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Personnel

**PERSONNEL ADMINISTRATION OF MASTER
LABOR CONTRACT (MLC) AND INDIRECT
HIRE AGREEMENT (IHA) EMPLOYEES (PA)**

COMPLIANCE WITH THIS PUBLICATION IS MANDATORY

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This instruction implements AFD 36-1, *General Civilian Personnel Provisions and Authorities*. It provides managers and supervisors with instructions for administration of Master Labor Contract (MLC) and Indirect Hire Agreement (IHA) employees. It applies to all organizations serviced by the Fifth Air Force Civilian Personnel Flight (CPF) (5 AF/DP) or an Army and Air Force Exchange Service (AAFES) personnel office in Japan using MLC or IHA employees.

SUMMARY OF REVISIONS

Established new chapter, Types of Employment (**Chapter 3**) describes employment categories and explanation including Post Retirement Employee which replaced Special Permanent and Special Senior Employees. Added holidays (**Chapter 6**), Trial Period Leave, Parent's Memorial Leave, Bone Marrow Donor's Leave and Family Care Leave, Extension of Leave Without Pay period (**Chapter 9**). Revised Summer Leave provisions (**Chapter 9**), and special work allowance rates (**Attachment 3**). General administrative changes to improve clarity and readability (all Chapters). A bar (|) indicates revision from the previous edition.

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Chapter 1

GENERAL PROVISIONS

1.1. Explanation of MLC and IHA. The MLC and IHA are government-to-government agreements. They set forth the agreed terms concerning utilization of, and compensation for the services of, Japanese nationals employed by United States (US) Forces in Japan. The United States Government (USG) is represented by the Contracting Officer for the MLC; and for the IHA, by the IHA Administrator, Headquarters United States Forces, Japan (HQ USFJ). For both MLC and IHA, the Government of Japan (GOJ) is represented by the Director General, Defense Facilities Administration Agency (DFAA).

1.1.1. Appropriated fund employees are hired under the MLC. Nonappropriated fund (NAF) employees are hired under the IHA. The legal employer for MLC and IHA employees is the GOJ.

1.1.2. Full utilization and effective management of MLC and IHA employees are the responsibility of US Forces in Japan. Managers and immediate supervisors of MLC and IHA employees are responsible for day-to-day supervision, position management, direction, control, training, discipline, etc.

1.1.3. Day-to-day personnel administration and implementation of all personnel actions processed under MLC and IHA provisions are jointly conducted by the CPF and the cognizant labor management office (LMO).

1.2. Contracting Officer's Representatives (COR):

1.2.1. The civilian personnel officers (CPO) will designate their responsible CPF members as CORs for the MLC. Designation must be done judiciously. Send new designations and changes directly to the MLC Contracting Officer, by memorandum, with three copies of DD Form 577, **Signature Card**. The memorandum will itemize responsibilities of the designee. An information copy, without attachment, will be sent to the 5 AF Civilian Personnel Office (5 AF/DPC) (374th Mission Support Squadron Civilian Personnel Flight [374 MSS/DPC] serves concurrently as 5 AF/DPC).

1.2.2. CORs will act within the limits of authority specified in writing by the MLC Contracting Officer.

1.2.3. Direct communication between CORs and the MLC Contracting Officer is not authorized. Matters on administration of the MLC and Japanese employees will be sent to 5 AF/DPC (374 MSS/DPC).

Chapter 2

LABOR AND PERSONNEL RELATIONS WITH EMPLOYEE UNIONS OR GROUPS

2.1. Air Force (AF) Personnel Management Policy. It is a policy of AF personnel management to recognize the principle that an employee may join or refrain from joining an employee organization without interference, coercion, restraint, discrimination, or reprisal. This principle applies insofar as is consistent with applicable provisions of existing treaties, Status of Forces Agreement (SOFA), and contractual or other terms of employment.

2.2. Responsibilities of GOJ. As explained in paragraphs 1.1. and 1.1.1., the GOJ is the legal employer. The DFAA is the only authority responsible for the conduct of labor relations with the labor unions and for coordinating such matters with other GOJ offices. The MLC and IHA set forth the GOJ responsibilities on all labor relation issues and litigations before Japanese civil courts and administrative tribunals.

2.3. Responsibilities of Installation Commanders.

2.3.1. Since the provisions of the MLC and IHA can only be executed, interpreted, disputed, or revised by specifically authorized officials representing the USG and GOJ, installation commanders are limited in the extent to which they can entertain requests from the authorized GOJ representatives for resolution of locally generated disputes.

2.3.2. Such arrangements require installation commanders to act as the cognizant authorities in the conduct of their liaison relationships on matters requiring proper local labor relations. To ensure strict adherence to AF internal personnel management-employee relations principles and practices, the following guidance applies:

2.3.2.1. Installation commanders immediately submit to 5 AF/DPC (374 MSS/DPC) for necessary action and resolution such matters on local union activities that would lead to or are in violation of this instruction.

2.3.2.2. Installation commanders govern their command-employee relations and the conduct of their representatives with local government authorities, by observing that:

2.3.2.2.1. Employees have the right to organize, join, or refrain from joining any lawful labor union or other employee group without interference, coercion, restraint, discrimination, or reprisal. Installation commanders take no action which affects the rights of employees because of membership or nonmembership in any such group.

2.3.2.2.2. No single organized labor union or employee group is arbitrarily considered as representing the interests of all employees or given the right of exclusive representation. Representation is on behalf of the bona-fide members of the labor union or employee group.

2.3.2.2.3. Installation commanders' representatives are not a party to the collection of union dues, fines, or assessments on behalf of a labor union or employee group.

2.3.2.2.4. Complaints of individuals may be initiated only by the aggrieved person. Where specific remedial action personal to the individual is sought, even though there may be duplicate similar situations, the grievance procedures established in the MLC and IHA apply (see [Chapter 16](#)). Every effort should be made to resolve employee grievances promptly and equi-

tably so that such grievances do not become the basis for petitions or demands from labor unions or employee groups.

2.3.2.2.5. Japanese national labor union or other employee group activities are prohibited within installations. Such activities include, but are not limited to, labor rallies, demonstrations, celebrations, or political or general membership meetings or gatherings, whether formally or informally called or assembled. The display of banners, flags, placards, signs, emblems, etc., and wearing of badges, ribbons, armbands, headbands, etc., which are symbolic of, or which bear any inscription, symbol, or pictures of individuals, agencies, or activities of the USG or GOJ, or of any labor or political organization or movement is prohibited within installations, including lunch hours, recesses, and rest periods.

2.3.2.2.6. Printed or written material submitted by a labor union or employee group for posting on bulletin boards may be posted only at properly designated locations and only after the prior approval of the installation commander or authorized representative. Such publications must not contain propaganda against individuals, agencies, or activities of the USG or GOJ. Labor union or employee group information material must not be distributed within installations.

2.3.2.2.7. Regularly scheduled work hours, lunch hours, recesses, and rest periods must not be used for periodic or organized solicitation of membership, collection of dues, assessment of fees, or other funds for labor unions or other employee groups, within installations.

2.3.2.2.8. AF officials must not engage in direct negotiations with representatives of labor unions.

2.4. Submission of Union Handbills. CPFs forward a copy of each union handbill distributed at or near their installation to 5 AF/DPC (374 MSS/DPC). Forward such handbills on the date of distribution. Attach translations if translation services are immediately available.

Chapter 3

TYPES OF EMPLOYMENT

3.1. Terms Explained:

3.1.1. *Daily Employees*--Employment on a daily basis for work initially fixed at not exceeding one-month period.

3.1.2. *Limited Term Employees (LTE) for MLCs*--Applicable for a limited term work requirements only. Employment for a period not exceeding four months. A limited term appointment may be extended for a period not exceeding additional two months. Subsequent appointments may be authorized with a seven-day break in service.

3.1.3. *LTE for IHAs*--Applicable for a limited term work requirements only. Employment for a period not exceeding two months. A limited term appointment may be extended for a period not exceeding additional two months. Subsequent appointments may be authorized with a seven-day break in service.

3.1.4. *LTE for Child Care Leave Substitute*--Hiring a substitute for a period not exceeding one year in situation where an employee is on Child Care Leave (see [Chapter 9](#)) or Reduced Work Hours (see [Chapter 9](#)).

3.1.5. *LTE for Sick Leave Substitute*--Hiring a substitute for a period not exceeding one year and nine months in situation where an employee is on a long-term sick leave.

3.1.6. *Seasonal Employees for IHA*--Appointment for seasonal work for a period not exceeding four months.

3.1.7. *Hourly Pay Temporary (HPT) for IHA*--Hourly paid employment for not exceeding one year. Subsequent appointments may be effected with a break in service. This employment category applies only to IHAs.

3.1.8. *Post Retirement Employees (PRE)*--Appointment of persons over 60 years old for a period not exceeding one year. Persons age 60 or above will not be hired any other types of employment under MLC or IHA except HPT.

3.1.8.1. The purpose of PRE appointments is generally restricted as follows:

3.1.8.1.1. To provide employment for those who are not eligible to receive Japanese public pension.

3.1.8.1.1.1. Employees who are pension eligible may be rehired under PRE for an additional year if the duty requirements of a position is very unique or special and there is no replacement readily available. No future subsequent rehire of the PRE is allowed except for the cases described under paragraph 3.1.8.1.4.

3.1.8.1.2. Training of replacements.

3.1.8.1.3. Completing special short term projects or work requirements for which the special skills and knowledge of the PRE are especially needed to accomplish the mission. 3.1.8.1.4. Substituting employees who are on an extended leave such as sick leave, child care leave, etc (LTE appointments should be considered first).

3.1.8.2. For PRE appointment, supervisors will:

3.1.8.2.1. Submit justification and replacement training plan to CPF as necessary for PRE for approval.

3.1.8.2.2. If PRE appointment is for the purpose described under paragraph [3.1.8.1.1](#), and supervisor approves it, the appointment request will be processed automatically.

3.1.8.2.3. If PRE appointment is for the purpose of training replacement, then the supervisor will submit a training plan to CPF as prescribed under paragraphs [15.4.2.5](#) or [15.4.11.3.4](#).

3.1.8.3. The approving official for PRE appointment is the CPO or appropriate COR.

3.1.8.3.1. For a PRE appointment, the approving officials will carefully review if justification meets the above restrictions.

3.1.9. *Permanent Employees*--Employees other than those above listed temporary employees who are assigned to a position for an indefinite time period.

3.1.10. *Trial Period Employees*--Employees who are hired for permanent employment must work initially on a six-month trial bases. The supervisors may request CPF to consider changing the length of trial period.

Chapter 4

PERSONNEL ACTION REQUESTS (PAR)

4.1. Use of USFJ Form 11EJ, Personnel Action Request/Official Notification of IHA Personnel Action (PA), for MLC employees. Use the USFJ Form 11EJ to submit PARs for MLC employees. **Table 4.1.** through **Table 4.3.** show types of PARs and the number of copies to be submitted to the CPF.

4.1.1. CPFs:

- 4.1.1.1. Assist supervisors in taking personnel actions and provide advice.
- 4.1.1.2. Approve or disapprove PARs.
- 4.1.1.3. Furnish an advance copy of each PAR to the MLC payroll element.
- 4.1.1.4. Forward PARs to the LMO for final action.
- 4.1.1.5. Return approved or disapproved PARs to supervisors through channels.
- 4.1.1.6. Forward one copy of approved or disapproved PARs to 5 AF/DPC.

4.1.2. Supervisors:

- 4.1.2.1. Indicate the specific action requested and the reasons for it in block 15 of the USFJ Form 11EJ.
- 4.1.2.2. If the PAR is for the establishment of a new position or the review of an existing one (including the establishment or review of language needs), ask the position classifier to check the job definition manual to see if there is a job definition which fits the position.
- 4.1.2.3. Indicate the functional code and Air Force Specialty Code (AFSC) in PARs for appointments or position changes (as shown in **Table 4.1.**).
- 4.1.2.4. Submit PARs for mass transfers and mass reassignments with a list of employees concerned. If these actions are as a result of an organization redesignation, attach one copy of the authority or include the reason in block 15 of the form.
- 4.1.2.5. Ensure the action requested is not taken until approved by the CPF.
- 4.1.2.6. Indicate the proposed effective date of the action in block 5 of the form.
- 4.1.2.7. Attach appropriate backup documentation to the PAR. Examples: A death certificate, a medical certificate for insanity, and a copy of the family register indicating a change in the name.
- 4.1.2.8. If the position is sensitive, indicate its sensitivity information in block 15 of the form.
- 4.1.2.9. Submit PARs through the commander, staff agency chief, or a delegated administrative officer, to the CPF. Keep one copy for suspense.
- 4.1.2.10. Keep returned approved or disapproved PARs in the employees' records.

4.2. Use of USFJ Form 11EJ for IHA employees. Use the USFJ Form 11EJ to submit PARs for IHA employees (six copies to the CPF).

4.2.1. CPFs:

4.2.1.1. Assist supervisors in taking personnel actions and provide advice.

4.2.1.2. Approve or disapprove PARs.

4.2.1.3. File the original copy of the USFJ Form 11EJ in the employee's official personnel folder and forward a copy to the IHA payroll element.

4.2.2. Supervisors:

4.2.2.1. Indicate the specific action requested and the reasons for it in block 15 of the USFJ Form 11EJ.

4.2.2.2. If the PAR is to establish a new position, review of an existing position, and establish or review of language requirement, include documentation reflecting tasks assigned and changes to the position, if any.

4.2.2.3. Submit PARs for mass changes with a list of employees concerned. If these actions are as a result of an organization redesignation, attach one copy of the authority or include the reason in block 15 of the form.

4.2.2.4. Indicate the specific effective date of the action in block 5 of the form. Ensure the action requested is not taken until approved by the CPF.

4.2.2.5. Attach appropriate backup documentation to the PAR. Examples: A death certificate, a medical certificate for insanity, and a copy of the family register indicating a change in the name.

4.2.2.6. Forward PARs to the CPF.

4.2.2.7. Keep returned approved or disapproved PARs in the employees' records.

Table 4.1. MLC PARs for Appointments and Position Changes.

R U L E	A	B
	If a PAR is for	then submit it to the CPF in
1	establishment (to establish a new position) (paragraph 4.1.2.2.)	seven copies
2	review (to review classification of a position or review a need for language allowance) (paragraph 4.1.2.2.)	
3	appointment (to fill a vacant position)	
4	promotion	
5	change to lower grade	
6	transfer (to move an employee from one USFJ installation or one competitive area to another)	
7	mass reassignment or mass transfer (paragraph 4.1.2.4.)	
8	permanent employment (to change an employee from limited term or special term employment)	six copies
9	reassignment (to change a job title or job number without a change of grade within the same basic wage table [BWT])	
10	change to different BWT	
11	change from IHA	

Table 4.2. MLC PARs for Separations.

R U L E	A	B
	If a PAR is for	then submit it to the CPF in
1	termination (see <i>NOTE</i>) (Chapter 15)	nine copies
2	resignation	
3	resignation (age 55 or over with 15 years or more continuous service - proposed by the employee and agreed to by the supervisor)	
4	reduction-in-force (RIF)	
5	removal (because of security risk or disciplinary action)	
6	special separation (at age 59)	

NOTE: Nine possible reasons for termination are: (1) disqualification, (2) disability, (3) incapacity for duty, (4) insanity (paragraph 4.1.2.7.), (5) death (paragraph 4.1.2.7.), (6) advance age (for employees who have reached their 60th birthday), (7) age 55 or over with 15 years or more continuous service (proposed by the supervisor and agreed to by the employee), (8) post retirement employee, and (9) expiration of employment term.

Table 4.3. MLC PARs for Allowance and Miscellaneous Actions.

R U L E	A	B
	If a PAR is for	then submit it to the CPF in
1	suspension	six copies
2	language allowance test	
3	leave without pay status (on expiration of 90 days' sick leave)	
4	return to duty status (on complete recovery from leave without pay status)	
5	name change (paragraph 4.1.2.7.)	
6	extension (for limited term appointment)	
7	correction (to amend or cancel a previous PAR)	
8	AFSC or functional code change (mass action may be used)	

Chapter 5

POSITION CLASSIFICATION

5.1. Terms Explained:

5.1.1. *Job Definitions*--Classification guides used to evaluate the duties and responsibilities of USFJ positions. These guides are published in the Job Definition Manual (Appendix I to the MLC) and the USFJ IHA Job Definition Manual (Appendix I to the IHA).

5.1.2. *Task List*--An actual statement of the major duties, responsibilities, and supervisory relationship assigned to a position. DD Form 2030, **Activity/Task List**, is the official form for this purpose. A computer-generated facsimile is also acceptable.

5.1.3. *Site Audit*--A review by a CPF staff member of the duties and responsibilities normally assigned to the employee. When possible, examples of actual work accomplished are observed during the site audit.

5.1.4. *Supervisor*--A civilian or military person who accomplishes work through the supervision of other employees and meets at least the minimum requirements for coverage under the MLC or IHA. Working Leaders (Foreman A) are not considered to be supervisors for the purpose of this chapter.

5.2. Supervisory Participation. Supervisors participate in the Classification and Position Management Program to ensure maximum functional effectiveness.

5.3. System for Classifying Positions. Positions are classified by matching the assigned duties and responsibilities described in the task list with the job definitions in the MLC or IHA Job Definition Manual, which most closely fit the total job. The authorities used in deciding the proper title, BWT, job number, grade, and language allowance degree (LAD) are the MLC and IHA.

5.4. Program Responsibilities. Responsibilities for classification and position management are shared among the CPF, commanders, and staff agency chiefs.

5.4.1. CPFs:

5.4.1.1. Assist management in establishing new positions.

5.4.1.2. Review and authenticate changes to existing positions.

5.4.1.3. Provide supervisors with appropriate guidance, advice, and assistance concerning classification and position management.

5.4.1.4. Plan, develop, and implement a training program for supervisors (paragraph 5.5.).

5.4.1.5. Conduct periodic staff assistance reviews and program evaluations.

5.4.1.6. Inform supervisors on what position or personnel actions are required as a result of individual or organizational classification reviews.

5.4.1.7. Review PARs submitted per 5.4.2.1., before processing through the LMO. If a PAR is not properly prepared, return it with findings to the supervisor for resubmission.

5.4.2. Supervisors:

5.4.2.1. Promptly submit a PAR to establish a new position, report a change in a position, make changes required as a result of a site audit, or cancel a position.

5.4.2.2. Organize duties into positions so as to conform with the approved mission and manpower authorizations.

5.4.2.3. Make the most of position management and structuring techniques to achieve the best balance of economy and effectiveness (minimum use of higher-level positions and maximum use of lower-level positions). Coordinate with the CPF and servicing manpower office in conducting organizational and position management reviews.

5.4.2.4. Submit requests to the servicing manpower office to change AFSCs on the unit manpower document, implement realignment of positions to authorized work locations, report proposed organizational and structure changes, or establish or change supervisory positions.

5.4.2.5. Participate in training conducted by the CPF.

5.4.2.6. Inform employees of various aspects of the classification to include how classification grievances are processed, how changes in duties affect position classification, etc.

5.4.2.7. Maintain records per paragraphs [5.9](#) and [5.10](#).

5.4.2.8. When requested by the CPF, review positions under their supervision to ensure:

5.4.2.8.1. They are essential to the accomplishment of the mission and are economically and efficiently structured in terms of duties and responsibilities.

5.4.2.8.2. All necessary classification changes are made.

5.4.2.9. Forward a reply indicating concurrence or nonconcurrence with their findings on a PAR to the CPF within 10 workdays of receipt of the result of the position review.

5.4.3. Commanders and staff agency chiefs:

5.4.3.1. When requested by the CPF, have supervisors review all positions in the organization.

5.4.3.2. Ensure position reviews are conducted per paragraph [5.4.2.9](#).

5.5. Training for Supervisors. It is essential that all supervisors be thoroughly trained in the position classification principles and procedures as used in the MLC and IHA. To meet this goal, CPFs provide training to new supervisors of MLC and IHA employees.

5.6. Program Maintenance:

5.6.1. The maintenance of classification accuracy is a shared responsibility between management and CPF. The goal of the Japanese national classification program is to have accurately described and properly classified task lists for all positions.

5.6.2. CPFs conduct position reviews where necessary to maintain classification accuracy. During the reviews, classification specialists site audit as many positions as necessary and submit a written report of findings to those management officials directly concerned with the positions.

5.6.3. Supervisors review task lists of employees supervised and classification structure to determine if adjustments are needed. If the duties and responsibilities on the existing task list are significantly different from those assigned to and performed by an employee, the supervisor must develop an accu-

rate task list and organization chart. The supervisor certifies the accuracy of the revised task list by signing the appropriate block on the DD Form 2030. Submit the task list to the CPF with a PAR and cover memorandum stating the reasons for the change.

5.7. Establishing New Job Definitions. If the duties of an employee do not properly match any of the job definitions, the supervisor may request the CPF establish a new job definition. When it is clear that present definitions do not properly reflect the skills and qualifications required for recruiting, the CPF prepares a proposed definition, Japanese translation, and justification as described in [Attachment 2](#). Five double-spaced copies of the proposed definition with justification and one copy of the Japanese translation are forwarded to 5 AF/DPC (374 MSS/DPC).

5.8. CPF Records. CPFs maintain:

5.8.1. A complete file of authorized job definitions. When a classification review is completed, prepare an organizational chart. Indicate in the chart all established positions, to include the function code, AFSC, title, supervisory level, BWT, job definition number, grade, and LAD for each position.

5.8.2. Position review files consisting of memorandums indicating results of reviews and other pertinent information.

5.9. Supervisor's Records. Supervisors maintain:

5.9.1. An up-to-date organization chart.

5.9.2. Copies of current task lists for the positions he or she supervises.

5.9.3. A copy of the latest classification review report.

5.10. Resolving Disagreements. If a supervisor does not concur with a classification decision, he or she elevates the problem to the next higher level of management for resolution. Supervisory nonconcurrence with an action by the CPF does not delay the processing of other review actions. If the first level of management cannot resolve a classification question within 10 workdays the operating official forwards a memorandum indicating the reason for nonconcurrence to the CPO. The memorandum must include documentation which specifically addresses how, in the supervisor's opinion, the position fully meets the criteria in the job definition in question. The CPO forwards a reply to the operating official within 30 calendar days of receipt of the memorandum. The CPO's decision is final.

Chapter 6

HOLIDAYS, HOLIDAY PAY, AND OVERTIME PAY

6.1. Holidays:

6.1.1. The following days are holidays for MLC and IHA employees:

6.1.1.1. New Year--1 through 3 January.

6.1.1.2. Martin Luther King, Jr.'s Birthday--Third Monday in January.

6.1.1.3. President's Day--Third Monday in February.

6.1.1.4. Memorial Day--Last Monday in May.

6.1.1.5. Independence Day--4 July.

6.1.1.6. Labor Day--First Monday in September.

6.1.1.7. Columbus Day--Second Monday in October.

6.1.1.8. Veterans Day--11 November.

6.1.1.9. Thanksgiving--Fourth Thursday in November.

6.1.1.10. Christmas--25 December.

6.1.1.11. Year-End--29 through 31 December.

6.1.2. When a day or a part of a day is designated as a holiday for US citizen employees may also be designated as a holiday for MLC and IHA employees.

6.1.3. For employees whose work schedule is, Monday through Friday. If a holiday falls on Sunday, the following Monday is designated as a holiday; if a holiday falls on a Saturday, the preceding Friday is designated as a holiday.

6.1.4. For employees who work each Saturday or Sunday as their regularly scheduled workday. If a holiday falls on one of those days, that day is designated as the holiday.

6.1.5. For employees whose regularly scheduled rest days are other than Saturday or Sunday. If a holiday falls on their regularly scheduled rest day, that day will be observed as a holiday and the rest day will be temporarily changed to a different day. Such a change will be made in advance.

6.1.6. Provisions of paragraphs [6.1.3.](#) through [6.1.5.](#) do not apply for 30 December through 3 January.

6.2. Holiday Pay:

6.2.1. An employee who works on a holiday that falls within the regularly scheduled tour of duty is paid the premium rate for the hours that are actually worked. This pay is in addition to the regular pay.

6.2.2. An intermittent shift employee receives 1/24 of a holiday pay for each hour of a 24-hour shift worked.

6.2.3. An employee who works on a holiday that does not fall within the regularly scheduled tour of duty receives overtime pay.

6.3. Overtime Pay. Overtime pay is as shown in **Table 6.1**. It is paid on a monthly basis. A fraction of an hour remaining after monthly consolidation is computed as a full hour if it is 30 minutes or more; if it is less than 30 minutes, it is dropped.

6.3.1. Overtime pay is authorized only for work directed by the supervisor and hours actually worked.

6.4. Call-Back Overtime for MLC Employees. When an MLC employee is directed to work on a non-scheduled workday or at a time outside of, and unconnected with, the scheduled hours of work on a scheduled workday and actually reports, but the whole work or part of it is canceled, the employee is paid overtime pay as follows:

6.4.1. The employee reports to work but does not work at all or works less than 2 hours, he or she is paid for 2 hours.

6.4.2. The employee works 2 hours or more, he or she is paid for actual hours worked.

Table 6.1. Overtime Pay.

LINE	A	B
	Overtime Work Performed	Applicable Rate of Overtime Pay
1	Work performed on a designated rest day	135%
2	Work performed in excess of regularly scheduled work hours on a holiday	
3	Work performed on a non workday	
4	Work performed in excess of regularly scheduled work hours over the 40-hour work schedule	125%
5	Work performed in excess of 8 hours a day or the daily work schedule, whichever is longer	
6	Part-time employee's work performed up to 176 hours a month	100%

Chapter 7

WORK SCHEDULES

7.1. Workweeks and Workday Hours:

- 7.1.1. *Administrative Workweek*--Seven calendar days in a row, normally Sunday through Saturday.
- 7.1.2. *Intermittent Work*--A work schedule which calls for a standby tour of 24 hours on duty, followed by 24 hours off duty.
- 7.1.3. *Irregular Work*--A weekly work schedule which requires an employee to work more than 8 hours on a particular day or more than 48 hours in a particular week, but not more than the average of 48 hours per week for 4 weeks.
- 7.1.4. *Part-Time Work*--A work schedule of less than 40 hours per week.
- 7.1.5. *Regularly Scheduled Workday*--Normally 8 hours, excluding the recess period (paragraph 7.5.).
- 7.1.6. *Regularly Scheduled Workweek*--Not less than 40 hours, and not more than 48 hours with one or more rest days each week (paragraph 7.3.).
- 7.1.7. *Split Shift Work* (for IHA employees only)--The daily tour of duty specified in paragraph 7.1.3. or 7.1.5., to be completed within a period of 14 hours; for example, 1000 through 1400 and 1600 through 2000. Nonduty time during the 14-hour period is off-duty time without pay and the employee is not required to be at the duty post (1400 through 1600 in the above example).

7.2. Work Schedule:

- 7.2.1. Work schedules are established and changed by supervisors and approved by the CPF or AAFES personnel office. Management should notify affected employees of the proposed change and reasons for it as far in advance as possible so an orderly changeover can be made.
- 7.2.2. A new work schedule is normally effective on the first day of the month. A request for a work schedule change (**Figure 7.1.**) must be received by the CPF or AAFES personnel office at least 20 calendar days before the proposed effective date for MLC employees and 10 calendar days before the proposed effective date for IHA employees. This gives the CPF or AAFES personnel office the time necessary to coordinate with the LMO on the change and notify the requester of approval or disapproval before the effective date. A copy of the approved work schedule is posted in the office or shop.
- 7.2.3. When a work schedule needs to be changed for a short time due to an emergency or an abnormal situation, the requirement for advance submission does not apply. Submit each such change to the CPF or AAFES personnel office as soon as possible. Pending approval of the temporary work schedule, a supervisor may have the employees work the different hours by paying overtime, if necessary, as described in **Chapter 6** for the hours worked in excess of the current work schedule.
- 7.2.4. A new request for work schedule in excess of 40 hours a week shall not be approved.

7.3. Designated Rest Day. One day each week or 4 days each 4 weeks are designated as rest days. If 2 or more days off are provided in a week, one of them is designated as a rest day. Sunday is normally the rest day.

7.4. Rest Periods. A short rest period, not more than 15 minutes for each 4 hours of continuous work, may be granted during the tour of duty. Each employee is notified of the policy.

7.4.1. The supervisor should consider the following when granting a rest period:

7.4.1.1. Is the job a hazardous one or does it require the continual or considerable use of physical strength? If so, will the rest help the employee's health?

7.4.1.2. Will the rest eliminate fatigue and cut down on the accident rate?

7.4.1.3. Does the employee work in a confined space or area where normal physical activities are limited?

7.4.1.4. Will the rest improve work performance?

7.4.2. A rest period is not scheduled with a lunch break or at the start or end of the day.

7.4.3. A rest period is a part of the scheduled work hours for which pay is received.

7.5. Recess Period (Lunch Break):

7.5.1. Employees who work more than 6 but not more than 8 hours per day are authorized at least 45 minutes off-duty time. Employees who work more than 8 hours per day are authorized at least one hour off-duty time.

7.5.2. The lunch break is not a part of the scheduled workhours for which pay is received.

7.6. Non-Work Allowance. Employees are authorized non-work allowance (60% of regular wages) when they are not permitted to work due to USFJ reasons.

7.6.1. Non-work allowance is not authorized for mere work place closure due to down days for military personnel at an installation or lack of sufficient workload.

7.6.2. Except in emergency situations, all non-work allowance authorizations require CPF approval.

Figure 7.1. Format for Work Schedule Change Request.

(Date)						
MEMORANDUM FOR (CPF or AAFES Personnel Office)						
FROM: (Requesting Organization) Unit 5XXX APO AP 963XX-5XXX						
SUBJECT: Change in Work Schedule						
1. Request approval to change the work schedule as shown below effective (date) for the following employees:						
<table border="0"> <thead> <tr> <th style="text-align: left;"><u>Name of Employee</u></th> <th style="text-align: left;"><u>Job Title</u></th> <th style="text-align: left;"><u>BWT No., Job No., Grade</u></th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	<u>Name of Employee</u>	<u>Job Title</u>	<u>BWT No., Job No., Grade</u>			
<u>Name of Employee</u>	<u>Job Title</u>	<u>BWT No., Job No., Grade</u>				
2. Work schedule change:						
a. Workweek hours:						
b. Daily tour of duty:						
c. Recess period:						
d. Designated rest day:						
e. Workdays:						
3. Reason for change(s):						
(Signature Element of Requesting Official)						

Chapter 8

TEMPORARY PROMOTION AND DETAIL

8.1. Temporary Promotion. Temporary change of permanent employee to a higher graded position in the same BWT for a period of 30 days or more, but not to exceed one year (an exception may be made to cover for a period up to one year and nine months in situation where an employee is on an extended sick leave).

8.2. Detail. Temporary change of permanent employees to the same or lower grade position in the same BWT or any position in different BWT for a period of 30 days or more, but not to exceed one year (an exception may be made to cover for a period up to one year and nine months in situation where an employee is on an extended sick leave).

8.2.1. Rules for temporary promotion and detail.

8.2.1.1. Temporary promotion or detail action is limited to a position within the normal commuting distance. Normal commuting distance is approximately two hours.

8.2.1.2. Supervisors may direct detail.

8.2.1.3. Employees will acknowledge on USFJ Form 11EJ that he or she will return to his or her original position upon expiration and that base pay and other benefits will be readjusted accordingly.

8.3. Time and Attendance Record. The using unit prepares USFJ Form 34, **MLC Personnel Time and Attendance Record**, or USFJ Form 364, **IHA Personnel Time and Attendance Record**, as appropriate, for the employee on a temporary promotion or detail assignment and forwards it to the unit of permanent assignment for use in the preparation of the payroll.

8.4. Termination of Temporary Promotion and Detail Assignment. Supervisors must take termination of temporary promotion or termination of detail by submitting the USFJ Form 11EJ to CPF in order to end the temporary assignment.

Chapter 9

LEAVE AND ABSENCE

9.1. Submission of Leave Requests. Requests for leave are submitted on USFJ Form 23EJ, **Leave Application**.

9.1.1. Leave requests are submitted in an original only. However, an original and one copy are required when requesting a status change to either leave without pay after 90 days sick leave, pregnancy leave, or child-care leave. The original is attached to the time and attendance record and the duplicate is submitted to the CPF within 7 days of receipt.

9.1.2. Employees submit leave requests to the leave approving official as far in advance of the desired leave day(s) as possible. The leave approving official is normally the first-line supervisor (US citizen or Japanese) with full responsibility over the employee(s).

9.2. Annual Leave:

9.2.1. Annual leave is granted to employees as follows:

9.2.1.1. Full-time permanent employees:

9.2.1.1.1. Full-time employees who have been continuously employed as permanent employees from the previous year and are on the payroll on 1 January, acquire annual leave of twenty 8-hour workdays on 1 January.

9.2.1.1.2. Employees hired as full-time permanent employees during a calendar year are authorized annual leave at the rate of 20/12ths of a workday for the month of hire and for each of the remaining months of the calendar year. Fractions of less than one-half day are dropped and fractions of one-half day or more are considered as a full day.

9.2.1.2. Part-time permanent employees:

9.2.1.2.1. Part-time employees who have been continuously employed as permanent employees from the previous year and are on the payroll on 1 January, acquire on 1 January annual leave computed at the rate of 1 hour for each 13 hours of the regularly scheduled tour of duty that would be scheduled for them if they would be working until the end of the calendar year.

9.2.1.2.2. Employees who are hired as part-time permanent employees during a calendar year acquire annual leave at the rate of 1 hour for each 13 hours of a regularly scheduled tour of duty projected for the remainder of the calendar year. Fractions of less than one-half hour of leave computed as above are dropped and fractions of one-half hour or more are considered as a full hour.

9.2.1.3. Full-time or part-time post retirement employees. Post retirement employees acquire a number of annual leave at the rate of 1 hour annual leave for each 13 hours of a regularly scheduled tour of duty projected for the contract year. Fractions of less than one-half hour are dropped and fractions of one-half hour or more are considered as a full hour. Total annual leave accrual per contract year does not exceed 20 days. Annual leave for employees on work schedules in excess of 40 hours per week is computed as for employees on work schedules of 40 hours per week.

9.2.1.4. Trial period employees:

9.2.1.4.1. For each 30 calendar day period served, a full time trial period employee shall acquire one-eight-hour day of leave; a part-time trial period employee shall acquire one hour for each 22 hours of regularly scheduled tour of duty served.

9.2.1.4.2. Unused leave at the time of change to a permanent employee shall be credited to the annual leave entitlement for the calendar year. In no case shall exceed twenty eight-hour work days for the year.

9.2.2. Each employee submits 5 AF Form 55EJ, **Tentative Annual Leave Schedule**, to his or her supervisor by 1 February of each year or within 1 month of hire as a permanent, post retirement employee. For final approval, employees submit USFJ Form 23EJ at least 48 hours before desired leave commencement date.

9.2.3. Annual leave is normally granted in workday units; however, it may be granted in hourly units when so desired by employees. Supervisors may alter annual leave due to operational requirements. In such instances, the supervisor must offer mutually agreeable alternate dates.

9.2.4. Annual leave is used by employees within the calendar year for which it is authorized and any carryover into the next calendar year must be avoided. The carryover of annual leave is not authorized for the employees' convenience. It is authorized only if annual leave was denied due to operational requirements and requires approval of the squadron commander or an official of comparable or higher level. Leave authorized for carryover must be used by the end of March.

9.2.5. Annual leave is not authorized during the period of an announced strike. If an employee has been authorized annual leave for a specified period and a strike occurs that embraces all or any portion of the leave time, such leave for the period of the announced strike is automatically canceled. If an announced strike period is reduced by an official announcement, an employee may immediately reapply for annual leave to cover the canceled period of the originally announced strike period. Approval of this reapplication for leave is at the discretion of the supervisor normally approving the employee's leave.

9.2.6. To control annual leave properly, supervisors review leave records during September of each year (or at more frequent intervals, if necessary) and take corrective action where forfeiture may occur or where scheduling appears unsatisfactory. Employees' leave records are on the payroll form.

9.2.7. Supervisor shall not authorize to extend the date of termination of employment solely to permit the use of annual leave. No payment is made in lieu of annual leave not taken.

9.2.8. An employee who is absent without advance approval because of an emergency may request that it be charged to annual leave. Such request is made by telephone, telegraph, through a fellow employee, or similar means, on the first day of absence. Such leave may be granted by the supervisor.

9.3. Sick Leave:

9.3.1. Sick Leave With Pay:

9.3.1.1. Permanent, post retirement, and trial period employees are authorized sick leave with pay for nonduty-connected illness or injury for a period not to exceed 90 calendar days for any one period of continuous sick leave. All employees, regardless of the type of employment, are granted sick leave for duty-connected illness or injury if such leave does not extend beyond the term of employment.

9.3.1.2. Trial period employees who are incapacitated for performance of their duties due to non-duty-connected illness or injury are continued on the payroll in a sick leave status for the duration of their incapacity, not to exceed 90 calendar days if they have served at least 90 workdays. If they have not served 90 or more workdays, they are terminated at the end of their 90-day sick leave period or upon expiration of their trial period, whichever is earlier.

9.3.1.3. Sick leave for absences because of illness or injury which could not be anticipated in advance is requested as soon as possible on the first day of the absence. On the first day of absence, employees notify their supervisor of the illness or injury by the most expeditious means, such as telephone, telegram, mail, or through a fellow employee. Supervisors should periodically inform their employees of this requirement.

9.3.1.4. Requests for sick leave must be accompanied by a doctor's medical certificate and such certificate is prima facie proof of the employee's illness or injury. A doctor's certificate may not be required where an employee reports for duty and takes sick leave for the rest of the scheduled workday. It is required, however, when the sick leave extends into the next scheduled workday.

9.3.1.5. Duration of sick leave is as follows:

9.3.1.5.1. No single period of continuous sick leave with pay may exceed 90 calendar days. Thus, where an employee was granted sick leave with pay on 1 July for a broken leg and developed jaundice on 1 September during the sick leave period, his or her 90-day sick leave with pay period expires on 28 September. Sick leave may be taken on an hourly basis and, when so taken, it is accumulated and considered as 1 day for each 8 hours in computing the continuous period of 90-day sick leave with pay.

9.3.1.5.2. The maximum sick leave with pay period authorized for any one illness is 90 calendar days. Thus, where an employee is granted sick leave for jaundice and returns to work at the end of 80 days, the employee may not be granted a further 90-day period of sick leave for the same illness. If the employee is sick again with jaundice, he or she is authorized only the remaining 10 calendar days of sick leave. Whether it is the same illness, a different illness of the same nature, or a recurrence is a matter to be determined on a case-by-case basis.

9.3.1.5.3. Termination of employment by disqualification should be considered where an employee takes off for a few days of sick leave an excessive number of times. Supervisors should contact the CPF for guidance when planning such action.

9.3.1.5.4. When a trial period employee sustains a duty-connected illness or injury and is given sick leave, the number of calendar days remaining in the trial period must be served after return to duty from sick leave, unless the employee already served 90 workdays prior to the duty-connected illness or injury.

9.3.2. Leave Without Pay. Employees who are still incapacitated at the end of their 90-day sick leave period are continued on the payroll in a "leave without pay" status as prescribed below. A PAR to effect the change in status, accompanied by a leave request and a doctor's medical certificate, is submitted to the CPF.

9.3.2.1. Nonduty-connected illness or injury. Not to exceed one year and six months. Employees who recover before the expiration of the one year and six month period are returned to duty.

9.3.2.2. Nonduty-connected tuberculosis. Employees whose illness is nonduty-connected tuberculosis, and who are still incapacitated at the end of their sick leave period, as above, are continued

on the payroll in a "leave without pay" status for the duration of their incapacity, not to exceed the period for which Health Insurance Law Sickness or Injury Allowance is payable. Employees who recover before the expiration of the period covered above are returned to duty.

9.3.2.3. Duty-connected illness or injury. Not to exceed the period prescribed in paragraph **15.4.7.3**.

9.3.3. Return to Duty. Employees returning from leave without pay due to extended periods of illness or injury submit a certificate of recovery issued by the attending physician or appropriate local medical facility to their supervisor. The supervisor may request an examination at the US military medical facility to confirm such recovery. In all cases of tuberculosis, employees are returned to duty from sick leave or leave without pay only after they have been medically cleared by the US military medical facility. Nonwork allowance is paid for the time spent for this examination and the waiting period to obtain a medical clearance.

9.3.4. Illness During Strike. If an employee becomes ill:

9.3.4.1. Before the first day of a strike and the illness continues during the period of the strike, the employee is entitled to sick leave.

9.3.4.2. Coincidentally with the first day of a strike, the employee is not normally entitled to sick leave; however, if he or she presents proof that the absence was due to illness and not for participation in the strike, the sick leave may be granted.

9.3.4.3. The employee is not entitled to sick leave for the entire period of the strike.

9.3.5. Sick Leave for Menstrual Reasons:

9.3.5.1. An employee who suffers heavily from menstruation, thereby experiencing difficulty in performing her normally assigned duties, is authorized one day of sick leave with pay for menstrual reasons per month. If there is a reason to doubt the employee's difficulties in performing her normally assigned duties, such leave may be disapproved.

9.3.5.2. Such leave is not authorized during a period of strike at the employee's assigned base, unless the employee provides a doctor's certificate verifying the absence is related to menstrual reasons.

9.4. Pregnancy Leave. An employee is authorized pregnancy leave as follows when the USFJ Form 23EJ is accompanied by a doctor's certificate attesting to the pregnancy and to the childbirth. A certificate from a licensed midwife is acceptable for employees in Okinawa Prefecture. The USFJ Form 23EJ is submitted twice, before and after childbirth, in duplicate.

9.4.1. Prior to Birth. Six weeks with pay. For a multiple pregnancy an additional period not to exceed 4 weeks with pay is authorized. When delivery is made prior to the end of the prenatal period, the balance of the prenatal period of leave is canceled. When delivery is made after expiration of the prenatal period of leave, additional period of leave is regarded as the prenatal period leave with pay. The day of childbirth is included in the prenatal period.

9.4.2. After Childbirth. Eight weeks with pay. When an employee requests return to duty prior to completion of the 8-week leave period, such request is accompanied by a doctor's certificate verifying the employee's ability to assume her normally assigned duties.

9.5. Spouse's Childbirth Leave. When an employee's wife (including a common-law wife) gives birth, the employee is authorized leave not to exceed 2 days upon request. The leave is authorized at any time during the period from the date of the wife's confinement until the date 2 weeks after the date of birth. The 2 days of leave need not be consecutive. The employee submits a doctor's certificate of birth. A certificate of a licensed midwife is acceptable in Okinawa Prefecture.

9.6. Mourning Leave. Mourning leave is authorized employees as shown below:

9.6.1. See **Table 9.1.** for durations authorized. Mourning leave of one day may be granted an employee when he or she submits as "satisfactory proof of death" a notification of death from the bereaved family, such as a telegram or letter, and a statement made by a relative by blood, certifying the relationship of the employee with the deceased. For mourning leave of over one day, the employee submits satisfactory proof of death of a spouse or relative and satisfactory proof of the employee's relationship with the deceased such as the family census register. Authorized periods for mourning leave are in consecutive calendar days.

9.6.2. Relatives by marriage are considered to be relatives by blood for the purpose of mourning leave when such relatives live in the same household with the employee as members of the household.

9.6.3. Employees required to travel in connection with mourning leave are authorized additional leave with pay for the minimum number of days required for the trip. Employees include the destination and number of days required for the trip in the "Leave Address" block of the USFJ Form 23EJ.

Table 9.1. Duration of Mourning Leave.

L I N E	A	B
	Relationship	Duration (Calendar Days)
1	Spouse	7
2	Relative by Blood or Adoption:	
2.1.	Employee's parent	7
2.2.	Employee's child	5
2.3.	Employee's grandparent, brother, or sister	3
2.4.	Employee's uncle, aunt, or grandchild	1
3	Relative by Marriage:	
3.1.	Spouse's parent	3
3.2.	Employee's stepparent	3
3.3.	Employee's step-grandparent or stepchild	1
3.4.	Spouse's brother, sister, or grandparent	1
3.5.	Spouse of employee's child, brother, sister, uncle, or aunt	1

9.7. Administrative Leave. Administrative leave with pay (excused absence) is granted to employees in the following instances:

9.7.1. USFJ Form 23EJ is not required: When reporting to the CPF, or GOJ agencies for:

9.7.1.1. Interview, placement, retirement, testing, etc.

9.7.1.2. Participation in administrative remedial procedures.

9.7.1.3. Participation in grievance proceedings at the second-step (personal interview) and third-step (hearing) levels.

9.7.1.4. Training (classroom training, GOJ-sponsored training on a case-by-case basis).

9.7.1.5. Immunization and medical examinations required by the MLC or IHA.

9.7.1.6. To attend conferences or conventions in connection with USFJ employment (including meetings of officially appointed welfare and recreation committee members).

9.7.1.7. To vote in general elections on a national, prefectural, or municipal level (up to a maximum of 4 hours).

9.7.2. USFJ Form 23EJ is required but a substantiating document is not required when seeking new employment during the 30-day advance notice of RIF (not to exceed 3 workdays).

9.7.3. USFJ Form 23EJ and a substantiating document are required:

9.7.3.1. When subpoenaed by a Japanese public body having the power of subpoena or when court attendance is required by USFJ.

9.7.3.2. To attend Health Insurance Society meetings as an officially elected delegate.

9.7.3.2.1. Semi-annual General Council meeting, two days each.

9.7.3.2.2. Directors' meeting, five times a year, one day each.

9.7.3.2.3. Annual inspection, eight days.

9.7.3.3. For absence due to quarantine because of a contagious disease which would jeopardize the health of other employees, provided the employee presents a certificate from the local health center attesting to the quarantine.

9.7.4. USFJ Form 23EJ and the employee's statement are required but a substantiating document is not required for absence from work:

9.7.4.1. Because of emergency stoppage of public transportation. Absence from work because of planned stoppage of public transportation, such as strike, is not a basis for granting administrative leave to employees. In such instances, employees take annual leave or leave without pay, as appropriate.

9.7.4.2. Because of an earthquake, typhoon, fire, flood, or other natural calamity except for those employees required to work during a natural calamity.

9.7.4.3. To repair damage to the employee's residence which occurred as a result of natural calamity (not to exceed 7 calendar days).

9.8. Absence During or in Connection with Demonstrations, Riots, or Civil Commotions. Employees who are not participants but are absent from work by reason of demonstrations, riots, or civil commotions may be granted annual leave or leave without pay, with the employee's consent. Administrative leave with pay is not granted for such absence.

9.9. Leave Without Pay. Leave without pay may be granted to employees up to a maximum of 30 calendar days within a calendar year except for an employee under paragraph **9.3.2**. Leave without pay in excess of 30 calendar days may be considered on a case-by-case basis and requires specific approval of the CPO. Leave without pay is normally granted in the following instances:

9.9.1. Absence beyond the authorized period of mourning leave.

9.9.2. Absence for mourning the death of persons other than those specified in **Table 9.1**.

9.9.3. Leave without pay is authorized only after annual leave is exhausted.

9.10. Marriage Leave. Marriage leave is authorized upon request, not to exceed 5 consecutive calendar days. The leave may be taken during the period from 5 calendar days prior to the date of marriage to one month after the date of marriage. A copy of the marriage registration is submitted within one month of the date of marriage.

9.11. Summer Leave. Summer leave is authorized, upon request, to permanent, post retirement, and trial period employees who have worked three months or more, for a period not to exceed 3 consecutive workdays during the period 1 May through 30 September. As an exception, supervisors may authorize 3 days leave nonconsecutively for employees whose work schedules are irregular or intermittent, due to mission requirements, or for other USFJ reasons. Supervisors may also reschedule requested leave when necessary (may not be rescheduled beyond 30 September). No payment will be made in lieu of leave not taken. Leave not taken will be forfeited.

9.12. Child-Care Leave:

9.12.1. Permanent, trial period, and post retirement employees who have a child or children less than 1 year old are authorized, upon application, child-care leave. This leave is a leave without pay to be taken before the first birthday of the child or children.

9.12.2. All employees, except for daily employees and employees whose work schedules are less than 6 hours each workday, who have a child or children less than 1 year old are authorized, upon application, to reduce work schedules by 30-minute increment up to 2 hours a day. Such reduction may be made at either the beginning or end or at both the beginning and end of the normally scheduled workday. Remaining work hours must be at least 6 hours a day.

9.13. Parent's Memorial Leave. Permanent, trial period, and post retirement employees shall be authorized upon request one day a year of parent's memorial leave with pay to attend employees' deceased parents' special memorial ceremony within 15 years of death. For the first year, two days, one day each, shall be authorized. The employee will request the leave at least ten days in advance of desired date. Certification of the special memorial ceremony is required.

9.14. Bone Marrow Donor's Leave. Employees, except daily employees, limited term employees, or post retirement employees, shall, upon request, be authorized bone marrow donor's leave with pay provided donation is for a person other than the employee's spouse, parent, child, brother, or sister. The leave shall be authorized not to exceed one day for registration, testing, counseling, and health examination; and not to exceed seven calendar days hospitalization for bone marrow transplantation. Employee shall submit a certification.

9.15. Family Care Leave.

9.15.1. Permanent, trial period, and post retirement employees shall be authorized family care leave to care for an employee's family member, set forth below, requiring constant care due to injury, illness, physical, or mental disorder. Upon request, family care leave, without pay, shall be authorized for a period not to exceed three consecutive months. Employee will submit substantiating documentation, such as, physician's certificate.

9.15.1.1. Employee's spouse, employee's or spouse's parent or employee's child. Employee's grandparent, sibling, or grandchild, who is residing with and supported by the employee.

9.15.2. Employees, except daily employees and employees whose work schedules are six hours or less, upon request, shall be authorized to reduce work hours by an hour increment up to two hours a day. Remaining work hours shall be at least six hours a day.

Chapter 10

OFFICIAL TRAVEL

10.1. "Domestic Travel" and "Foreign Travel" Explained:

- 10.1.1. *Domestic Travel*--Travel within Japan.
- 10.1.2. *Foreign Travel*--Travel to countries outside of Japan.

10.2. General Guideline:

- 10.2.1. No payment for travel is authorized unless specifically documented by the designated travel authorization issuing officer on USFJ Form 356EJ, **Japanese Personnel Travel Authorization**.
- 10.2.2. MLC and IHA employees are allowed foreign travel for two purposes only: To attend training courses, conferences, developmental workshops, and other similar activities, and to receive an award or attend special ceremonial events.
- 10.2.3. Employees who travel in the performance of official duties are eligible for payment of appropriate travel expenses including fares, lodging, boarding, transfer expenses, and per diem, as applicable, unless otherwise prescribed in paragraph **10.6**.
- 10.2.4. Travel is performed by the most economical mode except in emergency cases.
- 10.2.5. Travel by privately owned vehicle is not authorized in performance of official duty.
- 10.2.6. Foreign travel requires prior approval of the GOJ.

10.3. Responsibilities Assigned:

- 10.3.1. Organizations appoint travel authorization issuing officers. Prepare three copies of DD Form 577 for each appointee and forward two copies to the accounting and finance office travel element or NAF financial management office, as applicable. These offices will furnish one copy to the LMO. Organizations retain one copy on file.
- 10.3.2. Travel authorization issuing officers:
 - 10.3.2.1. Ensure travel is performed in the most economical manner.
 - 10.3.2.2. Ensure travel is fully documented on USFJ Form 356EJ and justification is provided for use of commercial taxi.
 - 10.3.2.3. Before issuing travel authorization for foreign travel, coordinate with the CPF to obtain required GOJ approval.
- 10.3.3. Employees:
 - 10.3.3.1. Perform travel only with prior approval of the supervisor.
 - 10.3.3.2. Obtain required passport, visas, immunizations, appropriate currency, etc., before the scheduled departure date for foreign travel.
 - 10.3.3.3. Report travel time required in connection with authorized leave as leave.
 - 10.3.3.4. Obtain travel orders, arrange transportation and lodging reservations, as appropriate.

10.3.3.5. Submit the USFJ Form 356EJ to the LMO within 2 weeks upon completion of travel.

10.3.3.6. Submit justification and obtain approval from the CPF when unusual circumstances required a higher lodging rate.

10.3.4. CPFs obtain GOJ approval for foreign travel through established channels.

10.4. Procedures:

10.4.1. USFJ Form 356EJ is used as travel authorization and request for payment of travel expenses and per diem as applicable. Use USFJ Form 356aEJ, **Japanese Personnel Travel Authorization (Continuation Sheet)**, when necessary. See the reverse side of the USFJ Form 356EJ for preparation instructions.

10.4.2. USFJ Form 356EJ is submitted to the LMO for domestic and foreign travel. The number of copies is agreed with local LMO. All copies are signed by the travel authorization issuing officer and the employee. In all cases the forms are reviewed by the resource advisor.

10.4.3. Employees may be authorized an advance payment of estimated travel expenses when lodging or foreign travel is required. USFJ Form 356EJ for advance payment is submitted at least 10 days before the scheduled departure date for domestic travel and at least 20 days before the scheduled departure date for foreign travel.

10.4.4. A request for adjusted payment is submitted not later than 2 weeks after completion of travel.

10.4.5. Copies of the travel orders, transportation request, or DD Form 1482, **Additional Passenger Addendum**, when used, and receipts of commercial air, taxi, and lodging are attached to the USFJ Form 356EJ. Failure to attach receipts is fully explained. Unused transportation requests and DD Forms 1482 are immediately returned to the traffic management office with an explanation.

10.4.6. Employees will use a commuter's pass when they travel to the same point frequently and the pass is more economical.

10.4.7. When employees perform frequent routine travel during a calendar month, requests for payment of travel allowances are consolidated for submission at the end of the month.

10.4.8. Travel orders are issued as required and include applicable information required by AFI 33-328, *Administrative Orders*, and AFI 65-103, *Temporary Duty Orders*. Orders contain the statement "AMC transportation is directed" or "The mode of transportation will be determined by the appropriate Transportation Officer unless a particular mode has been specified by the directing official."

10.4.9. A corrected USFJ Form 356EJ is submitted immediately when changes are required.

10.5. Job Applicants. When a job applicant is required to appear for examination or interview at the request of an interviewing official, travel expenses may be authorized for payment on a case-by-case basis.

10.6. Travel for Which Payment Is Not Authorized. Employees whose normal duty is driving or working aboard a vehicle or other means of transport are not authorized travel allowance, unless they travel 100 or more kilometers outside the official duty area on a single trip. The official duty area is an

area within a radius of 8 kilometers of the work site to which the employee is assigned and any part of that installation which extends beyond this 8-kilometer radius circle.

10.7. Death of Employee on Temporary Duty (TDY) Travel. If an employee dies while in travel status, the bereaved is authorized an amount equal to the employee's entitlement for travel between the official duty station and the place of death and return.

10.8. Travel Incident to Transfer:

10.8.1. Employees are eligible for travel expenses when they are transferred beyond the normal commuting distance and such transfer involves their travel, provided they have dependents and such dependents move with them to the new duty assignment. When employees have no dependents or their dependents do not move with them, a reduced transfer allowance is paid. However, if dependents move to the new duty assignment within one year of the effective date of transfer, an adjusted transfer allowance is paid.

10.8.2. In addition to the transfer allowance, employees transferred as above are authorized an arrival allowance of up to 5 days' per diem and lodging expenses depending upon the availability of housing and the distance between the old and new duty assignments.

10.8.3. A request for transfer and arrival allowances is submitted by the gaining organization. If advance payment is required, the request may be submitted by the losing organization. The gaining organization submits an adjusted payment request to the LMO that made the advance payment. USFJ Form 356EJ indicates the effective date of transfer; new and old residences; full name, age, and relationship of each dependent; etc. A certificate of new residence registration is attached.

Chapter 11

SPECIAL WORK ALLOWANCE (SWA)

11.1. SWA. SWA is an additional pay to employees when they work under conditions described in [Attachment 3](#).

11.2. Responsibilities Assigned:

11.2.1. Supervisors:

11.2.1.1. Ensure every effort is made to create a safe, healthful, and pleasant work environment under which employees perform their duties.

11.2.1.2. Review and determine the requirement for work to be performed under conditions that warrant payment of SWA. Obtain assistance from appropriate base officials to eliminate or minimize unhealthful, dangerous, or disagreeable working conditions when such action requires the improvement of physical work location or other measures within the control of management.

11.2.1.3. Obtain technical assistance of ground safety or other subject matter specialists as required to determine whether the specific working conditions are compensable under the SWA criteria prescribed in [Attachment 3](#).

11.2.1.4. Approve payment of SWA only for hours actually worked. Supervisors prepare and maintain 5 AF Form 50EJ, **MLC Special Work Allowance Report**, every workday to record actual time spent in performing work for which SWA is granted. The 5 AF Form 50EJ are maintained with the USFJ Form 34.

11.2.1.5. Fully understand [Attachment 3](#) outlining conditions under which SWA payments may be made. Consult with the CPF to resolve questions on the validity of SWA payment.

11.2.1.6. Submit a written request to the CPF classification element for initial authorization of SWA. Include in the request such information as number and job title of employees involved, description of the work situation warrants SWA, number of hours estimated to be spent in the work, and justification.

11.2.2. CPFs:

11.2.2.1. Monitor the SWA program by providing guidance to supervisors and employees on the meaning and intent of the MLC and IHA provisions pertaining to SWA, including conditions and definitions of the MLC and IHA SWA payments.

11.2.2.2. Orient supervisors on their responsibility to control the authorization of work performed under conditions that are considered dangerous, unhealthful, or disagreeable.

11.2.2.3. Continuously review and control administration of SWA and effect corrective actions when necessary. Conduct periodic staff assistance visits with responsible supervisors at various operating levels to ensure they fully understand the various facets of SWA administration.

Chapter 12

PROTECTIVE CLOTHING AND UNIFORMS

12.1. Terms Explained:

12.1.1. *Items of Clothing*--Items of protective clothing or uniforms required for use by MLC and IHA employees in specified positions. There are expendable items and accountable items.

12.1.2. *Mechanized Areas*--Areas serviced by LMOs using automated procedures.

12.1.3. *Nonmechanized Areas*--Areas serviced by LMOs using manual procedures.

12.1.4. *Table of Uniforms (TU)*--A list of items of clothing with stock number, number of issue per employee, life expectancy, style, and standards specifying material and color approved for use by employees in specified positions. There are two TUs, one for MLC employees and the other for IHA employees. The GOJ purchases the items of clothing listed in these TUs.

12.2. Responsibilities Assigned:

12.2.1. Operating officials:

12.2.1.1. Identify positions that require items of clothing required for the protection of employees while on duty. Such positions are security guards, firefighters, sentry dog handlers, cooks, waiters, kitchen workers, dental aids, etc.

12.2.1.2. Select the kinds of material and color for items of clothing.

12.2.1.3. Request items of clothing.

12.2.1.3.1. In mechanized areas:

12.2.1.3.1.1. Fill out RFP Form 22, **Request for Purchase of Protective Clothing and Uniforms**, in two copies, when items of clothing are required for employees who are newly hired, whose jobs are changed, or whose uniforms wore out earlier than expected. Submit the original to the CPF or AAFES personnel office, as applicable. Blank forms are available in those offices.

12.2.1.3.1.2. Obtain a printout, Inclosure to Request for Purchase of Protective Clothing and Uniforms (Breakdown), in two copies from the CPF or AAFES personnel office 2 months before the end of each quarter. Annotate to indicate if the listed items are valid or not. Identify items no longer required and those requiring replacement. Submit the completed printout, with the RFP Form 22, to the CPF or AAFES personnel office by the suspense date.

12.2.1.3.2. In nonmechanized areas:

12.2.1.3.2.1. Complete the RFP Form 22 and submit three copies to the CPF to request issue of the required items of clothing.

12.2.1.3.2.2. Complete USFJ Form 21, **Annual Requirement of Protective Clothing and Uniforms**, and submit three copies to the CPF by 31 May of each year for the next Japanese fiscal year (1 April through 31 March). If the requirement needs to be changed, submit the revision in three copies by 31 January.

12.2.1.4. Submit a request to the CPF or AAFES personnel office when the TU must be changed to add or delete a job or an item of clothing, or to change a style or standard. Include the following data in the request:

12.2.1.4.1. Name and description of the item.

12.2.1.4.2. Job title and job number.

12.2.1.4.3. Number of employees affected.

12.2.1.4.4. Number of the item required for each employee.

12.2.1.4.5. Frequency of use.

12.2.1.4.6. Life expectancy of the item.

12.2.1.4.7. Standards, specifications, and style. A sample, sketch, or photo may be attached.

12.2.1.4.8. Basis for the requirement.

12.2.2. CPFs and AAFES personnel offices:

12.2.2.1. Provide TUs to organizations as necessary.

12.2.2.2. Review all RFP Forms 22 and forward the original (mechanized areas) or two copies (nonmechanized areas) to the LMO for action.

12.2.2.3. Forward quarterly printouts received from the LMO to using organizations.

12.2.2.4. Review all TU change requests for accuracy and forward them to the LMO. Forward one copy of the request to 5 AF/DPC (374 MSS/DPC). Inform the requesters of the status of these requests.

12.2.2.5. Stock and issue RFP Forms 22.

12.2.2.6. Coordinate with the LMO to determine the date and place to issue the items of clothing to employees and notify using organizations.

12.2.3. Employees:

12.2.3.1. Notify the supervisor when any issued item wears out or is lost or damaged.

12.2.3.2. Stamp their seal (han) on the receipt when accountable items are issued.

12.2.3.3. Return accountable items to the LMO when separated or transferred.

12.2.4. Supervisors. When informed by employees of any worn-out, lost, or damaged items of clothing, promptly investigate if the employees are at fault. Notify the CPF or AAFES personnel office of the findings.

Chapter 13

PERFORMANCE EVALUATION AND AWARDS

13.1. Goals of Performance Evaluation. Supervisors use the performance evaluation to:

- 13.1.1. Improve productivity, increase morale, and improve work performance which helps the overall mission.
- 13.1.2. Recognize employees whose performance is above normal.

13.2. Responsibilities Assigned:

13.2.1. Supervisors:

13.2.1.1. Discuss performance with employees on a continuing basis. Inform them how well they are performing or where they need to improve. Annotate dates of discussions and any pertinent comments on performance on AF Form 971, **Supervisor's Employee Brief**.

13.2.1.2. Assist a marginal employee, develop a program which indicates where and how improvements must be made.

13.2.1.3. Recognize employees who have demonstrated superior performance.

13.2.2. CPFs assist supervisors in reassigning or separating employees whose performance cannot be improved.

13.3. Evaluation of Employee Performance:

13.3.1. Trial-Period Employees. New employees serve a 6-month trial period. At the time of the job induction process, the supervisor reviews the task list with the new employee to ensure the employee has a full understanding of the job. During this trial period, the supervisor closely observes and rates the employee's job performance, work attitude, conduct, and character traits to determine if he or she is acceptable for retention in the job.

13.3.1.1. In the evaluation process, the supervisor provides guidance and assistance as required, rates and discusses work with the employee, and, if necessary, assist the employee to adjust to the job.

13.3.1.2. When the rating indicates the employee is not able to perform satisfactorily, the supervisor immediately seeks the advice of the CPF specialist. If it is decided the employee should be terminated, the supervisor completes eight copies of the USFJ Form 11EJ for MLC employees or two copies of the USFJ Form 11EJ for IHA employees and forwards them to reach the CPF at least 45 days before the trial period expires so that a 30-day advance notice for termination can be issued to the employee. If a termination is requested within the first 14 days of the trial period, there is no need for an advance notice or payment of a discharge allowance. Upon the expiration of the trial period, the employee changes to permanent employee status and any termination action is taken in accordance with [13.3.2](#).

13.3.2. Permanent Employees:

13.3.2.1. When a permanent employee is not able to perform satisfactorily, the supervisor notifies the employee of his or her shortcomings and develops an assistance program to improve his or her performance.

13.3.2.2. If, after the assistance program, the employee's performance does not improve satisfactorily, the supervisor coordinates with the CPF specialist to submit in triplicate a bilingual proposed notice of unsatisfactory work performance to the employee. The notice states:

13.3.2.2.1. How the employee's performance fails to meet the required standard of the position.

13.3.2.2.2. How the employee may improve his or her performance.

13.3.2.2.3. The period for improvement should be reasonable, i.e., 30 to 60 days depending on the circumstance.

13.3.2.2.4. What assistance the employee will receive during the tryout period.

13.3.2.2.5. That the employee will be retained in his or her job if the performance improves to required standards and if not, action will be taken which may result in reassignment, change to lower grade, or separation.

13.3.2.3. The supervisor signs all copies of the notice, provides the original to the employee, obtains his or her acknowledgment of receipt on the second copy, and submits the third copy to the CPF.

13.3.2.4. The supervisor maintains a detailed record of the employee's progress on the AF Form 971 to support any adverse action which may be necessary.

13.3.2.5. If the employee's performance improves to a satisfactory level, the supervisor notifies the employee by official memorandum and forwards a copy to the CPF. If not, the supervisor requests the CPF specialist to determine if reassignment or disqualification termination action should be taken.

13.4. Sustained Superior Performance Award (SSPA). This award may be granted to an employee whose performance significantly exceeds what is normally required in the job and is expected to continue in the future.

13.4.1. The cash award is in two categories. 25% or 50% of the employee's monthly base pay in effect on the last day of the period covered by the SSPA. The minimum evaluation period for superior performance is one year. A 25% award is granted if certain aspects of the employee's performance are significantly outstanding. A 50% award is granted if all aspects of the employee's performance are significantly outstanding.

13.4.2. A recommendation is submitted no later than 6 months after the end of the period covered by the recommendation. Only one SSPA (regardless of percentage) is granted during a 36-month period. The 36 months start from the ending date of the service for which the last SSPA was made.

13.5. Special Act or Services Award (SASA). This award may be recommended for an employee whose meritorious effort directly or indirectly relates to official duties, contributes to the efficiency, economy, or other improvement in operations or in the public interest, and is a credit to the US Forces. Examples: An act of heroism, rare competence in an emergency situation which is impeding operations of the

US Forces, an act of significant service to the public which reflects favorably on the employee and the US Forces, etc. Only one cash award of not more than ¥40,000 is granted for the same special act or service.

13.6. Recommendations for SSPAs and SASAs. Supervisors submit a recommendation through channels to the CPF on AF Form 1001, **Award Recommendation Transmittal**, in two copies, with four copies of the justification. The justification for the 25% cash award is submitted on the format shown in **Attachment 6**. The justification for the 50% cash award is submitted on the format shown in **Attachment 7**, with four copies of the task list (**Attachment 4**).

13.7. Requests for Cash Award Payments. CPFs complete USFJ Form 12, **Request for Payment of Cash Award**, for approved awards and forward it to the LMO for payment to the employees.

13.8. Approving Officials. The officials listed below are approving officials for SSPAs and SASAs.

13.8.1. HQ 5 AF. Vice Commander, Chief of Operations, Chief of Logistics, and chiefs of special staff agencies (staff agency heads).

13.8.2. HQ USFJ. Deputy Commander, Chief of Staff, and Directors of J1 through J6.

13.8.3. 18th Wing (18WG), 35th Fighter Wing (35 FW), and 374th Airlift Wing (374 AW). Commanders, vice commanders, deputy commanders, division chiefs, and chiefs of special staff offices reporting to the commander.

13.8.4. Department of Defense Dependents Schools-Pacific. Director, district superintendent, and chiefs of staff offices reporting to the director.

13.8.5. Other serviced organizations. Commanders, vice commanders, and deputy commanders.

Chapter 14

ADMINISTRATIVE REMEDIAL ACTIONS AND VERBAL REPRIMAND

14.1. Use of Administrative Remedial Actions. Administrative remedial action is initiated to discipline an employee and at the same time maintain order and morale within the work area. Impose the minimum penalty that may be expected to achieve this objective.

14.2. Terms Explained:

14.2.1. *Disciplinary Action* (same as *Administrative Remedial Action*)--A corrective action taken by management against an employee who commits an offense. A verbal reprimand (paragraph 14.4.) is not a disciplinary action.

14.2.2. *Offense*--An employee's act as specified in Table 14.1. for MLC or Table 14.2. for IHA which breaks the rules of conduct. No other acts are given a disciplinary action under this chapter. First, second, and third offenses are counted based on a reckoning period.

14.2.3. *Penalty*--A remedial action specified in Table 14.1. or Table 14.2. for each offense. Authorized penalties in the order of their seriousness are:

14.2.3.1. *Warning* (the least serious action)--A written notice which specifies the offense charged and the corrective action required of the employee.

14.2.3.2. *Fine*--A temporary reduction in pay not more than one-half of an average day's wage.

14.2.3.3. *Suspension*--A temporary nonpay status and enforced absence from work not to exceed 7 days.

14.2.3.4. *Removal* (the most serious action)--An involuntary termination of employment.

14.2.4. *Reckoning Period*--A period of time, as established in Table 14.1. for MLC and Table 14.2. for IHA for counting offenses. A reckoning period starts immediately after the day an offense takes place. Should two more offenses of the same kind take place before the reckoning period expires, they are treated as second and third offenses.

14.3. Responsibilities Assigned:

14.3.1. Immediate supervisors ensure their employees know and obey the rules of conduct as set forth in applicable AF directives.

14.3.1.1. Take all steps possible to prevent situations from reaching the state where an official disciplinary action is required.

14.3.1.2. Before taking or recommending a disciplinary action, think how it can affect not only the employee involved but also other employees in the workplace.

14.3.1.3. Give verbal reprimands per paragraph 14.4.

14.3.1.4. Discuss with the operating official and CPF before initiating a disciplinary action.

14.3.2. CPFs:

14.3.2.1. Ensure proposed disciplinary actions are consistent with the provisions of this chapter.

14.3.2.2. Provide advice and assistance to management and employees.

14.4. Verbal Reprimand (Admonition). This action is taken as soon as the supervisor decides that it is needed and sufficient to correct the employee. When it is given, the supervisor sees the employee in private to avoid embarrassment or humiliation to the employee and to ensure the employee fully understands that a reprimand has been given. The employee is given an opportunity to express personal views and explain the circumstances. The supervisor encourages free discussion, makes a fair and reasonable evaluation of the employee's explanation, and resolves the issue as satisfactorily as possible. The employee is informed what requires improvement or correction, how it is done, and what is expected in the future. The supervisor takes follow-up action and notifies the employee if improvement or correction is satisfactory. The supervisor annotates these facts on the AF Form 971. The employee is not required to initial it.

14.5. Disciplinary Action:

14.5.1. When a disciplinary action is warranted, the supervisor completes two copies of USFJ Form 329, **MLC Report of Alleged Offense** for MLC employees, or USFJ Form 11EJ for IHA employees, and forwards them to the CPF as soon as possible after an alleged offense is committed. Only one charge is assessed against an employee for a single offense. Separate offenses, however, may be included in one set of charges.

14.5.2. The CPF assigns a personnel management specialist to conduct an investigation, including questioning of the employee concerned, supervisor, witnesses, and other parties having knowledge of the alleged offense. The employee is advised of the right to representation. The personnel management specialist submits a report of investigation to the CPF.

14.5.3. The COR (paragraph **16.1.1.**) or CPO reviews and evaluates the complete record (i.e., the report of alleged offense, report of investigation, and employee's past record) before deciding whether or not to initiate action against the employee. If it is decided not to file charges against the employee, the CPF notifies the initiating organization in writing of this fact. If it is decided that charges are to be filed against the employee, three copies of USFJ Form 330EJ, **MLC Charge of Offense**, for MLC employees, or USFJ Form 11EJ, for IHA employees are prepared. The original and a copy are forwarded to the LMO for delivery to the employee. The form contains the following information:

14.5.3.1. The offense or offenses charged, with specific details.

14.5.3.2. The possible penalties set forth in **Table 14.1.** or **Table 14.2.**

14.5.3.3. A summary of the complaint, summary of the evidence, and previous offenses within the reckoning period, if applicable.

14.5.3.4. A statement that the employee has a right to reply to the charges, in writing, in Japanese, and to submit written evidence in support thereof, to the LMO within 7 days of receipt of such charges.

14.5.4. Upon receipt of the employee's reply or after the time for reply has passed, the COR or CPO determines whether disciplinary action is in fact warranted and if so, what penalty is to be imposed. To inform the employee of the decision, four copies of USFJ Form 331EJ, **MLC Notice of Remedial Action**, are completed and the original and two copies forwarded to the LMO for delivery to the employee. A copy of the form is also forwarded by the CPF to the employee's organization for information. The supervisor annotates the action on the AF Form 971. If the action is a fine, suspension, or

removal, it is also annotated on the time and attendance record (USFJ Form 34 or USFJ Form 364) and the payroll.

14.6. Status of Employee During Processing of Action. The employee is retained in a duty status while disciplinary action is being processed. The only exception to this rule is when the penalty to be imposed is removal and the employee's continued presence is considered to be a grave risk to work operations, personnel, or property. In such cases, the operating official immediately contacts the CPF, providing all the available information. If the CPF determines that the employee should be suspended pending completion of the disciplinary action, the CPF immediately notifies the LMO by telephone of the requirement of a temporary suspension. The supervisor completes four copies of USFJ Form 11EJ for the temporary suspension and submits them through the CPF to the LMO. The temporary suspension is not a penalty. The employee is paid nonwork allowance (60% of the regular wage) during the period of suspension. If it is later decided that the employee was not guilty of the offense, or if guilty and the penalty imposed is less than removal, the employee is paid the difference between the regular wage and the nonwork allowance for the period of temporary suspension. The temporary suspension is annotated on the time and attendance record (USFJ Form 34 or USFJ Form 364) and the payroll.

14.7. Employees' Right To Appeal. The Employee may use the grievance procedures set forth in [Chapter 16](#) to appeal a disciplinary action. The appeal is submitted in writing to the CPF within 7 calendar days after receipt of the decision to discipline. The penalty imposed is effected even if an appeal is made.

14.8. Reimbursement for Loss or Damage. Reimbursement to USFJ for any loss or damage of property will not be made as a disciplinary action.

Table 14.1. MLC Table of Offenses and Penalties.

L I N E	A	B	C	D	E	F
	Offense	Explanation	Penalty for First Offense	Penalty for Second Offense	Penalty for Third Offense	Reckoning Period
1	Unexcused Tardiness	An employee who reports for work after the time established therefor, and whose tardiness is not authorized or excused	Warning (note 1)	Warning to fine	Fine to suspension not to exceed 3 days	3 months
2	Unexcused Absence	An employee who does not report for work on one or more continuously scheduled workdays, and whose absence is not authorized or excused (note 2)	Warning to fine (note 3)	Warning to suspension not to exceed 3 days (note 3)	Fine to suspension not to exceed 5 days (note 3)	6 months
3	Indolence	An employee who leaves the job assignment and absence is not authorized or excused, or who loafes on the job, or unreasonably delays in carrying out orders, work assignments, or instructions	Warning	Warning to suspension not to exceed 3 days	Fine to suspension not to exceed 5 days	6 months
4	Spoilage of Material	An employee who works so carelessly or negligently and, as a result, spoils or wastes material or delays production	Warning	Warning to suspension not to exceed 3 days	Fine to suspension not to exceed 5 days	6 months
5	Defective Work	An employee who hides or covers up defective workmanship or removes or destroys the same without permission	Warning to fine	Fine to suspension not to exceed 5 days	Suspension to removal (note 4)	1 year
6	Personal Business	An employee who carries on personal business on a USFJ facility during working hours without prior permission	Warning to fine	Warning to suspension not to exceed 3 days	Suspension to removal (note 4)	1 year
7	Intoxicants	An employee who reports for duty or is found on duty while intoxicated or who brings or tries to bring intoxicants into a USFJ facility without permission	Warning to fine	Warning to suspension not to exceed 3 days	Fine to suspension not to exceed 5 days (note 4)	6 months

L I N E	A	B	C	D	E	F
	Offense	Explanation	Penalty for First Offense	Penalty for Second Offense	Penalty for Third Offense	Reckon- ing Period
8	Drugs	An employee who tries to bring habit-forming narcotic drugs or marijuana, nervous system stimulants, or instruments or devices to administer the same into a USFJ facility, or who is found in possession of such habit-forming narcotic drugs or marijuana, nervous system stimulants, or instruments or devices to administer the same on a USFJ facility (note 5)	Warning to removal	Fine to removal	Suspension to removal	1 year
9	Sleeping on Duty	An employee who is found asleep while on duty	Warning (note 4)	Warning to suspension not to exceed 3 days (note 4)	Fine to suspension	6 months
10	Damage to Property	An employee who causes damage to, destruction of, or loss of USFJ property through design, carelessness, or negligence, or who by such action endangers personnel or property of the workplace	Warning to removal (note 4)	Fine to removal (note 4)	Suspension to removal	1 year
11	Theft	An employee who uses USFJ property without authority, or who steals or tries to steal such property, or who uses the property of others within a USFJ facility without authority, or who steals or tries to steal such property	Warning to removal (note 4)	Fine to removal (note 4)	Suspension to removal	1 year
12	Fire Regulation	An employee who violates the fire regulations of a USFJ facility	Warning (note 4)	Fine to suspension not to exceed 3 days (note 4)	Fine to suspension	1 year

L I N E	A	B	C	D	E	F
	Offense	Explanation	Penalty for First Offense	Penalty for Second Offense	Penalty for Third Offense	Reckoning Period
13	Disobedience to Orders	An employee who directly disobeys or refuses to carry out a proper order	Warning to suspension not to exceed 5 days	Fine to removal (note 4)	Suspension to removal (note 4)	1 year
14	Vehicle Regulations	An employee who violates either USAF or Japanese traffic regulations	Warning to suspension not to exceed 3 days	Fine to suspension not to exceed 5 days	Suspension to removal (note 4)	6 months
15	Disorder	An employee who commits acts against the peace, order, morals, or decency of a USFJ facility; e.g., fighting, gambling, threatening, inflicting bodily injury, malicious mischief, possessing dangerous weapons, etc. (note 6)	Warning to fine (note 4)	Fine to suspension not to exceed 3 days (note 4)	Suspension not to exceed 5 days (note 4)	1 year
16	Falsifying Records	An employee who falsifies an application for employment, or who falsified documents after employment to obtain personal benefits or gains, or who falsifies other official records or documents	Warning to removal (note 4)	Fine to removal (note 4)	Suspension to removal	1 year
17	Bribery or Intimidation	An employee who accepts money or property under promise to influence accession to or retention in employment, or who uses intimidation or coercion in connection with the employment of any individual for profit or gain	Warning to removal (note 4)	Fine to removal (note 4)	Suspension to removal	1 year

LINE	A	B	C	D	E	F
	Offense	Explanation	Penalty for First Offense	Penalty for Second Offense	Penalty for Third Offense	Reckoning Period
18	Extortion	Any employee who asks, accepts, or receives any money, or any check, order, contract, promise, undertaking, gratuity, or security for the payment of money, delivery or conveyance of anything of value, with intent to have the employee's decision or action influenced thereby on any question, matter, cause, or proceeding which may at any time be pending, or which may be brought before the employee in his or her official capacity, or in his or her place of trust	Warning to removal (note 4)	Suspension to removal (note 4)	Removal	1 year

NOTES:

1. The employee should be given a verbal reprimand at least the first two times he or she is tardy.
2. An employee should obtain prior approval for planned absences. Where circumstances preclude prior approval, the employee reports to the supervisor immediately upon return and explains the absence and the reason for not obtaining prior approval. A disciplinary action may be taken when such reasons are not satisfactory.
3. Removal may be effected for abandonment of the job. An employee is considered to have abandoned the job after being absent from the duty without authorization for 2 weeks or who has not returned to work for two weeks after the expiration of an authorized period of leave. After an employee has been absent without authority for 3 workdays, the supervisor tries to communicate, in writing, through the CPF, to determine whether the job has been abandoned. If the employee cannot be reached within 2 weeks of the start of absence or if, after being contacted, the employee states that the job has been abandoned, or he or she does not give satisfactory explanation of the absence and does not return to duty within the 2-week period, a report of the circumstances is submitted to the CPF. The CPF decides that the employee has in fact abandoned the job. The supervisor submits a request for termination.
4. Removal is effected only when the offense is considered to be a grave risk to the morale, personnel, property, or operation of the workplace.
5. The mere possession of such drugs or stimulants is presumed to be wrongful and is considered to be a grave risk to the morale, personnel, and operation of the workplace. Nervous system stimulants are defined as any compound or derivative of the benzedrine or ephedrine group, or any related nervous system stimulant such as may appear under the trade names of "METHYLPRO-

PAMIN," "AGOTIN," "ZEDRIN," "PATEN," "NEOAGOTIN," "PROPAMIN," "HOSPITAN," "KOIPRON," "HEROMINAL," "FUKUZEDRINT," "PHILOPON," or any other trade names. Habit-forming narcotic drugs are morphine, cocaine, codeine, and similar drugs; ether, ester, and salts; papaver, somneferum, setigerum Cannabis Satival, L., and products of the above substances; and include items as may appear under the trade names as morphine phydrochloride, cocaine phydrochloride, powdered codeine, powdered opium, Dover's powder, "panopin," "opistan," "oton," "opial," or any other trade name.

6. This includes any offense committed outside a USFJ installation (not otherwise specifically provided under this table) for which an employee is prosecuted under the Criminal Code of Japan or any other Japanese law or regulation and which can reasonably be considered to have a detrimental effect upon the morale or discipline of the workforce or workplace.

Table 14.2. IHA Table of Offenses and Penalties.

L I N E	A	B	C	D	E	F
	Offense	Explanation	Penalty for First Offense	Penalty for Second Offense	Penalty for Third Offense	Reckon- ing Period
1	Insubordinatio n (Minor)	Deliberate delay or failure to carry out assigned work or instructions in a reasonable period of time	Official reprimand	Official reprimand to 3 days suspension	Official reprimand to 5 days suspension	1 year
2	Insubordinatio n (Major)	Refusal to obey legitimate orders, disrespect, insolence, and like behavior	Official reprimand to 5 days suspension	Fine to removal (note 1)	Removal (note 1)	1 year
3	Absence Without Leave (Minor)	Unauthorized absence of 2 days or less, including repeated tardiness and leaving the job without permission	Official reprimand to fine	Official reprimand to 3 days suspension	Official reprimand to 5 days suspension	1 year
4	Absence Without Leave (Major)	Unauthorized absence of more than 2 days (see line 17 if misrepresentation is involved)	Official reprimand to 5 days suspension	Fine to removal (note 1)	Removal (note 1)	1 year
5	Abandonment of Position	Absence without leave of 14 days or more	Removal (note 1)	Removal (note 1)	Removal (note 1)	1 year
6	Loafing or Sleeping on Duty (Minor)	Idleness or unauthorized participation in activities during duty hours which are outside of regularly assigned duties--when danger to safety of persons or property is minor or nonexistent	Official reprimand	Official reprimand to 3 days suspension	Official reprimand to 5 days suspension	1 year
7	Loafing or Sleeping on Duty (Major)	Idleness or unauthorized participation in activities during duty hours which are outside of regularly assigned duties--when danger to safety of persons or property is acute	Official reprimand to removal (note 1)	Fine to removal (note 1)	Removal (note 1)	1 year
8	Careless Workmanship or Negligence in Performance (Minor)	When spoilage or waste of materials or delay in production is not of great value	Official reprimand	Official reprimand to 3 days suspension	Official reprimand to 5 days suspension	1 year

L I N E	A	B	C	D	E	F
	Offense	Explanation	Penalty for First Offense	Penalty for Second Offense	Penalty for Third Offense	Reckoning Period
9	Careless Workmanship or Negligence in Performance (Major)	When spoilage or waste of materials or delay in production is significant	Official reprimand to 3 days suspension	Fine to removal (note 1)	Removal (note 1)	1 year
10	Defective Work	Covering up or attempting to conceal defective work; removing or destroying defective work without permission	Official reprimand to fine	Fine to 5 days suspension	Suspension to removal (note 1)	1 year
11	Violation of Safety Practices and Regulations (Minor)	Failure to observe safety practices and regulations, but danger to safety of persons, property, or security is minor or nonexistent (this may occur in conjunction with other offenses in this table)	Official reprimand	Official reprimand to 3 days suspension	Official reprimand to 5 days suspension	1 year
12	Violation of Safety Practices and Regulations (Major)	Failure to observe safety practices and regulations and danger to safety of persons, property, or security is acute (this may occur in conjunction with other offenses in this table)	Official reprimand to removal (note 1)	Fine to removal (note 1)	Removal (note 1)	1 year
13	Violation of Vehicle Regulations	Violating Japanese or USFJ base traffic regulations or operating a vehicle or mobile equipment without permission or authority	Official reprimand to 3 days suspension	Fine to 5 days suspension	Suspension to removal (note 1)	1 year
14	Loss of, Damage to, or Unauthorized Use or Willful Destruction of, Government Property, Records, or Information (Minor) (note 2)	Loss or damage is of small value	Official reprimand	Official reprimand to fine	Official reprimand to 5 days suspension	1 year

L I N E	A	B	C	D	E	F
	Offense	Explanation	Penalty for First Offense	Penalty for Second Offense	Penalty for Third Offense	Reckoning Period
15	Loss of, Damage to, or Unauthorized Use of Willful Destruction of, Government Property, Records, or Information (Major) (note 2)	Loss or damage is significant or unauthorized use of Government property of significant value is involved	Official reprimand to removal (note 1)	Fine to removal (note 1)	Removal (note 1)	1 year
16	Theft, Actual or Attempted Taking and Carrying Away Government Property or Property of Others (note 3)	Penalty is determined primarily by value of property mitigating circumstances, and employee's explanation	Official reprimand to removal (note 1)	Fine to removal (note 1)	Suspension to removal (note 1)	1 year
17	False Statement or Misrepresentation	Deliberate misrepresentation, fraud, falsification, exaggeration (if the result is significant); maliciousness; concealment of a material fact in connection with any official documents or withholding of material facts in connection with matters under official investigations	Official reprimand to removal (note 1)	Suspension to removal (note 1)	Removal (note 1)	1 year
18	Disorderly Conduct (Minor)	Rude boisterous play which adversely affects production, discipline, or morale; use of disrespectful, abusive, or offensive language; quarreling or inciting to quarrel	Official reprimand to fine	Fine to 3 days suspension	5 days suspension	1 year

LINE	A	B	C	D	E	F
	Offense	Explanation	Penalty for First Offense	Penalty for Second Offense	Penalty for Third Offense	Reckoning Period
19	Disorderly Conduct (Major)	Fighting, threatening, or inflicting bodily harm to another, physical resistance to competent authority, any violent act or language which adversely affects morale, production, or maintenance of discipline, indecent or immoral conduct	Official reprimand to removal (note 1)	Suspension to removal (note 1)	Removal (note 1)	1 year
20	Gambling	Promotion of, or assisting in, operation of organized gambling or participation in organized gambling during working hours	Official reprimand to fine	Suspension to removal (note 1)	Removal (note 1)	1 year
21	Use of Intoxicants (Minor)	Drinking or selling of intoxicants on duty	Official reprimand to fine	Official reprimand to 3 days suspension	Fine to 5 days suspension	1 year
22	Use of Intoxicants (Major)	Reporting for duty or being on duty under the influence of intoxicants so as to be unable to properly perform assigned duties, or determined to be a hazard to self or others	Official reprimand to fine	Fine to removal (note 1)	Removal (note 1)	1 year
23	Use of Narcotics	Any use, possession, or distribution of habit-forming narcotic drugs, marijuana, nervous system stimulants (or instruments or devices to administer the same) in USFJ facilities or areas or attempting to bring the same into USFJ facilities and areas	Official reprimand to removal (note 1)	Fine to removal (note 1)	Suspension to removal (note 1)	1 year
24	Personal Business	Conducting personal business in a USFJ facility or area during working hours without permission	Official reprimand to fine	Fine to 3 days suspension	Suspension to removal (note 1)	1 year

L I N E	A	B	C	D	E	F
	Offense	Explanation	Penalty for First Offense	Penalty for Second Offense	Penalty for Third Offense	Reckoning Period
25	Bribery or Intimidation	Accepting money or property under promise to influence accession to or retention in employment, or using intimidation or coercion in connection with the employment of any individual for profit or gain	Official reprimand to removal (note 1)	Fine to removal (note 1)	Suspension to removal (note 1)	1 year
26	Extortion	Asking, accepting, or receiving any money or any check, order, contract, promise, undertaking, gratuity, or security for the payment of money or for the delivery or conveyance of anything of value, with intent to have the employee's decision or action influenced thereby on any question, matter, cause, or proceeding which may at any time be pending, or which may be brought before the employee in his or her official capacity, or in his or her place of trust	Official reprimand to removal (note 1)	Suspension to removal (note 1)	Removal (note 1)	1 year

NOTES:

1. Removal is authorized for those employees who commit four or more offenses within a reckoning period.
2. Government property includes the property of USFJ Article XV organizations.

Chapter 15

TERMINATION OF EMPLOYEES

15.1. Types of Termination:

15.1.1. Abandonment of Position. Termination of an employee who has abandoned his or her position.

15.1.2. Advanced Age Termination. Termination of an employee who has reached the age of 60.

15.1.3. Death. Termination due to death.

15.1.4. Disability Termination. Termination of an employee who is not able to perform the assigned duties or whose work is a hazard to self or others due to physical or mental disability.

15.1.5. Disqualification/Inefficiency Termination. Termination of an employee:

15.1.5.1. Who is found to be disqualified for reasons such as failure to meet performance requirements of the job.

15.1.5.2. When information is found which, if known, would have disqualified him or her for hire.

15.1.5.3. Who commits repeated offenses.

15.1.6. Expiration of Employment Term. Termination of a daily, limited-term, seasonal, or special-term employee at the end of the employment period.

15.1.7. 55/15 Termination. Termination of an employee who is age 55 or over and has 15 or more years of continuous service.

15.1.8. Incapacity/Disability Termination. Termination of an employee incapacitated due to illness or injury when his or her authorized nonpay period has expired.

15.1.9. Mental Illness Termination. Termination of an employee who is found to be mentally ill by a recognized Japanese medical authority.

15.1.10. Resignation. An employee's voluntary action to terminate his or her employment.

15.1.11. Post Retirement Employee Termination. Termination of a post retirement employee who has completed the work for which initially hired.

15.1.12. Special Separation. Termination of an employee who has reached the age of 59.

15.1.13. RIF. RIF is the involuntary separation of one or more employees. RIF procedures are invoked when a competitive area is closed or when a reduction in the total number of personnel in a competitive level within a competitive area is required. Such a requirement is normally based on budgetary restrictions, overstaffing, or functional changes.

15.2. Restrictions on Termination. A female employee on pregnancy leave is not terminated for any reason until the 30th day following the last day of such leave, except for base closure or a phase out of the organization.

15.3. Responsibilities Assigned:

15.3.1. Supervisors:

15.3.1.1. Determine if employees are performing satisfactorily and assist them in areas who are marginal or unsatisfactory.

15.3.1.2. Submit a report of circumstances to the CPF on a disqualification/inefficiency or disability termination case.

15.3.1.3. Keep the CPF informed of the status of a permanent employee on sick leave due to a duty-connected illness or injury. The CPF requires this information to issue a timely advance notice of termination to the employee.

15.3.1.4. Request termination of the employee as recommended by the CPF.

15.3.2. CPFs:

15.3.2.1. Determine whether the reason for termination is supported by evidence and, if warranted, forward a notice of proposed termination to the LMO.

15.3.2.2. Consult with the LMO.

15.3.2.3. Act on appeals employees submit to the CPF or LMO.

15.3.2.4. When unable to reach an agreement with the LMO on the proposed termination, forward the case to 5 AF/DPC (374 MSS/DPC).

15.3.2.5. If necessary, provide employees with placement assistance for other positions when initial placement was due to malrecruitment.

15.4. Termination Procedures:

15.4.1. Abandonment of Position Termination. An employee may be terminated when he or she has been absent for 14 continuous calendar days without any communication with management.

15.4.2. Advanced Age Termination:

15.4.2.1. Employees are terminated after reaching the age of 60. Extension of the termination period is not granted.

15.4.2.2. Termination is effective only on 30 June and 31 December, following the employee's 60th birthday except as indicated in [15.4.7.3](#).

15.4.2.3. CPF will explain the Advance Age Termination (age 60 mandatory retirement) to supervisors at the same time when CPF notify the Special Separation to supervisors as indicated in [15.4.11.2](#). CPF will also advise supervisors on PRE appointments and their general restrictions as prescribed under [3.1.8](#).

15.4.2.4. At least 120 calendar days before the effective date of termination, the CPF provides organizations with a list of employees subject to termination.

15.4.2.5. As an exception to [15.4.11.3.4](#), PAR for PRE appointments may be considered, even after the procedures for Special Separation are completed, if special projects or short term work requirements (including training for replacements) are recognized and justified.

15.4.2.6. Within 15 calendar days of receiving this list, supervisors submit PARs to the CPF per paragraph [15.5](#).

15.4.3. Death. Termination is as of the date of death.

15.4.4. Disability Termination:

15.4.4.1. When an employee cannot perform the duties or is a hazard to self or others due to physical or mental disability, the supervisor submits a written statement of the facts and circumstances in three copies to the CPF.

15.4.4.2. The CPF provides a copy of the statement to the LMO and arranges for a medical examination of the employee at a Japanese medical facility. If the findings and recommendation of the physician indicate the employee's physical or mental state precludes continuance in the same or another job, the CPF prepares a notice of proposed termination and forwards it to the LMO. After consultation with the LMO, the CPF requests the supervisor to submit a PAR for termination per paragraph [15.5](#).

15.4.5. Disqualification/Inefficiency Termination:

15.4.5.1. The supervisor assists an employee whose work is marginal or when the employee fails to meet job requirements.

15.4.5.2. If, after a fair trial period, the employee is still unable to perform satisfactory work, the supervisor, with the assistance of the CPF, attempts to place him or her in a position which suits his or her skill. If a suitable job is not available or if he or she does not want to be reassigned, the supervisor submits a report of circumstances in three copies to the CPF.

15.4.5.3. If the employee is disqualified due to a personal action or attitude, which, if known, would have prevented the initial appointment from being made, the report of circumstances is prepared and submitted as indicated in paragraph [15.4.5.2](#).

15.4.5.4. The CPF reviews the report of circumstances and investigates the matter. If termination is appropriate, the CPF prepares a notice of proposed termination and forwards it to the LMO with a copy of the report of investigation.

15.4.5.5. After consultation with the LMO, the CPF requests the supervisor to submit a PAR for termination of the employee per paragraph [15.5](#).

15.4.6. 55/15 Termination:

15.4.6.1. An employee who is age 55 or over and has 15 years or more of continuous service may be terminated when proposed by either the employee or the supervisor and if both agree. The supervisor has the sole right to determine to whom the offer under this special provisions is made. When a proposal is made by the supervisor, the employee is informed in a private interview.

15.4.6.2. The proposed separation, either by employee or supervisor, is made in writing at least 45 days before the requested date of separation.

15.4.6.3. Within 15 days of the proposed date, the employee or supervisor informs the other of his or her concurrence or nonconcurrence. If the employee does not concur, he or she may continue his or her employment. If the supervisor does not concur with an employee's request for separation and the employee still wants to terminate, the termination is processed as a resignation per paragraph [15.4.9](#).

15.4.7. Incapacity/Disability Termination:

15.4.7.1. Nonduty-Connected Illness or Injury. The employee will be terminated on the last day of the 180 calendar days' leave without pay period (per paragraph 9.3.1.2. for trial period employees).

15.4.7.2. Nonduty-Connected Tuberculosis. The LMO issues a 30-day advance notice of termination for an MLC employee and the CPF issues one for an IHA employee. The notice is effective on the final day for which Sickness or Injury Allowance is payable. If an employee recovers during the above period, he or she may request the withdrawal of the advance notice of termination and is returned to duty.

15.4.7.3. Duty-Connected Illness or Injury. When an employee is still incapacitated on the day when 3 years have elapsed since the commencement of medical treatment and is receiving payment of Injury and Disease Compensation Pension, the LMO issues a 30-day advance notice of termination to be effective on the day when that 3-year period has elapsed. If the employee is not receiving payment of that pension, the advance notice of termination is effective on the day when the employee has become eligible for payment of the pension. If an employee recovers during the period of the advance notice of termination, he or she may request the withdrawal of the advance notice and may be returned to duty.

15.4.8. Mental Illness Termination. When an employee is found to be mentally ill, the supervisor requests the CPF to have him or her examined by a recognized Japanese medical authority. If a review of the examination results warrants his or her termination, the CPF requests the supervisor to submit the PAR for termination per paragraph 15.5.

15.4.9. Resignation:

15.4.9.1. A resignation is a voluntary act of an employee. No employee will be requested or directed to resign.

15.4.9.2. An employee who wants to resign submits a written request for resignation using any format or USFJ Form 24EJ, **Request for Resignation**, with reasons at least 2 weeks in advance unless the supervisor agrees to an earlier date. A resignation request, once submitted, may not be withdrawn without the supervisor's concurrence.

15.4.9.3. An employee is not denied the right to resign even if an action to otherwise terminate is pending. If an employee gives the 2 weeks' notice of intent to resign after being informed that a charge will be made and removal recommended, the supervisor immediately completes the USFJ Form 329 for MLC employees or 11EJ for IHA employees, as applicable, and forwards it to the CPF so that a charge can be initiated against the employee during the notice period.

15.4.9.4. The effective date of resignation for an employee with 7 or more years of service may be postponed for a maximum of 60 days at the option of the supervisor due to operational requirements. If the employee does not concur with this postponement, the retirement allowance is reduced by 50%.

15.4.10. Post Retirement Employee Termination:

15.4.10.1. A post retirement employee may be terminated at any time during his/her contract term with 60-day advance notice to the CPF, or terminated at the end of one year with 60-day advance notice to the CPF. (For rehire of post retirement employees, consult with the CPF representative.)

15.4.10.2. Supervisors submit PARs to the CPF 60 days in advance of the requested termination date.

15.4.11. Special Separation:

15.4.11.1. Special separation is effective only on the last day of each quarter in which the employee reaches his or her 59th birthday.

15.4.11.2. Before the start of each quarter, the CPF forwards a list of employees eligible for special separation to organizations.

15.4.11.2.1. CPF will advise supervisors on Advanced Age Termination and PRE appointments as prescribed under [15.4.2.3](#).

15.4.11.3. Supervisors decide which of the following three categories which employees are to be processed under:

15.4.11.3.1. Category 1--An employee to be terminated at the end of the quarter at age 59.

15.4.11.3.2. Category 2--An employee to be terminated at age 60 per paragraph [15.4.2](#).

15.4.11.3.3. Category 3--An employee to be rehired under PRE system.

15.4.11.3.4. Supervisors, when necessary, will provide the CPF a training plan, for those who replacing the retiring employees. Unless there is a training plan submitted to CPF at this point in time, PRE appointments for training purpose as prescribed under paragraph [3.1.8](#). will not be approved.

15.4.11.4. Supervisors take the following actions:

15.4.11.4.1. For employees identified as Category 1. Complete a PAR per paragraph [15.5](#). The PAR is countersigned (approved) by the organizational commander or an official of comparable or higher level.

15.4.11.4.2. For employees identified as Category 2. Terminate employees per paragraph [15.4.2](#). (The CPF notifies supervisors approximately 6 months prior to employees reaching mandatory age 60 termination.)

15.4.11.4.3. For employees identified as Category 3. Submit a PAR to CPF at least 100 days in advance from the effective date.

15.5. Requests for Termination Action. Supervisors prepare a PAR for termination on USFJ Form 11EJ for MLC and IHA employees. Block 4 of the USFJ Form 11EJ indicate the specific reason for termination, such as "Termination (Advanced Age)," "Termination (Disqualification)," "Termination (Incapacity for Duty)," etc.

15.6. Advance Notice of Termination. Involuntary termination of a permanent employee or a trial-period employee who has worked more than 14 calendar days requires 30 days advance notice. When an advance notice is not given, or the notice is less than 30 days, the employee is authorized a discharge allowance of average wage for each day less than 30 days. The supervisor ensures the termination request is made and submitted to the CPF sufficiently in advance to allow for timely issuance of the notice. Lack of such a notice period is justified by the supervisor on the PAR.

15.7. Appeals. Employees may appeal the termination decision. Such appeals, in writing, are filed within 7 calendar days from the date of receiving the termination notice.

Chapter 16

GRIEVANCES

16.1. Terms Explained:

16.1.1. *Contracting Officer's Representative (COR)*--The officials designated to represent the Contracting Officer in executing the MLC. The CPO and members of the CPF staff act in this capacity.

16.1.2. *Contracting Officer's Representative for Appeals (CORA)*--The 5 AF Director of Civilian Personnel.

16.1.3. *Grievance*--An employee's stated dissatisfaction with any aspect of his or her employment. Termination of employment for security reasons is not a subject for grievance.

16.1.4. *Grievance Advisory Committee (GAC)*--A 3-member committee established to handle MLC hearings. The committee is composed of one US military officer, one US civilian employee, and one MLC employee at the installation who are appointed by the CORA. One of the two US Forces personnel is designated as chairperson. The committee acts on third-step grievances as assigned by the CORA. See [Attachment 8](#) for a sample report of hearing.

16.1.5. *Grievant*--An employee who submits a grievance.

16.1.6. *Installation Grievance Committee*--A 3-member committee established to handle IHA hearings. The committee is composed of one US military officer, one US civilian employee, and one IHA employee at the installation who are appointed by the installation commander.

16.2. Handling Grievances. Grievances are settled informally, promptly, and satisfactorily at the first-level supervisor, when possible. Employees are free from restraint, interference, coercion, discrimination, or reprisal in presenting a grievance, filing a grievance appeal, and requesting a grievance review.

16.3. Responsibilities Assigned:

16.3.1. Supervisors ensure the provisions of this chapter are brought to the attention of and are made available to each employee.

16.3.2. CPFs:

16.3.2.1. Keep employees, supervisors, and operating officials fully informed of the grievance procedures.

16.3.2.2. Counsel and assist supervisors and operating officials as much as possible, without actually assuming the responsibility to resolve grievances.

16.3.2.3. Try to settle grievances informally at any step of the grievance process where settlement is possible.

16.3.2.4. Act on the second step of written grievances when received and make written decisions to MLC grievants.

16.3.2.5. Assist grievants to follow proper appeal procedures if they are not satisfied with the second step decision and want to appeal to the third step.

16.4. Rights of Grievants to Representation. Grievants have the right to be accompanied and represented by not more than two fellow employees of personal choice while presenting a grievance at the first, second, and third steps. It is their responsibility to obtain concurrence from the employees selected as representatives.

16.5. Steps in Presenting Grievances. See [Table 16.1](#) for MLC provisions and [Table 16.2](#) for IHA provisions. The following forms are prescribed for use by MLC employees in submitting grievances. The forms are self-explanatory.

- 16.5.1. USFJ Form 333EJ, **MLC Second Step Grievance.**
- 16.5.2. USFJ Form 328EJ, **MLC Third Step Grievance.**
- 16.5.3. USFJ Form 332EJ, **MLC Request for Grievance Review.**

16.6. Granting of Leave. Administrative leave with pay is granted to employees who participate in the grievance procedures outlined herein.

Table 16.1. MLC Steps in Presenting Grievances.

L I N E	A	B	C	D
	Step	Level	Action by Employee	Action by Management
1	First Step	Supervisory Level	If you have a grievance to submit, discuss it orally with, or present it in writing to, your first-level supervisor. If you believe the initial presentation to your first-level supervisor would be unsatisfactory, present your grievance to the next higher supervisor. You can discuss the grievance orally with, or present it in writing to, the next higher supervisor.	The first-level or next higher supervisor reviews and attempts to resolve the matter as promptly as possible.
2	Second Step	COR Level	If you are still not satisfied, present your grievance using USFJ Form 333 EJ to the COR for decision.	The COR makes a decision within 15 calendar days.
3	Third Step	CORA Level	If you are still not satisfied, submit USFJ Form 328EJ for action by the CORA.	The CORA either grants relief or refers the matter to the GAC within 6 calendar days. If referred to the GAC, a decision is made within 7 calendar days after receipt of the hearing record.
4	Final Step	Contracting Officer (CO) for MLC Level	If you are still not satisfied, submit USFJ Form 332EJ to the CORA.	The CORA refers the request to the CO for final review and decision. The CO decision is made within 21 calendar days.

Table 16.2. IHA Steps in Presenting Grievances.

L I N E	A	B	C	D
	Step	Level	Action by Employee	Action by Management
1	First Step	Supervisory Level	If you have a grievance to submit, discuss it orally with your immediate (first-level) supervisor within 30 calendar days after the incident occurs. If you are not satisfied, discuss the grievance orally with your second-level supervisor. If you believe the initial presentation to either the first or second-level supervisor would be unsatisfactory, go to the CPF to find out to which supervisory level you should present your grievance.	The first-level or next higher supervisor reviews and attempts to resolve the matter as promptly as possible.
2	Second Step	Installation Level	If you are still not satisfied, submit an appeal in writing through channels to the installation commander for hearing by the installation grievance committee.	The installation commander's decision is made comes within 7 calendar days after receipt of the hearing record.
3	Third Step	5 AF Level	If you are still not satisfied, submit a written request to the 5 AF Commander (5 AF/CC) within 10 workdays for review of the record and decision.	5 AF/CC makes a decision within 30 workdays.
4	Final Step	USFJ-DFAA Level	If you are still not satisfied, submit a written request within 10 workdays to the Joint USFJ-DFAA Grievance Review Committee for final review of the record and decision.	The final decision is made within 10 workdays.

Chapter 17

IMPENDING LABOR RELATIONS PROBLEMS AND STRIKE ACTIONS

17.1. Applicability. This chapter is applicable to all Department of the AF agencies in Japan and to all other USG or private agencies or individuals, other than Army, Navy, or Marine Corps in Japan, that are supported by or associated with the Department of the Air Force.

17.2. Responsibilities of Installation Commanders. Installation commanders:

17.2.1. Ascertain the facts concerning impending problems which arise and cause labor relations disputes or tactics affecting MLC or IHA employees.

17.2.2. Ensure the implementation of the reporting requirements in this chapter by the CPF serving the installation.

17.2.3. Take appropriate action to provide proper security measures during labor unrest.

17.3. Report of Impending Labor Relations Problems (RCS: USJ-EJ-4):

17.3.1. Submission of Reports. When the facts indicate potential fiscal or manning problems or reveal tactics (slowdown, walkouts, etc.) which might impair operations during the early stages of disputes or tactics prior to strike actions, CPFs immediately submit reports of the situation and measures undertaken through command channels to 5 AF/DPC (374 MSS/DPC). Reports may be submitted via telephone or fax (225-3900 for telephonic reports and 225-8527 for fax reports). Such reports are confirmed in writing as soon as practicable. Progressive reports will follow indicating the manner by which the problems are being resolved or have been disposed of.

17.3.2. Contents of Reports. The reports include as much of the information in **Figure 17.1.** as is available at the time of initial submission or progressive reports. Such initial and progressive reports are not delayed for lack of supporting data to cover the required information.

Figure 17.1. RCS: USJ-EJ-4 Report Format.

1. US Forces unit or units involved.
2. Location of the dispute.
3. Labor union demands and basic issues causing the dispute.
4. Commencement date and duration of any proposed strike.
5. Number of MLC and IHA employees directly involved in the dispute.
6. Background leading to the dispute.
7. Impact of the proposed strike upon US operations and combat effectiveness.
8. Countermeasures being planned by US Forces in the event of a strike.
9. Actions being taken to resolve the dispute.
10. Other facts germane to the dispute.

Figure 17.2. RCS: USJ-EJ-23 Report Format (Initial Report).

1. Date of strike: _____, time reported: _____.
2. Strike scheduled from _____ hours to _____ hours.
3. Picket formation from _____ hours to _____ hours.
4. Total number of picketers: _____.
5. Police attendance from _____ hours to _____ hours.
6. Number of police: _____.
7. Number of employees: <i>MLC</i> <i>IHA</i> <i>AAFES</i>
7.1. Current assigned strength: _____
7.2. Scheduled to work: _____
7.3. Total reported for duty: _____
7.4. Total absent from duty: _____
7.5. Percentage present: _____
7.6. Accommodated on base: _____
8. Incidents reported: _____.

17.4. Report on Actual Strike Actions (RCS: USJ-EJ-23):

17.4.1. Initial Reports. CPFs furnish to 5 AF/DPC (374 MSS/DPC) initial reports, via telephone or fax, strike actions resulting from either a stalemate or unresolved impending problems or strike actions announced spontaneously without prior consultation, immediately at the start of the strike and

during prolonged as well as periodic or aggravating strikes. Installations establish local procedures for timely collection of necessary data and submit the report by 0830 each day of the strike using the format in [Figure 17.2](#).

17.4.2. Written Reports. Written reports are furnished on cessation of the strike. Reports include, but are not limited to, the information in [Figure 17.3](#).

17.5. Actions During Labor Unrest:

17.5.1. During picketing activities, neither AF military nor privately owned vehicles are used to transport Japanese nationals across picket lines. The word "transport" does not restrict the use of Japanese nationals as drivers, crew members, etc., of such vehicles engaged in their normal day-to-day functions.

Figure 17.3. RCS: USJ-EJ-23 Report Format (Written Report).

- | |
|--|
| <ol style="list-style-type: none"> 1. Date and hour of commencement of the strike. 2. Date and hour of commencement of picketing activities. 3. Number of employees scheduled to work. 4. Number of employees absent from work. 5. Number of employees accommodated on installations. 6. Number of employees given passes to pass through picket lines. 7. Number of employees permitted to pass through picket lines. 8. Factual evidence and records, including photographs, of all activities of pickets considered to be unusual or illegal. 9. Date and hour of termination of the strike. 10. Any other facts or data germane to the strike. |
|--|

17.5.1.1. If Japanese nationals are mounted on vehicles to transport them to installations, they are dismounted from the vehicles at the entrance of the installations. They then proceed through picket lines to enter the installations.

17.5.1.2. Japanese employees are not used as drivers of such vehicles when the movement of the vehicles involves crossing picket lines.

17.5.2. It is within the authority of installation commanders to accommodate employees on installations overnight or for such periods as desired, if such action is necessary or desirable for the functioning of the installation and if acceptance of such accommodation is voluntary on the part of the employees.

17.5.3. Nothing contained herein cancels responsibility of installation commanders to take such actions in times of emergency or threat of emergency, which they deem necessary for the safe and effective functioning of the installation.

17.6. Retaliation Against Strikers:

17.6.1. AF labor policy precludes action against individual MLC and IHA employees who participate in strikes for the following reasons:

17.6.1.1. The GOJ interprets Japanese legislation to afford strike rights to MLC and IHA employees.

17.6.1.2. In other than small, isolated, or short strikes, it would be impossible to replace Japanese employees with US personnel.

17.6.2. Pending reappraisal of the entire strike problem, installations are directed to take no punitive action against individuals because they participated in a strike.

17.6.3. This instruction does not limit the prerogative of installations to determine what type of manpower, either US military personnel, MLC, or IHA employees, should be used in the performance of various functions. If, in order to maintain combat effectiveness, the potential threat of work stoppages to essential operations results in the decision that it is feasible to permanently replace MLC or IHA employees with US military personnel in the performance of essential functions, such permanent replacement is authorized. Any RIF that results is effected in accordance with the established procedures.

17.7. Dormitory Occupancy During Strikes:

17.7.1. Dormitory residents who are engaged in strike action outside of 5 AF facilities or areas may be denied reentry during such period.

Chapter 18

DUTY-CONNECTED INJURY AND ILLNESS REPORTING

18.1. Terms Explained:

18.1.1. *Duty-Connected Injury or Illness*--An injury or illness sustained in the performance of official duties.

18.1.2. *Workmen's Accident Compensation Insurance (WACI) Law of Japan*--An insurance which provides prompt and equitable compensation to an employee in the event of injury, disability, or death due to an occupational accident or disease. It also provides necessary arrangements for the welfare of the employees.

18.2. General Provisions:

18.2.1. MLC and IHA employees with a duty-connected injury or illness are paid for treatment of such injury or illness as specified in the WACI Law of Japan. The LMO requires a report of each duty-connected injury or illness from the CPF or AAFES personnel office to support a claim for benefits prescribed by the law.

18.2.2. Employees may use sick leave for a duty-connected injury or illness as indicated in [Chapter 9](#).

18.3. Responsibilities Assigned:

18.3.1. Supervisors:

18.3.1.1. Inform employees to immediately report a duty-connected injury or illness, no matter how slight.

18.3.1.2. Obtain prompt medical care for injured or sick employees.

18.3.1.3. Report a duty-connected injury or illness to the CPF or AAFES personnel office, and inform them of any changes in the status of the injured or sick employee.

18.3.1.4. Promptly notify the proper safety officials of a duty-connected injury or illness.

18.3.1.5. Keep each employee's emergency address on AF Form 971 or AAFES Form 1100-24, **Supervisor/Employee Communication Record**.

18.3.2. Employees:

18.3.2.1. Immediately report a duty-connected injury or illness to the supervisor, if able.

18.3.2.2. Keep the supervisor informed of their current address.

18.3.3. CPFs and AAFES personnel offices:

18.3.3.1. Inform employees and supervisors of compensation procedures for duty-connected injuries and illnesses.

18.3.3.2. Submit necessary reports to the LMO.

18.3.3.3. If necessary, assist management to find a job in which to place the injured employee.

18.4. Reporting and Other Procedures:

18.4.1. Employees immediately report a duty-connected injury or illness to the supervisor, if able, and then proceed to the proper medical facility for assistance. Use the Health Insurance Society Japanese dispensary, if available.

18.4.2. If necessary, supervisors ensure employees report to the medical facility.

18.4.3. Supervisors submit a report of duty-connected injury or illness, as shown in **Figure 18.1.**, and forward it in three copies to the CPF or AAFES personnel office within 48 hours of the accident or incident and notify safety officials.

18.4.4. CPFs and AAFES personnel offices:

18.4.4.1. Review reports of duty-connected injuries or illnesses and forward them to the safety office and LMO as soon as possible.

18.4.4.2. Immediately report serious injuries, illnesses, and fatal accidents and incidents to 5 AF/DPC (374 MSS/DPC). Also notify 5 AF/DPC (374 MSS/DPC) when the GOJ Labor Standards Inspection Bureau requests an investigation on the case.

Figure 18.1. Format for Report of Duty-Connected Injury or Illness.

(Date)
MEMORANDUM FOR (CPF or AAFES Personnel Office)
FROM: (Reporting Organization) Unit 5XXX APO AP 963XX-5XXX
SUBJECT: Report of (MLC) (IHA) Duty-Connected Injury (Illness)
The following information is reported in accordance with 5 AFI 36-102, Chapter 17:
a. Name, date of birth, and present address:
b. Job title, job number, and assigned organization:
c. Description of how the accident or incident occurred (including the date, time, and place):
d. Extent of the injury:
e. Name and address of the medical facility to which the injured was taken:
f. Name and job title of the witness:
g. Name of the supervisor and telephone number:
(Signature of Responsible Supervisor)

18.5. Forms Prescribed.

5 AF Form 50EJ, MLC Special Work Allowance Report

5 AF Form 55EJ, Tentative Annual Leave Schedule

USFJ Form 11EJ, Personnel Action Request/Official Notification of IHA Personnel Action (PA)

USFJ Form 12, Request for Payment of Cash Award

USFJ Form 21, Annual Requirement of Protective Clothing and Uniforms
USFJ Form 23EJ, Leave Application
USFJ Form 24EJ, Request for Resignation
USFJ Form 34, MLC Personnel Time and Attendance Record
USFJ Form 328EJ, MLC Third Step Grievance
UFFJ Form 329, MLC Report of Alleged Offense
USFJ Form 330EJ, MLC Charge of Offense
USFJ Form 331EJ, MLC Notice of Remedial Action
USFJ Form 332EJ, MLC Request for Grievance Review
USFJ Form 333EJ, MLC Second Step Grievance
USFJ Form 356EJ, Japanese Personnel Travel Authorization
USFJ Form 356aEJ, Japanese Personnel Travel Authorization (Continuation Sheet)
USFJ Form 364, IHA Personnel Time and Attendance Record

THOMAS C. WASKOW, Lieutenant General, USAF
Commander

Attachment 1**GLOSSARY OF REFERENCES AND SUPPORTING INFORMATION*****Abbreviations and Acronyms***

AAFES—Army and Air Force Exchange Service

AF—Air Force

AFSC—Air Force Specialty Code

BWT—Basic Wage Table

COR—Contracting Officer's Representative

CORA—Contracting Officer's Representative for Appeals

CPF—Civilian Personnel Flight

CPO—Civilian Personnel Officer

DFAA—Defense Facilities Administration Agency

5 AF—Fifth Air Force

GAC—Grievance Advisory Committee

GOJ—Government of Japan

HPT—Hourly Pay Temporary

HQ—Headquarters

IHA—Indirect Hire Agreement

LAD—Language Allowance Degree

LMO—Labor Management Office

LTE—Limited Term Employee

MLC—Master Labor Contract

MSS—Mission Support Squadron

NAF—Nonappropriated Fund

PACAF—Pacific Air Forces

PAR—Personnel Action Request

PRE—Post Retirement Employee

RIF—Reduction-in-Force

SASA—Special Act or Services Award

SOFA—Status of Forces Agreement

SSPA—Sustained Superior Performance Award

SWA—Special Work Allowance

TDY—Temporary Duty

TU—Table of Uniforms

US—United States

USFJ—US Forces, Japan

USG—US Government

Attachment 2

WRITING MLC AND IHA JOB DEFINITIONS

A2.1. Format for Job Definitions. This attachment explains how to write and propose job definitions for inclusion in the MLC or IHA Job Definition Manual. Each job definition has three sections--"General," "Duties and Responsibilities," and "Others." (See [Figure A2.1.](#))

A2.1.1. The "General" section includes information that is essential to evaluate and classify the job. It includes the duties or tasks that are so different from those in existing job definitions that a new and separate one is required to fit the classification, pay, recruitment, and other personnel processes.

A2.1.2. The "Duties and Responsibilities" section includes information that supports the "General" section. It serves as the basis for the classification of the job. Each duty is shown in descending order of difficulty or sequence of performance. The level of difficulty is the best method and should be used unless the sequence method provides a better view of the knowledge and skills essential to good job performance.

A2.1.2.1. Job definitions are limited to one page.

A2.1.2.2. Abbreviations and shop or office names are not used.

A2.1.2.3. Duty statements are expressed in the third person, singular, present tense, active voice, and usually begin with the verb. The subject (incumbent) is not repeated unnecessarily.

A2.1.3. The "Others" section includes such things as license requirements, physical requirements, or known hazard exposure that could occur on the job.

A2.1.4. The title is kept short but as descriptive as possible.

Figure A2.1. Format for Job Definition.

<u>JOB DEFINITION TITLE</u>
<u>GENERAL</u>
 <u>DUTIES AND RESPONSIBILITIES:</u>
 <u>OTHERS:</u>
 BWT# ____ - GRADE ____
 LA - DEGREE ____

A2.2. Writing a Job Definition:

A2.2.1. Write a job definition for quartet-service use. If this is not possible, state just the specialized nature of the work to be accomplished.

A2.2.2. Write a BWT 2 job definition only for a nonsupervisory position.

A2.2.3. When writing a job definition in other than BWT 2 for a job with supervisory or managerial duties that include the direction of the work to be performed by subordinate workers, include the full scope and degree of the supervisory tasks in personnel management; for example, selection, assignment of work, review of work, and discipline. Include a supervisory or managerial designation in the title and a statement that the job will not be made any higher based on supervisory responsibilities.

A2.2.4. Do not write a job definition for clerical and manual jobs with a low grade when an existing one covers tasks that require a relatively short time for training or instruction.

A2.3. Establishing a Proposed Grade Structure. The grade structure is made by means of an objective analysis of the facts. The grade selected is compared to those of related job definitions in the same occupational family, if there are any, and with those in other occupational families to ensure horizontal alignment.

A2.4. Justification of Grade and Essentiality. Submit full justification to support the proposed grade with any proposed job definition (see [Figure A2.2.](#)). Provide an explanation of the grade relationship between the new and others as well as background information of the occupational data of the definition. Also, include other data, such as the placement source, number of jobs, and using activity.

Figure A2.2. Format for Justification of Grade and Essentiality.

<p><u>JUSTIFICATION OF GRADE AND ESSENTIALITY</u></p> <p><u>ESSENTIALITY:</u></p> <p><u>PROPOSED GRADE:</u></p> <p><u>LANGUAGE DEGREE:</u></p> <p>Number of Positions:</p> <p>Using Unit:</p>

Attachment 3

CRITERIA FOR DETERMINING ELIGIBILITY FOR SWA

A3.1. Overhead Work:

A3.1.1. For hazardous work 10 meters or more but less than 20 meters above ground or water: **¥220 per day**.

A3.1.2. For hazardous work 20 meters or more above ground or water: **¥320 per day**.

A3.2. Excavation Work. For work in excavation of 4 meters or more below the ground except for work in large open pits: **¥560 per day**.

A3.3. Underwater Work:

A3.3.1. For work performed 20 meters or less underwater: **¥310 per hour**.

A3.3.2. For work performed more than 20 meters but 30 meters or less underwater: **¥780 per hour**.

A3.3.3. For work performed more than 30 meters underwater: **¥1,500 per hour**.

A3.4. Railway and Runway Work. For work within 1 meter of railroad tracks or 3 meters of airplane runways which are actively in use (at least twice during the employee's normal shift) where it is necessary to take refuge from time to time: **¥300 per day**.

A3.5. Extreme Physical Labor:

A3.5.1. For work involving the handling without forklifts, rollers, or other machines, of items 40 kilograms or more but less than 100 kilograms in weight per person: **¥375 per day**.

A3.5.2. For work involving the handling without forklifts, rollers, or other machines, of items 100 kilograms or more in weight per person: **¥560 per day**.

A3.6. High Voltage Work. For work involving the installation, maintenance, or repair of electric lines or electric machinery with the danger of direct contact with live, high tension lines of 750 volts DC or more or 300 volts AC or more: **¥270 per day**.

A3.7. Heated Minerals and Liquids. For work involving the handling of melted or highly heated minerals or boiling liquids over 100 degrees centigrade: **¥260 per day**.

A3.8. Poisons:

A3.8.1. For work involving the handling of poisons or other toxic items as defined in Law for Control of Poisons, Law No. 303 of 1950, as revised, where actual danger is involved: **¥290 per day**.

A3.8.2. For work involving merely the presence of poisons or other toxic items as above, where actual danger is involved: **¥210 per day**.

A3.9. Explosive Materials. For work involving the processing, storing, gathering, carrying, transporting, guarding, or presence of explosive materials.

A3.9.1. The term "explosive materials" includes:

A3.9.1.1. Explosive and other dangerous items, including gunpowder, fireworks, ammunition over 50 caliber, dynamite, mechanical mines, chlorine acid salts, superchlorine acid salts, and similar items.

A3.9.1.2. Inflammables, including magnesium, potassium, sodium, yellow phosphorous, phosphorous sulphide, and similar items.

A3.9.1.3. Strongly ignitable dangerous items, including acetic acid, amyl acetate, gasoline except when stored outdoors, benzine, toluene, ether, ethyl alcohol, methyl alcohol, and similar items. NSFO (black oil) is excluded from this category when handled below the flash point.

A3.9.2. When work is conducted in the presence of explosive materials, but does not involve actual handling or transporting of such materials, the area is designated a maximum danger area, minimum danger area, or no danger area. This determination will be made by the CPF under the established procedures.

A3.9.3. SWA is not authorized for payment under the above conditions if actual danger is not involved due to minor quantities, availability of protective devices, topographical conditions, or otherwise.

A3.9.4. For employees regularly assigned for a full tour of duty within an ammunition storage area or involving handling and/or transporting of explosive materials as their primary mission.

A3.9.4.1. For processing, storing, gathering, carrying, transporting, or other contact with explosive materials: **¥250 per day**.

A3.9.4.2. For guarding or otherwise working within a maximum danger area: **¥165 per day**.

A3.9.4.3. For guarding or otherwise working within a minimum danger area: **¥85 per day**.

A3.9.5. For employees working in the presence of explosive materials intermittently or on a part-time basis.

A3.9.5.1. For processing, storing, gathering, carrying, transporting, or other contact with explosive materials: **¥65 per hour**.

A3.9.5.2. For guarding or otherwise working within a maximum danger area: **¥50 per hour**.

A3.9.5.3. For guarding or otherwise working within a minimum danger area: **¥30 per hour**.

A3.10. Cold. For work in an indoor place of dry-bulb temperature of 10 degrees centigrade below zero or lower for a period of consecutive 30 minutes or more: **¥130 per hour**.

A3.11. Corpses.

A3.11.1. For work dealing with dead bodies at such places as dissection rooms: **¥2,500 per day**.

A3.11.2. For work carrying corpses: **¥620 per day**.

A3.12. Filthy Work. For work involving the handling of night soil, the cleaning of sewers, garbage disposal, and similar work: **¥270 per day**.

A3.13. Boiler Repair. For work involving the inspection, repair, and cleaning of the inside of boilers: **¥320 per day.**

A3.14. Infectious Diseases: For work involving the handling of persons with infectious diseases or the handling of specimens contaminated by infectious agents as defined in the Infectious Diseases Prevention Law, Law No. 36, and including tuberculosis, schistosomiasis, and rickettsial diseases: **¥290 per hour.** This provision is applicable to employees working at workplaces approved by the CPF.

A3.15. Weather Conditions: For work involving any one or more of the conditions listed below: **¥345 per day.**

A3.15.1. Average wind of 10 meters per second or more.

A3.15.2. Rainfall of 3 millimeters per hour or more.

A3.15.3. Snowfall of 10 centimeters per hour or more.

A3.15.4. Temperature of 15 degrees centigrade below zero or lower.

A3.15.5. Employees must have been actually exposed to these weather conditions and not working under shelter during such conditions. Furthermore, consideration should be given to determining whether employees who normally work outside can be utilized more profitably indoors during periods of inclement weather.

A3.15.6. Prior to authorizing payment of SWA for working under weather conditions as specified above, supervisors verify from the local weather authority that the weather conditions on the particular day warranted SWA payment.

A3.16. Steampipe Repair. For work involving the repair of steampipes in narrow excavations or confined areas where the temperature is 45 degrees centigrade or higher: **¥320 per day.**

A3.17. Air Hammers. For work involving the use of air hammers: **¥260 per day.**

A3.18. Gas, Steam, and Dust. For work involving evaporating gas, steam, or dust which affects the health of the employee: **¥260 per day.**

A3.19. Firemen. For work involving the actual fighting of fire: **¥310 per dispatch.**

A3.20. Aerial Target Handlers. For work in or about target areas for aerial bombing and/or gunnery ranges while such rangers are in actual use: **¥50 per hour.** SWA is payable only to employees assigned to duty as target handlers and who are actually engaged in scoring, marking, and/or repairing targets in the immediate vicinity of the targets during periods when the aerial bombing or gunnery ranges are in actual use.

A3.21. Jet Engine Noises. For work performed in or about jet engine repair shops, test shells, or run-up areas which are specifically designated to conduct jet engine test runs, while extreme noises by jet engine run-ups exceed 100 decibels: **¥50 per hour.**

A3.21.1. SWA is paid only for those hours or fractions thereof during which employees assigned in or about the areas are performing official duties.

A3.21.2. SWA is not paid for periods when working in noise reduction rooms or when other safety equipment that can be determined adequate is available. It is not paid when ear plugs or ear muffs or other commonly accepted devices of similar effect reduce the decibel count to such an extent that the jet noise count does not exceed 100 decibels. The use of ear plugs or other commonly accepted devices of similar effect is determined to have reduced the decibel count by 30 decibels.

A3.22. Jet Engine Tests. For work involved in conducting test runs of aircraft jet engines at test stands during operational check of engines after repair, overhaul, or rebuild: **¥50 per hour**. SWA is payable only to employees assigned for duty at test stands while test runs of aircraft jet engines are conducted during operational check after repair, overhaul, or rebuild.

A3.23. Aerial Bombing and Gunnery Range Guards. For work performed in guarding aerial bombing and/or gunnery ranges while such ranges are in actual use: **¥50 per hour**. SWA is payable only to guards specifically assigned to guarding the range and for work during such time as the range is in actual use of aerial bombing or gunnery practices.

A3.24. Security Dog Handlers:

A3.24.1. For work by security dog handlers engaged in training which involves agitating and/or being attacked by the dogs: **¥335 per day**.

A3.24.2. For work by employees engaged in feeding the dogs and cleaning the kennels: **¥225 per day**.

A3.25. Combined Criteria:

A3.25.1. Employees authorized an hourly rate.

A3.25.1.1. Except where employees receive payment under paragraph **A3.3.** above for actual underwater work where simultaneous exposure to two or more of the conditions detailed in paragraphs **A3.1.** through **A3.24.2.**, above to which hourly rates are applicable, the highest rate shall be authorized in addition to one-half of the other rate(s). Where two or more conditions exist for which the same rate of payment is specified, the rate of one is authorized in addition to one-half of the other(s).

A3.25.1.2. Employees authorized rates under paragraph **A3.3.** above are not authorized combined payment for simultaneous exposure to other conditions during the period of actual underwater work.

A3.25.2. Employees authorized daily rate.

A3.25.2.1. Employees who performed, within one day, two or more of the tasks shall be paid the authorized amount for each task, except: paragraphs **A3.2.**, **A3.5.**, **A3.8.**, **A3.9.**, **A3.11.** and **A3.24.**

A3.25.2.2. Employees who performed, within one day, tasks which per day and per hour rates are authorized shall be paid the total amount of the prescribed rates.

Attachment 4

SAMPLE PERFORMANCE STANDARDS AND TASK LISTS

SAMPLE 1

STANDARDS OF PERFORMANCE

Clerk-Typist - Any Administrative Office

Tasks	Quality	Quantity	Manner of Performance
1. Receives, reviews, and distributes incoming and outgoing correspondence.	1. Has to return correspondence to originator when it has major errors and be capable of diplomatically explaining errors to originator. Must ensure assignment of proper ZIP codes on outgoing memorandums.		
2. Types correspondence, messages, and other material from rough handwritten or typewritten drafts.	2. No more than one typing error on each 2 pages typed.	2. Completes 30 to 40 pages of material per day.	
3. Greets visitors, answers telephone, makes appointments for supervisor, and maintains calendar of appointments.	3. Must be aware at any time of availability or destination of supervisor and status of appointments and meetings.		3. Must be courteous and tactful in greeting and conversing with visitors.
4. Maintains records and publications.	4. Must maintain neat, complete files and up-to-date library. Must use initiative in changing arrangements of files and library to meet current needs. No more than 2 to 4 errors out of 500 pieces filed.	4. Must file 300 to 500 pieces per month within 2 workdays of receipt.	
5. Assists other clerical personnel of the office as required.			5. Must be courteous and show willingness in helping other personnel.

TASK LIST

Name, Position Title, and Grade: Hanako Yokota, Clerk-Typist, BWT1-3

Task No.	Description of Task	Work Unit Volume	Hours Per Week
1	Receives, reviews, and distributes correspondence	100	5
2	Types correspondence, messages, and other material	20	25
3	Greets visitors and receives telephone calls	10/50	3
4	Maintains publications and records	30	2
5	Assists other clerical personnel in the office		5
Total Hours of Work:			40

Organization:

Signature of Immediate Supervisor:

Date:

SAMPLE 2**STANDARDS OF PERFORMANCE****Warehouseman - Base Supply Storage and Issue Element**

Tasks	Quality	Quantity	Manner of Performance
1. Selects and processes property for shipment or issue.	1. Selects and processes 300 to 400 line items for shipment or issue per month.	1. Not more than 0.2% of items may be rejected by Traffic Management Flight or requesting organizations for miscount or misissue.	
2. Stores property.	2. Receives and stores 120 to 180 items per month.	2. Not more than 0.8% of items may be misstored.	
3. Assists inventory personnel in physical count of property.	3. Must make every effort to complete inventory as scheduled. Counts 130 to 190 line items per month.		
4. Reworks property.	4. Reworks 50 to 70 items per month.	4. Not more than 1.5% of items are misstored.	4. Must resolve doubtful matters before relocating property.
5. Conducts location reviews.	5. Reviews 170 to 230 line items per month.	5. Must review all check points indicated in established procedures. Not more than 0.1% of items may be retained without review or corrective action.	
6. Accomplishes special assignments.	6. Completes within time limits set by supervisor.		6. Must be cooperative.

TASK LIST

Name, Position Title, and Grade: Masao Saitama, Warehouseman, BWT2-4

Task No.	Description of Task	Work Unit Volume	Hours Per Week
1	Selects property for shipment of issue	70	14
2	Stores property	30	10
3	Assists in inventories	35	2
4	Warehouses as necessary	10	2
5	Assists in location reviews	50	2
6	Training and instruction meetings		1
7	Cleaning of work area		2
8	Miscellaneous		7
Total Hours of Work:			40

Organization:

Signature of Immediate Supervisor:

Date:

Attachment 5**SAMPLE JUSTIFICATION FOR SASA**

State specific examples of how the employee's effort contributed to efficiency, economy, or other improvement in operations. A sample follows:

Justification for Special Act or Services Award (SASA)

Mr. Taro Yokota works as an entry control guard assigned to 374th Security Forces Squadron. At approximately 1115 on 11 September 1997, while performing duties at the Yokota Main Gate, Mr. Yokota noticed an individual who was attempting an illegal entry into the installation. When Mr. Yokota asked the suspect for identification, he refused to identify himself and began to escape from the post. Based on the seriousness of the offense and the danger the suspect presented to the base populace, Mr. Yokota attempted to open the door of the vehicle to apprehend the subject as he began to speed away. Mr. Yokota bravely attempted to gain physical access to the subject. Mr. Yokota was dragged approximately 30 meters and sustained lacerations on his back, but successfully apprehended the culprit. Mr. Yokota's selfless actions and extreme vigilance ensured the subsequent apprehension of a person who was in clear danger to the Yokota community.

Attachment 6**SAMPLE JUSTIFICATION FOR 25% CASH AWARD**

State specific examples of how the employee exceeded normal expectations in his or her performance in terms of quality, quantity, manner of performance, results achieved, etc. For example:

Justification for Sustained Superior Performance Award

Ms. Yokota has been assigned to 374th Civil Engineering Squadron Operations Flight, as Production Control Specialist, BWT 1-5, since July 1992. Her performance for the period 1 April 1998 to 31 March 1999 has been consistently superior. She flawlessly processed and tracked over 500 work order requests per month. She consistently delivers timely schedules and reports keeping the workforce effectively employed and focused on priorities. She developed a model work order tracking report that enables shops to significantly reduce work order backlogs. When asked to train a new employee in the Operations Section, she showed great initiative in developing a training plan in which to follow so that the training would be thorough and complete. Our customers always recognize her professional attitude and superior communicative skills. (Give additional examples of superior performance.)

Another example:

One of the reasons I believe Mr. Saitama deserves this special recognition is because on 15 March 1997 he was asked to join a team of investigators to find the cause of a crashed aircraft. Travel orders were cut for 30 days TDY to the accident site. Mr. Saitama identified a valve that had not functioned properly and had cut off the fuel supply. He immediately initiated corrective action and returned to the base 15 days early. As a result, the AF received an immediate fix to a major problem and 15 days of anticipated absence was not necessary. Another example of his superior performance occurred in April 1997. He was given a project to rewrite an instruction. I thought it would require 90 days to complete the project and that it would take another 60 days to get changes incorporated that other staff activities would want. Mr. Saitama finished his proposal in 50 days. His work was so complete only two minor changes were requested by other activities. This excellent staffing enabled the organization to have the instruction about 2 months earlier than expected.

Attachment 7**SAMPLE JUSTIFICATION FOR 50% CASH AWARD**

State specific examples of how the employee performed in a superior manner in all major duties (tasks) and responsibilities of his or her job. Describe each major task and evidence of superior performance in terms of quality, quantity, manner of performance, etc. For example:

Justification for Sustained Superior Performance Award

1. Task: Types correspondence from rough drafts.

Evidence of Superior Performance: It is my personal policy that correspondence originating from this office conform to the highest standards of neatness and be grammatically correct. Mrs. Tachikawa's work never fails to meet these requirements; moreover, she does the job right the first time. She capably types 60 words per minute in both draft and completed form with over 98% accuracy in all cases. In addition, her ability to correct the few errors she does make while she is typing in final form, saves valuable man-hours in initial preparation.

2. Task: Receives telephone calls and visitors. Answers inquiries concerning supervisor's policies. Makes appointments and schedules meetings.

Evidence of Superior Performance: During the performance of her duty, Mrs. Tachikawa has demonstrated a high degree of diplomacy and tact when dealing with personnel of all ranks. On many occasions, she has received visitors and telephone inquiries often directed to her supervisor or other element chiefs. Her working knowledge is in many instances sufficient to provide the information sought without needlessly having to bother her supervisor or other element chiefs. She has been complimented on many occasions for her courteous and cordial manner in dealing with all who conduct business with this office. Mrs. Tachikawa keeps more than a simple appointment calendar in that she arranges appointments to ensure the best use of time for her supervisor. She not only schedules appointments requested by callers, but also initiates appointments with other element chiefs, based upon her knowledge of current projects, problems, and requirements. Mrs. Tachikawa is so knowledgeable on the availability and destination of her supervisor that she is able to reschedule appointments and meetings on short notice without disruption of business or inconvenience to anyone.

3. Task: Receives incoming correspondence and distributes to proper elements for reply. Maintains suspense file and follows up to ensure timely responses to suspenses received.

Evidence of Superior Performance: Mrs. Tachikawa's extensive knowledge of office functions enables her to distribute incoming correspondence to proper elements with minimum delay and without error. She also screens and segregates correspondence into specific categories before presenting it to her supervisor; for example, immediate, pending action, coordination, etc. She provides that extra bit of "prodding" necessary to ensure suspended matters are accomplished on time and she accomplishes this without creating irritation at any level. Her ability in this category is truly outstanding.

4. Task: Sets up and maintains a variety of files involving numerous subject headings and subheadings.

Evidence of Superior Performance: Mrs. Tachikawa developed and consistently improved the file plan and files while maintaining less than 1% deviation. She has expanded files to include fragmentary portions of suboffice files. During the 374th Communications Squadron Records Management assistance visit in January-February 1997, Mrs. Tachikawa was singled out by the Records Manager as one of the most efficient secretaries ever observed. Mrs. Tachikawa's initiative in establishing and revising her files to meet the current needs is indeed outstanding.

Attachment 8

SAMPLE GAC REPORT OF HEARING

(Date)

MEMORANDUM FOR 5 AF/DPC, APO AP 96328-5123

FROM: (Requesting Organization)

Unit 5XXX

APO AP 963XX-5XXX

SUBJECT: Grievance Hearing - Mr. Taro Suzuki, MLC Employee

1. Following is the report of the Base Grievance Advisory Committee (GAC), which convened on 10 May 1998 to hear the grievance of Mr. Taro Suzuki, MLC employee.
2. Summary of Grievance. Mr. Suzuki, Security Specialist, XXX SFS, complained that his position should be classified as a Legal Advisor, BWT #1-527-9. He contends that he is providing legal opinions and rendering legal advice in the performance of his duties as security specialist; therefore, he should be reclassified as a Legal Advisor. The aggrieved employee cited sections of the Master Labor Contract, Status of Forces Agreement, Japanese Criminal Laws, and other documents to back up his contention.
3. Applicable Laws, Rules, and Regulations:
 - a. In accordance with **Chapter 12**, Master Labor Contract DA-92-557-FEC-28000, an employee has the right to file a grievance with any aspect of his or her employment. **Chapter 12** also provides for a grievance hearing by the GAC.
 - b. **Chapter 3**, Position Classification, Master Labor Contract, provides a classification system and basic wage structure for maintenance of equitable relations between positions based on duties and responsibilities. The system required the identification of assigned duties and responsibilities with job definitions (Appendix I, "Job Definition Manual") which prescribe job titles and grades.
4. Findings and Conclusions:

a. Testimony in the hearing, including review and evaluation of documentary evidence, indicates that the aggrieved employee, Mr. Suzuki, does not have a legitimate and valid grievance in protesting that his position be reclassified as Legal Advisor, BWT #1-527-9.

b. It is evident from the verbal and written testimony offered during this hearing and from the certified task list submitted by the aggrieved, that he has been providing assistance of a legal nature. A knowledge of legal matters is a requirement of the position of security specialist and is clearly delineated in that job description. When the aggrieved involves himself in legal aspects of cases "as an integral part of our security police mission," it is intended that he restrict himself to performing the duties of security specialist as specified in paragraphs 1, 2, and 3 of the job definition. This was emphatically pointed out in the testimony of the Chief, Manpower Office.

c. It is apparent that the exceptional qualifications of the aggrieved, as a law school graduate, have generated a reliance upon his knowledge beyond the authority and responsibility of the applicable position description. The key element in the position of Legal Advisor is the rendering of legal opinions. We interpret the items in the job task list included in his appeal as predominantly liaison duties.

d. It is the conclusion of the committee that the decision of management to disapprove the request of Mr. Suzuki for reclassification of his position was proper.

5. Recommendation. It is recommended that the aggrieved employee be advised that the classification of his position is in accordance with the provisions of the Master Labor Contract.

6. Transcript of the testimony of the hearing, evidence, and related materials are inclosed.

J. F. COOK, USCE
Member

JIRO KIMURA, MLC Employee
Member

SAM A. BROWN, Major, USAF
Chairperson

Attachments:
(List attachments)