appropriate bonus based on pay status as of the date of separation.

(4) Employees will have their creditable service for bonus payment reduced when they were in a nonpay status for more than two weeks during the 3-month period. 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.

(6) An employee who retires and is reappointed is deemed to have a break in service for bonus eligibility. The reappointed retiree begins a new service period for bonuses.

(7) Creditable service is transferable between APF and NAF, among Eighth Army activities and any other USFK activities which have their own CHRA/HRO/CPO except for invited contractor employment. Bonuses will not be liquidated at the time of change in employment (for example, from APF to NAF). Changes in employment between APF and NAF without a break in service will not be considered a change in employment conditions. No transfer of funding will be made. ***Note*:** Currently, the bonus payment schedules along with qualifying periods are different as addressed in subparagraph 8-12a above. When an employee transfers between activities having different qualifying periods for bonus pay, the following offices listed below will be responsible for actions as indicated below.

(a) CHRA/HRO/CPO of the gaining activity will ensure that the employee's creditable service for bonus payment is properly indicated in the remarks section of the NPA/SF 50 before transmittal to the servicing payroll office.

(b) Servicing payroll office of the losing activity will provide pay records of the transferring employee to the servicing payroll office of the gaining activity to compute proper amount of bonus pay. The pay records must include payroll information (i.e., earnings, deductions, and number of paid hours per pay period) for the last 12 months. The record of leave data (SF 1150) will be accompanied with this pay record. The transmission of pay record from the losing activity to the gaining activity will be required not only for those employees transferring between activities having different qualifying periods, but also for those employees transferring between activities having the same qualifying periods.

(c) Servicing payroll office of the gaining activity will compute the proper amount of bonus pay, based on the qualifying 3 months' median hours. Since the bonus payment schedules are different, the servicing payroll office must make every effort to compute the proper amount, and the amount must not exceed the maximum amount (i.e., 800% of 1-month pay) per year.

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

(9) Periods of LWOP due to job-related disability (e.g., compensation cases under FECA or under workers' compensation insurance plans or under the ROK IACIP) for more than 2 weeks are not creditable for bonus pay purpose.

d. Computation.

(1) The 1-month bonus payment (spring and summer) 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, Year-end and Lunar New Year) equals hourly basic pay rate, multiplied by the normally scheduled work hours per 4-week pay period, multiplied by 2.167. For employees under monthly pay periods, the 1-month bonuses are computed by multiplying the scheduled hourly basic pay rate by the median number of work hours for the three months' continuous service periods as defined in paragraph 8-12b. For the 2-month bonuses, the product is multiplied by 2.

(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 work hours for the three months' continuous service periods as defined in paragraphs 8-12a and b. 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).

(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 subparagraph 8-12d(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 subparagraph 8-12c(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) orders from one commuting area to another. This is payable only if the employee's residence prior to the notification of the PCS move was outside the new commuting area, as verified by an official certificate of residence. For KN employees who are unable to submit the certificate of residence due to their legal status as permanent residents of the United States or any other country, the "Certifications of Domestic Residence Report (*guknaegoso-singosasil-jungmyong*)" must be submitted for both residences before and after relocation. 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 4-16, a relocation allowance will be paid.

b. Information will be entered in the remarks section of the NPA/SF 50 citing appropriate authority for establishing eligibility for the payment of a relocation allowance. The remarks section of the NPA/SF 50 will also contain a statement that a claim for relocation allowance must be submitted to the servicing CPAC/HRO/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 or RIF 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, when relocation allowance is authorized by the gaining activity and formally advertised in the vacancy announcement and relocation of employee's residence is justified due to commuting difficulty. 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 hire and invited contractor).

(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 an 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 with the employee. The certificates of residence prior to and after relocation should verify the dependent(s) have lived with the employee before and after relocation.

(a) Individual amounts will be computed by multiplying the average number of non-overtime hours (i.e., NTE 44 hours per week for non-special tour of duty, and 224 hours per 4-week period for special tour of duty) 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 PCS to the CPAC/HRO/CPO servicing their new installation. These claims will be supported by the following documents:

(1) Two copies of the travel orders directing PCS.

(2) Certificate of new residence showing the family address in the new commuting area. The new servicing CPAC/HRO/CPO will assist in preparing 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 relations certificate 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 CPAC/HRO/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 CPAC/HRO/CPO servicing the losing organization. The CPAC/HRO/CPO will assist in preparing 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 CPAC/HRO/CPO to the servicing CPAC/HRO/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 or as a result of RIF. An employee who receives an advance payment of relocation allowance will submit a copy of the certificate of residence to the gaining CPAC/HRO/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 local commercial transportation for both employees and legal dependents. Transportation of a limited amount of household goods or possessions is authorized (NTE 11,200 pounds (or 5,000 kilograms) for employees with dependents and 5,600 pounds (or 2,500 kilograms) for single employees). Employees are authorized reimbursement for carrier services provided to include transportation, packing/unpacking, crating/uncrating, and drayage. 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 CPAC/HRO/CPO will secure the fund citation from the gaining organization (from the losing organization for management directed moves or moves as a result of RIF), 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 within one year of each other for the same commuting area, 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 NPA/SF 50. Requests for exceptions to this restriction will be forwarded to HQ USFK, CPD, ATTN: FKCP, Unit #15237, APO AP 96205-5237. 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 CPAC/HRO/CPO, will be considered. However, if a second relocation is due to a management-directed action or a placement action under RIF procedures, a second relocation allowance within the 12 month period will be authorized without a request for an exception.

(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 B.

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. Employees who are provided transportation only within the installation or transportation to and from the nearest commercial transportation pickup point will not be considered to have been provided daily commuting transportation.

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 <u>either</u> daily commuting

transportation or both meals and lodging."

d. The allowance will be paid at an established rate according to their pay period. For period of less than a full pay period, the allowance will be paid at an increment of the established weekly rate (i.e., 1/4th of the amount authorized for a 4-week pay period) with less than full week treated as one week, but not to exceed the maximum amount for the monthly and/or 4-week pay cycles.

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 a paid sick leave status (including sick leave charged to a paid annual leave status when the sick leave balance is exhausted).

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 B will be considered. Requests will be submitted through civilian personnel channels to HQ USFK, CPD, ATTN: FKCP, Unit #15237, APO AP 96205-5237, 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 populations 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; AAFES-Korea employees will be shown separately. Requests will be coordinated with the servicing CPAC/HRO/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 4-16 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 policy memorandum issued for adjustments of wage and fringe benefits for Korean employees.

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 policy memorandum.

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. 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. 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 (as of 1 December 2005)

	Supervisor, KWB-11, step 8	Subordinate, KGS-7 step 8
Base Pay Hourly Rate	9,480 won	9,924 won
CAP Hourly Rate	2,208 won	2,302 won
TOTAL	11,688 won	12,226 won

Computation: 12,226 x 1.01 = 12,348 won. 12,348 - 11,688 = 660 won.

Supervisory differential is 660 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 servicing CPAC/HRO/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 servicing CHRA/HRO/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 servicing CHRA/HRO/CPO approves payment. Retroactive payments are not authorized.

f. Each previously approved differential payment will be reviewed at least every six months by the servicing CHRA/HRO/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 NPA/SF 50. Any subsequent change to increase, decrease, or terminate the differential rate also will be annotated on an NPA/SF 50.

8-19. Tuition Assistance

Tuition assistance is authorized for eligible employees for all dependent student children in kindergarten, middle school, high school, and undergraduate college. Employees must be on the rolls on the appropriate eligibility date as described below. Except for employees on LWOP due to work-related injuries or disease, employees on long-term LWOP may not be authorized to receive tuition assistance. Extenuating circumstances will be considered by the servicing CPAC/HRO/CPO in determining eligibility requirements.

a. Eligibility requirements.

(1) Employees on full-time permanent appointments and reappointed retirees who are reappointed, after mandatory retirement, to his or her former position with no more than a 3-day break in service are eligible. Former full-time permanent employees placed in temporary or part-time positions as a result of RIF without a break in service are also eligible for tuition assistance. These part-time employees are eligible to receive a prorated amount of tuition assistance.

(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 kindergarten tuition assistance. Tuition assistance for kindergarten is authorized for one year to dependent children who are from 3 years of age to preschool age before the children's first enrollment into elementary school. The amount of quarterly tuition assistance for kindergarten is determined by dividing the total amount authorized per year by four. Each servicing payroll office may proceed with the payment of kindergarten tuition assistance on a monthly basis by dividing the total amount authorized per year by twelve. Employees who are separated will be paid up to three months value of monthly payment of kindergarten tuition assistance depending on the date of separation.

(4) 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. The total amount of tuition assistance authorized per student will be determined each year. There are no quarterly limits on the amount to be paid for middle and high school students if the eligible employee is on the roll during the entire school year and the dependent student children are also enrolled in schools during the entire school year.

(5) 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. The tuition assistance is limited to 4 years of cumulative undergraduate studies for students at age 30 or below. The total amount of tuition assistance authorized per student will be determined each year. Reimbursement of college tuition per semester is determined by dividing the total amount authorized per year by two. College tuitions paid for seasonal classes taken during summer or winter vacation may be reimbursed within the authorized amount of tuition assistance for each semester. If the eligible employee is on the roll during the entire school year and the dependent college students are also enrolled in colleges during the entire school year, the employee will be reimbursed at the second semester up to the maximum amount of tuition assistance authorized for the year.

(6) Tuition assistance for eligible dependent middle school, high school, and college students abroad is the amount applicable to in-country students. For middle and high school students studying in a foreign country, reimbursable amount per quarter is determined by dividing the total amount authorized per year by four. For college students studying in a foreign country, reimbursable amount per semester is determined by dividing the total amount authorized per year by two. A certificate of enrollment in a foreign school, a tuition receipt and a bank transmittal receipt should be submitted to the servicing CPAC/HRO/CPO for the reimbursement of tuition for those students studying in a foreign country.

b. Amount of payment is specified in the USFK policy memorandum issued for reimbursement of school expenses for dependent children of Korean employees.

c. Request for tuition assistance.

(1) Employees who are eligible for kindergarten tuition assistance will submit two copies of USFK Form 717EK (Request for Kindergarten Tuition Assistance) to the servicing CPAC/HRO/CPO in March, June, September, and December. Each time employees will request a quarter of the total amount of kindergarten tuition assistance determined for every school year. CPAC/HRO/CPO may request additional supporting documents for claim of kindergarten tuition assistance IAW established component procedures.

(2) Eligible employees should submit a 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 CPAC/HRO/CPO in March, June, September, and December of each school year. Only actual expenses will be reimbursed. Expenses covered by scholarships cannot be claimed.

(3) The servicing CPAC/HRO/CPO will review copies of USFK Form 717EK or USFK Form 23EK submitted by eligible employees and verifies pertinent information with the official residence certificate or the family relations certificate. Unless requested by CPAC/HRO/CPO, employees are not required to resubmit the official residence certificate or the family relations certificate once it

has been submitted. If the child is not listed on either of these documents, the employee must present a claim in writing with documents from a Family Court attesting as to the legal right and/or responsibility to pay the expenses of bringing up the child. 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. After CPAC/HRO/CPO verification, the copy of the request will be forwarded by the CPAC/HRO/CPO to the servicing payroll office for payment. One copy of the request will be maintained in the servicing CPAC/HRO/CPO for a minimum of three years, after which time the receipt and request will be destroyed.

(4) The servicing CPAC/HRO/CPO may grant the exception to the time limit provided in subparagraphs 8-19c(1) and (2) above for claim of tuition assistance. Cases which are disapproved for claim of tuition assistance by the servicing CPAC/HRO/CPO may be forwarded to the USFK CPD for review and final decision. Employees may submit a late claim for tuition assistance NLT 24 months after the date of tuition payment.

(5) 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 policy memorandum issued for adjustments of wage and fringe benefits for Korean employees.

b. The servicing CHRA/HRO/CPO will annotate on an NPA/SF 50 that the condolence payment is authorized for the next-of-kin of the deceased employee. The NPA/SF 50 will be forwarded to the servicing finance office for payment by use of the supplemental payroll procedures. The servicing CHRA/CPAC/HRO/CPO will ensure that the employee's death certificate, official residence certificate or family relations certificate, and a copy of the bankbook showing the bank account number of the employee's next-of-kin are attached to the NPA/SF 50.

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 workforce 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 CPD 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 CHRA/HRO/CPO, 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 knowledge of position management and classification policies and objectives with emphases 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. CHRA/CPAC/HRO/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 governing guidance 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.

(5) Within Army component, delegation of position classification authority is not used to override determinations made by CHRA in order to upgrade KN positions. The USFK CPD retains the authority to approve/disapprove the upgrade of variant KN positions when management wishes to forego the determination of the CHRA/HRO/CPO.

(6) For Navy and Marine Corps activities, delegation of position classification authority to line managers does not apply to KN positions IAW CINCPACFLTINST 12200.3B.

(7) For Air Force, position classification authority for KN positions is not delegated beyond the CPO.

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. OPM 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 CPD, HQ USFK, ATTN: FKCP, Unit #15237, APO AP 96205-5237, for positions that are especially difficult to evaluate, precedent setting, or controversial.

(2) Each request for a CPD 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 and Management

a. Currently established positions will be reviewed for classification accuracy, consistency, and sound position management. Component CHRA/HRO/CPOs will establish procedures specifying the frequency of these reviews, the number of positions to be reviewed and the methodology for conducting the reviews.

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

9-5. Position Classification Files
Each CHRA/HRO/CPO will maintain, for each serviced organization, position classification files IAW component established procedures.

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.

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 USOPM Operating Manual, the Guide to Processing Personnel Actions 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 RPA/SF 52 to the CHRA/HRO/CPO; review any replies made in connection with an advance notice; and make final decisions in coordination with the CPAC/HRO/CPO.

d. The servicing CPAC/HRO/CPO will review each action to ensure that it is consistent with the requirements of this regulation. The servicing CPAC/HRO/CPO will evaluate each case to see if some other action (for example, reassignment or CLG) 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 inefficiency 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** - separation action initiated by management. Includes separation of an employee from a temporary (NTE) appointment prior to the expiration date of the appointment, and separation of a reappointed retiree.

h. **Termination-Appointment in (XXXXX)** - transfer of an employee from APF to NAF, from NAF to APF, or from one USFK component to another.

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 RIF, unacceptable performance (unless due to misconduct), declination to transfer with a function, failure to continue to meet qualifications requirements (provided the separation is nondisciplinary and the action is initiated by the agency), etc.

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 CPAC/HRO/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 servicing CPAC/HRO/CPO as outlined in Chapter 5.

(c) Submit an RPA/SF 52 to the CHRA/HRO/CPO. The death certificate will be submitted as soon as possible.

(2) The servicing CHRA/CPAC/HRO/CPO will -

(a) Counsel the next of kin on their rights and benefits, and assist them in any way possible, as permitted by pertinent laws and regulations.

(b) Ensure that all required documents are forwarded to the servicing finance office for payment of condolence payments and all unpaid wages and other money due to the deceased employee.

b. Removal is a disciplinary separation action other than for inefficiency or unacceptable performance. Chapter 12 contains guidance on removal actions for delinquency or misconduct.

c. 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 CHRA/HRO/CPO will enter on the resignation NPA/SF 50, the reason as stated by the employee on the resignation RPA/SF 52, and the reason known to management. The NPA/SF 50 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, Unit #15750, APO AP 96205-5750, IAW Chapter 12, subparagraph 12-10e. 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 CPAC/HRO/CPO 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 CHRA/HRO/ 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.

d. Resignation ILIA. The same procedures will be used as in subparagraph 10-3c. The reason for the Resignation ILIA, for example RIF or TOF, will be entered on the employee's NPA/SF 50.

e. Retirement-Mandatory. This NOA will be used to separate employees who reach the mandatory retirement age of 60 years.

(1) CPAC/HRO/CPO 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. A 30 day advance retirement notice to the employee is required.

(2) Employees who are reaching age 60 will be reappointed IAW the provisions of Chapter 2, paragraph 2-17.

(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 RPA/SF 52s to effect the retirement of employees and recruit replacements must be provided to the CHRA/HRO/ 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 2-17.

(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 CPD after 12 July 1985. These actions will be honored as approved and should be on file in the CHRA/ HRO/CPO concerned. No future requests for DOB changes will be considered by CPD.

(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.

f. 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 CPAC/HRO/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 Optional Form 178 (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 Optional Form 178. Upon completion of the physical examination, the medical officer will forward the completed Optional Form 178 to the servicing CPAC/HRO/CPO. The Optional Form 178 must include the medical officer's assessment as to whether or not the condition of the employee is temporary or non-temporary and whether the employee is or is not capable of performing those duties of the position encumbered by the employee. 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 counseled on rights and options under IACI Act or Worker's Compensation provisions (if it is still applicable) 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

during a period of suspension of work for medical treatment (see the exception provided below) 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) IAW ROK IACI Act, an employee who is unable to report to work may be terminated when he/she has received the medical care benefits under the Act for longer than 3 years, and has received the Injury-Disease Compensation Annuity (상병보상연금). The Injury-Disease Compensation Annuity is paid to the employee instead of the Wage Replacement Benefits (휴업급여) in case the employee requires to have further medical treatment after receiving 2 years of medical care benefits and meets all the requirements in the ROK IACI Act.

(8) 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.

g. 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 LAA, has the license or LAA revoked, or no longer meets qualifications as determined by required qualification tests.

(3) Employees who have been employed for three months or more during the trial period will be given advance notice of termination at least 30 days in advance of the effective date or ordinary wage (통상임금) in lieu of all or a part of the 30-day advance notice. Employees who have been employed for less than three months during the trial period will be terminated at any time after issuance of a 7-day advance notice. Management may effect a termination action under these provisions as long as the advance notice is issued to the employee within the one year trial period.

h. Termination.

(1) Temporary appointments may be terminated at any time before the expiration date of the appointment. Temporary employees terminated before the NTE date will be given advance notice of termination by either an RPA/SF 52, or bilingual letter, which will be delivered to the employee at least 30 days in advance of the effective date. The termination notice will state the specific reasons why termination is required before the NTE date, and inform the employee that he/she has the right to submit a formal grievance within 14 calendar days after receipt. Procedures in subparagraph 13-5b apply when a formal grievance is presented.

(2) The following employees may be terminated at any time after issuance of a 7-day advance notice:

(a) Employees who have been employed for less than three consecutive months.

(b) Employees who have been employed for a fixed period not exceeding two months.

(c) Employees who have been employed for seasonal work for a fixed period not exceeding six months.

(3) Reappointed retirees may be terminated with 30 days advance notice in writing. Reappointed retirees terminated for cause (misconduct or performance) have no right to appeal, but may submit a formal grievance after receiving a termination notice. See paragraph 2-17 (Reappointment after Age 60) for guidance on termination of retirees.

i. Termination-Expiration of Appointment. A nondisciplinary separation action to separate an employee on the NTE date of a temporary appointment.

(1) The employee will be terminated on that date unless management takes action to extend the appointment. Except for the employees stated in 10-3h(2), all temporary employees will receive a 30-day advance notice before they are terminated on the expiration date of temporary appointments.

(2) If the commander desires to extend a temporary employee beyond the termination date, an RPA/SF 52 will be submitted through appropriate channels to reach the CHRA/HRO/CPO 30 days prior to the termination date of the current appointment. Effective 1 July 2007, new temporary appointments and extensions may not exceed 2 years of continuous service.

j. Termination-Involuntary. This is the appropriate NOA for the following:

(1) Separation of an employee under RIF procedures (Chapter 4).

(2) 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. An employee involuntarily terminated for performance reasons will be provided the same due process as other employees removed for conduct issues to include a 30-day advance notice of the proposed separation action, a chance to respond, and a decision letter. The notice of decision to separate will state that the employee has the right to appeal within 14 calendar days after the separation date. (See Chapter 13, paragraph 13-6 for appeal procedures.)

(3) Separation due to revocation of a license or LAA or from failure to pass a required qualification test. The employee will be offered an opportunity to reply by receiving an advance notice of separation. Any reply will be considered by the supervisor before forwarding the request to the CHRA/HRO/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 CPAC/HRO/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.

(4) Separation due to an installation commander's debarment action. This includes an employee's loss of access due to debarment or any bar authority's determination not to approve an

extension of an existing access based on information obtained from a periodic or recent background check. Requests to remove a bar during the barment period and requests to reconsider decisions not to approve an extension of existing access may be forwarded for review and decision. If the bar is not removed or the request for reconsideration does not result in an extension of existing access, or if no such request is submitted, an employee may receive a written notice of separation effective not less than 30 calendar days from the employee's receipt of the debarment notice or notice of termination of existing access. The notice will inform the employee that he/she has the right to submit a formal grievance within 14 calendar days after receipt of the advance notice of separation. Supervisors initiating disciplinary removal action for misconduct will use the procedures set forth in Chapter 12 rather than this procedure for involuntary separation.

(5) 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 CHRA/HRO/CPO.

(a) The CHRA/HRO/CPO will prepare the NPA/SF 50 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.

(6) 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 RPA/SF 52 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.

(7) 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 RPA/SF 52, after the employee has been absent for 14 days.

(c) The CHRA/HRO/CPO will prepare an NPA/SF 50 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 CPAC/HRO/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 NPA/SF 50 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, Unit #15750, APO AP 96205-5750, 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 CPAC/HRO/CPO to support the termination action. The CHRA/HRO/CPO will verify the draft notice and will annotate the RPA/SF 52 showing the date of notice, issuing agency, and date the employee is to report for induction. The NPA/SF 50 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 notification 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 will be taken within the command's capabilities. Paragraph 11-3 below identifies areas of particular concern.

b. The CPAC/HRO/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. 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 workforce.

(2) Requirements for special accommodations and adjustments to meet special needs of employees with disabilities will be given adequate consideration.

(3) Cots or other special rest facilities will be available for use by employees with health issues, 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 health insurance benefits under the ROK Health Insurance Act.

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 workforce. 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, paragraph 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 nameplates 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; 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 consideration given to 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 D and appendix E. Appendix D outlines the more common offenses and appropriate penalties for such offenses. Appendix E sets forth expected standards of conduct for employees.

12-2. 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.

12-3. 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. The period of suspension is expressed in work days and may be selected within the range of standard penalties for an offense as provided in appendix D (Table of Standard Penalties). 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. **Reduction in Grade and Pay** - an involuntary assignment of an employee to a position at a lower classification or job grading level. This is not a normal option of penalty for misconduct or delinquency committed by an employee. Before a decision is made to remove an employee, an involuntary reduction in grade and pay may be considered to correct the employee's misconduct when the offense is not serious enough to warrant removal, but a more severe penalty than a suspension is required.

e. **Removal** - removal is the action taken to separate an employee for reasons of delinquency, misconduct, or for other cause attributable 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.

12-4. Responsibilities

a. The USFK CPD will issue guidance and authoritative interpretations of the policy in paragraph 12-2.

b. Supervisory personnel will -

(1) Follow the policy in paragraph 12-2.

(2) Ensure that standards of conduct are known by the workforce.

(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 CPAC/HRO/CPO will advise the responsible commanders and supervisors of the policy enunciated in paragraph 12-2, and assist them in carrying out that policy. Each servicing CPAC/HRO/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 in appendix E, the table D-1 (Standard Penalties) in appendix D, 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 E, and other standards prescribed by competent authority.

e. Legal advice will be made available on request, to each servicing CPAC/HRO/CPO and commander, by the Judge Advocate (JA) situated in the area.

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 CPAC/HRO/CPO, supervisors will initiate disciplinary action as soon as possible but normally 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 D 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 preponderance of evidence, that is, such evidence that a reasonable person, considering the record as a whole, would accept as sufficient to find that a contested fact is more likely to be true than untrue. Implicit in this standard is that there must be objectively observable facts and evidence to support a conclusion of misconduct; it is insufficient for a conclusion of misconduct to be based solely on a subjective belief without supporting facts or evidence, no matter how strongly felt. 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 concerns and therefore, 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 work folder 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 CPAC/HRO/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 CPAC/HRO/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 14 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 CPAC/HRO/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 work folder that is maintained in the organization.

12-8. Suspension

a. The servicing CPAC/HRO/CPO will review the evidence and the circumstances surrounding an offense for regulatory sufficiency and, in coordination with the supervisor, prepare a bilingual notice of proposed suspension as soon as possible but normally within 14 calendar days after receipt of request for disciplinary action initiated by supervisor. When deemed appropriate, the notice of proposed suspension will be referred to the appropriate JA for legal review prior to being served on the employee.

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 D-1 (Standard Penalties) prescribed in appendix D, the notice must state the reason(s) for this deviation.

c. Although the table D-1 (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 and to review the case file in the servicing CPAC/HRO/CPO. It will also inform the employee that full consideration will be given to the employee’s reply, if any, before a final decision is made.

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 acknowledge receipt of the notice. The supervisor will forward the acknowledgment copy to the servicing CPAC/HRO/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 deciding official with the assistance of the servicing CPAC/HRO/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 CPAC/HRO/CPO.

g. The deciding supervisor will submit a decision to the servicing CPAC/HRO/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 CPAC/HRO/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 CPAC/HRO/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 CPAC/HRO/CPO staff (within 14 calendar days following the date the servicing CPAC/HRO/CPO receives a decision from the deciding supervisor), a bilingual notice of decision. The RPA/SF 52 calling for the suspension will then be submitted by the supervisor and CPAC/HRO/CPO will provide the NPA/SF 50 once the action is properly routed and completed.

(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 NPA/SF 50 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 CPAC/HRO/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 work folder.

12-9. Reduction in Grade and Pay

This is appropriate when an offense is not serious enough to warrant removal, but a more severe penalty than a suspension is required. Involuntary reduction in grade and pay actions will follow the steps described for suspensions except for the provisions described below.

a. The notice of proposed reduction in grade and pay will be referred to the appropriate JA for legal review prior to being forwarded to the employee. The notice will state the specific reasons why a reduction in grade and pay action is more appropriate than other formal disciplinary actions such as formal reprimands or suspensions.

b. The notice of proposed reduction in grade and pay will provide an advance notice of not less than 30 days before the effective date (exclusive of the date of receipt by the employee and the effective date of reduction in grade and pay).

c. The deciding supervisor will demote the employee either by redesigning his/her current position to a lower grade or by moving him/her to a different lower graded position. The reduction in grade and pay may be imposed to a position within the employee's current work area or it may be to another position elsewhere in an organization. If the placement is undertaken from one commuting area to another, and the employee is required to commute to a new location which meets the requirements described in Chapter 4, paragraph 4-16, a relocation allowance will be paid by a losing activity. It must be to a position that is available to fill, the employee qualifies for, and the gaining supervisor must be willing to accept the employee knowing the reasons for the placement action.

d. The deciding supervisor will only demote the employee to a position one grade or one grade-interval lower, depending on the normal line of progression of the position the employee held (see Chapter 4, paragraph 4-27 for grades and grade-intervals). For example, when the employee in a KGS-11 position in a two-grade interval occupation is affected by a reduction in grade and pay action, he/she will be downgraded to a KGS-9 position. The employee in a KGS-12 supervisory position will be downgraded to a KGS-11 non-supervisory position. The employee will remain in his/her current position until the deciding supervisor, assisted by the servicing CHRA/HRO/CPO, determines an available vacant position for the employee. A placement under this authority will not take precedence over the assignment right of an employee affected by RIF (Chapter 4).

e. Employees reduced in grade and pay due to misconduct are not eligible for saved pay rates. Pay will be fixed as described in Chapter 8, subparagraph 8-4i(2).

12-10. 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 CPAC/HRO/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 CPAC/HRO/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. If the employee cannot file an appeal within 14 calendar days, he/she may request a 7 calendar day extension to file an appeal in writing and the written 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, military service number, job title, grade, and employing organization's name), will be furnished to HQ USFK, ATTN: FKPM, Unit #15750, APO AP 96205-5750. 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.

12-11. 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 CPAC/HRO/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 CPAC/HRO/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, applications of subparagraph 12-11g, or reversal of the action through appeal procedures. If it is determined that retention of the employee, in an active duty status, in his/her 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, assisted by the servicing CPAC/HRO/CPO, will immediately prepare the notice of proposed removal and deliver 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 12-11f, 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 RPA/SF 52, through the servicing CPAC/HRO/CPO, 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, nor a settlement agreement rendered, the employee will be returned to duty or placed on administrative leave 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 Chief of Staff (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 or written 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 notification of a reduction in grade and pay or suspension action. Temporary employees, reappointed retirees, and employees serving trial periods terminated for cause (misconduct or performance) have no right to appeal, but may submit a formal grievance after receiving a termination notice.

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 CPD will ensure effective applications 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 CPAC/HRO/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 CPAC/HRO/CPO 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 CPD 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.

(7) Advise and assist commanders and supervisors in preparing the factors in paragraph D-2, appendix D of this regulation and ensure inclusion of the document in appeal files.

(8) Appoint an interpreter/translator to KEAB hearings.

(9) Forward USFK final decisions to the appellants and a copy to the management when received from CPD.

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

a. Informal Grievance (Step I). Employee must present informal grievances (Step I) within 15 calendar days following the date of the act or event that the employee believes is the problem, or within 15 calendar days following the date the employee became aware of the act or event. The employee may present a grievance regarding a continuing practice or condition at any time. Informal grievances (Step I) 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 CPAC/HRO/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 the informal grievance (Step I). In extraordinary circumstances, the supervisor may inform the grievant in writing that additional time is needed to render his/her decision.

(4) The supervisor will, in coordination with the appropriate CPAC/HRO/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 (Step II). Copies of the memorandum will be furnished to all concerned parties.

(5) If the decision on the informal grievance (Step I) is not acceptable to the employee, he/she may file a formal grievance (Step II) within 14 calendar days from the date decision

memorandum is received. If the decision memorandum is not received within 14 calendar days from the date informal grievance (Step I) is filed (or the expiration date of the informal grievance (Step I) decision extension), the grievant may initiate a formal grievance (Step II).

b. Formal Grievance (Step II). A formal grievance (Step II) may be presented when results of the informal grievance (Step I) are not acceptable to the employee. When issues concerning termination, reduction in grade and pay, suspension or formal reprimand, employees will file their grievance at Step II. For all other issues, a formal grievance (Step II) will be accepted only after informal grievance procedures have been followed.

(1) Formal grievances (Step II) 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 Chief of Staff 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 to that position. The individual receiving the grievance will forward the grievance within three work days to the servicing CPAC/HRO/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 (Step II) 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 (Step I) grievance.

(c) Effective date of a reduction in grade and pay action.

(d) Effective date of a suspension action.

(e) Receipt of a formal letter of reprimand.

(f) Submission of an informal (Step I) grievance, if the written memorandum has not been provided to the employee within the specified time. (See subparagraph 13-5a(4))

(g) Receipt of a termination notice for temporary employees and reappointed retirees.

(h) Receipt of a termination notice for employees serving trial periods.

(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 CPAC/HRO/CPO staff will recommend appropriate action to the deciding official.

(5) The deciding official may modify terminations, reductions in grade and pay, 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. Effective date of termination may be extended beyond the 30

day advance notice period until the grievance procedures have been completed. If the effective date is extended, the employees will be in normal duty status until the final decision for the grievance is made.

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 subparagraph 13-6u for procedures.)

d. When a reduction in grade and pay is canceled or modified to a lesser penalty, the employee will return to his/her previous position with retroactive payment of salary and allowances for the period downgraded as if he/she has not been reduced in grade and pay.

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 CPAC/HRO/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) Name, grade/rank, and organizations 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 CPAC/HRO/CPO must forward the appeal file, one original and three additional copies, through command channels with one copy of the appellant's OPF to HQ USFK, ATTN: FKCP (USFK KEAB), Unit #15237, APO AP 96205-5237, 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 CPD. The servicing CPAC/HRO/CPO will include in the appeal file, a synopsis of the removal action in the format described at appendix F. Each appeal file must have a table of contents with tabs. If a tab has more than two exhibits or enclosures, sub-tabs must be made for each exhibit or enclosure and the

sub-tabs must be listed on a table of contents. All appeal documents submitted to the CPD will be translated in English and properly dated and signed, and all abbreviations used in appeal documents must be spelled out. Duplicate documents will not be included in the appeal file. 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 substituted is a 45 workday suspension.

e. The CPD 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 CPD may return the case to the servicing CPAC/HRO/CPO for compliance with the regulation. If the procedural and regulatory requirements have been met, the CPD will convene the KEAB. The CPD 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 KN employee in grade KGS-11 or above. The KEAB will be appointed from a standing panel, approved by the CofS, USFK. The CPD, USFK, will provide all necessary arrangements, technical advice, and an Executive Secretary (nonvoting) to the KEAB.

(1) Assistant chiefs of joint and special staff principals of HQ USFK, assistant chiefs of general and special staff principals and activities of Eighth Army, and other activities, regardless of funding sources, will furnish the names of one military personnel, one U.S. civilian employee, and one KN employee, or as prorated, to serve on the standing panel whether or not a KN employee is assigned to the staff offices or activities.

(2) 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 CPD, USFK and Eighth Army, ATTN: FKCP, Unit #15237, APO AP 96205-5237.

(3) The AAFES-Korea also will furnish the names of two U.S. civilian employees and two KN employees who will serve on this standing panel.

(4) The U.S. Naval Forces, Korea, and the U.S. Marine Corps Forces, Korea, will respectively furnish the name of one field grade military officer who will be called only to hear cases involving Navy or Marine Corps employees.

(5) Members of the CPAC/HRO/CPO staff and JA staff may not serve on the KEAB. The CPD will furnish the appeal file to the KEAB when appointed. A hearing, as appropriate, should 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. The identity of the members of the KEAB will not be released to management and the appellant prior to a hearing unless approved by the Chairperson of the KEAB.

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 CPAC/CHRA/HRO/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. At a minimum of 10 calendar days before the scheduled hearing date, the appellant and management representatives must provide a list of witnesses and indicate what the witness will present both in Hangul and English. The chairperson will review the list and identify the witnesses whose attendances are desired by the board. The KEAB need not recognize any witness whose testimony would be repetitious or tenuous, or would only provide information already contained in the case file. Management will provide funds to cover TDY costs of USFK employee witnesses for the appellant if the Chairperson approves.

n. 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.

o. 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.

p. 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 CPD, in writing, in sufficient time to enable the appellant to be queried and hearing facility arrangements finalized.

q. 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. Evidence or documents presented will be translated into English.

(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.

(7) The KEAB has final decision on which witnesses may testify before the board.

(8) The KEAB has final decision on location of the hearing.

r. 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.

(1) The decision of the KEAB will be based on evaluation of all facts in the case to determine whether a preponderance of evidence exists that supports management's action. The standard preponderance of evidence is that the evidence that a reasonable person, considering the record as a whole, would accept as sufficient to find that a contested fact is more likely to be true than untrue. Implicit in this standard is that there must be objectively observable facts and evidence to support a conclusion of misconduct; it is insufficient for a conclusion of misconduct to be based solely on a subjective belief without supporting facts or evidence, no matter how strongly felt.

(2) 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 either: a) a maximum of 60 workdays; or b) from the effective date of the removal action to the date of the deciding official's action mitigating the removal to a suspension. If the employee was placed on enforced leave before the effective date of the removal action, the recommended length of the suspension may include the enforced leave period.

(3) When imposition of a suspension deviating from the table D-1 (Standard Penalties) in appendix D occurs, the reasons for recommending such a nonstandard penalty must be fully justified in the KEAB recommendation. Examples of adequate reasons for imposition of such a 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/or, there is an emerging pattern of misconduct.

s. 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; the Commander, U.S. Marine Corps Forces, Korea, for Marine Corps employees; the Chief of Staff, Eighth Army for Army employees; and the Assistant CofS, J1, USFK, for all other employees. Deciding officials may designate an individual in grades O-6 or above, who reports directly to the deciding official.

t. The decision of officials described in subparagraph 13-6s is final and will be forwarded by letter to the appellant through the servicing CPAC/HRO/CPO within three work days from the day CPAC/HRO/CPO receives the final decision memorandum. The servicing CPAC/HRO/CPO will take actions necessary to implement the decision.

u. 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 is entitled to the full amount of total pay he would have received if the absence had not occurred except for the actual period of suspension. This includes 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. In order to compute the proper amount for retroactive payment and adjust the employee's leave balances, supervisor of the employee will immediately prepare T&A report per pay period, and submit the T&A reports to the servicing payroll office. The T&A reports should be marked as "FOR RETROACTIVE PAYMENT" at the top of the report. To recredit leave balances, corrected T&A reports will be submitted with a mark "CORRECTED T&A REPORT" at the top of the report. 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. 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 CPAC/HRO/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.

v. Information on documents of a hearing completed will not be released to management or appellants except the final USFK decision. Release of such information requires concurrence of FKJA and approval of the deciding official.

13-7. Maintenance of Records
Upon completion of the action, grievance and appeal records will be maintained by the servicing CPAC/HRO/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 Korean civilian employees will be appraised annually to fairly and objectively measure the employee's progress toward meeting the organization's goals and/or making contributions to mission accomplishment.

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 the level of current performance.

e. To ensure that all ratings are fair, objective, and based solely on individual merit and quantifiable contributions to mission accomplishments and/or to meeting organization's goals.

f. To use the performance appraisal to assist in determining the need for training, CLG, or separation when performance is inadequate.

g. To serve as the basis for recognizing outstanding performance and incentive awards decisions.

14-3. Responsibilities

a. All designated supervisors of Korean civilian employees 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 strengths and weaknesses, 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 honorary, monetary or time-off awards for outstanding performance.

b. The CPAC/HRO/CPO will provide advice, assistance, and training to managers, supervisors, and employees, on the various aspects of the performance appraisal program.

14-4. Procedures

a. APF and NAF Korean permanent employees to include reappointed retirees will be appraised IAW the procedures outlined below, using USFK Form 155EK-E (Korean Employee Performance Appraisal). Former permanent employees converted to temporary employment as a result of RIF without a break in service will also be entitled to performance appraisal IAW the same procedures stated below.

b. Periods of appraisals.

(1) Annual performance appraisals for Korean employees serviced by U.S. Army CPACs will be completed according to the following rating schedule (See table 14-1). Other service components and activities that are not serviced by the U.S. Army CPACs have the option of using the above schedules or establishing their own schedules.

Table 14-1
Periods of Appraisals

Pay Schedule and Grade	Rating Periods	Due to CPAC NLT
KGS-1 through KGS-6	1 May – 30 Apr	31 May
KGS-7 and above	1 Feb – 31 Jan	28 Feb
KWB-1 through KWB-5	1 Nov – 31 Oct	30 Nov
KWB-6 and above	1 Aug – 31 Jul	31 Aug

(2) 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 in the current position continuously for at least 180 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. When a ratee has been in the position for at least 180 days, and leaves the position within 180 days from the end of his/her annual rating period as a result of a promotion, lateral reassignment, or change to lower grade, the ratee may receive an early annual appraisal up to 30 calendar days from the effective date of the personnel action. In case the early annual is not conducted in a timely manner, the ratee may be appraised for the time period at the end of the rating periods as specified in subparagraph 14-4b(1).

(3) Thirty days before the end of the established rating period each year, the servicing CPAC/HRO/CPO will advise rating supervisors of their responsibilities to evaluate all their employees' performance in a timely manner. The rater need not complete USFK Form 155EK-E for employees assessed as satisfactory. The rater will complete USFK Form 155EK-E in quadruplicate 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 work folder and two copies forwarded to the servicing CPAC/HRO/CPO. When the employee is recommended for an outstanding rating, two copies of USFK Form 155EK-E and other supporting documents, i.e., justification and/or proposed citation, will be forwarded to the servicing CPAC/HRO/CPO for review of regulatory compliance. If the employee is recommended for a Sustained Superior Performance Award (SSPA) based on an outstanding rating, an RPA will be submitted by the supervisor after the servicing CPAC/HRO/CPO completes a review of the relevant documents, i.e., USFK Form 155EK-E, justification and/or citation. The due date for submitting documents to the servicing CPAC/HRO/CPO is NLT 30 days after the end of the rating period. Rating supervisors will record the overall performance rating (unsatisfactory, satisfactory, or outstanding) in the employee work folder.

(4) When annual performance appraisals need to be deferred, rating officials are required to submit a request of deferment to the servicing CPAC/HRO/CPO within 30 days after the end of the rating period. Annual performance appraisals may be postponed for not more than 90 days for the following reasons:

(a) A 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.

(b) Employee has not been performing the regularly assigned work because of extended details or absences.

(c) Extension is necessary to provide for a warning period.

c. Change in rating official. If the rating official changes or departs during the rating period and has supervised an employee for 120 days or more and the employee's performance has been outstanding, a closeout appraisal rating is accomplished as follows:

(1) Early Annual. If the supervisor has supervised an employee for over 120 days and leaves within 120 days prior to the end of the rating period, he/she must officially closeout the employee's annual rating.

(2) Special Rating. If more than 120 days remains in an employee's rating cycle, the supervisor should prepare a special rating. This is not a rating of record for official purposes, but serves only as information for the new supervisor to use when he/she does the annual rating and recommends an overall outstanding rating for an employee.

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-E. The first five rating elements, described below, pertain to both supervisory and nonsupervisory positions, and the last element pertains only to supervisory positions. The minimum critical rating elements for nonsupervisory personnel are the quantity of work and quality of work. For supervisory personnel, the minimum critical elements are quantity of work, quality of work, and supervision and administration. There are no requirements for written performance standards for Korean employees. If a supervisor wants to establish critical rating elements different from those listed below, however, written performance standards must be developed and the employee must be informed of the standards.

(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 or 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 solutions, select the best course(s) 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. When appraising performance against established performance requirements, supervisors will:

(1) Regularly evaluate work performance of subordinates against measurable 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 of deficiencies, and training or self-development activities needed. Major emphases 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 improve, performance remains 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 during at least the past 180 days of the rating period.

(2) Above average (B): applies when an employee's performance has met all requirements with occasional outstanding performance.

(3) Average (C): applies when an employee's overall performance during the rating period has 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 closer technical supervision. 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 CPAC/HRO/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. As a minimum, all critical elements plus one other element must be rated outstanding and the rest of the elements must be rated above average before assigning an overall rating of outstanding. If any critical rating element is rated unsatisfactory, an overall rating of unsatisfactory is assigned. The performance evaluation must address how the employee's performance was sustained at an outstanding level during the rating period. An outstanding rating will not be processed until the employee has served a minimum of 12 months continuously in the current position. If the provisions of subparagraph 14-4b(2) are met, the employee will be rated and may receive an outstanding rating for periods of less than 12 months.

(2) Satisfactory. Work performance falls within 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 element is unsatisfactory.

(b) For supervisory personnel, when any one of the three rating elements, quantity of work, quality of work, or supervision and administration, is 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-E. 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 both the next higher level supervisor and the approving official, the immediate supervisor will forward USFK Form 155EK-E to the servicing CPAC/HRO/CPO.

(4) 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 but no more than 90 calendar days in which to improve performance. The period to demonstrate acceptable level of performance is decided by the supervisor based on the employee's position, the extent and the nature of the performance problems. 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 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-E with an overall rating of unsatisfactory, obtain second-level supervisory concurrence. The supervisor will then initiate an RPA/SF 52 with a copy of the prepared USFK Form 155EK-E to the servicing CHRA/HRO/CPO specifically requesting that the employee be reassigned, CLG, or separated. The servicing CHRA/HRO/CPO will then take one of the following actions:

(1) If the supervisor requests a reassignment or CLG, the normal personnel procedures for such actions will be followed.

(2) If the supervisor requests separation, the servicing CHRA/HRO/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 2)). 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 120 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 RPA/SF 52 that will be forwarded to the servicing CHRA/HRO/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. Supervisor's Evaluation

Supervisors will evaluate overall work assignments and performance of their employees. Supervisors will comment on the employee's strengths and weaknesses, efforts to meet 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 ratings, employee assignments and goals, and training and development plans.

b. The employee will 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 level 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 level supervisor will review and sign the appraisal form to indicate concurrence.

14-9. Trial Period

a. Completion of 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 CPAC/HRO/CPO at the beginning of the ninth month of the employee's trial period. This notice gives the supervisor sufficient time to effect necessary actions for employees whose performance is not successful in all rating elements. Decisions to terminate employees serving trial periods may be made at any time during the trial period.

c. If an employee has been absent from duty for an extended period of time (Chapter 7, paragraph 7-8), the supervisor will so advise the CPAC/HRO/CPO. The servicing CPAC/HRO/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 by an equal amount of absence in nonpay status. Absence due to a job-related injury while employed with USFK is creditable toward completion of trial period.

Chapter 15
Employee Training and Development

15-1. Purpose
This chapter establishes policies and requirements for the training and development of Korean 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 and organizational performance and to meet present and anticipated needs for administrative, technical, professional, and managerial skills and organizational goals.

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 CHRA/CPAC/HRO/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 when necessary.

(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 local 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) Enter all completed training data of employees into the DCPDS within 10 workdays of completion of the training. Those who do not have access to DCPDS will report the training data to the servicing CPAC/HRO/CPO.

(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) Assessing their background and potential against specific or general goals.

(2) Broadening their background in pursuit of career goals.

(3) Communicating their interests and desires for study and other developmental activities to their supervisors.

(4) Consulting with human resources specialists in the CPAC/HRO/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. There should be a relationship between the knowledge, skills, and abilities the training is intended to provide and an employee's officially assigned duties. Employees may be assigned to training associated with their current duties or anticipated duties related to the mission of the agency.

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 workforce 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 and organizational 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.

d. Employees cannot be directed or allowed (voluntarily) to attend required training at their own expense.

15-6. Required Training Programs

a. Employees will receive a general orientation by the CPAC/HRO/CPO at the beginning 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 CHRA/CPAC/HRO/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 workforce.

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, including online training, and the best interest of the government, will be considered.

15-9. 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, cash, time-off and length-of-service 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 of nominal value that can be worn or displayed.

b. **Incentive awards** - an inclusive term covering cash awards, honorary awards, time-off 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 Award (SSPA): Sustained superior performance consists of individual performance for a specific period for which an outstanding performance rating has been granted.

(2) Special Act or Service Award (SASA): 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.

(3) On-the-Spot Cash Award (OTS): A small SASA ($50 to $500) which may be given by a supervisor for day-to-day accomplishments of subordinate employees. Processing of OTS awards will be the same as that of other special achievement awards.

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 jurisdictions under the provisions of this regulation.

c. The CPAC/HRO/CPO director or his/her official 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. Supervisors will ensure that recommended awards are in full compliance with all regulatory requirements. The Incentive Awards program is frequently the only means of recognizing employee contributions to mission

accomplishment. 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 the different types of 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 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.

i. If an employee is nominated for a special achievement award or TOA, an RPA will be submitted by the supervisor to the CHRA/HRO/CPO. Whenever a cash award is authorized, the CHRA/HRO/CPO will forward a copy of NPA/SF 50 or an appropriate service component

document to the servicing payroll office for payment.

j. Suggestions will be fairly and equitably evaluated and processed expeditiously IAW regulations of the service components.

16-5. Awards Based on Sustained Superior Performance

The following requirements apply in authorizing a special achievement award based upon sustained superior performance:

a. The award must be in recognition of continuous service for which an outstanding performance rating has been given.

b. The nomination for the award must be initiated 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. If necessary, local incentive awards committees will review the nomination and recommend appropriate action to the approving official.

c. Chiefs of joint and special staff sections of major commands, major subordinate commanders, and commanders reporting directly to the major commander may approve the amount of the award up to 200 hours of base pay of the employee's current grade and step rate. Commanders of major command may approve cash awards up to 400 hours of base pay or 20 percent of annual base pay of an employee for unusually exceptional performance warranting a higher amount of cash award. If an employee is on saved pay, the employee's current grade and step rate will be the basic pay rate of his/her saved pay when determining the amount of the employee's Sustained Superior Performance cash award.

d. Nomination for, or approval of, a special achievement award is not authorized when disciplinary action is pending.

e. The immediate supervisor is responsible for initiating a recommendation for an award and must provide adequate written justification. The servicing CPAC/HRO/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 SASA 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 time-limited, 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 G. 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. The TOA may be used alone or in combination with monetary or non-monetary awards to recognize the same kinds of employee contributions. Contributions must directly support the USFK mission and result in benefits similar to SASA and OTS. The extent of the contribution to the USFK mission will be a primary factor when determining the amount of time that is approved.

b. 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. An appropriate 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 NPA/SF 50 must be generated by the CHRA/HRO/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 G 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 (see table 16-1) will be paid every 5 years in the amount shown below when the employee reaches the years of service shown. The CHRA/HRO/CPO will review and certify the SCDs and will forward a copy of NPA/SF 50 to the servicing finance office for payment. Individuals serving on reappointments after reaching age 60 will retain the SCD they had immediately prior to retirement at that age.

Table 16-1
Long-Term Service Cash Awards

Years of Service	Cash Award
5	Won amount equivalent to $100.00
10	Won amount equivalent to $325.00
15	Won amount equivalent to $420.00
20	Won amount equivalent to $550.00
25	Won amount equivalent to $650.00
30	Won amount equivalent to $750.00
35	Won amount equivalent to $850.00
40	Won amount equivalent to $950.00
45	Won amount equivalent to $1,050.00
50	Won amount equivalent to $1,150.00
55	Won amount equivalent to $1,250.00

***Note*:** The Long-Term Service Cash Awards do not end at 55 years of service. The award will be paid to employees with over 55 years of service at 5-year intervals with Won amount equivalent to $100 added to the previous award amount.

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 settlement 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. **Consult** - to deliberate together; to ask advice of; to seek the opinion of; to discuss or consider; and 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. **Negotiate** - to meet and confer 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; and to reconcile differing views.

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 programs of the United States Forces in Korea.

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 are occurring, prompt and firm actions will be carried out, in a systematic and orderly manner, to prevent or stop them.

d. Management officials, CPAC/HRO/CPO, and their staffs will maintain absolute neutrality on internal union affairs. No management official, CPAC/HRO/CPO, or his/her 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; nor support any individual for election, reelection, or appointment, to a union office.

17-4. Responsibilities

a. The CPD, 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 Ministry of Employment and Labor.

(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 recognized 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 in advance 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 CPAC/HRO/CPO as the principal contact points for dealings with the union chapters and subchapters.

(3) Investigate employee grievances and ensure that equitable and fair treatment is provided. Within regulatory authority, attempt 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 96205-5237, for further review and determination.

(4) Report promptly to HQ USFK, ATTN: FKCP, Unit #15237, APO AP 96205-5237, noncompliance with SOFA provisions or provisions of the Labor-Management Agreement, or any other unfair labor practices by the union or employees.

(5) Provide representation to negotiation teams when requested.

d. The servicing CPAC/HRO/CPO will -

(1) Serve as the principal point of contact for dealings with recognized union chapters and subchapters.

(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 CPAC/HRO/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 of the employer 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 chapter 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, Unit #15237, APO AP 96205-5237, presenting both sides of the issue and CPAC/HRO/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 USFK-wide implication will be reported as above.

b. The USFK CPD, will be informed immediately of any labor disturbance, slowdown, or work stoppage.

c. The CPAC/HRO/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, Unit #15237, APO AP 96205-5237.

e. The CPAC/HRO/CPO will notify the CPD when an employee who is a union official is to receive a notice of proposed adverse action. The CPD will then notify the national office of the union representing Korean employees.

17-7. Files
The following references and record files will be maintained in CPAC/HRO/CPO on a current basis:

a. Commander's statements designating the servicing CPAC/HRO/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, 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 18
Intern Program

18-1. Purpose
This chapter establishes the policy and procedures for the management of the USFK Korean Career Management Intern Program.

18-2. General
A formally designated Korean intern position must meet all the following conditions:

a. Is developed to meet the component's staffing needs and requirements for the development of skilled professional personnel.

b. Is designed as an intern position in a two-grade interval series with an offer of career progression to the full performance level.

c. Is announced to employees and supervisors, and selection procedures specified at subparagraph 18-6a(2)(e) below are used.

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

e. Requires more frequent assessment than the performance of regular employees.

f. Provides for noncompetitive promotion to target position upon successful completion of training plan requirements.

18-3. Objectives
The primary objectives of the intern program are to -

a. Provide for a planned intake of personnel with high potential to meet USFK Korean staffing needs as a result of an aging population of highly skilled and technically experienced members of the workforce.

b. Provide Korean employees with the skills, knowledge, and abilities required to advance to, and perform at, the target level of a specific career program (CP) or career field (CF).

c. Attract, develop, mentor, and retain a cadre of highly qualified KN employees.

d. Promote efficiency and economy in achieving the mission of USFK.

18-4. Definitions
This chapter uses the following definitions:

a. **Intern** - an employee who has met the entrance requirements for an entry-level position in an established career program at paragraph 18-5 below. The intern has agreed to complete a highly structured training program (i.e., systematic on-the-job and classroom training according to a prescribed training plan) and occupies a position with known potential with noncompetitive promotion to a target level.

b. **Training Plan** - the means of preparing an intern for target level performance. Training plans outline the skills, knowledge, and abilities that interns must acquire to successfully perform the target level duties in their respective career programs. Successful completion of the training plan is the basis for noncompetitively promoting interns to their target positions.

c. **Target Position** - the position in which the intern is placed after completing the training program.

d. **Journeyman Position** - the typical operating level of the position within an organization. The journeyman level position may or may not be the same as the target level position, i.e., the grade of the target level position could be established as KGS-9 while the journeyman level in a specific organization might be classified as KGS-11, depending on the level of work assigned to the organization.

18-5. Program Requirements

a. The following career programs and fields are established for Korean interns:

Number	Programs/Fields
CP-10	Civilian Human Resource Management
CP-11	Comptroller
CP-12	Safety and Occupational Health Management
CP-13	Supply Management
CP-14	Contracting and Acquisition
CP-15	Quality and Reliability Assurance
CP-16	Engineers and Scientists (Non-Construction)
CP-17	Materiel Maintenance Management
CP-18	Engineers and Scientists (Resources and Construction)

CP-19	Physical Security and Law Enforcement
CP-20	Quality Assurance Specialist (Ammunition Surveillance)
CP-22	Public Affairs and Communications Media
CP-24	Transportation Management
CP-26	Manpower and Force Management
CP-27	Housing Management
CP-28	Equal Employment Opportunity
CP-31	Education Services
CP-32	Training and Warfighting Developments
CP-33	Ammunition Management
CP-34	Information Technology Management
CP-35	Intelligence (General)
CF-51	Morale, Welfare and Recreation
CF-53	Medical

b. Interns may be hired in other career fields than listed above as deemed appropriate by management.

c. Intern positions will be annotated, “Intern position,” in the Remarks section of all RPAs and NPAs, in the first line of the position description, and on top of USFK Form 155EK-E, Korean Employee Performance Appraisal.

d. Priority consideration for an intern position will be given to current employees in priority group 5 before applicants in priority groups 6, 8 and 9 are considered. Only after exhaustive efforts to recruit qualified current employees, will consideration be given to hiring applicants in priority groups 6, 8 and 9, excluding priority group 7. Applicants must have, at a minimum, one of the following English test scores before applying for an intern position: Computer Based Test of English as a Foreign Language (CBT TOEFL), Internet Based Test (IBT) TOEFL, Test of English for International Communication (TOEIC), and Army Language Course Placement Test (ALCPT):

CBT TOEFL	IBT TOEFL	TOEIC	ALCPT
213+	80+	800+	90+

e. Intern training normally will last 2 to 3 years. Longer training periods require approval of the commander, except as indicated in f below.

f. When an intern has not successfully completed the first or second phase of training, either training phase may be extended up to 3 months, and promotion may be delayed. Extension of an intern training program beyond 6 months, however, requires approval of the commander.

g. The determination of grade levels for intern positions includes the following:

(1) Entry Levels. The entry level is grade KGS-5.

(2) Intern positions will be established two-grade interval below the grade of the target position (e.g., from grade KGS-5 to intermediate grade KGS-7 and for target grade KGS-9).

(3) Interns must meet the minimum qualification requirements listed in USFK Regulation 690-118.

(4) Voluntary acceptance of a lower grade in order to enter an intern program will not be considered a demotion. Current employees entering the intern program at a lower grade will be entitled to pay protection as described in subparagraph 8-4i(3) during the intern training period. This must be annotated in all intern vacancy announcements and NPAs.

h. Performance Appraisal.

(1) Identifies, at the beginning of an appraisal period, the objectives of the training.

(2) Defines what the intern is supposed to learn and be able to demonstrate at the end of the appraisal period.

(3) Establishes the qualitative and quantitative performance standards by which the intern will be measured.

(4) Provides information to interns about their strengths and weaknesses and contributes to their professional development.

(5) Provides management information for decisions to train, reward, reassign, promote, retain, or remove interns. Appraisals must reflect realistic ratings and be completed on schedule.

(6) Chapter 14, Performance Appraisal, USFK Regulation 690-1, will be used to rate Korean employee interns.

(7) Supervisors must complete performance evaluations for each intern based on the established qualitative and quantitative performance standards. The performance evaluation process assesses intern progress and affects promotions and graduation. Recognition for a job properly done and correction for improper work are equally important in the development of an intern. Interns are in an official training status throughout their internship. Therefore, their performance requires more frequent assessment than the performance of regular employees. Interns must successfully complete each part of their training assignment (e.g., formal classroom training, on-the- job instruction, and correspondence courses including online training). Unsuccessful completion of a portion of the training requires retraining and could delay intern promotion or lead to an intern's removal from the intern program. Performance evaluations will be prepared as follows:

(a) Supervisors will evaluate the performance of interns every 6 months, using the Korean Employee Performance Appraisal Form, USFK 155EK-E. Supervisors will identify the rating as annual. The first evaluation will cover the period from entrance to duty up to the date of the first 6-month evaluation. Subsequent evaluation periods will be completed every 6 months.

(b) Supervisors will prepare special intern evaluations to keep track of intern performance if the intern rotates from one supervisor to another. Evaluation periods will end 2 weeks before the departure of the supervisor.

(c) The supervisor will forward the completed evaluation form through the servicing CPAC to the CHRA for inclusion in the OPF. Supervisors from other component services will forward the evaluation to their servicing civilian personnel offices.

i. Performance Requirements. Based on master intern training plans (MITP) and individual development plans (IDP), raters, with input from the intern, will establish critical objectives to document the training to be accomplished. If a rater is not a subject matter expert, the rater must

consult with a subject matter expert. Requirements will be developed for the semiannual rating period. All raters who will be training the intern during the rating period should participate in developing the objectives.

j. Performance Recognition. Recognizing interns for performance is permissible. Guidance on specific qualifying criteria or appropriateness of awards or recognition instruments is contained in the AK Reg 672-30 (Eighth United States Army Civilian Awards Program), AR 672-20 (Incentive Awards) and applicable component service regulations.

k. Intern Training.

(1) Supervisors are responsible for ensuring that training is conducted IAW the MITP and the IDP. They will also ensure a high caliber of instruction and provide an atmosphere during training activities that will encourage interns to participate to the fullest extent and to discuss any matters freely.

(2) Master Intern Training Plans.

(a) An MITP will be developed for each intern by the supervisor in consultation with the appropriate service component Career Program Manager (CPM) and a CPAC/HRO/CPO Human Resources Development (HRD) advisor at the servicing CPAC/HRO/CPO.

(b) The MITP in AR 690-950 and other applicable component service regulations may be tailored to meet the needs of Korean interns. The training plans describe the training content, the method of instruction, the amount of time devoted to each subject, and the knowledge, skills, and abilities that should result from the training. The plans are comprehensive, identifying the subject matter that all interns in the specific career field should know. The MITPs identify both on-the-job and formal classroom training.

(c) Interns will attend only those courses deemed in advance to be essential and directly related to performance in their target positions.

(3) Individual Development Plans (IDPs).

(a) An IDP will be prepared for each intern by the supervisor and the intern in consultation with a CPAC/HRO/CPO HRD advisor at the servicing CPAC/HRO/CPO. It will summarize relevant on-the-job, and formal and informal training and development based on the intern's level of expertise.

(b) The IDP must be prepared within 30 days of intern's entry on duty date. Effective and sound management of resources allocated for travel and training cannot be overemphasized; therefore, TDY training involving significant out of country travel will be planned after a careful evaluation and determination that it is in the best interest of the Government. A sample IDP is enclosed. (See figure 18-1 below.)

(c) The IDP should be attached to the Korean Employee Performance Appraisal, USFK Form 155EK-E.

l. Korean employee interns are expected to be long-term full-time permanent employees and will be placed in a separate competitive level for RIF purposes during their internship.

Intern Individual Development Plan

INTERN INDIVIDUAL DEVELOPMENT PLAN (USFK REG 690-1)		
1. NAME OF INTERN:	2. TITLE, SERIES, AND GRADE OF TARGET POSITION:	
3. CURRENT TITLE, AND GRADE OF INTERN:	4. PERIOD COVERED BY THIS IDP:	
	FROM:	TO:
5. WHAT KNOWLEDGE, SKILLS, AND ABILITIES DOES THE INTERN NEED TO POSSESS AT THE END OF THE TRAINING PROGRAM COVERED BY THIS IDP:		
6. WHAT ACTIVITIES WILL THE INTERN PERFORM TO ACQUIRE THIS KNOWLEDGE AND THESE SKILLS AND ABILITIES? a. On-the-job training activities: b. Formal training course titles for which the trainee will be nominated and successfully complete: c. Correspondence course titles in which the trainee will enroll and successfully complete:		
7. HOW LONG WILL BE SPENT PROVIDING EACH KNOWLEDGE, SKILL, AND ABILITY DESCRIBED ABOVE?		
NAME AND SIGNATURE OF INTERN	NAME AND SIGNATURE OF SUPERVISOR	
NAME AND SIGNATURE OF HUMAN RESOURCE DEVELOPMENT ADVISOR	DATE THIS IDP DEVELOPED	

USFK FORM 257-E, 1 JUN 03

Figure 18-1. USFK Form 257-E (Intern Individual Development Plan)

18-6. Responsibilities

a. The component commander will establish the Korean intern program within fiscal resources and manpower requirements of each component service to maintain a stable Korean employee workforce in view of an increasing number of older, highly skilled and technically experienced employees. This Korean intern program is optional. If the Korean intern program is established:

(1) The resource management of the service component and tenant organizations will program budget and allocate funds for the intern program and monitor administration of intern funds. Command support and emphasis will be used to earmark funds for the intern program.

(2) Major subordinate commanders, activity commanders, and staff principals who report directly to the component commander will:

(a) Identify and determine the number of intern spaces needed in their organizations.

(b) Establish intern spaces in addition to existing authorizations on the Table of Distribution & Allowances (TDA) to timely fill positions to be vacated by incumbent older and retiring employees or establish intern positions to fill vacancies on the TDA, as appropriate.

(c) Ensure that adequate funds are planned, programmed, and allocated for interns to be trained.

(d) Initiate RPAs for intern recruitment. A copy of the training plan for each level of progression will be attached.

(e) A selection board, comprised of the activity commander or his/her designee; the appropriate CPM or subject matter expert; and the director of the servicing CPAC/HRO/CPO or his/her representative, will interview and select interns based on high potential for job success, including the ability to make oral presentations in English.

(f) Approve out-of-country training requests.

(g) Appoint a supervisor to serve as the intern's primary source of information and to counsel about career fields, progression patterns, the evaluation system, the intern training program, and placement.

(h) Major subordinate commanders may delegate authority to perform work as stated above to area/installation commanders and staff principals or civilian equivalents who report directly to the major subordinate commander.

b. Service component Career Program Manager will:

(1) Review and approve MITP and IDP to include a rotation plan at different levels of organizations during the intern program period.

(2) Review the quality of intern training by reviewing individual performance appraisals. Ensure that corrective actions are taken when warranted.

(3) Provide consultation to the commander in the selection of qualified interns to ensure high potential for success on the job.

c. Interns will:

(1) Participate in the activities and assignments set forth in their training plan, striving for a high level of work performance.

(2) Endeavor to expand the skills, knowledge, abilities, and personal characteristics required in the career field through pertinent self-development activities.

(3) Participate in oral and written evaluations.

(4) Comply with the provisions of employment and promotion conditions. Interns who fail to fulfill the conditions will be subject to CLG, lateral reassignment**,** or separation.

d. The CHRA/HRO/CPO will recruit interns and will:

(1) Announce intern jobs, rate/rank applications, and give a referral list to the appropriate manager or commander for selection. Ensure all RPAs for interns are annotated, “Intern position,” in the Remarks section and attach a copy of the training plan for each level of progression. Ensure all NPAs for interns are annotated, “Intern position,” in the Remarks section.

(2) Build positions and process the RPAs once a selection is made and an applicant accepts a job offer.

(3) Contact the servicing CPAC/HRO/CPO to in-process the intern.

(4) Maintain files and records on interns processed.

(5) Certify completion of required training by interns.

(6) Process placement actions for graduated interns.

e. The servicing CPAC/HRO/CPO will:

(1) Provide advisory services to management in initiation of RPAs for intern recruitment to include annotation of “Intern position” in the Remarks section and attachment of a copy of the training plan for each level of progression.

(2) Provide assistance to supervisors in development of MITP and IDP for interns.

(3) Review performance appraisals for compliance with IDP and training plan.

(4) Forward a copy of the performance appraisal and completed IDP to the CHRA/HRO/CPO for inclusion in the OPF.

f. Supervisors will:

(1) Prepare the training plan to include the MITP and the IDP.

(2) Initiate RPAs for recruitment of interns.

(3) Ensure that training of interns is conducted IAW the training plan.

(4) Prepare performance standards and complete performance evaluations for each intern in a timely manner.

(5) Initiate RPAs for promotion and placement of interns.

(6) Maintain an official employee work folder for each intern.

18-7. Conditions for Promotion

a. An intern meeting all of the conditions stated below should be non-competitively promoted to the intermediate or target level position based on potential to perform at the next higher grade.

(1) The intern must meet time-in-grade requirements.

(2) The intern's performance must be at or above a satisfactory level.

(3) The intern must have successfully completed all training requirements as stated in the IDP and MITP.

(4) The servicing CHRA/HRO/CPO HRD advisor must have certified successful completion of all training requirements as stated in the IDP and MITP.

b. When an intern fails to meet any of these conditions, the intern training plan may be extended not to exceed 6 months. If, after the extension, an intern still fails to meet applicable requirements, the intern may be reassigned or CLG to another available position for which qualified**,** or separated. Recommendations will be coordinated with the CHRA/HRO/CPO and the servicing CPAC/HRO/CPO prior to effecting any action. In these cases, recommendations will include specific reasons why reassignment or CLG is necessary and what positive management efforts were made to help the intern improve performance. Reassignment, CLG or separation of failing interns will be authorized only with the assistance of the CHRA/HRO/CPO and the servicing CPAC/HRO/CPO.

(1) If an intern, who was a USFK employee prior to selection to an intern position, fails to meet the performance and training requirements after an extension and management efforts, the intern may be reassigned or CLG to another available position for which qualified within the activity that trained him/her. If a position is not available within the activity that trained him/her, the intern serviced by the CHRA/HRO/CPO may be reassigned or CLG within the CHRA/HRO/CPO serviced areas. (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 2)). If a position is not available for reassignment or CLG for an intern after management efforts, or if an intern continues to fail to perform satisfactorily after assignment or CLG, the intern may be separated from the Department of the Army (DA) or component service IAW the applicable regulations.

(2) If an intern, who had no previous USFK employment, fails to meet the performance and training requirements after an extension and management efforts, the intern may be reassigned or CLG to another available position for which qualified within the activity that trained him/her, provided the commander approves the placement. If a position is not available within the activity and separation is recommended as the final action against the intern, procedures in Chapter 10 of this regulation will apply. (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 2)).

c. Where all the conditions are fully satisfied and the intern is eligible for promotion, supervisors will initiate and submit an RPA to the CHRA/HRO/CPO 60 days prior to the eligibility date for promotion.

18-8. Placement of Korean Interns

a. Policy. Normally, graduating interns will be placed within the activity that trained them. However, in the event of a RIF, reorganization or manpower reduction, interns will be assisted by the activity that trained them to secure a permanent position on local TDA spaces upon completion of the 2 to 3-year training period. If difficulty in placing a graduating intern is expected, the servicing CHRA/HRO/CPO should be notified 90 days before the expected graduation date for assignment to other positions. A current USFK Form 130EK (Application for Employment) and the intern's most recent performance rating should accompany the notice.

b. Interns serviced by the CHRA who have successfully completed an internship but cannot be placed on local TDA spaces will be placed IAW RIF procedures within the CHRA serviced areas.

c. Interns serviced by other component service HRO/CPO who have successfully completed an internship but cannot be placed on local TDA spaces will be placed IAW RIF procedures within the component HRO/CPO serviced areas.

d. Early Placement. Activities are encouraged to place Korean employee interns against local TDA spaces before the intern completes the intern training program. This will ensure a permanent position for the intern upon graduation.

e. Interns will not apply for another job during their internship, unless authorized by management.

f. Interns should be encouraged to remain in the target position with the activity that trained them for 12 months after placement, unless granted an exception by management.

Note: See figure 18-2 below for Employment Conditions for Korean Interns.

EMPLOYMENT CONDITIONS FOR KOREAN INTERNS

1. The employment conditions of (date) _____ concluded between _____ and _____ (Name of employing organization) (Name of employee) are established under the Korean Career Management Intern Program. The objectives of these employment conditions are to train and develop the employee for assignment to the target grade, if the employee demonstrates satisfactory performance and gains sufficient knowledge and experience during the established training period.

2. Execution of the following agreement is required as a condition of employment upon entrance into the position of _____. Selection for the position is contingent upon the selectee's timely execution of this agreement.

a. Management acknowledges the obligation to exercise judgment and integrity in providing required training and directing permanent placement for interns.

b. The intern understands:

(1) The requirements of the intern training plan for the career program or field of the position, which are set forth in the appropriate Master Intern Training Plan.

(2) Location of initial training site: _____.

(3) Entry on duty date: _____.

(4) Normal duration of training is 2 to 3 years dependent upon the established training period. It may be lengthened not to exceed 6 months IAW the commander's approval.

(5) During tenure in the intern program, promotions are dependent upon successful performance, completion of all required training, and a recommendation by the supervisor, as follows:

(a) Entry grade_____.

(b) Target grade_____.

(c) Minimum time to grade _____ is _____months.

(d) Minimum time to grade _____ is _____months.

(CONT)

Figure 18-2. Employment Condition for Korean Interns

EMPLOYMENT CONDITIONS FOR KOREAN INTERNS (CONT)

(6) The supervisor and the CHRA/HRO/CPO Human Resource Development Advisor will certify successful completion of required training prior to promotion.

(7) Promotion beyond the target grade will be consistent with the Office of Personnel Management merit promotion policy, appropriate Department of the Army or component service regulations, and local pertinent regulations and policies.

c. Interns will not apply for another job during their internship, unless authorized by management.

d. Interns should be encouraged to remain in the target position with the activity that trained them for 12 months after placement, unless granted an exception by management.

3. The intern understands and agrees to accept temporary training or developmental assignments at various installations and training sites during the internship as directed by the intern's supervisor and the CHRA/HRO/CPO Human Resource Development Advisor.

4. Appropriate pay adjustments will be provided in the placement of current employees within the entry-level grade for which selected.

5. Failure to comply with this agreement may result in reassignment, CLG, or separation in accordance with applicable regulations.

6. This agreement may be terminated or modified by the supervisor with the concurrence of the Director of the servicing CPAC/HRO/CPO for reasons which are in the best interests of the parties involved by issuing a written notice to that effect.

7. The intern, or the activity on behalf of the intern, may request release from provisions of this agreement, in writing, through command channels to the servicing CHRA/HRO/CPO in the event that circumstances become such that undue hardships or gross inequity would result if release were not granted.

_____	_____
(Intern's signature and date)	(Name and signature of the servicing CHRA/HRO/CPO representative and date)

Figure 18-2. Employment Condition for Korean Interns - Continued

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. Contractor 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. US Army Contracting Command Korea (USACCK) is responsible for providing an updated list of invited contractors employing Korean National employees to the USFK CPD at least once every year.

d. The USFK, CPD, is responsible for staff labor-management relations and for providing technical personnel policy interpretations.

e. CPAC/HRO/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 workforce.

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.

(f) Reappointed retirees. An employee who, after mandatory retirement, is reappointed to his or her former position with no more than a 3-day break in service.

(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 workforce (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" within that contractor's workforce.

(e) Pay of employees affected by CLG will be administered IAW Chapter 8, subparagraph 8-4i.

(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 3-5 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 officially assigns the employee 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. Each invited contractor will have a separate competitive area.

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. 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).

19-6. Injury, Compensation, and Employee Health (See Chapter 5.)

a. Compensation. Employees of invited contractors are covered by the ROK IACIP and 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) 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.

(2) 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.

(3) 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.

(4) 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(2) or(3) unless specifically authorized by the contract.

(5) 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. A separation of more than three calendar days is considered 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) No transfer of funds for sick leave will be made on contractor change over and when employees are reassigned between contractors without a break in service.

(3) There is no recrediting of sick leave balance on reemployment after a break in service.

(4) 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. 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 96205-5237, 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, paragraph 8-4) and step increases (Chapter 8, paragraph 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 bonuses that are different than those specified in Chapter 8, subparagraph 8-12a or 8-12b, 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 method of computation.

19-10. Separation (See chapter 10.)
Each invited contractor will designate a U.S. citizen management employee to perform CHRA/CPAC/HRO/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 basic 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. CPAC/HRO/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 CPAC/HRO/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 CPAC/HRO/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 MOEL labor inspectors, on request, with appropriate reference to the applicable grievance and appeal procedures or the labor disputes procedures under Article XVII of the Status of Forces Agreement between the ROK and the US. When ROK MOEL labor inspectors or officials of ROK labor relations commissions directly contact invited contractors for any action or information on complaints or petitions submitted by a labor union or individual employees, invited contractor management will immediately contact the CPAC/HRO/CPO for guidance and appropriate coordination with the USFK CPD. Invited contractors will not directly contact ROK

MOEL labor officials on union complaints or petitions of Korean employees unless otherwise cleared in advance by the USFK CPD.

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 CPAC/HRO/CPO; and HQ USFK, ATTN: FKCP, Unit #15237, APO AP 96205-5237. CPAC/HRO/CPO officials will coordinate with staff elements of the local command and higher HQ.

b. Staff members of CPAC/HRO/CPOs will be available for assistance to contractor management and for consultation with local union representatives. HQ USFK, CPD, will be available for assistance to contractor management and for consultation with national union officials and the ROK MOEL representatives.

Appendix A
References

Section I. Required Publications

AR 25-400-2, The Army Records Information Management System.

DODI 1400.25, Volume 1232, DoD Civilian Personnel Management System: Employment of Family Members in Foreign Areas.

DODD 5500. 7, Standards of Conduct.

Labor Management Agreement Between USFK and USFK Korean Employees Union.

The United States and Republic of Korea Status of Forces Agreement, Labor Article XVII.

USFK Reg 690-118, Qualification Standards for Korean Employees.

USFK Pam 690-500, Position Classification Guidance and Standardized Job Descriptions for Korean Positions.

USOPM Operating Manual, the Guide to Processing Personnel Actions.

Section II. Related Publications

AFR 30-30, Standards of Conduct.

Agreement between the United States of America and the Republic of Korea Regarding the Status of the Korean Service Corps, signed on 23 February 1967, and entered into force on 10 March 1967.

AR 690-300, Employment.

DOD Joint Travel Regulations, volume 2.

DOD 1400.25-M, Subchapter 1231, Employment of Foreign Nationals.

DOD 1400.25-M, Subchapter 1261, Observance of Holidays in Foreign Areas.

AK Reg 550-1, Korean Service Corps - Missions, Organization, Responsibilities, and Operating Procedures.

The Foreign Service Act of 1980, et seq.

The United States Employees Compensation Act of 7 September 1916, as amended.

USFK Reg 37-25, Payroll Deductions from Korean National Employees.

USFK Reg 690-22, Korean Employees Handling Disruptive Labor Actions.

USPACOMINST 0201.1, Personnel Administration for U.S. Forces Foreign National (FN) Civilian Employees in U.S. Pacific Command (USPACOM) Foreign Areas.

Section III. Prescribed Forms

USFK Form 23EK-E, Request for Reimbursement of Tuition Expense Payment.

USFK Form 125-E, Statement of Prior Service with U.S. Forces, Korea.

USFK Form 127EK-E, Verification of Disabled Veteran.

USFK Form 129EK-E, Verification of Military Service.

USFK Form 130-EK-E, Application for Employment.

USFK Form 130-1EK-E, Application for Employment – Continuation Sheet.

USFK Form 138-E, Area Reemployment Priority Card.

USFK Form 155EK-E, Korean Employee Performance Appraisal.

USFK Form 188EK-E, Leave Recipient Application.

USFK Form 189EK-E, Request to Donate Annual Leave to Recipient.

USFK Form 257-E, Intern Individual Development Plan.

USFK Form 717EK-E, Request for Kindergarten Tuition Assistance.

USFK Form 718-E, Request for Compensatory Time off for Travel.

Appendix B
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, Sonsan-kun, Kyongsangpuk-do
DMZ Kunnae-myon Changdan-kun, Kyongki-do	Dartboard Signal Relay Site Gachang-myon, Dalsong-kun, Kyongsangpuk-do
TAC 1, Site 10 Takcoma 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-dong, Suwon City, Kyongki-do	Hill 754 Chongsan-myon, Pochon-kun, Kyongki-do
Richmond Site Sangnae-myon, Taetok-kun, Chungchongnam-do	Beason VHF Site Okchon-ni, Okchon-myon, Yangpyong-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-myon, Sungsan-kun, Kyongsangpuk-do	UNCMAC TC-East Banam-ri, Gojin-up, Kosung-kun, Kangwon-do

Appendix C
Procedures for Applying New Wage Schedules

C-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 grade and step.

C-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.

C-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 NPA/SF 50 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.

C-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 (hourly total pay) is above the top step rate (hourly total pay) for the grade of the job in the new schedule, the saved rate will be retained.

b. If the current saved rate of pay (hourly total pay) is below the top step rate (hourly total pay) for the grade in the new schedule, the rate of pay will be adjusted to the new pay rate (hourly total pay) for the top step of the grade.

C-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.

C-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 D
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

D-1. The Table of Standard Penalties (table D-1, below) 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.

D-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. A proposed penalty should be at the level that would correct the employee's behavior. The proposing official should take into account all specific circumstances of the case, equitable and uniform treatment of employees who committed a similar offense, etc. The Commanders who are local deciding officials will review the submissions from management and the employee. It becomes the responsibility of the local deciding official to ensure that the penalty proposed by the proposing official is reasonable and appropriate. The local deciding official must weigh the mitigating factors listed below (often referred to as 12 Douglas Factors). The deciding official must clearly state in the decision letter that such factors were considered and why the factors reduced or did not reduce the penalty.

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, malicious, for gain, or frequent.

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.

D-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 CPAC/HRO/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.

D-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 D-3b, appendix D, when such repetition shows a consistent pattern of misconduct.

Table D-1
Standard Penalties

Nature of Offense	1st Offense	2nd Offense	3rd 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.
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 of 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, generators, and drivers. 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.			

Table D-1
Standard Penalties - Continued

Nature of Offense	1st Offense	2nd Offense	3rd Offense
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, if offense is minor; removal for major offenses.
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 dining facility 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 12-2 of this regulation and paragraph D-3 of appendix D.			
8. Bribery. Wrongfully asking, suggesting, accepting or receiving (directly or indirectly) money or anything of value (for example, goods, services, 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	

Table D-1
Standard Penalties - Continued

Nature of Offense	1st Offense	2nd Offense	3rd Offense
9. Requesting, offering, or accepting gratuities or knowingly serving as intermediary in exchange for promotion or employment or other personnel actions 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	

Table D-1
Standard Penalties - Continued

Nature of Offense	1st Offense	2nd Offense	3rd Offense
14. False statements, misrepresentation, obstruction 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
16. Violation of ration control procedures (failure to properly mark items sold on ration cards, or reprimand mishandling letter of authorization or to removal. similar acts contrary to ration control procedures).	Official written to removal.	5-to 10-day suspension	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 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).

Table D-1
Standard Penalties - Continued

Nature of Offense	1st Offense	2nd Offense	3rd Offense
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.			
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.			

Table D-1
Standard Penalties - Continued

Nature of Offense	1st Offense	2nd Offense	3rd Offense
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.			
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 US-ROK SOFA, or participating in actions disruptive of execution of formal agreements and/or understandings between USFK and the KEU.	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 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 E
Standards of Conduct

E-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. 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.

E-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 assure 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.

E-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.

E-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 themselves 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.

E-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.

E-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.

E-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 responsibilities. 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.

E-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.

E-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.

E-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 or sale 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.

E-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 the Joint Ethics Regulation, Department of Defense Directive 5500.7, to include the requirement for submission of Confidential Financial Disclosure Reports, described in chapter 7, section 3.

Appendix F
Synopsis of Removal Action Mr./Ms._____

F-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 CPD (NLT 14 calendar days after receipt in the servicing CPAC/HRO/CPO).
_____

F-2. Background

a. Charge: _____

b. Management's reasons/evidence: _____

_____

c. Appellant's statement: _____

_____

F-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: _____

f. Latest contact address: _____

F-4. Remarks
_____

Appendix G
Guide for Calculating Awards

G-1. 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	3,700,000	21,700
30,000	1,600	70,000	1,800	110,000	3,750	600,000	6,200	3,800,000	22,200
31,000	1,630	71,000	1,830	111,000	3,755	650,000	6,450	3,900,000	22,700
32,000	1,660	72,000	1,860	112,000	3,760	700,000	6,700	4,000,000	23,200
33,000	1,690	73,000	1,890	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

G-2. Scale of Awards Based on Intangible Benefits

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	$100 – 250	$250 – 500	$500 – 1,000	$1,000 – 2,500

operating principle 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 product, 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 benefits)
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 benefits)	$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)

a. 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.

b. 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.

c. 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 H
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).

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

AAFES	Army and Air Force Exchange Service
ACS	Assistant Chief of Staff
APF	Appropriated fund
ARPL	Area Reemployment Priority List
AWOL	Absence without leave
BA	Benefits Allowance
CAs	Competitive area(s)
CAP	Consolidated allowance payment
CHRA	Civilian Human Resources Agency
CL	Competitive level
CLG	Change to lower grade
COMWEL	Korea Workers' Compensation and Welfare Service
CPAC	Civilian Personnel Advisory Center
CPD	Civilian Personnel Directorate (Director)
CP	Career Program
CPM	Career Program Manager
CPOs	Civilian Personnel Office (r)(s)
CWS	Compressed Work Schedule
DCPDS	Defense Civilian Personnel Data System
DOB	Date of Birth
DOD	Department of Defense
EIP	Employment Insurance Plan
EW	Extended Workweek
FECA	Federal Employees Compensation Act
FKCP	United States Forces Korea Civilian Personnel

FY	Fiscal year
HQ	Headquarters
HRO(s)	Human Resources Office(r)(s)
IACI(P)	Industrial Accident Compensation Insurance (Plan)
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)
KNRS	Korean National Recruitment System
KSA(s)	Knowledge, Skills, and Abilities
KSC	Korean Service Corps
KWB	Korean Wage Board
LAA	Limited Access Authorization
LTCIP	Long-Term Care Insurance Plan for the Elderly
LWOP	Leave without pay
MEC	Mission Essential Civilian
MOEL	Ministry of Employment and Labor
NAF	Nonappropriated fund
NAFI	Nonappropriated fund instrumentalities
NHIP	National Health Insurance Plan
NLT	Not later than
NOA	Nature of action

NPA	Notification of Personnel Action
NPP	National Pension Plan
NTE	Not to exceed
OPFs	Official personnel folders(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
RPA	Request for Personnel Action
SCDs	Service computation date(s)
SOFA	Status of Forces Agreement
T&A	Time and Attendance
TDA	Table of Distribution & Allowances
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)