

FSN COMPENSATION PLAN 2009

STATE, USAID, FAS, DAO, NAS, ODRP, FCS, DEA,
KSU, VOA, DHS, LEGATT, OSC

Salary Scale Compensation Plan
Benefits
Attachments

- A. List of Pay Periods and Authorized Holidays
- B. Premium Pay
- C. Local Leave Plan
- D. Health Insurance Plan
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- G. Separation Plan
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U.S. EMBASSY, ISLAMABAD, PAKISTAN
SCHEDULE OF PAYROLL PERIODS & HOLIDAYS FOR 2009

SCHEDULE OF PAYROLL PERIODS				HOLIDAYS			
PP #	BEGINNING DATE	ENDING DATE	PAY DAY	OCCASION	DATE	DAY	TYPE
1	January 4, 2009	January 17, 2009	January 29, 2009	New Year's Day	January 1, 2009	Thursday	U.S.
2	January 18, 2009	January 31, 2009	February 12, 2009	*9 th & 10 th of Muharram	January 7 & 8	Wed. & Thurs	Local
3	February 1, 2009	February 14, 2009	February 26,	Birthday of M. L. King, Jr.	January 19	Monday	U.S.
4	February 15, 2009	February 28, 2009	March 12, 2009	President's Day (Washington's Birthday)	February 16	Monday	U.S.
5	March 1, 2009	March 14, 2009	March 26, 2009	*Eid-i-Milad-un-Nabi	March 9	Monday	Local
6	March 15, 2009	March 28, 2009	April 09, 2009	Pakistan Day	March 23	Monday	Local
7	March 29, 2009	April 11, 2009	April 23, 2009	Memorial Day	May 25	Monday	U.S.
8	April 12, 2009	April 25, 2009	May 7, 2009	Independence Day	July 3	Friday	U.S.
9	April 26, 2009	May 09, 2009	May 21, 2009	Pakistan Independence Day	August 14	Friday	Local
10	May 10, 2009	May 23, 2009	June 4, 2009	Labor Day	September 7	Monday	U.S.
11	May 24, 2009	June 6, 2009	June 18, 2009	*Eid-ul-Fitr	Sept. 21, 22 & 23	Mon, Tues. & Wed	Local
12	June 7, 2009	June 20, 2009	July 2, 2009	Columbus Day	October 12	Monday	U.S.
13	June 21, 2009	July 4, 2009	July 16, 2009	Iqbal Day	November 9	Monday	Local
14	July 5, 2009	July 18, 2009	July 30, 2009	Veterans Day	November 11	Wednesday	U.S.
15	July 19,	August 1, 2009	August 13, 2009	Thanksgiving Day	November 26	Thursday	U.S.
16	August 2, 2009	August 15, 2009	August 27, 2009	*Eid-ul-Azha	Nov. 27, 28 & 29	Fri., Sat. & Sun	Local
17	August 16, 2009	August 29, 2009	September 10, 09	Christmas & Birthday of Quaid-i-Azam	December 25	Friday	U.S. & Local
18	August 30, 2009	September 12, 09	September 24, 09				
19	September 13, 09	September 26, 09	October 8, 2009				
20	September 27, 2009	October 10, 2009	October 22, 2009				
21	October 11, 2009	October 24, 2009	November 5, 09				
22	October 25, 2009	November 7, 09	November 19, 09				
23	November 8, 2009	November 21, 09	December 3, 09				
24	November 22,	December 5, 09	December 17, 09				
25	December 6, 2009	December 19, 09	Dec 31, 2009				
26	December 20, 09	January 2, 2009	January 14, 2009				

Note: *The Local Holiday schedule will be updated when the Human Resources office receives the Government of Pakistan holiday schedule. However, religious holidays are subject to the appearance of the moon and may vary from the scheduled dates. Mission holidays will also be announced via Management Notices.

Actual Number of holidays:

-- U.S. = 10

-- Local = Not to Exceed 10 workdays

Premium Pay / Overtime

Overtime is defined as all work performed other than during an employee's regular basic working hours (basic workweek). Overtime work is authorized or approved only as an emergency measure to avoid serious backlogging of regular work, or to meet some temporary crisis. Work requiring payment of premium compensation must be authorized in advance with funds availability.

Overtime is work performed in excess of the employee's established basic work week. All overtime worked must be approved by the American supervisor in advance in writing. Payment for overtime is made as follows:

1. Overtime on Sunday through Saturday: 200 percent of hourly basic salary.
2. Work on a U.S. holiday (that is not also a Pakistani holiday) during the employee's basic working hours: For each hour of work, 100 percent of hourly basic salaries in addition to regular (total) pay.
3. Work on a Pakistani holiday during the employee's basic working hours: For each hour of work, 150 percent of hourly basic salaries in addition to regular (total) pay.
4. Night Differential: For each hour of regularly scheduled work between 6:00 P.M. and 6:00 A.M., a premium of 10 percent of hourly basic salary.
5. Premium pay for overtime work and night work is authorized only for employees in grades 1 through 6. Compensatory time (hour off per hour worked) may be granted for all authorized overtime work for which premium compensation is not paid.
6. Employees in grades 7 through 12, if required to perform overtime work, will receive straight time (100 percent of hourly basic salary) for each hour worked or compensatory time at the rate of one hour off for each hour worked.
7. Chauffeurs driving in tribal areas on official business are authorized a 10 percent increase in their salaries on total compensation for each day of official duty in the Federally Administered Tribal Area (FATA). A certificate from the employee's supervisor is required specifying the areas visited and the hours spent in those areas.

Local Leave Plan

Authority

Section 408 of the Foreign Service Act of 1980, as amended, provides that any Local Compensation Plan established under that section may include provisions for leave of absence with pay for Locally Employed Staff in accordance with prevailing law and employment practices in the locality of employment without regard to any limitations contained in Section 6310 of Title 5, United States Code.

Policy

It is the policy of Foreign Affairs Agencies to adopt locally prevailing leave benefits for LES employees in lieu of any benefits patterned after the provisions of the U.S. Annual and Sick Leave Act of 1951.

Each employee who entered on duty prior to January 14, 1990 was given an irrevocable option to enroll under the Local Leave Plan or remain under the United States Government (USG) Style Leave Plan. All employees who have entered on duty on or after 1/14/90 are covered under the Local Leave Plan.

All leave must be approved by the employee's American supervisor in writing and reported to the timekeeper.

Creditable Service

The following criteria govern the determination of creditable USG service when determining local leave entitlements:

- a. Creditable service includes verifiable, continuous USG service under a Direct-Hire Appointment, Personal Services Agreement or Personal Services Contract, that is, service without a break of more than three calendar days.
- b. Continuous service includes transfers, without a break of more than three calendar days, from a Direct-Hire Appointment to a Personal Services Agreement/Contract, and vice versa.
- c. Approved leave without pay does not constitute a break in continuous service. However, periods of leave without pay in excess of two weeks are deducted from creditable service.

Workweeks

The entitlements for the different kinds of leave listed in this Plan are applicable to employees with regularly scheduled 40-hour and 48-hour workweeks. Employees on other workweek schedules will accrue appropriately prorated amounts of leave. Maximum limits also will be appropriately prorated for employees on other than the schedules above.

Leave Year

The leave year normally will begin on the first day of pay period 1 and end on the last day of pay period 26. During the infrequent occasions when there are 27 pay periods in a leave year, the leave year will begin on the first day of pay period 1 and end on the last day of pay period 27. Leave that is accrued on a per pay-period basis (Annual Leave) will be accrued during pay period 27 at the rate it was accrued during pay period 25. No change will be made to the limits of other types of leave (Maternity, Ramadan and Casual) that are granted on an occasional basis.

Annual Leave

Use of Annual Leave: Annual leave is accrued from the first day of service. However, an employee must complete six months of creditable service before she/he can use any annual leave.

Except for emergencies, annual leave must be requested and approved at least two weeks in advance. In emergency situations, employees are required to notify their supervisors at the earliest possible time.

Absences of employees who do not report for duty and who do not have advance authorization may be charged to absence without official leave (AWOL). If, upon return to duty, the employee can offer a satisfactory explanation for the absence, the American supervisor may, at his/her discretion, charge the time absent to annual leave, sick leave, leave without pay, or, for employees on the local leave plan, casual leave, following the guidelines for the administration of each type of leave.

Amount of Annual Leave: Annual leave will be credited on a prorated basis each pay period, as follows:

Completed Years of Service	Hours Earned Annually	Hours Earned in First 25 RPs	Hours Earned PP 26
40 hours workweek:			
Less than 2 years	104 (13 days)	4.00	4.00
2 to 4 years	168 (21 days)	6.50	5.50
5 to 9 years	184 (23 days)	7.00	9.00
10 or more years	192 (24 days)	7.25	10.75
48 hours workweek:			
Less than 2 years	124.75	4.75	6.00
2 to 4 years	210.75	8.00	10.50
5 to 9 years	220.75	8.50	8.25
10 or more years	230.50	8.75	11.75

Salary payments while on annual leave will be based on 100 percent of the employee's salary.

Part-Time Employees

Part-time employees accrue annual leave at the following rates:

Part-Time Employees Years of Service	Hours Accrued in Pay Status
Up to 3 years	1 hour for every 20 hours
3 - 15 years	1 hour for every 13 hours
15 years and over	1 hour for every 10 hours

Carryover of Annual Leave from One Year to the Next:

Each employee may accumulate, for carryover to the next leave year, a maximum of one year's annual leave entitlement not to exceed 400 hours in a 40-hour workweek or 480-hours in a 48-hour workweek.

Restoration of Annual Leave:

Previously approved and scheduled annual leave which is canceled by the employee's supervisor due to work requirements at post, and which otherwise is subject to forfeiture, may be restored to the employee's account at the beginning of the next leave year for use during that leave year after approval from RAMC Bangkok. Restored annual leave must be used within one year and may not be carried over from year to year. Restoration of canceled annual leave must be approved in writing by the employee's supervisor and by the Management Counselor.

Lump Sum Payment for Unused Annual Leave in Local Leave Plan:

Upon separation, an employee will receive a lump sum payment for unused annual leave, computed on the basis of the employee's total pay at the time of separation. Payment will be for the total of (1) the number of unused annual leave hours accrued under the USG leave plan, not to exceed 240 hours, plus (2) the number of unused annual leave hours accrued under the local leave plan that were carried over from the previous leave year and not used during the current leave year, plus (3) the number of unused annual leave hours earned during the current leave year. However, the payment for the combined total of these three types of unused annual leave will be subject to the following maximum limits:

Annual Leave Earning Category	Limit Per Lump Sum Payment
40-hour work week	400 Hours
48-hour work week	480 Hours

Advancement of Annual Leave: Advancement of annual leave requires the written approval of the employee's American supervisor. Any indebtedness for annual leave at the time of separation must be repaid by the employee. If necessary, the amount owed will be deducted from the employee's final salary, severance pay, or any other final payment.

Responsibilities of Supervisors and Employees: Appropriate action will be taken by supervisors to ensure that each employee is permitted to take a regular vacation each year. Because of the benefits resulting both to the employee and the service, all employees should be granted, consistent with work requirements of the office involved, sufficient continuous leave for vacation purposes to provide an adequate period of rest and recreation. Leave must be approved by the employee's American supervisor in writing and reported to the timekeeper.

Sick Leave

Amount of Sick Leave allowed:

Sick Leave	Hours Per Year
40-hour work week	320 hours
48-hour work week	384 hours

Policy: Sick leave will be authorized when the employee is unable to work because of sickness or injury, or when the employee needs medical examination or treatment that can be obtained only during the time when the employee normally would be working.

Exceptional Circumstances: Sick leave may be used by the employee to take care of an immediate family member in a critical condition. Sick leave needed for caring for an immediate family member will be approved on a case by case basis by Human Resources Officer in consultation with the American Supervisor only in the case of emergencies.

Every absence due to sickness or injury must be reported immediately to the employee's American supervisor and to the employee's timekeeper so that the appropriate charge of sick leave will be made. An absence of three or more consecutive work days must be supported by a physician's certificate. A physician's certificate may be required for an absence of two consecutive work days or less if the employee's supervisor has reason to believe that the employee is using sick leave improperly. The employee must submit, in advance, a request to his or her American supervisor for permission to use sick leave for the purpose of medical, dental, or optical examination or treatment. Leave must be approved by the employee's American supervisor in writing and reported to the timekeeper. Sick leave that can be scheduled (medical appointments, etc.) must be requested at least two working days in advance.

Crediting and Granting Sick Leave: Sick leave is not accrued each pay period but rather is granted on a yearly basis, subject to the limitations noted above.

Carry Over of Sick Leave from One Year to the Next: Carry over of sick leave is not permitted.

Advancement of Sick Leave: Advancement of sick leave is permitted on a case by case basis.

Unused Sick Leave Accrued under Local Leave Plan: No lump sum payment will be made to the employee for any unused sick leave and is not used for computing any type of retirement benefit.

Maternity Leave

Eligibility and Amounts: Female LES employees who will have completed 4 months of creditable service by the time of the child's birth will be entitled, upon a properly documented request, to maternity leave for 12 weeks (60 workdays). The maximum number of hours of maternity leave is as follows:

Maternity Leave	
40-hour work week	480 Hours
48-hour work week	576 Hours

The period during which the leave is taken will fall within a time frame

beginning six weeks before confinement and ending six weeks after confinement. While on maternity leave, the employee will be paid 100 percent of her total pay.

For employees with less than 4 months of creditable service, required absences for maternity reasons will be charged to annual leave, casual leave, sick leave, and/or leave without pay. However an employee on probation will serve an additional 4 months to complete the one year of probation.

Ramadan Leave

Definition: Ramadan leave is granted to all employees working on a Personal Services Agreement or Personal Services Contract during the month of Ramadan.

Amount of Ramadan Leave: Employees in the following workweeks under the local leave plan receive the below mentioned hours of casual leave during the four weeks of Ramadan. This casual leave is intended to allow employees to arrive late or leave early during the four weeks of Ramadan. This casual leave may not be used outside of the four-week Ramadan period. All employees under the local leave plan, whether or not they are Muslim, are entitled to Ramadan casual leave.

Part-time employees are entitled to Ramadan Leave if they are working 8 hours a day and if less, the hours of leave will be prorated accordingly.

Ramadan Leave	Hours During 4 weeks of Ramadan
40-hour work week	32 hours
48-hour work week	38.5 hours

All American

Ramadan casual leave must be scheduled with the supervisor. Sections are expected to schedule

casual leave during Ramadan so that the section functions and telephones are adequately covered at all times. The half hour lunch period may be combined with the Ramadan casual leave at the discretion of the supervisor.

Use or Lose: Ramadan leave is not accrued each leave year. Unused entitlements to Ramadan leave are forfeited and may not be carried over or accumulated from year to year.

Casual Leave

Definition: Casual leave is paid leave, without charge to annual leave, which may be granted with the approval of the employee's American supervisor.

Amount of Casual Leave: Post may grant up to the following number of days of casual leave per year as given below.

Casual Leave	Hours Per Year
40-hour work week	80 hours
48-hour work week	96 hours

Salary payments while on casual leave will be based on 100 percent of the employee's salary as defined in section 6.3.6.

Use of Casual Leave: Casual leave is granted at the rate of ten (10) work days per calendar year in addition to 32 hours of casual leave which is granted during the four weeks of Ramzan.

Five (5) days of casual leave can be treated as annual leave, but reported on time and attendance records as casual leave. These five days of casual leave can be used in any combination with annual or sick leave. The employee would normally be expected to provide his or her supervisor with two weeks advance notice for annual leave, except in unusual circumstances, and this expectation will also apply to the scheduling of these five days of casual leave. As with annual leave, the supervisor retains the right to refuse the leave request if the proposed leave interferes with the operation of the section.

Five (5) days of casual leave are reserved for emergency use of the employee. No advance notice will be required of the employee for these leave days. However, these leave days may not, repeat not, be taken in excess of two days at a time. These days are solely for emergency use, and no justification or restriction other than the two-day limit will apply to their use. Employees must notify their supervisors that they are taking this type of casual leave as soon as possible, either before the start of the work day, or immediately thereafter.

If the employee expects to be absent more than two days, he or she must file a leave slip for the number of days over the first two - for annual or sick leave, as appropriate. The employee should report to work to file this leave slip, or should telephone the supervisor noting how long the leave period is expected to last. If two days of casual leave are taken, and the employee requests additional days of annual or sick leave, the supervisor has the right to deny the additional leave if such leave would interfere with the operation of the section.

Leave without Pay

Leave without Pay (LWOP) for up to 20 consecutive work days may be granted for a justified reason as considered appropriate by the employee's supervisor, the Management Counselor or the agency head, as appropriate. Extended Leave Without Pay, in excess of 20 consecutive work days, may be granted for a specified reason as defined in 3 FAM 471.5. Leave Without Pay granted to an employee in excess of 80 hours must be documented by a Notification of Personnel Action. Upon the employee's return to duty status, a Notification of Personnel Action must be processed to return the employee to pay status.

Local or U.S. holidays which occur within a period of Leave Without Pay will be charged to Leave Without Pay. However, if an employee is in pay status on the work day preceding the holiday or the work day following the holiday, the holiday will not be charged to leave without pay.

Absence Without Official Leave

If an employee is absent from duty without advance authorization, the absence will be charged to AWOL. If, upon return to duty, the employee can offer a satisfactory explanation, the approving officer may, at her/his discretion, charge the time absent to the absence will be charged to AWOL. If, upon return to duty, annual leave, sick leave or LWOP after fully considering all circumstances. If satisfactory justification cannot be given, the time absent will remain classified as AWOL and may result in disciplinary action.

No sick leave or annual leave is earned when in AWOL status. Any time spent in AWOL status in excess of 80 hours will delay the step increase eligibility date by a like amount. Time in an AWOL status will be deducted from creditable service for purposes of Civil Service Retirement and severance pay.

Voluntary Leave Transfer Program

LES employees and AMCITS hired under the Rockefeller Program and paid under the Local Compensation Plan (LCP) may receive donations of annual leave from LES employees of the U.S. Mission in Pakistan in the event of medical emergency.

Health Insurance Plan

Health Insurance:

Consistent with prevailing practice in Pakistan, a Health Insurance Plan is authorized to LES employees of all U.S. Government agencies. Effective October 1, 2006, Health services are provided through a contract with The Metropolitan Life Assurance Company.

Metropolitan Services:

A list of all Metropolitan service providers is available in the Human Resources Office. They can be accessed at the following address on the Embassy network:

Allcommon/Health Insurance Benefits (Metropolitan)

In emergencies, LES employees and family members should go directly to one of the Metropolitan health providers or the nearest hospital and present his/her valid card to receive emergency medical care.

Reimbursement of Covered Medical Expenses

Hospitalization

100% reimbursement of room and board for a ward room or semi-private room.

80% reimbursement of room and board for a private room, not to exceed 100% of the cost of a semi-private room. 100% reimbursement of hospital medical expenses including laboratory tests and x-rays, nursing care, operating room costs, intensive care, prescription medicines, and physical therapy.

100% reimbursement of ambulance service.

Professional Services and Treatment

80% reimbursement of doctor's and surgeons fees incurred while hospitalized, at a hospital on an out-patient basis, at a clinic or doctor's office, or at home. 80% reimbursement for medical services and expenses when not hospitalized such as laboratory tests and x-rays, prescription medicines, physical therapy, routine annual physical examination, and inoculations.

Prescription drugs and medicines:

100% reimbursement when hospitalized, and 80% reimbursement when not hospitalized, of the cost of medicines and drugs for which a prescription is legally required. Expenses incurred for medicines, vitamins, cold remedies, etc. that are available over the counter without a prescription will not be reimbursed even if prescription by a physician.

For employees only:

100% reimbursement for medications to suppress opportunistic infections, such as tuberculosis and toxoplasmosis for employees who have HIV/AIDS; as well as brief courses of anti-retroviral drugs during childbirth to prevent the transmission of HIV to the employee's child. This expanded coverage generally excludes medications for the long-term suppression of AIDS through the combination of anti-retroviral drugs at those posts with inadequate local healthcare infrastructures.

Obstetrical Care:

100% reimbursement when hospitalized, and 80% reimbursement when not hospitalized, of obstetrical medical care including prenatal and postnatal care.

Family Planning:

80% reimbursement of prescribed contraceptive devices and drugs, voluntary sterilization, and diagnosis and treatment of infertility. Not covered is reversal of voluntary sterilization, infertility treatment after voluntary sterilization, genetic counseling, fertility drugs, and assisted reproductive technology.

Hearing Aids:

80% reimbursement of the cost of a hearing aid apparatus and related examination. Limited to one apparatus per ear per patient in a three-year period.

Optical Care:

50% reimbursement for eye examination and treatment and prescription eyeglass or contact lenses. Limited to two lenses per patient every two years. No reimbursement for eyeglass frames, nonprescription lenses, or tinting.

Dental Care:

50% of expenses for dental services including dentists fees, x-rays, examination and treatment, cleaning, fillings, extractions, false teeth, crowns, and bridges. Orthodontia treatment is covered only if treatment begins before age 15, unless required as the result of an accident. A maximum of four years of orthodontia treatment will be covered per patient.

Psychiatric Treatment:

50% reimbursement.

Dependents:

Dependents coverage is limited to one legal spouse and unmarried children below age 21.

Maximum Annual Reimbursement

Rs. 100,000 per family per year for normal and customary medical expenses. This limit can be extended to Rs. 300,000 per family per year for chronic or critical illness(life threatening)and/or injury due to accident. Reimbursement of covered expenses for fatal illness/injury will be subject to an annual aggregate maximum of Rs. 400,000.

Exclusions:

- No reimbursement for elective cosmetic surgery; spa cures; rejuvenation cures; massage; exercise therapy; long term rehabilitative therapy; eyeglass frames; non-medical hospital charges such as telephones or television; home help, family help, or similar household assistance; fees of persons who are not licensed physicians or nurses; or services or supplies which have not been prescribed or approved by a physician or nurse.
- No reimbursement for expenses that will be reimbursed or paid directly under a host country medical program, the U.S. workers compensation program, or a post's LES workers compensation program.
- No reimbursement for expenses related to an illness or injury that is a result of an unlawful action on the part of the patient; the practice of a dangerous sport; excessive or illegal use of alcohol or drugs; a self-inflicted wound; or service in the armed forces of any country.
- Medical expenses incurred out of country will not be covered.
- Transportation for out country treatment will not be a covered expense.

Life Insurance Plan

Amount of Payment:

The U.S. Mission to Pakistan has adopted a group life insurance plan for all LES employees, at the expense of the U.S. Government. In accordance with the terms and conditions of a contract between the American Embassy and Pak-Qatar Family Takaful Limited, the following benefits are provided:

- Natural Death: 27 times Gross Monthly Salary
- Accidental Death: 44 times Gross Monthly Salary
- Total Permanent Disability: 27 times Gross Monthly Salary
- Partial Disability: As per schedule 2 of the contract

"Payment in case of permanent partial disability and dismemberment depends upon degree of disability and type of dismemberment.

Death

In the event of death of an LE Staff DH/PSA/PSC employee, all emoluments due shall be paid to the designated beneficiary. If the employee has not designated a beneficiary, payment will be made in the following order to survivors: (1) widow or widower, (2) child or children and descendants of deceased children, (3) parent or parents and (4) legal representatives of the estate.

Applicability:

1. Each new employee is enrolled in the insurance program upon entering on duty with the United States Government.
2. The life insurance policy shall cover natural and accidental death, total and partial permanent disability (work related and non-work related), for all eligible Embassy employees.
3. The policy shall cover all eligible Pakistani employees of the U.S. Mission in Pakistan for natural death and accidental death until they reach age 60 or until the employee's service with the U.S. Government is terminated, whichever is sooner.
4. A lump-sum payment is paid for total permanent disability of an employee caused by bodily injury; work or non work related disease. "Total Permanent Disability" means that an eligible employee is incapacitated by bodily injury or disease, which completely prevents him/her from engaging in any business or occupation for remuneration or profit.

Separation

Types of Separations

Separation for Age (Mandatory Retirement)

In accordance with Pakistani Labor Law and in keeping with locally prevailing practice, mandatory retirement at the age of 60 is applied to Locally Engaged Staff of the Mission. Separation for age will be at the end of the month in which an LES employee attains age 60.

Voluntary Separations (Resignations)

1. Early Retirement with entitlement to annuity.
2. Separation before retirement entitlement to immediate annuity.
3. Separation for Disability: Occurs when contraction of an illness or injury is determined by recognized medical authorities to cause an inability to perform work assignments. The employing agency must certify that it is unable to accommodate the employee in his/her present job or in any vacant position for which the employee qualifies. All of the following requirements should be met to qualify for disability requirement:
 - a) The LES must be enrolled in the Civil Service Retirement System or the local compensation plan when he/she becomes disabled.
 - b) The LES must have become unable to provide "useful and efficient service" in his/her current position because of disease or injury (including psychiatric illness).
 - c) The employing agency (post) must certify that it is unable to "accommodate" the LES in his/her present job or in any vacant position for which the LES qualified and which is (i) at the same post as the present job, (ii) at the same grade or pay level as the present job, and (iii) within the same "commuting area" as the present job.
 - d) The LES must apply for disability retirement before he/she separates from service OR within one year after separation.
 - e) The disabling condition must be expected to last for more than one year.

9.1.3 Involuntary Separations

- a. **Reduction in force:** There may be occasions when it is necessary for the U.S. Government to reduce its number of national employees due to conditions in or outside the Mission such as lack of funds, reduction in workloads, or a decrease in employment ceilings.
- b. **Reorganization:** There will be occasions where, based on an organization's changing needs, it will be necessary to alter the nature of a position, whereby the incumbent of the position may no longer be able to function.

- c. **Separation for Disqualification:**
 - i) When an employee fails to qualify during the initial probationary period.
 - ii) When the employee's performance is unsatisfactory.
- d. **Separation for Cause: See Section 11, Disciplinary Policy**
- e. **Separation by Death.**
- f. **Separation of Mission Drivers for DOT Standards.**

9.2 Separation Notice

9.2.1 Authority

Under the authority contained in 3 FAM 7341 and consistent with prevailing employment practices in Pakistan, separation notice or payment in lieu of such notice is authorized to eligible Locally Employed Staff of all USG agencies following the Mission's Joint Local Compensation Plan, subject to the following rules:

9.2.2 Applicability

This plan is applicable to full-time and part-time DH employees under non-temporary appointments and to PSA/PSA-PLUS/PSC employees.

Excluded from coverage are employees under "temporary" appointments; non-PSC personnel and their employees supplied by an independent contractor licensed to do business in Pakistan who provide services to other local organizations as well as to the U.S. Mission; employees of USAID institutional contractors; and domestic servants at official residences.

Persons separated prior to the effective date of this plan, regardless of type of employment, are not entitled to separation notice or payment in lieu for their prior service under the terms of this plan. Separation notice entitlements for these employees will be in accordance with the plan in effect at the time of their separation.

9.2.3 Amount of Notice

Eligible employees separated by the Mission are entitled to 30 calendar days' written notice of separation from the Mission. An employee who voluntarily resigns or retires is requested to give the Mission 30 calendar days' written notice.

9.2.4 Eligibility Requirements for Separation

All employees paid under the terms of the Local Compensation Plan and whose employment with the USG is terminated by the Mission are eligible for separation notice from the Mission, except:

- a. Those who are separated for cause;
- b. Those who voluntarily leave the service;
- c. Those who are separated from "temporary" appointments or who are separated during their probationary period;

- d. Those who are separated from full-time appointments and re-employed, without a break in service, under part-time appointments or vice versa; and
- e. Those whose PSA/PSA-PLUS/PSC expires and the contract is to be renewed or the employee transfers to a DH position without a break in service of more than three calendar days.

9.2.5 Payment in Lieu of Notice

If the Mission terminates employment before the end of the required period of notice, the Mission will reimburse the employee for the remainder of the period of notice. If the employee voluntarily terminates employment before the end of the period of notice, no payment in lieu is required from the Mission. If an employee dies in service, no notice or payment in lieu is due from either party.

Payment in lieu of notice will be computed on the basis of the employee's adjusted basic rate at the time of separation.

9.2.6 Refund of Payment

Persons who have received payment in lieu of notice from the USG and are re-employed by the USG shall not be permitted to refund any portion of the payment. Eligibility toward new separation notice or payment in lieu entitlements shall begin as of the date of re-employment.

9.2.7 Transfers

Separation notice or payment in lieu thereof is not authorized to employees who are transferred between civilian USG agencies within a country. Transfers are considered a change in employment from one USG agency to another without a break in service of three calendar days or more. Service credit towards separation notice entitlements which has been earned through employment with the losing agency is transferred to the gaining agency. The gaining agency will assume all obligations for separation notice or payment in lieu thereof for prior creditable periods of service with any USG agency, if the employee is entitled to separation notice on final separation.

9.2.8 Appeals

If disputes arise involving separation notice entitlements or requirements, the employee has the right of appeal to the Ambassador or designee. The decision of the Ambassador or designee shall be final.

9.3 Separation Benefits

Refer to sections in the handbook relating to the Provident Fund, Health and Life Insurance and End of Service benefits.

9.3.1 Severance Pay Plan:

Applicability

This plan is applicable to all LES employees.

Excluded from coverage are employees under "temporary" appointments; PSA-Limited staff, non-personal services contract personnel and their employees, supplied by independent contractors licensed to do business in Pakistan who provide services to other local organizations as well as to the U.S. Mission; and domestic servants at official residences. Persons separated prior to the effective

date of this plan, regardless of type of employment, are not entitled to severance pay under the plan in effect at the time of their separation.

Amount of Payment

Less than 3 years of creditable service – no severance pay.

Three (3) to less than five (5) years of creditable service – two weeks pay for each completed year of creditable service.

Five (5) years or more of creditable service: four weeks pay for each year of completed creditable service up to a maximum of one hundred and seven (117) weeks pay.

Eligibility Requirements

All employees paid under the terms of the joint local compensation plan and whose employment with the USG is terminated are eligible for regular severance payment, except:

1. Those who are separated for cause.
2. Those with less than three years creditable U.S. Government service.
3. Those who are separated from “full-time” appointments and reemployed without a break in service, under “part-time” appointments, and vice versa.
4. Those who are separated from “temporary” appointments; and
5. Those who are under personal services contracts/agreements whose contracts expire if (1) the contract is to be renewed or (2) the employee transfers to a direct-hire appointment without a break in service of more than three calendar days.
6. In the event that an otherwise eligible direct hire LES or PSA/PSC employee of the Mission is the subject of an OIG or security related investigation or involved in a disciplinary action, any decision regarding severance (voluntary resignation) will be held in abeyance pending a resolution of the investigation or disciplinary review process.

Reduction-In-Force

This section describes the administrative actions to be taken and the policy and procedures to be followed in effecting a Reduction-in-Force of LES employees, (both Direct Hire and personal service contract/agreement) when such reduction is necessary.

9.4.1 General

At times U.S. Government agencies may find it necessary to reduce the number of their national employees due to conditions in or outside the Mission such as lack of funds, reduction in workloads, or a decrease in employment ceilings. When these conditions exist, employees may be separated under Reduction-in-Force (RIF) procedures.

The Mission has the discretion to amend this RIF policy from time to time.

A RIF not only affects the livelihood and careers of those employees directly involved, but also gives rise to feelings of anxiety and insecurity throughout the organization. These guidelines explain the policy and emphasize the care to be taken when reductions-in-force are considered.

9.4.2 Administrative Responsibilities

- Any RIF will be administered in a manner which will result in the necessary reductions in personnel and minimize disruption to the work of the Mission and dislocation to employees. The disruptive effects of a contemplated Reduction in Force, on both employees and programs, will be minimized by careful advance planning and the use of special programs to help affected employees locate other jobs within the Mission, or in the private sector. Notice will be provided to employees regarding proposed closing of activities, reductions in personnel, or transfer of functions (including the approximate dates thereof).
- The Management/Executive Offices of the Mission will determine which positions are required in their organization, where they will be located and when they will be established, reclassified, or abolished. Management/Executive Offices determine when they have a surplus of employees in a particular kind of work and when a RIF must take place. Whenever an agency determines that a RIF is necessary, the agency head must obtain the approval of the Ambassador.
- When a reduction in the number of employees cannot be achieved by restricting recruitment and by normal attrition, employees shall be selected for involuntary separation under these provisions.
- Employees serving in the competitive level selected for the reduction may volunteer to be RIFed. Such volunteers are treated the same as employees identified for reduction through the retention register; that is, they receive the same entitlements as an employee identified for reduction through the retention register. An employee may volunteer for either personal or professional reasons. Under no circumstances should an employee be in any way pressured to volunteer.
- The Mission policy is to effect any RIF through the application of standard procedures that will ensure the fair and equitable treatment of all concerned. Reduction-in-Force is not appropriate for resolving unsatisfactory employee performance or disciplinary problems. No RIF action will be taken in an arbitrary or capricious manner.
- Prior to, or at the time of, issuance of a RIF notice, the Human Resources Office shall suspend any appointments in the relevant competitive level in the agency affected.

9.4.3 Definitions

Throughout this section certain words and phrases are used which have special meaning for RIF purposes. These terms are defined as follows:

- a. **Competing Employees:** Employees who must be listed on the retention register are "competing employees" in that they compete for retention with other employees listed during a period of RIF.
- b. **Competitive Level:** All positions in the same grade level and classification series which are similar enough in duties, qualification requirements, and working conditions so that the incumbent of one position could successfully perform the critical elements of any other position

in that level without any loss of productivity beyond that expected of any new, fully qualified employee.

- c. **U.S. Government Service:** The total of all periods of continuous service within the U.S. Mission in Pakistan, PSA/PSA-PLUS/PSC or Direct Hire status.
- d. **Retention Register:** A written listing of all competing employees in a competitive level, arranged in their relative retention order, based on each employee's number of points, as described below.

9.4.4 Procedures

The Management/Executive Offices of the Mission determine staffing for their organizations, with the concurrence of the head of agency and the Ambassador.

When a RIF becomes necessary, each agency will select the type and number of positions to be eliminated, and obtain the Ambassador's concurrence.

Once the number and type of positions to be eliminated is known, the Human Resources Office will prepare a retention register, listing employees who encumber these positions. Retention registers will be separate for each agency. The retention register lists employees in the same competitive level in descending order according to their total retention points. The employee who is at the bottom of the retention register shall be the first one separated.

The employees of one agency cannot compete with the employees of another agency. Each agency will have its own retention register.

Each constituent post will have its own retention register and cannot include employees from another post.

9.4.5 Preparation of Retention Registers

Registers will be prepared using the last five (5) years of the competing employee's service as documented in the Official Personnel File, in determining the appropriate plus and minus points in each category (see below), except for the years of creditable service. Points are calculated as follows:

Positive Retention Factors	Number of Points
a) For each full year of continuous service. This shall include time as a direct-hire employee, or personal services contractor. Any time in excess of nine months left over from the number of full years shall be deemed to be a full year for point credit.	1 point
b) For each annual performance evaluation with an overall rating of "outstanding" (2 points if the evaluation report covers a period of less than 9 months, but no more than 3 points for any full year).	3 points
c) For each annual performance evaluation with an overall rating of "commendable". (1/2 point if the evaluation report covers a period of less than 9 months).	1 point

d) For each Superior Honor Award or the equivalent program for contract employees. (2 points in case of a group award).	5 points
e) For each Meritorious Honor Award or the equivalent program for contract employees. (1 point in case of a group award).	4 points
f) Meritorious Step Increase	3 points
g) Incentive Cash Award (1 point in case of a group award).	2 points

Negative Retention Factors: Each occurrence of the following will result in the corresponding minus points being deducted from the total plus points:

Negative Retention Factors	Number of Minus Points
a) For each performance evaluation with an overall rating of "unsatisfactory" (-3 points if the evaluation report covers a period of less than 9 months).	-6 points
b) For each performance evaluation with an overall rating of "Needs improvement" (-2 points if the evaluation report covers a period of less than 9 months).	-4 points
c) For each official reprimand or 1-2 day suspension, but only if the reprimand/suspension is independent of an incident for which points are otherwise deducted under this section.	-6 points
d) For each suspension of 3 days but only if the suspension is independent of an incident for which points are otherwise deducted under this section.	-8 points
e) For each suspension of 4 days or more but only if the suspension is independent of an incident for which points are otherwise deducted under this section.	-10 points

- Within each competitive level, employees will be ranked in descending order of total points accumulated. Employees will compete for retention within the same competitive level only. The order of separation in any grouping begins at the bottom of the list with the employee having the lowest number of points. In case of a tie between two or more employees, the tie is broken by the entry on duty date.
- After employees to be separated have been identified by the retention register, they may view the register for their competitive level, including the calculation of points. If the employee has information (copies of awards, etc.) not found in the Official Personnel File that will change the number of points, it must be presented at this time.
- Reduction in employment ceiling: The Human Resources Office will prepare one retention register for each competitive level regardless of whether the reduction is to the direct hire or

PSA/PSC ceiling. If the Direct Hire ceiling is to be reduced, it might be necessary to reassign direct hire employees to PSA/PSC positions or vice versa.

9.4.6 Notice to Employees

- Advance Notice: The Human Resources Office will provide written advance notice to all employees affected by a Reduction in Force. This advance notice will normally be 60 calendar days before the effective date of termination, although payment in lieu of notice may be made for all or a portion of the notice period. Please see the Separation Notice Plan for more information.
- The letter of notice will include: the action which will be taken and reason for the action; the date of the proposed action; the employee's status during the notice period; the employee's right to view the retention register that pertains to his/her competitive level; permission for the employee to inspect the RIF procedures and the records pertinent to his/her case including the retention register in the Human Resources Office; and the employee's right to appeal.
- During the notice period the employee will be considered for vacancies for which he /she applies and is qualified including positions at higher or lower grade levels. He/She will be given priority consideration if he/she is equal to the best qualified candidate
- In lieu of 60 days' notice, the employee may be authorized, at the convenience of the Government, payment in lieu of notice for all or a portion of the notice period. If the Mission terminates employment before the end of the required notice period, the Mission will reimburse the employee for the remainder of the period of notice. If the employee voluntarily terminates employment before the end of the period of notice, no payment for the remaining notice will be made to the employee.
- Within the 60-day notice period, an employee affected by a RIF may be given 10 workdays of administrative leave with pay in order to seek employment outside the Mission. Additional periods of administrative leave may be approved in coordination with the supervisor, the agency's executive office, and the Human Resources Office.
- At the termination date the employee shall receive all the benefits accrued including severance pay where applicable. See End of Service Benefits for more information.

9.4.7 Outplacement Program

The Human Resources Office maintains a list of recently-RIF'ed employees. RIF'ed employees are considered internal applicants for recruitment purposes for one year following their separation. These employees are given priority for positions for which they are qualified. They should be hired unless there are compelling reasons, presented in writing, not to do so.

Assuming no clearly disqualifying factor, if a position in the same function and grade is reestablished in the future, those employees who were previously RIF'ed and apply will receive priority consideration for the position.

The Human Resources Office will refer RIF'ed employees to other agencies in the Mission not affected by the RIF, and/or to contractors or private enterprises for consideration for appropriate vacancies.

9.4.8 Appeals

An employee has the right to appeal to the Interagency RIF Review Board after receiving notice of intent to separate due to a RIF if he/she believes the agency has applied procedures incorrectly. The employee may not appeal the determination as to which categories of positions were selected to be abolished. The employee must appeal in writing not later than ten (10) workdays after receipt of the separation notice to the chairman of the Interagency RIF Review Board through the Human Resources Office, giving the specific reasons for the appeal. The employee may also request in writing the opportunity to appear in person before the board to present the appeal.

The employee must base his/her appeal on one or more of the following reasons:

- a. Failure of post to comply with administrative provisions of the RIF plan;
- b. Denial of the right to examine the regulations or to inspect the retention register and related records;
- c. Error in establishing retention register;
- d. When the employee has significant material evidence which he/she believes was not previously available, or on record, and which should be considered by the RIF Review Board.

Composition of the RIF Review Board: A RIF Review Board will be formed on an ad hoc basis and will be made up of the following:

1. Chairman:
For State employees: State Management Counselor;
For associated agency employees: Agency head or his/her designee
2. Member: The employee's section chief (or designee)
3. Member: An American or LES employee of the appellant's choice.
4. The Human Resources Officer or a representative of the Human Resources office. This person does not have a vote.

a. Consideration of Appeal

The Review Board considers the employee's appeal, the Mission's response, if any, and secures any required additional information through the Human Resources Office. The Human Resources Officer may be requested to attend to answer questions or to explain actions taken by his/her Office.

b. Appearance

Legal rules of evidence will not be observed during Review Board deliberations. The Board will hear the employee's own testimony, or will accept any of his/her written statements, documentary evidence, or depositions of others. The Board may request written statements for the record from any person who may possess useful information which has a direct bearing on the case. Delays shall be held to a minimum.

c. Action by the Interagency RIF Review Board

The RIF Review Board shall base its decision on this policy and the FAM when applicable and appropriate. The Review Board shall, after consideration of the information received either affirm or cancel the proposed separation of the employee(s).

The decision of the RIF Review Board shall be made in writing within 20 workdays after the employee's personal appearance or receipt of all material required by the Board, and shall be final. In any case the final decision must be reached before the effective date set forth in the termination notice. There is no further appeal.

Separation Due To Office Reorganization

There will be occasions where, based on an organization's changing needs, it will be necessary to alter the nature of a position, whereby the incumbent of the position may no longer be able to function. In such reorganizations, certain steps must be taken to ensure that the reorganization is not done in an arbitrary or capricious manner or used as a method for disciplinary or performance problems.

Policy

Poor performance should not be the stimulus which leads to a separation because of reorganization. Reorganization should not be used simply for the purpose of terminating an employee. The termination and disciplinary actions as described in this handbook should not be circumvented.

If an office abolishes a position, it may not reestablish it within a year. Similarly, a position in the reorganized unit whose functions are identical or very closely related may not be advertised within the same year.

A separation because of reorganization will not be made simply to be able to hire an American or TCN dependent or non-dependent in a non-direct hire status unless there are specialized skills required that are not available in Pakistan, or if there are special security considerations.

A maximum effort will be exerted by the supervisor and Management to review all alternatives which would obviate the need for a reorganization which results in the loss of employment for one or more individuals. All steps taken in this effort should be documented to include all reasons the proposed action is necessary. A summary of all efforts made to find other solutions to separation because of reorganization, including attempts at reassignment to other positions, steps to retrain, efforts at placement or detail to other U.S. agencies at post, etc. should be prepared by the supervisor.

Any employees who may potentially be affected by any possible reorganization must be advised thoroughly regarding such possible changes at the earliest possible time.

Reorganization should be based on definite policy and program changes as dictated by policy or strategic plans within a particular agency.

Affected employees may be assigned to another vacancy within the same agency if they are qualified to perform the duties.

9.5.2 Procedures

- a. The immediate supervisor will determine and write up the needs of the office, based on program objectives and agency strategy. This reorganization will be in consultation with the highest ranking American in the unit and the Management/Executive Office.
- b. The supervisor will determine if additional/ changed job responsibilities can be absorbed by the current staff. If this is impossible due to the need for a different set of skills or a different background, the supervisor will review his/her entire staffing needs to see which positions have to be changed. During this review the supervisor should consult with the Human Resources Officer and the agency's management/ executive office to discuss any adverse impact the reorganization might have on current employees, and try to find alternative solutions. When the new organization of the unit has been determined, it will be discussed with and cleared by the highest ranking American in the unit and the Management/Executive Officer. New position descriptions must then be drafted.
- c. When the entire reorganization plan has been completed and the new position descriptions written, the supervisor must discuss with the affected employee(s) the reorganization plan, why it is necessary, and how it will affect the employee(s). The employees must then be permitted to review the revised position descriptions and to recommend any alternatives. Employees have the right to discuss the changes with the Management/Executive Officer in detail and make any other relevant suggestions for review by the head of agency prior to a final decision. Employee recommendations should be made within 10 (ten) working days of notification. Recommendations should be carefully considered by the supervisor; however, the final decision on reorganization will be made by the head of agency.
- d. After other avenues have been explored, the supervisor will present his final recommendations on the reorganization plan to the highest-ranking American in the unit and the Management/Executive Office. If this reorganization results in terminations, the head of agency will also be provided with all the background for his review and final decision. In the overall review of an organization, if it is determined that one position must be reprogrammed which would result in a termination, then all employees in the same occupational category within the reorganized unit will be placed on a retention register by the Human Resources Officer in order to determine which employee will be selected for termination. If it has been determined, for example, that there is a need for one less secretary and there are currently two or more in the office structure, the employee who is on the bottom of the register will be the one to be separated. If Mission management concurs in the reorganization, the supervisor will again discuss the situation with the employee(s) and confirm the reorganization in writing to the employee(s) affected with a copy to the Human Resources Office. At this time all revised LES position descriptions should be submitted to the Human Resources Office.
- e. The Human Resources Officer will proceed with the official notification to the employee(s) that he/she is being separated due to the reorganization and of his/her right to request a review by the Interagency RIF Review Board. The employee will be provided 60 calendar days' advance notice from the date the notification is issued. The request for a review must be received not later

than 10 (ten) working days after receipt of the notice of intent to separate. The RIF Review Board will decide whether the agency complied with these policies and procedures in reaching its determination to go forward with a reorganization that resulted in separations.

- f. The RIF review board will be formed as for reductions-in-force. Please see the section above.

Separation of Drivers For DOT Standards

Policy

Following the Embassy Recruitment guidelines, all candidates for employment must be examined prior to appointment to assure that they meet the minimum physical requirements of the position and are free of any contagious disease. In addition, all Mission drivers must undergo subsequent annual medical examinations to ensure that they meet the standards for the Department of Transportation (DOT) Physical Qualifications and Examinations, and that they are both physically and psychologically qualified to safely operate a vehicle.

Procedures

a. Physical Examination:

In compliance with 3 FAM 7132 and DOT guidelines, it is mandatory that drivers undergo an annual physical examination to detect the presence of physical, mental, or organic defects of such a character and extent as to affect the employee's ability to operate a vehicle safely. All medical examinations are paid by the employing agency.

- The Health Unit (HU) schedules appointments for the drivers with the Regional Medical Office (RMO).
- The Regional Medical Office (RMO) reviews the health history and conducts eye/vision and ear/hearing tests for the driver.
- RMO refers the driver to a health care provider requesting further physical examination and diagnostic tests in accordance with DOT measures.
- RMO reviews results of the examination in order to:
 1. Certify that the driver meets the regulatory standards for safe driving, or;
 2. Detect the presence of physical, mental or organic defects of such a character and extent to affect the employee's ability, and accordingly certify that the driver does not meet the DOT criteria for safe driving.
 3. Request that further examination be made for the driver.
- RMO refers results to the HR Office, advising if drivers meet/do not meet DOT criteria for safe driving.
- If the driver does not meet DOT criteria for safe driving, the HR office will proceed with the appropriate action(s).

b. Role of the Human Resources Office:

1. Notifies drivers who meet the DOT standards that they are cleared.
2. Notifies drivers who fail to meet the DOT standards that they will be separated from employment, advice them of their entitlements and processes the related actions.

Ends-of-Service Benefits

Principle

Employees of the Mission are entitled to End-of-Service Benefits, except those:

- a. Under temporary appointments or separated from temporary appointments;
- b. Under official residence expense (ORE);

9.7.2 Severance Pay Plan

Applicability

This plan is applicable to all LES employees.

Excluded from coverage are employees under "temporary" appointments; PSA-Limited staff, non-personal services contract personnel and their employees, supplied by independent contractors licensed to do business in Pakistan who provide services to other local organizations as well as to the U.S. Mission; and domestic servants at official residences. Persons separated prior to the effective date of this plan, regardless of type of employment, are not entitled to severance pay under the plan in effect at the time of their separation.

Amount of Payment

Less than 3 years of creditable service - no severance pay.

Three (3) to less than five (5) years of creditable service - two weeks pay for each completed year of creditable service.

Five (5) years or more of creditable service: four weeks pay for each year of completed creditable service up to a maximum of one hundred and seven (117) weeks pay.

9.3.2 Separation for Age Policy

The maximum age for employment with the U.S. Mission is 60 years. Separation for age will be at the end of the month in which a LES employee attains age 60, except that:

1. A LES employee who is a member of the U.S. Civil Service Retirement system and who is not eligible for an immediate annuity shall be continued in an employment status until eligible for an immediate annuity, unless separated sooner for other reasons; or
2. In an unusual circumstance, for the convenience of the U.S. Government, an American supervisor or agency head may recommend an extension of employment of a LES

employee. Such recommendation will be reviewed by the Human Resources Officer and will be forwarded to the Management Counselor or Deputy Chief of Mission for final action. These extensions will be rare and will be reviewed annually to determine whether the unusual circumstances and the employee's performance meet requirements for continued service.

Local Retirement System – Provident Fund

10.3.1 Purpose

The Mission has established a Provident Fund Plan for its direct-hire and PSA/PSC employees. The purpose of this fund is to provide a local retirement system in lieu of the Civil Service Retirement System, the authority for which has been withdrawn from post effective January 1, 1984. This plan is called "The Mission of the United States of America Foreign Service National Staff Provident Fund". A Board of Trustees, consisting of American and LES employees, manages the fund and employs staff for the fund.

The fund is treated as a recognized Provident Fund within the meaning of the Income Tax Ordinance of 1979, or any modification or re-enactment thereof.

A copy of the Trust Deed and Rules is available in the Provident Fund Office for review.

10.3.2 Membership

Direct hire, personal services contract/agreement employees hired on or after January 1, 1984, may become members of the Provident Fund co-incidental with the completion of their probationary periods as established by the Mission. They must complete and file with the Provident Fund Office the prescribed form for membership.

10.3.3 Subscription

Each member subscribes to the fund at the rate of 10 percent of his/her basic salary after the probationary period. A matching contribution is made by the Mission.

10.3.4 Nomination and Death

A member must nominate a person or persons who will, in the event of his/her death, be entitled to receive payment of the amount standing to his/her credit in the fund, subject to the laws of inheritance applicable to such member. The nomination of beneficiary must be on the prescribed form, in the presence of not less than two witnesses who must not be persons who take any benefit under the nomination.

In the event of any member failing to appoint a nominee, the amount standing to the member's credit in the fund shall, in the event of the member's death, be paid at the absolute discretion of the Trustees (but subject always to the laws of inheritance applicable to such members) to his/her heirs, executors, or administrators.

10.3.5 Withdrawals

The Trustees can allow withdrawals from the fund prior to retirement on special grounds, as stated under Rule 32 of the fund.

