

SC1930. SUBCHAPTER 1930COMPENSATION ARCHITE
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PAY POLICYTABLE OF CONTENTS

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- References:
- (a) Title 5, United States Code
 - (b) Title 5, Code of Federal Regulations
 - (c) DoD Directive 1400.25, "DoD Civilian Personnel Management System"
November 25, 1996
 - (d) Title 3, United States Code, "The President"
 - (e) Through (k), see Enclosure 1

SC1930.1. PURPOSE

This Subchapter implements the Department's pay and pay administration policy under the National Security Personnel System (NSPS) and prescribes procedures for NSPS program management. The rules and policy governing pay and pay administration are in Section 9902(e) of Reference (a), and Section 9901, Subpart C, of Reference (b); rules and procedures not specifically modified or waived by this Subchapter are still applicable.

SC1930.2. APPLICABILITY

This Subchapter applies to the Office of the Secretary of Defense (OSD), the Military Departments, the Office of the Chairman of the Joint Chiefs of Staff and the Joint Staff, the Combatant Commands, the Office of the Inspector General of the Department of Defense, the Defense Agencies, the DoD Field Activities, and all other organizational entities in the Department of Defense under NSPS (hereafter collectively referred to as the "DoD Components").

SC1930.3. POLICY

It is the policy of the Department of Defense (DoD) to fix pay for covered NSPS employees based on principles that:

SC1930.3.1. Provide for equal pay for work of equal value with appropriate consideration of both national and local rates paid by employers in the private sector.

SC1930.3.2. Promote a high-performance culture within the Department.

SC1930.3.3. Link pay to employee performance that is measured by a fair, credible, and transparent employee performance appraisal system.

SC1930.4. RESERVED

SC1930.5. DEFINITIONS. The definitions of key terms used in this Subchapter are at Appendix 1 of this Subchapter and SC1950, and Appendix 2 of SC1940.

SC1930.6. RESERVED

SC1930.7. GENERAL

SC1930.7.1. NSPS pay bands cover a wide salary range, with minimum and maximum rates set based on national labor market factors and conditions. These open pay ranges allow Components the flexibility to pay employees at the level necessary to be competitive in the applicable (e.g., local, regional) marketplace.

SC1930.7.2. For any given job, based on its occupation and location, the range of pay needed to be competitive in the applicable marketplace will likely be a subset of the full pay band. For example, in a pay band that ranges from a minimum of \$37,000 to a maximum of \$80,000, the market rate for a particular job in a particular location may range from \$40,000 to \$60,000. The pay for an incumbent of this particular job can be expected to fall within the range of \$40,000 to \$60,000, with progression being dependent on the incumbent's performance.

SC1930. 7.3. DoD Components are responsible for managing employee pay progression in a manner that is consistent with pertinent labor market factors. Prior to the first performance payout, DoD Components shall develop plans for managing pay progression and provide copies to the Under Secretary of Defense (Personnel & Readiness).

SC1930.8. OVERVIEW OF COMPENSATION ARCHITECTURE

SC1930.8.1. General Structure. NSPS classification architecture (as described in SC1920.7) consists of four Career Groups, each of which contains one or more pay schedules segmented into pay bands. Each pay band represents a rate range with minimum and maximum rates between which employees whose positions are assigned to that pay band are normally paid.

SC1930.8.1.1. Pay Schedules and Pay Bands. At the time the Department implements NSPS, pay band rate ranges generally shall correspond to the rate ranges for the General Schedule (GS) grades grouped into each pay band. Appendix 2 to this Subchapter displays the linkages between GS rates and the minimum/maximum base salary rates for NSPS pay bands.

SC1930.8.1.1.1. Adjusting Pay Band Rate Ranges. The Secretary will set and adjust pay band rate ranges, consistent with section 9901.322 of Reference (b). Pay band rate ranges may be adjusted in one or more of the following ways:

SC1930.8.1.1.1.1. Increase or decrease the minimum rate of one or more pay bands but leave the maximum at the previously established rate;

SC1930.8.1.1.1.2. Increase or decrease the minimum rate of one or more pay bands and increase or decrease the maximum rate by a smaller, comparable, or larger percentage;

SC1930.8.1.1.1.3. Leave the existing minimum of one or more pay bands at the previously established rate and increase or decrease the maximum rate of one or more pay bands;
or

SC1930.8.1.1.1.4. Leave both the minimum and the maximum of the pay bands at the previously established rates.

SC1930.8.1.1.2. Rate ranges will be reviewed for possible adjustment annually. New rate ranges for all pay schedules will be effective the first full pay period beginning in January of each year. New or revised ranges may also be issued with effective dates other than January, at the Secretary's discretion, in response to specific labor market, occupational, or other demands.

SC1930.8.1.1.3. Employee Eligibility for Rate Range Adjustments. An increase in base salary that takes effect under this subsection is not considered a performance payout within the meaning of SC1940.3. When the minimum of a pay band is increased under SC1930.8.1.1.2., employees in that pay band:

SC1930.8.1.1.3.1. Who have a current rating of record above Level 1 shall receive a percentage increase in base salary equal to the percentage increase in the rate range minimum (except employees on pay retention – see SC1930.8.1.1.3.4.).

SC1930.8.1.1.3.2. Who have a current rating of record of Level 1 shall not receive any increase in base salary.

SC1930.8.1.1.3.2.1. An employee who receives a rating of record of Level 1 for one rating period and who subsequently receives a rating of record of Level 2 or higher at the end of the following appraisal period (see SC1940.10.), is entitled to the next January rate range adjustment under SC1930.8.1.1.3.1. taking effect after the appraisal period for which the employee received a rating above Level 1.

SC1930.8.1.1.3.3. Who do not have a current rating of record when the new rates are made effective shall receive a percentage increase in base salary equal to the percentage increase in the rate range minimum (except employees on pay retention – see SC1930.8.1.1.3.4.)

SC1930.8.1.1.3.4. Who are on pay retention shall not receive any increase in base salary unless otherwise required by law. As discussed in SC1930.11.4., if a rate range adjustment causes the pay band maximum to exceed an employee's retained rate, pay retention terminates and the employee may receive an increase in base salary as provided in SC1930.8.1.1.3.1. and SC1930.8.1.1.3.3.

SC1930.8.1.1.4. If the failure to receive a pay increase under SC1930.8.1.1.3.2. causes an employee's base salary to fall below the minimum of the applicable pay band, and the

employee subsequently is entitled to an increase in base salary under SC1930.8.1.1.3.3., the employee's base salary shall be set no lower than the minimum for the pay band.

SC 1930.8.1.1.5. An increase under SC1930.8.1.1.3. cannot cause an employee's base salary to exceed the maximum of the applicable pay band.

SC1930.8.1.2. Local Market Supplements. Pay band rate ranges may be supplemented in appropriate circumstances by local market supplements. Local market supplements are additional payments to employees in specified local market areas, occupations, specializations, and/or pay bands. They are established in response to labor market conditions that are not fully addressed by pay band rate ranges. These supplements shall be expressed as a percentage of base salary and shall be set and adjusted as indicated in SC1930.8.1.2.1. The local market supplement applicable to an employee is determined by the employee's occupation, specialization, pay band, and official worksite (SC1930.8.1.2.3.).

SC1930.8.1.2.1. Setting and Adjusting Local Market Supplements. The Secretary of Defense will set, increase, or decrease, as needed, local market supplements, consistent with requirements of sections 9901.331-9901.333 of Reference (b). These supplements apply to employees whose official worksites are located in specified geographic areas or who work in occupations or specializations or are assigned to pay bands that warrant additional compensation. In determining the monetary value of these supplements, mission requirements, labor market conditions, availability of funds, pay adjustments received by employees of other Federal agencies, allowances and differentials under Chapter 59 of Reference (a), and any other relevant factors shall be considered. In some situations, within the same local market area, different supplements may be necessary and approved for different career groups or for different occupations or specializations and/or pay bands within the same career group.

SC1930.8.1.2.1.1. Standard local market supplements (as defined at section 9901.304 of Reference (b)) shall be identical to locality payments under sections 5304 and 5304a of Reference (a) in terms of geographic areas and the percentage values.

SC1930.8.1.2.1.2. The Under Secretary of Defense (Personnel & Readiness)(USD(P&R) may establish and modify targeted local market supplements (as defined at section 9901.304 of Reference (b)) in anticipation of, or response to, labor market conditions, recruitment and retention problems or other relevant factors. The approval shall specify the occupation(s), specialization(s), and pay band(s) covered, the geographic area in which the supplement applies, and the effective date. The DoD Civilian Personnel Management Service may promulgate guidance for requesting targeted local market supplements.

SC1930.8.1.2.1.3. All existing local market supplements will be reviewed for possible adjustment at least annually in conjunction with rate range adjustments under SC1930.8.1.1.1.

SC1930.8.1.2.1.4. Except for employees assigned to the Physician, 0602, and Dentist, 0680, occupations, an employee's adjusted salary may not exceed the rate for Executive Level IV by more than 5 percent. The local market supplement for the employee shall be reduced as necessary to comply with this limitation.

SC1930.8.1.2.2. Eligibility for Supplement Adjustment

SC1930. 8.1.2.2.1. When a local market supplement is increased under SC1930.8.1.2.1, the supplement applies to employees:

SC1930.8.1.2.2.1.1. Who have a current rating of record above Level 1 shall receive any applicable local market supplement increase for the occupation, pay band, and geographic location to which they are assigned.

SC1930.8.1.2.2.1.2. Who have a current rating of record of Level 1 shall not receive any applicable local market supplement increase for the occupation, specialization, pay band, and geographic location to which they are assigned. An employee who receives a rating of record of Level 1 for one rating period and who subsequently receives a rating of record of Level 2 or higher at the end of the following appraisal period (see SC1940.10.), is entitled to the full amount of any applicable local market supplement effective on the date of the first adjustment in that local market supplement occurring on or after the effective date of the new rating of record, or, if earlier, the effective date of an applicable general salary increase.

SC1930. 8.1.2.2.1.3. Who do not have a current rating of record when a supplement is adjusted shall receive any applicable local market supplement increase for the occupation, specialization, pay band, and geographic location to which they are assigned.

SC1930.8.1.2.2.1.4. Who are on pay retention with a current rating of record above Level 1 shall receive any applicable local market supplement increase for the occupation, specialization, pay band, and geographic location of the position to which they are assigned.

SC1930.8.1.2.2.2. When a local market supplement is decreased under SC1930.8.1.2.1., the decrease applies to all employees to whom the supplement applies regardless of current rating of record. Pay retention under SC1930.11. does not apply in the case of a reduction in a local market supplement.

SC1930.8.1.2.3. Determining Official Worksite. The official worksite is the location where the employee regularly performs his or her duties or, if the employee's work involves regular travel or the employee's work location varies on a daily basis, where his or her work activities are based, as determined by the employing Component. The employing DoD Component must document an employee's official worksite on an employee's Notification of Personnel Action (Standard Form 50 or equivalent).

SC1930.8.1.2.3.1. For an employee who is temporarily reassigned or promoted to a different local market area, the official worksite remains unchanged (i.e., the location of the permanent assignment), unless the employee is authorized to receive relocation expenses under Chapter 57 of Reference (a) (including expenses in conjunction with an extended assignment resulting in a temporary change of station under Section 5737 of Reference (a)).

SC1930.8.1.2.3.2. For an employee whose assignment to a new worksite is followed within 3 workdays by a reduction in force resulting in the employee's separation before he or she is required to report for duty at the new location, the official worksite in effect immediately before the assignment remains the official worksite through the date of separation.

SC1930.8.1.2.3.3. For an employee covered by a telework agreement who is scheduled (while in duty status) to report at least once a week on a regular and recurring basis to the regular worksite for the employee's position of record, the regular worksite is the official worksite. However, for an employee whose work location varies on a daily basis, the employee need not report at least once a week to the established official worksite (where the employee's work activities are based) as long as the employee is performing work within the local market area for that worksite at least once a week on a regular and recurring basis. If an employee covered by a telework agreement does not meet these requirements, the employee's official worksite is the location of the employee's telework site. An authorized management official may make a temporary exception in appropriate situations, such as when an employee is recovering from an injury or medical condition that prevents the employee from commuting to the regular worksite.

SC1930.8.2. Aggregate Compensation Limitation

SC1930.8.2.1. Except as provided in SC1930.8.2.2. or SC1930.8.2.3., no additional payment (premium pay, allowance, differential, bonus, award, or other similar cash payment) may be paid to an employee in a calendar year if, or to the extent that, when added to the adjusted salary paid to the employee for service performed as an employee in the Department or in another Federal agency, the payment would cause the total to exceed the rate for Executive Level I as in effect on the last day of that calendar year.

SC1930.8.2.2. In the case of an employee assigned to the Physician, 0602, or Dentist, 0680, occupations, payment to the employee may not exceed the salary of the President of the United States as in effect on the last day of that calendar year.

SC1930.8.2.3. The (USD(P&R) or Principal Deputy Under Secretary of Defense (Personnel and Readiness)(PDUSD(P&R) may provide for a higher aggregate compensation limitation equal to the rate payable under Section 104 of Reference (d) as in effect on the last day of the calendar year in the case of specified categories of employees for whom a waiver has been authorized under SC1930.12.4. This authority may not be further redelegated.

SC1930.8.2.4. The limitation applies to the total amount of aggregate compensation actually received by an employee during the calendar year without regard to the period of service for which such compensation is earned.

SC1930.8.2.5. Aggregate compensation is the total of—

SC1930.8.2.5.1. Adjusted salary received as an employee of the Department to whom Section 9902 of Reference (a) applies.

SC1930.8.2.5.2. Premium pay under Chapter 55 of Reference (a) and this Subchapter.

SC1930.8.2.5.3. Incentive awards and performance-based cash awards under Sections 4501-4523 of Reference (a); Part 9901 of Reference (b) and this Subchapter.

SC1930.8.2.5.4. Recruitment and relocation incentives under Section 5753 of Reference (a).

SC1930.8.2.5.5. Retention incentives under Section 5754 of Reference (a).

SC1930.8.2.5.6. Supervisory differentials under Section 5755 of Reference (a).

SC1930.8.2.5.7. Post differentials under Section 5925 of Reference (a).

SC1930.8.2.5.8. Danger pay allowances under Section 5928 of Reference (a).

SC1930.8.2.5.9. Extended assignment incentives under Section 5757 of Reference (a).

SC1930.8.2.5.10. Post differentials based on environmental conditions for employees stationed outside the continental United States or in Alaska under Section 5941(a)(2) of Reference (a).

SC1930.8.2.5.11. Physicians comparability allowances under Section 5948 of Reference (a).

SC1930.8.2.5.12. Foreign Language Proficiency Pay under Sections 1596 and 1596a, of Reference (e) and this Subchapter.

SC1930.8.2.5.13. Continuation of pay under Section 8118 of Reference (a).

SC1930.8.2.5.14. Other similar payments authorized under Reference (a), excluding back pay due to an unjustified personnel action under Section 5596 (for payments that were due in a previous calendar year); overtime pay under the Fair Labor Standards Act of 1938, as

amended in Sections 201-219 of Reference (f), and Part 551 of Reference (b); severance pay under Section 5595 of Reference (a); nonforeign area cost-of-living allowances under Section 5941(a)(1) of Reference (a); and lump-sum payments for accumulated and accrued annual leave on separation under Section 5551 or 5552 of Reference (a).

SC1930.8.2.5.15. Other payments and adjustments authorized under this Subchapter as specified by DoD implementing issuances.

SC1930.8.2.5.16. Payments received from another agency during the calendar year, prior to employment with the Department, that are subject to the limitations of Part 530, Subpart B of Reference (b).

SC1930.8.2.6. Administration of Aggregate Compensation Limitation

SC1930.8.2.6.1. At the time a payment (other than adjusted salary) is authorized for an employee, the employee may not receive any portion of such payment that, when added to the estimated aggregate compensation the employee is projected to receive, would cause the aggregate compensation actually received by the employee during the calendar year to exceed the limitation applicable to the employee under SC1930.8.2. at the end of the calendar year.

SC1930.8.2.6.2. Payments that are creditable for retirement purposes (e.g., law enforcement availability pay (LEAP) or standby premium pay) and that are paid to an employee at a regular fixed rate each pay period may not be deferred or discontinued for any period of time in order to make another payment that would otherwise cause an employee's pay to exceed any limitation described in or established by this section.

SC1930.8.2.6.3. Except for employees assigned to the Physician, 0602, and Dentist, 0680, occupations, if the estimated aggregate compensation to which an employee is entitled, exceeds the applicable limitation under SC1930.8.2. for the calendar year, the Department shall defer all authorized payments (other than adjusted salary) at the time when otherwise continuing such payments would cause the aggregate compensation actually received by any employee during the calendar year to exceed the applicable limitation. Any portion of a payment deferred under this paragraph shall become available for payment as provided in SC1930.8.2.7.1. For employees assigned to the Physician, 0602, and Dentist, 0680, occupations, payments that exceed the limitation under SC1930.8.2.2. may not be made at any time.

SC1930.8.2.6.4. If the Department makes an incorrect estimate of aggregate compensation at an earlier date in the calendar year, the sum of an employee's remaining payments of adjusted salary (which may not be deferred) may exceed the difference between the aggregate compensation the employee has actually received to date in that calendar year and the applicable limitation under SC1930.8.2.1. In this case, the employee will become indebted to the Department for any amount paid in excess of the aggregate limitation. To the extent that the excess amount is attributable to amounts that should have been deferred and would have been payable at the beginning of the next calendar year, the debt shall be nullified on January 1 of the

next calendar year. As part of the correction of the error, the excess amount shall be deemed to have been paid on January 1 of the next calendar year (when the debt was extinguished) as if it were a deferred excess payment as described in SC1930.8.2.6.3. and must be considered part of the employee's aggregate compensation for the new calendar year.

SC1930.8.2.7 Payment of Excess Amounts

SC1930.8.2.7.1. Except for employees assigned to the Physician, 0602, and Dentist, 0680, occupations, any amount that is not paid to an employee because of the annual aggregate compensation limitation under SC1930.8.2. shall be paid in a lump-sum payment at the beginning of the following calendar year. Any amount paid the following calendar year shall be taken into account for purposes of applying the limitations with respect to such calendar year. For employees assigned to the Physician, 0602, and Dentist, 0680, occupations, payments that exceed the limitation under SC1930.8.2.2. may not be made at any time.

SC1930.8.2.7.2. If a lump-sum payment causes an employee's estimated aggregate compensation to exceed the applicable limitation under SC1930.8.2.1., the Department shall consider only the employee's adjusted salary and payments that are creditable for retirement purposes (e.g. LEAP) or standby premium pay) in determining the extent to which the lump-sum payment may be paid and shall defer all other payments, in order to pay as much of the excess amount as possible. Any payments deferred under this paragraph, including any portion of the excess amount that was not payable, shall become payable at the beginning of the next calendar year.

SC1930.8.2.7.3. If an employee moves to another Federal agency or to another position within the Department covered by the provisions of title 5 but not covered by NSPS, and, at the time of the move, the employee has received payments in excess of the aggregate limitation under Section 5307 of Reference (a), the employee's indebtedness for the excess amount received shall be deferred from the effective date of the transfer until the beginning of the next calendar year. Effective January 1 of the new calendar year, the debt shall be nullified and the excess amount shall be considered toward that year's aggregate limitation.

SC1930.8.2.7.4. If an employee transfers to another agency and, at the time of transfer, the employee has excess payments deferred to the next calendar year, the provisions of section 530.204(c) of Reference (b) shall apply.

SC1930.8.2.7.5. The following conditions permit payment of excess aggregate compensation without regard to the calendar year limitation:

SC1930.8.2.7.5.1. If an employee dies, the excess amount is payable immediately as part of the settlement of accounts, in accordance with Section 5582 of Reference (a).

SC1930.8.2.7.5.2. If an employee separates from Federal service, the entire excess amount is payable following a 30-day break in service. If the individual is reemployed in

the Department in the same calendar year as separation, any previous payment of an excess amount shall be considered part of that year's aggregate compensation for the purpose of applying the limitations described in SC1930.8.2. of this Subchapter for the remainder of the calendar year.

SC1930.9. PERFORMANCE-BASED PAY

SC1930.9.1. This subsection provides the Department's policies on performance pay pool funding, the elements of performance pay pools and performance payout calculations. Policies regarding setting and communicating performance expectations, monitoring performance, developing performance, addressing poor performance, and rating and rewarding performance are contained in SC1940.

SC1930.9.2. The NSPS pay system is a pay-for-performance system designed to compensate and reward employees based upon individual and organizational performance and contribution. The NSPS pay system uses a pay pool concept to manage, control, and distribute performance-based pay increases and bonuses. The individual employee's performance payout is a function of pay pool funding, the total number of shares awarded within the pay pool for that appraisal period, the rating of record earned by that employee, the number of shares assigned to the individual employee and the base salary earned by the employee at the close of the appraisal period.

SC1930.9.3. Performance Pay Pools

SC1930.9.3.1. Elements of the Pay Pool Fund. The Pay Pool Fund is a budgetary device used for administering allocation of civilian pay. The Department is committed to ensuring the expenditure of pay pool funds for performance-based contributions both at individual and organizational levels. The Pay Pool Fund is comprised of 3 elements, which are expressed as percentages of base salary.

SC1930.9.3.1.1. Element 1 represents basic pay funds that under Reference (a) were historically spent on within-grade increases, quality-step increases, and promotions between GS grade levels that no longer exist under NSPS. The Secretary will establish and may periodically adjust Element 1 funding floors. Heads of DoD Components with independent appointing authority will have the flexibility to set funding floors at the pay pool level as long as the Component meets the funding floor level set by the Secretary.

SC1930.9.3.1.2. Element 2 represents funds (if any) that remain available from the government-wide general pay increase after the Secretary has exercised his authority to fund any Rate Range Adjustments and/or Local Market Supplements. The funds associated with Element 2 are available to the Pay Pool Fund for increases to basic pay. The total of Element 1 and 2 should be considered as a guideline in establishing the total amount of continuing pay. Funds available for increases to base salary may be used for bonus at the pay pool level where

appropriate, provided Element 1 and 2 base salary funding floors are expended as established at the Component level.

SC1930.9.3.1.3. Element 3 represents funds spent for performance-based cash awards. The funds associated with Element 3 are available only for bonus.

SC1930.9.3.1.4. Components may also allocate additional funds to the Pay Pool Fund.

SC1930.9.3.2. Calculation of the Value of the Pay Pool Fund. The dollar value of the Pay Pool Fund is calculated by multiplying the sum of base salaries of those employees in a pay pool on the last day of the pay pool's appraisal period by the sum of the percentages assigned to the Pay Pool Fund elements described in SC1930.9.3.1. For example, assume the sum of base salary in a pay pool is \$4,500,000, and the sum of the three funding elements is 3.7 percent (2.2 percent, 0.5 percent, and 1.0 percent respectively). The value of the pay pool fund would be \$166,500 [$\$4,500,000 \times 0.037 = \$166,500$].

SC1930.9.3.3. Notice to Employees. Minimum communication requirements are identified at SC1940.11.2.

SC1930.9.4. Performance-Based Payout. Performance-based payouts shall be effective the first day of the first pay period beginning on or after January 1 of each year. Performance-based payouts made from the pay pool funds shall consist of increases to base salaries, bonuses, or a combination of the two. Bonuses are cash payments and are not considered part of base salary for any purpose.

SC1930.9.4.1. Performance payouts shall be calculated and administered as specified in SC1930.9.3. and SC1930.9.6.

SC1930.9.4.2. Forced distribution of ratings (setting pre-established limits for the percentage or number of ratings that may be assigned) is prohibited.

SC1930.9.4.3. Performance-based payouts for specially situated employees (e.g., detailed or temporarily promoted, absent while performing military service, or absent due to a work related injury) shall be determined in accordance with SC1940 Appendix 1 – Performance Assessments and Pay Adjustments for Specially Situated Employees.

SC1930.9.4.4. Performance-based payouts for employees who are not eligible for a rating of record for an appraisal period. Except as otherwise provided, employees covered by NSPS will be eligible for a performance payout only if they are entitled to a rating of record for the given appraisal period based on performance under an NSPS approved performance appraisal plan for a minimum 90-day period as provided in SC1940.2.3. However, such employees may be eligible for a performance payout under SC1930.9.9.2. or considered for incentive award

actions under Chapter 45 of Reference (a), if performance during the applicable period merits recognition.

SC1930.9.4.5. Performance-based payouts for employees who are no longer covered by NSPS. Employees who are no longer in a NSPS position at the time of the effective date of the payout or who are separated from DoD between the end of the performance cycle and the effective date of the payout are not eligible to receive a performance-based payout. However, such employees may be considered for incentive award actions under Chapter 45 of Reference (a), if performance during the applicable period merits recognition.

SC1930.9.5. Pay Band Control Points. Subject to any DoD or Component supplemental guidance, pay band control points may be established in order to manage pay progression. The definition and use of control points must be consistent with merit system principles and shall be applied consistently to similar positions in the same pay band and career group within a pay pool.

SC1930.9.6. Performance Shares. Eligible employees with a rating of record of 3 or higher shall be assigned a number of performance shares within the applicable NSPS share range. See Table SC1930-1. Considerations in making share assignments may include the complexity of the work, overall contribution to the mission of the organization, organizational success, fiscal soundness, and other criteria consistent with merit system principles. Share assignments may not be influenced by personal bias or favoritism, nor may they involve a prohibited personnel practice. The basis or criteria by which shares are assigned to individual employees shall be applied consistently to similar positions in the same pay band and career group within a pay pool.

Table SC1930-1. Performance Share Ranges

Rating of Record	Share Range Available for Assignment
5	5 – 6 shares
4	3 – 4 shares
3	1- 2 shares
2	No shares
1	No shares

SC1930.9.6.1. Calculating the Share Value. Share value is calculated by dividing the pay pool fund, expressed in dollars (see SC1930.9.3.2.) by the summation of each employee's base salary on the last day of the appraisal period times the number of shares earned by the employee. [Share Value = Pay Pool Fund(\$)/ Σ (base salary_{employee} x shares_{employee})]. Share value is expressed as a percentage of base salary. All employees in a pay pool will have the same share value.

SC1930.9.6.2. Calculating the Employee's Payout. An employee's performance payout is calculated by multiplying the employee's base salary at the end of the appraisal period by the number of shares earned by the employee by share value.
[Employee Performance Payout = Base Salary x Shares x Share Value]

SC1930.9.6.2.1. Notional NSPS Pay Pool Process Timeline is at Appendix 3.

SC1930.9.6.2.2. Prorating the Payout. Components may issue guidance in accordance with section 9901.342(e) of Reference (b).

SC1930.9.6.3. Distribution of Payout. Subject to pay pool panel reconciliation and final approval by the pay pool manager, the employee performance payout may be paid as an increase in base salary, a bonus, or a combination of the two. Distribution of the payout as an increase in base salary and/or bonus must be consistent with the requirements of this Subchapter, DoD Financial Management policies/directives, and merit system principles.

SC1930.9.6.3.1. Considerations in Determining Payout Distribution. Due to the long-term financial impact of their decisions, rating officials, pay pool panels, and pay pool managers shall exercise care in recommending or determining an appropriate distribution of the payout value between a base salary increase and/or a bonus. The basis or criterion by which shares are distributed to individual employees shall be applied consistently to similar positions in the same pay band and career group within a pay pool. Consideration may include, but is not limited to:

SC1930.9.6.3.1.1. Current salary and level and complexity of work performed in comparison with others in similar work assignments;

SC1930.9.6.3.1.2. Performance-based compensation received during the rating cycle associated with promotions, reassignments, or awards;

SC1930.9.6.3.1.3. Local market salary levels of comparable occupations in private sector and other government activities;

SC1930.9.6.3.1.4. Attrition and retention rates of critical shortage skill personnel;

SC1930.9.6.3.1.5. Overall contribution to the mission of the organization; and

SC1930.9.6.3.1.6. Availability of funds.

SC1930.9.7. Performance-based pay increases may not cause an employee's base salary to exceed the maximum rate for the pay band occupied by the employee. If the approved payout would exceed this limit, the excess amount shall be paid as a performance bonus.

SC1930.9.8. For employees receiving retained rates above the applicable pay band maximum, the entire performance payout shall be in the form of a bonus payment. The amount of the bonus is calculated on the maximum rate of their pay band, consistent with the requirement in 5 CFR 9901.342(d)(6).

SC1930.9.9. Other Performance Payments.

SC1930.9.9.1. Discretionary Performance Payouts. Managers, in conjunction with PRAs and senior management, may provide for discretionary performance payouts. Components should establish internal procedures consistent with Appendix 4. Pay flexibilities under this provision permit additional compensation to recognize extraordinary performance by individuals and teams/organizations. A description of payments that may be made in the form of discretionary performance payouts is at Appendix 4. Discretionary payouts are separate and in addition to those available under an incentive award program.

SC1930.9.9.2. Special Circumstances. The Department may provide a performance payment to address special circumstances. Payments under this provision may be made as a bonus, a base salary increase, or a combination of both and must use appropriate funding sources (other than pay pool funds). A payment provided under this paragraph is separate and in addition to other payments described in this subchapter and/or those available under an incentive awards program. Except as described below, performance payments for special circumstances must be approved by the Under Secretary of Defense (Personnel & Readiness) or designee.

SC1930.9.9.2.1. Employees Ineligible for NSPS Pay Pool Payout. Employees who are covered by NSPS on the effective date of the performance-based pay pool payout and who are ineligible for the payout, will receive a base salary increase equivalent to the percent of the Government-wide general pay increase applied to the pay pool (i.e., Element 2 funding percent), except for employees in the following categories: (1) employees with a Level 1 or Level 2 NSPS rating of record; or (2) employees who move from a non-NSPS to a NSPS position, or who are newly hired or reappointed to a NSPS position, on the effective date of the performance payment.

SC1930.9.10. Pay for Developmental Employees. Accelerated Compensation for Developmental Positions (ACDP) only applies to Pay Band 1 employees in developmental positions in specified pay schedules (see Table SC1930-2). The ACDP is an increase to employee base salary, bonus or a combination of these that may be provided to employees participating in Component training programs or in other developmental capacities as determined by Component policy. The ACDP is awarded to recognize growth and development in the acquisition of job-related competencies combined with successful performance of job objectives. Organizations choosing to distinguish developmental employees for pay purposes must establish and document standards by which such employees will be identified and criteria by which additional pay increases or bonuses will be determined. The decision to grant the ACDP is at the sole and exclusive discretion of management. The conditions for payment of the ACDP must be consistent with merit system principles. The amount of the ACDP generally shall not exceed 20

percent and may not cause the employee's base salary to exceed the top of the employee's pay band. The ACDP may be awarded at any time. If the ACDP is awarded in conjunction with the annual performance payout, it is provided in addition to the employee's payout. An ACDP award is not taken from pay pool funds. To qualify for an ACDP, an employee must have a rating of record of Level 3 (or equivalent) or higher. An ACDP may be awarded to an employee who does not have a rating of record if an authorized official conducts a performance assessment and determines that the employee is performing at the equivalent of Level 3. (Note: This performance assessment does not constitute a rating of record.) In addition, an ACDP may not be awarded unless the employee is currently in a pay and duty status.

Table SC1930-2. Pay Bands for Employees on a Developmental Position

Career Group	Pay Schedule	Pay Band
Standard	Professional/Analytical	YA-1
Scientific and Engineering	Professional	YD-1
Medical	Professional	YH-1
Investigative and Protective Services	Investigative	YK-1

SC1930.9.11. Pay Reduction Based on Unacceptable Conduct or Performance. An employee's base salary rate may be reduced for unacceptable conduct and/or performance as provided in SC1940.8.4.2. and SC1940.8.4.3.

SC1930.10. PAY ADMINISTRATION

SC1930.10.1. Subject to the requirements of this section, pay shall be set based upon labor market considerations, special requirements of the particular position, level of education and/or experience of the candidate, scarcity of qualified applicants, program needs, current salary of the candidate and/or other appropriate criteria. An employee's base salary shall be set within the minimum and maximum rate ranges of his or her assigned pay band, unless exceptions described in SC1930.11. or SC1930.10.12. apply.

SC1930.10.2. Approval Procedures. Approval levels and procedures for setting pay may be defined by Components (and should be delegated to the lowest practical level). Procedures may include coordination with organization resource advisors and/or pay pool managers.

SC1930.10.3. Setting an Employee's Starting Pay. The starting rate of pay for individuals who are newly appointed or reappointed to the Federal service may be set anywhere within the assigned pay band, taking into consideration factors described in SC1930.10.1. For the purposes of this subchapter, "newly appointed" applies to those individuals who have not previously been employed in the Federal service, i.e., this is their first/initial Federal appointment. The term "reappointed" applies to those individuals who are not currently employed in the Federal service, but have been previously. The term "Federal service" includes civilian service as an employee of any entity of the Federal Government, including, the judicial branch, legislative branch, executive branch, Government corporations, independent establishments (as defined in 5 U.S.C. 104) , the Postal Regulatory Commission and the U.S. Postal Service.

SC1930.10.3.1. Pay for a reappointed individual may be set in accordance with SC1930.10.3. provided he or she has been separated from the Federal service for at least 1 full workday. For the purpose of this provision, a conversion to another appointment is not a separation.

SC1930.10.4. Setting Pay Upon Reassignment. A reassignment occurs when an NSPS employee moves, voluntarily or involuntarily, to a different position or set of duties within his or her pay band or to a position in a comparable pay band, or from a non-NSPS position to an NSPS position at a comparable level of work, on either a temporary or permanent basis. In NSPS, employees may be eligible for an increase or decrease to base salary upon temporary or permanent reassignment as described below. An employee reassigned from a GS position may be eligible for a within-grade increase (WGI) adjustment equivalent under SC1930.10.7. An employee who is reassigned through reduction in force (RIF) procedures shall not incur a reduction, and is not eligible for an increase, to base salary (except as necessary to set the employee's rate at the band minimum). See SC1930.10.10. for rules related to the setting of pay upon termination or expiration of a temporary reassignment.

SC1930.10.4.1. Employee-Initiated Reassignment. Except as provided in SC1930.10.4.1.2., when an employee voluntarily reassigns to another position within his or her pay band or to a position in a comparable pay band, the authorized management official may decrease the employee's base salary in any amount determined prior to the reassignment with the employee's agreement, as long as the employee's base salary does not drop below the minimum of the assigned rate range. In appropriate circumstances, a management official may make approval of a reassignment contingent on the employee's acceptance of a reduced rate. The authorized management official may also increase the employee's current base salary by up to 5 percent (not to exceed the rate range maximum). This increase is discretionary, and appropriate use and approval levels shall be defined by each Component. At a minimum, the approval level may be no lower than one level above the authorized management official who approved the reassignment.

SC1930.10.4.1.1. There are no limits to the number of times an employee may reassign; however, an employee may only receive up to a total of a 5 percent cumulative increase to base salary as the result of an employee-initiated action in a 12-month period, unless an exception to the 12-month limitation is approved by an authorized management official. The increase shall be calculated as a percentage of the employee's base salary at the time the increase takes effect. For example:

SC1930.10.4.1.1.1. Employee A reassigns on 1 January and receives a 5 percent increase to base salary. Employee A is not eligible for another base salary increase resulting from reassignment or reduction in band for twelve months from the effective date of this reassignment.

SC1930.10.4.1.1.2. Employee A reassigns on 1 January and receives a 2 percent increase to base salary. If Employee A reassigns again (or accepts a voluntary reduction in band)

within a 12-month period from the effective date of the first reassignment, he/she is eligible for another base salary increase of up to three percent (for a total of 5 percent in a 12-month period).

SC1930.10.4.1.2. Subject to SC1930.10.4.1.2.1. and SC1930.10.4.1.2.2., as applicable, when an employee reassigns from a position with a targeted local market supplement or from a non-NSPS position (e.g., GS, Federal Wage System, Nonappropriated Fund), the authorized management official shall set pay considering the employee's adjusted salary (including any applicable locality pay or special rate supplement) and any physicians comparability allowance payable for the position held prior to the reassignment. The authorized management official may then (1) set the employee's new adjusted salary equal to the employee's current adjusted salary plus any physician's comparability allowance, if applicable, received prior to the reassignment; (2) decrease the employee's adjusted salary by any amount determined prior to the reassignment with the employee's agreement, as long as the employee's base salary does not drop below the minimum of the assigned rate range, or (3) increase the employee's current adjusted salary plus any physicians comparability allowance, if applicable, by up to 5 percent (subject to the limitation that the resulting base salary may not exceed the rate range maximum). If the adjusted salary is increased, the percentage of the increase shall be counted toward the 12-month limitation under SC1930.10.4.1.1.

SC1930.10.4.1.2.1. When an employee covered by a targeted local market supplement is changed to a new location where a different local market supplement and/or pay schedules apply, the employee's adjusted salary before reassignment will be recalculated to reflect a local market supplement (standard or targeted, as appropriate for the employee's existing position) as if that position were at the same location as the position to which the employee is reassigning, consistent with the geographic conversion principle described at 5 CFR 531.205. For example:

SC1930.10.4.1.2.1.1. Employee reassigns from a YA-2 position with an adjusted salary of \$104,000 (base salary \$80,000, plus 30 percent targeted LMS of \$24,000) to a YC-2 position with a 15 percent standard LMS in a different location. The YA-2 adjusted salary is recalculated as if it were in the new location. While the LMS for the YC-2 position in the new location is 15 percent, the targeted LMS for the YA-2 position currently held by the employee is 20 percent in the new location. This means that the adjusted salary for the position held prior to reassignment would be subject to a 20 percent targeted LMS of \$16,000 rather than the 30 percent received in the current location. The recalculated adjusted salary is \$96,000 (former base salary of \$80,000 + \$16,000 LMS). In consideration of the recalculated adjusted salary, the authorized management official may (1) set the new adjusted salary equal to to the recalculated adjusted salary rate of the position before the reassignment (\$96,000 per annum); (2) set the new adjusted salary at any amount below \$96,000 determined prior to the reassignment with the employee's agreement, as long as the employee's base salary does not drop below the minimum of the assigned rate range; or (3) increase the employee's recalculated adjusted salary of \$96,000 by up to 5 percent (subject to the limitation that the resulting base salary may not exceed the rate range maximum). If the adjusted salary is increased, the percentage of the increase shall be counted toward the 12-month limitation under SC1930.10.4.1.1. The new adjusted salary must

be reapportioned to reflect the 15 percent standard local market supplement applicable to the YC-2 position (e.g., if pay is set at \$96,000, then the adjusted salary would be reapportioned to a base salary of \$83,478, plus a standard LMS of \$12,522).

SC1930.10.4.1.2.2. For employees reassigning from GS, FWS and NAF positions or positions in other pay systems to a NSPS position in a different location covered by a different local market supplement, the employee's pay under the former system must be recalculated as if the former position were located in the new location, consistent with the geographic conversion principle described at 5 CFR 531.205.

SC1930.10.4.1.2.2.1. Employee reassigns from a GS-13 Pilot position with a special rate of \$104,000 to a YC-2 position in the same location with a targeted local market supplement of 20 percent. An authorized management official may (1) set the new adjusted salary equal to the special rate before the reassignment (\$104,000), provided the resulting base salary does not exceed the rate range maximum; (2) set the new adjusted salary at any amount below \$104,000 determined prior to the reassignment with the employee's agreement, as long as the employee's base salary does not drop below the minimum or exceed the maximum of the assigned rate range; or (3) set the new adjusted salary at a rate up to 5 percent higher than the special rate held prior to reassignment (subject to the limitation that the resulting base salary may not exceed the rate range maximum). The new adjusted salary must be reapportioned to reflect the 20 percent targeted local market supplement applicable to the YC-2 position (e.g., if the adjusted salary is set at \$104,000, then the base salary is \$86,667 and the targeted LMS is \$17,333).

SC1930.10.4.2. Management-Directed Reassignment. Except as provided in SC1930.10.4.2.3., when management reassigns an employee within his or her current pay band or to a comparable pay band, the authorized management official shall set pay no less than the employee's current base salary and may increase the employee's current base salary by up to 5 percent. (If the employee's current base salary exceeds the maximum of the new pay band, no increase shall be provided, and the employee's rate shall be converted to a retained rate as provided in SC1930.11.1.13.) This increase is discretionary and must be consistent with merit system principles. Appropriate use shall be defined by each Component. At a minimum, the approval level may be no lower than one level above the authorized management official who approved the reassignment.

SC1930.10.4.2.1. There are no limits to the number of times an employee may be reassigned by management, and the employee is eligible for an increase of up to 5 percent with each reassignment.

SC1930.10.4.2.2. Any increase associated with a management-directed reassignment does not count toward the 12-month limitation described in SC1930.10.4.1.1.

SC1930.10.4.2.3. Subject to SC1930.10.4.1.2.1. and SC1930.10.4.1.2.2., as applicable, when management reassigns an employee from a position with a targeted local

market supplement or from a non-NSPS position (e.g., GS, FWS, NAF), the authorized management official shall set the employee's new adjusted salary at no less than the employee's adjusted salary (including any applicable locality pay or special rate supplement) plus any physicians comparability allowance payable for the position held prior to the reassignment, provided the resulting base salary does not exceed the maximum rate of the new pay band. Subject to the same limitation on pay band maximum, the authorized management official may also increase the employee's adjusted salary by up to 5 percent. For the purpose of determining whether an employee experienced a reduction in pay under chapter 75 of Reference (a) when reassigned from a non-NSPS position by management action, the employee's rate of basic pay includes any NSPS local market supplement, locality payment under section 5304 of Reference (a), special rate supplement under section 5305 of Reference (a), or equivalent payment under other legal authority. If the employee's current base salary exceeds the maximum of the new pay band, no increase shall be provided, and the employee's rate shall be converted to a retained rate as provided in SC1930.11.1.13. For example:

SC1930.10.4.2.3.1. Employee A reassigns from a YA-2 position with an adjusted rate of pay of \$104,000 (base salary of \$80,000, plus 30 percent targeted LMS of \$24,000) to a YC-2 position with a 15 percent standard LMS. The YC-2 adjusted salary may be set no lower than \$104,000 (if the base salary will exceed the maximum rate of the pay band, pay retention will be granted in accordance with SC1930.11.13). The authorized management official may also increase the employee's adjusted salary by up to 5 percent (subject to the limitation that the resulting base salary may not exceed the rate range maximum). In either case, the YC-2 adjusted salary must be reapportioned to reflect the lower standard local market supplement (e.g., if pay is set at \$104,000, the adjusted salary would be comprised of \$90,435 base salary and a 15 percent standard LMS of \$13,565).

SC1930.10.4.2.3.2. Employee B reassigns from a YA-2 position with an adjusted rate of pay of \$104,000 (base salary of \$80,000, plus 30 percent targeted LMS of \$24,000) to a YA-2 position in a different location with a targeted LMS of 20 percent. The YA-2 adjusted salary of the position before the reassignment is recalculated as if it were in the new location. In that location, the adjusted salary for the position held prior to reassignment would be subject to a 20 percent targeted LMS of \$16,000 rather than the 30 percent received in the current location. The recalculated adjusted salary is \$96,000 (former base of \$80,000 + \$16,000 LMS). In consideration of the recalculated adjusted salary, the authorized management official may (1) set the new adjusted salary equal to the recalculated adjusted salary rate of the position before the reassignment (\$96,000 per annum) or (2) increase the employee's recalculated adjusted salary of \$96,000 by up to 5 percent (subject to the limitation that the resulting base salary may not exceed the rate range maximum). If the adjusted salary is increased, the percentage of the increase shall be counted toward the 12-month limitation under SC1930.4.1.1. In either case, the employee's new adjusted salary must be reapportioned to reflect the lower targeted LMS.

SC1930.10.4.2.3.3. Employee C reassigns from a GS-14 position with an adjusted rate of pay of \$108,086 (basic pay of \$89,202, plus 21.17 percent locality pay of \$18,884) and a physicians comparability allowance of \$30,000, for a total pay of \$138,086 per

annum, to a YG-3 position. An authorized management official may (1) set the new adjusted salary equal to \$138,086 or (2) set the new adjusted salary at a rate up to 5 percent higher than the total pay of \$138,086. In either case, the employee's new adjusted salary must be reapportioned to reflect the applicable LMS and the resulting base salary may not exceed the pay band maximum.

SC1930.10.4.3. Involuntary Reassignment. When an employee is involuntarily reassigned to a comparable pay band through adverse action procedures (as a result of poor performance and/or misconduct), the authorized management official may reduce the employee's base salary by up to ten percent. The reduction may not cause an employee's base salary to fall below the minimum rate of the employee's assigned pay band.

SC1930.10.4.3.1. An employee's base salary may not be reduced more than once in a 12-month period based on unacceptable performance, conduct, or both.

SC1930.10.4.3.2. An employee's base salary may not increase under SC1930.10.4.3.

SC1930.10.4.4. NSPS employees receiving an increase in base salary upon temporary reassignment must receive advance written notice of the conditions of the time-limited reassignment, including the time limit of the reassignment; the reason for a time limit; and that the employee may be returned at any time to the position from which temporarily reassigned, or to a different position of equivalent base salary received prior to the temporary reassignment, and the decrease in pay is not subject to reduction in force and adverse action procedures. When a temporary reassignment with an increase in pay is effective and management is unable to give advance notice to the employee, it must provide the notice as soon as possible after the temporary reassignment is made.

SC1930.10.5. Setting Pay upon Promotion. A promotion occurs when an employee moves to a higher pay band, either within or across varying pay schedules and career groups regardless of the specific earning potential of the band, on either a temporary or permanent basis. A promotion also occurs when an employee covered by a non-NSPS Federal pay system moves, without a break in Federal service, to an NSPS position determined to be a higher level of work.

SC1930.10.5.1. Except as provided in SC1930.10.5.4, SC1930.10.5.5. and SC1930.10.5.6., upon promotion, the employee's base salary shall be increased by a minimum of six percent, but may not be lower than the minimum rate or higher than the maximum rate of the new pay band. A promotion increase may not exceed 12 percent unless approved as required by SC1930.10.5.4.

SC1930.10.5.2. In determining the appropriate amount of the promotion increase, the authorized management official should take the following factors into consideration, as appropriate:

SC1930.10.5.2.1. The employee's past and anticipated performance and contributions.

SC1930.10.5.2.2. The labor market conditions, including the labor market rates for similar types of employees at the level represented by the pay band to which the employee is being promoted.

SC1930.10.5.2.3. The base salary rates paid to other employees with greater experience at the higher pay band.

SC1930.10.5.2.4. The long term costs of the promotion increase and the resulting multi-year budget implications.

SC1930.10.5.3. Typically, promotion increases should be in the 6 to 12 percent range, unless a higher increase is necessary to reach the minimum rate of the new pay band or there are compelling considerations that support a greater increase. For example, a greater increase may be appropriate when an employee is being promoted from an entry/developmental band to a full performance band and the greater increase is necessary to pay the employee a rate that is competitive in the labor market, given the employee's duties and responsibilities, competencies, and anticipated performance.

SC1930.10.5.4. Higher-level management, as defined by each Component, must approve an increase greater than 12 percent, not to exceed the maximum rate of the new pay band, unless the greater increase is needed to set the employee's pay at the minimum rate of the newly assigned pay band. In approving an increase greater than 12 percent, higher-level management should consider the factors described in SC1930.10.5.2.

SC1930.10.5.5. If an employee's temporary promotion is made permanent without a break, the employee's base salary will remain unchanged. No additional promotion increase may be provided.

SC1930.10.5.6. Promotion increases for employees receiving a retained rate shall be made in accordance with SC1930.11.6 and SC1930.11.7.

SC1930.10.5.7. NSPS employees who are temporarily promoted must receive advance written notice of the conditions of the time-limited promotion, including the time limit of the promotion; the reason for a time limit; the requirement for competition for promotion beyond 120 days, where applicable; and that the employee may be returned at any time to the position from which temporarily promoted, or to a different position of equivalent base salary received prior to the temporary promotion, and the decrease in pay is not subject to reduction in force or adverse action procedures. When a temporary promotion is effective and management is unable to give advance notice to the employee, it must provide the notice as soon as possible after the temporary promotion is made.

SC1930.10.6. Setting Pay upon Reduction in Band. A reduction in band occurs when an employee moves, voluntarily or involuntarily, to a position in a lower pay band. In NSPS, employees may be eligible for an increase to base salary upon reduction in band as described below. An employee who is reduced in band through RIF procedures or by placement through the DoD Priority Placement Program (PPP) or Reemployment Priority List (RPL) is not eligible for an increase to base salary (except to set the employee's base salary at the minimum rate of the new pay band).

SC1930.10.6.1. Voluntary Reduction in Band. When an employee voluntarily moves to a lower pay band, the authorized management official may decrease or increase the employee's base salary, but must set the employee's base salary within the assigned pay band. Except as provided in SC1930.10.6.1.1., an increase in base salary may be up to 5 percent of the employee's current base salary (not to exceed the maximum of the rate range). This increase is discretionary, and appropriate use shall be defined by each Component consistent with merit system principles.

SC1930.10.6.1.1. Subject to SC1930.10.4.1.2.1. and SC1930.10.4.1.2.2., as applicable, when an employee takes a reduction in band from a position with a targeted local market supplement or from a non-NSPS position (e.g., GS, FWS, NAF), the authorized management official shall set pay considering the employee's adjusted salary (including any applicable locality pay or special rate supplement) and any physicians comparability allowance payable for the position held before the reduction in band. The authorized management official may (1) set the new adjusted salary equal to the current adjusted salary plus any physicians comparability allowance, if applicable, (2) decrease the employee's adjusted salary plus any physicians comparability allowance, if applicable, by any amount determined prior to the reduction in band with the employee's agreement, or (3) increase the employee's current adjusted salary plus any physicians comparability allowance, if applicable, by up to 5 percent. Regardless of how pay is set, the employee's final adjusted salary must be reapportioned to reflect the applicable LMS and the resulting base salary may not fall below the pay band minimum or exceed the pay band maximum. For example:

SC1930.10.6.1.2. Employee A is reduced in band from a YA-3 position with an adjusted salary of \$100,000 (base salary \$83,333, plus 20 percent targeted LMS of \$16,667) to a YC-2 position with a 11 percent standard LMS. The YC-2 adjusted salary of \$100,000 is reapportioned to a base salary of 90,090, plus 11 percent standard LMS of \$9,910. The authorized management official may also choose to set pay up to 5 percent higher than the adjusted salary of \$100,000. In either case, the employee's final adjusted salary must be reapportioned to reflect the 11 percent standard LMS and the resulting base salary may not fall below the pay band minimum or exceed the pay band maximum.

SC1930.10.6.1.3. Employee B is reduced in band from a YA-3 position with an adjusted salary of \$100,000 (base salary \$83,333, plus 20 percent targeted LMS of \$16,667) to a YC-2 position with a 11 percent standard LMS. The YC-2 adjusted salary of \$100,000 is

decreased, per agreement with the employee, to 90,000. The new adjusted salary is reapportioned to a base salary of \$81,081, plus 11 percent standard LMS of \$8,919.

SC1930.10.6.2. There are no limits to the number of times an employee may be voluntarily reduced in band; however, an employee may only receive up to a total of 5 percent cumulative increase to base salary as the result of a voluntary non-competitive action (excluding promotions) in a 12-month period, unless an exception to the 5 percent limitation is approved. The increase shall be calculated as a percentage of the employee's base salary at the time the authorized management official approves the increase. For example:

SC1930.10.6.2.1. Employee A voluntarily takes a reduction in band on 1 Jan and receives a 5 percent increase to base salary. Employee A is not eligible for another base salary increase resulting from reduction in band or reassignment for 12 months from the effective date of this reduction in band.

SC1930.10.6.2.2. Employee A voluntarily takes a reduction in band on 1 Jan and receives a 2 percent increase to base salary. If Employee A voluntarily accepts another reduction in band (or voluntarily reassigns) again within a 12-month period from the effective date of the reduction in band, he/she is eligible for another base salary increase of up to three percent (for a total of 5 percent in the 12-month period).

SC1930.10.6.3. Involuntary Reduction in Band. When an employee is involuntarily moved to a lower pay band through adverse action procedures (as a result of poor performance and/or misconduct), the authorized management official may reduce the employee's base salary by up to ten percent. The reduction may not cause an employee's base salary to fall below the minimum rate of the employee's new pay band or exceed ten percent unless a larger reduction is needed to place the employee at the maximum rate of the lower band. An employee's annual pay may not be reduced more than once in a 12-month period based on unacceptable performance, conduct, or both. An employee's base salary may not increase under this section.

SC1930.10.7. Within-grade Increase (WGI) Adjustment Equivalent. When an employee is permanently placed in an NSPS position from a GS position through a management-directed action, including a management-directed reassignment, realignment, any movement into NSPS occurring after the initial conversion as described in SC1911, or placement via the Priority Placement Program (PPP) or the Reemployment Priority List (RPL), the employee shall receive an increase to base salary equivalent to the amount he or she might have received as a WGI adjustment if the employee had converted into NSPS with his or her organization, as provided in SC1911.4.5.1.

SC1930.10.7.1. An employee who is placed in an NSPS position from a GS position through an employee-initiated reassignment may, at the discretion of the authorized management official, receive this same WGI adjustment equivalent increase.

SC1930.10.7.2. An increase provided under this provision occurs before any other

increases provided under NSPS, may not cause the employee's base salary to exceed the maximum rate of the assigned pay band, and is in addition to any other discretionary increase for which the employee may be eligible.

SC1930.10.8. Employees With Statutory Return or Reemployment Rights to a Position Converted to NSPS During Their Absence. A DoD employee who is placed in an NSPS position after exercising statutory return rights in accordance with Section 1586 of Reference (e), or reemployment rights in accordance with Part 352 of Reference (a), as applicable, shall have his or her base salary set in accordance with SC1930.10.4.2. and at a rate that is not less than the rate he or she would have been entitled to had he or she not left the position . The determination of base salary shall include any performance pay increase paid in accordance with SC1940.AP1.5. Any GS employees shall also be entitled to the WGI adjustment described in SC1911.4.5.

SC1930.10.9. Expiration or Termination of a Temporary Promotion. When an employee returns to the position from which promoted, the employee is entitled to the same rate the employee received prior to the temporary promotion, with appropriate adjustments for pay increases (i.e., rate range increases, performance payout, etc.) that occurred during the time the employee was assigned to the new position, as applicable. In the case of movement from an NSPS position to a position in a different job classification system and pay schedule, the term "promotion" is defined in accordance with 5 CFR 210.102(b)(11) as a change to a "higher rate of pay". For example:

SC1930.10.9.1. An employee is temporarily promoted from YA-2 to YA-3 and receives a six percent increase. While on temporary promotion, the employee goes through a performance cycle and receives a performance payout that results in a 2 percent increase to base salary. When the employee's temporary promotion ends, the employee's base salary shall be returned to his or her base salary prior to the temporary promotion and shall then be recalculated to include the 2 percent increase received during the payout cycle (calculated from the employee's base salary in the lower pay band). (See SC1940.AP1.6.) The employee would also be entitled to additional increases if the minimum of the rate range for YA-2 increased while the employee was on a temporary promotion (provided that the eligibility criteria in SC1930.8.1.1.3. are met).

SC1930.10.9.2. An employee is temporarily promoted from YA-2 to GS-12 and receives an increase under the GS maximum payable rate rule. While on temporary promotion, the employee receives a GS general increase that results in a 3 percent increase in basic pay but misses a NSPS performance payout. When the employee's temporary promotion ends, the employee's base salary shall be returned to his or her base salary prior to the temporary promotion and shall then be recalculated to include any rate range adjustment applied to NSPS pay bands plus the performance pay increase based on the number of shares and share valuation assigned by the pay pool in accordance with SC1940.AP1.10. – SC1940.AP1.11., Performance Assessments and Pay Adjustments for Specially Situated Employees.

SC1930.10.10. Expiration or Termination of a Temporary Reassignment. When an employee returns to the position from which reassigned, the employee is entitled to the same rate the employee received prior to the temporary reassignment, with appropriate adjustments for pay increases (i.e., rate range increases, performance payouts, etc.) that occurred during the time the employee was assigned to the new position, as applicable. A reassignment increase under SC1930.10.4. is not authorized when the employee returns to the position from which temporarily reassigned. For example:

SC1930.10.10.1. An employee is temporarily reassigned from YA-2 to YC-2 and receives a three percent increase. While on temporary reassignment, the employee goes through a performance cycle and receives a performance payout that results in a 2 percent increase to base salary. When the employee's temporary reassignment ends, the employee's base salary shall be returned to his or her base salary prior to the temporary reassignment and shall then be recalculated to include the 2 percent increase received during the payout cycle (calculated from the employee's base salary in the permanent position). (See SC1940.AP1.6.) The employee would also be entitled to an additional increase if the minimum of the rate range for YA-2 increased while the employee was on a temporary reassignment (provided that the eligibility criteria in SC1930.8.1.1.3. are met).

SC1930.10.10.2. If an employee's temporary reassignment is made permanent without a break, the employee's base salary will remain unchanged. No additional pay increase may be provided.

SC1930.10.11. Failure to Successfully Complete a Probationary Period. An employee who fails to complete a probationary period shall be returned to a position and base salary comparable to the position and base salary he or she held before the probationary period, with appropriate adjustments for any pay increases (e.g., rate range increases, performance payout) that may have occurred during the time the employee was assigned to the position.

SC1930.10.12. Unacceptable Ratings. Employees with a current rating of Level 1 will not receive a pay increase associated with an increase in the minimum rate of their assigned pay band (see SC1930.8.1.1.3.2.). When an increase in the minimum rate of the employee's assigned pay band causes the employee's base salary to fall below the minimum rate of the range, the authorized management official may process an "involuntary reduction in band" action to ensure the employee's pay level is commensurate with his or her assigned band. If the authorized management official does not process an "involuntary reduction in band" action, the employee shall be coded with the appropriate pay rate determinant to indicate the employee's pay rate is below the minimum rate range for his or her assigned position and pay band.

SC1930.10.12.1. An employee with a rating of record of Level 1 is not eligible for any subsequent increase to base salary or LMS until the employee is officially assigned a rating of record of Level 2 or higher at the end of the next appraisal period. Such an employee is also ineligible to receive a higher local market supplement that may apply in a move to a different position or location. When an employee with a Level 1 rating of record receives a Level 2 or

higher rating of record for a subsequent appraisal period, the employee becomes eligible for adjustments in the base salary and LMS on the effective date of the next applicable pay adjustment (usually in January) following that appraisal period. (See also SC1930.8.1.1.3.2.1. and SC1930.8.1.2.2.1.2.)

SC1930.11. PAY RETENTION

Pay retention prevents a reduction in base salary that would otherwise occur by preserving the employee's former base salary within the employee's new pay band or by temporarily preserving the employee's former base salary when this rate exceeds the maximum rate of the employee's new pay band. If the employee's current base salary can be accommodated within the new pay band, the employee's base salary is preserved and pay retention does not further apply. Under NSPS, pay retention will apply for 2 years (i.e., 104 weeks) from the effective date of the action generating the retained pay, as described in SC1930.11.1. below.

SC1930.11.1. Under NSPS, pay retention shall be granted when an employee's base salary would otherwise be reduced in the following situations:

SC1930.11.1.1. As the result of reduction-in-force or reclassification.

SC1930.11.1.2. When an otherwise eligible employee is placed through PPP, including placement resulting from early registration, even though the employee does not have a specific reduction in force (RIF) notice.

SC1930.11.1.3. When an organization undergoes realignment or reduction, and an employee who would not be affected personally requests a reduction in band, and management determines the employee's reduction in band results in placement in a more suitable position and that action lessens or avoids the impact of the RIF on other employees.

SC1930.11.1.4. When an employee accepts a position in a lower pay band designated in advance by the activity as being hard-to-fill using any of the following criteria:

SC1930.11.1.4.1. Rates of pay offered by non-Federal employers are significantly higher than those payable by the Government within the area, location, occupational group, or other class of positions under the pay system involved;

SC1930.11.1.4.2. The remoteness of the area or location involved;

SC1930.11.1.4.3. The undesirability of the working conditions or the nature of the work involved (including exposure to toxic substances or other occupational hazards); or

SC1930.11.1.4.4. Any other circumstances the Component considers appropriate, subject to merit system principles.

SC1930.11.1.5. When an employee is reduced in band on return from an overseas assignment under the terms of a pre-established agreement including:

SC1930.11.1.5.1. An employee released from a period of service specified in his or her current transportation agreement due to an involuntary, management-initiated action other than for poor performance and/or misconduct.

SC1930.11.1.5.2. An employee, who has completed more than one year of service under a current agreement, released from a transportation agreement for compelling humanitarian or compassionate reasons.

SC1930.11.1.5.3. A non-displaced overseas employee under no obligation to return to the United States who is otherwise eligible for PPP registration in accordance with Reference (g).

SC1930.11.1.6. When an employee declines an offer to transfer with his or her function to a location outside the commuting area, or is identified with such function but does not receive an offer at the gaining activity, and is placed in a position in a lower pay band at the losing activity or any other DoD activity.

SC1930.11.1.7. When an employee accepts a position in a lower pay band offered by an activity to accommodate a disabling medical condition similar to the circumstances described in Part 831.1203(a)(4) of Reference (b).

SC1930.11.1.8. When an employee occupying a position under a Schedule C appointment is placed, other than for poor performance and/or misconduct or at the employee's request, in a position in a lower pay band in the competitive service or in another Schedule C position, provided that such action is not solely the result of a change in agency leadership (change in administration).

SC1930.11.1.9. When an employee occupying an Army or Air Force dual status military technician position lost, or is scheduled to lose, eligibility for dual status technician employment through no fault of his or her own and accepts placement without a break in service in a lower pay band, non-dual status technician position.

SC1930.11.1.10. When an employee occupying a National Guard dual status technician position is involuntarily separated, through no fault of his or her own, and accepts placement, without a break in service, to a non-dual or dual status technician position in a lower pay band or a competitive service NSPS position in a lower pay band.

SC1930.11.1.11. When an employee whose job is abolished declines an offer within the competitive area, but outside the commuting area, and is placed in a lower pay band position in the commuting area, provided the employee is not serving under a mobility agreement.

SC1930.11.1.12. When an employee's pay is reduced as the result of the movement of his or her position from a DoD non-appropriated fund (NAF) instrumentality to coverage by the DoD civil service system without a break in service of more than three days.

SC1930.11.1.13. When an employee's base salary would exceed the maximum of the rate range because the maximum of the rate range decreased or as a result of a management-directed reassignment.

SC1930.11.2. Pay Retention Delegation. Authorized management officials may extend pay retention for circumstances other than those detailed in SC1930.11.1. These circumstances may be specified in advance or may be approved on a case-by-case basis. This authority applies to personnel actions initiated by management, not at the employee's request, and other than for poor performance and/or misconduct, to further the agency's mission in accordance with applicable law and regulation.

SC1930.11.3. Determining Base Salary. An employee's base salary at the time he or she becomes eligible for pay retention is used when determining if pay retention applies by comparing it to the rate range for the pay band of the newly-assigned position. If the employee's current base salary falls within the minimum and maximum rates of the new pay band, the employee's base salary is preserved and pay retention does not further apply. If the employee's current base salary exceeds the maximum of the new pay band, pay retention applies.

SC1930.11.4. Termination of Pay Retention

SC1930.11.4.1. Pay retention shall terminate:

SC1930.11.4.1.1. At the end of the 2-year (i.e., 104-week) period.

SC1930.11.4.1.2. When the employee moves to another position with a rate range that encompasses the employee's retained rate of pay.

SC1930.11.4.1.3. When an increase in the maximum rate for the employee's pay band causes the maximum rate to equal or exceed his or her retained rate of pay, or the employee's base salary is encompassed within his or her assigned rate range as a result of a pay reduction under SC1930.11.10.

SC1930.11.4.1.4. When the employee is no longer covered by an NSPS position or has a break in service of 1 workday or more (which includes employees placed via PPP after separation), unless otherwise covered in this Subchapter.

SC1930.11.4.1.5. If the employee is reduced in band for poor performance and/or misconduct.

SC1930.11.4.1.6. If the employee is reduced in band at his or her request in circumstances other than stated in SC1930.11.1.

SC1930.11.4.2. An employee whose pay retention terminates at the end of the 2-year (i.e., 104-week) period shall have his or her pay set at the maximum rate of the pay band in which he/she is currently assigned.

SC1930.11.4.3. Upon termination of pay retention, the employee immediately becomes eligible for any applicable rate range adjustment (SC1930.8.1.1.3.5) and performance payout which may include an increase to basic salary, unless otherwise ineligible.

SC1930.11.5. Ineligibility for Pay Retention. Pay retention does not apply in the following circumstances:

SC1930.11.5.1. Declination of a position offer under RIF procedures as defined in SC1960.6.4.5.3.

SC1930.11.5.2. Break in service of 1 workday or more (which includes employees placed via PPP after separation), unless otherwise covered under SC1930.11.1.

SC1930.11.5.3. Placement from a non-DoD position to an NSPS-covered position.

SC1930.11.5.4. Failure to satisfactorily complete an in-service probationary period.

SC1930.11.5.5. Return to an employee's former position at the end of a temporary promotion or temporary reassignment.

SC1930.11.5.6. Reassignment or reduction in band for poor performance and/or misconduct.

SC1930.11.5.7. Reassignment or reduction in band at the employee's request in circumstances other than stated in SC1930.11.1.

SC1930.11.6. An employee on retained pay who is repromoted to the pay band (or a comparable band) from which reduced is not automatically entitled to have his or her pay set in accordance with the promotion rules described in SC1930.10.5. If the employee's retained base salary falls within the minimum and maximum rates of the newly assigned pay band, the authorized management official may maintain the same base salary upon re-promotion, or increase the employee's base salary to a rate above his or her retained base salary. However, the employee's new base salary may not exceed the rate that would be provided using the promotion rules described in SC1930.10.5. The employee's retained base salary shall be used when calculating any increase approved by the authorized management official. If the employee's retained base salary falls below the minimum rate of the newly assigned pay band, the employee's base salary must be set at least at the minimum rate of the band. If the employee's

retained base salary is higher than the maximum rate of the newly assigned pay band, pay retention shall continue (subject to the requirements of SC1930.11).

SC1930.11.7. An employee who is promoted to a higher pay band than the one from which he or she was reduced in band shall be covered by the promotion rules described in SC1930.10.5. The employee's retained base salary shall be used when calculating the six percent (or higher) increase.

SC1930.11.8. Components may establish procedures for priority referral of candidates on pay retention. Such procedures should define a valid offer under priority referral and procedures for terminating pay retention upon declination of a valid offer.

SC1930.11.9. Employees on retained pay are not eligible for increases to base salary, unless otherwise required by law, but may receive lump sum bonus awards as a result of the performance payout cycle. Employees on retained pay shall receive the appropriate local market supplement (LMS) for the position to which they are assigned and, if rated above Level 1, shall receive subsequent increases to the LMS (see SC1930.8.1.2.2.1.4.).

SC1930.11.10. The authorized management official may reduce an employee's retained pay by up to 10 percent for unacceptable performance, misconduct, or both, subject to adverse action procedures (chapter 75 of reference (a)). An employee's retained pay may not be reduced under this authority more than once in a 12-month period. If the reduction causes the retained pay to fall below the maximum rate for the employee's pay band, pay retention terminates consistent with SC1930.11.4.1.3.

SC1930.12. PREMIUM PAY LIMITATION

SC1930.12.1. An employee may receive payments under SC1930.13.1., SC1930.14., SC1930.17., SC1930.18., SC1930.20, SC1930.21., or Section 5545a of Reference (a) for any biweekly pay period only to the extent that such payments do not cause the aggregate of the employee's adjusted salary for that pay period and any additional payments made to the employee under the cited provisions during that pay period to exceed the biweekly limitation established by Section 5547(a) of Reference (a).

SC1930.12.2. An authorized management official may apply the premium pay limitation in SC1930.12. on a calendar year basis instead of a biweekly basis (based on annual rates in effect at the end of the calendar year) during periods when the official determines that the conditions in SC1930.12.2.1. or SC1930.12.2.2. are met, subject to the requirements of SC1930.12.3.

SC1930.12.2.1. The employee is performing work in connection with an emergency or its aftermath. For the purpose of this provision, "emergency" is defined as a temporary condition posing a direct threat to human life or property, including a forest wildfire emergency.

SC1930.12.2.2. The employee is performing work that is critical to the mission of the Component.

SC1930.12.3. The following types of premium payments remain subject to a biweekly limitation even when other premium payments are subject to an annual limitation under SC1930.12.2.:

SC1930.12.3.1. standby duty pay under SC1930.17.,

SC1930.12.3.2. availability pay under Section 5545a of Reference (a); and

SC1930.12.3.3. overtime pay under SC1930.13. for hours in the regular tour of duty of a firefighter covered by Section 5545b of Reference (a). Those premium payments must be paid before any other type of premium payment.

SC1930.12.4. The USD(P&R) or PDUSD(P&R) may waive the limitation established by SC1930.12.1. and SC1930.12.2. and instead apply an annual limitation equal to the rate payable under Section 104 of Reference (d) in the case of specified categories of employees and situations on a time-limited basis, to be determined in coordination with the Office of Personnel Management on a case-by-case basis. Such a waiver may not apply with respect to additional compensation that is normally creditable as basic pay for retirement or any other purpose. This authority may not be further delegated.

SC1930.13. OVERTIME PAY

SC1930.13.1. FLSA Exempt Employees

SC1930.13.1.1. Employees who are Fair Labor Standards Act (FLSA) exempt, and who work full-time, part-time, or intermittent tours of duty are eligible for overtime pay under this section. Overtime pay is pay for hours of work officially ordered or approved by the authorized management official, in writing, and performed by the employee. Except as provided in SC1930.13.1.2., SC1930.13.1.3., SC1930.13.1.4., and SC1930.13.1.5., overtime pay applies to hours that are in excess of 8 hours in a day or 40 hours in an administrative workweek. Employees assigned to the 602 Physician and 680 Dentist occupational series are not eligible for overtime pay under this section. Overtime pay for Firefighters covered by section 5545b of Reference (a) is addressed in SC1930.13.1.6.2.12-SC1930.13.1.6.2.14.

SC1930.13.1.2. For employees on flexible work schedules, credit hours used count toward the 40-hour per week threshold for overtime payment, but overtime is not paid for credit hours worked or used.

SC1930.13.1.3. For full-time employees on compressed work schedules, hours worked in excess of the established work schedule are overtime hours.

SC1930.13.1.4. For an employee for whom the first 40 hours of work in an administrative workweek is his or her basic workweek under Part 610.111(b) of Reference (b), all work performed by the employee, within the first 40 hours is paid at the employee's hourly adjusted rate of pay. Any additional hours of officially ordered or approved work beyond the first 40 hours worked within the administrative workweek are overtime work.

SC1930.13.1.5. For any criminal investigator receiving availability pay under section 550.181 of Reference (b), overtime work means actual work that is scheduled in advance of the administrative workweek that either is in excess of 10 hours on a day containing hours that are part of such investigator's basic 40-hour workweek, or is on a day not containing hours that are part of such investigator's basic 40-hour workweek.

SC1930.13.1.6. The payable overtime rate is calculated from an employee's adjusted salary. Based on the pay band level to which the employee is assigned, the overtime hourly rate is either the employee's hourly adjusted rate of pay or the hourly adjusted rate of pay multiplied by 1.5.

SC1930.13.1.6.1. The employee's hourly adjusted rate of pay serves as the overtime hourly rate for:

SC1930.13.1.6.1.1. Employees placed in pay band 3 of the following schedules: Professional and Analytical (YA) pay schedule under the Standard Career Group; Engineering and Scientific Professional (YD) pay schedule under the Scientific and Engineering Career Group; Medical Professional (YH) pay schedule under the Medical Career Group; and Investigative and Analytical (YK) pay schedule under the Investigative and Protective Services Career Group.

SC1930.13.1.6.1.2. Employees placed in pay band 4 of the Fire Protection (YL) pay schedule, Investigative and Protective Services Career Group.

SC1930.13.1.6.1.3. Employees placed in pay bands 2 and 3 of the Supervisor/Manager pay schedule under all career groups.

SC1930.13.1.6.1.4. Employees assigned to all other pay bands are paid for overtime at the employee's hourly adjusted rate of pay multiplied by 1.5.

SC1930.13.1.6.2. Computation of Overtime Work. The computation of the amount of overtime work of an employee is subject to the following conditions:

SC1930.13.1.6.2.1. Time Spent in Principal Activities. Principal activities are the activities that an employee is employed to perform. They are the activities that an employee performs during his or her regular working hours and activities during periods of authorized overtime work. Overtime work in principal activities shall be credited as follows:

SC1930.13.1.6.2.1.1. A quarter of an hour shall be the fraction of an hour used for crediting overtime work under this Subchapter.

SC1930.13.1.6.2.1.2. When overtime work is performed in other than the full fraction, odd minutes shall be rounded up or rounded down to the nearest full fraction of an hour used to credit overtime work.

SC1930.13.1.6.2.2. Leave or Other Absence With Pay. An employee's absence from duty with pay (including paid leave under Chapter 63 of Reference (a), paid holidays, excused absence, compensatory time off under SC1930.14, or similar paid absences) is deemed to be hours of work under SC1930.13. and does not reduce the amount of overtime pay to which the employee is entitled during an administrative workweek.

SC1930.13.1.6.2.3. Leave Without Pay

SC1930.13.1.6.2.3.1. For a period of leave without pay in an employee's basic workweek, an equal period of service performed outside the basic workweek, but in the same administrative workweek, shall be substituted and paid for at the rate applicable to his or her basic workweek before any remaining period of service may be paid for at the overtime rate on the basis of exceeding 40 hours in a workweek.

SC1930.13.1.6.2.3.2. For a period of leave without pay in an employee's daily tour of duty, an equal period of service performed outside the daily tour, but in the same workday, shall be substituted and paid for at the rate applicable to his or her daily tour of duty before any remaining period of service may be paid for at the overtime rate on the basis of exceeding 8 hours in a workday.

SC1930.13.1.6.2.4. Overtime Hours Compensated by Other Forms of Premium Pay. Otherwise qualifying overtime hours of work may not be considered overtime hours of work in computing overtime pay under SC1930.13.1. if those hours are compensated by standby duty pay under SC1930.17 or law enforcement availability pay under Section 5545a of Reference (a).

SC1930.13.1.6.2.5. Hours of night, Sunday, or holiday work are included in determining for overtime pay purposes the total number of hours of work in an administrative workweek.

SC1930.13.1.6.2.6. Call-Back Overtime Work. Overtime work performed by an employee on a day when work was not scheduled for him/her, or for which he/she is required to return to his or her place of employment, is deemed 2 hours in duration, or the number of hours worked, whichever is greater, for the purpose of computing premium pay, either in overtime pay or compensatory time off.

SC1930.13.1.6.2.7. Standby Duty

SC1930.13.1.6.2.7.1. An employee is on duty, and time spent on standby duty is hours of work if, for work-related reasons, the employee is restricted by official order to a designated post of duty and is assigned to be in a state of readiness to perform work with limitations on the employee's activities so substantial that the employee cannot use the time effectively for his or her own purposes. A finding that an employee's activities are substantially limited may not be based on the fact that an employee is subject to restrictions necessary to ensure that the employee will be able to perform his or her duties and responsibilities, such as restrictions on alcohol consumption or use of certain medications.

SC1930.13.1.6.2.7.2. An employee is not considered restricted for “work-related reasons” if, for example, the employee remains at the post of duty voluntarily, or if the restriction is a natural result of geographic isolation or the fact that the employee resides on the agency's premises. For example, in the case of an employee assigned to work in a remote wildland area or on a ship, the fact that the employee has limited mobility when relieved from duty would not be a basis for finding that the employee is restricted for work-related reasons.

SC1930.13.1.6.2.8. On-Call Status. An employee is off duty, and time spent in an on-call status is not hours of work if:

SC1930.13.1.6.2.8.1. The employee is allowed to leave a telephone number or carry an electronic device for the purpose of being contacted, even though the employee is required to remain within a reasonable call-back radius.

SC1930.13.1.6.2.8.2. The employee is allowed to make arrangements for another person to perform any work that may arise during the on-call period. (See also SC1930.15. for guidance regarding on-call premium pay).

SC1930.13.1.6.2.9. Sleep and Meal Time. Bona fide sleep and meal periods may not be considered hours of work.

SC1930.13.1.6.2.9.1. When employees are assigned to work shifts of 24 hours or more during which they must remain within the confines of their duty station in a standby status, and for which they do not receive annual premium pay for regularly scheduled standby duty under Section 5545(c)(1) of Reference (a) (see SC1930.17.), the amount of bona fide sleep and meal time excluded from hours of work may not exceed 8 hours in any 24-hour period.

SC1930.13.1.6.2.9.2. No sleep time may be excluded unless the employee had the opportunity to have an uninterrupted period of at least 5 hours of sleep during the applicable sleep period.

SC1930.13.1.6.2.9.3. For work shifts of less than 24 hours, Components may not exclude on-duty sleep periods from hours of work, but must exclude bona fide meal periods during which the employee is completely relieved from duty.

SC1930.13.1.6.2.10. Time spent on official travel during hours outside the scheduled tour of duty for leave purposes is not considered hours of work for overtime purposes under SC1930.13.1. unless the employee is performing actual work while traveling. Credit for official travel during non-working hours is covered under section SC1930.16.

SC1930.13.1.6.2.11. An employee is not entitled to overtime pay under this Subchapter for time spent in training, except as provided in section 410.402 of Reference (b).

SC1930.13.1.6.2.12. For exempt firefighters covered by Section 5545b of Reference (a), the regulations in Part 550, Subpart M, of Reference (b) remain applicable. For such firefighters, overtime hours of work are creditable under the rules in SC1930.13.1., but are subject to the overtime pay computation provided in Part 550.113(e)(1) of Reference (b). References to Parts 550.105 and 550.106 in Subpart M of Reference (b) must be interpreted to be references to SC1930.12.

SC1930.13.1.6.2.13. The reference to locality pay under Section 5304 of Reference (a) in Part 550.1305(e) of Reference (b) must be interpreted to be a reference to local market supplements under SC1930.8.1.2.

SC1930.13.1.6.2.14. Consistent with Section 5545b(d)(1) of Reference (a) and 5 section 550.1306(a) of Reference (b), a firefighter compensated under Part 550, Subpart M, of Reference (b) may not receive additional premium pay under SC1930 (including night pay, Sunday pay, holiday premium pay, and hazardous duty pay) or receive paid time off when not working on a holiday. The rule in Part 550.1306(e) of Reference (b) is not applicable.

SC1930.13.2. FLSA Nonexempt Employees

SC1930.13.2.1. Overtime pay and compensatory time off for nonexempt employees is computed under the Fair Labor Standards Act (FLSA) of 1938, as amended in Section 5543 of Reference (a), and in accordance with the provisions of Part 551 of Reference (b).

SC1930.13.2.2. For purposes of overtime pay computations, applicable local market supplements under this Subchapter are included in total remuneration, hourly regular rate of pay, and straight time rate of pay as defined in Part 551 of Reference (b).

SC1930.13.2.3. For nonexempt firefighters covered by Section 5545b of Reference (a), the regulations in Part 550, Subpart M of Reference (b) remain applicable. For such firefighters, overtime hours of work are creditable under the rules in SC1930.13.1, but are subject to the overtime pay computation provided in Part 550.1304(a) of Reference (b). The reference to locality pay under Section 5304 of Reference (a) in section 550.1305(e) of Reference (b) must be

interpreted to be a reference to local market supplements under SC1930.8.1.2. Consistent with section 550.1306(a) of Reference (b), a firefighter compensated under Part 550, Subpart M, of Reference (b) may not receive additional premium pay under SC1930 (including night pay, Sunday pay, holiday premium pay, and hazardous duty pay) or receive paid time off when not working on a holiday.

SC1930.14. COMPENSATORY TIME OFF

SC1930.14.1. Compensatory time off is time off with pay in lieu of overtime pay for any overtime work for FLSA exempt employees. Authorized management officials may require that an FLSA exempt employee receive compensatory time off in lieu of overtime pay for any overtime work. Employees assigned to the 602 Physician and 680 Dentist occupational series are not eligible for compensatory time off under this section.

SC1930.14.2. Compensatory time off earned must be used by the end of the 26th pay period after that in which it was earned. Compensatory time off not used within 26 pay periods shall be paid at the overtime rate at which it was earned. Employees with unused compensatory time earned before June 8, 1997, (January 5, 1997, for Defense Logistics Agency employees) have had a separate "old compensatory time" account established for their use. Old compensatory time shall be charged only if the employee has insufficient current compensatory time (earned on or after June 8, 1997) to cover the compensatory time off requested. Within each category of compensatory time, the oldest shall be charged first.

SC1930.14.3. When a DoD employee separates or transfers to another DoD Component or other Federal agency (e.g., from Army to Navy, from Navy to Defense Logistics Agency, or from Air Force to Department of Treasury), any unused compensatory time off balance shall be paid at the overtime rate at which it was earned. Also, when an employee moves to a pay system that does not provide for compensatory time off (e.g., Senior Executive Service), any unused compensatory time off balance shall be paid at the overtime rate at which it was earned.

SC1930.14.4. One hour of compensatory time off is granted for each hour of overtime worked.

SC1930.15. ON-CALL PREMIUM PAY

SC1930.15.1. Heads of DoD Components may authorize on-call premium pay under this section for nurses and other healthcare personnel who will be compensated for being officially scheduled to be "on-call," which requires them to restrict their activities sufficiently to be available to return to the work site promptly when it is necessary. The coverage of this premium pay may be extended by the USD(P&R) to other categories of employees based on a finding that non-Federal employers are commonly providing similar payment for on-call status to the specified category of employees; such extensions of coverage shall be coordinated as required by section 9901.105(d)(6) of Reference (b). Employees assigned to the 602 Physician and 680 Dentist occupational series are not eligible for on-call premium pay under this section.

SC1930.15.2. To be paid on-call premium pay, employees must be officially scheduled to be on call outside their regular duty hours or on a holiday.

SC1930.15.3. Employees should not be scheduled to be on-call unless it is essential for the employee to be immediately available to return to the work site.

SC1930.15.4. An employee officially scheduled to be on-call shall be paid 15 percent of his or her hourly adjusted rate of pay for each hour of on-call status.

SC1930.15.5. An employee may not receive on-call pay during periods of actual work. When an employee on-call is required to return to work status, on-call pay shall be suspended and the employee shall be paid the hourly adjusted rate of pay, holiday pay, or overtime pay, as appropriate, for the period the employee actually performs work. When released from the requirement to perform actual work, the employee shall return to the remaining scheduled on-call status.

SC1930.15.6. An employee who is excused from regular duty on a holiday or in-lieu of holiday may be scheduled to be on-call and receive on-call pay.

SC1930.15.7. An employee may not be charged leave during periods of regularly scheduled on-call duty; nor may such an employee receive on-call premium pay when, because of leave or other authorized absence, the employee is not expected to be able to return to the work site immediately.

SC1930.16. COMPENSATORY TIME OFF FOR TRAVEL

SC1930.16.1. The Department shall credit an employee (excluding employees assigned to the 602 Physician and 680 Dentist occupational series), on an hour-for-hour basis, with compensatory time off for time in a travel status if:

SC1930.16.1.1. The employee is required to travel away from the official worksite.

SC1930.16.1.2. The travel time is not otherwise compensable hours of work under NSPS or other legal authority.

SC1930.16.2. Travel time in conjunction with a permanent change of station or a temporary change of station is not creditable.

SC1930.16.3. Time in a travel status includes the time an employee actually spends traveling between the official worksite and a temporary worksite, or between two temporary worksites, and the usual waiting time that precedes or interrupts such travel. Time spent at a temporary worksite between arrival and departure is not time in a travel status. A delay between actual periods of continuous travel that includes overnight lodging during which the employee is

free to rest, sleep, or otherwise use the time for his or her own purposes, is not creditable as time in a travel status.

SC1930.16.4. If an employee is required to travel directly between his or her home and a temporary worksite outside the limits of the employee's official worksite, the travel time is creditable as time in a travel status. The travel time outside regular working hours directly to or from a temporary worksite or transportation terminal (e.g., airport or train station) is creditable as time in a travel status. However, if the travel occurs on a day that the employee is regularly scheduled to work (see 5 Part 610.102 of Reference (b) for the definition of regularly scheduled) the time the employee would have spent in normal home-to-work or work-to-home commuting must be deducted.

SC1930.16.5. If an employee is authorized one mode of transportation and then uses a less efficient mode of transportation, or travels at a time or by a route other than that selected by the organization, the supervisor shall estimate the time that would have been credited to the employee if the employee had used the initial route or mode of transportation and traveled at the selected time. The supervisor shall credit the employee with the lesser of the estimated time in a travel status or the actual time in a travel status.

SC1930.16.6. Only travel from home to the temporary duty station on the first day and travel from the temporary worksite to home on the last day must be considered as creditable in the case of an employee who is on a multiple-day travel assignment and who chooses not to use temporary lodging at the temporary worksite, but to return home at night or on a weekend. Travel to and from home on other days is not creditable travel time unless the authorized management official determines that credit should be given based on the net savings to the Department from reduced lodging costs, considering the value of lost labor time attributable to compensatory time off. For cost comparison purposes, the dollar value of an hour of compensatory time off for travel equals the employee's hourly adjusted rate of pay.

SC1930.16.7. Employees must file requests for credit of compensatory time off for travel within 10 workdays after returning to the official duty station, or within 10 workdays of returning from TDY or approved leave which immediately follows the TDY during which the compensatory time off for travel was earned, by submitting a travel itinerary, or any other documentation acceptable to the employee's supervisor, in support of the request. If not submitted within 10 workdays, the employee shall forfeit his or her claim to the compensatory time off for travel. Compensatory time off for travel shall be credited in increments of 6 minutes or 15 minutes and shall be tracked and managed separately from other forms of compensatory time off.

SC1930.16.8. Except as provided in SC1930.16.8.1. and SC1930.16.10., an employee must use accrued compensatory time off for travel by the end of the 26th pay period after the pay period during which it was earned. If an employee fails to use the compensatory time off within 26 pay periods after it was earned, he or she shall forfeit such compensatory time off.

SC1930.16.8.1. If an employee fails to use compensatory time earned under SC1930.16. by the end of the 26th pay period after the pay period during which it was earned due to an exigency of the service beyond the employee's control, the authorized management official may extend the time limit for using such compensatory time off for travel.

SC1930.16.8.2. An extension under SC1930.16.8.1. may not exceed 26 pay periods.

SC1930.16.9. Except as provided in SC1930.16.10., when an employee separates from the Department or moves to another agency, the employee shall forfeit unused compensatory time off for travel. When an employee moves from an NSPS position to a non-NSPS position within the Department, in which the employee will be eligible for compensatory time off for travel under 5 CFR Part 550, Subpart N of Reference (b), he/she shall retain unused compensatory time off for travel; the time elapsed from the end of the pay period in which the compensatory time off was earned through the date of conversion shall count as elapsed time in applying the limit for usage in 5 CFR part 550, subpart N of Reference (b). When an employee moves from a non-NSPS position to an NSPS position within the Department, he/she shall retain unused compensatory time off for travel; the time elapsed from the end of the pay period in which the compensatory time off was earned through the date of conversion shall count as elapsed time in applying the limit for usage established under SC1930.16.8.

SC1930.16.10. If an employee with unused compensatory time off separates from the Department or is placed in a leave without pay status in the circumstances described in SC1930.16.10.1. or SC1930.16.10.2., unused compensatory time off for travel shall not be forfeited but will be held in abeyance. If the employee later returns to service with the Department, the employee must use all of the compensatory time off for travel that was held in abeyance by the end of the 26th pay period following the pay period in which the employee returns to duty, or such compensatory time off will be forfeited.

SC1930.16.10.1. The employee separates or is placed in a leave without pay status to perform service in the uniformed services (as defined in Section 4303 of Reference (h) and Part 353.102 of Reference (b) and later returns to service within DoD through the exercise of a reemployment right provided by law, Executive order, or regulation.

SC1930.16.10.2. The employee separates or is placed in a leave without pay status because of an on-the-job injury with entitlement to injury compensation under Chapter 81 of Reference (a) and later recovers sufficiently to return to work.

SC1930.16.11. An individual may not receive payment for any unused compensatory time off for travel under any circumstances. This prohibition against payment applies to surviving beneficiaries in the event of the individual's death.

SC1930.16.12. Accrued compensatory time off for travel is not considered in applying the aggregate compensation limitation established under SC1930.8.2.

SC1930.17. ANNUAL PREMIUM PAY FOR REGULARLY SCHEDULED STANDBY DUTY

SC1930.17.1. An authorized management official may provide for payment of annual premium pay for regularly scheduled standby duty under the provisions of Section 5545(c)(1) of Reference (a), Parts 550.112(m), 550.141-144 and 550.161-164 of Reference (b), except as otherwise provided in SC1930.17. The calculation of such annual premium pay is exempt from the limitation in Section 5545(c)(1) of Reference (a) and Part 550.141 of Reference (b) that restricts the basis for the premium pay calculation to the minimum rate for GS-10. Annual premium pay for standby duty that is based on an amount of adjusted salary that exceeds the minimum rate for GS-10 is not creditable for retirement purposes.

SC1930.17.2. Except as provided in SC1930.17.3., eligibility for annual premium pay for regularly scheduled standby duty is limited to firefighters classified to the 0081 occupation who are not eligible for coverage under Section 5545b of Reference (a), and to emergency medical technicians required to perform standby duty.

SC1930.17.3. The USD(P&R) may approve extending standby duty premium pay coverage to occupations other than those cited in SC1930.17.2. Component proposals to extend coverage shall explain why employees within the specified occupational group must regularly remain at the duty station longer than ordinary periods of duty, a substantial part of which involves remaining in a standby status rather than performing actual work, and must address how the criteria in Part 550.143 of Reference (b) are met.

SC1930.17.4. An employee receiving annual premium pay for regularly scheduled standby duty may not receive premium pay for overtime work under SC1930.13.1. (including compensatory time off under SC1930.14.), for work at night under SC1930.18. or SC1930.19., for work on a holiday under SC1930.20., for work on a Sunday under SC1930.21., or for work involving unusual physical hardship or hazard under SC1930.25.

SC1930.18. NIGHT PAY. Night pay is a 10 percent differential paid to an employee for each hour of work performed at night that is scheduled or ordered or approved by management, between the hours of 6 p.m. and 6 a.m., and includes periods of absence with pay during these hours due to a holiday. For posts located outside the United States, the head of an activity may designate a time after 6 p.m. and before 6 a.m. as the beginning and end, respectively, of night work to accommodate the customary hours of business in the locality. Employees assigned to the 602 Physician and 680 Dentist occupational series are not eligible for night pay under this section.

SC1930.18.1. Night pay is paid in addition to overtime, Sunday, or holiday premium pay. It is not basic pay for any purpose.

SC1930.18.2. A night pay differential is calculated by multiplying the hourly adjusted rate of pay by 10 percent times the number of hours worked between 6 p.m. and 6 a.m. (or between the alternate night hours approved for posts outside the United States).

SC1930.18.3. An employee is entitled to a night pay differential for a period of paid absence only for a period of court leave, military leave, time off awarded under section 4502(e) of Reference (a), or compensatory time off for religious observances, or when excused from duty on a holiday.

SC1930.18.4. For any criminal investigator receiving availability pay under section 550.181 of Reference (b), night pay may not be paid for unscheduled duty hours (as defined in section 550.182 of Reference (b)).

SC1930.18.5. An employee is not entitled to night pay differential while engaged in training, except as provided in section 410.402 of Reference (b).

SC1930.19. NIGHT PAY FOR HEALTHCARE PERSONNEL

SC1930.19.1. Nurses or other healthcare personnel (see definition in SC1930.5) who work a tour of duty, any part of which falls between 6 p.m. and 6 a.m., with 4 or more hours falling between 6 p.m. and 6 a.m., shall be paid additional pay for each hour of work on such tour. When fewer than 4 hours of work fall between 6 p.m. and 6 a.m., a nurse or other healthcare personnel shall be paid additional pay for each hour of work performed between 6 p.m. and 6 a.m. Night pay for healthcare personnel is 10 percent of the employee's hourly adjusted rate of pay. An employee receiving night pay under this section may not also receive night pay under SC1930.18. Employees assigned to the 602 Physician and 680 Dentist occupational series are not eligible for night pay under this section.

SC1930.19.2. Healthcare personnel are entitled to pay for night duty for a period of paid absence only for a period of court leave, military leave, time off awarded under section 4502(e) of Reference (a), or compensatory time off for religious observances.

SC1930.19.3. When excused from work because of a holiday or in lieu of holiday, healthcare personnel are entitled to the night pay that would have applied had they not been excused from work.

SC1930.20. PAY FOR HOLIDAY WORK

SC1930.20.1. Each hour (including overtime hours) an employee is ordered or approved to work on a holiday designated by Federal statute or Executive Order, shall be paid at twice the employee's hourly adjusted rate of pay, as provided in SC1930.20.3 and SC1930.20.4. An employee who is called to duty on a holiday is entitled to a minimum of 2 hours of holiday premium pay. The Department shall not pay holiday premium pay to an employee engaged in training, except as provided in section 410.402 of Reference (b). Employees assigned to the 602

Physician and 680 Dentist occupational series are not eligible for holiday premium pay under this section.

SC1930.20.2. Premium pay for holiday work is in addition to night pay or premium pay for Sunday work. Holiday time off hours and the number of hours worked on a holiday are included in determining for overtime pay purposes the total number of hours of work performed in the administrative workweek in which the holiday occurs. For any criminal investigator receiving availability pay under section 550.181 of Reference (b), holiday pay may not be paid for unscheduled duty hours (as defined in section 550.182 of Reference (b)).

SC1930.20.3. For FLSA exempt employees, the payment for overtime hours worked on a holiday comprises two components: payment required under SC1930.13.1. for overtime worked, and an additional amount paid under this section such that the total payment for each hour is twice the employee's hourly adjusted rate of pay.

SC1930.20.4. For FLSA nonexempt employees, the payment for overtime hours worked on a holiday comprises two components: payment required under 5 CFR 551.512 for overtime worked, and an additional amount paid under this section such that the total payment for each hour is twice the employee's hourly adjusted rate of pay.

SC1930.21. PAY FOR SUNDAY WORK

SC1930.21.1. Full-time employees shall receive Sunday premium pay at 25 percent of their hourly adjusted rate of pay for each hour (within the employee's basic workweek) that begins or ends on a Sunday.

SC1930.21.2. For any such tour of duty, not more than 8 hours of work are credited as Sunday work, unless the employee is on a compressed work schedule, in which case the entire regularly scheduled Sunday tour of duty receives Sunday premium pay.

SC1930.21.3. Employees on flexible work schedules may earn Sunday premium pay for up to 8 hours of their basic work requirement but may not earn Sunday premium pay when they earn or use credit hours. Sunday premium pay shall not be paid for any hour the employee is in paid leave, compensatory time off, or excused absence status when otherwise the time would be Sunday work.

SC1930.21.4. Employees assigned to the 602 Physician and 680 Dentist occupational series are not eligible for Sunday premium pay under this subsection.

SC1930.21.5. Premium pay for Sunday work is in addition to premium pay for holiday work, overtime pay, or night pay under SC1930.18. or SC1930.19. For any criminal investigator receiving availability pay under Part 550.181 of Reference (b), Sunday premium pay may not be paid for unscheduled duty hours (as defined in Part 550.182 of Reference (b)).

SC1930.21.6. An employee is not entitled to Sunday premium pay while engaged in training, except as provided in Part 410.402 of Reference (b).

SC1930.22. PAY FOR WEEKEND DUTY FOR HEALTHCARE PERSONNEL

SC1930.22.1. Healthcare personnel who work a tour of duty, any part of which falls between midnight Friday and midnight Sunday, shall be paid additional pay for each hour of work during such tour. Healthcare personnel who have two separate tours of duty, each of which qualify as weekend duty, shall be paid additional pay for each hour of both tours. Additional pay for weekend duty is 25 percent of the employee's hourly adjusted rate of pay. An employee receiving pay for weekend duty shall not also receive pay for Sunday work under SC1930.21. Employees assigned to the 602 Physician and 680 Dentist occupational series are not eligible for weekend pay under this section.

SC1930.22.2. When on court leave, military leave, time off awarded under section 4502(e) of Reference (a), or compensatory time off for religious observances, healthcare personnel are entitled to pay for weekend duty they otherwise would have received.

SC1930.23. AIR TRAFFIC CONTROLLER (ATC) DIFFERENTIAL

SC1930.23.1. Any employee whose position is established not lower than pay band 2 of the Professional/Analytical pay schedule under the Standard Career Group and who meets any of the following conditions shall receive premium pay at the rate of 5 percent of the hourly adjusted rate of pay:

SC1930.23.1.1. Occupies a position in the air traffic controller series and is located in an air traffic control center or terminal or in a flight service station;

SC1930.23.1.2. Is assigned to a position located in an airway facilities sector; or

SC1930.23.1.3. Is assigned to a flight inspection crew-member position located in a flight inspection field office whose duties are directly involved in or responsible for the operation and maintenance of the air traffic control system.

SC1930.23.2. The authorized management official may approve the payment of premium pay at the rate of 10 percent of the hourly adjusted rate of pay to an air traffic controller for time during which he/she is assigned to provide on-the-job training to another air traffic controller while such other air traffic controller is directly involved in the separation and control of live air traffic.

SC1930.24. COMPENSATORY TIME OFF FOR RELIGIOUS OBSERVANCES

SC1930.24.1. An employee whose personal religious beliefs require the abstention from work during certain periods of time may elect to engage in overtime work for time lost for meeting those religious requirements subject to SC1930.24.2.

SC1930.24.2. To the extent that such modifications in work schedules do not interfere with mission accomplishment, employees shall be permitted to work alternative work hours so that they can meet the religious requirements. The hours worked in lieu of the normal work schedule do not create any entitlement to premium pay (including overtime pay). A supervisor may disapprove an employee's request if modifications of an employee's work schedule would interfere with the efficient accomplishment of the mission. If an employee's request is approved, a supervisor may determine in consultation with the employee whether the alternative work hours shall be scheduled before or after the religious observance. An employee's request for time off should not be granted without simultaneously scheduling the hours during which the employee will work to make up the time.

SC1930.24.3. An employee may not receive payment for any unused compensatory time off for religious observances under any circumstances. This prohibition against payment applies to surviving beneficiaries in the event of the individual's death.

SC1930.25. PAY FOR DUTY INVOLVING PHYSICAL HARDSHIP OR HAZARD

SC1930.25.1. The Secretary shall establish and pay differentials to employees for duty involving unusual physical hardship or unusually severe hazards, including unusual physical hazard. Such differentials shall be established and paid by applying occupational safety and health standards consistent with the permissible exposure limit (PEL) promulgated by the Secretary of Labor under the Occupational Safety and Health Act of 1970 as published Subtitle B, Chapter XVII in Reference (f) or, in the absence of a PEL issued by the Secretary of Labor, other applicable standard promulgated by the USD(P&R).

SC1930.25.2. Establishment of Hazard Pay Differentials

SC1930.25.2.1 A schedule of hazard pay differentials, the hazardous duties or duties involving physical hardship for which they are payable, and the period during which they are payable is set out in Appendix 5.

SC1930.25.2.2. The USD(P&R) may modify Appendix 5 by establishing new hazard pay differentials or adjusting existing differentials. DoD Components may request a hazard pay differential be established or modified and must submit, with their request, information about the hazardous duty or duty involving physical hardship showing—

SC1930.25.2.2.1. The nature of the duty.

SC1930.25.2.2.2 . The degree to which the employee is exposed to hazard or physical hardship.

SC1930.25.2.2.3. The length of time during which the duty will continue to exist.

SC1930.25.2.2.4. The degree to which control may be exercised over the physical hardship or hazard.

SC1930.25.2.2.5. The estimated annual cost to the Component if the request is approved.

SC1930.25.3. Authorization of Hazard Pay Differential

SC1930.25.3.1. Except as provided in SC1930.25.3.3., the Department shall pay applicable hazard pay differentials to an employee who is assigned to and performs any duty specified in Appendix 5.

SC1930.25.3.2. An authorized management official shall approve payment of a hazard pay differential for an employee when:

SC1930.25.3.2.1. One or more of the conditions (as described in Appendix 5) requisite for such payment exist.

SC1930.25.3.2.2. Safety precautions, protective or mechanical devices, protective or safety clothing, protective or safety equipment, or other preventive measures have not reduced the element of hazard below the permissible exposure limits promulgated by the Secretary of Labor or any applicable standard published by the USD(P&R).

SC1930.25.3.3. Hazard pay differentials are not payable to employees in occupations or jobs in which unusual physical risk is an inherent characteristic of the occupation or job, such as Firefighter, Police Officer, Security Guard, and Emergency Medical Technician. Hazard pay differentials are also not payable to employees assigned to the 602 Physician and 680 Dentist occupations.

SC1930.25.4. Payment of Hazard Pay Differential

SC1930.25.4.1. When an eligible employee (see SC1930.25.3.3.) performs duty for which payment of a hazard pay differential has been authorized under SC1930.25.3.2., the hazard pay differential shall be paid for all the hours in a pay status on the day (24-hour period) on which the duty is performed, except as provided in SC 1930.25.4.2. of this section. Hours in a pay status for work performed during a continuous period extending over 2 days must be considered to have been performed on the day on which the work began, and the allowable differential must be charged to that day.

SC1930.25.4.2. An employee may not be paid a hazardous duty differential for hours for which he/she receives annual premium pay for regularly scheduled standby duty under SC1930.17., or availability pay for criminal investigators under Section 5545a of Reference (a).

SC1930.25.5. Components shall discontinue payment of a hazard pay differential to an employee when the requirements of SC1930.25.3.2. are no longer met.

SC1930.25.6. A hazard pay differential is in addition to any additional pay or allowances payable under this Subchapter. It shall not be considered part of the employee's hourly adjusted rate of pay in computing additional pay or allowances payable under other statutes.

SC1930.26. REPAYMENT OF STUDENT LOANS

SC1930.26.1. The Department may repay (by direct payment on behalf of the employee) all or part of any outstanding federally insured student loan or loans previously taken out by a candidate to whom an offer of employment has been made, or a current employee of the Department. An employee on a Schedule C appointment occupying a position which is excepted from the competitive service because of its confidential, policy-making, policy-determining, or policy advocating character is ineligible for repayment of student loans.

SC1930.26.1.1. Student loan means:

SC1930.26.1.1.1. A loan made, insured, or guaranteed under Part B of title IV of the Higher Education Act of 1965 (section 1071 et seq. of Reference (i));

SC1930.26.1.1.2. A loan made under Part D or E of title IV of the Higher Education Act of 1965 (section 1087a et seq. and section 1087aa et seq. of Reference (i)); and

SC1930.26.1.1.3. A health education assistance loan made or insured under Part A of title VII of the Public Health Service Act (section 292 et seq. of Reference (j)) or under Part E of title VIII of such Act (section 297a et seq. of Reference (j)).

SC1930.26.1.2. The student loan amount to be repaid by the Department may not exceed \$10,000 for any employee in any calendar year or a lifetime total of \$60,000 in the case of any employee.

SC1930.26.2. DoD Components may repay more than one loan per employee as long as the payments do not exceed the limits prescribed in SC1930.26.1.2.

SC1930.26.3. Authorized payments must be based upon the authorized management official's written determination that student loan repayments for the employee would enhance the Component's ability to carry out the Component's mission.

SC1930.26.4. An authorized management official must verify the existence and amount of any qualifying outstanding student loan before authorizing payment.

SC1900.26.5. An authorized management official must verify the amount of previous student loan repayments, if any, made by the Department on the recipient's behalf, prior to submitting a service agreement for approval.

SC1930.26.6. Service Agreements

SC1930.26.6.1. An employee must sign an agreement stating the terms, limitations, or conditions of service prior to receiving any repayments.

SC1930.26.6.2. The minimum service agreement period is three years.

SC1930.26.6.3. The service agreement shall state the amount of the loan repayment authorized for each year of the recipient's service requirement.

SC1930.26.6.4. If the service agreement is signed prior to the employee's entrance on duty date, the service requirement is effective the first day the employee reports on duty. Otherwise, service requirements begin on the date the employee signs the agreement.

SC1930.26.6.5. Service agreements shall state that loan repayments shall not continue for periods of leave without pay, when no pay is due to the employee during a biweekly pay period (see SC1930.26.11).

SC1930.26.6.6. An employee receiving loan repayments shall be ineligible for continued repayments by the Department if he/she separates from the employing DoD Component for any reason, fails to maintain a rating of record at Level 2 or above, or violates any of the conditions of the service agreement.

SC1930.26.6.7. Employees who fail to complete the period of service specified in the service agreement must reimburse the Department for the amount of all loan repayments received under the existing agreement unless:

SC1930.26.6.7.1. the employee is involuntarily separated for reasons other than misconduct or performance, or

SC1930.26.6.7.2. the employee leaves voluntarily to enter into service in another agency outside of DoD, and reimbursement to DoD is not specified in the employee's service agreement.

SC1930.26.6.8. The debt collection process for continuing employees is outlined in, Volume 8 of Reference (k), while that for debtors no longer in Government service is found in DoDFMR, Volume 5 of reference (k).

SC1930.26.7. The employee's debt may be waived, in whole or in part, if the authorizing official determines that recovery would be against equity and good conscience, or against the public interest.

SC1930.26.8. The Defense Finance and Accounting Service (DFAS) remits the student loan repayment directly to the lender under the terms, limitations, and conditions of the written service agreement. The incentive is paid using procedures developed by the appropriate payroll office and is in addition to basic pay or any other form of compensation payable to the employee.

SC1930.26.9. Student loan repayments shall not exceed \$10,000 for each full year of the employee's service requirement. DFAS shall determine the amount to be paid each pay period by dividing the repayment amount authorized for each full year of the service requirement by the number of pay periods in the year that corresponds to the dates of the employee's yearly service requirement.

SC1930.26.10. Since the loan repayment amount is considered as taxable wages, the loan holder receives the full amount of the loan repayment and taxes are withheld from the employee's biweekly pay, as appropriate.

SC1930.26.11. Loan repayments shall not continue for periods of leave without pay that result in no base salary due to the employee during a biweekly pay period. Employees who are on leave without pay as a result of uniformed service or an on-the-job injury shall have the leave without pay time credited to the completion of their service agreements when they return from uniformed service or make full recovery from the compensable injury. In other cases, the suspension of loan repayments during periods of leave without pay shall reduce the employee's total loan repayment incentive unless the authorized management official extends the service agreement after the employee returns to work.

SC1930.26.12. Loan repayments do not count against the annual aggregate compensation limitation described in SC1930.8.2.of this Subchapter.

SC1930.26.13. The Department is not responsible for any late fees or penalties assessed by loan holders prior to, during, or subsequent to this service agreement.

SC1930.26.14. Each authorized management official is responsible for ensuring that the justification for each student loan repayment incentive is documented and records are maintained in accordance with this Subchapter. Documentation shall include verification that the employee's outstanding student loan qualifies for repayment and shall contain the written determinations of recipient eligibility.

SC1930.27. FOREIGN LANGUAGE PROFICIENCY PAY FOR CIVILIAN EMPLOYEES

SC1930.27.1. Employees may be paid Foreign Language Proficiency Pay (FLPP) if they are certified as proficient in a foreign language the Secretary has determined to be necessary for national security interests; and if they are not receiving FLPP as provided in Section 1596 and 1596a of Reference (e).

SC1930.27.2. The Under Secretary of Defense (Personnel & Readiness) (USD(P&R)) is authorized to publish an annual list of foreign languages necessary for national security interests and to establish overall policy for administration of the Defense Language Program.

SC1930.27.3. The Defense Language Institute Foreign Language Center (DLIFLC) is responsible for oversight, standardization, testing, research and development, and evaluation of all foreign language training, education, and related services within the Department, excluding specialized language training programs of Defense Agencies designed for internal use or special missions for which the Agency maintains operational responsibility.

SC1930.27.4. Authorized management officials may certify employee proficiency in a necessary foreign language using criteria and procedures established by USD(P&R) and may approve FLPP for eligible employees.

SC1930.27.5. Approval Procedures. An authorized management official delegated the authority for approving payment must document that an employee meets eligibility criteria before authorizing FLPP. The documentation includes:

SC1930.27.5.1. Certification within the last 12 months of the employee's proficiency in a foreign language the Secretary has determined necessary for national security interests; and

SC1930.27.5.2. Affirmation that the employee does not currently receive comparable pay under Section 1596 or 1596a of Reference (e).

SC1930.27.5.3 Certification of the employee's foreign language proficiency level must be renewed annually.

SC1930.27.5.4. Certification is based on an annual test that is part of the Defense Language Proficiency Test System.

SC1930.27.6. Amount and Method of Payment. The amount of FLPP received by the employee, not to exceed \$500 per pay period, shall be based on one or more of the following considerations as established by the authorized management official:

SC1930.27.6.1. the employee's measured proficiency level in the necessary language.

SC1930.27.6.2. the need for the employee's particular language skills.

SC1930.27.6.3. the difficulty of recruiting or retaining employees with the same proficiencies.

SC1930.27.6.4. the extent to which the employee performs tasks requiring proficiency.

SC1930.27.6.5. the number of necessary languages in which the employee is proficient.

SC1930.27.6.6. other criteria the authorized management official determines are significant.

S1930.27.7. The authorized management official shall determine the amount of FLPP payable to each employee using the criteria set forth in SC1930.27.6.

SC1930.27.8. FLPP is not considered basic pay for any purpose and does not count towards retirement, insurance, or any other benefit related to basic pay. FLPP is not pay for purposes of a lump-sum payment for leave under Section 5551 or 5552 of Reference (a).

SC1930.27.9 The authorized management official may reduce or terminate FLPP at any time when the official determines that:

SC1930.27.9.1. the need for the employee's language capability has been reduced or eliminated; or

SC1930.27.9.2. the employee no longer meets the certification requirements.

SC1930.27.10. The reduction or termination of FLPP may not be appealed. However, the preceding sentence shall not be construed to extinguish or lessen any right or remedy an employee might have under other laws.

SC1930.27.11. The minimum qualifying level should not be less than ILR Level 2 proficiency in at least two skills (listening, reading, speaking, or writing, as required). FLPP may be paid for proficiency in multiple languages; however, the total amount may not exceed \$500 per pay period.

SC1930.28. PHYSICIANS COMPARABILITY ALLOWANCE

Employees assigned to the 0602 Physician and 0680 Dentist occupations are ineligible for a physicians comparability allowance under Section 5948 of Reference (a).

SC1930.29. LAW ENFORCEMENT AVAILABILITY PAY

Law enforcement availability pay shall be paid under the provisions of Section 5545a of Reference (a) and sections 550.181-187 of Reference (b). References in those provisions to

other premium pay provisions in title 5 of the Reference (a) or Reference (b) must be construed to refer to corresponding provisions in SC1930 that replace the title 5 provisions. References to "premium pay" in section 550.186 of Reference (b) must be construed to refer to premium pay paid under SC1930.13., SC1930.14, SC1930.18., SC1930.20, SC1930.21, and SC1930.25. References to limitations on premium pay under Section 5547 of Reference (a) (and implementing regulations) must be construed to refer to the limitations under SC1930.12.

SC1930.30. ADMINISTRATIVELY UNCONTROLLABLE OVERTIME WORK

There is no specific provision in NSPS comparable to the provisions in Part 550.151 of Reference (b) for payment for administratively uncontrollable overtime work. Compensation for such work shall be made under the applicable provisions of this Subchapter.

SC1930.31. COMPENSATION FOR IRREGULAR OR OVERTIME WORK FOR NATIONAL GUARD TECHNICIANS

Compensation for irregular or overtime work performed by National Guard technicians is governed by section 709(h) of title 32 and policies issued by the National Guard Bureau. Such technicians are not eligible for overtime pay under SC1930.13. or compensatory time off under SC1930.14.

SC1930.AP1. APPENDIX 1 TO SUBCHAPTER 1930

DEFINITIONS

SC1930.AP1.1. Adjusted Salary is an employee's base salary plus any local market supplement paid to that employee.

SC1930.AP1.2. Administrative Workweek means any period of 7 consecutive days (as defined in this Subchapter) designated in advance under Section 6101 of Reference (a).

SC1930.AP1.3. Annual Aggregate Compensation means the total compensation an employee will receive during a calendar year (see SC1930.8.2.).

SC1930.AP1.4. Basic Pay Reserved

SC1930.AP1.5. Base Salary means an employee's pay, as set by the authorized management official within the applicable pay band for the employee, before any deductions and exclusive of additional pay of any kind (e.g., local market supplement). For an employee receiving pay retention under SC1930.11, the base salary may exceed the maximum of the applicable pay band. Base salary also refers to the rate of basic pay of an employee moving into NSPS from a non-NSPS position.

SC1930.AP1.6. Basic Workweek is, for full-time employees, the 40-hour workweek established in accordance with Part 610.111, Reference (b).

SC1930.AP1.7. Comparable Pay Bands means pay bands with the same level of work within and across varying pay schedules and career groups, as described in SC1950.6.3.3.8., SC1950.6.3.3.9., and SC1950.AP3., regardless of the specific earning potential of the bands.

SC1930.AP1.8. Compensable hours or time are periods of time that are creditable as hours of work for the purpose of determining a specific pay entitlement, even when that work time may not actually generate additional compensation because of applicable pay limitations.

SC1930.AP1.9. Compensatory Time Off means time off for overtime that is credited under the provisions of SC1930.14.

SC1930.AP1.10. Compensatory Time Off for Travel means time off for travel that is credited under the provisions of SC1930.16.

SC1930.AP1.11. Day (for overtime pay purposes) means any 24-hour period designated by an authorized management official within the administrative workweek applicable to the employee. A day need not correspond to the 24-hour period of a calendar day. If the agency has not designated another period of time, a day is a calendar day.

SC1930.AP1.12. Estimated aggregate compensation is the Department's projection of the aggregate compensation an employee actually will receive during a calendar year based upon known factors--i.e., the total amount of adjusted salary the employee will be paid, plus any lump-sum payment of excess amounts from a previous calendar year; the total amount of preauthorized payments to which the employee is or is projected to be entitled; and the total amount of discretionary payments the employee is authorized to receive.

SC1930.AP1.13. Health Care Personnel are employees providing direct patient care services or services incident to direct patient care services. Examples include, but are not limited to, positions in any of the following occupations: Audiologist, Audiologist-Speech Pathologist, Speech Pathologist, YH-0665; Biomedical Engineer, YD-0858; Diagnostic Radiologic Technician, YI-0647; Dietitian, YG-0630; Expanded-function Dental auxiliaries (Dental Assistant, YI-0681, Dental Hygienist, YI-0682, Dental Laboratory Technician, YI-0683); Medical Instrument Technician, YI-0649; Medical Records Administrator, YA-0669; Medical Records Technician, YB-0675; Medical Technologist, YH-0644; Nuclear Medicine Technician, YI-0642; Nurse, YH-0610; Practical Nurse, YI-0620; Rehabilitation Therapy Technician, YI-0636; Orthotics and Prosthetics Technician, YI-0667; Pharmacist, YH-0660; Pharmacy Technician, YI-0661; Physical Therapist, YH-0633; Physician's Assistant, YH-0603; Psychologist, YA-0180; Respiratory Therapy Technician, YI-0651; Social Worker, YA-0185; Therapeutic Radiologic Technician, YI-0648 Occupational Therapist, 0631.

SC1930.AP1.14. Higher Pay Band means a pay band designated to be a higher level of work than an employee's currently assigned band, either within or across varying pay schedules and career groups, as described in SC1950, regardless of the specific earning potential of the band.

SC1930.AP1.15. Hourly Adjusted Rate of Pay is an employee's annual adjusted salary divided by 2,087 hours and rounded to the nearest cent.

SC1930.AP1.16. Hourly Base Rate of Pay is an employee's annual base salary divided by 2,087 hours and rounded to the nearest cent. Hourly base rate of pay for firefighter positions is defined in section 5545b, Reference (a).

SC1930.AP1.17. Local Market Supplement is additional pay to address labor market factors that are location and occupation specific. Under NSPS, these supplements are used in lieu of 5 U.S.C. part 5304 locality pay and special rate supplements. These supplements shall be expressed as a percentage of base salary (including a salary retained under SC1930.11) and shall be set and adjusted as indicated in SC1930.8.1.2.

SC1930.AP1.18. Lower Pay Band means a pay band designated as a lower level of work than an employee's currently assigned band, either within or across varying pay schedules and career groups, as described in SC1950, regardless of the specific earning potential of the band.

SC1930.AP1.19. Official Worksite is the location of an employee's position of record as determined under SC1930.8.1.2.3.

SC1930.AP1.20. Overtime Work is work that meets the criteria of SC1930.13

SC1930.AP1.21. Performance-based pay increase is an element of the performance payout that consists of an increase to an employee's base salary; also known as "performance pay increase."

SC1930.AP1.22. Regular Working Hours are the days and hours of an employee's regularly scheduled administrative workweek established under Part 610, Reference (b).

SC1930.AP1.23. Reserve Funds are small reserves of money taken from the pay pools to address reconsiderations.

SC1930.AP1.24. Scheduled Tour of Duty (for leave purposes) is an employee's regular hours for which he or she may be charged leave under Part 630, Reference (b) when absent.

SC1930.AP1.25. Travel is officially authorized travel, i.e., travel for work purposes that is approved by an authorized management official or otherwise authorized under established agency policies.

SC1930.AP1.26. Travel Status means travel time that is creditable in accruing compensatory time off for travel, excluding travel time that is otherwise compensable under this Subchapter, Part 551, Reference (b), Reference (f), or other legal authority.

SC1930.AP2. APPENDIX 2 TO SUBCHAPTER 1930

NSPS PAY BANDS AND RATE RANGES

Pay Schedule and Pay Band	Minimum	Maximum
Standard CG, Professional and Analytical PS, PB 1	GS-5, step 1	GS-11, step 10
Standard CG, Professional and Analytical PS, PB 2	GS-9, step 1	GS-13, step 10
Standard CG, Professional and Analytical PS, PB 3	GS-13, step 5	GS-15, step 10, + 5 percent
Standard CG, Technician and Support PS, PB 1	GS-1, step 1	GS-6, step 10
Standard CG, Technician and Support PS, PB 2	GS-7, step 1	GS-10, step 10
Standard CG, Technician and Support PS, PB 3	GS-11, step 1	GS-12, step 10
Standard CG, Supervisor/Manager PS, PB 1	GS-7, step 1	GS-11, step 10
Standard CG, Supervisor/Manager PS, PB 2	GS-12, step 1	GS-14, step 10, +5 percent
Standard CG, Supervisor/Manager PS, PB 3	GS-14, step 1	GS-15, step 10, + 5 percent
Standard CG, SEEP PS, PB 1	GS-1, step 1	GS-11, step 10
S&E CG, Professional and Scientific PS, PB 1	GS-5, step 1	GS-11, step 10
S&E CG, Professional and Scientific PS, PB 2	GS-9, step 1	GS-13, step 10
S&E CG, Professional and Scientific PS, PB 3	GS-13, step 5	GS-15, step 10, + 5 percent
S&E CG, Technician and Support PS, PB 1	GS-1, step 1	GS-6, step 10
S&E CG, Technician and Support PS, PB 2	GS-7, step 1	GS-10, step 10
S&E CG, Technician and Support PS, PB 3	GS-11, step 1	GS-12, step 10
S&E CG, Technician and Support PS, PB 4	GS-12, step 5	GS-13, step 10
S&E CG, Supervisor/Manager PS, PB 1	GS-7, step 1	GS-11, step 10
S&E CG, Supervisor/Manager PS, PB 2	GS-12, step 1	GS-14, step 10, +5 percent
S&E CG, Supervisor/Manager PS, PB 3	GS-13, step 5	GS-15, step 10, + 5 percent
Medical CG, Physician/Dentist PS, PB 2	\$85,000	\$175,000
Medical CG, Physician/Dentist PS, PB 3	\$110,000	\$225,000
Medical CG, Professional PS, PB 1	GS-4, step 1	GS-11, step 10

Pay Schedule and Pay Band	Minimum	Maximum
Medical CG, Professional PS, PB 2	GS-9, step 1	GS-14, step 10
Medical CG, Professional PS, PB 3	GS-13, step 5	GS-15, step 10, + 5 percent
Medical CG, Technician and Support PS, PB 1	GS-1, step 1	GS-6, step 10
Medical CG, Technician and Support PS, PB 2	GS-7, step 1	GS-10, step 10
Medical CG, Technician and Support PS, PB 3	GS-11, step 1	GS-12, step 10
Medical CG, Supervisor/Manager PS, PB 1	GS-7, step 1	GS-11, step 10
Medical CG, Supervisor/Manager PS, PB 2	GS-12, step 1	GS-14, step 10, +5 percent
Medical CG, Supervisor/Manager PS, PB 3	GS-14, step 1	GS-15, step 10, + 5 percent
Medical CG, Supervisor/Manager PS, PB 4	\$100,000	\$200,000
I&P CG, Investigative PS, PB 1	GS-5, step 1	GS-11, step 10
I&P CG, Investigative PS, PB 2	GS-9, step 1	GS-13, step 10
I&P CG, Investigative PS, PB 3	GS-13, step 5	GS-15, step 10, + 5 percent
I&P CG, Police/Guard PS, PB 1	GS-1, step 1	GS-6, step 10
I&P CG, Police/Guard PS, PB 2	GS-7, step 1	GS-10, step 10
I&P CG, Fire Protection PS, PB 1	GS-1, step 1	GS-6, step 10
I&P CG, Fire Protection PS, PB 2	GS-7, step 1	GS-10, step 10
I&P CG, Fire Protection PS, PB 3	GS-11 step 1	GS-12, step 10
I&P CG, Fire Protection PS, PB 4	GS-12, step 5	GS-14, step 10
I&P CG, Supervisor/Manager PS, PB 1	GS-7, step 1	GS-11, step 10
I&P CG, Supervisor/Manager PS, PB 2	GS-12, step 1	GS-14, step 10, +5 percent
I&P CG, Supervisor/Manager PS, PB 3	GS-14, step 1	GS-15, step 10, + 5 percent

SC1930.AP3. APPENDIX 3 TO SUBCHAPTER 1930

NOTIONAL NSPS PAY POOL PROCESS TIMELINE

Step		
1	<p>Preferably within the first 90 days of the appraisal period, but not less than 90 days prior to the end of the appraisal period, establish:</p> <ul style="list-style-type: none"> • The roles and responsibilities of the PRA, the Pay Pool Manager and the Pay Pool Panel. • The identity or membership of the PRA, the Pay Pool Manager and the Pay Pool Panel. • Pay pool composition and structure (the organizations, functions, sub-pay pools, etc. that describe the makeup of the pay pool). • Pay pool policies, including Pay Pool Fund, reserve, and discretionary pay funds. • Timeline • Estimated share value • Considerations in making share assignments and payout distribution • Amounts available for base salary increases and bonuses • Use of control points, if any. 	
2	<p>At the conclusion of the appraisal period, the rating official (normally the first-level supervisor) will request that employees provide self-assessments describing their own accomplishments for each objective in the performance plan in sufficient time to consider in their supervisory assessment. Provision of this assessment is entirely voluntary. The employee should describe their accomplishments relative to performance expectations, including job objectives, contributing factors, organizational mission and goals, team goals, etc.</p>	
3	<p>The rating official considers input from the employee, personal observations, and other sources as appropriate, to assess the level of the employee's performance for each objective in the performance plan. A recommended rating of record is derived in accordance with the procedures at SC1940.10 and SC1940.11. The rating official submits recommended ratings, shares, and payout distribution (based upon the share value estimate) for review by the pay pool panel. Organizations</p>	

	may establish policies that provide for a second level management review or sub-pay pool structure to manage the flow of recommended ratings, shares, and payout distribution.	
4	<p>The pay pool panel meets to review and reconcile recommended ratings, shares and payout distribution for employees within that pay pool to ensure equity and consistency. The rating of record, share assignment and payout distribution are finalized through one or more pay pool panel meetings. Management will determine the appropriate administrative procedures for this process and the operation of the pay pool panel.</p> <p>Typically, the meeting involves a presentation of employee's performance and recommended rating, shares and payout distribution followed by discussion by panel members to review the basis for the recommendations. Discussion should involve direct experiences and current information about employees.</p> <p>When determining employee's payout distribution, pay pools should consider such factors as:</p> <ul style="list-style-type: none"> • Current salary and level and complexity of work performed • Performance-based compensation received during the rating cycle associated with promotions, reassignments, or awards • Local market salary levels of comparable occupations • Attrition and retention rates of critical personnel • Overall contribution to the mission of the organization • Available pay pool funds <p>Before the payouts are finalized, the pay pool manager must reconcile any differences between the funds allocated based upon the share value estimate and the actual pay pool budget. Management will determine the appropriate administrative procedures for this process.</p> <p>Pay pool panel decisions should be based on a consensus of the members. However, if agreement cannot be reached, the pay pool manager will make the final decision. Changes made to a recommended performance rating, share selection or distribution should be communicated back to the rating official along with the rationale for the change. The rating official must then be afforded the opportunity to provide further justification before the change becomes final.</p>	
5	Upon completion of the pay pool panel process, the pay pool manager approves the ratings, shares and payout distribution. Once finalized, the employee's performance rating becomes their rating of record. The rating of record, shares and payout distribution are documented and serve as the	

	basis for performance feedback discussions with the employee.	
6	Before the payout, the supervisor or rating official communicates the approved rating and payout results to each employee. Potential opportunities for increasing performance for the upcoming appraisal period are also discussed. This information will be maintained consistent with established agency procedures. The payouts become effective as prescribed by DoD issuance.	

SC1930.AP4. APPENDIX 4 TO SUBCHAPTER 1930

DISCRETIONARY PERFORMANCE PAYOUTS

SC1930.AP4.1. Discretionary Performance Payouts: Managers, in conjunction with PRAs and senior management, may use appropriate funding sources (not pay pool funds) to provide for discretionary performance payouts. These payouts may include Extraordinary Pay Increases (EPI) or Organization Achievement Recognitions (OAR). Payments made under this authority must be approved by the appropriate pay pool manager.

SC1930.AP4.2. Extraordinary Pay Increase (EPI). An EPI is an increase to employee base salary, bonus or a combination of these intended to reward employees when the payout formula does not adequately compensate them for their extraordinary performance and results. The EPI payment is in addition to the annual performance payout and is made in conjunction with the annual performance payout. The amount of the EPI may not cause the employee's base salary to exceed the top of his or her pay band.

SC1930.AP4.2.1. The EPI should be used sparingly and only to reward exceptionally high-performing employees whose performance and whose contributions to the organization are of an exceedingly high value based on an individualized assessment. The performance and results must be expected to continue at an extraordinarily high level in the future. An increase to base salary resulting from an EPI is permanent and does not require future revalidation. The decision to grant the EPI is entirely at the discretion of management with final approval by the PRA.

SC1930.AP4.2.2. Only employees who have achieved a level 5 rating of record for the most recently completed appraisal period are eligible for an EPI. The amount of the EPI awarded in the form of an increase to base salary may not cause the employee's base salary to exceed the top of the employee's pay band.

SC1930.AP4.3. Organizational/Team Achievement Recognition (OAR). The OAR is an increase to employee base salary, bonus or a combination of these in order to recognize the members of a team, organization or branch whose performance and contributions have successfully and directly advanced organizational goal(s). The OAR payment is made in conjunction with the annual performance payout.

SC1930.AP4.3.1 The decision to grant the OAR is entirely at the discretion of management, with final approval by the pay pool manager. If the employees to be recognized belong to separate pay pools and are employed by different Components (e.g., matrixed employees in a Program Executive Office), the recommendation shall be made by the pay pool manager to which the majority of the employees belong. To qualify for an OAR, an employee must receive a rating of record of Level 3 or higher for the most recently completed appraisal period. Employees with a rating of record below Level 3 are not eligible to receive an OAR.

SC1930.AP4.3.2. The amount of the OAR awarded in the form of an increase to base salary may not cause the employee's base salary to exceed the top of the employee's pay band.

SC1930.AP5. APPENDIX 5 TO SUBCHAPTER 1930

SCHEDULE OF PAY DIFFERENTIALS AUTHORIZED FOR HAZARDOUS DUTY

Schedule of Pay Differentials Authorized for Hazardous Duty		
Duty	Hazard Pay Differential (Percentage)	Effective Date
<p>Exposure to Hazardous Weather or Terrain:</p> <p><i>Work in rough and remote terrain.</i> When working on cliffs, narrow ledges, or near vertical mountainous slopes where a loss of footing would result in serious injury or death, or when working in areas where there is danger of rock falls or avalanches.</p> <p><i>Traveling under Hazardous Conditions.</i> (a) When travel over secondary or unimproved roads to isolated mountain top installations is required at night, or under adverse weather conditions (such as snow, rain, or fog) which limits visibility to less than 30 meters (100 feet), when there is danger of rock, mud, or snow slides. (b) When travel in the wintertime, either on foot or by means of vehicle, over secondary or unimproved roads or snow trails, in sparsely settled or isolated areas to isolated installations is required when there is danger of avalanches, or during "whiteout" phenomenon which limits visibility to less than 3 meters (10 feet). (c) When work or travel in sparsely settled or isolated areas results in exposure to temperatures and/or wind velocity shown to be of considerable danger, or very great danger, on the following wind-chill chart and shelter (other than temporary shelter) or assistance is not readily available.</p> <p><i>Snow or ice removal operations.</i> When participating in snowplowing or snow or ice removal operations, regardless of whether on primary, secondary or other class of roads, when (a) there is danger of avalanche, or (b) there is danger of missing the road and falling down steep mountainous slopes because of lack of snow stakes, "white-out" conditions, or sloping ice-pack covering the snow</p> <p><i>Water search and rescue operations.</i> Participating as a member of a water search and rescue team in adverse weather conditions when winds are blowing at 56 km/h (35 m.p.h.) (classified as gale winds) or in water search and rescue operations conducted at night.</p>	25	NSPS Implementing Issuance Publication Date

<p>Travel on Lake Pontchartrain. (a) When embarking, disembarking or traveling in small craft (boat) on Lake Pontchartrain when wind direction is from north, northeast, or northwest, and wind velocity is over 7.7 meters per second (15 knots); or (b) When traveling in small crafts, where craft is not radar equipped, on Lake Pontchartrain is necessary due to emergency or unavoidable conditions and the trip is made in a dense fog under fog run procedures.</p> <p><i>Hazardous boarding or leaving of vessels.</i> When duties (a), (b), or (c) are performed under adverse conditions of foul weather, ice, or night and when the sea state is high [0.9 meter (3 feet) and above]: (a) Boarding or leaving vessels at sea or standing offshore during lightering or personnel transfer operations; (b) Boarding, leaving, or transferring equipment between small boats or rafts and steep, rocky, or coral surrounded shorelines; (c) Transferring equipment between a small boat and rudimentary dock by improvised or temporary facility such as an unfastened plank leading from boat to dock.</p> <p><i>Small craft tests under unsafe sea conditions.</i> Conducting craft tests to determine the ‘seakeeping’ characteristics of small craft in seaway when U.S. storm warnings normally indicate unsafe seas for a particular size craft.</p> <p><i>Working on a drifting sea ice floe.</i> When the job requires that the work be performed out on sea ice, e.g., installing scientific instruments and making observations for research purposes.</p>		
<p>Exposure to Physiological Hazards:</p> <p><i>Pressure chamber subject.</i> (a) Participating as a subject in diving research tests which seek to establish limits for safe pressure profiles by working in a pressure chamber simulating diving or, as an observer to the test or as a technician assembling underwater mock-up components for the test, when the observer or technician is exposed to high pressure gas piping systems, gas cylinders, and pumping devices which are susceptible to explosive ruptures. (b) Working in pressurized sonar domes Performing checkout of sonar system after sonar dome has been pressurized. This may include such duties as changing transducer elements, setting of transducer turntables, checking of cables, piping, valves, circuits, underwater telephone, and pressurization plugs. (c) Working in non-pressurized sonar domes that are a part of an underwater system. Performing certification pretrial inspections, involving such duties as calibrating, adjusting, and photographing equipment, in limited space and with limited egress.</p>	<p>25</p>	<p>NSPS Implementing Issuance Publication Date</p>

<p><i>Simulated altitude chamber subjects.</i> Observers. Participating in simulated altitude studies ranging from 5500 to 45,700 meters (18,000 to 150,000 feet) either as subject or as observer exposed to the same conditions as the subject.</p>	25	
<p><i>Centrifuge subjects.</i> Participating as subject in centrifuge studies involving elevated G forces above the level of 49 meters per second $\sqrt{2}$ (5 G's) whether or not at reduced atmospheric pressure.</p>	25	
<p><i>Rotational flight simulator subject.</i> Participating as a subject in a Rotational Flight Simulator in studies involving continuous rotation in one axis through 360° or in a combination of any axes through 360° at rotation rates greater than 15 r.p.m. for periods exceeding three minutes.</p>	25	
<p><i>Hot Work.</i> Working in confined spaces wherein the employee is subject to temperatures in excess of 43° C (110° F).</p>	4	
<p><i>Environmental thermal-chamber tests.</i> Subjects and observers are exposed to the hazards and physical hardships of an environmental chamber-thermal test which simulates adverse weather or sea conditions such as the exposure to subzero temperatures; high heat and humidity; and cold water, spray, wind, and wave action.</p>	25	
<p><i>Working at high altitudes.</i> Performing work at a land-based worksite more than 3900 meters (12,795 feet) in altitude, provided the employee is required to commute to the worksite on the same day from a substantially lower altitude under circumstances in which the rapid change in altitude may result in acclimation problems.</p>	8	
<p>Exposure to Hazardous Agents, work with or in close proximity to:</p>		
<p><i>Explosive or incendiary materials.</i> Explosive or incendiary materials which are unstable and highly sensitive.</p>	25	NSPS Implementing Issuance Publication Date
<p><i>At-sea shock and vibration tests.</i> Arming explosive charges and/or working with, or in close proximity to, explosive armed charges in connection with at-sea shock and vibration tests of naval vessels, machinery, equipment and supplies.</p>	25	
<p><i>Toxic chemical materials.</i> Toxic chemical materials when there is a possibility of leakage or spillage.</p>	25	

<p><i>Fire retardant materials tests.</i> Conducting tests on fire retardant materials when the tests are performed in ventilation restricted rooms where the atmosphere is continuously contaminated by obnoxious odors and smoke which causes irritation to the eyes and respiratory tract.</p> <p><i>Virulent biologicals.</i> Materials of micro-organic nature which when introduced into the body are likely to cause serious disease or fatality and for which protective devices do not afford complete protection.</p> <p><i>Asbestos.</i> Significant risk of exposure to airborne concentrations of asbestos fibers in excess of the permissible exposure limits (PELS) in the standard for asbestos provided in title 29, Code of Federal Regulations, §§ 1910.1001 or 1926.58, when the risk of exposure is directly connected with the performance of assigned duties. Regulatory changes in § 1910.1001 or 1926.58 are hereby incorporated in and made a part of this category, effective on the first day of the first pay period beginning on or after the effective date of the changes.</p>	<p>25</p> <p>25</p> <p>8</p>	
<p>Participating in Liquid Missile Propulsion Tests and Certain Solid Propulsion Operations:</p> <p><i>Tanking and detanking.</i> Tanking or detanking operations of a missile or the test stand run bottles with liquid propellants.</p> <p><i>Hoisting a tanked missile.</i> Hoisting a tanked missile or a solid propellant propulsion system into and/or over the test stand.</p> <p><i>Pressure tests.</i> Pressure tests on loaded missiles, missile tanks, or run bottles during prefire preparations.</p> <p><i>Test stand tests.</i> Test stand operations on loaded missiles under environmental conditions where the high or low temperatures could cause a failure of a critical component.</p> <p><i>Disassembly and breakdown.</i> Disassembly and breakdown of a contaminated missile system or test stand plumbing after test.</p> <p>“Go” condition test stand work. Working on any test stand above the 15-meter (50-foot) level or any</p>	<p>25</p>	<p>NSPS Implementing Issuance Publication Date</p>

<p>stand work while the system is in a “go” condition.</p> <p><i>Arming and dearming propulsion systems.</i> Arming, dearming or the installation and/or removal of any squib, explosive device, or a component thereof connected to, or part of, any live or potentially expended liquid or solid propulsion system.</p> <p><i>Demolition and destruct tests.</i> Demolition, hazards classification, or destruct type tests where the specimen is nonstandard and/or unproven and the test techniques do not conform to standard or proven procedures.</p>		
<p>Work in Fuel Storage Tanks:</p> <p>When inspecting, cleaning or repairing fuel storage tanks where there is no ready access to an exit, under conditions requiring a breathing apparatus because all or part of the oxygen in the atmosphere has been displaced by toxic vapors or gas, and failure of the breathing apparatus would result in serious injury or death within the time required to leave the tank.</p>	25	NSPS Implementing Issuance Publication Date
<p>Firefighting:</p> <p><i>Forest and range fires.</i> Participating as a member of a firefighting crew in fighting forest and range fires on the fireline.</p> <p><i>Equipment, installation, or building fires.</i> Participating as an emergency member of a firefighting crew in fighting fires of equipment, installations, or buildings.</p> <p><i>In-water under-pier firefighting operations.</i> Participating in in-water under-pier firefighting operations; involving hazards beyond those normally encountered in firefighting on land, e.g., strong currents, cold water temperature, etc.</p>	25	NSPS Implementing Issuance Publication Date
<p>Work in Open Trenches:</p> <p>Work in an open trench 4.6 meters (15 feet) or more deep until proper shoring has been installed.</p>	25	NSPS Implementing Issuance Publication Date
<p>Underground Work:</p> <p>Work underground performed in the construction of tunnels and shafts, and the inspection of such</p>	25	NSPS Implementing Issuance

underground construction, until the necessary lining of the shaft or tunnel has eliminated the hazard.		Publication Date
<p>Underwater Duty:</p> <p><i>Submerged submarine or deep research vehicle.</i> Duty aboard a submarine or deep research vehicle when it submerges.</p> <p><i>Diving.</i> Diving, including scuba (self-contained underwater breathing apparatus) diving, required in scientific and engineering pursuits, or search and rescue operations, when:</p> <p>(a) at a depth of 6 meters (20 feet) or more below the surface; or,</p> <p>(b) visibility is restricted; or</p> <p>(c) in rapidly flowing or cold water; or,</p> <p>(d) vertical access to the surface is restricted by ice, rock, or other structure; or,</p> <p>(e) testing or working with hardware which presents special hazards (such as work with high voltage equipment or work with underwater mockup components in an underwater space simulation study).</p>	25	NSPS Implementing Issuance Publication Date
<p>Sea Duty Aboard Deep Research Vessels:</p> <p>Participating in sea duty wherein the team member is engaged in handling equipment on or over the side of the vessel when the sea-state is high (6.2meter-per-second winds (12-knot winds)and 0.9-meter waves (3-foot waves) and the work is done on deck in relatively unprotected areas.</p>	25	NSPS Implementing Issuance Publication Date
<p>Collection of Aircraft Approach and Landing Environmental Data:</p> <p>When operating or monitoring camera equipment adjacent to flight deck in the area of maximum hazard during landing sequence while conducting photographic surveys aboard aircraft carriers during periods of heavy aircraft operations.</p>	25	NSPS Implementing Issuance Publication Date
<p>Experimental Landing/Recovery Equipment Tests:</p> <p>Participating in tests of experimental or prototype landing and recovery equipment where personnel are required to serve as test subjects in spacecraft being dropped into the sea or laboratory tanks.</p>	25	NSPS Implementing Issuance Publication Date
<p>Land Impact or Pad Abort of Space Vehicle:</p> <p>Actual participating in de-arming and safing explosive ordinance, toxic propellant and high pressure vessels on vehicles that have land impacted or on vehicles on the launch pad that have reached a point</p>	25	NSPS Implementing Issuance Publication

in the countdown where no remote means are available for returning the vehicle to a safe condition.		Date
<p>Height Work</p> <p>Working on any structure of at least 15 meters (50 feet) above the base level, ground, deck, floor, roof, etc., under open conditions, if the structure is unstable or if scaffolding guards or other suitable protective facilities are not used, or if performed under adverse conditions such as snow, sleet, ice on walking surfaces, darkness, lightning, steady rain, or high wind velocity.</p>	25	NSPS Implementing Issuance Publication Date
<p>Flying, Participating In:</p> <p><i>Pilot proficiency training.</i> Flights for pilot proficiency training in aircraft new to the pilot under simulated emergency conditions which parallel conditions encountered in performing flight tests.</p> <p><i>Delivery of new aircraft for flight testing.</i> Flights to deliver aircraft which has been prepared for one-time flight without being test flown prior to delivery flight.</p> <p><i>Test flights of new modified, or repaired aircraft.</i> Test flights of a new or repaired aircraft or modified aircraft when the modification may affect the flight characteristics of the aircraft.</p> <p><i>Reduced gravity parabolic arc flights subjects/observers.</i> Reduced gravity flight testing in an aircraft flying a parabolic flight path and providing a testing environment ranging from weightlessness up through +20 meters per second $\sqrt{2}$ (+2 gravity conditions).</p> <p><i>Launch and recovery.</i> Test flights involving launch and recovery aboard an aircraft carrier.</p> <p><i>Limited control flights.</i> Flights undertaken under unusual and adverse conditions (such as extreme weather, maximum load or overload, limited visibility, extreme turbulence, or low level flights involving fixed or tactical patterns) which threaten or severely limit control of the aircraft.</p> <p><i>Flight tests of expandable aircraft tires.</i> Landing to test aircraft tires designed to deflate upon retraction, undertaken to appraise the normal deflate-reinflate cycle and also to evaluate the capability to make a satisfactory landing with the tires deflated.</p> <p><i>Landing and taking-off in polar areas.</i> Landing in polar areas on unprepared snow or ice surfaces and/or taking-off under the same conditions.</p>	25	NSPS Implementing Issuance Publication Date
Experimental Parachute Jumps:	25	NSPS

Participating as a jumper in field exercises to test and evaluate new types of jumping equipment and/or jumping techniques.		Implementing Issuance Publication Date
<p>Ground Work Beneath Hovering Helicopter:</p> <p>Participating in ground operations to attach external load to helicopter hovering just overhead.</p> <p><i>Sling-suspended transfers.</i> When performance of duties requires transfer from a helicopter to a ship via a sling on the end of a steel cable or from a ship to another ship via a chair harness hanging from a highline between the ships when both vessels are underway.</p> <p><i>Carrier suitability trials aboard aircraft carriers.</i> Participating in carrier suitability trials aboard aircraft carriers when work is performed on the flight deck during launch, recovery, and refueling operations.</p> <p><i>Cargo handling during lightering operations.</i> Off-loading of cargo and supplies from surface ships to Landing Craft Medium (LCM) boats involving exposure not only to falling cargo but such other hazards as shifting cargo within the LCM, swinging cargo hooks, and possibility of falling between the LCM and cargo vessel.</p>	25	NSPS Implementing Issuance Publication Date
<p>Work in unsafe structures:</p> <p>Working within or immediately adjacent to a building or structure which has been severely damaged by earthquake, fire, tornado, flood, or similar cause, when the structure has been declared unsafe by competent technical authority, and when such work is considered necessary for the safety of personnel or recovery of valuable materials or equipment, and the work is authorized by competent authority.</p>	25	NSPS Implementing Issuance Publication Date
<p>Tropical Jungle Duty:</p> <p>Work outdoors in undeveloped jungle regions outside the continental United States. Work must involve both of the following:</p> <p>(1) An unusual degree of physical hardship caused by high heat, humidity, or other inclement conditions; and</p> <p>(2) An unusual danger of serious injury or illness due to:</p>	25	NSPS Implementing Issuance Publication Date

<p>(a) Travel on unimproved roads or rudimentary trails in rugged terrain (e.g., walking on narrow trails in steep mountainous areas, fording deep, fast-moving rivers, and crossing deep crevasses via log or other unsafe means);</p> <p>(b) Immediate presence of dangerous wildlife (e.g., venomous snakes, poisonous insects, and large carnivores); or</p> <p>(c) Known exposure to serious disease for which adequate protection cannot be provided.</p>		
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WINDCHILL CHART IN METRIC UNITS

Local Temperature (°C)											
Wind Speed (KPH)	0	-5	-10	-15	-20	-25	-30	-35	-40	-45	-50
Calm	0 C	-5	-10	-15	-20	-25	-30	-35	-40	-45	-50
8	-2	-7	-12	-17	-23	-28	-33	-38	-44	-49	-54
16	-8	-14	-20	-26	-32	-38	-44	-51	-57	-63	-69
24	-11	-18	-25	-32	-38	-45	-51	-58	-65	-72	-78
32	-14	-21	-28	-36	-42	-49	-57	-64	-71	-78	-85
40	-16	-23	-31	-39	-46	-53	-61	-68	-76	-83	-90
48	-17	-24	-33	-41	-48	-56	-63	-72	-78	-86	-94
56	-18	-26	-34	-42	-49	-57	-65	-73	-81	-88	-97
64	-19	-27	-35	-43	-51	-59	-66	-74	-82	-91	-98
72	-19	-28	-36	-43	-52	-59	-67	-76	-83	-91	-99
80	-20	-28	-36	-44	-52	-60	-68	-76	-84	-92	-100
Little danger			Considerable danger				Very great danger				
For properly clothed persons			Danger of freezing of exposed flesh								

WINDCHILL CHART											
	Local Temperature (°F)										
Wind Speed (MPH)	32	23	14	5	-4	-13	-22	-31	-40	-49	-58
Calm	32	23	14	5	-4	-13	-22	-31	-40	-49	-58
5	29	20	10	1	-9	-18	-28	-37	-47	-56	-65
10	18	7	-4	-15	-26	-37	-48	-59	-70	-81	-92
15	13	-1	-13	-25	-37	-49	-61	-73	-85	-97	-109
20	7	-6	-19	-32	-44	-57	-70	-83	-96	-109	-121
25	3	-10	-24	-37	-50	-64	-77	-90	-104	-117	-130
30	1	-13	-27	-41	-54	-68	-82	-97	-109	-123	-137
35	-1	-15	-29	-43	-57	-71	-85	-99	-113	-127	-142
40	-3	-17	-31	-45	-59	-74	-87	-102	-116	-131	-145
45	-3	-18	-32	-46	-61	-75	-89	-104	-118	-132	-147
50	-4	-18	-33	-47	-62	-76	-91	-105	-120	-134	-148
Little Danger			Considerable Danger				Very Great Danger				
For Properly Clothed Persons											
Danger From Freezing of Exposed Flesh											

E1. ENCLOSURE 1

REFERENCES, continued

- (e) Title 10, United States Code
- (f) Title 29, United States Code
- (g) DoD Instruction 1400.20, “DoD Program for Stability of Civilian Employment,”
September 26, 2006
- (h) Title 38, United States Code
- (i) Title 20, United States Code
- (j) Title 42, United States Code
- (k) DoD 7000.14-R, “Department of Defense Financial Management Regulation” as
amended