

**BY ORDER OF THE COMMANDER
UNITED STATES AIR FORCES IN
EUROPE (USAFE)**

**UNITED STATES AIR FORCES IN EUROPE
INSTRUCTION 36-752**

22 MARCH 2005
Certified Current on 15 April 2015
Personnel



**ADMINISTRATION OF LOCAL NATIONAL
(LN) DIRECT HIRE CIVILIAN EMPLOYEES IN
NORWAY**

COMPLIANCE WITH THIS PUBLICATION IS MANDATORY

NOTICE: This publication is available digitally on the AFDPO WWW site at:
<http://www.e-publishing.af.mil>

OPR: HQ USAFE/A1CP (Mr Dirk Th. Schubert)

Certified by: HQ USAFE/A1C
(Mr John W. Steenbock)

Supersedes USAFE Instruction 36-752,
9 March 2001.

Pages: 79
Distribution: F

This instruction implements AFD 36-7, *Employee and Labor Management Relations*. This instruction establishes employment conditions, pay, and related benefits for local national (LN) direct hire appropriated and nonappropriated fund employees of the United States Air Force (USAF) in Norway. It prescribes operating policies and procedures for the administration of the personnel program. Supplements to this instruction must be submitted for approval to Civilian Personnel Division, Civilian Policy Branch (HQ USAFE/A1CP), Unit 3050 Box 25, APO AE 09094-5025. This instruction does not apply to Air Force Reserve Command (AFRC) or Air National Guard (ANG) units. Ensure that all records created as a result of processes prescribed in this publication are maintained in accordance with AFMAN 37-123, *Management of Records* and disposed of in accordance with the Air Force Records Disposition Schedule (RDS) located at: <https://webrims.amc.af.mil>. Ensure that any local instructions or supplements are created in accordance with AFI 33-360 Volume 1, *Air Force Content Management Program-Publications*.

SUMMARY OF REVISIONS

This document is substantially revised and must be completely reviewed. This revision changes organizational symbols to reflect Headquarters United States Air Forces in Europe (HQ USAFE) A-Staff nomenclature. Organizational office symbols have changed from DP to A1 in paragraphs **1.2.2.**, **1.4.1.**, **1.4.4.1.**, and **1.4.4.3.**; from DPCP to A1CP in the OPR line, certifier line, implementing remarks, paragraphs **1.10.**, **3.4.**, **3.5.1.4.**, **4.14.**, **8.5.**, **9.15.** Updates the approving official's signature block. Adds paragraph **1.4.4.7.** to establish an additional RAF Mildenhall CPF responsibility. Paragraph **4.1.** advances dates for annual updates to pay schedules. Paragraph **4.16.2.** raises annual leave payment percentages. Paragraph **4.16.3.** adapts annual leave replacement periods. Paragraph **5.2.1.** raises annual leave entitlements. Paragraph **5.3.3.4.** updates OPM forms reference. Paragraph **11.1.** corrects reference to paragraph **6.5.** Paragraph **11.3.** adds reference to Norwegian government travel directive and updates mileage rates. Paragraph **15.1.** changes wording to reflect full pension eligibility. Paragraph **15.6.** allows transfer of

pensions credits after an employment period of more than 1 year. Former paragraph 15.10. has been deleted.

Chapter 1— GENERAL PROVISIONS 9

- 1.1. Purpose. 9
- 1.2. Authorities. 9
- 1.3. Policy. 9
- 1.4. Responsibilities. 9
- 1.5. Norwegian Legal Requirements. 11
- 1.6. Retained Entitlements. 11
- 1.7. Discrimination. 11
- 1.8. Employee Right of Access to Regulations Affecting Employment. 11
- 1.9. Normal Working Hours and a Week’s Pay. 11
- 1.10. Supplementation. 11

Chapter 2— FILLING POSITIONS 12

- 2.1. General. 12
- 2.2. Recruitment Sources. 12
- 2.3. Eligibility. 12
- 2.4. Employee Categories. 12
- 2.5. Employment Requirements. 13
- 2.6. Family Relationships. 15
- 2.7. Appointment Criteria. 15
- 2.8. Trial Period. 15
- 2.9. Equal Employment Opportunity. 16
- 2.10. Right to Search. 16
- 2.11. Reinstatement. 16
- 2.12. Rehire. 16
- 2.13. Promotion. 16
- 2.14. Temporary Promotion. 16
- 2.15. Detail. 16
- 2.16. Reassignment. 17
- 2.17. Change to Lower Grade. 17
- 2.18. Changes Between Different Types of Funds. 17

2.19. Written Particulars of Terms of Employment. 17

2.20. Procedures. 18

2.21. Documentation. 18

2.22. Orientation and In-Processing of Employees. 19

Chapter 3— POSITION CLASSIFICATION 20

3.1. General. 20

3.2. Categories of Positions. 20

3.3. Classification Reviews. 20

3.4. Advisory Classification. 20

3.5. Classification Appeals. 20

3.6. Management Disagreements. 21

Chapter 4— PAY ADMINISTRATION 22

4.1. Establishment of Wages and Salaries. 22

4.2. Pay Periods. 22

4.3. Authority for Pay Actions. 22

4.4. Pay Rates. 22

4.5. Pay Determination on Appointment. 22

4.6. Within-Grade Step Increases. 23

4.7. Promotion. 23

4.8. Change to Lower Grade. 24

4.9. Reassignment or Transfer Between Pay Areas. 24

4.10. Separation. 24

4.11. Lump Sum Leave Payment. 24

4.12. Redundancy Pay. 24

4.13. Maternity Pay. 24

4.14. Pay Schedules. 25

4.15. Pay Steps and Waiting Periods. 25

Table 4.1. Waiting Periods for Advancement. 25

4.16. Annual Leave Payment. 25

4.17. Advance of Annual Leave Payment. 25

4.18. Sick Leave Payment. 26

4.19.	Premium Pay and Allowances.	26
4.20.	Relationship Between Premium Payments.	27
4.21.	Guaranteed Pay.	27
4.22.	Payment for Travel Time.	27
4.23.	Advance Pay.	28
Chapter 5— LEAVE ADMINISTRATION		29
5.1.	Explanation of Terms.	29
5.2.	Annual Leave.	29
5.3.	Sick Leave.	31
5.4.	Maternity Leave.	33
5.5.	Military Leave.	34
5.6.	Special Leave.	34
5.7.	Leave Balance on Change in Type of Employment.	35
5.8.	Leave Records.	35
5.9.	Leave Without Pay.	35
5.10.	Absence Without Leave.	35
Chapter 6— HOURS OF WORK AND HOLIDAYS		36
Section 6A—Hours of Work		36
6.1.	Administrative Workweek.	36
6.2.	Tour of Duty.	36
6.3.	Basic Workweek.	36
6.4.	Overtime.	37
6.5.	Call-back Work.	37
6.6.	Sunday or Rest-day Work.	37
6.7.	Holiday Work.	37
6.8.	Compensatory Time.	38
6.9.	Meal Breaks.	38
Section 6B—Holidays		38
6.10.	Entitlement.	38
6.11.	Public Holidays.	38
Table 6.1.	Public Holidays.	39

6.12. Holidays Falling on Workdays. 39

6.13. US Legal Holidays. 39

6.14. Holidays Falling Within Periods of Paid Leave. 39

Chapter 7— PERFORMANCE APPRAISAL 40

7.1. Performance Appraisals. 40

7.2. Annual Evaluations. 40

7.3. Trial Period Appraisals. 40

Chapter 8— CONDUCT AND DISCIPLINE 41

8.1. Standards of Conduct. 41

8.2. Terms Explained. 42

8.3. Responsibilities. 42

8.4. Criminal Offenses Outside Employment. 43

8.5. Trade Union Officials. 43

8.6. Circumstances Necessitating Immediate Action. 43

8.7. Uniformity of Disciplinary Actions. 43

8.8. Taking Disciplinary Action. 44

8.9. Recording Actions. 44

Chapter 9— SEPARATIONS AND ADVERSE ACTIONS 46

Section 9A—Separations 46

9.1. Resignation. 46

9.2. Retirement. 46

9.3. Death. 46

9.4. Termination of Temporary Appointments. 46

9.5. Termination of Intermittent Appointments. 47

9.6. Separation for Abandonment of Position. 47

9.7. Separation During Trial or Probationary Period. 47

9.8. Separation During Sickness. 47

9.9. Pregnancy. 48

9.10. Summary Dismissal. 48

9.11. Involuntary Separation Notice Periods. 48

9.12. Reduction in Force (RIF). 49

9.13.	Placement Assistance.	50
9.14.	Redundancy Pay.	50
9.15.	Reduction-in-Force Approval.	50
9.16.	Reduction-in-Force Notification.	50
9.17.	Notice Letters.	51
9.18.	Legal Requirement for Written Statement of Reasons for Dismissal.	52
9.19.	Status During Notice Period.	52
9.20.	Final Processing.	53
Section 9B—Adverse Personnel Actions		53
9.21.	Terms Explained.	53
9.22.	Authority To Effect Adverse Actions.	53
9.23.	Procedures.	54
Chapter 10— GRIEVANCES AND APPEALS (INTERNAL PROCEDURES)		55
10.1.	Policy.	55
10.2.	Definitions.	55
10.3.	Exceptions.	55
10.4.	Time Limits for Submission of Grievances and Appeals.	56
10.5.	Technical Review Procedure.	56
10.6.	Complaint Procedures.	57
10.7.	Grievance and Appeals Procedures.	57
Table 10.1.	Definition of Commander.	57
10.8.	Grievance and Appeal Examiners and Hearings.	57
10.9.	Representation of an Employee.	58
10.10.	Use of Official Time.	58
10.11.	Special Procedures on Grievances or Appeal From an Initial Decision by the Installation Commander.	58
10.12.	Involuntary Separation During Trial Period.	58
10.13.	Remedial Action.	58
Chapter 11— TRAVEL AND TRANSPORTATION		60
11.1.	Call-back Transportation Allowance.	60
11.2.	Temporary Duty (TDY) Travel.	60

11.3.	Mileage Allowance.	60
11.4.	Travel Insurance.	60
Chapter 12— OCCUPATIONAL SAFETY AND HEALTH		61
Section 12A—Mishap Prevention		61
12.1.	Policy.	61
12.2.	Application.	61
12.3.	Responsibilities.	61
12.4.	Protective Equipment.	61
12.5.	Training.	62
Section 12B—Occupational Injuries and Illnesses		63
12.6.	Applicable Laws.	63
12.7.	First Aid Treatment.	63
12.8.	Accident Book.	63
12.9.	Notification of Occupational Injuries and Illnesses.	63
12.10.	Investigation.	63
12.11.	Furnishing Information to the NIO.	63
12.12.	Claims Procedures.	63
12.13.	Injury and Disability Compensation.	64
12.14.	Records.	64
Section 12C—Display Screen Equipment (DSE)		64
12.15.	DSE.	64
Chapter 13— TRAINING		65
13.1.	General.	65
13.2.	Responsibilities.	65
Chapter 14— LABOR RELATIONS DURING WORKING HOURS		66
14.1.	Consultation Between Management and Employee Representative.	66
14.2.	Activities Conducted Outside of Work Hours.	66
14.3.	Civilian Forum Meetings.	66
Chapter 15— RETIREMENT, LIFE, AND HEALTH INSURANCE		67
15.1.	Pension Plan.	67

15.2.	Eligibility for Membership.	67
15.3.	Retirement Age.	67
15.4.	Benefits of Retirement.	67
15.5.	Survivor Benefits.	67
15.6.	Separation Before Retirement/Premium Insurance.	67
15.7.	Group Life Insurance.	67
15.8.	Administration of the Pension and Life Insurance Program.	67
15.9.	Funding.	67
15.10.	Health Insurance.	67
Chapter 16—	INCENTIVE AWARDS	68
16.1.	Service Recognition.	68
16.2.	Employee Suggestion Program.	68
16.3.	Performance Awards.	68
16.4.	Recognition Letters.	68
16.5.	Special Awards.	68
16.6.	Time-Off Awards.	68
16.7.	Forms Adopted:	68
Attachment 1—	GLOSSARY OF REFERENCES AND SUPPORTING INFORMATION	70
Attachment 2—	GUIDE TO DISCIPLINARY ACTIONS	72

Chapter 1

GENERAL PROVISIONS

1.1. Purpose. To incorporate in one publication the conditions of employment, pay, and related employment benefits for direct hire LN employees paid from either appropriated or nonappropriated funds of the USAF in Norway. The term local national includes citizens of other countries resident in Norway.

1.2. Authorities.

1.2.1. The following publications contain basic authorities and guidance for establishing wages and conditions of employment for LN employees in overseas areas:

1.2.1.1. *The Status of Forces Agreement (SOFA) among Parties to the North Atlantic Treaty Organization (NATO)*, Article IX, paragraph 4, dated 19 June 1951, and *Supplemental Agreement (SA) to the Status of Forces Agreement among Parties to the North Atlantic Treaty Organization between Supreme Headquarters Allied Powers Europe and the Kingdom of Norway*, Article 12, dated 10 January 1996.

1.2.1.2. DoD Manual 1400.25-M, Chapter 1200, Subchapter 1231, *DoD Civilian Personnel Manual (CPM) - Employment of Foreign Nationals*.

1.2.1.3. DoD Manual 1416.8-M., *DoD Manual for Foreign National Compensation*.

1.2.1.4. USEUCOM Directive 30-6, *Administration of Civilian Employees in the US European Command Area of Responsibility*.

1.2.2. AFI 36-102 USAFE Supplement, *Basic Authority and Responsibility for Civilian Personnel Administration and Management*, as supplemented by Civilian Personnel Division (HQ USAFE/A1C), prescribes the authority to appoint, promote, reassign, demote, separate, and compensate employees.

1.3. Policy. It is USAF policy to establish conditions of employment which are in line with those prevailing in the area, and to develop uniform policies and procedures on all matters pertaining to wages, conditions of employment, and other emoluments incident to employment with the United States Forces (USF).

1.4. Responsibilities.

1.4.1. HQ USAFE/A1C is responsible for:

1.4.1.1. Formulating and issuing personnel policies and procedures.

1.4.1.2. Maintaining surveillance over the personnel management and administration of LN employees.

1.4.2. The installation commander is responsible for ensuring the implementation of policies and procedures in this publication for operation of the personnel program at the installation.

1.4.3. The Civilian Personnel Flight (CPF) located at Royal Air Force (RAF) Mildenhall is responsible for the administration of the total personnel program at serviced installations. This responsibility includes: advising commanders, management officials, and supervisors on personnel policy in general; giving technical advice and assistance in particular areas; and reviewing personnel management

practices. It also includes: effecting day-to-day personnel actions; reviewing and approving disciplinary and adverse actions; providing an advisory service to employees; and establishing and maintaining personnel records.

1.4.4. The CPF located at RAF Mildenhall is designated as the central point of contact for LN personnel matters. This designation allows the collection and dissemination of information through a single point, as well as providing a vehicle for the discussion of problems and development of solutions. The CPF at RAF Mildenhall should be informed of matters likely to have an impact or to be of interest to Headquarters Third Air Force (HQ 3AF) or Headquarters United States Air Forces in Europe (HQ USAFE). Specific responsibilities of the RAF Mildenhall CPF include:

1.4.4.1. Upon request or designation by HQ USAFE/A1C, representing this headquarters in discussions with HQ 3AF, 426th Air Base Squadron (426 ABS), or other US Forces activities in Norway.

1.4.4.2. Delegate authority for administering the LN pension plan.

1.4.4.3. Responding to requests raised by HQ USAFE/A1C staff that may involve the collection of data from, or distribution of data to the satellite CPFs.

1.4.4.4. Investigating identified problem areas and developing a recommended course of action for submission to HQ USAFE.

1.4.4.5. Providing guidance and assistance upon request to Stavanger administering the personnel program, with particular regard to the application of Norwegian labor law.

1.4.4.6. Informing HQ USAFE, HQ 3AF, of significant changes or pending changes in relevant Norwegian labor law.

1.4.4.7. Making sure all investigative requirements are met prior to appointment (paragraph [2.5.4](#)).

1.4.5. Supervisors are responsible for:

1.4.5.1. Initiating personnel and position actions.

1.4.5.2. Establishing conditions of work according to applicable directives.

1.4.5.3. Conducting orientation of newly assigned employees.

1.4.5.4. Identifying training needs and ensuring they are met.

1.4.5.5. Ensuring equitable treatment of employees.

1.4.5.6. Establishing performance standards.

1.4.5.7. Resolving personnel problems or referring to higher authority for resolution, as set out in appeals and grievances procedures ([Chapter 10](#)).

1.4.5.8. Maintaining supervisor records on employees, to include AF Form 971, **Supervisor's Employee Brief**. The AF Form 971 is used to document all significant events and discussions concerning employee performance, recognition, and conduct. Supervisors at higher levels do not keep duplicate sets of records in an employee work folder. These records will be maintained according to AFPAM 36-106, *Supervisor's Records*, for appropriated fund employees and according to AFMAN 34-310 *Nonappropriated Fund Personnel Program Management and Administration Procedures*.

1.4.5.9. Maintaining and authenticating time and attendance records.

1.4.5.10. Obtaining and maintaining a copy of this publication.

1.5. Norwegian Legal Requirements. In developing this publication, due consideration has been given to Norwegian legal requirements, applicable labor laws, and labor practices. This information is not exhaustive and is provided for guidance only, since a summary of the legislation would only be misleading. Any provisions of this publication which provide better conditions than prescribed by law are part of the employment contract and will be observed.

1.6. Retained Entitlements. Employees appointed before the date of implementation of this publication will retain more favorable conditions of employment that were properly authorized by the *American Embassy Oslo Personnel Administration Handbook*, and in effect prior to that date.

1.7. Discrimination. There will be no discrimination in employment practices based on sex, marital status, physical handicap, color, race, nationality, ethnic, or national origin.

1.8. Employee Right of Access to Regulations Affecting Employment. Employees have the right of access to this publication and other publications affecting their employment. In particular, parts of this regulation form part of the individual contract of employment, and access must not be denied. Provision must be made for the publication to be available, normally by the supervisor, or at a place convenient to the worksite during working hours. Employees are to be allowed access upon request subject to overriding duty commitments.

1.9. Normal Working Hours and a Week's Pay. Statutory rights to guarantee payments, unfair dismissal compensation, redundancy pay, maternity pay, pay in lieu of notice, etc., require the calculation of normal working hours and a week's pay.

1.9.1. Normal working hours are the number of hours a week for which the employee is employed, and are shown on the appointment document or any subsequent amending document.

1.9.2. A week's pay is defined as the amount payable for normal working hours where an employee's hours of work do not vary from week to week. Where employees are required to work on days of the week or times of the day which differ from week to week so that the remuneration for any week varies accordingly, the calculation of a week's pay will be the average of the last 12 complete weeks. Any weeks where no remuneration was payable will not be counted and will be replaced by earlier weeks to bring the number up to 12.

1.9.3. A week is defined as ending on a Saturday, unless the employee's pay week ends on a day other than Saturday, in which case that day ends the week.

1.10. Supplementation. Supplementation of this instruction, unless required in the text, is subject to prior approval of HQ USAFE/A1CP, ensure that they are created according to AFI 33-360 Volume 1.

Chapter 2

FILLING POSITIONS

2.1. General. Norwegian legal requirements in filling positions will be observed. These include employment of minors, disabled persons, aliens, and European Union and European Economic Agreement (EEA) citizens; and reinstatement rights following military service, nondiscrimination, and nondisclosure of spent convictions.

2.2. Recruitment Sources. The installation commander decides the most beneficiary sources for recruitment based on the qualification standards for each position. Currently assigned regular employees of the USAF in Norway will be given strong consideration for filling positions. Qualified applicants from outside sources will be considered for recruitment, with strong consideration being given to temporary and intermittent employees as well as to former regular employees. Outside sources may include, but are not limited to, Department of Employment facilities, schools, colleges, universities, trade, commercial, and ex-service organizations. Newspaper advertisements, posters, and bulletin board notices may also be used when necessary.

2.3. Eligibility. All available applicants who meet the qualification standards are to receive equal consideration for employment subject to the following restrictions.

2.3.1. Citizens of Norway. No restrictions.

2.3.2. Citizens of the United States. Employment may not be given under this authority even though the applicant may hold Norwegian citizenship simultaneously (*SA to NATO SOFA*, 12-3). **EXCEPTION:** US citizens that are determined as being ordinarily resident in Norway may be employed in non-appropriated fund positions. Under no circumstances are they to fill appropriated fund positions (*SA to NATO SOFA*, 12-3).

2.3.3. Nationals of European Community countries and nationals of EEA countries. No restrictions.

2.3.4. Other Foreign Nationals, and Stateless Persons. No restrictions, provided no restriction has been imposed as a condition of continued residency in Norway. Otherwise, a valid work permit must be held or obtained before employment.

2.4. Employee Categories.

2.4.1. Full-Time Employment. The nature of action (NOA) for appropriated fund employment is "Excepted Appointment." The NOA for nonappropriated fund employment is "Regular Full-Time Employment." This category includes employees hired for a period of 52 weeks or more and for a regular workweek of 35 hours or more.

2.4.2. Part-Time Employment. The NOA for appropriated fund employment is "Excepted Appointment." Work schedule will be "P" in item 32 of SF 50, **Notification of Personnel Action**. The NOA for nonappropriated fund employment is "Regular Part-Time Appointment." This category includes employees hired for a period of 52 weeks or more and for a regular workweek of less than 35 hours.

2.4.3. Temporary Full-Time Employment. The NOA for appropriated fund employment will be "Excepted Appointment-NTE (date)." This category includes employees hired for a period not

exceeding 51 weeks for a regular workweek of 35 hours or more. Norwegian labor law may impose additional restrictions on the employer's flexibility to hire temporary employees.

2.4.4. Temporary Part-Time Employment. The NOA for appropriated fund employment will be "Excepted Appointment-NTE (date)." Work schedule will be "P" in item 32, SF 50. The NOA for nonappropriated fund employment will be "Temporary Part-Time Appointment-NTE (date)." This category includes employees hired for a period not exceeding 51 weeks and for a regular workweek of less than 35 hours. Norwegian labor law may impose additional restrictions on the employer's flexibility to hire temporary employees.

2.4.5. Intermittent Employment. The NOA for appropriated fund employment will be "Excepted Appointment." Work schedule will be "I" in item 32, SF 50. The NOA for nonappropriated fund employment will be "Intermittent Appointment." This category includes employees hired for jobs on a "casual," "as required," or "on call" basis, with no regular work hours. Intermittent employees required to work on a continuous basis for any number of hours each week are to be converted to part-time appointments. Norwegian labor law may impose additional restrictions on the employer's flexibility to hire temporary employees.

NOTE: Temporary appointments may be renewed indefinitely for employees who have passed the state retirement age of 67. The renewal of appointments for those under state retirement age is not prohibited provided employees are not filling a permanent position and the renewal meets a genuine, but temporary, management need. Norwegian labor law may impose additional restrictions on the employer's flexibility to hire temporary employees.

2.5. Employment Requirements.

2.5.1. Age Restrictions. Age limits are 15 years minimum (minimum school leaver age) or 70 maximum, subject to the following exceptions:

2.5.1.1. Exceptions to the maximum ages may be made, but appointments can only be temporary (paragraph 2.4.). Such appointments are time limited, but for this purpose may be renewed without restriction, depending upon management needs, employee wishes, and physical condition. Certification of employee health may be required whenever this is considered to be necessary, and the employee will be required to provide this certification at his or her own expense. For retention of current regular or indefinite employees beyond the retirement age (paragraph 9.2.).

2.5.1.2. Persons under 18 years of age may not be employed in any position involving the sale or serving of alcoholic beverages.

2.5.1.3. Former USF employees who have passed normal retirement age and who are in receipt of a pension paid by the US Forces Pension and Life Assurance Scheme, may be hired subject to the prior approval of the USAFE Pension and Life Assurance Scheme trustees. An exception may also be made, without regard to age, if the pension was awarded for disability, and the disability has since ceased to exist.

2.5.2. Medical. Applicants for positions involving physical contact with people, driving vehicles, heavy lifting, operating hazardous machinery, or working at heights, must be prepared to submit to an initial and periodic physical examinations, including any necessary immunizations. The health care provider conducting the pre-employment examination may render a recommendation to hire, or not to hire, based on medical findings. The provider will base this recommendation on the physical requirements of the job for which the applicant is applying. During periodic examinations, if a medical prob-

lem is disclosed which would place the employee at a health risk, the provider will recommend he or she be at least temporarily removed from the job pending a comprehensive medical investigation of the problem. Other applicants with medical histories, physical handicaps, or who otherwise fail to satisfy the supervisor as to their fitness to carry out the work, will also be required to undergo physical examinations. All such examinations, including immunizations, are to be administered without cost to individuals and are subject to their consent, by or with the approval of a US federal medical officer.

2.5.3. Qualification Requirements.

2.5.3.1. Qualification standards will be developed locally by civilian personnel specialists and management officials. Position titles and grades appropriate to the positions, as determined by the classification specialist, are to be clearly marked on the individual standard. When a standard is developed by other than RAF Mildenhall CPF, a copy should be sent to that office for consideration.

2.5.3.2. Qualification standards are the minimum experience, training, education, and physical requirements essential in performing duties of the position involved in a satisfactory manner. In applying physical standards, the criterion is the ability of employees to perform their duties in a satisfactory manner and without hazard to themselves or to others with sole reference to job environmental demands. All placement actions are subject to the use of qualification standards.

2.5.3.3. If it is not possible to find qualified applicants to fill a job vacancy, consideration should be given to restructuring the position, including filling at a lower grade with a trainee. If these procedures are not appropriate or do not produce a qualified applicant, the servicing CPF may request a waiver or substitution of the qualification standard by RAF Mildenhall CPF on a case-by-case basis. Full justification must be provided in support of each request.

2.5.4. Investigative Requirements. Initial appointment and retention in employment is subject to satisfactory completion of suitability inquiries.

2.5.4.1. Normal pre-employment investigative requirements are in paragraph 2.7.

2.5.4.2. Prior to entrance on duty, the applicant will be required to provide a police record check (politiattest). All employees will be subject to a routine security check during the probationary period.

2.5.4.3. The investigative process for applicants filling sensitive positions involving access to classified information or unescorted entry into restricted areas is contained in AFI 31-501, *Personnel Security Program Management*.

NOTE: Unless specifically excepted (AFI 31-501), LN employees will not be placed in positions involving access to classified information or unescorted entry into restricted areas. The cost-saving factor will not be used as the basis for justification of such a request.

2.5.5. Suitability. Employment may be denied or terminated during trial period based on information obtained during the investigative process. Such action may be based on intentionally false, deceptive, or fraudulent verbal or written information provided by the applicant or employee for the purpose of obtaining employment; the deliberate withholding of adverse information; or conduct contrary to the best interests of the US Air Force. Sources of such information are always to be protected and not made known to the applicant or employee.

2.6. Family Relationships. Close relatives will not be placed in positions where a supervisory relationship exists, favored terms could ensue, or where the job relationship increases the potentiality of collusion. Close relatives are considered to be father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, grandparents, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, and half sister.

2.7. Appointment Criteria.

2.7.1. In order to be considered for employment, an applicant must first of all submit to the CPF a completed application form, SF 52, **Request for Personnel Action (Appropriated Funds)**, show basic suitability, and meet the minimum qualification standards laid down for the positions in which interested.

2.7.2. Prior approval of the civilian personnel officer is required in those cases where adverse information is available. Such information includes, but is not limited to, previous convictions, dismissal under other than honorable conditions from a military force, separation for cause by a previous employer, or any other information which would give cause to believe that employment might not be in the best interest of the US Air Force. Offenses for which the applicant served a rehabilitation period, during which no further conviction occurred, are referred to as spent convictions and are not to be considered, nor are applicants to be expected to disclose spent convictions.

2.7.3. Personal testimonials, military discharge papers, bank references for self-employed persons, and school references, may be used to determine an applicant's skills, abilities, demonstrated performance, personal characteristics, etc. At the discretion of the CPF, additional vouchering may be determined appropriate for applicants selected for specific job categories, sensitive positions, or where duties involve childcare, custodial, or fiscal responsibilities. If vouchering is required, every effort will be made to complete such vouchering prior to employment or during the trial period. Vouchering may be completed by letter to previous employers or referees. Persons to be employed in sensitive positions or duties involving custodial or fiscal responsibilities are to be vouchered before appointment. Other applicants may be appointed prior to completion of the vouchering process at the discretion of the civilian personnel officer, in which case vouchering is to be completed at the earliest practicable date, and before the end of any trial period. Vouchering of temporary and intermittent applicants is not usually necessary.

2.8. Trial Period. All newly-appointed regular employees are to serve a trial period of six months. At the time of employment, the employee must be notified in writing of the trial period and that the trial period may be extended due to the employee's absence during the trial period. Once the trial period has begun, if, at the employer's discretion, an extension period is warranted due to the employee's absence, the employee must be provided a written notice of the intent to extend the trial period. The extension cannot exceed the period of absence. Once having satisfactorily completed a trial period, an employee will not be required to serve a new trial period, except after a break in service of more than 90 days and returning to a position not similar to the position previous served in. When returning from absence due to sick leave or maternity leave, no trial period is required. Reappointment of a former employee who returns to duty from compulsory military service is excluded from trial period requirements. An unsatisfactory employee may be terminated from service during the trial period with a 2-weeks notice, otherwise the notice periods shown in paragraph 9.11. will apply. A redundant employee accepting an alternative offer of employment is entitled by law to a trial period. For details see paragraph 9.12.9.

2.9. Equal Employment Opportunity. Nondiscrimination policy in Norway is very similar to that in the United States, and observance of US principles will normally suffice to ensure compliance with Norwegian law. In the event of significant differences between the two policies, Norwegian laws regarding non-discrimination in employment practices prevail.

2.10. Right to Search. Employees may be subject to search by competent authorities on entering or leaving the installation or a building within the installation. Search may be made of the person, vehicle, bag, package, or other items being carried by that person. Search may be for the purpose of detecting loss of goods and materials or for locating explosive or incendiary devices. Failure on the part of an employee to submit to a search may be grounds for denial of entry to a building or installation, and may also be sufficient grounds for dismissal action.

2.11. Reinstatement. Employees who are re-appointed within 90 days following separation from regular or indefinite employment inside or outside Norway with any US government agency will be reinstated. They will retain and accrue benefits as if they had been in a leave without pay status during the break in service (see paragraph 4.5. for pay setting procedures). **NOTE:** The referenced benefits are those provided by USF as a condition of employment. Statutory benefits, such as redundancy pay and maternity pay, continue to be based on the appropriate legislation and are not subject to this paragraph.

2.12. Rehire. Employees who are separated from regular or indefinite employment with the US government and then re-employed, but do not qualify for reinstatement, will be considered as rehired. These employees will be considered the same as newly-appointed employees except that previous service inside or outside Norway will be creditable for length of service recognition and may be used for purposes of pay setting (paragraph 4.5.).

2.13. Promotion. The USAF endeavors to provide opportunities for advancement and career development of employees who demonstrate potential for higher levels of performance.

2.14. Temporary Promotion. Temporary promotions should be avoided but may be used to fill a position temporarily vacated by an employee. The personnel action document will state in the remarks column that the promotion is temporary; that the employee will revert to his or her original grade and pay step (plus any within grade increase due during the period of temporary promotion) at the end of the period; and that selection for temporary promotion does not imply preferential treatment as regards permanent promotion. A temporary promotion will not exceed 51 weeks.

2.15. Detail.

2.15.1. A detail is the temporary assignment of employees to perform duties of a position different from those to which normally assigned. Details are only intended to meet temporary needs such as emergencies caused by abnormal workloads, organizational changes, absences, or for training purposes. Except for brief periods, employees will not be detailed to perform work of a higher-grade level.

2.15.2. Employees on detail continue to receive the pay of the position to which they are regularly assigned.

2.15.3. Details of up to 4 weeks in duration need not be notified to the CPF but must be noted in supervisor's records. Details in excess of 4 weeks will be documented on a personnel action request

form (SF 52, or AF 2548, **NAFI Request for Personnel Action**) and forwarded to the CPF for filing in the employee's personnel folder. Details in excess of 13 weeks are not authorized.

2.16. Reassignment. A "reassignment" is the change of an employee from one position to another, without promotion or demotion. Provided an employee meets the qualification standards of the new position, he or she may be reassigned without regard to the length of time spent in the old position.

2.17. Change to Lower Grade.

2.17.1. A "change to lower grade" may be effected for any of the following reasons:

2.17.1.1. When an employee's position is downgraded by reclassification action.

2.17.1.2. When employee is unable to perform the duties of his or her position, and a lower grade position for which he or she is qualified is available.

2.17.1.3. In a reduction-in-force (RIF), when assignment to a lower grade position is the only alternative to separation.

2.17.1.4. Upon the voluntary written request of an employee for assignment to an established lower grade position for which he or she qualifies.

2.17.1.5. Upon completion of a temporary promotion.

2.17.2. A change to lower grade for the reasons given in paragraphs [2.17.1.1.](#), [2.17.1.2.](#), and [2.17.1.3.](#) is defined as an adverse action and is subject to the procedures outlined in paragraph [9.23.](#)

2.18. Changes Between Different Types of Funds. Movement between funds (that is, appropriated and nonappropriated funded activities, and between nonappropriated funded activities) will be effected as if the employee was continuously employed. Leave balance and accrual rates, and other authorized benefits and entitlements will be retained, assuming no break in service occurs in excess of 90 days. Since there can be no transfers of funds between non-appropriated and appropriated fund organizations in support of such moves, efforts should be made to reduce annual leave to a minimum before such transfer. However, undue hardship should not be caused to the employee concerned or the gaining or losing activity. It is not necessary for the employee to resign his or her previous position. A combined separation-appointment action should be effected. The remarks section of the SF 50 or AF Form 2545, **NAFI Notification of Personnel Action**, should state the amount, in hours, of annual leave to be transferred and should also state that full credit is given for prior service and quote this paragraph as the authority. **NOTE:** US citizens may not move from a position paid from nonappropriated funds to one paid from appropriated funds.

2.19. Written Particulars of Terms of Employment. All employees will be issued a written statement of their conditions of employment. The statement is to be completed upon appointment and attached to the employee's copy of appointment and conversion documents SF 50, for appropriated fund employees; and AF Form 2545, for nonappropriated fund employees.

2.19.1. Appointment and conversion documents (SF 50 and AF Form 2545) are to have the following information shown in the remarks column. The remarks shown at paragraph [2.19.1.1.](#) is not to be used if appointment is to intermittent employment.

2.19.1.1. The form SF 50 or AF Form 2545 and the pertinent provisions of this directive constitute the following written statements.

- 2.19.1.2. The identity of the parties.
 - 2.19.1.3. The location of the workplace.
 - 2.19.1.4. Duty title or a short description of the work.
 - 2.19.1.5. Effective date of the appointment.
 - 2.19.1.6. If the appointment is temporary, state expected duration.
 - 2.19.1.7. Annual leave entitlement (21 work days for personnel under 60 years of age and 26 work days for personnel 60 years and above), conditions for leave payment, the rules for scheduling leave.
 - 2.19.1.8. Length of notification if employment is terminated.
 - 2.19.1.9. Agreed pay and when payments will be made.
 - 2.19.1.10. Hours of Duty, 37.5, Monday to Friday, 0800-1600. If duty hours vary, insert weekly total hours with the statement "as rostered."
 - 2.19.1.11. Trial period.
 - 2.19.1.12. Free life insurance coverage is provided from date of hire. Other insurance (pension plan and accident insurance). **NOTE:** Figures shown in paragraph 2.19.1.7. parenthesis above are sample figures only.
- 2.19.2. When conditions of employment change, written amendment to the terms of employment is to be issued.

2.20. Procedures. To the extent possible, procedures in use for US citizen employees will be used in soliciting and filing of applications and in the vouchering, referring, interviewing, selecting, and processing involved in filling positions. In situations where procedures in use for US citizen employees would conflict with Norwegian employment law and practices, sound judgment is to be exercised by civilian personnel officers in varying these procedures to suit local circumstances.

2.21. Documentation. The following forms will be used for the purposes indicated:

2.21.1. USAFE Form 228, **Application for Local National Direct Hire (LNDH) Employment with the United States Air Force in the United Kingdom.** The form is applicable for the direct hire employment program in Norway. It is used to record information necessary on a prospective employee at the time application is made for employment. It is prepared by the employee concerned and completed by civilian personnel flight staff. Only the original is required, which is filed initially in the applicant supply file within the personnel office, and finally in the employee's personnel folder.

2.21.2. USAFE Form 285, **Sickness Absence Self-Certificate (Local National Direct Hire Employees in the United Kingdom).** The form is applicable for the direct hire employment program in Norway. It records information on an employee's absence due to sickness or injury. It is initiated by supervisors when employees notify them of absence on the first day. The employee enters duration of illness following return to work and the supervisor then completes the form. It is forwarded to the servicing personnel management specialist if the supervisor suspects malingering; otherwise, it is sent directly to the payroll office for retention and possible review in the event of repeated absences.

2.21.3. AF Form 2548, **NAFI Request for Personnel Action (Non-Appropriated Funds).**

2.21.4. AF Form 2545.

2.21.5. SF 50.

2.21.6. SF 52.

2.21.7. AF Form 971. This form will be maintained in accordance with AFPAM 36-106.

2.21.8. AF Form 1065, **Nonappropriated Fund (NAF) Civilian Position Description**; and AF Form 1378, **Civilian Personnel Position Description**. Used to record the employee's duties and responsibilities. One copy is maintained in the employee's official personnel folder, one with AF Form 971, and one in a master file maintained by the CPF. One copy is provided to the employee.

2.22. Orientation and In-Processing of Employees. Both the CPF and the supervisor are responsible for the orientation of employees. Since first impressions employees gain will influence their subsequent attitudes, it is essential that orientations be conducted in a congenial atmosphere and be informative. It should not be forgotten that common military expressions can be difficult to understand, and various customs and ways of doing business will be alien to many new employees. Procedures for orientation will be established by the CPF. Both orientation and in-processing are considered duty time and employees should be in pay status for this period.

Chapter 3

POSITION CLASSIFICATION

3.1. General.

3.1.1. The commander as the delegated authority for civilian personnel administration has the authority and responsibility for the classification of LN positions. The commander delegates classification authority to the civilian personnel officer. The commander is advised by the civilian personnel officer and position classification specialists who perform the actual classification of civilian positions on behalf of the commander.

3.1.2. Before a position is established and filled, the title and grade level will be determined by the position classification process, as outlined in this chapter.

3.2. Categories of Positions.

3.2.1. Schedule Title.

3.2.1.1. Staff Schedule (S). This category includes clerical, administrative, technical, and professional positions. These positions are classified by reference to Office of Personnel Management (OPM) General Schedule standards.

3.3. Classification Reviews. Supervisors are responsible for periodic reviews and certification of all civilian positions to assure the currency and accuracy of the position description. The CPF is responsible for the review of all civilian positions to assure the accuracy of the classification.

3.4. Advisory Classification. Advisory classifications may be requested from HQ USAFE/A1CP. Classification determinations furnished by HQ USAFE/A1CP are binding and final.

3.5. Classification Appeals.

3.5.1. Employee Appeals.

3.5.1.1. Employees may appeal the classification of their position at any time.

3.5.1.2. Employees who are dissatisfied with the classification of their positions should discuss these dissatisfactions with the supervisor and the servicing CPF in an initial effort to resolve the classification issue. Since the classification of positions is determined by reference to the OPM or USAF Classification Standards, the employee and supervisor should review these in examining whether or not the employee has a sound basis for dissatisfaction. The CPF will make available copies of standards or other pertinent information as requested.

3.5.1.3. In situations where the explanation given by the supervisor and CPF does not satisfy the employee, a formal appeal may be filed. The appeal must be in writing and contain the following information:

3.5.1.3.1. The employee's full name, organization, duty telephone number, and present title, pay plan, and grade of the position to which officially assigned.

3.5.1.3.2. A statement indicating the part of the classification with which the employee disagrees (that is, title, pay plan, or grade); why the assigned classification is inconsistent with

classification standards or guidelines; and (in terms of the same criteria) the title or grade the employee considers correct and the reasons therefore. A contention that the classification of an employee's position is inconsistent with that of another position is not an acceptable basis for a classification appeal.

3.5.1.3.3. A detailed position description (original and one copy) prepared in collaboration with the supervisor. The description should be sufficiently detailed so that a person unfamiliar with the position can understand what is done and how it is done. The CPF will review the position description with the employee and the supervisor and revise the description as required to ensure accuracy and obtain clarification as necessary. The employee, the supervisor, and the CPF will certify the description as complete and accurate. A complaint concerning the accuracy of a position description is processed under the grievance procedure rather than the classification appeal procedure.

3.5.1.3.4. A current organizational chart which clearly reflects the location of the position being appealed in relation to other positions in the organization; and a functional statement for the organizational unit in which the position is located. Both of the documents will be approved, signed, and dated by a management official above the immediate supervisory level of the position being appealed.

3.5.1.4. The CPF will determine whether or not the appeal meets the above requirements. When the above requirements are not met, the CPF will return the appeal to the appellant with a written explanation of the deficiencies. When the above requirements are met, the CPF will forward the entire case file to HQ USAFE/A1CP for a final decision. HQ USAFE/A1CP will review the appeal and issue a decision within 30 days of receipt. This decision is the final US Air Force decision.

3.6. Management Disagreements. In the event that the supervisor disagrees with the classification of an employee's position, an explanation for the assigned classification may be sought from the CPF. The supervisor may also review the classification guidelines used in classifying the position. If the supervisor still believes the position is not properly classified, the supervisor may submit a written request for reconsideration with the appropriate reasons. The classification of the position will be re-examined by the CPF and written results of the review will be forwarded to the supervisor.

Chapter 4

PAY ADMINISTRATION

4.1. Establishment of Wages and Salaries. It is the USF policy to establish wages and salaries based on prevailing rates for comparable levels of positions in the private and public sectors of industry and applicable statutory requirements of the US government. Surveys or other means of updating the pay scales are conducted annually. Pay schedules for Norway are established by the CPF at RAF Mildenhall, and apply to all direct hire local national employees as described in paragraph 1.1. Annual updates are conducted in the June time frame.

4.2. Pay Periods. The pay period will consist of 2 administrative workweeks (paragraph 6.1.).

4.3. Authority for Pay Actions.

4.3.1. All requirements for appointment, position change, or pay change must be met and the appropriate notification of personnel action form (SF 52, or AF 2548) completed and submitted to the payroll office.

4.3.2. A properly completed and certified time record is required as the basis for payment of wages or salaries. Payroll offices will prescribe the type of time record to be used and issue instruction for its completion by the supervisor.

4.3.3. Retroactive pay changes are to be authorized only to correct an administrative oversight, to introduce a general pay increase, or when otherwise required by Norwegian law. Personnel actions, other than appointments and separations, are normally to be effective at the beginning of the pay period following the decision to effect the action.

4.4. Pay Rates.

4.4.1. Consolidated Rate. This is the rate paid for work performed within the basic workweek as defined in paragraph 6.3. It includes any cash allowances, bonuses, and monetary values of in-kind payments measured in wage surveys. It is not used in determining premium pay.

4.4.2. Basic Rate. This rate is used as the base for premium pay computations. It represents the average rates measured in wage surveys and used by industry as the base for overtime and shift premium calculations.

4.5. Pay Determination on Appointment. New appointments as a general policy will be made at the lowest step of the pay scale. Exceptions to this general policy may be approved by the CPF as follows:

4.5.1. Appointees with previous service (appropriated or nonappropriated fund) with the US government, under an appointment for a continuous period of not less than 90 days may be employed at any step rate which does not exceed their highest previous rate of pay (including subsequent general increases), provided the new appointment is in the same or a closely related line of work. If the highest previous rate of pay falls between two steps of the new grade, the pay may be fixed at the higher step. Judicious use of this provision should be made considering such factors as management needs, budgetary impact, and quality and recency of previous experience.

4.5.2. When an installation experiences recruitment or retention problems in certain positions an advanced in-hiring rate may be used. Department of Defense (DoD) agencies collocated in the same recruitment area will inform each other when such rates are applied. When it becomes necessary to use steps above four (schedule S), coordination must be accomplished with other DoD agencies before initiating such action.

4.5.3. Applicants who have unique qualifications and experience may be hired at any step in recognition of such qualifications and service. DoD agencies collocated in the same area will inform each other when such action is taken.

4.5.4. The reason for applying a rate above step one must be documented and cross-referenced on appointment documents.

4.5.5. Whenever an advanced in-hiring rate is used to overcome recruitment or retention problems, all current employees filling like positions at the installation for which the advanced in-hiring rate is approved will be paid not less than that advanced rate.

4.6. Within-Grade Step Increases.

4.6.1. Eligibility. All employees qualify for step increases.

4.6.2. Effective Date. Step increases will be effective the beginning of the next pay period following completion of the waiting period. Should the effective date coincide with that of another personnel action, the actions will be processed in the order most advantageous to the employee.

4.6.3. Creditable Service. All continuous service in a pay status is creditable, including periods of annual leave, sick leave, maternity leave, and other paid leave, during which an equivalent increase was not received. Time served in a non-pay status, or time served before a break in service, does not count as creditable service. Exceptions are made for employees who have been reinstated (paragraph [2.11.](#)), and for the first 2 weeks in each instance of leave without pay (paragraph [5.9.](#)).

4.6.4. Procedures. Supervisors are to notify the CPF in writing of their decision to approve or withhold a step increase, before the end of the prescribed waiting period. In order to withhold a step increase, the written concurrence of the next higher-level supervisor must be obtained, and the CPF as well as the employee concerned must be notified at least 4 weeks in advance of the due date. The increase may be withheld until performance is judged satisfactory, but not to exceed 6 months. After 6 months the employees must either be granted the increase, reassigned to another position, demoted, or separated.

4.6.5. Waiting Periods. Age and service requirements for within-grade step increases are shown in paragraph [4.15.](#)

4.7. Promotion. A promotion is defined as a change from one position to another when the representative (step 4) of the new position exceeds that of the old one.

4.7.1. Equivalent Increase. This is defined as the difference in pay between the grade and step from which promoted, and the next higher step of the same grade. For those employees at the top step of the grade, an equivalent increase will be the difference between the top step and the next to top step.

4.7.2. Staff. Pay on promotion will be set at the lowest step in the new grade, which results in an equivalent increase. A new waiting period will start for the next within-grade increase, since the promotion is considered an "equivalent" increase.

4.7.3. Promotion Following a Downgrade. The pay rate set will be restructured where necessary to a rate which does not exceed the rate that would have been reached had the employee not been downgraded.

4.8. Change to Lower Grade.

4.8.1. Employees who are downgraded through no fault of their own and who have completed a trial period will be paid at a rate not less than the hourly rate at the time of downgrading. If a step of the lower grade does not provide an identical rate the employee will be placed in the next higher step. Time spent in the step of the old grade will be credited towards step advancement in the new grade. If the highest step in the new grade is less than the rate at the time of downgrading, the employee will be paid a retained rate (salary retention).

4.8.2. Employees on a retained rate will be paid one half of any subsequent pay schedule adjustments until the pay schedule equals the retained rate. The retained rate will be discontinued only when employees:

4.8.2.1. As a result of step advancement or a general pay increase, become entitled to a rate in the grade to which changed or that equals or exceeds their retained rate.

4.8.2.2. Are promoted to the original grade or a grade higher than the original grade.

4.8.2.3. Are offered the original grade or a higher grade and refuse the offer.

4.8.2.4. Move to another job at their own request.

4.8.3. Employees who are downgraded through no fault of their own and who have not completed a trial period will be placed in that step of the new grade which most nearly preserves but does not exceed their present step rate.

4.8.4. Employees who are downgraded for personal cause will be placed in step one of the new grade.

4.8.5. Employees who are downgraded at their request may be placed at any step in the lower grade that does not exceed present step rate.

4.9. Reassignment or Transfer Between Pay Areas.

4.9.1. Employees who, in management's interest, are reassigned or transferred in the same grade to an area where higher pay rates apply will retain the same numeric step and credit for step advancement.

4.9.2. Where lower pay rates apply, the action will be processed as detailed in paragraph 4.8.

4.10. Separation. Upon separation from employment, final pay and allowances will be computed and handed to employees on the day they would have been paid had employment not been terminated.

4.11. Lump Sum Leave Payment. Payment will be made for unused annual leave upon separation according to the provision of paragraph 5.2.10.

4.12. Redundancy Pay. Redundancy pay will be determined as a part of a RIF process and shall be equal to the benefits offered by comparable corporations in Norway.

4.13. Maternity Pay.

- 4.13.1. Maternity Leave will be granted in accordance with Norwegian law.
- 4.13.2. The law requires that the employee has spent 6 months in paid employment during the 10 months immediately prior to confinement.
- 4.13.3. The employee has the right to maternity leave with full pay for 42 weeks or for 52 weeks with 80 percent pay. The leave granted from the Norwegian National Insurance is limited to an annual income not exceeding six times the basic amount. The employer will pay the exceeding amount. The right to full pay is extended with 5 weeks (7 weeks with 80% pay) for each child born at the same birth. Nine weeks must be taken by the mother. Three of these weeks must be taken before the birth and 6 weeks immediately after the birth. Of the remaining 33 weeks, 4 weeks must be taken by the father and the remaining period can be divided by the parents.
- 4.13.4. Employees/Supervisors must contact the nearest National Insurance Office (NIO) for more details regarding maternity leave.

4.14. Pay Schedules. Pay schedules are not a part of this regulation but will be distributed separately by HQ USAFE/A1CP when changes occur.

4.15. Pay Steps and Waiting Periods. Pay increases within a grade are based on a pay step system with the waiting period between steps being based on time for adults. Pay step increases are effective the beginning of the pay period following completion of the waiting period.

- 4.15.1. Adult rates apply from age 18. The waiting periods for advancement to the next higher step are in [Table 4.1](#).

Table 4.1. Waiting Periods for Advancement.

Waiting Period	Pay Schedule	Present Step
1 year	Staff	1,2,3,4,5,6,7,8,9,10
2 years	Staff	11,12,13

4.16. Annual Leave Payment. Payment for periods of absence on approved annual leave will be at consolidated rates (see paragraph [4.19.3](#). and [4.19.6](#). for variations) for that part of the regularly scheduled tour of duty during which the employee was on leave.

- 4.16.1. Annual leave payment will be granted in accordance with Norwegian Vacation Act of 1988.
- 4.16.2. Annual leave payment will be 12% of the previous year’s total gross pay including overtime pay, minus previous year’s annual leave pay. Employees over the age of 60 shall be paid 14.3% of the previous year’s total gross pay minus previous year’s annual leave pay. This is provided that the employee reaches the age of 60 before 1 September in the same year the annual leave is being paid.
- 4.16.3. Annual leave payment is payable in June and replaces two and a half pay periods for employees under 60 and three pay periods for employees over 60 years of age.
- 4.16.4. Employees will be paid all outstanding annual leave payment upon separation.

4.17. Advance of Annual Leave Payment. An advancement of pay at consolidated rates may be made upon employee’s request for approved annual leave of at least one week in duration when the leave has

already been accrued. Employees are to initiate a request to the payroll office through their supervisor not later than two weeks before the start of the leave period. Should the employee subsequently not proceed on leave the advance payment is to be recovered.

4.18. Sick Leave Payment.

4.18.1. General payment for periods of sick leave approved under Norwegian law is made at consolidated rates of pay for the regular scheduled work falling within the period of absence (see paragraph [4.19.3.](#) and 4.19.6 for variations).

4.18.2. Employees on approved sick leave will receive their normal pay directly from the employer for the duration of the sick leave. In accordance with Norwegian law the first 16 consecutive calendar days shall be paid by the employer. After this period the employer will be reimbursed monthly from the Norwegian National Insurance the normal salary paid to the employee limited to six times the basic amount in accordance with National Insurance Act, paragraph 8-10. In cases where the employee's annual income exceeds six times the basic amount the employer will pay the exceeding amount.

4.18.3. In most cases approved sick leave does not exceed 52 weeks. After 52 weeks, the employee's status normally changes and Norwegian National Insurance will take over the full responsibility. For separation during sick leave see paragraph [9.8.](#)

4.18.4. The employee is responsible for forwarding medical certificates to the employer. Failing to produce proper documentation will lead to deduction in pay and may also lead to removal.

4.18.5. Employees are responsible for notifying the payroll office of payments for sick leave, received from the National Insurance.

4.19. Premium Pay and Allowances.

4.19.1. General. Premium pay and allowances are in addition to normal pay which is payment at consolidated rates for work performed within the basic workweek (paragraph [4.4.](#)). Travel time is not considered qualifying work, and will be compensated in accordance with [4.22.](#)

4.19.2. Overtime. Overtime work is defined as work in excess of the basic workweek or work in excess of the regularly scheduled workday. Overtime hours will be paid by the basic hourly rate of pay plus an overtime premium supplement as follows:

Monday through Friday: 50% of the basic hourly rate of pay;

Saturdays and Sundays (starting 0001 Saturday up to 0800 the following Monday) and holidays as established under paragraph 6.11.: 100% of the basic hourly rate of pay.

4.19.2.1. Compensatory Time Off. At management's option, time off from duty for performance of overtime work may be granted with 1 hour of compensatory time allowed for each hour of overtime worked. Overtime premium supplements as established under paragraph [4.19.2.](#) may not be compensated by time off.

4.19.2.2. Overtime must be approved by the supervisor and overtime approving official in advance of the work being performed or, in case of emergency work, on the next working day.

4.19.3. Holiday Pay. For approved work performed on a holiday as established under paragraph **6.11.**, holiday hours will be paid by the basic hourly rate of pay plus a holiday premium supplement of 100% of the basic hourly rate of pay.

4.19.3.1. Compensatory Time Off. At management's option, time off from duty for performance of holiday work may be granted with 1 hour of compensatory time allowed for each hour of holiday worked. Holiday premium supplements as established under paragraph **4.19.3.** may not be compensated by time off. When compensatory time is taken for any overtime worked (paragraph **6.8.**) Monday through Friday payment will also be made at the rate of fifty percent of the employee's regular rate of pay for each hour worked.

4.19.4. Sunday or Rest Day Pay. For approved work performed on a Sunday or rest day as established under paragraph **6.6.**, Sunday or rest day hours will be paid by the basic hourly rate of pay plus a Sunday or rest day premium supplement of 100% of the basic hourly rate of pay.

4.19.4.1. Compensatory Time Off. At management's option, time off from duty for performance of Sunday or rest day work may be granted with 1 hour of compensatory time allowed for each hour of Sunday or rest day worked. Sunday or rest day premium supplements as established under paragraph **4.19.4.** may not be compensated by time off.

4.20. Relationship Between Premium Payments. Employees meeting the requirements for more than one type of premium rate for the same period of work will not be paid compensation under each of the premium rates, but will be paid at the highest rate applicable for that period of work. Allowances are not subject to this restriction. Premium pay computations are always based on the basic hourly rate of pay.

4.21. Guaranteed Pay.

4.21.1. Employees (other than intermittent employees) who have at least 1 month of continuous service, will be compensated at a rate not less than that which is appropriate for the weekly tour of duty shown on their current employment contract (SF 50 or AF Form 2545), provided that during all normal work hours of that tour of duty they are capable of and available for work (or on approved absence in pay status) and willing to perform such duties outside their normal occupation as may reasonably be required when normal work is not available.

4.21.2. Employees may be laid off work (furloughed) in a non-pay status only when unforeseen circumstances beyond the control of the employer (such as fire, equipment breakdown, flood, or power failure) preclude continuation of work and compensation temporarily. In these circumstances, compensation is not to be suspended until expiration of 5 clear calendar days notice in writing. Guaranteed pay provisions are then suspended, until the reason for layoff has ceased to exist.

4.22. Payment for Travel Time.

4.22.1. When travel outside of the employee's normal work hours is unavoidable and falls on weekends, holidays, or regularly scheduled days off, employees are to be paid at consolidated rates, or given compensatory time off for travel of up to 7.5 hours in 1 day.

4.22.2. When calculating travel time, the travel voucher times will be used to determine pay or compensatory time off.

4.23. Advance Pay. At the discretion of the servicing civilian personnel officer, employees experiencing financial distress may be granted pay for hours worked since last pay period, not to exceed the hours worked at the time payment is made.

Chapter 5

LEAVE ADMINISTRATION

5.1. Explanation of Terms.

5.1.1. Leave Year.

5.1.1.1. For employees paid from appropriated funds the leave year is the period from the beginning of the first complete pay period in January of a year to the beginning of the first complete pay period in January of the following year.

5.1.1.2. For employees paid from nonappropriated funds the leave year is the period from the beginning of the first complete pay period in November of a year to the beginning of the first complete pay period in November of the following year.

5.2. Annual Leave. Annual leave must be administered on a uniform and equitable basis and in accordance with Norwegian law. In granting leave, consideration will be given to the needs of the activity and the employee. Employees are permitted to use accrued annual leave from the date of appointment. Although provision exists for unused annual leave to be carried over into the next leave year in some circumstances (paragraph 5.2.9.), supervisors are to make every effort to ensure employees are scheduled for leave and so far as possible use their full entitlement each leave year.

5.2.1. Entitlement. All employees are entitled to 25 days of annual leave per year, with the exception of those over the age of 60 who are entitled to 30 days of annual leave per year. The CPF will determine the annual entitlement and record it on the appointment document, expressed in work hours, rounded up to the next half hour. Leave is earned for hours worked or excused duty in a pay status within the basic workweek. Employees whose contract is for less than the basic workweek will be given credit for hours worked in excess of contracted hours, provided these are within the basic workweek.

5.2.1.1. Employees Working a Full Basic Workweek on Other Than 5 Days. These employees will be credited with the same number of hours leave as their counterparts working a 5 day week. The number of days leave will be the total hours credited divided by the length of their workday.

5.2.1.2. Employees Working Less Than the Basic Workweek. These employees will be credited hours of leave in the same proportion as that of their weekly work hours to the basic workweek. The number of days leave will be the same as for employees working the full basic workweek on the same number of workdays.

5.2.2. Leave Records. Annual leave is credited to an employee's leave record at the end of each complete pay period. Official leave records are maintained in hourly units. Fractions of an hour are used in maintaining the records. Leave is normally charged in 1-hour increments, but this may be reduced to quarter hour increments where necessary.

5.2.3. Changes in Accrual Rate. Changes in rate of accrual (i.e., when employees turn 60) are effective at the beginning of the first pay period following completion of qualifying service. The CPF will prepare AF Form 2545 to record the change.

5.2.4. Advancement of Annual Leave. Annual leave may be advanced to employees in any amount not to exceed the amount that could be earned during the balance of current leave year. Annual leave

will not be advanced when it is known that the employee's service will be terminated before the employee has been employed for a sufficient period of time to earn the advanced leave. When an employee is separated, except in case of death, disability, or disability retirement, any advanced leave which has been taken in excess of leave accrued up to the effective date of separation, will be deducted from final payment.

5.2.5. Scheduling Annual Leave. In order to allow employees their annual leave with minimum disruption to operations, leave schedules should be established by supervisors early in the leave year.

5.2.5.1. Generally, employees must be allowed 15 work days (20 workdays for employees 60 years and above) of their annual vacation during the holiday season (1 June through 30 September). (§7, Holiday Act of 29 April 1988, no 21).

5.2.5.2. Leave will be scheduled so as to provide each employee with a vacation period consisting of not less than 3 consecutive workweeks in a leave year, provided the employees have sufficient annual leave to their credit, or are advanced leave according to the provisions of paragraph 5.2.5.

5.2.5.3. Annual leave may also be granted for personal or emergency purposes at any time.

5.2.6. Substitution of Leave. When satisfactory evidence is produced to show that an employee became ill while on annual leave, sick leave may be substituted when the employee presents a doctor certificate.

5.2.7. Advance of Pay. Under conditions outlined in paragraph 4.17., an employee may request and will be granted advance of pay for annual leave periods of 1 workweek or more when the leave has already been accrued.

5.2.8. Maximum Accumulation. Unused annual leave not exceeding 12 workdays may be carried forward to the next leave year. Annual leave exceeding 12 workdays at the end of the leave year will be compensated at basic rate. Exceptions to this policy are:

5.2.8.1. When an activity is closing or relocating, and a need exists for employees to work until the phase-out, or when an employee is denied leave because of an unusual workload, the limit to the amount of annual leave which may be carried over into the new leave year is 12 workdays. Prior approval in writing is to be obtained from the commander with delegated authority for personnel administration. Employee's consensus is required in order to carry over leave. Any leave approved for carry-over in excess of normal entitlement is to be used within a single leave year and is not to be carried over into the next succeeding leave year.

5.2.8.2. Employees whose contracted hours are less than the basic workweek will have their carry-over entitlement based on contracted hours. Any leave earned in excess of this amount must be used during the current leave year. Exceptions may be permitted where the excess leave was earned after the period covered by the most recent leave statement provided the employee; however, the exception will not increase the employee's carry-over entitlement.

5.2.8.3. Employees whose employment conditions are changed causing a reduction in annual leave entitlement may continue to carry over leave up to the amount previously authorized. Should the employee's accumulated leave at the end of any subsequent leave year be less than this amount the carry-over entitlement is reduced accordingly for future years. The final maximum will not be less than that authorized for the employee's current employment conditions.

5.2.9. Lump Sum Payment for Annual Leave. At time of separation, lump sum payment will be made for unused annual leave remaining to the employee's credit. In instances where employees are being moved between separately funded nonappropriated fund (NAF) positions, the leave will be re-credited in connection with the move, and an amount sufficient to cover the employee's leave balance at the time of this movement will be transferred from the losing to the gaining fund.

5.3. Sick Leave. Sick leave in pay status is granted to regular and indefinite employees when they have been employed for more than 14 days. To qualify for sick leave in pay status, the employee must provide a medical certificate or issue "Own Notice of Sick Leave."

5.3.1. Sick Leave may be granted for the following reasons:

5.3.1.1. Incapacity for performance of duty by sickness or injury.

5.3.1.2. Reasons listed in the National Insurance Act section 8.4 paragraph 2.

5.3.2. Own Notice. To be eligible to issue "Own Notice" the employee must have been employed for a minimum of 2 months. In the course of a 12-month period the employee can give own notice of sickness four times, covering up to 3 calendar days at a time. If the employee is sick on the fourth calendar day (or first working day following the expiry of the 3-day period) the employee must provide a medical certificate. If the employee fails to do so, the employee loses the right to sick leave for the 3-day period (*National Insurance Act Section 8-24*). The fifth own notice in the course of a 12-month period, not including notices which have been documented by a medical certificate from the fourth day, will not be accepted, and the employee must provide a medical certificate or the absence will be considered unauthorized absence.

5.3.3. Leave to Look after Sick Children. Employees who are parents or foster parents, who have dependent children are entitled to leave of absence in pay status when necessary to attend a sick child. The right to leave of absence in pay status, applies up to and includes the calendar year of the child's twelfth birthday. If the child is chronically ill or handicapped and the illness or handicap entails a markedly greater risk of the parents' being absent from work, the right to leave of absence in pay status applies up to and including the calendar year of the child's sixteenth birthday.

5.3.3.1. The employee is similarly entitled to leave of absence in pay status, when necessary to attend a child under 12 years of age, respectively 16 years of age, if the person responsible for the daily supervision of the child is ill (mother/father/day mother/baby sitter).

5.3.3.2. Leave of absence, in pay status, is limited to a total of 10 days per calendar year per employee, but to 15 days if the employee has more than two children in his/her care. Employees who are responsible for the care of chronically ill or handicapped children are entitled to 20 days leave of absence, in pay status, per calendar year.

5.3.3.3. Employees who have sole responsibility for the care of children are entitled to leave of absence as stated above up to 20 days per calendar year, and up to 30 days if the employee has more than two children in his/her care, and up to 40 days if the employee has the sole responsibility for chronically ill or handicapped children. (§33A, Worker Protection and Working Environment Act of 1977, National Insurance Act section 9-6)

5.3.3.4. Employees must document their absence with an "Own Notice of Sick Leave" or an OPM Form 71 **Request for Leave or Approved Absence**. The "Own Notice of Sick Leave" can be used, covering up to 3 calendar days at a time. If the employee is absent on the fourth calendar day

(or first working day following the expiration of the 3-day period), the employee must provide a medical certificate. (National Insurance Act section 9-6).

5.3.4. Medical appointments. Time required for medical, dental, or optical examination and/or treatment should be scheduled, if possible, outside working hours. If such appointments can not be scheduled outside working hours, the employee may be excused without charge to leave or any kind of loss of basic pay.

5.3.5. Procedures:

5.3.5.1. Employees absent because of sickness are responsible for ensuring their supervisor is informed as soon as possible on the first day of absence.

5.3.5.2. Upon receiving such notification, supervisors are to complete USAFE Form 285, Section I.

5.3.5.3. Should the absence extend beyond 4 days, employees are responsible for obtaining a doctor's certificate. This is to be sent to the payroll office through the employee's supervisor.

5.3.5.4. When they return to work, employees are to complete USAFE Form 285, Section II, in the presence of their supervisor. Employees are not required to state details of their illness.

5.3.5.5. Following completion of Section II, supervisors are to complete Section III. The form will then normally be forwarded to the payroll office for retention. In the event of abuse of sick leave, the supervisor will first discuss the situation with the servicing civilian personnel representative before deciding on the appropriate action to be taken.

5.3.5.6. Since the completed USAFE Form 285 contains personal data it is to be regarded as strictly confidential and the contents disclosed only to authorized officials.

5.3.6. Payment for Sick Leave and for Leave to Look After Sick Children. Employees on approved sick leave and leave to look after sick children receive their normal pay (see paragraph 4.18.). The period in which the normal salary is paid is limited in accordance with the limitation under the *National Insurance Act* of sick pay.

5.3.7. Abuse of Sick Leave:

5.3.7.1. Failure to notify the supervisor as soon as possible on the first day of sick absence, without good reason, may result in the employee being reported as absent without leave or on leave without pay, depending on the circumstances. In either case, pay would be withheld and disciplinary action might also be taken.

5.3.7.2. When the frequency and pattern of sick leave absence give reason to believe the privilege is being abused, supervisors are to interview employees concerned and give them the opportunity to explain the circumstances. Should the explanation not be satisfactory, or if no subsequent improvement be noted, the supervisor should consult with the servicing civilian personnel representative before taking further action.

5.3.7.3. Employees may be denied pay by placing them in leave without pay or absent without leave status, and disciplinary action, including separation for cause, may be taken in extreme circumstances for failing to provide medical certificates in support of extended illness for providing deliberately misleading or false information.

5.3.8. Separation During Sickness. Employees may be separated while absent because of sickness under the provisions of paragraph 9.8.

5.4. Maternity Leave.

5.4.1. Details concerning maternity leave are laid down in the *National Insurance Act of 1997*, Chapter 14.

5.4.2. The law requires that the employee has spent 6 months in paid employment during the 10 months immediately prior to confinement.

5.4.3. The employee has the right to maternity leave with full pay for 42 weeks or for 52 weeks with 80% pay. The right to full pay is extended with 5 weeks (7 weeks with 80% pay) for each child born at the same birth. Nine weeks must be taken by the mother. The mother is entitled to start her maternity leave 12 weeks prior to confinement and must start the maternity leave not later than 3 weeks prior to the date of confinement. Six weeks of the maternity leave must be taken immediately after the birth. Of the remaining 33 weeks, 4 weeks must be taken by the father, and the remaining period can be divided by the parents. If the father is to use parts of the remaining period, the mother must return to work, be in leave status or unable to take care of the child. In addition the father can take up to two weeks leave without pay at the time of birth in accordance with the Working Environment Act, paragraph 31-2. These two weeks leave must be used to take care of minors at home or to take care of mother and child after the birth.

5.4.4. In cases where the mother dies or is too sick to take care of the child the father has the right to maternity leave with pay for the remaining period.

5.4.5. Employees who adopt children under the age of 15 have the right to maternity leave with pay for 39 weeks (49 weeks with 80% pay).

5.4.6. If the mother is working in a hazardous environment and it is impossible to find other suitable alternative work, a "pregnancy leave" will be granted and compensated by the National Insurance.

5.4.7. The National Insurance Act also opens for other flexible ways of using Maternity Leave, among them "Tidskonto". For further details contact the local NIO.

5.4.8. In order to exercise the right to take maternity leave, the employee must notify her supervisor, in writing, as soon as possible, and at least 1 week before the leave begins if the leave exceeds 2 weeks and at least 4 weeks before the leave begins if the leave exceeds 12 weeks, of the fact that she is pregnant, the expected date of confinement and the date on which she intends her maternity leave to commence.

5.4.9. According to §65, Worker Protection and Working Environment Act of 4 Feb 1977, employees will not be dismissed because of pregnancy or for any reason connected with the pregnancy. Should employees become incapable of adequately performing their job due to reasons connected with their pregnancy they will be offered, in writing, suitable alternative work.

5.4.10. The total period of paid absence counts as a period of service for statutory purposes such as length of notice required for separation, redundancy pay computation or step increase. Under no circumstances is the period of maternity leave deemed to be a break in service, and there is no requirement for a further qualifying period of service before granting further periods of maternity leave.

5.4.11. Parents may take 1 year of unpaid leave when the paid leave expires. For details contact the nearest NIO.

5.4.12. Employees/Supervisors are encouraged to consult the nearest NIO for more details regarding maternity leave.

5.5. Military Leave.

5.5.1. Regular and indefinite full-time and part-time employees will be granted leave with pay, without charge to annual leave or accumulated compensatory pay up to 15 working days per calendar year. Upon receipt of military duty orders the employee must notify supervisor immediately.

5.5.2. Employees who are members of the Military Reserve Forces and are called-up to full-time service are to be provided the full protection of the Reserve Forces (§65A, Worker Protection and Working Environment Act of 4 Feb 1977). This protection includes reservists that volunteer for military duty in response to Norwegian Ministry of Defense appeals.

5.5.2.1. The employee will be placed in a military leave with pay status.

5.5.2.2. Continuous service prior to, during, and after the period of full-time military service, will be considered continuous employment.

5.5.2.3. Periods of absence will be creditable service for purpose of within grade increases, pensionable service, and annual leave.

5.5.2.4. Employees on military leave will not be exempt from RIF.

5.5.2.5. Employee's written notification of intention to return to work should be submitted to the employer as soon as practically possible.

5.6. Special Leave. Special Leave may be administratively granted to regular and indefinite employees in the following circumstances:

5.6.1. Death of Family Member. Up to three workdays, in a pay status, in the event of the death of an immediate relative, such as spouse, child, mother, father, and one workday for in-laws, brother or sister. An additional day may be granted at the discretion of the leave-approving official in the event of extended travel requirements, involvement in the funeral arrangement, or similar justification.

5.6.2. Blood Donation. Donation of blood to a blood bank or to needy individuals should not normally exceed four hours, in a pay status.

5.6.3. Public Duties. Employees shall be entitled to leave of absence in nonpay status to such extent as is necessary in order to comply with statutory requirements to attend to public duties (§33C, Worker Protection and Working Environment Act of 4 Feb 1977).

5.6.4. Employees shall be entitled to leave of absence up to 20 days in nonpay status in order to care for a close family member who is terminally ill (dying). (§33B, Worker Protection and Working Environment Act of 4 Feb 1977).

5.6.5. Guidance from the CPF is to be sought in all situations where denial of time off is being considered.

5.7. Leave Balance on Change in Type of Employment. When employees are changed to intermittent employment, lump sum payment is to be made for unused annual leave. Should such employees subsequently be changed back to full-time (or part-time) employment within 90 days after change to intermittent status, the balance of such leave is to be recredited to their account.

5.8. Leave Records. Leave records for employees are maintained by the payroll office. Payroll offices will keep employees informed of their leave balance, normally on the pay statement provided the employees, but not less than at the end of each quarter leave year.

5.9. Leave Without Pay.

5.9.1. Leave without pay is an approved temporary absence from duty in a nonpay status. It cannot be imposed except to cover unauthorized periods of absence. Authorization of leave without pay is a matter for administrative discretion. It should normally be granted only where there is a reasonable expectation that the employee will return to duty at the end of the approved period.

5.9.2. Leave without pay up to a maximum of 1 week may be granted even though an employee has accrued annual leave to his or her credit. It will only be authorized for periods in excess of 6 months in exceptional circumstances. Normally, it will only be approved following the use of all accrued annual leave.

5.9.3. When leave without pay is approved for periods in excess of 2 weeks, activities are to forward a personnel action request (SF 52, or AF 2548) to the servicing CPF to place the employee on leave, and another request to return the employee to duty.

5.9.4. Periods of leave without pay in excess of 2 weeks are not counted as creditable service for within grade increases, annual or leave accrual, or reduction in force purposes.

5.10. Absence Without Leave. Absence without leave is a non-pay status resulting from management determination that it will not grant any type of leave (including leave without pay) for a period of absence for which the employee did not obtain advance authorization or for which the employee's request for leave on the basis of claimed sickness has been denied. Absence without leave is normally the basis for disciplinary action.

Chapter 6

HOURS OF WORK AND HOLIDAYS

Section 6A—Hours of Work

6.1. Administrative Workweek. The administrative workweek consists of 7 consecutive calendar days and is used as a unit in computing pay. It consists of the regularly scheduled workweek and the regular days off. The regular days off are known as the employee's rest days. Generally the administrative workweek is identical to the calendar week, beginning on Sunday and ending on the following Saturday.

6.2. Tour of Duty. The tour may be established as any of the 7 days in the administrative workweek. Weekly hours will not be spread over more than 6 days, and daily hours will not be spread over more than 12 hours. Employees are to be advised of their tour of duty at the time of initial appointment. The normal tour of duty is scheduled on 5 days, Monday through Friday; however, when this cannot be followed, employees are to be given 2 consecutive rest days whenever possible.

6.2.1. In those instances where employees have been hired and/or subsequently employed on a fixed tour of duty, any significant change to that tour constitutes a change in conditions of service. This requires a personnel action be processed and placed in the employee's official personnel folder. The proposed change should first be discussed with the employee concerned, and agreement sought on an effective date. Should the employee not be agreeable to the change, the supervisor should then consider alternative courses of action before proceeding further. Any formal offer of revised conditions of service should be made in writing, and the employee's acceptance or declination recorded. Any decision to separate an employee who declines the offer should only be taken after all alternatives have been fully explored, and only if the action is based on sound management reasons.

6.2.2. Employees who have been hired for a variable tour of duty, recorded on their appointment document with the words "as rostered" or similar expression, or who have been working for a significant period of time, may continue to be employed on a variable tour. In these instances, work schedules are to be prominently displayed at or near the place of work. They are to cover at least one pay period and identify employees by name, denote their actual hours and days of work, rest days, and any requirement for overtime or holiday work. Frequent changes to tours of duty are to be avoided, but employees are expected to respond to emergency situations and to fill in for other employees' absences for reasons such as sickness, annual leave, or for temporarily vacant positions. Arbitrary or capricious changes are to be avoided, and any significant change (such as from day shift to night shift, or from weekday to weekend work) should be handled according to the guidance given in paragraph **6.2.1**.

6.2.3. Any change in scheduled hours or days of work, other than routine changes which employees have customarily accepted, is subject to prior coordination with the civilian personnel officer, or his or her designated representative, to ensure the propriety of the action. Such coordination should be initiated in the early planning stages before irrevocable management decisions or commitments have been made.

6.3. Basic Workweek. The basic workweek is 37.5 hours for all categories employees. When staff employees are first-line supervisors of employees in other pay categories, including US citizen employees, they may be employed on the same basic workweek as those supervised, provided those employees are in fact required to work the full basic workweek.

6.4. Overtime. Overtime work is defined as work in excess of the basic workweek or work in excess of the regularly scheduled workday. According to §49, Worker Protection and Working Environment Act of 4 Feb 1977, overtime can only be used in the following special cases: When unforeseen events or the absence of employees disturb or threaten to disturb normal operations; when overtime work is necessary to prevent damage to the plant, machinery, raw materials or products; when there is an unforeseen volume of work; or when there is an especially heavy workload owing to a lack of specially qualified manpower, seasonal fluctuations, etc. The workday will not be less than 7 1/2 hours for staff, even though the employee may not be in pay status for the full basic workweek. Overtime work must be ordered in advance and approved in writing by a competent authority before being performed, except in cases of emergency when administrative approval may follow performance. The performance of overtime work without compensation is not authorized. Employees are expected to work overtime when requested; however, no penalty can be imposed for refusal unless a requirement to perform regularly scheduled overtime work was included in the individual contract of employment or subsequent amendment thereto. Premium rates for overtime work are in paragraph 4.19.

6.4.1. The employer is free to use overtime work up to 2.5 hours a week (i.e., a total workweek of 40 hours).

6.4.2. Overtime exceeding 40 hours total workweek is regulated by law. Maximum total work hours plus overtime hours per day is 14 hours; maximum overtime hours per week is 10 hours (not including the 2.5 hours as described in paragraph 6.4.1.); maximum overtime hours per consecutive 4 week period is 25 hours (not including the 10 hours as described in paragraph 6.4.1. calculated at 2.5 hours/week for 4 weeks); maximum overtime hours per year is 200 hours (not including the 120 hours as described in paragraph 6.4.1. calculated at 2.5 hours/week for 48 weeks).

6.4.3. Supervisors and other who hold special positions of responsibility are excluded from this protection. They are still protected under the law as to refusal to work overtime.

6.5. Call-back Work. In the event employees are called back after having completed their regularly scheduled work shift, or are called in to work on a day when work was not scheduled, they will receive 2 hours of straight time pay (whether or not work is performed) plus the appropriate straight time rate or premium rate for the time actually worked. Payment of 2 hours of straight time pay is also authorized when employees are scheduled, at the close of business on the last day of their workweek, to work Saturday, Sunday or a regular day off and are subsequently directed not to report to work.

6.6. Sunday or Rest-day Work. Employees performing approved work on Sunday outside their regularly scheduled workweek will be compensated at Sunday premium rates of pay or by compensatory time off for all work performed between 0001 and 2400. Employees who regularly work on Sunday, as part of their regularly scheduled workweek, will be paid at straight time rates for all time worked, but Sunday rates will be applied to any work performed on their regularly scheduled day of rest instead of Sunday. For this purpose, the first rest day in the week will be considered as a day off instead of Sunday. For premium rates, see paragraph 4.19.

6.7. Holiday Work. Employees performing approved work on a public holiday will be compensated at holiday rates of pay for the time worked. All hours in a shift that begin on a holiday, but end on the following day, are considered part of the holiday for pay purposes. Employees are expected to work on holidays when requested; however, no penalty can be imposed for refusal unless a requirement to work on

holidays was included in the individual contract of employment or subsequent amendment thereto. For premium rates, see paragraph 4.19.

6.8. Compensatory Time. Compensatory time off, on the basis of 1 hour off for each hour worked, may be granted at management option in lieu of overtime worked Monday through Friday.

6.8.1. Maximum Accumulation. The maximum number of hours an employee can accumulate is 80 hours.

6.8.2. Taking Compensatory Time. Compensatory time should normally be taken within the same pay period, but may be taken within 16 calendar weeks following the week in which it was earned, otherwise it will be forfeited. Compensatory time must be taken before annual leave.

6.8.3. Premium pay supplements themselves may not be compensated by time off.

6.9. Meal Breaks.

6.9.1. No employee will be permitted to work more than 5.5 hours at a time without a meal break.

6.9.2. Meal breaks will be indicated on the work schedule.

6.9.3. Meal breaks will be scheduled for not less than 30 minutes or more than 1 hour.

6.9.4. Meal breaks will not be considered as work time.

6.9.5. Normally the break will be allowed at the customary time for the meal.

6.9.6. In those instances where employees are required to remain at their work position and cannot be relieved for meals, a period of 30 minutes may be authorized for an on-the-job meal period. Such meals are considered time worked, and will be authorized only when it is not reasonably practical or economical to provide a normal meal break.

Section 6B—Holidays

6.10. Entitlement. Employees are entitled to paid holidays as indicated below.

6.11. Public Holidays. The following days in **Table 6.1.** are observed as public holidays. Additional days proclaimed by either the United States or Norwegian government will be observed according to instructions to be issued at the time of the announcement.

Table 6.1. Public Holidays.

Holiday	Date	Working Hours
New Years Day	1 January	
Wednesday before Holy Thursday	Date varies	08.00 - 12.00
Holy Thursday	Date varies	
Good Friday	Date varies	
Easter Monday	Date varies	
Norwegian Labor Day	1 May	
Ascension/Kristihimmelfartsdag	Date varies	
Constitution Day	17 May	
Whit Monday	Date varies	
Christmas Eve	24 December	
Christmas Day	25 December	
Second Christmas Day	26 December	
New Years Eve	31 December	08.00 - 12.00

6.12. Holidays Falling on Workdays. When a Norwegian holiday falls on a regularly scheduled workday, employees will be given time off with no loss in pay. Employees required to work on the holiday will be paid at holiday premium rates.

6.13. US Legal Holidays. US legal holidays which fall within the regular workweek and which do not coincide with Norwegian holidays are normal workdays. Every effort will be made to fully utilize employees on such days with duties consistent with their normal duties.

6.14. Holidays Falling Within Periods of Paid Leave. Holidays falling within periods of absence on paid annual or sick leave will be recognized as a paid holiday and not charged to leave.

Chapter 7

PERFORMANCE APPRAISAL

7.1. Performance Appraisals. Performance evaluations and appraisals are part of the day-to-day responsibilities of supervisors. Employees are to be informed of the degree of acceptability of their work performance and conduct, and afforded a reasonable opportunity to improve less than satisfactory performance when appropriate. Supervisors will:

- 7.1.1. Establish requirements for satisfactory work performance and conduct.
- 7.1.2. Inform employees of their duties and of the quality, quantity, and manner of work.
- 7.1.3. Continually evaluate employee performance and discuss with employees desired and actual work performance.
- 7.1.4. Promptly notify employees in writing of work performance or conduct considered less than satisfactory and provide prompt written advice on how to improve; accord a reasonable time (usually 90 days) to improve; and take action to withhold step increase, reassign, demote, or separate employees who demonstrate inability or unwillingness to improve.
- 7.1.5. Make notes of discussions with employees concerning exceptional or unsatisfactory work performance or conduct, and file them with the supervisor's records of the employees. Notes of actions taken are also to be made on AF Form 971. The employee's signature should be sought to acknowledge the discussion and entry on the AF Form 971.

7.2. Annual Evaluations. Supervisors complete an annual evaluation at the same time on all employees, both regular and flexible, at a date to be determined by the installation commander. They are due in the CPF not later than (NLT) 30 days after the close-out period. Employees with less than 90 days of employment are not evaluated until at least 90 days is completed. If the employee's supervisor leaves within 90 days of the close-out period, he or she completes the evaluation prior to departure. If the employee's supervisor leaves prior to 90 days of the close-out period, the gaining supervisor completes an evaluation after 90 days of supervision. Evaluations are completed on AF Form 3527, **NAF Employee Performance Evaluation**. Completed evaluations will be filed in employees Official Personnel Folder.

7.3. Trial Period Appraisals. Evaluation of work performance and conduct will be carried out throughout any trial period according to this Chapter. However, under these circumstances, action to reassign or separate an employee based on inability or unwillingness to improve may be initiated following any shorter warning period considered appropriate in the circumstances by the civilian personnel officer. Supervisors are to make a formal written appraisal of employees before the end of the trial period. This should be done in sufficient time to allow separation action to be completed before the last day of the trial period, should this action become necessary (paragraph 9.7.).

Chapter 8

CONDUCT AND DISCIPLINE

8.1. Standards of Conduct. Employees are expected to conform to the principles and intent of DoD Manual 5500.7-R, *Joint Ethics Regulations (JER)*. They are to:

- 8.1.1. Report promptly for work in a condition that will permit the proper performance of assigned duties and adhere to work schedules established by the supervisor.
- 8.1.2. Give ready response to directions and instructions received from the supervisor.
- 8.1.3. Render full, efficient, and industrious service in the performance of assigned duties.
- 8.1.4. Exercise courtesy and tact in dealing with coworkers, customers, and visitors.
- 8.1.5. Safeguard information that is for official use only by not disclosing or discussing any knowledge acquired as a result of employment.
- 8.1.6. Not remove official documents or records for personal reasons.
- 8.1.7. Use and maintain property, equipment, and materials of the US Forces economically and appropriately.
- 8.1.8. Refrain from the use of illegal drugs and the use of alcohol to excess, and from gambling on duty.
- 8.1.9. Observe safety regulations.
- 8.1.10. Comply with established rules governing notification and justification of absences.
- 8.1.11. Promptly inform the employer of changes in address.
- 8.1.12. Refrain from:
 - 8.1.12.1. Engaging in any private business or professional activity which will result in a conflict between his or her private interests and those of the USAF, or which involves the use of information gained through his or her official position, to further a private interest.
 - 8.1.12.2. Soliciting, accepting, or agreeing to accept anything of value in return for performing or failing to perform an official act.
 - 8.1.12.3. Canvassing, soliciting, or peddling on installation premises unless in conjunction with authorized activities.
 - 8.1.12.4. Making a gift or present to any superior official; if in a superior position, refrain from accepting a contribution or present from lower grade or lower paid personnel.
 - 8.1.12.5. Directly or indirectly using, or allowing the use of government facilities and property of any kind for other than officially approved activities.
 - 8.1.12.6. Engaging in outside employment which interferes with or is not compatible with the performance of his or her official duties or may reasonably be expected to bring discredit upon the employer.
 - 8.1.12.7. Giving or lending unauthorized persons command identification cards, permits to ride military vehicles, or other identification documents issued by virtue of one's employment.

8.2. Terms Explained.

8.2.1. Disciplinary Action. An administrative action taken by management to correct an employee's deficiencies in conduct, attitude, habits, or work methods (hereinafter called a disciplinary offense). Included are oral admonishments, reprimands, disciplinary reassignments, and removals. Some disciplinary actions are adverse actions as well (**Chapter 9**, paragraph **9.21.**). When an action is both disciplinary in nature and an adverse action, the concepts and procedures of both apply.

8.2.2. Admonishments. An interview, between supervisor and employee, on the subject of inadequacies in the employee's conduct or performance, or his or her failure to observe a rule, regulation, or administrative instruction.

8.2.3. Reprimand. A formal letter to an employee concerning significant misconduct, inadequate performance, or repeated infractions of a lesser nature.

8.2.4. Reassignment. Employees may be reassigned to another position for disciplinary reasons when their deficiencies make them no longer suitable to fill their current position. Typically, reassignment would be from supervisory to nonsupervisory duties. Reassignment may or may not involve a change to lower grade.

8.2.5. Removal. Separation for cause, effected when improvement of performance or conduct is improbable or the conduct makes the employee unsuitable for continued employment.

8.3. Responsibilities.

8.3.1. Commanders and Operating Officials:

8.3.1.1. Administer in accordance with regulations fair, impartial, uniform, and proper disciplinary programs within their activities.

8.3.1.2. Assure that the rules, regulations, and other conditions of employment to be observed are made known to all civilian employees under their jurisdiction.

8.3.2. Civilian Personnel Officers:

8.3.2.1. Assist commanders, operating officials, and supervisors to assure that all requirements for disciplinary actions are met.

8.3.2.2. Ensure that disciplinary actions comply with applicable laws, regulations, and policy.

8.3.2.3. Coordinate on all notices of proposed action and final decisions.

8.3.3. Supervisors:

8.3.3.1. Maintain an environment, which generates good employee-management relations and efficient production.

8.3.3.2. Keep employees informed of rules, regulations, and standards of conduct, and maintain conduct and discipline within the framework of policy and established procedures.

8.3.3.3. Take all possible steps to prevent situations, which might lead to disciplinary action.

8.3.3.4. Gather, analyze, and carefully consider all facts and circumstances before taking or recommending disciplinary action.

8.3.3.5. Constructively admonish employees individually and in private when circumstances so warrant.

8.3.3.6. Coordinate, sign, and issue notices of proposed and final action; receive and consider replies to proposed actions, and assure that all approvals and coordinations of management officials, CPF, and other staff agencies required by regulation or policy are obtained. Disciplinary actions which are also adverse actions are not normally taken by the first level supervisor (paragraph 9.22.).

8.3.3.7. Defend any disciplinary action taken should the employee contest it.

8.3.4. Employees. Employees must perform their assigned duties conscientiously; respect the administrative authority of those directing their work; and observe the spirit as well as the letter of the laws and regulations governing their conduct. The US Air Force does not interfere in the private lives of its employees. It does require that their conduct, character, and reputation do not reflect adversely on their official position.

8.4. Criminal Offenses Outside Employment. These will not be treated as automatic reasons for dismissal. In the event that an employee is charged with or convicted of a criminal offense, the main consideration will be whether the offense is one that makes the individual unsuitable for his or her type of work, and, if so, whether alternative jobs are available which would be suitable.

8.5. Trade Union Officials. Disciplinary action against a trade union official arising out of the conduct of trade union business can lead to a serious dispute if it is seen as an attack on the union's functions. Although an admonishment may be given, no further action should be taken until the circumstances of the case have been discussed with a senior trade union representative or full-time official. Following such discussion any further action is to be coordinated with HQ USAFE/A1CP.

8.6. Circumstances Necessitating Immediate Action. In circumstances where the employee's behavior is such that immediate action is necessary to remove him or her from duty status, the employee shall be suspended from duty in pay status pending decision on further action to be taken. Suspension in these circumstances would be most appropriate during night shifts or at remote work sites where no one is present with the necessary authority to take disciplinary action.

8.7. Uniformity of Disciplinary Actions.

8.7.1. **Attachment 2** is a guide to disciplinary actions.

8.7.2. In evaluating any disciplinary offense and in selecting an appropriate penalty, careful consideration must be given to cause and effect factors and mitigating circumstances. For example, consider whether the disciplinary offense was accidental or deliberate, provoked or unprovoked, and whether the employee had actual or constructive knowledge of expected standards of performance or conduct. Also consider whether the consequences of the disciplinary offense were of major or minor significance and whether the employee has been previously disciplined for a similar or other disciplinary offense. Consider the work history of the individual and his or her contribution to the activity, reputation in the community, and likelihood of rehabilitation.

8.7.3. Before taking disciplinary action for a second disciplinary offense, it must be determined that disciplinary action was taken for the first disciplinary offense. Likewise, before taking disciplinary

action for a third disciplinary offense, it must be determined that disciplinary action was taken for the first and second disciplinary offenses, respectively. The penalty assigned for a given single offense should not in the absence of exceptional circumstances exceed the penalty specified by [Attachment 2](#). However, a more severe penalty than that shown by the schedules for a single disciplinary offense may be used to treat a combination of disciplinary offenses collectively.

8.7.4. An employee may not be disciplined twice for the same disciplinary offense. However, a Letter of Reprimand or Removal for a second or subsequent disciplinary offense will list previous disciplinary offenses and disciplinary actions which are a matter of record.

8.8. Taking Disciplinary Action.

8.8.1. When the need for disciplinary action arises, the supervisor will promptly gather all facts concerning the incident and will then inform the employee in private of the nature of the complaint, and of his or her right to be accompanied by a representative of his or her choice when a response is made. The supervisor will afford the employee an opportunity to explain, and, if the employee's explanation is acceptable, will close the interview. If the employee's explanation is unacceptable and an admonishment is considered appropriate, the supervisor will explain why and how the deficiency can be corrected or avoided in the future.

8.8.2. An admonishment should be noted on AF Form 971 and provision made for follow-up action. A letter of counseling may be issued and a copy retained by the supervisor for record purposes. The employee is to be notified promptly of any observed improvement.

8.8.3. When a supervisor decides that a case exists for proceeding with more severe disciplinary action, his or her supervisor must then decide on the most appropriate penalty. If a penalty other than a reprimand is selected the procedures described under [Chapter 9](#), Separations and Adverse Actions, apply. When a reprimand is to be given, the supervisor must coordinate with the CPF representative when preparing and delivering the notice of reprimand, giving specific and detailed reasons for the action. The notice will contain the following information:

8.8.3.1. A statement that the notice will be filed in the employee's personnel folder but will be removed and destroyed two years from the date of the reprimand. (Air Force Records Disposition Schedule, Table 36-01, Rule 16)

8.8.3.2. A statement that a future offense could result in a more severe penalty up to and including removal.

8.8.3.3. A statement informing the employee of grievance rights and the name, telephone number, and location of the personnel management representative, who can give further information about how to make an appeal or grievance.

8.8.3.4. A request to indicate receipt by signing and dating a copy of the notice, which will then be retained by the CPF in the employee's official personnel folder.

8.8.3.5. A Letter of Reprimand should be delivered to the employee within five days of the decision to issue the letter.

8.9. Recording Actions.

8.9.1. Copies of reprimands are to be sent to the CPF for retention.

8.9.2. Reprimands and admonishments will be treated as expired two years after they are issued. Once expired, a reprimand or admonishment cannot be considered as prior disciplinary action in relation to any subsequent disciplinary offense and should be ignored when considering the appropriate penalty for that subsequent disciplinary offense.

Chapter 9

SEPARATIONS AND ADVERSE ACTIONS

Section 9A—Separations

9.1. Resignation. Employees with at least six months service who voluntarily terminate their employment are required to give a minimum of one month advance notice (calculated from and with the first day of the month after the month in which the notice is delivered) in writing, on or attached to a personnel action request form (SF 52, or AF 2548). Reasons for resignation should be stated in full. Failure to give the minimum advanced notice may result in refusal to reemploy at a later date. During this notice period, the employee may reconsider the action and, subject to the agreement of both the supervisor and the civilian personnel officer, may withdraw or postpone the resignation any time up to the effective date. An employee may not be denied the right to resign even though another type of separation action is pending. An employee may not be requested to resign. The requirement to give notice of resignation may be waived in part or in whole provided justification is given, the employee can be spared from duty, and normal base clearance procedures are followed.

9.2. Retirement. According to local practice, normal retirement age is 67 for all employees, however employees may choose to work until the age of 70. Notice periods in paragraph 9.11. will be observed.

9.2.1. Employees may be retained beyond legal retirement age on temporary fixed term appointments not to exceed one year. These appointments may be renewed subject to management needs. Certification as to the continuing fitness of the employees may be required in appropriate circumstances, and the employees will be responsible for obtaining such certification at their own expense.

9.2.2. Employees retained on temporary appointments beyond normal retirement age will continue to receive the benefits of regular service such as annual leave, sick leave, and notice of separation, based on total continuous service.

9.2.3. Requests for retention are to be submitted to the servicing personnel office three months before either the employee attains the stated retirement age, or expiration of the previous temporary appointment if already beyond retirement age. Requests are initiated by the employee concerned and are subject to the approval of the supervisor and the civilian personnel officer. In the case of employees who are members of the pension plan, advance approval must be obtained from the pension fund trustees.

9.2.4. Employees who are members of the pension plan and who wish to retire up to five years before normal retirement date must give three months written notice to the Trustees. Full reasons are to be given in support of any request.

9.3. Death. The effective date of separation will be as of close of business on the day of the employee's death. The employee's supervisor is responsible for obtaining a copy of the death certificate to support payment of life insurance.

9.4. Termination of Temporary Appointments. Employees terminated from temporary appointments other than by expiration of appointment will be given advanced notice (but not proposed notice) as required by paragraph 9.11.

9.5. Termination of Intermittent Appointments. Employees terminated from intermittent appointments will be given as much advanced written notice as is possible under the circumstances.

9.6. Separation for Abandonment of Position. Employees may be separated upon determination that the employee has abandoned the position to which assigned. All reasonable efforts to contact the employee will be made, and separation action will not be taken until at least seven calendar days from the date the employee was last on the job. The effective date of separation will be the last day the employee was on the job. Notice of separation will be mailed to the employee's last known address.

9.7. Separation During Trial or Probationary Period. Advanced notice of separation will be given as required by paragraph 9.11. and will contain the information indicated in paragraph 9.17.1. The employee will be given a minimum of three calendar days following receipt of the advanced notice in which to request a review of the action by a higher level official with authority to cancel the action (paragraph 10.12.). Employees will not be separated for reasons of inefficiency without being given prior notice of their deficiencies and afforded a reasonable time to correct such deficiencies. Written evidence of prior notice, receipted by employees, is to be placed in the official personnel folder to avoid any subsequent claim by employees that they were not properly advised.

9.8. Separation During Sickness. Regular and indefinite employees who are on approved sick leave cannot be separated due to absences from work caused by sickness while they are under protection of §64, Worker Protection and Working Environment Act of 4 Feb 1977. Employees with less than five years service may be separated when on sick leave for more than six continuous months. Employees with more than five years service may be separated when on sick leave for more than 12 months. A presupposition for such separations is that the legal requirements to establish valid grounds under §60, Worker Protection and Working Environment Act of 4 Feb 1977, are fulfilled. If the reason for sick leave is related to their employment, the protection period against separation is always at least 12 months (§64, Worker Protection and Working Environment Act of 4 Feb 1977).

9.8.1. Separation-Ill Health. When all sick leave has been used, the employee should be placed in leave without pay status, and discussion with the employee must take place to find out the true medical position, the nature of the incapacity, how long the condition is likely to persist, and likelihood of return to work in the short, medium, or long term. Should it appear necessary to verify the facts, the employee's permission must be obtained before consulting with the individual's doctor and/or arranging a fitness for duty medical examination. Should it be decided the employee will be able to resume normal duties within a period of time suitable to the supervisor, consideration should be given to hiring a temporary employee for the period of absence. Should it appear unlikely the employee will ever be able to resume normal duties, consideration must be given to placing the employee in a suitable vacancy. If no suitable alternative employment is available, the employee may be separated with the appropriate notice (or payment instead). Generally, employees separated under these circumstances will be given priority consideration for employment when they become fit for duty.

9.8.2. Separation-Disability. In those instances where an employee claims to be unfit for the work (typically heavy work) that the individual was hired to perform, a medical certificate should be produced to support the statement. Discussion should take place with the employee to find out whether the person would be capable of performing any other jobs currently vacant at the installation. Subject to the employee's consent, the employer should seek verification in the form of a report from the employee's medical practitioner in relation to the seriousness of the illness, how long it will last, and

types of jobs the employee could perform. Should it be agreed by both the doctor and the employer that a specific job could be performed, the employee should be offered the job. Should there be no vacancy at that time, the individual should be separated with the appropriate notice (or payment instead) and advised to notify the civilian personnel office when becoming fit for employment. The individual will then be considered when a suitable vacancy arises. Should the disability be serious, eligible members of the pension plan should be considered for early retirement based on disability. The protection period in paragraph 9.8. applies.

9.8.3. **Permission for Access to Medical Records.** Requests for permission for access to medical records must be in writing and include a statement advising employees that their consent is voluntary and that no adverse action will be taken if the employee chooses not to give the employer any access.

9.9. Pregnancy. An employee will not be separated for pregnancy. Employee is protected against separation based on the sole fact that she is pregnant. (§65, Worker Protection and Working Environment Act of 4 Feb 1977).

9.10. Summary Dismissal. Employees separated for major misconduct may be dismissed without advanced notice, but only following coordination with the CPF. Typical situations which may justify summary dismissal are shown in **Table A2.1**. When requested by the employee a written detailed explanation of the reasons for summary dismissal will be issued not later than 14 days following the request. The detailed explanation will be issued by the installation commander.

9.11. Involuntary Separation Notice Periods.

9.11.1. Employees will be given advanced notice of separation unless the reasons justify summary dismissal. The notice starts on the first day of the next month unlike separation of trial employees which starts when the employee receives the notice, or it is reasonable to believe that notice has reached the employee. The minimum notice periods are:

9.11.1.1. 2 weeks if on trial period.

9.11.1.2. 1 month if continuous service is at least one month but less than five years.

9.11.1.3. 2 months if continuous service is five years but less than ten years.

9.11.1.4. 3 months if continuous service is ten years or more

9.11.1.5. 4 months if continuous service is ten years or more and the employee is between 50-55 years old.

9.11.1.6. 5 months if continuous service is ten years or more and the employee is between 55-60 years old.

9.11.1.7. 6 months if continuous service is ten years or more and the employee is above 60 years old.

9.11.2. In the event of separation under reduction-in-force procedures, employees who have completed their initial trial or probationary period of six months, but have less than 5 years service, will be given not less than one month notice. Employees with five or more years of service will be given the notice required by paragraph 9.11.1.

9.11.3. After notice has been given, employees may waive their right to all or part of the notice period provided this is in the form of a signed statement and is retained in the employee's official personnel folder.

9.11.4. The civilian personnel officer may authorize pay in lieu of notice only in circumstances where retention of the employee in a duty status is not in the best interest of the US Air Force.

9.11.5. When an involuntary separation action requires a notice of proposed action (paragraph 9.17.2.), the notice period will commence from the day following the date the notice of final decision (paragraph 9.17.3.) is received by the employee.

9.12. Reduction in Force (RIF).

9.12.1. General Provisions. Management decides what positions are necessary, what positions to abolish or change, and how large a reduction to make. Before initiating RIF action, approval is to be obtained (paragraph 9.15.), and notification given (paragraph 9.16.).

9.12.2. The minimum notice periods for separation under RIF are in paragraph 9.11.1.

9.12.3. Temporary and intermittent employees are not subject to separation under RIF procedures, and other reasons are used (termination due to shortage of funds, no further work available, etc.); they may be displaced by regular employees who are qualified for the position.

9.12.4. Employees from different employment groups, i.e., appropriated funds/nonappropriated funds, will not compete with one another for retention. Employees paid from nonappropriated funds will not compete with US employees paid from same sources.

9.12.5. Selection of employees to be released will be made from among those occupying positions at and below the grade levels of the positions to be canceled. A retention register will be prepared and will be based on:

9.12.5.1. Competitive Area. The competitive area will be the installation at which the RIF action is initiated. Employees paid from nonappropriated funds will be in a separate competitive area from those paid from appropriated funds.

9.12.5.2. Competitive Level. A grouping of all positions in a specific competitive area. These positions will be so similar in duties, qualification requirements, and grade and employee categories (full or part-time) that interchange is feasible without change in terms of appointment, without the need for significant training, or without undue interruption of the work program.

9.12.5.3. Length of Service. Employees with the most recent service computation date will be reached first. Creditable service will include prior regular service, inside or outside Norway, with a break of 90 days or less in positions with agencies or instrumentalities of the US Government. This break may be extended up to 1 year in the event prior service was terminated under RIF procedures.

9.12.6. Preference in retention will be based on length of service. **EXCEPTION:** Employees having statutory retention rights (reinstatement following military service or preservation of the minimum legal percentage of registered disabled employees) or where departure from this principle is justified in writing by the next higher level official, and approved by the civilian personnel officer.

9.12.7. Employees reached for RIF have retreat rights to any position within the competitive area from which they had been promoted, or for which they meet the qualification standards. They will be

considered for any vacancies in the commuting area for which they are qualified. If no immediate vacancy exists, they will be placed on the reemployment priority list for the commuting area for 1 year.

9.12.8. An employee reached for RIF will be notified in writing according to paragraph 9.17. Appeal rights and procedures are described in **Chapter 10**.

9.12.9. Alternative Employment Under RIF. Employees otherwise entitled to redundancy payment, who accept an offer of alternative employment instead of separation under RIF procedures, do not immediately lose their right to redundancy pay. They are entitled to an informal trial period of 4 weeks (or longer if agreed for the purpose of re-training the employee) to enable them to decide whether or not it is suitable. If they decide not to continue, or the employer terminates the employment during the agreed trial period for a reason arising out of or connected with the change of job, rights to redundancy pay are not lost, provided the employee has not unreasonably ended a suitable job. Any agreement to extend the trial period beyond 4 weeks shall be in writing and shall specify the date of the end of the trial period and the terms and conditions of service which will then apply.

9.12.10. If an employer is faced with RIF and asks for volunteers, an employee who volunteers and is selected for separation does not lose entitlements to redundancy pay.

9.13. Placement Assistance.

9.13.1. All possible assistance will be given to employees separated under RIF action in obtaining further employment. Apart from placing on the reemployment priority list for one year, positive efforts made are to include contacting other US Government agencies in the area, investigating the employment possibilities with industry, inviting Department of Employment officials to visit the base to discuss job opportunities with employees in the event of a major RIF, and any other appropriate steps that may assist individuals to locate employment.

9.13.2. Employees with 2 or more years of continuous service who are being separated under RIF are entitled to reasonable time off with pay to seek new employment or to arrange for training for future employment.

9.14. Redundancy Pay. Employees whose positions are abolished or significantly changed and who cannot be offered suitable alternative work, may be entitled to redundancy payment.

9.15. Reduction-in-Force Approval. Prior approval for RIF involving one or more local national employees is to be obtained from HQ USAFE/A1CP in compliance with EUCOM Directive 30-6, Appendix D.

9.16. Reduction-in-Force Notification.

9.16.1. The CPF is responsible for providing advance notification in writing to the regional office of the Department of Employment at least 90 days before any dismissals involving 100 or more employees at one establishment within a 90-day period, or at least 30 days before any dismissals involving 10 or more employees at one establishment within a 30-day period. A copy of the notice is to be given to the representative of any independent trade union recognized as representing the affected group of employees.

9.16.2. In those instances, where an independent trade union has been recognized as representing the employee group affected, even though such recognition is limited to consultation with local management only, and even though the affected employees may not be members of the relevant union, consultation is required with the union for each proposed dismissal based on redundancy. Advance notice of proposed redundancy is given to the union according to paragraph 9.16.1., unless less than ten employees are affected, in which case the maximum notice possible is to be given. Union representatives are to be informed in writing of:

9.16.2.1. The reasons why employees have become redundant.

9.16.2.2. The numbers and descriptions of employees whom it is proposed to dismiss as redundant.

9.16.2.3. The total numbers of employees of any such description employed by the employer at the establishment in question.

9.16.2.4. The proposed method of selecting the employees whom may be dismissed.

9.16.2.5. The proposed method of carrying out the dismissals, including the period over which the dismissals are to take effect.

9.17. Notice Letters. Notice letters issued to employees will be coordinated with the CPF official prior to issuance. See paragraph 9.22. for guidance on authority to issue adverse action letters.

9.17.1. Notice letters issued to employees to effect RIF, summary dismissal or separation during a trial or probationary period will include:

9.17.1.1. The action to be taken, effective date, and employee's status during the notice period, if applicable.

9.17.1.2. All the reasons for the action, specifically and in detail.

9.17.1.3. The review and appeal rights available, time limits and procedures.

9.17.1.4. The identity and means of contacting the official in the CPF who is available to advise the employee.

9.17.1.5. A statement requesting the employee to acknowledge receipt of the notice by dating and signing a copy of the notice, which will be retained in the personnel office.

9.17.2. Notice of Proposed Action Letters issued to initiate removals for cause will include:

9.17.2.1. The action proposed.

9.17.2.2. All the reasons for the actions, specifically and in detail.

9.17.2.3. A statement informing the employee of his or her right to demand discussions with the employer (deciding official) in accordance with §57, Worker Protection and Working Environment Act of 4 Feb 1977 and of the time requirement (usually 15 calendar days) for making such a demand.

9.17.2.4. A statement advising on duty and pay status during the notice period.

9.17.2.5. The identity and means of contacting the official in the personnel office whom is available to give advice.

9.17.2.6. A statement that any employee provided information received through discussions will be seriously and objectively considered before a final decision is made, which will be in the form of a written notice of decision.

9.17.2.7. A statement requesting the employee to date and receipt a copy of the notice, which will be retained by the personnel office.

9.17.3. Notice of Final Decision. Following consideration of any employee provided information received at the discussions or expiration of the period allowed for reply to a notice of proposed action, a written notice of decision will be given the employee. This notice will include:

9.17.3.1. A reference to the proposed notice and any reply, quoting the dates of each. If no reply has been received this will be stated.

9.17.3.2. A finding with respect to each reason, identifying the reasons by reference to the paragraphs and subparagraphs of the notice of proposal.

9.17.3.3. Action decided upon, and the effective date.

9.17.3.4. Status of employee during the notice period.

9.17.3.5. A statement informing the employee of his or her employer-provided appeal rights, time requirements for submitting such an appeal and notification to the employee that the employer-provided appeal is independent of the statutory rights and procedures provided under §61, Worker Protection and Working Environment Act of 4 Feb 1977.

9.17.3.6. The identity and means of contacting the official in the personnel office who can give full information on how to make an employer-provided appeal.

9.17.3.7. A statement informing the employee of the correct identify of the employer and the means of serving any legal documents on the employer.

9.17.3.8. A statement informing the employee of his or her right to demand negotiations with the employer, his or her right to file with the local Norwegian court of jurisdiction, and his or her right to continue in the position until the outcome of the case, all in accordance with §61, Worker Protection and Working Environment Act of 4 Feb 1977.

9.17.3.9. A statement informing the employee of time requirements that have to be met in order to exercise his or her rights in accordance with §61, Worker Protection and Working Environment Act of 4 Feb 1977.

9.18. Legal Requirement for Written Statement of Reasons for Dismissal. Employees are entitled to a written statement of reasons for dismissal, which must be furnished within 14 days of the employee's request, if the employee was given notice of termination of contract by the employer, terminated from contract without notice by the employer, or not renewed under the same contract where a fixed term contract expires.

9.18.1. This legal requirement is satisfied if the procedures in paragraph **9.17.** are completed.

9.19. Status During Notice Period. Employees will be retained in a pay status for the duration of the notice period provided they are:

9.19.1. Available, capable, and willing to work, whether or not actually required to work.

9.19.2. On approved annual leave.

9.19.3. Incapable of work due to sickness or industrial injury, but eligible for sick leave even though they may have exhausted their entitlement.

9.20. Final Processing. Employees terminating employment for any reason, voluntary or involuntary, are required to properly clear the base by processing out through the CPF.

9.20.1. This processing will include:

9.20.1.1. Exit interview with supervisor.

9.20.1.2. Instructions on completing base clearance.

9.20.1.3. Recording of forwarding address.

9.20.1.4. Collection of base entry permit.

9.20.1.5. Notification to payroll office and employing activity that processing out has been completed and final pay and allowances may be issued.

9.20.2. Final pay and allowances are computed and paid at the end of the current pay period. Exceptions may be made if the payroll office has been given sufficient advance warning. Employees dismissed because of redundancy may be entitled to additional payments. Redundancy payments will be made upon separation or as soon after as confirmation of eligibility has been received from the Department of Employment.

9.20.3. Appropriate disposition will be made of the Income Tax Certificate Form, provided through the Norwegian tax and revenue office and other documents related to the termination action as well as of the employee's official personnel and pay records.

9.20.4. Employees who leave after legal notice shall receive a written reference from the employer (§68, Worker Protection and Working Environment Act of 4 Feb 1977). The reference shall state the employee's name, date of birth, the nature of work, and the duration of employment. This does not restrict the employee's right to request a more detailed reference. Employees who were terminated for cause are also entitled to a reference, but the employer may state that the employee was terminated for cause, without giving the reason for the termination.

Section 9B—Adverse Personnel Actions

9.21. Terms Explained. An adverse action is an involuntary personnel action which:

9.21.1. Moves employees to another position at a lower grade or to one where their compensation or status is reduced.

9.21.2. Continues an employee's assignment in a position, which is changed to a lower grade, or otherwise changed so as to reduce the employee's compensation or status.

9.21.3. Places the employee in a nonpay, nonduty status (paragraph [4.21](#)).

9.21.4. Separates an employee ([Chapter 9, Section 9A](#)).

9.22. Authority To Effect Adverse Actions. Immediate supervisors do not normally sign and issue notices of proposed adverse actions, consider replies, or issue notices of final decision. This is normally

done by activity managers or higher level supervisors, unless the immediate supervisor is a management official and also the highest level of management locally available. All such notices will be coordinated with an official of the servicing CPF. Notices are not to be issued without such coordination.

9.23. Procedures. The procedures to be followed in effecting adverse actions listed under paragraphs **9.21.3.** and **9.21.4.** are described in the referenced chapters of this publication. The procedures to be followed in effecting actions listed under paragraphs **9.21.1.** and **9.21.2.** are:

- 9.23.1. When the action is not based on employee cause, the procedures will be the same as for RIF.
- 9.23.2. When the action is based on cause, the procedures will be the same as for removal for cause.
- 9.23.3. The effective date of the action will not be earlier than 14 calendar days following receipt of the notice.
- 9.23.4. When appropriate, notices of adverse action may be combined with notices of separation. For example, a full-time employee may be offered part-time employment with the alternative of separation under RIF should the offer not be accepted.

Chapter 10

GRIEVANCES AND APPEALS (INTERNAL PROCEDURES)

10.1. Policy.

10.1.1. Employees will be treated fairly in all respects and will be unimpeded and free from restraint, interference, coercion, discrimination, or reprisal in the presentation of complaints or grievances.

10.1.2. Employees are entitled and expected to discuss frankly with their immediate supervisor, or in appropriate cases, with their next higher supervisor, any complaint or grievance related to their duties, working conditions, employment status, or other matters involved in daily operations.

10.1.3. Prompt action will be taken to resolve complaints or provide employees full information on the matter as well as on each step of grievance cases.

10.1.4. The provisions of this chapter shall be applied to all complaints or grievances in relation to racial, sexual, or other illegal discrimination.

10.2. Definitions. For the purpose of this chapter, the following definitions apply:

10.2.1. Complaint. An employee's oral or written expression of dissatisfaction with any aspect of working conditions or relationships which are brought voluntarily to the attention of the supervisor for correction.

10.2.2. Grievance. A written request by an employee, or by a group of employees acting as individuals, for personal relief in a matter of concern or dissatisfaction which is subject to the control of Air Force management. Grievances do not include any matters, which are subject to review outside the Air Force or for which other authorized complaint or appeal systems are prescribed.

10.2.3. Appeal. A written request by employees for reconsideration of a decision to take adverse action against them. An employee's written reply to a notice of proposed adverse action does not constitute an appeal.

10.2.4. Adverse Action. As defined by paragraph [9.21](#).

10.2.5. Hearing. A formally convened meeting, or series of meetings, at which an officially appointed, impartial, disinterested examiner serves as a fact-finding body to receive testimony and other evidence relating to an appeal to be used as a basis for recommending an appropriate decision or action by the commander. The examiner will be advised by the CPF on applicable personnel regulations and procedures, including pertinent points of Norwegian law.

10.2.6. Day. Calendar Day.

10.2.7. Commander. [Table 10.1](#).

10.3. Exceptions.

10.3.1. Grievances and appeals arising out of the following actions or situations are excluded from this chapter:

10.3.1.1. The content of published policy.

10.3.1.2. Classification determinations (paragraph [3.5](#)).

10.3.1.3. Termination by expire of temporary appointments.

10.3.1.4. Separations during the trial period (paragraph 9.7.).

10.3.1.5. Receipt of letters of counseling or notices of proposed adverse action (paragraph 9.17.2.).

10.3.1.6. Non-adoption of a suggestion, or disapproval of a performance award or other kind of honorary or discretionary favor.

10.3.1.7. Non-selections for promotion from a group of properly ranked and certified candidates.

10.3.1.8. Actions or decisions taken under the personnel security program.

10.3.1.9. Actions based on opinions of medical officers regarding the mental or physical ability of an employee to perform the duties of a position.

10.3.1.10. Matters which also involve trade unions or local or national government agency representations, or parliamentary or news media inquiries and requests (grievances of this type should be referred to the CPF).

10.3.2. Employees who have not completed their trial periods may not request a hearing. Employees submitting appeals will be given a hearing if they so request. If a hearing is requested for a grievance, the request may be granted at the discretion of the commander or designated representative, under advice from the civilian personnel officer. A hearing will not be granted in relation to a complaint.

10.4. Time Limits for Submission of Grievances and Appeals.

10.4.1. An appeal involving a separation action may be filed at any time from the date of receipt of the notice of decision up to, but not later than, 15 days after the effective date of the separation action.

10.4.2. Appeals, other than those covered by paragraph 10.4.1. above, and grievances must be filed not later than:

10.4.2.1. 15 days after the date on which the employee learns of a condition which affects him or her adversely or;

10.4.2.2. 15 days after the date on which notification of an adverse decision was received.

10.4.3. Grievances concerning a continuing practice or condition may be presented at any time.

10.5. Technical Review Procedure. A technical review procedure will be used in resolving any complaint grievance or appeal, where the issues solely concern technical determination and no useful purpose, would be served by a hearing process with examination of witnesses. For example, the rights granted administratively to employees affected by a RIF concern technical determinations which can be made by review of documentation of the action. Similarly, pay matters (effective dates of within-grade step increases, questions on overtime, etc.) are technical subjects and a hearing with witnesses would only delay resolution of the complaint. The CPF will be responsible on behalf of the commander for initial decision as to whether an employee's complaint will be resolved under the technical review process or the grievance hearing process. A civilian personnel specialist not involved in the original action will conduct the review.

10.6. Complaint Procedures. An employee should present any complaint orally or in writing to his or her immediate supervisor who will render an impartial decision within 5 workdays of receipt of the complaint. If the employee is not satisfied with the immediate supervisor’s decision, the immediate supervisor will arrange for a meeting between the employee and the next higher supervisor. If the complaint is against or relates to the immediate supervisor the complaint should be taken up directly with the next higher supervisor who will render an impartial decision with 5 workdays of receipt of the complaint. An employee who is dissatisfied with the decision will be advised of his or her rights to submit a grievance.

10.7. Grievance and Appeals Procedures.

10.7.1. Grievances must be submitted in writing to the commander through the servicing CPF. The grievance must contain a clear and concise statement of the subject matter and the remedial action or relief sought; results of discussions with supervisors; and the reasons why he or she believes the action or relief sought should be granted and state whether a hearing is desired.

10.7.2. Appeals must be submitted in writing to the commander and through the servicing CPF. The appeal must contain a clear and concise statement why the adverse action should not be taken, the reasons why the action or relief sought should be granted, and whether a hearing is desired.

10.7.3. If the grievant or appellant has not requested a hearing, the commander shall, within 10 workdays following the receipt of a grievance or appeal, designate a technically qualified military officer or civilian employee either to attempt satisfactory resolution of the grievance or appeal through discussion with the principals involved, and to assemble and evaluate all available information on the case, and recommend appropriate action. If the employee has requested a hearing, the commander shall appoint an examiner within 10 workdays for this purpose.

10.7.4. If the grievance or appeal is not satisfactorily resolved through discussion, or if it is not considered practicable to attempt resolution in that manner, and if a hearing was not requested, the commander shall, on receipt of recommendations from his designated representative, render a decision no later than 15 workdays from initial receipt of the grievance or appeal. The employee will be notified in writing of the decision, which will be final.

10.7.5. The following table will be used in determining the appropriate commander to make final decisions in grievances and appeals.

Table 10.1. Definition of Commander.

INSTALLATION	COMMANDER
US Element / Norway, with OLs (operating location)	Installation Commander
Other Installations	

10.8. Grievance and Appeal Examiners and Hearings. When a hearing has been requested, the commander will appoint an examiner. The grievance or appeal record will be referred to the examiner for use in connection with the hearing. The employee will be notified in writing concerning the date, time, and place of the hearing, and a statement to the effect that the employee has a right to representation of his or her own choosing; responsibility for arranging for such representation, if so desired; and of his or her right to produce documentary evidence and witnesses. Hearings will be conducted in a similar manner to those conducted for US employees. Upon completion of a hearing, the examiner will submit his or her report of findings and recommendations to the commander for final decision. The employee is to be notified, in

writing, of the final decision not later than 30 calendar days following receipt of the formal grievance or appeal.

10.9. Representation of an Employee. An employee may be represented, advised, or accompanied at a hearing by one representative of his or her choice. Whenever possible, the representative should be designated by the employee in writing at the time he or she presents the written appeal or grievance. Copies of all documents furnished to the employee are also to be given to his or her representative. If the representative is another employee of the USAF, arrangements should be made for that employee to be available unless the representation would significantly impair the performance of that person's regular duties or would constitute a conflict of interest. Representation by a trade union official does not accord any recognition to that trade union.

10.10. Use of Official Time.

10.10.1. An employee in duty status must be given a reasonable amount of official time for the preparation of his or her presentation to a hearing. If the employee's representative is a USAF employee in duty status, he or she must also be given a reasonable amount of official time to assist or act for the employee. The time to be allowed must be determined on the basis of the facts and circumstances in each individual case.

10.10.2. All employees, whether grievants, appellants, representatives, witnesses, or observers, must make advance arrangements with their supervisors for the use of official time. When there is a disagreement, the supervisor is to submit the matter to the CPF for resolution.

10.11. Special Procedures on Grievances or Appeal From an Initial Decision by the Installation Commander.

10.11.1. When an employee submits a grievance or appeal brought about directly by the commander, the grievance or appeal will be submitted to the commander, through the servicing CPF, for forwarding to the next higher headquarters who will act on the case according to the procedure in paragraph 10.7. The decision of the next higher headquarters will be final in such cases.

10.11.2. The special procedures generally apply in small activities, which do not have levels of supervision below the head of the activity, or in instances where the employee is under the direct supervision of the commander.

10.12. Involuntary Separation During Trial Period. Employees separated before completion of their trial period cannot appeal their separation. They have the right to request a review of the action by the management official at the next higher level of supervision above the official who took or otherwise participated in taking or approving the separation action (paragraph 9.7.). Such requests are to be made in writing, and the findings of the review are to be recorded and copies given to the employee, supervisor, and the CPF.

10.13. Remedial Action.

10.13.1. When a decision is favorable to an employee, the specific action to be taken will be established as part of the decision. The action directed will be taken promptly.

10.13.2. When the grievance or appeal is based upon a reprimand or adverse personnel action, decision in favor of the employee will require such corrective action as follows:

10.13.2.1. If an official letter of reprimand has been issued, the file copy will be destroyed and the employee informed in writing that this has been done.

10.13.2.2. If the separation of an individual is found unwarranted, restoration may be ordered either to his or her former position or one of like seniority, status, and pay. Disciplinary actions of lesser severity than originally proposed or taken do not require a new notice period, but are considered as corrective action.

10.13.2.3. An employee whose separation was found to be unjustified will be given retroactive compensation, if eligible, for the period of such unjustified separation less any amounts earned through other employment during such period.

Chapter 11

TRAVEL AND TRANSPORTATION

11.1. Call-back Transportation Allowance. An employee who meets the requirements for callback pay (paragraph 6.5.) will be paid a transportation allowance of NOK75.00 for each period of call-back work.

11.2. Temporary Duty (TDY) Travel. Conditions of TDY and preparation and processing of TDY travel order requests and claims for reimbursement of travel expenses will be the same as for US citizen employees.

11.3. Mileage Allowance. The rates for mileage reimbursement will comply with the Norwegian Government Travel Directive, sections 6 and 8. This directive establishes mileage rates for use of privately owned vehicle when this is more advantageous to the Government. The rate per 1 April 2002 was NOK3.00 per kilometer (km) for the first 9000 km; after 9000 km the rate is NOK2.40.

11.4. Travel Insurance. Employees required to be on TDY will be reimbursed costs of premiums for travel insurance. The employee's supervisor will ensure adequate coverage is obtained by the employee prior to travel commencing, or the installation commander may, if more cost effective to the government, ensure adequate coverage by a group TDY travel insurance valid for 1 year. If deemed more cost effective to the government, the employees will ensure adequate coverage prior to traveling and claim reimbursement on a travel voucher. Authorization for the travel insurance coverage will be included on official travel orders. Adequate coverage will be in accordance with prevailing practices in Norway. It is the employee's responsibility to investigate coverage and claims procedures for travel insurance. When traveling to a European community member country, employees should obtain a Form E111, **Health Care for Visitors to European Economic Area**, to obtain emergency medical treatment. This form can be obtained from the local National Insurance Office (NIO).

Chapter 12

OCCUPATIONAL SAFETY AND HEALTH

Section 12A—Mishap Prevention

12.1. Policy. The US Forces policy is to conserve manpower and materials to the maximum degree through the application of a comprehensive, effective, and continuous mishap prevention program.

12.2. Application.

12.2.1. All employees of the USF will be subject to the rules and regulations laid down in safety directives and must follow approved methods and operating procedures.

12.2.2. Employees will not willfully interfere with or misuse any means, appliance, convenience, or any other thing provided for securing health or safety or welfare, and must use any means or appliance for securing health and safety provided for employee's use. Employees will not willfully or without reasonable cause do anything to endanger themselves or others.

12.2.3. Injuries, however minor, and occupational illnesses, will be reported immediately (paragraph [12.9](#)).

12.2.4. Personnel will be assigned only to jobs, which they are physically qualified to perform, and permitted to work only when they are physically fit. Periodic medical examination is required of personnel engaged in food handling or close physical contact with people, vehicle operating, fire fighting, and other occupations where a hazard to the employee's health exists or may exist.

12.2.5. All personnel will be offered annual medical examinations free of charge. The examination should cover blood pressure, cholesterol, blood counts, eye examination and a full physical examination.

12.3. Responsibilities.

12.3.1. Supervisory Personnel. It is the responsibility of supervisory personnel to ensure safety precautions are strictly observed within their own work areas. They make recommendations for improving conditions to overcome safety hazards; secure immediate treatment for employees sustaining injury; and report all injuries or accidents.

12.3.2. Operating Personnel. Individuals concerned will strictly observe all safety precautions applicable to their work or duty.

12.4. Protective Equipment.

12.4.1. Protective equipment not normally owned by employees will be furnished as needed without cost to the employee, according to standards described in AFI 91-301, *Air Force Occupational and Environmental Safety, Fire Protection, and Health (AFOSH) Program*. These items include:

12.4.1.1. Respirators.

12.4.1.2. Eye Protection.

12.4.1.3. Helmet shield - combination welding.

12.4.1.4. Shoes, nonconductive.

12.4.1.5. Apron, suits, and gloves - asbestos, rubber, and synthetic.

12.4.1.6. Hat, protective.

12.4.1.7. Toe guards or safety boots or shoes for foot hazardous operations.

12.4.1.8. Underwear - nonconductive.

12.4.2. The following items for the protection of employees against inclement weather or factors peculiar to the operation will be issued without cost to the employee if they are considered necessary to prevent occupational injuries and illnesses:

12.4.2.1. Arctic shoes.

12.4.2.2. Hip boots.

12.4.2.3. Hats, souwester.

12.4.2.4. Coats, raincoats, long or short.

12.4.2.5. Gloves and mittens.

12.4.2.6. Trousers, rain clothes.

12.4.2.7. Uniform, jacket, coverall, apron, etc., for catering employees.

12.4.2.8. Overalls for employees engaged in unusually dirty or greasy work.

12.4.3. Employees of hotels, clubs, or messes, other than the manager or the assistant manager, who are not allowed to wear garments of their own choosing, but must wear on duty those of a type or color laid down by management, shall either:

12.4.3.1. Be provided with the garments and the laundering, free of charge, or:

12.4.3.2. Be reimbursed the cost of garments and laundering not later than the end of the following pay period.

12.4.3.3. Employees required to wear uniform and similar type clothing provided by the activity are responsible for keeping the uniform or clothing neat, clean, and in good state of repair. When on duty, they are required to wear the uniform or clothing with the smartness normally associated with military or municipal organizations. Maintenance and laundry service for uniforms and clothing may be provided at no cost to the employee.

12.4.3.4. Uniforms, items of work clothing, and protective equipment remain the property of the activity until condemned under survey. Employees being separated who fail to turn in items issued or bought by the activity will be charged with the value of the item on a depreciation basis, unless a satisfactory explanation is given.

12.5. Training.

12.5.1. Indoctrination. All new employees will receive job safety, fire prevention, and occupational health indoctrination before assuming their duties.

12.5.2. On-the-Job. The principles of mishap prevention will be included in on-the-job training.

12.5.3. Specialist. Mishap prevention aspects will be included in all specialized training.

Section 12B—Occupational Injuries and Illnesses

12.6. Applicable Laws. Requirements must be carefully observed in connection with all job-incurred injuries or diseases to assure compliance with the Worker Protection and Working Environment Act of 4 Feb 1977, National Insurance Act, and associated orders and regulations, in order to protect employee entitlement to benefits arising from the operation of the acts, and to avoid penalties for noncompliance being imposed on the employer.

12.7. First Aid Treatment. First aid type treatment for all injuries or illnesses occurring on the job is provided normally through the base medical facilities or by employees using emergency first aid kits located in workplaces and offices.

12.8. Accident Book. Each employing activity is to maintain one or more accident books, as necessary to ensure ready accessibility to all employees. This book is to be retained for at least 3 years following the last entry.(Air Force Records Disposition Schedule, Table 36-26, Rule 22) Details of all notifiable accidents and dangerous occurrences are to be entered. These will include:

12.8.1. Date and time of the accident or occurrence.

12.8.2. Place where the incident occurred.

12.8.3. Name, sex, age, and occupation of the person injured, and the nature of the injury.

12.8.4. Brief description of the circumstances.

12.8.5. Names, addresses, and occupation of all witnesses.

12.8.6. Signature of the person reporting. (Normally the person injured. Otherwise include name, address, and occupation.)

12.9. Notification of Occupational Injuries and Illnesses. In addition to notifying the unit ground safety office, supervisors are to ensure that all injuries, regardless of how minor they may appear, or cases of confirmed occupational illness, are recorded in the accident book. Cases of death or major injury are to be reported immediately, by telephone, to the local labor inspection and the nearest police authority.

12.10. Investigation. All accidents arising during employment (and reported in writing by or on behalf of the employee) must be investigated by the employing organization, and the facts reported must be verified or reconciled. If the accident report of the employee cannot be verified on investigation, the circumstances so found must be recorded.

12.11. Furnishing Information to the NIO. Employers must furnish, within a reasonable time, any information that may be requested by the Department about:

12.11.1. Any accident or alleged incident for which benefit may be payable to, or in respect of the death of, an employee.

12.11.2. The nature and circumstances of employment of any person found claiming to be suffering from, or to have died from, an industrial disease.

12.12. Claims Procedures. The servicing CPF and the local office of NIO will advise on claim procedures.

12.13. Injury and Disability Compensation. Employees are covered under Norwegian legislation for injuries or disabilities received in the course of employment and under employer provided insurance as described in **Chapter 15**. Basic benefits include:

12.13.1. Statutory sick pay payable for a total of 52 weeks or until return to work, whichever is earlier.

12.13.2. Death Benefits. Surviving dependents are required to file a claim for benefits to a local office of the NIO. Details regarding benefits can be obtained from that office.

12.13.3. Claims arising as a result of employment with the US Government due to on-the-job accident or injury. All compensation claims will be processed and resolved within the provisions of the National Insurance Acts and any in-force insurance. The CPF will assist employees or survivors in the preparation and submission of such claims.

12.14. Records. Copies of records connected with reporting, investigating, and treating job-incurred injuries and illnesses will be maintained in the employee's personnel folder.

Section 12C—Display Screen Equipment (DSE)

12.15. DSE.

12.15.1. To secure the health and safety of DSE users, supervisors will ensure the Health and Safety DSE Regulations are complied with. DSE users are defined as employees who habitually use DSE as a significant part of their normal work.

12.15.2. The supervisor, at no cost to the employee, will arrange eye and eyesight tests for DSE users. Tests are limited to an assessment of the visual capability needed to see the screen and are not a substitute for regular and more comprehensive tests.

12.15.2.1. When tests indicate that glasses are required specifically for work with display screen equipment, the supervisor will arrange for the supply of basic glasses or contact lenses at no cost to the employee. Employees wishing to purchase glasses or contact lenses of their own choosing will be required to meet any additional costs.

12.15.2.2. Employees will be entitled to undertake an eyesight test at regular intervals. All such tests must be arranged through the employee's supervisor. When there is a change in the user's visual defect, and this results in a change to the prescription requirements, the employing activity will bear the cost of replacement.

12.15.2.3. Safekeeping of the glasses is the personal responsibility of the user. Glasses are supplied in accordance with a statutory requirement in the interest of health and safety. Employees are expected to show the same degree of care for glasses as for any other item of company property. Any user failing to observe this requirement may be subject to disciplinary action.

Chapter 13

TRAINING

13.1. General.

13.1.1. The objective in the training and development of LN employees is the same as for training and development of US citizen employees; that is, to improve the operating efficiency of the employing organization.

13.1.2. Training is, in general, administered in consonance with policies, regulations, and procedures applicable to training of US civilian employees. Air Force Instructions covering civilian training should be used as guidelines.

13.2. Responsibilities.

13.2.1. The CPF will:

13.2.1.1. Advise and assist in civilian training matters upon request.

13.2.1.2. Orient and train activity managers and supervisors in administration of their personnel.

13.2.1.3. Provide individual or group orientation for newly appointed employees.

13.2.1.4. Monitor requirements or requests for attendance at base or off-base training courses upon request.

13.2.2. Activity managers and supervisors will:

13.2.2.1. Determine training needs of their employees.

13.2.2.2. Motivate employees to perform effectively.

13.2.2.3. Encourage and assist employees in their self-development efforts.

13.2.2.4. Conduct or provide for training to meet individual or group training needs.

13.2.3. Employees:

13.2.3.1. Will participate in training activities to perform more effectively in current and future assignments.

13.2.3.2. Should make use of opportunities for self-development.

Chapter 14

LABOR RELATIONS DURING WORKING HOURS

14.1. Consultation Between Management and Employee Representative. Consultation between management and employee representatives will normally be conducted during regular working hours, with reasonable time being granted for meetings with other management officials and for the purpose of drawing up requests or recommendations. Should considerable time be involved in consultation, management officials may require that they be conducted on leave or during the non-duty hours of employee representatives involved. Union officials who are not themselves employees of USF may participate, by previous arrangement, in meetings with management representatives.

14.2. Activities Conducted Outside of Work Hours. Those activities concerned with the internal management of a trade union or employee organization, such as solicitation of membership, membership meetings, collection of dues, campaigning for office, elections and distribution of literature, will be conducted outside of regular work hours.

14.3. Civilian Forum Meetings. Civilian forum meetings during regular working hours may be granted.

Chapter 15

RETIREMENT, LIFE, AND HEALTH INSURANCE

15.1. Pension Plan. Details of the non-contributory pension plan are contained in a separate pension and life insurance pamphlet issued by the insurance company. This plan is contracted out from the earnings related in addition to the Norwegian social security pension program. The insurance covers the difference between pension payable from the Norwegian social security and 66 percent of annual salary. Full pension is obtained at a minimum of 30-year membership, and the payments are lifelong (from age 67). Every employee receives an annual information pamphlet regarding his or her pension benefits.

15.2. Eligibility for Membership. All employees are eligible for membership.

15.3. Retirement Age. Retirement age is 67 years for males and females. Provision is made for early and deferred retirement, including disability retirement (up to 67 years age), as an exception to normal procedures.

15.4. Benefits of Retirement. Following retirement, a pension will be paid monthly according to the scales and conditions published annually from the insurance company. In addition to the pension from the insurance company, the employee will receive pension from the National Insurance.

15.5. Survivor Benefits. Provision is made for payment of a pension to surviving spouse and/or dependent children in the event of a member's death, in service, or in retirement.

15.6. Separation Before Retirement/Premium Insurance. Members who cease employment before retirement will be permitted to transfer their credit to their new employer's pension funds or to purchase a personal pension, if they have been employed for more than 1 year.

15.6.1. If a member becomes permanently disabled, the pension premium will be paid by the insurance company.

15.7. Group Life Insurance. Group life insurance is provided at no cost to all employees from the initial date of appointment. The coverage is in accordance with prevailing level of coverage in the local area. Group life insurance consists of employer liability insurance, disability and death benefits insurance. Every employee receives an annual information pamphlet regarding the group life insurance.

15.8. Administration of the Pension and Life Insurance Program. The pension, life and accident insurance are contracted out to a Norwegian insurance company.

15.9. Funding. The employer funds all insurance.

15.10. Health Insurance. All employees are covered for health benefits under the provisions of the National Insurance Act of 1966.

Chapter 16

INCENTIVE AWARDS

16.1. Service Recognition. Recognition is given for completion of fixed periods of servicing with the US Government, upon separation under reduction-in-force procedures, or upon retirement. Service is recognized by awarding a certificate following completion of 5 years creditable service and by awarding a certificate and emblem following completion of 10, 15, 20, 25, 30, 35, 40, 45, and 50 creditable years service. All previous periods of documented service are creditable for service recognition.

16.2. Employee Suggestion Program. Employees are encouraged to express themselves concerning improvements in working methods or working conditions. This may be done informally as well as through the more formal means of a suggestion program. Employees are awarded amounts equivalent to awards received by US citizen employees under their respective programs. The value of the awards will be computed in US dollars and converted to Norwegian Kroner (NOK) at the conversion rate in use by USF at the time of payment.

16.3. Performance Awards. Eligibility requirements and procedures for preparing recommendations are contained in AFMAN 34-310 (nominations are to be submitted through the CPF to the Services Squadron Commander for approval), and in AFI 36-1001, *Managing the Civilian Performance Program*, for appropriated fund employees. The minimum period of superior performance is 6 months in duration. Only one award per calendar year is authorized. The award is an amount of up to 4.5 percent of the hourly basic rate range for the employee's grade and position category multiplied by the contracted hours on an annual basis rounded to the nearest NOK. Awards are subject to income tax deductions.

16.4. Recognition Letters. Letters of appreciation and commendation may be issued according to AFI 34-301, *Nonappropriated Personnel Management and Administration*, and AFI 36-1001.

16.5. Special Awards. Employees may participate in programs as outlined in AFI 34-301 and AFI 36-1001. Procedures and amounts of awards will be the same as for US employees. Examples of awards are special act or service and employee of the month or quarter.

16.6. Time-Off Awards. Employee's superior accomplishment or personal effort that contributes to the quality, efficiency, or economy of facility operations may be granted time off in recognition. Awards will be in accordance with AFI 36-1001, and AFI 34-301.

16.7. Forms Adopted: AF Form 971, **Supervisor's Employee Brief**; AF Form 1065, **Nonappropriated Fund Civilian Position Description**; AF Form 1378, **Civilian Personnel Position Description**; AF Form 2545, **NAFI Notification of Personnel Action**; AF Form 2548, **NAFI Request for Personnel Action**; AF Form 3527, **NAF Employee Performance Evaluation**; Form E111, **Health Care for Visitors to European Economic Area**; **Norwegian Income Tax Certificate Form**; OPM Form 71, **Request for Leave or Approved Absence**; SF-50, **Notification of Personnel Action**; SF-52, **Request for Personnel Action**; USAFE Form 228, **Application for Local National Direct Hire (LNDH)**

Employment with the United States Air Forces in the United Kingdom; USAFE Form 285, Sickness Absence Self-Certificate.

JOHN A. SNIDER, Colonel, USAF
Director of Personnel

Attachment 1**GLOSSARY OF REFERENCES AND SUPPORTING INFORMATION*****References***

AFPD 36-7, Employee and Labor-Management Relations

AFI 31-501, Personnel Security Program Management

AFI 33-360 Volume 1, Content Management Program - Publications

AFI 34-301, Nonappropriated Fund Personnel Management and Administration

AFMAN 34-310, Nonappropriated Fund Personnel Program Management and Administration Procedures

AFI 36-102, Basic Authority and Responsibility for Civilian Personnel Management and Administration

AFPAM 36-106, Supervisor's Records

AFI 36-1001, Managing the Civilian Performance Program

AFMAN 37-123, Management of Records

Air Force Records Disposition Schedule (RDS): <https://webrims.amc.af.mil>.

AFI 91-301, Air Force Occupational and Environmental Safety, Fire Protection, and Health (AFOSH) Program

DoD Manual 1400.25-M, Chapter 1200, Subchapter 1231, DoD Civilian Personnel Manual (CPM) - Employment of Foreign Nationals

DoD Manual 1416.8-M, Manual for Foreign National Compensation

DoD Manual 5500.7-R, Joint Ethics Regulations

USEUCOM Directive 30-6, Administration of Civilian Employees in the US European Command Area of Responsibility

SOFA, Status of Forces Agreement among Parties to the North Atlantic Treaty Organization

SOFA SA, Supplemental Agreement to the SOFA between Supreme Headquarters Allied Powers Europe and the Kingdom of Norway.

American Embassy Oslo Personnel Administration Handbook

Holiday Act of 1988

National Insurance Act of 1966

National Insurance Act of 1997

Norwegian Government Travel Directive

Norwegian Vacation Act of 1988

Worker Protection and Working Environment Act of 4 Feb 1977

Title 10 United States Code 1349 (b)

Abbreviations and Acronyms

AFOSH—Air Force Occupational and Environmental Safety, Fire Protection, and Health Program

CPF—Civilian Personnel Flight

DoD—Department of Defense

DSE—Display Screen Equipment

EEA—European Economic Agreement

HQ 3 AF—Headquarters Third Air Force

LN—Local National

NAF—Nonappropriated Fund

NATO—North Atlantic Treaty Organization

NIO—National Insurance Office

NOA—Nature of Action

NOK—Norwegian Kroner

NTE—Not to exceed

OPM—Office of Personnel Management

OPR—Office of Primary Responsibility

POV—Privately Owned Vehicle

RAF—Royal Air Force

RIF—Reduction in Forces

S—Staff Schedule

SA—Supplemental Agreement

SOFA—Status of Forces Agreement

TDY—Temporary Duty Travel

US—United States (of America)

USF—United States Forces

USAF—US Air Force

USAFE—US Air Forces in Europe

USEUCOM—US European Command

Attachment 2

GUIDE TO DISCIPLINARY ACTIONS

A2.1. This guide assists in selecting appropriated penalties. It does not replace supervisory judgment or dictate penalties. Rather, this guide provides a general framework within which supervisors may exercise mature judgment in dealing with particular circumstances. **Table A2.1.** is provided.

A2.2. The column “Cause of Action” does not include every potential cause. There is no “Violation of Other Rules” cause shown because this item provides no guidance. In using this column, the supervisor compares the current cause of action to all of those described, and he/she uses those that relate to his/her situation to assist him in applying the general policy. By relating the nature and seriousness of the current offense to the fundamental character of those listed, the supervisor fits this offense into the general the framework. (If there is a directly applicable cause of action shown, it is the one used to guide further consideration.)

A2.3. The “Offense” column establishes the range of penalties within which the penalty to be assessed usually falls and establish the maximum penalty that can be assessed for an offense of comparable nature. Because these ranges impose no mandatory minimum penalties, except as required by law, the supervisor has available to him/her a choice of severity of action ranging from no penalty at all to the maximum stated in the range. Thus, if the guide shows reprimand as the maximum, the supervisor may determine that no penalty is needed; or he/she may use either an oral admonishment or a reprimand. A maximum of removal permits a choice of an admonishment, a reprimand, a removal, or a reduction in rank. The severity of the penalty depends on the relationship of the current offense to the factors involved, including the nature of the current offense and the nature and regency of other offenses.

A2.4. Notices of proposed action and of final decision need not contain specific information, other than that related to cause of action, on how the penalty was selected. In the event of an appeal or grievance, management must, however, establish that the penalty was appropriate under the circumstances and that consideration was given to all material factors.

A2.5. Typical Penalty. Unless otherwise restricted, the supervisor has the option of imposing no penalty or using an oral admonishment.

Table A2.1. Typical Penalty.

ITEM	CAUSE OF ACTION	OFFENSE		
		First	Second	Third
1.	Delay or failure to carry out assigned work or instruction in a reasonable period of time.	Reprimand	Reprimand	Reprimand to Removal
2.	Insubordinate defiance of authority, refusal to comply with proper orders, wanton disregard of directives or insolence.	Reprimand to Removal	Reprimand to Removal	Removal

3.	Tardiness of less than 1/2 hour.	Reprimand	Reprimand	Reprimand to Removal
4.	Unauthorized absence of 8 hours or less, tardiness over 1/2 hour, leaving the job without permission, or delayed return from lunch.	Reprimand	Reprimand	Reprimand to Removal
5.	Unauthorized absence of more than 8 hours.	Reprimand	Reprimand to Removal	Removal
6.	Failure to request leave according to established procedures.	Reprimand	Reprimand to Removal	Removal
7.	Failure to honor a valid denial of a leave request.	Reprimand	Reprimand to Removal	Reprimand to Removal
8.	Loafing or sleeping on duty:	Reprimand to Removal	Removal	Removal
8.1.	When hazard to personnel or property is not acute or when no injury is involved.	Reprimand	Reprimand to Removal	Removal
8.2.	When hazard to personnel or property is acute or when there has been injury or significant loss.	Reprimand to Removal	Reprimand to Removal	Removal
9.	Careless workmanship or negligence.	Reprimand	Reprimand	Reprimand to Removal
9.1.	When consequences are extreme, an attempt is made to conceal defective work or there is an unauthorized attempt to remove or destroy work.	Reprimand to Removal	Reprimand to Removal	Removal
10.	Careless workmanship resulting in possible or actual minimum damage to aircraft or other property and minor disruption of mission.	Reprimand	Reprimand	Reprimand to Removal
10.1.	When possible or actual major damage to aircraft is involved with significant mission disruption or possible or actual danger to the lives or well-being of the crew or passengers.	Reprimand to Removal	Reprimand to Removal	Removal

11.	Failure to observe safety practices including failure to use safety equipment such as eye protection devices and failure to comply with hearing conservation program requirements.	Reprimand	Reprimand to Removal	Reprimand to Removal
11.1.	When hazard is acute to life or property.	Reprimand to Removal	Reprimand to Removal	Removal
12.	Loss of, or damage to, unauthorized use or destruction of property (including motor vehicles), records, or information. (Note 2)	Reprimand	Reprimand to Removal	Reprimand to Removal
12.1.	When willfulness or intent is involved.	Reprimand to Removal	Reprimand to Removal	Removal
13.	Theft, actual or attempted. (Penalty is determined primarily by value of property, mitigating circumstances, employee's employment history, and employee's explanation.	Reprimand to Removal	Reprimand to Removal	Removal
14.	Deliberate misrepresentation; falsification, exaggeration, or concealment of material fact in connection with any official document; or withholding of material facts in connection with matters under official investigation.	Reprimand to Removal	Reprimand to Removal	Removal
15.	Rude, boisterous play which adversely affects production, discipline, or morale; use of abusive or offensive language; quarreling or inciting to quarrel; or interfering with the production of others.	Reprimand	Reprimand to Removal	Reprimand to Removal
16.	Fighting, threatening, or inflicting bodily harm on another; physical resistance to competent authority, or indecent or immoral conduct.	Reprimand to Removal	Reprimand to Removal	Removal

17.	Gambling during working hours.	Reprimand	Reprimand	Reprimand to Removal
18.	Promotion of, or assistance in, operation of organized gambling on duty or on premises.	Reprimand to Removal	Removal	Removal
19.	Drinking or selling intoxicants on duty or on government premises except where authorized. Reporting for duty drunk or impaired by intoxicants. (Note 7)	Reprimand	Reprimand to Removal	Removal
20.	Being on duty so intoxicated as to be unable to properly perform assigned duties, or to be a hazard to self or to others. (Note 7)	Reprimand to Removal	Removal	Removal
21.	Off-duty misconduct of such major import that the employee is unable to fulfill his job responsibilities. Off-duty misconduct of such significance that there is an adverse effect upon the USAF.	Reprimand to Removal	Reprimand to Removal	Reprimand to Removal
22.	Failure to honor valid debts or legal obligations. (In determining whether an offense has occurred, consider whether extenuating circumstances have developed after the employee's previous record). (Note 3)	Reprimand	Reprimand	Reprimand
23.	Making false, malicious, unfounded, or highly irresponsible statements against other officials, or subordinates with the intent to destroy or damage the reputation, authority or official standing of those concerned.	Reprimand to Removal	Removal	Removal

24.	Any action or failure to take action based on race, color, religion, sex, or national origin of an employee, former employee, or applicant which affects his rights, privileges, benefits, dignity, and equality of economic opportunity. Consider circumstances and the effect on the person discriminated against, use of abusive language, violent treatment, or insulting demeanor.	Reprimand	Removal	Removal
24.1.	If the discriminatory practice was deliberate. (Note 4)			
25.	Unfair labor practices. (Note 4)	Reprimand to Removal	Removal	Removal
25.1.	If violation of prohibited practice was deliberate. (Note 4)	Reprimand	Reprimand	Removal
26.	Use of abusive or offensive language toward a subordinate; baiting or otherwise inciting a subordinate to violate rules or regulations; coercion in deprivation of an employee's rights; or reprisal for employment of appellate procedures. (Note 4)	Reprimand	Removal	Removal
26.1.	If violation was deliberate.	Reprimand to Removal	Reprimand	Removal
27.	Compromise or discredit of examination materials or process resulting from discussion of specific question(s) or content of examination with other employee(s) based on experience in the examination when there is no deliberate effort or intent to compromise the examination materials or process.	Reprimand to Removal	Removal	Removal
27.1.	Compromise of an examination through unauthorized possession, use or furnishing to others of examination information or materials.	Reprimand	Reprimand	Reprimand

28.	Violation of security regulations when the breach does not result in release of security information to unauthorized sources and there is no evidence of a compromise of classified information. Consider all circumstances surrounding the breach in determining if an offense has occurred.	Reprimand to Removal	Removal	Removal
28.1.	When the violation is intentional or results in unauthorized release or compromise of security information.	Reprimand	Reprimand to Removal	Removal
29.	Aiding and assisting in prosecution of claim against the United States, or receiving a gratuity or any share of or interest in claim from any claimant otherwise than in discharge of proper official duties.	Reprimand	Removal	Removal
30.	Soliciting contributions from other government officers or employees for gifts or presents to those in superior official positions. Accepting gifts or presents offered or presented as contributions from persons in government employ receiving lower salary.	Reprimand	Removal	Removal
31.	Unauthorized sale or transfer of narcotic drug on government premises or during the duty hours of either party. (Note 5)	Reprimand	Reprimand	Reprimand
32.	Use of narcotic or dangerous drug on government premises or on duty. Reporting for duty while under the influence of a narcotic or dangerous drug. (Notes 5 and 6)	Reprimand	Reprimand to Removal	Removal

33.	Being on duty so impaired by a narcotic or dangerous drug as to be unable to properly perform assigned duties or to be a hazard to self or others. (Notes 5 and 6)	Reprimand	Reprimand to Removal	Removal
34.	Deliberate misuse or unauthorized use of nonappropriated fund monies or property. (Penalty determined primarily by value, mitigating circumstances, employment history, and explanation).	Reprimand to Removal	Removal	Removal
35.	Accepting favors or gifts from vendors for personal gain. (Penalty determined primarily by value, mitigating circumstances, employment history, and explanation).	Reprimand to Removal	Reprimand to Removal	Removal

NOTES:

1. Normally an oral admonishment is used.
2. 31 U.S.C 1349(b) provides that any officer or employee who willfully uses or authorizes use of government passenger motor vehicles or aircraft for other than official purposes will be suspended for not less than 1 month and will be suspended for a longer period or removed if circumstances warrant.
3. There is no offense unless (a) the validity of the debt is established, (b) there has been a failure to either arrange or comply with a repayment schedule, and (c) there is a current complaint from the creditor. Maximum penalty for third and fourth offenses within a 2-year period is reprimand with the added warning that a "continuation of offenses could result in removal."
4. If a supervisor or manager has engaged in an act of discrimination, an unfair labor practice, or an activity, which adversely reflects upon the integrity of the management process, an evaluation will be made of the manner in which the generally discharges his management responsibilities to determine whether he should be reassigned or changed to lower grade to a position of different character. (Reduction in rank is authorized under such conditions but may not be affected in addition to another penalty for the same offense.)
5. When a narcotic or dangerous drug has been prescribed for medical purposes under an appropriate authority, its use by the patient as prescribed is not an offense in terms of this regulation. Close coordination with the base Medical Officer and the Staff Judge Advocate is required.
6. The penalty is selected with due regard to the employee's status as a drug experimenter, drug user, or drug addict and should, whenever possible, contribute to the employee's rehabilitation and restoration.
7. Due consideration is given to the possibility of rehabilitation and restoring the employee.