BY ORDER OF THE SECRETARY OF THE AIR FORCE

AIR FORCE MANUAL 34-310
1 DECEMBER 1995

Services

NONAPPROPRIATED FUND PERSONNEL PROGRAM MANAGEMENT AND ADMINISTRATION PROCEDURES

This manual contains specific guidance and technical procedures for managing and administering employees of nonappropriated fund instrumentalities (NAFI) for the efficient and effective management and administration of the Air Force NAF Personnel Program. Additional guidance for administering child development (CC) employees is in Air Force Pilot Pay Program for Child Care, Implementation Plan, 30 Apr 90.

This manual directs collecting and maintaining information subject to the Privacy Act of 1974 authorized by 10 U.S.C. 8013. System of records notice F040 AF NAFI B, Nonappropriated Fund (NAF) Civilian Personnel Records - Manpower, applies.

Paragraph

Chapter 1--General Provisions, Authorities, and Responsibilities
Purpose 1.1
Applicability 1.2
Authority and Responsibility 1.3
Appointing Authority 1.4
Legal Status of NAF Civilian Employees 1.5
Terms Explained. 1.6
Employee Categories and Entitlements 1.7
Hours of Work 1.8
HRO Manpower Standard 1.9

Chapter 2--Personnel Actions and Records Processing
Purpose 2.1
Responsibilities 2.2
OPF 2.3
EMF 2.4
MRPF. 2.5
Disposition of Personnel Records and Folders 2.6
Supervisor's Records 2.7
Disclosure of Information in Personnel Folders 2.8

Chapter 3--Employment Policies, Requirements, and Restrictions
EEO 3.1
Prohibited Personnel Practices 3.2
Employment of Veterans 3.3
Employment of Relatives 3.4
Employment of Minors 3.5
Employment of People with Disabilities 3.6
Employment of Retired US Military Personnel 3.7
Employment of ODM Personnel 3.8
Military Spouse Preference 3.9

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Transition Hiring Preference (THP) 3.10
NAF Employment in Foreign Areas 3.11
Entitlements and Benefits of Overseas Service 3.12
Dual Compensation and Dual Employment 3.13
Reinstatement 3.14
Individual Services Contracts 3.15
Employment of NAF Annuitant 3.16
Veteran Reemployment Rights 3.17
Voluntary Service 3.18
Agreement for the Movement of Personnel Between the Civil Service System and the NAFI System in the DoD 3.19

Chapter 4--Employment Procedures
Establishment of Positions 4.1
Qualification Requirements 4.2
Employment Requirements 4.3
Methods of Filling Positions 4.4
Applicant Supply File 4.5
Probationary Period 4.6

Chapter 5--Position Changes and Separations
Details 5.1
Reassignments 5.2
Promotions 5.3
Change of Employment Category 5.4
Interview, Selection, and Release of Employees 5.5
Separations 5.6
Dissolution of a NAFI 5.7
Transfer of Function and Movement of Employees Between NAFIs 5.8

Chapter 6--BBAs
Definition 6.1
Coverage 6.2
Coordination 6.3
Types of BBAs 6.4
Factors to Consider 6.5
Procedures 6.6
Reemployment Priority Lists (RPL) 6.7
LWOP for Career Program Employees 6.8

Chapter 7--Performance Evaluations, Incentive Awards and Recognition, and Suggestion Program
Performance Evaluation of Regular and Flexible Employees 7.1
Incentive Awards 7.2
Time Off Incentive Awards 7.3
Suggestion Program 7.4

Chapter 8--Disciplinary Actions
Purpose 8.1
Disciplinary Actions 8.2
Disciplinary Action Procedures for Suspensions, Removals, and Demotions 8.3

Chapter 9--Appeals and Grievances
General Information on Appeals and Grievances 9.1
Publicity 9.2
Related Directives 9.3
Definitions 9.4

Matters Covered by These Procedures 9.5
Matters Excluded from Coverage by the Grievance Procedure 9.6
Allegations of Discrimination 9.7
Representation 9.8
Official Time 9.9
Cancellation of an Appeal or Grievance 9.10
Remedial Action 9.11
Appeal or Grievance File 9.12
Appeal Procedures 9.13
Grievance Procedures 9.14

Chapter 12--Labor Management Relations
Labor Management Relations 12.1

Chapter 13--DoD Employee Benefit Portability Program
Purpose 13.1
Applicability 13.2
Coverage and Effective Date 13.3
Appointments 13.4
Pay Provisions for Moves from NAF to APF Positions 13.5
Pay Provisions for Moves from APF to NAF Positions 13.6
Crediting of Service in Waiting Periods for Within-Grade Increases (WGI) 13.7
Crediting of Service Towards Time-In-Grade Requirement for Promotion 13.8
Crediting of Time-In-Service in Computing Severance Pay 13.9
Retirement 13.10
Annual, Sick, and Home Leave 13.11
Health and Life Insurance 13.12
RIF 13.13
Probation Status 13.14
Tenure 13.15

Chapter 14--Leave and Other Absences
General Leave Information 14.1
Annual Leave 14.2
Sick Leave 14.3
LWOP 14.4
AWOL 14.5
Military Leave 14.6
Military Furlough 14.7
Court Leave 14.8
Administrative Leave 14.9
Excused Absences 14.10
Parental Leave 14.11
Forced Leave 14.12
Voluntary Leave Transfer Program (VLPT) 14.13
Family and Medical Leave Program 14.14
Record of Leave Data 14.15

Chapter 15--Benefits Programs
Coverage 15.1
AF NAF Employee Retirement Plan 15.2
Disability 15.3
Group Life, Accidental Death and Dismemberment, and Health Insurance Programs 15.4
Flexible Benefits Plan (FBP) 15.5
Social Security and Medicare 15.6

NAF Employee Workers' Compensation Program 15.7
NAF Employee Unemployment Compensation Program 15.8

Chapter 16--Employment of NAF Personnel in Foreign Areas
Terms Explained 16.1
Staffing 16.2
Specific Entitlements 16.3

Chapter 17--Position Classification
Purpose 17.1
Classification Authority 17.2
Systems for Classifying and Paying Positions 17.3
NAF Crafts and Trades (NA, NL, NS) 17.4
NAF Pay Band 17.5
CC 17.6
Terms Explained 17.7
Responsibilities of Managers and Supervisors 17.8
Writing PDs and PGs 17.9
The Classification Process 17.10
Effecting Actions on Classification Decisions 17.11
Maintaining Records 17.12
Classification Appeals 17.13
Special Procedures for Change to Lower Grade or Pay Band Based on Position Classification 17.14

Chapter 18--Pay and Allowances
General Information on Pay and Allowances 18.1
Terms Explained 18.2
Wage and Pay Schedules 18.3
Basic Requirements for Salary Payments 18.4
Pay Periods 18.5
Pay for Day of Entrance on Duty 18.6
Pay for Day of Separation or Death 18.7
Effective Date of Actions 18.8
Pay Setting Procedures 18.9
Special Pay Rates 18.10
WGIs 18.11
Pay Retention 18.12
Grade and Pay Retention for CT Employees 18.13
Overtime Pay 18.14
Compensatory Time 18.15
Night Differentials 18.16
Sunday Premium Pay 18.17
Holiday Observance 18.18
Holiday Pay and Holiday Premium Pay 18.19
Examples of Pay Entitlement for Holidays Worked and Not Worked 18.20
Travel and Transportation 18.21
Hazard and Environmental Differentials 18.22
Severance Pay 18.23
Allowances and Differentials 18.24
Allotments or Net Pay to a Financial Organization (FO); Allotments for Savings Bonds, Union Dues, Combined Federal Campaign (CFC), or for Alimony or Child Support 18.25
Withholding Taxes 18.26
Lump Sum Leave (LSL) Payments 18.27
Call-Back Duty Time 18.28
Call-In Duty Time 18.29

Withholding Pay and Allowances 18.30
Back-Pay 18.31
Tipped Employees 18.32
Order of Precedence and Designation of Beneficiary 18.33

Attachments

1. Personnel Action Codes and Nature of Actions for AF Form 2545 125
2. Forms Used in the Employment Process 130
3. HRO Inprocessing Checklist for New Employees 132
4. Guide for Developing Qualification Standards 134
5. Evaluating Qualifications of Candidates 137
6. Guidance on Interview Techniques 138
7. Guide to Disciplinary Actions 141
8. Service Computation Date (SCD) for Leave 142
9. Classification Standards for NAF Pay Band Positions 149
10. Instructions for Applying Exemptions of the Fair Labor Standards Act (FLSA) 172
11. Requesting Increased Rates and Special Rates 181
12. Guide for Determining Completion of Waiting Periods for Within Grade Increase 182
13. Documentation of Grade and Pay Retention Actions for CT Employees 186
14. Sample Memorandum for Covered NAF CT Employees Eligible for Grade Retention 189
15. Overtime Entitlement for CT (NS, NL, NA) Employees 190
16. Overtime Entitlement for Pay Band (NF, CC) Employees 192
17. The Fair Labor Standards Act (FLSA) Compliance and Complaint System 194
18. Travel Time as Hours of Work for the Exempt Employee 197
19. Travel Time as Hours of Work for the Nonexempt Employee 200
20. Instructions for Completion of AF Form 2548 204
21. Glossary of References, Abbreviations, and Acronyms 211

Chapter 1

GENERAL PROVISIONS, AUTHORITIES, AND RESPONSIBILITIES

1.1. Purpose. This manual describes basic procedures for managing and administering the Air Force (AF) nonappropriated fund (NAF) civilian personnel program. It also confers authority upon those responsible for administration of the program.

1.2. Applicability. This manual applies to AF NAF employees, including NAF employees in the Panama area to the extent that it can be followed and is consistent with the policies of the Panama Area Personnel Board and applicable law. It does not apply to:

1.2.1. Employees of authorized private organizations (formerly termed "private associations").

1.2.2. AF appropriated fund (APF) civilian employees and military personnel who perform assigned duties in Services activities.

1.2.3. Independent contractors, such as professional entertainers and sports officials, where no employer-employee relationship exists.

1.2.4. Individuals employed by contractors and concessionaires doing business with NAFIs.

1.2.5. Local nationals or third country nationals employed in United States (US) territories or possessions and foreign areas when such nationals are subject to the requirements of treaties or country-to-country agreements.

1.2.6. Employees of the Army and Air Force Exchange Service (AAFES).

1.2.7. Volunteers or individuals serving as Family Home Day Care Providers under the Family Home Day Care Program.

1.2.8. Air National Guard units and members.

1.3. Authority and Responsibility. The authority and responsibility to manage civilian employees of AF NAFIs flows from the Secretary of the Air Force, who bears ultimate authority and responsibility, to the Chief of Staff, and successively, to commanders of Major Air Commands (MAJCOM), or comparable organizations, subordinate commanders, and, ultimately, to first level supervisors.

Each level in the chain of command has personnel management responsibilities, from overall policy-making responsibilities at the top management level to immediate supervisory responsibilities at the operating level.

1.3.1. Personnel Management Authority. Supervisors know the mission requirements, job needs, and the employees assigned to their organizations. They best solve personnel problems and carry out personnel management responsibilities.

1.3.1.1. As a minimum, management must give supervisors authority and responsibility to:

- Select employees and assure their proper placement and use; recommend employees for promotion and reassignment.
- Assign duties and certify the accuracy of position guides (PG) and position descriptions (PD).
- Establish work standards and evaluate employee performance and conduct; take or initiate corrective action when an employee's performance or conduct is not acceptable; and recognize superior performance.
- Identify training needs; conduct on-the-job training (OJT); recommend other training; and evaluate training results.
- Resolve complaints and grievances and maintain discipline.
- Help to plan and carryout affirmative actions in support of equal opportunity objectives.

1.3.1.2. In carrying out their responsibilities for civilian personnel management, supervisors must observe the laws, policies, and guidelines applicable to the NAF civilian personnel program and will be guided by merit system principles in 5 U.S.C. 2301(b). They will also be familiar with prohibited personnel practices in 5 U.S.C. 2302(b).

1.3.1.3. Supervisors will discharge all duties without regard to race, color, religion, sex, national origin, age, handicapping condition, marital status, political affiliation, or any other non-merit factor.

1.3.1.4. When required, a supervisor must coordinate proposed actions and decisions with, or obtain prior approval of a higher level supervisor and/or the Human Resources Officer. When a supervisor is not using an authority properly, the commander may withdraw the authority and assign it to a higher level supervisor pending the outcome of an inquiry.

1.3.1.5. Delegation of personnel management authority to first level supervisors does not relieve higher level officials from responsibility for effective management. They are responsible for the groups of employees and the overall use of the total workforce within their organization. They must make sure that their subordinate supervisors manage properly and effectively, and that they adhere to the legal and procedural requirements applicable to the AF NAF civilian personnel program.

1.4. Appointing Authority. Appointing authority is the authority to appoint, classify, promote, reassign, discipline, demote, detail, compensate, separate, or effect other related personnel and position transactions that involve NAF employees. This authority is granted to the Secretary of the Air Force and is delegated to installation commanders assigned an AF NAF Human Resources Office (HRO). The Human Resources Officer acts for the installation commander in the administration of this authority as it pertains to the NAF personnel program.

1.4.1. Actions taken under this authority shall conform with all legal and regulatory requirements applicable to the AF NAF personnel program.

1.4.2. Some instructions pertaining to NAF personnel administration assign authority and responsibility for certain personnel management actions and decisions that are incident to appointing authority, to specified positions, organizations, or organizational levels. The delegation of appointing authority as addressed in this section does not limit these person's, or organization's authority or responsibility to take these actions as specified in this manual and other AF or Department of Defense (DoD) instructions.

1.4.3. Responsibilities incident to appointing authority:

1.4.3.1. **Installation Commanders.** Generally, commanders must ensure through their Services Squadron Commanders and Human Resources Officers that:

- Serviced organization management officials and supervisors are fully informed of and comply with this manual and other legal and regulatory requirements pertinent to the AF NAF personnel program.
- All personnel actions are authorized and comply with legal, policy, and regulatory requirements.

1.4.3.2. **Human Resources Officers.** The Human Resources Officer has authority and responsibility for the functions outlined in this manual.

1.4.3.2.1. Basically the role of the Human Resources Officer is to administer the use of appointing authority. In carrying out this role, the HRO staff advises and helps management meet personnel needs and solve personnel problems. The HRO staff must make sure programs and actions comply fully with the spirit and intent of laws, regulations, and policies.

1.4.3.2.2. Human Resources Officers act for installation commanders who are delegated appointing authority. They approve and issue all required notices of personnel and position actions. This authority to act for the installation commander remains in effect unless limited or withdrawn in writing by the installation commander.

1.5. Legal Status of NAF Civilian Employees. Civilian employees of AF NAFIs are federal employees of the DoD. Because these employees are paid with NAFs, they are distinguished from other AF civilian employees paid from funds appropriated by Congress.

1.6. Terms Explained.

1.6.1. **APF Employee.** A person paid from funds appropriated by the Congress.

1.6.2. **Concessionaire.** An entrepreneur under contract to an authorized NAFI to provide goods or services.

1.6.3. **DoD Components.** The DoD components consist of the Office of the Secretary of Defense (OSD), the Military Departments, the Services, the Chairman of the Joint Chiefs of Staff (CJCS) and the Joint Staff, the unified commands, and Defense agencies.

1.6.4. **HRO.** The personnel office that services AF NAFIs.

1.6.5. **Individual Services Contracts.** A written agreement between an individual and a NAFI to perform specified duties on a one-time or otherwise short-term basis. The contract does not establish an employee-employer relationship.

1.6.6. **Local National NAF Employee.** A national or citizen of a foreign host country who is employed in that country by a NAFI.

1.6.7. **Manager.** An individual who executes all directives that apply and who administers an activity or function.

1.6.8. **NAFs.** Funds generated by DoD military and civilian personnel and their dependents and used to augment funds appropriated by the Congress to provide a comprehensive, morale-building welfare, religious, educational, and recreational program, designed to improve the well-being of military and civilian personnel and their family members.

1.6.9. **NAF Accounting Office (AO).** A service organization that provides centralized professional bookkeeping, accounting services, and financial management advice for all Services activities and NAFIs serviced (AFI 34-209, *NAF Financial Management and Accounting*).

1.6.10. **NAF Employees.** Persons who are employed in, and receive compensation from a NAFI.

1.6.11. **NAFI.** A NAFI is an integral DoD fiscal and organizational entity performing an essential government function. It acts in its own name to furnish or to assist other DoD organizations primarily in providing Services programs for military people, family members, and authorized civilians. It is established and operated individually or jointly by the heads of the service departments. Its custodian and designated representatives exercise reasonable care to prudently administer, safeguard, preserve, and maintain those resources made available to carry out its function.

1.6.12. **Private Organization.** A generally self-sustaining, nonfederal instrumentality, incorporated or not, and constituted or established and operated on a US AF installation with the written consent of the installation commander or higher authority, by individuals acting exclusively outside the scope of any official capacity as officers, employees, or agents of the government.

1.6.13. **Resource Management Flight Chief.** The individual in charge of the Resource Management Flight which includes a NAF AO and financial section. The chief is also the single custodian of all serviced NAFIs, except for base restaurant and civilian welfare funds.

1.6.14. **Service Computation Date (SCD):**

1.6.14.1. The leave SCD is usually the date of appointment or conversion to regular employment. An employee with prior service has the date adjusted by the total amount of creditable DoD service.

1.6.14.2. Creditable service for the reduction-in-force (RIF) SCD does not include military service.

1.6.14.3. As provided by the Portability of Benefits for Nonappropriated Fund Employees Act of 1990 (Public Law 101-508, Section 7202), periods of appropriated fund civilian federal service may be creditable for both the leave and RIF SCD.

1.6.15. **Third Country National NAF Employee.** Citizens or nationals of a country, other than the host country or the US, who are employed in the host country by a NAFI.

1.7. Employee Categories and Entitlements.

1.7.1. Types of Appointments. There are two types of appointments, regular and flexible. Supervisors determine which type of appointment to use. The following describes the compensation and benefits for each type of appointment.

1.7.1.1. Regular Appointments. Regular employees are guaranteed a minimum of 20 hours to a maximum of 40 hours of work per week, and they receive benefits. Regular employees must be given a 24-hour notice of a schedule change. Employees are not authorized to hold two regular positions. Employees with regular appointments are eligible for the following benefits and compensation:

- Health and life insurance.
- Awards.
- Retirement plan.
- Leave: annual, sick, military, administrative, maternity, paternity, and court.
- Overtime pay.
- Holiday pay.
- Sunday premium pay.
- Shirft differential.
- Workers' Compensation
- Unemployment Compensation.

1.7.1.2. Flexible Appointments. Flexible employees have work schedules that depend on the needs of the activity. These employees may work a minimum of zero hours to a maximum of 40 hours per week, but do not receive benefits. Flexible employees must be given a 24 hours notice of a schedule change. Employees with

flexible appointments are eligible for the following compensation:

- Overtime pay.
- Shift differential.
- Awards.
- Workers' compensation.
- Unemployment compensation.

1.7.1.3. Limited Term Appointments. This type of appointment is not expected to last indefinitely. It is used to meet seasonal or nonrecurring one-time requirements, and summer employment; to fill a continuing position when the incumbent is absent due to temporary duty (TDY), extended leave, temporary promotion, etc.; or to fill a vacancy that is programmed for cancellation within a specific time frame.

1.7.1.3.1. Limited term appointments may include regular and flexible appointments. All benefits and compensation applicable to the normal regular and flexible appointments apply accordingly to both regular and flexible limited term appointments.

1.7.1.3.2. When using this type of appointment, a not-to-exceed (NTE) date must be established prior to filling the position. The applicant or employee is advised in advance that the appointment is a limited term appointment, the NTE date, and that the appointment may be terminated at any time prior to the NTE date.

1.7.1.3.3. The HRO terminates the appointment effective on the NTE date, unless an approved request to extend or terminate the employee is received prior to the NTE date. The appropriate nature of action is N046, Termination. The AF Form 2545, NAFI Notification of Personnel Action, Block 25, must show the remark, "Expiration of Appointment."

1.7.1.3.4. An employee hired on a limited term appointment is not eligible for severance pay on termination of appointment.

1.7.1.3.5. Process a limited term appointment using the Nature of Action Code (NOAC) and Nature of Action (NOA), NO12, APPOINTMENT NTE.

1.8. Hours of Work.

1.8.1. **Administrative Workweek.** The administrative workweek consists of seven consecutive calendar days. It does not have to coincide with the calendar week, and may begin on any day and at any hour.

1.8.2. **Guaranteed Workweek.** Within the administrative workweek, the guaranteed workweek for NAF employees will not exceed 40 hours, exclusive of meal times. When possible, two consecutive days off are provided during each administrative workweek. However, the guaranteed workweek may be scheduled over a period of 6 days, provided that the total scheduled hours do not exceed 40 hours per week.

1.8.3. **Tours of Duty.** A tour of duty is a work schedule of those days of the week and hours of the day that an employee is required to be on duty. The tour of duty is at least 1 hour and not more than 8 hours on a regular basis. The tour of duty is established, in writing, for all regular employees at least one administrative workweek in advance of the tour to be worked and should not be changed or adjusted solely to avoid the payment of premium pay or other benefits. If possible, the tour of duty is established for the same days of each week, for the same hours each day, and on consecutive days of the administrative workweek. As far as practical, the regular daily tour is set up in terms of whole hours. When fractional hours are required, the regular daily tour is scheduled in whole hour and quarter-hour multiples. Regular daily tours are not scheduled in less than quarter hour increments.

1.8.4. **Rotating Tour of Duty.** A rotating tour of duty is a scheduled tour of duty that rotates on a regular basis between shifts, different hours of the day, or different days of the administrative workweek, without a change in guaranteed hours.

1.8.5. **Split Shift.** A split shift is two or more work periods within the workday, excluding overtime, when the break between the work periods exceeds 1 hour. Employees who are required to work split shifts must be allowed to use the time off between their shifts as they wish. If an employee is required to remain on the premises or to be available for work that may occur during the break, the break, under the Fair Labor Standards Act (FLSA), must be counted as hours of work.

1.8.6. **Workday.** A workday is 24 consecutive hours during which an employee is scheduled to work and usually coincides with a calendar day. The calendar day on which a shift begins is considered the workday even though the work schedule extends into the next calendar day or the following administrative workweek. Because of the need for flexibility for employees subject to shift work, the workday may extend over two calendar days.

1.8.7. **Rest Periods.** Short compensable rest periods, for not more than 15 minutes during each 4 hours of continuous work, may be granted if the manager believes such rest periods are necessary.

1.8.8. **Meal Periods.** Regular meal or lunch periods normally are established at no less than 30 minutes nor in excess of 1 hour and will not be considered as time worked, except for the purpose of determining entitlement to night shift differential pay. If time off for meals is not feasible, an on-the-job meal period of 20 minutes or less may be authorized and included in the employee's regularly scheduled tour of duty. No employee will be required to work more than six consecutive hours without a meal period.

1.8.9. **Make Ready and Cleanup Time.** Incidental duties directly connected with performing a job, such as obtaining and replacing working tools or materials, undergoing inspections, donning or removing prescribed work uniforms, and similar tasks, in established tours of duty are a part of the job requirements. If possible, work

shifts are arranged so that time required for incidental duties are part of the regularly scheduled workday.

1.8.10. **Daylight Saving Time.** A NAF employee working on a shift when daylight saving time goes into effect, or when the return to standard time occurs, is credited with the actual number of hours worked on that shift. For eligible employees, charge the hour lost as a result of the change to annual leave or leave without pay (LWOP).

1.8.11. **Work Schedules.** All employees have access to a posted schedule. Flexible employees may be subject to "on call" work in addition to hours posted on the schedule. Work schedules may be changed by supervisors/managers by providing a minimum of 24 hours notice to the employee. Locally-devised work schedule forms are authorized to post work schedules.

1.8.11.1. **Changes in Work Schedules.** Changes in the work schedule that do not decrease an employee's guaranteed hours may be made with a minimum 24-hour notice. For example: If an employee normally works Monday, Wednesday, and Friday, 0700 to 1600, the supervisor may change the schedule to Monday, Wednesday, and Saturday, 0700 to 1600, provided the employee is given at least the minimum 24-hour notice.

1.8.12. **Guaranteed Hours.** Employees must, at a minimum, be scheduled for their guaranteed hours. If a regular or flexible employee is not scheduled for his or her guaranteed number of hours, the schedule should be changed, providing at least a 24-hour notice, to make up for the hours not scheduled in the employee's guaranteed hours. If this is not done, and the employee works less hours than his or her guaranteed hours, he or she must be paid for the difference between hours actually worked and hours guaranteed.

1.8.12.1. **Increase in Guaranteed Hours.** Increases in an employee's guaranteed hours may be made at any time by submitting an AF Form 2548, NAFI Request for Personnel Action, to the HRO.

1.8.12.2. **Reduction in Guaranteed Hours.** When a supervisor determines that less hours are required routinely each week, and the only way to accomplish this requirement is to reduce an employee's guaranteed hours, proper action will be taken to make the required changes. Guaranteed hours must not be reduced solely to avoid payment of benefits, or to provide more hours for other employees. A reduction in an employee's guaranteed hours that results in a change in employment category must be processed as a business based action (BBA) (for example, reducing a regular employee from 20 to 15 hours), according to the procedures in Chapter 6. A reduction in an employee's guaranteed hours that does not require a change in employment category (for example, reducing a regular employee from 40 to 35 hours) must be processed according to the following procedures:

1.8.12.2.1. When a decrease in hours is necessary, the supervisor must provide the employee a written notice in advance of the action as indicated:

EMPLOYMENT CATEGORY	GUARANTEED HOURS ARE REDUCED	REQUIRED WRITTEN NOTICE IN ADVANCE OF ACTION
Regular	8 hours or more	15 calendar days
Regular	less than 8 hours	Seven calendar days
Flexible	any amount of time	24 hours

1.8.12.2.2. As a minimum, the written notice must include:

- A statement that the employee's guaranteed hours are being reduced.
- The effective date of the change.
- A clear statement of the reasons for the change (be specific).
- A statement that if he or she believes the action is unfair or disagrees with the reasons for the action, the employee may submit a grievance.
- Advice on how and where to file the grievance, and the time limits for filing such grievance.
- The name, location and phone number of the person in the HRO designated to provide assistance.

1.8.12.2.3. Prior to issuance to the employee, the second level supervisor reviews, and the HRO coordinates on the written notice.

1.8.12.2.4. A copy of the memorandum, together with AF Form 2548 requesting the change in the guaranteed hours, is sent to the HRO. The HRO processes the form and issues an AF Form 2545 to effect the change.

1.8.12.3. **Reduction in Guaranteed Hours at Employee's Request.** A decrease in guaranteed hours at the employee's request that does not reduce the employment category, may be taken at anytime, provided the employee submits the request in writing by completing AF Form 2550, NAF Application for Promotion or Other Position Change.

1.9. HRO Manpower Standard. The following

prescribes the number of NAF employees authorized in the HRO. Services commanders or directors will ensure that NAF authorizations are not exceeded:

Number of NAF Employees Serviced	*Manpower Required
0 - 161	1
162 - 312	2
313 - 462	3
463 - 612	4
613 - 761	5
762 - 901	6
902 - 1040	7
1041 - 1180	8
1181 - 1320	9
1321 - 1459	10
1460 - 1599	11
1600 - 1739	12
1740 - 1878	13
1879 - 2018	14

* In addition to the NAF manpower shown above, each HRO is authorized one APF position as the human resources officer.

Chapter 2

PERSONNEL ACTIONS AND RECORDS PROCESSING

2.1. Purpose. This chapter establishes responsibilities and practices for personnel action processing, and preparing and maintaining personnel records and other documents for NAF employees. Personnel action codes and nature of actions to be used to process personnel actions are at Attachment 1. Forms used by the HRO to formalize the employment process are at Attachment 2. A checklist for HROs to use to conduct new employee orientation is at Attachment 3. Instructions for preparing AF Form 2548 are at Attachment 20.

2.1.1. In compliance with the requirements of the Privacy Act of 1974, MAJCOMs, installations, and NAFIs may not set up personnel records and forms other than those prescribed by this manual to record employment history.

2.1.2. Use an automated personnel data system to establish and maintain employee and position data, establish suspenses, execute personnel actions, and provide a position control register. Use of this system is mandatory within the AF. Instructions and guidance for the use of the system are found in *Air Force Nonappropriated Fund Personnel Data System (NAF-PS) Users Guide*, Dec 94.

2.2. Responsibilities.

2.2.1. **The HRO:**

- Maintains central custody of all employees' SF 66s, **Official Personnel Folders (OPF)**; SF 66-Cs, **Merged Records Personnel Folders (MRPF)**; and SF 66-Ds, **Employee Medical Folders (EMF)**.
- Ensures all records and forms used in the personnel administration of NAF employees are initiated, maintained, safeguarded, and disposed of according to AFI 37-133V2, *Records Disposition - Standards*.
- Ensures standardized forms needed in the NAF personnel records program are available locally.
- Formalizes the employment process (refer to Attachments 2 and 3).
- Provides supervisors with appropriate documentation to maintain employee work folders.
- To comply with certification and accreditation requirements, and when requested by child development center directors, HROs will provide copies of the AF Form 1701, **Application for Nonappropriated Employment**, college transcripts, documentation of satisfactory completion of National Agency Check (NAC) and State Criminal History Records Check (SCHRC), and performance evaluations, for the supervisor's employee work folder.

2.2.2. **Managers and Supervisors of NAF Employees:** Protect employee information of a confidential nature that becomes a part of the personnel records. Comply with this manual by initiating actions and keeping the following records:

- Supervisor's Record of Employee.
- Debt letters.
- Leave schedules.
- PDs and PGs.
- Pending personnel actions.
- Health cards.
- Training records.

2.3. OPF. HROs prepare and maintain an OPF for each employee. The OPF contains records that accurately reflect the most essential information from date of employment to date of separation. File OPFs alphabetically. The folder tab contains the following information:

- NAFI employee.

- Employee's full name in the following order: last, first, and middle.
- Employee's social security number.
- Employee's date of birth (month, day, year).

2.3.1. **Contents of OPF.** Documents in an employee's OPF are filed according to long-term or temporary retention. File long-term documents on the right side of the OPF, and temporary documents on the left side. File contents chronologically, with the most recent on top.

2.3.1.1. Long-term documents include:

- AF Form 1701.
- Continuation page to application for positions that require working with children under the age of 18.
- AF Form 243, **Statement of Physical Ability - NAF**.
- SF-78, **Certification of Medical Examination**.
- SF-61, **Appointment Affidavit**.
- OF 306, **Declaration for Federal Employment**.
- OF 612, **Optional Application for Federal Employment**.
- AF Form 2545.
- AF Form 2548, when the employee resigns, separates, or retires.
- AF Form 2550.
- Minor's work permit.
- SF-1152, **Designation of Beneficiary, Unpaid Compensation of Deceased Civilian Employee**.
- Recognition of Awards.
- Proof of training successfully completed (AF Form 852, **NAF Record of Training or Certificate of Equivalency**, if an official certificate is not provided by the training activity.)
- Department of Justice Form I-9, **Employment Eligibility Verification**.
- Documentation on a separation for cause (i.e., Notice of Termination, or Notice of Decision).
- Documentation required by AFI 34-302, *Nonappropriated Fund (NAF) Employee Retirement Plan Guidance and Procedures*.
- Documentation required by AFI 34-305, *Nonappropriated Fund Employee Group Health Plan*.
- Documentation required by AFI 34-306, *Nonappropriated Fund Employee Group Life and Accidental Death and Dismemberment Plan*.
- Documentation required by AFI 34-307, *Nonappropriated Fund Employee Flexible Benefits Plan*.
- SF-1150, **Record of Leave Data**.
- Documentation of satisfactory completion of NAC, IRC, and/or SCHRC.
- AF Form 2549, **Statement of Prior DOD NAF Civilian Service**.
- SF-15, **Application for 10-Point Veteran Preference**.
- DD Form 214, **Certificate of Release or Discharge from Active Duty**.
- OPMRI 20-103, **Election of Retirement Coverage as a Result of a Move From a Civil Service Position to a Nonappropriated Fund Position Within the Department of Defense or the Coast Guard (CSRS)**.
- OPMRI 92-27, **Election of Retirement Coverage as a Result of a Move From a Civil Service Position to a Nonappropriated Fund Position Within the Department of Defense or the Coast Guard (FERS)**.

2.3.1.2. Temporary records are documents on an individual's employment not required as a permanent record. These documents include:

- AF Form 1065, **Nonappropriated Fund (NAF) Civilian Position Description**.
- AF Form 1702, **Nonappropriated Fund (NAF) Position Guide**.
- AF Form 3527, **NAF Employee Performance Evaluation**.
- RIP NAF-17, **NAF Civilian Employee Data Brief**.
- HRO inprocessing checklist.

2.3.1.3. Place records that have personal information that is not work related, e.g., all forms that pertain to health benefits, life insurance, AF Form 243 and SF 78, in an envelope on the right side of the OPF.

2.4. EMF. The EMF contains occupationally-related civilian employee medical records created during an individual's employment. Normally, such records are maintained by medical facilities under the control of a medical officer. The EMF is created and maintained for any records that are not maintained by the medical facility.

2.5. MRPF. The MRPF contains the personnel records of employees moving between NAF and civil service within DoD, who are covered by portability benefits. Once an MRPF is established for an employee, use the folder to retain the employee's records in all subsequent NAF and civil service employment. The ownership, maintenance and retention of MRPFs is according to the Memorandum of Understanding (MOU) Between the U.S. Office of Personnel Management (OPM), the National Archives and Records Administration, and the DoD NAF Employment System, 7 Aug 92.

2.6. Disposition of Personnel Records and Folders. Dispose of personnel records and folders according to AFI 37-133V2.

2.6.1. Use SF-127, **Request for Official Personnel Folder**, to request the personnel folder of employees with

prior federal employment. Forward requests to the National Personnel Records Center (NPRC), or to the servicing personnel office (must be within DoD), if the folders have not yet been forwarded to the NPRC.

2.6.2. Prior to transferring the personnel folder of a NAF employee to the NPRC, or to another servicing personnel office within DoD, HROs attach a statement to the folder instructing that NAF records may not be purged from the folder without the approval of HQ AFSVA/SVXH, 10100 Reunion Place, Suite 502, San Antonio TX 78216-4138.

2.7. Supervisor's Records. Supervisors must have access to certain types of information regarding the employees they supervise. The HRO provides employee information contained in the OPF and NAF-PS, and provides instructions for the upkeep and use of the information. Supervisors use the information provided by the HRO to carry out their supervisory responsibilities, and to document significant events and discussions concerning employee performance, recognition and conduct. Managers and supervisors maintain employee records according to AFI 37-133V2.

2.7.1. **Supervisor's Employee Work Folder.** Use a 6-part folder to maintain documentation on employees. It consists of specific job-related documentation generated throughout the course of the employee's employment. Each first-level supervisor maintains the employee folders in a secured place. Maintenance of and access to the folders by administrative or clerical personnel who are not the first-level supervisor is prohibited. Supervisors at higher levels will not maintain duplicate sets of records. The Employee Work Folder will be maintained in the following order:

- Part I, PD and PG.
- Part II, AF Form 971, **Supervisor's Employee Brief** (computer generated).
- Part III, Pending personnel action documents.
- Part IV, Employee recognition, awards, and performance evaluations.
- Part V, Employee education and training.
- Part VI, Miscellaneous information, i.e., debt letters, leave schedules, health cards, etc.

2.7.2. **Safeguarding Records.** All supervisors maintaining these records must be cautioned that they are to use discretion when asked to furnish them, and that they may be furnished only as authorized by the Privacy Act. Request guidance from the HRO for requests of release of information in these records. Protect employee work folders from unauthorized access.

2.7.3. **Disposition of Employee Work Folders**. Use the following procedures to dispose of the supervisor's employee work folder:

2.7.3.1. Retain the employee work folder for the new supervisor when a supervisor leaves the organization.

2.7.3.2. The losing supervisor sends the employee work folder to the gaining supervisor in a sealed envelope within 10 workdays when an employee moves to a different activity on the same installation.

2.7.3.3. Destroy the employee work folder after 60 days when an employee is transferred to another AF installation or another agency.

2.7.3.4. The supervisor destroys the employee work folder after 60 days when an employee is separated for any reason other than for entrance into military service (military furlough) or for any type of adverse action (BBA, performance, or cause).

- When an employee is separated as a result of an adverse action, retain the employee work folder pending possible appeal, grievance, Equal Employment Opportunity (EEO) complaints or unfair labor practice (ULP) charges. Upon resolution of any of the above charges, the employee work folder may be destroyed with prior approval of the HRO.
- The supervisor sends the employee work folder to the HRO, who retains the folder with the OPF, pending the expiration of the period of military furlough when an employee is separated to enter the military service (military furlough).

2.8. Disclosure of Information in Personnel Folders. The Privacy Act gives employees the right to know what personnel records are collected, maintained, and disseminated by the AF and the right to correct and

amend their personnel records. AFI 37-131, *Air Force Freedom of Information Act Program*, and AFI 37-132, *Air Force Privacy Act Program*, apply when releasing information and documents in employee's personnel folders, when amending or correcting those records, and what fees to be charged for furnishing such records. Disclosure of any information in an employee's personnel folder is the responsibility of the servicing HRO.

Chapter 3

EMPLOYMENT POLICIES, REQUIREMENTS, AND RESTRICTIONS

3.1. EEO. The AF is dedicated to the full implementation of federal laws mandating equality of opportunity for NAF employees. Personnel actions are based solely on the principles of merit and qualifications and the provisions of AFI 36-205, *Equal Employment Opportunity (EEO) and Affirmative Employment Programs (AEP).*

3.2. Prohibited Personnel Practices. Any employee who has authority to take, direct others to take, recommend, or approve any personnel action, shall not, with respect to such authority, engage in any of the following personnel practices:

3.2.1. Discriminate for or against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, handicapping condition, marital status, or political affiliation.

3.2.2. Solicit or consider any recommendation or statement, oral or written, with respect to any individual who requests or is under consideration for any personnel action unless such recommendation or statement is based on the personal knowledge or records of the person furnishing it and consists of an evaluation of work performance, ability, aptitude, general qualifications, character, loyalty, or suitability of such individual.

3.2.3. Coerce the political activity of any person (including the providing of any political contribution or service), or take any action against any employee or applicant for employment as a reprisal for the refusal of any person to engage in such political activity.

3.2.4. Deceive or willfully obstruct any person with respect to such person's right to compete for employment.

3.2.5. Influence any person to withdraw from competition for any position for the purpose of improving or injuring the prospects of any other person for employment.

3.2.6. Grant any preference or advantage not authorized by law, rule, or regulation to any employee or applicant for employment for the purpose of improving or injuring the prospects of any particular person for employment.

3.2.7. Appoint, employ, promote, advance, or advocate for appointment, employment, promotion, or advancement, in or to a civilian position any individual who is a relative of such employee if such position is in the agency in which such employee is serving as a public official or over which such employee exercises jurisdiction or control as such an official.

3.2.8. Take or fail to take, or threaten to take or fail to take, a personnel action with respect to any employee or applicant for employment because of any lawful disclosure of information by an employee or applicant for employment which the employee or applicant for employment reasonably believes evidences a violation of any law, rule, or regulation, mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety.

3.2.9. Take or fail to take, or threaten to take or fail to take, any personnel action against any employee or applicant for employment because of:

- Exercising any appeal, complaint, or grievance right granted by any law, rule or regulation.
- Testifying for or otherwise lawfully assisting any individual in the exercise of any right referred to in the above bullet.
- Refusing to obey an order that would require the individual to violate a law.

3.2.10. Discriminate for or against any employee or applicant for employment on the basis of conduct which does not adversely affect the performance of the employee or applicant or the performance of others.

3.2.11. Take or fail to take any other personnel action if the taking of or failure to take such action violates any law, rule, or regulation implementing, or directly concerning, the merit system principles in 5 U.S.C. 2301.

3.3. Employment of Veterans. Applicants who meet the eligibility criteria in Title 5 U.S.C. 2108 and the minimum service requirements in FPM Supplement 296-33, *The Guide to Processing Personnel Actions*, Chapter 7, receive employment preference at the time of hire, provided they are equally qualified for the vacant position. Veterans shall have employment preference over all other applicants, with the exception of military spouse and transition hiring preference applicants, and applicants on reemployment priority lists.

3.3.1. In foreign areas, veterans will have preference over all other applicants with the exception of military spouse and transition hiring preference applicants, applicants on reemployment priority lists, family members of military and civilian personnel assigned to the host country, and off-duty military (ODM) personnel.

3.4. Employment of Relatives.

3.4.1. An official may neither appoint, employ, promote, advance, nor advocate for appointment, employment, promotion, or advancement, any individual who is a relative, in a civilian position in the NAFI in which he or she is serving, or over which he or she exercises jurisdiction or control.
3.4.2. Official means a member of the uniformed services, an APF or NAF employee, or any other individual who has the authority or in whom the authority has been delegated, to appoint, employ, promote, or advance individuals; or to recommend individuals for appointment, employment, promotion, or advancement.
3.4.3. Relative means an individual related to the official as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister.
3.4.4. An individual appointed, employed, promoted, or advanced in violation of this policy is not entitled to pay and any payments to the individual will be recovered by the employing NAFI in accordance with AFI 34-202, *Protecting Nonappropriated Fund Assets.*
3.4.5. When necessary to meet urgent needs resulting from an emergency posing an immediate threat to life or property, or a national emergency, an official may employ a relative to meet those needs without regard to this policy. However, such employment at base level requires justification to and approval of the MAJCOM Director of Services (SV); and such employment at MAJCOM level requires justification to and approval of Headquarters, United States Air Force, Director of Services (HQ USAF/SV). In either case, such employment is limited to 30 calendar days without justification from employing official and approval of HQ USAF/SV.
3.4.6. This policy does not prohibit the employment of a preference eligible individual who is a relative, if an alternate selection cannot be made of a preference eligible individual who is not a relative.
3.4.7. Relatives are not prohibited from working in the same NAFI; however, such employment is prohibited if it results in a conflict of interest situation. Such employment may also be prohibited for other reasons which may be disruptive to work, and interfere with the orderly operation of the NAFI. Give consideration to how the employer/employee relationship will be perceived by the work force, as well as the general public.

3.5. Employment of Minors. The employment of persons under 16 years of age is prohibited. The employment of persons ages 16 and 17 must be in accordance with the following:
3.5.1. The FLSA, federal, state, and local laws that relate to the employment of minors.
3.5.2. Must not be employed in a position requiring the operation of a motor vehicle, unless the minor employee is eligible to obtain a US Government operator's permit and possess a valid state driver's license, where required.
3.5.3. Must furnish a work permit when required by local or state law.

3.6. Employment of People with Disabilities. Give full consideration to employing and selectively placing people with disabilities in NAF organizations. The employment and promotion of these persons is based solely on their ability to satisfactorily perform the duties of the position.

3.7. Employment of Retired US Military Personnel.
3.7.1. **Restrictions**. Retired members of the Armed Forces shall be accorded the same rights and considerations as all other applicants for civilian employment in NAFIs. However, their employment shall be subject to the restrictions imposed by Title 5 U.S.C. 3326, 5531, and 5532 and DOD Directive 1402.1, *Employment of Retired Members of the Armed Forces,* 21 Jan 82. Most notably, these restrictions apply to the timing of an appointment and to dual compensation restrictions.
3.7.1.1. Avoid the practice and appearance of preferential treatment. This is essential not only in the interest of the public and federal employees, but also to protect such retired personnel from unwarranted allegations that they obtained their positions through influence based on prior military service.
3.7.1.2. Make every reasonable effort to locate other qualified candidates before appointing a retired member of the military services to a NAF position to avoid the appearance of preferential treatment.
3.7.1.3. Do not hold positions open pending the retirement of a member of the military services to provide that person with a preferential opportunity to apply for the position.
3.7.1.4. If the position was last occupied by the proposed appointee or another military incumbent, clearly demonstrate that the proposed change to civilian incumbency is to meet a management need and not for the purpose of affording civilian employment to the proposed appointee.
3.7.2. **Timing**. A retired member of the Armed Forces may not be appointed to a position in a NAFI during the period of 180 days immediately after his or her retirement. Only with the advance approval of the installation commander may a retired member of the military services be hired in a NAF organization during the 180-day period after his or her retirement date. The NAF supervisor or manager must prepare each waiver request, and include:
3.7.2.1. The retiree's:

- Retired status (regular officer, reserve officer, or enlisted).
- Military department and retirement date.

- Retirement grade, last active duty grade, and social security number.

3.7.2.2. The name of the employing NAFI and organization.
3.7.2.3. The NAF position, grade, salary, job title, proposed effective date of employment, and the effective date the NAF position was established.
3.7.2.4. Whether the position is regular or flexible.
3.7.2.5. Whether the position was converted from military to civilian status.
3.7.2.6. Date of conversion (if converted).
3.7.2.7. Reason for conversion.
3.7.2.8. Whether the proposed appointee was the last military occupant.
3.7.2.9. Whether efforts to fill the position have been continuous since it became vacant; if not, the reasons therefore.
3.7.2.10. Documentation on how the proposed appointee is superior to all qualified employees given consideration.
3.7.2.11. Include the commander's approval or disapproval of each request for appointment under paragraph 3.7.2 in the return correspondence. Place a copy of the approval correspondence on the right-hand side of the employee's OPF.
3.7.3. **Dual Compensation**. To comply with Title 5 U.S.C. 5531 and 5532, certain retired members of the Armed Forces who occupy NAF positions are subject to reductions in retired pay.
3.7.3.1. A retired officer of a regular component of a uniformed service who holds a position in a NAFI is entitled to receive the full pay of such position, but during the period for which the retired officer receives such pay, the officer's retired pay is reduced to an annual rate equal to the first $9,310.17, plus one-half of the remainder, if the officer first became a member of the uniformed service before 1 Aug 86; or $8,700.93, plus one-half of the remainder, if the officer first became a member of the uniformed service after 1 Aug 86. (Note that the figures, current as of 1 Dec 93, is increased from time to time in accordance with rises in the consumer price index.) Title 5 U.S.C. 5532 prescribes very limited exceptions to this rule.
3.7.3.2. An additional restriction applies to any officer or enlisted member of the Regular or Reserve components who retires after 11 Jan 79 and is subsequently employed by a NAFI. All members so employed are entitled to receive the full pay of their civilian positions. However, if the annual amount of basic pay for the civilian position, when combined with the member's annual amount of retired pay (after reduction, in the case of a regular officer, pursuant to the preceding paragraph) exceeds the rate of basic pay currently paid for Level V of the Executive Schedule, the member's military retired pay must be reduced by an amount needed to bring combined earnings down to the Level V ceiling.
3.7.3.3. When a position in a NAFI is filled by a retired member of the Armed Forces, the HRO shall forward to the Defense Finance and Accounting Service (DFAS) a copy of the AF Form 2545 which appoints the member to the position. For additional information, see FPM Supplement 296-33, Chapter 8.

3.8. Employment of ODM Personnel. Subject to the provisions of DoD Directive 5500.7, *Standards of Conduct*, 30 Aug 93, and if there is no preferential treatment in the selection process, US enlisted personnel may be hired as NAF employees during their non-duty hours on other than a full-time basis. When hiring enlisted personnel assigned to Services as their prime military duty, these rules apply:
3.8.1. These enlisted personnel must not be hired to perform the same duties they perform while carrying out their assigned military duties.
3.8.2. The selecting official must prepare a written certification to show there is no violation of DoDD 5500.7, and that there was no preferential treatment in the selection process. The certification is sent to the HRO and filed in the OPF.
3.8.3. Off-duty enlisted personnel employed as regular employees (20-34 hours) may qualify for benefits earned by other regular employees. However, they are not eligible for group health insurance, workers' compensation, or retirement.
3.8.4. Off-duty enlisted personnel may not work more than 34 hours a week under any circumstances.
3.8.5. Active duty commissioned and warrant officers are prohibited from NAF employment, except under an individual services contract.
3.8.6. Active duty military members who are retiring from military service may continue their NAF employment if the employee:

- Is currently on the rolls of the employing NAFI at the time of retirement.
- Agrees, in writing, that there will be no change in his or her employment status (e.g., employment category or position) during the 180-day period following retirement.

3.8.6.1. While on terminal leave, pending their retirement from active duty, these employees may be scheduled to work up to 40 hours per week.

3.9. Military Spouse Preference. Preference for employment shall be provided in accordance with DoD Instruction 1404.12, *Employment of Spouses of Active Duty Military Members Stationed Worldwide*, 12 Jan 89.
3.9.1. Military spouses may be eligible to apply for employment preference for DoD NAF positions in conjunction with their military sponsor's transfer to a new duty station. A military spouse preference eligible is a military spouse who entered into marriage with the

military member prior to relocating because of service under a statutory tour.

3.9.2. Documents depicting proof of military spouse preference eligibility are the sponsor's permanent change of station (PCS) orders where the spouse is named as the husband or wife of the military member, or a copy of the commander's letter of approval of command sponsorship together with a copy of the sponsor's PCS orders. The military sponsor must be an active duty military member of the Armed Forces, including the U.S. Coast Guard, relocating because of service under a statutory tour. Military spouse preference does not apply when the military member sponsor's move is a PCS in conjunction with retirement or separation.

3.9.3. Military spouses must apply for preference in the commuting area of the military sponsor's new duty station. The time period of spouse preference eligibility begins 30 days before the military sponsor's reporting date to the new duty location. Military spouses seeking preference with less than 6 months time remaining in the area may be nonselected for permanent continuing positions. Spouse preference eligibility is terminated upon placement or declination (whichever occurs first) of a position (APF or NAF) for which application is made. Preference shall be terminated on placement into any continuing position in the new duty location, i.e., one expected to continue for at least 1 year in either the appropriated or NAF work force, whether or not preference was applied. Spouses may exercise employment preference once for each permanent relocation of the military sponsor. Temporary appointments lasting less than 1 year do not cause loss of preference eligibility.

3.9.4. Military spouses may apply for any position in all employment categories in pay band NF-III and below, CC positions, and equivalent hourly paid crafts and trades positions. However, preference applies only when the grade/pay band for which the spouse has applied is no higher than that previously held in the federal service. On initial appointment in the federal service, military spouse preference applies to all positions in pay bands NF-I - NF-III, CC positions, and equivalent hourly-paid crafts and trades positions for which qualified. A qualified military spouse exercising preference for NAF employment will receive preference over a nonpreference eligible spouse.

3.9.5. A list of all NAF positions must be available for spouses seeking employment. Spouse preference eligibles apply by submitting to the HRO:

- An application for NAF employment.
- A copy of the sponsor's PCS orders.
- A copy of the commander's document granting command sponsorship to the military spouse, if applicable.

3.9.5.1. Verification of military spouse preference eligibility is the responsibility of the HRO. The application for NAF employment must be annotated with the military spouse preference eligibility. The application for NAF employment along with documentation verifying spouse preference, will be made a part of the employee's official record when appointed, because of exercising military spouse preference entitlement.

3.9.6. Spouses eligible for preference must be included as part of the minimum consideration area in the competitive process. The selecting supervisor reviews all applications for the position and, based on an evaluation of each application, decides which applicants are best qualified. Normally, a best qualified determination is not made for entry level and other lower graded positions where relative distinctions are rarely discernible. In foreign areas, off-duty military members and military spouses are given equitable consideration for part-time employment. If, however, selection is made from a group of competitive candidates, the military spouse preference eligible must be selected, without regard to other priorities, if among the best qualified.

3.9.7. Exception may be made to the selection of a military spouse preference eligible. The authority to approve such an exception is delegated to the installation commander where application is made. A request for exception must be justified in writing, and the granting of the exception shall be rare and based on adverse impact to the mission.

3.9.8. Placements of military spouses under this policy shall be documented by having the remark "Military Spouse Appointed Under E.O. 12568," in item 25 of the AF Form 2545.

3.10. Transition Hiring Preference (THP).

3.10.1. Public Law 101-510, The 1991 National Defense Authorization Act, mandates that the services provide certain categories of involuntarily separated military members, and in some cases, their family members, benefits and services to ease the transition process from military to civilian life. Our role in implementing the act will be to administer THP by providing employment preference for certain NAF positions for eligible members and their family members.

3.10.2. Eligible THP applicants will possess a transition assistance identification card. This will give them hiring preference over all other applicants, with the exception of military spouse preference applicants.

3.10.3. Preference may be used for any NAF job open to competition according to merit practices, at CC, NF-III and below and crafts and trades positions. This applies even if there are enough in-house eligibles to limit competition just to them under merit procedures. Preference will not be limited to just those vacancies where it is necessary to hire outside the organization. The following rules apply:

- A person may receive THP in hiring only once.
- THP eligibles must apply for employment and be fully qualified.

- Qualified THP applicants will be referred for selection only if among the best qualified candidates after being competitively screened.
- THP is terminated upon placement in, or declination of, any NAF position (whichever occurs first) for which a THP-eligible has applied.

3.10.4. Placements of THP applicants will be documented by the remark "Transition Hiring Preference Appointment Under P.L. 101-510," in item 25 of the AF Form 2545.

3.11. NAF Employment in Foreign Areas. Overseas NAFIs may locally recruit US citizens and US nationals residing in the host country according to established country-to-country agreements. Except in those instances where placement must be made under the provisions of paragraphs 3.9, 3.10, and 6.7, first priority must be given to the employment of dependents of military and civilian personnel assigned in the host country, without regard to other priorities in this document and to off-duty military personnel, when such actions are not at variance with the Status of Forces Agreements (SOFA), treaties or country-to-country agreements.

3.12. Entitlements and Benefits of Overseas Service. See Chapter 16.

3.13. Dual Compensation and Dual Employment.

3.13.1. Title 5 U.S.C., Section 5533(a), states that a civilian employee will not be entitled to receive basic compensation from more than one civilian office or position of the Government of the United States for more than an aggregate of 40 hours of work in any one calendar week (Sunday through Saturday). The intent of the law is generally to prohibit an individual from holding more than one full-time government position.

3.13.2. A part-time employee may be employed in another position as long as the total hours worked in all jobs do not exceed 40 hours per week. Employees may be employed in a regular and a flexible position, or in two flexible positions, however, they may not be employed in two regular positions.

3.13.3. This restriction applies to all positions within the United States Government, including APF and AAFES positions.

3.13.4. This also applies to foreign nationals employed and paid by a NAF organization in a foreign area.

3.14. Reinstatement.

3.14.1. Regular employees who satisfactorily complete a probationary period and who separate voluntarily or who are separated involuntarily, other than for cause, may be reinstated by any DoD NAFI within 6 months of the date of their separation. Such personnel are considered to have been in continuous service in a LWOP status for the purpose of retaining benefits other than grade or pay retention, retirement, and group life and health insurance benefits.

3.14.2. Regular employees who have left NAF employment to fill a like APF position in the same NAFI and have continually served in the APF position since appointment may be reinstated by any DoD NAFI indefinitely. Such personnel must be considered to have been in continuous service for the purpose of retaining benefits other than grade or pay retention, retirement, and group life and health insurance.

3.14.3. An individual suspended or removed for reasons of national security may be restored to duty only at the discretion of the Secretary of the Air Force.

3.15. Individual Services Contracts. NAFI individual services contracts are authorized only when there is no employer-employee relationship, such as sports officials, and instructors in educational, recreational, religious, and entertainment activities. They may not be used to effect an appointment to a position that requires employing an individual on a continuing basis. Such positions must be classified and paid under the appropriate pay schedule.

3.16. Reemployment of NAF Annuitant. If a retired NAF employee is rehired in a regular employment category, the annuity will be suspended while he or she remains on the active rolls. A reemployed annuitant may elect to be reinstated in the retirement plan to increase the annuity. If an annuitant whose annuity is based on disability is hired, regardless of the employment category, the HRO must immediately give written notice to HQ AFSVA/SVXB, 10100 Reunion Place, Suite 502, San Antonio TX 78216-4138.

3.17. Veteran Reemployment Rights. Reemployment rights after military service must be administered according to the provisions in 38 U.S.C., Chapter 43.

3.17.1. When a regular or flexible employee other than those on not-to-exceed appointments, enters the US Armed Forces and signifies his or her intent in writing to return to employment within the same Services Squadron, the HRO takes these actions:

- Initiates AF Form 2545, placing the employee in a LWOP status entitled "Military Furlough."
- Initiates payment of employee's accrued annual leave.
- Maintains sick leave credits in the employee's account.
- Terminates the employee's participation in the NAFI Group Insurance Plan, and informs the employee of his or her reinstatement option upon the employee's return to active status.
- Requires the employee to sign a description/guide of the position to which assigned on the last day of duty.

- Retains the employee's OPF in the active files of the HRO.
- From the effective date shown on the personnel action placing him or her in a military furlough status, carries the employee on employment rolls for a maximum of five calendar years.

3.17.2. If an employee resigns to enter the Armed Forces and indicates that he or she does not intend to return to the employing Services Squadron on his or her release from active duty, an AF Form 2545 is processed as a voluntary separation.

3.17.3. Employees who return from service in the US Armed Forces under honorable conditions are given veteran reemployment rights in the Services Squadron where he or she was employed just before entering military service. The rights of the veteran and the obligation of the employer are limited to the same Services Squadron. The following rules must be followed when helping the veteran find NAFI employment:

3.17.3.1. The veteran is reemployed by the same Services Squadron within 30 days after application, subject to those terms in paragraphs 3.17.3.2 through 3.17.3.4.

3.17.3.2. The veteran is restored to his or her former position, if the position still exists, even though a business based action may be necessary to make the position available for the veteran. If the position has been reclassified to a higher level, without substantial changes in responsibility, he or she is entitled to those benefits of the reclassification.

3.17.3.3. If restoration is not possible because the former position no longer exists, the veteran is placed in an available position of like status and pay in the same Services Squadron.

3.17.3.4. If reemployment through the above procedures is not possible, the Services Squadron offers the veteran the next best available position for which the individual qualifies. This means a position that most closely approximates in status and pay the position he or she formerly occupied.

3.17.4. After restoration, a veteran is given full credit for step increases and cost of living allowances to which he or she would have been entitled had he or she not been in the military. All unused sick leave from the period of previous employment is recredited. The SCD is not adjusted for the period of military furlough.

3.17.5. A veteran restored under those terms in paragraph 3.17.3 may not be separated, other than for cause, within 1 year after date of reinstatement by the same Services Squadron.

3.17.6. If the veteran believes he or she was denied reemployment by the same Services Squadron at the time of his or her return from active military service, he or she may initiate an appeal in accordance with the procedures in Chapter 9.

3.18. Voluntary Service. Volunteers may be family members, ODM, or members of the civilian community. They may perform services described in AFI 34-101, *Services Programs and Use Eligibility*. Custodians and managers may use volunteers to perform specific duties, similar to those of established NAF positions.

3.18.1. Volunteers must not perform duties that are recurring in nature and that are usually performed by NAF employees. Volunteers may supplement the established work force. They may not replace or succeed NAF employees.

3.18.2. No NAF salary, wage, or other compensation is authorized for volunteers, nor may any volunteer be appointed retroactively to a NAF position.

3.19. Agreement for the Movement of Personnel Between the Civil Service System and the NAFI System in the DoD. In accordance with the authority provided in Title V, Section 6.7 of the Civil Service Rules, and pursuant to the agreement with the DoD, employees serving in NAFIs may be appointed to positions in the competitive civil service, and employees serving in positions in the competitive civil service may be appointed to NAFI positions, subject to the following conditions:

3.19.1. **Type of Appointment Held Before Movement.** To be eligible for movement under this agreement, employees must be currently serving under a competitive career or career-conditional appointment or under a NAFI appointment or have been involuntarily separated from such appointment without personal cause within the preceding year. NAFI employees must be or have been serving in continuing NAFI positions under appointments without time limits.

3.19.2. **Qualification Requirements.** NAFI employees must meet the qualification standards and requirements for the position to which they are to be appointed in accordance with OPM established regulations for transfer of employees within the competitive service. Employees in the competitive service must meet the regular standards and requirements established by DoD for appointment to NAFI positions.

3.19.3. **Length of Service Requirement.** NAFI employees must have served continuously for at least 1 year in NAFI positions before they may be appointed to positions in the competitive civil service under the authority of this agreement. Employees in the competitive civil service must have completed the 1-year probationary period required in connection with their career or career-conditional appointments in the competitive service before they may be appointed to NAFI positions, without serving a trial period, under the authority of this agreement.

3.19.4. **Selection.** NAFI employees may be considered for appointment to positions in the competitive civil service in the same manner that employees of the competitive service may be considered for transfer to such

positions. Employees in the competitive service may be considered for appointment to any NAFI position on the basis of their qualifications.

3.19.5. **Type of Appointment Granted After Movement.** NAFI employees who are appointed to competitive positions under the terms of this agreement will have career or career-conditional appointments, depending upon whether they meet the 3-year service requirement for career tenure. The service which commences with a permanent NAFI appointment will be accepted toward meeting the competitive service requirement. Employees of the competitive service who are appointed to NAFI positions under the terms of this agreement will receive appointments without time limit under DoD Directive 1401.1-M, *Personnel Policy Manual for Nonappropriated Fund Instrumentalities*, 15 Nov 85.

3.19.6. **Probationary and Trial Periods.** Employees appointed under this agreement, who have previously completed a probationary or trial period, will not be required to serve a new probationary or trial period.

3.19.7. **Status.** NAFI employees who are appointed in the competitive civil service under the terms of this agreement will receive competitive civil service status. Thereafter, such employees will be entitled to the benefits and privileges provided by the Civil Service Rules and by OPM's regulations and instructions for persons having competitive civil service status. Employees of the competitive civil service appointed to NAFI positions under the terms of this agreement will have whatever privileges are normally provided to persons who initially receive appointments, under DoDD 1401.1-M, to continuing NAFI positions.

3.19.8. **Effective Date.** This agreement was effective 21 Sep 91, and shall remain in effect indefinitely. The agreement may be terminated following notice from the DoD or OPM and may be modified at any time with the mutual consent of the DoD and OPM.

Chapter 4

EMPLOYMENT PROCEDURES

4.1. Establishment of Positions. Management establishes a position by writing a new PD and PG to match the duties of the position and forwards it to the HRO for classification. The HRO determines the official position title, occupational series, and appropriate grade or pay band.

4.2. Qualification Requirements:

4.2.1. Qualification standards are the minimum experience, training, education, and physical requirements needed to perform the duties of the position involved, in a satisfactory manner. In applying physical standards, the employee must be able to perform his or her duties in a satisfactory manner and without hazard to self or others.

4.2.2. Management decides what job experience and skills are needed for the position and determine qualification requirements. Guidance is provided from the HRO, as requested. OPM and DoD qualification standards may be used as a guide in making determinations. Regulations are available for review in the HRO. Qualification requirements are noted on the AF Form 1702.

4.2.3. Guidelines for the development and use of qualification standards are found at Attachments 4 and 5.

4.3. Employment Requirements. To ensure that the most suitable and qualified persons work in NAFIs at all levels, installation commanders must ensure that established recruiting procedures are followed to the fullest extent practicable. Depending on the nature and extent of responsibilities of the position being filled, employment procedures established include:

4.3.1. Submission of an employment application form.

4.3.2. Medical evidence of satisfactory health condition.

4.3.3. Compliance with the dual compensation provisions of 5 U.S.C. 5531-32, if applicable.

4.3.4. Compliance with Public Law 99-603, "*Immigration Reform and Control Act of 1986*." Personnel offices must ensure completion of Immigration and Naturalization Service (INS) Form I-9, for all individuals to document verification of the prospective employee's identity and authorization to be employed.

4.3.5. Appropriate level of security clearance for sensitive positions.

4.3.6. Favorably completed NAC, if applicable. Positions of trust are identified by management. Examples of positions which may be considered positions of trust are managers, funds custodians, general cashiers, positions involved in handling large amounts of cash or high-value merchandise, and employees working in areas containing valuable and pilferable material or equipment. Candidates for assignment to positions of trust will be scrutinized. A NAC must be completed before placing an individual in a position of trust. When completion of the NAC is not practical prior to entry on duty, the NAC is requested at the time of appointment and the employee may occupy the position with the prior written approval of the Services commander or director or designated representative.

4.3.7. Favorably completed NAC, IRC, and SCHRC for employees in child care services and other positions that deal with children under 18 years of age in accordance with DoD Instruction 1402.5, *Criminal History Background Checks on Individuals in Child Care Services*, 19 Jan 93. IRCs will be completed prior to entrance on duty. When it is not possible to complete SCHRCs and NACs prior to entry on duty, the HRO and the managers of the employing organization must carefully review the application, complete preemployment reference checks, and initiate SCHRC inquiries. Pending satisfactory completion of the SCHRC, NAC, or both, the selectee may immediately be brought on the rolls under carefully regulated direct line of sight supervision. Prospective child care employees complete an Authority for Release of Information and Records to submit with their applications for employment.

4.3.8. When an NAC is required, requests are prepared in accordance with AFI 31-501, *Personnel Security Program Management*.

4.3.9. Verification of DD Form 214.

4.3.10. Satisfactory completion of any required physical or food handlers examinations.

4.3.11. Compliance with military spouse preference, transition hiring preference, and veterans preference.

4.3.12. Ensure selectees meet the required qualifications of the position.

4.3.13. Ensure suitability of applicants using FPM Chapter 731, *Personnel Suitability*, as a guide.

4.3.14. Ensure preliminary actions of selecting officials are proper.

4.4. Methods of Filling Positions. Positions may be filled by promotions, reassignments, details, changes to lower grade or pay band, reemployment of former employees, or recruitment from outside sources.

4.4.1. Management determines a candidate's qualifications based on a review of the candidate's application, and selects the best qualified candidate to fill a position vacancy, being sure to observe preference entitlements (military spouse, transition hiring, veterans, etc.). Management makes its selection without regard to race, color, religion, sex, national origin, age, handicapping condition, marital status, political affiliation, or membership in any organization, including a labor organization.

4.4.2. Internal hiring procedures must include:

- Complying with military spouse and transition hiring preference.
- Completing an AF Form 2548, attaching the PD and PG and forwarding them to the HRO, when a current NAF employee is selected.
- Committing the position, notifying the losing supervisor, and establishing the reporting date, after review by the HRO.

4.4.3. External hiring procedures include:

- Determining whether or not to advertise and the method to be used.
- Complying with military spouse, transition hiring, and veterans preference guidance.
- Notifying the HRO of selection; sending the HRO a completed AF Form 2548, along with the PD and PG.
- Committing the position and establishing a reporting date, after review by the HRO.

4.5. Applicant Supply File: The HRO maintains the applicant supply file and as a minimum, it includes:

4.5.1. A listing of all positions, posted in the HRO and at each NAF activity. All positions are open continuously for recruitment.

4.5.2. A separate application for each occupational series.

- Set up folders for each occupational series on the acceptance list.
- Date stamp applications upon receipt and place into the individual folders.
- An automated applicant supply file that fulfills the above requirements may be used.

4.5.3. AF Form 1701, is used for employment consideration in NAF activities. Forms are available at the HRO.

4.5.4. Applicants for positions that require working with children under the age of 18 (IRC, SCHRC, and NAC required) must complete a supplemental continuation page, which will contain the following information and be in the format shown in the following sample:

- A. Have you ever been arrested for or charged with a crime involving a child?
- B. If your answer to A is YES, provide a description of the disposition of the arrest or charge.
- C. Have you ever been arrested for or charged with a crime involving drugs or alcohol?
- D. If your answer to C is YES, provide a description of the disposition of the arrest or charge.
- E. This is to advise you that if you are accepted for employment, the AF is required to request a state criminal history repository check as a condition of employment. You have a right to obtain a copy of the criminal history report and to challenge the accuracy and completeness of any information contained in the report.
- F. You are signing this application under penalty of perjury. The penalty for perjury is a $2,000 fine or 5 years in jail or both.
- G. Signature and date.

4.5.5. AF Form 2550 is used by all current employees applying for any other NAF position. The AF Form 2550 is available at the HRO, and all NAF activities.

4.5.6. The HRO maintains the only applicant supply file. Any applications completed at an activity are turned in to the HRO.
4.5.7. Entitlements such as military spouse, transition hiring preference, and veterans preference are visibly annotated at the top of the application.
4.5.8. **Retention of Applications**:
4.5.8.1. AF Form 1701. Applications are date stamped upon receipt, and placed in the applicant supply file. Applications, including preference eligibles, will remain active for 90 days. All applicants must be advised of the 90-day retention period, and that they are responsible for updating their application to remain on file another 90 days.
4.5.8.2. AF Form 2550. Applications are date stamped upon receipt, and placed in the applicant supply file. Applications remain active as long as the employee is employed, and is interested in being considered for the position for which application was made.

4.6. Probationary Period. The probationary period tests the employee's ability, suitability, and fitness for the job, as shown by actual job performance. During this period, the employee's conduct and performance are observed, and he or she may be separated if conditions warrant. The HRO processes a personnel action upon satisfactory completion of the probationary period.
4.6.1. A probationary period is required for all regular and flexible employees, to include those on NTE appointments. Exceptions to this requirement are limited to the appointment of a person who has completed a probationary period, and who is appointed either in the same Services squadron within 6 months after separation without cause or as the result of a transfer of function. The length of the probationary period is:

- 6 months for Pay band NF-I - NF-II employees.
- 12 months for Pay band NF-III - NF-VI employees.
- 12 months for CC employees.
- 6 months for Crafts and Trades (NS, NL, and NA).

4.6.2. The probationary period is extended by the number of calendar days in excess of 30 when the number of calendar days in a nonpay status exceeds 30.
4.6.3. Employees demoted or reassigned during probation are credited with the time served toward completing probation. The probationary period completion date does not change.
4.6.4. The following NAF service counts toward completing a probationary period:

- Periods in a pay status, computed on a calendar basis.
- Periods of LWOP of 30 days or less.
- Absences of professional school personnel, employed by a NAFI, in a nonpay status during school recess periods such as summer breaks.

4.6.5. Employees moved to a position with a requirement for a longer probationary period, must serve the new probationary period. Time served in a previous probationary period is not creditable toward completion of the new probationary period.
4.6.6. An employee may be separated during probation if he or she fails to demonstrate that he or she possesses the skills or character traits necessary for satisfactory performance in the position.
4.6.6.1. The supervisor should start separation action if it becomes apparent that the employee's conduct, general character traits, or performance are not acceptable.
4.6.6.2. The supervisor prepares a memorandum to notify the employee of the reason for termination and the effective date of the action. The memorandum is coordinated with the HRO prior to giving to the employee. A minimum of 24 hours notice is required. The notice memorandum will include:

- A statement of the specific action to be taken, for example, "This is to officially notify you that you will be separated from your position of _____.".
- A statement containing the specific reasons for the action.
- The effective date of the action. The effective date may not be earlier than 24 hours from the date the employee receives the Notice of Separation During Probationary Period memorandum.
- The employee's duty status during the notice period. In most circumstances, the employee is in a normal duty status during the notice period.
- The name, location, and phone number of the person in the HRO designated to address any questions the employee may have.
- A statement that separation during the probationary period is not subject to the NAF grievance or appeal procedures.

4.6.6.3. The supervisor forwards a copy of the separation memorandum along with AF Form 2548, documenting the action, to the HRO for processing. The HRO prepares and issues an AF Form 2545.
4.6.7. **Documentation**. The HRO maintains the material used to support the action and the separation memorandum in a case file apart from the employee's OPF.
4.6.8. Separation during the probationary period is not subject to the NAFI grievance or appeal procedures; however, complaints that such separation was based, in whole or in part, on discrimination because of race, color, religion, sex, physical or mental handicap, age or national origin are processed according to AFI 36-1201, *Managing Civilian Personnel Discrimination Complaints.*

Chapter 5

POSITION CHANGES AND SEPARATIONS

5.1. Details. A detail is the temporary assignment of an employee to a different position without a change in pay for a period NTE 60 days. An employee returns to his or her original position at the end of a detail. Details are used to meet temporary needs, when work requirements cannot be met by other desirable or practical means.

5.1.1. Details are made a matter of record, because the experience and training gained by the employee may be important for later permanent placement actions.

5.1.2. Repeated details of an employee for periods of 60 days or less, interrupted by short term return to the permanent position, are not authorized.

5.1.3. The following are not details:

5.1.3.1. TDY.

5.1.3.2. Loan of an employee to another AF NAF organization to meet temporary or limited work situations of less than 60 calendar days, where the position has the same grade or pay band, series, and basic duties as his or her regularly assigned duties.

5.1.3.3. Assignment of an employee to perform duties occasionally or for short periods of time that are related to the employee's official duties, responsibilities, and qualifications.

5.1.4. Do not detail an employee for more than 60 consecutive days to a higher grade or pay band position Temporarily promote the employee rather than detail if the need for the detail is known to be for more than 60 days.

5.1.5. Do not detail an employee for more than 60 consecutive days to a lower grade or pay band position.

5.1.6. Do not detail an employee for more than 60 consecutive days to a position in the same pay band or grade. Temporarily reassign the employee rather than detail if the need for the detail is known to be needed for more than 60 days.

5.1.7. Failure or refusal by an employee to perform the duties of the position to which detailed may be the basis for disciplinary action.

5.1.8. An employee who is improperly detailed to a higher-grade or pay band position is entitled to retroactive temporary promotion with back pay.

5.1.9. Using and detailing supervisors have these responsibilities:

5.1.9.1. The using supervisor:

- Directs the work of the employee.
- Prepares time and attendance (T&A) records and sends to the detailing office.
- Approves or disapproves leave and other normal administrative actions.
- Reports to the detailing supervisor any offenses or substandard performances that warrant disciplinary or other corrective action. (Any action should be decided jointly with the detailing supervisor, with advice from the HRO.)
- Reports to the detailing supervisor any superior or outstanding performance.
- Takes action to terminate or extend the detail.

5.1.9.2. The detailing supervisor:

- Notifies the employee, in writing, of the detail.
- Provides the HRO a copy of the written notification for filing in the employee's OPF.
- Gets T&A records from the using supervisor.
- Assists the using supervisor in taking any required action (disciplinary or meritorious) during the period of the detail.
- Makes sure the detail is promptly terminated or extended.
- Records detail on AF Form 971, and ensures employee updates experience in the OPF.

5.1.10. Terminate details when the need no longer exists, but in no case later than the expiration date of the approved period.

5.2. Reassignments.

5.2.1. Managers may reassign crafts and trades employees to other positions within the organization without changes in employment category, pay plan, grade, guaranteed hours, and scheduled rate of pay to promote the efficiency of the organization. Managers may reassign crafts and trades employees to pay band positions without changes in employment category and guaranteed hours; pay is set according to table 18.7, rule 7.

5.2.2. Managers may reassign pay band employees to other positions within the organization without changes in employment category, pay band and guaranteed hours to promote the efficiency of the organization. An employee's pay may be adjusted upward based on increased level of responsibility of the new position. BBA procedures must be applied to reassign a pay band employee to a position with a lower rate of pay. Managers may reassign pay band employees to crafts and trades positions without changes in employment category and guaranteed hours; pay is set according to table 18.8, rule 7.

5.2.3. Employees may request reassignment to other positions by completing AF Form 2550 and submitting it to the HRO. This request could result in a decrease or an increase in the scheduled rate of pay due to level of responsibility of the new position. Refer to tables 18.7

and 18.8 for guidance on reassignments between pay systems.

5.2.4. A temporary reassignment is useful when an employee's services are needed temporarily in a position in the same grade or pay band. Terminate a temporary reassignment when the need no longer exists. Accomplish a reassignment by submitting an AF Form 2548 along with the PD and PG to the HRO.

5.2.4.1. A temporary reassignment must be expected to last at least two pay periods (4 weeks) and may not extend beyond 6 months.

5.2.4.2. An employee's guaranteed hours cannot be lowered when temporarily reassigned on an involuntary basis.

5.2.4.3. An employee returns to his or her previous position at the end of the temporary reassignment unless permanently reassigned.

5.3. Promotions. A promotion is the change of an employee from one grade or pay band to a higher grade or pay band within the same pay schedule. A promotion may also result when changing from one pay schedule to another pay schedule.

5.3.1. Temporary promotions may be made noncompetitively when an employee's services are needed in a higher grade or pay band position, and the employee meets the qualification requirements for the position. The supervisor submits an AF Form 2548 along with the PD and PG to the HRO to process the action. The employee returns to his or her previous position at the end of the temporary promotion.

- A temporary promotion must be expected to last for a minimum of 2 pay periods (4 weeks) and may not extend beyond 6 months.
- An employee's guaranteed hours cannot be lowered when temporarily promoted on an involuntary basis.
- An employee returns to his or her previous position at the end of the temporary promotion unless permanently promoted through the competitive process.

5.3.2. **Permanent Promotions**. All permanent promotions are competitive unless:

- The promotion is the result of job growth;
- The promotion is the result of improper classification;
- The promotion is required to comply with a new classification standard; or
- The promotion follows competitive assignment to a developmental position.

5.3.3. The employee must meet the qualification requirements for the position.

5.3.4. Employees may complete AF Form 2550 for any higher grade or pay band position at any time. The form is submitted to the HRO and maintained as long as the employee is employed, or is placed in the applicable position.

5.3.5. The position guide and/or PD should be rewritten and submitted to the HRO for classification if the duties of a position change significantly. The employee may be noncompetitively promoted when the HRO determines that the change in duties is due to job growth if the new duties result in a higher grade or pay band.

5.3.5.1. Job growth occurs when the employee continues to perform the same basic function(s) as in the former position, and there is clear evidence that the newly classified position is a successor to the former position as determined by the HRO.

5.3.6. NAF pay band and CC employees must receive a minimum of a 6% pay adjustment when promoted, whether temporary or permanent.

5.3.7. All promotions are accomplished by submitting an AF Form 2548, the selectee's application, and the PD and PG, to the HRO for processing.

5.4. Change of Employment Category. An employee on a flexible appointment may be changed to regular at any time by the manager submitting an AF Form 2548 to the HRO for processing. A change of employment category from regular to flexible, unless initiated at the employee's request, is processed as a BBA in accordance with Chapter 6. A change from regular to flexible at the employee's request, may be taken at any time, provided the employee submits the request in writing by completing an AF Form 2550.

5.5. Interview, Selection, and Release of Employees.

5.5.1. **Interviews**. The selecting supervisor may interview candidates and visit the HRO to get information from employee's records. Interviews are a useful tool that management should use to assess personal characteristics and potential for assuming the duties of the position. This is especially important when filling supervisory vacancies, because the success of any organization is directly related to the capacity and skills of supervisors, line managers, and executives who make decisions and direct or lead others in completing the organization's mission. Attachment 6 contains guidance on interview objectives and techniques.

5.5.2. **Number of Considerations.** There is no limit on the number of times an applicant or current employee may be considered for vacant positions.

5.5.3. **Release of Employees**. The selecting supervisor contacts the losing supervisor and arranges for a tentative release date; and notifies the HRO, who establishes the effective date. Employees usually are released within 15 calendar days after the losing supervisor is notified of the selection. Losing and gaining supervisors may agree on an extension (of not more than 10 additional days) to train a replacement or other emergency needs; but, in no case is

an employee's release date conditioned on the ability to get a replacement.

5.6. Separations.

5.6.1. **Retirement.** Retirement is effected voluntarily, according to AFI 34-302.

5.6.2. **Resignation (Regular and Flexible Employees).** Resignations are voluntary, initiated by the employee who should give sufficient notice, preferably at least 2 weeks, on AF Form 2548, to permit his or her supervisor to get a replacement. A forwarding address is required. The effective date of the action is the last day the employee expects to work. In the event of an oral resignation, the supervisor completes the applicable portion of the AF Form 2548 to show the date of oral notice and the effective date. A resignation may not be withdrawn without prior approval of the supervisor, in consultation with the HRO.

5.6.3. **Termination.** A flexible employee may be terminated for any valid reason other than business based action with a minimum of 24-hours notice. For BBA terminations, a minimum 7-day notice is required. Involuntary terminations are made without regard to race, color, sex, national origin, age, handicapping condition, marital status, political affiliation, or membership in any organization, including a labor organization.

5.6.4. **Separation (Regular Employees)**. Management initiated actions will normally be processed under BBA procedures.

5.6.5. **Removal (Regular Employees).** An action taken by management to separate a regular employee for cause, which may be used in cases of performance, misconduct, or serious delinquency.

5.6.6. **Resignation - Abandonment (Regular and Flexible Employees).** An employee who fails to report for work or notify management for three consecutive workdays without a reasonable explanation is considered to have resigned.

5.6.7. **Other Separations**:

- Death.
- Loyalty or security reasons.
- Other valid reasons, such as conflict of interest, which cannot be resolved except by termination without prejudice.

5.6.8. **Disability.** Separation for disability may be necessary when an employee's physical or mental condition renders him or her incapable of continuing employment. *Employees must not be separated for an on-the-job injury without written approval from HQ AFSVA/SVXH and HQ AFSVA/SVXBW.*

5.7. **Dissolution of a NAFI.** BBA procedures are required when a NAFI is dissolved. The HRO processes all personnel actions. If an installation is deactivated before all personnel actions have been processed, procedures must be established to ensure continued HRO support is provided, and that any remaining personnel actions are completed.

5.8. Transfer of Function and Movement of Employees Between NAFIs.

5.8.1. A transfer of function is the transfer of the responsibility for the performance of a continuing function from one NAFI to one or more NAFIs within or between DoD components located in the same or another commuting area. An employee has no right to transfer with his or her function regardless of their personal preference, unless the alternative is separation or downgrading.

5.8.2. All transfers of function between US AF NAFIs are subject to case-by-case written agreements between losing and gaining NAFIs and approval by the installation commander or commanders concerned. If the movement includes one or more NAFIs at the MAJCOM level, one of the AF central NAFIs or the Army and Air Force Civilian Welfare Fund, all the fund custodians involved must approve those NAFIs' agreements.

5.8.3. All transfers of function between US AF and non-US AF NAFIs are directed at HQ USAF level.

5.8.4. To provide equity and employment continuity, a regular NAF employee, whose position is identified in a transfer of function and who has the right to transfer, is afforded the opportunity to transfer with his or her position.

5.8.4.1. If the employee who accepts the transfer offer can be placed in the NAFI to which the function is transferred, either into a vacant position or through BBA procedures, the employee is transferred to the gaining NAFI.

5.8.4.2. If the employee who accepts the transfer offer cannot be placed in the gaining NAFI, either in a vacant position or through BBA procedures, the employee is separated through BBA procedures as if he or she had been employed by the gaining NAFI, but is not moved physically or on paper.

5.8.4.3. If the employee declines a transfer of function offer, he or she is separated, unless placement into another NAF position is accomplished.

5.8.4.4. If the employee is not placed in the gaining NAFI or does not accept an offer of transfer of function, he or she is offered placement assistance by the HRO servicing the losing NAFI.

5.8.5. A regular DoD component NAF employee who has completed his or her probationary period, and who is hired by a different DoD component NAFI within 6 months after removal from pay status because of a BBA in the losing NAFI, is considered to have transferred to the gaining NAFI only for purposes outlined paragraphs 5.8.6, 5.8.8, and 5.8.10.

5.8.6. Retention of pension rights, even if the gaining NAFI offers a different retirement plan, so that upon eventual retirement such an employee draws a pension under the gaining DoD NAFI retirement plan. The

pension is computed on total NAF service creditable for retirement purposes from both the losing and the gaining NAFIs.

5.8.7. Eligibility for group health and life insurance coverage offered by the gaining DoD NAFI, if the employee enrolls in that group insurance plan within 1 month from the date employment begins with the gaining NAFI. When applied for within this 1-month period, coverage is effective with the date of application.

5.8.8. An employee who transfers from one NAFI to another within DoD is given service credit for his or her prior DoD NAFI employment.

5.8.9. Upon transfer of a regular employee to another non-AF NAFI within DoD, the employee is paid for the accumulated annual leave credited to his or her account. However, if the transferred employee elects, and the losing and gaining NAFIs agree, annual leave credit and the funds to cover its cost is transferred from the losing to the gaining NAFI.

5.8.10. All accumulated sick leave credit is transferred by the losing NAFI to the gaining NAFI provided the individual is placed in a pay status in the gaining NAFI within 6 months. However, no transfer of funds is made from losing to gaining NAFIs for sick leave credits transferred. The gaining activity assumes the financial obligation.

Chapter 6

BBAs

6.1. Definition. A BBA is a reduction in employment category or pay rate, a change to lower grade or pay band, a furlough of eight calendar days or more, or a separation action initiated by management for nondisciplinary reasons. Use BBAs to adjust resources in response to reorganization, realignment of workload, elimination of duties or responsibilities from a position, lack of funds, or from a need to be competitive with pay in the local labor market. Do not use to address a performance or conduct deficiency, or to downgrade a position because of a change in classification standards, or correction of a misclassification. Employees are affected by BBAs only if so identified after an objective, fair and equitable ranking against other employees in the same employment category, occupational series, grade or pay band, and in the same NAF activity (e.g., Officers' Club, bowling center, enlisted club, etc.).

6.1.1. Exception to the ranking procedures contained in paragraph 6.1,(i.e., ranking employees against other employees in the same employment category, occupational series, grade or pay band), are made only when the HRO determines that the duties and qualifications of the positions affected, when ranked together, are so different that the affected employees assigned to them could not move to other positions in the same ranking without an inordinate amount of training, which would result in disruption of the activity. In this case, such positions are ranked separately. For example, club operations assistant, NF-1101-III and a vending manager, NF-1101-III, who work in the same facility, are not ranked against each other should the HRO decide that the provisions for exception as stated above apply. Normally, exceptions are not granted for lower graded positions, where relative distinctions are rarely discernible.

6.1.2. The authority to make the decision to allow an exception to the ranking procedures as described in paragraph 6.1, is with the HRO, and is based solely on review of the PGs and PDs of the affected positions.

6.2. Coverage. BBA provisions cover both regular and flexible employees. However, flexible employees are not covered if they are furloughed, nor do they have a right to Step 3 of the appeal process (i.e., appeal above the base level). Additionally, regular employees currently serving a probationary period as a result of initial appointment to AF NAF employment, and flexible employees who have been on the rolls of the NAF activity effecting the BBA for less than three continuous years are affected by a BBA prior to any other regular employee or any flexible employee who has been on the rolls of the NAF activity effecting the BBA for at least three consecutive years.

6.3. Coordination. The HRO has an active role in the BBA process. All proposed BBAs are reviewed by the HRO prior to finalization. The HRO determines the order in which employees will be affected by the proposed BBA. All notice memorandums of BBA will be reviewed by the HRO, and the HRO is encouraged to coordinate BBA memorandums with the base legal office before issuance.

6.4. Types of BBAs. The following actions are considered BBAs:

- Reduction in pay rate.
- Furlough. An action to furlough a regular employee (flexible employees are excluded) for eight calendar days or more (a temporary layoff for a definite or indefinite period of time).
- Change in employment category from regular to flexible.
- Change to lower grade or pay band.
- Separation.

6.5. Factors to Consider. Careful planning is necessary to lessen adverse effects, prepare employees, and to avoid administrative and morale problems. It is important to consider whether the cause of the reduction or realignment is a temporary or permanent situation, along with each of the various actions that may be taken. For example, a change in employment category, a reduction in pay rate, or a furlough may be more appropriate than separation. In all BBAs, flexible employees with less than three continuous years on the rolls of the NAF activity effecting the BBA, and regular employees who are currently serving a probationary period as a result of initial appointment to AF NAF employment in the NAF activity effecting the BBA, and who are, in both cases, in the same occupational series, and the same grade or pay band, are affected by the BBA prior to any other employee. Prior to changing a regular employee to a flexible employment category, management must determine whether or not the benefit derived from the action can be accomplished by first reducing the flexible employee work force.

6.6. Procedures.

6.6.1. **Determining Affected Employees.** Covered employees are ranked to determine the order in which they are affected (unless all employees are equally affected; separation due to base closure, for example). The ranking process takes into account both performance and seniority. Performance is the primary criterion. The HRO performs the ranking process by using the average of the total scores on the last two performance evaluations completed on the employee and on file in the employee's OPF.

6.6.1.1. If only one performance evaluation is on file for the employee, then only that evaluation's total score is used.

6.6.1.2. If no performance evaluations are on file for the employee, then the HRO assigns a presumptive rating of satisfactory, rating code "3" on each of the Work Behavior Elements on an AF Form 3527, after which the total score will be used in the ranking process. The HRO annotates this rating as presumptive, signs the form, and files it in the BBA case file. Presumptive ratings assigned as part of the BBA process are not grievable.

6.6.1.3. If the group of covered employees to be ranked includes nonsupervisory and supervisory employees, the supervisory elements are not used in the ranking process. If all covered employees to be ranked are supervisors, then the total of all elements is used in the ranking process.

6.6.1.4. Employees are separated into four separate categories. The total score on the Work Behavior Elements on the AF Form 3527 determines the order in which employees are ranked within these categories. To effect the BBA, employees in Category 1 with the lowest total score are affected first, the next lowest total score second, etc., until all Category 1 employees are exhausted. After Category 1, employees in Category 2 are affected in the same order until exhausted, after which Category 3 employees are affected. The last employees affected are Category 4 employees. If two or more employees have the same total score, the SCD for seniority (SCD-RIF) for regulars or the length of service for flexibles is used to determine the ranking. The four categories are as follows:

- Category 1 - Flexible employees on the rolls of the NAF activity effecting the BBA for less than three continuous years.
- Category 2 - Regular employees currently serving a probationary period as a result of initial appointment to AF NAF employment.
- Category 3 - Flexible employees on the rolls of the NAF activity effecting the BBA for at least three continuous years.
- Category 4 - Regular employees who completed their probationary period.

6.6.1.5. The HRO maintains the ranking of each covered employee, the process used to determine the ranking, and a copy of the notice given to each employee in a separate BBA file apart from any employee's OPF. Subject to the provisions of the Privacy Act, the BBA file is made available for review upon request only by an affected employee, or by those whose official duties require access.

6.6.2. **Advance Notice.** Management gives an employee affected by a BBA advance notice of the effective date. The length of the advance notice varies, depending on the status of the employee and other factors.

6.6.2.1. **Regular Employees.** The minimum advance notice period for regular employees is seven calendar days for a nonseparation action and 30 calendar days for a separation action.

6.6.2.2. **Flexible Employees.** The minimum advance notice period for flexible employees is 24 hours for a nonseparation action and seven calendar days for a separation action.

6.6.2.3. **Employees in Career Program Positions.** If the BBA is to separate an incumbent of a NAF career program position, the employee is provided advance notice of at least 60 days. The installation commander must review the proposed action, prior to notifying the employee. After review by the commander, a copy of the action will be forwarded to the appropriate MAJCOM/SVX and the NAF Career Program. MAJCOMs provide placement assistance in coordination with the Career Program. If the employee is not placed in a new position prior to the end of the 60-day notice period, the employee is separated. After expiration of the 60-day notice period, employees may be placed on limited LWOP under certain conditions, pending their separations. Refer to paragraph 6.8 for procedures for this type of LWOP.

6.6.2.4. **Base Closure Actions.** Base closure actions involving incumbents of NAF career program positions are treated as BBAs. Advance notice of at least 60 days is

provided. The installation commander reviews the proposed action prior to notifying the employee. After review by the commander, a copy of the action is forwarded to the appropriate MAJCOM/SVX, and the NAF Career Program. MAJCOMs provide priority placement in coordination with the Career Program. If the employee is not placed in a new position prior to the end of the 60-day notice period, the employee is separated.

6.6.2.5. **Emergency Conditions.** Under emergency conditions (e.g., breakdown of equipment or other emergency conditions requiring suspension of operations, or an unanticipated reduction in business such as occurs with a sudden deployment of troops), a minimum of 24-hours notice may be given to any employee for other than separation actions.

6.6.3. **Notice Memorandum.** The notice to an affected employee is in writing and, whenever possible, hand delivered. The notice memorandum is prepared by the supervisor, and signed after it has been coordinated with the HRO, and contains at a minimum:

- The employee's position title, occupational series, grade or pay band, and rate of pay.
- A description of the action being taken, and the reason (be specific).
- The effective date, which must comply with the applicable advance notice period prescribed in paragraph 6.6.2.
- The position title, occupational series, grade or pay band, rate of pay, and employment category of the position being offered, if applicable.
- Advice on severance pay entitlement, if applicable (see paragraph 18.23)
- Advice on loss of benefits (insurance, retirement, annual or sick leave, etc.), if applicable.

6.6.3.1. If the action is separation:

- A statement that the action is nondisciplinary and does not preclude reemployment.
- Information on the reemployment priority list (see paragraph 6.7).
- Information on eligibility for civil service positions for 1 year from the date of separation under the terms of the DoD/OPM Interchange Agreement.
- Information on unemployment compensation.

6.6.3.2. An explanation of the employee's right to appeal, including how and where to appeal, and the time limits for making such appeal.

6.6.3.3. The name, location, and phone number of the person in the HRO designated to provide assistance.

6.7. Reemployment Priority Lists (RPL).

6.7.1. Each HRO servicing a NAF activity that separates an employee by a BBA establishes an RPL to provide placement assistance to those separated by the BBA. Separated employees have priority placement rights in the NAF activity from which separated (e.g., Officers' Club, bowling center, golf course), and priority consideration rights at other DoD NAF activities in the commuting area (100 mile radius). They are immediately placed on the RPL and remain on the RPL until reemployed, or until 1 year after the date of separation, whichever occurs first.

6.7.2. NAF employees separated by BBA from 23 Dec 91 forward are placed on the RPL and remain on the RPL until reemployed or until 1 year after the date they are added to the RPL, whichever is first.

6.7.3. A person on the RPL is offered employment in a vacant position in the NAF activity from which he or she was separated; and offered priority consideration for vacant NAF positions in other DoD NAF activities in the commuting area of the NAF activity from which separated if all of the following apply:

- Management is filling the vacancy by other than detail.
- The vacancy is in the same or lower employment category as the position from which the employee was separated.
- The vacancy is in the same or lower grade or pay band as the position from which the employee was separated.
- The vacancy has substantially the same duties as the position from which the employee was separated.

6.7.4. Rehiring an individual on the RPL in the same NAF activity from which he or she was separated is a noncompetitive recruitment action. Therefore, such individuals are rehired before those who receive preference in the competitive recruitment process (e.g., military spouse preference, transition hiring preference, etc.).

6.7.5. An individual's name is removed from the RPL when he or she accepts an equivalent position (i.e., the same or higher employment category, the same or higher rate of basic pay, and the same or higher grade or pay band) to the position from which separated. Positions with a limited term of 365 days or less are not considered an equivalent position. Declination of an offer of an equivalent position results in removal from the RPL.

6.7.6. If the first person on the RPL declines or is otherwise removed from the RPL, the next eligible person on the RPL is offered the position, and so on until the RPL is exhausted. Placement and consideration is prioritized in the order of the date placed on the RPL. If such prioritization produces two or more applicants for placement or consideration placed on the RPL on the same date, they are referred simultaneously without any further prioritization.

6.7.7. HROs provide a copy of the RPL to all DoD NAF personnel offices within the commuting area monthly.

6.7.8. For base closures, a final RPL is prepared and issued just prior to final closure of the base. The RPL is identified as the final RPL to be issued from that particular office.

6.7.9. RPLs contain at a minimum: identification of the servicing HRO or NAF Personnel Office; the employee's name and SSAN; the employment category, pay plan, series, grade and position title of the position from which separated by BBA; the employee's rate of basic pay at the time of separation; the date the employee was placed on the RPL (the date of the separation); and the employee's address and telephone number at the time of separation.
6.7.10. RPLs forwarded to other AF HROs within the commuting area have a current AF Form 1701 attached for each employee added to the RPL during the preceding month.

6.8. LWOP for Career Program Employees.
6.8.1. To avoid a break in service, NAF career program employees issued a 60-day notice of separation as a result of a BBA are placed on LWOP by the installation where employed at the end of the 60-day period, if they are on a priority referral certificate, pending results of the selection.
6.8.1.1. HROs are notified by the NAF Career Program when an employee is on a priority referral certificate. If at the end of the 60-day notice period, a selection decision has not been made, the employee is placed on LWOP for a period NTE 30 days.
6.8.1.2. If the employee is not selected for this position, or for another position before the expiration of the 30-day LWOP period, action is taken immediately to process the BBA separation.
6.8.2. NAF career program employees who reach the expiration of the 60-day notice period, and who have not received a priority referral offer, may elect to be placed in LWOP status for a maximum of 30 days. If at the end of the 30-day LWOP period, the employee has not been selected for another position, action is taken immediately to process the BBA separation.
6.8.3. The notice memorandum of separation under the BBA procedures must include the information contained in paragraph 6.6.3, in addition to the following:

- Information on these LWOP procedures.
- Notification that it is their responsibility to request the 30-day LWOP if they have not received a priority referral offer by the expiration of the 60-day notice period.
- A statement that severance pay is not be paid until after the LWOP period expires.

6.8.4. HROs must counsel employees electing LWOP about their participation in the retirement and insurance programs while on LWOP.

Chapter 7

PERFORMANCE EVALUATIONS, INCENTIVE AWARDS AND RECOGNITION, AND SUGGESTION PROGRAM

7.1. Performance Evaluation of Regular and Flexible Employees. All NAF employees must be aware of what is expected of them in their current position. Supervisors identify work performance standards and fairly and objectively evaluate the work performance of employees under their supervision on a scheduled and continuous basis. Supervisors ensure that employees are aware of what their performance standards are, how performance evaluations are performed, and what possible awards are available for doing a superior job.
7.1.1. **Performance Evaluation Objectives.** Objectives of the performance evaluation system are to:
7.1.1.1**.** Keep employees aware of performance standards that are expected of them, in terms of quality and quantity of work to be performed and standards of personal conduct and behavior, that are essential to their successful performance in the position.
7.1.1.2**.** Provide employees with constructive help to identify and correct deficiencies in their performance or conduct, in order to help them achieve full potential for their positions.
7.1.1.3**.** Identify and resolve points of misunderstanding between supervisors and employees regarding work requirements.
7.1.1.4**.** Evaluate employees fairly and objectively on a scheduled and continuous basis with the results of the evaluation discussed individually with each employee.
7.1.1.5**.** Increase the efficiency of employees and supervisors.
7.1.1.6**.** Develop constructive relationships between supervisors and employees.
7.1.1.7**.** Advise employees on whether they meet, fail to meet, or exceed the standards for satisfactory performance.
7.1.1.8**.** Evaluate employees only under reasonable standards that are in effect during the rating period, are known to the employee, and that the employee has had a fair opportunity to meet.
7.1.1.9**.** Use performance evaluations as a basis for making decisions on training, retention, promotion, reassignment, removal, and other personnel actions.
7.1.2. **Performance Standards.** Performance standards prescribe the quality, quantity, and timeliness of job performance that are essential for fully satisfactory performance in a specific position. Standards are defined in measurable, realistic and reasonable terms for those major tasks and functions specified for the position. They represent a level that a competent employee can be

expected to achieve. The need for specific standards and a common understanding of them is particularly important during an employee's probationary period.

7.1.2.1. Firstline supervisors will:

- Develop performance standards for each position supervised.
- Continuously evaluate employee's performance.
- Acquaint each employee with the performance rating system and the performance standards pertinent to the employee's position.
- Informally discuss with the employee from time to time the degree to which the employee meets, fails to meet, or exceeds the standards.
- Counsel employees on how to become more efficient.
- Complete annual performance evaluations, and provide a copy to the employee.
- Evaluate employees serving a probationary period, and recommend retention or separation.
- Prepare justification to support outstanding and less than satisfactory ratings.
- Initiate memorandums of warning and decision memorandums for unsatisfactory performance.
- Initiate proposals for performance awards.

7.1.2.2. Establish performance standards in writing for each major duty that is essential to successful performance. They indicate the quality of performance which is satisfactory for a specific position. They must be reasonable and of such a nature that an employee meeting the minimum qualification standards for the position can be expected to perform satisfactorily within a reasonable time after assignment to the position. They should be sufficiently high to assure an efficient operation, but not so high that outstanding performance is beyond the achievement of a competent employee.

7.1.2.3. Establish performance standards for any or all of the following aspects of a position. The aspects listed are not all-inclusive and some may merit greater weight than others for a particular position. They are not mutually exclusive; e.g., the quantity of work cannot be completely separated from the ability to organize and schedule work. Supervisors should add to the following list any aspects pertinent to a position and eliminate any which do not apply:

- Quality of finished work.
- Quantity of work.
- Adaptability to new assignments and to changes in instructions, work methods, work situations, organization, or staff.
- Relationships with other employees.
- Relationships with employees of other agencies and outside organizations.
- Timeliness.
- Cost effectiveness.
- Achievement of desired goals.
- Leadership and initiative.
- Ability to use professional, technical, mechanical, clerical, or supervisory knowledge and skills pertinent to the position.
- Courtesy to the public for jobs in which dealing with the public is important.

7.1.2.3.1. For supervisors, furthering EEO is an essential element of performance. Factors to be considered in performance evaluation for EEO include:

- Personal participation in EEO program leadership and administration.
- Fairness in making selections.
- Encouragement and recognition of employee achievements.
- Treatment of minority group employees and women.
- Training and upward mobility.
- Discipline--applies like penalties for like offenses.

7.1.2.3.2. For positions in which accountability for property is critical, include effective stewardship of this responsibility as an essential element of performance.

7.1.2.3.3. Performance standards for managers include internal control responsibilities. The internal control-related content of performance standards must be tailored to their relative importance and other circumstances associated with each manager.

7.1.2.3.4. For activity manager positions, include success of the total operation in terms of customer satisfaction, participation and interest, profitability of operations, and financial management.

7.1.3. **Evaluation Process.**

7.1.3.1. **Annual Evaluations.** Complete annual evaluations at the same time on all employees, both regular and flexible, at a date to be determined locally. They are due in the HRO not later than 30 days after the closeout period. Employees with less than 90 days of employment are not evaluated until at least 90 days is completed. If the employee's supervisor leaves within 90 days of the closeout period, he or she completes the evaluation prior to departure. If the employee's supervisor leaves prior to 90 days of the closeout period, the gaining supervisor completes an evaluation after 90 days of supervision. Evaluations are completed on AF Form 3527.

7.1.3.2. **Salary Review - Pay Band Employees.** Supervisors must review an employee's salary in conjunction with the annual evaluation to ensure the employee is being compensated commensurate with his or her duties and level of performance.

7.1.3.3. **Awards - All Employees.** Performance awards to recognize employees are recommended and processed according to the guidance in paragraph 7.2.

7.1.4. **Declining Work Performance.** Declining work performance occurs when the employee is not performing all requirements of the position in a manner acceptable to the supervisor. Prior to assigning a less than satisfactory

performance evaluation, the supervisor must advise the employee with a written warning regarding his or her work performance deficiencies. The supervisor must also provide reasonable assistance to help the employee improve.

7.1.4.1. **Written Warning.** The written warning is prepared by the supervisor, reviewed by the next level supervisor, and coordinated through the HRO before issuing to the employee. The written notice includes:

- A statement explaining the employee's deficiencies. Relate the performance deficiencies to the performance standards of the position, and be specific.
- A statement explaining that assistance will be provided to help the employee meet his or her performance standards. State the specific assistance which will be provided (e.g., training, if appropriate).
- A statement that the employee will be given a performance improvement period of not less than 30 days (in the case of a regular employee), or not less than 7 days (in the case of a flexible employee) to meet his or her performance standards.
- A statement explaining that the employee will be reassigned, demoted, or separated if he or she fails to meet the performance standards within the applicable performance improvement period.

7.1.4.2. **Expiration of the Performance Improvement Period.** If, after the performance improvement period expires, the employee's performance remains unacceptable, the supervisor must take appropriate action to either:

- Reassign the employee (regular or flexible) to another position within the organization.
- Terminate the employee (flexible only).
- Prepare a notice of proposed demotion or a notice of proposed removal (regular only).

7.1.4.3. **Reassignment**. If the supervisor decides to reassign the employee, the employee is advised of the reasons the action is being taken. The supervisor prepares an AF Form 2548 and forwards it to the HRO, who in turn processes and issues an AF Form 2545, documenting the reassignment. Use reassignments for both flexible and regular employees.

7.1.4.4. **Termination of Flexible Employees.** If the supervisor decides to terminate a flexible employee, the supervisor notifies the employee in writing. The employee is provided advance notification of at least 24 hours. The Notice of Termination is prepared and signed by the supervisor. The supervisor is encouraged to enlist the assistance of the HRO in the preparation of the memorandum. The memorandum must be hand-delivered or otherwise provided the employee, or a diligent effort to make delivery must be made and documented. The Notice of Termination must be reviewed by the HRO before issuing to the employee. It includes the following:

7.1.4.4.1**.** A statement of the action in specific terms, for example, "I have decided to terminate you from AF NAF employment."

7.1.4.4.2**.** A statement that identifies both the specific instances of unacceptable performance by the employee on which the action is based, and the performance standards of the employee's position involved in each instance of unacceptable performance.

7.1.4.4.3**.** The effective date of the action. The effective date is not earlier than 24 hours from the date the employee receives the Notice of Termination.

7.1.4.4.4**.** A statement that the employee has the right to respond to the Notice of Termination, in writing, and identification of the person designated to receive the response.

7.1.4.4.5**.** A statement that any response must be received by the designated official, either:

- Prior to the effective date of this action (if the notice period given is 24 hours), or
- Not later than 24 hours prior to the effective date of the action (if more than 24-hours notice is given).

7.1.4.4.6**.** A statement that nonreceipt of a response, or a response that does not affect the proposed action, will result in the action taking place on the effective date stated.

7.1.4.4.7**.** A statement that if a timely response results in a decision not to proceed, the action will not be taken or it will be reversed, whichever is applicable.

7.1.4.4.8**.** An explanation of the employee's right to file a grievance, including how and where to file, and the time limits for filing. If the employee is a member of a bargaining unit subject to a negotiated grievance procedures, the employee must follow the bargaining agreement procedures.

7.1.4.4.9**.** The name, location, and phone number of the person in the HRO designated to provide assistance to the employee.

7.1.4.5. **Notice of Proposed Action**. If the supervisor wants to either demote or remove a regular employee, he or she affords the employee a 15day advance notice of the proposed action. The Notice of Proposed Action is prepared and signed by the supervisor who is encouraged to enlist the assistance of the HRO in the preparation of the Notice Memorandum. The Notice of Proposed Action is clearly identified with the subject: "Notice of Proposed (Demotion/Removal)," is reviewed by the HRO, and is reviewed by the base legal office before issuing to the employee. It includes the following:

7.1.4.5.1**.** A statement, "The purpose of this letter is to notify you that I propose to (demote you from _____ to _____) *or* (remove you from your NAF employment)."

7.1.4.5.2. A statement that identifies both the specific instances of unacceptable performance by the employee on which the proposed action is based and the performance standards of the employee's position involved in each instance of unacceptable performance.

7.1.4.5.3. A statement of the employee's right to review the material relied upon to support the proposed action.

7.1.4.5.4. A statement that the action taken, if any, will be made effective not earlier than 15 days from the date the employee receives the proposed notice.

7.1.4.5.5. A statement that the employee has a right to respond to the Notice of Proposed Action, in writing, and to submit with his or her response any supporting statements or documents.

7.1.4.5.6. The name and location of the person designated to receive the written response. The designated person must be an individual who has the authority to either make or recommend a final decision.

7.1.4.5.7. A statement that any response to the proposed notice must be received by the designated official not later than 4 calendar days after the employee's receipt of the notice.

7.1.4.5.8. A statement that the action is proposed but not yet finally decided, that the employee's response made to the designated official will be considered, and that, regardless of whether or not the employee responds, a final written decision will be issued.

7.1.4.5.9. The name, location, and phone number of the person in the HRO designated to provide assistance to the employee.

7.1.4.6. **Notice of Decision.** The supervisor issues a Notice of Decision to the employee regardless of whether or not the employee's response to the Notice of Proposed Action was received, or even if a decision is made to cancel the proposed action or take a lesser action than originally proposed (e.g., reassignment). The supervisor prepares and signs the Notice of Decision. Supervisors are encouraged to enlist the assistance of the HRO in the preparation of the Notice of Decision. The memorandum is hand-delivered or otherwise provided to the employee on or before the date the action is to be effective, or a diligent effort to make delivery is made and documented. The Notice of Decision is clearly identified with the subject: "Notice of Decision", and is reviewed by the HRO and the base legal office before issuing to the employee. It includes the following:

- A statement of the decision in specific terms. For example, "I have decided to (demote you) (remove you)." The Notice of Decision can impose a lesser penalty than originally proposed.
- The specific reasons for the decision. The only reasons cited as a basis for the decision are the reasons which were cited in the Notice of Proposed Action. The Notice of Decision may not introduce any new allegations of unacceptable performance.
- The effective date of the action.
- Advice on loss of benefits (insurance, retirement, annual or sick leave, etc.), if applicable.
- The name, location, and phone number of the person in the HRO designated to provide assistance.
- An explanation of the employee's right to file a grievance, including how and where to grieve, and the time limits for submitting the grievance. If the employee is a member of a bargaining unit subject to the negotiated grievance procedure, the employee follows that procedure.

7.1.4.7. **Documentation**. The HRO maintains the material used to support the action, the proposed notice and the decision memorandum, along with the employee's response (if applicable), in a separate file apart from the employee's OPF. Subject to the provisions of the Privacy Act, the case file is made available for review upon request only by an affected employee or by those whose official duties require access. The original decision memorandum is given to the employee, and a copy is filed on the right side of the employee's OPF. Supervisors prepare an AF Form 2548, documenting the action, and forward to the HRO for processing. The HRO processes the form, and issues an AF Form 2545.

7.1.5. **Resolving Evaluation Dissatisfactions.** An employee dissatisfied with his or her assigned performance evaluation may submit a grievance for resolution under the grievance procedures.

7.2. I**ncentive Awards.** NAF employees play an important part in the efficiency and economical operation of the activity, and should be recognized for exceptional and noteworthy performance. All NAF employees are eligible for consideration for cash awards.

7.2.1. Supervisors should use a systematic procedure to acknowledge better than expected performance. Providing quick and appropriate recognition for good effort enhances morale and contributes to productivity of the work force.

7.2.2. The Services commander or director ensures that activity managers budget for awards. All activity managers must be aware of how they may use the award money.

7.2.3. **Award Criteria.** Examples of award criteria may include:

- Displaying initiative, perseverance, and dedication to duty.
- Improving procedures or methods.
- Eliminating or minimizing safety hazards.
- Increased productivity.
- Saving time, money, and other NAF resources.
- Improving customer service.
- Other noteworthy contributions occurring at any time.

7.2.4. **Types of Awards.**

7.2.4.1. **Performance Awards.** Performance awards are given to employees to recognize outstanding performance of a continuing nature. These performance awards are given during the annual performance evaluation cycle of each year. The supervisor initiates the award on AF Form 1001, **Award Recommendation Transmittal**, and forwards through the activity manager and flight chief to the Services commander or director for approval. Justification is prepared on plain paper and attached to AF Form 1001. The installation commander approves awards in excess of $2,000.

7.2.4.2. **Special Act or Service Awards.** A special act or service award may be given to an employee for a specific event that results in a unique contribution to the organization above and beyond the scope of assigned duties. The amount of the award is determined by the actual dollar savings, or intangible benefits. The supervisor completes AF Form 1001, and forwards through the activity manager and flight chief to the Services commander or director for approval. Justification is prepared on plain bond paper and attached to AF Form 1001. The installation commander approves awards in excess of $2,000.

7.2.4.3. **On-The-Spot Cash Awards.** An on-the-spot cash award may be given to an employee for a specific event or situation that results in a unique contribution to the activity or organization. The amount of the award is limited to $250. There is no limit to the number of such awards that may be granted to an employee. The supervisor initiates AF Form 1001 and forwards to the appropriate approval authority. If justification is required, it is prepared on plain bond and attached to AF Form 1001. Approval for this award should be at the lowest level deemed appropriate by the Services commander or director.

7.2.4.4. **Service Recognition.** This award reflects recognition of long and faithful service. Use Federal service certificates and pins for all such awards. Give recognition to regular employees for 5, 10, 20, 30, 40, and 50 years of creditable service. Creditable federal service includes all APF and NAF civilian service, and all honorable military service, which are creditable for leave. Creditable NAF service includes regular service with any DoD NAFI. A certificate is given for 5 years of service (AF Form 3033, **Certificate of Appreciation).** Use AF APF certificates and pins for all others. Present AF Form 342, **Retirement Certificate of Civilian Service**, to an employee on retirement. The installation commander or a designated representative signs the AF Form 342. Approval levels for service awards are described in table 7.1.

7.2.4.5. **Honorary Awards.** NAF employees may receive honorary awards according to AFI 36-1001, *Performance Management Program*. Cash payments for honorary awards are the responsibility of the recommending NAF activity.

7.2.4.6. **Special Employee Recognition Programs.** Each installation is encouraged to establish special employee recognition programs (for example, employee of the month or employee of the year awards), if funds are available. Special awards are funded by the NAFI that employs the recipient.

7.2.4.7. **Memorandums of Commendation.** These commend employees for superior work performance, special acts, contributions, or special service, which clearly exceed what is normally expected, while on special assignment or during a short emergency type situation. These memorandums are issued and signed by any supervisor or management official.

7.2.5. **Processing Awards.** All incentive awards are processed through the HRO. Completed and approved forms are forwarded to the HRO for processing through the NAF payroll system.

7.2.6. **Recording Awards.** Awards are posted in both the Supervisor's Record of Employee, and in the employee's OPF.

Table 7.1. Authority To Approve Service Recognition Awards.

RULE	A **If the basis for award is**	B **then approving authority is the**
1	5 years of service	Services commander or director at base-level. For HQ USAF and MAJCOM employees, the director; for HQ AFSVA employees, the commander.
2	10 and 20 years of service	Installation commander. For HQ USAF and MAJCOM employees, the director; for HQ AFSVA, the commander.

Table 7.1. Continued.

RULE	A If the basis for award is	B then approving authority is the
3	30 years of service	Parent MAJCOM director or comparable organization commander. For HQ USAF employees, the Chief of Staff, US AF, or designated representative; for HQ AFSVA and MAJCOM employees, HQ USAF/SV.
4	40 years of service (see note)	Chief of Staff, US AF.
5	50 years of service (see note)	Secretary of the Air Force.

NOTE: Requests for 40- and 50-year certificates are prepared in memorandum format and forwarded through appropriate channels to the approving authority. Requests should reach the approving authority not later than 60 days prior to the date of the desired presentation ceremony. The request for recognition contains the following information: Employee's name, title and grade, organization and location, inclusive dates of service for which recognition is submitted, and a brief synopsis of the employee's employment history.

7.3. Time Off Incentive Awards.

7.3.1. **Time Off Award Determination and Approval.** Time off from duty, called a time off award, may be granted, without loss of pay or charge to leave, in recognition of superior accomplishment or other personal effort that contributes to the quality, efficiency, or economy of operations. The authority to approve time off awards is delegated to the Services commander or director who may further delegate this authority no lower than the flight chief.

7.3.1.1. By law, a decision to grant a time off award for a period in excess of one workday, including the amount of the award, is reviewed and approved by an official at an organizational level higher than the individual making the initial decision. Accordingly, officials with delegated approval authority may designate subordinates to make initial award determinations, subject to their final review and approval. All such designations are in writing, and are included in local operating instruction.

7.3.2. **Eligibility Criteria.** A time off award is granted in recognition of superior accomplishment or other personal effort which contributes to the quality, efficiency, or economy of operations. Examples of achievements considered for a time off award are:

- Making a high quality contribution involving a difficult or important project or assignment.
- Displaying special initiative and skill in completing an assignment or project before the deadline.
- Using initiative and creativity in making improvements in a product, activity, program or service.
- Ensuring the mission of the activity is accomplished during a difficult period by successfully completing additional work or a project assignment while maintaining the employee's own workload.
- Accomplishing a specific, one-time, or special assignment that required extra effort or resulted in the activity receiving recognition for responsiveness to unprogrammed requirements.
- Participating in a quality circle or process action/improvement team that results in the implementation of significantly improved work processes or products.
- Submitting a suggestion that is adopted, but because the suggestion is considered to be within the employee's normal job responsibilities, the employee is not eligible for a cash award.

7.3.2.1. A time off award does not replace existing cash or honorary awards. It is used principally to recognize contributions that are of a one-time, nonrecurring nature.

7.3.2.2. In determining the amount of time off award, consideration is given to the cost in lost production time and the benefits realized by the AF from the employee's contributions. Recommending and reviewing/approving officials at the organization level also consider other available forms of recognition and cash awards and are consistent in recommending/approving time off award amounts.

7.3.3. **Limitations on Time Off Awards.**

7.3.3.1. The total amount of time off that may be granted to an employee during any one leave year is 80 hours. For employees who work less than 40 hours per week, the total time that may be granted during any calendar year is the average number of hours of work in the employee's biweekly scheduled tour of duty over the previous 6-month period.

7.3.3.2. The maximum amount of time off that may be granted for any single contribution is 40 hours. For employees who work less than 40 hours per week, the maximum award for any single contribution is one-half the maximum amount of time that could be granted during the year.

7.3.3.3. Time off approved as an award is scheduled and used to the extent possible within 90 calendar days from the effective date of the award. Time off not used within one year from the effective date is forfeited with no further right to restoration.

7.3.3.4. Time off is granted and scheduled so as not to

adversely affect an employee who is in an annual leave "use or lose" situation and is not used as justification to restore forfeited annual leave.

7.3.3.5. A time off award does not convert to cash under any circumstances.

7.3.3.6. Time off that has been approved and not used at the time an employee transfers between DoD activities cannot be transferred. In order to avoid the loss of the time off, every effort should be made to allow the employee to use the time off before the transfer.

7.3.4. **Documentation.** All time off awards are supported by appropriate written justification. Approved time off awards are submitted to the HRO for processing at least seven workdays in advance of the proposed effective date and include the following information:

- Employee name, social security number, and NAFI.
- Number of hours of time off granted.
- Justification briefly explaining how the employee met one or more of the criteria contained in paragraph 7.3.2.
- Certification from the supervisor or recommending official of the following:

"I have considered the cost of this time off award in lost production time and have determined that the benefits realized by the AF from the employee's contributions support the amount of time off approved. I have also considered the activity workload and activity employee leave projections and certify that this employee will be able to schedule the time off in addition to other projected leave no later than _____ (date not to exceed 90 days from submission of the time off award for approval, if possible; otherwise, not to exceed one year). I have also considered other available forms of recognition and cash awards in determining the amount of time off award."

- Name, position title, signature and date signed by recommending official.
- Name, position title, signature and date signed by reviewing official (if applicable), and approving official.

7.3.4.1. Use an AF Form 1001 to provide the information required by paragraph 7.3.4. The justification and certification statement are on plain bond paper, and attached to the AF Form 1001. After the award is approved, it is forwarded to the HRO for processing. The HRO inputs the award into NAF-PS to generate an AF Form 2545, which is retained in the employee's OPF. Prepare a separate AF Form 2545 for each time off award approved. The NOAC is N891, Time Off Award. Time off award personnel actions are effected within seven workdays after receipt from the official with time off award approving authority. Send a copy of the AF Form 2545 to the originator and to the employee as confirmation that the time off is approved and processed.

7.3.5. **Processing a Group Award.** Follow all procedures outlined in paragraphs 7.3.1 through 7.3.4. All documentation outlined in paragraph 7.3.4 must be provided, however, it may be submitted as follows:

7.3.5.1. Prepare only one AF Form 1001. Annotate Blocks 3 and 4 to read "see attached listing." The listing reflects: name, social security number, present position, title, grade, step and salary, and number of hours granted for each employee entitled to receive the award. In some cases, there may be employees who are on extended leave, LWOP, workers' compensation, or experiencing performance problems who are not eligible for the award. Review the list carefully to insure eligibility. The supervisor/recommending official signs at the bottom of the list.

7.3.5.2. Prepare only one narrative justification and certification for signature of the supervisor/recommending official.

7.3.5.3. Send the AF Form 1001, with the attached listing and justification to the HRO upon approval. The HRO processes the award in accordance with paragraph 7.3.4.1. Send a copy of the AF Form 2545 to each employee, and file a copy in each employee's OPF.

7.3.6**. Time and Attendance Reporting and Scheduling Time Off.**

7.3.6.1. Record approval and use of time off on employee time and attendance reports in accordance with instructions published by the NAF payroll office.

7.3.6.2. The employee is responsible for requesting supervisory approval to schedule and use the time off award. Employee requests to use time off are submitted far enough in advance to permit its use without undue interruption to the work of the activity.

7.3.6.3. Time off is not used and recorded on time and attendance reports until documentation, approval and processing requirements are completed. The AF Form 2545 serves as confirmation that the time off award has been approved and processed. Time off is not scheduled prior to receipt of the AF Form 2545.

7.4. Suggestion Program:

7.4.1. Employees are encouraged to suggest improvements that result in tangible and intangible benefits. Employees submit suggestions to approving officials using the forms prescribed in AFI 38-401, *Instruction for the Air Force Suggestion Program.*

7.4.2. Send a certificate and memorandum to the employee in recognition of an approved suggestion and file a copy of the memorandum as a long-term document in the employee's OPF. Record the approved suggestion on the Supervisor's Record of Employee.

7.4.3. Each installation prepares an operating instruction (OI) that includes procedures for review, approval and criteria for determining when cash awards for suggestions are used.

Chapter 8

DISCIPLINARY ACTIONS

8.1. Purpose.
8.1.1. Managers and supervisors set reasonable standards of conduct and maintain a constructive, disciplined work environment in which employees recognize and carry out their responsibilities and comply with the standards of conduct.
8.1.2. Take disciplinary action only when necessary and then promptly and fairly. The purpose of disciplinary action is to correct and rehabilitate the employee. Discipline must be applied as consistently as possible. Considering the circumstances, like penalties are imposed for like offenses. The seriousness of the offense determines the type of disciplinary action necessary. Use the table of offenses and typical penalties at Attachment 7 as a guide for determining an appropriate penalty.
8.1.3. Disciplinary actions are personal matters and are administered in private.
8.1.4. The servicing HRO reviews memorandums of reprimand, notices of termination, notices of proposed action, and decision memorandums before issuing to the employee to ensure that these memorandums are procedurally correct and proper on merit. Supervisors are encouraged to solicit HRO assistance in preparing disciplinary action memorandums.
8.1.5. HROs should coordinate proposed notice memorandums, and will coordinate decision memorandums required for suspensions, demotions, and removals with the base legal office before issuing.
8.1.6. Do not use suspension and removal actions to discipline flexible employees.

8.2. Disciplinary Actions. A disciplinary action is an action taken by management to correct an employee's delinquency or misconduct.
8.2.1. Disciplinary actions include:

- An oral admonishment.
- A letter of reprimand.
- A termination (flexible employees only).
- A suspension (regular employees only).
- A removal (regular employees only).
- In some cases, a demotion (reduction in grade or pay band) (regular employees only).

8.2.2. Disciplinary actions do not include:

- Application of a revised prevailing rate schedule when there is no change to the position.
- A BBA.
- A reduction in the number of guaranteed hours that does not result in a change in the employee's employment category.
- An action taken against an employee serving a probationary period.
- A change in duty shifts that results in the loss of differentials or premium pay.
- An action taken as the result of the termination of a temporary promotion.
- A resignation, change to lower grade or pay band, or reduction in pay or hours when voluntarily initiated by the employee.

8.2.3. **Oral Admonishment.** An oral admonishment is a discussion between a supervisor and an employee during which the supervisor informs the employee that he or she is being disciplined by an oral admonishment. It is the least severe disciplinary action and is used to correct misconduct or delinquency and to motivate an employee to improve work habits, work methods, or behavior. Use it to discipline either a regular or flexible employee.
8.2.3.1. The supervisor advises the employee of what he or she did wrong, when he or she did it, and the surrounding circumstances. The supervisor gives the employee an opportunity to explain his or her actions.
8.2.3.2. To be most effective, an oral admonishment is conducted soon after the incident giving rise to the admonishment, in private, and in an informal manner.
8.2.3.3. There is no formal procedure required to effect an oral admonishment. On the date of the admonishment, the supervisor makes a notation, in pencil, on the AF Form 971, which includes the words "oral admonishment", the effective date, and a notation that the employee has been advised of the admonishment. The employee may be asked to initial the AF Form 971 entry. The employee's initials do not indicate agreement with the entry content, but only awareness of the entry. This notation is deleted 2 years after the date of the admonishment.
8.2.4. **Memorandum of Reprimand.** A Memorandum of Reprimand is a formal disciplinary memorandum issued by a supervisor to an employee. It is used to correct significant misconduct or delinquency or repeated lesser offenses, and may be the last step in a progression toward suspension or removal. It should give clear warning that a subsequent misconduct could result in more severe disciplinary action, including removal. Use it to discipline either a regular or flexible employee.
8.2.4.1. Before issuing a Memorandum of Reprimand, the supervisor meets with the employee, tells the employee that he or she is considering a Memorandum of Reprimand due to the employee's misconduct; tells the employee the specific nature of the misconduct, including

date, time, and place; and gives the employee an opportunity to explain his or her actions. After meeting with the employee, the supervisor may decide to take no action, orally admonish the employee (see paragraph 8.2.3), or issue a Memorandum of Reprimand. The supervisor makes a memo of what is said during the meeting with the employee.

8.2.4.2. If the supervisor believes that a Memorandum of Reprimand is warranted, the supervisor prepares it. It is clearly identified with the subject: " Memorandum of Reprimand", and includes the following:

- A statement, "The purpose of this memorandum is to officially reprimand you for your conduct on _____(date)_____."
- The specific reason for the action, including the date, time, and place of the alleged misconduct.
- A statement that further misconduct could result in more severe disciplinary action, including removal.
- A statement that a copy of the Memorandum of Reprimand is placed in the employee's OPF for a period of 2 years.
- A statement that the employee has a right to file a grievance in accordance with the provisions of Chapter 9, or the negotiated grievance procedure, whichever is applicable.

8.2.4.3. The supervisor ensures that the HRO reviews the memorandum before issuing to the employee. After this, the supervisor gives the original copy of the memorandum to the employee.

8.2.4.4. The supervisor makes a note of the Memorandum of Reprimand, in pencil, on the employee's AF Form 971, files a copy with the employee's AF Form 971, and gives a copy to the HRO for filing in the employee's OPF. This note is deleted and the copies removed and destroyed 2 years after the date of the memorandum.

8.2.5. **Termination.** Management initiates involuntary termination to separate a flexible employee from AF NAF employment.

8.2.5.1. If the supervisor decides to terminate a flexible employee, the supervisor notifies the employee in writing. The employee is provided advance notification of at least 24 hours. The supervisor prepares and signs the Notice of Termination. The supervisor is encouraged to enlist the assistance of the HRO in the preparation of the memorandum. The memorandum is hand-delivered or otherwise provided the employee on or before the date the action is to be effective, or a diligent effort to make delivery is made and documented. The HRO reviews the Notice of Termination before issuing to the employee.

8.2.5.2. The Notice of Termination includes the following:

- A statement of the action in specific terms, for example, "I have decided to terminate you from AF NAF employment."
- A specific statement of the date, time, and place of the alleged misconduct.
- The effective date of the action (the effective date may not be earlier than 24 hours from the date the employee receives the Notice of Termination).
- A statement that the employee has the right to respond to the Notice of Termination, in writing, and identification of the person designated to receive the response.
- A statement that any response must be received by the designated official either: prior to the effective date of this action (if the notice period given is 24 hours); or not later than 24 hours prior to the effective date of the action (if more than 24 hours notice is given).
- A statement that nonreceipt of response, or a response that does not affect the proposed action, will result in the action taking place on the effective date stated.
- A statement that if a timely response results in a decision not to proceed, the action will not be taken or it will be reversed, whichever is applicable.
- An explanation of the employee's right to file a grievance, including how and where to file, and the time limits for filing. If the employee is a member of a bargaining unit subject to a negotiated grievance procedure, the employee follows that procedure.
- The name, location, and phone number of the person in the HRO designated to provide assistance to the employee.

8.2.5.3. Give the original copy of the Notice of Termination to the employee, make a note of the termination on the employee's AF Form 971, file a copy of the memorandum with the AF Form 971, and give a copy of the memorandum to the HRO for filing in the employee's OPF. The supervisor prepares AF Form 2548, and forwards it to the HRO. The HRO prepares and issues an AF Form 2545.

8.2.6. **Suspension.** A suspension is an action that involuntarily places a regular employee in a nonpay, nonduty status. It is a significant disciplinary action that is ordinarily the final step in the disciplinary process before removal action is taken, and is accompanied by a warning to the employee that further misconduct could result in removal. Express periods of suspension in calendar days. Follow the procedures prescribed in paragraph 8.3 to suspend an employee. Do not use suspensions to discipline a flexible employee.

8.2.7. **Removal.** A removal is an involuntary separation of a regular employee from AF NAF employment. It is the most severe form of disciplinary action. Normally, removal for misconduct is preceded by a progression of disciplinary measures unless the misconduct is so serious

or the violation of rules and regulations so flagrant that removal for a first or second offense is warranted. Follow the procedures prescribed in paragraph 8.3 to remove an employee. Do not use removals to discipline flexible employees.

8.2.8. **Demotion (Reduction in Grade or Pay Band).** A demotion is a reduction in a regular employee's grade or pay band. It is imposed as a disciplinary action resulting from an employee's misconduct. Follow the procedures prescribed in paragraph 8.3 to demote an employee. Do not use demotions to discipline flexible employees.

8.3. Disciplinary Action Procedures for Suspensions, Removals, and Demotions. If a supervisor proposes to either suspend, remove, or demote a regular employee, he or she adheres to the following procedures (i.e., he or she presents the employee with a Notice of Proposed Action, gives the employee an opportunity to respond to the proposal, and then presents the employee with a Notice of Decision).

8.3.1. **Notice of Proposed Action.** The purpose of this notice is to give the employee notice of the charges on which the proposed action is based, a brief explanation of the evidence supporting the charges, and an opportunity to present reasons why the proposed action should not be taken. The supervisor prepares and signs the Notice of Proposed Action. Supervisors are encouraged to enlist the assistance of the HRO in the preparation of the Notice Memorandum. The Notice of Proposed Action is clearly identified with the subject: "Notice of Proposed (Suspension/Removal/Demotion)," is reviewed by the HRO, and should be reviewed by the base legal office before issuing to the employee. It includes the following:

- A statement, "The purpose of this memorandum is to notify you that I propose (to suspend you from duty, without pay, for a period of _____ calendar days) (to remove you from NAF employment) (to demote you from _____ to _____)."
- The specific reason for the proposed action, including a specific statement of the date, time, and place of the alleged misconduct.
- A statement of the employee's right to review the material relied on to support the proposed action.
- A statement that the action taken, if any, will be made effective not earlier than 15 days from the date the employee receives the proposed notice.
- A statement that the employee has a right to respond to the Notice of Proposed Action, in writing, and to submit with his or her response any supporting statements or documents.
- The name and location of the person designated to receive the written response. The designated person must be an individual who has the authority to either make or recommend a final decision.
- A statement that any response to the proposed notice must be received by the designated official not later than 4 calendar days after the employee's receipt of the notice.
- A statement that the action is proposed but not yet finally decided, that the employee's response made to the designated official will be considered, and that, regardless of whether or not management receives an employee's response, a final written decision will be issued.
- The name, location, and phone number of the person in the HRO designated to provide assistance to the employee.
- The employee's duty status during the notice period. In most circumstances, the employee is in normal duty status during the notice period. (See paragraph 8.3.3.3 for exceptions.)

8.3.2. **Notice of Decision.** A written notice of decision is issued to the employee regardless of whether or not management receives an employee's response to the notice of proposed action, or even if a decision is made to cancel the proposed action or take a lesser action than originally proposed. The supervisor prepares and signs the Notice of Decision. Supervisors are encouraged to enlist the assistance of the HRO in the preparation of the Notice of Decision. The memorandum is hand-delivered or otherwise provided to the employee on or before the date the action is to be effective, or a diligent effort to make delivery is made and documented. The Notice of Decision is clearly identified with the subject: "Notice of Decision", and is reviewed by the HRO and the base legal office before issuing to the employee. It includes the following:

- A statement of the decision in specific terms; for example, "I have decided to (remove you) (suspend you for _____ calendar days) (demote you from _____ to _____)." The Notice of Decision can impose a lesser penalty than what was originally proposed however, it cannot impose a greater penalty than that which was originally proposed.
- The specific reason for the decision. The only reason cited as a basis for the decision is the reason that was cited in the Notice of Proposed Action. The Notice of Decision may not introduce any new charge that was not included in the proposal.
- The effective date of the action. For a suspension, include the first and last day of the suspension and the date and time the employee is to return to duty.
- A statement that a copy of the memorandum is placed in the employee's OPF and remains there for a period of 2 years if the Notice of Decision imposes a suspension or reprimand.

- Advice on loss of benefits (insurance, retirement, annual or sick leave, etc.), if applicable.
- An explanation of the employee's right to file an appeal (for removals and demotions) or a grievance (for all other actions), including how and where to file, and the time limits for filing.

  If the employee is a member of a bargaining unit subject to a negotiated grievance procedure, the employee follows that procedure.
- The name, location, and phone number of the person in the HRO designated to provide assistance to the employee.

8.3.3. **Advance Notice Period.**

8.3.3.1**.** For an oral admonishment or reprimand, there is no minimum notice period.

8.3.3.2**.** For a suspension, demotion, or removal, the minimum notice period is 15 calendar days. That is, the action may not take effect earlier than 15 days following the date the employee receives the Notice of Proposed Action.

8.3.3.3**.** A reduction of the 15-day notice period, to an advance notice as little as 24 hours, is authorized if retention of the employee during the notice period will:

Result in damage to or loss of property or funds.

Be detrimental to the interests of the government.

Impose an undue risk to the safety or welfare of the employee, other employees, or the general public.

8.3.3.3.1. A reduction may also be made if there is reasonable cause to believe the employee has committed a crime for which a prison sentence may be imposed.

8.3.4. **Documentation.** The HRO maintains the material used to support the action, the Notice of Proposed Action, the Notice of Decision, and the employee's response, if any, in a case file apart from the employee's OPF. Subject to the provisions of the Privacy Act, the case file is made available for review upon request only by the employee and their representative, or by those whose official duties require access.

8.3.4.1. If the Notice of Decision imposes a lesser penalty than was in the Notice of Proposed Action, and if that penalty is:

8.3.4.1.1. An oral admonishment, the supervisor gives the original copy of the Notice of Decision to the employee and makes a note of the admonishment, in pencil, on the employee's AF Form 971. A copy of the Notice of Decision is not filed with the employee's AF Form 971, nor is it filed in the employee's OPF. The note on the employee's AF Form 971 is deleted 2 years after the date of the memorandum.

8.3.4.1.2. A reprimand, the supervisor gives the original copy of the Notice of Decision to the employee; makes a note of the reprimand, in pencil, on the employee's AF Form 971; files a copy of the memorandum with the employee's AF Form 971; and gives a copy of the memorandum to the HRO for filing in the employee's OPF. The note on the AF Form 971 is deleted, and the copies of the memorandums destroyed 2 years after the date of the memorandum.

8.3.4.2. If the decision is a suspension, the supervisor gives the original copy of the Notice of Decision to the employee; makes a note of the suspension, in pencil, on the employee's AF Form 971; files a copy of the memorandum with the employee's AF Form 971; and gives a copy of the memorandum to the HRO for filing in the employee's OPF. This note is deleted, and the copies of the memorandums destroyed 2 years after the date the suspension ends. The supervisor records on the employee's time and attendance card the date and hour the suspension begins and the date and hour it ends.

8.3.4.3. If the decision is a removal or demotion, the supervisor gives the original copy of the Notice of Decision to the employee; makes a note of the removal or demotion on the employee's AF Form 971; files a copy of the memorandum with the AF Form 971; and gives a copy of the memorandum to the HRO for filing in the employee's OPF. The supervisor prepares AF Form 2548 documenting the action, and forwards it to the HRO for processing. The HRO prepares and issues an AF Form 2545.

Chapter 9

APPEALS AND GRIEVANCES

9.1. General Information on Appeals and Grievances.

9.1.1. Employees dissatisfied with matters relating to conditions of employment are entitled to express that dissatisfaction by filing an appeal or grievance. The prompt and objective review of employee appeals and grievances is essential to a productive and mutually beneficial employee-management relationship.

9.1.2. Filing an appeal or grievance does not reflect unfavorably upon either the employee's standing in the organization or the employee's loyalty or value to the organization. An employee is free to use these procedures without fear of penalty or reprisal. No supervisor or other person acting in an official capacity for the AF may take, or threaten to take, any act of reprisal against an employee because that employee has exercised or expressed an intention to exercise any right under these procedures.

9.2. Publicity. At least once a year, the HRO will:

- Bring the appeal and grievance procedures to the attention of employees.

- Notify employees where the appeal and grievance procedures are available for review.

9.3. Related Directives.
9.3.1. **EEO.** AFI 36-205 governs all matters that relate to equal opportunity in employment, development, advancement, and treatment of employees. AFI 36-1201 provides policies and procedures pertaining to investigation and settlement of complaints of discrimination.
9.3.2. **FLSA Violations.** Supervisors ensure that employees alleging FLSA violations are made aware of their right to file complaints directly with the OPM.

9.4. Definitions.
9.4.1. Appeal means a written request by an employee to contest a removal for cause, demotion for cause, BBA, or a demotion based on position classification. It is also used by a veteran who believes he or she was denied reemployment by the same Services squadron at the time of his or her return from active military service.
9.4.2. Day means calendar day.
9.4.3. Grievance, except as provided in paragraph 9.6, means a request by an employee, or a group of employees acting collectively, for personal relief in a matter of concern or dissatisfaction relating to the employment of the employee(s) that is subject to the control of AF management.
9.4.4. Personal relief means a specific remedy directly benefiting the employee and may not include a request for disciplinary or other action affecting another employee.

9.5. Matters Covered by These Procedures.
9.5.1. Except as provided in paragraph 9.6, the grievance procedure in this chapter is used to review a grievance as defined in paragraph 9.4.3.
9.5.2. An employee may appeal a BBA, as defined in paragraph 9.4.1, or a demotion based on position classification, as defined in paragraph 17.14, but only to the extent that the appeal alleges a failure by management to follow regulations or procedures which govern these actions. Management decisions which form the basis for BBAs - e.g., decisions regarding budget, workload, organization, or mission - are not appealable.

9.6. Matters Excluded from Coverage by the Grievance Procedure. The grievance procedures do not apply to:
9.6.1. Any matter that is subject to final administrative review or decision outside the AF or for which other authorized complaint or appeal systems are prescribed.
9.6.2. The content of published AF publications applicable to NAF employees. However, the application or impact of such AF publications on the employee may be grievable if not otherwise excluded by this paragraph.
9.6.3. Any allegation of discrimination on the basis of race, color, religion, sex, national origin, age, or handicap subject to final administrative review by the Equal Employment Opportunity Commission (EEOC) under law or regulations of the EEOC. Such matters are referred to the chief EEO counselor.
9.6.4. A Notice of Proposed Action.
9.6.5. Separation during an employee's probationary period.
9.6.6. Nonselection for appointment, or promotion or relating to reassignment to a position at the same or higher rate of pay.
9.6.7. Termination of a temporary promotion or limited term appointment.
9.6.8. Any matter relating to management's decision to:

- Grant or refuse to grant a performance award, an honorary award, or any other discretionary award.
- Adopt or refuse to adopt a suggestion.
- Increase or refuse to increase an employee's basic rate of pay.

9.6.9. Any matter covered by a negotiated grievance procedure.
9.6.10. Any matter relating to an action or decision taken under the provisions of AFI 31-501.
9.6.11. Any matter relating to the basis for a management decision that creates the need for a BBA. Refer to paragraph 9.5.2.
9.6.12. Any issue previously decided as a result of a prior grievance, appeal, or any other formal complaint system.
9.6.13. Any matter relating to wage or salary rates or schedules.

9.7. Allegations of Discrimination. If an employee alleges discrimination based upon race, color, religion, sex, national origin, age, or handicap in connection with an appeal or grievance, the official then considering the appeal or grievance terminates the proceedings, refers the allegation of discrimination to the chief EEO Counselor, and notifies the employee of the referral in writing.

9.8. Representation.
9.8.1. An employee may be accompanied, represented, and advised by a representative of the employee's choice at any stage of the procedure. The employee designates the representative in writing. A written designation is changed only by the employee's written notification to the official then considering the appeal or grievance.
9.8.2. An employee may present an appeal or grievance without representation. However, if a bargaining unit employee chooses self-representation, the labor organization still retains the right to attend meetings and hearings convened to process the appeal or grievance.
9.8.3. A member of the HRO staff may not serve as a representative.

9.8.4. In the US, a judge advocate may not represent an employee. Overseas, a judge advocate may serve as a representative, but only if he or she is personally requested by an employee, and his or her supervisor determines that he or she is reasonably available.

9.8.5. The Services commander or director may disallow the employee's choice of representative if:

- Activities of the individual as representative would cause a conflict of interest or position.
- Release of an employee from his or her official position to serve as representative would give rise to unreasonable costs to the government.
- Priority work assignments of the individual preclude his or her release to serve as representative.

9.8.6. The employee bears all costs of representation.

9.9 Official Time.

9.9.1. An employee is entitled to a reasonable amount of official time, if the employee requests time and is otherwise in a duty status, to prepare and present an appeal or grievance under the procedures prescribed by this chapter. What is reasonable depends on the facts and circumstances of each case.

9.9.2. If the employee's representative is an AF employee in a duty status, the representative is also entitled, upon request, to a reasonable amount of official time to assist or act for the employee in the preparation and presentation of an appeal or grievance.

9.9.3. An employee serving as a union representative at a hearing or other formal discussion related to the appeal or grievance is normally entitled to official time. However, if the employee's representative is a bargaining unit member on official time, the union representative is charged with annual leave or LWOP.

9.9.4. Employees and their representatives make advance arrangements with their supervisors for the use of official time. If there is a disagreement, the supervisor refers the matter to the HRO for resolution.

9.10. **Cancellation of an Appeal or Grievance:**

9.10.1. An appeal or grievance is cancelled by the official then considering it:

- Upon receipt of the employee's written request to cancel.
- Upon notification that the requested relief has been granted to the extent authorized, whether or not the employee requests cancellation.
- If the employee, or the employee's representative, does not furnish required information to proceed with the advancement of the case after having been warned, in writing, of the possibility of cancellation.
- Upon the death of the employee, or upon the employee's separation from AF employment for reasons not connected with the appeal or grievance, provided there is no question of pay involved or other personal relief that could be granted to the employee.
- Upon notification that the same matter or a directly related matter has been accepted for adjudication by some other agency or under some other complaint system authorized to review it.

9.10.2. The official cancelling the appeal or grievance notifies the employee promptly, in writing, of the cancellation and the reasons for it.

9.11. Remedial Action.

9.11.1. An employee is made whole when an appeal or grievance is resolved in favor of an employee. The employee is entitled to restoration to duty and to all pay and benefits he or she would have received had the action not taken place.

9.11.2. An employee who successfully appeals a BBA is also entitled to a make whole remedy. However, if it is clear that the same action would have been taken against the employee even if the regulatory or procedural error had not been made, then there is no "make whole" entitlement.

9.11.3. Special provisions for restoration of pay and benefits are in paragraph 17.13.15.

9.12. Appeal or Grievance File.

9.12.1. The HRO establishes a file containing all documents pertinent to the case when an appeal or grievance is accepted under these procedures. That file, as augmented during the processing of the appeal or grievance, becomes the official record of the appeal or grievance.

9.12.2. The party initiating correspondence relating to the case is responsible for providing copies to the other party and to the HRO for the official file.

9.12.3. The file contains original documents whenever possible. It must not contain documents not available to the employee and his or her representative.

9.13. Appeal Procedures. If the incident giving rise to the appeal is for one of the reasons described in paragraph 9.4.1, the appeal is processed in accordance with the procedures prescribed by this paragraph. All appeal decision memorandums are reviewed by the HRO before issuing to the employee.

9.13.1. Step 1:

9.13.1.1. The employee delivers or mails the appeal to the HRO not later than 7 days after the effective date of the action giving rise to the appeal. If the appeal is mailed, it is postmarked not later than 7 days after the effective date of the action.

9.13.1.2. The appeal is in writing, signed by the employee, and dated. It includes:

- The employee's name, grade, organization, duty phone, home address, and home phone.

- The name, organization, duty phone, home address, and home phone of the employee's representative, if any.
- A clear indication that the memorandum is a Step 1 appeal.
- A statement of the specific action giving rise to the appeal (i.e., BBA, removal, demotion, denial of reemployment by a veteran), including the date on which the action was effective.
- A statement of the employee's reasons for believing that the action is improper. If the action giving rise to the appeal is a BBA or demotion based on position classification, this statement must specifically state the manner in which the action violated regulations or procedures governing the action.
- A statement describing the specific personal relief sought by the employee, i.e., what does the employee want management to do?

9.13.1.3. The HRO reviews the appeal to determine whether it (1) arises from a matter within the scope of the appeal procedure, (2) is timely, and (3) includes the information required by paragraph 9.13.1.2. Not later than 7 days after receipt of the Step 1 appeal, the HRO does one of the following:

- Notifies the employee, in writing, that the appeal is rejected and the reason for the rejection ifif the appeal is not within the scope of the appeal procedure or is not timely.
- Returns the appeal and notifies the employee, in writing, of the reason for the rejection if the appeal does not include the required information. The HRO instructs the employee to correct the deficiency and resubmit it within 7 days, otherwise the appeal is rejected.
- Forwards it to the Services Squadron commander or director for action.

9.13.1.4. The commander or director discusses the appeal with the employee and his or her representative. He or she may also consult with whomever he or she believes has information relevant to the appeal. He or she consults with the HRO before issuing a decision. Not later than 7 days after receipt of the Step 1 appeal, the commander or director renders, in writing, a Step 1 decision which includes the following:

- A summary of the issues.
- A statement informing the employee of whether the remedy requested in the Step 1 appeal is granted.
- A statement informing the employee that if he or she is not satisfied with the Step 1 decision, he or she may file a Step 2 appeal not later than 7 days after receipt of the Step 1 decision.

9.13.2. Step 2:

9.13.2.1. If the employee wants the matter considered further, he or she delivers or mails the appeal to the HRO not later than 7 days after receipt of the Step 1 decision. If the appeal is mailed, it is postmarked not later than 7 days after the date of the Step 1 decision.

9.13.2.2. The appeal is in writing, signed by the employee, and dated. It includes:

- A clear indication that the memorandum is a Step 2 appeal.
- A summary of the employee's reason(s) for believing that the Step 1 decision is in error.
- A statement describing the specific personal relief sought by the employee, i.e., what does the employee want management to do?

9.13.2.3. The HRO reviews the appeal to determine whether it (1) is timely and (2) includes the information required by paragraph 9.13.2.2. Not later than 7 days after receipt of the Step 2 appeal, the HRO complies with paragraph 9.13.1.3, if applicable, and forwards it to the installation commander for action.

9.13.2.4. The commander may delegate the authority to render Step 2 decisions no lower than the support group commander. The commander either (1) renders a decision on the basis of the existing appeal record or (2) appoints an impartial third party to investigate the appeal. He or she may also consult with whomever he or she believes has information relevant to the appeal. He or she consults with the HRO before issuing a decision.

9.13.2.4.1. If the commander opts to render a decision on the basis of the existing appeal record, the decision is issued no later than 14 days after his or her receipt of the Step 2 appeal. The decision includes the information required by paragraph 9.13.2.4.5.

9.13.2.4.2. If the commander opts to appoint an investigator, the investigator completes his or her investigation and submits a report of that investigation not later than 14 days following his or her appointment. The report includes seven sections, entitled (1) Authority, (2) Matters Investigated, (3) Facts, (4) Discussion, (5) Conclusions, (6) Recommendations (but only if requested by the commander), and (7) Index and Exhibits. See AFI 91-202, *The Inspector General Complaint Program*, for guidance regarding the content of each of these sections.

9.13.2.4.3. No later than 7 days after receipt of the investigator's report, the commander renders, in writing, a Step 2 decision which includes the following:

- A summary of the issues.
- A statement informing the employee of whether the remedy requested in the Step 2 appeal is granted.
- If the employee is a regular employee, a statement informing him or her that if he or she is not satisfied with the Step 2 decision, he or she may file a Step 3 appeal not later than 7 days after receipt of the Step 2 decision. (Flexible employees are not entitled to take the appeal to Step 3.)

9.13.3. Step 3:

9.13.3.1. If the employee is a regular employee and wants the matter considered further, he or she delivers or mails the appeal to the HRO not later than 7 days after receipt of the Step 2 decision. If the appeal is mailed, it is postmarked not later than 7 days after the date of the Step 2 decision.

9.13.3.2. The appeal is in writing, signed by the employee, and dated. It includes:

- A statement or clear indication that the letter is a Step 3 appeal.
- A summary of the employee's reasons for believing that the Step 2 decision is in error.
- A statement describing the specific personal relief sought by the employee, i.e., what does the employee want management to do?
- A copy of the Step 1 appeal, the Step 1 decision, the Step 2 appeal, and the Step 2 decision.

9.13.3.3. The HRO reviews the appeal to determine whether it (1) is timely and (2) includes the information required by paragraph 9.13.3.2. Not later than 7 days after receipt of the Step 3 appeal, the HRO complies with paragraph 9.13.1.3, if applicable, and forwards the entire appeal record to the MAJCOM/SV for action.

9.13.3.4. Not later than 14 days after receipt of the Step 3 appeal and the appeal record, the director renders, in writing, a Step 3 decision on the basis of the existing appeal record. If the director believes that the record is deficient to the extent that he or she is unable to render an informed decision, he or she sends the appeal back to the installation commander with a request to gather specific additional facts. The director sends the Step 3 decision directly to the employee. He or she also sends a copy of the decision and the appeal record to the HRO. The Step 3 decision includes the following:

- A summary of the issues.
- A statement informing the employee of whether the remedy requested in the Step 3 appeal is granted.
- A statement informing the employee that the Step 3 decision represents the final decision with respect to the employee's appeal.

9.14. Grievance Procedures. If the incident giving rise to the grievance is other than those for which the appeal procedures apply, and is otherwise not excluded by the provisions of paragraph 9.6, the grievance is processed according to the procedures in this paragraph. All grievance decision memorandums are reviewed by the HRO before issuing to the employee.

9.14.1. Step 1:

9.14.1.1. The employee presents the grievance to the HRO not later than 7 days after either (a) the date of the action or incident upon which the grievance is based or (b) the date the employee knew or should have known of such action or incident, whichever is later.

9.14.1.2. The grievance is in writing, signed by the employee, and dated. It includes:

- The employee's name, grade, organization, duty phone, home address, and home phone.
- The name, organization, duty phone, home address, and home phone of the employee's representative, if any.
- A clear indication that the memorandum is a Step 1 grievance.
- A statement of the specific action or incident giving rise to the grievance, including the date on which the incident occurred or action took effect, and the date on which the employee became aware of such action or incident.
- A statement of the employee's reason for believing that the action or incident is improper.
- A brief explanation of any attempt by the employee to resolve the grievance informally.
- A statement of the specific personal relief sought by the employee, i.e., what does the employee want management to do?

9.14.1.3. The HRO reviews the grievance to determine whether it (1) arises from a matter within the scope of the grievance procedure, (2) is timely, and (3) includes the information required by paragraph 9.14.1.2. Not later than 4 days after receipt of the grievance, the HRO does one of the following:

- Notifies the employee, in writing, that the grievance is rejected, and the reason for the rejection if the grievance is not within the scope of the grievance procedure or is not timely.
- Returns the grievance and notifies the employee, in writing, of the reason for the rejection if the grievance does not include the required information. The HRO instructs the employee to correct the deficiency and resubmit it within 4 days, otherwise the grievance is rejected.
- Forwards it to the supervisor for action.

9.14.1.4. The supervisor discusses the grievance with the employee and his or her representative. He or she should also consult with his or her immediate supervisor, and may conduct whatever investigation is necessary to gather information relevant to the grievance. He or she consults with the HRO before issuing a decision. Not later than 7 days after receipt of the Step 1 grievance, the supervisor renders, in writing, a Step 1 decision which includes the following:

- A summary of the issues.
- A statement informing the employee of whether the remedy requested in the Step 1 grievance is granted.
- A statement informing the employee that if he or she is not satisfied with the Step 1 decision, he or she may submit a Step 2 grievance to the Services squadron commander or director not

later than 7 days after receipt of the Step 1 decision.

9.14.2. Step 2:

9.14.2.1. If the employee wants the matter considered further, he or she delivers or mails the grievance to the HRO not later than 7 days after receipt of the Step 1 decision. If the grievance is mailed, it is postmarked not later than 7 days after the date of the Step 1 decision.

9.14.2.2. The grievance is in writing, signed by the employee, and dated. It includes:

- A clear indication that the letter is a Step 2 grievance.
- A summary of the employee's reasons for believing that the Step 1 decision is in error.
- A statement describing the specific personal relief sought by the employee, i.e., what does the employee want management to do?
- A copy of the Step 1 grievance and the Step 1 decision.

9.14.2.3. The HRO reviews the grievance to determine whether it (1) is timely and (2) includes the information required by paragraph 9.14.2.2. Not later than 7 days after receipt of the Step 2 grievance, the HRO complies with paragraph 9.14.1.3 and forwards it to the Services Squadron commander or director for action.

9.14.2.4. Upon receipt of the Step 2 grievance, the commander or director discusses the grievance with the employee and his or her representative. The commander or director should also consult with the employee's supervisor, may conduct whatever investigation is necessary to gather information relevant to the grievance, and consults with the HRO before issuing a decision. Not later than 7 days after receipt of the Step 2 grievance, the commander or director renders, in writing, a Step 2 decision which includes the following:

- A summary of the issues.
- A statement informing the employee of whether the remedy requested in the Step 2 grievance is granted.
- A statement informing the employee that if he or she is not satisfied with the Step 2 decision, he or she may submit a Step 3 grievance to the installation commander not later than 7 days after receipt of the Step 2 decision.

9.14.3. Step 3:

9.14.3.1. If the employee wants the matter considered further, he or she delivers or mails the grievance to the HRO not later than 7 days after receipt of the Step 2 decision. If the grievance is mailed, it is postmarked not later than 7 days after the date of the Step 2 decision.

9.14.3.2. The grievance is in writing, signed by the employee, and dated. It includes:

- A statement or clear indication that the letter is a Step 3 grievance.
- A summary of the employee's reasons for believing that the Step 2 decision is in error.
- A statement describing the specific personal relief sought by the employee, i.e., what does the employee want management to do?
- A copy of the Step 1 grievance, the Step 1 decision, the Step 2 grievance, and the Step 2 decision.

9.14.3.3. The HRO reviews the grievance to determine whether it (1) is timely and (2) includes the information required by paragraph 9.14.3.2. Not later than 7 days after receipt of the Step 3 grievance the HRO complies with paragraph 9.14.1.3 and forwards it and the entire grievance record to the installation commander for action.

9.14.3.4. The commander may delegate the authority to render Step 3 decisions no lower than the support group commander. The commander either (1) renders a decision on the basis of the existing grievance record or (2) appoints an impartial third party to investigate the grievance. He or she may also consult with whomever he or she believes has information relevant to the grievance, and consults with the HRO before issuing a decision.

9.14.3.4.1. If the commander opts to render a decision on the basis of the existing grievance record, the decision is issued no later than 14 days after his or her receipt of the Step 3 grievance. The decision includes the information required by paragraph 9.14.3.4.3.

9.14.3.4.2. If the commander opts to appoint an investigator, the investigator completes his or her investigation and submits a report of that investigation not later than 14 days following his or her appointment. The report includes seven sections, entitled (1) Authority, (2) Matters Investigated, (3) Facts, (4) Discussion, (5) Conclusions, (6) Recommendations (but only if requested by the commander), and (7) Index and Exhibits. Refer to AFI 91-202 for guidance regarding the content of each of these sections.

9.14.3.4.3. No later than 7 days after receipt of the investigator's report, the commander renders, in writing, a Step 3 decision which includes the following:

- A summary of the issues.
- A statement informing the employee of whether the remedy requested in the Step 3 grievance is granted.
- A statement informing the employee that the Step 3 decision represents the final decision with respect to the employee's grievance.

9.14.3.4.6. The commander sends the Step 3 decision directly to the employee. He or she also sends a copy of the decision and the entire grievance record to the HRO.

Chapter 10

EMPLOYEE MANAGEMENT RELATIONS

10.1. Employee Conduct. Employees must display the highest standards of personal conduct and integrity. DoDD 5500.7, *Joint Ethics Regulation* is the governing directive. Supervisors ensure employees are briefed on the requirements of standards of conduct at the time of appointment and at least once a year after that. A person is neither employed nor continued in employment who:

- Advocates the violent overthrow of the US Government.
- Is a member of an organization that advocates the violent overthrow of the US Government.
- Takes part in any strike against the US Government or one of its instrumentalities.

10.2. Work Performance. An employee:

- Is obligated to discharge assigned duties conscientiously and effectively and meet established performance requirements.
- Is present for duty unless he or she is authorized to be absent.
- Is obligated to follow regulations and comply in a timely manner with proper instructions or orders given by competent authority.
- Confers with line management (starting with the immediate supervisor) to discuss matters, get information, or solve problems related to the job.
- May confer with members of the HRO, social actions office, etc., for employment advice and assistance.

10.3. Employee Safety and Health. Employees comply with all safety and health directives and promptly report on-the-job accidents and injuries to their supervisor. The supervisor promptly reports all on-the-job injuries to the HRO and ground safety office. Medical, safety, NAFI, and HRO officials evaluate health and safety practices to correct any adverse trends.

10.4. Political Activities. Public Law 103-94, *The Federal Employees Political Activities Act of 1993,* governs the political activities of employees. The law generally permits employees to engage in a wide array of political activities, however, such activity is done on the employee's own time, and away from the worksite.

10.4.1. **Permissible Activities.** Under the law, employees generally may be candidates for public office in nonpartisan elections; register and vote as they choose; assist in voter registration drives; express opinions about candidates and issues; contribute money to political organizations; attend political fund raising functions; attend and be active at political rallies and meetings; join and be an active member of a political party or club; sign nominating petitions; campaign for or against referendum questions, constitutional amendments and municipal ordinances; campaign for or against candidates in partisan elections; distribute campaign literature in partisan elections and hold office in political clubs or parties.

10.4.2. **Impermissible Activities.** Under the law, employees generally may not use their official authority or influence to interfere with an election; collect political contributions unless both the donor and solicitor are members of the same federal labor organization or employee organization and the one solicited is not a subordinate employee; knowingly solicit or discourage the political activity of any person who has business before the agency; engage in political activity while on duty, in any government office, while wearing an official uniform or while using a government vehicle; solicit political contributions from the general public; be candidates for public office in partisan elections.

10.5. Entitlement to Government Quarters and Facilities on AF Installations. In isolated situations or areas where the only suitable quarters and facilities available are on the installation, the commander may authorize their use by key personnel if he or she decides that the mission will be better accomplished. If NAF employees live on the installation, they are given the privilege of using those facilities available to AF APF employees. As DoD civilian employees, NAF employees are authorized to use Services facilities, according to AFI 34-101. While traveling on official business, a NAF employee is authorized to occupy government quarters on a temporary basis and is authorized limited base exchange, motion picture service, and emergency medical facility privileges.

10.6. Death of a NAF Employee.

10.6.1. The installation commander is responsible for the official notification of the next of kin of an AF civilian employee assigned to that installation when the employee dies while on the job or while traveling on official business. This responsibility is carried out with the cooperation of the HRO, the employee's supervisor, and other commanders. Prompt notification is essential so that the family will not learn about the loss from outside sources. When possible, notification is made by a representative of the AF in person, especially when the

death occurs overseas under hostile circumstances. At the request of the commander, the HRO and the supervisor assist in making the personal notification.

10.6.2. **Responsibilities.**

10.6.2.1. **Supervisor.** The immediate (or next immediately available higher level) supervisor:

- Notifies the servicing HRO and the organization commander of the employee's death.
- Furnishes to the HRO the name, relationship, address, and telephone number of the emergency addressee designated on the AF Form 971.
- Prepares AF Form 2548 and handcarries to the HRO.
- Sends (or if possible, handcarries) the final time and attendance report to the payroll office as soon as possible on the first workday after the employee's death.
- Secures the employee's personal property for later disposition.
- Arranges for turn-in of government property charged to the employee.
- Prepares workers' compensation forms if the employee's death resulted from a work-related injury or illness, and forwards to the HRO.
- Notifies the president or secretary of the appropriate union so that, if the deceased was a member,the union may take the proper action to obtain any insurance or other benefits to which the survivors are entitled.

10.6.2.2. **HRO.** When the employee dies as a result of a work-related injury or illness, the HRO notifies the local safety office, and HQ AFSVA/SVXBW, either by telephone or message describing the details surrounding the death, and processes workers' compensation forms.

10.6.3. **Public Announcement of Death.** The HRO notifies the local public information officer of the death, and if requested, provides biographical information from the personnel folder for use in making a public announcement. Public announcement is not made before the next of kin has been told of the death. In an overseas area, the HRO also notifies the American Embassy in the host nation.

10.6.4. **Memorandums of Condolence.** The Services commander or director sends an official memorandum of condolence to the next of kin within a week after the death occurs. This memorandum need not be sent if the commander or director conveys condolences in person.

10.6.5. **Assistance to the Next of Kin.** The HRO advises the next of kin, or other beneficiaries, about any benefits they are entitled to from the decedent's employment, and assists them in making the necessary claims. At the earliest appropriate date after the death occurs, the HRO:

- Contacts or writes the next of kin, offering assistance.
- Counsels the survivors on their entitlements, including any unpaid compensation; benefits under the NAF Retirement Plan, NAF Group Life Insurance Plan, and health benefits coverage; and, if death resulted from a work-related injury or illness, on possible benefits from the NAF Workers' Compensation Program.
- Gives survivors the proper claim forms and assists in completing and processing their claims expeditiously.
- Notifies survivors as soon as possible that they may need as many as six certified copies of the public record of death.
- Advises survivors to investigate any possible benefits due them under the Social Security Program, Veteran's Administration, federal credit union, or membership in an employee union (or social or religious organization).

10.6.6. **Preparing and Transporting Remains.** When an employee dies while traveling on official government business away from the official duty station or while permanently serving outside the 50 States and the District of Columbia, the remains are prepared and transported according to AFI 34-501, *Mortuary Affairs Programs*, and the Joint Travel Regulation (JTR), Volume 2, 1 May 94.

10.6.7. **Travel and Transportation of Family Members and Personal Property.** When an employee stationed outside the continental US (CONUS) dies, travel and transportation of family members, household goods, and personal effects is provided as specified in the JTR, Volume 2. Appropriate travel orders are required before such travel and transportation are provided.

10.7. EEO.

10.7.1. AFI 36-205 governs all matters that relate to equal opportunity in employment, development, advancement, and treatment of employees.

10.7.2. AFI 36-1201 provides policies and procedures pertaining to investigation and settlement of complaints of discrimination.

10.8. FLSA Violations. An employee who believes that the FLSA was violated may file a complaint. Attachment 17 contains detailed complaint procedures. Employees with complaints should make every effort to resolve complaints through supervisory channels before filing an FLSA complaint.

10.9. Personnel Actions Based on Medical Qualifications.

10.9.1. If an employee's conduct or performance is suspected to be adversely affected by the abuse of alcohol or drugs, the procedures contained in AFI 36-810, *Substance Abuse Prevention and Control Program*, are utilized. No personnel action is taken against an employee prior to completing the requirements of AFI 36-810.

10.9.2. Management is not precluded from advising an employee to seek medical attention or counseling. When an employee raises his or her health status as an issue, the employee bears the burden to demonstrate the nature and impact of the condition. If the employee fails to provide adequate evidence to conclude that a medical condition exists, the supervisor may proceed with the management decision or personnel action.

10.9.3. If an employee has a conduct or a performance problem, it is the employee's responsibility to raise a medical condition which may be connected with the misconduct or deficient performance. The employee is responsible for bringing the medical condition to the attention of management and providing supporting documentation. After review of the medical information supplied by the employee, the supervisor may order a medical examination, or at the supervisor's option, offer a medical examination.

10.9.3.1. When the employee is in a job that requires physical or medical standards, and the medical information provided by the employee indicates a question about the employee's ability to meet the job's physical or medical requirements, the supervisor may require the employee to report for a medical examination.

10.9.3.2. When the employee is not in a position that requires physical or medical standards, and the medical information provided by the employee provides no basis to act on the employee's request for consideration of a medical condition, the supervisor may offer a medical examination to verify current medical status.

10.9.3.3. When the supervisor requires or offers a medical examination, the employee is told in writing of the reasons for the requirement or offer, and the consequences of noncooperation.

10.9.4. Management is not obligated to determine if a medical condition is the cause of a conduct or performance deficiency before proposing an action. However, if the employee provides validated medical documentation which is accepted as the cause of the deficiency after receipt of a proposed action, management can, after considering the information:

10.9.4.1. Restructure the duties of the position to accommodate the employee's medical condition.

10.9.4.2. Reassign the employee to a position with duties the employee is medically qualified to perform.

10.9.4.3. Separate the employee under procedures described in Chapter 8. If the supervisor believes that there is a medical problem contributing to an employee's performance or conduct problem and the employee does not acknowledge it, provide medical documentation or refuses to take an ordered medical examination, the supervisor should proceed as if there were no suspected medical problems.

10.10. Related Directives.

10.10.1. **Substance Abuse.** AFI 36-810 explains how to identify and rehabilitate drug and alcohol abusers and establishes program responsibilities for AF managers.

10.10.2. **Discipline.** Chapter 8 of this manual prescribes the policies and procedures which are applicable in considering disciplinary action for violation of a requirement outlined in this manual.

10.10.3. **Appeals and Grievances.** Chapter 9 of this manual provides principles and instructions which apply in considering and resolving employee dissatisfactions presented in appeals and grievances.

Chapter 11

EMPLOYEE EDUCATION AND TRAINING

11.1. Education and Training and Career Development. The AF provides the needed education and training and career development of NAF employees to effectively perform their official duties. It also provides, when practical, career and executive development programs within NAFIs, to attract and retain a well-qualified work force.

11.1.1. **US AF Programs and Facilities.** AF programs and facilities are used to the maximum extent possible for training and developing NAF employees.

11.1.2. **Training Responsibilities.**

11.1.2.1. Commanders and all NAFI supervisors and managers carry out the guidance in this paragraph.

11.1.2.2. First-line supervisors are responsible for job induction and, with the help of the HRO, as required, they identify, document, and evaluate training; provide required OJT; inform employees of self-development opportunities, and encourage their participation in these activities.

11.1.2.3. The HRO conducts orientation interviews, and the NAF Personnel Management Course; identifies and schedules NAF supervisors for the NAF Personnel Management Course; coordinates all training over 80 hours; and otherwise helps first-line supervisors in fulfilling their training needs. The HRO coordinates with the civilian personnel flight training office all course completion information for APF employees who complete the NAF Personnel Management Course.

11.1.2.4. Employees should keep informed of changes that occur in their career fields, take part in self-development activities, keep their supervisor and the HRO informed of self-development accomplishments, and share newly acquired skills with their fellow employees.

11.2. Funding for Education and Training.
11.2.1. Each NAF Council and applicable commander approve the authorization to expend NAFs for tuition, per diem, and travel for the education and training of NAF personnel. Such proposed expenditures are included in NAF operating budgets. When travel funds are involved, expenses for the essential travel of NAF employees may be authorized not to exceed those amounts authorized in the JTR, Volume 2, for employees paid from APFs. Operational managers, with the help of the HRO approve self-study courses, employee orientation, and supervisory instruction in basic policies for administering NAF employees.
11.2.2. AFI 34-201, *Use of Nonappropriated Funds (NAFs)*, addresses the use of NAFs for education, training, per diem, and travel allowances for NAF employees.
11.2.3. Regular employees may be reimbursed for costs incurred for education courses at nongovernment facilities when funds are available. Reimbursement for nongovernment training is not authorized for the sole purpose of getting a degree, but rather for the purpose of developing those skills, abilities, and knowledge that best qualify the employee for the performance of official duties.

11.3. Scope and Definitions. Training for flexible employees (including off-duty military members) is limited to orientation sessions, job inductions, self-study courses, OJT, and skill-level training directed or conducted by HQ USAF, MAJCOM, or base (not to exceed 80 hours duration). Regular employees are also eligible for this training. Regular employees (other than ODM members) are eligible for the required training offered through off-base facilities, by AF, interagency, and nongovernment sources, if they meet established prerequisites and if funds have been approved.
11.3.1. Self-development is education, training, and other development activities that the employee participates in to be better qualified for work or a profession, and that contribute to general growth and enlightenment.
11.3.2. OJT is planned and designed by the supervisor to ensure that the employee is proficient in all elements of his or her present position, and the OJT contributes to the employee's development.
11.3.3. Training and career development, provided by NAFIs, supplement both self-development and OJT. They are provided through AF, other government, or nongovernment courses. When possible, training and career development are met through locally conducted programs. Off-base facilities are used only when they can be justified on the basis of economy, feasibility, and needs.
11.3.4. Off-the-job training activities include, but are not necessarily limited to:
11.3.4.1. **Employee Orientation.** Employee orientation is a planned and systematic program to familiarize new employees with the employing NAFI mission and organization, and with specific duties of their individual jobs. The orientation includes the orientation interview, conducted by the HRO during the inprocessing of a new employee; and job induction, conducted by the first-level supervisor within the employee's first week of assignment.
11.3.4.2. **NAF Personnel Management Course.** This course provides the necessary instruction in those basic aspects of supervising NAF employees under the AF NAF personnel system. It is recommended that any person who supervises a NAF employee attend this course. Supervisors of three or more NAF employees are required to attend the course, no later than 6 months after assignment. The course is conducted by the HRO and consists of the number of instruction hours needed to meet local management needs.

11.4. Training and Development Procedures. Supervisors determine, document, and report training and development needs. Each supervisor analyzes the skill and knowledge required for each job, and compares them with the capabilities of each person under his or her direct supervision. The supervisor discusses performance requirements with each employee to determine individual training needs.
11.4.1. When NAFs are used for tuition, travel, and per diem costs for training that will exceed 80 hours, the employee to receive the training must agree to continue in the service of the employing AF NAFI for a prescribed period of time or to reimburse the NAFI that funded the costs of the training. For this purpose, the HRO completes, and the employee signs, the AF Form 2547, NAF Service and Reimbursable Agreement. The original is filed in the employee's OPF and the duplicate is given to the employee. When an employee continues to receive a salary and full benefits during the training period, the employee must agree to continue in the service of an NAFI for a period four times the period of the training, up to a maximum of 24 months of obligated service
(refer to table 11.1). However, when the employee receives no salary or benefits during the training, but does receive payment of additional expenses (such as tuition, books, travel, per diem, etc.), the employee must agree to continue in the service of a NAFI for a period two times the period of the training, up to a maximum of 24 months of obligated service.
11.4.2. The period of obligated service begins the first workday after the education and training ends. Periods in a paid leave status; in a nonpay status, when the employee is receiving workers' compensation benefits; in a military leave status; and in a forced leave or furlough status count towards an employee's obligated service. The period of obligated service ends when the required number of hours of obligated service are worked or at the end of 24 calendar months, whichever is earlier.
11.4.3. The employee who fails to fulfill his or her obligated service commitment pays back the prorated

share to the NAFI that funds the costs of the training. The amount due is proportionate to the percentage that the remaining service obligation bears to the original total service obligation. Payback expenses include such items as travel, per diem, tuition, books, classroom and laboratory fees, and other fees. They do not include regular pay or benefits. When the employee does not make reimbursement for amounts due before separation, proper deductions are made from any pay or other financial entitlements due the employee.

11.5. AF Form 852. This form is a permanent record of training received (or equivalency credit granted), which is significant to the employee's future assignment. The HRO:

11.5.1. Completes AF Form 852 (unless a comparable training record has been issued by another government agency), in duplicate, within 30 days after the completion of the training or after the grant of an equivalency credit. When the equivalency credit is granted, the HRO records the basis for granting credit in the remarks section.

11.5.2. Sends one copy to the employee's supervisor, who posts the information to the employee's AF Form 971. The supervisor gives the AF Form 852 to the employee for his or her personal use.

11.5.3. Files one copy of AF Form 852 in the employee's OPF. Does not file in the OPF any AF Forms 852 or comparable records of training for short training periods that would not materially enhance the employee's qualification or have any bearing on employment elsewhere, such as training in correspondence practices, files maintenance and disposition, or orientation training.

Table 11.1 Service Obligation.

Length of Training	with additional expenses, salary, and benefits	with additional expenses only (no salary and benefits paid)
80 hours or less	no obligation	no obligation
more than 80 hours	Four times the total number of hours of training, not to exceed 4,160 hours (the hourly equivalent of 24 months) of obligated service.	Two times the total number of hours of training not to exceed 4,160 hours (the hourly equivalent of 24 months) of obligated service.

Chapter 12

LABOR MANAGEMENT RELATIONS

12.1. Labor Management Relations. AFI 36-701, *Labor-Management Relations*, implements and establishes policies, principles, and procedures that apply to labor-management relations for the NAF work force.

12.1.1. NAFI Managers:

12.1.1.1. Recognize that employees have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and that each employee is protected in the exercise of such right.

12.1.1.2. Are responsible for administering the negotiated agreement with the local labor organization. Administration of the agreement includes responding to union and employee concerns, complaints, and grievances. HROs provide guidance and advice concerning these issues.

12.1.2. Human Resources Offices:

12.1.2.1. Coordinate all grievances in the final step of the negotiated grievance procedures with the base Labor Relations Officer (LRO).

12.1.2.2. Inform employees and NAFI managers at least annually of their rights and obligations.

12.1.2.3. Maintain a constructive relationship with local union officials which fosters resolution of issues by means of collective bargaining.

12.1.2.4. Inform HQ AFSVA/SVL and HQ AFPOA/DPW through their MAJCOM of the content of all proposals dealing with pay and benefits presented by a union for negotiation.

12.1.2.5. Send HQ AFSVA/SVL and HQ AFPOA/DPW, through their major command:

- A copy of the unit certification, upon approval by the Federal Labor Relations Authority, in the case of a newly certified bargaining unit.
- Three copies of any new collective bargaining agreement and any supplement, immediately following signature by each party.
- A copy of the agreement approved by the MAJCOM.

12.1.3. Civilian Personnel Flights (CPF) through their

LROs assist the HRO with the processing of grievances of NAF employees under the negotiated grievance procedure when such grievances reach the final step prior to arbitration. CPFs also provide guidance and assistance on matters such as arbitrations, contract negotiations, and unfair labor practices.

12.1.4. MAJCOM/SVs and directors of Civilian Personnel approve or disapprove NAF negotiated agreements, supplements, or amendments, pursuant to 5 U.S.C. 7114(c).

Chapter 13

DOD EMPLOYEE BENEFIT PORTABILITY PROGRAM

13.1. Purpose. This chapter implements Public Law 101-508, *Portability of Benefits for Nonappropriated Fund Employees Act of 1990.*

13.2. Applicability. Because of the unique requirements of the DoD Employee Benefit Portability Program, this chapter is applicable to both NAF and APF civilian employees. It contains personnel requirements for both systems.

13.3. Coverage and Effective Date. The DoD Employee Benefit Portability Program applies to DoD civilian employees who move between NAF and APF employment systems within DoD without a break in service of more than three calendar days. The program applies regardless of whether the move is *involuntary* (employee is moved with position from one system to the other) or *voluntary* (employee initiates the move by applying for and receiving employment in the other system). However, many provisions are applied differently depending on whether the move is involuntary or voluntary. The program is effective retroactively to 1 Jan 87. DoD employees (individuals currently in an employee status) who have moved on or after that date will have their benefits adjusted as though the program were in existence on the date of their move. Employees who retire from one employment system to accept employment in the other system (voluntary or involuntary moves) will receive only service credit for RIF and annual leave accrual under the Portability Act.

13.4. Appointments.

13.4.1. **Involuntary Move**:

13.4.1.1. A NAF employee may be eligible for noncompetitive conversion to career or career-conditional employment if the employee was serving in a NAF position on the date that the position was brought into the competitive service and the Agency determines that this is a "continuing" position. Criteria in FPM Supplement 315, Subchapter 7-2, *Career and Career-Conditional Employment as modified by the OPM/DoD Delegation Agreement*, Section IIIc, 13 Jun 80, must be met.

13.4.1.2. An APF employee whose position is abolished and reestablished as a NAF position will be afforded the opportunity to convert with the position prior to implementing RIF rights according to the FPM. Employees who are converted to NAF status will be appointed noncompetitively.

13.4.2. **Voluntary Move.** Regardless of the direction of the move, the normal appointment procedures of the gaining employment system apply.

13.5. Pay Provisions for Moves from NAF to APF Positions.

13.5.1. General Applicability:

13.5.1.1**. Rate of Basic Pay.** The Portability Act amended 5 U.S.C., to include pay setting provisions of NAF employees moving to General Schedule (GS) positions. The pay provisions of FPM Supplement 532-1, *Pay Under Prevailing Rate Systems*, continue to apply to APF wage schedule positions. The paragraphs below describe how to set pay for employees, based upon the pay plan of the position the employee left and the pay plan of the position to which the employee moves.

13.5.1.2**. Grade and Pay Retention.** The Portability Act authorized grade and pay retention for all NAF employees who are involuntarily moved to an APF position. The application of grade and pay retention is described under paragraphs 13.5.2.1.2, 13.5.3.1.3, and 13.5.4.1.2.

13.5.2. **Setting Basic Pay Upon Movement from any NAF Position to a GS Position.**

13.5.2.1**. Involuntary Move**:

13.5.2.1.1. Pay will be set at a rate within the grade to which moved that is not less than the employee's rate of basic pay under the NAF system immediately prior to the move. In determining the last rate of basic pay, a saved pay rate to which the employee was entitled under the NAF system will apply, as well as pay received in a NAF special rate position. Additions to pay such as night shift, environmental differential, and other premium payments are excluded from consideration as basic pay. Basic pay may not be set above the maximum of the grade to which moved, except as provided in paragraph 13.5.2.1.2.

13.5.2.1.2. Grade and pay retention benefits apply where the involuntary move resulted in a reduction in grade or pay.

13.5.2.1.3**.** A reduction in grade occurs when the representative rate of the position to which the employee is converted is lower than the representative rate of the position from which the employee moved. For pay banded

employees, the employee's current existing rate of basic pay is the representative rate.

13.5.2.1.4. Prior to moving an employee from NAF Pay Band V to a GS position, the NAF activity determines if an adjustment in NAF pay is necessary. Adjustments in NAF pay are effected, where necessary, to ensure that the maximum rate of pay retained in the move will not exceed the rate of pay for a GS-15, Step 10 for the position and geographical area to which moved.

13.5.2.2. **Voluntary Move.** Basic pay may be set at either:

- The minimum rate of the grade of the position; or,
- At any step of that grade which does not exceed the employee's highest previous rate of NAF basic pay. Determination of highest previous rate is according to the FPM.

13.5.3. **Setting Basic Pay Upon Movement from an NA, NL, or NS NAF Crafts and Trades Position to an WG, WL, or WS APF Wage Schedule Position.**

13.5.3.1. **Involuntary Move**:

13.5.3.1.1. Basic pay may be set at either:

- The employee's existing scheduled rate of pay; or,
- At any rate which does not exceed his or her highest previous rate of pay. If the highest previous rate falls between two rates of the new grade, the higher rate may be paid. The highest previous rate of pay is computed according to FPM Supplement 532-1, S8-3e.

13.5.3.1.2. In either of the above, the employee's pay cannot be less than the minimum rate of the grade of the position.

13.5.3.1.3. Grade and pay retention benefits apply where the involuntary move resulted in a reduction in grade or pay. Grade and pay retention benefits will be administered according to FPM Supplement 532-1, Subchapter S9.

13.5.3.1.4. A reduction in grade occurs when the representative rate of the position to which the employee is converted is lower than the representative rate of the position from which the employee moved.

13.5.3.2. **Voluntary Move**. Basic pay may be set at either:

The minimum step rate of the grade of the position; or,

At any rate of the new grade which does not exceed the employee's highest previous rate of pay. If the highest previous rate falls between two rates of his or her grade, the higher rate may be paid. The highest previous rate of pay is computed according to FPM Supplement 532-1, S8-3e.

13.5.4. Setting Basic Pay Upon Movement From a Universal Annual (UA), Administrative Support (AS), Patron Service (PS), or Pay Band NAF Position to an APF Wage Schedule Position.

13.5.4.1. **Involuntary Move**:

13.5.4.1.1. Basic pay is set according to FPM Supplement 532-1, Subchapter S8 provisions for new appointments. Under these provisions, pay is set at the minimum rate of the grade of the position, except as provided by exceptions for recognition of special qualifications and hard-to-fill occupations.

13.5.4.1.2. Grade and pay retention benefits apply where the involuntary move resulted in a reduction in grade or pay. Grade and pay retention benefits are administered according to FPM Supplement 532-1, Subchapter S9.

13.5.4.1.3. A reduction in grade occurs when the representative rate of the position to which the employee is converted is lower than the representative rate of the position from which the employee moved. For pay banded employees, the employee's current existing rate of basic pay is the representative rate.

13.5.4.2. **Voluntary Move**. Basic pay is set according to FPM Supplement 532-1, Subchapter S8 provisions for new appointment. Under these provisions, pay is set at the minimum rate of the grade of the position, except as provided by exceptions for recognition of special qualifications and hard-to-fill occupations.

13.6. Pay Provisions for Moves from APF to NAF Positions.

13.6.1. **General Applicability**:

13.6.1.1. **Rate of Basic Pay.** The NAF UA, AS, PS, and pay band pay setting provisions have been adjusted to parallel the pay setting provisions provided by the Portability Act for movements to the GS. NAF crafts and trades positions are covered by the pay provisions of FPM Supplement 532-2. Paragraphs 13.6.2 and 13.6.3 describe how to set pay for employees, based upon the pay plan of the position the employee left and the pay plan of the position to which the employee moves.

13.6.1.2. **Grade and Pay Retention.** There are no NAF provisions for grade retention for UA, AS, PS, or pay band employees. An APF employee involuntarily moved to a UA, AS, PS, or pay band position will be eligible for pay retention. An employee involuntarily moved from any APF position to a NAF crafts and trades position is covered by the grade and pay retention provisions of FPM Supplement 532-2. Instructions for applying grade and/or pay retention are found in paragraphs 13.6.2.1.2 and 13.6.3.1.2.

13.6.2. **Setting Basic Pay Upon Movement from any APF Position to a UA, AS, PS, or Pay Band NAF Position.**

13.6.2.1. **Involuntary Move.** Pay is set at a rate within the NAF grade or pay band level that is not less than the employee's rate of basic pay immediately prior to the move. In determining the employee's last rate of basic pay, a saved pay rate to which the employee was entitled

under the APF system will apply, as well as pay received in an APF special rate position. Additions to pay such as night shift, environmental differential, and other premium payments are excluded from consideration as basic pay. Basic pay is not set above the maximum of the grade to which moved unless the employee's last rate of basic pay is above the maximum rate of the grade or pay band level to which moved. Then, pay retention provisions are applied according to DoDD 1401.1-M, Chapter III.

13.6.2.2**. Voluntary Move.** Basic pay may be set at either:

- The minimum step rate of the grade of the position or pay band level; or,
- At any step of that grade or any rate within that pay band level which does not exceed the employee's highest previous rate of basic APF pay.

13.6.3. **Setting Basic Pay Upon Movement from any APF Position to an NA, NL, or NS NAF Crafts and Trades Position.**

13.6.3.1. **Involuntary Move**:

13.6.3.1.1. Basic pay may be set at either:

- The employee's existing scheduled rate of pay; or,
- At any rate which does not exceed his or her highest previous rate of pay. If the employee's highest previous rate falls between two rates of the new grade, the higher rate is paid. The highest previous rate of pay is computed according to FPM Supplement 532-2, S8-3e.

13.6.3.1.2. Grade and pay retention benefits apply where the involuntary move resulted in a reduction in grade or pay. Grade and pay retention benefits are administered according to FPM Supplement 532-2, Subchapter S9.

13.6.3.1.3. A reduction in grade occurs when the representative rate of the position to which the employee is converted is lower than the representative rate of the position from which the employee moved.

13.6.3.2. **Voluntary Move**. Basic pay may be set at either:

- The minimum step rate of the grade; or,
- At any rate of the new grade which does not exceed employee's highest previous rate of pay. If employee's highest previous rate falls between two rates of his or her grade, the higher rate is paid. The highest previous rate of pay for an employee is computed according to FPM Supplement 532-2, Subchapter 8-3e.

13.7. Crediting of Service in Waiting Periods for Within-Grade Increases (WGI).

13.7.1. **NAF to APF GS Moves.** NAF service is credited toward the period of service required for WGIs in the GS. The service of a former NAF employee, who moves under the provisions of the Portability Act, is creditable in the computation of the waiting period for one WGI. When crediting the service of a former NAF employee, the waiting period for the next WGI begins at the time the employee is deemed to have received his or her last equivalent increase.

13.7.2. **NAF to APF Wage Schedule Moves**:

13.7.2.1. NAF NA, NL, and NS service is credited toward the period of service required for WGIs according to FPM Supplement 532-1.

13.7.2.2. NAF service in UA, AS, PS, or pay band positions is not creditable.

13.7.3. **APF to NAF Moves.** APF service is credited in the same manner as NAF service.

13.7.3.1. APF service is credited toward the period of service required for WGIs in UA positions according to Appendix A to DoDD 1401.1-M.

13.7.3.2. APF service will be credited toward the period of service required for WGIs in AS, PS, and NAF crafts and trades positions according to FPM Supplement 532-2, Subchapter S8.

13.7.3.3. As there are no WGIs in the NAF pay band system, there is no creditable service.

13.8. Crediting of Service Towards Time-In-Grade Requirement for Promotion.

13.8.1. **NAF to APF Moves**. NAF service is credited in the GS according to FPM Chapter 300, Subchapter 6, *Time-in-Grade Restrictions*.

13.8.2. **APF to NAF Moves.** There is no time-in-grade requirement for promotion in the NAF personnel system.

13.9. Crediting of Time-In-Service in Computing Severance Pay (Involuntary and Voluntary Moves).

13.9.1. **NAF to APF Move.** NAF service is creditable service for purposes of determining an APF employee's entitlement to severance pay. Criteria for meeting the requirement for 12 months of continuous employment for eligibility for severance pay under the GS credits an appointment to a position in a NAFI of the DoD or the Coast Guard that precedes the current qualifying appointment in the DoD or the Coast Guard, respectively. Creditable service is defined as service by an employee of a NAFI of the DoD or the Coast Guard, who moves, within the civil service employment system of the DoD or the Coast Guard, respectively, without a break in service of more than three calendar days, to a position classified and paid under the GS.

13.9.2. **APF to NAF Move**. Employees who move from civil service to NAF positions shall receive credit for APF employment for purposes of severance pay.

13.10. Retirement. All retirement portability provisions are applied exactly the same regardless of whether the move is involuntary or voluntary. Also, except for the areas of employer and employee contributions addressed below, all provisions are applied exactly the same

regardless of the direction of the move, NAF to APF or APF to NAF.

13.10.1. **Employee Election of Retirement Plan.** If an employee is vested (for FERS, CSRS, and NAF, 5 years of creditable service is considered vested) in the plan of the losing employment system at the time of a move, the employee may elect to retain active membership in that plan. Or, the employee may elect to enter the plan of the gaining employment system without transfer of credited service from the losing plan. Once an employee is given an opportunity to retain membership in either FERS or CSRS, he or she is never again given an opportunity to retain membership in that same plan. Once an employee is given an opportunity to retain coverage in a NAF plan, he or she is never again given an opportunity to retain membership in any NAF plan.

13.10.1.1. **Election to Retain Coverage in Plan of Losing Employment System.** If an employee elects to retain active membership in the plan of the losing employment system, the election is irrevocable. Therefore, regardless of future moves between NAF and APF employment, in or out of DoD, breaks in service, and retirement status, the employee's retirement coverage remains with the plan in which the employee elects to retain membership. Those employees who qualify for retroactive adjustment of NAF plan coverage will be given a reasonable opportunity to repay any previously withdrawn contributions and/or contributions for credited service for which deductions have not been made. Repayment procedures contained in AFI 34-302 that apply to reinstatement of prior participation credit also apply in situations described in this paragraph.

13.10.1.2. **Election to Enter Plan of Gaining Employment System.** If an employee elects to enter the plan of the gaining employment system, the election is irrevocable. Moreover, the employee's credited service under the losing plan does not transfer to the gaining plan. Therefore, the SCD used by the gaining employment system for the purpose of determining credited service is the date the employee enters the plan of the gaining employment system (unless the employee already has service credited in that plan). For example, if a NAF employee moves to APF status and enters FERS, the employee will receive no service credit in FERS for time spent in the NAF plan. Time spent in the NAF plan will not count for FERS annuity computation or retirement eligibility. The employee may not purchase such service credit by paying money into the FERS plan to cover the NAF service.

13.10.2. **Standard Election Form.** Three standard election forms have been issued--one covering CSRS to NAF, one covering FERS to NAF, and one covering NAF to either CSRS or FERS. The notice, Visual Aid 40-18, Election to Retain Coverage Under a Nonappropriated Fund Retirement Plan, will be placed in the OPF when an employee elects to retain membership in a NAF retirement plan. Use of election forms OPMRI 38-110, OPMRI 20-103, and OPMRI 92-27, are covered in FPM Supplement 830-1, *CSRS and FERS Handbook for Personnel and Payroll Offices*. AF personnel offices will use the appropriate election form and explain its purpose to the employee. The gaining employment system personnel office must fill in Part 1 of the appropriate election form. This requires assistance and cooperation from the losing employment system which must provide timely information.

13.10.3. **Time Limit for Making Election.** If the move occurs on or after 7 Apr 91, the time limit for making the election is 30 days after the effective date of the move. If the move occurred on or after 1 Jan 87, but before 7 Apr 91, the time limit for making the election was 6 May 91. If the employee fails to return the standard election form to the personnel office by the appropriate deadline, the employee, in effect, elects to enter the plan of the gaining employment system without transfer of losing plan service credit.

13.10.4. **Waiver of Time Limit for Making Election.** An employee is granted a waiver of the deadline for making an election if he or she can show that (1) he or she exercised due diligence to make the election prior to the deadline, and (2) due to circumstances beyond his or her control he or she was unable to do so. An employee will be deemed to have exercised "due diligence" if he or she can show that he or she made a good faith effort to notify the agency of his or her election prior to the deadline. "Circumstances beyond his or her control" includes, by way of example, the following: (1) on the date of the deadline the employee was in an extended leave or temporary duty status away from his or her home or duty station; or (2) on the date of the deadline the employee was unable, due to physical or mental incapacitation, to exercise his or her option. An employee's failure to make a timely election due to his or her error in judgment or failure to read information provided by the Agency is not "circumstances beyond his or her control." If an employee fails to make an election within the applicable time limit, he or she may file a request for waiver of the time limit. Under normal circumstances, a request for waiver is submitted within 10 calendar days of the expiration of the time limit. The request for waiver is in writing and includes an explanation of the employee's good faith effort to notify the agency of his or her election prior to the deadline and the circumstances beyond his or her control which prevented him or her from doing so. APF employees submit the request for waiver to the civilian personnel officer (CPO), and NAF employees submit the request for waiver to the Services commander or director. The decision to grant or deny the request is made in writing within 10 calendar days from the date of receipt of the employee's request. If the request for waiver is denied, the employee may appeal the denial. The appeal is submitted,

in writing, to the CPO or services commander or director, as applicable, within seven calendar days from the date the employee receives the denial. Within seven calendar days from the date of receipt of the appeal, management forwards the appeal to the MAJCOM/DPC or SV, as applicable, where MAJCOM/DPC and MAJCOM/SV jointly rule on the appeal. If the MAJCOM does not reverse the base-level decision, it has seven calendar days to forward the appeal to HQ USAF/DPC or SV, as applicable, where HQ USAF/DPC and SV will, within 14 calendar days of receipt of the appeal, jointly render a final decision. In computing the time limits prescribed above, if the last day of the time limit falls on a nonduty day, the time limit is extended to the next duty day. The procedures for waiving the time limit must not allow reviews under any employee grievance procedures, including the negotiated and administrative grievance procedures.

13.10.5. **Effective Date of Election.** The election is retroactive to the date of the move.

13.10.6. **Employee Contribution to Plan when an Employee Elects to Retain Coverage in the Plan of the Losing Employment System.** If an employee elects to retain coverage in the plan of the losing employment system, the employee's contribution to the plan is determined in the same manner as it is determined for the other employees in the plan, and the gaining employer remits the employee's contribution to the plan, including FERS Thrift Savings Plan contributions, if applicable.

13.10.7. **Employer Contribution to Plan When an Employee Elects to Retain Coverage in the Plan of the Losing Employment System.**

13.10.7.1. **NAF Employer Contribution to Defined Benefit Part of FERS.** The employer contribution is the "normal cost percentage" of basic pay determined by OPM under Title 5 U.S.C. 8423. Also, social security payments are made for employees in FERS.

13.10.7.2. **NAF Employer Contribution to FERS Thrift Savings Plan.** The employer contribution is a minimum of 1 percent of basic pay regardless of whether the employee contributes; and, additionally, if the employee does contribute, the employer matches the employee's contribution dollar for dollar for the first 3 percent of pay contributed and $.50 on the dollar for the next 2 percent of pay contributed. (Note: While a CSRS participant contributes up to 5 percent of basic pay to the FERS Thrift Savings Plan, no employer matching contribution is permitted.)

13.10.7.3. **NAF Employer Contribution to CSRS.** The employer contribution for the NAF employee in the CSRS is calculated in exactly the same way as the agency contribution for an APF employee in CSRS. Also, social security payments are not made for employees in CSRS, but are made for employees in CSRS offset.

13.10.7.4. **APF Employer Contribution to a NAF Retirement Plan.** The employer contribution for an APF employee in the NAF plan is calculated in exactly the same way as the contribution for a NAF employee in the NAF plan.

13.11. Annual, Sick, and Home Leave. All provisions are applied exactly the same regardless of whether the move is involuntary or voluntary, and regardless of the direction of the move, NAF to APF or APF to NAF.

13.11.1. **Transfer of Leave Balance.** All leave transfers without limit. The employee is credited with the full amount of leave even in those cases where the employee receives a higher rate of pay from the gaining employment system. The employee may not cash-in any portion of the leave balance and be paid for accumulated hours. Leave is administered according to the rules of the gaining system.

13.11.2. **Transfer of Funds.** There is no transfer of funds.

13.11.3. **Annual Leave Accrual Rate.** Service in the losing employment system is credited in determining the appropriate leave accrual rate.

13.12. Health and Life Insurance.

13.12.1. **NAF to APF (Involuntary and Voluntary Moves)**:

13.12.1.1. **Employee Coverage.** Employees may not elect to remain in NAF health or life insurance plans. Employees may enroll in the Federal Employees Health Benefits (FEHB) Program and/or the Federal Employees Group Life Insurance (FEGLI) Program according to the requirements of FPM Supplements 890-1, *Federal Employees Health Benefits*, and 870-1, *Life Insurance*, respectively. The employee's NAF health benefits coverage is extended without charge to the employee for 31 days or until the employee becomes covered by FEHB, whichever comes first.

13.12.1.2. **Retiree Coverage.** Refer to FPM Supplements 890-1 and 870-1. Participation in the FEHB after retirement does not depend on retirement from FERS or CSRS if the employee retires from a NAF plan because the portability law includes the NAF retirement plans as qualifying plans.

13.12.2. **APF to NAF Move**:

13.12.2.1. **Employee Coverage**:

13.12.2.1.1. **Involuntary Move.** Employees may not elect to retain membership in the FEHB or FEGLI Programs. Employees participating in the FEHB Program and/or the FEGLI Program at the time of the move would automatically qualify for participation (including family coverage) in the respective NAF health and/or life insurance program regardless of preexisting medical conditions and the NAF employment category to which the employee has been involuntarily moved. Normal NAF coverage rules would apply if there was not participation in the FEHB Program and/or the FEGLI Program at the time of the move.

13.12.2.1.2. **Voluntary Move.** Employees may not elect to retain membership in the FEHB Program and/or the FEGLI Program. Normal NAF coverage rules apply. Employees are advised before actual employment whether or not they will be eligible for health and life insurance benefits.

13.12.2.2. **Retiree Coverage**:

13.12.2.2.1. **Involuntary Move.** If the employee qualified for health and/or life insurance coverage under paragraph 13.12.2.1.1, then the employee, regardless of whether retirement is from an APF or NAF plan, would qualify for NAF health and/or life insurance coverage in retirement if he or she meets the following condition: The employee must have been continuously enrolled under the NAF group insurance plan since the employee's first opportunity to enroll or any other normal qualifying period under the NAF plan, whichever is the shortest period. If the retiree was not in the NAF group insurance plan long enough to satisfy the normal NAF qualifying period, then he or she is charged an appropriate premium for retiree coverage not to exceed the normal premium paid by active employees for similar coverage.

13.12.2.2.2. **Voluntary Move.** If the employee qualified for health and/or life insurance coverage under paragraph 13.12.2.1.2, then the employee would qualify for NAF health and/or life insurance coverage after retirement according to the normal rules of the NAF employer with the following exception: Continuous time spent in the FEHB Program and/or the FEGLI Program immediately before the move is credited towards satisfying the respective NAF qualifying periods. If the retiree was not in the NAF group insurance plan long enough to satisfy the qualifying period, then he or she is charged an appropriate premium not to exceed the normal premium paid by active employees for similar coverage.

13.13. RIF.

13.13.1. **NAF to APF Move.** NAF employment is credited in addition to APF employment in determining APF retention registers. See FPM Supplement 296-33 for details. Regarding the use of performance ratings in determining retention rights, NAF employees who are converted to APF positions are entitled to RIF credit for their NAF performance ratings for the purpose of determining their retention rights. Prior to movement of a NAF employee to an APF position, an AF Form 3527 is accomplished if a current AF Form 3527 is not on file. This rating is necessary to ensure a NAF employee is given proper credit in APF RIF action. The last three appraisals are used for this action; therefore, the newly accomplished AF Form 3527 and appraisals on file for the 2 previous years are used. If none are on file for the preceding two years, a presumptive rating of fully successful is used. The NAF rating of outstanding equates to 20 points, very good is 16 points and satisfactory receives 12 credit points.

13.13.2. **APF to NAF Move.** APF employment is credited in addition to NAF employment in determining retention where NAF employment is credited for these purposes under normal NAF rules.

13.14. Probation Status. In the following provisions, reference is made to the terms *same agency* and *same line of work*. The same agency is considered to be the same military department. Positions are considered to be in the same line of work when the duties performed are similar in nature and character and require substantially the same or similar qualifications.

13.14.1. **NAF to APF Move.** All AF NAF service immediately preceding the move, which is in the same line of work as the new position is credited in determining probation status. See FPM Chapter 315 for details.

13.14.2. **APF to NAF Move.** All AF APF service immediately preceding the move, which is in the same line of work as the new position is credited in determining probation status.

13.15. Tenure.

13.15.1. **NAF to APF Move.** See FPM Chapter 315 for details.

13.15.1.1. **Involuntary Move.** All continuous regular NAF service immediately preceding the move is credited in determining career tenure.

13.15.1.2. **Voluntary Move.** No credit for NAF service is granted.

13.15.2. **APF to NAF Move (Involuntary and Voluntary Moves)**. Credit for APF employment is not required.

CHAPTER 14

LEAVE AND OTHER ABSENCES

14.1. General Leave Information. Leave is an employee benefit that contributes to the overall efficiency, productivity, and morale of the employee. All regular employees accrue annual and sick leave. The first-level supervisor approves or disapproves leave. If possible, employees are allowed to use annual leave according to personal desires.

14.2. Annual Leave. Annual leave is paid time off from work for vacation or to transact personal business which

cannot be taken care of during off-duty hours. The leave year begins with the first complete pay period in a calendar year and ends with the last complete pay period beginning in the same calendar year.

14.2.1. Creditable Service. The amount of annual leave earned depends on the employees total length of creditable service. The leave SCD is usually the date of appointment or conversion to regular employment. Fractional parts of months are included in determining length of service. An employee with prior service, or prior active duty military service, has the SCD adjusted in accordance with Attachment 8, and as follows:

14.2.1.1. Prior DoD NAFI Service. All prior DoD NAFI service, including service with the current employer, as a regular employee is creditable. Use AF Form 2549 to document prior DoD NAF employment.

14.2.1.2. Active Uniformed Service. All active uniformed service, except for certain retired members of the uniformed services as outlined below, terminated by honorable discharge under honorable conditions, or by transfer to inactive reserves under honorable conditions is creditable for determining the annual leave accrual rate. For an employee who is a retired member of any of the uniformed services, credit is restricted to the actual active service in the Armed Forces during wartime or in any campaign or expedition for which a campaign badge has been authorized (as defined in FPM Supplement 296-33, Subchapter 7). If the retired member meets one or more of the following conditions, all of his or her active service is counted for leave accrual:

- The retirement was based on disability resulting from injury or disease received in the line of duty as a direct result of armed conflict.
- The retirement was based on disability caused by an instrumentality of war and incurred in the line of duty during a period of war (as defined in FPM Supplement 296-33, Subchapter 7).
- On 30 Nov 64, the retired member was employed in a civilian office to which the annual and sick leave law applied, and continues to be employed in an office of this kind without a break in service of more than 30 days. (*NOTE*: The above provisions were effective as of 16 Feb 83. The leave accrual rate had to be adjusted as of that date. Recomputation of leave for employment periods before 16 Feb 83 is not authorized.)

14.2.1.3. Credit for Military Training. Civilian employees of NAFIs called to active duty for short periods of time (NTE 6 weeks) with Reserve components of the U.S. Armed Forces continue to accrue annual leave hours during such periods. Nonduty time while in Reserve components is not creditable.

14.2.1.4. Exemptions. Under no circumstances must an employee who is currently in a leave category as a result of more liberal provisions of the separate DoD components prior to 6 Sep 74, be penalized by being placed in a lower category for leave accrual or accumulation purposes.

14.2.1.5. Portability of Benefits for Nonappropriated Fund (NAF) Employees Act of 1990. Periods of APF civilian federal service are creditable for leave under the provisions of the Portability Act.

14.2.1.6. Other Creditable Service. Employees receiving benefits under the Longshoreman's and Harbor Workers' Compensation Act; employees on military furlough; and employees reinstated within 6 months, carried on the rolls of the employing NAFI in a LWOP status do not accrue annual leave, but the time spent in this status is creditable service. Service credit is granted during other periods of time on the rolls in a nonpay status that does not exceed 6 months in the aggregate in any calendar year; for example, LWOP, suspensions, furloughs, forced leave, etc.

14.2.3. Eligibility Time Period. An employee must have served under a regular appointment for a continuous period for 90 calendar days before leave can be credited to the employee's account. Although leave does accrue during the 90-day period, leave cannot be used during the 90-day qualifying period. Only one 90-day qualifying period is required during a period of continuous service.

14.2.4. Annual Leave Accrual:

14.2.4.1. Accrual. Annual leave is accrued by regular employees on the total number of hours in a pay status that does not exceed 40 hours in the administrative workweek. Annual leave accrual is based on the appropriate percentage (accrual rate) times a maximum of 40 hours per week, or 80 hours per biweekly pay period in accordance with the following:

0 - 3 years service 5 percent of hours in a pay status

3 - 15 years service 7 1/2 percent of hours in a pay status 15 + years service 10 percent of hours in a pay status

Between 3 and 15 years service, annual leave earned during the last pay period of the year is earned at the rate of 12 1/2 percent.

14.2.4.2. Time of Crediting. The accrued leave is credited to the employee's individual leave record upon completion of the 90-calendar-day qualifying period; thereafter, at the end of the period in which it is earned.

14.2.4.3. Changes in Rates of Accrual:

- Changes in the rates of accrual are effective at the beginning of the first pay period following the completion of the prescribed service.
- When a change from a 7 1/2 percent to a 10 percent leave category occurs at the beginning of the last full biweekly pay period in the leave year, the employee's leave credit for that period is computed at 12 1/2 percent of hours in a pay status.

14.2.5. Accumulation of Annual Leave. The maximum amount of accumulated annual leave that may be carried

over from one leave year to the next is 240 hours, except in the following instances:

14.2.5.1. Employees who were directly recruited or transferred by a NAFI from the US or its territories or possessions, including the Commonwealth of Puerto Rico, for employment overseas or from which transferred and whose condition of employment provide for their return transportation to the US or its territories or possessions, may accumulate 360 hours.

14.2.5.2. On a case-by-case basis and on approval by the Services commander or director, employees may carry leave in excess of 240 or 360 hours, as appropriate, forward into the next leave year. The employee must have requested annual leave early in the leave year and circumstances beyond the control of management and the employee precluded its use before the end of the leave year. Any amount of excess leave carried into the next leave year is used within the first 19 pay periods of the leave year or forfeited.

14.2.5.3. At installations identified for closure, employees may carry forward all earned annual leave in excess of 240 hours. An installation is considered identified for closure when it appears on the list signed by the President and approved by Congress.

14.2.6. Payment for Accumulated Annual Leave:

14.2.6.1. An employee must serve in a regular appointment for a continuous period of 90 days before the annual leave he or she earns is available for use. If an employee separates before completing 90 days, no leave credit for this period is granted or paid as a lump sum.

14.2.6.2. An employee who has 90 or more days of continuous regular employment is paid for all accrued and accumulated annual leave when separating from NAF employment. This lump sum payment is normally included in the employee's final paycheck.

14.2.6.3. Annual leave that can be included in the lump-sum leave payment is not granted when it is known that the employee will not return to duty, except when the employee:

- Is being separated because of a BBA.
- Has made an application for disability retirement.

14.2.7. Leave Schedules. Activity managers establish a tentative annual leave schedule during January of each year. If possible, employees are allowed to use annual leave according to personal desires. First-level supervisors plan for, schedule and approve or disapprove annual leave, subject to coordination with the activity manager.

14.2.8. Requesting Annual Leave:

14.2.8.1. Except in cases of emergency, annual leave is requested by the employee and approved in advance of the absence. Employees should submit requests for annual leave on SF-71, Application for Leave.

14.2.8.2. Annual leave is taken in increments of 15 minutes, up to 8 hours per day, and 40 hours per week.

14.2.8.3. The use of annual leave other than on those days and for those hours that the employee would otherwise work and receive pay is prohibited.

14.2.9. Advancing Annual Leave. Under usual conditions, advancement of annual leave is not granted. However, if conditions warrant, an employee may be granted all annual leave which will be earned during the current leave year. In advancing an employee annual leave, the supervisor authorized to approve such leave must have reasonable assurance that the employee will be in a duty status long enough to earn the leave granted before the end of the leave year. Supervisors coordinate their decisions to approve or disapprove requests for advanced annual leave with the HRO to ensure consistent application of leave policies. Employees submit requests for advanced annual leave on SF-71.

14.2.10. Refund for Unearned Annual Leave. When an employee is separated before earning all the annual leave that has been advanced, usually the value of the unearned leave is refunded or deducted from any compensation due. A refund is not required if the employee is separated for reasons of death, disability retirement or resignation for physical disability which is evidenced by acceptable medical documentation.

14.2.11. Substitution of Annual Leave for LWOP. When LWOP is charged pending receipt of an employee's leave record from the former employing installation or agency, credited annual leave is substituted for the LWOP upon receipt of the leave record.

14.2.12. Substitution of Annual Leave for Sick Leave. An employee on extended sick leave (including sick leave for maternity reasons) may be granted annual leave to cover any part of the absence, provided the request is made in advance. Annual leave cannot be substituted retroactively for sick leave previously taken as a means of avoiding a forfeiture of annual leave at the end of the leave year. Advanced sick leave is liquidated at the employee's request by a substitution of annual leave, provided the substitution is requested before the time the annual leave is forfeited.

14.2.13. Transferring Annual Leave. When a regular employee transfers to another AF NAFI, without a break in service, the losing NAFI transfers the total accrued and accumulated annual leave balance, together with the funds to cover the dollar value to the gaining NAFI. Should the dollar value of the transferred leave balance increase as a result of a higher pay rate, the gaining NAFI absorbs the increase. An employee's annual leave hours are not adjusted downward to accommodate the transferring dollar value from the losing NAFI.

14.3. Sick Leave. Sick leave is for absences due to illness, injury, examinations and treatment by a physician, exposure to a contagious disease, or illness of a family member with a contagious disease.

14.3.1. Eligibility. Sick leave is earned by all regular employees while in a pay status, excluding overtime. There is no qualifying period for the crediting of sick leave.

14.3.2. Sick Leave Accrual. Sick leave is earned at the rate of 5 percent times the hours in a pay status, excluding overtime, up to a maximum of 40 hours per week, or 80 hours per biweekly pay period.

14.3.3. Time of Crediting. Sick leave is credited to the employee's individual leave record at the end of the period in which it is earned.

14.3.4. Accumulation of Sick Leave. There is no limit on the amount of sick leave an employee may accumulate and carry forward from one year to another. All accumulated sick leave is carried in the employee's leave record until it is used by the employee, or until the employee separates from employment.

14.3.5. Payment for Accumulated Sick Leave. Payment for unused sick leave is not made to an employee under any circumstances. Sick leave hours are credited toward retirement if an employee retires from NAF employment under the NAF retirement program.

14.3.6. Requesting Sick Leave:

14.3.6.1. Employees should submit requests for sick leave on SF-71.

14.3.6.2. Sick leave is taken in 15 minute increments, not to exceed 8 hours per day, or 40 hours per week.

14.3.6.3. An employee is paid sick leave only for those hours scheduled to work for the day or week during which the absence occurs.

14.3.7. Granting Sick Leave:

14.3.7.1. Sick leave for examinations and treatment by a physician that can be prearranged, is requested in advance. Sick leave for other absences, which are not known in advance is requested as soon as possible after an employee's scheduled shift begins (within the first hour or two). Supervisory approval must be granted before it is taken.

14.3.7.2. Sick leave of more than three consecutive workdays should be supported by a medical certificate. If the employee was not attended by a physician, the employee's certification showing satisfactory evidence of incapacitation for duty may be accepted. In cases of extended illnesses, medical certificates are not required more frequently than every 2 weeks. Where evidence does not justify the approval of sick leave, the absence may be charged to annual leave, LWOP with the employee's consent, or absent without leave (AWOL).

14.3.7.3. If there is reason to believe an employee is abusing sick leave, the supervisor advises the employee that he or she has a questionable sick leave record, why the employee is suspected of abuse, and if the record does not improve, a medical certificate may be required for each future absence on sick leave. If this does not bring about an improvement in the record, the employee is notified in writing that all future requests for sick leave must be supported by a medical certificate. A written notice of abuse of sick leave cannot be issued when the absences claimed on sick leave are documented with medical certificates showing incapacity to perform duties of the position.

14.3.7.4. Sick leave due to exposure to a contagious disease must be supported by a medical certificate. An employee who requests sick leave because a family member has a contagious disease must present evidence to show that the family member requires the employee's care and attendance, as well as the fact that the disease is one that requires quarantine or isolation.

14.3.8. Advancing Sick Leave. Except in cases of serious illness or disability, advanced sick leave is not granted. In cases of serious disability, illness, incapacitation, or confinement for childbirth, employees may be advanced up to 30 days of sick leave.

14.3.8.1. In granting advanced sick leave consider: the employee's prior sick leave history; annual leave versus sick leave balance history; length of continuous employment; and whether all accumulated sick leave to the employee's credit is exhausted. Also consider requiring the employee to use any annual leave which is subject to forfeiture.

14.3.8.2. Employees submit applications for advanced sick leave on SF-71. Applications must be supported by medical documentation signed by a physician, and must include a statement indicating the date the employee is expected to return to normal duties.

14.3.8.3. When it is known that the employee is to be retired or otherwise separated, the total advance may not exceed an amount which can be liquidated by accrual before separation.

- Advanced sick leave is not granted if it is considered likely that the employee will not return to duty for a sufficient period of time to repay the advanced leave.
- Advanced sick leave is liquidated automatically, but repayment is not required when separation is because of death, resignation for disability supported by acceptable medical documentation, or disability retirement.

14.3.8.4. An unliquidated advance is carried forward from pay period to pay period and from one leave year to the next until liquidated by subsequent accrual. Upon employee request, advanced sick leave is liquidated by a charge to an equivalent amount of annual leave. When an employee separates from federal service before liquidating the advance, the balance is liquidated in the following order by:

- Charge against available annual leave.
- Setoff against earned salary.

14.3.9. Supervisors coordinate their decisions to approve or disapprove requests for advanced sick leave with the HRO to ensure consistent application of leave policies.

14.3.10. Substitution of Sick Leave for Annual Leave. If illness occurs during a period of annual leave, approved sick leave may be substituted for annual leave.

14.3.11. Transferring Sick Leave. When an employee is reemployed by another DoD NAFI within 180 days following separation, sick leave hours are transferred by the losing NAFI to the gaining NAFI. No transfer of funds is made for sick leave hours transferred. If the individual retired from the losing NAFI and received service credit for unused sick leave, no transfer is made.

14.3.12. Recrediting Sick Leave. Employees who change employment category to an ineligible category, and then are changed back to an eligible category have sick leave hours recredited without time limitation.

14.3.12.1. When an employee changes from a regular to a flexible employment category, the number of sick leave hours to the employee's credit are recorded on the SF-1150 and filed on the right-hand side of the employee's OPF.

14.3.12.2. If, at a later date, and while the employee is at the same installation, this employee changes back to a regular employment category without a break in service, all sick leave recorded in the OPF on the SF-1150 from the previous change to flexible, is recredited to the employee's leave record.

14.3.12.3. The AF Form 2545 documenting the change to regular employment category includes the remark, "Employee entitled to recredit of _____ hours of sick leave." A copy of the SF-1150 documenting the recreditable sick leave hours, is attached to the AF Form 2545 that is forwarded to the NAF AO.

14.3.12.4. The employing NAFI after the change to regular employment category is effective, absorbs all costs associated with the recredited sick leave.

14.4. LWOP. LWOP is a temporary nonpay status and an authorized absence from duty granted upon the employee's request, or when the employee has insufficient annual or sick leave, or compensatory time available to cover an approved absence. An employee does not have to exhaust annual leave before requesting LWOP. LWOP cannot be imposed as a penalty, nor can an employee be required to apply for LWOP in lieu of suspension. It must not be confused with AWOL which is charged for unauthorized absence. The granting of LWOP is a matter of administrative discretion.

14.4.1. Requesting and Approving LWOP. Employees should submit requests for LWOP on SF-71. Activity managers approve LWOP up to and including 30 days. The Services commander or director approves LWOP over 30 days. LWOP is charged in 15-minute increments.

14.4.2. Refer to Chapter 6 for procedures for LWOP for career program employees affected by a BBA separation.

14.4.3. LWOP for Regular Employees Moving With Head of Household:

14.4.3.1. A regular employee is entitled to LWOP for up to 150 calendar days in order to avoid a break in service when resigning from his or her position due to an employer's transfer of the head of household if the regular employee is the family member of either:

- A military member who is head of household;
- A federally employed person who is the head of household; or,
- A non-federally employed person who is the head of household, (hereinafter referred to as "sponsor").

14.4.3.2. LWOP is a temporary nonpay status and an authorized absence from duty granted upon an employee's request. An employee granted LWOP according to these procedures, receives no special employment consideration as a result of this LWOP status. The losing installation may fill the employee's position immediately, and no other installation is obligated to hire the employee by virtue of the employee's LWOP status.

14.4.3.3. An employee returning from an overseas assignment for separation, at the NAFIs expense, is not entitled to LWOP under these procedures.

14.4.3.4. Requests for LWOP under these procedures must be approved by the appropriate Approving Authority, documented by an AF Form 2545, and made a matter of record in the OPF.

14.4.3.5. Responsibilities:

14.4.3.5.1. Employee:

- Employees submit request for LWOP to his or her supervisor on SF-71. The employee also submits evidence acceptable to the Approving Authority, that the employee's sponsor is being transferred by the sponsor's employer.
- After the Approving Authority approves the request, the employee submits to his or her supervisor, his or her resignation by completing Part III of AF Form 2548. The resignation takes effect on the last day of the LWOP period, unless the employee is appointed to another position prior to the expiration of the LWOP period, in which case, the resignation does not take effect. The employee must include a forwarding address on the AF Form 2548.
- If, during the LWOP period, the employee seeks other employment, the employee submits a copy of the AF Form 2545, documenting the LWOP status, with his or her application for employment. (The employee receives the AF Form 2545 from the losing HRO. Refer to paragraph 14.4.3.5.3.2.)

14.4.3.5.2. Supervisor:

- Upon receipt of an employee's SF-71 request for LWOP, the supervisor forwards the request, through the appropriate channel to the Approving Authority for approval.

- After the Approving Authority approves the request, the supervisor ensures the employee submits a resignation. Refer to paragraph 14.4.3.5.1.2.
- Upon receipt of the Resignation AF Form 2548, the supervisor completes (a) Parts I and IV of the form and (b) another AF Form 2548 documenting the LWOP, and submits both forms to the HRO.

14.4.3.5.3. Losing HRO. Upon receipt of the two AF Forms 2548 - one documenting the resignation and one documenting the LWOP - the losing HRO takes the following actions:

14.4.3.5.3.1. Counsel the employee about the following matters:

14.4.3.5.3.1.1. The LWOP period will not be creditable toward any of the age, service, or participation requirements for benefits of the retirement plan or group insurance plans if the employee is not appointed to another position in which he or she is eligible for participation, and continue his or her participation, in the appropriate benefit plan.

14.4.3.5.3.1.2. Retirement Plan. Both the employer and employee contributions are discontinued during the LWOP period. The employee's eligibility for retirement plan benefits and options is determined and AF Form 2391, **Termination Information**, is completed reflecting the employee's election in the event he or she is not appointed to another position prior to expiration of the LWOP. If the employee elects either retirement or the deferred annuity option, AF Form 2395, **Evidence of Age**, must be completed. If the employee is under age 62, AF Form 1528, **Authorization to Obtain Social Security Earnings Information**, is also completed.

14.4.3.5.3.1.3. Group Health and Life Insurance Plans:

14.4.3.5.3.1.3.1. If the employee is participating in either the group health insurance plan or the group life insurance plan, and if the employee wishes to continue such participation during the LWOP period, the employee must, during the LWOP period, continue to remit the employee's share of the contributions required by such participation to the losing NAF AO. If the employee does not wish to continue participation during the LWOP period, the HRO prepares AF Form 2545 to terminate the coverage prior to processing the LWOP action. In this case, Aetna Form GR-65989-1, **Employee Benefits Change Information**, is completed and forwarded to Aetna to the address provided in the Aetna Manual. The form is available in the HRO.

14.4.3.5.3.1.3.2. If the employee fails to pay his or her share of the contribution, and the employee's account is not current at the end of the pay period following the pay period in which insufficient funds were received, the NAF AO will notify the losing HRO, who prepares AF Form 2545 to terminate the coverage. The effective date of termination is the first day of the pay period immediately following the pay period in which insufficient funds were received from the employee. A copy of the AF Form 2545 must be sent to HQ AFSVA/SVXB and to the employee along with the applicable Aetna conversion form at the forwarding address provided on the AF Form 2548. If the employee was enrolled in the NAF health insurance plan, Aetna Form GR-65989-1 is completed and forwarded to Aetna to the address provied in the Aetna Manual.

14.4.3.5.3.1.3.3. The employee must also be counseled on the different group insurance conversion and continuing coverage options for which he or she would be eligible upon termination of his or her LWOP.

14.4.3.5.3.1.4. Annual Leave. Normally, annual leave is not granted in conjunction with LWOP. If, on the effective date of the resignation, the employee has annual leave to his or her credit, the losing HRO either (1) ensures payment of lump sum annual leave or (2) if the employee is subsequently hired into an eligible position, transfers the leave balance to the employee's account with the new position. If the LWOP period will potentially extend into a new leave year, and if the employee's annual leave balance exceeds that which may be carried from one leave year to the next, the HRO informs the employee how to avoid the loss of accrued annual leave.

14.4.3.5.3.2. Process the Request for LWOP. Upon receipt of the LWOP AF Form 2548, the losing HRO prepares an AF Form 2545 documenting the LWOP period and gives a copy of the form to the employee prior to the employee's departure from the area. If the employee is participating in the NAF retirement plan, or either of the NAF group insurance plans, the HRO forwards a copy of the LWOP AF Form 2545 to HQ AFSVA/SVXB. The employee remains an active employee at the losing installation until either the effective date of the Transfer Out or Resignation/ Retirement action. The HRO suspenses the LWOP action to ensure the required subsequent actions are taken in a timely manner.

14.4.3.5.3.3. Process the Resignation:

14.4.3.5.3.3.1. If the losing HRO is notified that the employee has obtained other employment prior to the expiration of the LWOP period, the losing HRO prepares an AF Form 2545, indicating that the employee transferred, effective the day before the effective day of the new appointment. The appropriate Nature of Action and Code to be inserted in Blocks 11a and b are N049, Transfer Out. Refer to the NAF-PS Users Guide, Attachment 2, for guidance regarding the appropriate remarks to be included in Block 25. The remarks vary depending upon the new appointment. For example, if the new appointment is to a regular NAF position, block 25 includes the remark that all annual and sick leave account balances transfer; but if the appointment is to a flexible NAF position, Block 25 indicates that any annual leave balance is paid lump-sum. A copy of the AF Form 2545 is sent to the employee at the forwarding address provided by the employee.

14.4.3.5.3.3.1.1. The HRO processes this transfer action through the NAF-PS immediately upon notification of the new appointment. The gaining HRO cannot process the appointment action in NAF-PS until the transfer out action processes.
14.4.3.5.3.3.1.2. The HRO prepares an SF-1150 for the employee's OPF.
14.4.3.5.3.3.1.3. If the employee is participating in the NAF retirement plan, or either of the NAF group insurance plans, the HRO forwards a copy of the AF Form 2545 to HQ AFSVA/SVXB.
14.4.3.5.3.3.2. If the LWOP period expires, and the losing HRO has *not* been notified that the employee has obtained other employment prior to the expiration of the LWOP period, the losing HRO prepares an AF Form 2545, indicating that the employee resigned or retired, effective the last day of the LWOP period. The appropriate Nature of Action and Codes for blocks 11a and b are N030, Resignation or N043, Retirement - Voluntary. Insert in Block 25 all appropriate remarks required for processing the resignation or retirement of any regular employee. Refer to the NAF-PS Users Guide, Attachment 2, for guidance. A copy of the AF Form 2545 along with SF-8, **Notice to Federal Employee About Unemployment Compensation**, is sent to the employee at the forwarding address provided by the employee.
14.4.3.5.3.3.2.1. If the employee was a participant in the NAF retirement plan, forward a copy of the AF Form 2545 and other appropriate documentation (see paragraph 14.4.3.5.3.1.2) to HQ AFSVA/SVXB. If the employee has elected retirement or the deferred annuity option, include copies of all AF Forms 2545 required to document the employee's high three earnings, along with the number of hours of unused sick leave upon retirement.
14.4.3.5.3.3.2.2. If the employee continued participation in one or both of the NAF group insurance plans during the full period of the LWOP, forward a copy of the AF Form 2545, with documentation pertaining to the employee's eligibility for continuing coverage along with Aetna Form GR-65989-1, to HQ AFSVA/SVXB.
14.4.3.5.4. Gaining HRO:
14.4.3.5.4.1. Obtain a copy of the AF Form 2545 documenting the LWOP status of the employee. The employee should be able to provide such copy.
14.4.3.5.4.2. If the LWOP period has expired before the effective date of the new appointment, treat the employee as you would any former employee being rehired with a break in service, and prepare the AF Form 2545 appropriately.
14.4.3.5.4.3. If the LWOP period has *not* expired before the effective date of the new appointment, prepare AF Form 2545, indicating the employee transferred. The appropriate Nature of Action and Code to be inserted in Blocks 11a and b are N021, Transfer In. Refer to the NAF-PS Users Guide, Attachment 2, for guidance regarding the appropriate remarks to be included in Block 25. These remarks will vary depending upon the new appointment. For example, if the new appointment is to a regular NAF position, Block 25 includes the remarks that all annual and sick leave balances transfer; that participation in the NAF retirement plan and group insurance programs, if applicable, continues; and that no 90-day waiting period for annual leave usage is required.
14.4.3.5.4.4. If the employee elected to continue participation in either or both of the group insurance plans during the LWOP period, verify with the losing HRO that the employee continued to remit his or her share of the contribution, and that their account is current and insurance coverage is not terminated.
14.4.3.5.4.5. Request the employee's OPF from the losing HRO.
14.4.3.5.4.6. Do not process the Transfer In action through NAF-PS until notified that the losing HRO has processed the Transfer Out action.

14.5. AWOL. AWOL is an absence from duty which was not authorized or for which leave is denied. These unauthorized absences may form the basis for disciplinary action.

14.6. Military Leave. Military leave is absence from duty in the employee's NAF position without loss of pay to perform military duty. Eligible employees must, upon request, be granted military leave to which entitled for performance of active duty or active duty for training. If an employee is ordered to an initial period of active duty for training with the Reserve or National Guard for a period of not less than 3 months, the employee may be granted annual leave or LWOP as requested, after first exhausting military leave.
14.6.1. Eligibility Criteria. Employees entitled to military leave must be:

- A member of a Reserve or National Guard component.
- A regular employee.
- Serving in an appointment that is not limited term for 1 year or less.

14.6.2. Entitlement to Military Leave:
14.6.2.1. Eligible regular employees are entitled to an excused absence up to a maximum of 15 days per fiscal year without loss of pay, leave, or performance rating when called to active duty or active duty for training. Eligible employees accrue 15 days of military leave per fiscal year. If the full 15 days is not used in any fiscal year, the balance of the unused leave (up to a maximum of 15 days) is carried forward into the next leave year. Therefore, an eligible employee could have a maximum total of 30 days credited for use during a fiscal year.
14.6.2.2. Regular employees called into active duty for the purpose of providing military aid to enforce the law may be granted additional military leave not to exceed 22 workdays in a fiscal year. These employees are granted

leave upon presentation of official orders. Compensation (other than for travel, transportation, or per diem allowance) received is turned in to the NAFI to be credited toward the pay received from the employee's NAF position, during the employee's absence to perform this military duty. This leave is granted only for workdays, and the employee's NAF pay is reduced only by the amount received for military service performed on a workday.

14.6.2.3. Employees are paid by the NAFI while on military leave.

14.6.3. Granting Military Leave. An eligible employee is granted any military leave available to them when ordered to active duty. Neither annual leave nor LWOP is granted for such active duty until the employee uses all the military leave available to him or her unless this would result in a forfeiture of annual leave. Requests for military leave are supported by a copy of the orders, which is forwarded to the payroll office with the time and attendance card on which the absence is first reported. The employee submits a certification by the appropriate military officer as evidence that the active military duty was performed. This certification is forwarded to the payroll office with the time and attendance card on which the return to duty is reported.

14.6.4. How Military Leave is Charged. Charge military leave granted on a calendar day basis. No charge is made for nonworkdays at the beginning and end of a period of absence on active military duty. However, all intervening nonworkdays, including holidays, falling within the period of military duty are charged to military leave.

14.6.5. LWOP Criteria. LWOP may be granted for:

- Employees who are members of the Reserve or National Guard who are not eligible for, or who have exhausted his or her military leave, as requested, for active or inactive duty for training.
- Summer training as members of Reserve Officers Training Corps.
- Temporary Coast Guard Reserve Duty.
- Participation in parades by members of a state National Guard. Members of the National Guard in the District of Columbia are entitled to military leave with pay for participation in parades.
- Training with a state Guard or other state military organization.
- Civil Air Patrol duty.

14.7. Military Furlough. Military furlough is granted to all employees for induction or recall to active duty in one of the Armed Forces. An employee returned to duty from military furlough has the same seniority, status, pay and, if appropriate, leave accrual entitlements that the employee would have enjoyed had he or she remained on the job. Refer to Chapter 3 for the procedures for this type of absence.

14.8. Court Leave. Court leave is leave of absence from duty without loss of pay or charge to annual leave to perform jury duty in a federal, state, or municipal court or to serve in an unofficial capacity as a witness on behalf of the US Government, the District of Columbia, or state or local government. All regular employees are eligible for court leave.

14.8.1. Granting Court Leave. Court leave is granted for absence during an employee's regularly scheduled tour of duty. It is granted only for those days and hours the employee would otherwise be in a pay status. An employee is not granted court leave for jury or witness duty performed within a period of nonpay status. Employees assigned to night shifts are granted court leave comparable with employees assigned to regular day shift work. Since jury duty generally requires an employee's presence in court during daytime hours, an employee scheduled to work at night is granted court leave during the days on which the night shift begins or ends. If he or she works during part of the regularly scheduled night shift, only that part of the regularly scheduled shift during which the employee is absent is charged to court leave. If he or she works his or her regular night shift, no court leave is charged.

14.8.2. Return to Duty Upon Release by Court. An employee properly summoned to serve on a jury is under the jurisdiction and control of the court for the term of the jury service. However, an employee is expected to return to duty during periods when he or she is excused from jury duty unless this would be impractical. An employee excused or discharged by the court either for an indefinite period, or for a definite period in excess of one day or a substantial portion of one day, is not entitled to court leave, but must report to duty. As a general rule, if there are 4 or more hours remaining in the employee's workday, exclusive of reasonable travel time, the employee reports for duty. If the employee fails to report for duty as directed, annual leave, LWOP, or AWOL is charged for the excess time involved.

14.8.3. Witness and Jury Fees. Employees are entitled to receive their regular pay for such time or may retain the court fees received from the court, whichever is the greater amount. If the court fees are the lesser amount, such fees are turned over to the employing NAFI. Transportation fees, when separately identified, or otherwise identifiable, are not turned in. When a state or local court characterizes jury and witness fees as expenses there is no requirement for the employee to turn in such fees to the NAFI.

14.9. Administrative Leave. Administrative leave is an absence from duty when employees are released because all or part of an activity is closed or it is in the public interest. Employees affected by these actions are usually excused without loss of pay.

14.9.1. Installation commanders may suspend some or all NAFI operations when severe weather conditions or other emergency situations dictate such action as being in the best interest of the AF. Under such conditions:

- Regular employees on duty at the time operations are suspended, are released from duty without charge to leave.
- Flexible employees on duty at the time operations are suspended, are released from duty on LWOP for the remainder of their scheduled shift.
- Employees who are notified of suspended operations well enough in advance to permit the scheduling of leave, normally 24 hours in advance, are not released without charge to leave.
- Employees on approved leave, i.e., annual, sick, LWOP, etc., when operations are suspended continue to be charged leave. Administrative leave is not applicable.

14.10. Excused Absences. Excused absence is an administratively authorized absence from duty without loss of pay or charge to leave. Excused absence differs from administrative dismissal in that it normally addresses individual employees excused for non-mission related emergency reasons, or for reasons the government encourages such as voting, etc.

14.10.1. **Absence for Brief Periods or Tardiness**. Unavoidable absence of less than 1 hour, and brief periods of tardiness may be excused by the supervisor for adequate reasons.

14.10.2. **Absence for Voting or Registration.** Activities maintain up-to-date information as to voting hours in all political subdivisions in which their employees reside. This information is made available to employees, because it is used as the basis for determining the amount of excused absence granted to employees.

14.10.2.1. Employees requesting time off to vote are excused without charge to leave for the amount of time necessary to permit them to report to work 3 hours after the polls open or to leave work 3 hours before the polls close, whichever requires the least amount of time off. No time off is granted if the polls are open either 3 hours before or 3 hours after the employee's regular duty hours.

14.10.2.2. Employees voting in jurisdictions where registration in person are required are granted time off to register on substantially the same basis as for voting. However, no time off is granted without charge to leave if the employee can register on a nonworkday and round trip travel can reasonably be accomplished in 1 day.

14.10.3. **Blood Donations.** Employees are encouraged to volunteer as blood donors for unpaid donations. An employee is excused without charge to leave for the time necessary to donate blood, for recuperation following the donation, and for necessary travel to and from the donation site. The maximum time allowed without charge to leave is 4 hours.

14.10.4. **Consultation With Operating Officials and the HRO.** Do not charge an employee leave for the time required to consult with operating officials or with the staff of the Human Resources Office on matters relating to their employment provided that arrangements satisfactory to the supervisor and the official to be consulted with are made in advance.

14.10.5. **Medical Examinations for Employment**. An employee required to take a medical examination to determine his or her fitness for employment, or who obtains other medical services administered as a part of the health program of the activity, is considered in duty status during the time necessary to obtain the examination or treatment.

14.10.6. **Attending Meetings and Conferences.** Absence, including required travel time, during normal duty hours to attend meetings or conferences determined to be training, or absence to attend other meetings for which travel is authorized at government expense is considered official duty and no charge is made to leave. Employees are not excused to attend conferences or conventions of political parties or partisan political groups or committees.

14.10.7. **Holiday Observance**:

14.10.7.1. Legal Holidays. Employees are not required to work on a legal holiday unless their services are required to carry out essential operations. However, unauthorized absence on a holiday on which the employee was required to work results in loss of pay for that day, and could result in disciplinary action.

14.10.7.2. Religious Observance. There are no official observances of religious holidays. Employees who request to observe religious holidays may be allowed time off for that purpose and the absence charged to annual leave or LWOP. If circumstances permit, work schedules may be rearranged to provide substituted work time. An employee may also request to perform compensatory overtime work for the purpose of taking compensatory time off in lieu of annual leave, when his or her personal religious beliefs require them to be absent from work for religious observance.

14.10.8. **Military Funerals**:

14.10.8.1. An employee who is a veteran of the Armed Forces and who participates as a pall bearer, a member of a firing squad, or a member of an honor guard in funerals for members of the Armed Forces who lost their lives on active duty is excused from duty without charge to leave, but not in excess of 4 hours in 1 day.

14.10.8.2. An employee is excused for not more than 3 days to make arrangements for, or to attend the funeral or memorial service of an immediate relative (spouse, son, daughter, mother, father, brother, or sister) who dies while on active duty as the result of wounds, disease, or injury incurred while serving in the Armed Forces in a combat zone.

14.10.9. **Absences in Connection With Permanent Duty Travel.** An employee is not charged leave for any absence necessary to comply with requirements imposed in connection with a PCS. An employee may be excused without charge to leave for up to three workdays at each location to make personal arrangements and to transact personal business directly related to the PCS, provided that such business or arrangements cannot be transacted outside regular working hours. This includes such things as making arrangements for the packing and unpacking of household goods and obtaining driver's license and auto tags. For assignment to or return from overseas employment, this includes absence to obtain required physical examination, vaccination and inoculation, or passport, or to comply with other special requirements imposed because of the overseas assignment, including absence to obtain travel orders. An employee required to report to another activity to comply with overseas processing requirements is not charged leave for any absence necessary to make the trip.

14.11. Parental Leave. Parental leave covers absences for pregnancy and confinement, leave for adoptive parents, and paternity leave. Management should be responsive and compassionate in leave policies for working parents. Requests for such leave should be granted to the extent that normal work requirements permit. Refer to paragraph 14.14 for guidance on the Family and Medical Leave Act (FMLA).

14.11.1. **Absence for Maternity Reasons.** Absence from duty for reasons related to pregnancy and confinement is charged to sick leave, annual leave, or LWOP, depending on the circumstances and availability of each type of leave. The employee is responsible for providing notice substantially in advance of the anticipated leave dates. Requests for sick leave are treated the same as any request for leave to cover a medically certified temporary disability. All sick leave requests are supported by medical documentation showing the employee is incapacitated to perform the duties of his or her position for the period covered by the certificate. Sick leave is not authorized for absence due solely to the employee's responsibility for care of the infant. Any additional absence not supported by medical documentation is charged to annual leave or LWOP. If the employee requests additional annual leave or LWOP following confinement in order to care for the infant, supervisors should make every effort to approve the request.

14.11.2. **Leave for Adoptive Parents.** Leave for adoption is annual leave or LWOP. Because prospective adoptive parents commonly must make a commitment that one parent remain at home for several months in order to qualify for adoption, special consideration is given to requests for leave for this purpose.

14.11.3. **Absence for Paternity Reasons.** A male employee may only request annual leave or LWOP for the purpose of caring for his minor children or the mother of his newborn child during confinement or incapacitation due to complications arising from the delivery. Requests of this nature should be handled in accordance with paragraphs 14.2 and 14.4.

14.12. Forced Leave. Management uses forced leave when reduced or suspended business operations result in temporarily reduced or suspended work schedules. It is usually LWOP, which temporarily places an employee in a nonwork, nonpay status; however, regular employees may take annual leave instead of LWOP.

14.12.1. Reasons for forced leave include lack of business, slow business or facility repair or remodeling. Forced leave may also be required when business operations are temporarily reduced or suspended due to facility damage, breakdowns in equipment, power outage, or other unforeseeable curtailment of activities, excluding those circumstances explained in paragraph 14.9.

14.12.2. When an employee's work hours are temporarily reduced for one workday or more, the procedures in table 14.1 are used. When an employee's work schedule is suspended temporarily, the procedures in table 14.2 are used.

14.12.3. When a written notice is required, it includes:

- A statement that the employee's work hours or work schedule is temporarily reduced or suspended.
- The number of hours reduced, or the length of time the work schedule is temporarily suspended.
- If the work schedule is suspended, the date the suspended work schedule begins and the date the employee is to return to work.
- The specific reason for the suspended schedule.
- A statement to regular employees that annual leave may be taken instead of LWOP.
- A statement advising the employee if he or she considers the action to be unfair or disagrees with the reasons for the action, he or she may file a grievance.

Table 14.1. Temporary Reduction of Daily Workhours.

RULE	A If an employee is	B and the number of hours in the workday is reduced for	C then the employee is placed on	D and the employee is given
1	any employee	1 day and employee is already on duty or just reporting for duty	LWOP after a minimum of 2 hours in a work or pay status, for the balance of the workday (see note 1)	no advance notice.
2	any employee	1 through 7 calendar days	LWOP for the number of reduced hours (see note 1)	verbal notice no later than the end of the previous workday (see note 2).
3	any employee	8 through 14 calendar days	LWOP for the number of reduced hours (see note 1)	written notice 7 calendar days in advance of the action.
4	a flexible employee	15 or more calendar days	LWOP for the number of reduced hours	written notice 7 calendar days in advance of the action.
5	a regular employee	15 or more calendar days	LWOP for the number of reduced hours (see note 1)	written notice 15 calendar days in advance of the action (see note 3).

NOTES:
1. Regular employees may take annual leave instead of LWOP.
2. If proper notice is not given, employee is excused with pay, without charge to leave for the number of reduced hours in the first work shift.
3. If proper notice is not given, employee is excused with pay, without charge to leave for the number of reduced hours during the required notice period.

Table 14.2. Temporary Suspension of a Daily or Weekly Work Schedule.

RULE	A If an employee is	B and no work is available for	C then the employee is placed on	D and the employee is given
1	any employee	1 full workday but not to exceed 7 calendar days	LWOP for the number of suspended hours (see note 1)	verbal notice no later than the end of the previous workday (see note 2).
2	a flexible employee	8 or more calendar days	LWOP for the number of suspended hours	written notice 7 calendar days in advance of the action (see notes 3 and 4).

NOTES:
1. Regular employees may take annual leave instead of LWOP.
2. If proper notice is not given, employee is excused with pay, without charge to leave for the first workday.
3. If proper notice is not given, employee is excused with pay, without charge to leave for the number of scheduled workdays in the required notice period.
4. Business based action procedures are used for regular employees whose schedules are suspended for eight or more calendar days.

14.13. Voluntary Leave Transfer Program (VLTP).

14.13.1. **Scope and Applicability.** VLTPs are established on an installation-wide basis and operate under the jurisdiction of the Services Squadron commander or director. Only regular NAF employees, who earn sick and annual leave, are eligible to participate. Leave cannot be donated to flexible employees, who are ineligible to earn paid leave.

14.13.2. **Description of the Program.** The VLTP permits AF NAF employees to donate annual leave to other AF NAF employees who suffer a substantial loss of income, because they have insufficient sick and annual leave to cover a lengthy period of absence caused by a medical emergency. Affected employees submit an application through the first-level supervisor to the approving official. The VLTP is not used to cover absences of 80 hours or less; such absences can be covered by advancing leave to the affected employee, or by LWOP.

14.13.3. **Definitions**:

14.13.3.1. Approving Official. The individual who has final authority to approve or disapprove VLTP applications. The Services Squadron commander or director at base level, or the higher headquarters equivalent at MAJCOMs, DRUs, and FOAs.

14.13.3.2. Leave Donor. An employee who submits a voluntary written request to transfer a specific number of accrued annual leave hours to the annual leave account of a leave recipient.

14.13.3.3. Leave Recipient. A regular NAF employee whose application to receive annual leave from leave donors is approved.

14.13.3.4. Medical Emergency. A documented medical condition of an employee or an immediate family member of such employee that is likely to require an employee's absence from duty for a prolonged period of time (in excess of 80 hours), and that results in a substantial loss of income to the employee because of the unavailability of paid leave.

14.13.3.5. VLTP Eligible Employee. A regular NAF employee who accumulates sick and annual leave.

14.13.4. **Employee Application Procedures**:

14.13.4.1. An employee makes written application to the first-level supervisor to become a leave recipient. If the employee is not capable of making application on his or her own behalf, a personal representative of the potential leave recipient may make written application for the employee.

14.13.4.2. The application is in memorandum format, requests that the employee be approved as a leave recipient, and contains the following information:

- The employee's name, social security number, position title, grade and step or pay band, hourly rate of basic pay, number of guaranteed hours per week, organization and duty location.
- The employee's relationship to the family member; e.g., spouse, child, parent, etc, if the medical condition pertains to a family member.
- A brief description of the nature, severity and anticipated duration of the medical emergency, and if it is a recurring one, the approximate frequency of the medical emergency.
- The date the employee's absence began, the date that leave is expected to run out, and the date of anticipated return to duty.
- The exact amount of existing annual and sick leave in the employee's account, if known. If the exact amount is not known, an estimate of the amounts of leave. A copy of the latest leave record can be attached to the memorandum, if available.
- Certification from one or more physicians, or other appropriate experts, with respect to the medical emergency, or any additional information that is required to support the request.
- An address and telephone number where the employee and his or her representative, if any, can be reached during the emergency.
- A Privacy Act statement, such as: "I understand my rights under the Privacy Act, and I agree to disclosure of the information contained in this application and its attachments to be used by management in efforts to collect leave for my leave account." If there is any information in the application or the attachments that the employee wants kept private, this should be mentioned in the application. The supervisor advises the employee whether withholding the information will adversely affect efforts to collect leave.
- A statement that the employee understands that he or she must use all existing annual and sick leave before any donated leave from other employees is used, and that donated leave is not used to compute a lump sum leave payment if the employee is separated.
- The employee's signature, or that of the representative, if any, and the date.

14.13.5. **Supervisory Action on Applications.** The first-level supervisor reviews the application for completeness and accuracy. When the application is found to be acceptable, the supervisor, within five calendar days, endorses the memorandum to the approving official with a recommendation for either approval or disapproval.

14.13.5.1. If approval is recommended, the endorsement reads: "Recommend approval. The information is correct to the best of my knowledge. Current leave balances have been verified with the NAF payroll office. I understand I must verify each pay period whether the employee's medical emergency is continuing as far as I am able to determine. I will notify the payroll office to take the employee off paid leave status as soon as the employee returns to work, resigns, or is otherwise separated, or as soon as the medical emergency ends, whichever occurs first."

14.13.5.2. If disapproval is recommended, the endorsement describes the reasons for the recommendation.

14.13.6. **Approving Official Action on Applications**:

14.13.6.1. The approving official notifies the leave recipient in writing within five working days whether or not the application is approved.

14.13.6.2. If approved, a copy of the memorandum is provided to the supervisor, the HRO, and the NAF payroll office. The memorandum serves as notification that the application is approved, authorizes the HRO to proceed with appropriate publicity, and authorizes the payroll office to accept leave donations.

14.13.6.3. If the application is disapproved, the official writes a memorandum to the employee explaining the reasons for disapproval. A copy of the memorandum is sent to the first-level supervisor. Disapproval is not a matter subject to NAF grievance or appeal procedure.

14.13.7. **HRO Action on Applications**. The HRO issues publicity to solicit donations from eligible employees through appropriate publicity channels (informational bulletins, circulars, bulletin board notices, etc.) as determined locally. Publicity releases explain the nature of the medical emergency; e.g., "chemotherapy treatments which will completely incapacitate the employee for X length of time," but are not needlessly graphic, clinically detailed, or phrased in medical jargon not generally understood. Do not disclose medical information that the leave recipient has indicated he or she wants private.

14.13.8. **Donor's Action**:

14.13.8.1. Eligible employees volunteer to donate leave by submitting a request in writing to their first-level supervisor. The request contains the following information:

- A statement that the donor volunteers to donate (number) hours of annual leave to (the leave recipient).
- The donor's name, position title, grade and step or pay band, rate of pay, number of guaranteed hours, organization and duty location.
- The donor's approximate annual leave balance. Only currently accrued annual leave personally earned is contributed. Employees who have received leave as a result of the VLTP, or who have been credited with advanced leave for any purpose, cannot donate that leave. A donation of leave to be earned in future pay periods is not allowed.
- A statement that the donor expects and will accept nothing in return for the donation.
- The employee's signature and date.

14.13.9. **Processing Leave Donation Requests**:

14.13.9.1. **General**:

14.13.9.1.2. The maximum leave donation is limited to no more than one-half of the total amount of annual leave the donor is entitled to accrue during the leave year in which the donation is made; e.g., an employee who earns 110 hours of annual leave may donate a maximum of 55 hours.

14.13.9.1.3. Leave is transferred on an hour for hour basis in whole hours only. The VLTP leave recipient is credited with the full amount of leave hours donated, even in those cases where the VLTP leave donor has a different basic rate of pay.

14.13.9.1.4. Leave, once transferred, becomes available to the leave recipient for retroactive credit to periods of LWOP, and to liquidate an indebtedness for advanced leave granted as a result of the medical emergency, and for usage in the same manner as if it had been accrued by the individual. Leave recipients accrue sick and annual leave for all time covered by donated leave at the same rate as for normal leave accrual.

14.13.9.1.5. The establishment of a pool or bank of transferred annual leave is not authorized.

14.13.9.1.6. If the employee's medical emergency terminates, the amount of unused leave previously credited remains in the recipient's leave account. However, no further donation of leave is credited beyond the termination date of the emergency.

14.13.9.2. **Procedures**:

14.13.9.2.1. The supervisor verifies accuracy and completeness of leave donation requests and forwards them to the HRO.

14.13.9.2.2. The HRO verifies employment information in the requests and forwards them to the NAF payroll office.

14.13.9.2.3. The NAF payroll office validates leave balances, ensures compliance with the policies in paragraph 14.13.9.1, and transfers leave to the account of the VLTP recipient.

14.13.10. **Termination of the Medical Emergency.** Once a medical emergency is recognized, it is important to monitor the status of the emergency to ensure that the leave recipient continues to be affected by the emergency. The first-line supervisor is usually the primary link in accomplishing this evaluation.

14.13.10.1. When the supervisor learns from the leave recipient, a representative, or through other means, that the medical emergency is over, or no longer requires the absence from work of the leave recipient, the supervisor immediately writes a memorandum to the NAF payroll office, with copies to the recipient, the approving official, and the HRO. The memorandum includes:

14.13.10.1.1. The name and organization of the leave recipient.

14.13.10.1.2. A statement that the medical emergency is terminated and the exact date of the termination. If there are unusual circumstances surrounding the termination of the medical emergency, these are described, e.g., if the employee is medically able to work but wishes to remain absent for an additional period of time for other reasons, etc.

14.13.10.1.3. The date and time he or she returned if the employee has returned to work.

14.13.10.1.4. The supervisor's signature and date.

14.13.10.2. The medical emergency affecting a leave recipient terminates when the leave recipient's employment is terminated or when the leave recipient is no longer affected by a medical emergency.

14.13.10.3. The HRO discontinues soliciting leave donations and notifies donors and potential donors that the emergency is over, using the same publicity avenues used to attract donors. Donations already in process are continued if a negative leave balance remains in the leave recipient's account.

14.13.10.4. The NAF payroll office takes the employee off paid leave status and places the employee in the appropriate status, i.e., duty, LWOP, etc. Excess donated leave is used to offset shortfalls in prior pay periods due to absences not covered by leave caused by the same medical emergency. If donated leave remains, the NAF payroll office restores annual leave on a pro-rated basis to the donors, and notifies each donor of the amount of annual leave restored.

14.14. Family and Medical Leave Program.

14.14.1. **Background.** The FMLA was enacted into law on 5 Feb 93 with an effective date of 5 Aug 93.

14.14.2. **Purpose.** The FMLA established a family and medical leave pProgram for Federal employees. An employee is entitled, during a 12-month period, to a total of 12 weeks of *unpaid* family and medical leave, with employment and benefit protection, for one or more of the following reasons: (a) the birth of a son or daughter of the employee and the care of such son or daughter; (b) the placement of a son or daughter with the employee for

adoption or foster care; (c) the care of a spouse, son, daughter, or parent of the employee if such spouse, son, daughter, or parent has a serious health condition; or (d) a serious health condition of the employee that makes the employee unable to perform the essential functions of his or her position. Family leave covers the situations described in (a), (b), and (c), above; medical leave covers the situation described in (d), above.

14.14.3. **Notification Requirement.** A notice describing the FMLA's provisions is posted in a prominent place in the worksite. The notice is at least 8 1/2 inches by 11 inches, and is fully legible. Figure 14.1 is used as the basis for the required notice to employees.

14.14.4. **Coverage.** The FMLA applies to all NAF employees, regular and flexible, who are otherwise eligible under these provisions.

14.14.5. **Service Requirement.** To be eligible to take family or medical leave, an employee must complete at least 12 months of service as an employee, excluding military service (other than military duty performed while in a civilian position.) The 12 months of service does not need to be current service nor 12 continuous months of service.

14.14.6. **Type of Leave**:

14.14.6.1. Family and medical leave is in addition to annual leave, sick leave, advanced annual or sick leave, other LWOP, leave made available under the VLTP, and compensatory time off available to the employee. It is an entitlement that provides an employee 12 workweeks of *unpaid* leave in a 12-month period for certain family and medical needs. A father and a mother are *each* entitled to 12 workweeks of unpaid leave for a birth, adoption, placement, or for the care of a son or daughter with a serious health condition.

14.14.6.2. Family or medical leave is not subtracted from the employee's entitlement unless the employee confirms for management that he or she is invoking the entitlement to such leave. Once invoked, the 12 month period begins on the date an employee first takes leave for a family or medical need and continues for 12 months.

14.14.6.3. In cases involving the birth or placement of a child, family leave must be concluded within 12 months after the date of birth or placement. Such leave may begin prior to or on the actual date of birth or placement.

14.14.6.4. The 12 workweek period is the maximum period of leave an employee is entitled to for *both* family and medical leave during the 12-month period. To the extent that an employee has previously taken family leave, the employee's entitlement to medical leave may be less than 12 workweeks and vice versa.

14.14.6.5. Family and medical leave is available to full-time and part-time employees. A total of 12 workweeks is available in direct proportion to the number of hours in the employee's regularly scheduled workweek. The leave entitlement is calculated on an hourly basis to equal 12 times the average number of hours in the employee's regularly scheduled workweek. If the number of hours in an employee's workweek varies from week to week, a weekly average of the hours scheduled over the 12 workweeks prior to the date leave commences is used as the basis for the calculation.

14.14.6.6. If the number of hours in an employee's workweek is changed during the 12-month period of family or medical leave, entitlement to any remaining family and medical leave is recalculated based on the number of hours in the employee's current workweek.

14.14.7. **How to Remain in a Pay Status When Invoking Family or Medical Leave**:

14.14.7.1. An employee may elect to substitute accumulated annual or sick leave; advanced annual or sick leave; leave made available under the voluntary leave transfer program; compensatory time off, for any or all of the family or medical leave needed. An employee may not substitute sick leave in any situation in which sick leave would not normally be provided under current law and regulation. An employee who substitutes paid time off for the unpaid leave is, for benefit purposes, treated as an employee in pay status versus LWOP.

14.14.7.2. The election to remain in pay status is made prior to the date paid time off commences. An employee may not retroactively substitute paid time off for LWOP under this program. Management may not deny an employee's right to substitute paid time off for any or all of the period of family or medical leave taken. Nor may management require an employee to substitute paid time off for any or all of the period of such leave.

14.14.8. **Intermittent Leave or Reduced Leave Schedule**:

14.14.8.1. An employee may choose to take medical leave, or family leave to provide care for a family member, on an intermittent basis or in the form of a reduced workday/workweek (referred to as a reduced leave schedule) when medically necessary, and when agreed to by management. If the leave taken under these conditions is foreseeable based on planned medical treatment or recovery from a serious health condition, management may place the employee, temporarily, in an available alternative position for which the employee is qualified and that can better accommodate the recurring periods of leave.

14.14.8.2. An alternative position must be in the same commuting area; provide an equivalent grade or pay level; the same type of appointment, work schedule, and the same employment benefits available in the employee's previous position. Pay level includes any applicable interim geographic adjustment, special rate of pay, locality-based comparability payment, or special salary rate. Upon termination of the circumstances that required the medical or family leave, the employee is returned to his or her permanent position or an equivalent position addressed later in this guidance.

14.14.8.3. An employee may not take leave on an intermittent basis or under a reduced leave schedule for the birth or placement of a child unless the employee and management agree.

14.14.9. **General Definitions**:

14.14.9.1. Four terms used in the definition of "son or daughter" have been grouped together for ease of reference:

14.14.9.1.1. Son or daughter means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is under 18 years of age or 18 years of age or older and incapable of self-care because of mental or physical disability.

- Adopted refers to a legal process in which an individual becomes the legal parent of another's child. The source of an adopted child--e.g. whether from a licensed placement agency or otherwise--is not a factor in determining eligibility for family leave.
- In Loco parentis refers to the situation of an individual who has day-to-day responsibility for the care and financial support of a child or, in the case of an employee, who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary. For example, an employee who lives with, cares for, and acts as a parent to the employee's grandchild or an employee who is divorced from the parent with custody would be entitled to family leave should the child need care for a serious health condition.
- Incapable of self-care refers to the situation of a son or daughter who requires active assistance or supervision to provide daily self-care in several of the activities of daily living. Activities of daily living include adaptive activities such as caring appropriately for one's grooming and hygiene, bathing, dressing, eating, cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones and directories, and using a post office.
- Mental or physical disability refers to a disability as defined in 29 CFR 1630.2(g).

14.14.9.1.2. Foster care means 24-hour care for children in substitution for, and away from, their parents or guardian. Such placement is made by or with the agreement of the state as a result of a voluntary agreement by the parent or guardian that the child be removed from the home, or pursuant to a judicial determination of the necessity for foster care, and involves agreement between the state and foster family to take the child.

14.14.9.1.3. Parent means a biological parent or an individual who stood in loco parentis to an employee when an employee was a child. For example, a grandparent who lived with and acted as a parent to the child. The term parent does not include parents in law.

14.14.9.1.4. Spouse means a husband or wife, as defined or recognized under applicable state law for purpose of marriage, including common law marriage in states where it is recognized.

14.14.10. **Employee Notice to Management.** If the need for leave is foreseeable, the employee is required to provide 30 calendar days notice before the leave is to begin. If events beyond the control of the employee require an employee to begin family or medical leave before the full 30 day notice can be provided, the employee remains responsible for providing as much notice as is practical. This notice suffices as the employee's notification of intent to invoke his or her entitlement to family or medical leave. If necessary, notice may be given by an employee's personal representative (e.g., a family member or other responsible party.)

14.14.10.1. If an employee's need for leave under paragraph 14.14.2(c) or (d) is forseeable based on planned medical treatment, the employee consults with management and makes a reasonable effort to schedule medical treatment so as not to unduly disrupt the operations of the employer, subject to the approval of the health care provider. Management may, for justifiable cause request that an employee reschedule medical treatment, subject to the approval of the health care provider.

14.14.10.2. If an employee's need for leave is foreseeable, and the employee fails to give 30 days notice with no reasonable excuse for the failure, management may delay the taking of leave until at least 30 days after the date the employee provides the required notice.

14.14.10.3. When an employee invokes family or medical leave, management provides guidance concerning the employee's rights and obligations under this program.

14.14.11. **Defining a Serious Health Condition.** An employee may take family leave in order to care for a spouse, son or daughter, or parent with a serious health condition or medical leave because of the employee's own serious health condition that makes the employee unable to perform the functions of his or her position. In defining a serious health condition the terms continuing treatment, health care provider and unable to perform the essential functions are used. Definitions of all four terms are:

14.14.11.1. Serious health condition means an illness, injury, impairment, or physical or mental condition that involves:

- Any period of incapacity or treatment in connection with or consequent to inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility.
- Any period of incapacity requiring absence from work, school or other regular daily activities of

more than three calendar days, that also involves continuing treatment by (or under the supervision of) a health care provider.

- Continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days; or for prenatal care.

14.14.11.2. Continuing treatment is one or more of the following situations where an employee or an employee's spouse, son, daughter or parent:

- Is treated two or more times for an illness or injury by a health care provider.
- Is treated two or more times for an illness or injury by a health care provider under the orders of, or on referral by, the individual's health care provider *or* is treated for the illness or injury on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider--e.g., a course of medication or therapy--to resolve the health condition.
- Is under the continuing supervision of the health care provider, but is not necessarily actively treated by the health care provider, due to a serious long-term or chronic condition or disability which cannot be cured--e.g., Alzheimer's disease, severe stroke, or terminal stages of a disease.

14.14.11.3. Health care provider means:

- A licensed Doctor of Medicine or Doctor of Osteopathy who is authorized to practice medicine or surgery (as appropriate) by the state in which the doctor practices.
- A physician who is serving on active duty in the uniformed services and is designated by the uniformed service to conduct examinations.
- A person providing health services who is not a medical doctor, but who is certified by a national organization *and* licensed by a state to provide the service in question.
- A Christian Science practitioner listed with the First Church of Christ, Scientist in Boston, Massachusetts.

14.14.11.4**.** Unable to perform the essential functions of his or her position means the fundamental job duties of the employee's position. It is not necessary that an employee literally be so physically or mentally incapacitated that he or she is unable to work in order to meet the requirement of being unable to perform the essential functions of his or her position. An employee who must be away from work to receive medical treatment or for continuing medical supervision meets this requirement. For example, an employee undergoing kidney dialysis must be away from work to receive dialysis treatment, a cancer patient may require chemotherapy treatments, an individual who has suffered a serious car accident may require periodic physical therapy under medical supervision.

NOTE: The following examples of a serious health condition were cited in the legislative history: heart attacks, heart conditions requiring heart bypass or valve operations, most cancers, back conditions requiring extensive therapy or surgical procedures, strokes, severe respiratory conditions, spinal injuries, appendicitis, pneumonia, emphysema, severe arthritis, severe nervous disorders, injuries caused by serious accidents, pregnancy, complications or illnesses related to pregnancy (such as severe morning sickness), the need for prenatal care, childbirth and recovery from childbirth.

14.14.11.4.1. Conditions or medical procedures that would not normally be covered by the Act include minor illnesses that last only a few days and surgical procedures that typically do not involve hospitalization and require only a brief recovery period. (Complications arising out of such procedures that develop into serious health conditions are covered.) Voluntary or cosmetic treatments (such as most treatments for orthodontia or acne) that are not medically necessary are not covered, unless overnight inpatient hospital care is required. Restorative dental surgery after an accident or removal of cancerous growths are included if the other conditions are met, e.g., the condition requires an absence of more than 3 days. Treatments for allergies and stress are also included if the other conditions are met. Routine physical examinations are excluded.

14.14.11.4.2. Treatment of substance abuse is also included, such as when a stay in an inpatient treatment facility is required. On the other hand, absence because of the employee's use of the substance, without treatment, does not qualify for leave under the FMLA.

14.14.12. **Medical Certification**:

14.14.12.1. Management may require written certification from a health care provider of the need for an employee to take medical leave or family leave to care for a family member with a serious health condition. The employee pays the expense for and selects the health care provider to provide the original certification. Medical certification includes:

- The date on which the serious health condition commenced.
- The probable duration of the serious health condition.
- The appropriate medical facts within the knowledge of the health care provider regarding the serious health condition, including a general statement as to the incapacitation, examination, or treatment that is required by a health care provider.
- If applicable, a statement from the health care provider that the son, daughter, spouse or parent of the employee requires psychological comfort and/or

physical care; needs assistance for basic medical, hygienic, nutritional, safety, or transportation needs or in making arrangements to meet such needs (e.g., care by a visiting nurse, placement in a special school); and would benefit from the employee's care or presence.

- If applicable, a statement from the employee on the care he or she will provide and an estimate of the amount of time needed to care for his or her spouse, son, daughter or parent.
- If applicable, a statement that the employee is unable to perform the essential functions of his or her position, based on written information provided by management on the essential functions of the employee's position (e.g., such as a copy of the employee's PD and/or performance standards) or, if not provided, discussion with the employee about the essential functions of his or her position.
- If applicable, the dates on which planned medical treatment is expected to be given and the duration of such treatment (required to certify the need for intermittent leave or leave on a reduced leave schedule.)

14.14.12.2. In situations where an employee is unable to provide requested medical certification before leave begins, management grants the leave on a provisional basis (provisional leave). If ultimately, the employee fails to provide the required certification, management may allow the employee to have the provisional leave charged to LWOP, the employee's annual and/or sick leave account, as appropriate, or may charge the employee as AWOL. Appropriate disciplinary action should be taken against an employee who knowingly provides false medical certification of the need for leave.

14.14.12.3. To remain entitled to leave to care for a family member or for the employee's own illness, the employee or the employee's spouse, son, daughter, or parent must comply with any requirement from management that he or she submit to examination (though not treatment) to obtain a second or third medical certification from a health care provider other than the individual's health care provider. If the individual refuses to submit to such examination and the employee fails to provide medical certification, the employee may be denied family or medical leave.

14.14.12.4. When there is reason to doubt the validity of the medical certification, management may require, at the expense of the installation, that the employee obtain the opinion of a second health care provider designated or approved by management, concerning the information in the original certification. This health care provider cannot be employed by the DoD or be under its administrative oversight on a regular basis unless access to health care is extremely limited--e.g., a rural area or an overseas location where no more than one or two health care providers practice in the relevant specialty, or the only health care providers available are employed by the DoD.

14.14.12.5. In cases where the second opinion differs from the original certification, management may require, at the expense of the installation, that the employee obtain the opinion of a third health care provider designated or approved jointly by management and the employee, concerning the information in the original certification. Management and the employee must act in good faith to reach agreement on the third health care provider. The opinion of the third health care provider regarding the need for leave is binding upon management and the employee.

14.14.12.6. Management may require, at the installation's expense, subsequent medical recertification from the health care provider on a periodic basis, not more often than every 30 calendar days. Management may require subsequent medical recertification more frequently if the employee requests that the original leave period be extended, the circumstances described in the original medical certification have changed significantly, or the agency receives information that casts doubt upon the continuing validity of the medical certification.

14.14.13. **Health Insurance.** Health insurance continues during periods of family and medical leave for an employee enrolled in the health insurance program. During periods of *unpaid* family or medical leave, an employee is treated in the same manner as any other employee who continues coverage while on LWOP.

14.14.14. **Unemployment Compensation.** An employee who is on unpaid family or medical leave is ineligible for unemployment compensation benefits since the employee is considered employed and not available for work.

14.14.15. **Greater Leave Entitlements.** Management complies with any collective bargaining agreement or any employment benefit program or plan that provides greater family or medical leave entitlements to employees than those provided under this guidance. Conversely, the entitlements established for employees under this guidance may not be diminished by any collective bargaining agreement or any employment benefit program or plan.

14.14.16. **Records and Reports**:

14.14.16.1. Medical certifications are subject to the provisions of 5 CFR 293, subpart A, for safeguarding information.

14.14.16.2. Reports on the use of family and medical leave are required. At a minimum, the following information concerning each employee who takes family or medical leave is maintained:

- The employee's rate of basic pay.
- The occupational series of the employee's position.
- The number of hours of unpaid family and medical leave taken.

- Whether those hours were family leave or medical leave.

14.14.16.3. When an employee transfers, the losing organization supplies the gaining organization with information on family and medical leave taken during the 12 months prior to the transfer. Specifically, the beginning and ending dates of the employee's 12-month period and the number of unpaid family and medical leave hours taken during the employee's 12-month period.

14.14.17. **Prohibition of Coercion**:

14.14.17.1. Any interference with an employee's right to take family or medical leave is prohibited. Accordingly, no employee may directly or indirectly intimidate, threaten, or coerce, or attempt to intimidate, threaten or coerce

any other employee for the purpose of interfering with the employee's right to family and medical leave. This includes promising to confer or conferring any benefit (such as appointment, promotion or compensation), or taking or threatening to take any reprisal (such as deprivation of appointment, promotion or compensation).

14.14.17.2. This prohibition does not preclude discussions on scheduling leave in a manner that assists the supervisor in planning for the performance of work during the employee's absence. Nor does it prohibit the requirement for medical certification, recertification, or subsequent opinions.

14.14.18. **Enforcement.** Employees who believe management has not fully complied with the FMLA or this guidance may file a grievance under the administrative grievance procedures or negotiated grievance procedures, as appropriate.

14.14.19. **Returning From Family or Medical Leave**:

14.14.19.1. An employee who takes family or medical leave is entitled to return to the position held immediately before taking family or medical leave.

14.14.19.2. On rare occasions, when returning an employee to the same position imposes extreme hardship, management has the flexibility to place the employee in an equivalent position with equivalent benefits, pay, status, and other terms and conditions of employment.

14.14.19.3. An equivalent position is in the same commuting area and carries or provides at a minimum: (a) the same or substantially similar duties and responsibilities which must entail substantially equivalent skill, effort, responsibility and authority; (b) an equivalent grade or pay level including any applicable interim geographic adjustment, special rate of pay; any locality-based comparability payments; or any special salary rate; (c) the same type of appointment and work schedule; (d) the same employment benefits made available to the employee in his or her previous position; (e) opportunity for WGIs and performance awards; (f) the same or equivalent premium pay consistent with applicable law and regulation; and (g) the same or equivalent opportunity for training or education benefits consistent with applicable law and regulation, including any training that an employee is required to complete to qualify for his or her previous position.

14.14.19.4. Management may not return an employee to an equivalent position where written notification has been provided that the equivalent position will be affected by a business based action if the employee's previous position is not affected by a business based action.

14.14.19.5. Upon the employee's return to work, employment benefits (e.g., health insurance, life insurance) are provided at the same level to which the employee would have been entitled had the employee not taken family or medical leave. Basically, the employee's benefits are treated the same way as those of any other employee returning from a LWOP status.

14.14.19.6. Conversely, an employee has no greater rights to restoration or benefits than the employee would have had if the employee had not taken family or medical leave. For example, if there had been a business based action or transfer of function, the employee would not be entitled to be treated any differently than he or she would have been had the employee not been on family or medical leave.

14.14.19.7. As a condition of returning, management may require the employee to obtain written medical certification from a health care provider of the employee that the employee is able to perform the essential functions of his or her position. This condition applies only to those employees who take medical leave (an employee's own serious health condition). Management may only require such medical certification from employees in positions that have specific medical standards, physical requirements, or who are covered by a medical evaluation program. When this condition of returning is applied, management notifies the employee of the requirement before leave commences and pays the expenses for obtaining the written medical certification.

14.14.20. **Interaction with Other Laws.** The family and medical leave entitlement does not modify or affect any federal law prohibiting discrimination. If the entitlements under the Family and Medical Leave Program conflict with any federal law prohibiting discrimination, management must comply with whichever statute provides greater entitlement to employees. For example, if because of an illness or injury, a regular employee cannot perform the essential functions of his or her position, the FMLA entitles an employee to take leave either on an intermittent or continuous basis and to retain the regular position of record. This entitlement continues until the 12 workweeks of leave are exhausted. At the end of the FMLA entitlement, an employee is entitled to be returned to his or her same position or placed in an equivalent position with pay and benefits equivalent to those held by the employee when leave commenced--i.e., those of a regular position. If the employee is unable to perform the essential duties of the previous position, the Rehabilitation

Act may, depending on the nature of the employee's disability, require an agency to attempt accommodation. If, for example, the effort to accommodate results in the employee being placed in a flexible position, the employee would be entitled only to those benefits provided to flexible employees.

14.15. Record of Leave Data. The SF-1150 is completed whenever an employee leaves, for any reason, a regular position. The HRO completes the name, social security number, date and nature of separation blocks on the SF-1150 when a regular employee separates from NAF employment (i.e., a removal, separation, termination, resignation, retirement or transfer out), as well as when a regular employee is changed to a flexible employment category. The HRO forwards the SF-1150 to payroll along with the AF Form 2545 documenting the personnel action. The payroll office records the balance of sick leave and annual leave hours; annotates any lump sum leave paid, and the hourly rate at which it was paid; and records any family or medical leave taken in the past 12-month period. The original copy of the SF-1150 is returned to the HRO for filing in the employee's OPF.

Figure 14.1. Notification Requirements.

YOUR RIGHTS UNDER FMLA

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons. Employees are eligible if they have worked for a covered employer for at least 12 months.

REASONS FOR TAKING LEAVE: Unpaid leave is granted for *any* of the following reasons:

- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

At the employee's or employer's option, certain kinds of *paid* leave may be substituted for unpaid leave.

ADVANCE NOTICE AND MEDICAL CERTIFICATION: The employee is required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met.

- The employee ordinarily must provide 30 days advance notice when the leave is "foreseeable."
- An employer may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the employer's expense) and a fitness for duty report to return to work.

JOB BENEFITS AND PROTECTION:

- For the duration of FMLA leave, the employer maintains the employee's health coverage under any "group health plan." The employee pays their portion of the insurance contribution while on FMLA leave.
- Upon return from FMLA leave, most employees are restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.
- The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

UNLAWFUL ACTS BY EMPLOYERS: FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA;
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

ENFORCEMENT:

- An employee who believes management has not fully complied with the FMLA Act may file a grievance under the administrative grievance procedures, or negotiated grievance procedures, as appropriate.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FOR ADDITIONAL INFORMATION: Contact the Human Resources Office.

Chapter 15

BENEFITS PROGRAMS

15.1. Coverage. This chapter covers the benefits programs provided eligible NAF employees including the retirement, group life and health insurance, and flexible benefits plans. It also provides basic information concerning other entitlements for NAF employees, including those statutory entitlements in the Old Age, Survivor and Disability Insurance Program (social security), the Hospital Insurance Program for Aged and Disabled Persons (Medicare), Workers' Compensation Program, and the Federal Unemployment Compensation program. Details of the contents, and procedural guidance for administering the AF-sponsored programs in this chapter, are outlined in AFI 34 series publications, and in other publications prepared and distributed by HQ AFSVA/SVX. Employees may obtain detailed information pertaining to Social Security and Medicare from their local Social Security Administration office.

15.2. AF NAF Employee Retirement Plan. There are two plans under which AF NAF employees may accrue benefits to provide income after their retirement from active employment: the Social Security and the AF NAF Retirement Plan. The NAF Retirement Plan is the only AF-sponsored plan for which employing NAFIs are authorized to contribute on behalf of NAF employees. The basic provisions for administering the plan, and for enrolling, terminating, and retiring employees are in AFI 34-302.

15.2.1. Generally, to be eligible to participate, an employee must be a regular civilian employee (excluding ODM) and be employed by an AF NAFI in the US, or if employed outside the US, the employee must be a US civilian (citizen, permanent resident, or non-citizen national of the US) paid on the US dollar payroll. Refer to AFI 34-302 for specific participant eligibility.

15.3. Disability. There is no separate program for disability income for AF NAF employees. Primary benefits are available under social security. In addition, although the NAF Retirement Plan does not have provisions for disability retirement, plan participants who become totally and permanently disabled may be eligible for disability annuity payments.

15.4. Group Life, Accidental Death and Dismemberment, and Health Insurance Programs. This program provides eligible employees with life, accidental death and dismemberment, and health insurance protection at a moderate cost to the employer and employee. This is the only AF-sponsored plan for which employing NAFIs are authorized to contribute on behalf of NAF employees. The program may also include a qualified health maintenance organization (HMO) alternative plan. The basic provisions for administering these programs are in AFI 34-305 and AFI 34-306.

15.4.1. Participation is optional. The plan is a joint contributory one in which both the enrolled employee and employing NAFI share the costs. Generally, to be eligible to participate, an employee must be a regular civilian employee, and be employed by an AF NAFI in the US, or if employed outside the US, the employee must be a US civilian (citizen, permanent resident, or non-citizen national of the US) paid on the US dollar payroll. Regular off-duty enlisted US military personnel may not participate in the group health plan. Refer to AFI 34-305 and AFI 34-306 for specific participant eligibility.

15.4.2. Newly hired regular employees are eligible to enroll anytime during the first 30 days of employment. Coverage is effective as of the first day immediately following the completion of the 30-day period after their date of hire, or reclassification to an eligible employment status.

15.5. Flexible Benefits Plan (FBP). The AF NAF FBP allows NAF employees, and retirees, who are enrolled in the NAF Group Health Insurance Plan, the option to pay their health plan contributions with pre-tax earnings. The basic provisions for administering the FBP are in AFI 34-307.

15.5.1. Only employees enrolled in the NAF health plan are eligible to participate. If an employee is a participant in an HMO or a personal civilian health insurance plan, the employee is not eligible to participate in the FBP.

15.5.2. An employee who enrolls in the health plan during the initial 30-day period following eligibility, may also enroll in the FBP. The effective date of FBP coverage is the same as the effective date of health plan coverage. If an employee enrolls in the health plan at some date after the 30-day period, he or she may not always be able to begin participation in the FBP at the same time he or she begins participation in the health plan.

15.6. Social Security and Medicare.

15.6.1. US civilian NAF employees, with the exception of those participating in the CSRS through a portability election, must participate in social security. Both the employee and the employing NAFI contribute to the program which provides employees with their primary

retirement and disability insurance coverage. For eligible employees, the NAF Retirement Plan supplements the coverage provided by social security, with the benefits of the retirement plan being coordinated with the social security benefits.

15.6.2. All US civilian NAF employees must participate in the Hospital Insurance Program for Aged and Disabled (Medicare). Both the employee and the employing NAFI contribute to the program which provides medical insurance benefits to persons age 65 or older, and persons receiving social security disability benefits for 24 months or more. Active employees, otherwise eligible, may continue to participate in the NAF group health plan while employed, regardless of their age. Retired and former employees may not participate in the group health plan after age 65. Individuals who are receiving Medicare benefits based on disability may not participate in the group health plan.

15.7. NAF Employee Workers' Compensation Program. NAF civilian employees in the 50 states, the District of Columbia, Puerto Rico, Guam and other territories of the US, and US citizens, US nationals, or permanent residents of the US in overseas areas, are eligible for workers' compensation disability income and authorized medical expense benefits according to the Longshoremen's and Harbor Workers' Compensation Act. ODM personnel are excluded from coverage. Local national (LN) employees are provided workers' compensation benefits according to local law, treaty, agreement, or custom. Third-country national (TCN) employees are provided workers' compensation benefits according to established local policy. Refer to AFI 34-308, *Nonappropriated Fund Workers' Compensation Program*, for details on handling workers' compensation claims, including specific instructions on filling out mandatory AF and Department of Labor forms in processing employee job-related accidents or illnesses.

15.8. NAF Employee Unemployment Compensation Program. The Unemployment Compensation for Federal Employees (UCFE), a part of the Social Security Act, became effective 1 Jan 55 and is administered by the Secretary of Labor. The Secretary has entered into agreements with state employment security agencies (SESA) under which they, as agents of the US, pay certain compensation to federal employees according to their respective unemployment compensation laws. Included in the program are the 50 states, the District of Columbia, Puerto Rico, and the Virgin Islands. For the purpose of this program, federal service includes service as a NAF employee. SESAs are reimbursed from NAF funds. The Department of Labor bills federal agencies quarterly. Federal agencies reimburse the Federal Employees Compensation Account for benefits paid out to NAF claimants by the SESAs. The HRO and the servicing payroll office administer the UCFE program for NAF employees. Refer to AFI 34-309, *Nonappropriated Fund Unemployment Compensation (UC) Program*, for their respective responsibilities and detailed procedures for processing unemployment compensation claims.

Chapter 16

EMPLOYMENT OF NAF PERSONNEL IN FOREIGN AREAS

16.1. Terms Explained.

16.1.1. **Direct Hire System.** This system ensures that US forces are, in fact, the official employer and, as such, assume the responsibility for all administrative and management functions in connection with the employment.

16.1.2. **Foreign Area.** That area (including the Trust Territory of the Pacific Islands) located outside the US, the Commonwealth of Puerto Rico, the Republic of Panama, and US possessions.

16.1.3. **Host Country.** For the purpose of this manual, host country means a nation in which representatives or organizations of another state are present because of government invitation and/or international agreement.

16.1.4. **Host Government.** The political authority of the foreign country where US forces are stationed, under provisions of a treaty or agreement.

16.1.5. **Indirect Hire System.** This system ensures that the host government assumes the responsibility of meeting the needs of US forces for local national personnel and that the host government is in fact, the official employer of such personnel.

16.1.6. **LNs.** Citizens and permanent residents of the host country.

16.1.7. **Local Prevailing Rates.** Those rates, determined by wage surveys, paid to local national personnel.

16.1.8. **Non-US Citizen.** Any person who is not a US citizen.

16.1.9. **Resident Aliens.** People who are foreign-born living in the host country and who have not become naturalized citizens.

16.1.10. **TCNs.** Citizens of a country other than the US or the host country who are employed in the host country.

16.1.11. **US National.** Any person who was born:

- In an outlying possession.
- Of parents who are nationals of the US in any outlying possession of the US.

- Of unknown parents in an outlying possession of the US.

16.2. Staffing.:

16.2.1. To adequately staff NAFI activities overseas, commanders employ or assign a mixture of personnel. These include:

- LNs.
- TCNs.
- US citizens and US nationals recruited from the US (usually for executive and managerial positions).
- US citizens, US nationals, and other resident aliens who reside in the host country and are recruited locally, or who are recruited outside the local area but not from the US.
- Family members of military and civilian personnel stationed overseas.
- Part-time ODM personnel.

16.2.2. AF policies for employing NAF personnel in the US basically apply to US citizens or US nationals in foreign areas, but must agree with existing treaties or agreements with host countries. Locally hired non-US citizen employees are employed according to customs and practices in those areas, and terms of country-to-country agreements and implementing directives.

16.2.3. DoD Directive 1400.6, *DoD Civilian Employees in Overseas Areas*, February 15, 1980, and DoD Instruction 1400.10, *Employment of Foreign Nationals in Foreign Areas*, December 5, 1980, prescribe the policies governing civilian personnel employed by DoD components in the US and overseas, and have been administratively extended to NAF employees. This chapter summarizes the essential elements in these directives and makes interpretations for NAF employees, as needed.

16.3. Specific Entitlements.

16.3.1. **US Citizens or US Nationals Recruited Locally**:

16.3.1.1. US citizens and US nationals residing in the host country are recruited locally by overseas NAFIs in accordance with established country-to-country agreements. Except in those instances where placement is made under the provisions of paragraphs 3.9, and 3.10, and paragraph 6.7, first priority must be given to the employment of family members of military and civilian personnel assigned in the host country, when such actions are not at variance with the Status of Forces agreements, country-to-country agreements, treaties, or as prescribed by DoD Instruction 1400.23, *Employment of Family Members of US Armed Forces Personnel and Civilian Employees Stationed in Foreign Areas.*

16.3.2. **US Citizens Recruited in the US**:

16.3.2.1. When it has been determined that local nationals, US citizens, or US nationals residing in the host country do not possess the necessary training or experience for a particular NAFI position, civilian personnel may be recruited from the US to fill these positions. In general, such personnel are limited to key management or supervisory positions and those positions regarded as essential for security reasons.

16.3.2.2. Rates of pay for US citizen NAFI employees who are recruited in the US and its territories and possessions for overseas assignments are fixed in conformity with rates paid for work of a comparable level, difficulty, and responsibility to that of NAFI employees in the US.

16.3.3. **Employment of Non-US Citizens.** The employment of non-US citizens by the Armed Forces overseas is covered by DoDI 1400.10. The DODI supplements DoDD 1400.6, which is the basic DoD policy governing civilian personnel of the DoD in overseas areas.

16.3.3.1. **LNs.** Local laws and customs are followed in the employment and administration of local nationals to the extent that such laws and customs are compatible with the basic management needs of the Armed Forces.

16.3.3.2. **TCNs.** The importation of workers from another country by a NAFI are only made when personnel requirements cannot be met by local hire. When it becomes necessary to do so, arrangements are made the host government to permit importation of workers who are acceptable to the host country.

16.3.3.3. **Resident Aliens.** Resident aliens are employed in accordance with the host country agreements.

16.3.4. **Allowances and Differentials**:

16.3.4.1. Allowances and differentials are paid to NF-III through NF-VI employees recruited in the US who meet the eligibility requirement contained in section 030 of the Department of State Standardized Regulations (Government civilians, Foreign Areas) and whose rates of basic compensation are fixed in conformity with rates paid for work of a comparable level of difficulty and responsibility to that of employees stationed in the US, exclusive of Alaska and Hawaii.

16.3.4.2. The types of allowances and differentials that are prescribed are the same as those provided for APF, US citizen DoD employees in the locality, except that education may be provided for eligible dependents, or an education allowance may be paid, as authorized in DoD Directive 1400.25-M, *Civilian Personnel Manual*, November 9, 1981.

16.3.4.3. The rates of payment authorized for the allowances and differentials which are prescribed for eligible employees are the same as those prescribed by the Department of State Standardized Regulations (Government civilians, Foreign Area) for APF US citizen employees in the same locality.

16.3.4.4. Allowances and differentials for those employees who are recruited outside the US, are not authorized.

16.3.5. **Travel and Transportation.** Travel of NAF employees and their family members, renewal agreement

travel, and transportation of household goods and personal effects, including privately-owned vehicles, in connection with assignments, PCS, and separation are authorized at the NAFI expense. Career program moves are centrally funded. These expenses are paid according to those eligibility requirements and rates of payment, limitations, and conditions prescribed by the JTR, Volume 2, for US citizen employees in the same locality who are paid from APFs.

16.3.6. **Entitlement to Government Quarters and Facilities**:

16.3.6.1. NAFI employees in positions for which it is necessary to recruit from the US are accorded full membership in the joint overseas military and civilian team to which they make a significant support contribution. Each overseas military commander provides facilities under his or her jurisdiction, including government quarters and family housing, to NAFI personnel in accordance with the policies set forth in DoDD 1400.6 and AFIs 32-6001, *Housing Management*, and 32-6005, *Unaccompanied Housing*. The principle of equal treatment of NAFI personnel with APF personnel at equivalent grade levels is followed.

16.3.6.2. US citizen and US national NAFI personnel traveling on official business may occupy temporary government quarters, including guest houses, under the same terms and with the same eligibility as APF personnel.

16.3.7. **Medical and Health Services.** US citizen and US national NAFI employees have access to the same medical and health service provided APF personnel.

16.3.8. **Privileges.** US citizen and US national NAFI personnel are afforded the same privileges provided their counterparts who are APF civilian personnel in the same overseas areas, to the extent permitted by country-to-country agreements. These include commissary, exchange, laundry, transportation, postal services (APO and FPO), recreation, and religious facilities. The basis for extending the privileges of clubs will be according to grade and position responsibility, as determined by overseas commanders.

16.3.9. **Home Leave.** Home leave is granted on the basis that it is earned by service abroad for use in the US, Commonwealth of Puerto Rico, or possessions of the US. The provisions of FPM Supplement 990-2, Subchapter 6, *Hours of Duty, Pay, and Leave*, govern home leave for eligible NAFI employees recruited in the US and employed in overseas areas.

16.3.10. **Leave Accumulation.** Authorized NAF employees accumulate and carry over to another leave year a maximum of 360 hours of annual leave, according to those rules that apply to US citizens paid from APFs.

16.3.11. **Renewal Agreement Travel.** Employees who have completed the agreed period of continuous creditable service outside the US, and outside the employee's place of residence if such residence is in the Commonwealth of Puerto Rico, or in any of the possessions of the US; and who agree in writing to serve an additional tour of duty at the same or another overseas NAFI, are authorized renewal agreement travel at the expense of the employing NAFI. Renewal agreement travel is centrally funded for career program employees.

16.3.11.1. Renewal agreement travel is allowed from an employee's overseas post of duty to his or her place of actual residence at the time of appointment or transfer and for the employee's return to the same or another overseas post of duty.

16.3.11.2. Time is not charged to leave while in a travel status as long as the travel is by the most direct route.

16.3.11.3. Upon reaching place of actual residence, the employee is charged annual leave, home leave, or LWOP, as appropriate.

16.3.12. **Leave and Travel for Emergencies.** Emergency leave may be granted to US citizen and US national NAFI employees assigned outside the US and entitled to return transportation in cases of emergencies, such as serious injury, illness, or death in the employee's family located in the US. The period of emergency leave, including travel time, is charged to annual leave. If the employee has no accrued annual leave, he or she may be placed in a LWOP status. Such employees are provided government transportation on a space-available basis. Red Cross confirmation of the emergency should be secured prior to the approval of the leave and transportation.

16.3.13. **Local Holidays in Foreign Countries.** Local national NAFI employees may be authorized time off to observe certain local national holidays. Such authorization is subject to country-to-country agreements. When all or part of an installation is closed in observance of such a local holiday and, as a result, US citizens and US nationals and third country nationals are thereby prevented from working, they are assigned to other work if possible. Otherwise, such employees are excused without charge to leave or loss of pay.

16.3.14. **Employee Benefits.** Insurance, retirement, medical, and other employee benefits for local national NAFI employees are established by agreements with the host country.

16.3.15. Benefits are authorized for the care, preparation, and disposition of remains of deceased US citizen or US national employees of the DoD, paid from APFs. These benefits are accorded equally to regular US citizen or US national NAF employees outside of the US who are not family members of US military or civil service employees who would otherwise be entitled to such care and disposition of remains from APFs. All items and expenses authorized by AFI 34-501 and the JTR, Volume 2 to be furnished by the government, on a reimbursable basis, are billed to, and funded by, the employing NAFI.

16.3.16. The policies and procedures in AFI 10-216, *Report on Evacuation and Repatriation of Air Force*

Family Members and Other US Noncombatants, RCS: HAF-MPX(AR)(7110) apply to NAF employees moved from one overseas area to another, or from one overseas area to the CONUS.

16.3.16.1. Locally hired US citizens and third-country nationals who do not have an agreement for return transportation at government expense are not entitled to evacuation at government expense. However, they (including family members) may be evacuated if transportation is available. No travel entitlements are payable.

16.3.16.2. NAF employees who have travel agreements, and their family members are entitled to evacuation travel and financial assistance according to criteria established in State Department Standardized Regulations, Chapter 600.

Chapter 17

POSITION CLASSIFICATION

17.1. Purpose. This chapter establishes AF procedures and responsibilities for supporting and maintaining the NAF Position Classification Program and the Job Grading Review and Appeals System.

17.2. Classification Authority. NAF positions are classified according to those pay categories explained in paragraph 17.3, consistent with the intent of Public Law 92-392, OPM directives, and DoD policies and directives.

17.3. Systems for Classifying and Paying Positions. NAF positions are classified into one of three major pay-setting systems. These are:

- Prevailing rate positions consisting of crafts and trades (CT) positions (NA, NL, and NS pay plans).
- NAF pay band positions (NF-I through NF-VI).
- CC positions (Pay band 1: CC-01 and 02; pay band 2: CC-03 through CC-05).

17.4. NAF Crafts and Trades (NA, NL, and NS).

17.4.1. The CT pay system includes positions in a recognized craft or trade, or in an unskilled, semiskilled, or skilled manual labor occupation. Positions in this pay system typically include: food service worker, maintenance worker, cook, mechanic, bartender, etc.

17.4.2. There are three pay schedules under the NAF CT pay plan which cover nonsupervisory (NA), leader (NL), and supervisory (NS) positions. The NA and NL pay schedules consist of 15 grades with five steps in each grade. The NS pay schedule consists of 19 grades with five steps in each grade. New employees normally start at Step 1 and progress through the five steps after completion of specific waiting periods.

17.5. NAF Pay Band. The NAF pay band system provides for six pay bands. Each pay band has a minimum and maximum salary. Employees are paid any salary within the pay band in which their position is classified. There are no WGIs in this system; pay adjustments may be granted at any time as deemed appropriate by management. The NF pay band system includes three general categories of positions:

17.5.1. Positions responsible for secretarial, clerical or administrative functions in an office or nonmanual environment. This includes positions in inventory management, accounting, procurement, personnel, payroll, etc. Positions in this category may include clerks, clerk-typist, secretary, accounting clerk, cashier, etc.

17.5.2. Positions responsible for retail selling, providing recreation, amusement, and personal services, protecting facilities and merchandise, etc. Positions in this category may include recreation aid/assistant, sales clerk, club operations assistant, etc.

17.5.3. Managerial, executive, technical or professional positions responsible for the development and implementation of management policies or general business operations when administering, managing, or performing work in an office, business, or fiscal operation. Positions in this category may include caterer, Services activity managers, accountant, restaurant manager, human resources officer, etc.

17.6. CC. Standardized AF PGs are mandatory for use in the classification of CC positions. The CC pay band system provides for two pay bands. Pay band I covers grades CC-01 and CC-02, and pay band II covers grades CC-03 through CC-05. Each of the two bands has a minimum and maximum salary. There are no WGIs in this system; pay adjustments may be granted at any time deemed appropriate by management. Pay for CC positions is administered in accordance with the Air Force Pilot Pay Program for Child Care, Implementation Plan, 30 Apr 90, and this manual.

17.7. Terms Explained. Terms used in the NAF Personnel Position Classification Program are:

17.7.1. **Audit.** A personal interview by an HRO specialist with the incumbent of a NAF position to clarify, determine, and document or verify the current duties. A supervisory audit may be held solely with the first-line supervisor who has complete knowledge of the duties and

responsibilities of the position being reviewed, so that adequate information can be obtained about the job.

17.7.2. **Evaluation Statement.** A statement prepared by the HRO to record and clarify the basis by which the position title, occupational series, and grade were determined when classifying a position. Evaluation statements are prepared for positions where there is no single standard by which a position may be classified (e.g., positions with mixed duties), for supervisory positions, when an occupied position is downgraded, and for any other position deemed appropriate by the HRO.

17.7.3. **PD**. A PD is a written statement that describes the functional location, purpose, primary duties and responsibilities, supervisory guidance and relationship, and significant facts concerning the position. Use AF Form 1065, **Nonappropriated Fund (NAF) Civilian Position Description**, for this purpose. A PD is prepared for all CT positions.

17.7.4. **PG.** AF Form 1702 is a multipurpose form which records the primary duties and responsibilities, qualifications, performance standards, and training requirements of NAF positions. A PG is prepared for all NAF positions.

17.8. Responsibilities of Managers and Supervisors.

17.8.1. Determine the duties and responsibilities assigned to a position.

17.8.2. Use AF standardized PDs and PGs when major duties of positions are substantially identifiable with those in the standard PD or PG. When a standardized PD or PG is not applicable, prepare the PD or PG and forward it to the HRO for classification. AF standardized PDs and PGs are administered according to
Services Letter 95-2.

17.8.2.1. A PD or PG describes the regular and recurring duties to be performed in a position. It is not intended to cover every minor duty, whether temporary or permanent in nature. Other incidental tasks or duties may be required of an employee in order to operate the organization successfully.

17.8.3. Promptly report significant changes in duties and responsibilities of positions to the HRO.

17.8.4. Advise employees of their right to review classification standards and of their grievance and appeal rights.

17.9. Writing PDs and PGs.

17.9.1. The duties and responsibilities for CT positions are recorded on AF Form 1065. Standardized AF PDs are used to the maximum extent possible. These PDs are maintained in the HRO. In addition to the AF Form 1065, an AF Form 1702, is developed and attached to each CT PD. The duties and responsibilities block of the PG is not completed. Refer to the PD by annotating "SEE ATTACHED" in this block. All other blocks on the PG are completed.

17.9.2. Record the duties and responsibilities for pay band positions on the AF Form 1702. In addition to duties and responsibilities, the supervisor completes the qualifications, performance standards and training blocks on the PG. Standardized AF PGs are maintained in the HRO and are used to the maximum extent possible. Standardized PGs are mandatory for all CC positions, and where provided, career program positions.

17.10. The Classification Process.

17.10.1. The classification process includes:

- Obtaining the facts about a position, primarily through an audit technique.
- Studying these facts critically.
- Determining the pay plan, series, and grade or pay band in the classification standards or guides that apply.
- Determining the FLSA status of the position by applying the instructions in Attachment 10.

17.10.2. The person analyzing and classifying a position must understand:

- The function of the organization in which it is located.
- The reason for the position's existence; that is, management's intent as to the purpose of the position assignment.
- The relationship of the position to others in the organization.
- Performance requirements of the position.
- Any other significant characteristics which contribute to its value.

17.10.3. **Classifying CT Positions**:

17.10.3.1. Basic methods for grading NAF CT positions are in FPM Supplement 512-1, *Job Grading System for Trades and Labor Occupations (Blue Collar)*, and FPM Supplement 532-2. DoD also develops and publishes supplementary job grading standards and guides for positions not covered by published OPM standards. NAF CT occupational series and titles are in FPM Supplement 512-1 and DoD Manual 1401.1-M-1, *Job Grading System Manual for Nonappropriated Fund Instrumentalities*, 1 December 1988.

17.10.3.2. **Noncovered Positions**. Individual NAF positions that are not covered by standardized PDs and cannot be classified by direct reference to DoDM 1401.1-M-1 or published OPM classification standards are classified locally by applying related standards. If the action involves 25 or more identical positions, the HRO provides a copy of the PD and rationale for the allocation through their MAJCOM to HQ AFSVA/SVXH for review and post audit.

17.10.3.3. **Applying New Standards.** The servicing HRO applies newly published or revised standards, unless otherwise directed, as follows:

17.10.3.3.1. OPM standards are applied to CT positions

in the same time frame they are applied to Federal Wage System positions, unless specific DoD NAF job grading guides and standards exist.

17.10.3.3.2. DoD NAF job grading guides and standards are applied within 6 months from the date of receipt.

17.10.4. **Classifying NF Positions.** Classification guidelines for NF positions are contained in Attachment 9.

17.11. Effecting Actions on Classification Decisions. The classification decision of a higher headquarters binds the installation or command concerned. The servicing HRO applies a higher headquarter's decision not later than the beginning of the fourth pay period following the date of the decision, unless the decision specifies a different date.

17.12. Maintaining Records.

17.12.1. HROs maintain a complete file of current official PDs and PGs, evaluation statements (if applicable), organization charts, and survey records for serviced organizations. Organization charts show the organizational location, employment category, pay plan, title, series, grade or pay band, and position number of all positions within each organization. It is structured to clearly reflect the chain of command for all positions.

17.12.2. Each supervisor maintains or has readily available:

- A current functional statement.
- A current organization chart.
- Copies of AF Form 1065 and AF Form 1702 for all positions supervised.

17.13. Classification Appeals.

17.13.1. **Definition.** An appeal is a written request made by an employee for a change in the pay system, grade or pay band, series, or title of his or her officially assigned position.

17.13.2. **Publicity Requirements**. The HRO informs employees of their classification appeal rights and responsibilities at least annually.

17.13.3. **Exclusion From Appeal Procedures.** These procedures are not used to review:

17.13.3.1. An employee's contention that the classification of his or her position is inconsistent with that of another position.

17.13.3.2. A dispute concerning the description of duties (refer to Chapter 9).

17.13.3.3. The propriety of official classification standards; federal pay schedules or locality wage schedules; applicable amount of environmental differentials, shift differentials, Sunday and holiday premium pay, and overtime pay; step rates within a grade; and the pay resulting from a change between pay plans or occupational categories.

17.13.3.4. An otherwise acceptable appeal in which the employee alleges discrimination because of race, color, religion, sex, age, handicap, or national origin.

17.13.4. **Employee's Right to Representation.** An employee has the right to be assisted and advised in preparing the appeal by a representative of his or her own choosing, unless there is a conflict of interest, such as an employee of the servicing HRO. The representative is designated in writing and is notified in writing of the decision. Any employee who submits an appeal and any employee who acts as the appellant's representative is assured freedom from restraint, interference, coercion, discrimination, or reprisal because of participation in the appeal process. The employee and any employee acting as the representative are given a reasonable amount of official time to prepare the appeal.

17.13.5. **Responsibilities**:

17.13.5.1. Employees submitting an appeal promptly furnish all information required to process the appeal, and if they desire to withdraw the appeal, promptly inform the HRO in writing.

17.13.5.2. Supervisors explain the basis of the classification of their positions to employees, with assistance from the HRO when required; advise employees of their appeal rights and the procedures to follow for submitting an appeal; resolve questions as to adequacy and accuracy of duties and responsibilities in official PDs and PGs; and promptly inform the HRO of any significant changes in duties and responsibilities of a position on which an appeal decision is pending.

17.13.5.3. The HRO, acting for the commander, attempts to resolve classification disagreements; makes accessible to all supervisors, employees, and employee representatives copies of classification standards, guidelines, precedent decisions, and other information upon which a classification decision is based; provides the employee with a written statement explaining the proper classification of his or her position; and advises and assists employees on the procedural aspects of filing an appeal.

17.13.6. **Who May File an Appeal.** An appeal may be filed by an employee individually or on behalf of a group of employees occupying identical positions (having the same pay plan, title, series, grade or pay band, and position number). All members of a group action sign the appeal, and their representative, if any, must be designated in writing.

17.13.7. **General Time Limits for Filing an Appeal.** An employee may appeal the classification of his or her position at any time. Entitlement to retroactive benefits is subject to the special rules explained in paragraph 17.13.8. An employee may not file an appeal on a proposed change in the classification of a position. An official written notification of the local classification action must be received by the employee before such an

appeal can be filed.

17.13.8. **Special Time Limits for Protection of Retroactive Benefits.** An employee who files an appeal may be entitled to retroactive benefits when a decision reverses a classification action that resulted in a downgrade or a loss of compensation. To preserve the employee's entitlement to retroactive benefits, time limits for filing are stated in the final notice of change to the lower grade. To be timely:

17.13.8.1. An employee's first appeal is filed no later than 15 calendar days after the effective date of the downgrade action.

17.13.8.2. A CT employee who desires to appeal a MAJCOM decision on the first appeal submits the appeal to the OPM no later than 15 calendar days after receipt of the AF decision.

17.13.8.3. A pay band employee who desires to appeal a MAJCOM decision submits the appeal to HQ USAF/SV no later than 15 calendar days after receipt of the MAJCOM decision.

17.13.8.4. The HRO extends the time limit on an appeal if an employee can show that he or she was not notified of the time limit and was not otherwise aware of it, or that circumstances beyond the employee's control kept him or her from filing within the time limit.

17.13.9. **Presenting an Appeal.** An appeal by an individual employee or a group of employees is in writing, and addressed to the HRO for initial action. The appeal contains:

- The name, mailing address, and organization of all appellants.
- The employee's official assigned position title, series, grade or pay band, and position number.
- A statement clearly indicating the part of the classification with which one or more employees disagree; why the classification is inconsistent with published standards or guidelines; and the title, series, or grade or pay band, that the employee considers correct.
- The mailing address of the employee's representative, if one is designated.

17.13.10. **HRO Action.** When an appeal is received, the HRO:

17.13.10.1. Determines whether the appeal is acceptable and, when requirements are not met, notifies all employees, in writing, of the reasons for nonacceptance.

17.13.10.2. Ensures that there is mutual agreement among the employee, the supervisor, and the position classification specialist as to the accuracy and completeness of the PD or PG. Where there is mutual agreement, the following statement is entered on the PD or PG: "The undersigned hereby certify that the foregoing is an accurate and complete description of this position." The certificate is signed by all employees, the supervisor, and the classification specialist, and dated. If mutual agreement is not obtained, the PD or PG dispute is processed according to the grievance procedures in Chapter 9.

17.13.10.3. Establishes an appeal file, separate from any other records. The file includes all documents submitted by the employee, the official certified PD or PG, current organization charts (which clearly reflect the location of the position being appealed in relation to other positions), pertinent functional statements or directives, a substantiating analysis supporting the classification, and correspondence pertaining to the appeal. Nothing is included in the file that cannot be shown to the employee.

17.13.10.4. Sends the complete case file to the MAJCOM for a decision, and provides the employee a copy of the transmittal memorandum within 30 calendar days after receipt of the appeal.

17.13.10.5. Sends a copy of the appeal decision made by either HQ USAF/SV or an OPM regional office to HQ AFSVA/SVXH and the MAJCOM/SV.

17.13.11. **Servicing MAJCOM Action.** In processing the appeal, the servicing MAJCOM:

17.13.11.1. Makes a written decision, based on the record, within 30 calendar days from the date the appeal was received.

17.13.11.2. Advises the employee of their right to appellate review and the time limit for filing the appeal.

17.13.11.3. Sends the written appeal decision simultaneously to the employee, the employee's representative, and the servicing HRO.

17.13.11.4. Sends a copy of the appeal decision to HQ AFSVA/SVXH.

17.13.11.5. Sends the appeal file to HQ AFSVA/SVXH if the appeal is on a classification made by higher authority. The file must include the MAJCOM analysis and recommendations.

17.13.11.6. Notifies the employee of any referral of the file.

17.13.12. **HQ AFSVA Action.** HQ AFSVA/SVXH accepts and renders a decision on an appeal when:

17.13.12.1. The appeal pertains to a MAJCOM classification determination that has no subordinate HROs or a MAJCOM that classified the position on an advisory allocation.

17.13.12.2. Published standards, guidelines, or precedents, which can be cross-referenced do not exist for the position under review.

17.13.12.3. The appeal pertains to a standardized PD or PG.

17.13.13. **HQ AFSVA Review Decision.** The decision is in writing and is based on the record. The decision must:

17.13.13.1. Include a justification of the classification in terms of published standards, guides, and precedents.

17.13.13.2. Include a statement advising the employee of appeal rights to the OPM or HQ USAF/SV and specify time limits within which the employee must file the appeal to preserve retroactive benefits. Advise the employee that the appeal rights relate only to the

classification issue and that HQ USAF/SV or OPM will not consider any other matter.

17.13.13.3. Specify the effective date of the decision.

17.13.14. **Employee's Right to Appellate Review.** An employee currently employed in a CT position is entitled to a review of the AF decision by the OPM, as provided in FPM Supplement 532-2, Subchapter 7. The appeal is addressed to the proper office of the OPM according to provisions of the supplement. An appeal of a MAJCOM decision by an employee currently employed in a pay band position is addressed to HQ USAF/SV. The HQ USAF/SV appeal decision is final, and the employee has no further right to an administrative appeal.

17.13.15. **Personnel Action Following an Appeal Decision.** When a final decision upholds the employee's appeal, the effective date for a change in grade or pay band is not later than the first day of the first pay period that begins after the date of the final appeal decision.

17.13.15.1. **Retroactive Action.** The personnel action to correct a loss of grade or pay band, or compensation (or both) resulting from a classification appeal decision is retroactive if the employee's appeal was submitted within the specified time limits.

17.13.15.1.1. When a decision is made that the grade, pay band or compensation held before the appeal is correct, the change to lower grade or pay band is cancelled and the employee's pay is adjusted retroactively to the date of the change to the lower grade or pay band. The employee is restored to the grade and step rate or pay band that he or she would have held if the change to the lower grade or pay band had not been taken.

17.13.15.1.2. When the decision changes the grade or pay band to an intermediate grade or pay band, the employee is retroactively restored to the intermediate grade or pay band. This action corrects the initial change to the lower grade or pay band, and the employee's pay is adjusted retroactively to the date of the initial change.

17.13.15.1.3. When the decision increases the grade or pay band to a level above that held before the change to lower grade or pay band, the action must be canceled; but, the retroactive provision applies only to the employee's former grade or pay band. In cancelling the change to the lower grade or pay band, the employee is restored to the former grade or pay band for the period starting with the date of the downgrade. The change to higher gradeor pay band action is effective not later than the beginning of the fourth pay period following the day of the decision, unless the decision specifies a different date.

17.13.15.2. **Nonretroactive Action.** The personnel action to correct the job grading of a position is made nonretroactively if the:

- Appeal is not submitted within specified time limits.
- Appeal decision results in a higher grade or pay band than that held before the appeal, except for the situation described in paragraph 17.13.15.1.3.
- Appeal decision results in further downgrade.

17.13.16. **Closing and Cancelling Appeal.** An appeal is:

17.13.16.1. Closed when an appellate official has rendered a decision and any required corrective action has been taken.

17.13.16.2. Canceled when:

17.13.16.2.1. The appellant submits in writing, before the appellate decision, a request to withdraw the appeal.

17.13.16.2.2. When changes in the duties and responsibilities of the position being appealed result in a classification action prior to receipt of the appeal decision. The servicing HRO is responsible for notifying the office processing the appeal.

17.13.16.2.3. The employee is moved from the position or the position is abolished, except when there may be entitlements to retroactive benefits. This includes benefits allowable after the death of the employee.

17.13.16.2.4. The employee does not furnish required information as requested or otherwise fails to prosecute the appeal.

17.13.17. **Appeal Records**. The HRO maintains the memorandum of appeal and all correspondence and documents in a separate case file for the period specified in AFI 37-133, Volume II, *Records Disposition*.

17.14. Special Procedures for Change to Lower Grade or Pay Band Based on Position Classification.

17.14.1. These procedures apply when a position is downgraded, because of a change in classification standards, or a misclassification is corrected. This includes correcting a tentatively classified position changed by a higher headquarters final classification.

17.14.2. The employee is notified in writing at least seven calendar days prior to the effective date of the action. The notice memorandum includes:

- Detailed reasons for the change to lower grade or pay band.
- Why the previous classification was wrong.
- How applying new or revised classification standards resulted in classifying the position at a lower grade or pay band.
- The effective date of the change to lower grade or pay band.
- An explanation of the employee's right to appeal, including how and where to appeal, and the time limits for making such appeal.
- The name, location, and phone number of the person in the HRO designated to provide assistance.
- An explanation of the employee's entitlement to retained grade and/or pay.

17.14.3. **Retained Grade and Pay**:

17.14.3.1. Retained grade and pay entitlements for CT employees is contained in FPM Supplement 532-2, Subchapter S9.
17.14.3.2. For pay band employees, pay retention is according to the following:
17.14.3.2.1. The employee has served for a minimum of one continuous year immediately before the change in one or more positions at a pay band higher than the one to which demoted.
17.14.3.2.2. The retained rate is the lesser of the scheduled rate of pay immediately before the change or 150 percent of the maximum rate of the pay band to which demoted.
17.14.3.3.3. Pay is retained under this policy for a period of 2 years, unless it is terminated earlier by one of the following conditions:

- A break in service of one or more work days.
- A later change to a lower pay band which is effected for personal reasons at the employee's request.
- Entitlement to a rate of pay that is equal to or higher than the retained rate because of another personnel action or normal changes to the pay schedules.

17.14.3.3.4. When an employee receiving a retained rate accepts a temporary promotion to the same or higher pay band than that from which demoted, the temporary promotion does not affect the running of the pay retention period, which still ends 2 years after the original demotion.
17.14.4. Any appeal from an employee as a result of these procedures is processed according to the appeal procedures in Chapter 9.
17.14.5. On receipt of a higher headquarters final classification decision of a properly documented, tentatively classified position, the resulting change to lower grade or pay band action is processed according to the procedures in paragraph 17.14.2 and includes:
17.14.5.1. A statement that the action is not retroactive.
17.14.5.2. A statement that pay retention is not authorized.
17.14.5.3. Pay is set at the rate to which the employee would have progressed had he or she not been placed in the higher-graded position. To be properly documented, a tentatively classified position is identified on the AF Form 2545, which assigned the employee to the position, with the remark: "Grade (pay band) and salary shown are tentative and subject to upward or downward nonretroactive revision." The effective date of the personnel action is no later than the beginning of the pay period following the 15th day after the HRO receives the final decision of classification.

Chapter 18

PAY AND ALLOWANCES

18.1. General Information on Pay and Allowances. Public Law 92-392 established the NAFI Federal Wage System (FWS) for prevailing rate employees of the Federal government. DoDM 1401.1-M, and FPM Supplement 532-2, contain the policy and procedural guidance for the administration and operation of the wage system for NAF CT employees. This chapter supplements that guidance and also provides procedures for administration of the NF and CC pay systems. Additional guidance for pay administration for CC positions is in AF Pilot Pay Program for Child Care, Implementation Plan, 30 Apr 90.
18.1.1. NAF employees are paid on the basis of equal pay for work of substantially similar difficulty and responsibility, and overall position requirements.
18.1.2. NAF employees employed in the US, its territories, or its possessions are paid at least the current federal, state, or local minimum wage, whichever is higher. US citizens and US nationals employed in foreign areas are paid no less than the federal minimum wage.
18.1.3. The FLSA, as amended, applies to all nonexempt NAF employees, including ODM personnel, who are employed by NAFIs in geographical areas covered by the FLSA.
18.1.4. Enlisted military personnel may not receive compensation from NAFs while on official military duty status. Example: A military member employed as a NAF employee during off-duty hours is not paid from NAFs, if appointed as a member of a wage survey team, because these duties are performed during those hours that the military member is usually on official military duty.
18.1.5. Erroneous overpayments are handled in accordance with AFI 34-202.
18.1.6. Pay for NAFI Employees in the Panama Canal Area:
18.1.6.1. The basic principles governing pay of all NAFI employees in the Panama Canal Area are contained in the Panama Canal Act of 1979, and in regulations promulgated by the Secretary of the Army. Regardless of nationality, these employees are paid at the scheduled salary or wage rate specified for the position by the Panama Canal Employment System Job Evaluation Pay Plan, unless a retained rate has been authorized.
18.1.7. The fair cost of furnishing employees with meals, lodging, or other such facilities, not for the convenience of the employing NAFI, are considered wages paid to the employees for purposes of federal income and FICA taxes. Conversely, the fair cost of furnishing employees such

facilities for the convenience of the employing NAFI are not considered wages paid when:

- Meals are furnished on the business premises of the employing NAFI.
- Lodging is furnished on the business premises of the employing NAFI and acceptance of the lodging provided is a condition of employment.

18.2. **Terms Explained.**

18.2.1. **Administrative Workweek.** A period of seven consecutive calendar days. It need not coincide with the calendar week but, may begin on any day and at any hour of the day.

18.2.2. **Change to Lower Grade or Pay Band.** A change of an employee, while continuously employed by a NAFI at the same installation, from:

- A job under a wage schedule or the pay band system to a job with a lower representative rate under the same wage schedule or pay band system (e.g., from NF-II to NF-I, from NA-10 to NA-09, or from CC-03 to CC-01).
- A job under a wage schedule to a job with a lower representative rate under a different schedule (e.g., NS to NA).
- A job under a pay band system to a job with a lower representative rate under a different pay band system (e.g., NF to CC, or CC to NF).
- A job under the pay band system (e.g., NF or CC) to a job with a lower representative rate under a wage schedule (e.g., NA, NL, or NS) or vice versa.

18.2.3. **Compensatory Time Off.** Time off from a scheduled tour of duty in lieu of overtime pay for an amount of time spent in irregular or occasional overtime work.

18.2.4. **Compensatory Time Off for Religious Observance.** An overtime period that an employee requests to work for the purpose of taking an equal amount of time off, instead of overtime pay, without charge to leave, for religious observance. Compensatory time off for this purpose applies to all employees, exempt or nonexempt.

18.2.5. **Day.** A calendar day unless otherwise indicated.

18.2.6. **Demotion at an Employee's Request.** A reduction in grade or pay band which (1) is initiated by the employee for his or her benefit, convenience, or personal advantage, including consent to a demotion in lieu of one for personal cause; and (2) is not caused or influenced by a management action.

18.2.7. **Demotion for Personal Cause.** A reduction in grade or pay band based upon the conduct, character, or unacceptable performance of an employee.

18.2.8. **Environmental Differential.** Additional pay for duty performed by a CT employee that involves unusually severe hazards or unusually severe working conditions.

18.2.9. **Exempt Employee.** An employee who is exempt from either the overtime or minimum wage provisions of the FLSA.

18.2.10. **Hazard Pay Differential.** Additional pay for the performance of hazardous duty (duty performed under circumstances in which an accident could result in serious injury or death) or duty involving physical hardship (duty that causes extreme physical discomfort or distress and is not adequately alleviated by protective or mechanical devices) by an NF or CC employee.

18.2.11. **Higher Grade or Pay Band.** A grade or pay band in the pay system (NF, CC, or CT) to which an employee is assigned that is higher than the grade or pay band held by the employee.

18.2.12. **Highest Previous Rate of Pay.** The highest rate of basic pay previously paid to an employee while employed in a NAF position by a DoD NAFI for a continuous period of not less than 90 days, under one or more appointments, without a break in service. This rate is not used without the approval of the employing manager.

18.2.12.1. The highest previous rate of pay is adjusted to account for pay increases implemented after the employee leaves the position upon which the highest previous rate of pay is based.

18.2.12.2. An employee's highest previous rate of pay is not based upon an installation's upgrade of a position if either the OPM, DoD, or HQ USAF/SV later reverses the installation's upgrade action.

18.2.12.3. An employee's highest previous rate of pay does not include either nonforeign post differential or allowances.

18.2.13. **Holiday Premium Pay.** Additional pay (100 percent of an employee's rate of basic pay) for holiday work that is not overtime work.

18.2.14. **Holiday Work.** Nonovertime work performed during a regularly scheduled daily tour of duty on a holiday.

18.2.15. **Hourly Regular Rate.** A rate used to determine overtime pay under the FLSA. It is calculated by dividing the total compensation paid to an employee for the workweek, by the total number of hours of work in the workweek for which such compensation was paid.

18.2.16. **Irregular or Occasional Overtime Work.** Overtime work that is not scheduled as a part of an employee's regularly scheduled administrative workweek.

18.2.17. **New Appointment.** The initial appointment of a person to a position in a NAFI other than by transfer of function. A new appointment also occurs when a former NAF employee is appointed to a position in his or her former employing-NAFI after a break in service of more than 52 calendar weeks.

18.2.18. **Night Pay Differential for CC and NF-III Through VI Employees.** Additional pay for regularly scheduled nonovertime work performed by an employee

between the hours of 1800 and 0600.

18.2.19. **Night Shift Differential for CT and NF-I and II Employees.** Additional pay paid to an employee when a majority of the employee's regularly scheduled nonovertime whole hours worked falls between 1500 and midnight (second shift) or between 2300 and 0800 (third shift).

18.2.20. **Nonexempt Employee.** An employee who occupies a position that is covered by the minimum wage and overtime provisions of the FLSA.

18.2.21. **Overtime Pay.** Additional pay for performing overtime work.

18.2.22. **Promotion.** A change of an employee, while continuously employed by a NAFI at the same installation, from:

- A job under a wage schedule or the pay band system to a job with a higher representative rate under the same wage schedule or pay band system (e.g., from NF-I to NF-II, from NA-09 to NA-10, or from CC-02 to CC-03).
- A job under a wage schedule to a job with a higher representative rate under a different wage schedule (e.g., from NA to NS).

18.2.23. Rate of Basic Pay:

18.2.23.1. Scheduled rate of pay is the rate of pay fixed by law or administrative action for a job held by a NAF employee before any deductions and exclusive of additional pay of any kind.

18.2.23.2. The rate of basic pay for the CT employee is the scheduled rate of pay plus any night-shift or environmental differential pay. In the context of grade or pay retention rights, the rate of basic pay does not include additional pay of any kind, including night-shift or environmental differential pay.

18.2.23.3. The rate of basic pay for the NF or CC employee is the scheduled rate of pay before any deductions, and exclusive of additional pay of any other kind.

18.2.24. **Reappointment or Rehire.** The reappointment or rehire of a person who was previously employed by a NAFI at the same installation and whose employment terminated not more than 52 calendar weeks prior to the reappointment or rehire.

18.2.25. **Reassignment**. The movement of an employee, while continuously employed in an AF NAFI at the same installation, from one position to another without promotion or change to lower grade or pay band.

18.2.26. **Regular Overtime Work.** Overtime work that is scheduled as a part of an employee's regularly scheduled administrative workweek.

18.2.27. **Representative Rate.** A rate used to determine whether the movement of an employee from a position in one wage schedule (e.g., NA, NS, or NL) to a position in another wage schedule, or from a position in one pay system (e.g., CT, NF, or CC) to a position in another pay system is a promotion, change to lower grade or pay band, or reassignment.

18.2.27.1. The representative rate for a CT position is the second step of the grade on a five step wage rate schedule.

18.2.27.2**.** The representative rate for a NF or CC position is the employee's rate of basic pay.

18.2.28. **Sunday Premium Pay.** Additional 25 percent of an employee's rate of basic pay for Sunday work.

18.2.29. **Sunday Work.** Nonovertime work performed by an eligible employee during a 40 hour workweek when any part of that work is performed on a Sunday.

18.2.30. **Temporary Promotion.** A promotion with a definite time limitation, and one which the employee is informed in advance is temporary and requires that the employee return to his or her permanent position no later than the expiration of that promotion.

18.2.31. **Temporary Reassignment.** A reassignment with a definite time limitation, and one which the employee is informed in advance is temporary and requires that the employee return to his or her permanent position no later than the expiration of that reassignment.

18.2.32. **Transfer In.** The movement of an AF NAF employee who is transferring from an AF NAF position at another AF installation without a break in service.

18.2.33. **Transfer of Function.** The movement of an employee, without a break in service of one full workday, from one DoD NAFI to another DoD NAFI, including the AAFES, due to transfer of responsibility for the performance of a continuing function from one DoD NAFI to another DoD NAFI.

18.2.34. **Transfer Out.** The movement of an AF NAF employee who is transferring to an AF NAF position at another AF installation without a break in service.

18.2.35. **Wage Employee.** An employee who occupies a CT position.

18.3. Wage and Pay Schedules. The DoD Civilian Personnel Management Service, Wage Setting Division, is the pay fixing authority for NAF employees within the DoD. Locality wage surveys and changes to the GS result in the issuance of NAF wage rate schedules for CT employees and NAF pay range schedules for NF and CC employees.

18.3.1. CT wage schedules are issued as a result of locality surveys and changes to the federal minimum wage, or state minimum wage if higher.

18.3.2. Pay range schedules setting the minimum and maximum rates for pay bands NF-I and NF-II, and the minimum for NF-III, are also issued at the same time as the wage schedule for CT employees. The pay range schedule includes a percentage cost of living adjustment (COLA) for NF-I and NF-II employees.

18.3.3. Pay range schedules setting the maximum for NF-III, and the minimum and maximum rates for NF-IV through NF-VI, are issued as a result of changes to the

GS. The COLA for NF-III through NF-VI will be equal to the adjustment for GS employees.

18.3.4. Pay range schedules setting the minimum and maximum rates for the CC pay schedule must be constructed as a result of changes to the GS. The COLA for CC employees will be equal to the adjustment for GS employees.

18.3.4.1. Pay band I covers CC-01 and CC-02 positions. The minimum rate for this pay band is equal to the hourly rate of pay for GS-02, step 1. The maximum rate is equal to the hourly rate of pay for GS-03, step 10.

18.3.4.2. Pay band II covers CC-03 through CC-05 positions. The minimum rate for this pay band is equal to the hourly rate of pay for GS-04, step 1. The maximum rate is equal to the hourly rate of pay for GS-05, step 10.

18.3.5. **For U.S. Citizens in Foreign Areas**:

18.3.5.1. CT wage schedules are issued by the DoD as a result of locality wage surveys and changes to the federal minimum wage. The schedules are normally issued in March, with an April effective date. These schedules provide pay adjustment guidance for NS, NL, and NA pay plan employees.

18.3.5.2. NAF pay system schedules are issued by the DoD normally in December, with a January effective date. The COLA for pay bands NF-I and NF-II is determined by the DoD. COLAs for pay bands NF-III through NF-VI is the same as the adjustment for GS employees.

18.3.6. All schedules are effective on the date shown on the schedule.

18.4. Basic Requirements for Salary Payments.

18.4.1. All administrative requirements must be met before an employee is entitled to pay for hours worked. Effective dates of job assignments, pay increases, etc., must be clearly established on AF Form 2545 and authenticated by the Human Resources Officer (HRO). The HRO, to ensure timely payment, sends the appropriate copy of the document to the servicing NAF payroll office. Such documents must be received in the NAF payroll office by close of business on Wednesday of the second week in the pay period in order to ensure payroll processing of the document in the pay period in which the action is effective. Documents received in the NAF payroll office after that date may not be processed until the following pay period. Managers and supervisors must be made aware of these time restrictions, and must keep them in mind when hiring new employees at the end of a pay period. The initial pay check of such employees may be delayed if the AF Form 2545 documenting the appointment cannot be processed and received in the NAF payroll office by the above cutoff date. HROs brief new employees hired under such circumstances of when they can expect to receive their first pay check.

18.4.2. An AF Form 3063, NAF Time and Attendance Card (T&A), must be supported by the AF Form 2545 that appoints the employee to a position before payment may be made. Payment of a wage or salary to a person through the payroll system, for hours worked is not made for any period before the effective date shown on the AF Form 2545. Officially certified T&A cards are required for each employee before any payment or disbursement of funds is made for basic pay, overtime, authorized differentials, premium pay, allowances, leave, etc. Supporting documents (such as SF-71, evidence of court service, and so forth) must accompany T&A cards when required by this manual or by installation policy.

18.4.3. A T&A card is sent to the NAF AO each pay period for each employee on the rolls, whether or not that employee is in a pay or duty status. The T&A card accounts for all guaranteed hours, whether worked or not.

18.4.3.1. If an employee works less than the number of guaranteed hours because of self-initiated absences, the time not worked is properly recorded on the T&A.

18.4.3.2. When an employee with a work schedule of more hours than his or her guaranteed hours, is required by a supervisor to work fewer hours than scheduled, that employee's work schedule is considered as temporarily changed, no lower than the guaranteed hours. Leave is not charged for those hours temporarily not scheduled and not worked that do not go below the guaranteed hours. T&A cards for flexible employees with guaranteed hours of zero, show hours worked.

18.4.4. A quarter hour is the largest fraction of an hour used for crediting irregular or occasional hours worked. When occasional or irregular work is performed in other than the full fraction, odd minutes are rounded up or rounded down to the nearest quarter hour. (Regular work is not scheduled in less than quarter hour increments; see paragraph 1.6.3.1.)

18.5. Pay Periods. Pay periods for employees are 2 weeks long and consist of two consecutive administrative workweeks, Sunday through Saturday.

18.6. Pay for Day of Entrance on Duty. An employee is entitled to pay on an official appointment, based on the AF Form 2545 and entrance on duty. Pay for the day of appointment includes the time spent in completing employment inprocessing, provided the person reports for duty at the work site on the first scheduled day and makes himself or herself available to perform the duties of his or her position.

18.7. Pay for Day of Separation or Death.

18.7.1. Full pay on the date of separation is not authorized, unless the employee is in a work or paid leave status for the entire day. The time spent in complying with out-processing or clearing of an installation is considered as duty status, but should not exceed 2 hours.

18.7.2. Full basic pay for the day on which an employee dies is authorized if death occurred within the employee's scheduled tour of duty, regardless of the hour of death,

and if the employee was in a pay status on the workday preceding the day of death.

18.8. Effective Date of Actions. Use the AF Form 2545 to document actions. Effective dates are determined according to the following:

18.8.1. Appointment actions are effective on the date that all requirements for the hiring action are completed and the individual is available for duty.

18.8.2. Change actions that affect an employee, such as promotion, reassignment, change in employment category, etc., are effective on the first day of the pay period after all requirements for the action are met.

18.8.3. Separation actions due to death are effective at the close of business on the day of death. All other separation actions are effective at close of business on the employee's last workday.

18.8.4. Correction and amendment actions are effective the same date as the action being corrected or amended. Collection of overpayments, payment of retroactive pay, or retroactive accrual of leave is proper, if applicable.

18.8.5. If two or more personnel actions that relate to one employee are effective on the same day, the actions are processed in the order most advantageous to the employee and on the same document, if possible.

18.8.6. If personnel actions that relate to one employee are to be effective on different effective dates, the actions are processed separately. For example, an appointment action and an election of insurance coverage that have different effective dates, are processed as two separate actions.

18.8.7. Revised wage schedules for CT employees are effective at the beginning of the first full shift on the effective date shown on the wage schedule.

18.8.8. Revised NAF Pay Schedules for NF-I and NF-II employees are effective on the date shown on the NAF Pay Schedule.

18.8.9. Revised NAF Pay Schedules for NF-III through NF-VI and CC employees, made as a result of changes to the GS, are effective on the date shown on the NAF Pay Schedule.

18.8.10. Miscellaneous actions, e.g., name changes, change in military status, are effective on the date that all requirements for the action are met.

18.8.11. Movement between DoD NAFIs, including transfers of functions, are made on predetermined and agreed upon dates between the losing and gaining NAFIs. If the move involves a change to a NAFI serviced by another HRO, dates are determined by HROs and NAFIs involved.

18.8.12. Termination, expiration of appointment, and end of a temporary promotion or reassignment actions are effective at the close of business on the day the action occurs.

18.8.13. WGIs are effective on the first day of the first pay period following the day the waiting period is completed.

18.9. Pay Setting Procedures.

18.9.1. **New Appointment to a CT Position.** All new appointments are made at the minimum step of the grade, unless a higher step is authorized in table 18-1.

18.9.2. **New Appointment to a NF or CC Position.** Pay may be set at any rate within the applicable pay band. Consideration is given to the appointee's previous rate of pay and special qualifications, including skills and experience of an exceptional or highly specialized nature related to the position. The difficulty of filling the position is also considered.

18.9.3. **Reinstatement.** Rates of pay for former regular employees, who are reinstated to regular positions within a NAFI within 6 months from separation, are made according to table 18.2.

18.9.4. **Promotion.** The pay of an employee who is promoted to a higher grade or pay band in an AF NAFI at the same installation and in the same pay system is according to tables 18.3 or 18.10.

18.9.5. **Reassignment.** Rates of pay for employees who are reassigned in an AF NAFI at the same installation and pay system are according to tables 18.4 or 18.9.

18.9.6. **Change to a Lower Grade or Pay Band.** Rates of pay for employees who are changed to a lower grade or pay band, in an AF NAFI at the same installation and in the same pay system, are according to tables 18.5, 18.11, or 18.12.

18.9.7. **Transfer of Function.** Rates of pay for employees who are transferred due to a transfer of function from one DoD NAFI to another are according to table 18.6. Usually, only one AF Form 2545 is required. Terminology to be used is Separation-Transfer of Function (Employment Category), and Appointment-Transfer of Function (Employment Category). If the gaining NAFI is not serviced by the same HRO, the appointment document is prepared by the gaining HRO official, who sends a copy to the losing HRO before the date of separation.

18.9.8. **Change From One Pay System to Another.** Terminology and rate of pay for a change between different types of NAF pay systems in a NAFI at the same installation are determined by tables 18.7 and 18.8.

18.9.9. **Change in Employment Category.** The rate of pay is determined according to tables 18.3, 18.4, 18.5, 18.7, 18.8, 18.9, 18.10, 18.11, or 18.12, depending on whether the action is concurrent with a promotion, reassignment or a change to lower grade or pay band.

18.9.10. **Application of New or Revised NAF Wage Schedules.** HROs prepare AF Forms 2545 to effect new or revised wage schedules.

18.9.10.1. **Effective Dates.** New or revised wage schedules, as a result of a change to the federal or state minimum wage, or as a result of locality wage surveys, for all covered wage employees are effective at the beginning of the first full shift on the date specified on the DoD wage schedule, even though that date may not coincide with the beginning of a pay period.

18.9.10.2. **Applying the Schedule.** On the effective date of a new or revised wage schedule, the scheduled rate of pay of a wage employee is initially adjusted as follows:

18.9.10.2.1. If an employee is being paid at one of the scheduled rates of a grade under the old wage schedule, he or she is paid at the scheduled rate of pay for the corresponding numerical rate of the same grade under the new or revised wage schedule.

18.9.10.2.2. If an employee is being paid at a rate in excess of the maximum scheduled rate of his or her grade under the old wage schedule, he or she is entitled to pay retention as follows:

18.9.10.2.2.1. CT employees who have indefinite pay entitlements, are entitled to receive increases as shown in paragraph 18.13.

18.9.10.2.2.2. An employee is not required to suffer a hardship because of a delay in applying a new pay schedule. Accordingly, a retroactive change is not made if actions taken and payments made during the period of retroactivity are more advantageous to the employee, than the rate of pay that results from a new schedule. The Comptroller General has ruled, at 53 Comp. Gen. 665, B.140583, 13 March 1974, that pay retention is not permissible when wage reductions are based on decreases in prevailing rates, as determined by wage surveys. Therefore, wage schedules with a decrease in rate are applied according to the effective date shown on those schedules.

Table 18.1. Pay Setting on Appointment (CT Only) (See notes 1, 2, and 3).

RULE	A If an employee	B and the employee	C then the employee's
1	has his or her position changed from an APF position to a NAF position	is receiving a rate of scheduled pay equal to a rate of the grade in which his or her position is placed	pay is fixed at that rate.
2	has his or her position changed from an APF position to a NAF position	is receiving a rate of scheduled pay at a rate between two rates of the grade in which his or her position is placed	pay is fixed at the higher of the two rates.
3	has his or her position changed from an APF position to a NAF position	is receiving a rate of scheduled pay in excess of the maximum scheduled rate of the grade in which his or her position is placed	former grade and pay are retained IAW FPM 532-2, S-8e.
4	is selected for a wage rate position	is recognized as having special qualifications, with skills and experience of an exceptional or highly specialized nature related to the position	pay is fixed at the second step (see note 4).
5	is selected for a wage rate position that has been identified by DoD as hard to fill		pay is set at the step identified by DoD.
6	is appointed to a position in another NAFI other than by transfer of function	has no break in service of 1 or more workdays	pay is set at any scheduled step of the grade no higher than could have been received if the action took place in the previous NAFI, not to exceed the top step (see notes 5 and 6).

RULE	A If an employee	B and the employee	C then the employee's
7	had held a NAF position	is rehired into the same NAFI within 52 calendar weeks of the separation date, but after the reinstatement eligibility period has ended; or within 6 months if not eligible for reinstatement	pay is set at any step of the grade that does not exceed the highest previous scheduled rate of pay, not to exceed the top step of the grade (see note 5).
8	has held a NAF position	is hired into another NAFI within 52 calendar weeks	pay is set at any step of the grade that does not exceed the highest previous scheduled rate of pay, not to exceed the top step of the grade (see note 5).

NOTES:
1. Appointments are made at the minimum step of the grade unless authorized by one of the rules on this table.
2. Authority to hire above the minimum is automatically cancelled when a revised wage schedule is issued, unless the authority is extended by DoD.
3. For reinstatements, see table 18.2.
4. With the prior approval of the Services commander or director.
5. Unless on an indefinite retained rate, as explained in FPM Supp 532-2.
6. Any category employee may be entitled to an additional step, or credit to the next step, based on creditable service since his or her last equivalent increase in the former position, when brought back to the same or lower grade position in the same NAFI (see paragraph 18.11). Managerial approval is not required.

Table 18.2. Pay Setting on Reinstatement (See note 1).

RULE	A If an employee is reinstated	B then pay is established, subject to the manager's approval,
1	to the same grade	at the same step held prior to separation (see note 2).
2	to a lower grade	at a step to which employee would have been placed if no separation had occurred, using table 18.5, rule 1, not to exceed the top step.
3	to a higher grade	at a step to which the employee would have been placed if no separation had occurred, using table 18.3 (see note 2).
4	to the same pay band	at the same salary held prior to separation if reinstated to the same NAFI, otherwise at any salary within the pay band if reinstated to a different NAFI.
5	to a lower pay band	at any rate within the applicable pay band that does not exceed current existing rate of pay.
6	to a higher pay band	at the same salary held prior to separation if reinstated to the same NAFI, otherwise at any salary within the pay band if reinstated to a different NAFI.
7	to a pay band position from a CT position	at the same salary held prior to separation or at the minimum of the pay band, whichever is greater, if reinstated to the same NAFI; otherwise at any salary within the pay band if reinstated to a different NAFI.
8	to a CT position from a pay band position	at any step in the grade which does not exceed the existing rate of pay, not to exceed the top step.

NOTES:
1. See paragraph 3.14 for what constitutes reinstatement.
2. If in a retained rate of pay at the time of separation, pay is set no higher than the top step.

Table 18.3. Pay Setting on Promotion (See note 1).

RULE	A If a NAF employee is promoted from a	B pay is set at	C unless there is no	D then the employee's pay is set at
1	CT position to a CT position	the lowest scheduled rate of the grade to which promoted that exceeds existing scheduled rate by at least 4 percent of the representative rate of the grade from which promoted	rate of pay in the grade to which promoted that meets this requirement	the maximum scheduled rate of the grade to which promoted; or existing scheduled rate of pay, if that rate is higher (see notes 2, 3, 4, and 5).
2	NF to a NF position	a minimum increase of 6 percent over current rate of pay	rate of pay in the pay band that meets this requirement	the maximum scheduled rate of pay within the pay band to which promoted (see notes 3 and 6).
3	CC to CC	a minimum increase of 6 percent over current rate of pay	rate of pay in the pay band that meets this requirement	the maximum scheduled rate of pay within the pay band to which promoted (see notes 3 and 6).

NOTES:
1. This table does not apply to the promotion of regular CT employees who are in grade or pay retention, to other regular CT positions (see table 18.10).
2. This rule also applies to an employee promoted from a single-rate job under a special schedule, to a multi-rate job under the regular schedule.
3. If promotion is to a position in the same NAFI in a different wage area, the HRO determines the employee's pay entitlement as if there were two actions (a promotion and a reassignment) and processes them in the order that gives the employee the maximum benefit. The employee's pay entitlement is determined as if the employee were promoted under the old wage schedule and then reassigned to the same NAFI in the new wage area, or reassigned to the same NAFI in the new wage area and then promoted under the new wage schedule, whichever provides the greater benefit.
4. Upon promotion, an employee may be granted the benefit of the highest previous rate provisions of paragraph 18.2.12, if this would result in a higher rate of pay.
5. Employees who are promoted from a regular position to a flexible position are not authorized to retain a rate of pay above the top step of the grade.
6. Or existing schedule rate of pay, if that rate is higher as a result of previous pay retention.

Table 18.4. Pay Setting on Reassignment (See note 1).

RULE	A If reassignment is due to a	B then pay is set at
1	BBA	for CT employees, the existing step rate; for pay band employees, the existing rate of pay, or a decreased or increased rate depending upon the level of responsibility of the new position, as approved by the manager.
2	management action (CT only)	the existing step rate (see note 2).
3	management action (NF pay band only)	the existing rate of pay, or an increased rate depending upon increased level of responsibility of the new position.
4	employee request	for CT employees, the existing step rate. for pay band employees, the existing rate of pay, or a decreased or increased rate depending upon the level of responsibility of the new position, as approved by the manager.
5	personal cause	any step of the grade, or rate within the pay band, that does not exceed the existing rate, as approved by the manager.
6	management action (CC only) to a higher level CC position within the same pay band	minimum increase of 4 percent of the existing hourly rate.
7	management action (CC only) to a lower level CC position within the same pay band	the existing rate of pay.
8	employee request (CC only) to a higher level CC position within the same pay band	minimum increase of 4 percent of the existing hourly rate.
9	employee request (CC only) to a lower level CC position within the same pay band	the existing rate of pay, or a decreased rate depending upon level of responsibility of the lower level CC position, as approved by the manager.

NOTES:

1. This table does not apply to reassignments of regular CT employees, who are in retained grade or pay, to other regular CT positions. (See table 18.9).
2. Employees who are reassigned from regular positions to flexible positions are not authorized to retain a rate of pay above the top step of the grade.
3. If a BBA results in a CC employee being reassigned to a higher level CC position within the same pay band, a minimum increase of 4 percent of the existing rate of pay is applied.

Table 18.5. Pay Setting on Change to Lower Grade/Pay Band Within the Same System (See note 1).

RULE	A If change to lower grade/pay band is due to	B pay is set at	C unless the	D then the employee is entitled to
1	a BBA	for CT employees, the lowest scheduled rate of the lower grade which equals or exceeds the employee's existing scheduled rate of pay; if employee's rate of pay falls between two steps, the higher step is used	existing scheduled rate exceeds the maximum step of the lower grade	the top step of the lower grade (see note 2).
		for pay band employees, any rate within the lower pay band that does not exceed the existing scheduled rate of pay, as approved by the manager		
2 3	change in classification standards classification error	for CT employees, the lowest scheduled rate of the lower grade which equals or exceeds the employee's existing scheduled rate of pay; if employee's rate of pay falls between two steps, the higher step is used	existing scheduled rate exceeds the maximum step of the lower grade	the top step or the existing rate if entitled to pay retention (see note 2).
		for pay band employees, the existing rate of pay	existing schedule rate exceeds the maximum rate of the lower pay band	the maximum rate of the pay band or existing rate if entitled to pay retention.
4	returning to former or intermediate grade/pay band upon termination of temporary promotion	the step rate or pay band rate which he or she would have reached had it not been for the temporary assignment to the higher grade.		
5	employee request (see note 4)	for CT employees, any step in the lower grade which does not exceed the existing scheduled rate of pay, not to exceed the top step, as approved by the manager.		

RULE	A If change to lower grade/pay band is due to	B pay is set at	C unless the	D then the employee is entitled to
6	personal cause (see note 4)	for pay band employees, any rate within the lower pay band that does not exceed the existing scheduled rate of pay, as approved by the manager.		

NOTES:
1. This table does not apply to demotions of regular CT employees to other regular CT positions when they are entitled to retained grade or pay (see tables 18.11 and 18.12).
2. Employees who are demoted from a regular position to a flexible position are not authorized to retain a rate of pay above the top step of the grade.
3. Not applicable to CT employees.
4. Any retained grade is terminated.

Table 18.6. Pay Setting on Transfer to or From Another NAFI by Reason of Transfer of Function.

RULE	A If transfer results in a	B then pay is set by
1	promotion	table 18.3, 18.7, or 18.10.
2	reassignment	table 18.4, rule 1; 18.7, rule 1; or 18.9, rule 1.
3	change to lower grade/pay band	table 18.5, rule 1; 18.7, rule 1; 18.11, rule 1; or 18.12, rule 1 or 2.

Table 18.7. Pay Setting on Moving From a CT Position to a NF or CC Position.

RULE	A If change to a different pay system is due to	B and employee's current salary	C then pay is set at	D and NOA is
1	a BBA	falls within the pay band	the existing rate of pay, or a decreased or increased rate depending upon the level of responsibility of the new position, as approved by the manager	reassignment (with/without pay adjustment).
		falls outside maximum of pay band	the maximum rate of the pay band	change to lower pay band.
		falls below minimum of pay band	the minimum rate of the pay band, or an increase of 6 percent over current rate of pay, whichever is greater	promotion.

2 3	change in classification standards classification error	falls within the pay band	the existing rate of pay, or a decreased or increased rate depending upon the level of responsibility of the new position, as approved by the manager	reassignment (with/without pay adjustment).
		falls outside maximum of pay band	the maximum rate of the pay band, or existing rate if entitled to pay retention (see note)	change to lower pay band.
		falls below minimum of pay band	the minimum rate of the pay band, or an increase of 6 percent over current rate of pay, whichever is greater	promotion.
4	returning to former or intermediate pay band upon termination of temporary promotion		the pay band rate which he or she would have reached had it not been for the temporary assignment to the higher CT position	change to lower pay band.
5 6	employee request personal cause	falls within the pay band	any rate within the pay band that does not exceed the existing rate of pay, as approved by the manager	reassignment.
		falls outside maximum of pay band	any rate within the pay band as approved by the manager	change to lower pay band.
		falls below minimum of pay band	the minimum rate of the pay band	reassignment.
7	management action	falls within the pay band	the existing rate of pay, or an increased rate, depending upon increased level of responsibility of the new position	reassignment (with/without pay adjustment).
		falls below minimum of pay band	the minimum rate of the pay band	reassignment.

NOTE:
Employees who are demoted from a regular position to a flexible position are not authorized to retain a rate of pay above the top step of the grade

Table 18.8. Pay Setting on Moving From a NF or CC Position to a CT Position.

RULE	A If change to different pay system is due to	B and employee's current salary (representative rate for NF/CC)	C then pay is set at	D unless the	E then the employee is entitled to	F and the NOA is
1	a BBA	is more than the representative rate of the CT position	the lowest scheduled rate of the lower grade which equals or exceeds employee's existing scheduled rate of pay (when the existing rate of pay falls between two steps, the higher rate is used)	existing scheduled rate exceeds the maximum step of the lower grade	the top step (see note 1)	change to lower grade.
		is less than the representative rate of the CT position	the lowest scheduled rate of the grade to which promoted that exceeds existing scheduled rate by at least 4 percent			promotion.
		is equal to the representative rate of the CT position	the existing rate of pay			reassignment.
2 3	change in classification standards classification error	is more than the representative rate of the CT position	the lowest scheduled rate of the lower grade which equals or exceeds employee's existing scheduled rate of pay (when the existing rate of pay falls between two steps, the higher rate is used)	existing scheduled rate exceeds the maximum step of the lower grade	the top step or existing rate if entitled to pay retention (see note 1)	change to lower grade.
		is less than the representative rate of the CT position	the lowest scheduled rate of the grade to which promoted that exceeds existing scheduled rate by at least 4 percent			promotion.
		is equal to the representative rate of the CT position	the existing rate of pay			reassignment.

RULE	A **If change to different pay system is due to**	B **and employee's current salary (representative rate for NF/CC)**	C **then pay is set at**	D **unless the**	E **then the employee is entitled to**	F **and the NOA is**
4	returning to former or intermediate grade upon termination of temporary promotion		the step rate of pay he or she would have reached had it not been for the temporary assignment to the higher pay band position			change to lower grade.
5 6	employee request personal cause	is more than the representative rate of the CT position	at any step rate in the lower grade which does not exceed the existing scheduled rate of pay, not to exceed the top step, as approved by the manager			reassignment.
		is less than the representative rate of the CT position	the lowest scheduled rate of the grade that exceeds existing scheduled rate of pay			reassignment.
		is equal to the representative rate of the CT position	the existing rate of pay			reassignment.
7	management action	is less/more than the representative rate of the CT position	the lowest scheduled rate of the grade which equals or exceeds employee's existing rate of pay (when the existing rate falls between two steps, the higher step is used) (see note 2)			reassignment.
		is equal to the representative rate of the CT position	the existing rate of pay			reassignment.

NOTES: 1. Employees who are demoted from a regular position to a flexible position are not authorized to retain a rate of pay above the top step of the grade.

2. If employee's current salary exceeds the top step, this action may not be taken.

Table 18.9. Pay Setting for a Regular Crafts and Trades (CT) Employee Having Retained Grade and Pay and Who is Reassigned to Another Regular CT Position.

RULE	A If reassignment is due to	B then pay is set at
1	a business based action	employee's existing step rate, including a retained grade, if otherwise entitled, or a retained rate of pay.
2	employee's request	employee's existing step rate, including a retained grade, if otherwise entitled, or a retained rate of pay.
3	personal cause	any step rate of the new position that does not exceed the existing rate of pay as approved by the manager, not to exceed the top step (see note).

NOTE: Any retained grade is terminated.

Table 18.10. Pay Setting for a Regular Crafts and Trades (CT) Employee Having Retained Grade and Pay and Who is Promoted to Another Regular CT Position.

RULE	A Pay is set at	B unless	C then the employee is entitled to
1	the lowest scheduled rate of the grade to which promoted that exceeds his or her scheduled rate of pay by a least 4 percent of the representative rate of the grade from which promoted	the employee is in a retained grade that is higher than the grade to which promoted	retain the retained grade for the remainder of the 2-year period.
2	the lowest scheduled rate of the grade to which promoted that exceeds his or her scheduled rate of pay by a least 4 percent of the representative rate of the grade from which promoted	the employee is in a retained pay status higher than the top step of the grade to which promoted	continue to be paid his or her existing scheduled rate of pay.
3	the lowest scheduled rate of the grade to which promoted that exceeds his or her scheduled rate of pay by a least 4 percent of the representative rate of the grade from which promoted	there is no rate of pay in the grade to which promoted that meets this requirement	be paid the higher of his or her existing rate of pay or the maximum of the grade to which promoted.

Table 18.11. Pay Setting for a Regular Crafts and Trades (CT) Employee Entitled to Retained Grade and Pay and Who is Changed to a Lower Grade Regular CT Position.

RULE	A If demotion is due to	B then pay is set at
1	a business based action	employee's current grade and step rate.
2	reclassification (change in standards or classification error)	employee's current grade and step rate.

Table 18.12. Pay Setting for a Regular Crafts and Trades (CT) Employee Entitled to Retained Pay Only and Who is Changed to a Lower Grade CT Position Within the Same NAFI.

RULE	A If demotion is due to	B and employee's scheduled rate of pay	C then pay is set at
1	a business based action	does not exceed the top step of the lower grade	the lowest scheduled rate of the lower grade which equals or exceeds his or her existing scheduled rate (see note).
2	a business based action	exceeds the top step of the lower grade	his or her existing scheduled rate of pay, or 150 percent of the maximum step of the lower grade, whichever is LESSER.
3	reclassification (change in standard, classification error)	does not exceed the top step of the lower grade	the lowest scheduled rate of the lower grade which equals or exceeds his or her existing scheduled rate (see note).
		exceeds the top step of the lower grade	his or her existing scheduled rate of pay, or 150 percent of the maximum step of the lower grade, whichever is LESSER.

NOTE: When the existing rate falls between two steps, the higher step is to be used.

18.9.11. Application of New or Revised NAF Pay Band Schedules. HROs prepare AF Forms 2545 to implement new or revised pay band schedules.

18.9.11.1**. Effective Dates**:

18.9.11.1.1. New or revised pay band schedules as a result of a change to the federal or state minimum wage, or as a result of locality wage surveys, for all covered employees are effective at the beginning of the first full shift on the date specified on the wage schedule by DoD, even though that date may not coincide with the beginning of a pay period.

18.9.11.1.2. New or revised pay band schedules as a result of legislative changes to the GS are effective on the first day of the first pay period on or after 1 January or the date specified on the schedule.

18.9.11.2. **Applying the Schedules**:

18.9.11.2.1. If, as a result of locality wage surveys, increases are made to the minimum and maximum rates of pay in pay bands NF-I and NF-II, and to the minimum rate of pay band NF-III, the HRO initiates pay adjustments on all NF-I and NF-II employees using the average percentage increase indicated on the NAF Pay System Pay Report for each level. After application of this percentage, if a NF-I, II, or III employee's pay is below the minimum for the pay band, an adjustment is initiated by the HRO to insure that no employee assigned to a pay band receives less than the minimum for the applicable pay band.

18.9.11.2.2. If, as a result of legislative changes to the GS, increases are made to the maximum rate of pay for pay band NF-III and to both the minimum and maximum rates of pay for pay bands NF-IV through NF-VI, the HRO initiates pay adjustments on all NF-III through NF-VI employees using the percentage of the annual legislative pay increase. After application of this percentage, if a NF-IV, V, or VI employee's pay is below the minimum for the pay band, an adjustment is initiated by the HRO to insure that no employee assigned to a pay band receives less than the minimum pay for the applicable pay band.

18.9.11.2.3. Legislative changes to the GS locality schedule are applied to the minimum and maximum rates of pay for both pay bands on the CC schedule. In foreign areas, the minimum and maximum rates for each of the two pay bands for CC employees will be adjusted in accordance with the nationwide GS that does not include locality pay. CC employees whose pay is then below the minimum of the adjusted pay band for their position, have their pay adjusted by the HRO to bring them within the band. No other pay adjustments are required.

18.9.12. **Interim Geographic Adjustments (IGA).** In accordance with Section 302 of the Federal Employees Pay Comparability Act of 1990 (FEPCA), Public Law 101-509, the President in Executive Order 12786, 26 Dec 91, authorized the payment of an IGA to employees assigned to a duty station in the following geographical areas known as Consolidated Metropolitan Statistical Areas (CMSAs): (1) New York-Northern New Jersey-Long Island, NY-NJ-CT; (2) San Francisco-Oakland-San Jose, CA; and (3) Los Angeles-Anaheim- Riverside, CA. As of 26 Dec 91 the adjustment rate is 8 percent of basic pay.

18.9.12.1. Employees in pay bands NF-I through NF-VI positions are not entitled to the IGA. The minimum and maximum of NF pay bands are not adjusted using GS IGA schedules.

18.9.12.2. The IGA is added to both the minimum and maximum rate of each of the CC pay bands for CC employees whose official duty stations are in one of the three CMSAs. CC employees whose pay is then below the minimum of the adjusted pay band for their position, have their pay adjusted to bring them within the band. No other adjustment or entitlement to the IGA is authorized.

18.9.13. **Reappointments.** The pay rate for an employee who is reappointed (not reinstatement) to a NAFI in which previously employed within 1 year after separation, is made according to table 18.1. When a CT employee is reappointed to a position at the same or lower grade, service in a pay status in the former position since the last equivalent increase (see paragraph 18.11.6) is creditable towards the employee's next WGI. This creditable service may result in a employee being appointed and immediately being entitled to the next step in the grade. Credit may be given for no more than one step, regardless of the amount of creditable service involved since the last equivalent increase.

18.10. Special Pay Rates. If prevailing rates of pay for specific types of NAF jobs are so substantially above the maximum rates of NAF wage/pay schedules that recruiting and retaining well-qualified individuals are greatly hampered, HQ USAF/SV may recommend that a special rate of pay be set up, with the approval of the DoD, and in the case of CT positions, the approval of the OPM. In exceptional cases, the installation commander may request that special rates or rate ranges be set up for specialized occupations that are critical to the mission of a NAFI. The request must be sent through command channels to HQ AFSVA/SVXH (see table 18.13). Requests are made only when these conditions exist:

- Rates of pay on the authorized NAF regular schedules are not adequate for recruiting and retaining qualified employees.
- Authorizing increased minimum rates for these occupations in table 18.13 did not solve the problem.

18.11. WGIs.

18.11.1. **Waiting Period.** A CT employee whose performance is satisfactory is advanced to the next higher step of his or her grade following completion of the waiting period required by tables 18.14 and 18.15, provided the employee did not receive an equivalent increase in pay during the waiting period. A NAF employee's performance is satisfactory when he or she maintains a performance rating of satisfactory or better during the rating period.

18.11.2. **Beginning of a New Waiting Period.** A new waiting period begins:

- On the first day of a new appointment to a NAFI, except in the case of a transfer of function from another DoD NAFI, or reinstatement of a former AF NAF employee.
- On the first day of a new appointment to a NAFI in which previously employed, after a break in service of more than 52 calendar weeks.
- Upon receiving an equivalent increase (see paragraph 18.11.5).

18.11.3. **Duration of Waiting Periods.** Tables 18.14 and 18.15 specify the waiting period an employee must serve before advancing to the next step of his or her grade.

18.11.3.1. A change to lower grade of any employee does not affect the beginning date of a waiting period. The waiting period is not interrupted by non-workdays intervening between an employee's last regularly scheduled workday in one job and his or her first regularly scheduled workday in a new job in a NAFI.

18.11.3.2. Use Attachment 12 in computing waiting periods and effective dates for WGIs. Any LWOP hours are used to adjust the waiting period and subsequent due date.

18.11.4. **Creditable Service.** Creditable service for WGIs is continuous civilian NAF employment, and includes:

18.11.4.1. All service in a pay status, including periods of sick leave, annual leave, advanced sick leave, and advanced annual leave or other paid leave.

18.11.4.2. A limited amount of time in a nonpay status, as shown in table 18.14. (Nonpay status in excess of that amount is made up with creditable service before the next WGI is effected.)

18.11.4.3. A leave of absence granted a regular employee to serve with the Armed Forces during a period of war or National emergency, if the employee is reemployed with the same AF NAFI no later than 52 calendar weeks after separation from active military duty. It is also granted if the employee is restored to his or her position after separation from active military duty or hospitalization continuing thereafter, as explained in paragraph 3.17.

18.11.4.4. LWOP granted to an employee because of an injury for which compensation is payable under the Longshore and Harbor Workers' Compensation Act.

18.11.4.5. Service before a single nonpay period, if the nonpay period is less than 52 calendar weeks.
18.11.4.6. Service before a break in service in any NAFI of less than 52 weeks, regardless of employment category, when the employee is brought back to the same or lower grade position.
18.11.5. **Equivalent Increase**:

18.11.5.1. Except as provided in paragraph 18.11.6, an equivalent increase is an increase or increases in an employee's rate of basic pay equal to or greater than the difference between the rate of pay for the grade and step occupied by the employee and the rate of pay for the next higher step of that grade. In the case of a promotion, the grade and step occupied means the grade and step to which promoted.

Table 18.13. Requesting Increased or Special Pay Rates for Specific Occupations and Grades.

RULE	A **If the hiring rate among private employers is**	B **and NAFIs in the local area**	C **then the HRO may recommend, through channels, that**
1	higher than the minimum local regular NAF wage schedule (CT only)	cannot recruit and retain qualified employees at the minimum local NAF wage rate	one of the pay step rates above the minimum be authorized by DoD as the appointment rate (see note 1).
2	higher than the fifth rate of the grade for the occupation on the local regular wage schedule or the maximum rate for the occupation on the pay band schedule	cannot recruit and retain qualified employees at the increased minimum rate, or maximum rate of the pay band, in specialized occupations critical to the mission of one or more NAFIs	DoD approve the local average rate for pay band occupations; or recommend that OPM approve such rate for CT occupations (see note 1).
3	other than a time rate basis; for example, commission, piece rate, or in consideration of tips		DoD approve the practice for pay band occupations; or recommend that OPM approve such pay practice for CT occupations (see note 2).

NOTES:
1. See Attachment 11 for procedural guidance.
2. See paragraph 18.32 for specific instruction concerning tipped employees. For guidance on other proposals, contact HQ AFSVA/SVXH.

Table 18.14. Within-Grade Increase - Duration of Waiting Period for Regular Employees (see note 1).

RULE	A **If within-grade increase is for a person who is**	B **and calendar weeks in a nonpay status do not exceed (see note 2)**	C **then employee advances to step rate**	D **at the end of**
1	NA, NL, NS	1	2	26 calendar weeks.
2		3	3	78 calendar weeks.
3		4	4,5	104 calendar weeks.

NOTES:
1. When crediting regular service to flexible category employment, multiply the number of weeks by 5 to get the number of days worked.
2. LWOP in excess of these amounts is made up by creditable service before the within-grade increase is effected.

Table 18.15. Within-Grade Increase - Duration of Waiting Period for Flexible Employees (see note 1).

RULE	A If within-grade increase is for a person who is	B and the employee has worked at least (see note 2)	C then employee advances to step rate
1	NA, NL, NS	130 workdays in no less than 26 weeks	2.
2		390 workdays in no less than 78 weeks	3.
3		520 workdays in no less than 104 weeks	4, 5.

NOTES:

1. Any day on which service is performed constitutes a full workday of credit. (Only the days on which service is performed are counted.)
2. If crediting flexible service to regular category employment, 5 workdays equate to 1 calendar week. However, care must be taken to ensure that the service credited is not more than the calendar time for the period involved.

18.11.5.2. If an employee has served in more than one grade during the waiting period under consideration and it is necessary to determine whether he or she received an equivalent increase in a prior grade, an equivalent increase is one or more increases in the scheduled rate of pay, equal to or greater than the amount of the WGI for advancement between steps of the prior grade.

18.11.5.3. If an employee receives more than one increase in his or her scheduled rate of pay during the waiting period under consideration, no one of which is an equivalent increase, the first and subsequent increases are added until they amount to an equivalent increase, at which time he or she is considered to have received an equivalent increase.

18.11.6. **Increases Not Counted as Equivalent Increases**:

- The application of a new or revised wage schedule.
- The payment of additional compensation as nonforeign or foreign post differentials, or nonforeign COLAs.
- The payment of premium pay for overtime and holiday pay.
- The payment of night-shift differential.
- The payment of hazard-pay differentials.
- The payment of rates above the minimum rate of the grade, in recognition of specific qualifications, or in jobs in specific hard-to-fill occupations.
- The correction of an error in a previous demotion or reduction in pay.
- A temporary limited promotion (that is, a promotion known in advance to be temporary) that is later changed back to the former grade or a different lower grade.
- A transfer or reassignment in the same grade and step (rate) within the same NAFI to another local wage area that has a higher wage schedule.
- The repromotion to a former or intervening grade of any NAF employee whose earlier change to a lower grade was not for cause and was not at the employee's request.

18.11.6.1. If an employee is changed from a non-wage job to a wage job, the determination of whether the change resulted in an equivalent increase is made by comparing the employee's new scheduled rate of pay with 104 percent of the representative rate of the wage grade from which changed.

18.11.6.2. If an employee is changed from one wage job to another wage job that is subject to a different wage schedule (such as from supervisory to nonsupervisory or vice versa), the determination of whether the change resulted in an equivalent increase is made by comparing the increase received, if any, with 104 percent of the representative rate of the grade from which changed.

18.11.7. **Effective Date**:

18.11.7.1. The effective date of a WGI is the first day of the first pay period after the required waiting period is completed.

18.11.7.2. If an employee has been in a nonpay status during the waiting period, except as covered in paragraphs 18.11.3 and 18.11.4, his or her WGI is effective on the first day of the first pay period after the employee has made up any nonpay time in excess to that

allowed in table 18.14.

18.11.7.2.1. Before preparing the AF Form 2545, the HRO prepares, in duplicate, a request to the NAF AO for information on employees using the format shown in figure 18.1. The HRO completes columns (1), (2) and (3). Columns (4) and (5) are completed by the NAF AO and returned to the HRO within 3 workdays.

18.11.7.2.2. Upon receipt of the nonpay status information shown in figure 18.1, the HRO computes excess nonpay time, which must be made up before the WGI can be effected, by:

- Determining the average number of weekly scheduled hours, by dividing the total number of scheduled hours during the waiting period by the number of weeks in the waiting period.
- Determining the number of weeks in a nonpay status, by dividing the total number of hours in a nonpay status by the number of hours in the employee's average weekly work schedule.
- Determining the number of calendar weeks to be made up, by subtracting the number of weeks allowed in the waiting period from the total number of weeks in a nonpay status.
- Computing the new due date, by extending the waiting period by the number of calendar weeks that must be made up. The new date is the beginning of the first pay period following the date the adjusted waiting period is completed.

18.11.7.2.3. The HRO prepares AF Form 2545, and sends it to the NAF AO.

18.11.7.3. When the effective date of a WGI and the effective date of another personnel action are the same, actions are processed in the order most advantageous to the employee.

18.11.8. Corrective Actions. A WGI is corrected if the WGI is delayed beyond its proper effective date or granted before its proper effective date because of administrative oversight, error, or delay. The increase is made effective as of the date it was properly due, with the proper increase paid retroactively, or overpayment of wages recouped.

Figure 18.1. Format for Requesting Information on Employees With Time in Nonpay Status.

(1) Employee's Name
(2) NAFI Name & Code
(3) Waiting Period
From:
To:
(4) Total Number Hours Scheduled During the Waiting Period
(5) Total Number Hours Nonpay Status During the Waiting Period

18.12. Pay Retention. Pay retention covers regular NF or CC employees moving within the pay band system, regular NF or CC employees moving to regular CT positions, and regular CT employees moving to regular NF or CC positions.

18.12.1. **Eligibility for Pay Retention.** Eligibility for pay retention occurs when, as a result of a classification error, a regular employee is downgraded within the NAFI to another regular position. The employee is entitled to a retained rate of pay for 2 years if the employee has served one continuous year immediately before the change in one or more positions at a higher pay band or grade.

18.12.2. **Duration of Pay Retention**:

18.12.2.1. Pay is retained under this policy for 2 years, unless it is terminated earlier by one of the following conditions:

- A break in service of one or more work days.
- A later change to a lower pay band or grade which is effected for personal reasons at the employee's request, personal cause, or a BBA resulting from a validated lack of funds or curtailment of work.
- Entitlement to a rate of pay that is equal to or higher than the retained rate because of another personnel action or normal operation of the pay system.
- Change to a flexible category.

18.12.2.2. If an employee receiving a retained rate accepts a temporary promotion to the same or higher pay band or grade than that from which demoted, the temporary promotion does not affect the running of the pay retention period, which still ends 2 years after the original demotion.

18.12.3. **Amount of Retained Rate.** The retained rate is the lesser of the scheduled rate of pay immediately before the change or 150 percent of the maximum rate of the pay band or grade to which demoted.

18.12.4. **Effect of Further Demotion.** If an employee receiving a retained rate is further demoted during the 2-year retention period, he or she continues to receive the same retained rate until termination of eligibility occurs.

18.12.5. **Entitlement to Future Wage or Pay Schedule Increases During the 2-Year Retention Period.** An employee whose pay is retained under the above procedures is entitled to any increase provided in the scheduled step rate of the grade from which demoted, or any increase provided in the pay band from which demoted.

18.12.6. **Adjustment of Rate of Pay After the Pay Retention Period Terminates or Expires.** If a retained rate is terminated because the pay retention period expires, the employee's rate of pay is adjusted to the top step of the new grade, or to the maximum rate of the new pay band.

18.13. Grade and Pay Retention for CT Employees.

18.13.1. **Definitions.** For the purpose of this paragraph:

18.13.1.1. Employee means an employee occupying a regular CT position who is moved to a lower-grade regular CT position, in a NAFI, for those reasons explained in this paragraph.

18.13.1.2. Retained grade means the grade used in determining benefits to which the employee is entitled.

18.13.1.3. Covered Pay Schedule means the NAF CT wage schedule.

18.13.1.4. Position subject to this paragraph means any regular NAF CT position in a NAFI.

18.13.1.5. BBA procedures means those procedures applied in carrying out any BBA.

18.13.2. **Grade Retention Following a Change of Position or Reclassification**:

18.13.2.1. **BBA.** Any regular NAF CT employee who, as a result of BBA procedures, is placed in a lower-graded regular NAF CT position, in a NAFI, is entitled, to the extent provided in paragraph 18.13.2.3 to retain the grade of the position held immediately before such placement for the 2-year period beginning on the day of such placement, if he or she has served for 52 consecutive weeks in one or more regular CT positions in the NAFI at a higher grade.

18.13.2.2. **Reclassification.** Any employee in a regular NAF CT position whose position has been reduced to a lower-graded regular CT position in the same NAFI is entitled, to the extent provided in paragraph 18.13.2.3 to retain the grade of such position before reduction for the 2-year period beginning on the date of reduction in grade, if the grade of the position, before reduction, had been classified at the higher grade for a continuous period of at least 1 year immediately before such reduction.

18.13.2.3. For the 2-year period referred to in paragraphs 18.13.2.1 and 18.13.2.2, the retained grade is treated as the grade of the employee's position for most purposes (including pay administration, retirement and life insurance, and eligibility for training and promotion), except:

- For determining whether an employee has been demoted for purposes of terminating grade or pay retention.
- For determining an employee's "exempt or nonexempt" status under FLSA.
- For those purposes of applying any BBA procedures.

18.13.2.4. The employee is entitled to 100 percent of each comparable increase for his or her step in the retained grade.

18.13.2.5. The 2-year grade retention provisions of paragraphs 18.13.2.1 through 18.13.2.4 cease to apply to an employee who:

- Has a break in service of one workday or more from the NAFI.
- Is demoted (determined without regard to this paragraph) for personal cause or at the employee's request.
- Is placed in, or declines a reasonable offer of, a position with a grade equal to or higher than the retained grade.
- Elects in writing to have the benefits of this paragraph terminated.

18.13.3. **Pay Retention**:

18.13.3.1. Pay retention is granted to any eligible employee whose rate of pay would otherwise be reduced only as a result of one of the following actions, if the action is not at the employee's request, or for personal cause, or as a result of the termination or expiration of a temporary promotion:

- Expiration of the 2-year period of grade retention.
- BBA or reclassification when the employee does not meet eligibility requirements for grade retention.
- The reduction or elimination of special schedules or special rates.
- Placement in a different pay schedule in a NAFI; or in a different wage area when the employee moves as a part of the same NAFI or in a functional transfer.
- Placement from a special rate position to a nonspecial rate position or to a lower special rate position in a NAFI.

18.13.3.2. The employee is entitled to the lowest scheduled rate of pay in the employee's grade, after the action is taken, which equals or exceeds his or her current scheduled rate of pay. If there is no such rate, the employee is entitled to the lower of:

- His or her scheduled rate of pay payable to the employee immediately before the reduction in pay; or
- One hundred fifty percent of the maximum scheduled rate of pay for the employee's new grade.

18.13.3.3. The employee in retained pay is entitled to 50 percent of the amount of each increase in the maximum scheduled rate of pay, payable for his or her grade. This adjustment is made before a comparison with the maximum step of the grade (to decide whether or not the employee goes off his or her retained pay). If, after the adjustment, the employee's rate is less than the maximum rate of his or her grade, the employee is entitled to the maximum rate.

18.13.3.4. The preceding provisions cease to apply to an employee who:

- Has a break in service of one workday or more from the NAFI.
- Declines a reasonable offer of a position with a scheduled rate of pay equal to or higher than, the retained rate of pay.
- Is demoted for personal cause or at the employee's request.
- Is changed to a flexible position.
- Is entitled to a scheduled rate of pay which is equal to or higher than retained rate of pay.

18.13.4. **Grade Retention When a Transfer of Function is Accepted.** An employee who accepts a transfer of function has full grade and pay retention, if otherwise entitled.

18.13.5. **Exclusion of Flexible Employment**:

18.13.5.1. Grade and pay retention is limited to those employees whose employment category is regular.

18.13.5.2. Any employee serving under a temporary promotion or temporary reassignment is considered to be employed on a temporary basis, as to the grade of the position temporarily occupied. Therefore, such an employee may not receive grade retention, based on the grade held during the temporary promotion. Also, neither grade nor pay retention is terminated due to a temporary promotion or temporary reassignment during the grade retention period. A temporary promotion is defined to be a promotion, with a definite time limitation, that the employee was informed, in advance, was temporary and would require the employee to return to his or her former grade at the end of the temporary promotion.

18.13.6. **Movement Between NS, NL, and NA Schedules.** When an employee is moved, with or without his or her position, from an NS to NL, NS to NA, or NL to NA pay schedule, under circumstances that would entitle the employee to grade retention, it must be determined whether a reduction in grade has occurred, and accordingly, whether grade retention is warranted.

18.13.6.1. To do this, the representative rate of the employee's position must be determined before and after the movement. The representative rate of a position under a regular prevailing rate FWS wage schedule, is the second step of the grade.

18.13.6.2. If the representative rate of the employee's position after movement is lower than before the movement, the movement has been to a lower grade, and the employee is entitled to grade retention, if otherwise eligible.

18.13.7. **Further Reductions in Grade**:

18.13.7.1. If, during a 2-year period of grade retention, an employee is further reduced in grade, under circumstances also entitling the employee to retain the original retained grade for the remainder of the original 2-year retention period. At the end of that period, the employee retains the grade of the position to which the original reduction in grade was made, until 2 years have passed from the date the second reduction in grade would have occurred but for the first grade retention entitlement.

18.13.7.2. During the second 2-year period, but before it expires, the employee is paid as if the second reduction had not occurred. The employee's rate of scheduled pay is fixed according to paragraph 18.13.11, either at a rate of the rate range for the grade to which the employee was previously reduced, or in a retained rate of scheduled pay computed as if the further reduction had not occurred. At the end of the second 2-year period, the employee's rate of scheduled pay is again fixed according to paragraph 18.13.11, at either a rate of the rate range for the grade to which the employee was reduced in the second reduction or at a retained rate of scheduled pay, computed on the basis of the grade to which the employee was reduced by the second reduction in grade.

18.13.7.3. If, during a period of pay retention, an employee is placed in another position under circumstances also entitling the employee to pay retention, the employee's prior entitlement continues unaffected. The employee's retained pay is NOT reduced by virtue of the later action by applying the 150 percent limitation discussed in paragraph 18.13.3.

18.13.8. **Demotion for Personal Cause or at an Employee's Request**:

18.13.8.1. Grade and pay retention do not apply to an employee who is reduced in grade for personal cause or at his or her own request.

18.13.8.2. A demotion for personal cause is an action based on the conduct, character, or unacceptable performance of an employee.

18.13.8.3. A demotion is considered to be at an employee's request if the demotion is initiated by the employee for his or her benefit, convenience, or personal advantage, or when the employee requests or consents to a demotion instead of a proposed adverse action for personal cause.

18.13.9. **Declining a Reasonable Offer of a Position.** Grade and pay retention do not apply to an employee who declines a reasonable offer of a position, when the grade is equal to or higher than the employee's retained grade; or when the rate of scheduled pay is equal to or higher than the employee's retained pay. The termination of grade or pay retention is effective on the last day of the pay period in which the declination is received. To apply these provisions, a reasonable offer of a position must meet these conditions:

- The offer must be in writing, and must include an official PD of the offered position.
- The offered position must be a CT position and one for which the employee meets the established qualification requirements.
- The offered position must be in a NAFI, but not necessarily in the same one in which the employee is serving at the time of the offer.
- The offered position must be a regular position and have guaranteed hours of no less than the position held before the offer.
- The offered position must be in the same commuting area as the employee's position immediately before the offer.
- The offer must inform the employee that the entitlement to grade or pay retention terminates if the offer is declined and that the employee may appeal the termination of the grade or pay retention.

18.13.10. **Effective Date of Employee's Election to Terminate Grade Retention.** Grade retention terminates

on the last day of the pay period in which the employee's written election is received in the HRO.

18.13.11. **Determination of Rate of Scheduled Pay**:

18.13.11.1. When an employee becomes eligible for pay retention at the end of the 2-year period of grade retention, or otherwise becomes eligible for pay retention under this paragraph, the HRO takes one of the following actions:

18.13.11.1.1. If the employee's rate of scheduled pay immediately before the eligibility for pay retention is less than the minimum rate of the grade of the position to be occupied, the employee is placed at the minimum rate, and pay retention does not apply.

18.13.11.1.2. If the employee's rate of scheduled pay immediately before the eligibility for pay retention is equal to one of the rates of the grade of the position to be occupied, the employee is placed at that rate, and pay retention does not apply.

18.13.11.1.3. If the employee's rate of scheduled pay immediately before eligibility for pay retention falls between two consecutive rates of the grade or the position to be occupied, the employee is placed in the higher of the two rates, and pay retention does not apply.

18.13.11.1.4. If the employee's rate of scheduled pay immediately before eligibility for pay retention exceeds the maximum rate of the grade of the position to be occupied, the HRO determines the employee's retained pay according to paragraph 18.13.3.2. This rate is subject to further adjustment according to paragraph 18.13.3.3. When the maximum rate of the grade becomes equal to or exceeds the employee's retained rate of scheduled pay, the employee is placed in that maximum rate, and pay retention does not apply.

18.13.11.2. In computing increases in retained rate of scheduled pay under paragraph 18.13.3, rates are rounded to the nearest cent, counting one-half cent and over as a whole cent.

18.13.12. **Issuance of Employee Memorandum.** The servicing HRO gives the employee, along with a copy of the AF Form 2545 documenting entitlement to grade retention, a memorandum explaining the action and the nature of the grade retention entitlement.

18.13.13. **Documentation of Action.** Refer to the following attachments for employee actions and documentation requirements:

- Attachment 1, Personnel Action Codes and Nature of Actions for AF Form 2545.
- Attachment 13, AF Form 2545, Documentation of Grade and Pay Retention Actions for CT Employees.
- Attachment 14, Sample Memorandum for Covered NAF CT Employees Eligible for Grade Retention.

18.14. Overtime Pay. Employees are entitled to be compensated for overtime work performed within an activity as prescribed by the following paragraphs. Refer to paragraph 18.15 for compensatory time guidance.

18.14.1. **Overtime Pay Basic Information**:

18.14.1.1. If management determines there is a need for overtime work, proper direction and approval of funds takes place before work is performed.

18.14.1.2. A quarter hour is the largest fraction of an hour used for crediting irregular or occasional overtime hours worked. When irregular or occasional overtime work is performed in other than the full fraction, odd minutes are rounded up or rounded down to the nearest quarter hour.

18.14.1.3. How a position is classified determines overtime entitlement, and how overtime is paid. Positions are classified as either exempt or nonexempt under the FLSA. The HRO designates and annotates the FLSA exempt or nonexempt status of all positions on the PD, PG and AF Forms 2545.

18.14.1.4. Overtime for work performed on Sundays or holidays is paid in the same manner and at the same rate as for overtime performed on any other day.

18.14.1.5. A regularly scheduled employee who performs irregular or occasional overtime work on a day when work was not scheduled, or for which the employee is officially required to return to his or her place of employment, is considered to have worked at least 2 hours for the purpose of overtime pay, whether or not work is performed.

18.14.2. **CT Employees (See table 18.16 and Attachment 15)**:

18.14.2.1. **Nonexempt CT Employees Employed in a Nonforeign Area**:

18.14.2.1.1. Are entitled to be paid overtime for hours worked in excess of 40 hours of work actually performed in the workweek, when ordered, directed, required, approved, or suffered or permitted to work the overtime.

18.14.2.1.2. Are also entitled to be paid overtime for work performed in excess of 8 hours in a day or in excess of 40 hours in a scheduled workweek. Under this rule, the employee's absence from duty on any type of paid absence, such as annual or sick leave, holiday leave, court leave, etc., is deemed employment and does not reduce the amount of overtime pay to which the employee is entitled.

18.14.2.2. **Exempt CT Employees Employed in a Nonforeign Area and CT Employees Employed in a Foreign Area.** These employees are entitled to be paid overtime for hours worked in excess of 8 hours in a day or in excess of 40 hours in a scheduled workweek when officially ordered or approved to work the overtime hours. Under this rule, the employee's absence from duty on any type of paid absence, such as annual or sick leave, holiday leave, court leave, etc., is deemed employment and does not reduce the amount of overtime pay to which the employee is entitled.

18.14.3. **NF and CC Employees (See table 18.17 and Attachment 16)**:

18.14.3.1. **Nonexempt NF and CC Employees Employed in a Nonforeign Area.** These employees are entitled to be paid overtime for hours worked in excess of

40 hours of work actually performed in the workweek, when ordered, directed, required, approved, or suffered or permitted to work the overtime. Excused absences from duty with pay, such as annual or sick leave, holiday leave, court leave, etc., are not periods of work, and are not included in the hours worked for determination of overtime entitlement. The overtime hourly rate of pay is one and one-half times the employee's hourly rate of basic pay exclusive of any premiums or differentials.

18.14.3.2. **Exempt NF and CC Employees Employed in a Nonforeign Area and NF and CC Employees Employed in a Foreign Area.** These employees are entitled to be paid for overtime for hours worked in excess of 40 hours of work actually performed in the workweek, only when the overtime is specifically ordered, directed, required or approved in advance. Excused absences from duty with pay, such as annual or sick leave, holiday leave, court leave, etc., are not periods of work, and are not included in the hours worked for determination of overtime entitlement.

18.14.3.2.1. **Overtime Rate of Pay**:

18.14.3.2.1.1. For the exempt NF or CC employee whose rate of basic pay does not exceed the minimum rate for GS-10, the overtime hourly rate of pay is one and one-half times the employee's hourly rate of basic pay.

18.14.3.2.1.2. For the exempt NF or CC employee whose rate of basic pay exceeds the minimum rate for GS-10, the overtime hourly rate of pay is one and one-half times the hourly rate of basic pay at the minimum rate for GS-10.

Table 18.16. Overtime Entitlement for CT Employees.

RULE	A **If an employee is**	B **and is**	C **and**	D **then the employee is entitled to overtime pay according to**
1	a nonexempt employee in a nonforeign area	officially ordered, or approved to work overtime	works more than 8 hours in a day that does not exceed 40 hours in an administrative workweek or works more than 40 hours in an administrative workweek	Attachment 15.
2	a nonexempt employee in a nonforeign area	suffered or permitted to work overtime	works more than 40 hours actually performed in an administrative workweek	Attachment 15.
3	an employee in a foreign area	officially ordered or approved to work overtime	works more than 8 hours in a day that does not exceed 40 hours in an administrative workweek; or works more than 40 hours in an administrative workweek	Attachment 15.
4	an exempt wage supervisor	officially ordered or approved to work overtime		Attachment 15.

Table 18.17. Overtime Entitlement for NF and CC Employees.

RULE	A If an employee is	B and is	C and	D then the employee is entitled to overtime pay according to
1	a nonexempt employee in a nonforeign area	officially ordered or approved to work overtime, or suffered or permitted to work overtime	actually performs work for more than 40 hours in an administrative workweek	Attachment 16.
2	an exempt employee	officially ordered or approved to work overtime	actually performs work for more than 40 hours in an administrative workweek	Attachment 16.
3	an employee in a foreign area	officially ordered or approved to work overtime	actually performs work for more than 40 hours in an administrative workweek	Attachment 16.

18.15. Compensatory Time.

18.15.1. **Compensatory Time for Overtime Work**:

18.15.1.1. The individual who approves compensatory time off for overtime work is the same individual who is authorized to order or approve overtime work for overtime payment that is made.

18.15.1.2. Compensatory time off in place of overtime pay is authorized only if the overtime work has been officially ordered or approved. It is granted at the rate of one-quarter hour off for each one-quarter hour of overtime worked, according to the following:

- An employee may not accumulate more than 60 hours of compensatory time.
- An employee with compensatory time credited takes such time off before annual leave is granted.
- Compensatory time accrued and taken is recorded on the official time and attendance card.

18.15.2. **Compensatory Time Off for Religious Observance.** All employees are eligible for compensatory time off in place of overtime pay for religious observance:

18.15.2.1. An employee may request to work compensatory overtime, so that time off may be taken without charge to leave, when personal religious belief requires that the employee abstain from working during certain periods of the workday or workweek.

18.15.2.2. An employee who elects to work compensatory overtime for this purpose is granted, instead of overtime pay, an amount of time off from his or her scheduled work (hour for hour) equal to the compensatory time worked.

18.15.2.3. An employee's request to work compensatory overtime or to take compensatory time off to meet his or her religious obligations may be disapproved by management, if such modification in work schedules interferes with the efficient accomplishment of the assigned mission.

18.15.3. **Compensatory Time for the Nonexempt Nonforeign Area CT, NF-I, NF-II, and CC Employee; and All Foreign Area CT, NF-I, NF-II, and CC Employees.** These employees are not entitled to compensatory time except for religious observance as provided for in paragraph 18.15.2.

18.15.4. **Compensatory Time for the Nonexempt Nonforeign Area NF-III Through NF-VI Employee.** Compensatory time off may be granted under the following conditions:

18.15.4.1. Religious observance as provided for in paragraph 18.15.2.

18.15.4.2. An employee may request compensatory time off from a scheduled tour of duty sometime during the remainder of the same workweek in which the overtime was worked. This entitlement arises when an employee works in excess of 40 hours of work before the end of his or her scheduled weekly tour of duty. If circumstances then prevent the employee from taking the requested compensatory time off during the same week, payment for the overtime worked is made.

18.15.5. **Compensatory Time for the Exempt Nonforeign Area NF-III Through NF-VI and CC Employee; and All Foreign Area NF-III Through NF-VI Employees.** Compensatory time off may be granted under the following conditions:

18.15.5.1. Religious observance as provided for in paragraph 18.15.2.

18.15.5.2. An employee whose rate of basic pay is equal to or less than the maximum rate of basic pay for GS-10,

Step 10, may, upon the request of the employee, be granted compensatory time off from his or her tour of duty instead of payment for an equal amount of irregular or occasional overtime work.

18.15.5.2.1. Employees who are granted compensatory time off in place of overtime pay, usually schedule the time off before the close of the pay period following the one during which the overtime was worked. When it is not possible to grant the time off by the end of that pay period, the time off is scheduled for not later than the end of the fourth pay period after the one in which the overtime was worked.

18.15.5.2.2. The employee who fails to take compensatory time off to which he or she is entitled, before the fixed time limit expires, loses his right both to compensatory time off and to overtime pay unless his failure is due to an exigency of the NAFI beyond his or her control.

18.15.5.2.3. In the event of failure to take compensatory time off because management was unable to grant the employee the time off, payment for the overtime is made at the end of the fixed time limit.

18.15.5.3. An employee whose rate of basic pay exceeds the maximum rate for GS-10, Step 10, may be directed to take an equivalent amount of compensatory time off from his or her scheduled workweek for irregular or occasional overtime work. The compensatory time is granted in accordance with paragraphs 18.15.5.2.1, 18.15.5.2.2, and 18.15.5.2.3.

18.16. Night Differentials. CT employees, regardless of employment category, are entitled to night differentials when the work is performed as a part of a regularly established night shift for the organization; payment is mandatory. Other employees are entitled to night differentials only in localities where it is a prevailing practice in the civilian sector.

18.16.1**. Local Policy Determinations.** The Services commander or director establishes the basic policy of whether or not night differentials are paid to NF and CC employees as follows:

- All employees are similarly paid; either all are paid night differentials, or all are not.
- The basic policy is established in writing, with a copy furnished the HRO and NAF AO.
- Procedures for payment of night shift and night pay differentials are according to paragraphs 18.16.2 and 18.16.3.

18.16.2. **Night Shift Differential - CT and NF-I and NF-II Employees**:

18.16.2.1. **Basic Entitlements.** An employee is paid at the scheduled rate of basic pay, plus a differential of 7 1/2 percent of that scheduled rate for regularly scheduled nonovertime work when a majority of whole hours worked occurs between 1500 and midnight; or 10 percent when the majority of whole hours worked occurs between 2300 and 0800. Night-shift differential is included in the rates of basic pay that are used for computing overtime pay, Sunday premium pay, and holiday premium pay. Night-shift differential is not included in determining the amounts to be deducted for retirement, group health insurance, or group life insurance.

18.16.2.1.1. Meal periods of 1 hour or less that occur when a night-shift differential is authorized are included for determining an employee's entitlement to night-shift differential. Thus, if an employee works from 1130 to 2000 with a meal break from 1530 to 1600, the 30 minute meal break is included to determine that a majority of whole hours of work occurred during the second shift and 7 1/2 percent night-shift differential is payable. The following examples show how meal breaks of 1 hour or less are included in the computation of "majority of whole hours."

18.16.2.1.1.1. An employee works an 8-hour shift from 1130 to 2000. The meal break is set from 1530 to 1600 and is included in the 5-hour period from 1500 to 2000. Because a majority of whole hours worked occurs between 1500 and midnight, the employee is entitled to a 7 1/2 percent shift differential for the entire shift.

18.16.2.1.1.2. An employee works an 8-hour shift from 1100 to 1930. The meal break is set from 1500 to 1530. No shift differential is paid, since there is no majority of whole hours worked between 1500 and midnight, that is, he or she is credited only 4 1/2 hours during the second shift.

18.16.2.1.1.3. An employee works an 8-hour shift from 1900 to 0330. The meal break is set from 2300 to 2330. The employee is paid a 7 1/2 percent differential for all 8 hours since a majority of his or her hours are worked during a period in which a night-shift differential is payable. The 10 percent differential is not paid because of the employee's regularly scheduled 8-hour shift does not fall within the period of 2300 to 0800.

18.16.2.1.2. There is no authority for splitting the night-shift differential. An employee receives the proper differential for the entire shift, based on the majority of whole hours worked. These examples show night-shift differential entitlements, under the "majority of whole hours" concept, when an employee's tour of duty either overlaps more than one established shift or includes a split shift within a scheduled workday:

18.16.2.1.2.1. An employee works an 8-hour shift from 2000 to 0400 with a 20-minute paid meal period. The employee works 3 hours in the second shift (7 1/2 percent differential) and 5 hours in the third shift (10 percent differential). He or she is paid a 10 percent differential for all 8 hours, since a majority of whole hours falls within a period for which the 10 percent night-shift differential is payable.

18.16.2.1.2.2. An employee works an 8-hour shift from 1900 to 0300 with a 20-minute paid meal period. The employee works 4 hours during the second shift (7 1/2

percent differential) and 4 hours in the third shift (10 percent differential). He or she is paid a 7 1/2 percent differential for the entire shift, since a majority of hours are not worked during the third shift.

18.16.2.1.2.3. An employee works a split shift from 0500 to 1100 and from 1500 to 1700. The employee works 3 hours during the third shift, 3 hours during the first shift, and 2 hours during the second shift. He or she is entitled to a 7 1/2 percent night-shift differential for all 8 hours, since a majority of his or her regularly scheduled hours of work fall within a period during which a night-shift differential is payable. The 10 percent differential is not paid, since a majority of his or her regularly scheduled 8-hour shift does not fall within the period of 2300 to 0800.

18.16.2.1.2.4. An employee works a split shift from 1000 to 1200 and from 1600 to 2000. Hours worked total 6 hours, with the employee performing 4 hours of work during the established night-shift period. This employee is entitled to the 7 1/2 percent night-shift differential for all hours of work performed
(6 hours), as the majority of the hours worked was after 1500.

18.16.2.2. **Less Than 8-Hour Tour of Duty.** An employee who works on a regularly scheduled shift of less than 8 hours is entitled to a night-shift differential, if a majority of whole hours is worked during a period in which a night-shift differential is payable. For example:

18.16.2.2.1. An employee who works a regular schedule from 1300 to 1900 is paid second-shift night differential at 7 1/2 percent for all hours, because the majority of whole hours (4) are worked during a period to which a night-shift differential is payable.

18.16.2.2.2. An employee is regularly scheduled to work a period starting at 1400 and ending at 2000. Since the majority of whole hours worked are during a period for which the night-shift differential of 7 1/2 percent is payable, the employee is entitled to that differential for his or her entire shift.

18.16.2.2.3. An employee is regularly scheduled to work a period starting at 1300 and ending at 1730. Since the employee works 2 hours before the night-shift period began and only 2 1/2 hours within the night-shift period, the employee is not entitled to the night-shift differential. (In order for this employee to qualify for the differential, he or she must work 3 whole hours during the applicable night-shift period.)

18.16.2.3. **Absence on a Holiday or in Travel Status.** An employee regularly assigned to a night shift for which the night-shift differential is payable, is entitled to the night-shift differential for periods of excused absences on holidays, while on court leave, or while in official travel status during the hours of his or her regular night shift.

18.16.2.4. **Absence on Leave.** The night-shift differential payable during periods of leave with pay depends on the shift to which the employee is assigned (at the time of going on leave) and the duration of the assignment. An employee who is:

18.16.2.4.1. Regularly assigned to a night shift on a full-time basis, during periods of absence with pay, receives the night-shift differential.

18.16.2.4.2. Assigned to a regular rotating schedule that involves work on both day and night shifts, during periods of absence with pay, receives pay as follows:

- Pay at rates payable on the day shift is paid for that portion of the absence that occurs during periods when the employee is scheduled to work the day shift.
- Night-shift differential is payable for the portion of the absence that occurs during periods when the employee is scheduled to work night-shifts.

18.16.2.4.3. Regularly scheduled to work the day shift and who is absent with pay during a temporary assignment to shifts for which a night-shift differential is payable, is paid as follows:

18.16.2.4.3.1. If the assignment to the night shift is indefinite and no expiration date is specified for the assignment, an employee going on leave with pay, while so assigned, receives the night-shift differential during the period of the absence for which a night-shift differential is payable.

18.16.2.4.3.2. If the assignment to the night shift is of specified duration, an employee going on leave, while so assigned, receives the night-shift differential only for that portion of the absence that is within the specified period of the night-shift assignment. After the specified period expires, his or her pay reverts to the day rate.

18.16.2.4.4. Changed from the day to the night shift at irregular intervals, and it cannot be determined that he or she is assigned basically to either shift, the payment during periods of absence with pay is at the rate for the shift on which the employee was working at the time the absence began.

18.16.2.5. **Temporary Assignment to a Different Tour of Duty.** An employee regularly assigned to a:

18.16.2.5.1. Night-shift, but who is temporarily assigned to another night-shift with a higher differential, receives the higher differential, if the majority of the employee's regularly scheduled nonovertime "whole hours" of work, during the temporary assignment, is within a regularly scheduled shift for which the higher differential is payable.

18.16.2.5.2. Day shift is entitled to a night-shift differential for any temporary regular shift assignment for which a night-shift differential is otherwise payable.

18.16.2.5.3. Night-shift is entitled to a night-shift differential for any period during which he or she is temporarily assigned to work a day shift. Similarly, an employee regularly assigned to the third shift, who is temporarily assigned to the second shift, is entitled to

continue to receive a 10 percent differential.

18.16.2.6. **Night-Shift Differential and Lump-Sum Leave Payment.** Refer to paragraph 18.27.2.

18.16.3. **Night Pay Differential - NF-III through NF-VI and CC Employees.** NF-III through NF-VI and CC employees, regardless of employment category, are paid a night pay differential of 10 percent for hours worked between 1800 and 0600. The night pay differential is in addition to overtime, Sunday premium, or holiday premium pay and is not included in the rate of basic pay used to compute the overtime or holiday pay.

18.16.3.1. An eligible employee is entitled to night pay differential:

- For a period when excused from night work on a holiday or any other excused day.
- For night hours of his or her tour when in an official travel status.
- During periods of paid leave, if the amount of that leave is less than 8 hours in a pay period.
- For night work performed when assigned temporarily to a tour of duty other than his or her own.
- During absence for court or military leave, for a period of regularly scheduled night duty.

18.16.3.2. Night pay differential for NF-III through NF-VI and CC employees is not paid:

- For night work not included in a regularly scheduled tour of duty.
- For a period of training and travel incident to training.
- For a period of temporary duty, unless the assignment includes scheduled night work.
- In lump sum leave payments.
- During periods of nonpay status.
- For irregular or occasional overtime duty, as a substitute for an absent employee regularly assigned to night duty.

18.17. **Sunday Premium Pay.** Regular employees who work 40 nonovertime hours per week are eligible to receive Sunday premium pay.

18.17.1. **Basic Entitlement**:

18.17.1.1. CT employees who meet the criteria in this paragraph are paid Sunday premium pay.

18.17.1.2. The Services commander or director establishes the basic policy of whether or not Sunday premium pay is paid to NF and CC employees as follows:

- Employees must meet minimum eligibility requirements in this paragraph.
- All eligible employees are similarly paid; either all are paid Sunday premium pay, or all are not.
- The basic policy is established in writing, with a copy furnished the HRO and NAF AO.
- Procedures for payment of Sunday premium pay are according to paragraph 18.17.2.

18.17.2. **Procedures**:

18.17.2.1. An employee who performs work during a regularly scheduled tour of duty of 8 hours or less, which is not overtime and any part of which is performed on a Sunday, is entitled to pay for the entire tour of duty at the rate of his or her rate of basic pay, plus premium pay at a rate equal to 25 percent of his or her rate of basic pay. For example, an employee who is scheduled to work 40 hours per week and whose work schedule begins at 1800 and ends at 0230 each day, Tuesday through Saturday, is entitled to Sunday premium pay for the Saturday schedule, computed as shown in figure 18.2.

18.17.2.2. Premium pay for Sunday work is in addition to premium pay for holiday work, overtime pay, and night-shift differential, and is not included in the rate of basic pay used to compute the pay for holiday, overtime, and night work.

18.17.2.3. When an employee has two separate tours of duty on Sunday (such as a tour that begins on Saturday and ends on Sunday and another tour of duty that begins on Sunday and concludes on Monday), he or she is entitled to premium pay for Sunday work, not to exceed 8 hours for each tour of duty. For example, an employee on a 40-hour workweek works a regularly scheduled night shift, from 1700 to 0130 (with a 1/2 hour meal period), on Sunday and Wednesday through Saturday. The employee is entitled to Sunday premium pay for two tours (Saturday and Sunday for a total of 16 hours), computed as shown in figure 18.3.

Figure 18.2. How to Compute Sunday Premium Pay.

Organization Workdays	**Compensable Hours**							
	S	**M**	**T**	**W**	**T**	**F**	**S**	**TOTAL**
- Scheduled hours			8	8	8	8	8	40
-- Basic Rate (scheduled rate plus 7 1/2 percent shift differential)			8	8	8	8	8	40
-- Sunday premium pay at a rate equal to 25 percent of basic rate							8	8

Figure 18.3. Computing Premium Pay for Two Separate Tours on Sunday.

Organization Workdays	Compensable Hours							
	S	M	T	W	T	F	S	TOTAL
- Scheduled hours	8			8	8	8	8	40
-- Basic rate (scheduled rate plus 7 1/2 percent shift differential)	8			8	8	8	8	40
-- Sunday premium pay at a rate equal to 25 percent of basic rate	8						8	16

18.18. Holiday Observance. NAFIs observe the following legal holidays:

New Year's Day	1 January
Martin Luther King's Day	3rd Monday of January
President's Day	3rd Monday of February
Memorial Day	Last Monday of May
Independence Day	4 July
Labor Day	1st Monday of September
Columbus Day	2nd Monday of October
Veteran's Day	11 November
Thanksgiving Day	4th Thursday of November
Christmas Day	25 December

18.18.1. Only regular employees are entitled to be excused with pay on holidays or observed days as shown in table 18.18.

18.18.2. Waivers for payment of holiday pay to flexible employees are submitted through the MAJCOM to HQ AFSVA/SVXH. Rationale for requesting such payment must be included.

Table 18.18. NAF Employees' Holiday Observance.

RULE	A **If an employee is**	B **and the holiday falls on a**	C **then employee is entitled to observe the holiday with pay on (see notes 1, 2, and 3)**
1	Regular	scheduled workday	that day.
		day outside the employee's scheduled workweek	the preceding or following workday as determined by the manager.
2	Flexible	any day	no day.

NOTES:

1. A regular employee whose workday covers portions of 2 calendar days, and who, except for this section, would ordinarily be excused from work for the hours of any calendar day on which the holiday falls, will instead be excused from work on his or her entire workday that starts on the calendar day on which the holiday begins.

2. When management closes an activity on a Friday or a Monday because of a holiday on a Saturday or Sunday, regular employees whose scheduled workweek includes the Saturday or Sunday holiday, or the Saturday or Sunday holiday and the closed Friday or Monday, observe the official holiday. Those regular employees whose scheduled workweeks include only the closed Friday or Monday, observe the holiday on the closed day.

3. When management elects to close an activity the day preceding or following a holiday that falls on a day other than Saturday or Sunday, the official holiday is the observed day.

18.19. Holiday Pay and Holiday Premium Pay.

18.19.1. **Pay for Holidays on Which NAF Employees are Excused From Work.** An employee who is entitled to observe the holiday, and who is excused from work because of the occurrence of a holiday, is entitled to holiday pay (which is regular base pay, including any applicable night shift differential) for the number of nonovertime hours that would have been scheduled had it not been a holiday.

18.19.2. **Pay for Work Performed on a Holiday.** An employee who is entitled to observe the holiday, and who performs work on a holiday, is entitled to holiday pay (which is regular base pay, including any applicable night shift differential) for the number of scheduled hours, plus holiday premium pay (which is at a rate equal to regular base pay) for the number of nonovertime hours that do not exceed 8 hours actually worked on the holiday.

18.19.3. **Pay for Uncommon Conditions**:

18.19.3.1. A regular employee whose workday covers portions of two calendar days, who is required to work, is paid holiday premium pay only for the workday that begins on the holiday.

18.19.3.2. Pay for overtime work performed on a holiday is paid at the same rate as for overtime on other workdays.

18.19.3.3. If an eligible employee is in an approved LWOP status on the scheduled workday before and the scheduled workday after the holiday, the employee is not entitled to pay for the holiday.

18.19.3.4. If an eligible employee is AWOL on the scheduled workday before the holiday, he or she is considered AWOL for the holiday, and is not entitled to be excused or paid for the holiday.

18.19.3.5. If an employee fails to report for duty after being notified that he or she is scheduled to work the holiday and he or she fails to provide an acceptable reason for the absence, the employee is considered AWOL and is not entitled to pay for the holiday.

18.19.3.6. If management closes an activity on a Friday or a Monday because of a holiday falling on a Saturday or a Sunday, regular employees whose scheduled workweek includes the holiday and the closed day (who are not required to work either day) are paid regular basic pay for the holiday. Care must be exercised to ensure that the hours lost due to the closed day do not adversely affect an employee's entitlement to compensation for their guaranteed workweek hours.

18.19.3.7. If management elects to close the day preceding or following a holiday that falls on a day other than Saturday or Sunday, regular employees whose scheduled workweek includes both the holiday and the closed day (who are not required to work) are paid regular basic pay for the holiday. Care must be exercised to ensure that the hours lost due to the closed day do not adversely affect an employee's entitlement to compensation for their guaranteed workweek hours.

18.19.3.8. A regular employee who is called to work on a holiday is entitled to at least two hours of holiday premium pay, whether or not work is actually performed.

18.20. Examples of Pay Entitlement for Holidays Worked and Not Worked.

18.20.1. **Example 1.** A regular employee's regularly scheduled workweek is 1400 to 2230, Monday through Friday. Monday is a holiday and the employee is required to work 8 hours on that day. The employee's pay entitlement is:

	Compensable Hours							
	S	**M***	**T**	**W**	**T**	**F**	**S**	**TOTAL**
- Scheduled hours		8*	8	8	8	8		40
- Hours worked		8*	8	8	8	8		40
- Pay entitlement								
-- Basic rate plus 7 1/2 percent shift differential		8*	8	8	8	8		40
-- Holiday premium pay		8*						8

*Holiday

18.20.2. Example 2. A regular employee's regularly scheduled workweek is 0730 to 1630, Monday through Friday. Monday is a holiday and the employee is not required to work. The employee's pay entitlement is:

	Compensable Hours							
	S	**M***	**T**	**W**	**T**	**F**	**S**	**TOTAL**
- Scheduled hours		8*	8	8	8	8		40
- Hours worked			8	8	8	8		32
- Pay entitlement								
-- Basic rate		8*	8	8	8	8		40

*Holiday

18.20.3. Example 3. A regular pay band employee's workweek is 0800 through 1700, Tuesday through Saturday. Monday is a holiday, and the employee is required to work that day. Tuesday is the employee's observed "in lieu of" holiday. The employee also works 4 hours on Tuesday. The employee's pay entitlement is:

	Compensable Hours							
	S	**M**	**T***	**W**	**T**	**F**	**S**	**TOTAL**
- Scheduled hours			8	8	8	8	8	40
- Hours worked		8	4*	8	8	8	8	44
- Pay entitlement								
-- Basic rate		4	8*	8	8	8	8	44
-- Holiday premium pay			4*					4
-- Overtime		4**						4

* Tuesday is the employee's "in lieu of" holiday

** Since the employee's regularly scheduled workweek consists of 40 hours, Tuesday through Saturday, Monday becomes the overtime period because it is outside the employee's regularly scheduled workweek. (A regular crafts and trade employee's pay entitlement for Monday is 8 hours of overtime).

18.20.4. Example 4. A regular employee's regularly scheduled workweek is 0900 to 1730, Monday through Friday. Monday is a holiday, but the employee is required to perform 10 hours of work. The employee's pay entitlement is:

	Compensable Hours							
	S	**M***	**T**	**W**	**T**	**F**	**S**	**TOTAL**
- Scheduled hours		8*	8	8	8	8		40
- Hours worked		10*	8	8	8	8		42
- Pay entitlement								
-- Basic rate		8*	8	8	8	8		40
-- Holiday premium pay		8*						8
-- Overtime		2*						2

*Holiday

18.20.5. Example 5. A regular employee's regularly scheduled workweek is 0900 to 1400, Monday,Wednesday, Friday and Saturday. Monday is a holiday, and the employee is required to perform 3 hoursof work on that day. The employee's pay entitlement is:

	Compensable Hours							
	S	**M***	**T**	**W**	**T**	**F**	**S**	**TOTAL**
- Scheduled hours		5*		5		5	5	20
- Hours worked		3*		5		5	5	18
- Pay entitlement								
-- Basic rate		5*		5		5	5	20
-- Holiday premium pay		3*						3

*Holiday

18.20.6. Example 6. A regular employee's regularly scheduled workweek is 0730 to 1630, Tuesday through Saturday. Monday is the holiday. Tuesday is the employee's observed "in lieu of" holiday, and the employee is not required to work. The employee's pay entitlement is:

	Compensable Hours							
	S	**M**	**T***	**W**	**T**	**F**	**S**	**TOTAL**
- Scheduled hours			8*	8	8	8	8	40
- Hours worked				8	8	8	8	32
- Pay entitlement								
-- Basic rate			8*	8	8	8	8	40

*Holiday

18.20.7. Example 7. A regular employee with a guaranteed workweek of 35 hours is regularly scheduled 1600 to 2300, Sunday through Thursday. Sunday is the holiday, and the employee is not required to work. Management closes the activity on Monday, and the employee is not required to work. The employee's pay entitlement is:

	Compensable Hours							
	S*	**M**	**T**	**W**	**T**	**F**	**S**	**TOTAL**
- Scheduled hours	7*	7	7	7	7			35
- Hours worked			7	7	7			21
- Pay entitlement								
-- Basic rate	7*	7	7	7	7			35

* Holiday

NOTE: If management had been able to reschedule the 7 scheduled hours for Monday, the closed day, to Friday or Saturday, the employee's pay entitlement is:

	Compensable Hours							
	S*	**M**	**T**	**W**	**T**	**F**	**S**	**TOTAL**
- Scheduled hours	7*	7	7	7	7			35
- Hours worked			7	7	7	7		28
- Pay entitlement								
-- Basic rate	7*		7	7	7	7		35

*Holiday

18.21. Travel and Transportation.

18.21.1. **PCS**:

18.21.1.1. **CONUS and Nonforeign Areas.** Regular employees who are selected for PCS to a NAFI at another AF installation in the CONUS or a nonforeign area and who sign a transportation agreement may be allowed essential travel and transportation expenses for themselves and their family members and shipment of household goods (HHG). This includes PCS travel and transportation from their present actual residence to their new duty station and all other entitlements as authorized by the JTR, Volume 2, if it is clearly in the interest of the gaining NAFI, and the gaining commander approves the expenditure of NAFs for that purpose. Career program employee PCS moves are centrally funded.

18.21.1.2. **Transfer of Function.** Regular employees transferred by a transfer of function may be provided travel and transportation expenses in the same manner as described in paragraph 18.21.1.1.

18.21.1.3. **Travel Time Expense Charge.** Employees who are authorized PCS travel and transportation expenses must travel on the gaining NAFI's time. While in a travel status, the employee is paid basic pay as if already on the job.

18.21.1.4. **Foreign Areas.** See paragraph 16.3.5.

18.21.2. **TDY Travel.** Regular employees who are selected for training or who are required to attend conferences, seminars, etc., are placed on TDY for travel to, during, and from the place of temporary duty. While in TDY status, the employee is paid his or her basic pay as if currently on the job. Payment for per diem and travel expenses is borne by the parent NAFI, MAJCOM NAFI, AF central NAFI, or APFs and must not exceed that authorized by the JTR, Volume 2.

18.21.2.1. **Additional Compensation During Official TDY and Travel.** The exempt employee receives additional compensation for the time spent in a travel status that occurs during or outside regular working hours, as shown in Attachment 18. The nonexempt employee receives additional compensation for the time spent in a travel status that occurs during or outside regular working hours, as shown in Attachment 19. In the overseas area,

all employees receive additional compensation for the time spent in a travel status as shown in Attachment 18.

18.21.3. **Wage Area Surveys.** Travel and transportation expenses are paid (where proper under the JTR, Volume 2) to employees assigned duties associated with area wage surveys.

18.21.4. **Use of Privately-Owned Vehicles by NAF Employees When Conducting NAFI business.** When considered advantageous to the NAFI, and with prior approval, employees may be reimbursed for use of their privately-owned vehicles in the conducting of NAFI business. In such cases, reimbursement is limited to the mileage and is at the rate authorized by the JTR, Volume 2.

18.22. Hazard and Environmental Differentials. Payment of such differentials for NF-III through NF-VI employees is made according to FPM Supplement 990-2, book 550, Subchapter S-9. Payment for CT employees is made according to FPM Supplement 532-2, Subchapter S8-7. Procedures for payment of such differentials for NF-I and NF-II positions have not been established. Cases involving either of these latter two categories are sent, through command channels, to HQ AFSVA/SVXH for a determination. Use FPM Supplement 532-2, Subchapter S8-7 as a guide.

18.23. Severance Pay.

18.23.1. A regular NAF employee who has completed at least 12 continuous months of service as a regular NAF employee, and who is involuntarily separated from employment as a result of a BBA, receives severance pay, unless the employee:

18.23.1.1. Is employed in another regular NAF position without a break in service of more than three calendar days.

18.23.1.2. Refuses an offer of an equivalent position within the same or another NAFI located in the same commuting area, including a NAFI to which an employee with his or her function is transferred. *NOTE*: A equivalent position is one in the same employment category that has the same guaranteed hours, and pay, other than a retained rate of pay. An offer of a position that is equal in pay ONLY, that would lower the employment category from regular to flexible, or that would lower the guaranteed hours, is not an equivalent offer for the purpose of severance entitlement.

18.23.1.3. Accepts employment in a continuing APF position without a break in service of more than three calendar days.

18.23.2. The 12 continuous months of regular service required to be eligible for severance pay includes:

- Periods of regular service in any DoD NAFI.
- Nonwork periods, of any amount, due to absence on military furlough or on workers' compensation.
- Nonwork periods after separation from regular service, if reinstatement as a regular employee to the NAFI is made within 6 months after separation from that NAFI. *NOTE*: If severance pay was paid at the time of separation, this period is not creditable, and the new continuous period begins with the date of reinstatement.
- Periods of paid absence.
- Periods of APF employment as provided by Portability Act provisions (see paragraph 13.9).
- Periods of regular service in any NAFI, when the movement from one NAFI to another is without a break in service of one or more workdays.

18.23.3. The 12 continuous months of regular service required to be eligible for severance does not include:

- Periods of intervening flexible service in a NAFI.
- Periods of regular service in other NAFIs, when there was a break in service of one or more workdays when moved between NAFIs.
- Periods of regular service before a break in service of more than 6 months.

18.23.4. Time served as a regular NAFI employee, as shown in paragraph 18.23.2, is creditable service for computing the amount of severance pay due an eligible employee. Periods of regular employment before a separation resulting in severance pay, are not considered in determining either the 12-month eligibility period or in computing creditable service for determining the amount of severance pay for a subsequent qualifying involuntary separation.

18.23.5. An employee who has been issued a BBA separation notice, and who is otherwise eligible, is entitled to severance pay if he or she resigns during the notice period of the separation action. For the purpose of this paragraph, otherwise eligible means that the employee meets the requirements for eligibility as outlined in paragraph 18.23.1.

18.23.6. Severance pay consists of:

18.23.6.1. One week's pay, at the rate of basic pay that the employee is receiving at the time of separation, for each full year of continuos regular service for the first 10 years of service.

18.23.6.2. Two week's pay, at the rate of basic pay that the employee is receiving at the time of separation, for each full year of continuos regular service beyond 10 years of service.

18.23.6.3. Partial credit for each full 3 months of continuous regular service beyond the final full year of service.

18.23.6.3.1. If the total service, including a partial year of service, is less than 10 years, credit the severance pay entitlement by 25 percent of 1 week's pay for each full three months of service.

18.23.6.3.2. If the total service, including a partial year of service, is greater than 10 years, credit the severance pay

entitlement by 25 percent of 2 week's pay for each full 3 months of service.

18.23.6.4. The maximum amount of severance pay an employee may receive is 52 weeks of basic pay at the rate of basic pay received immediately before separation.

18.23.6.5. In computing the severance pay, the employee's rate of basic pay is the hourly rate of pay received immediately before separation multiplied by the greater of:

- The average number of hours worked per week over the 13 pay periods immediately prior to the date of the BBA memorandum.
- The employee's guaranteed hours immediately prior to the date of the BBA memorandum.

18.23.6.6. Examples of severance pay computation:

18.23.6.6.1. A regular employee has one year and one month of continuos regular service, has a guaranteed 40 hour workweek, and a basic rate of pay of $9.50 ph. The employee is entitled to one week of severance pay, $380.00 (40 hrs x $9.50 ph).

18.23.6.6.2. A regular employee has 16 years, 6 months, and 59 days of continuos regular service. The employee has worked an average of 30 hours per week over the last 13 pay periods, and has a guaranteed 20 hours workweek. The employee's rate of pay is $7.00 ph. The employee's severance pay entitlement is $4,830.00.

YEARS OF SERVICE	NUMBER OF WEEKS PAY	BASIC WEEKS PAY ($7.00 PH X 30 HRS = $210.00)
1-10	10	$2,100.00 ($210 x 10 wks)
11-16	12	$2,520.00 ($210 x 12 wks)
3 mos	.25 of 2	$ 105.00 ($420 x .25)
3 mos	.25 of 2	$ 105.00 ($420 x .25)
59 days	0	0
	TOTAL SEVERANCE PAY	$4,830.00

18.23.7. Payment of Severance Pay:

18.23.7.1. Severance pay is payable to an employee at the same pay period intervals that salary would be paid if the employee were still employed. The total severance pay entitlement is paid in bi-weekly payments equal to the bi-weekly payment the employee is receiving at the time of separation, and is subject to income tax, medicare and FICA deductions. The final payment is a full or partial payment consisting of that portion of the severance pay total entitlement remaining unpaid.

18.23.7.2. If the total severance pay entitlement would otherwise be distributed in four bi-weekly payments or less, a lump sum payment of the total severance pay entitlement is made.

18.23.7.3. The HRO records on the AF Form 2545 a remark that includes the total severance pay entitlement, the bi-weekly payment, and the number of weeks the entitlement is paid.

18.23.7.4. Entitlement to severance pay ends when an employee is appointed to another regular DoD NAF position, or when the severance pay entitlement for the employee is exhausted.

18.23.7.5. In the event an employee dies while in receipt of severance payments, the entitlement passes to the beneficiary of the individual.

18.23.7.6. Upon reemployment of a former federal employee, the HRO records on the AF Form 2545 the number of weeks of severance pay received (including partial weeks). If the employee again becomes entitled to severance pay, the HRO recomputes the severance pay allowance on the basis of all creditable service and deducts from the entitlement the number of weeks for which severance pay previously was received. No period of service (NAF or APF) for which severance pay (NAF or APF) was previously granted is included.

18.23.7.7. At the time the business-based action separation notice is issued, the HRO advises employees, in writing, of the requirement to report employment with a DoD NAFI should that employment be obtained while the employee is receiving severance payments.

18.23.7.8. During the time an employee is receiving severance payments, a written notice is provided with each payment, reminding the employee of the requirement to report DoD NAF employment immediately to the office making the severance payments.

18.24. Allowances and Differentials.

18.24.1. **Nonforeign Area.** NF-III through NF-VI employees are entitled to the same nonforeign area allowances authorized to APF employees in FPM Subchapter 591.

18.24.2. **Foreign Area.** See paragraph 16.3.4.

18.25. Allotments or Net Pay to a Financial Organization (FO); Allotments for Savings Bonds, Union Dues, Combined Federal Campaign (CFC), or for Alimony or Child Support.

18.25.1. An employee may designate specific amounts to be deducted each pay period in the form of an allotment to a FO, or may designate a specific amount be applied for purchasing a savings bond.

18.25.2. Any employee may have his or her net pay sent to a FO.

18.25.3. An employee in the bargaining unit may use payroll deduction to withhold dues for labor organizations.

18.25.4. A regular employee may contribute to the CFC by a payroll deduction each pay period, using the CFC provided form.

18.25.5. An employee may voluntarily designate specific amounts for alimony or child support. (See paragraph 18.30 for garnishment orders that are involuntary allotments.) The request must be by memorandum. Such a memorandum, signed by the employee, is sent to the servicing NAF AO and must:

- Designate the allottee and the amount of the allotment.
- Include a statement that the NAFI is held harmless for any authorized allotment disbursed by the NAFI, according to the employee's request for an allotment from pay.
- Include a statement that disputes regarding any authorized allotment are a matter between the allotter and the allottee.

18.26. Withholding Taxes.

18.26.1. Federal income taxes are withheld from the employee's compensation according to the Internal Revenue Code.

18.26.2. State income taxes are withheld in those states that have a withholding agreement with the Secretary of the Treasury, according to Department of Treasury regulations.

18.26.3. City income taxes are withheld in cities that have a withholding agreement with the Secretary of the Treasury, according to Department of Treasury regulations.

18.26.4. FICA taxes imposed by the Internal Revenue Code are deducted from the wages of all employees in:

- The US, Puerto Rico, Guam, and the Virgin Islands, regardless of citizenship.
- Other geographical areas for those who are citizens of the US.

18.27. Lump Sum Leave (LSL) Payments. LSL payments are mandatory on separation, and on a change in employment category from a regular to nonregular position, with the following exception. If a regular employee moves from an AF NAFI to a non-AF NAFI, without a break in service of one workday, the employee is paid by the losing NAFI for the accumulated annual leave credited to his or her account. If the employee elects and the gaining and losing NAFIs agree, dollar liability may be transferred, from the losing to the gaining NAFI by a transfer of funds to cover the cost of the accumulated leave credit. Any amounts due a NAFI according to paragraph 18.30 are withheld from any wages and LSL due the employee, excluding the retirement account, if the required procedures for collection are followed. Instructions for transferring leave to another AF NAFI are in Chapter 14. Instructions for crediting leave upon movement between NAF and APF employment systems are in Chapter 13.

18.27.1. **Computation of LSL.** The LSL payment for annual leave earned in a NAFI is computed only if the employee has completed 90 days as a regular employee in that NAFI. It is computed on the basis of the employee's entitlements at the time of separation or change to a nonregular category. This payment is for the number of hours carried over into the new leave year, plus current accrual (less usage) to the separation date.

18.27.1.1. When an employee is on the rolls on the issue date of a wage schedule, but separates before the effective date of the increase, the employee is entitled to receive his or her lump sum annual leave payment at the higher rate for the period extending beyond the effective date.

18.27.1.2. When an employee separates after a wage survey is ordered but before the issue date of the wage schedule, and his or her annual leave extends beyond the effective date of the increase, the employee is entitled to receive his or her lump sum annual leave payment at the higher rate for the period extending beyond the effective date. This provision applies when the issue date of the wage schedule is before the effective date set by Title 5 U.S.C. When wage schedules are adjusted according to a wage survey, the survey order date is shown on the schedule.

18.27.2. **LSL Payment Rate.** The LSL payment is made at the basic rate of pay (the employee's scheduled rate of pay, plus night-shift differential for CT, NF-I and NF-II employees only) that applies for all regularly scheduled night duty periods, covered by the unused annual leave, as if the employee had continued to work beyond the effective date of separation. If a night shift is formally cancelled or an employee is regularly scheduled for continuous day shift work, on or before the date of separation, the LSL payment is computed at the day rate.

18.27.3. **Death Benefits.** LSL payments due a deceased employee are paid to the designated beneficiary, together with any pay due the employee.

18.27.4. **COLA and Differentials in the LSL Payment**:

18.27.4.1. **Foreign Areas.** Foreign area allowances are not included in computing LSL payments. The foreign post differential is an additional compensation and is

included in computing the LSL, if the employee is receiving differential just before the separation date and if (on the effective date of separation) he or she is at the permanent duty post for which such additional compensation is authorized. The differential is not included in computing an employee's LSL payment for annual leave, if the effective separation date is after the employee has left the permanent duty post.

18.27.4.2. **Nonforeign Areas.** A nonforeign COLA or nonforeign differential is included in an LSL payment, if the employee is receiving the allowance or differential just before the date he or she separates from the nonforeign assignment post for which such additional compensation is authorized. The allowance or differential is not included in a LSL payment, if the effective date of the separation is after the employee has left the nonforeign assignment post (like going on annual leave to secure a position outside the nonforeign area).

18.28. Call-Back Duty Time. Call-back duty time is when a regularly scheduled, regular or flexible employee is required to work on a day when work was not scheduled, or when the employee is officially required to return to his or her place of employment. Compensation for call-back duty is at least 2 hours (whether or not work is performed), including make-ready and clean-up time. Compensation is computed at the employee's regular basic rate of pay, unless the number of hours worked that day or week entitle the employee to overtime pay. Tip credit is not included in the 2 hours if work is not performed.

18.29. Call-In Duty Time. Call-in duty time is work performed by an unscheduled flexible employee who is officially required to report for work. Compensation for call-in duty must be at least 2 hours, (whether or not work is performed), including make-ready and clean-up time. Compensation is at the employee's regular basic rate of pay, unless the employee is entitled to overtime pay. For tipped employees, tip credit is not applied against the 2 hours, if no work is performed.

18.30. Withholding Pay and Allowances. When required collection procedures have been followed, an employee's pay and allowances, including LSL but excluding the retirement account, may be withheld in these situations:

- When the Internal Revenue Service (IRS) levies for delinquent federal taxes.
- When an NAF employee's pay is garnished for child support or alimony payments. Garnishment writs or orders must be processed according to AFI 34-202, after being duly served upon the AF service of process point, HQ AFSVA/SVL, NAF Law Division, 10100 Reunion Place, Suite 503, San Antonio TX 78216-4138.
- To discharge indebtedness to the employing NAFI, e.g., refund of school tuition,, travel advances, erroneous payments of wages, etc.
- To refund unearned leave. i.e., to reimburse NAFIs that have advanced annual or sick leave for any balances not earned.
- When the employing NAFI is ordered by a federal bankruptcy court to pay all or any part of income due the employee to a trustee.
- When judgement levies by United States Federal Court under Public Law 97-246, Section 124 are ordered.

18.31. Back-Pay. This paragraph applies to the computation, payment, and restoration of pay, allowances, differentials, and employment benefits for the purpose of making an employee whole, when the employee, on the basis of administrative determination or timely appeal, is found to have undergone an unjustified or unwarranted personnel action.

18.31.1. **Terms Used**:

18.31.1.1. **Appropriate Authority.** A commander; a court having jurisdiction; the OPM for NAF CT employees; an Assistant Secretary of the AF; an administrative authority designated in Public Law 95-454, Title VII, such as the Federal Labor Relations Authority (FLRA), the General Counsel of the FLRA, and an Administrative Law Judge (ALJ) when such authority is delegated by the FLRA; DoD or Office of Assistant Secretary of Defense (OASD) for pay band employees; officials in EEO cases; an arbitrator in binding arbitration cases; a deciding official on an appeal or grievance, or the servicing HRO.

18.31.1.2. **Employee**. An employee or former employee of the NAFI.

18.31.1.3. **An Unjustified or Unwarranted Personnel Action.** An action, which may include a pay action that, as subsequently determined, violated or improperly applied those requirements of a nondiscretionary provision and

thereby resulted in the withdrawal or denial of all or any part of pay, allowances, differentials, or benefits otherwise due an employee. The action may be one of commission or omission.

18.31.1.4. **Nondiscretionary Provision.** Any provision of law, executive order (EO), regulation, personnel policy, or collective bargaining agreement applicable to NAFIs that requires the HRO to take a prescribed action under stated conditions or criteria.

18.31.1.5. **Pay.** The basic rate of pay, as defined under the applicable NAF pay system, or a retained rate; statutory or administrative pay increases, within grade increases, and premium pay (including scheduled overtime, night, holiday, standby, and Sunday pay); retained pay; pay adjustments; and hazardous and environmental pay; also pay for annual, sick, military and court leave.

18.31.1.6. **Allowances.** Living quarters; post or cost of living; education; separate maintenance; remote worksite; and uniform allowances.

18.31.1.7. **Differential.** Post differential.

18.31.1.8. **Benefits.** Health and life insurance and retirement.

18.31.1.9. **Personnel Action.** Any personnel action by an authorized official, which results in the withdrawal or reduction of all or any part of the pay, allowance, or differentials of an employee, and includes, but is not limited to, separations for any reason (including retirement), suspensions, furloughs without pay, demotions, reductions in pay, and periods of enforced paid leave.

18.31.1.10. **Administrative Determination.** A written administrative determination, made by an appropriate authority as defined in paragraph 18.31.1.1, that states that an individual has taken a personnel action he or she was prohibited from taking, has taken a personnel action not authorized by law or regulation, or has not taken a personnel action he or she was required to take.

18.31.1.11. **Timely Appeal.** When an employee or personal representative initiates a claim, an appeal, or grievance and that claim, appeal, or grievance is accepted as timely filed by the appropriate authority.

18.31.2. **Statutes of Limitations.** For purposes of determining whether or not an unjustified or unwarranted personnel action can be corrected, the statute of limitations for a claim against an AF NAFI by an employee or former employee must be met. It must be presented to the HRO within 2 years of the date of an alleged unjustified or unwarranted personnel action or the date the employee first became aware of it. Three years is allowed for complaints involving alleged deliberate violations. In addition, any other regulatory limitation on submitting an appeal or grievance also applies. Back pay is awarded under this paragraph only if this statute of limitations is not exceeded; the claim, appeal, or grievance has been accepted as "timely" filed by the administrative individual or body having jurisdiction over the claim, appeal, or grievance; and the conditions spelled out in paragraph 18.31.3 are met.

18.31.3. **Basic Entitlement**:

18.31.3.1. To be entitled to corrective action and subsequent back pay, all of these criteria must be met:

- The act of commission or of omission resulted in an actual withdrawal, reduction, or denial of pay, allowances, benefits, or differentials of an employee.
- The action taken or inaction by an authorized official is later determined to be an unjustified or unwarranted personnel action.
- The personnel action is the subject of a review by an appropriate authority, on its own initiative, or because of a timely appeal, grievance, or claim against the NAFI by an employee, or former employee.
- The appropriate authority, has determined that an unjustified or unwarranted personnel action is to be corrected, consistent with applicable law or regulation.

18.31.3.2. It must be clearly established that but for the unjustified or unwarranted personnel action, the employee would actually have been entitled to receive the pay, allowances, benefits, or differentials that are in question. For example, if an employee alleges the improper denial of a promotion, and the appropriate authority finds that a nondiscretionary provision had been violated, the employee would not be eligible for back pay had the employee been only one of several qualified candidates for the promotion, and the facts were not clearly established that the employee would have been selected.

18.31.3.3. An HRO may direct back pay on its own initiative upon acknowledging and correcting the unjustified or unwarranted personnel action.

18.31.3.4. The following information describes the types of action that may be corrected in which the employee is entitled to back pay. It is not intended to be all inclusive and HROs must carefully review every situation in which back pay may be an issue and determine if the criteria is met.

18.31.3.4.1. **Restoration**. An employee who is ordered to be restored to active duty, but who resigns before actually returning to duty, is still entitled to back pay since there is no requirement that the employee must return to duty.

18.31.3.4.2. **Retroactive Promotions**:

18.31.3.4.2.1. If a nondiscretionary provision is violated and the appropriate authority, consistent with applicable law and regulations, determines that an unjustified or unwarranted personnel action has taken place, and that, but for this violation, the employee would have been promoted, an employee is to be placed in the already existing higher graded position retroactively, upon correction of the personnel action, and paid back pay.

18.31.3.4.2.2. A delay in a promotion action is not an unjustified or unwarranted personnel action if nothing in the record indicates there was an administrative intention on the part of management to promote the employee on a specified date, presuming of course that the HRO did not fail to carry out a nondiscretionary regulation or policy.

18.31.3.4.2.3. Usually, a personnel action may not be effected retroactively so as to increase the right of an employee to compensation. However, an exception to this rule occurs where, through administrative error or clerical error, a personnel action was not effected as originally intended or where nondiscretionary requirements have not been carried out.

18.31.3.4.2.4. Those terms and conditions of a collective bargaining agreement must be complied with. If the agreement, for example, specified that a higher grade position would be filled on a detail basis for a specific number of days, after which a temporary promotion would be effected, and this nondiscretionary provision is violated, the employee would be entitled to the temporary

promotion on a retroactive basis and to back pay, if he or she met the qualifications for the higher grade position.

18.31.3.4.2.5. A qualified employee who is detailed beyond the time limit for a detail to a higher grade or pay band position is entitled to retroactive temporary promotion, with back pay, beginning with the first day of the first pay period following the end of the time limit for the detail.

18.31.3.4.2.6. An employee was not given priority consideration according to this regulation. It was determined that, if the employee had been given such priority consideration, he or she would have been selected for promotion. Therefore, the employee is entitled to retroactive promotion with pay. Priority consideration in itself does not guarantee promotion.

18.31.3.4.2.7. The reclassification of a position is to be considered prospective, except to the extent that a retroactive promotion is provided for under classification appeal regulations. This is to be distinguished from improper details to higher graded positions.

18.31.3.4.3. **Retroactive Appointment.** An employee, who at the time of appointment is assigned to a lower grade than the grade to which he or she should have been assigned had there not been an administrative failure to carry out a nondiscretionary provision, may have his or her appointment retroactively changed to the higher grade and paid back pay.

18.31.3.4.4. **Classification Actions.** Usually, an employee is entitled only to the salary of the position to which he or she is actually appointed, regardless of the duties he or she performs. When, through the addition of duties, an employee performs at a grade or pay band level higher than the grade or pay band he or she holds, he or she is not entitled to the salary of the higher position, unless and until he or she is successful in obtaining reclassification of his or her position and promotion to the higher grade or pay band. (This situation is to be distinguished from improper details to higher grade or pay band positions).

18.31.4. **Installation Initiated Determination.** Commanders and their designees should take action, or direct that action be taken at any time, but within the statute of limitation, to correct erroneous actions that resulted in the withdrawal, reduction, or denial of pay, allowances, benefits, or differentials that come to their attention.

18.31.5. **Determining the Period for Which Recomputation is Due.** The period for which recomputation is required is the period covered by the unjustified or unwarranted personnel action that is corrected. It may not extend beyond the date of the employee's death or the date on which the employee would, except for the unjustified personnel action, have been properly separated. Do not include in this determination any period during which the employee was not available for the performance of duties because of incapacitating illness or injury, or any period during which the employee was unavailable for performance of his or her duties, for reasons other than those related to, or caused by the separation action. However, if the employee can establish that a period of incapacitation was the result of off-the-job injury or illness, the HRO approves the employee's request for any annual or sick leave available to the employee for the period of incapacitation.

18.31.6. **Computing the Amount of Back Pay**:

18.31.6.1. The HRO and the NAF AO recompute, for the period covered by the corrected personnel action, pay, allowances, benefits, differentials and leave of the employee as if the unjustified or unwarranted personnel action had not occurred, and the employee is considered as having worked for the NAFI in the period covered by the corrected action.

18.31.6.2**.** In computing pay, allowances, benefits, differentials, and leave account, the HRO and NAF AO include the following:

- Premium pay that the employee would have received had it not been for the unjustified or unwarranted personnel action.
- Changes in pay rates by reasons of wage surveys, administrative action, law, or other changes of general application.
- Changes in allowances or differentials.
- WGIs or other periodic increases that would otherwise have become due.
- Changes in pay caused by changes in assigned working shifts.
- Changes in the employee's leave earning rate.
- Any other changes that would affect the amount of pay, allowances, differentials, benefits, or leave that the employee would have earned had it not been for the unjustified or unwarranted personnel action.

18.31.6.3. Back pay includes pay, allowances, differentials, and benefits for the period of the unwarranted or unjustified personnel action. It is computed at the basic rate of pay of the grade or pay band, step, or retained pay, and shift received on the effective date of the action. It is then adjusted by any new or revised NAF wage or salary schedules, and any WGIs that would have taken effect during the period of the unwarranted personnel action, as if the action had not occurred. This rate is then multiplied by the total number of hours actually worked each week. In cases of separation or suspension, the number of hours to be used is the number of hours that would have been scheduled and worked, but for the unwarranted personnel action (determined by extending the previous work schedule). If the employee's workhours varied, the number of hours to be used is determined by averaging the total number of hours worked during the 26-week period, just before the date of the separation.

18.31.6.4. Determining total pay from other earnings (gross pay from other employment).

18.31.6.4.1. This is the gross amount of earnings from other employment, before deduction of any amounts, such as income taxes, FICA, etc.

NOTE: Employment expenses, such as hotel, restaurant, travel, and other expenses incurred during the successful appeal of a separation, are not authorized as credits to compensation or as debits against earnings from other employment. Neither is the excess cost of living at the place of interim employment over what the cost would have been at the former employment place authorized.

18.31.6.4.2. The amount of back pay due is reduced by any amount earned through "other employment" during a period of separation or suspension. A weekly or daily comparison of the back pay with the employee's outside earnings may be made, but is not required. The total amount of outside earnings is compared with the total amount of back pay otherwise due.

18.31.6.4.2.1. Other employment is only that employment engaged in by the employee to take the place of the employment from which the employee was separated.

18.31.6.4.2.2. If the employee was engaged in outside part-time employment before the separation, this part-time employment does not constitute other employment and is not deductible from the gross back pay, except for any increase in pay due to additional hours having been worked.

18.31.6.4.2.3. Only pay received for employment beyond the pay previously received from the part-time employment would be set off against back pay due.

18.31.6.4.2.4. Acceptable evidence of salary or wages earned in other employment includes such documents as a memorandum from the employer giving dates of employment and gross pay; payroll slips and check stubs.

18.31.6.4.3. Separated employees are obligated to make good faith efforts, as determined by the HRO, to secure gainful employment during the period of separation, while contesting the separation action. Employees should be advised to keep strict records of their earnings while the separation action is in effect. Failure to seek gainful employment, without good cause, may result in lesser or no back entitlement. Acceptable evidence of an employee's efforts to secure gainful employment includes documents used by an employment agency to show that the employee had requested employment, was referred or not referred, letters of nonselection, and so forth.

18.31.6.5. Authorized Deductions:

18.31.6.5.1. In the case of a regular employee who was taking part in the retirement plan at the time of the unwarranted personnel action, the amount of employee and employing NAFI contributions required, had that action not occurred, must be paid. This is because the employee is entitled to credited service, for retirement program purposes, for the period of the unwarranted personnel action. The required retroactive employee contributions are computed and deducted from the employee's gross back pay before subtracting earnings from other employment. If little or no back pay is due the employee because of excessive other earnings, the amount of contributions owed must be paid either in a lump sum by the employee or deducted, as soon as possible, from future salary or wage payments.

18.31.6.5.2. In the case of a regular employee who was taking part in the group life or group health insurance program at the time of the unwarranted personnel action, the amount of employee and employing NAFI contributions required, had the unwarranted or unjustified personnel action not occurred, must be paid. The required retroactive employee contributions are computed and deducted from the employee's gross back pay before subtracting any earnings from other employment. If little or no back pay is due the employee because of excessive other earnings, the amount of contributions owed must be paid either in a lump sum by the employee or deducted, as soon as possible, from future salary or wage payments. If, in a separation action, the employee refuses to make the required retroactive contributions, coverage terminates, as of the effective date of the unwarranted separation. In such an event, the employee cannot again take part in the group life and health insurance program until evidence of insurability, satisfactory to the insurance carrier, is furnished for all eligible family members.

18.31.6.5.3. FICA deductions are not computed on gross back pay. Earnings from other employment, if any, must be deducted from the gross amount of back pay due and FICA deductions withheld on the balance due. The FICA tax computed is subject to the limitations of the maximum tax liability of the current year.

18.31.6.5.4. Federal, state and local income taxes are computed at current rates and deducted from the balance due the employee, after deducting earnings from other employment, in the same manner as FICA deductions.

18.31.6.6. The unemployment compensation an employee receives from a state during a period of unwarranted separation from a NAFI is usually required to be refunded to the state; therefore, no deduction is to be made from the back pay to which the employee is otherwise entitled on restoration. NAF AOs must inform the proper state employment security agency that the employee is being restored to duty, with retroactive pay and benefits and an adjustment for earnings received from other employment.

18.31.6.7. Net pay due is determined by subtracting the employee's gross earnings from other employment from the gross back pay due, and then deducting authorized deductions as shown in paragraph 18.32.6.5. In no case will the employee be given more pay, allowance, differential, and benefits than he or she would have been entitled to had the unjustified or unwarranted personnel action not occurred.

18.31.7. **Recredit of Leave**:

18.31.7.1. Sick Leave. Accrued sick leave on record as of the date of a separation is recredited to the employee's sick leave account by the NAF AO and is available for immediate use, if needed. Sick leave the employee would have earned during the period of unwarranted or

unjustified separation or suspension is also credited to the employee's account.

18.31.7.2. Annual Leave. An employee may opt to repay the NAF AO all, or a portion of, the lump sum annual leave payment made on separation, except any amount that would be in excess of the number of hours allowed to be carried over to the next leave year. If repaid, this leave is available for immediate use as necessary. Annual leave the employee would have earned during the period of separation or suspension is also credited to the employee's leave account record by the NAF AO. Any leave in excess of 240 hours (360 hours if in a foreign area) must be used before the end of the leave year or lost.

18.31.8. **Effecting the Correction**. The action is corrected by cancelling the AF Form 2545 that effected the unwarranted or unjustified personnel action. In a separation action, indicate in the remarks section of the corrective action the date set by the HRO as the date of the employee's return to active duty and his or her actual return to duty date; the date of the employee's death; or the date on which the employee would, except for the unjustified separation action, have been properly separated. All copies of the unjustified or unwarranted personnel action are destroyed.

18.31.9. **Employee Representative Notification.** An employee's designated representative, if any, will, upon authorization of the employee, be provided a copy of payroll, leave, and personnel action documents, if the employee's restoration was directed as a result of a bona fide grievance, negotiated agreement, or civil court action.

18.32. Tipped Employees. The practice of identifying tipped employees and applying tip offsets is governed by the FLSA, as amended.

18.32.1. **Tipped Employee.** Within the AF, a tipped employee is defined as a person engaged in an occupation in which he or she customarily and regularly receives more than a predetermined amount of tips in a pay period. Tips include amounts designated as tips by credit card customers on their charge slips, as well as cash.

18.32.1.1. The phrase customarily and regularly signifies a frequency that must be greater than occasional, but may be less than constant. If an employee is in an occupation in which he or she usually and recurrently receives the required monthly tips, he or she is considered a tipped employee, even though occasionally, because of sickness, vacation, seasonal fluctuations or the like, he or she fails to receive the required amount in tips in two consecutive pay periods.

18.32.1.2. The tip offset, provided in paragraph 18.32.4, may be used in computing wages due the employee, whether employed full-time or part-time. A person employed full-time or part-time in an occupation in which he or she does not receive the required amount in tips customarily and regularly each pay period is not a tipped employee. Such as employee must be paid the full basic wages of the employee's grade and step, without any deduction for tips received for the amount of time worked.

18.32.2. **Amounts Considered as Tips.** A tip is a sum a customer gives as a gift or gratuity in recognition of some service performed for the customer. It is to be distinguished from payment of a charge, if any, made for the service.

18.32.2.1. In the absence of an agreement to the contrary between the recipient and a third party (tip pooling), a tip becomes the property of the person for which the customer presents the tip.

18.32.2.2. Only tips an employee actually receives as money, belonging to the employee for use as he or she chooses, free of any control by the employer, may be counted in determining whether the employee is a tipped employee.

18.32.2.3. Besides cash sums presented by customers, that an employee keeps as his or her own, tips received by an employee includes amounts transferred by the employer to the employee, according to directions from credit customers who designate amounts to be added to their bills as tips.

18.32.3. **Amounts Not Considered as Tips.** Examples of amounts not considered as tips under FLSA are:

18.32.3.1. A charge for service, such as 10 percent of the amount of the bill, imposed on the customer by the employer. Such charges are part of the employer's gross receipts, and, even if distributed by the employer to the employees, cannot be counted as a tips received.

18.32.3.2. If a contract for a banquet, party, or similar function include amounts for distribution to all employees of the activity engaged in the special function, those amounts are not to be counted as tips received. Examples of such special functions are those in which a contract requires:

- A percentage to be added for all food and beverages.
- A percentage to be distributed to employees, or other similar language.
- The use of prorated lists established in advance to bill members for the special functions.

18.32.3.3. In paragraphs 18.32.3.1 and 18.32.3.2, the employee is not a tipped employee and the employer is obligated to pay the full basic wages of the employee's grade and step for the amount of time spent working on the special function. Also, these monies must not be used to determine the amount of tip offset to take against the employee's wages for the pay period.

18.32.4. **Tip Offset.** The FLSA, as amended, permits employers to offset an eligible worker's wages in consideration of the receipt of tips. This offset may only be applied to positions classified as waiter, and will be administered under the provisions of the FLSA. Additional guidance is contained in FPM Letter 532-125, 1 Sep 83.

18.32.4.1. For most tipped employees, the applicable

minimum wage is usually the Federal minimum wage. The laws of some states do not permit the employer to apply a tip offset. This is interpreted to mean that no tip offset can be applied below that state's minimum wage or below a special minimum wage set for tipped employees in that state. Also, in some states, there may be a higher dollar requirement of tips earned to qualify as a tipped employee that must be recognized and honored.

18.32.4.2. To determine whether a tip offset may be applied in paying wages to a particular employee, it is necessary to know what payments constitute tips, whether the employee receives the required amount in tips each pay period in his or her occupation, and whether in such an occupation he or she receives these payments in such an amount customarily and regularly. A tip offset may not be deducted from wages earned if an employee does not work, but is in a pay status, such as paid leave, a holiday not worked, for scheduled hours on a holiday worked, or when an employee performs nontipped duties. The employer may not take a tip offset for more than that earned in tips.

18.32.4.3. The offset allowed on account of tips may be less than the allowed percentage of the minimum wage that applies, it cannot be more. The FLSA provides that the employer determines the actual amount of the tip offset, based on the employer's information concerning tipping practices and receipts in his or her establishment.

An employee who considers that the tip offset applied is more than his or her actual tips received may request a review of the tip offset determination made by the employer.

18.32.4.4. Procedures for submitting claims for such review are in Attachment 17.

18.32.5. **Applying Tip Offset.** The employer informs tipped employees about the use of tip offset allowance before the offset is used. Tipped employees are advised when hired, and periodically thereafter, that they are tipped employees. They are informed of the amount of the tip offset, the requirement that they must report all tips received during the pay period, that failure to do so may result in disciplinary action against them, and that the tip offset can be changed, as necessary, on the basis of the employer's information concerning tipping practices and receipts of the establishment.

18.32.6. **Wages Received.** The employer must be able to show that the eligible tipped employee receives at least basic wages, of the grade and step to which assigned, by combining the employer's wages (direct wages) paid to the employee and the tip offset. In other words, the employer may not apply a tip offset that exceeds what the employee earned in tips. If lesser tips are earned, the remainder must be paid as direct wages to the employee.

18.32.7. **Tip Pooling.** The requirement that an employee must keep all tips does not preclude tip splitting or tip pooling arrangements among employees who customarily and regularly receive tips, such as waiters. There is no requirement that bar assistants and others who share in tips must themselves receive tips from customers. Both the amounts waiters keep and those given bar assistants or others are considered tips of the individuals who keep them.

18.32.8. **Prohibited Sharing.** An employer may not require tipped employees to share or pool their tips with employees who have not customarily and regularly taken part in tip pooling arrangements, such as food service workers, chefs, and custodial workers, although they may voluntarily do so.

18.32.9. **Permitted Sharing.** Any nonmanagerial employee working a special function may share in gratuities received as a result of a party contract that sets a specific percentage of monies to be distributed.

18.32.10. **Commercial Credit Card Tips.** If tips are charged on commercial credit cards, a reduction of the credit card tip paid to the employee (in an amount not to exceed the percentage charge by the credit card company) may be made. The employer is required to pay the charged tips to the employee on the employee's regular payday for the period in which the charged tips were earned. The employer may not withhold payment from the employee while waiting to be reimbursed by the credit card company.

18.32.11. **Nontipped Duties.** In some cases, an employee is employed as a waiter, but the job description also requires him or her to do cashier work. In such a case, if the employee customarily and regularly receives more than the required amount in tips for work as a waiter, the employee is a tipped employee only during the time spent working as a waiter. No tip offset can be taken for those hours spent doing cashier work.

18.32.12. **Required Records.** HROs document the employee's record in NAF-PS and the OPF to include:

- The identity of each tipped employee, and whether or not a tip offset is taken.
- The amount of any tip offset.
- AF Forms 2548 and 2545 identify the employee as a tipped employee and the maximum amount of the offset.

18.33. Order of Precedence and Designation of Beneficiary.

18.33.1. **Order of Precedence (Persons Entitled).** Payment of any unpaid compensation (pay and lump sum leave payment) due on the death of an employee is made to the person or persons who survive the insured and who are entitled under the following order of precedence:

- First, to the designated beneficiary or beneficiaries.
- Second, if there is no designated beneficiary, to the widow or widower.
- Third, if neither of the above, to the child or children in equal shares, with the share of any deceased child distributed among those descendants of that child by representation.

- Fourth, if none of the above, to the parents in equal shares or the entire amount to the surviving parent.
- Fifth, if none of the above, to the legal representative of the estate.
- Sixth, if none of the above, to the next of kin, as determined under the laws of the state in which the employee was domiciled.

18.33.2. **Designation of Beneficiary**:

18.33.2.1. **Designation Not Mandatory.** A specific designation of a beneficiary is not necessary if the order of precedence for payment of unpaid compensation in paragraph 18.33.1 is satisfactory to the employee. A designation is made, however, if the employee wishes to name as a beneficiary some person, firm, corporation, or other legal entity not stipulated in the order of precedence, or in a different order. Also, filing a designation is advisable if evidence of a valid marriage is not readily available. This includes instances in which the employee does not have and cannot easily secure a certificate of a ceremonial marriage or evidence of death or divorce dissolving a prior marriage.

18.33.2.2. **Advice to the Employee.** When an employee is hired, the HRO informs the employee that any unpaid compensation must be paid in the order of precedence, unless he or she completes a designation of beneficiary and files it with the servicing HRO. The employee is also advised that termination of AF NAF employment at the installation by transfer from the installation, transfer to a non-AF NAFI, or by resignation from the NAFI invalidates a designation of beneficiary. (Employment terminated with one AF NAFI on an installation and employment in another AF NAFI on the same installation does not invalidate the designation.) An individual who was previously employed on the installation must, on reemployment, also be told that any designation of beneficiary previously filed is no longer valid. Each installation HRO from time to time reminds employees that changes in family status without a corresponding change in designation or cancellation of beneficiary may result in a settlement other than that desired.

18.33.2.3. **Designation Form.** Use SF 1152 in establishing a beneficiary for unpaid compensation. The form contains instructions for completion and illustration of the most common types of designations.

18.33.2.4. **Unacceptable Designations.** Designations containing miscellaneous provisions, such as payment of just debts, to John if he is living at home, to John if he uses the money for education purposes, cannot be accepted by the HRO. Neither can a common disaster clause inserted in a designation be recognized as binding. Should an employee want the money paid only to a beneficiary who services the employee by some specified purpose, he or she may name his or her estate as beneficiary and stipulate in a will the particular conditions or restrictions the executor is to follow in handling the payment.

18.33.2.5. **Review and Disposition.** After making sure that the SF 1152 is properly completed, signed and witnessed, the original is retained by the servicing HRO and a copy is returned to the employee.

18.33.3. **Changing or Cancelling Designations**:

18.33.3.1. **Change or Cancellation by Employee.** An employee has the right to cancel or change his or her designation of beneficiary at any time without the knowledge or consent of any previous beneficiary. This right cannot be waived or restricted.

18.33.3.2. **Automatic Cancellation.** Unless cancelled or changed by the employee, a designation of beneficiary continues in effect until it is automatically cancelled under those circumstances indicated below:

- On the day the employee transfers to another installation. (Transfer from one AF NAFI to another AF NAFI on the same installation does not invalidate the designation.)
- On the day the employee transfers to a non-AF NAFI on the same installation.
- On the day the employee resigns or ceases employment at the installation (except in the case of the employee's death).

18.33.3.3. **Filing of Designation.** SF 1152, when completed, is filed on the right side of the OPF.

18.33.3.4. **Filing a Claim.** Use SF 1153, **Claim for Unpaid Compensation of Deceased Civilian Employee**, for filing a claim for unpaid compensation due on the death of the employee.

18.34. Forms Prescribed. AF Form 852, **NAF Record of Training or Certificate of Equivalency;** AF Form 971, **NAF, Supervisor's Employee Brief;** AF Form 1701, **Application for Nonappropriated Employment;** AF Form 2547, **NAF Service and Reimbursable Agreement;** AF Form 2548, **NAFI Request for Personnel Action;** AF Form 2549, **Statement of Prior DoD NAF Civilian Service;** AF Form 2549PA, **Statement of Prior DoD NAF Civilian Service;** AF Form 2550, NAF **Application for Promotion or Other Position Change;** AF Form 2550PA, NAF **Application for Promotion or Other Position Change.**

PATRICK O. ADAMS, Brig General, USAF
Director of Services

PERSONNEL ACTION CODES AND NATURE OF ACTIONS FOR AF FORM 2545 (SEE NOTE 1)

PERSONNEL ACTION CODE AND NATURE OF ACTION		BASIS FOR ACTION
CANCELLATIONS, CORRECTIONS, AND AMENDMENTS		
N 001	Cancellation (Plus the personnel action code and the nature of action being cancelled)	Cancellation of a personnel action such as a separation, suspension, furlough, or change to lower grade and the cancellation is based on an administrative determination or on a timely appeal and decision that the action was unjustified or unwarranted (that is, the personnel action is determined to be improper or erroneous).
N 002	Correction (Plus the personnel action code and the nature of action that is being corrected)	Correction of a previously executed AF Form 2545, to change information erroneously shown, incomplete, or missing due to administrative or clerical error.
N 003	Amendment (Plus the personnel action code and the nature of action that is being amended)	Amendment of a previously executed AF Form 2545, to add information in the employee's record as of a current date.
ACCESSIONS		
N 010	Appointment	Appointment to a regular or flexible position, but not summer aid, student aid, reinstatement, reemployment, transfer of function, or transfer in.
N 012	Appointment NTE (Date)	Appointment to a limited term regular or flexible position.
N 015	Appointment - Public Law 101-508	Appointment of an APF employee to a NAF position subject to the provisions of the Portability Act.
N 016	Reinstatement	A prior regular employee who has been off the NAFI rolls for 6 months or less.
N 018	Appointment - Transfer of Function	Transfer of a regular employee with his or her function from another AF or DoD NAFI.
N 020	Appointment - Summer Aid NTE (Date)	Appointment of a summer aid (during summer break).
N 021	Transfer In	Appointment of an AF NAF employee who is transferring from a NAF position at another AF installation without a break in service.
N 022	Appointment - Student Aid NTE (Date)	Appointment of a student aid (during school year).

N 024	Reemployment	A prior regular employee who has been off the NAFI rolls for more than 6 months but less than 1 year.

SEPARATIONS

N 030	Resignation	When any category employee resigns, or is considered to have resigned.
N 031	Termination - Involuntary	When an employee is separated during the probationary period.
N 034	Separation - Military	When an employee on military furlough fails to return to work at the end of the furlough period, or when the employee resigns.
N 036	Separation	When a regular employee is separated by business based action or transfer of function.
N 037	Removal	When a regular employee is removed for cause after completion of the probationary period.
N 038	Resignation - Abandonment	When any category of employee abandons his or her position.
N 040	Resignation - Public Law 101-508	When a NAF employee resigns to accept an APF position subject to the provisions of the Portability Act.
N 043	Retirement - Voluntary	When a regular employee is eligible for and retires voluntarily.
N 045	Separation - Death	When any category employee dies.
N 046	Termination	When an employee other than regular category is terminated for any reason.
N 047	Termination - Without Prejudice	When a regular employee is separated for valid reasons, such as conflict of interest, that cannot be resolved, except by termination without prejudice.
N 049	Transfer Out	Resignation of a NAF employee who is transferring to a NAF position at another AF installation without a break in service.

PROMOTIONS, CHANGES TO LOWER GRADE, CHANGE TO LOWER PAY BAND, REASSIGNMENTS, AND CHANGES IN EMPLOYMENT CATEGORY

N 059	Change of Employment Category	When a regular employee is changed to flexible category, or a flexible employee is changed to a regular category. Also includes concurrent Promotion, Change to Lower Grade, or Reassignment.

N 060	Promotion	When an employee is promoted and stays within the same employment category.
N 061	Change to Lower Grade	When an employee is changed to a lower grade, and stays within the same employment category.
N 062	Reassignment	When an employee is reassigned to another position at the same grade or pay band, and stays within the same employment category. (see note 2)
N 063	Temporary Promotion NTE (Date)	When an employee is temporarily promoted.
N 065	Temporary Reassignment NTE (Date)	When an employee is temporarily reassigned to another position at the same grade or pay band level, and stays within the same employment category.
N 066	Change to Lower Pay Band	When an employee is changed to a lower pay band, and stays within the same employment category.
N 067	End of Temporary Promotion	When a temporary promotion ends and the employee is to return to their original position.
N 068	End of Temporary Reassignment	When a temporary reassignment ends and the employee is to return to their original position.

OTHER ACTIONS

N 055	Voluntary Disenrollment in Retirement Plan	When a NAF employee voluntarily disenrolls from the NAF retirement plan.
N 070	Change in Military Status	When an off-duty military member separates or retires from military service and remains a NAF employee.
N 071	Change in Service Computation Date	When information was not available on accession or change action, and prior service has now been verified.
N 072	Name Change	When an employee's name changes through marriage, divorce, court order, or to correct name misspelled due to administrative error.
N 073	Election of Insurance Coverage	When an employee initially elects enrollment for insurance coverage.
N 074	Change of Insurance Coverage	When an employee's insurance coverage changes for any reason.
N 075	Election in Retirement Coverage	When a regular employee elects retirement coverage.
N 076	Change in Dependent Status	When an employee's dependent status changes.

N 077	Completion of Probationary Period	When an employee completes the required probationary period.
N 078	Suspension NTE (Date)	When a regular employee is suspended.
N 079	Application of Tip Offset	Self-explanatory.
N 080	Reinstatement of Tip Offset	Self-explanatory.
N 081	Change in Tip Offset	When the amount of tip offset changes.
N 083	LWOP NTE (Date)	When a scheduled employee has requested and has LWOP approved for over 30 days (doesn't include an employee on workers' compensation).
N 084	Furlough NTE (Date)	When a regular employee is placed in a nonpay status by management for 8 days or more.
N 085	Furlough - Military	When an employee enters military service with the intent to return to duty.
N 086	LWOP - Workers' Compensation	When an employee is eligible for, or is in receipt of workers' compensation, and is placed in a nonpay status that is expected to last more than 30 days.
N 087	Extension of LWOP NTE (Date)	When LWOP under PAC N083 or N086 is extended.
N 088	Return to Duty	When an employee returns from furlough or extended LWOP.
N 089	Extension of Temporary Promotion NTE (Date)	When a temporary promotion is extended.
N 090	Ext of Temporary Reassignment NTE (Date)	When a temporary reassignment is extended.
N 092	Extension of Temporary Appointment NTE (Date)	When a limited term appointment is extended.
N 093	Change in Position Title	When only the position title changes or when the position title changes at the same time as a change in CPCN and/or tip offset.
N 094	Change in Occupational Code	When the occupational code changes; or the occupational code and one or more of the following change: position title, tip offset, or CPCN. Use only when there is no change in duties or change in qualification standards.
N 095	Change in Citizenship	Self-explanatory.
N 096	Mass Change	Do not use when there is a change in employee's position, grade, or pay.
N 098	Nonpay Time Not	Report of total nonpay status for

	Previously Recorded in Calendar Year (Year)	regular employee that was not recorded on an AF Form 2545 during the calendar year, when the cumulative total of nonpay status during the calendar year (except for time spent on military furlough and workers' compensation) exceeds 6 months during the calendar year.
N 099	Change in Position Number (CPCN)	When only the PD number changes.
N 184	Extension of Furlough NTE (Date)	Self-explanatory.
N 891	Time Off Award	Self-explanatory.
N 893	Within-Grade Increase	To increase a CT employee's basic rate of pay based on length of service and satisfactory performance.
N 894	Pay Adjustment	To adjust an employee's basic rate of pay upward or downward: a. Because of legislative or regulatory establishment of a new basic rate of pay. b. Because of expiration of saved pay. c. To increase a pay banded employee's basic rate of pay in recognition of quality performance.
N 895	Change in Guaranteed Hours	When an employee's guaranteed hours change.
N 970	Enrollment in USAFE Pension Scheme	Self-explanatory.

ACTIONS THAT ESTABLISH ELIGIBILITY FOR GRADE RETENTION FOR COVERED CRAFTS AND TRADE EMPLOYEES

N 064	Position Change	Includes initial and subsequent demotions or changes.

ACTIONS THAT TERMINATE GRADE OR PAY RETENTION ENTITLEMENT FOR COVERED EMPLOYEES

N 061	Change to Lower Grade	Employee requested a demotion or was demoted for cause.
N 069	Position Change to Retained Grade	Changed back to retained grade.
N 102	Termination of Grade Retention	Self-explanatory.
N 105	Termination of Pay Retention	When employee's retained pay is terminated for any reason.

NOTES:

1. Instructions for completing AF Form 2545, Block 25, Remarks, for the appropriate remarks that are used with the above personnel action codes and nature of actions, are in the Air Force Nonappropriated Fund Personnel Data System (NAF-PS) Users Guide, Jul 92, Attachment 2.
2. Movement from one pay system to another pay system is processed as a reassignment in accordance with tables 18.7 and 18.8.

FORMS USED IN THE EMPLOYMENT PROCESS

A2.1. After complying with all preemployment requirements, the HRO formalizes the employment process by completing or ensuring the completion of a number of documents and forms. This attachment lists the majority of forms used in the employment process, and may be used as a checklist, or reference tool by the HRO.

FORM NUMBER	FORM TITLE
AF Form 243	**Statement of Physical Ability-NAF**
AF Form 614	**Charge Out Record**
AF Form 971	**Supervisor's Employee Brief (NAF-PS generated)**
AF Form 1065	**Nonappropriated Fund (NAF) Civilian Position Description**
AF Form 1701	**Application for Nonappropriated Employment**
AF Form 1702	**Nonappropriated Fund (NAF) Position Guide**
AF Form 2545	**NAFI Notification of Personnel Action**
AF Form 2548	**NAFI Request for Personnel Action**
AF Form 2549	**Statement of Prior DoD NAF Civilian Service**
AF Form 2583	**Request for Personnel Security Action**
DD Form 214	**Certificate of Release or Discharge from Active Duty**
DD Form 398-2	**DoD National Agency Questionnaire (NAQ)**
DD Form 1172	**Application for Uniformed Services Identification Card DEERS Enrollment**
DJFD Form 258	**FBI Applicant Fingerprint Card**
DJFD Form I-9	**Employment Eligibility Verification**
OF 306	**Declaration for Federal Employment**
OF 612	**Optional Application for Federal Government**
OPMRI Form 20-103	**Election of Retirement Coverage as a Result of a Move From Civil Service Position to a Nonappropriated Fund Position Within the Department of Defense or the Coast Guard (CSRS)**
OPMRI Form 92-27	**Election of Retirement Coverage as a**

	Result of a Move From a Civil Service Position to a Nonappropriated Fund Position Within the Department of Defense or the Coast Guard (FERS)
SF 15	**Application for 10-Point Veteran Preference**
SF 61	**Appointment Affidavit**
SF 66	**Official Personnel Folder (OPF)**
SF 66C	**Merged Records Personnel Folder (MRPF)**
SF 66D	**Employee Medical Folder (EMF)**
SF 78	**Certificate of Medical Examinations**
SF 127	**Request for Official Personnel Folder**
SF 181	**Race and National Origin Identification**
SF 256	**Self-Identification of Reportable Handicap**
SF 813	**Verification of a Military Retiree's Service in Nonwartime Campaigns or Expeditions**
SF 1150	**Record of Leave Data**
SF 1152	**Designation of Beneficiary, Unpaid Compensation of Deceased Civilian Employee**
SF 1198	**Request by Employee for Allotment of Pay for Credit to Savings Account with a Financial Organization**
TD Form W-4	**Employee's Withholding Allowance Certificate**
TSP Form 19	**Transfer of TSP Information Between Agencies**

A2.2. In addition to the above forms, documentation required by AFI 34-302, AFI 34-305, AFI 34-306, and AFI 34-307, are included in the employment process.

HRO INPROCESSING CHECKLIST FOR NEW EMPLOYEES

A3.1. The following is used as a guide for new employee orientation conducted by the HRO as part of the employment process. It contains, at a minimum, the areas that are covered when briefing new employees prior to their reporting for duty for the first time. The HRO develops a checklist that includes the following topics:

Type of Appointment: Flexible 0-40 hours per week
Regular 20-40 hours per week

Work Schedules

Position Title, Pay Plan, Grade or Pay Band

PG and/or PD

Pay:

Pay Band (NF) Employees
Pay Band Structure
Hourly Rate of Pay
Night Shift Differential (NF-I and NF-II)
Night Pay Differential (NF-III thru NF-VI)
Sunday Premium Pay
Pay Adjustments
Annual COLA
Overtime

CC Employees
Pay Band Structure
Hourly Rate of Pay
Night Pay Differential
Sunday Premium Pay
Pay Adjustments
Annual COLA
Overtime

Crafts & Trade (NS, NL, NA) Employees
Wage Schedule Structure
Step and Hourly Rate of Pay
Within Grade Increases
Night Shift Differential
Sunday Premium Pay
Annual COLA
Overtime

Holidays and Holiday Pay

Pay Periods and Pay Days

First Pay Check

Dual Compensation Law

Dual Employment Law

Probationary Periods:

6 Months	12 Months
NF-I - NF-II	NF-III - NF-VI
NS, NL, NA	CC

Annual and Sick Leave:	Accrual How to Request
Benefit Programs:	Health Insurance Plan Life Insurance Plan Flexible Benefits Plan Retirement Plan
Workers' Compensation Program	
Employment Opportunities:	How to Apply Reassignments Promotions Change to Regular Employment Category
Performance Evaluation	
Incentive Awards Program	
Suggestion Program	
Discipline	
Grievances and Appeals	
Bargaining Unit Status:	Information on Labor Organization List of Union Representatives
Executive Order 12953:	Actions Required of All Executive Agencies to Facilitate Payment of Child Support
Substance Abuse Program	
Equal Employment Opportunity (EEO) & Counselors	
Employee Bulletin Boards	
Address Changes	
Copy of Employee Handbook	

A3.2. Upon completion of the briefing, both the employee and the individual providing the briefing sign the checklist. The checklist is filed on the left side of the employee's OPF.

GUIDE FOR DEVELOPING QUALIFICATION STANDARDS

A4.1. Use of Guide. This guide has been prepared to describe the procedures for developing and validating qualification standards for AF NAF positions. Qualification standards describe the knowledge, skills, abilities, and other characteristics (KSAO) needed to perform AF NAF jobs and the experience, education, or other evidence which indicates that a person possesses those KSAOs. Qualification standards are intended to ensure the recruitment of a competent, stable work force with equal employment opportunity for all candidates on the basis of merit and fitness for the work to be done.

A4.2. Major Job Requirements (MJR) and Knowledge, Skills, Abilities, and Other Characteristics Identification. The occupational analysis procedures selected for this guide focus on identifying MJRs and KSAOs.

A4.2.1. Identify MJRs. The supervisor identifies typically around five MJRs that represent a summary of the major duties, responsibilities, and work behaviors for the position. After the MJRs have been identified, the next step is to rank order MJRs that are the "most important for success in the position" to the "least important for success in the position." The rank order process based upon work group consensus can simply be accomplished by assigning numbers to the MJRs (that is, 1 to the most important; 2 to the second most important, etc.). This rank ordering process is necessary in order to demonstrate the overall relative importance of the MJRs to success in the occupation. The final list of MJRs in rank order of importance is transcribed onto a worksheet.

A4.2.2. Identify KSAOs. In qualification standards development, it is important to determine what KSAOs are required to become a successful performer in the occupation.

A4.2.2.1. Knowledge Statements. Knowledge statements refer to a body of information applied directly to the performance of a function, which, if applied makes adequate performance in the occupation possible. Examples of knowledge statements are: knowledge of bookkeeping procedures and techniques, knowledge of motor vehicle safety standards, knowledge of file maintenance procedures, etc.

A4.2.2.2. Skill Statements. Skill statements imply a present, observable competence to perform a learned mental or physical process. Skill statements refer to the proficient manner of performing work. Examples of skill statements are: skill in typing, skill in operating a tractor, skill in distinguishing sizes of parts, and skill in auditing records. Skill statements are useful in identifying worker characteristics that may require certain physical and mental requirements or evidence for certification requirements such as license requirements. etc.

A4.2.2.3. Ability Statements. Ability statements refer to the capability to perform an observable activity at the present time. Examples of ability statements are: ability to interpret and apply regulations, ability to work with power tools, ability to write reports.

A4.2.2.4. Other Characteristics Statements. These statements refer to physical or mental characteristics which do not fall under any of the other definitions. Examples are personal traits such as stress tolerance or dependability which may be applicable in work situations which exceed normal requirements, such as the job of air traffic controller.

A4.2.2.5. In general, KSAO statements normally begin with "knowledge of," skill in (or at)," or "ability to."

A4.2.2.6. KSAOs are defined in terms of those things employees are expected to do without training or experience on the job. KSAOs, therefore, which employees will be expected to learn on the job are not included in the qualification standard.

A4.2.3. Writing KSAOs. Following MJRs identification, a list of the KSAOs essential to the performance of the MJRs are completed. The phrasing of KSAOs is a matter of judgment. Subject-matter experts "brainstorm" KSAOs without excessive guidance.

A4.2.3.1. At first it is not necessary that all of the KSAOs remain at the end of the occupational analysis process, but including them at the beginning demonstrates that all of the possible important KSAOs were considered. During the development and refinement of MJRs and KSAOs, all notes, rough drafts, and documents are retained as evidence for later justification and defense of the qualification standard.

A4.2.3.2. Initially, fewer than 20 KSAOs normally adequately describe the most important worker characteristics in the occupational series. Keep in mind that KSAOs in qualification standards represent the minimum requirements for entry into the occupational series. KSAOs are further refined based upon a more specific job analysis when they are to be used for rating guides or interview guides.

A4.2.3.3. After initial KSAOs have been identified, the next step is to rank order KSAOs that are the "most important to bring to the occupation in order to perform in a reasonable period of time" to the "least important to bring to the occupation in order to perform in a reasonable period of time." The rank order process is simply accomplished by assigning numbers to the KSAOs (that is, one to the most important; two to the second most important, etc.).

A4.2.3.4. The KSAOs are reviewed as to whether they are essential to performance in the position. Those KSAOs that are determined to be less important or that could be acquired or learned in a reasonable period of time are not included in the qualification standard.

A4.2.3.5. The KSAOs are also reviewed in terms of their value in distinguishing among candidates. If KSAOs do not make distinctions among candidates, they serve little purpose in identifying potentially successful candidates.

A4.3. Qualification Requirements Documentation. The purpose of the qualification standard is to provide those minimum requirements for entry into the position. Any requirements used in basic eligibility are clearly tied to the content of the job. After analysis of the occupation is accomplished, the basic criteria for qualifications can be established.

A4.3.1. Usually, more than one type of activity demonstrates a candidate's possession of the KSAOs required for basic eligibility.

A4.3.1.1. Experience:

A4.3.1.1.1. Experience in jobs that are similar to or related to the KSAOs is frequently the most common measure of a candidate's basic eligibility. Since qualification standards set the minimum requirements for basic eligibility into an occupational series, the experience requirements should be broad in scope. It is in the ranking process for specific jobs in the occupational series that experience more similar to the jobs to be performed is examined.

A4.3.1.1.2. As much as possible, the experience required for basic eligibility is specifically tied to the KSAO and is not generally indicative of specific job types, titles, or organizational levels. For example, for the KSAO of "ability to type correspondence in final form," the experience sought should be reflective of that KSAO. The experience requirement should read, "Increasingly responsible experience in typing correspondence in final form, with responsibility for grammar, spelling, and punctuation accuracy." This experience may have been gained in many types of positions not only those that are titled "secretary" or "office automation assistant."

A4.3.1.1.3. In examining the KSAOs for some occupational series, there are certain basic functions found at every grade level of the occupation. Usually, these are KSAOs that are common to many related occupational series. This type of experience is called "general experience." That experience which is more specific and more specially related to the job is "specialized" experience. For example, in the Accounting Technician, 525 occupational series, every grade level requires certain general clerical skills, such as processing paperwork, filing, etc. This is "generalized" experience. The experience which is more specifically related to the accomplishment of accounting technician duties such as bookkeeping, voucher examining, etc., is "specialized" experience.

A4.3.1.1.4. The type and quality of experience are the most important things to describe in qualification standards. Experience is not described in terms of time periods; instead, it is the level and breadth of experience that is described.

A4.3.1.2. Education and Training:

A4.3.1.2.1. It is recognized that there are instances of a candidate's history, other than experience, which indicate the capability to fulfill KSAOs. Education and training are frequently the most common of these activities. Since qualification standards are built on specific KSAOs, care is exercised to ensure that the education and training entries correspond to the KSAO itself, and are not generalized. For example, a KSAO for the secretary occupation may be "ability to type documents in final form, assuring grammatical and other accuracy." The education and training that fulfills this KSAO is "education

and training in which candidate gained skill in typing, as well as ability to determine grammar, spelling, and syntax correctness." This education and training is specifically related to the KSAO being measured.

A4.3.1.2.2. "Education" usually refers to formal academic instruction in an educational institution. "Training" usually refers to other instruction, usually of a briefer, less formal nature. Except in the case of professional or highly technical positions, "education" and "training" are used almost interchangeably.

A4.3.1.3. Other. There may be other indicators of a candidate's possession of the required KSAO. These requirements must meet the same test of specific relationship to the KSAO that the experience and education and training do. Some of these "other" indicators include licenses, certificates, statements of physical capabilities, etc. In the example of the qualification standard for the secretary occupation, an "other" indicator is a certificate of typing proficiency or competency.

EVALUATING QUALIFICATIONS OF CANDIDATES

A5.1. Crediting Experience and Education:

A5.1.1. All experience and training of the quality and type specified in the standard, including experience and training gained in religious, civic, welfare, service, and organizational activities, are considered in determining qualifications regardless of whether or not any compensation was received.

A5.1.2. Experience gained while on detail is credited the same as if it were a permanent assignment. Part-time experience is credited the same as full-time experience.

A5.1.3. Experience in the armed forces is evaluated solely on its own merits with respect to the actual duties performed.

A5.1.4. Reference to "school above the high school level" means an educational institution (for example, a business school or college, a junior college, or college or university) for which high school graduation or the equivalent is a prerequisite. Some qualification standards require education completed in an accredited college or university. Accreditation of a college is granted by a regional accrediting association, a State Department of Education, State Accrediting Commission, or State University.

A5.1.5. Education which directly relates to the kind of experience required for a position may be substituted for the experience requirement. The length of the education and whether the course must be successfully completed is agreed upon by the HRO and the selecting official.

A5.2. Personal Traits and Characteristics. Some qualification standards include a description of certain work behaviors which are desirable. In filling such positions, selecting officials ensure themselves, by reference checks, personal interviews, or other appropriate means, that applicants possess these work behaviors to the degree necessary for satisfactory performance of work.

A5.3. Physical Requirements. Positions which have an obvious need for physical requirements; that is, lifting, carrying, standing for long periods of time, etc. have these specific requirements included in the standard itself. For all other positions, applicants must be physically able to perform efficiently the duties of the position. Any physical condition which causes the applicant to be a hazard to himself or others is disqualifying.

GUIDANCE ON INTERVIEW TECHNIQUES

A6.1. Purpose and Use: This guide explains how to plan and conduct NAF employment interviews. The suggested methods are useful when candidates are interviewed to obtain information about their relative qualifications for the job, and a formal rating system is used. Local management decides whether to use a rating interview. Factors in the decision are the grade level of the position; the knowledge, skills, and abilities (KSAs) needed to successfully accomplish the work of the position; personnel turnover in the occupation, etc. These techniques do not apply in those instances where the selecting official confines the interview to an informal exchange of information about the job and the candidate.

A6.2. Rating Interviews:

A6.2.1. All selection procedures are job related. A job analysis process is used to develop job related interview questions. Job analysis is a method for identifying job content by (1) describing the major job requirements (MJRs) in terms of important duties, tasks, work behaviors, etc., and (2) listing the related KSAs needed for successful performance of each MJR. KSAs are used to develop a set of standard questions which are used to interview all candidates. This is the same basic process as that used to develop and validate qualification standards for NAF positions. Step by step procedures are found in Attachment 4.

A6.3. Results of the interview are documented by rating the employee's responses to the questions asked about each KSA. The following example rating scale is used for this purpose:

A6.3.1. 5 = Applicant's answer indicates a superior understanding of this factor. Answer is judged superior; equal to the hypothetical ideal employee for this job.

A6.3.2. 3 = Applicant's answer indicates an adequate understanding of this factor. Answer is judged average. The answer does not indicate superiority; but the applicant possesses the characteristics to an adequate extent to meet job demands.

A6.3.3. 1 = Applicant's answer indicates evidence of factors which may limit the applicant. Answer is judged below average compared to the hypothetical ideal employee.

A6.3.4. ***NOTE***: When the applicant's answer clearly falls between the above descriptions, the rating assigned is two or four.

A6.3.5. Style and Format. Following are a few fundamental rules of interview questioning:

- Avoid questions requiring a yes or no answer.
- Avoid asking questions so that the answer you would like to receive is obvious to the participant.
- Make questions as straightforward as possible. Avoid complex constructions.
- Try to obtain as many examples of behavior as possible. Ask about things accomplished, actual experience.
- Avoid questions that may be an invasion of privacy; common sense is the best guide.
- Avoid expressing value judgments in questions.
- Show interest by asking for clarification or elaboration.

A6.3.6. Taking Notes:

A6.3.6.1. It does no good for an interview to produce information if that information is not transmitted to the interview discussion. The link is the interviewer. To perform this function, the interviewer takes notes during and immediately after the interview. No one can remember all the information brought out in an interview without taking notes. Note-taking may have the effect of formalizing the interview, but if properly done, the potential negative impact can be minimized. Moreover, the possibility of forgetting outweighs any slight "chilling" of the interview due to note-taking.

A6.3.6.2. Most participants in an interview expect the interviewer to take notes. Some interviewers find it suits their style to mention at the beginning of the interview that they are going to take notes; others never mention it. Note-taking should be done openly, but not in a way that the participant can see what is recorded.

A6.3.7. Common Pitfalls in Interviewing:

A6.3.7.1. Advice-giving. An interviewer should not turn the interview into a counseling session. He or she should not volunteer suggestions on job or personal decisions or problems. Counseling takes time away from the data-gathering function of the interview.

A6.3.7.2. Arguing. An interviewer should not argue with a participant. Questioning is completely acceptable. Expressing a difference of opinion is acceptable if done to evaluate a participant's depth. A "heated discussion" is not acceptable. It takes valuable time away from seeking information, potentially upsets the participant (thus increasing his or her nervousness, and making him or her more guarded), and markedly weakens the interviewer's powers of concentration and detachment. While an interviewer may completely disagree with a philosophy, attitude, or behavior expressed, he or she should not show it. More importantly, he or she should not let it color the perceptions or recording of other information.

A6.3.7.3. Halo Effect:

A6.3.7.3.1. An interviewer avoids the tendency to generalize an overall impression of a candidate (job related or otherwise) based on an individual KSAO. This is referred to as the halo effect. There are many ways in which a participant acquires a halo. A positive halo comes from a significant accomplishment, like heading a task force that developed an important new product, having gone to the right college or simply because the participant reminds the interviewer of himself or herself a few years back. A negative halo comes from a spotty job record, association with a certain group, or because the participant reminds the interviewer of someone the interviewer does not like.

A6.3.7.3.2. Positive and negative halos are guarded against as they detract from the collection of information in the interview. Once a halo (positive or negative) is put on the head of the participant, there is a tendency to seek only supporting information. Significant information tending to diminish the halo is ignored. The only remedy seems to be to keep the problem in mind and fight against it by constantly challenging oneself.

A6.3.7.4. Interviewer Orientation. An interviewer puts himself or herself in the place of the participant and should not think what it would mean if a certain thing was said, but rather what the participant means in response. All human beings tend to interpret events relative to their own backgrounds and experience. An interview is no different. To the extent possible, an interview should be participant oriented--considered from the participant's point of view.

A6.3.7.5. The Nervous Participant:

A6.3.7.5.1. Just because an interview is conducted in a friendly, nonthreatening manner, does not mean that the participant is not nervous or will not see it as threatening. The participant is in an unfamiliar setting, being interviewed by an individual or a panel the participant sees as highly prestigious and important; the participant feels it is necessary to sell himself or herself.

A6.3.7.5.2. Nervousness causes participants to misinterpret questions and nonverbal clues. Equally as important, nervousness hides behavioral characteristics that are important to observe in the interview. An extremely nervous participant cannot be effective in presenting his or her positive features.

A6.3.7.5.3. The only cure for a participant's nervousness is a warm, friendly, supportive interview. Friendly conversation helps (for example, about the weather or an area in the participant's background with which he or she feels particularly comfortable), but this is not used to the extent that valuable interview time is wasted. Generally, only time relieves nervousness. If the interview is properly toned, that time is used in collecting nonthreatening information.

A6.3.7.5.4. One of the worst things that happens to an already nervous participant is to be interviewed by a nervous interviewer. Each one reinforces the other's nervousness. They pick up and misinterpret clues from each other. Prevention of this situation is the responsibility of the interviewer. Only complete and thorough preparation prevents nervousness.

A6.4. EEO Laws and Regulations. It is very important that interviewers not violate EEO laws and regulations. Since many discrimination charges frequently involve the interview process, there is a need to increase the awareness of areas to be avoided. Interviewers must avoid questions involving:

- Race.
- Religion.
- Color.

- National origin.
- Sex.
- Age.
- Politics.
- Employee membership or nonmembership in organizations.
- Marital status.
- Occupation of spouse.
- Arrangements for care of children.
- Views on birth control.
- Abortion.
- Women's rights.
- Handicaps.

GUIDE TO DISCIPLINARY ACTIONS

Section A--Guide to Disciplinary Actions

A7.1. This attachment is provided to assist supervisors in selecting proper penalties. It neither replaces nor dictates penalties. Rather, it gives a general framework to help supervisors exercise mature judgment in dealing with particular circumstances. Mechanical use of the guide must be avoided.

A7.2. The column "Cause of Action (Offense)" does not include every potential cause. There is no "Violation of Other Rules" cause shown because this item provides no guidance. In using this column, the supervisor compares the current cause of action to all of those described and then uses those that relate to his or her situation to help apply the general policy. By relating the nature and seriousness of the current offense to the fundamental character of those listed, the supervisor fits the current offense into the general framework. (If there is a directly applicable cause of action shown, it is the one used to guide further consideration.)

A7.3. The "Typical Penalty" columns establish the range of penalties within which the penalty to be assessed usually falls, and the maximum penalty that may be assessed for a comparable nature offense. Because these ranges impose no mandatory minimum penalties, except as required by law, the supervisor has a choice of severity of action, ranging from no penalty at all to the maximum stated in the range. Thus, if the guide shows reprimand as the maximum, the supervisor may determine that no penalty is needed; or he or she may use either an oral admonishment or a reprimand. If suspension is listed as the maximum, an admonishment, a reprimand, or a suspension of any number of calendar days, up to and including that shown in this guide, could be assessed. A maximum of removal permits a choice of an admonishment, a reprimand, a suspension, or a removal. The severity of the penalty depends on the relationship of the current offense to those factors involved, including the nature of the current offense and the nature and recency of other offenses.

A7.4. Notices of proposed action and of final decision need not contain specific information on how the penalty was selected, other than that related to causes of action. In the event of an appeal or grievance, management must, however, establish that the penalty was proper under the circumstances, and that consideration was given to all material factors.

Section B--Disciplinary Actions

Figure A7.1. Disciplinary Actions

CAUSE OF ACTION (OFFENSE) (see note 1) (Unless otherwise restricted, the supervisor has the option of imposing no penalty or of using an oral admonishment.)	**TYPICAL PENALTY (see notes 2 and 3)**		
	First Offense	Second Offense	Third Offense
1. Delay or failure to carry out assigned work or instruction in a reasonable period of time.	Reprimand	Reprimand to 5-day Suspension	Reprimand to Removal
2. Insubordinate defiance of authority, refusal to comply with proper orders, wanton disregard of directives or insolence.	Reprimand to Removal	Reprimand to Removal	5-day Suspension to Removal
3. Tardiness of less than 1/2 hour. (see note 4)	Reprimand (see note 5)	Reprimand	1-day Suspension
4. Unauthorized absence of 8 hours or less, tardiness of over 1/2 hour, leaving job without permission or delayed return from lunch.	Reprimand	Reprimand to 5-day Suspension	Reprimand to Removal
5. Unauthorized absence of more than 8 hours.	Reprimand to 5-day Suspension	Reprimand to 14-day Suspension	5-day Suspension to Removal
6. Failure to request leave according to established procedures.	Reprimand to 5-day Suspension	Reprimand to 14-day Suspension	5-day Suspension to Removal
7. Failure to honor a valid denial of a leave request.	Reprimand to 5-day Suspension	Reprimand to 14-day Suspension	5-day Suspension to Removal
8. Loafing or sleeping on duty: a. When hazard to personnel or property is not acute or when no injury or loss is involved. b. When hazard to personnel or property is acute or when there has been injury or significant loss.	Reprimand Reprimand to Removal	Reprimand to 14-day Suspension 5-day Suspension to Removal	Reprimand to Removal 10-day Suspension to Removal
9. Careless workmanship or negligence.	Reprimand	Reprimand to 5-day Suspension	Reprimand to Removal
When consequences may be extreme, an attempt is made to conceal defective work, or there is an unauthorized attempt to remove or destroy work.	Reprimand to Removal	Reprimand to Removal	5-day Suspension to Removal
10. Careless use of NAF property, resulting in possible or actual minimum damage and minor disruption or possible disruption of mission.	Reprimand	Reprimand to 5-day Suspension	Reprimand to Removal
When possible or actual major damage to NAF property is involved, with significant mission disruption or possible or actual danger to the lives or well being of the employees or customers.	Reprimand to Removal	Reprimand to Removal	5-day Suspension to Removal
11. Failure to observe safety practice, including failure to use safety equipment, such as eye protection devices, and failure to comply with hearing conservation program requirements.	Reprimand	Reprimand to 5-day Suspension	Reprimand to Removal
When hazard is acute to life or property.	Reprimand to Removal	Reprimand to Removal	5-day Suspension to Removal
12. Loss or damage to, or unauthorized use or destruction of property (including motor vehicles), records, or information. (see note 6)	Reprimand	Reprimand to 5-day Suspension	Reprimand to Removal
When willfulness or intent is involved.	Reprimand to Removal	Reprimand to Removal	5-day Suspension to Removal

Figure A7.1. Continued..

CAUSE OF ACTION (OFFENSE) (see note 1) (Unless otherwise restricted, the supervisor has the option of imposing no penalty or of using an oral admonishment.)	**TYPICAL PENALTY (see notes 2 and 3)**		
	First Offense	Second Offense	Third Offense
13. Theft, actual or attempted, (Penalty is determined primarily by value of property, mitigating circumstances, employee's employment history, and employee's explanation.)	Reprimand to Removal	Reprimand to Removal	5-day Suspension to Removal
14. Deliberate misrepresentation: falsification, exaggeration, or concealment of a material fact in connection with any official document; or withholding of material facts in connection with matters under official investigation.	Reprimand to Removal	Reprimand to Removal	5-day Suspension to Removal
15. Discourteous conduct. Includes discourteous conduct to public.	Reprimand to 5-day Suspension	Reprimand to 14-day Suspension	Reprimand to Removal
16. Calling or participating in a strike, work stoppage, or slowdown.	Removal		
17. Picketing if such interferes with agency operations.	Reprimand to Removal	Reprimand to Removal	5-day Suspension to Removal
18. Committing a prohibited personnel practice .	Reprimand to 5-day Suspension	Reprimand to 14-day Suspension	Reprimand to Removal
If violation was deliberate.	Reprimand to Removal	Removal	
19. Rude, boisterous play that adversely affects production, discipline, or morale; use of abusive or offensive language; quarreling or inciting to quarrel; or interfering with the production of others.	Reprimand to Removal	Reprimand to Removal	Reprimand to Removal
20. Fighting, threatening, or inflicting bodily harm on another; physical resistance to competent authority; or indecent or immoral conduct.	Reprimand to Removal	Reprimand to Removal	5-day Suspension to Removal
21. Gambling during working hours.	Reprimand to Removal	5-day Suspension to Removal	10-day Suspension to Removal
22. Drinking, transferring, or selling intoxicants on duty or on government premises, except where authorized. Reporting for duty drunk or impaired by intoxicants. (see note 7)	Reprimand to Removal	5-day Suspension to Removal	14-day Suspension to Removal
23. Being on duty so intoxicated as to be unable to properly perform assigned duties, or to be a hazard to self or others. (see note 7)	Reprimand to Removal	5-day Suspension to Removal	14-day Suspension to Removal
24. Off-duty misconduct of such major import that the employee is unable to fulfill his or her job responsibilities. Off-duty misconduct of such significance that there is an adverse effect upon AF. (see note 8)	Reprimand to Removal	Reprimand to Removal	Reprimand to Removal

Figure A7.1. Continued..

CAUSE OF ACTION (OFFENSE) (see note 1) (Unless otherwise restricted, the supervisor has the option of imposing no penalty or of using an oral admonishment.)	**TYPICAL PENALTY (see notes 2 and 3)**		
	First Offense	Second Offense	Third Offense
25. Failure to honor valid debts or legal obligations. (In determining whether an offense has occurred, consider whether extenuating circumstances have developed after the employee incurred the obligation and the employee's previous record. (see note 9)	Reprimand	Reprimand	Reprimand
26. Making false, malicious, unfounded, or highly irresponsible statements against other employees, supervisors, other officials, or subordinates, with the intent to destroy or damage the reputation, authority, or official standing of those concerned.	Reprimand to Removal	5-day Suspension to Removal	10-day Suspension to Removal
27. Discrimination based on race, color, religion, sex, national origin, age, or handicapping conditions of an employee, former employee, or applicant which affects his or her rights, privileges, benefits, dignity, and equality of economic opportunity. Includes sexual harassment. Also includes making racial or ethnic slurs, or disseminating literature containing slurs. Consider circumstances and the effect on the person discriminated against, use of abusive language, violent treatment, or insulting demeanor. (see note 10)	Reprimand to 5-day Suspension	Reprimand to 14-day Suspension	10-day Suspension to Removal
If the discriminatory practice was deliberate. (see note 10)	Reprimand to Removal	Removal	
28. Use of abusive or offensive language toward a subordinate; baiting or otherwise inciting a subordinate to violate rules or regulations; coercion in deprivation of an employee's rights; or reprisal for employment of appellate procedures. (see note 10)	Reprimand to 5-day Suspension	Reprimand to 14-day Suspension	10-day Suspension to Removal
If violation was deliberate. (see note 10)	Reprimand to Removal	Removal	
29. Compromise or discredit of examination materials or process resulting from discussion of specific questions or content of examination with other employees, based on experience in the examination, when there is not deliberate effort or intent to compromise the examination materials or process.	Reprimand	Reprimand to 14-day Suspension	5-day Suspension to Removal
Compromise of an examination through unauthorized possession, use, or furnishing to others of examination information or materials.	Reprimand to Removal	14-day Suspension to Removal	Removal
30. Violation of security regulations when the breach does not result in release of security information to unauthorized sources and there is not evidence of a compromise of classified information. Consider all circumstances surrounding the breach in determining if an offense has occurred.	Reprimand	Reprimand to 30-day Suspension	10-day Suspension to Removal
When the violation is intentional or results in unauthorized release or compromise of security information.	Reprimand to Removal	14-day Suspension to Removal	30-day Suspension to Removal

Figure A7.1. Continued..

CAUSE OF ACTION (OFFENSE) (see note 1) **TYPICAL PENALTY (see notes 2 and 3)** (Unless otherwise restricted, the supervisor has the option of imposing no penalty or of using an oral admonishment.)			
	First Offense	Second Offense	Third Offense
31. Aiding and assisting in prosecution of claim against the United States, or receiving any gratuity or any share of or interest in claim from any claimant otherwise than in discharge or proper official duties.	Reprimand to Removal	14-day Suspension to Removal	Removal
32. Soliciting contributions from other government officers or employees for gifts or presents offered or presented as contributions from persons in government employ receiving lower salary.	Reprimand	Reprimand to 14-day Suspension	Reprimand to Removal
33. Transferring or selling marijuana, a narcotic, or a dangerous drug. (see notes 11 and 12)	Reprimand to Removal	Removal	
34. Use or possession of marijuana, a narcotic, or dangerous drug on government premises or on duty. Reporting for duty while under the influence of marijuana, a narcotic, or dangerous drug. (see notes 11 and 12)	Reprimand to Removal	Removal	
35. Being on duty so impaired by marijuana, a narcotic, or dangerous drug as to be unable to properly perform assigned duties or to be hazard to self or others. (see notes 11 and 12)	Reprimand to Removal	Removal	
36. Deliberate misuse or unauthorized use of NAF monies or property. (Penalty determined primarily by value, mitigating circumstances, employee's employment history, and employee's explanation.)	Reprimand to Removal	14-day Suspension to Removal	30-day Suspension to Removal
37. Accepting favors or gifts from vendors for personal gain. (Penalty determined primarily by value, mitigating circumstances, employee's employment history, and employee's explanation.)	Reprimand to Removal	14-day Suspension to Removal	30-day Suspension to Removal

NOTES:

1. See first page of this attachment; see DoDD 5500.7*Joint Ethics Regulation*, for violations of conflict of interest regulations.
2. Except where a lesser maximum penalty is provided, the maximum penalty for third or subsequence offenses is removal. All periods of suspensions are calendar days.
3. See first page of this attachment.
4. Maximum penalty for a third offense within 2-year period is 1-day suspension, and for a fourth offense in that period is 5-day suspension.
5. Normally, an oral admonishment is used.
6. 31 USC 638a(c) in 5 CFR and 31 USC 638a(c)(2) provides that any officer or employee who willfully uses or authorizes use of government passenger motor vehicles or aircraft for other than official purposes is suspended for not less than 1 month and is suspended for a longer period or removed if circumstances warrant.
7. Actions involving these offenses must be carefully evaluated to ensure that the requirements of the federal substance abuse program are met. Close consultations with the HRO and the base medical officer is required.
8. Removal is warranted when US citizens employed overseas become culpably involved with the law enforcement authorities of a host government in whose country the USAF facility is a guest. Such involvement reflects upon the US and affects the success of its mission overseas.
9. There is no offense unless: (a) the validity of the debt is established; (b) there has been a failure to either arrange for or comply with a repayment schedule; and (c) there is a current complaint from the creditor. Suspension is not an authorized penalty. Maximum penalty for third and fourth offenses within 2-year period is reprimand with the added warning that a "continuation of offenses could result in removal."

10. If a supervisor or manager has engaged in an act of discrimination, or in an activity that adversely reflects upon the integrity of the management process, an evaluation is made of the manner in which he or she generally discharges his or her management responsibilities, to determine whether he or she should be reassigned or changed to lower grade to a position of different character. (Reduction in grade is authorized under such conditions but may not be effected in addition to another penalty for the same offense.)
11. For purposes of this manual, a dangerous drug is one so defined by the Attorney General of the US. When a narcotic or dangerous drug has been prescribed for medical purposes under an appropriate authority, its use by the patient as prescribed, is not an offense in terms of this manual. Close coordination with the base medical officer and the staff judge advocate is required.
12. The penalty is selected with due regard to the employee's status as a drug experimenter, drug user, or drug addict and should, whenever possible, contribute to the employee's rehabilitation and restoration.

Section C--Selecting the Penalty

Use this section along with sections A and B. The interrelationships of key factors in the disciplinary system are shown, but neither establishes additional procedural requirements nor automatically sets penalties.

Information on how basic penalty was derived and if favorable elements were considered need not be included in notices but must be available for later use.	**Information must be included in notices of any consideration used to increase the severity of the basic penalty.**

Figure A7.2. Selecting the Penalty.

1. Basic penalty is the one that would be used if there were no other considerations. It is based on: a. Offense: (1) Character. (2) Seriousness. (3) Consequences. b. Rehabilitative potential of penalty. c. Character of employee's position.	2. Favorable elements are those considerations which tend toward the imposition of less severe penalties. Included are: a. Situation: (1) Possibility of genuine misunderstanding. (2) Enticements or provocations. (3) Capabilities of others. (4) Mitigating circumstances. b. Employee: (1) Length of Service. (2) Quality of work history. (3) Personal reputation. (4) Past contributions. (5) Record of cooperativeness. (6) Record of achievements.	3. Unfavorable elements are considerations which tend to show a need for more severe action than is usually taken. Included are: a. Penalties for past offenses within: (1) Suspension - 2 years. (2) Reprimand - 2 years. (3) Admonishment - 2 years. b. Combination of offenses. c. Series of offenses. d. Character of other offenses. e. Recency of other offenses. f. Employee willfulness.	4. Penalty assessed results from weighing of favorable and unfavorable factors in relationship to the offense. a. Proposed penalty is determined on the basis of all information available at time of institution of action and is specifically stated in notice of proposed action. b. Penalty decided upon is determined based on all available information, including employee's answer to notice of proposed action. Give consideration to plea of compassion. State penalty decided upon and effective date in notice of decision.

SERVICE COMPUTATION DATE (SCD) FOR LEAVE

Table A8.1. Service Compensation Data (SCD) for Leave (see note 1).

RULE	A If employee was hired	B and was a	C then the SCD is computed using all
1	before 1 Jul 74	regular USAF NAFI employee	-regular USAF NAFI service in a position to which annual and sick leave applies (does not include anyone occupying the special off-duty military (ODM) employment category); temporary full-time (TFT) service when employee converted to regular full-time (RFT) in the same position and NAFI before 1 Jul 74. (see notes 2 and 3)
2	from 1 Jul 74 through 30 Apr 75	regular DoD NAFI employee	-regular DoD NAFI service in a position to which annual and sick leave applied (does not include the ODM employment category); -active duty honorable service in any branch of the armed forces -during wartime or during any campaign or expedition for which a campaign badge is authorized, without regard to whether the employee actually received the campaign badge; -all active duty service when separation was based on disability from injury or disease received in line of duty, as a direct result of armed conflict, or caused by an instrumentality of war and incurred in the line of duty during a period of war; -(active military service after 30 Jun 60 in the regular corps or reserve corps of the US Public Health Service, and after 30 Jun 61 as a commissioned officer of the Environmental Science Services Administration Coast and Geodetic Survey, are creditable when the employee is carried or presumed to be carried on the rolls of the employing NAFI in a military furlough or LWOP status.) (see notes 2, 3, and 4)
3	from 1 May 75 through 15 Feb 83	regular DoD NAFI employee	-prior DoD NAFI service in a regular employment category (excluding the former ODM employment category.) (see notes 2, 3, 4, 5, and 6)
4	from 16 Feb 83 through 27 Jun 83 (or was hired under Rule 1, 2, or 3 above)	regular DoD NAFI employee	-prior DoD NAFI service in a regular employment category; -all active uniformed service (except for certain retired members of the uniformed service as outlined below), terminated by honorable discharge, under honorable conditions, or by transfer to inactive reserves under honorable conditions; -for an employee who is a retired member of the uniformed services, credit is restricted to the actual service in armed forces during wartime or in any campaign or expedition for which a campaign badge has been authorized. But if the retired military member meets one or more of the following conditions, then all of his or her active service is creditable: -the retirement was based on disability resulting from injury or disease received in the line of duty as a direct result of armed conflict; or -the retirement was based on disability caused by an instrumentality of war and incurred in the line of duty during a period of war (as defined in Section 101 and 301 of Title 38, United States Code); or - on 30 Nov 64, the retired member was employed in a NAF position to which annual and sick leave applied, and continues to be employed in a position of this kind without a break in service of more than 30 days. (see notes 2 through 11)
5	on or after 28 Jun 83 (or was hired under Rule 1, 2, 3, or 4 above)	regular DoD NAFI employee	- the credit addressed in rule 4 above, plus - temporary full- or part-time service when employee converts to RFT, RPT, or REG employment and has remained a NAF employee since date of conversion. (see notes 2 through 12)

NOTES:

1. For RIF SCD, compute leave SCD and delete any credit that was given for military service.
2. Prior service includes time served under the provisions of USAF NAF employment contracts which were documents used to hire USAF NAF employees before publication of AFM 176-5. Contracts in effect when AFM 176-5 was published were permitted to remain valid until their expiration date or no later than the beginning of the first pay period in Jul 71, whichever occurred first. These contracts do not include Personal Service Contracts.
3. If an employee was on board 1 Jul 74 when the SCD rules changed, the SCD should have been recomputed to provide the greater benefits.
4. DoD NAFI service includes service with the AAFES.
5. Employees rehired after a break in service of 1 or more workdays are entitled to an SCD, computed on those creditable factors authorized at the time of reemployment. Employees rehired by reinstatement are considered to have been continuously employed without a break in service.

6. An employee who was on board before 1 May 75, and who remained a NAF employee on and after 1 May 75, would retain any credited military service computed previously into the existing SCD unless the present method of crediting military service produces a greater benefit.

7. If recomputation under rules 4 or 5 impacts adversely on an employee, employee retains the SCD which provides the greater benefit.

8. Dates of wars, campaigns, and expeditions are found in FPM Supplement 296-33, Chapter 7, figure 7-6 and 7-7.

9. Use DD Form 214 to verify military service; in addition, for military retirees, you will need to complete SF 813 to verify participation in campaigns and expeditions.

10. FPM Supplement 296-33, Chapter 6, may be used as a guide in crediting military service and in the methodology for computing SCD for leave purposes.

11. Any SCD and leave accrual rate changes resulting from crediting military service are adjusted effective 16 Feb 83. Recomputation to allow retroactive accrual prior to that date is not authorized.

12. Any SCD and leave accrual rate changes resulting from crediting temporary service leading to regular service are adjusted effective 28 Jun 83. Recomputation to allow retroactive accrual prior to that date is not authorized.

CLASSIFICATION STANDARDS FOR NAF PAY BAND POSITIONS

Section A--General Information

A9.1. This attachment sets forth guidelines for classifying NAF pay band positions. Three general sets of guidelines are used: Characteristics of Work Performed, Job Grading Methods for Mixed Jobs, and Job Grading Methods for Leader and Supervisory Positions.

A9.1.1. Characteristics of Work Performed. The characteristics of work performed for each pay band consists of a narrative listing of duties appropriate for the pay band, the supervision provided for these types of positions, and suggested qualification requirements for these positions. (Section B)

A9.1.2. Job Grading Methods for Mixed Jobs. These methods are used when the duties and responsibilities of a position cannot clearly be defined in one occupational area. (Section C)

A9.1.3. Job Grading Methods for Leader and Supervisory Positions. These methods are used to grade positions that on a regular and recurring basis involve leading or supervising the work of three or more (full-time equivalent) employees. (Section D)

A9.1.4. Listing of Commonly Used and Authorized NAF Position Titles and Occupational Series. This is a listing of position titles and corresponding occupational series commonly found in each pay band. The listings are not intended to contain all combinations of possible titles and occupational series. They are used along with the guidance contained in DoDM 1401.1-M-1 in assigning official position titles and series to NAF pay band positions. (Section E)

A9.2. Classifying NF Pay Band Positions:

A9.2.1. Compare the duties and responsibilities to the characteristics of work to determine the appropriate pay band. Assign the appropriate official position title, occupational series and pay band.

A9.2.2. If the duties of the position cannot be clearly defined as belonging to one particular occupational series, then the methods used to classify and grade mixed jobs should be used.

A9.2.3. Should the position guide contain leader or supervisory duties, the methods used to apply supervisory standards is used to determine whether or not the position is classified as a leader or supervisor.

Section B - Characteristics of Work Performed.

A9.3. Pay Band NF-I:

A9.3.1. Routine Clerical Duties:

A9.3.1.1. Files in existing alphabetical, chronological, or numeric files. Maintains files; locates and withdraws records; cross-references file material; removes records for disposition according to established schedules, rules and regulations.

A9.3.1.2. Performs receptionist duties. Greets and directs visitors to the appropriate area, routes incoming telephone calls, and provides general routine information upon inquiry.

A9.3.1.3. Completes routine reports and forms where the form contains instruction for completion, and requires limited or no typing skills.

A9.3.1.4. Performs a variety of simple, routine, repetitive accounting duties.

A9.3.1.5. Maintains records; receives, screens, reviews, and verifies documents; searches for and compiles data.

A9.3.1.6. Takes dictation and transcribes in terminology average to the work situation involving normal level of responsibility.

A9.3.1.7. Types a variety of simple material where instructions for format, punctuation, spelling and grammar are often provided; however, may include responsibility for propriety of format.

A9.3.1.8. Uses word processing software and printing equipment to create, copy, edit, retrieve and print a variety of standardized documents. This may or may not include transmitting and receiving electronic mail and messages.

A9.3.1.9. Operates a card punch machine to record alphabetic and/or numeric data from documents in standard format.

A9.3.1.10. Receives and confirms room reservations, registers and assigns rooms to guests, issues room keys, receives money, makes change, and prepares daily reports.

A9.3.1.11. Performs circulation and registration duties in libraries. Checks out materials; accepts returns; may accept payments and make change; processes replacement of lost items and extensions of loans.

A9.3.1.12. Performs receiving and disbursing cashier duties; accepts payments, checks, makes change; may prepare and issue change funds, bank deposits and daily reports.

A9.3.1.13. Performs routine supply/inventory duties such as processing documents, posting, and establishing new records.

A9.3.1.14. Receives and places local, regular and special long distance calls, answering routine and non-routine questions in reference to the organization.

A9.3.1.15. Receives mail, sorts and arranges items, and delivers mail. Picks up mail along delivery route and sorts materials to be delivered along the courier route in returning to duty station. May operate a motor vehicle or light truck on a limited basis when performing these duties.

A9.3.1.16. Sorts incoming mail, reads and routes mail, records registered or insured mail, maintains directory or locator file, inspects outgoing mail for completeness.

A9.3.1.17. Performs routine clerical duties in computer operation area. Reviews incoming documents; logs incoming coded documents, processes punchcards, tape reels, and worksheets. Maintains logbook of daily operational runs; examines and verifies machine output reports for accuracy and completeness.

A9.3.1.18. Assists higher grade payroll clerk in computing routine pay transactions, posting individual pay records, filling in form letters, and assists in the compilation of miscellaneous payroll reports.

A9.3.1.19. Performs simple, routine or repetitive clerical procurement tasks involving purchasing, procurement, and contracting where supervisory guidance is readily available, and work is spot checked during the task and reviewed thoroughly upon completion.

A9.3.2. Customer Service Duties:

A9.3.2.1. Provides assistance to facility users by explaining function and features available of building, equipment, and recreational activities.

A9.3.2.2. Serves as a sales clerk demonstrating or selling in a general or specialized merchandise area.

A9.3.2.3. Performs cashier functions in support of other staff involved in the sales of services or merchandise. Receives money, issues receipts, makes change, and completes related cash control forms.

A9.3.2.4. Patrols, protects, and inspects buildings and property. Guards supplies, merchandise and equipment.

A9.3.2.5. Maintains security by inspecting parcels and visitors to closed access areas; checks identification of persons entering clubs, etc., and enforces the rules of conduct of such facilities.

A9.3.2.6. Issues and collects recreational equipment, laundry and supplies.

A9.3.2.7. Performs duties as night manager of a small club or assigned area, enforcing club rules, providing instruction and guidance to staff members during assigned shift.

A9.3.2.8. Assists in supervising groups of children in structured or unstructured playground or indoor game room activities in a youth activities program.

A9.3.2.9. Keeps schedules of athletic events or tournaments. Accepts reservations for facility use, collects fees; prepares facility for specific events.

A9.3.2.10. Sells bingo cards, collects and accounts for cash, and "calls" bingo game.

A9.3.2.11. Observes swimming areas to ensure safety of patrons. Rescues swimmers in trouble and administers first aid. Cleans pools and pool areas. Observes environmental conditions for safety hazards to patrons.

A9.3.2.12. Under the supervision of a manager, coordinates all phases of a small retail activity. Requisitions merchandise; maintains stock levels; insures proper display, price-marks and sells merchandise; accounts for cash and inventories merchandise.

A9.3.3. Supervision Provided. Positions in this band are closely supervised when performing new or procedurally complex duties. Supervisor is readily available, in person or by telephone, to deal with unusual situations which may occur, and to provide necessary guidance and instructions. Routine work may be performed independently. Work is reviewed for compliance with office procedures and instructions, technical accuracy and appearance. It may also be reviewed in draft or in final form.

A9.3.4. Qualification Requirements. Positions in pay band NF-I may or may not require prior training or experience. Training requirements and time limits which must be met as a conditions of appointment are included in the position guide. Qualifications may include, but are not limited to:

A9.3.4.1. Ability to read, write, and speak English. Math skills which should be possessed upon completion of secondary basic math programs.

A9.3.4.2. Specialized training requirements that are essential for some positions, i.e., for a lifeguard, such as certification of completion of Red Cross Lifeguard course and CPR.

A9.3.4.3. Typing skills.

A9.3.4.4. Stenography skills.

A9.3.4.5. Keypunching skills.

A9.3.4.6. Limited knowledge of office automation software.

A9.3.4.7. General knowledge of standard library rules, regulations and procedures.

A9.3.4.8. Experience in clerical or office work of any kind which has demonstrated the ability to perform the duties of the position in a satisfactory manner.

A9.3.4.9. Experience involving public contact.

A9.3.4.10. Practical knowledge of recreational activities, rules and procedures, and equipment.

A9.3.4.11. Ability to resolve common arithmetical problems and make change when receiving payments from customers.

A9.3.4.12. Experience working with an inventory management system.

A9.3.4.13. Experience as a telephone operator.

A9.3.4.14. Experience which has demonstrated arithmetic aptitude and ability, accuracy and attention to detail, and the ability to apply well established, simple, repetitive accounting procedures.

A9.3.4.15. Experience which has provided a general familiarity with the routines and procedures followed in leisure or recreational group activities or programs.

A9.4. Pay Band NF-II:

A9.4.1. Complex Clerical Duties:

A9.4.1.1. Creates and maintains official files and other reference material IAW established procedures.

A9.4.1.2. Answers telephone calls and receives visitors supplying requested information from own knowledge and/or office files, or refers caller to appropriate source.

A9.4.1.3. Gathers data and documentation for special projects and prepares briefing support materials.

A9.4.1.4. Establishes and maintains control/suspense logs.

A9.4.1.5. Performs the full range of cash management and accountability duties that may include collecting dishonored checks, analyzing and correcting erroneous data on computer runs, training lower grade cashiers, etc.

A9.4.1.6. Takes and transcribes dictation in the preparation of a variety of correspondence, reports, forms, messages, memoranda, procedures, studies, etc., in a work situation involving a high level of responsibility.

A9.4.1.7. Uses word processing software to produce a variety of documents. For example, uses database or spreadsheet software to enter, revise, sort or calculate and retrieve data for reports; uses graphic software to provide charts and graphs for viewgraphs. Transmits and receives documents and messages electronically using PCs that are networked or linked through a central processing unit.

A9.4.1.8. Types a wide variety of material, where spacing arrangements are complicated, directly in final format without a rough draft. Includes responsibility for correct spelling, paragraphing, grammar and format.

A9.4.1.9. Performs complex clerical duties in computer operation area. Resolves error documents. Assists in preparation of daily computer operation schedules, reviewing systems packages and maintaining daily history file of all machine utilization.

A9.4.1.10. Performs clerical support work for purchasing, procurement, and contracting that require the application of a knowledge of general procurement procedures and basic regulations.

A9.4.1.11. Records and verifies data involving a variety of keypunching or CRT procedures using knowledge of a variety of codes and basic accounting data to process punch cards, interpret card format changes and formulate revised procedures. May train and assist lower grade personnel.

A9.4.2. Administrative/Technical Support Duties:

A9.4.2.1. Reviews applicable regulations and directives to determine appropriate actions to take or recommend.

A9.4.2.2. Drafts contract specifications as directed by a Procurement/Contract Specialist.

A9.4.2.3. Takes photographs and develops film.

A9.4.2.4. Plans and conducts a specific segment of a large recreation program IAW guidance of a Program Manager.

A9.4.2.5. Conducts studies in a specific administrative area to address specific situations; coordinates with personnel outside the work unit in identification, research, and clarification of problems and discrepancies.

A9.4.2.6. In an accounting office, reviews, analyzes and verifies incoming documents, processes payments, conducts quality audits of documents and vouchers for completeness and validity, prepares a variety of financial reports from records maintained.

A9.4.2.7. In a payroll office, establishes and maintains individual pay records, determines pay due and applicable withholdings, verifies all pay action documents, processes payroll checks, completes all related reports. Performs with minimal supervision, however, supervisor is readily available to answer questions or to help with unusually complex problems or situations.

A9.4.2.8. In a human resources office, assists in providing recruitment and placement to NAF activities. Provides information to NAF employees on items found in commonly used regulations. Maintains files. Processes a variety of personnel actions. May be required to operate a computer remote terminal.

A9.4.2.9. Performs responsible supply/inventory duties in stock level maintenance, inventory adjustment, and receipt control. Such duties involve making determinations, selecting applicable procedures, conducting investigations, and interpretation of reference materials/sources.

A9.4.2.10. Operates peripheral computer equipment as the primary job duty. Operates verifiers and machines with keyboards for writing on tape. May set switches, mount and dismount tapes, load and recognize faulty punch cards, recognizing and correcting error conditions, and keeping necessary records.

A9.4.2.11. Performs purchasing duties using methods for a variety of standard items from authorized sources that are well advertised and well-known.

A9.4.2.12. Under the supervision of a manager, coordinates all phases of a medium to large retail activity. Requisitions merchandise; maintains stock levels; insures proper display, price marking, selling of merchandise, cash accountability and merchandise inventory. May be required to train subordinate personnel.

A9.4.2.13. Performs duties of a complex clerical/administrative nature related to library functions, i.e., the mechanical preparation of library materials; the physical upkeep of library material and equipment; circulation work; acquisitions work; cataloging work. Duties may be specialized in certain areas (e.g., acquisition, cataloging, reference, circulation, or serials work), and may frequently involve providing direction to lower graded personnel.

A9.4.3. Customer Service Duties:

A9.4.3.1. Demonstrates and sells merchandise direct to customers when an in-depth technical knowledge of the product sold is required.

A9.4.3.2. Decorates display areas, develops proposals for merchandise including sketches, material requirements and budget requirements.

A9.4.3.3. Plans and conducts recurring patron activities such as dances, dinners, tournaments and related social activities.

A9.4.3.4. Carries out a specialized arts & crafts program (ceramics, lapidary, stained glass, etc.)

A9.4.3.5. Teaches swimming in a formal program.

A9.4.3.6. Supervises and directs the activity of participants in established youth and recreation programs such as Teen and Summer Camp.

A9.4.3.7. As night manager, monitors operation of a medium to large club or assigned area; enforcing club rules, ensuring scheduled functions take place as scheduled; provides instruction and guidance to staff members during assigned shift.

A9.4.3.8. Performs routine and standard club-management functions that are a complete segment of a broader overall club operation.

A9.4.3.9. Provides a variety of travel advice and information to customers involving various types of transportation carriers, travel patterns, accommodations and scheduling.

A9.4.3.10. Performs retail sales duties as individual in charge of merchandise in a retail operation. Responsible for cash accountability, reviews stock, creates displays; operates cash register, prepares daily activity report, and provides work direction to subordinate personnel.

A9.4.4. Supervision Provided. Positions in this band are provided instructions when performing new or procedurally complex duties. Supervisor is available to deal with unusual situations which may occur and to provide necessary guidance and instructions. Routine work is performed independently. The supervisor checks the work to ensure compliance with procedures and directives.

A9.4.5. Qualification Requirements. Positions in pay band NF-II may or may not require work experience. Many positions may require training, education, specific skills or experience. Specific experience is work experience, directly related to the duties required of the position, which demonstrates the knowledge, skills and abilities essential to successfully perform the duties identified. Those training requirements, which are to be completed after appointment and which are a condition of employment, are included in the position guide. Qualifications may include, but are not limited to:

A9.4.5.1. Progressively responsible experience in work which requires a knowledge of established double-entry accounting procedures and techniques.

A9.4.5.2. Progressively responsible experience in clerical duties in the receipt, disbursement, examination, deposit, custody, or other processing of cash items when this includes (1) direct handling of cash items and, (2) use of cash accountability control methods.

A9.4.5.3. Experience in responsible clerical or office work of any kind in which the applicant demonstrated the ability to perform satisfactorily at the grade level of the position.

A9.4.5.4. Proficiency in stenography skills.

A9.4.5.5. Proficiency in typing skills.

A9.4.5.6. General experience or knowledge of each functional area within club operations, club programs, procedures and rules.

A9.4.5.7. Experience in work which requires a knowledge of the rules, regulations, procedures and program requirements of one or more areas of a personnel system.

A9.4.5.8. Knowledge of varied and/or advanced functions of computer software and automated systems to produce a wide range of office documents.

A9.4.5.9. Knowledge and/or experience which required the application of a knowledge of general procurement procedures and basic regulations.

A9.4.5.10. Experience which provided a working familiarity with the routines and procedures followed in group activities or programs.

A9.4.5.11. Working experience or knowledge of the recreational activities and equipment, rules and procedures as relate to the particular activity in which they are assigned.

A9.4.5.12. Responsible clerical or office experience involving most or all of the duties of the position. Some substantive subject matter knowledge of the organization's programs and operations may be required.

A9.4.5.13. Increasingly responsible experience working with an inventory management system. For positions involving an automated inventory system, sufficient knowledge of the mechanized program to apply coding structures for specific merchandise items.

A9.4.5.14. Certification of completion of Red Cross Lifeguard course, Water Safety Instructor course, and CPR.

A9.4.5.15. Responsible experience and knowledge in operation of peripheral computer equipment.

A9.4.5.16. Increasingly responsible experience which provided a basic knowledge of payroll and related rules, regulations, instructions and procedures as relate to standard types of pay actions, changes and pay record totals and reports.

A9.4.5.17. Experience that provided a basic understanding of the rules, regulations, practices and procedures used in purchasing; knowledge of common business practices with respect to pricing, discounts and deliveries.

A9.4.5.18. Responsible experience in retail sales which has provided a technical knowledge of retail products within the organization, merchandise display, maintaining inventory levels, and salesmanship abilities.

A9.4.5.19. Experience which has provided a practical knowledge of travel industry rules, regulations and procedures.

A9.4.5.20. Progressively responsible experience in a library providing specific knowledge of library rules, regulations and procedures.

A9.4.5.21. Responsible clerical or office experience which provided a basic knowledge of correspondence formats, grammar and spelling; ability to perform research, select and arrange material, compose correspondence and maintain organized files.

A9.4.5.22. Experience which has demonstrated the ability to perform the full range of keypunch or CRT equipment duties. Leadership ability may be required.

A9.4.5.23. Progressively responsible general clerical experience which has demonstrated arithmetic aptitude and ability, accuracy and attention to detail.

A9.5. Pay Band NF-III:

A9.5.1. General Duties:

A9.5.1.1. In a sports or recreation program, interprets rules and procedures for program participants (ABC to bowlers, ASA to summer softball programs, etc.), while serving as advisor for group activities.

A9.5.1.2. In a large or centralized payroll office, establishes and maintains individual pay records, determines pay due and applicable withholdings, verifies all pay action documents, processes payroll checks, completes all related reports. Expected to perform independently. Responsibility for the full performance of payroll work required.

A9.5.1.3. In a budget office, gathers and verifies narrative and statistical data; prepares preliminary budget estimates; summarizes narrative, quantitative and statistical data included in budget forms, schedules and reports.

A9.5.1.4. In a theatre program, organizes, directs or produces plays or musical productions; participates in staging, rehearsal, playwriting, set construction, etc.

A9.5.1.5. In a purchasing office, assembles specifications to be used in writing contracts; searches catalogs to develop cooperative information on goods available; recommends contract terminology; coordinates contract execution with vendor ensuring compliance with delivery dates, etc.

A9.5.1.6. Researches, assembles and conducts preliminary analysis of data for use by higher level specialist; researches prior records of similar actions, prepares review of such action and participates in the evaluation of data obtained.

A9.5.1.7. Independently, serves as subject matter expert in a technical area.

A9.5.1.8. Reviews applicable regulations and directives to determine appropriate actions to take or recommend.

A9.5.1.9. Gathers, monitors and maintains data to complete reports, respond to inquiries and assist others.

A9.5.1.10. Plans, organizes, schedules, and coordinates conferences and/or events (tournaments, intramural competition, fund raising functions, workshops, training); arranges supplies and support services for functions (transportation, facilities, security, and funding).

A9.5.1.11. Plans and administers a segment of a large sports or recreation program, or manages a small program.

A9.5.1.12. Designs and develops publicity/marketing material (viewgraphs, slides, posters, fliers, brochures, video presentations), develops and writes announcements, press releases, speeches and related material.

A9.5.1.13. Uses desk-top publishing software to prepare a variety of news releases, brochures, reports and publications highlighting the activities of the organization.

A9.5.1.14. As a unit manager performs all or most of the following:

A9.5.1.14.1. Plans and directs the operation of a sales activity; stores, displays, prices, and merchandises a variety of products.

A9.5.1.14.2. Enforces facility usage requirements/limitations.

A9.5.1.14.3. Receives and resolves customer complaints and requests for special services.

A9.5.1.14.4. Coordinates activity between units.

A9.5.1.14.5. Develops and implements promotional events.

A9.5.1.14.6. Maintains required financial and customer usage data.

A9.5.1.15. In an accounting office, performs the full range of accounting duties. Classifies and verifies a wide variety of documents; maintains double-entry bookkeeping journals and subsidiary ledgers; prepares monthly balances, reconciles accounts, and transcribes to general ledger for closeout of all accounts; computes expenses for accounting services and assigns charges; prepares financial statements.

A9.5.1.16. Performs as manager or assistant manager of a small to medium size aero club.

A9.5.1.17. Performs as manager or assistant manager of a small to medium size bowling center.

A9.5.1.18. Performs as manager or assistant manager in a small to medium size golf course.

A9.5.1.19. Performs as manager or assistant manager in a small (less than full-service operation) club.

A9.5.1.20. In a catering activity, makes all arrangements for catering such activities as banquets, parties, receptions and luncheons. Analyzes the requirements of the occasion and decides on suitable services to be provided. Informs dining room and kitchen personnel of food and beverage requirements. Ensures decorations, entertainment, and table arrangements are appropriate and available on time. Plans special membership affairs. Must know appropriate protocol for all levels of military and civilian participants.

A9.5.1.21. As chef in a small to medium size club kitchen, instructs cooks on proper techniques and methods of cooking and preparing a variety of food items. Initiates the preparation of new and unusual foods and sauces. Directs and oversees the setting and placement of entrees for buffets and special parties. Plans all menus for regular meals and parties. Checks

food during and after preparation for conformance with high standard of quality. Coordinates baking, meat preparation and cooking operations. Maintains accounting of sales and costs. Supervises kitchen staff. Standardizes recipes, analyzes cooking techniques, and estimates and orders food supplies.

A9.5.1.22. In a human resources office: Provides recruitment and placement service to all NAF activities. Conducts orientation, explains pay systems, differentials, hours of work, etc. Provides assistance to employees and supervisors on pay matters, benefits, and a wide variety of personnel actions. Prepares personnel action forms for a variety of personnel actions. May be required to operate a computer remote terminal.

A9.5.1.23. Complex clerical duties: Serves as secretary to the head of an organization performing secretarial and administrative duties requiring a substantial level of judgment, experience, and discretion. Actively participates in the organization's substantive programs.

A9.5.1.24. Operates console of a computer system, with responsibility for the quality of the result, and for recognizing, diagnosing and independently acting on machine stoppage and error situations.

A9.5.1.25. Manages, supervises or performs work involved in the design, implementation, maintenance or modification of systems for solving problems or accomplishing work processes by the use of digital computers.

A9.5.1.26. Performs progressively responsible duties in illustrating, painting, or drawing.

A9.5.1.27. As night manager, monitors operation of a medium to large club or assigned area. Positions at this level are normally in clubs with numerous types and frequent special activities, often requiring supervision of lower grade night manager type positions.

A9.5.1.28. In a sports and recreational program: Plans, directs, and manages the operations of sports and/or recreational programs for such activities as scuba diving, hunting, shooting, archery, fishing, boating, hiking, climbing, skating, riding, etc.

A9.5.1.29. In a contracting program: Performs duties involved with the negotiation, award, administration and termination of contracts, and in the purchase of commodities, services and supplies.

A9.5.1.30. Performs as Manager of the Resource, Recovery, and Recycling Program (RRRP) concerned with the utilization, donation, merchandising, sale, marketing, or other disposition of surplus property.

A9.5.1.31. Performs more complex and technical duties associated with procurement and contract functions. Includes tasks such as assembling product and price data for negotiations, reporting on performance of contractors, or providing training and/or guidance to lower grade procurement personnel.

A9.5.1.32. In a lodging facility: Evaluates housing management programs and the development of administrative procedures, and provides advice and technical assistance to lodging management. May include overall responsibility for a separate activity within the overall lodging function (e.g., VOQ, VAQ, TLF, etc).

A9.5.1.33. Performs as manager of the maintenance of a small to medium sized golf course.

A9.5.1.34. Performs as manager of a training and/or marketing program.

A9.5.1.35. Performs a wide variety of substantive technical support work necessary to insure the effective operation of supply management systems.

A9.5.1.36. Supervises the operation of a retail activity.

A9.5.2. Supervision Provided. Positions in this band are provided guidance when performing new or complex duties. Routine work is performed independently. The incumbent uses own initiative to resolve problems and conflicts. Guidelines are numerous and complex. Completed work is normally reviewed on a sample basis through evaluation of reports and finished products.

A9.5.3. Qualification Requirements. Most positions within pay band NF-III require either training, education, or specific skills or experience. Specific experience is work experience, directly related to the duties required of the position, which demonstrates the knowledge, skills and abilities essential to successfully perform the duties identified. Those training requirements, which are to be completed after appointment and which are a condition of employment, are included in the position guide. Qualifications may include, but are not limited to:

A9.5.3.1. Progressively responsible experience in the full range of payroll processing for a wide variety of standard and nonstandard pay actions requiring a wide range of rules, regulations, and instructions, with little technical supervision.

A9.5.3.2. Knowledge of Agency rules, regulations, practices, procedures and techniques relating to purchase of a wide variety of commercial as well as some technical items; knowledge of quality of merchandise purchased to enable making determinations for substitution; knowledge of large number of vendor sources, and common business practices relating to mechanics of purchasing.

A9.5.3.3. Experience which has demonstrated the ability to manage a retail operation for profit. May include merchandise display and maintaining appropriate inventory levels.

A9.5.3.4. Ability to supervise, train and schedule subordinates or have experience which shows the potential to develop these qualities.

A9.5.3.5. Knowledge of desk-top publishing capabilities to enhance the presentation of data.

A9.5.3.6. Progressively responsible accounting experience which has provided knowledge of the interrelationship of accounts and the effects of debit and credit transactions on the overall system of general ledgers, and an understanding of the relationship between the general ledgers and subsidiary accounts in an accounting structure requiring a number of assets and liability control accounts and extensive subdivision of accounts. Knowledge of Agency accounting practices and procedures.

A9.5.3.7. Responsible experience which has demonstrated the ability to manage business activities. May have been gained in an operating, administrative or managerial position which included responsibility for various phases of operations, such as equipment and supply accountability, financial management, or planning organizational or club activities. The experience must have provided knowledge of accounting and financial planning principles and procedures.

A9.5.3.8. In a bowling center: Experience in a bowling facility which provided basic knowledge of bowling programs, procedures, and rules, and which provided an in-depth knowledge of the operations of at least one of the functions of a bowling facility.

A9.5.3.9. In a catering activity: Experience which has demonstrated the ability to plan and organize social functions for groups of people. Examples of such experience are: employees who have scheduled special events and arranged for catering; having responsibility for supervising or overseeing the food preparation or facility layout for group social functions; organizing activities which required coordination of numerous tasks involving cooperation from several sources of services or personnel. In addition, may require experience that provided knowledge of formal protocol for high-ranking dignitaries.

A9.5.3.10. As a chef, performs progressively responsible experience in quantity cooking; oversees preparation of a variety of food items; plans menus, and ensures quality control of food preparation; ensures cost control, and inventory and storage procedures for food supplies and equipment; procures food supplies and equipment. Knowledge of dietetics, planning culinary activities, and portion control is also a requirement.

A9.5.3.11. In a golf course:

A9.5.3.11.1. Experience in a golf facility which has provided basic knowledge of golf programs, procedures, and rules, and which provided an in-depth knowledge of the operations of at least one of the functions of a golf facility (e.g., tournament planning and scheduling, equipment rental, pro shop operations or food service operations). Knowledge of golf course

grounds maintenance requirements and procedures is desirable. A PGA Class A certificate fully substitutes for the experience.

A9.5.3.11.2. Progressively responsible experience in golf course maintenance which has provided a technical knowledge of turf propagation, cultivation, course equipment and mechanics, irrigation and drainage systems and controls, horticulture, and insect/pest control and various turf diseases and remedies. Requires a knowledge of personnel management principles and policies sufficient to supervise and direct a staff of grounds maintenance employees. Must have knowledge of golf course construction and golfing techniques. Possession of a Class A rating from the Golf Course Superintendent's Association of America is highly desirable. Must be able to communicate effectively both orally and in writing. Knowledge of grass seeds, fertilizer, herbicides, pesticides, algicides, soil and sand mixtures.

A9.5.3.12. In a club:

A9.5.3.12.1. Responsible experience which has demonstrated the ability to manage business activities. Examples of such experience would be work which involved: planning activities; establishing administrative procedures and policies; funds accountability; responsibility for budgeting; overall responsibility for an operation which involved requisition, sale and inventory of equipment or supplies; responsibility for uniform accounting and supply procedures; management of an activity similar to the one in which the position is located; planning for and marketing products.

A9.5.3.12.2. Responsible experience related to the management aspects of food, beverage, or hospitality services. Experience must have included planning, organizing, and taking responsibility for services provided. Such experience may have been acquired as a manager or supervisor of a function in a full-service food establishment or hotel/motel, or as a manager of a fast food or limited service food/beverage facility.

A9.5.3.12.3. As a night manager, progressively responsible experience which has provided a good working knowledge of club operations programs, procedures and rules. Familiarity with cash handling practices and sales operations, ability to provide work direction to other club employees.

A9.5.3.13. In a human resources office: Progressively responsible experience in clerical or office work which has provided a thorough knowledge of administrative principles and practices. Experience must have been sufficiently demanding to demonstrate ability to perform at this grade level. In addition, progressively responsible experience which required the applicant to acquire and apply a thorough and comprehensive knowledge of the rules, regulations, procedures, and program requirements of NAF personnel administration.

A9.5.3.14. In a recreation program:

A9.5.3.14.1. Experience which has provided a general familiarity with the routines and procedures followed in group activities or programs. In addition, responsible experience in a recreation program activity which has involved recreation work in the area of specialty for which the applicant is considered. Must have demonstrated the ability to perform satisfactorily at the grade level of the position.

A9.5.3.14.2. Experience which has demonstrated a good knowledge of the physical and psychological factors in individual and team sports, and the nature, purpose, and organization of recreational or competitive individual and team sports. In addition, experience which has shown ability to plan, supervise, administer or carry out a sports program; ability to guide and teach participants the skills and techniques for participation in various sports.

A9.5.3.15. Experience in administrative or clerical work which demonstrates possession of the knowledge, skills, and abilities required to perform the duties of the position successfully. Experience must demonstrate the ability to organize effectively the flow of clerical processes in an office; ability to organize and design a filing system; ability to make arrangements for such things as travel, conferences, and meetings; ability to locate and assemble information for various reports, briefings, and conferences; and ability to compose nontechnical correspondence.

A9.5.3.16. Progressively responsible experience which has provided the knowledge, skills and ability needed to independently operate a computer system or peripheral device used in support of a computer operation. Must include ability to test systems and correct program failures.

A9.5.3.17. Experience which has provided the basic skills and knowledge needed to demonstrate the ability to comprehend computer processing.

A9.5.3.18. Experience accomplishing specific tasks in changing computer programs according to specific guidance from higher grade personnel. Knowledge of basic procedures and programming standards and the ability to comprehend and apply detailed computer program specifications.

A9.5.3.19. Familiarity with NAF purchasing procedures, knowledge of sources, transportation methods, payment procedures, ability to provide advice to requiring activities, ability to follow-up on delinquent orders, ability to understand specifications. May require a working knowledge of price analysis techniques and/or negotiation techniques.

A9.5.3.20. In a RRRP program: Experience which has provided a knowledge of RRRP as it relates to the identification of recyclable materials, collection and disposition procedures; may require knowledge of marketing and merchandising techniques.

A9.5.3.21. Progressively responsible administrative, professional, technical, managerial or related support work experience that has provided a general knowledge of housing utilization, including a familiarity with eligibility, occupancy and termination activities; knowledge of supplies/equipment needed to maintain facility; maintains and analyzes financial records and building maintenance operations. May be required to organize, direct and coordinate the work effort of a subordinate staff.

A9.5.3.22. Knowledge of training methods, preparation of training/briefing materials and development of employee training plans. Experience in the use of training aids equipment is desirable, as well as the knowledge and ability to operate a microcomputer to collect and maintain training aids, facility inventories and related data for analysis. An understanding of Services programs as relates to training is also desirable.

A9.5.3.23. Skill in use of various drawing instruments, illustrating techniques, graphic arts equipment; knowledge of methods and procedures of printing processes and equipment. Experience which has required artistic ability; and demonstrated the ability to draw, ink, letter, color, or shade.

A9.5.3.24. Progressively responsible experience in supply work which has required acquisition and application of knowledge of the rules, regulations, procedures and program requirements of one or more areas of a supply system.

A9.5.3.25. Responsible administrative, professional or technical work which has provided a good knowledge of marketing and marketing techniques. A good working knowledge of Services programs, practices and procedures is highly desired.

A9.5.3.26. Proficiency in stenography skills.

A9.5.3.27. Proficiency in typing skills.

A9.6. Pay Band NF-IV:

A9.6.1. General Duties:

A9.6.1.1. Manages a large aero club in terms of number of aircraft, monthly flying hours, number of piloting members and number of students.

A9.6.1.2. Manages a large bowling center in terms of number of lanes, number of employees, and number of lines bowled per lane.

A9.6.1.3. As a chef in a large club kitchen, instructs cooks on proper techniques and methods of cooking and preparing a variety of food items. Initiates the preparation of new and unusual foods and sauces. Directs and oversees the setting and placement of entrees for buffets and special parties. Plans all menus for regular meals and parties. Checks food during and after preparation for conformance with high standard of quality. Coordinates baking, meat preparation, and cooking operations. Maintains accounting of sales and costs. Supervises all kitchen staff. Standardizes recipes, analyzes cooking techniques, and estimates and orders food supplies.

A9.6.1.4. Performs as manager or assistant manager of a large to very large golf course in terms of number of holes, number of employees, average number of rounds per day, and acreage of the course.

A9.6.1.5. Performs as manager or assistant manager in a small to medium sized club/complex operation.

A9.6.1.6. In a human resources office: Plans, directs and manages the operations of the NAF Human Resources Office (HRO). Full technical authority has been delegated for NAF program management for all specialized areas within NAF to include recruitment, staffing, employee management relations, employee development and training, EEO, position management and classification, employee pay, compensation and benefits. Serves as NAF technical expert and provides advisory service to management.

A9.6.1.7. Manages the maintenance of a large to very large golf course in terms of number of holes, number of employees, average number of rounds per day, and acreage of the course.

A9.6.1.8. Plans or directs sports programs; evaluates program effectiveness; conducts clinics or seminars to train coaches, officials or others; trains and develops athletes in individual or team sports; plans or directs tournaments or competitions from the intramural to the international levels.

A9.6.1.9. Plans, organizes, advises on, assesses, and administers recreation programs designed to stimulate and sustain the interest of participants, and to contribute to their physical, creative, and social development and well-being.

A9.6.1.10. Performs work as a computer systems analyst, programmer, programmer analyst, systems programmer, equipment analyst or specialist concerned with:

A9.6.1.10.1. Analysis of problems or processes and design of computerized systems; performs studies of proposed applications; develops programming specifications;

A9.6.1.10.2. Translation of system designs into the plans of instruction and logic by which computers can produce the desired response;

A9.6.1.10.3. Maintenance and modification of systems software;

A9.6.1.10.4. Selection or utilization of computer equipment.

A9.6.1.11. As an accountant, manages, supervises, or performs accounting work involved in the design, development, test and evaluation of accounting systems and procedures; prepares, examines and analyzes accounting data and reports; and provides accounting advice and assistance pertaining to NAF financial functions.

A9.6.1.12. As a budget analyst, manages, supervises or performs work in any phase of budget administration, such as: formulating budget estimates to support plans, programs and activities; review, control and report of obligations and expenditures; and development and interpretation of budgetary policies and practices.

A9.6.1.13. Plans, directs, and manages all phases of the operation of a restaurant to include: providing food and beverage service, kitchen operations, dining room operations, and catering services.

A9.6.1.14. Develops marketing plans, policies, programs and strategies to enhance management operations to Services programs. Develops and implements marketing plans and promotional campaigns for Services activities.

A9.6.1.15. In a contracting capacity: Manages, supervises or performs work involved with the negotiation, award, administration and termination of contracts, and in the purchase of supplies, services, construction or research and development using the formal advertising or negotiation method; the evaluation of contract/price/cost proposals; and in the development of policies and procedures.

A9.6.1.16. Serves as a subject matter expert in a highly specialized area. Interprets regulations, develops local compliance procedures, and addresses related problem situations. Represents area of expertise to the NAFI and general public.

A9.6.1.17. Manages activity or program area to include: plans, organizes and directs program activities, ensures program budget compliance, performs the full range of supervision of subordinate employees, evaluates program effectiveness, represents program to customers, and coordinates support services.

A9.6.1.18. As a business activities manager at a small to medium installation, provides overall operational guidance for programs, personnel and facilities associated with Services business activities branch. Plans, organizes, directs, controls and evaluates long and short range procedures and programs to support the business activities branch.

A9.6.2. Supervision Provided. For positions in this band supervision is general in nature. Most positions within this band are considered the subject matter expert requiring minimal guidance or instruction from the supervisor. The incumbent plans and carries out assignments to completion on a timely basis. Work normally is evaluated in terms of the overall results attained.

A9.6.3. Qualification Requirements. Positions within pay band NFIV require either training, education, or specific skills or experience. Specific experience is work experience, directly related to the duties required of the position, which demonstrates the knowledge, skills and abilities essential to successfully perform the duties identified. Those training requirements, which are to be completed after appointment and which are a condition of employment, are included in the position guide. Qualifications may include, but are not limited to:

A9.6.3.1. Responsible experience which has demonstrated the ability to manage business activities. May have been gained in an operating, administrative or managerial position which included responsibility for various phases of operations, such as equipment and supply accountability, financial management, or planning organizational or club activities. The experience must have provided knowledge of accounting and financial planning principles and procedures.

A9.6.3.2. In an aero club: Managerial experience in the field of aviation, and experience which provided a good working knowledge of FAA rules and regulations, plus a basic knowledge of standard aviation maintenance requirements.

A9.6.3.3. In a bowling center:

A9.6.3.3.1. Three years of progressively responsible administrative, professional, technical or other work which has provided a general knowledge of management principles and practices, or progressively responsible experience in one or more of the functions managed by a bowling center manager.

A9.6.3.3.2. In addition, applicant must have 2 1/2 years specialized experience. This experience may have been gained in the operation or management of a civilian or military bowling center. The experience must include responsibility or supervision over various phases of a bowling center operation.

A9.6.3.4. Progressively responsible experience in a commercial, industrial, institutional or government food facility which has provided extensive knowledge in quantity cooking; overseeing preparation of a variety of food items; planning menus; quality control of food preparation; cost control; and inventory, storage and procurement of food supplies and equipment. Knowledge of dietetics, planning culinary activities and portion control is also required.

A9.6.3.5. In a golf course:

A9.6.3.5.1. Three years of progressively responsible administrative, professional, technical or other work which has provided a general knowledge of management principles and practices, or progressively responsible experience in one or more of the functions managed by a golf course manager.

A9.6.3.5.2. In addition, applicant must have 2 1/2 years specialized experience. This experience may have been gained in the operation or management of a civilian or military golf course. The experience must include responsibility or supervision over the various phases of a golf course operation.

A9.6.3.5.3. Progressively responsible experience in golf course maintenance which has provided a technical knowledge of turf propagation, cultivation, course equipment and mechanics, irrigation and drainage systems and controls, horticulture, and insect/pest control and various turf diseases and remedies. Requires a knowledge of personnel management principles and policies sufficient to supervise and direct a staff of grounds maintenance employees. Must have knowledge of golf course construction and golfing techniques. Possession of a Class A rating from the Golf Course Superintendent's Association of America is highly desirable. Must be able to
communicate effectively both orally and in writing. Knowledge of grass seeds, fertilizer, herbicides, pesticides, aligcides, soil and sand mixtures.

A9.6.3.6. As a manager in a small to medium sized club facility:

A9.6.3.6.1. Three years of progressively responsible administrative, professional, technical or other work which has provided a general knowledge of management principles and practices, or progressively responsible experience in one or more of the functions managed by a club manager.

A9.6.3.6.2. In addition, applicant must have 2 1/2 years specialized experience. This experience may have been gained in the operation or management of a civilian or military club (city or country). The experience must include responsibility or supervision over the various phases of club management operations.

A9.6.3.7. As an assistant manager in a medium to very large- sized club/complex operation:

A9.6.3.7.1. Three years of progressively responsible administrative, professional, technical or other work which has provided a general knowledge of management principles and practices, or progressively responsible experience in one or more of the functions managed by a club manager.

A9.6.3.7.2. In addition, applicant must have 2 1/2 years of specialized experience. This experience may have been gained in the operation or management of a civilian or military club (city or country). The experience must include responsibility or supervision over at least one phase of club management operations.

A9.6.3.8. In a human resources office: A good general understanding of the systems, methods, and administrative machinery for accomplishing the work of an organization; the ability to analyze problems and apply sound judgment in assessing the practical implications of alternative solutions; the ability to communicate with others effectively, both orally and in writing. Progressively responsible experience in substantive NAF personnel management and administration and must be thoroughly familiar with the full range of NAF personnel policies and procedures.

A9.6.3.9. In a sports program:

A9.6.3.9.1. Thorough knowledge of the physical and psychological factors of individual and team sports, and the nature, purpose, and organization of recreational or competitive individual and team sports activities.

A9.6.3.9.2. Progressively responsible experience which has provided the ability to plan, supervise, administer, or carry out a sports program that includes a variety of individual and team sports. The ability to guide participants in developing the skills needed for participation in sports activities and to teach the techniques of various sports is also required.

A9.6.3.10. In a recreation program:

A9.6.3.10.1. Thorough general knowledge of the goals, principles, methods, and techniques of the broad field of recreation, and a thorough understanding of the recreation and leisure interests and motivations of individuals and groups.

A9.6.3.10.2. Progressively responsible experience in a recreation program activity which has involved recreation work in the area of specialty for which considered.

A9.6.3.11. In a computer environment:

A9.6.3.11.1. Proficiency in the use of one or more higher level programming languages; skill in development and implementation of specifications for application programs.

A9.6.3.11.2. Proficiency in the use of one or more assembly level programming languages; knowledge of general techniques for analysis of system software requirements; skill in development and implementation of specifications for systems software programs.

A9.6.3.11.3. Knowledge of techniques for analysis of computer equipment requirements; knowledge of techniques for evaluation of computer equipment and skill in development of specifications for procurement of computer equipment.

A9.6.3.12. Professional knowledge of accounting and ability to apply accounting knowledge to include:

A9.6.3.12.1. Thorough knowledge of the concepts, theories, principles and practices of general and cost accounting; auditing, taxation, budgeting and analysis of financial statements; understanding of legal principles that govern financial transactions and relationships.

A9.6.3.12.2. Ability to apply fundamental and diversified professional accounting concepts, theories and practices to achieve financial management objectives; ability to organize, analyze, interpret and evaluate financial data in the solution of management and accounting problems.

A9.6.3.13. Responsible experience in developing or administering a budgetary program. Knowledge of budgeting standards, theory, principles and requirements; skill in planning and developing budgets; skill in reviewing and making recommendations on proposed budget items; and the ability to interpret management, financial and budgetary data.

A9.6.3.14. In a restaurant:

A9.6.3.14.1. Progressively responsible experience which has provided a general knowledge of management principles and practices applicable to food operation activities.

A9.6.3.14.2. Experience in the management or operation of a commercial, industrial, institutional or government food facility.

A9.6.3.15. Progressively responsible administrative, professional or technical work which has provided a thorough knowledge of marketing, marketing techniques and research analysis. A diverse knowledge of Services programs, practices and procedures is required.

A9.6.3.16. Applicant must have progressively responsible experience in purchasing commodities and services which has included cost analysis, and the development of contract requirements. This experience must have provided a knowledge of legal and administrative contracting requirements, the ability to interpret specifications and formulate descriptive data, and skill in negotiating with suppliers and transportation agencies.

A9.6.3.17. In a business activity:

A9.6.3.17.1. Three years of progressively responsible administrative, professional, technical or other work which has provided a general knowledge of management principles and practices.

A9.6.3.17.2. In addition, applicant must have 2 1/2 years specialized experience such as: Experience in the operation and management of Services activities; extensive training and/or experience in all phases of business resale and funds management; skill in gathering, interpreting, and evaluating data; knowledge of retail sales, purchasing, inventory control, marketing/ advertising, facility layout and design.

A9.7. Pay Band NF-V. Positions in pay band NF-V are typically managerial and supervisory positions. Staff specialist positions at a MAJCOM-or Air Staff-level may be included in pay band V.

A9.7.1. General Duties:

A9.7.1.1. At a MAJCOM-level, directs a major program area.

A9.7.1.2. At an Air Staff-level, plans, organizes and conducts a comprehensive program integrating a variety of resources.

A9.7.1.3. At a MAJCOM-or Air Staff-level:

A9.7.1.3.1. Serves as a consultant, provides guidance, assistance and advice to field activities. Coordinates mission activities with representatives of several NAFIs, other MAJCOMs, Air Staff functions, and other military departments.

A9.7.1.3.2. Directs the management of subordinate activities. Examines and makes recommendations concerning expansion, relocation or discontinuation of subordinate activities. Gathers, correlates, analyzes, determines and recommends management action to resolve problems or improve the efficiency of operations.

A9.7.1.4. At a MAJCOM-or Air Staff-level, develops policies, procedures and regulations. Develops instructions, directives and procedures applicable to a specialized program area.

A9.7.1.5. Develops and participates in training programs and workshops for management officials, and field operating specialists.

A9.7.1.6. Consults with top installation, MAJCOM and Air Staff management to evaluate program effectiveness and improve operations.

A9.7.1.7. Manages a large to very large sized club/complex operation.

A9.7.1.8. As a business activities manager at a large installation, provides overall operational guidance for programs, personnel and facilities associated with the Services Business Activities Branch. Plans, organizes, directs, controls and evaluates long and short range procedures and programs to support the business activities branch.

A9.7.2. Supervision Provided. Supervision is general in nature. As these positions are the subject matter expert and recognized authorities, technical guidance in the area of expertise is not normally required. Results of work and recommendations are normally accepted without significant changes and are considered as technically authoritative. Review of work concerns matters such as fulfillment of objectives or effect of advice on the overall program/projects.

A9.7.3. Qualification Requirements. Positions within pay band NF-V require either training, education or specific skills or expertise. Specific experience is work experience, directly related to the duties required of the position, which demonstrates the knowledge, skills and abilities essential to successfully perform the duties identified. Training requirements, to be completed after appointment, which are a condition of employment, are included in the position guide. Qualifications may include, but are not limited to:

A9.7.3.1. In a club:

A9.7.3.1.1. Three years of progressively responsible administrative, professional, technical or other work which has provided a general knowledge of management principles and practices, or progressively responsible experience in one or more of the functions managed by a club manager.

A9.7.3.1.2. In addition, applicant must have 3 years specialized experience. This experience may have been gained in the operation or management of a civilian or military club (city or country). The experience must include responsibility or supervision over the various phases of club management operations.

A9.7.3.2. In a business activity:

A9.7.3.2.1. Three years of progressively responsible administrative, professional, technical or other work which has provided a general knowledge of management principles and practices.

A9.7.3.2.2. In addition, applicant must have 3 years specialized experience. Examples of such experience are: Experience in the operation and management of Services activities; extensive training and/or experience in all phases of business resale and funds management; skill in gathering, interpreting, and evaluating data; knowledge of retail sales, purchasing, inventory control, marketing/advertising, facility layout and design.

A9.8. Pay Band NF-VI. Positions in pay band NF-VI are executive positions, with extensive mission accomplishment responsibilities in directing the entire NAF component, or a major subdivision thereof.

Section C--Job Grading Methods For Mixed Jobs

A9.9. A mixed job involves performance of duties in two or more occupations at the same or different grade levels on a regular and recurring basis. A mixed job is graded in keeping with the duties that involve the highest skill and qualification requirements of the job.

A9.10. If a job involves regular and recurring duties in the same pay band in two or more occupational areas, the job is classified in the series reflecting the paramount qualification requirement.

A9.11. In considering the variety of work performed as a classification factor in the grading of a mixed job, the principle consideration is the extent to which the additional kinds of work performed increases the position's overall level of complexity. In determining whether a job involving two or more occupational areas of the same pay band warrants an extra pay band, the following guidance is considered:

A9.11.1. Many kinds of work, although in different series or even in different occupational groups, are based on similar bodies of knowledge, require similar academic backgrounds, and utilize skills that are readily transferable from one kind of work to another. When such similarities exist, variety would not have pay band level significance.

A9.11.2. Conditions do exist, however, when the variety of work can affect the final pay band of a position. The decision to classify a mixed job to the next higher pay band level is based upon a sound classification decision that the variety of skills and knowledge required contribute to an overall level of complexity that is greater than the position's job parts individually. The duties of such positions are more difficult to perform because of the wide range of significantly different duties to be performed. In evaluating variety as a classification factor, consideration is given to the extent that the additional kinds of work enhance the position by requiring extra qualifications. A second consideration is the relative pay band value of the types of work involved. The addition of an entirely different but much less difficult type of work does not enhance materially the pay band level of a position.

A9.12. Duties performed only in the absence of another employee due to annual or sick leave to meet emergency workloads, or for training purposes are not considered as regular and recurring duties when grading mixed jobs.

Section D--Job Grading Methods For Leader and Supervisory Positions

A9.13. Range of Responsibility for Leader Positions.

A9.13.1. Usually performs the same kind of work as that of the group he or she leads.

A9.13.2. Passes on to other workers the instructions received from the supervisor and gets the work started.

A9.13.3. Works along with other employees and sets the pace.

A9.13.4. Demonstrates proper work methods.

A9.13.5. Ensures that needed material is available or is obtained.

A9.13.6. Obtains needed information or decisions from supervisors on problems that occur.

A9.13.7. Maintains a current knowledge of and answers questions on procedures, policies, written instructions, and other directives.

A9.13.8. Ensures that there is enough work to keep everyone in the work crew busy.

A9.13.9. Checks work while in progress and, when finished; ensures that the supervisor's instructions on work sequence, procedures, methods, and deadlines have been met.

A9.13.10. Urges or advises other employees to follow instructions received from supervisor and to meet deadlines.

A9.13.11. Ensures that safety and housekeeping rules are followed.

A9.13.12. Reports the status and progress of work and causes of delays.

A9.13.13. Answers supervisor's questions on overall work operations and problems.

A9.14. Range of Responsibility for Supervisory Positions.

A9.14.1. Supervisors are accountable to management for the quantity and quality of the work done and for ensuring efficient and economical work operations.

A9.14.2. Assigns, directs, and reviews the work of subordinates and evaluates their work performance.

A9.14.3. Approves or disapproves sick leave, annual leave, or other absences from work.

A9.14.4. Plans, schedules, and coordinates work operations.

A9.14.5. Solves problems related to work being supervised.

A9.14.6. Determines material, equipment, and facilities needed.

A9.14.7. Explains and gains the support of subordinates for management policy and goals.

A9.14.8. Works to achieve the objectives of DoD component-wide programs and policies, such as labor-management relations and equal employment opportunity.

A9.14.9. Deals effectively with employees and union representatives on employee suggestions, complaints, grievances, and other matters.

A9.14.10. Hires, promotes, motivates, disciplines, and separates employees.

A9.15. Applying Leader and Supervisory Standards.

A9.15.1. Positions in pay band NF-I are normally neither leader nor supervisory in nature. Situations may exist whereby classifying an NF-I position as a leader is proper. A position should be classified based on normal routine duties of the position, after which the range of responsibilities of leader positions in paragraph A9.13 are applied to determine whether the regular and recurring duties of the position fall within the range of leader responsibility. Adding leader to the official position title may be required. See paragraph A9.15.4.

A9.15.2. Positions in pay band NF-II may be either leader or supervisory in nature. If the responsibilities for leaders and supervisors in paragraphs A9.13 and A9.14 fall within the regular and recurring duties of the position, adding leader or supervisor to the official position title may be required. See paragraphs A9.15.4 and A9.15.5.

A9.15.3. Positions in pay bands III - VI are often supervisory in nature. However, it is entirely possible to have a nonsupervisory and supervisory position in the same occupational series and pay band. See paragraphs A9.15.4-A9.15.6.

A9.15.4. If the position has leader responsibilities over three or more (full-time equivalent) employees, the position is identified by adding either the prefix "Lead" or the suffix "Leader" to the position title.

A9.15.5. Similarly, if the position has supervisory responsibilities over three or more (full-time equivalent) employees, the position is identified by adding either the prefix "Supervisory" or the suffix "Supervisor" to the position title.

A9.15.6. The words "Manager" and "Officer", when officially assigned as part of a position title, also denote supervisory responsibilities; therefore, in those cases, no supervisory prefix or suffix is required.

Table A9.1. Comparison of Duties and Responsibilities for Nonsupervisory, Leader and Supervisory Positions.

The following table assists users in determining the differences between leader and supervisory positions. Note that nonsupervisory employees periodically may perform leader or supervisory type duties and responsibilities during emergencies or for other short term periods. However, the intent of this standard is to allow allocation to the leader level for positions that contain leader duties and responsibilities as a continuing requirement.

EMPLOYEE	LEADER	SUPERVISOR
Full performance of work for which qualified.	Relays instructions from supervisor.	Plans and schedules work.
Provides day-to-day advice and guidance to lower pay band and less experienced employees.	Gets the work started.	Determines performance standards and evaluates the performance of employee.
	Sets the work pace.	
Works as senior project or team leader on temporary assignments at higher pay band.	Demonstrates work methods and provides work-related guidance.	Effects hiring, promoting, motivating, disciplining, and separating employees.
	Ensures that worksite materials and tools are available.	Counsels and coaches employees.
Works at level above full performance based on personal expertise.	Checks with supervisor on problems.	Supports equal employment opportunity (EEO) program.
	Checks work and meets productivity goals.	
	Ensures employees follow security, safety, and housekeeping rules.	Approves leave.
	Conducts on-the-job training and instructions.	Meets with employee representatives.
Assumes leader or supervisory duties on an emergency or intermittent short-term basis.	Performs supervisory duties in an emergency or other short-term and nonrecurring basis.	

Section E--List of Commonly Used and Authorized NAF Position Titles and Occupational Series

NAF PAY BAND	POSITION TITLE	SERIES
I	Identification Checker	0085
	Security Guard	0085
	Recreation Aid	0189
	Recreation Aid (Lifeguard)	0189
	Personnel Clerk	0203
	Courier	0302
	Clerk	0303
	Desk Clerk	0303
	Operations Clerk	0303
	Receptionist	0304
	File Clerk	0305
	Mail Clerk	0305
	Clerk Stenographer	0312
	Clerk Typist	0322
	Office Automation Clerk	0326
	Computer Clerk	0335
	Data Transcriber	0356
	Telephone Operator	0382
	Accounting Clerk	0525
	Cashier	0530
	Payroll Clerk	0544
	Club Operations Assistant	1101
	Procurement Clerk	1106
	Library Aid	1411
	Supply Clerk	2005
	Cashier-Checker	2091
	Sales Clerk	2091

NAF PAY BAND	POSITION TITLE	SERIES
II	Recreation Assistant	0189
	Recreation Assistant (Water Safety Instructor)	0189
	Personnel Clerk	0203
	Administrative Clerk	0303
	Operations Clerk	0303
	Clerk Stenographer	0312
	Secretary	0318
	Clerk Typist	0322
	Office Automation Clerk	0326
	Computer Operator	0332
	Computer Clerk	0335
	Management Assistant	0344
	Data Transcriber	0356
	Cashier	0530
	Accounting Technician	0525
	Payroll Clerk	0544
	Golf Course Assistant	1101
	Purchasing Agent	1105

NF PAY BAND	POSITION TITLE	SERIES
II		
	Procurement Clerk	1106
	Library Technician	1411
	Supply Clerk	2005
	Customer Service Clerk	2091
	Department Supervisor	2091
	Retail Annex Operator	2091
	Sales Clerk	2091
	Travel Clerk	2132

NF PAY BAND	POSITION TITLE	SERIES
III	Sports Specialist	0030
	Recreation Specialist	0188
	Recreation Assistant	0189
	Personnel Assistant	0203
	Secretary	0318
	Office Automation Assistant	0326
	Computer Operator	0332
	Computer Specialist	0334
	Accounting Technician	0525
	Payroll Technician	0544
	Budget Assistant	0561
	Illustrator	1020
	Theater Specialist	1054
	Club Operations Assistant	1101
	Aero Club Manager	1101
	Assistant Aero Club Manager	1101
	Golf Course Manager	1101
	Assistant Golf Course Manager	1101
	Bowling Center Manager	1101
	Assistant Bowling Center Manager	1101
	Business Manager	1101
	Caterer	1101
	Club Manager	1101
	Assistant Club Manager	1101
	Complex Manager	1101
	Assistant Complex Manager	1101
	Marketing and Advertising Specialist	1101
	Contract Specialist	1102
	Property Disposal Specialist	1104
	Purchasing Agent	1105
	Procurement Assistant	1106
	Housing Management Assistant	1173
	Golf Course Superintendent	1601
	Chef	1667
	Training Technician	1702
	Supply Technician	2005
	Department Supervisor	2091

NF PAY BAND	POSITION TITLE	SERIES
IV	Sports Specialist	0030
	Recreation Specialist	0188
	Human Resources Officer	0301
	Computer Programmer Analyst	0334
	Computer Specialist	0334
	Systems Accountant	0510
	Accountant	0510
	Budget Analyst	0560
	Aero Club Manager	1101
	Assistant Aero Club Manager	1101
	Bowling Center Manager	1101
	Assistant Bowling Center Manager	1101
	Restaurant Manager	1101
	Golf Course Manager	1101
	Assistant Golf Course Manager	1101
	Business Manager	1101
	Club Manager	1101
	Assistant Club Manager	1101
	Complex Manager	1101
	Assistant Complex Manager	1101
	Food and Beverage Director	1101
	Contract Specialist	1102
	Golf Course Superintendent	1601
	Chef	1667

NF PAY BAND	POSITION TITLE	SERIES
V	Policy and Program Manager	0301
	Program Review and Development Officer	0301
	Human Resources Officer	0301
	Program Manager	0340
	Program Analyst	0343
	Financial Services Officer	0501
	Finance Manager	0505
	Staff Accountant	0510
	Auditor	0511
	Business Manager	1101
	Club Manager	1101
	Complex Manager	1101
	Benefits Program Manager	1101

NF PAY BAND	POSITION TITLE	SERIES
VI	NONE	

INSTRUCTIONS FOR APPLYING EXEMPTIONS FOR THE FAIR LABOR STANDARDS ACT (FLSA)

Section A--Definitions of Executive, Administrative, and Professional Employees

A10.1. An employee is exempt from the overtime requirements of the FLSA if he or she is an "executive", "administrative", or "professional" employee, as those terms are defined by 5 C.F.R. Part 551. This attachment provides instructions for applying these exemptions.

A10.2. Guidelines are presented in three sections:

A10.2.1. Executive, administrative, and professional employees definitions (Section A).

A10.2.2. General guidance for applying executive, administrative, and professional exemption definitions (Section B).

A10.2.3. Guidance that concerns applying specific categories (Section C).

A10.3. These guidelines represent permanent standards. They cover both general principles for applying exemption standards and instructions for applying specific pay band and Federal Wage System (FWS) occupations and standards terms. Specific classification and job grading standards show the exempt or nonexempt position status that conforms to the work and level of responsibility described in the standard. The exempt or nonexempt status of a position rests on the actual duties of the position.

A10.4. Definitions. The principal exemption from the minimum wage and overtime provisions of the FLSA are applicable to executive, administrative, and professional employees. For purposes of applying the FLSA to the federal service, these categories of employees are defined as follows:

A10.4.1. Executive Employees. An executive employee is a supervisor, or manager who supervises at least three subordinate employees and who meets all of these criteria:

A10.4.1.1. The employee's primary duty consists of management or supervision.

A10.4.1.2. The workers supervised constitute a recognized organizational unit.

A10.4.1.3. The employee regularly exercises discretion and independent judgement, under only general supervision, in planning, directing, and controlling the work of the unit supervised.

A10.4.1.4. The employee performs significant personnel management duties.

A10.4.1.5. The employee's position is classified no lower than NF-III. The employee fully meets or exceeds the "Supervisory range of responsibility" defined in the job grading standard for wage supervisors (if under the FWS) or equivalent prevailing rate systems.

A10.4.1.6. Besides the primary duty criterion that applies to all employees, supervisors in the FWS, or the equivalent in other wage systems, and employees classified below NF-IV, must spend 75 percent or more of the worktime, in a scheduled workweek, on supervisory and closely related work.

A10.4.2. Administrative Employees. An administrative employee is an advisor, assistant, or representative of management, or a specialist in a management or general business function or supporting service whose position is according to standards in paragraphs A10.4.2.1 through A10.4.2.5.

A10.4.2.1. The employee's primary duty:

A10.4.2.1.1. Significantly affects formulating or executing management policies or programs;

A10.4.2.1.2. Involves general management, business functions, or supporting services of substantial importance to the organization serviced; or

A10.4.2.1.3. Involves taking substantial part in the executive or administrative functions of a management official.

A10.4.2.2. The employee performs office or other predominantly nonmanual work that is:

A10.4.2.2.1. Intellectual and varied in nature; or

A10.4.2.2.2. Of a specialized or technical nature that requires considerable special training, experience, and knowledge.

A10.4.2.3. The employee must frequently exercise discretion and independent judgment, under only general supervision, in performing the normal day-to-day work.

A10.4.2.4. The employee's position is classified no lower than NF-III.

A10.4.2.5. Besides the primary duty criterion that applies to all employees, NF employees below NF-IV must spend 75 percent or more of the worktime, in a scheduled workweek, on administrative functions and work that is an essential part of those functions.

A10.4.3. Professional Employees. The professional exemption duties include, but are broader than, those occupations identified as professional series under the GS. A professional employee's primary duty standards require the employee performs work that:

A10.4.3.1. Requires knowledge in a field of science or learning, customarily and characteristically acquired through education or training that meets the requirements for a bachelor or higher degree, with major study in or pertinent to the specialized field, as distinguished from general education; or performs work comparable to that performed by professional employees on the basis of specialized education or training and experience that has provided both theoretical and practical knowledge of the specialty, including knowledge or related disciplines and of new developments in the field; or

A10.4.3.2. Is in a recognized field of artistic endeavor that is original or creative in nature (as distinguished from work that can be produced by a person endowed with general manual or intellectual ability and training) and the result of which depends on the invention, imagination, or talent of the employee.

A10.4.3.3. The employee's work is predominantly intellectual and varied in nature, requiring creative, analytical, evaluative, or interpretive thought processes for satisfactory performance.

A10.4.3.4. The employee frequently exercises discretion and independent judgment, under only general supervision, in performing the normal day-to-day work.

A10.4.3.5. The employee's position is classified no lower than NF-III.

A10.4.3.6. Besides the primary duty criterion that applies to all employees, NF employees below NF-IV must spend 75 percent or more of the worktime, in a scheduled workweek, on professional functions and work that is an essential part of those functions.

Section B--General Guidance to Application of Executive, Administrative, and Professional Exemption Definitions

A10.5. Terms Explained. Many of those terms used in FLSA exemption criteria have acquired well-established interpretations that sometimes differ from the customary interpretation in the federal service. In applying these definitions, the below terms have the meanings described in this manual. These meanings do not carry over to other personnel management functions. FWS employees whose positions fully meet or exceed the "Supervisory range of responsibility," defined in the Job Grading Standard for Supervisors, meet the definition of the terms "primary duty," "recognized organizational unit," and "discretion and independent judgment." Supervisory employees in other pay systems also are evaluated, for exemption determination purposes, by using these supervisory classification standards.

A10.5.1. Primary Duty. As a general rule, the primary duty is that which constitutes the major part (over 50 percent) of the employee's work. However, a duty that constitutes less than 50 percent of the work is credited as the primary duty for exempt purposes, provided that duty:

A10.5.1.1. Constitutes a substantial, regular part of a position.

A10.5.1.2. Governs the classification and qualification requirements of the position.

A10.5.1.3. Is clearly exempt work in terms of the basic nature of the work, the frequency with which the employee must exercise discretion and independent judgment, and the significance of the decisions made. For example, employees who occupy supervisory positions at NF-IV and above need not spend a majority of their time performing supervisory and closely related duties to be determined exempt. The employee is exempted by virtue of exempt supervisory duties that control the classification of the position as supervisory. This example does not apply to employees who occupy supervisory positions below NF-IV, because the additional percentage of the time criterion that must be applied to all employees below NF-IV, would not be met.

A10.5.2. Recognized Organizational Unit. An established and defined organizational entity with regularly assigned employees. This requirement distinguishes supervisors who plan and complete a continuing workload from "leaders" who head temporary groups, formed to perform a special assignment of limited duration, or who direct the work of other employees assigned to a project, but do not exercise full supervision over such employees. Leaders of this nature do not qualify for exemption as executive employees.

A10.5.3. Significant Personnel Management Duties. This term is explained in supervisory classification standards for positions NF-IV and above.

A10.5.4. Seventy-Five Percent of the Employee's Worktime in a Representative Workweek

A10.5.4.1. This requirement is applied in terms of average percentages of time, over a period long enough to even out normal fluctuations in workloads, and be representative of the job as a whole. The length of time considered varies, depending on the nature of the work and the work situation, but should not exceed a year.

A10.5.4.2. The 25 percent tolerance for nonexempt work covers irregular or incidental tasks of an employee who does not regularly perform any nonsupervisory duties.

A10.5.4.3. If an employee spends more than 25 percent of the time on nonexempt work, the work must be evaluated according to paragraphs A10.5.5 or A10.5.6.

A10.5.5. Supervisory and Closely Related Functions. In applying the 75 percent criterion, if the nonsupervisory work performed is closely related to supervisory functions, it is included in the exempt work. If it is not closely related, it is counted against the 25 percent tolerance from nonexempt work. The basic test for identifying closely related work is whether or not the work contributes to the effective supervision of subordinate workers, or the smooth functioning of the unit supervised, or both. Examples of closely related work include:

A10.5.5.1. Maintaining various records that pertain to workload or employee performance.

A10.5.5.2. Performing setup work that:

A10.5.5.2.1. Requires special skills.

A10.5.5.2.2. Typically is not performed by production employees in the occupation.

A10.5.5.2.3. Does not approach the volume that would justify hiring a specially trained employee to perform.

A10.5.5.3. Performing infrequently recurring or onetime tasks that are not practical to delegate because they would disrupt normal operations or take longer to explain than to perform.

A10.5.6. Essential Part of Administrative or Professional Functions. In applying the 75 percent criterion to administrative and professional employees, there is a more stringent requirement that related work be an essential part of those administrative or professional functions to be included in the exempt work. Such work is most easily identified by examining those processes involved in performing the exempt function. For example, processes involved in evaluating information include collecting and organizing the information; the analyzing, evaluating, and developing conclusions; and frequently, preparing a record of findings and conclusions. Often, collecting or compiling of information and preparing reports or other records, if divorced from the evaluative function, are nonexempt tasks. When the employee who performs the evaluative functions also performs some or all of these related steps, all such work is included in the employee's exempt duties. However, if an employee performs routine work in collecting, compiling, or presenting data on which some other employee performs the evaluative process, the time spent on such tasks is counted against the 25 percent tolerance.

A10.5.7. Formulating or Executing Management Policies or Programs:

A10.5.7.1. Management policies and programs range from broad national goals that are expressed in statutes or executive orders to specific objectives of a small field office. Employees may actually make policy decisions, or take part indirectly, through developing proposals that are acted on by others. Employees who significantly affect the execution of management policies or programs are typically those whose work involves obtaining compliance with such policies by other individuals or organizations, within or outside the federal government, or making significant determinations in the furtherance of program operations and the accomplishment of program objectives.

A10.5.7.2. Administrative employees engaged in formulating or executing management policies or programs typically perform one or more phases of program management (for example, planning, developing, promoting, coordinating, controlling, or evaluating operating programs of the employing organization or of other organizations subject to regulation or other controls). Some of these employees are classified in occupations that reflect these functions (for example, program analyst), but many are classified in subject matter occupations.

A10.5.8. General Management, Business, or Supporting Services. This element brings into the administrative category a wide variety of specialists who provide general management, business, or other supporting services, as distinguished from production functions. Administrative employees in this category provide support to line managers by:

A10.5.8.1. Providing expert advice in specialized subject matter fields, such as management consultants or systems analysts;

A10.5.8.2. Assuming facets of the overall management function, such as safety, personnel, or budgeting and financial management;

A10.5.8.3. Representing management in such business functions as negotiating and administering contracts, determining acceptability of goods or services, or authorizing payments; or

A10.5.8.4. Providing supporting services, such as automated data processing, communications, or procurement and distribution of supplies. Neither the organizational location nor the number of employees performing identical or similar work changes general management, business, or servicing functions into production functions. However, to warrant exemption, each employee's work must involve substantial discretion on matters of enough importance that the employee's actions and decisions have a noticeable impact on the effectiveness of the organization advised, represented, or serviced.

A10.5.9. Taking Part in Management Official Functions

A10.5.9.1. This element includes those employees (variously identified as secretaries, administrative or executive assistants, aids, etc.) who take part in portions of those managerial or administrative functions of a supervisor whose scope of responsibility precludes personally attending to all aspects of the work. To support exemption, such assistants are delegated and exercise substantial authority to act for the supervisor, in the absence of specific instructions or procedures.

A10.5.9.2. Typically, these employees do not have technical knowledge of the substantive work under the supervisor's jurisdiction. Their primary knowledge is of administrative procedures; organizational relationships; and, more important, those policies, plans, interests, and views of the supervisor. They apply such knowledge, with substantial discretion, in performing varied duties, such as:

A10.5.9.2.1. Personally attending to or redirecting calls and visitors;

A10.5.9.2.2. Scheduling or rejecting invitations and requests for appointments;

A10.5.9.2.3. Representing or arranging for another staff member to represent the supervisor in meetings or conferences;

A10.5.9.2.4. Locating and assembling information, compiling reports, and responding to nontechnical inquiries;

A10.5.9.2.5. Composing varied correspondence, on own initiative and in response to incoming correspondence; or

A10.5.9.2.6. Similar actions that significantly affect the supervisor's effectiveness.

A10.5.10. Work of An Intellectual Nature. Work that requires general intellectual abilities (such as perceptiveness, analytical reasoning, and perspective and judgment applied to a variety of subject matter fields) or work that involves mental processes that involve substantial judgment based on considering, selecting, adapting, and applying principles to numerous variables. The employee cannot rely on the standardized application of established procedures or precedents. The individual must recognize and evaluate the effect of a continual variety of conditions or requirements in selecting, adapting, or innovating techniques and procedures, interpreting findings, and selecting and recommending the "best" alternative from among a broad range of possible actions.

A10.5.11. Work of a Specialized or Technical Nature. Work that requires substantial specialized knowledge of a complex subject matter and of those principles techniques, practices, and procedures associated with that subject matter field. This knowledge is characteristically acquired through considerable OJT and experience in the specialized subject matter field, as distinguished from professional knowledge characteristically acquired through specialized academic education.

A10.5.12. Discretion and Independent Judgement:

A10.5.12.1. The exercise of discretion and independent judgment involves:

A10.5.12.1.1. Comparing and evaluating possible course of conduct.

A10.5.12.1.2. Interpreting results or implications, and independently taking action or making a decision after considering various possibilities. However, firm commitments or final decisions are not necessary to support exemption. "Decisions" made as a result of exercising independent judgment may be recommendations for action rather than the actual taking of action. The fact that an employee's decisions are subject to review, and that on occasion these decisions are revised or reversed after review, does not mean that the employee is not exercising discretion and independent judgment of the level required for exemption.

A10.5.12.2. There are three elements involved in evaluating this factor:

A10.5.12.2.1. The work involves sufficient variables as to regularly require discretion and judgment in determining those approaches and techniques to be used, and in evaluating results***NOTE***: This precludes exempting employees who perform work that primarily requires skill and precludes applying standardized techniques or knowledge of established procedures, precedents, or other guidelines that specifically govern the employee's action.

A10.5.12.2.2. The employee has authority to make such determinations during the course of assignments***NOTE***: This precludes exempting trainees who are in a line of work that requires discretion, but who are not given authority to decide discretionary matters independently.

A10.5.12.2.3. Decisions made independently must be significant. Although this term is not so restrictive that it includes only those kinds of decisions made by employees who formulate policies or exercise broad commitment authority, it does not extend to those kinds of decisions that affect only the procedural details of the employee's own work, or to such matters as deciding whether a situation does or does not conform to clearly applicable criteria.

A10.6. General Considerations in Interpreting and Applying FLSA Exemption Criteria

A10.6.1. Numerous judicial precedents have firmly established principles that:

A10.6.1.1. FLSA exemptions must be narrowly construed and applied only to employees who are clearly within the terms of spirit of those exemptions.

A10.6.1.2. The burden of proof rests with the employer who asserts the exemption. Thus, if there is a reasonable doubt as to whether an employee meets criteria for exemption, the employee is ruled nonexempt.

A10.7. Combinations of Exemption Categories.

A10.7.1. Although separate criteria are provided for exempting executive, administrative, and professional employees, those categories are not mutually exclusive. All exempt work, regardless of category, is considered. The only restriction is that (when requirements of one category are more stringent) the combination of exempt work must meet these higher requirements.

A10.7.2. Failure to meet criteria for exemption under what might appear to be the most appropriate standard does not preclude exemption under another category. For example, an employee who fails to meet professional criteria may be performing exempt administrative work, or an employee who fails to meet administrative criteria may be performing exempt executive work.

A10.7.3. Although it is usually feasible and more convenient to identify the exemption category, this is not essential. An exemption may be based on a combination of functions, no one of which constitutes the primary duty, or the employee's primary duty may involve two categories that are intermingled and difficult to segregate. This does not preclude exempting the employee, provided the work, as a whole, clearly meets other exemption criteria.

Section C--Guidance Concerning Application To Specific Categories

A10.8. Applying Executive Criteria:

A10.8.1. Quick Tests.

A10.8.1.1. Nonsupervisory wage employees are nonexempt.

A10.8.1.2. NF and FWS work leaders are nonexempt.

A10.8.1.3. Wage supervisors whose positions do not fully meet or exceed the "Supervisory range of responsibility," as explained in factor I of the Job Grading Standard for Supervisors, are nonexempt.

A10.8.1.4. Supervisory employees whose positions are classified in NF-III, or the equivalent, and who perform nonsupervisory work that is not closely related to their supervisory functions for more than 25 percent of the time are nonexempt.

A10.8.1.5. Wage supervisors whose positions fully meet or exceed the "Supervisory range of responsibility," as explained in factor I of the Job Grading Standard for Supervisors, and who perform nonsupervisory work that is not closely related to their supervisory functions for more than 25 percent of the time are nonexempt.

A10.8.1.6. General supervisors and higher level wage supervisors are exempt.

A10.8.1.7. These NF-I and NF-II employees are nonexempt:

A10.8.1.7.1. Nonsupervisory employees.

A10.8.1.7.2. Leader employees.

A10.8.1.7.3. Supervisory employees classified below the NF-III level.

A10.8.1.7.4. Supervisory employees at the NF-III level who perform work not directly related to their supervisory functions more than 25 percent of their time.

A10.8.1.8. Supervisory employees at the NF-III level who are exempt:

A10.8.1.8.1. Perform supervisory and related duties 75 percent or more of their time.

A10.8.1.8.2. Assume responsibility for planning and accomplishing a continuing workload that meets the intent of the recognized organizational unit requirements.

A10.8.1.8.3. Regularly exercise discretion and independent judgement in planning, directing, and controlling the work.

A10.8.1.8.4. Are responsible for significant personnel management duties.

A10.8.2. Use of Job Grading Standard for Supervisors. With the exception of the time criterion percentage, where applicable, requirements for distinguishing true supervisors from work leaders, shown in those standards, parallel the executive exemption criteria. The supervisory duties are of the nature and level that fully meet or exceed the "Supervisory range of responsibility," as defined in the Job Grading Standard for Supervisors, if such duties:

A10.8.2.1. Constitute the primary duty for exemption purposes, even if they represent less than the majority of the work.

A10.8.2.2. Involve responsibility for planning and completing a continuing workload that meets the intent of the recognized organizational unit requirement.

A10.8.2.3. Demonstrate sufficient discretion and independent judgment in planning, directing, and controlling the work.

A10.8.2.4. Include significant personnel management duties. These standards provide the most suitable guidelines for making an executive exemption determination for NF and FWS supervisors and are used in applying the executive exemption to employees in other pay systems.

A10.8.3. Percentage of Time Criterion. The time criterion percentage is the essential test for determining the exemption status of NF supervisors who occupy positions classified below NF-IV and FWS supervisors whose positions fully meet or exceed the "Supervisory range of responsibility" in the Job Grading Standard for Supervisors. These supervisors are exempt if they spend 75 percent or more of the worktime, in a scheduled workweek, on work that is supervisory and closely related. Supervisors whose positions are classified at NF-IV and above and as general supervisor are exempt.

A10.9. Applying Administrative Criteria.

A10.9.1. Quick Tests:

A10.9.1.1. All employees whose positions are classified below NF-III or the equivalent, are nonexempt.

A10.9.1.2. Nonsupervisory FWS employees and comparable employees in other wage systems are nonexempt.

A10.9.2. Exemption Determinations for Other Administrative Employees:

A10.9.2.1. Within the broad administrative category, but not necessarily exempt, are a large number of employees who apply specialized knowledge and skills in such functions as:

A10.9.2.1.1. Determining the acceptability of goods or services;

A10.9.2.1.2. Approving or rejecting applications for various benefits or claims against the government;

A10.9.2.1.3. Examining persons, property, or records for compliance with laws or regulations or for assessment of taxes; or

A10.9.2.1.4. Similar functions in which employees act as representative of management, often with substantial commitment authority.

A10.9.2.2. Work is nonexempt if it is relatively standardized or can be structured so that most employees encounter recurrent kinds of situations that are covered by established guidelines. The work may require knowledge of a very extensive body of regulations, procedures, or precedent decisions that apply to a large number of different situations. However, the existence of established guidelines, if they specifically apply to the situation encountered (as distinguished from generalized guidelines that must be interpreted or extended), precludes the discretion and judgment characteristic of exempt work. Similarly, there is no true discretion, as that term is used in the exemption criteria, if the work primarily involves:

A10.9.2.2.1. Skill in applying established techniques and specific standards (as in most inspection work);

A10.9.2.2.2. Determining that factual evidence does or does not conform to specified conditions that govern actions taken (as in routine claims examining or processing applications); or

A10.9.2.2.3. Decisions that are a necessary result of a prescribed or directed action (as in preparing computer program instructions when the exact information and the exact form in which it is to be presented are prescribed by others).

A10.9.2.3. Within the NF job grading system, such work typically is classified in occupations that cover work that is inherently of a relatively standardized nature or that has been so structured, by isolating the more standardized work within an administrative or professional field into a technician occupation. The identification of such occupations, however, cannot be relied on as the sole determinate of exemption status. Although most employees are nonexempt, often employees at higher grade levels (for example, NF-IV through NF-VI) handle primarily cases for which guidelines are lacking or only generally apply, or for which factual information is not complete or contradictory. If the work requires substantial discretion and judgment, employees who perform such work are exempt, even though the occupation as a whole is considered nonexempt. For example, they are distinguished from skill in applying established techniques, standards, and knowledge on subject matters that significantly affect operations of the organization or the execution of management policy.

A10.10. Applying Professional Criteria.

A10.10.1. Quick Tests:

A10.10.1.1. Teachers who convey knowledge or serve as administrators of academic operations or functions in a school system or educational establishment are exempt, without regard to any other criteria.

A10.10.1.2. All other nonsupervisory employees classified in professional occupations below grade NF-III (or the equivalent) are nonexempt.

A10.10.2. Exempting Employees in Recognized Fields of Artistic Endeavor:

A10.10.2.1. Creative artists are exempt under the professional category. Included in this category are:

A10.10.2.1.1. Creators of original art, such as composers, painters, or writers who work from only a general subject matter or concept. Included are exhibit specialists, illustrators, photographers, and similar employees if the prime requirement is for creative work that portrays abstract concepts or evokes emotions, rather than for skill in accurately portraying objects or in conveying information visually.

A10.10.2.1.2. Performing artists and directors, choreographers, or conductors who apply special talents and creativity in interpreting works created by others.

A10.10.2.1.3. Critics or commentators who write or broadcast highly individualized analytical and interpretative views, as distinguished from reporting factual information only.

A10.10.2.2. NF employees in the NF-1000 Information and Arts Group, and possibly a few other occupations who create original works of art or who apply interpretive creativity are evaluated against the professional exemption criteria in section A, paragraph A10.4.3. The most significant criterion is that the work be creative and individualized (that is, with results dependent on the invention, imagination, or talent of the employee, as distinguished from work that can be performed satisfactorily by any employee who has acquired those basic skills of the artistic field involved). The requirement for creativity is not necessarily related to the grade level of the work. Individual employees, at any given garde level, NF-III or above, may or may not qualify for exemption on this basis.

A10.10.2.3. Much of the work in the Information and Arts Group, NF-1000, also involves significant administrative functions. When the emphasis is not so much on creativity as on the ability to produce, or to select from the work of others material that effectively achieves instructional or promotional program goals, the employee is evaluated against the criteria for the administrative exemption category in section A, paragraph A10.4.2.

A10.10.3. Exemption of Employees in Occupations Identified in the Series Definition as Professional. All such occupations involve professional work that is inherently intellectual and varied in nature. The primary issue is the grade or pay band level at which employees in these occupations exercise sufficient independent discretion and judgment to warrant exemption.

A10.10.3.1. The NF-III level frequently is a developmental level at which employees receive close supervision in process as well as on completion of the work, which precludes exemption. However, some professional disciplines include, as part of the academic training, substantial experience in the practical application of theory and techniques (for example, nursing or physical therapy) or laboratory courses that closely parallel work situations. Thus, in some professions, employees require relatively brief OJT and are able to apply professional knowledge and independent judgment that qualifies for exemption at the NF-III grade level.

A10.10.3.2. The NF-IV level includes varying combinations of developmental assignments and independent work that, within the realm of professional work, is relatively routine, but which nevertheless requires professional judgment. Although most employees at this level qualify for exemption, it is often necessary to closely examine the frequency and degree of discretion and independent judgment exercised.

A10.10.3.3. Employees properly classified in professional occupations at NF-IV and above are exempt.

A10.10.4. Evaluation of Employees in Scientific and Engineering Technician Occupations. Employees in technician occupations who perform quasi-professional work, based on a limited knowledge of engineering or scientific theory and extensive technical knowledge gained through practical experience (such as construction, operation or maintenance of equipment) are nonexempt, unless such employees either:

A10.10.4.1. Exercise program responsibilities that qualify for exemption under administrative criteria (for example, develop preventive maintenance programs; analyze defect reports to identify one or more causes and
determine a need for changing design, materials used, storage or maintenance practices, or similar functions that require decisions or recommendations reflecting evaluations of both administrative and technical considerations); or

A10.10.4.2. Apply (within a narrow field of specialization) advance knowledge, both theoretical and practical, including knowledge of related disciplines and of new developments, in the independent performance of work that is very similar and comparable in level to that performed by professional employees in the field. The exemption of technician employees is based on the nature of the work performed, rather than the grade level per se. However, it would be unusual for employees classified below NF-IV to qualify for exemption and for employees at grades NF-IV or above not to qualify for exemption.

REQUESTING INCREASED RATES AND SPECIAL RATES

A11.1. When conditions exist as described by table 18.13 due to NAF regular wage schedules, the information shown below is developed.

A11.1.1. Information in Support of Requests. As a minimum, information in answer to the following is included when requesting increased minimum rates and special rates or rate ranges.

A11.1.1.1. Recruitment Efforts:

- What are the occupations and grades in question?
- How many positions are vacant?
- How long have vacancies existed?
- Have internal promotion eligibles and plans been used without success?
- How many positions are currently filled?
- What methods have been used to publicize vacancies and for how long? (More than a token effort, such as a base daily bulletin, should have been attempted. Usually, an extensive effort to recruit from a variety of sources should be demonstrated.)
- How many applicants responded?
- How many applicants were qualified?
- How many applicants were offered jobs in those occupations for which difficulty is experienced in recruiting?
- What reasons were stated as to why offers were refused?
- Was redesigning the position downward considered, for development and recruiting purposes, by the supervisor and the HRO?
- Were qualification standards reviewed for adequacy, in view of current position requirements?
- Are current position qualification requirements realistic?

A11.1.1.2. Employee Retention:

- How many current employees are in like occupations and grades? Within the installation? Within the activity?
- What is the average length of time these positions have been filled?
- What is the employee turnover for the past 12 months?
- What reasons have employees given for leaving the position? If for higher pay elsewhere, it may help to report their new pay, if available.
- What are the current NAF regular schedule wage rates for the occupation and grades under consideration?
- Are any current employees in retained rates above the regular schedule? If so, how much per hour for each?
- Are there any known significant influences within the NAFI that affect turnover, other than pay rates?

A11.1.1.3. Private Employer Prevailing Rates. From informal contacts with representative private employers:

- What are their rate ranges for similar occupations and grades? From and to what rates?
- What is their in-hire rate?
- Does their in-hire rate exceed the current DoD regular schedule minimum rate?
- Have local state employment services offices been requested to aid in recruitment?
- What hourly rate ranges do they report in use?

A11.1.1.4. Local Federal Installations and Activities Within the Wage Area:

- Do other installations have similar NAF positions?
- How many such positions are filled and unfilled?
- If so, do they have the same problem of recruiting and retaining these occupations and grades?
- Has their participation and agreement been obtained concerning rates proposed?
- If not, what are their alternate actions and how do they differ from those proposed?
- Will increased rates affect any other closely-related positions? (For example, rate proposal is for mechanic and there are mechanic inspectors.)

A11.1.2. Major Command (MAJCOM) and HQ USAF/SV Review. The HRO is encouraged to obtain informal help from the MAJCOM staff concerning the problem. Written proposals are sent, through command channels, to HQ AFSVA/SVXH. Complete and valid proposals are reviewed, and when substantiated, sent to HQ USAF/SV, for action by the DoD Civilian Personnel Management Service, Wage Setting Division.

GUIDE FOR DETERMINING COMPLETION OF WAITING PERIODS FOR WITHIN GRADE INCREASES

Located on the table:
a. The date employee entered on duty or received last equivalent increase.
b. The completion date shown in the block opposite the waiting period under consideration.

NOTE: If the waiting period includes 29 Feb, subtract one day from the completion date determined under paragraph b.

January	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
26 weeks	7-1	7-2	7-3	7-4	7-5	7-6	7-7	7-8	7-9	7-10	7-11	7-12	7-13	7-14	7-15
78 weeks	6-30	7-1	7-2	7-3	7-4	7-5	7-6	7-7	7-8	7-9	7-10	7-11	7-12	7-13	7-14
104 weeks	12-29	12-30	12-31	1-1	1-2	1-3	1-4	1-5	1-6	1-7	1-8	1-9	1-10	1-11	1-12
February	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
26 weeks	8-1	8-2	8-3	8-4	8-5	8-6	8-7	8-8	8-9	8-10	8-11	8-12	8-13	8-14	8-15
78 weeks	7-31	8-1	8-2	8-3	8-4	8-5	8-6	8-7	8-8	8-9	8-10	8-11	8-12	8-13	8-14
104 weeks	1-29	1-30	1-31	2-1	2-2	2-3	2-4	2-5	2-6	2-7	2-8	2-9	2-10	2-11	2-12
March	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
26 weeks	8-29	8-30	8-31	9-1	9-2	9-3	9-4	9-5	9-6	9-7	9-8	9-10	9-11	9-12	9-13
78 weeks	8-28	8-29	8-30	8-31	9-1	9-2	9-3	9-4	9-5	9-6	9-7	9-8	9-9	9-10	9-11
104 weeks	2-26	2-27	2-28	3-1	3-2	3-3	3-4	3-5	3-6	3-7	3-8	3-9	3-10	3-11	3-12
April	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
26 weeks	9-29	9-30	10-1	10-2	10-3	10-4	10-5	10-6	10-7	10-8	10-9	10-10	10-11	10-12	10-13
78 weeks	9-28	9-29	9-30	10-1	10-2	10-3	10-4	10-5	10-6	10-7	10-8	10-9	10-10	10-11	10-12
104 weeks	3-29	3-30	3-31	4-1	4-2	4-3	4-4	4-5	4-6	4-7	4-8	4-9	4-10	4-11	4-12
May	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
26 weeks	10-29	10-30	10-31	11-1	11-2	11-3	11-4	11-5	11-6	11-7	11-8	11-9	11-10	11-11	11-12
78 weeks	10-28	10-29	10-30	10-31	11-1	11-2	11-3	11-4	11-5	11-6	11-7	11-8	11-9	11-10	11-11
104 weeks	4-28	4-29	4-30	5-1	5-2	5-3	5-4	5-5	5-6	5-7	5-8	5-9	5-10	5-11	5-12
June	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
26 weeks	11-29	11-30	12-1	12-2	12-3	12-4	12-5	12-6	12-7	12-8	12-9	12-10	12-11	12-12	12-13
78 weeks	11-28	11-29	11-30	12-1	12-2	12-3	12-4	12-5	12-6	12-7	12-8	12-9	12-10	12-11	12-12
104 weeks	5-29	5-30	5-31	6-1	6-2	6-3	6-4	6-5	6-6	6-7	6-8	6-9	6-10	6-11	6-12

16 January	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
7-167-17	7-18	7-19	7-20	7-21	7-22	7-23	7-24	7-25	7-26	7-27	7-28	7-29	7-30	7-31	26 weeks
7-157-16	7-17	7-18	7-19	7-20	7-21	7-22	7-23	7-24	7-25	7-26	7-27	7-28	7-29	7-30	78 weeks
1-131-14	1-15	1-16	1-17	1-18	1-19	1-20	1-21	1-22	1-23	1-24	1-25	1-26	1-27	1-28	104 weeks
16 February	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
8-168-17	8-18	8-19	8-20	8-21	8-22	8-23	8-24	8-25	8-26	8-27	8-28				26 weeks
8-158-16	8-17	8-18	8-19	8-20	8-21	8-22	8-23	8-24	8-25	8-26	8-27				78 weeks
2-132-14	2-15	2-16	2-17	2-18	2-19	2-20	2-21	2-22	2-23	2-24	2-25				104 weeks
16 March	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
9-139-14	9-15	9-16	9-17	9-18	9-19	9-20	9-21	9-22	9-23	9-24	9-25	9-26	9-27	9-28	26 weeks
9-129-13	9-14	9-15	9-16	9-17	9-18	9-19	9-20	9-21	9-22	9-23	9-24	9-25	9-26	9-27	78 weeks
3-133-14	3-15	3-16	3-17	3-18	3-19	3-20	3-21	3-22	3-23	3-24	3-25	3-26	3-27	3-28	104 weeks
16 April	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
10-1410-15	10-16	10-17	10-18	10-19	10-20	10-21	10-22	10-23	10-24	10-25	10-26	10-27	10-28		26 weeks
10-1310-14	10-15	10-16	10-17	10-18	10-19	10-20	10-21	10-22	10-23	10-24	10-25	10-26	10-27		78 weeks
4-134-14	4-15	4-16	4-17	4-18	4-19	4-20	4-21	4-22	4-23	4-24	4-25	4-26	4-27		104 weeks
16 May	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
11-1311-14	11-15	11-16	11-17	11-18	11-19	11-20	11-21	11-22	11-23	11-24	11-25	11-26	11-27	11-28	26 weeks
11-1211-13	11-14	11-15	11-16	11-17	11-18	11-19	11-20	11-21	11-22	11-23	11-24	11-25	11-26	11-27	78 weeks
5-135-14	5-15	5-16	5-17	5-18	5-19	5-20	5-21	5-22	5-23	5-24	5-25	5-26	5-27	5-28	104 weeks
16 June	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
12-1412-15	12-16	12-17	12-18	12-19	12-20	12-21	12-22	12-23	12-24	12-25	12-26	12-27	12-28		26 weeks
12-1312-14	12-15	12-16	12-17	12-18	12-19	12-20	12-21	12-22	12-23	12-24	12-25	12-26	12-27		78 weeks
6-136-14	6-15	6-16	6-17	6-18	6-19	6-20	6-21	6-22	6-23	6-24	6-25	6-26	6-27		104 weeks

July	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
26 weeks	12-29	12-30	12-31	1-1	1-2	1-3	1-4	1-5	1-6	1-7	1-8	1-9	1-10	1-11	1-12
78 weeks	12-28	12-29	12-30	12-31	1-1	1-2	1-3	1-4	1-5	1-6	1-7	1-8	1-9	1-10	1-11
104 weeks	6-28	6-29	6-30	7-1	7-2	7-3	7-4	7-5	7-6	7-7	7-8	7-9	7-10	7-11	7-12
August	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
26 weeks	1-29	1-30	1-31	2-1	2-2	2-3	2-4	2-5	2-6	2-7	2-8	2-9	2-10	2-11	2-12
78 weeks	1-28	1-29	1-30	1-31	2-1	2-2	2-3	2-4	2-5	2-6	2-7	2-8	2-9	2-10	2-11
104 weeks	7-29	7-30	7-31	8-1	8-2	8-3	8-4	8-5	8-6	8-7	8-8	8-9	8-10	8-11	8-12
September	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
26 weeks	3-1	3-2	3-3	3-4	3-5	3-6	3-7	3-8	3-9	3-10	3-11	3-12	3-13	3-14	3-15
78 weeks	2-28	3-1	3-2	3-3	3-4	3-5	3-6	3-7	3-8	3-9	3-10	3-11	3-12	3-13	3-14
104 weeks	8-29	8-30	8-31	9-1	9-2	9-3	9-4	9-5	9-6	9-7	9-8	9-9	9-10	9-11	9-12
October	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
26 weeks	3-31	4-1	4-2	4-3	4-4	4-5	4-6	4-7	4-8	4-9	4-10	4-11	4-12	4-13	4-14
78 weeks	3-30	3-31	4-1	4-2	4-3	4-4	4-5	4-6	4-7	4-8	4-9	4-10	4-11	4-12	4-13
104 weeks	9-28	9-29	9-30	10-1	10-2	10-3	10-4	10-5	10-6	10-7	10-8	10-9	10-10	10-11	10-12
November	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
26 weeks	5-1	5-2	5-3	5-4	5-5	5-6	5-7	5-8	5-9	5-10	5-11	5-12	5-13	5-14	5-15
78 weeks	4-30	5-1	5-2	5-3	5-4	5-5	5-6	5-7	5-8	5-9	5-10	5-11	5-12	5-12	5-13
104 weeks	10-29	10-30	10-31	11-1	11-2	11-3	11-4	11-5	11-6	11-7	11-8	11-9	11-10	11-11	11-12
December	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
26 weeks	5-31	6-1	6-2	6-3	6-4	6-5	6-6	6-7	6-8	6-9	6-10	6-11	6-12	6-13	6-14
78 weeks	5-30	5-31	6-1	6-2	6-3	6-4	6-5	6-6	6-7	6-8	6-9	6-10	6-11	6-12	6-13
104 weeks	11-28	11-29	11-30	12-1	12-2	12-3	12-4	12-5	12-6	12-7	12-8	12-9	12-10	12-11	12-12

16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	July
1-13	1-14	1-15	1-16	1-17	1-18	1-19	1-20	1-21	1-22	1-23	1-24	1-25	1-26	1-27	1-28	26 weeks
1-12	1-13	1-14	1-15	1-16	1-17	1-18	1-19	1-20	1-21	1-22	1-23	1-24	1-25	1-26	1-27	78 weeks
7-13	7-14	7-15	7-16	7-17	7-18	7-19	7-20	7-21	7-22	7-23	7-24	7-25	7-26	7-27	7-28	104 weeks
16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	August
2-13	2-14	2-15	2-16	2-17	2-18	2-19	2-20	2-21	2-22	2-23	2-24	2-25	2-26	2-27	2-28	26 weeks
2-12	2-13	2-14	2-15	2-16	2-17	2-18	2-19	2-20	2-21	2-22	2-23	2-24	2-25	2-26	2-27	78 weeks
8-13	8-14	8-15	8-16	8-17	8-18	8-19	8-20	8-21	8-22	8-23	8-24	8-25	8-26	8-27	2-28	104 weeks
16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	September
3-16	3-17	3-18	3-19	3-20	3-21	3-22	3-23	3-24	3-25	3-26	3-27	3-28	3-29	3-30		26 weeks
3-15	3-16	3-17	3-18	3-19	3-20	3-21	3-22	3-23	3-24	3-25	3-26	3-27	3-28	3-29		78 weeks
9-13	9-14	9-15	9-16	9-17	9-18	9-19	9-20	9-21	9-22	9-23	9-24	9-25	9-26	9-27		104 weeks
16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	October
4-15	4-16	4-17	4-18	4-19	4-20	4-21	4-22	4-23	4-24	4-25	4-26	4-27	4-28	4-29	4-30	26 weeks
4-14	4-15	4-16	4-17	4-18	4-19	4-20	4-21	4-22	4-23	4-24	4-25	4-26	4-27	4-28	4-29	78 weeks
10-13	10-14	10-15	10-16	10-17	10-18	10-19	10-20	10-21	10-22	10-23	10-24	10-25	10-26	10-27	10-28	104 weeks
16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	November
5-16	5-17	5-18	5-19	5-20	5-21	5-22	5-23	5-24	5-25	5-26	5-27	5-28	5-29	5-30		26 weeks
5-15	5-16	5-17	5-18	5-19	5-20	5-21	5-22	5-23	5-24	5-25	5-26	5-27	5-28	5-29		78 weeks
11-13	11-14	11-15	11-16	11-17	11-18	11-19	11-20	11-21	11-22	11-23	11-24	11-25	11-26	11-27		104 weeks
16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	December
6-15	6-16	6-17	6-18	6-19	6-20	6-21	6-22	6-23	6-24	6-25	6-26	6-27	6-28	6-29	6-30	26 weeks
6-14	6-15	6-16	6-17	6-18	6-19	6-20	6-21	6-22	6-23	6-24	6-25	6-26	6-27	6-28	6-29	78 weeks
12-13	12-14	12-15	12-16	12-17	12-18	12-19	12-20	12-21	12-22	12-23	12-24	12-25	12-26	12-27	12-28	104 weeks

DOCUMENTATION OF GRADE AND PAY RETENTION ACTIONS FOR CT EMPLOYEES

Section A--AF Form 2545. Documentation of Grade and Pay Retention Actions for CT Employees.

Table A13.1. Actions that Establish Eligibility for Grade Retention for Covered CT Employees (NA, NL, NS).

RULE	A If basis for action is	B and	C then PAC is	D and NOA is	E and authority in remarks is	F and required remarks are (see note 1)
1	change in employees grade, due to position reclassification, that entitles employee to grade retention under 5.U.S.C. 5362(b)	action is the initial demotion	N064	Position Change (see note 2)	5 U.S.C. 5362(b)	A13.2, A13.13, and A13.16.
2	change in employees grade, due to position reclassification, that entitles employee to grade retention under 5.U.S.C. 5362(b)	action is a subsequent demotion during grade retention period	N064	Position Change (see note 2)	5 U.S.C. 5362(b)	A13.2, A13.12, A13.13, and A13.16.
3	position change, due to BBA, that entitles employee to grade retention under 5 U.S.C. 5362(a)	action is the initial demotion	N064	Position Change - BBA	5 U.S.C. 5362(a)	A13.2, A13.13, and A13.17.
4	position change, due to BBA, that entitles employee to grade retention under 5 U.S.C. 5362(a)	action is a subsequent demotion during grade retention period	N064	Position Change - BBA	5 U.S.C. 5362(a)	A13.2, A13.3, A13.13, and A13.17.

NOTES:
1. Numbers refer to list of remarks at section B.
2. Use PAC and NOA "N064 Position Change," whether employee remains in the position that was reclassified, or moves to a position other than the one that was reclassified.

Table A13.2. Actions that Terminate Grade or Pay Retention Entitlement for CT Employees (NA, NL, NS).

RULE	A If basis for action is	B and	C then PAC is	D and NOA is	E and authority in remarks is	F and required remarks are (see note 1)
1	expiration of 2-year period of grade retention when employee is entitled to complete another period of grade retention		N102	Termination of Grade Retention	5 U.S.C. 5362	A13.2, A13.11, and A13.13.
2	expiration of 2-year period of grade retention when employee is entitled to begin pay retention					A13.8 and A13.11.
3	expiration of 2-year period of grade retention when employee is not entitled to further grade retention or to pay retention					A13.11.
4	termination of grade retention benefits because employee declined a reasonable offer	employee has no entitlement to pay retention	N102	Termination of Grade Retention		A13.1 and A13.4.
5	termination of grade retention benefits because employee elected to terminate them		N102	Termination of Grade Retention		A13.1 and A13.5.
6	termination of grade retention benefits because employee requested a demotion		N061	Change to Lower Grade		A13.1 and A13.7.
7	termination of grade retention because employee was demoted for personal cause		N061	Change to Lower Grade		A13.1 and A13.6.
8	termination of pay retention, because of pay schedule adjustment, that results in employee becoming entitled to a higher rate of pay than that to which he or she is entitled under 5 U.S.C. 5363		N894	Pay Adjustment	5 U.S.C. 5363, DoD Directive 5120.42	A13.10 and A13.15.
9	termination of pay retention, because employee declined a reasonable offer		N105	Termination of Pay Retention	5 U.S.C. 5363	A13.4 and A13.10.
10	termination of pay retention, because employee requested a demotion		N061	Change to Lower Grade		A13.7 and A13.10.
11	termination of pay retention, because employee was demoted for personal cause					A13.6 and A13.10.
12	position change (during grade retention period) back to retained grade (see note 3)		N069	Position Change to Retained Grade		A13.1.

NOTES:
1. Numbers refer to list of remarks at section B.
2. Also use remark A13.9 when appropriate.
3. If employee is placed in a grade level higher than the retained grade, the action is processed as an N060 Promotion.

Section B--AF Form 2545--Remarks for NAF CT Employees Who are Covered by Grade and Pay Retention (see note 1)

A13.1. Grade retention entitlement terminated. No further entitlement to grade or pay retention. NAF-PS remark 4EQ3.

A13.2. Employee is entitled to retain grade of (pay plan and grade), through (date). NAF-PS remark 4CW1.

A13.3. On (date) employee will be entitled to retain grade of (pay plan and grade), through (date), provided the preceding period of grade retention is not terminated earlier. NAF-PS remark 4FT1.

A13.4. Employee declined offer of (position title, pay plan, series, and grade). NAF-PS remark 4CG1.

A13.5. Employee elected to terminate grade retention entitlement benefits. NAF-PS remark 4CK3.

A13.6. Change to lower grade is for personal cause. NAF-PS remark 4BL3.

A13.7. At employee's request. NAF-PS remark 4AM3.

A13.8. Employee is entitled to pay retention. NAF-PS remark 4CU3.

A13.9. Salary is 150 percent of maximum rate of grade to which assigned. NAF-PS remark 4IC3.

A13.10. This action terminates retained rate. NAF-PS remark 4JA3.

A13.11. Expiration of grade retention period as (pay plan and grade). NAF-PS remark 4DR1.

A13.12. Rate is step (number) of (pay plan and grade), retained grade. NAF-PS remark 4HB1.

A13.13. Retained grade is used to determine employee's pay, retirement, insurance benefits, and promotion and training eligibility. It is not used for business based action purposes. NAF-PS remark 4HT3.

A13.14. Action gives employee within grade increase to step (number) of (pay plan and grade), retained grade (see note 2). NAF-PS remark 4AE1.

A13.15. Because of wage schedule adjustment. NAF-PS remark 4BB3.

A13.16. Due to reclassification. NAF-PS remark 4BZ3.

A13.17. Due to business based action. NAF-PS remark 4CA3.

NOTES:

1. These remarks are used for:

   a. Actions that result in employees receiving grade or pay retention benefits.

   b. Actions that result in termination or expiration of these benefits.

   c. Other personnel actions that occur while the covered employee is receiving benefits.

2. This remark is used on all "N893 Within Grade Increase" actions for employees with retained grade.

SAMPLE MEMORANDUM
FOR COVERED NAF CT EMPLOYEES ELIGIBLE FOR GRADE RETENTION

MEMORANDUM FOR

FROM:

SUBJECT: Grade Retention for NAF CT Employees

1. Attached to this memorandum is AF Form 2545, **NAFI Notification of Personnel Action,** documenting:

a. The nature of the change that resulted from the action checked below:

(1) _____ The reclassification of your regular position to a lower grade regular position.

(2) _____ The business based action that occurred in your activity.

b. Your entitlement to grade retention, as a result of this change.

2. It is important that you understand the manner in which this change and your entitlements are recorded on the AF Form 2545. The actual grade of the position that you occupy is shown in item 20A. Under the law, that grade must be used to establish your rights if there is a business based action following the effective date of the personnel action shown on the AF Form 2545 (item 12). This does not, however, affect your entitlement to grade retention in any way. You are entitled to retain the grade of (pay plan, grade) for the period indicated in the remarks section (item 25) of the AF Form 2545, and to be paid the rate for step (number) of that retained grade. You are also entitled to within-grade increases in your retained grade during your retained grade period, assuming all requirements are met. Because you are not being paid a step rate in the lower grade, a "00" is shown in item 20B. During the grade retention period, your retained grade will also be used in determining any retirement and insurance benefits to which you may be entitled, and in determining your eligibility for promotion and training.

(ADD THE FOLLOWING PARAGRAPHS FOR ALL GRADE RETENTION ACTIONS RESULTING FROM "N064 POSITION CHANGE" THAT ARE DUE TO RECLASSIFICATION)

3. The reclassification of your position was necessary:

a. _____ To correct a previous classification error.

b. _____ Because of applying a new or revised classification standard.

4. There is no right to file an appeal or grievance of this position change. You may, however, file a classification appeal if you disagree with the classification applied to your position.

OVERTIME ENTITLEMENT FOR CT (NS, NL, NA) EMPLOYEES

A15.1. Coverage.

A15.1.1. Nonexempt Employees in a Nonforeign Area. These employees are entitled to be paid for overtime for hours worked in excess of 8 hours in a day that does not exceed 40 hours in the workweek, or in excess of 40 hours in a scheduled workweek when ordered, directed, required, approved, or "suffered or permitted" to work the overtime. Any work a nonexempt employee performs for the benefit of the NAFI (whether or not requested) is working time, if the employer knows of or has reason to believe it is being performed. Thus, a nonexempt employee who starts working before the scheduled shift, even though the work was not requested by the supervisor, is entitled to compensation for overtime work. If management does not authorize overtime work, it must make sure that nonexempt employees work only during their scheduled tour of duty. Supervisors must keep accurate records of hours that nonexempt employees work.

A15.1.2. Employees in a Foreign Area. These employees are entitled to be paid overtime for hours worked in excess of 8 hours in a day that does not exceed 40 hours in the workweek, or in excess of 40 hours in a scheduled workweek only when ordered, directed, required or approved to work the overtime.

A15.1.3. Exempt Employees. These employees are entitled to be paid overtime for hours worked in excess of 8 hours in a day that does not exceed 40 hours in the workweek, or in excess of 40 hours in a scheduled workweek only when ordered, directed, required or approved to work the overtime.

A15.2. Standby and On-Call Duty. An employee who is required to remain at or within the confines of his or her post of duty in excess of 8 hours a day, in a standby or an on-call status, is entitled to overtime pay only for hours of duty, exclusive of eating and sleeping time, in excess of 40 hours a week.

A15.3. Work Exceeding 8 Hours in a Day. When an employee works more than 8 hours in 1 day, including a Sunday or a holiday, time in excess of the 8 hours is paid at the overtime rate, even though it is a part of a scheduled 40-hour week. For example:

- Four 10-hour days.
- Four 9-hour days and one 4-hour day.

A15.4. Overtime Rates. Except as otherwise specifically authorized, an employee is paid for overtime work performed at the rate of one and onehalf times the rate of basic pay.

A15.5. Overtime Rate for Sunday or Holiday Work. An employee is paid for overtime work on a Sunday or a holiday at the same rate as for overtime work performed on another day.

A15.6. Computing Overtime Rate. The hourly overtime rate is computed by multiplying the basic hourly rate of pay by one and one-half.

A15.7. Computing Overtime Pay for Night Work.

A15.7.1. Overtime pay for an hourly paid employee regularly working a night shift for which a night shift differential is paid, is computed on that night rate, even though the hours of overtime worked extend into or fall entirely within another shift. For example, an employee whose basic pay is based on the second shift and the employee is requested to perform overtime work on either the first or third shift has the overtime computed on the rate of the second shift.

A15.7.2. If the overtime work is performed on a day not regularly scheduled as a workday for the hourly paid employee or his or her organization, overtime pay is computed on the rate of the employee's last previous regularly scheduled shift.

A15.7.3. When the overtime work is performed on a day not regularly scheduled as a workday for the hourly paid employee, but is a regularly scheduled shift for the organization, overtime pay is computed on the rate of the shift actually worked by the employee on that day.

A15.7.4. Overtime pay for an hourly paid employee having a regularly rotating tour of duty that includes two or more shifts is computed on the rate of the employee's regularly scheduled shift in effect for the calendar day on which the overtime is

performed. When such overtime work is performed on a day not regularly scheduled as the workday of an employee, overtime pay is computed on the average of basic pay for all regularly scheduled shifts worked by the employee during the workweek.

A15.7.5. Computation of Overtime Worked. The compensation of the amount of overtime work of an employee is subject to these conditions:

A15.7.5.1. Leave With Pay. An employee's absence from duty on paid leave, during the time when he or she would otherwise have been required to be on duty during a daily or weekly tour of duty (including authorized absence on a legal holiday or a nonworkday established by an Executive or administrative order), is considered employment. It does not reduce the amount of overtime pay to which the employee is entitled for work performed in excess of 8 hours in a day, or work in excess of 40 hours in an administrative workweek. Payment of the overtime is authorized only if the employee performs work during the hours in excess of the 8-hour day, or the 40-hour workweek.

A15.7.5.2. Leave Without Pay. For a period of leave without pay in an employee's workweek, an equal period of service performed outside the workweek, but in the same administrative workweek, must be substituted and paid at the rate that applies to his or her workweek. Any remaining period of service is paid on the basis of the rate in excess of 40 hours in the workweek. For a period of leave without pay in an employee's daily tour of duty, an equal period of service performed outside the employee's daily tour of duty, but in the same workday, is substituted and paid for at the rate that applies to the daily tour of duty, before any remaining period of service is paid at the overtime rate, on the basis of exceeding 8 hours in a workday.

A15.7.5.3. Night, Holiday, or Sunday Work. Hours of night, holiday, or Sunday work are included in determining, for overtime pay purposes, the total number of hours in employment in the same administrative workweek.

A15.7.5.4. Call-Back, Overtime Work. Irregular or occasional overtime work performed by an employee on a day when work was not scheduled for him or her, or for which the employee is required to return to his or her place of employment, is considered at least 2 hours in duration for the purpose of overtime pay, whether or not the work is performed. Thus, call-back time is viewed as an exception to the general rule that overtime compensation is only allowed for work actually performed. However, 2 hours is the maximum that is paid for work that is not actually performed.

OVERTIME ENTITLEMENT FOR PAY BAND (NF, CC) EMPLOYEES

A16.1. Coverage.

A16.1.1. Nonexempt Employees. Overtime payment is required for hours worked that are officially ordered or approved, or suffered or permitted to be worked by the employee. Any work a nonexempt employee performs for the benefit of the NAFI (whether or not requested) is working time, if the employer knows of or has reason to believe it is being performed. Thus, a nonexempt employee who starts working before the scheduled shift, even though the work was not requested by the supervisor, is entitled to compensation for overtime work. If management does not authorize overtime work, it must make sure that nonexempt employees work only during their scheduled tour of duty. Supervisors must keep accurate records of hours that nonexempt employees work.

A16.1.2. Exempt Employees. These employees are entitled to be paid for overtime hours worked in excess of 40 hours of work actually performed in the workweek only when the overtime is specifically ordered, directed, required or approved in advance. Refer to paragraph 18.15 for guidance on when compensatory time may be granted.

A16.2. Hours Worked.

A16.2.1. Importance of "Hours Worked." The amount of money an employee receives cannot be determined without knowing the number of hours he or she has "worked."

A16.2.2. Basic Rule. "Hours worked" in general, includes the time an employee is required to be on duty (or on the NAFI's premises or at a prescribed workplace), and for the nonexempt employee all time during which he or she is "suffered or permitted" to work for the NAFI.

A16.2.3. Specific Examples in Determining "Hours Worked." The following examples are (not all inclusive) furnished as a guide to supervisors for determining "hours worked" for their employees:

A16.2.3.1. Time spent traveling (but not other time in travel status) away from his or her official duty station is "hours worked" when it cuts across the employee's workday. The time is not only "hours worked" on regular workdays, during normal workhours but also during the corresponding hours on nonwork-days. Thus, if an employee regularly works from 0830 to 1700 from Monday through Friday, the time spent traveling during these hours is worktime on Saturday and Sunday, as well as on the other days.

A16.2.3.2. Actual meal periods are not considered "hours worked." The employee must be completely relieved from duty for eating regular meals. If an employee's meal periods are uninterrupted, except for rare and infrequent emergency calls, meal periods can be excluded from worktime. On the other hand, if meal periods are frequently interrupted by calls to duty, the employee is not considered relieved of all duties and all meal periods are considered as "hours worked." If an employee is completely free from duties during his or her meal periods, it is not necessary that he or she be permitted to leave the premises for the time to be excluded from worktime.

A16.2.3.3. Excused absences with pay (holidays, sick, annual, or other paid leave) are not periods of work, even though the employee is compensated for these periods of nonwork. Therefore, for the purpose of determining whether more than 40 hours have been worked and whether overtime entitlement exists, such periods of nonwork are not included in the "hours worked" during the workweek. For example, an employee whose tour of duty is Monday through Friday, takes 8 hours (1 day) of annual leave on Wednesday, and then works 8 hours on Saturday, has 40 "hours worked", and is not entitled to overtime.

A16.3. Overtime Entitlement and Computation:

A16.3.1. Overtime Entitlement. Overtime entitlement does not begin to accrue until the employee has first completed 40 hours of actual work in a week. For example, an employee who has any paid time off during the week (holiday, annual or sick leave, or any excused absence with pay) does not accrue any entitlement to overtime pay until additional actual work exceeds the paid hours of nonwork, and is in excess of 40 hours of actual work in the week.

A16.3.2. Overtime Rate of Pay:

A16.3.2.1. Nonexempt Employees. The overtime hourly rate of pay is one and one-half times the employee's hourly rate of basic pay exclusive of any premiums or differentials.

A16.3.2.2. Exempt Employees. For the exempt NF or CC employee whose rate of basic pay-

- Does not exceed the minimum rate for GS-10, the overtime hourly rate of pay is one and one-half times the employee's hourly rate of basic pay.

- Exceeds the minimum rate for GS-10, the overtime hourly rate of pay is one and one-half times the hourly rate of basic pay at the minimum rate for GS-10.

THE FAIR LABOR STANDARDS ACT (FLSA) COMPLIANCE AND COMPLAINT SYSTEM

A17.1. General Information. The Office of Personnel Management (OPM) is responsible for administering the FLSA for most federal employees. This responsibility encompasses individuals paid with either appropriated or nonappropriated funds. Under the Act, the OPM assumes the same protective relationship for federal employees covered by the FLSA as the Department of Labor (DoL) has traditionally assumed for the nonfederal work force in matters related to overtime pay, minimum wages, equal pay, and child labor. The law, its legislative history, and the DoL precedent clearly call for the OPM to engage in vigorous enforcement of the Act. Conducting compliance reviews of agency FLSA-related actions and resolving employee complaints alleging violations are two main aspects of the OPM's role as administrator of the Act.

A17.2. Scope of OPM FLSA Compliance and Complaint Activities.

A17.2.1. The OPM operates a federal FLSA compliance and complaint system in a manner that parallels the basic outlines of DoL practice; that is, a statutory investigative and compliance procedure. Therefore, an employee alleging an FLSA violation has a right to file a complaint directly with the OPM. The law itself also establishes the right for an employee to bring action in a US District Court, either directly or after having received the OPM decision on his or her FLSA complaint.

A17.2.2. The OPM requires that any FLSA violation brought to its attention and substantiated by the facts be corrected. Corrective action ordered includes paying retroactive wages, ensuring that the Act is complied with in the future, and other necessary or proper actions. Further, in keeping with the OPM's intention to parallel DoL practices, the burden of proof in FLSA complaints is primarily on the employer. Unlike the DoL, however, the OPM continually must be aware of the legal requirements of 5 U.S.C. provisions. Consequently, the OPM treats its responsibilities under the FLSA in a most comprehensive way. This duality of legislative application requires that OPM personnel assigned to FLSA administration functions be knowledgeable of 5 U.S.C. pay matters and correct improper employer actions under 5 U.S.C.

A17.2.3. The OPM's Directorate for Agency Compliance and Evaluation (DACE) and its counterpart regional evaluation divisions operate the OPM's FLSA compliance and complaint system. These organizations now conduct reviews of personnel management in federal agencies.

A17.3. Operation of the Compliance Component of the Federal FLSA Compliance and Complaint System. Compliance reviews are integrated with the OPM's personnel management evaluation program. Adherence to the Act is probed during OPM personnel management evaluations, as well as being the subject of special OPM compliance reviews. Within the AF, it is a part of the AF's human resources quality assessment evaluation system.

A17.4. Types of Complaints the AF Entertains.

A17.4.1. An employee or former employee (or his or her representative) may bring to the attention of the AF matters which include, but are not limited to, those where the complaint alleges:

- Working regular, nonovertime hours without compensation.
- Working overtime hours without proper compensation.
- Being improperly scheduled to work less hours than guaranteed, or required for their employment category.
- Being improperly scheduled to work more hours than in a regular work schedule, or employment category without the benefit of additional benefits.
- Not being paid Sunday premium pay, holiday pay or shift differentials, etc., when entitled to such pay.

A17.5. Operation of the AF Compliance and Complaint System.

A17.5.1. Employees or former employees who believe they have been denied pay or benefits as outlined in paragraph A17.4 file a claim against the NAFI to secure proper payment if informal efforts to resolve the issue fail.

A17.5.2. The claim must be fully documented at the time it is filed and, normally, is presented to the local HRO within 15 days of the event resulting in improper payment, or of the date the employee first became aware of the fact that he or she was improperly paid, or the date of the informal decision.

A17.5.3. Failure to meet this time constraint is a factor considered in honoring any later claim submitted for retroactive pay adjustments, when there is evidence that the delay was within the claimant's control, and also serves to establish an earlier ending period than claimed.

NOTE: Management always has the prerogative, as well as the duty, to correct erroneous personnel actions, regardless of how it becomes aware of them.

A17.5.4. In no event, however, will a claim of this type be accepted more than 2 years after the alleged improper payment or the date the employee first became aware of it (3 years for claims of willful failure to pay proper compensation).

A17.5.5. When the HRO accepts a claim and determines it is valid, the HRO is authorized to direct payment of retroactive wages and benefits, as appropriate, for no more than 2 years (3 years for willful violations) back from the date the claim is received by the HRO.

A17.6. Types of FLSA Complaints the OPM Entertains.

A17.6.1. An employee or third party may bring to the OPM's attention any matter considered to be a violation of the FLSA. "Third party" generally means any person or organization representing the employee. Typically, these matters involve such things as failure to pay proper overtime wages, including:

- Allegations that employees have been "suffered or permitted" to work outside regular hours without proper compensation, in violation of the Act.
- "Equal pay" issues that involve paying different wages to men and women for performing substantially the same work in the same establishment (in effect, the violation of classification principles).
- Minimum wage violations.
- Child labor violations.

A17.6.2. Relative to employee complaints on exempt or nonexempt determinations, the OPM does not require a complainant to demonstrate injury, due to his or her categorization. However, the OPM does not entertain complaints on merely hypothetical issues.

A17.7. Operation of the Complaint Component of the Federal FLSA Compliance and Complaint System. The OPM complaint procedure operates along these lines:

A17.7.1. An employee who believes the FLSA has been violated files a complaint with the applicable OPM regional office. The regional Personnel Management Evaluation Division or DACE in the Washington area, investigates the complaint and requests a written presentation from the employer.

A17.7.2. The employee has the opportunity to review and rebut the employer's presentation in writing. The Evaluation Division or DACE determines if onsite investigation is necessary and conducts any such investigations. This includes reviewing time and attendance records, payroll records, and all other pertinent documents. Sworn statements, in affidavit form, are obtained, if necessary.

A17.7.3. Compliance orders are issued by the OPM regional directors or DACE, if violations are found, and all affected employees are notified.

A17.7.4. A request to reopen and reconsider an FLSA decision is directed to the Director, OPM. Such a request is made by either the employee, a representative of the employee, or the NAFI involved. Any such request explains in full, with supporting documentation, why the case should be reopened.

A17.7.5. As indicated previously, an employee has the right to bring action in a US District Court if dissatisfied with an OPM determination. The employee could go directly to the court if he or she so desires.

A17.8. Confidentiality for Complaint System.

A17.8.1. The OPM operates its FLSA complaint system in such a way as to maintain confidentiality for complainants, unless it is not possible to do so under the circumstances. Every reasonable effort is made to preserve confidentiality. Such

efforts include expanding an investigation to cover an entire work unit from which the complaint originated. If the work unit is very small, the investigation is further expanded to make sure that the blanket approach preserves the confidential nature of the complaint.

A17.8.2. It is hoped that employees (as well as their agencies) who have complaints make every effort to resolve complaints through the regular supervisory channels, before beginning formal investigation under AF or OPM compliance and complaint procedures. However, because of the OPM intention to protect employee confidentiality, there is no requirement that this be done. If employers discriminate against or take reprisal in any form against an employee who exercises his or her rights by filing an FLSA complaint, the FLSA makes it clear that they are engaging in illegal practices.

A17.9. Sources of Compliance and Complaint Program Information.

A17.9.1. OPM personnel in 10 regional agency compliance and evaluation (ACE) divisions are trained to operate the compliance and complaint system.

A17.9.2. NAFI managers and HROs share the primary responsibility for making exemption determinations on the basis of the individual duties performed. There may be situations when an OPM determination is needed on exemption questions that involve groups of positions or particularly complex exemption matters. The HRO directs requests for such determinations, in writing, through the MAJCOM to HQ AFSVA/SVXH.

A17.9.3. Requests include PDs and PGs, current classification evaluation statements, an HRO statement giving reasons for using the proposed course of action, and any other pertinent internal documents. Although the OPM helps in making exemption determinations on groups of positions, such determinations are not necessarily binding on all positions in the group. It must be recognized that the greatest standards for making exemption determination are the individual duties performed. Such duties, on an individual position basis, change over a period of time, so that a single position, in a group of generally exempt positions, may properly be categorized as nonexempt.

A17.10. Time Limits on Filing Complaints. An FLSA complaint by an NAF employee must be filed within 2 years of the alleged violation. Three years are allowed for claims involving willful violations of the Act.

A17.11. Disputes on Pay Computation. If there is a question on whether or not monies due the employee are correct, the employee has a right to present a claim directly to HQ AFSVA/SVXH, 10100 Reunion Place, Suite 502, San Antonio TX 78216-4138, for final determination of monies due. For example, he or she presents the statement: "The employer and I agree on the number of hours of overtime that I have worked and that I am nonexempt. Nevertheless, the HRO or NAF AO is not computing correctly the amount of money owed to me."

TRAVEL TIME AS HOURS OF WORK FOR THE EXEMPT EMPLOYEE

A18.1. Travel Time Considered Employment. Time in travel status away from the official duty station of an employee is deemed employment only when:

- It is within his or her regularly scheduled administrative workweek, including regular overtime work; or
- The travel:
- Involves the performance of actual work while traveling.
- Is incident to travel that involves the performance of work while traveling.
- Is carried out under such arduous and unusual conditions that the travel is inseparable from work.
- Results from an event that could not be scheduled or controlled administratively.

A18.2. Travel Time Not Considered Employment. It is recognized that there are times when the employee is required to travel away from his or her official duty station outside regularly scheduled workhours. When this travel is performed under one of those four conditions shown in paragraph A18.1, it is hours of employment for pay purposes. When the travel is not performed under one of those four conditions, it is not hours of employment for pay purposes.

A18.3. Travel Time and Overtime Entitlements. Although time in a travel status away from an employee's official duty station meets conditions for being considered as hours of employment, it is not payable as overtime unless travel outside regularly scheduled duty hours is officially ordered and approved. Thus, to be payable as overtime, an official must require the employee to travel outside his or her regularly scheduled workhours, under one of the qualifying conditions, or after the travel is performed, he or she must approve the time of travel. To this extent, time in a travel status is no different than other overtime hours.

A18.4. When Travel Time is Considered Hours of Work. Before considering those various conditions under which travel is considered hours of work, it is well to consider when an employee's time in travel status begins, and the meaning of "official duty station" and "travel status".

A18.4.1. Official duty station means the employee's designated post of duty, the limits of which are the corporate limits of the city or town in which the employee is stationed. If the employee is not stationed in an incorporated city or town, the official duty station is the AF installation on which stationed, or other established area having definite boundaries within which the designated post of duty is located. The meaning of this term is as used in the JTR.

A18.4.2. In determining the amount of time in a travel status, which would be included as hours of employment, an employee is considered to be in a travel status only for those hours actually spent traveling between the official duty station and the point of destination, or between two TDY points, and for the usual waiting time that interrupts the travel.

A18.4.3. Usually, when traveling by means of a common carrier, time in travel status begins with the scheduled time of departure from the common carrier terminal, and ends upon arrival at the common carrier terminal located at the point of destination. Thus, travel from a station, wharf, or other common carrier terminal to either a place of business or residence (including temporary place of business or residence), and from either a place of business or residence to a station, wharf, or other common carrier terminal, is not considered time in travel status. An exception to this rule is when the employee must spend 1 hour or more in travel between the common carrier and the place of business or residence; then the entire time spent traveling between the carrier terminal and the place of business or residence (that is, actual time spent traveling, exclusive of any waiting time at terminal before scheduled departure time) is considered hours of employment.

A18.4.4. If an employee travels by automobile, time spent in transit between the residence and the place of business may not be regarded as time spent in travel status away from the official duty station. The time in travel status begins with the departure from the employee's place of business or headquarters, and ends with the arrival at the point of destination. If the employee travels from his or her residence directly to the point of destination, the time used is considered time spent in travel status away from the official duty station. However, the estimated travel time from the employee's place of business to the point of destination is regarded as the maximum limitation on travel time that is payable.

A18.4.5. If an employee, for personal reasons, such as an aversion to flying, does not use the mode of transportation selected by the AF, or, for his or her own convenience, travels by an indirect route or interrupts travel, the employee is considered to be in a travel status only for the estimated time spent in traveling to the point of destination, by the mode of transportation selected by the AF.

A18.5. Travel Under Arduous and Hazardous Conditions. Travel that occurs within the employee's regularly scheduled hours of work, that is carried out under such arduous and unusual conditions that it is inseparable from work, are not new conditions under which travel is considered hours of employment. Usually, the travel or transportation conditions must be viewed in the light of the particular circumstances under which the travel is required. Travel under arduous conditions would include travel over unusually adverse terrain during severe weather conditions, or travel to remote, barely accessible facilities by foot, horseback, or a truck. Travel by automobile over a hard-surfaced road, when no unusual adverse weather conditions are encountered, or travel by rail would not usually constitute travel under arduous conditions. Also, the time of travel (whether to be performed during the day or night) or distance of travel is not usually considered in determining whether the travel is performed under arduous conditions. A distinction is also drawn between arduous conditions and hazardous conditions, keeping in mind that the latter may contribute to the former.

A18.6. Travel That Involves the Performance of Work While Traveling. This means work that can only be performed while traveling. But, if a NAFI requires an employee to work while traveling, the time spent doing the job is considered work, even though it is the kind of work that would ordinarily be done at the employee's place of business. In this latter situation, criteria used in determining whether or not the work is required to be done while traveling are those same standards used in determining whether or not overtime work is officially ordered or approved. Pay, if warranted, is limited to the time actually spent working.

A18.7. Travel Incident to Travel that Involves the Performance of Work While Traveling. An employee is usually in this situation when on a "deadhead" trip, either traveling to a destination to board a means of transportation on which he or she will be doing work while traveling, or, having performed work while traveling, returning to the official duty station. Entitlement under this condition is limited to the situation where the work done while traveling is work that can only be done while traveling. But, the travel must meet the requirements of being "away from the official duty station" to be considered hours of work.

A18.8. Travel Which Results From an Event That Cannot be Scheduled or Controlled Administratively. The phrase "could not be scheduled or controlled administratively" refers to the ability of the NAFI to control the event that necessitates an employee's travel. The control is assumed to be the NAFIs, whether the NAFI has sole control, or the control is achieved through a group of NAFIs or other government organizations acting in concert. For example, training courses throughout the country usually are scheduled to start at the beginning of the workweek, and usually start at 0900 daily. Attendance at training centers located away from an employee's duty station, therefore, usually require the employee to travel outside normal workhours. Because the government organization that is conducting the training course can schedule the hours of training, the training course is an event that can be scheduled or controlled administratively. The employee's time in travel status outside of normal duty hours, regardless of whether employed by the government organization conducting the training course or another government organization, is not considered as hours of work for pay or compensation purposes. Travel is considered hours of work if it results from unforeseen circumstances (for example, a breakdown of equipment) or from an event that is scheduled or controlled by someone or some organization outside of the government.

A18.9. Examples of Travel Not Administratively Scheduled or Controlled.

A18.9.1. Case Number 1:

SITUATION: For reasons of economy, an employee is directed to travel by military aircraft, boat, etc., although commercial transportation is available within the employee's regularly scheduled tour of duty.

DETERMINATION: Availability or limitation on travel funds does not constitute an administratively uncontrollable event, and the hours of travel are not hours of work.

A18.9.2. Case Number 2:

SITUATION: Training courses by private organizations usually are scheduled to start at the beginning of the workweek. Attendance at a training course conducted in a location away from the employee's duty station may require the employee to travel outside normal workhours.

DETERMINATION: Unless the training course is conducted by a private institution (outside the government) for the benefit of the government, it is an event that cannot be scheduled or controlled administratively. Required travel outside the employee's regular workhours to attend the training course is considered hours of work. However, if a training course is conducted by an institution for the benefit of the government, the event is considered under the administrative control of the government.

A18.9.2.1. Thus, if a training course is conducted by a private institution, but not solely for the benefit of the government, and if the course is completed on Thursday, and the employee returns that night, the hours spent traveling are hours of work. This applies only if the employee is ordered to return that night, and return is required by an event that could not be scheduled or controlled administratively.

A18.9.2.2. If permitted the option of returning during regularly scheduled workhours on Friday, return on Thursday night is not payable because he or she is not officially ordered to return that night.

A18.9.2.3. But, if the employee (whose regular hours of work are 0800 to 1700, Monday through Friday) completes the course at 1700 Friday, travel on either Friday night or Saturday (depending on available transportation) is payable, because he or she is not entitled to per diem if remaining until Monday. Thus, travel time cannot be controlled realistically.

A18.10. Condition Under Which Travel Is Work. The above conditions do not apply to work situations involving travel time that is an inherent part of, and inseparable from, the work itself. In such events, when the NAFI determines that the travel represents an additional incidental duty directly connected with the performance of a given job, and is considered to be an assigned duty, the time spent in travel is worktime and is payable at regular or overtime rates.

A18.11. Responsibility for Scheduling Travel. NAFIs are required to record reasons for requiring travel outside the workweek, if the travel is not payable according to this attachment. The official who has the authority to order or approve overtime work has the authority to determine when travel is required to be performed outside the workweek, subject to this attachment.

A18.12. Conclusion. If possible, an employee's travel should be scheduled within regular workhours. However, situations may develop when the employee is required to travel outside regular workhours, and that travel takes him or her away from the official duty station. If the travel meets criteria for one of the four conditions described in paragraph A18.1, the travel time is considered hours of work and payable; if not, the travel time is not payable, and the reasons for requiring the travel must be recorded.

TRAVEL TIME AS HOURS OF WORK FOR THE NONEXEMPT EMPLOYEE

A19.1. General Information.

A19.1.1. Whether time spent in authorized travel by an employee is to be considered hours of work depends on the kind of travel involved. This attachment contains basic principles for determining whether travel time is properly considered hours of work, when the travel is:

A19.1.1.1. From home to work (work to home).

A19.1.1.2. Within the limits of the employee's official duty station.

A19.1.1.3. Away from the official duty station and the travel involves the performance of work while traveling (including travel as a driver of a vehicle).

A19.1.1.4. Away from the official duty station as a passenger in a public or private conveyance. A further consideration for determining hours worked for travel as a passenger is whether the employee travels to, and returns from, a temporary duty station during the same day, or whether the employee remains overnight at the temporary duty station.

A19.1.2. These instructions apply only to the time actually spent traveling between an employee's official duty station and the point of destination, or between two temporary duty points, and for usual waiting time that interrupts such travel.

A19.2. Definitions.

A19.2.1. Authorized Travel. Authorized travel is defined as travel that is performed:

- Under the direction or control of a responsible official of the employing NAFI.
- For the benefit of the employing NAFI.

A19.2.2. Official Duty Station:

A19.2.2.1. Official duty station has been defined in federal travel regulations as the employee's designated post of duty, the limits of which will be: "....the corporate limits of the city or town in which the employee is stationed. If the employee is not stationed in an incorporated city or town, the official station is the reservation, station, or established area, or, in the case of large reservations, the established subdivision thereof having definite boundaries within which the designated post of duty is located."

A19.3. Home to Work Travel.

A19.3.1. Hours of Work. Travel by an employee to and from work, before and after the regular workday, is a normal incident of employment. The usual travel from home to work is not counted as hours worked. However, there are some cases where an employee may perform an activity, as a requirement of his or her employing NAFI while traveling from home to work, that could result in such travel time being considered hours worked.

A19.3.2. Official Duty Station:

A19.3.2.1. Usually, an employee's home to work travel to his or her usual duty location or a job site within the limits of the official duty station is not considered compensable hours worked. For instance, if an employee travels directly from his or her home to a job site, located within the official duty station instead of reporting to his or her normal duty location, this is considered the usual home to work travel and is not compensable.

A19.3.2.2. The rules in this attachment are used to determine whether an employee is compensated for time spent traveling (in excess of the usual home to work travel) to a TDY station located outside the limits of the official duty station. When determining travel time entitlements, an employee may only have one "official duty station." If an employee reports to a headquarters located in one city, but usually works at a branch office or at various job sites located in another city, a NAFI

may establish the place where the employee performs the greater portion of his or her duties as the employee's "official duty station." In this case, the employee is not entitled to compensation for travel within the designated "official duty station."

A19.3.3. At a TDY Station:

A19.3.3.1. An employee is not compensated for the usual home to work travel. This same principle applies to the commuting time of NAFI employees while assigned to a TDY station overnight. The employee's TDY station is equivalent to the official duty station during the period of the TDY assignment. Therefore, the time spent by the employee commuting from his or her temporary lodgings (hotel, motel, etc.) to the usual duty location, or to a job site within the limits of the TDY station, is considered home to work travel. It is not considered worktime, unless it meets one of those specific conditions discussed in paragraph A19.1.1.

A19.3.3.2. When an employee, for personal reasons, does not use temporary lodgings provided at a TDY station and commutes daily from his or her home (or from temporary lodgings other than those specified at the TDY station), the daily home to work travel (commuting time) is not worktime. However, the employee's travel time, in excess of the usual home to work travel, to and from the TDY station on the first day of the temporary duty assignment, is considered hours worked. Of course, such travel must meet the rules for compensable travel time discussed in paragraph A19.5.

A19.3.4. While Driving a Passenger Vehicle. If an employee drives a passenger vehicle outside regular working hours (including outside corresponding hours on a nonworkday) from his or her home to a TDY station, the employee may only count as "hours of work" the time spent driving that is in excess of the usual home to work travel. This deduction of the normal home to work travel is also proper when the driver of a passenger vehicle picks up and drives another employee or a group of employees directly to a TDY station, if the driver was not required to do so by the employing NAFI. If the employee drives from his or her home directly to temporary lodgings at the TDY station (or between lodgings at one TDY station and another TDY station), this travel is not considered home to work travel and, therefore, is not deducted from compensable travel time.

A19.4. Travel Within the Limits of the Official Duty Station. Time spent by an employee in authorized travel, as part of a job assignment during the workday, is considered travel that is all in the day's work. Such travel time is counted as hours worked. This rule applies to time spent traveling by an employee (either as a driver of a vehicle or as a passenger in a vehicle) during regular working hours, within the limits of the official duty station. Also, when an employee must travel before or after regular working hours within the limits of the official duty station as a part of a job assignment that extends the employee's regular tour of duty, the time spent traveling is also considered hours worked. The usual home to work (work to home) travel and bona fide meal periods are not included in hours worked.

A19.5. Travel Away From Official Duty Station.

A19.5.1. Work Done While Traveling. Any work that an employee must do while traveling is counted as hours worked. When an employee is required by an employing NAFI to drive a vehicle, pilot an aircraft, or (when the seaman exemption does not apply) pilot a boat to a given destination, the time spent traveling is counted as hours worked. An employee who rides on such trips and who is required to help in operating the conveyance is working while riding, and such time spent traveling is similarly counted as hours worked. Also, any other employee required to work while traveling must have the time spent traveling counted as hours worked. Bona fide meal periods are deducted from hours worked. Under certain conditions, sleeping periods or periods when an employee is relieved from duty are not included in hours worked.

A19.5.1.1. When an employee is required to be on duty (traveling continuously) for 24 hours or more, authorized sleeping periods of not more than 8 hours may be deducted from hours worked, if adequate sleeping facilities are furnished and the employee can usually enjoy an uninterrupted period of sleep. However, if the sleeping period is interrupted by a call to duty, the interruption must be counted as hours worked and if the employee cannot get at least 5 hours sleep during the sleeping period, the entire time is working time.

A19.5.1.2. When an employee is completely relieved from duty for a period long enough to enable the employee to use the time effectively for his or her own purpose, this offduty period is not hours worked. For example, driver of an automobile terminates his or her travel at 0600 the next morning; or a security specialist guarding classified equipment aboard a train is relieved from duty at 1800 and is not scheduled to report for duty until 0600 the next morning.

A19.5.2. Travel as a Passenger on a One-Day Assignment. Travel as a passenger to and from a TDY station, outside the limits of the official duty station during the same day, is viewed as a part of the employee's principal duties for that particular day. The time spent in authorized travel as a passenger (by common carrier or by automobile) during the 1-day assignment is considered working time. Bona fide meal periods are deducted from hours worked. The unusual home to work (work to home) travel and time spent waiting at a common carrier terminal in excess of the normal waiting time, which occur outside regular working hours, are not included in hours worked.

A19.5.2.1. A common carrier may require an employee to arrive at a common carrier terminal at a designated predeparture time (for example, 30 minutes before the scheduled departure time of the common carrier). Such waiting time at the common carrier, from designated predeparture time until scheduled departure time of the common carrier, is counted as hours worked. Also, if an employee has to wait for a connecting flight at an intervening common carrier terminal to continue traveling to a TDY station, the usual waiting time at the intervening common carrier terminal is considered the usual waiting time and is counted as hours worked.

A19.5.3. Travel as a Passenger That Keeps an Employee Away From Official Duty Station Overnight. When an employee must travel as a passenger to a TDY station outside the limits of the official duty station and must remain at the TDY station overnight, such travel is in excess of the 1-day assignment and, therefore, is considered to be travel that keeps an employee away from an official duty station overnight.

A19.5.3.1. When an employee travels during regular working hours on regular workdays, the time spent traveling is considered hours worked. This rule also applies when an employee travels as a passenger during corresponding hours on a nonworkday (hours that correspond to an employee's regular working hours on regular workdays).

A19.5.3.2. When an employee travels as a passenger outside regular working hours (and outside corresponding hours on nonworkdays), the time spent traveling is not considered hours of work, if the travel keeps the employee away from the official duty station overnight and the employee performs no work while traveling. Thus, if an employee regularly works from 0900 to 1730 (with a 30-minute meal period), from Monday through Friday, travel performed during these hours on any of the 7 days of the workweek (including travel time on Saturday, Sunday or a holiday), is working time. Bona fide meal periods are deducted from hours worked. Time spent waiting at a common carrier terminal, in excess of the usual waiting time that occurs during corresponding hours on nonworkdays, is not included in hours worked.

A19.6. Special Situations.

A19.6.1. Travel by Mode of Transportation Other Than That Selected by the Employing NAFI. When an employee, for personal reasons, such as an aversion to flying, does not use the mode of transportation selected by the employing NAFI, the employee is credited with the lesser of that portion of the:

A19.6.1.1. Actual travel time that is considered worktime, under these instructions; or

A19.6.1.2. Estimated travel time that would have been considered worktime, under these instructions, had the employee used the mode of transportation selected by the employing NAFI.

A19.6.2. Travel at a Time Other Than That Selected by the Employing NAFI. Employing NAFIs must specify, within reasonable limits, the time during which authorized travel must be performed by its employees. To the maximum extent practicable, the travel of an employee away from official duty station is scheduled within the employee's regularly scheduled workweek. When an employee, for personal reasons, travels at a time other than the time selected by the employing NAFI or, for personal convenience, travels by an indirect route or interrupts such travel, the employee is credited with the lesser of that portion of the:

A19.6.2.1. Actual travel time considered worktime, under these instructions; or

A19.6.2.2. Estimated travel time that would have been considered worktime, under these instructions, had the employee traveled at the time and by the route selected by the employing NAFI.

A19.6.3. Travel That Involves Two or More Time Zones. If an employee's travel involves two or more time zones, the time zone from the point of the first departure for the workday is used to determine whether the employee performed the

travel during regular workhours (or during corresponding hours on nonworkdays). For example, an employee commences travel on Monday in Washington DC, with a short stopover in Denver, Colorado, and then travels to Los Angeles, California, later that same day. The eastern time zone (point of first departure for that workday) is used to determine whether the travel was performed during the employee's regular working hours. If the same employee later returns from Los Angeles, California, to Washington DC, on Saturday (a nonworkday), the pacific time zone is used to determine whether the travel was performed by the employee during hours that correspond to his or her regular workhours.

INSTRUCTIONS FOR COMPLETION OF AF FORM 2548

Section A--Completion of AF Form 2548 by the HRO

A20.1. This section explains the responsibility of the HRO in the completion of AF Form 2548, **NAFI Request for Personnel Action**.

A20.2. The following table indicates the specific blocks that are completed by the HRO on the AF Form 2548. Section B is used by the HRO to check the manager's input for accuracy and completeness. Completion of additional blocks is necessary as appropriate. The HRO is responsible for ensuring that all blocks indicated in sections A and B of this attachment are completed prior to filing the AF Form 2548 in the OPF. The AF Form 2548 must provide accurate information since it is used for completing official personnel actions on AF Form 2545, **NAFI Notification of Personnel Action**.

Table A20.1. Completion of AF Form 2548 by the HRO.

Item on AF Form 2548	Type of Personnel Action						
	N010, N012 N015, N016 N018, N020 N021, N022 N024	N030, N031 N034, N036 N037, N038 N040, N043 N045, N046 N047, N048 N049	N059, N060 N061, N062 N063, N064 N065, N066 N067, N068	N070, N072, N076, N079, N080, N081	N083, N084 N085, N086 N087, N089 N090, N092 N184, N895	N093, N094, N099	N891, N894
1. NAME							
2. CITIZENSHIP	X						
3. DATE OF BIRTH	X						
4. SSAN							
E. EMPLOYMENT CATEGORY	X						
5. MILITARY STATUS	X			X			
6. DEPENDENT STATUS	X			X			
7. SCD	X		X				
8. GRP INSURANCE	X		X		X		
9. RETIREMENT	X		X		X		
10. NOAC/NOA	X	X	X	X	X		X
11. EFFECTIVE DATE	X	X	X	X	X		X
12. FLSA	X		X			X	
13 thru 17. "FROM"			X			X	
18 thru 22. "TO"			X			X	

Table A20.1. Continued.

Item on AF Form 2548	Type of Personnel Action						
	N010, N012 N015, N016 N018, N020 N021, N022 N024	N030, N031 N034, N036 N037, N038 N040, N043 N045, N046 N047, N048 N049	N059, N060 N061, N062 N063, N064 N065, N066 N067, N068	N070, N072, N076, N079, N080, N081	N083, N084 N085, N086 N087, N089 N090, N092 N184, N895	N093, N094, N099	N891, N894
23. DUTY STATION	X		X				
24. LOCATION CODE	X	X	X				
G. INVESTIGATIVE REQUIREMENTS							
H. MEDICAL REQUIREMENTS							
I. TOUR OF DUTY							
J. SHIFT							
K. TIP OFFSET							
O. APPROVED BY							
PART 2 25. REMARKS	X	X	X	X	X	X	X
26. PROPER CLASS ACTION	X		X			X	
27. CLEARANCE	X	X	X	X	X	X	X
28. REMARKS	X		X			X	
PART 3 RESIGNATION							
PART 4 SUPERVISORS CERTIFICATION							

Section B--Completion of AF Form 2548 by Managers and Supervisors

A20.3. This section explains the responsibility of managers and supervisors in the completion of AF Form 2548.

A20.4. Management Personnel Request. These actions are a management personnel request for personnel action initiated to effect a personnel action on an employee. The many types of personnel actions that are used within the NAF personnel program and an explanation of each are found in Attachment 1. For the purpose of the table in this section, these personnel actions have been grouped into five different categories:

A20.4.1. Fill. Examples of this type of action include appointment, reinstatement, and reemployment.

A20.4.2. Nonduty. Examples of this type of action include LWOP, furlough, and the extension of such actions.

A20.4.3. Return To Duty. This action is used to return employees from a nonduty, nonpay status (e.g., LWOP, furlough, etc).

A20.4.4. Position Change. These actions are used when an employee changes positions or is given a pay increase. Examples of such actions include change of employment category, promotion, reassignment, change to lower grade or pay band, and pay adjustment.

A20.4.5. Separate. Examples of this type of action include termination, separation, removal, resignation for abandonment and separation for death.

A20.5. Management Position Request. These actions may be taken against both vacant and encumbered positions.

A20.5.1. Establish. This action is used to establish a new position, or to establish another position identical to one that is already established.

A20.5.2. Review. This action is used when the duties and responsibilities of a position have changed to the extent that submission of a new PG or PD for review and classification is necessary.

A20.5.3. Record Change. Examples of this type of action include changing the investigative or medical requirements of a position, or applying and changing tip offset.

A20.6. Employee Request. These actions are normally initiated by employees. Examples include resignation, retirement, change in military or dependent status, or name change.

Table A20.2. Completion of AF Form 2548 by Managers and Supervisors.

		WHEN									
	HOW	MANAGEMENT PERSONNEL REQUEST					MANAGEMENT POSITION REQUEST			EMPLOYEE REQUEST	
AF FORM 2548 ITEM	INSTRUCTIONS	FILL	NON-DUTY	RETURN TO DUTY	POSITION CHANGE	SEPARATE	ESTABLISH	REVIEW	RECORD CHANGE	SEPARATE	NAME CHANGE
PART I 1. NAME	Show name as it appears on employment application or on any action that will affect an employee. Example: Clark, John G. Leave blank when action does not apply to employee.	X	X	X	X	X		X	X	X	X
2.CITIZENSHIP	Leave blank for all actions.										
3. DATE OF BIRTH	Leave blank for all actions.										
4. SSAN	When item 1 is completed, enter the social security number.	X	X	X	X	X		X	X	X	X
A. KIND OF ACTION REQUESTED (1) PERSONNEL	Circle appointment, reassignment, resignation or write in the type of action being requested.	X	X	X	X	X				X	X
(2) POSITION ACTION	Circle establish, review, or abolish.						X	X	X		
B. REQUEST NUMBER	Optional.										
C. DATE OF REQUEST	Date form completed.	X	X	X	X	X	X	X	X	X	X
D. SPECIFY	Check block that applies.	X					X				

Table A20.2. Continued.

		WHEN									
	HOW	MANAGEMENT PERSONNEL REQUEST					MANAGEMENT POSITION REQUEST			EMPLOYEE REQUEST	
AF FORM 2548 ITEM	INSTRUCTIONS	FILL	NON-DUTY	RETURN TO DUTY	POSITION CHANGE	SEPARATE	ESTABLISH	REVIEW	RECORD CHANGE	SEPARATE	NAME CHANGE
E. EMPLOYMENT CATEGORY	Check category of employment, for example "Regular".	X	X	X	X		X	X	X		
F. PROPOSED EFFECTIVE DATE	Enter projected date.	X	X	X	X	X	X	X	X	X	X
5 THRU 12	These items are completed by the HRO.										
13 THRU 17	Complete position information from Position Control Register listing provided by the HRO.		X		X	X		X	X	X	
18 THRU 22	Complete position information from Position Control Register listing provided by the HRO.	X		X	X		18c 22a 22b 22c	18c 22a 22b 22c	X		
14 AND 19 PAY PLAN AND OCCU-PATIONAL CODE	Complete pay information from Position Control Register provided by the HRO.	X	14			X		14	X	14	
15 AND 20 GRADE, STEP	Complete information if position is established, otherwise leave blank.	X	15			X		15	X	15	
16 AND 21 ANNUAL SALARY OR HOURLY RATE	Enter rate of pay.	X	X	X	X		X	16	X		

Table A20.2. Continued.

		WHEN									
	HOW	MANAGEMENT PERSONNEL REQUEST					MANAGEMENT POSITION REQUEST			EMPLOYEE REQUEST	
AF FORM 2548 ITEM	INSTRUCTIONS	FILL	NON-DUTY	RETURN TO DUTY	POSITION CHANGE	SEPARATE	ESTABLISH	REVIEW	RECORD CHANGE	SEPARATE	NAME CHANGE
23. DUTY STATION	Complete on all requests for personnel action.	X	X	X	X	X		X	X	X	X
24. LOCATION CODE	Leave blank.										
G. INVESTIGATIVE REQUIREMENT	Check appropriate block(s).	X		X	X			X	X		
H. MEDICAL REQUIREMENTS	Check appropriate block(s).	X		X	X		X	X	X		
I. TOUR OF DUTY	Check appropriate block and indicate the number of hours employee will be guaranteed.	X		X	X		X		X	X	
J. ASSIGNED SHIFT	Complete for NA, NL, and NS positions. If locally authorized enter shift for NF employees.	X		X	X		X	X	X		
K. AMOUNT OF TIP OFFSET	Enter approved tip offset.	X	X	X	X		X	X	X		
L. SPECIAL REQUIREMENTS AND ADDITIONAL REMARKS	Enter any additional information necessary to support or explain the action.	X	X	X	X	X	X	X	X	X	X
M. REQUESTED BY	Enter the title of supervisor or manager requesting the action with appropriate signature.	X	X	X	X		X	X	X		X

Table A20.2. Continued.

		WHEN									
	HOW	MANAGEMENT PERSONNEL REQUEST					MANAGEMENT POSITION REQUEST			EMPLOYEE REQUEST	
AF FORM 2548 ITEM		FILL	NON-DUTY	RETURN TO DUTY	POSITION CHANGE	SEPARATE	ESTABLISH	REVIEW	RECORD CHANGE	SEPARATE	NAME CHANGE
N. FOR ADDITIONAL INFORMATION CALL	Self explanatory.	X	X	X	X	X	X	X	X	X	X
O. REQUEST APPROVED BY	Enter the title of approving official with appropriate signature and date.	X	X	X	X	X	X	X	X	X	X
PART III RESIGNATION	Completed by employee.									X	
PART IV SUPERVISOR CERTIFICATION	Completed by supervisor.					X				X	

GLOSSARY OF REFERENCES, ABBREVIATIONS, AND ACRONYMS

References.

NOTE: The user of this instruction is responsible for verifying the currency of the cited documents.

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AFI 31-501, *Personnel Security Program Management*
AFI 32-6001, *Housing Management*
AFI 32-6005, *Unaccompanied Housing*
AFI 34-101, *Services Programs and Use Eligibility*
AFI 34-201, *Use of Nonappropriated Funds (NAFs)*
AFI 34-202, *Protecting Nonappropriated Fund Assets*
AFI 34-209, *NAF Financial Management and Accounting*
AFI 34-302, *Nonappropriated Fund (NAF) Employee Retirement Plan Guidance and Procedures*
AFI 34-305, *Nonappropriated Fund Employee Group Health Plan*
AFI 34-306, *Nonappropriated Fund Employee Group Life and Accidental Death and Dismemberment Plan*
AFI 34-307, *Nonappropriated Fund Employee Flexible Benefits Plan*
AFI 34-308, *Nonappropriated Fund Workers' Compensation Program*
AFI 34-309, *Nonappropriated Fund Unemployment Compensation (UC) Program*
AFI 34-501, *Mortuary Affairs Programs*
AFI 36-205, *Equal Employment Opportunity (EEO) and Affirmative Employment Programs*
AFI 36-701, *Labor-Management Relations*
AFI 36-810, *Substance Abuse Prevention and Control*
AFI 36-1001, *Managing the Civilian Performance Program*
AFI 36-1201, *Discrimination Complaints*
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AFI 37-132, *Air Force Privacy Act Program*
AFI 38-401, *Instruction for the Air Force Suggestion Program*
AFI 91-202, *The Inspector General Complaint Program*
AFMAN 37-139, *Disposition of Air Force Records - Records Disposition Schedule*
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AFR 40-7, *Nonappropriated Funds Personnel Management and Administration*

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DoDD 1400.10, *Employment of Foreign Nationals in Foreign Areas,* 5 December 1980
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DoDI 1402.5, *Criminal History Background Checks on Individuals in Child Care Services,* 19 January 1993
DoDI 1404.12, *Employment of Spouses of Active Duty Military Members Stationed Worldwide,* 12 January 1989
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DoDM 1401.1-M-1, *Job Grading System Manual for Nonappropriated Fund Instrumentalities,* October 1981

EO 12953, *Actions Required of All Executive Agencies to Facilitate Payment of Child Support*
FPM Chapter 300, *Time-In-Grade Restrictions*
FPM Chapter 591, *Allowances and Differentials Payable in Nonforeign Areas*
FPM Supp 296-33, *The Guide to Processing Personnel Actions*
FPM Supp 315, *Career and Career Conditional Employment*
FPM Supp 512-1, *Job Grading System for Trades and Labor Occupations*
FPM Supp 532-1, *Pay Under Prevailing Rate Systems*

FPM Supp 532-2, *Federal Wage System - Nonappropriated Fund Employees*
FPM Supp 830-1, *CSRS and FERS Handbook for Personnel and Payroll Offices*
FPM Supp 870-1, *Life Insurance*
FPM Supp 890-1, *Federal Employees Health Benefits*
FPM Supp 990-2, *Hours of Duty, Pay and Leave*

JTR, Vol 2, *Joint Travel Regulations, Volume 2* (payment for official travel and transportation of U.S. Government employees)
PL 88-448, *Dual Compensation Act of 1964,* 19 August 1964
PL 92-392, 19 August 1972, amends Chapter 53 of Title V (fixing and adjusting rates of pay for prevailing rate employees)
PL 95-454, *Civil Service Reform Act of 1978*
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PL 101-509, *Federal Employees Pay Comparability Act of 1990,* 5 November 1990
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Title 5 U.S.C. 3326, (employment of retired members of armed forces)
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Department of State Standardized Regulations (Government Civilians - Foreign Areas), 2 April 1961

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Abbreviations and Acronyms

AAFES	Army and Air Force Exchange Service
AEP	Affirmative employment programs
AF	Air Force
AFI	Air Force Instruction
AFMAN	Air Force Manual
AFPD	Air Force Policy Directive
APF	Appropriated Fund
AWOL	Absent without leave
BBA	Business based action
CC	Child development
CCPO	Central Civilian Personnel Office
CPO	Civilian Personnel Officer
CSRS	Civil Service Retirement System
CT	Crafts and trades
DOD	Department of Defense
EEO	Equal Employment Opportunity

EEOC	Equal Employment Opportunity Commission
EMF	Employee medical folder
FBP	Flexible Benefits Plan
FEGLI	Federal Employees Group Life Insurance
FEHB	Federal Employees Health Benefits
FERS	Federal Employee Retirement System
FLSA	Fair Labor Standards Act
FMLA	Family and Medical Leave Act
FPM	Federal Personnel Manual
FWS	Federal wage system
GS	General schedule
HMO	Health Maintenance Organization
HRO	Human Resources Office
HQ AFSVA	Headquarters Air Force Services Agency
IRC	Installation records check
JTR	Joint Travel Regulations
LRO	Labor Relations Officer
LWOP	Leave without pay
MAJCOM	Major Command
MOU	Memorandum of Understanding
MRPF	Merged records personnel folder
MWR	Morale, Welfare, and Recreation
NAC	National Agency Check
NAF	Nonappropriated Fund
NAFI	Nonappropriated Fund Instrumentality
NAF-PS	Nonappropriated Fund Personnel Data System
NAF AO	NAF Accounting Office
NF	NAF pay band
NOAC	Nature of Action Code
NPRC	National Personnel Records Center
NTE	Not-to-exceed
ODM	Off-duty military
OJT	On-the-job training
OI	Operating Instruction
OPF	Official personnel folder
OPM	Office of Personnel Management
OPR	Office of primary responsibility
PCS	Permanent change of station
PD	Position description
PG	Position guide
PIP	Performance improvement period
RPL	Reemployment priority list
SCD	Service computation date
SCD-RIF	Service computation date-reduction in force
SCHRC	State criminal history repository check
SV	Services
T&A	Time and attendance
TDY	Temporary duty
THP	Transition hiring preference
UC	Unemployment compensation
ULP	Unfair Labor Practice
USAF	United States Air Force
USC	United States Code
VLTP	Voluntary Leave Transfer Program
VRR	Veteran's Reemployment Rights
WGI	Within grade increase