

**4-22. Fluctuating grades.** For certain jobs, the fluctuation of sales volume, number of employees supervised or administered, bank deposits, or other operational standards may be the determining allocating factor in the job analysis and evaluation processes required by paragraph 4-21. Such jobs will be reviewed and allocated at such times and on the basis of such standards as the Commander, AAFES, shall determine.

**4-23. Job ladder diagrams.** All approved AAFES standard jobs paid on the USP, HPP or Commission Pay Plan will be listed by grade in job ladder diagrams published periodically by the Commander, AAFES.

*a.* The USP Worldwide Job Ladder Diagram will include all special rate positions and all jobs with USP grades.

*b.* The HPP job ladder diagrams (including Commission Pay Plan jobs) will be published by type of activity (i.e., clerical, retail, food, service, craft and maintenance, and warehousing, stockroom and transportation) for CON-US and for each OES.

**4-24. Locality wage surveys.** Selection of a wage schedule or commission percentage for application in the 50 United States, the District of Columbia, and Puerto Rico will be made by the Commander, AAFES on the basis of data collected during the locality wage surveys in the appropriate geographic or labor market area from reputable firms or organizations utilizing comparable jobs.

*a.* Full-scale locality wage surveys will be conducted not less often than once every 2 years. Surveys will be conducted more frequently whenever informal information indicates that the current HPP schedule or commission percentage no longer provides rates commensurate with prevailing rates in the area. Such informal information will be collected on a continuing basis, as required, but in all cases not later than 1 year following completion of a full-scale locality wage survey.

*b.* The Commander, AAFES or ER chief, as appropriate, will appoint the chairman of the locality wage survey committee as follows:

(1) For surveys at Headquarters, AAFES, the chairman will be the Chief, Wage and Salary Branch.

(2) For surveys at exchanges and ERs, the chairman will be the Chief, Personnel at the ER.

*c.* The chairman of the survey committee will—

(1) Appoint one or more members to serve on the committee; normally, the exchange personnel manager, or if he is not available, the exchange general manager.

(2) Select wage data collectors from the responsible management officials in the activities affected by the survey.

(3) Select the wage survey area, comparable firms and organizations and the jobs to be surveyed, as follows:

(a) The area selected will be the geographic area or the labor market area within which AAFES is competing with outside firms and organizations for the recruitment of employees performing similar work.

(b) The firms selected will include those major reputable organizations within the established labor market area which have the same occupational groups of workers as those employed by AAFES. They should be large enough to provide sufficient wage information to make averages calculated from their data reliable and acceptable. Federal Civil Service rates will not be included unless a government agency is the predominant employer in the area and is the chief competitor for the local labor supply.

(c) A representative cross section of AAFES job will be included in the locality wage survey. Job coverage will be as complete as possible and should represent the full range of AAFES activities for which the survey is being conducted.

*d.* Editing of survey data will be accomplished as follows:

(1) All survey data pertaining to exchanges and ERs will be reviewed by the locality wage survey committee and the ER chief for adequacy, accuracy, and completeness.

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Where some wage rates are too high or too low in relation to the majority of reported wage data, they will be recommended for elimination as not being representative of the normal pay situation. All data, forms, and supporting documentation will be forwarded to Headquarters, AAFES.

(2) Headquarters, AAFES will review and evaluate all locality wage survey data and, if necessary, apply additional statistical techniques to assure uniformity in the treatment of wage survey data. The Commander, AAFES is responsible for final approval of a new appropriate wage schedule.

e. Based on appropriate data collected and edited during the survey procedure, a locality wage line will be developed to represent graphically the level of wages in the area. The "least squares" formula,  $Y = a + bX$ , will be used to develop the locality wage line. Selection of the HPP wage schedule from among those published by the Commander, AAFES will then be made as follows:

(1) The HPP schedule whose wage line at step 2 (for four-step schedules) or step 3 (for six-step schedules) lies closest along the locality wage line will be selected.

(2) If no HPP schedule has a wage line with a slope conforming to the locality wage line, a schedule will be selected which provides pay rates closest to those of the locality wage line at the most populated AAFES grades.

f. In the case of jobs paid on the Commission Pay Plan, survey data will be the basis

for selection of a commission percentage which provides pay commensurate with that for the same commission-paid jobs outside AAFES in the survey area. The established commission percentage will remain in effect for 1 year from date of application, unless a change is necessitated by a change in AAFES prices, new survey data, or significant changes in sales volume at the AAFES activity. Appropriate changes will be made by the Commander, AAFES.

g. In the case of newly established Commission Pay Plans, the Commander, AAFES will evaluate the commission percentage by review of operating data within 6 months of the approval of the new plan and the commission percentage will be adjusted, if necessary.

**4-25. Distribution of job descriptions.** Job descriptions will be distributed as follows:

- a. One copy for Headquarters, AAFES.
- b. One copy for the personnel office of the using AAFES activity.
- c. One copy for the supervisor. This copy will be signed by the employee to acknowledge his understanding of the scope and nature of his duties.
- d. One copy for each employee.

**4-26. Food employees' free meals.** All employees assigned to food activities who work 4 or more hours per 24-hour period will be furnished one free meal in accordance with instructions published by the Commander, AAFES.

### Section III. TRAVEL AND TRANSPORTATION

**4-27. Scope.** This section establishes the policies governing travel and transportation of civilian employees of the AAFES to include their dependents and personal property.

**4-28. Travel policy.** a. The payment of travel and transportation expenses of civilian officers and employees of the United States is embodied in Bureau of the Budget Circular A-56, 12 October 1966 (Rosenthal Bill—PL 89-516, ap-

proved 21 July 1966: 80 Stat. 323) and is applicable to AAFES employees as approved by the Board of Directors. The Commander, AAFES will issue implementing instructions in appropriate AAFES publications (see also Volume 2, Joint Travel Regulations).

b. Travel will be authorized only for those purposes and by those means which are clearly in the best interest of the AAFES. Reimbursement for travel expenses, other than those

where the actual rate of reimbursement is stipulated, will be so directed that employees are neither financially rewarded or penalized because of official travel. Only the most economical, convenient, and direct routes will be authorized for official travel and any additional cost caused by deviation from these routes for personal convenience will be borne by the employee.

**4-29. Authority for travel.** The Commander, AAFES, ER chiefs, OES commanders, or their specifically designated representatives, and exchange officers/general managers will authorize official travel for personnel under their jurisdiction, in conformance with the provisions of this section. However, no civilian employee of the AAFES will authorize his own official travel.

*a. Official travel will be performed only upon the issuance of written orders, except that temporary duty and local travel performed entirely within a 10-hour day does not require written orders.*

*b. When definite itineraries cannot be outlined in advance, authorization may be given for travel to specific points and such other points as accomplishment of the mission may require. However, if reimbursement for travel to other than a specific point is claimed, the employee must establish, as a basis for entitlement to reimbursement, that the travel was required in order to accomplish the mission to which assigned.*

**4-30. Official travel.** Official travel is travel directed for the benefit of the AAFES. Official travel includes the following:

*a. Temporary duty travel (TDY).* Travel of a temporary nature performed when the employee is directed to travel away from his official duty station in order to accomplish a particular mission.

*b. Permanent change of station travel (PCS).* Travel performed in connection with an employee's nonlocal transfer (including separation from oversea assignment and EMP retirement travel).

*c. Local travel.* Travel necessary in conduct-

ing official exchange business within and around the official duty station.

*d. Travel and leave to the US (TALUS).* Travel to the United States for the purpose of vacation leave and return to an oversea area for employees and dependents (para 5-33).

*e. Emergency leave travel.* Travel to the United States in connection with a bona fide emergency confirmed by the Red Cross, and return to the oversea area (sec VI, chap. 5).

**4-31. Agreements in connection with travel.** In connection with appointment or transfer, under the conditions set forth below, an employee will be required to sign a written agreement prior to commencing his official travel.

*a. In connection with travel incident to a nonlocal transfer to or within CONUS or an appointment to a position within CONUS, an employee will be required to sign an agreement to remain in the service of AAFES for 12 months following the effective date of transfer, unless separated for reasons beyond his control and acceptable to AAFES. In case of violation of such agreement, any moneys, except those for training and subsistence allowances, expended by AAFES for travel, transportation and allowances will be recoverable from the individual concerned.*

*b. In connection with travel incident to a nonlocal transfer to a duty station outside CONUS, or an appointment to a duty station outside CONUS (under conditions prescribed by the Commander, AAFES), an employee will be required to sign an agreement to remain in the service of AAFES for a prescribed period of time following the effective date of transfer or appointment, unless the employee's failure to meet the period of service requirements is for reasons beyond his control and acceptable to AAFES. In case of failure to meet the period of service requirement during the first year of service under the agreement, any moneys, except those for training and subsistence allowances, expended by AAFES for travel, transportation, and allowances incident to movement to the duty station outside CONUS will be recoverable from the employee. In*

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case of failure to meet the period of service requirement either during the first year of service or after completion of the first year of service, the employee will not be entitled to any travel, transportation, or allowances at AAFES expense incident to return to place of actual residence. Under conditions prescribed by the Commander, AAFES, employees who fail to meet the period of service requirements may retain certain travel entitlements incident to return to place of actual residence.

c. In connection with travel and leave to the United States (para 5-33), the employee will be required to complete a minimum of 12 months' service upon return. In case of failure to complete such service, any moneys expended by AAFES for travel, transportation, and allowances incident to round trip TALUS will be recoverable from the employee except as otherwise provided in the agreement. The Commander, AAFES may waive recovery of such moneys when waiver is considered in the best interest of AAFES. Under conditions prescribed by the Commander, AAFES, employees who fail to meet the period of service requirement may retain certain entitlements incident to return to place of actual residence.

**4-32. Modes of transportation.** a. Transportation by AAFES or Government vehicle, vessel or aircraft, privately owned vehicle, commercial common carrier and special conveyances may be authorized. The determination as to mode of transportation will be made by the authorized order-issuing official.

b. Travel to, from, and in oversea areas will be by Government-operated or -controlled air transportation, Military Airlift Command (MAC) or Government surface Military Sealift Command (MSC) if available, in accordance with the following:

(1) In the interest of economy and to minimize loss of productive hours during periods of travel, MAC transportation will take precedence over other modes of transportation.

(2) When MAC transportation is not available or a delay in obtaining such transportation would adversely affect accomplishment of the AAFES mission, travel by com-

mercial air, utilizing less than first class accommodation on US flag carriers, may be authorized. The policy for use of less than first class accommodations does not alter the requirement for maximum use of US flag carriers. When less than first class accommodations are not available on US flag carriers, first class will be used rather than other classes of foreign air carriers. Foreign flag carriers will be used only when US flag carriers are not available and the exigency of the mission requires the use of a foreign flag carrier.

**4-33. Baggage allowance.** Baggage consists of personal effects of a traveler that are needed in connection with official travel and immediately upon arrival at the point of assignment. Baggage may accompany a traveler or be transported separately. Procedures governing shipment of accompanied and unaccompanied baggage, weight allowances, express shipments, and excess baggage are published by the Commander, AAFES.

**4-34. Transportation of dependents.** a. Transportation of dependents, as defined in Exchange Service Manual 15-1, will be authorized in connection with employee's permanent change of station.

b. At the time of recruitment for or transfer to a foreign or nonforeign area, the employee will be advised whether dependents are authorized in the particular area to which the employee is being assigned, the approximate waiting period for housing, whether or not concurrent travel of dependents is authorized, and other pertinent information.

c. In connection with return from the foreign or nonforeign area, transportation of dependents will be authorized when the employee has acquired eligibility for return transportation by satisfactorily completing the minimum period of service (TALUS or separation) or is transferred or separated for reasons acceptable to AAFES.

d. Transportation for return of one or more of an employee's dependents from the foreign or nonforeign area permanent duty station to the place of actual residence in the United

States, its territories and possessions, prior to return of the employee may be authorized under and subject to conditions published by the Commander, AAFES.

e. Transportation of student dependents of an employee stationed in a foreign or nonforeign area will be authorized between school years on a space available basis. Transportation will be limited to one round trip each school year. All land transportation will be at the expense of the employee. Mode of port-to-port transportation will be as prescribed in major command directives at the time of travel. In addition, student dependents of an employee stationed in a foreign area and the Panama Canal Zone will be authorized one round trip per college education between the official duty station and a school in the United States on a space-required basis.

**4-35. Transportation and storage of household goods and personal effects.** Transportation and/or storage of household goods and personal effects at AAFES expense will be authorized in connection with the employee's assignment, permanent change of station, and separation in accordance with weight limitations, conditions, and procedures published by the Commander, AAFES.

a. In CONUS, transportation of household goods and personal effects will be authorized from the last official duty station or some other point, or partially from both. The destination may be the new official duty station or other point selected by the employee. The cost to AAFES, however, will not exceed the cost of transportation in one lot by the most economical route from the last official duty station to the new official duty station. Only those goods which are acquired prior to permanent change of station will be shipped at AAFES expense. Transportation of goods acquired en route is not authorized. Claims for reimbursement will be supported by the original bills of lading or certified copies, or if bills of lading are not available, other evidence showing points of origin, destination, and weight.

b. In case of movement to a foreign or nonforeign area, employees will be authorized to

ship the maximum weight allowances only when furnished quarters are not provided by the oversea command. When furnished quarters are provided AAFES employees, the amount authorized for shipment will be limited to the amount authorized military members of corresponding rank for the area concerned.

c. In case of movement from a foreign or nonforeign area, the origin and destination for transportation of household goods will be the same as authorized in a above.

d. Return of household goods from a foreign or nonforeign area prior to return of the employee may be authorized, under conditions published by the Commander, AAFES.

e. Employees may be authorized temporary storage of household goods and personal effects for a period not to exceed 60 calendar days upon appointment, transfer, and separation.

f. Employees, in connection with a permanent change of station to or new appointees assigned to foreign or nonforeign areas, may be authorized nontemporary storage of household goods and personal effects.

g. Employees may be authorized nontemporary storage of household goods and personal effects in connection with a permanent change of station or appointment to an isolated area in CONUS.

h. Costs of storage of household goods and personal effects include the cost of necessary packing, crating, unpacking, uncrating, transportation to and from place of storage and other necessary changes directly relating to the storage. Claims for reimbursement will be supported by the original or certified copy of the receipted warehouse bill.

**4-36. Transportation of pets.** Transportation of pets within CONUS and to foreign and nonforeign areas will be at owner's expense with no reimbursement authorized by AAFES. Transportation of pets from the foreign or nonforeign area to CONUS will be as prescribed in major command directives. Compliance with laws governing the transportation of pets to and within foreign countries is the responsibility of the owner.

**4-37. Transportation of privately owned vehicle (POV).** Employees who have executed a transportation agreement will be authorized transportation of POV in connection with tours of duty in foreign and nonforeign areas subject to the conditions and limitations published by the Commander, AAFES and the oversea major commander. When authorized, transportation of POV will be via Government vessel (MSC) or commercial US flag carrier, whichever is less costly, to AAFES. Mode of transportation will be determined by the transportation officer executing the shipment. Under the provisions of 50 U.S.C. Appendix 801, employees returning to CONUS after completion of a foreign area assignment of at least 140 days of continuous duration are authorized duty-free entry of a POV.

**4-38. Transportation of house trailers.** Employees entitled to transportation of household goods and personal effects will be authorized a mileage allowance for transportation of a house trailer, in lieu of transportation of household goods and personal effects, subject to conditions and limitations published by the Commander, AAFES.

**4-39. Other allowances and benefits.** Other allowances and benefits relating to travel and transportation are specified below and will be authorized subject to the conditions and limitations published by the Commander, AAFES.

- a. Per diem allowances.
- b. Mileage allowances for use of POV.
- c. Transportation and allowances for seeking living quarters.
- d. Subsistence allowance while occupying temporary living quarters.
- e. Relocation allowance.
- f. Allowances for real estate and unexpired lease transactions.
- g. Miscellaneous travel expense.
- h. Preparation and transportation of remains of deceased employee and of a dependent who dies while residing at an employee's oversea official duty station or while traveling thereto or therefrom.

**4-40. Married employees.** When a husband and wife are both employed by AAFES at the same locality, the one who is the head of the household will be authorized full benefits, with the other being considered as the spouse.

**4-41. Advance payment of travel expenses and allowances.** Advance payment in conjunction with official travel may be authorized in accordance with instructions published by the Commander, AAFES.

**4-42. Travel and transportation to selected place of residence.** a. USP employees separated for disability, reduction in force, death, or retirement on an immediate annuity, who have on file an executed affirmative statement of mobility, who have been required to exercise the mobility obligation, and who have physically moved, are authorized travel and transportation to a selected place of residence in any of the 50 states or the District of Columbia. Travel and transportation benefits from the last official duty station to the selected place of residence will be limited to the transportation of the employee and his dependents and movement of household goods and personal effects, to include temporary storage of not more than 60 days.

b. If the last official duty station of an employee eligible under a above is outside the 50 states and the District of Columbia, he may separate at that location if he so desires. He will however, retain entitlement under a above for 1 year from such separation for return travel and transportation to any of the 50 states or the District of Columbia. No other movement at AAFES expense will be authorized. After 1 year, the employee will forfeit any travel and transportation entitlements as a former and retired employee.

c. Dependents of deceased eligible employees are similarly authorized the same travel and transportation benefits under this paragraph as are the employees described in a above.

d. Travel must be accomplished in all cases within 1 year after the date of separation, or entitlement will be forfeited.

## CHAPTER 5

### SPECIAL PROGRAMS, RECORDS, AND LEAVE

#### Section I. EMPLOYEE ASSOCIATIONS

**5-1. Purpose.** The organization of employee associations to provide recreational and social activities for employees is authorized and encouraged. Adequate facilities for conducting meetings and publicizing activities of associations will be provided by AAFES. Designated members of employee associations may be permitted a reasonable amount of time off during duty hours to maintain records and promote activities.

**5-2. Association funds.** The basic sources of funds for an employee association are the dues collected from members and income from minor revenue-producing activities which may be engaged in, by and for the members.

**5-3. Association status.** An employee association is a voluntary association of individuals. It is not an instrumentality of the Federal Government and is not a part of the installation where located or of the AAFES. Therefore, neither the Federal Government, the installation where located, nor the AAFES is responsible for its actions or debts.

**5-4. Limitations.** Employee associations are subject to the following limitations:

*a.* Employee associations will require a li-

cense granted by the installation commander, the Chief, ER, OES commander, or Commander AAFES, as appropriate.

*b.* The official granting the license has the right to inspect and inquire into all phases of the association. He may revoke the license at any time necessary in the interest of AAFES. In establishing an employee association, provision will be made independent of the bylaws for regular reports of activities to the official granting the license.

**5-5. Insurance coverage.** *a.* Employee associations are not included under the insurance coverage of AAFES. For this reason, consideration will be given to the advisability of procuring fidelity insurance coverage for the association treasurer and other officers handling funds of the association. Consideration will be given also to procuring comprehensive bodily injury and property damage liability insurance coverage to further protect the association, with the limits of liability in line with the hazards of contemplated activities.

*b.* Because of the financial liability factor which would be involved in injury to persons or damage to property, associations will not conduct any social or athletic activity during hours of duty.

#### Section II. EXECUTIVE MANAGEMENT PROGRAM

**5-6. Purpose.** The Executive Management Program (EMP) is intended to fulfill the continuing requirement of AAFES for highly qualified and dedicated executive employees who

will be readily available to meet the worldwide executive personnel requirements of AAFES.

**5-7. Executive Management Program definitions.** *a.* EMP positions are positions so desig-

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nated by the Commander, AAFES, to include all positions in the entry EMP grade level and above and such other positions as are necessary or suitable for the training and development of individuals for attainment of the EMP grade level.

b. An EMP employee is a United States citizen employee designated an EMP employee by the Commander, AAFES, who has acknowledged in writing that he understands and accepts the conditions of the EMP, as prescribed by the Commander, AAFES.

**5-8. Nomination and designation to EMP status.** Procedures for nomination, selection and designation to EMP status will be as published by the Commander, AAFES. Entry grade level for EMP status will be established by the Commander AAFES, subject to the approval of the Board of Directors. Employees who have previously attained EMP status at lower grade levels than that currently established as the entry grade level will retain that status, provided they continue to meet the requirements under which they qualified. Such individuals, however, will not be eligible for benefits applicable to EMP grade levels until they attain the entry grade level for EMP as defined above.

**5-9. EMP obligations and benefits.** a. Obligations of EMP employees are as follows:

(1) EMP employees are obligated to develop and improve their abilities and efficiency to the fullest extent practical in fulfillment of the purpose and principles of the program.

(2) EMP employees are obligated to accept transfer throughout the worldwide AAFES, except when the Commander, AAFES determines that individual circumstances justify withdrawal of a proposed transfer. In the absence of such determination by the Commander, AAFES, the EMP status of an EMP employee who declines to accept a proposed transfer may be withdrawn by the Commander, AAFES and the employee will be subject to separation based upon declination of transfer in accordance with paragraph 3-22.

(3) EMP employees who are in the entry EMP grade level or above are obligated to accept the terms of EMP early retirement.

b. Benefits to EMP employees are as follows:

(1) Retention priority in reduction in force (para 4-12 through 4-16).

(2) Longer notice periods based on length of service in case of certain separations (app).

(3) Triple indemnity accidental death benefit and supplementary life insurance benefits in accordance with the AAFES Group Insurance Plan.

(4) For EMP employees in the entry EMP grade level and above only, supplemental retirement benefits and retention of personal grade regardless of assignment, except as provided in paragraph 5-10h.

c. EMP status may be withdrawn by the Commander, AAFES, as provided in a(2) above, or upon determination of unsatisfactory performance in accordance with paragraph 3-2, for gross inefficiency, insubordination, willful violation of laws, regulation, rules or procedures or for conduct off the job reflecting discredit on AAFES.

d. The Commander, AAFES may separate an EMP employee for gross inefficiency or for cause, as, appropriate. Gross inefficiency is defined in paragraph 3-7b and cause in paragraph 3-8. Gross inefficiency may exist even though an exchange has been operated in such a way as to generate acceptable returns. The existence of satisfactory performance ratings is not conclusive upon a charge of gross inefficiency, but may be taken into account in determination of this issue.

e. Requests for separation under d above will be submitted to the Commander, AAFES by the appropriate AAFES headquarters office or division director containing a complete statement of charges against the employee. The Commander, AAFES will refer the charges to an officer or civilian official for investigation. The officer or civilian official will thoroughly investigate the charges and recommend to the Commander, AAFES approval or disapproval of the proposed separation, giving all supporting facts disclosed by the investigation.

**5-10. EMP selection and promotion.** a. The Commander, AAFES, will periodically review

and establish as considered necessary the number and grade level of positions to be included in the EMP and make recommendations as appropriate to the Board of Directors.

b. The EMP employee in the entry EMP grade level and above is granted a "personal grade" which does not fluctuate with nor depend on the position occupied (para 4-9).

c. Employees in the grade which is one grade below the entry EMP grade level and EMP employees in the entry EMP grade level and above, except those with personal grades of USP 15, may be promoted upon recommendation of a Central Promotion Board and approval by the Commander, AAFES. EMP employees with personal grade of USP 15 may be promoted upon recommendation of a Central Promotion Board and the Commander, AAFES, and approval by the Board of Directors.

d. The Commander, AAFES, will appoint Central Promotion Boards as appropriate to meet not less often than once each year. Central Promotion Boards will be composed of individuals senior to the grades under consideration for promotion. The boards will have a minimum of 5 members, and normally the chairman will be a senior field grade or general officer.

e. Central Promotion Boards will function as follows:

(1) Review pertinent records furnished by Personnel Division, Headquarters AAFES of each employee who meets the criteria established by the Commander, AAFES.

(2) Identify and recommend for EMP status and/or promotion those employees who have demonstrated exceptional ability and have the greatest potential for performing successfully at the EMP grade level.

(3) Identify and recommend courses of action which will enable AAFES to more effectively develop any of the executives under consideration. Recommend a course of action, as appropriate, concerning executives who have been identified through prescribed performance evaluation as marginal.

f. The Commander, AAFES, may approve or disapprove the recommendations of Central Promotion Boards.

g. No employee or new appointee will be granted an EMP grade without the approval of the Commander, AAFES.

h. Personal grades of EMP employees will be withdrawn upon—

(1) Loss of EMP status in accordance with paragraphs 5-9a(2) and 5-9c.

(2) Downgrade pursuant to e(3) above and paragraph 4-6b to a grade level below the entry EMP grade level.

### Section III. PERSONNEL FILES AND RECORDS

**5-11. General.** Personnel files and records are the basic source of factual data about an individual while employed by and after separated from AAFES and will contain all official and authenticated information and documents pertaining to the individual's employment with AAFES in accordance with the provisions of this section. Files and records will be maintained and disposed of in accordance with the provisions of this section. Additional detailed disposition instructions consistent with the provisions of this section will be published by the Commander, AAFES.

**5-12. Definitions.** Authorized personnel files and records are defined as follows:

a. *Official Personnel Folder.* This is the official folder containing all information and documents pertaining to an individual's employment with AAFES. It will be maintained for each AAFES employee, except casual employees, at the appropriate personnel office.

b. *Career Management Personnel Folder.* This is a folder containing the information and documents necessary for centralized career management of USP employees. It will be maintained by Personnel Division, Headquarters, AAFES for all USP employees, including college trainees.

c. *Employment Suitability Folder.* This is a temporary folder maintained at the appropri-

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ate personnel office containing information and documents of a privileged nature during the initial probationary period of the employee.

*d. Personnel Control File.* This file is maintained in the appropriate personnel office. It provides the official record of authorized jobs and positions, incumbents of each position and concise summary information on each employee, as follows:

(1) AAFES Forms 1200-11 through 1200-15 (Job Identification Strips) designate job title and job code of each position.

(2) AAFES Form 1200-4 (Employee Service Record Card) is a concise summary of the information about each employee as provided on the card.

*e. AAFES Form 1100-24 (Supervisor's Record of Employee).* This card is maintained by each supervisor for each employee under his immediate supervision on which the supervisor enters summarized information about the employee and records counseling interviews with results of action taken.

*f. Employee Service Record Cards.* Inactive AAFES Forms 1200-4 are a file of Employee Service Record Cards of separated employees and are maintained by the personnel office of the activity from which the employee separated.

*g. Other Authorized Files.* Other files authorized in accordance with records management procedures published by the Commander, AAFES.

**5-13. Contents of folders.** The contents of the folders defined in paragraph 5-12a and b will be in accordance with instructions published by the Commander, AAFES. The contents of the employment suitability folder will be as follows:

- a. Letters of reference.*
- b. Preemployment credit reports.*
- c. Security investigation reports and related material.*
- d. Records of medical examinations (Part A and B, SF 78) and related correspondence.*

*e. Other items of a privileged nature relating to the employee's suitability for retention beyond the probationary period.*

**5-14. Maintenance, transfer, and disposition of personnel files and records.** *a. Official Personnel Folders.*

(1) Folders will be maintained alphabetically for both active and inactive personnel in locked metal cabinets under the custody of the individual designated as responsible for personnel administration. Folders for EMP members, USP employees and college trainees will be maintained in a file separate from those for HPP employees. Active and inactive folders will be maintained separately.

(2) Folders will be released to management personnel on a need-to-know basis only. Upon request, an employee may review his own personnel folder in the presence of a personnel official.

(3) When an employee is transferred, his folder will be sent directly to the gaining activity, except when a different forwarding channel is prescribed by the Commander, AAFES.

(4) Wherever forwarded, folders will be sent by registered mail in a sealed interior envelope within an exterior mailing envelope marked for the personal attention of the personnel official of the receiving activity.

(5) The official personnel folder of a USP employee will not be made available to other installations, agencies, or individuals for review in connection with a proposed transfer action.

(6) When an employee separates, his folder will be disposed of in accordance with records management procedures published by the Commander, AAFES.

*b. Employment Suitability Folder.*

(1) Upon satisfactory completion of the probationary period, records of medical examinations will be transferred to the official personnel folder. The remaining contents of the Employment Suitability Folder will then be destroyed. A notation will be made in the offi-

cial personnel folder that references were obtained.

(2) As an exception to the destruction requirement in (1) above, the contents may be retained for a longer period when deemed necessary by the supervisor of the responsible personnel official for purposes of investigation, reports or completion of action. However, they will not be maintained in the official personnel folder.

(3) When the employee does not complete

the probationary period satisfactorily and is separated, the entire contents of the employment suitability folder will be transferred to the official personnel folder.

(4) The contents of the employment suitability folder will not be made available to the employee.

c. *Other personnel files and records.* Maintenance, transfer, and disposition instructions for other personnel files and records will be published by the Commander, AAFES.

#### Section IV.

**5-15. General.** a. Training policies and programs are established to assist employees in improving personal skills, to develop employees in qualifying themselves to assume jobs of greater responsibility, and to increase the efficiency of AAFES operations. Training is the responsibility of every supervisor and all levels of management. Employees will be trained in the proper performance of their assigned tasks and qualified employees, as selected by AAFES, will be given opportunities for personal development. Specific responsibilities are set forth in this section.

b. Participation in and completion of training does not establish a right to promotion or reassignment to other jobs. However, it will be a factor in the consideration of employees when AAFES requirements necessitate personnel changes.

**5-16. Training programs defined.** a. *On-the-Job Training.* This is a program of training during duty hours to improve personal skills required in the position held or to provide instruction or actual experience in the performance of duties other than those to which the employee is assigned. It includes group instruction in conferences, seminars, work projects and discussions, individual training by a sponsor, and performance on a trial basis subject to limitations contained in paragraph 4-11. It may also be employed in training under the Management Development Program, the College Trainee Program, and the Management Trainee Program.

b. *Management Development Program*

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(*MDP*). This is a sponsored self-study program composed of study courses and examinations designed to improve the job skills of ER and exchange employees in their present jobs and to qualify them for advancement. A specially funded Management Development Trainee Program enables full-time development of selected exchange employees and qualified new-hires for eventual placement in middle management positions. MDP Seminars at the AAFES Training Center provide advanced supervisory skills training.

c. *College Trainee Program.* This is a program to recruit and train college or university graduates with a minimum of a 4-year degree for management, technical, and professional jobs.

d. *Management Trainee Program.* This is a program to recruit personnel with practical business experience or to select current employees to be trained for General Manager, Retail Operations Manager, and Food Operations Manager jobs, as well as other management jobs as specified by the Commander, AAFES.

e. *AAFES Education Plan.* This is a plan designed to furnish educational and technical training opportunities for eligible employees; to help them meet the education standards prescribed for AAFES positions; and to provide specialized training for selected executives. The plan includes education and training available from recognized schools, colleges and universities, commercial and government agencies and schools or training media designed or conducted by AAFES.

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**5-17. Approval authority and criteria for training.** *a.* Training must be aimed at the needs of the work unit and the individual employee. The criteria for approval of participation in specialized programs are the interests and training requirements of AAFES and availability of funds allocated for this purpose.

*b.* Authority for approving participation in training programs is as follows:

(1) On-the-job Training—General managers in CONUS, ER chiefs, OES commanders, and Chief, AAFES.

(2) Management Development Program—General managers in CONUS, ER chiefs, and OES commanders.

(3) College Trainee Program—Commander, AAFES.

(4) Management Trainee Program—Commander AAFES.

(5) AAFES Education Plan—Commander AAFES.

**5-18. Training responsibilities.** *a.* The Commander, AAFES will establish training policies and programs and publish technical instructions consistent with this regulation to meet AAFES training requirements, worldwide.

*b.* Chiefs of ERs and OES commanders will—

(1) Direct the implementation of training policies and programs established by the Commander, AAFES and develop additional programs to meet local requirements.

(2) Monitor training programs and provide technical training assistance to exchanges within geographical areas of responsibility.

(3) Administer training programs for ER or OES employees for the purpose of assuring effective job performance.

*c.* General managers will—

(1) Administer training programs and insure appropriate employee participation.

(2) Maintain training records and file as prescribed by the Commander, AAFES.

(3) Designate a qualified member of management as Training Coordinator to be responsible

for organizing and administering training functions as part of his regular duties. When justified by size, number of activities and/or geographical dispersion, a full-time Training Coordinator position may be established upon approval by the Commander, AAFES.

**5-19. Training benefits and allowances.** Participation in training does not affect the eligibility of the employee for benefits and allowances to which he is otherwise entitled by virtue of his employment status as defined in section II, chapter 2, except as specified below.

*a.* Employees whose personnel actions identify them as trainees participating in the Management Trainee Program or the College Trainee Program will be paid trainee allowances in lieu of full per diem when assigned for training at a location other than that of the place of residence (for new hires) or official duty station (for trainees selected from current employees) at the time of such assignment.

*b.* Trainee allowances will not be paid if the employee is assigned for training at the location of his place of residence or official duty station.

*c.* Trainee allowances authorized in *a* above will be paid for the following periods:

(1) From the date of arrival at the training location, the lesser of 60 days or the period of occupancy of temporary quarters. A new period of payment will begin if the trainee is relocated to a different training location that necessitates a move.

(2) From the date of first assignment in other than a training capacity at a location which necessitates a move, the lesser of 30 days or the period of occupancy of temporary quarters at the first assignment location. In all cases, the employee's first assignment in other than a training capacity will be the first official duty station for purposes of determining travel and transportation benefits.

*d.* The amount of the trainee allowance for each calendar day will be as follows for trainees in the Management Trainee Program and for the College Trainee Program:

(1) For trainees accompanied by dependents, three-fourths of the applicable per diem rate.

(2) For trainees without or not accompanied by dependents, one-half of the applicable per diem rate.

e. Movement of household goods and dependents to the location of the training assignment may be authorized under conditions prescribed by the Commander, AAFES.

f. During periods of appointment processing and orientation at Headquarters, AAFES or an exchange region, trainees will be paid applicable per diem allowances, rather than trainee allowances, subject to their eligibility for per diem. Per diem allowance will also be paid, rather than trainee allowance, during travel to the location of the training assignment.

g. Per diem allowance and trainee allowance will be paid simultaneously during periods of temporary duty travel from the training location to locations other than the place of residence or official duty station when the trainee's expenses for quarters at the training location continue during the period of temporary duty travel.

**5-20. Assignment of trainees.** a. An employee who has successfully completed training under the Management Trainee Program will be assigned to the job for which he has been trained, unless AAFES personnel requirements necessitate assignment to a different job for which the employee is qualified. Assignment will be at a grade which provides a base salary not less than that earned during the training period.

b. An employee who has successfully completed training under the College Trainee Program will be assigned to an appropriate job. Assignment will be at a grade which provides a

base salary not less than that earned during the training period.

c. Assignment and reassignment of employees who complete other training programs defined in paragraph 5-16 will be based on AAFES personnel requirements.

**5-21. Unsuccessful participation in training.**

a. Failure of a newlyhired employee in the Management Trainee Program or the College Trainee Program to make satisfactory progress toward completion of the program will be grounds for separation during probationary period, upon approval by the Commander, AAFES.

b. An employee selected from an AAFES assignment for participation in the Management Trainee Program or the College Trainee Program who fails to make satisfactory progress toward completion of the program will be returned to his former position or offered a similar position of the same grade at the same or another location. However, this is not to be construed as precluding other more suitable action, such as demotion or separation, when justified under the appropriate paragraphs of this regulation.

c. If an employee fails to complete satisfactorily a course for which tuition assistance has been approved—

(1) The approval for tuition assistance will be withdrawn. Any advance received must be repaid to AAFES.

(2) The employee will not be eligible for further tuition assistance unless approved by the Commander, AAFES.

d. Employees who are separated based upon resignation (para 3-20) must repay to AAFES any tuition assistance received during the 12 months immediately preceding separation.

## Section V. INSURANCE AND RETIREMENT PROGRAM

**5-22. Types of programs.** AAFES employee benefit programs include group insurance, retirement annuity benefits, workmen's compensation and related programs. AAFES employees are also entitled to benefits under Federal programs.

**5-23. Eligibility for employee participation.** a. *Group insurance.*

(1) A regular full-time employee is eligible, except as described in (2) below. Participation is optional with the employee. AAFES funds will not be expended for insurance pro-

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grams for eligible employees who do not elect to participate in the AAFES group insurance program.

(2) Any regular full-time employee assigned outside of the 50 states and the District of Columbia is eligible only if he is a United States citizen, United States national, or a permanent resident of the United States.

(3) Dependents who may be included under group insurance coverage are the spouse of an employee and an employee's unmarried children from 14 days of age to their 19th birthday. Also, unmarried children age 19 and over who are regularly attending school and depend solely upon the employee for support may be included as dependents until their 23d birthday. Effective 1 June 1968, continuation of coverage is permitted beyond age 19 for unmarried dependent children who are mentally or physically incapable of earning a livelihood.

(a) The word "children" includes an employee's own children, step-children, foster children and other children who depend on the employee for support and live with the employee in a regular parent-child relationship.

(b) No person may be eligible for benefits both as an employee and as a dependent or as a dependent of more than one employee.

(c) Dependents become eligible on the same date as the employee, or if acquired after the date the employee becomes eligible, on the date they first become eligible dependents.

#### *b. Retirement.*

(1) Each employee will become eligible upon appointment or conversion to regular full-time employment, except that if employed outside the 50 United States and the District of Columbia, the employee must be a United States

citizen, United States national, or a permanent resident of the United States.

(2) Participation of eligible employees is mandatory.

(3) Employees who are reinstated or rehired to regular full-time status after a break in eligibility may be authorized credit for previous periods in the retirement program in accordance with paragraphs 2-4 and 2-5.

#### *c. Federal programs.*

(1) AAFES employment qualifies eligible employees to receive social security benefits. The criteria for eligibility are set out in applicable United States statutes. Military part-time employees are not included in this coverage.

(2) Employees are eligible for Federal unemployment compensation under applicable state law.

(3) Employees are eligible for workmen's compensation benefits in accordance with the Longshoreman's and Harbor Worker's Compensation Act.

**5-24. Basis for benefits.** *a.* Insured employee benefits will be as prescribed and published by the Commander, AAFES.

*b.* Social security, unemployment compensation, and workmen's compensation benefits will be as provided by law.

**5-25. Administration responsibilities.** *a.* Details concerning the administration of programs referred to in this section will be published by the Commander, AAFES.

*b.* Individuals having authority to appoint personnel are responsible for orienting employees as to these programs, based on information contained in the directives of the Commander, AAFES.

## Section VI. LEAVE

**5-26. Vacation leave.** *a. Purpose.* Vacation leave is granted for the purposes of rest and relaxation, to maintain employee morale, and to attain maximum efficiency and productivity in the utilization of employees. Therefore, employees will be encouraged to take accrued vacation leave.

*b. Scope.* The provisions of vacation leave are applicable to all regular full-time employees assigned in the 50 states and the District of Columbia and to all regular full-time US citizens and US national employees worldwide who have been in a pay and duty status for 90 calendar days or more. Accumulations of vaca-

tion leave will be made retroactive from date of appointment in a regular full-time status and will be available for use any time after completion of 90 calendar days of service. Temporary full-time employees converted to regular full-time will be given retroactive accrual of leave for service in the temporary full-time status.

*c. Application for leave.*

(1) So far as possible, vacation leave will be granted to employees for the periods requested; however, the operating requirements of AAFES will have precedence. With two or more employees of the same section or activity request leave for the identical period at the same time, and the presence of one or more of these employees is essential to the efficient and continued operation of the section or activity, the employee who is senior in exchange service will be given preference for the period requested.

(2) In order that all eligible employees receive fair and equal consideration in the grant of vacation leave, charts of scheduled leave will be maintained. Employees will indicate their desire for leave on these charts. This will not preclude an employee from requesting leave on other dates or asking for leave on shorter notice; however, employees who specify desired periods on the leave charts will be given preference for the periods requested.

(3) Each employee must apply for approval of leave. Applications should be submitted well before the requested period when the employee needs firm dates. Applications for vacation leave will be considered promptly and will be approved in advance of granting leave. Approval may be withdrawn only in case of operational need.

*d. Grant of vacation leave.*

(1) Vacation leave will be granted for those periods within the employee's regular scheduled workweek not to exceed 40 hours and will be compensated for at straight time rates. Advance payment for vacation leave will be authorized when the employee will be on leave 5 working days or longer and will be on leave on the normally scheduled payday.

(2) Vacation leave will not be granted in units of less than 1 hour, except where an employee's regular scheduled workday includes a fraction of an hour and he is granted leave for a full day.

(3) Employees will not be granted vacation leave in excess of amount accumulated. (However, in appropriate cases, they may be granted leave without pay.)

*e. Vacation leave accrual rates.*

(1) Vacation leave will accrue as follows:

(a) Employees with less than 3 years of service will accrue 5 percent of the total regular hours worked excluding overtime hours.

(b) Employees with 3 years but less than 15 years of service will accrue 7 1/2 percent of the total regular hours worked (excluding overtime), except that for the final bi-weekly period of the fiscal year, it will accrue at a rate of 12 1/2 percent.

(c) Employees with more than 15 years of service will accrue 10 percent of the total regular hours worked (excluding overtime).

(2) Vacation leave accrued while on sick or vacation leave is only credited to the employee's account after his return to a pay and duty (on-the-job) status.

(3) Employees will be given a statement of their accrued leave at least twice each fiscal year.

*f. Maximum accrual.*

(1) Employees administered under the universal salary plan and who have accepted the conditions of mobility may not have more than 360 hours of accrued leave at the end of the last pay period of the fiscal year.

(2) Employees not included in (1) above may not have more than 240 hours of accrued leave at the end of the final pay period of the fiscal year.

(3) Employees with accrued leave in excess of the limits specified above at the end of the last complete payroll period in the fiscal year will lose the excess.

*g. Pay in lieu of leave.*

(1) Employees whose maximum accrual changes from 360 hours to 240 hours will be

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paid for any accruals in excess of 240 hours, but not exceeding 360 hours (a maximum of 120 hours). Payment will be made at the rate of pay which is appropriate immediately prior to the change.

(2) Employees who have accrued leave of the time of separation or conversion to an employment category other than regular full-time will be paid for all accrued leave, not to exceed 360 hours or 240 hours as applicable. (See also para 5-31b(4)).

*h. Service for determination of leave accrual rate.*

(1) Service for this purpose includes:

(a) Service as a regular full-time AA-FES employee, periods of temporary full-time employment converted to regular full-time employment.

(b) All periods of active military service in any branch of the Armed Forces of the United States except as follows: Service of retired members is creditable only for periods served during war time or during any campaign or expedition for which a campaign badge has been authorized and to which the retired member is entitled based on actual participation except that all active duty service will be creditable if separation is based upon disability resulting from injury or disease received in line of duty as a direct result of armed conflict, or caused by an instrumentality of war and incurred in the line of duty during a period of war.

(c) Active service after 30 June 1960 in the regular corps or reserve corps of the Public Health Service of the United States and after 30 June 1961 as a commissioned officer of the Environmental Science Services Administration (Coast and Geodetic Survey).

(2) In determining the rate of accrual, double credit for civilian and military service performed at the same time will not be given.

(3) Nonduty time while in the Reserve components specified in (1) (b) and (c) above or while in the Army or Air National Guard is not creditable.

(4) Fractional parts of months will be included in determining length of service. How-

ever, only complete months will be counted in the total length of service computation.

**5-27. Sick leave.** *a. Purpose.* Sick leave is granted to allow employees to avoid financial hardship due to absence from work due to illness or injury.

*b. Scope.* The provisions of sick leave are applicable to regular full-time employees assigned in the 50 states and the District of Columbia and all regular full-time US citizens and US national employees worldwide who have been in a pay and duty status for 90 calendar days or more. Accumulations of sick leave will be retroactive to the date of appointment to regular full-time status and will be available for use at the beginning of the first payroll period following completion of 90 days of service.

*c. Sick leave accruals.*

(1) Sick leave will accrue at a rate of 5 percent of the total straight time worked.

(2) Sick leave accrued while on vacation or sick leave is credited to the employee's account only after his return to a pay and duty (on-the-job) status.

(3) Sick leave credits will be canceled for a regular full-time employee converted to any other category. (If an employee is reinstated to regular full-time employment within 90 days of his conversion, sick leave accruals will be recredited to his account.)

(4) Sick leave accrual in the account of an employee entering leave without pay under paragraph 5-31a(3) and (4) will be recrated upon return to pay and duty (on-the-job) status.

*d. Application for sick leave.*

(1) Employees absent because of sickness or injury must notify their supervisors as early as practicable on the first day of that absence or as soon thereafter as possible. When the situation permits, application for sick leave for medical, dental, and optical examinations or treatment will be submitted and approved in advance.

(2) When an employee is absent for illness or injury for 3 or more consecutive work-

days, the application for sick leave must be supported by a medical certificate. When an employee is on sick leave more than 2 weeks (except for pregnancy and confinement), the employee will be required to present a medical certificate not less frequently than once every 2 weeks. When a certificate cannot reasonably be obtained, a certificate by the employee relating the facts of the illness may be accepted. Medical certificates for periods of sick leave less than 3 days may be required upon specific approval by the second line supervisor.

*e. Grant of sick leave.*

(1) Sick leave will be granted for periods within the employee's regularly scheduled workweek, not to exceed 40 hours and, except as provided below, will be compensated for at the employee's hourly base salary.

(2) Sick leave will be granted in the following circumstances only:

(a) When sickness, injury, or pregnancy and confinement prevent the employee from performing his duties.

(b) When medical, dental, or optical examination or treatment is required.

(c) When a member of the employee's household has a contagious disease ordinarily subject to quarantine and which might endanger the health of others with whom the employee works.

(3) Sick leave will not be granted in units of less than 1 hour, except where an employee's regular scheduled workday includes a fraction of an hour and he is granted sick leave for a full day.

(4) When an employee is absent due to sickness or injury for an extended period, and all accrued sick leave is exhausted, the remainder of the absence will be treated as vacation leave until exhausted and then as leave without pay except as otherwise authorized under *g* below.

(5) Sickness occurring during a period of vacation leave may be charged to sick leave and the charge against vacation leave reduced accordingly, provided the duration of the illness is at least 3 consecutive days and the application for sick leave is supported by medical certificate.

(6) For employees covered by workmen's compensation insurance, accrued sick leave payment will be as follows:

(a) Employees absent as a result of an illness or injury covered by workmen's compensation insurance will be granted accrued sick leave payments in an amount which, when added to compensation benefits, equals the employee's base salary.

(b) When payment of workmen's compensation benefits is delayed, the employee may be authorized the payment of accrued sick leave up to an amount not exceeding his base salary. Upon payment of compensation benefits, an amount equal to the amount granted under those benefits will be refunded to AAFES. The employee's sick leave account will be recrated with the number of hours equivalent to the amount returned. If sick leave is exhausted and vacation leave is paid in lieu of sick leave, the vacation leave will first be credited in full and the balance credited to sick leave.

(7) Employees who are to be separated for disability will be retained in a sick leave status until their mandatory retirement date or until all sick leave has been exhausted, whichever occurs first, in accordance with paragraph 3-15d.

(8) All unused sick leave will be canceled when employment with AAFES is terminated. No lump sum payment of sick leave will be made.

*f. Recurring sick leave.*

(1) Sick leave is intended to be used only as necessary.

(2) Misuse of sick leave is a proper basis for disciplinary action.

(3) Since frequent absences affect an employee's potential as an AAFES employee, the frequency of sick leave taken may properly be considered in connection with any personnel action.

(4) Chronic use of sick leave on an intermittent basis may be considered in determining whether the employee meets the continuing requirement of satisfactory physical condition (para 3-18d).

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*g. Advance Sick leave.*

(1) In cases of sickness where an employee is known to be ill or injured, advance sick leave may be granted by the authorities designated by the Commander, AAFES, when accrued sick and vacation leave have been exhausted.

(2) The amount of advance sick leave to an employee's account may not exceed a maximum of 240 hours and will be granted only under the following circumstances:

(a) Where it is known that an employee is to be retired or where it is anticipated that he is to be separated, the total advance may not exceed an amount which can be liquidated by subsequent accrual prior to the separation.

(b) There must be a reasonable assurance that the employee will return to duty.

**5-28. Emergency leave.** a. Emergency leave may be granted to employees assigned outside of CONUS in cases of emergency such as serious injury, illness, or death in the employee's family.

b. The period of emergency leave, including travel time, will be charged to—

(1) Vacation leave, if available. If the employee has no accrued vacation leave, he may be authorized advance vacation leave up to 10 days.

(2) Leave without pay, if no vacation leave is available.

c. Subject to conditions prescribed by the Commander, AAFES, US citizen and US national regular full-time employees assigned outside of CONUS who have signed an agreement in accordance with paragraph 4-31 and/or their adult dependents will be authorized space available Military Airlift Command (MAC) transportation to and from the United States. Where MAC transportation would unduly delay the employee or dependent, the use of less than first class commercial air transportation may be authorized. All transportation other than port-to-port transportation will be at the employee's expense.

d. Red Cross confirmation of the emergency

will normally be secured prior to approval of emergency leave.

**5-29. Administrative leave.** a. Administrative leave will be ~~approved~~ for the reasons set out in b below and may be approved for other reasons. Administrative leave is treated as time worked for all purposes except that the employee is excused from his regular assigned duties.

(\*) b. Administrative leave will be granted to an employee in connection with—

(1) A death in the employee's immediate family or household.

(2) Brief periods of absence or tardiness due to circumstances beyond the employee's control.

(3) Blood donations for which the employee is not paid.

(4) Registration with or required appearance before the employee's draft board.

(5) Voting in governmental elections.

(6) Fulfillment of administrative responsibilities in connection with a nonlocal transfer or separation.

(7) Serving on a jury or as a witness in the employee's official capacity as an AAFES employee, serving as a witness in behalf of AAFES and/or the United States, or serving on a jury. (Any fee received for other than transportation and allowance for subsistence will be turned over to AAFES, except to the extent the fee exceeds the employee's base salary and except to the extent that the fee is for service during hours when the employee is not regularly scheduled to work.)

(\*) (8) Separation or ~~investigation~~ when allowing the employee to continue working would be dangerous to life or property or otherwise inconsistent with fulfillment of the AAFES mission. Administrative leave in connection with an investigation will not exceed 30 days, after which the employee will be placed in a vacation leave status until his accrued vacation leave is exhausted, at which time he will be returned to a duty status with pay pending further action. If the employee is exonerated, vacation leave utilized will be re-credited to the employee's account.

(9) Flood, severe storm, civil disturbance, etc., and a decision is made that the employee will not be required to work.

**5-30. Military leave with pay.** *a. Purpose.* Military leave with pay is administrative leave granted to employees who are required to absent themselves from work for military training in the US Armed Forces.

*b. Scope.* These provisions are applicable to regular full-time employees.

*c. Grant of military leave with pay.*

(1) A maximum of 15 days military leave without charge to vacation leave or loss of pay in any 1 calendar year will be granted to members of the following groups under the conditions described:

(a) Members of the Reserve components of the Armed Forces when ordered to active duty for training.

(b) Members of the National Guard, other than the National Guard of the District of Columbia, when duly ordered for field or coast defense training.

(2) Members of the National Guard of the District of Columbia when duly ordered for parade or encampment duty will be granted military leave with pay for all days of that duty.

(3) In computing the 15 days allowed for military leave, nonworkdays falling within the military tour of duty will be charged; however, nonworkdays at the beginning or end of the military tour are not charged. Where the military leave is exhausted, the employee may be granted vacation leave. If, because of sickness or injury, a reservist's active duty orders are extended beyond the initial period of military leave, available sick and vacation leave may be granted.

**5-31. Leave without pay.** *a. Leave without pay will be utilized in order to avoid a break in employment under the following circumstances:*

(1) Where there is insufficient accrued leave and the employee is authorized to be absent from work or is absent because of prolonged illness or injury.

(2) As a result of suspension.

(3) When an employee leaves AAFES to go on active military duty (para 2-4c).

(4) Upon the employee's request for reasons acceptable to AAFES.

*b. Leave without pay is subject to the following restrictions:*

(1) Leave without pay will not be granted for a period exceeding 1 year, except in connection with *a(3)* above or upon approval of the Commander, AAFES.

(2) Before leave without pay is granted for illness or injury, accrued sick and vacation leave, in that order, will first be exhausted.

(3) An employee placed on suspension pursuant to paragraph 3-6 is considered in a nonpay, nonduty status for the duration of the suspension period, and will not be granted leave as a substitute.

(4) An employee placed in LWOP under *a(3)* above, may be paid for accumulated and current accrued vacation leave in a lump sum or elect to retain his annual leave balance to his credit.

*c. An employee on leave without pay (except *a(3)* above) may be separated in the same manner and for the same reasons as though he were in a pay and duty status.*

*d. Creditable service toward completion of the waiting period for within grade step advancement will include any periods of leave without pay up to the maximum periods specified below:*

*(1) HPP employees.*

(a) Two weeks in the waiting period for advancement to steps 2 and 3 of four-step wage schedules, and to steps 2, 3, 4, and 5 of six-step wage schedules.

(b) Four weeks in the waiting period for advancement to step 4 of four-step wage schedules and to step 6 of six-step wage schedules.

*(2) USP employees.*

(a) Two weeks in the waiting period for advancement to steps 2, 3, and 4.

(b) Four weeks in the waiting period for advancement to steps 5, 6, and 7.

(c) Six weeks in the waiting period for advancement to steps 8, 9, and 10.

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e. Employees returning to pay and duty status after a continuous leave without pay period of more than 52 calendar weeks will begin a new waiting period for within grade step increase (except as provided in a(3) above).

f. Any period of leave without pay in the grade, step, and salary from which demoted nonjudicially will be creditable toward eligibility requirement of two continuous years' service for salary retention (see also para 4-8).

g. When leave without pay is granted, or can reasonably be anticipated, under the circumstances outlined in a(1) above, an employee retains the right to immediate return to duty in his former position and grade as follows:

(1) The period of absence (i.e., sick leave, vacation leave, leave without pay) during which the employee retains the right to immediate return to duty will not exceed a total of 180 calendar days or 90 calendar days leave without pay, whichever is less.

(2) Upon expiration of the period described in (1) above, the employee no longer has the right to immediate return to duty in his former position and grade. When the employee is again fit to work, action will be taken in the order listed below without unreasonable delay.

(a) Assign the employee to his former position, if available.

(b) Transfer the employee laterally (local transfer except for mobile USP employees who are eligible for nonlocal transfer).

(c) Offer a downgrade transfer (unless the employee holds a personal grade in accordance with para 4-9). No notice of downgrade is required.

(d) Separate the employee under the provisions of this paragraph (unless the employee is an EMP employee or a mobile USP employee). No notice period is required.

(3) During the period described in (1) above, the position, if it is to be filled, may be filled by detail or by temporary part-time or temporary full-time employees. Upon expiration of this period the position may be filled on a regular basis since the absent employee then no longer has the right to immediate return to duty in the former position and grade.

(4) This policy does not apply to employees who are granted leave without pay while still serving in the probationary period, to employees on maternity leave (para 5-34), or to employees granted leave without pay under a(2), (3) and (4) above.

h. Upon expiration of the period described in b(1) above, employee may be separated without notice. The effective date of separation will be the last day the employee was on the job. The employee will be provided a copy of the personnel action effecting his separation.

**5-32. Absence without leave (AWOL).** a. Absence without leave will be appropriately recorded in the employee's pay record for any period of absence for which—

(1) Advance authorization for leave was not obtained, except where it is determined that the absence without securing advanced approval was excusable because of circumstances which rendered prior application therefor impracticable.

(2) An employee's request for leave has been officially denied, or;

(3) An employee fails to return to duty from leave status and fails to inform proper authority of his intention.

b. Employees properly recorded as AWOL are not entitled to compensation for such periods of absence and may be separated for cause under the provisions of paragraph 3-8.

c. Employees whose absence without leave exceeds 7 days may be separated for abandonment of position (para 3-21).

**5-33. Travel and leave to the United States (TALUS).** a. *General.* Under conditions prescribed by the Commander, AAFES, all employees assigned to an official duty station located outside CONUS who are eligible as employees to execute an agreement in accordance with paragraph 4-31 will be authorized travel and leave to their place of actual residence. Travel by Military Airlift Command (MAC) transportation to and from CONUS is authorized. Employees who have resigned or who have received notice of proposed separation or notice of separation will not be granted

TALUS. Employees who have been alerted for or notified of nonlocal transfer will not be granted TALUS unless the nonlocal transfer is to another official duty station outside CONUS and the employee is otherwise eligible for TALUS. An employee may be granted TALUS up to 60 days prior to completion of the periods of service required to establish TALUS eligibility. The provisions of this paragraph will also apply to an employee hired in a foreign or nonforeign area for assignment to an oversea official duty station in a different geographic locality (country) from that in which the employee's actual place of residence is located. In such cases, travel to and from the actual place of residence is authorized.

*b. Leave time.*

(1) Employees will be considered in a pay and duty status not chargeable to vacation leave while traveling to and from their places of actual residence by the most direct route.

(2) Employees normally will be granted a minimum of 30 calendar days from date of arrival at place of actual residence to date of departure from place of actual residence, except that upon request by the employee, for reasons which are acceptable to the OES commander, the period may be reduced to not less than 15 calendar days. The leave will be charged to vacation leave or to leave without pay if the employee has insufficient vacation leave.

**5-34. Maternity leave.** *a.* Pregnant employees will provide the supervisor with physician's certificate indicating—

- (1) Pregnancy.
- (2) Expected delivery date.
- (3) Type of work the employee may perform without danger to health.

*b.* Upon receipt of the physician's certificate, the supervisor with authority to separate the employee will determine whether she may be allowed to continue in her current job.

(1) If she is allowed to continue, she will present a physician's certificate (as above) upon request, but no less frequently than at monthly intervals. The determination to allow her to continue in her current job will be reviewed each month.

(2) If it is determined that she is not able to perform her current job, she may be locally transferred or detailed, then appropriate action in accordance with *c* below will be taken.

*c.* Upon determination that the employee will not be continued in a duty status, but in no event later than the end of the 7th month of pregnancy, the following actions will be taken:

(1) If the employee indicates in writing that she does not intend to return after delivery, or if the employee is other than a regular full-time employee, she will be separated for maternity (para 3-23). If the employee has not completed the probationary period, she will be separated during probation.

(2) If a regular full-time, employee indicates in writing that she intends to return to employment after delivery, she will—

(a) Be placed on sick leave until leave is exhausted; then

(b) On annual leave until leave is exhausted; then

(c) On leave without pay.

Employees normally are expected to return to work within 8 weeks of the delivery date (or other termination of pregnancy). The employee may be continued on sick or vacation leave or leave without pay for periods longer than 8 weeks up to a total of 3 months in cases where the employee is not able to work. The employee must submit a medical certificate for each 2-week period beyond 8 weeks during which the employee is absent from work. If the employee fails to return or fails to present required medical certificates, she will be separated for maternity.

*d.* If at any time the employee indicates in writing that she does not intend to return to AAFES employment, the employee will be separated for maternity.

*e.* Employees may request return to work after delivery (or other termination of pregnancy) upon presentation of a medical certificate of physical fitness for work. Action will be taken in the order listed below:

- (1) Return the employee to her former position, if available.

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- (2) Transfer (local) the employee laterally.
- (3) Offer a downgrade local transfer.
- (4) Separate the employee for maternity.

## APPENDIX

### NOTICE PERIODS AND EQUIVALENT RANK

1. the information in this appendix supplements the provisions set forth in the specific paragraph cited in table A-1.
2. In table A-1 time is stated in calendar days, including holidays. The number of days specified is that required prior to the next action or prior to the effective date of separation.
  - a. Computation of time—Notice of Proposed Separation. The day on which the employee receives the notice is not counted as part of the prescribed notice period and the notice of separation should not be issued until the day following the last day of the prescribed notice period. Additional days may be added to the notice of proposed separation period to accommodate unanticipated delays in delivery to the employee.
  - b. Computation of time—Notice of Separation. The day on which the employee receives the notice is not counted. The last day of the notice period is the effective date of separation, i.e., the action becomes effective as of the close of business on the last day of the notice of separation period.
  - c. If no time is indicated, no notice of proposed separation (or notice of separation, as appropriate) is required.
  - d. Separations should not be scheduled to become effective on a non-duty day. If the projected effective date of separation falls on a non-duty day, the separation should be scheduled to become effective as of the close of business on the following duty day.
3. Except where specified, the notice periods for all employees are the same.

Table A-1. Notice Periods

| <i>Type of separation</i>                            | <i>Notice of proposed separation</i>  | <i>Notice of separation</i> |
|--|---------------------------------------|-----------------------------|
| 1. AWOL (para 5-32b)                                 | 7                                     | 7                           |
| 2. Cause (para 3-11a)<br>(para 3-11b)                | 7<br>1*                               | 7<br>1*                     |
|  | *(but not less than one full workday) |                             |
| 3. Death (para 3-17)                                 | —                                     | —                           |
| 4. Declination of Transfer<br>(para 3-22)            | 15                                    | 30                          |
| 5. Disability (para 3-15)                            |                                       |                             |
| a. EMP employees<br>Over 15 years continuous service | 15                                    | 120                         |

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| <i>Type of separation</i>                                       | <i>Notice of proposed separation</i>                       | <i>Notice of separation</i> |
|---|--|-----------------------------|
| Over 10 years continuous service                                | 15   | 90                          |
| Over 5 years continuous service                                 | 15   | 60                          |
| 5 years or less continuous service                              | 15   | 30                          |
| b. Non-EMP USP employees with 1 year or more continuous service | 15   | 30                          |
| c. All other employees  | 15   | 15                          |
| 6. Disqualification (para 3-13)                                 | 15   | 15                          |
| 7. Expiration of agreed period (para 3-18)                      |  |                             |
| Temporary or under contract for 1 year or less                  | -  | -                           |
| Under contract for more than 1 year                             | 15   | 30                          |
| 8. Gross inefficiency (para 3-12)                               | 15   | 15                          |
| 9. LWOP (para 5-81h)  | -  | -                           |
| 10. Maternity (para 3-22)                                       | -  | -                           |
| 11. On-call employment (para 3-19)                              | -  | -                           |
| 12. Probationary period (para 3-14)                             |  |                             |
| a. USP employees  | -  | 15                          |
| b. All other employees  | -  | 7                           |
| 13. Reduction in force (para 3-16)                              | (as much as possible; not to exceed 90—minimum of 15 days) | (see item 5)                |
| 14. Refusal to accept downgrade (para 3-25b(2))                 | 15   | 30                          |
| 15. Resignation—Employee to give notice (para 3-20)             |  |                             |
| a. USP employees  | 30   | -                           |
| b. All other employees  | 15   | -                           |
| 16. Resignation—To avoid possible other action (para 3-20d)     | -  | -                           |
| 17. Retirement—Early (para 3-25a)                               |  |                             |
| a. Employee request   | 90   | -                           |

|     | <i>Type of separation</i>                     | <i>Notice of proposed separation</i> | <i>Notice of separation</i>        |
|-----|---|--------------------------------------|------------------------------------|
| 18. | b. AAFES approval as notice to employee       | -                                    | Normally 60, but see para 3-25a(3) |
| 19. | Retirement—EMP Early (para 3-25c)             | (same as item 5a)                    | (same as item 5a)                  |
|     | a. Employee gives notice                      | 90                                   | -                                  |
|     | b. AAFES gives notice (EMP only)              | 15                                   | 120                                |
| 20. | Retirement—Mandatory (para 3-24a(3) and 3-26) | 90                                   | -                                  |
|     | a. Employee gives notice                      | 215                                  | 150                                |
|     | b. AAFES gives notice                         | 15                                   | 80                                 |
| 21  | Unsatisfactory performance (para 3-10)        | 15                                   | 15                                 |
|     | a. USP employees                              |                                      |                                    |
|     | b. All other employees                        |                                      |                                    |

Table A-2. Equivalent Military Rank and Civilian Grade

| <i>Military rank</i> | <i>Classification Act grade</i> | <i>Universal Salary Plan grade</i> |
|----------------------|---------------------------------|------------------------------------|
| General              | GS-16-18                        | SR                                 |
| Colonel              | GS-15                           | USP-14A-15                         |
| Lt. Colonel          | GS-13-14                        | USP-12A-13-14                      |
| Major                | GS-12                           | USP-11A-12                         |
| Captain              | GS-10-11                        | USP-10-11                          |
| 1st Lt.              | GS-8-9                          | USP-8-9                            |
| 2nd Lt.              | GS-7                            | USP-7                              |
|                      | GS-6                            | USP-6                              |
|                      | GS-5                            | USP-5                              |

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