

DEPARTMENT OF THE NAVY

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COMNAVFORJAPAN/COMNAVREGJAPAN INSTRUCTION 12000.1

From: Commander, U.S. Naval Forces Japan/Navy Region Japan

Subj: SINGAPORE NATIONAL EMPLOYMENT MANUAL

Ref: (a) Total Compensation Comparability Plan for Singapore

Encl: (1) Singapore National Employment Manual

- 1. <u>Purpose</u>. To provide a comprehensive set of conditions of employment and compensation program provisions covering Foreign National Direct Hire (FNDH) appropriated fund employees of the U.S. Forces in Singapore. This directive is a significant revision and should be read in its entirety.
- 2. <u>Scope</u>. This instruction applies to all DoD components under the local area coordination of the U.S. Pacific Command Representative Singapore, who employ or plan to employ FNDH appropriated fund personnel. It does not apply to foreign national employees of non-appropriated fund instrumentalities (NAFIs), DoD agencies that are part of the U.S. Embassy, Singapore, Foreign Service National (FSN) workforce or to detachments of DoD agencies in Singapore which are located outside of the Republic of Singapore.
- 3. <u>Action</u>. All commands and activities employing or administering FNDH appropriated fund employees in Singapore are responsible for implementing the provisions of this instruction. It is effective upon receipt.
- 4. <u>Records Management</u>. Records created as a result of this instruction, regardless of media and format, must be managed per Secretary of the Navy Manual 5210.1 of January 2012.
- 5 <u>Review and Effective Date</u>. Per OPNAVINST 5215.17A, Commander, U.S. Naval Forces Japan, Foreign Labor Office will review this instruction annually on the anniversary of its effective date to ensure applicability, currency, and consistency with Federal, DoD, SECNAV,

and Navy policy and statutory authority using OPNAV 5215/40 Review of Instruction. This instruction will automatically expire 5 years after effective date unless reissued or canceled prior to the 5-year anniversary date, or an extension has been granted.

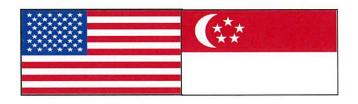
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Releasability and distribution:

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SINGAPORE \mathcal{N} ATIONAL ($S\mathcal{N}$) EMPLOYMENT MANUAL



SINGAPORE



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CHAPTER 1 GENERAL

- 1. Purpose. To issue policies and procedures for compensation and conditions of employment of Foreign National Direct Hire (FNDH) appropriated fund employees in Singapore; to comply with guidance and procedures set forth by applicable international agreements, U.S. laws and U.S. Department of Defense regulations; and to facilitate administration of the appropriated fund Singapore National (SN) employment system.
- 2. <u>Definitions</u>. Terms and acronyms used in this instruction with which a typical reader may not be familiar are defined in Appendix A.
- 3. <u>References</u>. The references, directives and other authorities from which this instruction is derived are in Appendix B, with explanation as appropriate.

4. Policy

a. General Policy

- (1) To maintain productive relations between the U.S. Forces and the Singapore workforce, by providing Singapore workers fair rates of pay and conditions of employment in line with practices prevailing in the Republic of Singapore.
- (2) To secure maximum operational efficiency and the most effective use of Singapore manpower resources in fulfilling civilian personnel requirements of the U.S. Forces.
- (3) To provide a uniform pattern of personnel management policies and practices throughout the U.S. Forces' Singapore workforce.

b. Personnel Policy

- (1) To the extent consistent with the authorities contained in Appendix B, and to the degree compatible with basic management needs and rights, employment practices and working conditions will generally align with customs and practices in the Republic of Singapore, as measured from time to time by the Embassy of the United States of America in Singapore and by the Republic of Singapore's Ministry of Manpower.
- (2) Employees will be treated fairly regardless of race, color, sex, religion, national origin, sexual orientation, family relationships or physical handicap in a manner that acknowledges their dignity as individuals.

- (3) The following steps will be taken by management to prevent nepotism and the appearance of or actual conflict of interest in the employment process:
- (a) The selection of an applicant must be based solely on the individual's qualifications.
- (b) Military or U.S. civilian managers and supervisors who have a family member or relative among the applicants may not participate in the selection process.
- (c) Military or U.S. civilian managers not appointed as recommending/selecting officials will refrain from any action which can be construed as recommending a particular candidate.
- (d) Employees shall refrain from recommending their own family members and shall make recommendations of other candidates only when requested. These recommendations must be based on the employee's own personal knowledge of the applicant's work performance, ability, aptitude, general qualifications, character or suitability. Management will refrain from considering unsolicited recommendations of candidates received from the candidate's own family members and will carefully consider the context in which valid recommendations are provided.
- (e) SN employees may not exercise direct supervisory responsibilities over other working members of their own family on a continuing or recurring basis.
- (4) The best possible selection, development and utilization of employees' services will be made in order to accomplish the missions of the U.S. Forces.
- (5) Compensation will be paid only as specifically authorized in Appendix B, references. In the absence of specific regulatory authorization, compensation will not be paid. U.S. Civil Service or U.S. military practices that differ from Singapore practices will not be assumed to automatically apply, or override practices specifically applicable to Singapore employees.

c. Dress Code Policy

(1) As the U.S. Forces represent the United States government to the public, it is important that our employees project competence, professionalism, and awareness of the norms throughout the communities we represent and serve. Therefore the appearance of employees should also be professional, in a way that conveys respect for colleagues, customers, and the work environment, and not pose a safety or health hazard or distraction from work. Individual positions may require more specific business attire to support mission requirements. Some employees, depending on the nature of their jobs, may be required to meet special dress standards, such as wearing uniforms, protective clothing or gear. Employees who do not have

special dress code requirements should use common sense in determining what is appropriate for their particular situation at work. Employees should follow basic requirements for safety and comfort and be neat and business like in appearance.

(2) The climate in Singapore dictates a more relaxed standard of dress. Nonetheless, dress should be suitable to the work setting (for example, very casual wear, such as flip-flops, halter tops, short pants, spaghetti straps, and bare midriffs, is not acceptable). U.S. Forces do not observe the custom of Casual Friday so employees should wear the same type of attire on Fridays as any other day of the work week. Supervisors and managers also have the responsibility to counsel employees whose hygiene, grooming or dress is inappropriate or results in disruption in the workplace. Ultimately, the dress code may be modified by a supervisor when it is necessary to accomplish mission requirements. The U.S. Forces welcome the diversity of our workforce, and seek to maintain freedom for personal expression without sacrificing the professional image essential to the performance of our missions. Questions regarding this guidance should be referred to the first line U.S. supervisor.

<u>CHAPTER 2</u> PERSONNEL PROVISIONS

- 1. <u>Personnel Instruction Formulation</u>. The US Department of Defense reserves the right to vary any one or more of the terms and conditions in this instruction from time to time, as it deems fit. The Commander U.S. Naval Forces Japan Foreign Labor Office (COMNAVFORJAPAN N10), in coordination through Commander, U.S. Pacific Fleet (COMPACFLT) with United States Indo-Pacific Command (USINDOPACOM) Service Components, will issue changes to this instruction under Appendix B, references 1b, 1c and 1d authorities. The Foreign Labor Office, at DSN (315) 243-1116, is the POC for questions or clarification of program polices stated in this instruction.
- 2. <u>Personnel Servicing</u>. Servicing is by Human Resources Office (HRO) Atsugi. Each employing activity will designate both a responsible official to exercise position management officer-type (PMO-type) authority, and a point of contact (POC) from which additional information can be obtained for requested Singapore personnel actions. The HRO Atsugi Satellite Office Chief, at DSN (315) 264-3422/3213 and his/her staff have primary responsibility for processing SN personnel actions and maintaining SN personnel records. This will be accomplished through and with on-site coordination by HRO Atsugi's Singapore Support Office at DSN (315) 421-2568. Approved Requests for Personnel Action (SF-52's) for recruitment, reappointment/conversion, promotions, etc. should be submitted as far in advance as possible by the employing activity POC.

CHAPTER 3 EMPLOYMENT

1. Appointment

- a. <u>Indefinite or Temporary</u>. Employees paid from appropriated funds may be appointed under 5 CFR Part 8.3, Rule VIII Appointment of persons not citizens of the United States. Temporary appointment will be designated "Excepted Appointment (Not to Exceed (Duration))", as applicable. Excepted appointments (NTE) will be for temporary periods of one year or less. Duration of these type appointments may be adjusted (shortened or lengthened) wherever necessary within the one-year limitation.
- b. <u>Services Agreement</u>. Employees paid from appropriated funds may also be appointed under the mechanism of a Services Agreement (SA) at the discretion of the hiring manager and HRO when the need for the position has been deemed temporary in nature. A Services Agreement (SA) is an agreement entered into by the U.S. Government and an individual, thereby establishing an employer employee relationship. The agreement may be extended by the Government for up to an additional (four) one-year periods. The total term of the agreement shall not exceed five years. If both parties desire to continue the relationship after five years, a new agreement must be drawn up. Temporary appointment will be designated "Excepted Appointment (Not to Exceed (Duration))", as applicable. Excepted appointments (NTE) will be for temporary periods of one year or less. Duration of these type appointments may be adjusted (shortened or lengthened) wherever necessary within the one-year limitation.

2. Separation – Not For Cause (except RIF)

a. Retirement

- (1) Under the Retirement and Re-employment Act (RRA), the minimum retirement age in Singapore is 62, but employers are required to offer re-employment to eligible employees up to the age of 67 for employees who have served the employer for at least 3 years before turning 62. The Employing Activity may offer eligible employees re-employment if they have at least a "Satisfactory" performance track record and continue to be medically fit for the job. The Employing Activity and employee shall discuss re-employment opportunities three months prior to the expected retirement date. New terms of employment shall apply if re-employment is offered. If a re-employment contract is offered, the duration of the contract will be for at least one year, renewable up to age 67. The terms of a re-employment contract may be adjusted in making reference to the Tripartite Guidelines on "Re-employment of Older Employees".
- (2) Employment Assistance Payment (EAP). In the event that, after a thorough review, re-employment opportunity is not available, the Employing Activity will offer eligible

employees who have completed at least 3 years of continuous service at age 62, a one-off EAP in accordance with Tripartite Guidelines.

- (3) Voluntary. An employee may voluntarily retire (with proper notification as described in paragraph d below) from his/her position upon reaching 62 years of age or anytime thereafter by submitting his/her request to retire through his/her supervisory chain of command. Employees are encouraged to visit their local CPF representative for a full understanding of their retirement benefits prior to voluntary early retirement. Upon receipt of the voluntary retirement request, activity POC will complete the SF-52, attach the employee's letter requesting retirement and submit the signed document to HRO Atsugi for processing. Subparagraph 2d of this Chapter states the advance notice period requirements.
- (4) Management-Initiated. If the employee does not submit a voluntary retirement and management no longer wishes to continue the employee in his/her current position due to operational requirements, it may submit the employee for retirement no earlier than the day the employee becomes 62 years of age. Such an action is considered a "Not for Cause" separation. An EAP will be provided to the employee, if the employee meets the re-employment criteria. This does not have to occur on or about the date the employee turns 62 years of age, but may done anytime thereafter, at the discretion of management. See subparagraph 2d of this Chapter for advance notification requirements.
- b. <u>Resignation</u>. An employee may resign at any time (in accordance with paragraph 2d below), subject to the conditions in paragraph 3 of this Chapter, by submitting a signed and dated SF-52 with the effective date of resignation and the reasons for resignation in the "Remarks" portion of the SF-52 to his/her immediate supervisor. If the employee does not wish to disclose his/her reasons for resignation, he/she may leave the "Remarks" portion of the SF-52 blank or put "For personal reasons". Employees are encouraged to visit their local CPF representative for a full understanding of their retirement benefits prior to resignation.
- c. <u>Death in Service</u>. Should an SN employee die, local decedent affairs instructions shall be followed. The activity POC shall complete an SF-52 with the date of the employee's death indicated and forward to HRO Atsugi with a copy of the death certificate attached. Assistance will be provided to the next of kin by the activity POC (assisted by the HRO Support Office if needed) on claims for CPF benefits, life insurance, and any unpaid compensation (including lump sum payment for accumulated and accrued annual leave to the employee's credit at the time of death) due to the employee.
- d. Advance notice period. An employee who voluntarily resigns or retires is required to give at least 30 calendar days' advance written notice to his/her employing DoD activity prior to the effective date of his voluntary resignation or retirement. If the employee terminates his/her employment before the end of the required period of notice due from the employee, the employee must reimburse the employing activity for the remainder of the notice period. See Chapter 7 Section A subparagraph 6d(2) regarding how reimbursement is to be computed.

Likewise, if the employing activity desires to separate the employee upon his/her reaching mandatory retirement age, a 30 calendar days' advance written notice is required. In situations where the employing activity wishes to effect the separation action before the expiration of the 30 calendar days' advance notice, reimbursement to the employee in accordance with Chapter 7 Section A, subparagraph 6d(2) similarly applies.

3. Severance Pay

- a. <u>Eligibility</u>. All SN employees in permanent full-time or part-time positions are covered by this paragraph when their employment is terminated, except:
- (1) Employees who are separated "for cause" and such discharge meets the criteria of Singapore labor laws. Assistance may be sought by the employing activity with local legal counsel to advise whether a "for cause" separation will be considered as such by the local labor court. If not, severance pay will be provided if the employee is otherwise eligible.
- (2) Employees who die in service, resign, submit their voluntary retirement, or who reach mandatory retirement age and are "retired" by management on or after their 62nd birthday.
- (3) Employees separated from full-time appointments and re-employed, without a break in service, under part-time appointments or vice-versa.
- (4) Employees separated from temporary appointments made under paragraph 1a of this Chapter.
 - (5) Employees who are separated as a result of a medical disability.
 - (6) Employees who previously received severance payment.
- (7) Employees who are employed under a Services Agreement for a fixed term period of one (1) year (whether or not such terms are renewed and irrespective of the number of renewals) and whose term of employment expires in accordance with the Services Agreement.
 - b. Amount of Payment. Eligible employees are entitled to severance pay as follows:

Completed Years of Creditable Service	Percent of Annual Base Rate paid for each completed year of service
Less than 4 years	6.0%
4 to 10 years	6.8%
11 or more years	7.3%

A prorated amount will be paid for a partial year's service.

Severance payment will be computed on the basis of the employee's average monthly salary. Average monthly salary is the average monthly salary paid the employee during the last 12 months of service. Average salary is defined for severance pay purposes as the adjusted basic rate (ABR). Average salary does not include irregular or occasional payments such as bonus or premium pay.

- c. <u>Creditable Service</u>. The following criteria govern the determination of creditable service for severance pay purposes:
- (1) Documented continuous service with U.S. government agencies under a non-temporary direct-hire appointment or a SA for which severance pay has not been received. Continuous service is service without a break or more than three (3) calendar days.
- (2) Creditable service includes employment under a "temporary" appointment, however, that is converted to a non-temporary appointment or to a SA without a break in service or more than three (3) calendar days.
- (3) Includes service performed under a SA when employees are not granted severance pay at the expiration of their SA because (a) the service agreement is to be renewed, or (b) the employee transfers to a direct-hire position without a break in service of more than three (3) calendar days.
 - (4) Creditable service does not include any SA time with the Peace Corps.
- (5) Creditable service does not include indirect employment (also known as "non-personal services").
- (6) Excludes periods of leave without pay in excess of 2 weeks. These periods are deducted from total creditable service.
- (7) Part-time service will be pro-rated according to the number of regularly scheduled hours in the employee's workweek.
- (8) Does not include any period of time in which an individual provided services to a U.S. government agency under a purchase order.
- d. <u>Refunds of Payment</u>. Persons who have received severance pay from the U.S. government and are re-employed by a U.S. government agency in Singapore shall not be permitted to refund any portion of the payment. Eligibility towards new severance pay entitlements shall begin as of the date of re-employment.

e. Transfers Between U.S. Government Agencies

- (1) Between Agencies within Singapore. Severance pay is not authorized to employees who transfer between DoD employing activities within Singapore. Transfers are considered a change in employment from one DoD employing activity to another without a break in service of three (3) calendar days or more. Service credit toward severance pay entitlements which has been earned through employment with the losing employing activity is transferred to the gaining employing activity. The gaining DoD employing activity will assume all obligations for severance pay for prior creditable periods of service with any U.S. government agency, if the employee is entitled to severance pay on final separation. For transfers involving other civilian U.S. government agencies, the interagency funding (if necessary) is to be resolved on a case-by-case basis prior to the effective date of the employee transfer.
- (2) Between or Within U.S. Government Agencies in Different Countries. The policy stated in paragraph 3e(1) of this Chapter applies. Under these circumstances, service credit toward severance pay entitlements, earned under the terms of the losing employing activity's plan would be transferred to the gaining employing activity's plan unless so precluded by local labor laws or country to country agreements of the country in which the employee is being transferred. If this is the case, the employee will be entitled to payment of severance pay entitlements upon transfer outside Singapore. The employee will then accrue creditable service and service pay entitlements under the terms of the severance pay plan in the country to which transferred.
- f. <u>Appeals</u>. If disputes arise involving severance pay entitlements or requirements, the employee has the right to appeal to the Foreign Labor Office (FLO), COMNAVFORJAPAN. The decision of the FLO shall be final. Employees who wish to challenge a severance pay determination shall follow the grievance procedures in Chapter 7 Section B.

4. Position Management

- a. <u>General</u>. Position management involves the allocation of work to civilian and military positions in a manner that maximizes command resources. Each DoD command in Singapore is responsible for the effective position management of its own SN workforce.
- b. <u>Prior Approval</u>. The COMNAVFORJAPAN Foreign Labor Office (FLO), in carrying out its delegated responsibilities from COMPACFLT, must be apprised of any plan to restructure or realign the workforce prior to any discussion or notification of such prospective actions to the Republic of Singapore government or the workforce. The POC for review of any planned actions of this type is the Foreign Labor Office (FLO). Since reallocation or work of military and U.S. civilians may have an impact on the position titles and grade levels of SN employees,

all changes to the existing organizational structure in all Navy and other DoD activities under the oversight of COMNAVFORJAPAN must be reviewed and pre-approved by the FLO.

- c. <u>Duties and responsibilities</u>. For all DoD activities in Singapore having separate reporting chains, the activity shall designate a Position Management Officer (PMO). This responsibility shall be exercised by an official having authority to commit the activity to a course of action. Advisors to the PMO, either individually or as voting and/or non-voting members of an activity Position Management Board (PMB), would normally include the business manager (if not designated as PMO), comptroller (e.g. N8), overall manpower director (e.g. N1) and members of their staffs. Specific duties and responsibilities are outlined below:
- (1) Position Management Officer (PMO)/Position Management Board (PMB). The PMO/PMB approves/disapproves all requests for upgrades or downgrades of SN positions, realignments of work within individual departments, requests for temporary additional positions. In cases of realignment of functions within or between Navy commands in Singapore, the PMO/PMB should develop complete decision-making packages upon which to base PM decisions, to include any required documents justifying establishment of new positions. Requests for permanent additional SN positions and actions which result in downgrading or upgrading, or otherwise may be perceived to adversely impact members of the SN workforce should be approved by the activity head.
- (2) Comptroller. The activity Comptroller normally provides the activity head/PMO/PMB with a budget impact statement relative to all position requests requiring approval. The statement outlines both current available and out-year labor funding, and recommends whether the requested action should be approved based upon availability of current funding.
- (3) Manpower Director. The Regional manpower director normally provides the PMO with an impact statement relative to all requests requiring the approval of the PMO, PMB or activity head. The statement outlines whether a department's request is consistent with existing functional statements and other position descriptions in the organization, whether the proposed assignment of work is consistent with Navy or other DoD position management requirements, and whether it avoids unnecessary fragmentation of higher graded duties or unnecessary levels of supervision. In the case of requests for temporary or permanent additional positions, the manpower director will note whether the request is consistent with the most recent efficiency review. The manpower director will take all necessary actions to request modifications to latest efficiency reviews based upon mission or workload changes.
- (4) Senior Military and U.S. Civilian Managers and Supervisors. As delegated by the activity head, senior military and U.S. civilian managers and supervisors (typically, department and division heads) may realign the work of their civilian staffs to ensure efficiency of operations. In cases where changes to work assignments within individual departments or

offices do not result in changes in grade or requests for additional resources, the new position description may be updated and processed by HRO without requiring action by the PMO. A copy of the updated position description will be forwarded to HRO Atsugi for post-audit. SN positions shall be structured to minimize layering and fragmentation of grade controlling duties.

5. Recruitment, Selection and Placement

- a. <u>Filling Vacant Positions</u>. The filling of all vacant, direct-hire, appropriated fund positions must be coordinated with HRO Atsugi prior to local announcement. This includes lead-time recruitment actions in consonance with an employee's mandatory retirement date or the effective date of an employee's voluntarily submitted resignation. The following pre-recruitment procedures are to be completed before a vacant position can be announced:
- (1) The requesting department or tenant activity will submit to HRO a properly completed SF-52 with approval indicated thereon from the activity comptroller to fill the vacancy. A sample recruitment SF-52 is provided at Appendix C. The requesting activity will designate a Point of Contact (POC) who will be responsible for coordinating all personnel actions with HRO Atsugi in a timely and efficient manner. The activity POC will ensure that the SF-52 is complete and all approval authorizations are obtained prior to submission to HRO Atsugi.
- (2) If the vacancy is to an established continuing position, the SF-52 will be sent to HRO Atsugi for pre-recruitment clearance. If the vacancy is to a newly established or modified position due to reorganization, changes in mission or for other reasons, a request for establishment of the new position or reclassification of the existing position must accompany the recruitment request. This includes requests to establish/recruit for identical additional positions as a result of additional workload. A sample SF-52 request for reclassification is provided at Appendix D. Upon classification of the position, HRO Atsugi will notify the activity POC that local recruitment efforts may begin.
- (3) All appointments to appropriated fund SN positions at Navy commands in Singapore made on an indefinite basis are subject to successful completion of a one-year probation period unless otherwise requested by the activity PMO/PMB and coordinated by HRO Atsugi. Indefinite appointments, in order to be considered full-time, must provide for enough hours worked and be at a sufficiently high step within the pay grade that the monthly salary of the SN employee exceeds the minimum monthly salary level for skilled labor under Singapore employment law.
- b. <u>Announcements</u>. Vacant permanent positions will be announced by HRO Atsugi for a minimum period of two weeks using the format at Appendix E. Job-related criteria and crediting plan for the rating of applicants must be submitted concurrently to HRO Atsugi with the request to announce the position. Announcements that differ from the format of Appendix E must be reviewed and approved by HRO Atsugi prior to dissemination. Current members of the DoD SN workforce will be considered for these vacancies by submitting a written request and application for the specific vacancy. Management may request HRO Atsugi to advertise the position concurrently in other recruitment venues for external applicants while the local announcement is

open or it may request to delay the search for external applicants until the review of available internal applicants has been completed.

- (1) Certificate of Eligibles. After the closing date for the vacancy announcement, all applications will be evaluated for eligibility and qualifications and the certificate of eligibles will be prepared by HRO Atsugi. For qualification requirements involving post-secondary degrees, acceptable degrees include any obtained from the post-secondary institutions (autonomous and private universities for degrees only) on the Ministry of Education Post-Secondary web page at http://www.moe.gov.sg/education/post-secondary/. All eligible and qualified candidates, whether merit promotion in-house candidates or external applicants, will be listed on the certificate in alphabetical order. The Certificate of Eligibles for selection will then be provided to the requesting activity POC to complete the selection process. All selections under vacancy announcements will be based upon a review of job-related prior experience, performance, and education and training. To the greatest extent possible, identifying non-merit factors such as gender, age, race, color, religion, ethnicity, or non-disqualifying physical or mental handicapping condition shall not be disclosed on the certificate or on candidates' applications. Certificate of Eligibles with 3 or more qualified applicants rejected without a selection will not be reannounced prior to the expiration of 180 days from the date of the initial certificate issuance.
- (2) Noncompetitive Actions. Management reserves the right to fill vacant positions through noncompetitive promotion or reassignment. Not all positions, however, may be filled noncompetitively; each case must be judged according to the situation. Positions which are upgraded due to a change in duties to the existing position will normally be filled by the noncompetitive promotion of the incumbent subject to the approval of the activity head. Reassignment of a SN employee to a vacant position at the same grade level which does not have promotion potential may be made, provided the selectee meets the minimum qualifications for the position. Requests to take these actions must be forwarded to HRO Atsugi for technical review, along with all relevant documentation, prior to informing the incumbent or selectee of the prospective action.
- (3) Pay-Setting. The starting salary of the selectee will be determined by HRO Atsugi, after notification of the identity of the selectee, per generally acknowledged pay-setting policies issued by higher level authorities. Most new appointments, however, should be at the first pay step of the position grade. Pay-setting at a step above the first step of the grade at time of initial hire is permitted and, in some cases, necessary, when to do otherwise would set the salary at or below the minimum monthly salary level established by the Singapore Ministry of Manpower. Authorization to set pay above the minimum step for new hires, except in the latter described situation, is retained by the Atsugi HRO Chief. Advanced-in-hire rate requests must be submitted to the Atsugi HRO Chief along with a supporting justification. The Atsugi HRO Atsugi will review the reasons and process the request, unless the request is inconsistent with generally accepted pay-setting policies. In such instance, the matter will be referred to the Foreign Labor Office for decision.

c. Selection Procedures

- (1) General. Selections will be based upon job-related criteria for the specific job announced. If a rating or ranking panel is used, each panel member will keep a record of his/her deliberations on how they rated each eligible candidate against the job-related criteria. Job-related criteria and the related crediting plan will be developed in advance of panel deliberations by subject matters experts and/or HRO Atsugi.
- (2) Interviews. Senior military and U.S. civilian managers and supervisors, who are designated as Selecting or Recommending Officials by the activity head, may determine whether to interview any, all or none of the applicants. Applicant Interview Summaries (Appendix F) should be retained for documentation purposes.
- (3) Selecting Official. Senior military and U.S. civilian managers and supervisors who are appointed as Selecting Officials are not bound by the ratings/or rankings of the recommending panel, but may use any or all of the information submitted to determine whomever he/she feels will best fit the requirements of the position. The selecting official must document the basis for his/her selection in writing and include this in the merit promotion folder maintained by HRO Atsugi. The selecting official is required to discuss reasons for non-selection with any internal applicant, upon his/her request, for such a discussion. Reasons for non-selection must be explained based upon experience, performance, education or training, and requirements of the position. Discussion should also include suggestions to enable the applicant to be more competitive in the future. The qualifications of the selectee will not be discussed and compared with those of the non-selectees.
- d. Trial (Probationary) Period. The trial or probationary period is the initial period of service with a DoD activity. All newly-hired SN employees are required to serve a probationary period of two years. If found unsuitable or unqualified for continued employment, a SN employee may be terminated prior to the expiration of the two-year probationary period without specific cause being given. A SN employee who has already completed a probationary period with any U.S. Federal Government agency in Singapore and is hired without a break in service by a U.S. Forces activity is exempt from serving another probationary period unless selected for a supervisory or lead position. An employee is required to serve one year of probationary period upon initial appointment to a supervisory or lead position. An employee who is reassigned, transferred, or promoted from one supervisory position to another supervisory or lead position while serving a supervisory probationary period is subject to the probationary period prescribed for the new position. Service in the former supervisory or lead position will count towards completion of the supervisory probationary period in the new supervisory position. Satisfactory completion of the supervisory probationary period will be required for continued service in the position. An employee promoted to a supervisory or lead position who, for reasons of unsatisfactory performance or conduct, does not complete the supervisory probationary period

may face appropriate disciplinary action up to removal or may be assigned to a non-supervisory position at a grade and pay no lower than the one the employee left to accept the supervisory position. A written notice will be issued to the employee if he/she fails to demonstrate the ability to perform the supervisory duties related to the job. The notice will be issued by the employee's supervisor in coordination with HRO.

- e. <u>Pre-employment Processing</u>. HRO Atsugi will notify all prospective new SN hires of any information and documentation required to be brought with him/her so that he/she may be processed on-board the rolls of the employing DoD activity. A security interview and investigation may be conducted to confirm suitability for employment. Entrance-on-duty (EOD) date will only be set upon successful completion of the background check. The successful candidate will be required to undergo and pass a pre-employment physical examination prior to entrance on duty or prior to promotion or reassignment to a new position if the position has mandatory physical and/or other certification requirements different from the position currently occupied.
- f. <u>Time-In-Grade Requirement</u>. A minimum period of 26 consecutive weeks in grade is required for eligibility for promotion to the Singapore National (SN) pay table grades SN-2 through SN-4. A minimum period of 52 consecutive weeks in grade is required to be eligible for promotion to the next higher grade within SN-5 to SN-12, inclusive.
- g. Details and Temporary Promotions. SN employees may be assigned on a temporary basis to perform significantly new and different work not specifically addressed in their position descriptions or to fill in for employees on extended absence. No documentation is required for short-term details of thirty (30) calendar days or less. Details in excess of 30 calendar days to the same grade level may be made noncompetitively for up to 120 calendar days but require the submission of an SF-52 to initiate the processing of the formal personnel action. Temporary assignments to higher graded positions for more than 90 calendar days but less than one year must be accomplished by temporary promotion via competitive procedures. Employees must meet time in grade requirements for temporary promotions. Management requests for details beyond 120 calendar days and for temporary promotions are to be submitted via SF-52 and processed in the same manner as filling a vacant position, since both actions must be documented by an SF-50. Temporary promotions may not exceed 180 calendar days.

6. Reduction-In-Force (RIF)

a. <u>General</u>. If it becomes necessary to reduce the number of SN employees at a DoD activity for such reasons as lack of funds, reduction in workload, or a decrease in employment ceiling, some employees may be separated under reduction-in-force (RIF) procedures to meet employment goals or limitations. Management will attempt to use retirements, employee turnover, or reorganizations prior to implementing a RIF; however, should a RIF become necessary, the following procedures in paragraph 6 of this Chapter apply.

- b. <u>Coverage</u>. The provisions of this plan are applicable to all full-time permanent SN employees, irrespective of funding source, whose last performance rating was Acceptable (or the equivalent of Fully Successful). Employees who have a less than Acceptable performance rating may be separated for cause for failure to meet required performance standards (see Chapter 4 subparagraph 2f. Such action should be strongly considered prior to effecting employees who are performing at an acceptable level. Any SN employee with less than permanent status will be separated before RIF procedures are used.
 - c. <u>Definitions</u>. The following definitions are used in describing RIF procedures:
- (1) Designated Area for Competition. Each employing activity shall be its own designated area for competition. If there is more than one location within the country, all locations of the same employing activity will be considered to be in the same competitive area.
- (2) Competitive Level. All positions in a designated competitive area that are of the same grade level and are sufficiently alike in qualifications, requirements, duties, pay schedule, and working conditions, so that the incumbent of any one position could be assigned to any of the other positions without undue interruption of the mission of the employing activity. In most cases, this means only employees in the same classification series or possibly a closely related series, grade, and work schedule would be in the same competitive level.
- (3) Retention Register. A listing of all SN employees at a competitive level in the designated area arranged according to the number of retention points of each individual.
- (4) Retention Points. The total number of positive and negative points which may be assigned to each employee on the retention register according to the guidelines below.
- (5) Retention Standing. The precise rank of an employee on the retention register based on the total number of retention points, positive and negative.
- d. <u>Competitive Area</u>. When RIF action is necessary, employees selected for separation will be determined as follows:
- (1) The employing activity concerned will select the number and type of positions (by occupation and grade levels) to be eliminated;
- (2) HRO Atsugi, in conjunction with the POC of the requesting activity will prepare retention register(s) listing employees who encumber positions which entail duties designated for elimination. Retention registers will be unique for that employing activity. The retention

register lists employees with the same title and grade for each competitive area and level, and will list employees in descending order according to total retention points. A SN employee who is on the bottom of the retention register shall be the first one to be separated.

- (3) Each employing activity will have its own retention register and cannot include employees from another activity.
- (4) When deemed in the best interest of DoD and with the approval of the activity head and COMNAVFORJAPAN FLO, the employing activity may elect to move personnel from one duty location to another as part of the RIF. Within each employing activity, the retention registers may be combined for the country as a whole or remain separate for each duty location.
- e. <u>Priority on the Retention Register</u>. Priority on the retention register is determined by a point system calculated as follows:

(1) Plus Points

- (a) 1 point for each full year of creditable service. This shall include time as a direct-hire employee or under a Personal Services Contract. Any time in excess of nine months remaining from the number of full years shall be deemed to be a full year for point credit.
- (b) 3 points for each award within the last four years under the incentive awards program and/or for receipt of a meritorious step increase within the last three years.
- (c) 1 point for each official recognition of superior performance (other than monetary awards), such as a letter of appreciation, or non-monetary award issued in the last four years. Such official recognition must be included in the employee's OPF to be considered for point credit.
- (d) 2 points for each formal training course successfully completed within the last six years which is directly job-related. All courses must have been taken after the employee entered on duty. A memorandum signed by the employee's supervisor, certifying that the course is job-related, must be included in the employee's OPF to be considered for point credit.

(2) Minus Points

(a) -6 points for each official reprimand included in the employee's record in the last two years, but only if the reprimand is independent of an incident for which points are otherwise deducted under subparagraph 6e(2) of this Chapter. Letters of Caution are informal disciplinary actions and thus are not included or counted against the employee in a RIF situation.

- (b) -10 points for each 8 to 24 hour period (1 to 3 workdays) or instance of absence without leave (AWOL) documented on time and attendance reports in the last five years (-3 points for less than an 8-hour period of AWOL).
 - (c) -10 points for each suspension from duty.

NOTE: If there is a pending grievance decision regarding any issue under this Chapter, the minus points assigned will remain in full force and effect for purposes of the calculation of the retention register until such time as a decision reverses the matter at issue.

(3) In a case where two or more employees have the same number of points on the same retention register, the lowest level U.S. supervisor who is in the line of supervision over the tied employees will determine their relative standing on the register.

f. RIF Processing

- (1) Whenever possible, HRO Atsugi or activity POC will personally deliver the written advance notice of the employing activity's intention to RIF at least 30 full calendar days before the effective date of separation. In counting the days of the notice period, the day the notice is recorded as delivered is omitted. If a full 30 calendar days' notice cannot be provided, the payment provisions of Chapter 7 Section A subparagraph 6d(2) apply.
- (2) The notice will state specifically what action the employing activity intends to take, the effective date of that action, the employee's designated area and competitive level, and his/her service computation date. The notice will also describe the employee's right to appeal the RIF action.
- (3) The employee will remain in a duty status during the notice period, unless there are unique extenuating circumstances that preclude it. These must be reviewed by the FLO, COMNAVFORJAPAN, before a decision is made not to have the employee in a duty status during all or part of the notice period. During this period, the employee should use any excess annual leave which cannot be paid in a lump sum and the employing activity should cooperate in assisting the employee in allowing him/her to use excess annual leave during this period. If such requests do not unduly interfere with employing activity mission, the employee may request annual leave that is not excess leave during the notice period.
- (4) An employee has the right to appeal to his/her employing activity head after receiving notice of intent to separate under RIF if the employee believes the employing activity has applied regulations incorrectly. The employee may not appeal the determination as to which position is to be abolished. An appeal must be made in writing and must be received not later than ten (10) calendar days after receipt of the advance notice. The employee may also request in writing the opportunity to appear in person to present the appeal.

g. Out-placement Assistance. Employees identified for separation under a RIF will be assisted to the maximum extent possible in locating other employment, including placement in other DoD employing activities in Singapore. Employees desiring such assistance should contact HRO Atsugi or their activity POC for possible placement opportunities. Placement into another employing activity is not automatic or obligatory and is contingent upon the match of skills, abilities, education, and experience of the RIF'd employee to the duties and requirements of the position in the activity with the vacancy.

<u>CHAPTER 4</u> TRAINING, PERFORMANCE MANAGEMENT AND AWARDS

1. Training

- a. Approval. All training supported by government funds must be directly job-related and pre-approved; subject to both these conditions, DoD entities have the discretion to authorize payment of tuition for individual courses at local universities, schools or training centers. Otherwise, tuition assistance is considered compensation and must be approved for application to the workforce by the USINDOPACOM JLPC. Currently, there is no authority to expend government funds to obtain a degree. Training is not an entitlement and may be approved or disapproved on a case-by-case basis subject to the availability of funds. Supervisors are encouraged to counsel employees during the annual performance appraisal cycle on training that would improve their performance.
- b. <u>Defense Workforce Acquisition Improvement Act Training (DAWIA)</u>. SN employees performing work equivalent to that appropriately classified to Contract Administration are authorized to participate fully in all appropriate training required under DAWIA as approved by their immediate supervisors. Establishment of individual development plans in accordance with DAWIA is also encouraged, where appropriate.
- c. <u>Mandatory Training</u>. Training in occupational safety and health, network security, and prevention of sexual harassment must be offered on-site at least annually. It is the responsibility of individual employing activities to budget adequately for the training of their assigned SN employees.
- d. Skills Development Fund (SDF). Since 1979, the Singapore government has maintained a Skills Development Fund (SDF) to develop and upgrade the skills and expertise of employees. The SDF is administered by the Singapore Workforce Development Agency (WDA). The SDF was established with the primary objective of encouraging employers to invest in upgrading the skills of the workforce. WDA subsidizes course fees as an incentive to defray the training cost of companies who send their employees for training. It is primarily financed from the levy contributed by employers. The levy collected is used to provide training assistance to companies for the training of their employees to equip them with the necessary skills to meet the workplace needs. More information can be obtained from www.sdf.gov.sg.

2. Performance Management

a. The performance management process (PMP) is a four-level summary rating performance management system to integrate performance, pay, and awards with basic management functions, to improve individual and organizational effectiveness, and to accomplish agency mission and goals by providing a fair and open means to:

- (1) Communicate and clarify mission and organizational goals and objectives;
- (2) Identify employee, team and managerial accountability for the accomplishment of goals and objectives;
- (3) Involve employees in improving organizational effectiveness and in assessing employee, team and organizational effectiveness and performance;
- (4) Use appropriate measures of performance to recognize and reward employees and use the results of performance appraisal as a basis for appropriate personnel actions;
 - (5) Effect probationary actions;
 - (6) Grant or delay within-grade increases;
 - (7) Involve employees in program development and implementation;
- (8) Encourage employees to take responsibility to continuously improve, support team endeavors, develop professionally, and perform at their full potential;
 - (9) Effect separation, reassignment or demotion based upon performance;
- (10) Integrate performance management into other human resource programs including position classification, staffing and employee development.
 - b. Performance Standards. There are four performance standards:
- (1) Exceptional Contributed results far superior in quality, quantity and/or impact to the stated critical element. Accomplishments and outcomes were of such magnitude that they contributed to the organization exceeding its mission goals and objectives for the year. Developed new or improved processes that contributed significantly to the success of the organization. Demonstrated high standards of teamwork and cooperation.
- (2) Satisfactory Effectively accomplished the stated critical element by achieving results that were technically sound, accurate, meticulous, documented and met applicable authorities, standards, policies, procedures and guidelines. Planned, organized, prioritized and scheduled own work activities to deliver the critical element in a timely and effective manner, making adjustments to respond to changing situations as necessary. Represented the organization or work unit effectively through teamwork and cooperation.

- (3) Needs Improvement Minimum level of performance for retention. The quality and quantity of the employee's work are below the level of sound performance, but improvement is possible.
- (4) Unsatisfactory Inadequate level of performance. The quality and quantity of the employee's work consistently do not meet the assigned work requirements of the position.
- c. <u>Rating Period</u>. The rating period for all SN employees will be a twelve month period starting 1 July and ending 30 June each year. For all employing activities serviced by HRO Atsugi, HRO's Singapore Support Office will be responsible for local coordination and timely completion of the annual performance rating plan. An employee must be in an established performance plan, i.e., one which he/she acknowledged by affixing his/her signature, or had the opportunity to do so but refused, for a period of at least 90 calendar days in order for his/her performance to be evaluated during the rating period. If the latter situation arises, the supervisor will have a witness verify that the supervisor gave the employee an opportunity to sign off on his/her performance rating plan but the employee refused. The supervisor will make a memo for the record with the date and time of the employee's refusal before a witness.
- d. <u>Supervisory Responsibilities</u>. Supervisors are to complete Appendix G within 30 calendar days of the beginning of the rating period, establishing specific performance goals for those employees involved in projects or programs having a specified completion date and defined objectives. The use of non-critical elements is prohibited. Employees are to acknowledge that supervisors are authorized to establish deadlines, quantity and quality goals for measuring performance in their development of these critical rating elements. It is extremely important that employees receive their goals and objectives as early as possible in the rating period and are fully aware of the standards by which their performance will be judged by their immediate supervisor during the rating period.
- e. <u>Counseling</u>. Supervisory counseling shall be performed in connection with the annual performance evaluation and annual step increase, and may be performed at other times as necessary. More frequent counseling at least on a quarterly basis is strongly recommended. While no specific counseling procedures are mandated, the following guidelines should be followed by immediate supervisors:
- (1) Within the first two weeks of a new employee reporting or being assigned to his work unit, and annually thereafter, the position description should be completely reviewed with the employee. Each duty listed on the employee's PD should be discussed and both supervisor and employee should reach an understanding of what achievements represent an acceptable level of performance and what achievements represent a commendable level of performance. The achievements should be determined in the form of quantitative goals wherever possible.

- (2) Each semi-annual review should result in an understanding of what progress the employee has made in fulfilling the duties and tasks assigned. The immediate supervisor will also take this opportunity to inform his/her Department Head of the progress being made by the employee. The form will be signed and dated by both the rater and the employee.
- (3) The annual review, conducted in conjunction with the annual performance rating, must show the performance of the employee against not only the goals established in connection with his/her PD but with the performance evaluation factors as well.
- (4) The end result of this counseling should be an honest understanding on the part of both supervisor and employee based on the supervisor's expectations of the employee's performance and how the employee has measured up to these expectations.
- (5) At any time a supervisor concludes that an employee's performance has been unsatisfactory or unacceptable, adherence to subparagraph 2f of this Chapter pertains.

f. End of the Year Performance Evaluation Form Processing

- (1) The activity point of contact will forward a completed copy of Appendix G for each employee to the respective department heads not later than one month prior to the conclusion of the rating year in preparation of the annual performance rating.
- (2) The performance of each individual under a rater's cognizance will be reviewed and carefully evaluated based on the quality of the employee's work, job-related conduct and skill. First-line supervisors who rate SN employees will discuss their proposed final ratings with the appropriate senior manager (normally the department head) prior to discussing the ratings with their employees.
- (3) As will be noted on the form, employees will be rated as "Exceptional", "Satisfactory", "Needs Improvement", or "Unsatisfactory". In order for a rating of less than "Satisfactory" to be issued, the procedures in subparagraph 2g of this Chapter must first be followed. The employee and rater will sign and date the performance evaluation form.
- (4) Copies of the employee's evaluation will be routed via the Personnel Liaison Officer/activity POC and signed by the activity head or delegated management official. The original will be forwarded to HRO Atsugi for filing in the employee's OPF.

g. Handling Deficient Performance

(1) Any time a SN employee's performance falls below the "Satisfactory" level in any factor, the immediate supervisor will notify the next appropriate supervisory level.

- (2) The immediate supervisor will then clearly outline to the SN employee, verbally or in writing, the actions that must be taken to raise the rating to at least a "Satisfactory" rating, i.e. meets normal requirements level.
- (3) If the performance does not improve within two weeks or another reasonable period of time in which to judge improvement, a "Letter of Warning of Deficient Performance" will be issued in the format provided by Appendix H.
- (4) If performance does not improve to an acceptable level in all rating factors within 60 days of issuance of the Letter of Warning, the employee may be reassigned or separated. Separation under this subparagraph 2f of Chapter 4 shall constitute separation "for cause" under subparagraph 3a(1) of Chapter 3.
- (5) If separation is proposed, the employee must be notified at least 30 calendar days prior to the proposed separation date. The employee may make a written statement to the Commanding Officer (CO) or other employing activity designated Deciding Official if he/she disagrees with the separation action.
- (6) The Deciding Official will determine whether to process the separation action or impose a less severe penalty. Alternative penalties are reassignment or demotion; disciplinary action is not an alternative to annual performance ratings of "NEEDS IMPROVEMENT" or "UNSATISFACTORY".
- (7) The activity POC will contact HRO Atsugi AND the FLO at the earliest opportunity should it be determined by management that a performance-based separation needs to be initiated.

3. Awards

- a. <u>Purpose</u>. The purpose of an awards program is to recognize and reward employees for significant contributions that go above and beyond their assigned duties in support of the mission, goals and priorities of their employing commands. An award nomination form is provided at Appendix I. The intent of this program is to provide an incentive to employees to improve performance quality, productivity, creativity, economy and efficiency of the Command's workforce. As such, activity heads are responsible for:
- (1) Establishing an active incentive awards program within their respective activities, including providing supplemental internal operating procedures to implement the guidance contained in this Chapter.
- (2) Providing leadership by emphasizing active supervisor and employee participation in all incentive award program areas.

- (3) Taking appropriate corrective action to reduce processing time for SN beneficial suggestions and performance-based award recommendations.
- (4) Ensuring that supervisors receive recognition for motivating employee interest and participation in the beneficial suggestions program.
- (5) Supporting, funding and authorizing honorary awards, monetary awards (performance-based awards and special act awards) and non-monetary forms of recognition, including Meritorious Civilian Service Awards.
- (6) Appointing an activity collateral duty Incentive Awards Program Coordinator (IAPC) to liaison with HRO Atsugi for the administration of activity programs. Commands may designate their own IAPC.

b. Duties and Responsibilities of the Incentive Awards Program Coordinator (IAPC)

- (1) Carry out the activity head's policy and initiatives relative to both monetary and non-monetary recognition. Ensure new supervisors and managers are aware of policies and procedures unique to the activity.
- (2) Ensure all supervisors and managers attend supervisory training on the incentive awards program and promptly process and evaluate beneficial suggestions.
- (3) Process all beneficial suggestions within the guidelines of this instruction for all activities serviced and seeking advice from HRO Atsugi when necessary. All SN suggestions, whether adopted or not, will be reported to HRO Atsugi. Copies of beneficial suggestion evaluations for employees within Singapore commands will be routed to DoD activities in the local area for further review and possible award. Beneficial suggestions that have a broader application outside the local area or are from employees outside the IAPC serviced activities will be forwarded to HRO Atsugi for transmittal to other affected activities for review and adoption.
- (4) Develop efficient paperwork processing to ensure that the person with delegated authority to approve awards initials the applicable performance appraisal and/or authorizes the SF-52 for payment of monetary awards in a timely manner.
- (5) Monitor awards fund allocations to ensure that awards are paid within the budgetary amounts established and processed within 90 days of the close of the activity's rating period.
- (6) Develop internal policies and procedures for non-monetary award recognition consistent with subparagraph 3d of this Chapter, including the design and ordering of non-monetary recognition merchandise.

- (7) Publicizing the beneficial suggestions program, the use of non-monetary recognition, and honorary awards for SN employees.
- (8) Maintaining sufficient activity records so that data for the annual incentive awards report can be provided to HRO Atsugi that covers several data elements, including grade levels, gender, and race/ethnicity.

c. Program Administration

- (1) Eligibility for Awards. SN employees at all levels are eligible to receive cash awards, honorary awards and non-monetary award recognition under this program.
- (2) Documentation. Each incentive award recommendation must be documented with sufficient information to ensure equitable consideration by management, awards committees (if established), or other reviewing authorities. For example, for a beneficial suggestion, each file will show how the contribution qualifies for an award; a detailed computation of benefits or a complete description of intangible benefits; and how the contribution exceeds normal job expectations. The documentation must be sufficiently complete to meet inspection requirements. Each monetary incentive award will be recorded in the employee's OPF and will receive due management consideration when personnel actions concerning the employee are contemplated.

d. Non-monetary Awards

- (1) Purpose. Non-monetary recognition provides an informal means to acclaim an employee's value to an organization without having to base it on performance appraisal elements, standards and ratings. It provides an opportunity to acknowledge an individual employee or a group of employees who have achieved outstanding results in program areas through unusually effective leadership, skill, imagination, innovation and other pro-active means in a swift yet meaningful manner. They can be given for safety accomplishments, community involvement and support, as an incentive to submit additional beneficial suggestions, and other program areas. Non-monetary recognition can be given alone or in conjunction with a monetary award.
- (2) Types of Non-monetary Recognition. Official letters of appreciation or commendation or certificates signed by the activity head or higher echelon commander, or command plaques or coins are all forms of non-monetary recognition. Recognition can also be given in the form of a utilitarian item of nominal value (less than U.S. \$35.00 in cost) such as a key chain, coffee mug, desk clock, T-shirt or ball cap. Any utilitarian item presented so awarded must have the activity logo or some other recognizable feature that will make it distinguishable as an item in the overall activity Incentive Awards Program. Participating activities, as

coordinated by their IAPC, should design, fund, order, and stock sufficient merchandise items that will be used for this purpose.

e. <u>Monetary Awards</u>. All monetary awards will be documented on a Notification of Personnel Action form (SF-50) and will be retained in the SN employee's OPF. Award amounts are at Appendix J.

(1) Performance Awards

- (a) General. Monetary awards, funds permitting, may be granted based on the annual performance appraisal. Within 60 days of the close of the performance rating cycle (prior to 1) September), senior military and U.S. civilian supervisors must submit specific written justification to the Awards Board or other Command approving authority outlining why the employee's performance was so exemplary as to warrant a cash award. Typically, cash awards based upon an annual performance rating require that the employee far exceed the normal requirements of his/her position. Since the new performance management system no longer allows for the rating of "Outstanding", it is the written justification provided by the immediate supervisor that will be key to determining whether an employee truly deserves a monetary award for his/her performance. An Awards Board may be organized and chaired by the PMO and comprised of senior managers and the Command's Senior SN to form an awards review/approval process. The methodology for determining the number of annual performance awards based upon available funds will be developed by the Board or by other approving authority on an annual basis and subsequently explained to all covered SN employees before the rating cycle is concluded. The military or civilian activity head will have the final determination to approve or disapprove recommended awards. Not receiving an award is not a grievable matter under the provisions of Chapter 7 Section B of this Instruction. Cash award amounts should be consistent with those monetary amounts in Appendix B, reference 2b as updated (currently ranging from US \$50 to US \$2,000). Appendix I provides guidance on how to compute cash awards for tangible and intangible benefits for adopted beneficial suggestions and special act awards.
- (b) Meritorious Step Increase. A meritorious step increase (MSI) is an additional unscheduled within grade step increase which can be given in lieu of a cash performance award, however, these should be reserved for employees whose performance is judged to be exceptional and sustainable at the same level in the same position during the next rating period. Like other cash performance awards, an employee is eligible for only one meritorious step increase within any 52-week period. Receipt of an MSI does not affect the waiting period for normal within grade increases based on length of service and satisfactory performance. An MSI is effective on the first day of the next pay period after approval.

(2) Special Act Awards

- (a) General. Special Act Awards are granted commensurate with the value of the employee's contribution or accomplishment, and should be consistent with the monetary amount in Appendix B, reference 2b as updated (currently ranging up to US \$500). Senior military and U.S. civilian managers and supervisors may nominate their SN employees for special act awards, also known as "meritorious awards" at any time during the rating cycle based upon individual project or initiative which resulted in significant benefit to the employing activity and considered worthy of monetary recognition. Recognition may be in the form of either a monetary or non-monetary award. These can be awarded to individuals or groups of employees and are normally based on tangible or intangible benefits accruing to the command because of the employee's or group of employees' efforts. Requests for Special Act awards must be approved by the PMO or other authorized approving authority.
- (b) "On the Spot" Award. This award recognizes a one-time extra work effort made by an employee or group of employees and is a form of the Special Act Award. On-the-Spot awards should be processed as soon as possible in order to reinforce the accomplishment achieved. For this award, documentation only need be a one or two line memorandum which consists of the supervisor's recommendation for an employee for the award and a certifying/approving activity signature. Immediate supervisors may recommend amounts ranging from the equivalent of U.S. \$25 to U.S. \$200 in recognition of special efforts on the part of the employee.
- (3) Beneficial Suggestion Award. This is a formal suggestion made by an individual or group of employees that identifies an improvement in the quality of the command's operations, reduces operational costs, improves the timeliness of service delivery or reduces a significant safety hazard. When tangible or intangible benefits result from adoption of the beneficial suggestion, the suggester(s) may receive an award commensurate with the savings or benefits as determined by the suggestion evaluators and as verified by the IAPC and HRO Atsugi.
- f. <u>Time-Off Awards</u>. Time-off awards are an alternate or additional means of recognizing the superior accomplishments or achievements of employees with other than monetary or non-monetary awards. The decision to grant time-off awards shall be based on the same criteria or circumstances as for any other award. The maximum amount of time off which may be granted for any single contribution is 40 hours. The total amount of time off which may be granted to an employee during one leave year is 80 hours. Time off granted as an award must be scheduled and used within one year after the effective date of the award. If not used within this period, the time off granted by the award will expire. Once granted, the employee cannot request to substitute a monetary amount in lieu of the number of hours granted as a time-off award. Time-off hours awarded but not used by the employee are not transferable to another employee nor may the hours granted in a time off award be carried over from one distinct one-year eligibility period in which the award may be taken to the next.

g. <u>Honorary Awards</u>. DON and other government departments and agencies, as well as private organizations and institutions, offer a number of career and/or honorary awards to recognize special accomplishments by Navy civilian employees. Complete information regarding eligibility and procedures for these awards may be obtained through the IAPC. SN employees are also eligible to receive the Meritorious Civilian Service Award from their employing command, and may be recommended for the Superior Civilian Service Award or Distinguished Civilian Service Award through the chain of command. Criteria and procedural requirements for these awards also can be obtained from the IAPC.

h. Career Service Awards

- (1) Federal length of service awards are to be granted to all Navy and other DoD civilian employees to recognize 10, 20, 25 and 35 years of federal service. For Department of Navy SN employees with 40 or more years of service, see subparagraph 3h(2) of this Chapter. Employing activities may also decide to grant length of service awards for other five-year period not listed above, for example, 15 or 30 years of service. Such recognition is not mandatory under the DON incentive award instruction but often is highly desirable by an employing activity. Length of service awards include all civilian service with any agency of the Federal government, including the Department of State. They are not to be accompanied by a monetary award.
- (2) Activities may order lapel pins/emblems, through normal supply channels for the length of service award recognition periods they wish to honor but must include 10, 20, 30, 40 and 50 year lapel pins/emblems. Career length of service certificates may also be ordered. For Department of Navy SN employees who will achieve 40 or more years of service, the IAPC will notify HRO Atsugi 6 months prior to the effective date so that a special length of service certificate may be forwarded to the Secretary of Navy for signature. Activities may also wish to write a letter of appreciation from the activity head, thanking the employee for all the years of his/her devoted service and present that along with the lapel pin/emblem and certificate, to the employee.
- i. <u>Procedures</u>. The following procedures may be followed by department heads and division heads of activities serviced by the HRO Singapore Support Office. Adoption of these procedures will ensure full and fair review of award nominations for deserving SN employees.
- (1) Department or division heads shall prepare and forward Appendices I, J and K, as applicable, to the command PMO. Nomination submissions for awards from Division Heads shall be routed through the appropriate Department Head for concurrence.
- (2) Nominations shall be made within a reasonable time after the accomplishment or soon as savings or results from the accomplishment have been realized.
- (3) Prior to submission of recommendations for monetary awards, Department Heads must ensure that adequate funding exists in the Department's budget. A NAVCOMPT Form 2276 (Appendix K) is provided as an example of a form suitable for processing awards. Sufficient justification must be included in the narrative portion of Appendix I to support fully the recommendation for an award. Monetary awards must specify the dollar type (USD or SGD) on the award nomination form. If award amounts are stated in USD at the time the RPA is sent, HRO shall convert at the current budget exchange rate when processing.

- (4) The approving official may solicit additional information from the nominating official, as required, regarding the type of award recommended and its justification but may not alter the recommendation. The approving official shall endorse the recommendation as to the type of award recommended and/or amount of cash award (if applicable) and forward to the activity head for final disposition.
- (5) Upon approval, the IAPC will process the necessary documentation through the HRO Atsugi. For cash awards, LN payroll will process upon receipt of the SF-50.
- (6) Employees who earn awards may be recognized in the presence of their colleagues at periodic All Hands Calls by the Commanding Officer or activity head.

<u>CHAPTER 5</u> POSITION CLASSIFICATION, PAY AND ALLOWANCES

1. <u>Position Classification</u>

a. <u>Classifying positions</u>. Position classification involves the assignment of a title, series and grade to requirements of the position and not the skills, abilities or qualifications of an incumbent employee. Classification of all SN positions will be to the most nearly applicable Department of State title, series and grade level authorized under Appendix B, reference 2a as determined by HRO Atsugi which was designated final classification authority by Appendix B, reference 1e.

b. <u>Identification of Position Duties and Responsibilities</u>

- (1) Job title. Senior military and U.S. civilian managers and supervisors, as delegated by their activity head, are authorized to assign appropriate organizational titles to positions. However, the official classification of the position must be in accordance with authorized titles, series and grades as disseminated by the Department of State for Foreign Service National (FSN) employees. Classification will normally be based upon grade-controlling work that makes up 50% or more of the total duties of the position. In no case will grades be based upon duties representing less than 25% of total work.
- (2) Position descriptions. All SN positions are to be described in writing by immediate supervisors using the factor evaluation system format. PD's describe only "major" duties which are defined as those that take 10% or more of an employee's time. PD's should be current at all times and must be reviewed by the immediate supervisor at least annually in conjunction with the annual employee performance evaluation. When an employee's duties change significantly, the immediate supervisor must prepare a new PD and forward it to the activity POC for classification by HRO Atsugi. The duties field of the PD will conclude with the statement, "Performs other incidental duties as assigned". Employees may not refuse work assignments from their supervisors because "it's not in my PD"; however, such assignments should be infrequent, nonrecurring, and does not endanger the health or safety of the individual so assigned. Appendix L outlines the steps in writing a SN PD. Appendix M is a sample cover sheet. The activity POC will screen all requests for classification, along with the accompanying SF-52 and a Department/Activity organizational chart.
 - (3) All SN employees shall be provided a copy of their current PD.
- c. <u>Pay-setting as a Result of Reclassification</u>. As a result of the re-description of duties and responsibilities in an existing PD, the current grade level of that PD may be revised upward or downward. The following pertains to each of these situations:

- (1) If HRO Atsugi determines that the job should be reclassified at a higher level and the incumbent of the position is qualified for the position, the incumbent may be promoted to the higher grade noncompetitively. If such an action is taken, the incumbent salary will be entitled to an adjusted basic salary at the lowest step of the higher grade that equals or exceeds present adjusted basic salary rate by the equivalent of two step-increases of the grade from which promoted.
- (2) If the incumbent is not qualified for the newly reclassified higher-graded position, every effort will be made to place the affected employee in a job at his/her current grade level. If no such vacancy exists then the reduction-in-force procedures in Chapter 3 paragraph 6 will be instituted, if applicable. These same procedures will apply if management chooses to open the newly reclassified higher-graded position to competition and the incumbent is not selected. In these situations, the incumbent's grade and pay will be retained for a period of not to exceed 52 biweekly pay periods after which his/her pay may be retained indefinitely or until his/her current pay rate for the grade which he/she currently holds is at or above the retained pay rate.
- (3) Similarly, if HRO Atsugi determines that the job should be reclassified to a lower grade, management must first determine whether there are any additional duties and responsibilities that they may appropriately assign the position to retain the current grade level. If there are none, then the employee will be downgraded and assigned to the newly reclassified lower-graded position. Pay-setting policies will be the same as outlined in subparagraph 1c(2) of this Chapter.

2. Pay and Allowances

- a. <u>General</u>. Wages, fringe benefits and other compensation items approved by Appendix B, reference 1d are patterned after those granted to Department of State (DoS) Foreign Service National employees of the U.S. Embassy, Singapore, Appendix B, reference 2b. They are written into a Total Compensation Comparability (TCC) Plan and approved by DoD Assistant Secretary of Defense (Force Management Policy) after endorsement by the USINDOPACOM Joint Labor Policy Council, in accordance with Appendix B, reference 1e. Any subsequent changes to the TCC Plan are submitted in a similar manner. SN employees are assigned salaries according to the corresponding grades of the positions they occupy.
- b. Methodology. Compensation plan salaries are based on average rates paid for similar type of work by selected progressive employers (comparator firms) in Singapore. In establishing salaries, consideration is given to fringe benefits normally granted by Singaporean employers and certain differences in conditions of employment existing between the United States Government and the local industry. Full-scale salary and benefit surveys are conducted periodically under the auspices of the U.S. Embassy, Singapore, DoS. By the approved TCC, DoD entities not under the DoS Chief of Mission have aligned themselves with the results of the U.S. Embassy, Singapore, wage and compensation survey. However, they are required to

comply with the salary cap for DoD foreign national direct-hire employees, as stated annually in the DoD Appropriations Act (Appendix B, reference 2c.) and the published Level IV Executive Schedule. The current compensation plan consists of twelve (12) grade levels and sixteen (16) steps within each grade.

- c. <u>Changes After Annual Pay Adjustment Implementation</u>. Should DoS modify its pay schedules subsequent to the effective date of the SN salary implementation and incorporate a supplemental pay change prior to the next annual scheduled pay adjustment because of prevailing rate determinations, SN pay schedules may also be modified. Modifications to the SN pay schedules may not exceed the pay schedules utilized by the DoS and will be effective on the first pay period they are approved by USINDOPACOM, and will not be made retroactive to the same date as the DoS pay adjustment. Such pay adjustments are subject to the limitations stated in the annual DoD Appropriations Act. However, if no pay adjustments are made at the beginning of the next calendar year, the FLO will review and recommend any appropriate increase.
- d. <u>Salary</u>. Annual salary is made up of a base salary and a fringe benefit amount as follows: Basic Salary + Fringe Benefit Amount = Adjusted Basic Rate. These are defined as follows:
- (1) For full-time appropriated fund employees, Basic Salary is the salary paid for work during the regular 40-hour workweek. This is the basis for computation of overtime, holiday pay, bonus and severance pay.
- (2) Fringe Benefit Amount is a monetized adjustment to the basic pay for the value of the direct fringe benefits granted by the comparator firms. These fringe benefits may include the differences in the number of paid holidays, annual leave, special absences, transportation, recreation or social programs and other benefits. Currently, the TCC approved by Appendix B, reference 1d, which mirrors the compensation plan provided to DoS FSNs by Appendix B, reference 2b, does not authorize a monetized Fringe Benefit Amount.
- (3) Adjusted Basic Rate (ABR) is the sum of the basic salary and the fringe benefit amounts. Central Provident Fund (CPF) contributions are made based on the SN employee's ABR plus the annual bonus and any premium pay. For Singapore, the Basic Salary = ABR.
- e. Within-Grade Increase (WGI). A WGI (next higher salary step within a grade) may be given to a SN employee after each year of either "satisfactory" or "exceptional" performance (upon certification and written recommendation of the employee's immediate supervisor) and completion of the 52-week waiting period, until step 16 has been reached. There must be a performance rating on record with HRO for the most recently closed performance period prior to acceptance and or processing of a WGI recommendation. The 52-week waiting period between WGI's must consist of actual duty or leave with pay. Any cumulative period of two weeks or more in a non-pay status (even if it is approved leave without pay) is not considered creditable

service and will postpone the effective date of the subsequent WGI. Absence on military leave will not impact service credit for the WGI. A WGI will be withheld for performance ratings years when the final rating is "Needs Improvement" or "Unsatisfactory." A WGI may only be granted after written documentation is provided to HRO by the immediate supervisor that certifies the employee's overall performance has improved to a "satisfactory" or "exceptional" level for a minimum of 60 days after the date of the "needs improvement" or "unsatisfactory" rating. If granted, a WGI will be effective on the first day of the first pay period after meeting the required waiting period and performance eligibility requirements.

- f. Meritorious Step Increase (MSI). Senior military and U.S. civilian managers and supervisors may recommend that a SN employee receive a step increase based upon annual performance in lieu of a "lump-sum" cash award. An MSI will be granted only if the employee has a continuous period of documented outstanding performance over the previous two years and the recommending official certifies that there is every indication that the superior performance will continue into the foreseeable future. Such documentation shall consist of written justification from the immediate supervisor and accompanying endorsement by the next level of supervision. The MSI becomes a permanent part of the employee's salary; it is not just a one-time cash payment. Therefore, these awards should be limited to those SN employees who have demonstrated a consistent pattern of outstanding performance. No employee will be granted more than one MSI during any 52-week period. An MSI is effective on the first day of the next pay period after approval. It does not affect the waiting period for normal WGI's.
- g. <u>Premium Pay</u>. This paragraph, unless specifically indicated, pertains to SN employees paid from appropriated funds. Overtime work is defined as all work performed in addition to an employee's regular basic working hours (basic workweek is 40 hours for all appropriated fund DoD activities in Singapore). All overtime must be authorized by the appropriate supervisory level within the employing DoD activity prior to its performance. An overtime authorization form request will be used for this purpose, however, verbal approval is acceptable in circumstances when notification is short-fused provided such approval is followed immediately with an authorization form request. SN employees may be required to work overtime from time to time on short notice when the need arises; however, as much advance notice as possible will be provided the employee. U.S. Forces activity management may grant SN employees premium pay or compensatory pay for overtime work or work on a holiday.

(1) Payment Charts for Overtime and Holiday Pay

Situation	When Worked During Basic Workweek of Monday-Friday	When Worked During Rest Day of Saturday	When Worked During Rest Day of Sunday
Overtime	OT 1	OT 1	OT 2
	OT 3	OT 3	

Authorized	LH 1	N/A	N/A
Singapore Holiday			
American Holiday	AH 1	N/A	N/A

(a) Explanation of Codes

- 1. OT1: 100 percent of hourly salary (HS) plus 50 percent of HS for overtime worked.
- 2. OT2: 100 percent of HS plus 100 percent of HS for each hour of overtime worked on Sunday.
- <u>3</u>. OT3: 100 percent of HS plus 100 percent of HS for each hour of overtime worked on an authorized local (Singapore) holiday.
- 4. LH1: 100 percent of HS for each basic workweek hour worked (in addition to regular pay for the day).
- <u>5</u>. AH1: 100 percent of HS for each basic workweek hour worked (in addition to regular pay for the day).

(b) Explanatory Notes

- $\underline{1}$. The basic workweek consists of the defined days of the week in which a full time employee is scheduled to work.
- <u>2</u>. Rest days are the defined one or two days per week in which a full time employee is not scheduled to work.
- <u>3</u>. Tours of duty are the defined hours of work performed within the employee's basic workweek.
- 4. Overtime pay is compensation for work performed outside the total hours of an employee's basic workweek hours.
 - 5. HS is the ABR divided by 2080 for SN employees on 40 hour basic workweeks.
- <u>6</u>. If a solely American holiday falls outside of the employee's basic workweek, an alternate day within the employee's basic workweek will be designated as the employee's observed holiday. Work during the basic workweek on an observed American holiday entitles the employee to holiday pay.
- <u>7</u>. Holiday pay is paid for work performed on Singapore public holidays during the employee's basic workweek hours. Holiday pay is paid in addition to regular pay. Work performed on a holiday outside the employee's basic workweek hours is compensated with overtime pay.

- (2) Compensatory Time. When funds for overtime or holiday pay are not available, compensatory time off may be granted for SN employees. However, compensatory time off due an employee must be utilized within 8 pay periods (16 calendar weeks) from the pay period compensatory time was performed. If not used during this time period, compensatory time is forfeited without payment of the overtime the employee would have earned-in lieu of compensatory time. Every effort will be made by the SN employee's supervisory chain to allow the employee who receives compensatory time off in lieu of overtime to take the compensatory time off during the next 16 calendar weeks. A SN employee with compensatory time to his/her credit will be required to use compensatory time prior to being granted annual leave. SN employees in Grades SN-8 and above are ineligible for premium pay for overtime work or work on a holiday. These employees may receive only compensatory time. Compensatory time earned by employees in these grade levels must also be taken during the next 16 calendar weeks after its earning or it will be forfeited.
- (3) Compensatory Time Off for Official Travel. Compensatory time off for travel may only be earned for time in an official travel status when such time is not otherwise "compensable." Compensable refers to normal hours of work for the purpose of determining pay. For example, certain travel time may be creditable as hours of work under the overtime pay provisions of this chapter.
- (a) For the purpose of compensatory time off for official travel, time in a travel status includes:
- 1. Time spent traveling between the official duty station and a temporary duty station;
 - 2. Time spent traveling between two temporary duty stations; and
- 3. The "usual waiting time" preceding or interrupting such travel (e.g., waiting at an airport or train station prior to departure). The employing agency has the sole and exclusive discretion to determine what is creditable as "usual waiting time. "An extended" waiting periodi.e., an unusually long wait during which the employee is free to rest, sleep, or otherwise use the time for his or her own purposes-is not considered time in a travel status.
- (b) Compensatory time off for official travel due an employee must be utilized within 6 pay periods (3 months) from the pay period compensatory time off for official travel was earned. If not used during this time period, compensatory time off for official travel will be forfeited without payment.

- (4) Night Differential and Specific Day Differential. Night differential and Specific Day differential are not currently authorized for SN employees in Singapore. Work at night or on the specified day outside of the employee's basic workweek is compensated with overtime pay.
- h. <u>Transportation Allowance</u>. The transportation allowance covers average annual employee costs to and from the U.S. Forces workplace by common carrier (a means of transportation that operates on fixed routes and schedules at fixed rates). Transportation allowance is authorized only for personnel exclusively using public transportation. Employees receiving a transportation allowance will not be authorized a SAC vehicle parking permit. Additionally, the employee will be required to certify their eligibility for the allowance each time a timesheet is submitted. The authorized allowance will be expressed in Singapore Dollars per year for employees working a 5-day work week. The amount of the allowance is subject to change upward or downward.
- i. Year-End Bonus. A year-end bonus is payable to SN employees each year as of the first payday in December. This bonus payment is in addition to the employee's adjusted basic salary. Each appropriated fund SN employee in a pay status as of the date the bonus is payable will receive a bonus equivalent to 1.5 months' salary, provided the employee has been in full pay status since the last bonus year. Employees with less than one year's pay status will receive a pro-rated bonus, as appropriate. The bonus payment is computed on the basis of the employee's annual basic rate in effect at the time the bonus is payable or on the date the employee is separated, as appropriate. Bonus payments are not granted for cumulative periods of two weeks or more in non-pay status; the bonus the SN employee receives will be pro-rated.
- j. <u>Central Provident Fund</u>. All SN employees automatically participate in the Singapore Government's Central Provident Fund (CPF). The CPF is a compulsory savings plan for employees. Specific information on benefits, contribution rates and conditions of withdrawal or termination can be obtained by calling the CPF Call Center at 1800-227-1188 or visiting the CPF website at www.cpf.gov.sg. Employees are encouraged to inquire regularly as to the status of their accounts at the CPF Board, since it represents a significant portion of the employee's overall compensation plan.

<u>CHAPTER 6</u> <u>ATTENDANCE, LEAVE, HOLIDAYS AND TRAVEL</u>

A. Attendance

1. Workweeks

- a. The amounts of leave listed are applicable to SN employees with regularly scheduled 40-hour workweeks. SN employees on other workweek schedules will accrue appropriately prorated amounts of leave. Maximum leave limits also will be appropriately pro-rated for SN employees on other than a 40-hour workweek.
- b. <u>Alternate Work Schedule</u>. Full-time employees may obtain approval from their Supervisor to work an alternate work schedule (AWS) instead of the official hours (e.g., Mondays through Fridays, 0830 to 1715 with a 45 minute lunch break. However, an employee should note that his/her request may be disapproved due to operational or section needs that require full staffing during the official work hours.
- c. <u>Compressed Work Schedule</u>. Due to the impact of compressed work schedules on mission needs and to maintain equity of paid time off among employees, compressed work schedules are neither practicable nor authorized.
- d. <u>Telework</u>. Full-time employees may request approval from their supervisor to telework from an approved worksite other than the location from which the employee would otherwise work. There are two types of telework; 1) routine telework in which telework occurs as part of an ongoing, regular schedule and 2) situational or episodic telework that is approved on a case-by-case basis, where the hours worked were NOT part of a previously approved, ongoing and regular telework schedule. Telework is not an employee right, additionally; telework may not be used as a substitute for dependent care. The employee's supervisor has the sole discretion to make telework eligibility determinations for their employees. Eligibility determinations are subject to operational and mission needs.
- (1) Every approved telework participant must have a written agreement (regardless of whether telework is regular and recurring, or situational). The written agreement is entered into between the activity supervisor and the employee authorized to telework. The telework agreement must outline the specific work arrangement that is agreed to; and is mandatory in order for any employee to participate in telework.
 - (2) Telework agreement must at a minimum include the following:
- (3) Term of the agreement: consider a one-year renewable agreement, or even a sixmonth agreement in telework situations that may need to be revised more frequently.

- (4) Type of telework specified by the agreement: describe if the agreement is for regular, recurring telework, or situational/ad-hoc/episodic telework.
- (5) Schedule: specify days of the week and the hours to be worked during telework days.
- (6) Requirements: outline any additional requirements (e.g., technology) beyond the prerequisites to telework outlined in this Chapter (e.g., training, written agreement).
- (7) Expectations: clarify any assumptions, for example, regarding work location (e.g., if expected to work only from home) and frequency and modes of communication (e.g., email vs. telephone, core hours for contact, speed for returning calls).
- (8) Information security: provide a summary for data security procedures in the agreement.
- (9) Safety: provide a self-certification safety checklist to telework employees as a guide when preparing the alternative work location for telework.
- (10) Termination/modification: ensure that employees know the agreement can be terminated or modified, and outline the conditions for termination/modification.
- e. <u>Breaks</u>. Breaks, to include lunch breaks as well as other breaks (e.g. 15 minute breaks) are considered non-duty time and therefore are not compensated.
- 2. <u>Creditable Service</u>. The following criteria govern the determination of creditable U.S. Government (USG) service when determining local leave entitlements:
- a. Creditable service includes verifiable, continuous USG service under a direct-hire appointment or personal services contract; that is, service without a break of more than 3 calendar days.
- b. Continuous service includes transfers, without a break of more than 3 calendar days, from a direct-hire appointment to a personal services contract, and vice versa.
- c. Creditable service includes indirect employment or so-called non-personal services with an in-house entity providing services exclusively to DoD activities when:
- (1) such service is considered by the Government of Singapore to be an integral part of the DoD mission;

- (2) such service immediately precedes personal services contract or direct-hire employment without a break in service of more than 3 calendar days; and
- (3) such service is recognized by Singapore law to be continuous service with the USG.
- d. Creditable service does not include any personal services contract time with the Foreign Agricultural Service.
- e. Effect of Leave Without Pay (LWOP) on Creditable Service. Approved LWOP does not constitute a break in continuous service. Periods of non-pay status (LWOP or other non-pay circumstances, such as absences without leave or suspension) of two weeks or more, however, are deducted from creditable service.

B. Leave

- 1. <u>Leave Year</u>. The leave year normally begins on the first day of pay period (PP) #1 and ends on the last day of PP #24. Leave that is accrued on a per PP basis (annual and sick leave) will be accrued during PP #24 at the rate it was accrued during PP #23. No change will be made to the limits of other types of leave (e.g. maternity and special) that are granted on an occasional basis.
- 2. <u>Salary Payments While on Leave</u>. Salary paid by DoD activities to an employee while on paid annual, sick, maternity and special leave, as well as any lump sum payments for unused annual leave, will be calculated on the basis of the employee's ABR plus any other allowance or payments that are regularly paid each PP.

3. Annual Leave

a. <u>Accrual of Annual Leave (AL)</u>. SN employees on 40-hour workweek schedules will accrue AL as presented below. Salary payments while on AL will be based on 100% of the employee's ABR.

Completed years	Leave earned per			
of Creditable	leave ye	leave year		
Service	Hours	<u>Days</u>		
Less than 6	128.0	16.0		
6 - less than 11	152.0	19.0		
11 - less than 21	168.0	21.0		
21 and above	176.0	22.0		

Note: When an employee completes a prescribed period of service which places that employee in a higher leave earning category, a change in the accrual rate will be effective as of the beginning of the PP coincident with, or next PP following, the date on which the prescribed period of service is completed.

b. Carry over of AL. Each SN employee may accumulate, or "carry over" to the next leave year, a maximum of one year's AL entitlement. For example, if a SN employee earns 128 hours of AL per year, the maximum amount that can be carried over is 128 hours. If a SN employee's accumulation rate changes during the leave year, the maximum amount that can be carried over will be based upon the employee's most current AL entitlement. Any unused AL at the end of the leave year in excess of the maximum carry over limit is forfeited.

c. Restoration of Annual Leave

- (1) Restoration of annual leave is a privilege and not an entitlement.
- (2) Both management and employees are responsible for planning and scheduling annual leave throughout the leave year to avoid forfeiture. Employees have an obligation to request annual leave in a timely manner and to take into account any other types of leave that the employee expects to request during the leave year. The supervisor has the obligation to consider both the needs of the office and the employee's right to schedule and take annual leave before approving requested leave. Scheduled leave is always subject to cancellation, whether for the exigency of the public business or because of normal workload, mission requirements, vacancies, poor leave scheduling or other non-exigent circumstances. An employee's failure to schedule annual leave, or to reschedule previously denied or cancelled leave, in order to avoid forfeiture does not relieve management of its responsibility to ensure that an employee's leave is in fact scheduled for use. An employee who refuses to schedule leave for use during the leave year, or to take previously scheduled leave, is not entitled to restoration of forfeited annual leave.
- (3) In order to qualify for restoration, the employee must have requested to use the annual leave in writing, and the supervisor must have approved the employee's request in writing, prior to the end of pay period 21 or a minimum of 3 full pay periods prior to the end of the leave year, whichever comes later. If the initial request for annual leave is not approved, the employee and supervisor must make every effort to reschedule the annual leave.
- (4) Scheduled annual leave that would otherwise be forfeited at the end of the leave year because of denial or cancellation may qualify for restoration under one of the following circumstances:
 - (a) An exigency of the public business.
- (b) Absence on approved leave due to the employee's illness or injury or due to a family event.

(c) Administrative error.

- (5) A request for restoration of forfeited annual leave must include the following documentation:
- (a) Application for Leave form showing approval of scheduled leave a minimum of 3 full pay periods prior to the end of the leave year.
- (b) A written statement prepared by the official who either denies or cancels an employee's scheduled annual leave, dated and signed, and prepared at the time of denial or cancellation. The statement should indicate why the official denied or cancelled the leave, and describe the specific operational demand, with its inclusive dates, which caused the denial or cancellation.
- (c) In the case of a request on the basis of the exigency of public business, the statement above must include a description of the specific exigency of public business that necessitated the denial or cancellation. Normal workload, staffing turnover, and poor leave scheduling are not qualifying exigent reasons.
- (d) In the case of a request on the basis of absence on approved leave, the statement must include a description of the leave taken (sick leave, maternity leave, child care leave, etc.) and the dates when it was taken.
- (e) In the case of a request on the basis of Administrative Error, a description of the Administrative Error.
- (f) In all cases, the reasons for not rescheduling the denied or cancelled annual leave must be documented in the same manner and detail as required for initially canceling scheduled annual leave.
- (6) Requests for leave restoration must be submitted with the required documentation through the employee's supervisor to the DoD activity head or his/her designee who has the authority to approve the restoration of annual leave for SN employees. If the required documentation is not submitted, there is no basis for approving the restoration of annual leave. Leave restoration requests must be submitted to the DoD activity head or his/her designee within 45 calendar days after the completion of the leave year. The DoD activity head or his/her designee may consider exceptions to the 45-day policy on a case-by-case basis. Requests for exceptions require full documentation specifying the reasons for the delay.

- (7) A copy of the approved request for leave restoration, together with supporting documentation, must be sent to the LN Payroll Office as well as HRO Atsugi Singapore Support Office.
- (8) Restored AL will be tracked separately and may not be carried over from year to year.
- d. <u>Minimum Charge for AL</u>. AL will be accrued and charged in minimum increments of one-quarter hour.
- e. <u>Effect of Holidays on AL</u>. If a holiday falls within a period of approved paid leave, the employee will not be charged leave on the holiday.

f. <u>Lump Sum Payment for Unused AL</u>

- (1) Upon separation, an employee will receive a lump sum payment for unused AL computed on the basis of the employee's pay rate at the time of separation. Payment will be calculated using the employee's ABR.
 - (2) Payment will be for the total of:
- (a) The number of unused AL hours accrued under the local leave plan that were carried over from the previous leave year and not used during the current leave year, and
 - (b) The number of unused AL hours earned during the current leave year.
- (3) Payment for the combined total of these two types of unused AL will be subject to a maximum limit of two times the employee's AL accrual at the time of separation. For example, if the employee is earning 16 workdays (128 hours) of AL per year, then the maximum limit for a lump sum payment for unused leave would be 256 hours.
- (4) In addition to payment for the above types of unused AL, payment will be made for any unused AL that was restored to the employee's leave account at the beginning of the year in which the employee separates. Payment for unused restored AL is subject to a maximum limit of one year's entitlement.
- g. Advancement of AL. An employee with a minimum of one year of service may be advanced AL up to the amount the employee will earn in the remainder of the leave year. Advancement of AL requires the written endorsement of the employee's immediate supervisor and approval by the DoD activity head or his/her designee. Advancement of AL is a privilege and not an entitlement. Any indebtedness for AL at the time of separation must be repaid by the

employee. If necessary, the amount owed will be deducted from the employee's final salary, severance pay, or any other final payment.

- h. Responsibilities of Supervisors and Employees. Appropriate action will be taken by supervisors to ensure that each employee is permitted to take a regular vacation. Because of the benefits resulting both to the employee and the employing DoD activity, all employees should be granted, consistent with work requirements of the office, an adequate period of rest and recreation. Leave must be approved in advance by the employee's supervisor in writing and reported to the timekeeper. Likewise, employees are to schedule vacation time as far in advance as possible to preclude forfeiture or the need to carry over AL into the next leave year.
- i. Requesting Annual Leave in Emergency Circumstances. In an emergency or other situation where annual leave is needed by the employee for an unforeseen circumstance (the employee has not requested and obtained advanced approval to take annual leave), the employee must request approval by notifying the authorizing supervisor of the reason for and the approximate duration of the requested leave. Failure to obtain verbal supervisory approval may result in a charge or absence without leave which places the employee in an unapproved no pay status for the duration of the employee's absence. Notification to the supervisor must normally be made within the first two hours of the start of the employee's scheduled work shift.
- j. Reporting for Duty in an Unsafe or Impaired Condition. When an employee reports for duty and, in the judgment of his/her supervisor, is incapable of performing his/her regular duties and responsibilities, the supervisor may place the employee on annual leave and require the employee to depart the worksite. This is appropriate only when the employee may be a hazard to self or others or will impair the mission of the organization by performing while obviously impaired. As an alternative, the employee may request sick leave or volunteer for a fitness-for-duty examination performed by a Medical Officer to repudiate the supervisor's observations and concerns relative to the employee's ability to perform his/her normal duties and responsibilities.

4. Sick Leave

- a. <u>General</u>. Sick leave (SL) will be authorized when the employee is unable to work because of illness or injury or when the employee needs medical examination or treatment that can be obtained only during the employee's normal work hours. SL may not be used by the employee in connection with the care of a family member or to obtain medical examination or treatment for a family member. These absences are chargeable to Annual Leave or Leave Without Pay.
- b. Request for SL. Every absence due to illness or injury must be reported to the employee's immediate supervisor or next higher level of supervision within two hours of the employee's normal starting time at work. Failure to do so may subject the employee to being

placed in an absence without leave (no pay) status and possibly disciplinary action. Calling a coworker is not adequate to ensure the approval of SL unless such notification procedures are specifically established in writing in the employee's work unit. If the employee is unable to make direct contact with their supervisor, the employee may send the supervisor an email or leave a voice message on the supervisor's official duty phone. The message must include a valid phone number in case the supervisor has a need to contact the employee for additional information. For medical, dental or optical examination or treatment, the employee must submit, as far in advance as possible, a request to his/her supervisor for SL. In these situations, SL must be approved in writing prior to the appointment date.

- c. <u>Medical Certificates</u>. SL absences of 3 or more consecutive workdays must be supported by a physician's certificate. A physician's certificate may be required for a shorter absence if the employee's supervisor has reason to believe that the employee is using SL improperly. A physician's Medical Certificate must contain the following information to be acceptable.
- (1) Doctor's name and contact information to include name of clinic, address and phone number.
- (2) Appointment date. General diagnosis of the medical condition. This is a general description of the problem. For example; Flu, Kidney Stones, etc.
 - (3) Projected duty absence dates (return to work date).
 - (4) Duty limitation upon return to work if applicable.

Supervisors may not approve sick leave when a medical certificate fails to provide the required information.

d. <u>Sickness During AL</u>. Should an employee become ill or injured while on AL, the period of illness or injury may be charged to SL provided it covers at least one workday. Such substitution must be supported by a medical certificate and is not intended for routine visits to dentists or physicians.

e. Short-Term SL

(1) General. Employees on 40-hour workweek schedules will earn short-term (ST)/SL each year. Salary payments while on ST/SL will be based on 100% of the employee's ABR. ST/SL is to be used for any illness or incapacitating non-work related injury of fourteen (14) consecutive workdays or less. Should the same illness or non-work related injury, including rehabilitation, preclude the employee from returning to work and extend beyond the fourteen

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- (14) consecutive workdays, subparagraph 4f of this Chapter pertains. For purposes of both subparagraphs 4e and 4f of this Chapter, holidays are considered "workdays" when determining whether the absence in a sick leave status is continuous.
- (2) Amount of ST/SL. Credited on a prorated basis each month beginning with the employee's entrance on duty as follows:

Hours Earned Annually 112.0 hours

Rate of Monthly Earnings

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
8	8	16	8	8	8	8	8	16	8	8	8

- (3) Carryover of ST/SL. Employees may accumulate and carryover a maximum of one year's accrual of ST/SL. Any unused ST/SL at the end of the leave year in excess of 14 days (112 hours) is forfeited.
- (4) Advancement of ST/SL. An employee with a minimum of one year of service may be advanced ST/SL up to the amount the employee will earn in the remainder of the leave year. Advancement of ST/SL requires the written endorsement of the employee's immediate supervisor and approval by the DoD activity head or his/her designee. Advancement of SL is a privilege and not an entitlement. Any indebtedness for ST/SL at the time of separation must be repaid by the employee. If necessary, the amount owed will be deducted from the employee's final salary, severance pay, or any other final payment.
 - (5) Minimum charge for ST/SL. ST/SL will be charged in increments of one hour.
- (6) Unused ST/SL. No lump sum payment will be made to the employee for any unused ST/SL and it is not creditable for computing any type of retirement benefits.

f. Long-Term SL

(1) Eligibility. To qualify for paid long term (LT) sick leave, the employee must be certified to be ill enough to be hospitalized. This certification must be done by a physician and a copy of the certification must be provided to the employee's supervisor. If certified, the employee is eligible for LT sick leave, regardless of whether the employee recuperates in a hospital or at home. The number of paid LT sick leave days an employee is entitled to depends on the period of service not to exceed 60 days per calendar year. The 60 days of LT sick leave includes up to 14 days of

accrued ST sick leave. The amount of paid ST and LT sick leave an employee can take is capped at their sick leave entitlement for each calendar year.

New employees must have worked for at least 3 months to be entitled to LT sick leave.

Between 3 and 6 months of service, the LT sick leave entitlement is pro-rated as follows:

Number of months	Paid LT sick
of service completed	leave (days)
3	15
4	30
5	45
6 and thereafter	60 max

- (2) Conversion ST/SL to LT/SL. Conversion of ST/SL to LT/SL is not authorized.
- (3) Salary for LT/SL. Salary payments while on LT/SL will be at 100% of the employee's ABR.

5. <u>Maternity, Shared Parental, Child Care, Infant Care, Enhanced Childcare, and Paternal Care Leaves</u>

a. Maternity Leave

- (1) A female employee whose child is a Singapore citizen is entitled to leave from work four weeks immediately before and 12 weeks immediately after delivery, totaling 16 weeks. Where there is a mutual agreement with her employing activity, an employee can take the last eight weeks (9th to 16th week) of maternity leave flexibly over a 12-month period from the child's birth. The number of days of maternity leave that can be taken flexibly is equivalent to eight weeks, up to a maximum of 40 working days, subject to following eligibility criteria:
- (a) The employee has worked for the U.S. forces for a continuous duration of at least 90 days before the birth of the child; and
 - (b) The child is a Singapore citizen.
- (2) While on maternity leave, the employee will receive 100 percent of her basic salary. An employee with less than 90 work days of creditable service may request annual, sick leave, and/or leave without pay for maternity related absence. Employees who adopt an infant are eligible to take child care leave but not maternity leave.

(3) The employee must inform the employing activity at least one week in advance prior to the consumption/use of the maternity leave. She will be paid by her employing activity for up to 12 weeks of maternity leave taken if she has fewer than two living children (excluding the newborn) and she has served her employer for at least three months before the birth of the child. The last four weeks of maternity leave can be taken flexibly over a 12-month period from the child's birth, subject to documentation of the leave request, prior mutual agreement, and employing activity's operational requirement.

(4) Application

- (a) Leave application requests for maternity leave must be submitted to an employee's department head through her immediate supervisor, with a copy to the HRO Atsugi Singapore Support Office. The employee may take the 16 weeks of maternity leave from work continuously, starting from 4 weeks before delivery. The last 8 weeks (i.e. 9th to 16th week) of maternity leave may be taken flexibly over a period of 12 months from the birth of the child based on mutual agreement between an employee and her supervisor as long as the leave request is documented.
- (b) Employees who meet the eligibility requirements must submit a copy of the maternity leave request to payroll so that claim procedures may be followed in order for U.S. forces to be reimbursed by the Government of Singapore as mentioned in section b subparagraph 5a(6) of this chapter.
- (5) Maternity Leave beyond 16 weeks (or beyond 80 work 5days). Leave for maternity purposes beyond 80 work days (for full-time employees) may be granted with the approval of the employee's supervisor and requires the use of annual leave or leave without pay. Sick leave may be requested if absence beyond 80 work days is medically necessary.
 - (6) Minimum Charge. Maternity leave will be charged in four hour increments.
- (7) Maternity leave benefits for employees whose child is a Singapore citizen are payable even if the pregnant employee is RIF'd within the last three months of pregnancy.
- (8) Maternity leave benefits for employees whose child is a Singapore citizen are also payable even if the pregnant employee is dismissed without sufficient cause or is terminated with or without notice within the last six months of pregnancy.

b. Child Care Leave

(1) Eligibility. An employee will be entitled to up to six work days (48 hours) of childcare leave per leave year subject to the following conditions:

- (a) The youngest child (including adopted and stepchild) is below seven years of age; and
 - (b) The child is a Singapore citizen; and
- (c) The employee is allowed two days of childcare leave if they have worked for U.S. forces for at least three months but less than five months; and
- (d) The employee is allowed three days of childcare leave if they have worked for U.S. forces for at least five months but less than seven months; and
- (e) The employee is allowed four days of childcare leave if they have worked for U.S. forces for at least seven months but less than nine months; and
- (f) The employee is allowed five days of childcare leave if they have worked for U.S. forces for at least nine months but less than 11 months; and
- (g) The employee is allowed six days of childcare leave if they have worked for U.S. forces for at least 11 months; and
- (h) The leave is granted on a per parent basis, regardless of the number of children.

(2) Application

- (a) Leave application requests for childcare leave must be submitted to an employee's department head through his/her immediate supervisor.
- (b) Employees who meet the eligibility requirements must submit a copy of the child care leave request to payroll so that claim procedures may be followed in order for U.S. forces to be reimbursed by the Government of Singapore.
- (3) Minimum Charge. Child care leave may be charged in a minimum of four hour increments.
- (4) Host Government-Paid Child Care Leave to eligible employees whose child is a Singapore Citizen. U.S. forces will pay for the first three days of Child Care Leave for employees whose children are Singapore citizens.
- (5) Extended Childcare Leave Scheme. If an employee's youngest child is between the age of seven and 12 years, they are entitled to two days of paid childcare leave over a given leave year. Extended Childcare Leave is not pro-rated and the child must be a Singapore citizen.

Employees eligible for Extended Childcare Leave are allowed up to two days of paid childcare leave, regardless of the number of children.

(6) Exceptions. If an employee does not meet the requirements for either scheme but is an employee covered under the Employment Act, they are entitled to two days of childcare leave every year if their youngest child is below seven years of age.

c. Infant Care Leave

- (1) Eligibility. An employee will be entitled to six workdays (48 hours) of unpaid infant care leave per leave year subject to the following conditions:
 - (a) The child (including adopted and stepchild) is below two years of age; and
 - (b) The child is a Singapore citizen; and
 - (c) The employee has worked for U.S. forces for at least three months; and
- (d) The leave is granted on a per parent, per year basis until the child turns two, regardless of the number of children.
- (2) Application. Leave application requests for infant care leave must be submitted to an employee's department head through his/her immediate supervisor. Parents of Singapore citizens below the age of two are entitled to both six days of paid childcare leave and six days of unpaid infant care leave.

d. Adoption Leave

- (1) Eligibility. Adoptive mothers are entitled to four weeks of Government-paid Adoption Leave to care for their adopted children aged 12 months and below subject to the following conditions:
 - (a) The employee is the child's adoptive mother;
- (b) The adoptive child is below 12 months of age at the point of leave consumption;
- (c) The employee is/has been lawfully married at the point of the formal intent to adopt;
- (d) If the adoptive child is not a Singapore citizen, either the employee or their spouse (who is a joint applicant to the adoption) must be one;

- (e) The employee has worked for U.S. forces for at least three months.
- (2) Mechanism. U.S. forces will pay employees' salaries during adoption leave as long as they meet the eligibility requirements.
- (3) Minimum Charge. Adoption leave will be charged in either four or eight hour increments.

e. Paternity Leave

- (1) Eligibility. A male full-time employee (who works a 40 hour work schedule per week) is entitled to two weeks of Government-Paid Paternity Leave for each birth provided he meets the following criteria:
 - (a) The child is a Singapore citizen born on or after 1 May, 2013; and
- (b) The employee is/was lawfully married to the child's mother at some point between conception and birth (not applicable for adoptive fathers); and
 - (c) The employee has worked for U.S. forces for at least three months.
- (2) Mechanism. U.S. forces will pay employees' salaries during paternity leave as long as they meet the eligibility requirements.
- (3) Paternity leave can be taken consecutively within 16 weeks after the child's birth, or flexibly/intermittently within 12 months after the birth of the child.

f. Policy Alterations or Regulatory Changes

(1) All delineations of payment by US Forces and by the Government of Singapore are per guidelines set out in the Singapore Employment Act and by the Ministry and Manpower. Subsequent changes to either will take precedence to guidelines in this instruction.

6. Special Leave

a. Amount of Special Leave. Special Leave is paid leave, without charge to AL, which may be granted by the employee's supervisor on the specified occasions listed in the following chart. Payment while on Special Leave will be 100% of the employee's ABR. Employees may be granted a maximum total of three (3) workdays of Special Leave in a leave year for the following occasions subject to the following limits:

Occasion	Hours	Work Days
Employee's Marriage	24	3
Death of his/her spouse	24	3
Death of his/her child	24	3
Death of his/her parent	24	3 ·
Death of his/her grandparent	16	2
Death of his/her sibling	16	2
Death of his/her parent-in-law	16	2

- b. Accrual and carry over of Special Leave. Special Leave is not accrued each leave year; it is granted on an as-needed basis subject to the limits stated above. If, during one leave year, an employee has used the annual maximum of Special Leave hours indicated above, any additional absences during the remainder of the leave year will be charged to AL or LWOP. Unused amounts of Special Leave are forfeited and may not be carried over or accumulated from year to year. Advancement of Special Leave is not permitted nor is there any lump sum payment for unused leave. Special Leave must be utilized within 14 calendar days of the occasion.
- c. <u>Documentation</u>. Adequate proof (marriage certificate, death certificate, etc.) must be submitted to the HRO Atsugi Singapore Support Office to support the request.

7. Leave Without Pay (LWOP)

- a. <u>Administration</u>. LWOP for up to 20 consecutive workdays may be granted for reasons considered appropriate by the employee's supervisor and the activity head or his/her designee. Extended LWOP, in excess of 20 consecutive workdays, may be granted only by the activity head or his/her designee. LWOP status cannot exceed fifty-two consecutive weeks. LWOP in excess of 2 calendar weeks must be documented by a Notification of Personnel Action (SF-50), since this will affect the employee's WGI. Upon the employee's return to duty, another SF-50 must be processed to return the employee to duty.
- b. <u>Effect on Holidays</u>. Singaporean or American holidays which occur within a period of LWOP will be charged as LWOP. However, if the employee is in a pay status on the workday preceding the holiday or the workday following the holiday, the holiday will not be charged to LWOP; employee will be paid for the holiday.
- c. <u>Effect on AL and ST/SL accrual</u>. When an employee's absence on EWOP within a year totals the equivalent of the hours in one pay period (80 hours), no proportionate amount of AL or ST/SL will be earned for that period. The employee's eligibility for maternity leave will also be proportionately reduced.
- 8. <u>Military Leave</u>. Male employees who are eligible for reserve service training with the Singapore Armed Forces are entitled to unpaid leave of absence from U.S. Forces for the period

in which they are on active duty. Military leave requests must be accompanied by the official order to report for reserve duty and a copy of the SAF Make Up Pay Claim Form. For days on reserve training, direct reimbursement should be sought by male employees from the Ministry of Defense, Singapore. For time and attendance purposes, military leave requests are considered biweekly differences without impact on service credit for WGI, leave accrual or bonus.

9. <u>Absence Without Leave (AWOL)</u>. AWOL is a non-pay status for any absence from duty which has not been approved by an employee's supervisor or higher supervisory level. Such absence will be charged to AWOL and pay will be forfeited for the entire period an employee is absent in an AWOL status. No AL or SL will be earned (credited) for periods in which an employee is in an AWOL status.

10. Absences not Chargeable to Leave

- a. <u>Types of Absences</u>. Circumstances under which absence from duty without charge to AL or ST/SL may be granted include:
 - (1) Compensatory time off in lieu of overtime pay;
 - (2) Participation in an employee grievance hearing;
- (3) Absence to take an administratively required medical examination or necessary treatment or examination immediately following an injury sustained in the performance of duty;
 - (4) Absence to visit blood donor centers for the purpose of donating blood;
- (5) Closure of employee's worksite due to fire, flood, lack of electricity or other natural disaster or hazardous or unhealthful working condition;
- (6) Attendance in court in a non-official capacity as a witness on behalf of the U.S. Government, local government or on behalf of a private party in any judicial proceeding to which the U.S. Government or local government is a party;
- (7) Attendance at examinations, where courses are sponsored by the employing DoD activity;
- (8) Absences of one hour or less due to emergencies or tardiness where such a command policy has been implemented; or
- (9) Employee is served with a Home Quarantine Order (HQO) issued under Singapore's Ministry of Health Infectious Diseases Act.

- (10) Other absences approved by the employee's supervisor as promulgated by the DoD Activity Head.
- b. <u>Approval and Recording of Absence</u>. Absence from duty for reasons listed above must be approved in advance by designated supervisors with approval authority prior to the employee being placed in an "excused absence" or "administrative leave" status, whichever is appropriate.

C. Holidays

1. Holidays. The following 18 (eighteen) holidays (19 days) will be observed:

Observed Holiday	Date		
New Year's Day	1 January		
Martin Luther King's Birthday	3rd Monday in January		
Hari Raya Haji	11 days preceding the date observed in		
	previous year		
Chinese New Year	2 days - usually in late January or early		
	February		
Washington's Birthday	3rd Monday in February		
Good Friday	Usually in March or April		
Labor Day	1 May		
Vesak Day	Usually in May		
Memorial Day	Last Monday in May		
U. S. Independence Day	Usually 4 July unless holiday falls on		
	weekend		
Singapore National Day	9 August		
·			
Labor Day	1st Monday in September		
Columbus Day	2nd Monday in October		
Deepavali	Usually in October or November		
Veterans Day	11 November		
Thanksgiving	4th Thursday in November		
Hari Raya Puasa	11 days preceding the date observed in		
	previous year		
Christmas Day	25 December		

- 2. <u>Alternate Observance of Holidays</u>. When a holiday falls on a Sunday, the following Monday will be observed as the holiday. If the holiday falls on a Saturday, the preceding Friday will be observed, unless Saturday is part of the employee's regularly scheduled workweek. If so, the employee will be granted the holiday on Saturday.
- 3. Effect of Official Duty Travel outside Singapore on Holidays. When a SN employee is attending training or is otherwise on a temporary duty assignment outside Singapore, he/she will not observe nor be compensated by holiday pay for Singapore holidays that occur during his/her absence from Singapore. Unless in the U.S. while on official travel, the SN employee similarly will not observe or be compensated by holiday pay for a U.S. holiday that occurs during his/her absence from Singapore. Should the observance of a local holiday in a country other than Singapore or the U.S. prevent the employee from performing assigned duties or attend training during normal working hours, the employee will observe the holiday of that country and be paid basic pay for that day. In no case will the SN employee on official duty travel be compensated by holiday pay or compensatory time.

D. Travel

- 1. <u>Foreign Area Clearance Guide</u>. Refer to the following site for guidance: https://www.fcg.pentagon.mil. Please note that non-U.S./non-Japanese citizens may enter SOFA facilities in Japan for orientation and liaison activities with prior notification to the GOJ.
- 2. The following information must be submitted 15 days in advance from the command or activity to be visited to the POC as designated in the Japan Foreign National section of the Foreign Area Clearance Guide:
 - a. Full names(s)of visitor(s)
 - b. Date(s)of entry and exit from Japan
- c. Port(s) of entry and exit from Japan (e.g., Naha International Airport, Haneda International Airport, etc.)
- d. A brief summary for the purpose of the visit, and whether installation logistical support will be requested (for purposes of SN training visits to Japan, logistical support will not be requested).

<u>CHAPTER 7</u> PERSONNEL RELATIONS AND SERVICES

A. Employee Conduct and Discipline

- 1. <u>Policy</u>. It is U.S. Government policy to use discipline as a managerial tool to correct deficiencies in employee conduct and conduct-related performance, as a deterrent to unacceptable conduct or behavior, and for correction of other situations that interfere with efficient operations. Because of the sensitivity of the administration of discipline in overseas areas, the FLO and HRO Atsugi will be advised from the outset when an action has occurred that may require discipline of a SN employee.
- 2. <u>General</u>. Disciplinary actions will be processed as promptly as possible following the guidance provided in this Section without sacrificing procedural correctness or careful and thorough investigation of the alleged incident. Managers are responsible for the direction and maintenance of good discipline of employees under their supervision.
- 3. <u>Progressive Discipline</u>. Discipline for inappropriate conduct should normally be at the minimum level necessary to correct the behavior. Discipline will normally be progressive, commencing with an oral counseling session. If the oral counseling session does not correct the inappropriate behavior, then the severity of the disciplinary action penalty may be increased once another infraction has been committed.
- 4. Egregious Behavior. Certain conduct is so egregious as to warrant suspension or separation on the first offense. Examples include, theft or willful damage or destruction of government property; willful release of procurement-sensitive information; physical threats or acts of violence; or disobedience to explicit orders which result in a serious adverse impact upon mission accomplishment. Any allegations of sexual harassment involving SN employees will be reported directly to the PMO or other designated point of contact who will notify the activity head so an investigation may be completed consistent with agency regulations. Employees may be suspended without pay as determined by the supervisor and activity head in consultation with HRO Atsugi. Periods of non-pay status of two weeks or more are deducted from creditable service for leave purposes.
- 5. Offenses and Remedies. The Schedule of Offenses and Recommended Remedies contained in Appendix N is to be used as a guide for management officials to correct deficiencies in employee conduct and conduct-related performance. The Schedule is not intended to cover all possible offenses and relates to administrative actions that may be taken by management notwithstanding criminal punishment or other actions the employee may be subject to outside his employment status with the U.S. Forces in Singapore.

- 6. Types of Disciplinary Actions. As indicated above, penalties may range from an oral admonishment (an informal, undocumented action between supervisor and employee) to separation. Criteria to be considered when determining the severity of penalty within the recommended range include: the nature of the offense, the employee's work record, past disciplinary record, nature of position (more severe if supervisory position or other positions of trust) and any extenuating or mitigating circumstances. The following describes types of disciplinary actions in increasing order of severity.
- a. <u>Oral Admonishment/Letters of Caution</u>. Oral admonishments or letters of caution are informal actions and usually constitute the first step in progressive discipline. Although not formal disciplinary actions, they bring conduct or conduct-related performance deficiencies to the employee's attention by warning that any further infraction may subject the employee to formal disciplinary action that will become a matter of record. These warnings may not be counted as prior offenses for the purpose of imposing a more severe penalty should the infraction be repeated. Appendix O is a sample Letter of Caution which may be issued by first-line supervisors after coordination with HRO. Oral admonishments and Letters are not grievable under the grievance system established under Chapter 7 because they are not formal actions and are not recorded in an employee's OPF.
- b. <u>Letter of Reprimand</u>. A Letter of Reprimand (LOR) is appropriate when conduct warrants formal discipline. A letter of reprimand will:
 - (1) Specify the reason(s) for its issuance;
 - (2) Specify the employee's right to file a grievance;
- (3) State the length of time (NLT one year/NTE two years) that the LOR will be retained in the employee's OPF; and
- (4) State, that in the event of a future infraction, it may be counted as a prior offense when determining an appropriate remedy under Appendix N.
- (5) Appendix P is a sample LOR. First-line supervisors must discuss the issuance of a LOR with HRO before informing the employee that he/she will be disciplined. The matter will then be coordinated with HRO Atsugi to ensure all technical aspects of the action have been met.
- (6) When presenting the LOR to the employee, the first-line supervisor will ask the employee to acknowledge receipt on a duplicate copy of the LOR. If the employee refuses to acknowledge receipt or refuses to accept the LOR, the first-line supervisor will so indicate on the duplicate copy the date and time the LOR was attempted to be delivered to the employee and that the employee refused to acknowledge receipt and/or accept the LOR. If the employee accepted the LOR but did not acknowledge receipt, the duplicate of the LOR will be filed in his/her OPF.

If the employee refused to acknowledge and accept the LOR, then the annotated original LOR will be retained and filed in the employee's OPF.

- c. <u>Suspension</u>. A suspension is a temporary involuntary non-pay non-duty status and may be the final step in progressive discipline before a separation action is taken. A suspension is normally proposed by the SN employee's first line supervisor and then decided upon by the next level supervisor or head of the activity. The proposing official and deciding official may not be the same person unless the first line supervisor of the employee is the head of the activity. Appendix Q is a sample Advance Notice or Proposed Suspension. The following procedures apply:
- (1) Proposed suspension must be coordinated in advance with HRO Atsugi for advice, guidance and assistance in drafting the proposed notice.
- (2) The employee will be provided a written notice of the proposed penalty of suspension stating:
 - (a) Specific reason(s);
- (b) Management official having authority to receive the employee's reply and either make or recommend a final decision on the proposed action;
- (c) The number of days from the date of receipt (normally 3-5 workdays) in which the employee may reply;
- (d) The right of the employee or his/her designated representative to review (but not necessarily get a copy of) the material being relied upon to support the reasons given in the notice;
- (e) That a reasonable amount of official time (usually, duty hours equivalent to three to five workdays, depending upon the severity and complexity of the infraction) to review the material, prepare an answer and secure affidavits will be accorded the employee, if the employee is otherwise in a paid duty status; and
- (f) If a suspension is decided to be the appropriate penalty, a written decision will be provided the employee from a higher level management official within the activity/command than that who proposed the action. The written decision will consider only the reasons specified in the notice of proposed action; give the reasons for the decision; consider any answer the employee or his/her representative made; specify the effective date of the action; specify the employee's right to file a grievance and the time limits in which to do so; and must be delivered to the employee before the effective date of the action. Appendix R is a sample Decision on

Proposed Suspension letter. The employee may be provided his/her Suspension SF-50 at a later date.

- d. <u>Separation</u>. Separation under section A, subparagraph 6d of Chapter 7 shall constitute separation "for cause" under subparagraph 3a(1) of Chapter 3. Separation should be taken only after less severe disciplinary measures have failed or when the first offense is of such a serious nature that separation of the employee is clearly warranted. This subparagraph will outline the necessary procedures.
- (1) Advance Notice. All employees, except those excluded by the subparagraphs below, are entitled to an advance written notice of separation of at least 30 calendar days from their employing DoD activity before the proposed effective date of the separation. The exceptions are:
 - (a) Employees who are separated from temporary appointments; or
- (b) Employees who are separated from full-time employment and re-employed, without a break in service, on a part-time basis, or vice versa.
- (2) Payment in Lieu of Notice. If the employing activity decides to effect the separation before the end of the 30-day advance notice period, the employee will be paid an amount equivalent to the ABR the employee would have earned during the remainder of the notice period. Payment in lieu of notice will be computed on the basis of the employee's salary at the time of separation. Salary payments normally made each PP, the ABR, will be used to calculate the payment. Irregular or occasional payments, such as bonus and premium pay, will not be included.
- (3) Content of Advance Written Notice. The following procedures pertain to the advance written notice:
 - (a) The employee will be provided the specific reasons for the separation action;
- (b) The name and title of the management official designated to hear an oral reply or receive a written reply (the official so designated must have authority to either make or recommend a final decision on the proposed action);
- (c) The number of days from the date of receipt of the proposal (normally, from three (3) to five (5) workdays) in which the employee may reply orally or in writing;
- (d) The right of the employee or his/her designated representative to review the material being relied upon to support the reasons given in the notice (does not necessarily mean

the employee or representative is entitled to a copy of all relevant material, however, copies may be provided if it does not infringe upon the right to privacy of another individual);

- (e) That a reasonable amount of official time (usually, duty hours equivalent to three to five workdays, depending upon the severity and complexity of the infraction) to review the material, prepare an answer, and secure affidavits will be accorded the employee, if the employee is otherwise in a paid duty status; and
- (f) That if separation is the action decided upon, a written decision will be provided the employee from a higher level management official within the activity/command than that who issued the advance written notice (unless proposed by the activity head).
- (4) Notice of Final Decision. The written decision will consider only the reasons specified in the advance notice; give the reasons for the decision; consider any answer the employee or his/her representative made; specify the effective date of the action; specify the employee's right to file an appeal with the activity head and the time limits in which to do so; and must be delivered to the employee before the effective date of the action. The employee should be provided the Separation SF-50 at the same time as the decision letter is delivered.
- (5) Appeal to Employing Activity Head. An appeal of the separation action must be received by the activity head before the effective date of separation. He/She will review the basis of the written appeal and may meet with the employee before issuing his/her decision. The activity head can decide to uphold the separation action, reduce the action to a non-separation action (such as suspension or demotion) or delay the effective date until he/she has had an opportunity to review the facts of the case and make a ruling. The decision of the activity head is final and there is no further opportunity for appeal. The SF-52 will reflect the activity head's decision and its effective date.
- 7. Monetary Entitlements upon Separation. See Chapter 3 paragraph 3 (Severance Pay) and Chapter 6 Section B subparagraph 3f (unused Annual Leave) for applicable payments that may be made to employees who separate from an employing DoD activity in Singapore.
- 8. Relation to Civilian Employee Assistance Program. If poor or deteriorating work performance or employee misconduct appears to be related to drug or alcohol abuse, the immediate supervisor and Department Head (or equivalent) will discuss the individual situation with the PMO or equivalent level employing activity management official. If consensus exists that the problem appears to be alcohol- or drug-related, the immediate supervisor will discuss the conduct or performance problem with the employee, asking whether the employee acknowledges that the problem may be related to alcohol or drug use. If the employee acknowledges the potential relationship between performance/ conduct and chemical dependency, the employee will be given 30 calendar days to demonstrate to management that he/she has sought treatment for the condition. If the conduct or performance problem does not reoccur, any proposed

disciplinary action will be canceled. If the problem reoccurs, the initial action will be processed in addition to any subsequent actions.

Note: The offering of counseling services for chemical dependency does not preclude separation for a first offense when the action is so egregious as to significantly adversely impact operations or morale within the organization or bring discredit to the U.S. Forces. In such cases, SN employees may be separated without an offer of the 30 day demonstration period or counseling regardless of whether the inappropriate behavior was impacted by alcohol or drug use.

B. Grievance Procedures

- 1. General. SN employees have the following three-step grievance procedure available to them to raise matters of disagreement or dissatisfaction to appropriate levels of their employing activity. Grievances must be submitted within 15 calendar days after the alleged act and/or condition causing the grievance becomes known to the employee. If the person to whom the grievance is directed against is a manager or against a supervisor who is higher in the supervisory chain than the employee's immediate supervisor, the employee may proceed directly to Step 2 as outlined below. The matter being grieved must be personal to the employee and must be under the administrative control of the employing activity. Likewise, the requested relief must also be personal to the employee. For example, the employee cannot request that another person be disciplined as his/her relief since that is not personal to the grievant but personal to the other employee. Discriminatory action will not be taken against an employee due to his having undertaken action under these provisions. Questions regarding whether a matter is grievable or personal to the employee should be directed to the Foreign Labor Office, Commander, U.S. Naval Forces Japan.
- a. Step 1. When an employee has a grievance, the employee shall present it in writing to his or her immediate supervisor. If the requested remedial action is within the authority of the supervisor, the supervisor shall consider the grievance promptly and impartially. The supervisor shall collect and evaluate all the essential facts and shall inform the employee in writing within ten calendar days (after the employee has presented the grievance) of their decision as well as advise the employee's right to discuss the problem with the next higher supervisor. A copy of the SN Second Step Grievance form shall also be provided to the employee at that time.
- b. Step 2. If the employee is dissatisfied with the decision at the first step, the employee may present their grievance in writing to the CNRJ Atsugi HR Chief, utilizing the "SN Second Step Grievance" form. The employee must submit the form within five (5) work days following the receipt of the first step decision. Within 10 work days after receipt of the written grievance, the Atsugi HR Chief via his/her designated HR Specialist will initiate an investigation and shall afford the employee an opportunity to present his/her grievance as well as any supporting evidence. The employee may be accompanied by not more than one fellow employee currently employed by US Forces at SAC of their choice when presenting evidence, provided the person is

willing and free to do so. The presence of the fellow employee, however, must not result in a conflict of interest as determined by the HR Chief. Within 10 work days after the conclusion of the investigation and review of submitted evidence, the HR Chief shall issue a written decision to the employee, as well as advise the employee of his/her right to appeal the decision. A copy of the SN Third Step Grievance form shall also be provided to the employee at that time. If the employee is dissatisfied with the decision of the HR Chief, the employee may present his/her appeal in writing, to the CNFJ Director of Total Force Manpower (N1) via the Singapore HR Specialist and the Foreign Labor Officer utilizing the "SN Third Step Grievance" form. The employee shall submit the third step grievance and all supporting documentation to the Singapore HR Specialist within six (6) work days from receipt of the second step decision. The HR Specialist shall forward the entire appeal package to the Foreign Labor Officer.

c. Step 3. Upon receipt of a third step grievance, the CNFJ N1 may render a decision granting the relief requested within fourteen (14) work days or shall refer it to the Grievance Advisory Committee. The Grievance Advisory Committee shall promptly conduct a hearing at which the employee shall be present. The employee may be accompanied by not more than one fellow employee currently employed by US Forces at SAC of his/her choice, provided the fellow employee is willing and free to do so. The presence of the fellow employee, however, must not result in a conflict of interest as determined by the HR Chief. The employee shall be given full opportunity to present his/her case and to present witnesses to support his/her position. Further, the employee shall be given an opportunity to reply to any evidence against him/her. Hearings shall be conducted informally without the use of legal rules of evidence. A record of such third step hearing will be taken and shall include the names of the individuals who participate, a statement of the grievance, and a summary or transcript of each person's testimony. The Grievance Advisory Committee shall forward this record along with the Committee's findings of fact and recommendations to the CNFJ N1 via the Foreign Labor Officer, who shall render a final written decision within thirty (30) work days. The CNFJ N1's decision shall be final. SN employees are not covered by U.S. Equal Employment Opportunity laws, therefore the proper venue in which to file any type of allegation based on discrimination (unequal treatment because of race, sex, ethnicity, age, religion or other non-merit factors) including sexual harassment, is through the above outlined formal grievance system.

d. Installation Grievance Advisory Committee

- (1) Membership. The Regional Director shall appoint a Grievance Advisory Committee composed of two US Forces personnel (normally one US officer and one US civilian employee) and one SN employee at the installation. One of the two US Forces members will be designated as chairman. The SAC Director shall have the discretion to alter the committee members as necessary to ensure non-partiality.
- (2) Responsibility. The Grievance Advisory Committee (GAC) shall review and investigate grievances appealed to the third step that are referred to the Committee by the CNFJ

- N1. The GAC shall make recommendations to the CNFJ N1 after a full and fair hearing and consideration of all the facts in the case.
- (3) Procedures. The GAC shall hold hearings on all grievances referred by the Foreign Labor Officer. The GAC may call upon installation personnel to render assistance, present evidence, and furnish pertinent records or material as the circumstances may require.
- (4) Findings of Fact and Recommendations. The GAC's findings of fact and recommended action on each grievance, together with a transcript or summary of the hearing, shall be presented to the CNFJ N1. In the event of a minority opinion, both the majority and minority opinions and recommendations shall be presented.
- (5) Administrative leave with pay shall be granted to employees who participate in grievance procedures as set forth herein.

C. Health Program

1. <u>Physical Examination</u>. A prospective SN employee must pass a physical examination for the position selected (if the position requires) prior to his/her initial entrance on duty. Thereafter, a physical examination may be required if it appears the SN employee is either physically unable to perform his/her duties or has exhibited a pattern of absences due to medical reasons that raise the suspicion that the employee is abusing ST/SL.

2. Occupational Injury or Illness

- a. <u>Coverage</u>. Singapore Work Injury Compensation Act (WICA) is available to all SN employees in the event of work-related accident or disease.
- b. <u>Singapore Work Injury Compensation Act (WICA)</u>. An employee who has injuries that are sustained in the performance of duty should follow these procedures:
- c. Accident Reporting. The employee is required to give notice to the HR Office as soon as practicable after the accident. Inform the HR Office of the number of days of medical or hospital leave that was granted by the doctor when you are discharged from the hospital.
- (1) If the employee is unfit for work for less than 3 consecutive days or hospitalized for less than 24 hours: According to Ministry of Manpower (MOM) guidelines, the accident need not be reported by the employer where the accident results in incapacity that renders the employee unfit for work for less than 3 consecutive days or the employee is admitted in a hospital for less than 24 hours for observation of treatment.

- (2) If the employee is unfit for work for more than 3 consecutive days or hospitalized for at least 24 hours HR will have to report a work-related accident to the manpower ministry (MOM) within 10 days of the occurrence where the accident results in any incapacity that renders the employee unfit for work for more than 3 consecutive days or the employee is admitted in a hospital for at least 24 hours for observation or treatment. To report an accident, HR will need the following information for online reporting:
 - (a) Date of Accident
 - (b) Time of Accident
 - (c) Description of Accident
- (d) Does the victim want to report for the purpose of Work Injury Compensation Yes or No
 - (e) Was the victim on official duty when accident occurred Yes or No
 - (f) Correspondence Address of Victim
 - (g) Contact details of Victim telephone/email
 - (h) Was victim hospitalized for more than 24 hours Yes or No
 - (i) Is victim currently hospitalized Yes or No
 - (j) Number of days of medical leave (from date of reporting)
 - (k) Description of Nature of injury in detail e.g. finger is injured
 - (1) Which part of the body was injured e.g. abdomen
 - (m) Name and Address of Hospital

Please provide the above information to HR for online reporting to the Occupational Safety and Health Division of MOM within 10 days of the occurrence of the accident. The injured employee is required to inform HR of the accident as soon as practicable so that the accident can be reported within MOM's stipulated time period of reporting.

d. <u>Procedures for claiming Work Injury Compensation for serious work related injury.</u> The following steps outline the general procedure for claiming work injury compensation.

- (1) Filing a Work Injury Compensation Claim. If an employee wishes to claim Work Injury Compensation instead of seeking damages under common law, he/she has up to one year from the date of the accident to submit a claim to MOM. The employee (i.e. claimant) should notify the MOM and HR Office of any changes to his/her contact address while his/her claim is been processed.
- (2) <u>Undergoing Medical Assessment</u>. For claimants who are eligible for Work Injury Compensation, they will be required to undergo a medical assessment to determine the extent of the injury suffered. This is for the purpose of determining the amount of compensation payable. MOM will provide a medical report form to the employing activity or claimant for purpose of the medical assessment by the treating clinic/hospital. Upon receipt of the medical report form, the employing activity/claimant should send it promptly to the treating clinic/hospital, together with the medical report fees as stipulated by the clinic/hospital. The medical report fees will be borne by the employing activity. The claimant should pro-actively follow up with the clinic/hospital for appointment dates and undergo the medical treatment and medical assessment. The claimant should not work if he/she is certified to be medically unfit for work. If in doubt, the claimant/employing activity should seek advice from the treating doctor whether the claimant is fit for work. Should the claimant be compelled to work when he/she is unfit to do so, he/she can approach MOM for assistance. If the claimant failed to submit himself/herself for the medical assessment and such failure extends beyond 3 months, his/her claim may be suspended, and compensation may not be payable. To ensure continuity in medical treatment and proper recovery of injury, the claimant should refrain from switching doctors unnecessarily without referral by the treating clinic/hospital. The claimant should inform the HR Office and MOM immediately if he/she changes the clinic/hospital where he/she receives treatment.
- 3. <u>Staff Health and Wellness</u>. SN employees may voluntarily participate in command health and wellness activities throughout the year. Supervisors are encouraged to support the use of flexible work hours in combination with scheduled lunch breaks to facilitate employee participation. Employee participation will be balanced with workload and duty requirements, and it will not interfere with the ability of the work center to perform its mission.

<u>CHAPTER 8</u> CENTRAL PROVIDENT FUND AND INSURANCE

- 1. <u>Central Provident Fund (CPF)</u>. The employee's account in the CPF is the primary source of post-employment benefits after retirement. All Singapore National employees automatically participate in Singapore's Government-run CPF.
- a. <u>Computations</u>. CPF computations are based on employees' wages. Employee contributions are withheld from bi-weekly salary paychecks. The employer's and the employee's contributions are paid by payroll directly to the CPF and are credited to the employee's CPF account. Employees are encouraged to inquire regularly into the status of their CPF account at the CPF Board. Employees may call the CPF call center at 1800-227-1188 or visit the CPF website at www.cpf.gov.sg for more detailed information and to obtain the current contribution rates.
- b. Other Funds. The CPF Board is also the collecting agent for the Mosque Building and Mendaki Fund (MBMF), Singapore Indian Development Association (SINDA), Chinese Development Assistance Council (CDAC) Fund and Eurasian Community Fund (ECF) contributions. If employees wish to contribute different amounts or opt out of the MBMF, SINDA, CDAC or ECF schemes, they would have to obtain the relevant forms from those respective bodies, complete and submit the forms to payroll.
- 2. <u>Health Insurance and Coverage</u>. All SN employees of DoD activities are covered by health insurance. Dependents of SN employees will have up to 80% of the cost of their premiums borne by the employing DoD activity. For the latest information on coverage by the current health care provider, please contact the activity POC for SN personnel at employing activities.
- 3. <u>Life Insurance Coverage and Benefits</u>. Life insurance coverage will be provided to all eligible SN employees. The latest information on carrier eligibility, coverage and benefits may be obtained from the POC for personnel matters at DoD activities employing SNs.

<u>CHAPTER 9</u> SPECIAL IMMIGRANT-EMPLOYMENT/FAMILY MEMBER VISAS

1. Immigration to the United States

- a. Fifteen (15) years cumulative service to the U.S. Government (appropriated fund only) entitles a foreign national to apply for a special immigrant visa. If accepted, the foreign national must show an immediate intent to immigrate, i.e. this acceptance cannot be "banked" against potential future events. The law limits special immigrant visa validity to one year and petition to immigrate to six months. These limits are inconsistent with continued SN employment, which therefore must be terminated.
- b. SN employees who file for Special Immigrant-Employment visas or who are petitioned by family members to become permanent resident aliens in the United States must keep their activity heads informed of the progress of these actions.
- c. A SN employee who is granted a Special Immigrant-Employment visa must resign his/her SN position as a condition of accepting that visa. At least 30 days' advance notice must be provided to the employing activity by the SN employee prior to his/her planned separation date to immigrate to the United States so recruitment on the upcoming vacancy can begin. Eligibility to hold a SN position is not lost until the SN employee uses the visa and enters the United States as a Permanent Resident Alien. Employees who accept and use this visa but who do not resign from their SN positions will be reported to the American Embassy Singapore, and may be separated for cause by their employing activity.
- d. Similarly, a SN employee who is granted a Family Member Immigrant visa must notify his/her activity head as early as possible, preferably at least 60 days in advance of the date of travel, of the intent to immigrate to the United States to join his/her family member sponsor. Eligibility to hold a SN position is not lost until the SN employee actually arrives in the United States and is issued a "green card", which documents the person's permanent resident alien status.
- e. The decision to become a Permanent Resident Alien of the United States is considered wholly voluntary on the part of the individual.

APPENDIX A DEFINITIONS

1. Terms Defined

- a. <u>Singapore National (SN)</u>. An appropriated fund non-U.S. citizen employee who is not a citizen or permanent resident of the U.S., and is recruited in and employable under Singapore law.
- b. <u>Host Country</u>. A country other than the U.S., its territories and possessions, where U.S. Forces agencies are present, which is the locality of employment for purposes of this instruction.
- c. <u>U.S. Indo-Pacific Command (USINDOPACOM)</u>. Unified DOD commander for the Pacific theater, which includes Singapore.
- d. <u>JLPC</u>. USINDOPACOM Joint Labor Policy Council, which holds DOD-delegated authority to jointly determine pay and conditions of employment for foreign nationals in the Pacific theater.
 - e. The American Embassy. Embassy of the United States of America, Singapore.
 - f. Appropriated fund. Funding derived from U.S. Congressional appropriations.
- g. <u>Non-appropriated fund</u>. Funding derived from sources other than the U.S. Congress, e.g. sales, services and user fees.

APPENDIX B REFERENCES

- 1. <u>References</u>. The references in subparagraphs 1a through 1e below provide the primary regulatory framework for the U.S. Forces' Singapore employment system.
 - a. Foreign Service Act of 1980, et seq
 - b. DoD Manual 1400.25-M, Subchapter 1231
 - c. DoD Manual 1400.25-M, Subchapter 1251
- d. DOD 1416.8-M, DOD Manual for Foreign National Compensation, including the unpublished Appendix H, Singapore U.S. Forces (USF) Total Compensation Comparability. The "TCC Plan" is issued by the Assistant Secretary of Defense for Force Management Policy (ASD(FMP)), which retains the authority to issue country TCC Plans, as well as to approve so-called "public interest determinations" which differ from prevailing practice. The TCC Plan provides terms of reference for comparing USF practices with those of the home country. It links appropriated fund compensation provisions to the local compensation plan for Foreign Service National (FSN) employees of the Embassy of the United States of America, Singapore.
- e. USPACOMINST 0201.1, Personnel Administration for U.S. Forces Foreign National (FN) Civilian Employees in U.S. Indo-Pacific Command (USINDOPACOM) Foreign Areas. This overall FN issuance applies to all employment and pay under foreign national employment systems in USINDOPACOM.
- 2. <u>Other References</u>. The references below are listed in order of their appearance in this Instruction.
 - a. 3 FAH-2 H-400, Foreign Service National Position Classification
 - b. American Embassy Handbook for Foreign Service National Employees, Singapore, Jul 15
 - c. Defense Appropriations Act §8002
 - d. 9 FAM 502.5
 - e. 22 CFR 42.32(d)(1)
 - f. Singapore Ministry of Manpower Website at ww.mom.gov.sg

APPENDIX C SAMPLE RECRUITMENT SF-52

Standard Form 52 Rev. 7/91 U.S. Office of Personnel Management EPM Supp. 296-33. Subob. 3

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APPENDIX D SAMPLE RECLASSIFICATION SF-52

Standard Form 52 Rev. 7/91 U.S. Office of Personnel Management FPM Supp. 296-33, Subch. 3

REQUEST FOR PERSONNEL ACTION

PART A - Reque 1. Actions Requested											2. Re	quest Nu	TIDEL
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APPENDIX E SAMPLE JOB VACANCY ANNOUNCEMENT

HUMAN RESOURCES OFFICE ATSUGI SATELLITE OFFICE

VACANCY ANNOUNCEMENT

ANNOUNCEMENT NUMBER: SN-005-08

TITLE/SERIES/GRADE: Accounting Technician, SN-0525-07/08

SALARY: SN-07: S\$33,007 - S\$57,742

SN-08: S\$44,922 - S\$78,597

OPEN DATE: 24 July 2008 CLOSING DATE: 31 July 2008

LOCATION: Comptroller Department, Navy Region Center Singapore

RPA NUMBER (HRO use only): 082742

AREA OF CONSIDERATION: Current permanent federal local national employees in Navy Region Center

Singapore only.

NOTES:

- 1. The full performance level of this position is SN-08. If selected at the lower grade, incumbent may be noncompetitively promoted to the next higher grade without further competition and upon meeting all qualification requirements and at management's discretion. Promotion is neither implied nor guaranteed.
- 2. Vacancies filled from announcements covering multiple grade levels may be filled at any grade level listed
- 3. Miscellaneous Benefits Allowances are in addition to the base pay shown above.
- 4. Must be able to obtain a satisfactory background check as a condition of employment.

DUTIES: Maintains appropriated (APF) and reimbursable fund budgets and accounting records. Establishes proper job order numbers in Standardized Accounting and Reporting System - Field Level to capture obligation and expense data. Posts accounting transactions to general ledger accounts. Ensures proper collection of reimbursable costs from tenants. Reviews, examines, verifies, and analyzes records and documents for correctness and accuracy. Assigns appropriate job order numbers and accounting codes for expenses incurred. Reviews complex and unusual financial and accounting reports. Reconciles and analyzes variances between obligations and actual expenditures. Prepares APF reporting documents and reports to higher authority. Ensures files of correspondence pertaining to accounting records are maintained in accordance with guidelines

QUALIFICATION REQUIREMENTS:

SN-07: One (1) year of specialized experience equivalent to at least SN-06 level

SN-08: One (1) year of specialized experience equivalent to at least SN-07 level

SPECIALIZED EXPERIENCE: Experience which equipped the applicant with the particular knowledge, skills, and abilities (KSAs) to perform successfully the duties of the position and that is in or directly related to the position to be filled.

<u>SPECIALIZED EXPERIENCE AT SN-06 LEVEL</u> is defined as experience in analyzing, classifying, and obligating commitments and obligation documents, reviewing data for validity and expenditure limitation, verification of the accuracy of codes, amounts, or similar data in numeric form against related documents, e.g., balancing, reconciling, and adjusting accounts.

SPECIALIZED EXPERIENCE AT SN-07 LEVEL is defined as experience in analyzing, classifying, and obligating commitment and obligation documents, reviewing data for validity and expenditure limitation, verification of the accuracy of codes, amounts, or similar data in numeric form against related documents, e.g., balancing, reconciling, and adjusting accounts; experience obligating documents containing extensive subdivision of allotments and a number of accounts which are interrelated.

EVALUATION FACTORS: Applicants who meet the minimum qualification requirements will be rated on the following job related Knowledge, Skills and Abilities (KSAs). Applicants are strongly encouraged to address these factors to receive full consideration. Include dates, level of experience, and where you obtained the KSA.

- 1. Knowledge of accounting procedures and techniques.
- 2. Knowledge and skills in standard computer programs including spreadsheets and word processing.
- Knowledge of methods, procedures and techniques used to review and analyze all classes of accounts and financial transactions.
- 4. Ability to maintain and reconcile accounts and accounting records.
- 5. Proficient in the English language, both oral and written.

SELECTIVE FACTOR: none

SPECIAL REQUIREMENTS: 1. SUBJECT TO SATISFACTORY COMPLETION OF BACKGROUND CHECKS. 2. MUST ADDRESS KSAS.

INQUIRIES REGARDING THIS VACANCY: Call the Human Resources Assistant at 6750 2568.

VACANCY ANNOUNCEMENT INFORMATION AND INSTRUCTIONS

WHO MAY APPLY: Refer to the Area of Consideration for each vacancy announcement.

HOW TO APPLY: Application and forms must be received by the Human Resources Assistant, Building 7-4. PSA Sembawang Terminal. Deptford Road, Singapore 759657, by 1500 on the closing/cut-off date of the announcement. All applications must show the announcement number and grade(s) applying for. Do not submit copies of position/job descriptions, training certificates or other extraneous material not requested. It is the applicant's responsibility to make a copy of the application and attachments for future use. Applications and attachments will not be retrieved for duplication or for return. Each applicant is responsible for submitting complete information on his/her qualifications to include an accurate description of experience and dates of experience. Applicants must meet all eligibility and qualifications requirements as of the closing date/cut-off date of the announcement. Failure to submit required information or to meet the closing/cut-off date may result in a loss of consideration for the position for which you are applying. Postmark date, faxed or emailed applications will not be accepted.

FORMS REQUIRED:

- OF 612 Optional Application for Federal Employment, resume, Application for Federal Employment (SF-171) or other written format. Those using a resume or other written format should refer to the flyer OF 510 - "Applying for a Federal Job" for required information.
- 2. Resume and alternative forms of applications MUST contain the following:
 - Announcement number, title and grade of the job for which you are applying.
 - Full name, mailing address, and day and evening telephone numbers; Singapore Identity Card number; country of citizenship.
 - Education: Name of high school, city, state and date of diploma or GED; name of college and/or university, city state; majors with type and year of any degrees received.
 - Highest Federal civilian grade held (also give job series and dates held); proof of reinstatement eligibility, if applicable.
 - Work Experience: Job title, duties and accomplishments, employer's name and address; supervisor's name and phone number; starting and ending dates (Mo/Yr), hours per week, & salary. Include all relevant experience, whether it was paid or volunteer work. Do not send copies of job descriptions, personal endorsements or other unsolicited material. If you do not wish us to contact your present employer, please state clearly.
 - Other Qualifications: List dates and titles of job-related training courses, certificates, licenses, honors, awards, and special accomplishments.
 - An original signature and date.
- Supplemental Experience Statement or separate sheet addressing KSAs (knowledge, skills & abilities) as required by the announcement.
- 4. Copy of most recent performance appraisal.
- SF-50 copy Submit if current or previous Federal employee or reinstatement eligible. NAF employees must provide most recent copy of Personnel Action Report (PAR) and HRSCPR 12300. CIPMS employees must provide a copy of the SF-50 which shows the appointment into a position covered by CIPMS and the most recent SF-50.
- Official transcripts OR statement from institution's registrar, dean, or other appropriate official when education is a basic requirement for the position or if desiring to qualify on the basis of substituting education for experience.
- 7. All other forms and information required in the specific vacancy announcement.

EDUCATION: When education is a basic requirement for the position, or when substituting education for experience, applicants MUST provide documentation or proof that he/she has met the education provisions with their application (Acceptable documentation/proof: official transcripts OR statement from institutions registrar, dean, or other appropriate official for ALL institutions attended). Foreign education must include evidence that it is comparable to education received at accredited educational institutions in the United States. All substitutions of education for experience will be made in accordance with OPM approved qualification standards. Only attendance and/or degrees from schools accredited by accrediting institutions recognized by the U.S. Department of Education are acceptable to meet positive education requirements or to substitute education for experience. For additional information, please go to the Office of Personnel Management (OPM) and the U.S. Department Education websites at http://www.ed.gov/admins/finaid/accred/index.html.

SUPERIOR ACADEMIC ACHIEVEMENT (S.A.A.): S.A..A. is based on (1) Class standing—must be in the upper third of the graduating class in the college, university, or major subdivision OR (2) Grade-point average—a)3.0 or higher out of a possible 4.0 as recorded on their official transcript, or as computed based on 4 years of education, or computed based on courses completed during the final 2 years of the curriculum; or b) 3.5 or higher out of a possible 4.0 based on the average of the required courses completed in the major field or the required courses in the major field completed during the final 2 years of the curriculum OR (3) honor society membership.

EVALUATION METHOD: Information contained in the application to include KSAs, supplemental experience statement (if required) and performance appraisal will be used to determine basic eligibility and to identify the best qualified candidates. For each work experience, if you describe more than one type of work (for example, carpentry and painting, or guard and supply), provide the approximate percentage of time you spent doing each.

<u>DEVELOPMENTAL OR TRAINEE POSITIONS</u>: If selected for a developmental or trainee position, the selectee will undergo training and/or work experience and may be promoted to the intermediate and/or target levels without further competition when eligible and at the supervisor's discretion; however, promotions are not guaranteed.

REASONABLE ACCOMODATION: This agency provides reasonable accommodations to applicants with disabilities. If you need a reasonable accommodation for any part of the application and hiring process, please notify the agency. The decision on granting reasonable accommodation will be on a case-by-case basis.

OTHER PERTINENT INFORMATION:

- The filling of positions is subject to referrals and placement from regulatory placement programs.
- Management reserves the right to fill these positions by the most appropriate method. At management's discretion, the area of consideration indicated in the announcement may include noncompetitive eligibles, who may be referred to the selecting official at any point during the recruitment process. Acceptance of applications under this procedure does not guarantee referral. If circumstances warrant, management may decide at any time to cancel a vacancy, change the area of consideration, and/or the number of positions to be filled. The selecting official is entitled to select any certified candidate, to non-select all candidates or to select from other sources during the recruitment process.
- Applications from this announcement may be referred for future vacancies of the same title, series, and grade which occur at
 the same activity within 90 days of the selection/closing date of the announcement.
- It is a violation of 18 USC 1719 to use a postage paid government envelope to mail job applications. Facsimile applications will
 not be accepted, unless otherwise authorized.
- Selectee will be required to participate in Direct Deposit Electronic Fund Transfer as a condition of employment.

AN EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER

There will be no discrimination in identification, qualification, evaluation, or selection of candidates because of political, religious, or labor organization affiliation or nonaffiliation, marital status, race, color, sex, sexual orientation, national origin, nondisqualifying physical handicap or age.

This agency provides reasonable accommodation to applicants with disabilities where appropriate. If you need a reasonable accommodation for any part of the application and hiring process, please notify the agency. Determinations on requests for reasonable accommodation will be made on a case-by-case basis. If you have questions regarding this agency's reasonable accommodation policy contact the Chief, Employee Relations Division, HRO Yokosuka at DSN: 243-8187 or (81) 46-816-8187.

APPENDIX F APPLICANT INTERVIEW SUMMARY

Applicant Interview Summary Personnel Office

			Date: _	
Position Title and Grade:				
'est Scores (if applicable)	r: Shorthan			
Other	(specify):			
urrent Employer:			<u> </u>	
Ork Experience:				-
pecial Job Related Qualifica	tions:			
usessment of English:				
	Spoken	Reading	Comprehension	Writing
	None:			
	Some:			
	Good:			
	Excellent:			
at Results, if required:	***************************************			· · · · · · · · · · · · · · · · · · ·
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crall Evaluation:				
Not qualified				•
Meets minimum qua	difications for			
Well qualified for				position
Outstanding Candidat				
	***************************************	Signature Intervie	wine Officer	

APPENDIX G

SIGNIFICANT PERFORMANCE APPRAISAL ACTIONS

Within 30 days of beginning of the rating period/ employee starting a new job/new rater being assigned:	Review and establish performance plan for the year. ONLY CRITICAL ELEMENTS USED. Supervisor meets with each employee to discuss and review mission requirements, and the employee's performance plan. Both Supervisor and employee sign and date the form. Distribution: A copy is given to the employee and to the Activity's Administration/Management Department. Supervisor maintains the original.
Mid-Cycle:	Supervisor and employee meet to discuss employee's performance. Supervisor and employee sign and date the form. A copy of the signed Cover page is forwarded to Activity's Administration/Management Department.
Reviews:	At any time during the appraisal cycle, if the employee's performance falls below the "Good" level, the Rater must notify the Reviewer (Second-level Supervisor). The Reviewer should contact the Human Resources Office for guidance.
Close-Out Appraisals:	A closeout rating must be completed if the employee has been under the plan for 90 or more days, and when the employee leaves the position or the First-level Supervisor changes.
Within 30 days of the end of the rating period:	Supervisor obtains employee's input on performance accomplishments. Supervisor rates the employee's performance on each element and assigns a Summary Rating of Record. If the summary rating is either "EXCEPTIONAL" or "GOOD", the supervisor and employee both sign and date the form. If the rating is below "GOOD", the Reviewer is contacted before discussing with employee.
	Distribution: A copy of the Summary Rating of Record is given to the employee. Supervisor maintains a copy of the appraisal. The original is forwarded to the Human Resources Office via the Activity's Administration/Management Department.

Rating	Criteria
Exceptional	Contributed results far superior in quality, quantity and/or impact to the stated critical element. Accomplishments and outcomes were of such magnitude that they contributed to the organization exceeding its mission goals and objectives for the year. Developed new or improved processes that contributed significantly to the success of the organization. Demonstrated high standards of teamwork and cooperation.
Satisfactory	Effectively accomplished the stated critical element by achieving results that were technically sound, accurate, meticulous, documented and met applicable authorities, standards, policies, procedures and guidelines. Planned, organized, prioritized and scheduled own work activities to deliver the critical element in a timely and effective manner, making adjustments to respond to changing situations as necessary. Represented the organization or work unit effectively through teamwork and cooperation.
Needs Improvement	Minimum level of performance for retention. The quality and quantity of the employee's work are below the level of sound performance, but improvement is possible.
Unsatisfactory	Inadequate level of performance. The quality and quantity of the employee's work consistently do not meet the assigned work requirements of the position.

APPENDIX G ANNUAL PERFORMANCE PLAN FORM

Local National ANNUAL PERFORMANCE PLAN								
1. NAME	(Last, First		Initial):		IC NUMBER:			
3. POSITION TITLE/SERIES/GRADE:				F	TYPE OF APP ating of Rec pecial/Close	cord [] 	
5. ACTIV	ITY NAME/OF	RG Code:			RATING PERI		To: 30 Jun	2018
		7 10000	ODD OF DEVI	THE AND	ETMAT ANDD	3 TO3T		
	PLAN ESTABL		ORD OF REVIE PROGRESS REV		SPECIAL/CLOS		RATING OF RE	CORD
RATER	SIGNATURE	DATE	SIGNATURE	DATE	SIGNATURE	DATE	SIGNATURE	DATE
EMPLOYEE								
*REVIEWER								
Improvemen	s signature of t" and "Unsat with the emp	isfactory	red when rating, the Reviewe	ig is bel er's sign	ow "Good". Wature must be	ith rating obtained	gs of "Needs PRIOR to disc	ussing
			8. RATI	NG OF R	ECORD			
	EXC	EPTIONAL				SATISFA	ACTORY	
	☐ NEE	DS IMPRO	VEMENT			UNSATIS	FACTORY	
	9. EMPLOY	_	OSITION DESC		N IS CURREN		CCURATE	
	1	lo. supe	ERVISOR'S RA	ATING O	F RECORD CO	mments		

APPENDIX H LETTER OF WARNING FOR DEFICIENT PERFORMANCE

12432 Ser N##/ date

From: To:	(Division/Department Head) Employee
Subj:	LETTER OF WARNING OF DEFICIENT PERFORMANCE
Ref:	(a) COMNAVFORJAPAN/COMNAVREGJAPANINST 12000.1
"Satisf level for dated the "Sa	reference (a), you are hereby notified that your performance is considered to be below the factory" performance level for the critical element(s) of The satisfactory or this critical element was defined in your annual performance, which was signed and by you on The following are examples of how you have failed to perform at atisfactory" or higher performance levels from the date of the issuance of your annual mance plan to the current date:
respon	Example 1. (List examples or incidents in specific enough detail so that the employee can d to these examples. If assistance was provided by the immediate supervisor at the time of iciency, state what efforts were made at that time to correct the problem.)
b.	Example 2. (Same as above.)
could i ensure perfori	e following specific actions are to be taken within the next 30 calendar days (management make this a longer period depending upon the cycle of work for the occupation at issue) to that you are fully capable of performing all assigned critical elements in your mance plan, particularly the critical elements in which you have been performing below disfactory level:
what is	(Be specific as to what training is to be provided, both formal classroom and on-the-job, acreased supervisory control will be exercised over the assigned tasks, and what the yee is to do, on a daily basis, to improve to the Satisfactory level within the 30 calendar riod.)

b. (Indicate how frequently the employee will receive feedback from the immediate supervisor as to his progress and establish a regular time each day or every other day, where the

work can be discussed with the employee.)

- 3. If your performance continues to be below the "Satisfactory" level in any of the critical elements in your annual performance plan after sixty (60) calendar days from the date of this letter, action will be taken to reassign you from your current position or separate you from the rolls of this activity. If your separation is proposed, you will receive a letter at least 30 calendar days prior to the proposed separation date outlining the reasons for your separation and instructions on how to respond to the letter.
- 4. If you have questions regarding this letter of warning of deficient performance or possible reassignment or separation for failing to meet the "Satisfactory" performance level on one or more critical elements in your annual performance plan, you may contact the HRO Support Office/activity POC for further information.

APPENDIX I

SINGAPORE NATIONAL AWARD NO	MINATION FORM
Nominator's Recommen	DATION
Name of Nominee: Grade: Command: Amount of Award Recommended: US\$ at Type of Award (Check one): □ Performance Award (attach Performance Appraisal as □ Meritorious Step Increase □ Special Act □ On-the-Spot □ Time-Off Award: Hours Recommended	
Justification for award (Provide specific accomplishment	s and timeframe)
Print Name of Nominator Signature Date	e
Endorsements	
Date Received: Performance Management Board recommendation:	·
Print Name of PMB Chair Signature Date □ Recommending approval. Amount approved: □ Recommended disapproval & return to nominator. □ Return to nominator for additional information.	te
Print Name of Comptroller Signature Da	 te

	APPROVING O	FFICIAL ENDORSE	EMENT	
D				
Date received:				
☐ Approved amount:	**			
□ Disapproved				
Print Name of Activity	Signature	Date		
Head/Designee				

PERFORMANCE AWARDS are granted based on the annual performance appraisal. Performance level should be observed for a minimum of three (3) months. Typically, cash awards based upon an annual performance rating require that the employee far exceed the normal requirements of his/her position. Ranges from US\$50 – US\$2,000.

SPECIAL ACT AWARDS are granted commensurate with the value of the employee's contribution or accomplishment and are based upon individual project or initiative which resulted in significant benefit to the employing activity and considered worthy of monetary recognition. Ranges up to US\$500.

BENEFICIAL SUGGESTION AWARDS is granted when a formal suggestion made by an individual or group of employees that identifies an improvement in the quality of the command's operations, reduces operational costs, improves the timeliness of service delivery or reduces a significant safety hazard.

G	
- Tangible Benefits	
Estimated first-year benefit savings to the Government \$	OR
- Intangible Benefits	
(Please refer to Appendix J of COMPACFLTINST 12200.4)	
Value of Benefit	
Extent of Application	

ON-THE-SPOT AWARDS

Amount ranges from US\$25.00 to US\$200.00.

TIME-OFF AWARD

Maximum 40 hours for one award up to a maximum of 80 hours per leave year.

MERITORIOUS STEP INCREASE (MSI)

- Can only receive one MSI within a 52-week period
- Must be based on an Exceptional Rating of Record
- Significant Contribution to Mission of Activity*
- Expectation that the exceptional performance will be sustained at the same level in the same position during the next rating period*
- *When recommending MSI, attach a written justification meeting criteria outlined above.

RECOMMENDED REQUIREMENTS OF AN AWARDS COMMITTEE

- ✓ Define available award budget. (Each command must designate at least 1.5% of aggregate base salary for all permanent appropriated fund positions on board on 1 Oct of each year. The 1.5% may be used to grant performance awards, on-the-spot awards, special acts, etc.)
- ✓ Members should include at a minimum the individual's comptroller and, additionally, a representative from each department within the organization.

- ✓ Committee recommends approval/disapproval of all awards to the Chief of Staff or Executive Officer for final approval.
- ✓ Commands may delegate on-the-spot award approval to the Department Head level.
- ✓ Maintain and publish for the command a ledger of all awards paid during each quarter.
- ✓ Establish command award criteria.
- ✓ Ensure Activity does not approve performance awards in excess of authorized amounts.
- ✓ Review all nominations for monetary awards. (On-the-spot awards may be excluded.)
- ✓ The committee should meet on a periodic basis, i.e., quarterly basis.
- ✓ Establish timeframes for submission of command awards.
- ✓ Ensure that supervisors submit award nominations within prescribed timeframe, i.e., 30 days after the end of each quarter.
- ✓ Determine if employees will be authorized to recommend awards for co-workers.
- ✓ Return awards to nominator when decisions are made to disapprove awards.

APPENDIX J AWARD AMOUNTS

Award Type	Amount
Performance	US\$50 – US\$2,000
Meritorious Step Increase	Once in NLT 52 weeks
Special Act	Up to US\$500
On-the-spot	US\$25 US\$200
Time Off	Up to 40 hours per award, up to a maximum
	of 80 hours per leave year

BENEFICIAL SUGGESTION - TANGIBLE BENEFITS

Scale for Measurable Benefits	
Estimated 1st year benefits to the U.S.	Amount of Award
Government	
Up to US\$10,000	Up to 10% of benefits
US\$10,000 – US\$100,000	US\$1,000 for the first US\$10,000 plus up to
	3% of benefits over US\$10,000
US\$100,000 or more	US\$3,700 for the first US\$100,000 plus up to
	0.5% of benefits over US\$100,000

BENEFICIAL SUGGESTION - INTANGIBLE BENEFITS

Extent of Benefits	Amount of Award
Immediate work unit	US\$50 – US\$1,000
Several divisions, sections or departments within the employing activity	US\$200 – US\$1,000
Agency level impact, affecting several activities and affecting the overall mission of the Agency (e.g. DON)	Up to US\$2,000

APPENDIX K SAMPLE NAVCOMPT FORM 2276 FOR CASH AWARD

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APPENDIX L STEPS IN WRITING A POSITION DESCRIPTION

Step 1: Thinking about the Position

- 1. What is the employee doing, why and under what conditions?
 - a. What does the employee do?
 - b. Toward what products and with what tools, equipment, etc.?
 - c. To, for, or with whom?
 - d. Following what guidelines and procedures?
 - e. Under what sort of supervision?
 - f. With what consequences?
 - g. In what physical environment?
 - h. With what opportunity for individual initiative or creativity?
 - i. With what degree of commitment authority?
 - j. Using what knowledge, skills, and abilities?
- 2. Is this the way you want the position to operate?
 - a. Do the position's duties overlap unnecessarily with those of other positions?
 - b. Is there a mixture of important and routine duties?
 - c. Should some duties be shifted to other positions?
 - d. Is the employee capable of assuming greater responsibilities?
- e. Is it possible that the position needs redesigning, for example, some duties placed elsewhere, responsibilities enhanced or diminished, supervisory controls changed, etc.?

Step 2: Organizing the Facts about the Position

- 1. What are the duties, responsibilities, and qualifications required in the position?
- a. Consider the various functions of the position and the work performed in carrying out each function.
 - b. Group like or related tasks and duties together in a logical manner.
- c. Identify the knowledge, skills and abilities actually needed for full performance of the work.
 - d. Determine what local factors and conditions affect the total work situation.
- 2. Arrange the detailed information.
- a. The position's major duties should be highlighted (that is, those duties that are important to an understanding of what the job is about).
 - b. Each of the position elements should be identified and made ready for description.

Step 3: Writing the Description

- 1. Choose your words.
 - a. Write simply and precisely.
 - b. Use action verbs whenever possible.
 - c. Avoid technical phrases and ambiguous statements.
 - d. Be as brief as possible without telling so little that the position is not easily understood.
- 2. Describe the major duties of the position.
 - a. Concentrate on the "core duties", the reason for the position's existence.
 - b. Describe the what, how, why, where, and when of the duties performed.
- c. Organize the information in a logical fashion which will give a clear picture of the work being done.
- 3. Complete all fields of the PD Cover Sheet (Appendix M)

Step 4: Certifying the Position Description

- 1. Review the position description.
 - a. Have you covered all the relevant facts about the work of the position?
 - b. Have you presented your information completely and concisely?
- 2. Complete the required supervisor's certification.
 - a. Certify as to the accuracy of the position description.
 - b. Certify that there is a valid management need for the position.
- c. Make recommendations as to the proper title, series and grade of the position, based on appropriate Department of State classification standards.
- d. Transmit the PD via HRO Singapore Support Office to HRO Atsugi for evaluation and classification of the position in accordance with appropriate Department of State classification standards.

APPENDIX M POSITION DESCRIPTION (PD) COVER SHEET WITH PD ATTACHED

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POSITION DESCRIPTION SECRETARY, SN-0318-06

INTRODUCTION:

This position is located in the Public Works Department of the U.S. Naval Regional Contracting Center, Singapore. The incumbent is responsible for all office management and administrative functions of the Department.

This position is located in the Public Works Department of the U.S. Naval Regional Contracting Center, Singapore. The NRCC Public Works Department provides comprehensive facilities engineering, construction related services, and Basic Operating Support (BOS) services for U.S. DOD activities in Singapore and many parts of Southeast Asia. The Public Works Department oversees a broad spectrum of outsourced BOS services including grounds maintenance, pest control, custodial services, fire and security alarms, facility operations and maintenance, and transportation management.

MAJOR DUTIES AND RESPONSIBILITIES:

A. OFFICE MANAGEMENT (50%)

- Receives telephone calls, greets visitors, and ascertains the nature of the calls or visits. Based upon knowledge of the Department, its programs and operations, the incumbent refers telephone calls and visitors to appropriate staff.
- Coordinates reports, instructions, notices, correspondence, and forms control within the Department.
- Monitors proper organization and maintenance of office correspondence, records, and reports,
- Receives, reviews, and screens all incoming correspondence, reports, messages, publications, directives, instructions, and other materials; determines required action and cognizant action code based on the content of the material. Routes them to the supervisor and other appropriate individuals for information/action, ensuring that all background information is complete and accurate.
- Processes and reviews outgoing correspondence, materials, publications, regulations, and directives. Screens incoming mail to identify what needs to be brought to the attention of the supervisor, referred to appropriate staff, rerouted to other offices, or handled personally. Reviews outgoing correspondence prepared by others within the Department for procedural and grammatical accuracy. Ensures proper format is utilized.
- Provides recommendations on office procedures and practices to ensure efficient operation of the Department.

B. OFFICE SERVICES AND ADMINISTRATIVE FUNCTIONS (50%)

- Using either a computer/word processor or a conventional typewriter, types a variety of correspondence, reports, tabular and statistical material and other documents from rough drafts to final form.
- Makes travel arrangements, such as scheduling transportation, making reservations and preparing travel requests based on general travel intentions, known preferences of traveler, and in accordance with appropriate travel regulations.
- Assists in the preparation of departmental, periodic, recurring and special reports required by management and higher authority.
- Develops, maintains and updates suspense files and established tickler files of all action correspondence and reports to ensure timeliness, accuracy, and prompt response.
- Requisitions office supplies, equipment, and publications.
- Makes appointments for meetings and conferences for supervisor and reminds supervisor on a daily basis.
- Miscellaneous related duties as assigned. Position involves infrequent completion of command level reports utilizing Windows based software programs. These assignments will be temporary in nature and can be performed during the regular work day.

FACTORS

Factor 1 - Knowledge

- Fluent knowledge of English, both oral and written. Working knowledge of local languages desired.
- Knowledge of the organizational functions and mission of a Public Works Department, office procedures, and various administrative services, policies, procedures, and practices (filing, etc.).
- Knowledge of various Information Systems Software platforms. Must be capable of utilizing Windows based/ Microsoft Office Programs in the completion of various tasks.
- Knowledge of the U.S. Navy Correspondence manual desired.

r 2 - Supervisory Controls

Receives general supervision from the Public Works Officer and Deputy Public Works Officer. Specific tasks may be assigned at any time, however it is expected that routine correspondence and reports will be prepared with little to no direction. Desired results are accomplished independently.

Factor 3 - Guidelines

 Guidelines include U.S. Naval Regional Contracting Center instructions, directives, other government documents, and verbal instructions, also included is the Navy Correspondence Manual.

Factor 4 - Complexity

- Most work is of a relatively routine nature. Some assignments will require more complex thought and problem-solving ability to complete.

Factor 5 - Scope and Effect

The work enables the Public Works Department to accomplish its mission in an efficient and effective manner. Project Files that are kept updated will contribute directly to the successful completion of various facility enhancements, ultimately impacting the overall quality of life for DoD employees.

Factor 6 - Personnel Contacts

 Contacts include military officers, enlisted personnel and civilian personnel of the department, other military and civilian personnel within the Sembawang military community, visiting military and civilian personnel, managers and employees of the BOS Contract organization.

Factor 7 - Purpose of Contacts

- The purpose of contacts is to direct inquiries and problems to the appropriate person for follow-on action. Also, position will often be the first impression of the department, emphasizing the need for a professional demeanor.

Factor 8 - Physical Demands

- Work is sedentary in nature. Heavy boxes and materials should only be moved with assistance from others.

Factor 9 - Work Environment

- Work is performed in a modern air-conditioned office atmosphere.

APPENDIX N SCHEDULE OF OFFENSES AND RECOMMENDED REMEDIES

- 1. <u>Instructions for Use</u>. This schedule is a guide and not intended to cover every possible offense. Remedies for offenses not listed will be determined consistent with the guidelines contained herein.
- a. Many of the items listed on this schedule combine several offenses in one statement connected by the word "OR". Use of the word "OR" in a charge makes it nonspecific and its use is only to show several charges that can fit under the general offense. When actually writing up a charge, use only the charge listed which describes the employee's actual misconduct and leave out portions which do not apply.
- b. Remedies for offenses should normally fall within the range shown in the schedule unless there are mitigating or aggravating factors which justify a remedy outside the range. For example, remedies greater than those shown can be appropriate when an egregious act is committed, where there have been frequent infractions, or simultaneous multiple offenses are established.
- c. Due to the nature of their positions, offenses by supervisors or managers may warrant more severe remedies than the same offense committed by a non-supervisory employee.
- d. The range of remedies provides flexibility in correcting broad conduct deficiencies. Selection of a reasonable remedy from such a broad range should be made with good judgment. Excessive, arbitrary or capricious remedies, and remedies selected without consideration of mitigating circumstances may be reversed by third parties if challenged.
- e. All disciplinary actions are to be taken in consonance with the provisions of Singapore Labor Law and any other applicable law or regulation.
- f. HRO Atsugi should be contacted for advice and assistance to managers and supervisors in preparing their formal disciplinary letters.
 - g. Suspension remedies stated on this schedule refer to calendar days.
 - h. The term "removal" means a separation for cause termination of employment.

2. Past Offenses

a. When a past offense is to be used as a basis for deciding upon a range of remedies or remedy for the current infraction, it must be tied to the current offense in such a way that the

employee can understand why this was done and respond to its use. Past offenses may be used in determining the range of remedies or remedy when:

- (1) the employee was disciplined in writing;
- (2) the employee was provided the opportunity to dispute the action to a higher level; and
- (3) the action was made a matter of record in the employee's OPF.
- b. Any past offense may form the basis for proposing a remedy from the next higher range of remedies for a subsequent offense. The offenses need not be identical or similar.
- c. The following actions may not be counted as past offenses for determining the range of penalties (however, actions discussed in subparagraphs 2c(l) and 2c(2) of this Appendix may be considered when determining an appropriate remedy within a range for any subsequent offense):
 - (1) Oral admonishments and letters of caution or requirement.
- (2) Letters of reprimand dated more than two years before the date of any advance written notice required under Chapter 7 Section A paragraph 6 of this Instruction.
 - (3) Reductions in grade or pay not effected for disciplinary reasons.

3. Selected Offenses Defined

- a. Policy on Consensual relationships between Supervisors and Subordinates
- (1) This policy sets out U.S. Forces in Singapore's policy on consensual relationships between supervisors and subordinates within the same supervisory chain. The policy applies to all DoD employees, regardless of nationality, agency or employment category. Consensual relationships are dating or sexual relationships willingly undertaken by the parties. This definition applies to all such relationships, regardless of the genders of those involved. The Department of Defense is committed to maintaining a workplace that is as free as possible from conflicts of interest, favoritism, and the potential for sexual harassment. Consensual relationships between supervisors and subordinates within a direct supervisory chain have the potential for creating harm. Such relationships may create the appearance of impropriety, call into question a supervisor's objectivity, result in actual or perceived preferential treatment, or affect office morale and efficiency. In some cases, such relationships may lead to allegations of sexual harassment. To prevent such harms, Commander Navy Region Japan policy shall prohibit employees from directly supervising or evaluating an employee with whom they are having a consensual relationship. When employees are engaged in a consensual relationship in which one employee serves as the first or second line supervisor of the other, both employees are

responsible for initiating arrangements to address potential conflicts of interest. Employees involved in consensual relationships are required to notify the Chain of Command. Failure to notify the appropriate official in order to initiate alternate supervisory arrangements may result in admonishment or disciplinary action. The employees involved in the relationship and the notified official must then devise alternative supervisory arrangements to avoid potential conflicts of interest. Although appropriate arrangements will vary according to the particular circumstances and pertinent regulations of the affected agency, at a minimum the supervisor may no longer rate or review the employee with whom he or she has a relationship. This policy does not apply to employees who are in different supervisory chains or who are peers in the same chain (i.e., who do not have supervisory responsibilities over one another). Marital relationships are covered under the State Department's policies on nepotism and tandem couples. Nothing in this policy conflicts with other relevant regulations such as the Standards for Appointment and Continued Employment (3 FAM 4130), or the Standards of Ethical Conduct for Employees of the Executive Branch (5 CFR Part 2635), including the prohibition on Use of Public Office for Private Gain (5 CFR 2635.702), and the requirement for Impartiality in Performing Official Duties (5 CFR 2635.501 and 2635.502).

Questions regarding this policy or regarding options available for resolving issues arising under this policy should be referred to the Human Resources Office or the Foreign Labor Officer.

b. Sexual Harassment

- (1) The Department of Defense is fully committed to ensuring a workplace that is free of sexual harassment. DoD employees are responsible for maintaining the highest standards of integrity and personal conduct with respect to their employment. Sexual harassment violates the basic principles of human dignity and respect that are essential to a professional workplace environment. Sexual harassment is unlawful because it is a form of gender discrimination, and cannot be tolerated.
- (2) The definition of sexual harassment is well established. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:
- (a) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- (b) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- (c) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

(3) Allegations of sexual harassment will be promptly and thoroughly investigated. Any misconduct that violates conduct or suitability standards (including sexual harassment) is subject to the full range of disciplinary action.

c. Inappropriate IT Asset Use

- (1) The following uses of USG equipment are prohibited regardless of whether the use occurs on or off government premises or whether the use is during or outside normal work hours:
 - (a) Personal activities resulting in an additional charge to the U.S. Government
 - (b) Compromising the security of U.S. Government systems
 - (c) Viewing or accessing sexually explicit material
 - (d) Gambling
- (e) Visiting or subscribing to any Internet-based service (e.g. mailing lists) in violation of any applicable law
- (f) Generating either personal income or income for any organization with which the employee is affiliated
 - (g) Misrepresenting oneself or the US Government
 - (h) Violating copyright laws or illegally copying intellectual property
 - (i) Abusive or objectionable language
 - (i) Unlawful or malicious activities
 - (k) Using a personal encryption scheme of any kind
 - (1) Engaging in activities which reflect badly on the Department
 - (m) Terrorist Organizations sites
- (2) The following items are not to be sent or received on or through USG computers, networks, workstations, or systems.
 - (a) Chain letters

- (b) Electronic greeting cards
- (c) Audio (MP3) files
- (d) Large personal files that can disrupt or impair network functioning or consume large amounts of data storage space
 - (e) Program files (those with the file extension .exe)
- (3) Failure to comply with these restrictions can result in a number of corrective actions ranging from counseling to separation from the Service. For example, individuals accessing, distributing, or generating pornography using US Government resources are subject to disciplinary action that may include dismissal as well as applicable legal proceedings. All personnel are expected to use good judgment and exhibit conduct appropriate to the government workplace.

d. Gifts, Entertainment and Favors

(1) An employee shall not solicit or accept, directly or indirectly any gift, gratuity, favor, entertainment, loan or any other thing of monetary value from any persons, organizations or government who appear to be offering the gift with the hope or expectation of obtaining advantage or preferment for any purpose in dealing with the Department of Defense.

e. Outside Employment and Other Activities

- (1) An employee shall not engage in outside employment or other outside activities not compatible with the full and proper discharge of his/her duties and responsibilities with the U.S. Government. Incompatible outside employment or activities include but are not limited to the following:
- (a) Acceptance of a fee, gift, or any other compensation of monetary value in which acceptance may result in, or create the appearance of, conflict of interest.
- (b) Outside employment which tends to impair the employee's mental or physical capacity to perform his/her U.S. Government duties in an acceptable manner.
- (c) Acceptance of a salary or any other compensation of monetary value from a private source as payment for the employee's services to the U.S. Government.
- (d) Direct or indirect financial interest that conflicts substantially, or appears to conflict with the employee's duties and responsibilities, and/or engage in, direct or indirectly, a financial transaction as a result of, or primarily relying on, information obtained through U.S.

Government employment.

f. Use of Government Property

(1) An employee shall not directly or indirectly use, or allow the use of U.S. Government property of any kind, including leased property, for other than officially approved activities.

g. Protection of Official Information

(1) An employee shall not disseminate official U.S. Government material or information outside the employing activity unless directed to do so.

h. Information Dissemination For Public Release

(1) Under no circumstances are employees to speak to a reporter or member of the press. All public statements and press releases must be directed to the Public Affairs Office.

i. Indebtedness

(1) An employee shall pay each just financial obligation in a proper and timely manner, especially obligations imposed by Singapore law. Employees are obligated to observe the laws of the Singapore Government including those concerning income tax and related tax obligations.

j. Gambling, Betting and Lotteries

(1) An employee shall not participate, while on U.S. Government-owned or leased property or while on duty for the U.S. Government, in any gambling activity.

k. Participation in Activities of Employee Organizations

(1) An employee may join or refrain from joining employee social organizations or associations without interference, coercion, restraint, or fear of discrimination or reprisal. However, an employee shall not have membership in any organization that asserts the right to strike against the U.S. Government. Neither shall the employee have membership in any organization that advocates overthrow of the U.S. Government.

1. Political Activities

(1) There is no objection to participation in political activities as long as such activities are conducted during off-duty hours away from the grounds of U.S. Government property and have no bearing on your association with the U.S. Government.

TYPE OF	RANGE OF REMEDIES		
OFFENSE	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
ALCOHOL ABUSE			
Unauthorized possession, sale or transfer of alcohol on duty or on a military ship, aircraft or facility	14-day suspension to removal	30-day suspension to removal	Removal
ALCOHOL ABUSE (continued) Use of or being under the influence of alcohol on duty or on a military ship, aircraft or military facility ATTENDANCE	14-day suspension	30-day suspension	Removal
Excessive unauthorized absence (more than five consecutive workdays)	Reprimand to removal	10-day suspension to removal	Removal
Leaving job to which assigned or facility premises at any time during working hours without proper authorization	Reprimand to 5-day suspension	Reprimand to 10-day suspension	Reprimand to removal
Unexcused or unauthorized absence on one or more scheduled days of work or assigned overtime	Reprimand to removal	5-day suspension to removal	10-day suspension to removal
Unexcused tardiness	Reprimand	Reprimand to 5-day suspension	Reprimand to removal
DISCRIMINATION		-	
Discrimination against an employee or applicant based on race, color, religion, sex, handicap, national origin or age, or any reprisal or retaliation against a complainant, witness or other person involved in the processing of a discrimination complaint	Reprimand to removal	30-day suspension to removal	Removal
Sexual harassment	Reprimand to removal	30-day suspension to removal	Removal
DRUG ABUSE			
Unlawful use or possession of drugs or drug paraphernalia on or off duty	Reprimand to removal	Removal	

Unlawful distribution, sale or	Removal		
transfer of drugs or drug			
paraphernalia on or off duty	1081		
Unlawful use or possession of drugs	Removal		
or drug paraphernalia on a military			
ship or aircraft			
SAFETY			
Failure to comply with posted	Reprimand	5-day	10-day suspension
smoking prohibitions		suspension	
Failure to use protective clothing or	Reprimand to	5-day	10-day suspension
equipment	removal	suspension to removal	to removal
Violation of safety or traffic regulation	ns while on duty:		
Causing injury to self or others or	Reprimand to	14-day	30-day suspension
damage to property or endangering	removal	suspension to	to removal
the safety of self or others		removal	
No injury or property damage; not	Reprimand to	Reprimand to	Reprimand to
endangering the safety of self or	5-day	10-day	removal
others	suspension	suspension	
USE OF PROTECTED MATERIAL			
Unauthorized disclosure or use of	Reprimand to	30-day	Removal
information or other protected or	removal	suspension to	
confidential material		removal	
MISCELLANEOUS OFFENSES			
Betting, gambling or the promotion	Reprimand to	5-day	10-day suspension
thereof on duty or on DOD premises	removal	suspension to	to removal
		removal	
Careless workmanship resulting in	Reprimand to	5-day	10-day suspension
delay in production or spoilage or	removal	suspension to	to removal
waste of materials		removal	
Criminal, dishonest, infamous or	Reprimand to	30-day	Removal
notoriously disgraceful conduct	removal	suspension to	
		removal	
Unprofessional relationship that	Reprimand to	30-day	Removal
adversely impacts the efficiency of	removal	suspension to	
the service		removal	
Disobedience to constituted	Reprimand to	5-day	10-day suspension
authorities; deliberate refusal or	removal	suspension to	to removal
delay in carrying out any proper		removal	
order, work assignment or	•		

Disrespectful conduct, use of insulting, abusive or obscene language to or about other personnel anguage to or about other personnel anguage to or about other personnel in falsification (or aiding or assisting in falsification) of time and attendance records or claims against the U.S. government or host nation government and the connection with any official record and and	:			
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	dangerous horseplay		-	

APPENDIX O SAMPLE LETTER OF CAUTION

12752 (date)

From: First Line Supervisor's Job Title, Activity/Command

To: Employee name, Job Title, Grade/Step

Subj: LETTER OF CAUTION

Ref: (a) Documents/reports relied upon for this letter, if any (one per reference line)

(b) COMNAVFORJAPAN/COMNAVREGJAPANINST 12000.1

- 1. This letter is to document certain aspects of your behavior and conduct that are unacceptable (per the circumstances outlined in references (a) -(?), if any references are listed. Although I have called these to your attention when I became aware of the incidents, I feel it is necessary to emphasize to you my concern by putting it in writing. The following paragraphs outline the instances of misconduct that have been called to your attention.
- a. (Detail the incidents in chronological order. Incidents should not be any older than 6 months from the date of this letter. It may be instances of tardiness, failure to properly notify supervisor of sick leave absence, inappropriate comments to co-workers, etc. Use one subparagraph per type of misconduct.)
- 2. As your supervisor, I am available to provide any assistance or guidance you may need.
- 3. You are cautioned that further instances will not be tolerated and may result in appropriate formal disciplinary action.
- 4. A copy of this letter will not be filed in your official Personnel Folder, but will be retained in my file for a period not to exceed one year. This letter will not be counted as a prior offense when determining a "range of remedies" under the Guidelines Schedule of Disciplinary Offenses and Recommended Remedies. This letter of caution is not grievable since it is a warning and not a formal disciplinary action.

a t	formal disciplinary action.
5.	You are asked to acknowledge receipt of this letter by signing and dating as indicated below.
	NAME OF THE SUPERVISOR
Αc	cknowledgement of receipt:
_	
	O-1 Enclosure (1)

Name of Employee	Date
------------------	------

APPENDIX P SAMPLE LETTER OF REPRIMAND

From: Supervisor's Job Title, Activity/Command

12752 (date)

To:	Employee name, Job Title, Gra-	de/Step		
Subj:	LETTER OF REPRIMAND			
Ref:	(a) COMNAVFORJAPAN/CO	MNAVREGJAPA	ANINST 12000.1	
	accordance with the provisions of to follow (identify relevant proc			l you for
	(Detail the incidents here, use mated some circumstance but it wa	_	· ·	ne employee
be file	is type of conduct is unacceptab d in your Official Personnel Fold f this letter. Further offenses of	der where it will re	emain for a period of two	years from the
stated to	ou may grieve this action under C therein. Should you elect to sub within 15 ession must contain:	mit a grievance, y	ou must present your writ	tten grievance
a.	A detailed and clear description	of the grievance;	and	
b.	The specific personal relief beir	ng sought.		
	ou are requested to acknowledge line indicated.	receipt of this lett	er by signing and dating t	he record copy
		Name of Su	pervisor	
Ackno	owledgement of receipt:			
Name	of Employee	Date		
Сору	to:			

HRO Atsugi (OPF)

APPENDIX Q SAMPLE LETTER OF SUSPENSION

12752 (date)

From:

To: Employee name, Job Title, Grade/Step/Payroll Number

Subj: ADVANCE NOTICE OF PROPOSED SUSPENSION

Ref: (a) COMNAVFORJAPAN/COMNAVREGJAPANINST 12000.1

(b) Written reports of investigation, if any

- 1. In accordance with the provisions of reference (a), you are hereby provided (usually, from 5-7 calendar days); state in the letter) advance notice of the proposal to suspend you for 14 calendar days. This suspension is for charges of accepting gifts from a contractor. The following, (as detailed in reference (b), if any) supports your infraction of the regulations.
 - a. (Describe basis of incident)
- 2. This proposed action, if found warranted, will not be effective until after the expiration of the advance notice period cited above. You will remain in an active duty status during this period. (If the offense is egregious or the employee is apt to be disruptive of the workforce if allowed to remain at work, an employee can be placed on annual leave until the effective date.)
- 3. You and/or your representative have the right to review the material that is relied upon to support the reasons given in this notice. Arrangements for such a review may be made by contacting the undersigned (Provide telephone number of POC).
- 4. You have the right to choose one or both of the following ways to reply to the charges stated in paragraph 1 above.
- a. You may reply orally to (name of next level supervisor), code, duty location) and submit affidavits and other documentary evidence in support of your reply. You may be accompanied by a person of you choice who desires to represent you, provided such representative does not present a conflict of interest or conflict of position or adversely affect the mission of the activity. You will have no more than (indicate hours of official time, normally 8-16) 16 hours of official time to prepare your reply provided you are on an active duty status. Your representative must be designated in writing before any communication with your representative may take place. (Name of next level supervisor, code, duty location) will be the deciding official in your case and

will determine whether the proposed penalty will be issued, a lesser penalty issued, or formal disciplinary action rescinded.

- b. You/your representative may also make a written reply to (the same next level supervisor stated above) and you may submit affidavits and other documentary evidence in support of your written reply.
- 5. Any reply you make will be given full consideration in the decision on this proposed action. In order to be considered, your request for an appointment to make an oral reply and/or a written reply must be received by the (next level supervisor cited above) not later than 7 calendar days after your receipt of this letter. If you need additional time to make your reply, you must submit a request in writing, stating the reason additional time is needed and the number of additional days required. Your request must be received by (the next level supervisor) not later than 5 calendar days after your receipt of this letter, who will respond as to whether the extension will be granted.
- 6. You are asked to acknowledge receipt of this notice by signing and dating this advanced notice of proposed suspension as indicated below.
- 7. If you have any questions regarding the process or procedures in this matter, you may contact the HRO Singapore Support Office, who will provide an answer or refer you to HRO Atsugi.

		Name of Proposing Official
Acknowledgement of receipt:		
Employee's Name	Date	
Copy to: (Next level supervisor, the decid HRO Atsugi	ing official)	

APPENDIX R SAMPLE DECISION ON PROPOSED SUSPENSION

12752 (date)

From: Organizational Title, Grade Level of Deciding Official

To: Employee name, Job Title, Grade level

Subj: DECISION ON PROPOSED SUSPENSION

Ref: (a) Letter of Proposed Suspension

(b) COMNAVFORJAPAN/COMNAVREGJAPANINST 12000.1

- 1. By reference (a), you were informed of a proposal to suspend you from your position of (position title and grade level) for (restate specific charges as contained in the proposal notice) for a period of (indicate how many days were proposed) calendar days.
- 2. As the deciding official, I received your/a written response dated (only if response was received) on (date) from you/your designated representative Mr./Ms. ______. In the response you/your representative basically stated (recount what was provided in written response). (If no oral response was made, so state. If an oral response was made, summarize what the employee/representative stated in the same manner as you would do for a written response.) (If neither an oral nor written response was received, state that the time allowed in which to respond in reference (a) has lapsed in which a response will be considered timely received.)
- 3. After reviewing all the facts in this matter, I have made my determination regarding your suspension from your position in the federal service. In arriving at my decision, I considered your length of service and your past satisfactory performance. I have also considered the nature and seriousness of the offense cited and the adverse effect which the offense has on both the accomplishments of mission requirements at (location) and the efficiency of the service. I have also considered, as an aggravating factor, the adverse effect which the offense has had upon both my confidence and the confidence of your immediate supervisor in your ability to carry out the duties of your position in an unbiased and satisfactory manner. Commission of this offense is contrary to the mission of the U.S. Navy and projects a negative image of our activity/command and the U.S. Navy in Singapore. As a/an (title) at (name of organization), and as a federal employee you are expected to maintain high standards of honesty, integrity, impartiality, and conduct to ensure the proper performance of government business ad the continued trust and confidence of the citizens in their government. You are expected to comply with all Federal Statutes, Executive Orders, Department of Defense and Navy regulations that relate to the carrying out of your duties and responsibilities and to your employment status. These

aggravating factors cause me to believe that alternative measures will not deter such misconduct in the future and indicate to me you have insufficient potential for immediate or sustained rehabilitation to warrant a less severe disciplinary action. Further, I am unaware of any other mitigating circumstances which would warrant less severe discipline. After considering all of the above, it is my decision to suspend you for a period of (insert #) calendar days without pay. Your suspension will begin on (date) and end on (date). You will return to duty on (date). Enclosure (1) documents the period of your suspension.

- 4. You may ask for a review of the merits of my decision under the procedures prescribed in the administrative grievance procedure in Chapter 7(B) of reference (a). Your grievance, if you choose to file one, must be submitted in writing, to management as set forth in the administrative grievance procedure. If you elect to file a grievance, you may be represented by anyone of your choosing as long as it does not create a conflict of interest or position or have an adverse effect on the Navy's mission.
- 5. If you wish to be represented, give the name, address, and telephone number of your representative. You will be allowed up to (normally, 8-24 hours, depending upon complexity of case) hours of official time, if you are otherwise in a duty status, to review the pertinent regulations, the material evidence used as documentation for this action, and to prepare your grievance and secure affidavits in support, if any. You should make arrangements with me for use of official time. If there is anything in this decision you do not understand and wish explained, contact the HRO Support Office at DSN 421-2568.
- 6. You will continue in your present duty and pay status until the effective date of your suspension. Please acknowledge receipt of this letter in the space provided on the enclosed copy and return it to the undersigned. Your signature does not mean that you agree with this letter, but merely shows that you received it.

		Name of Deciding Official Signature
Acknowledgement of Receipt:		
Employee's Name	Date	
Copy to: Employee's immediate supervisor HRO Atsugi Payroll Office		