



# **U.S. MISSION COLOMBIA**

# **LOCAL COMPENSATION PLAN**

**A. INTRODUCTORY PAGE**

POST: COLOMBIA

Effective date: May 4, 2009 (Revised/Reformatted LCP – per HR/OE 08 STATE 124482, dated Nov 24, 2008)

Summary list of revisions:

<b>State Cable No.</b>	<b>Date</b>	<b>Cable Subject Line</b>
38116	04/15/2010	LE Staff: Local Leave Plan Revisions (Death in the family)
6085	01/21/2010	LE Staff: TDY Afghanistan Benefits Package (ABP)
13784	02/17/2010	LES Staff Colombia: Colombia: Transportation Allowance
008627	01/29/2010	LES Staff Colombia: Colombia: 2010 Compensation Authorization
000202	01/04/2010	LE Staff: Colombia: Extension of Unique Condition of Work Allowance (UCWA)
131121	12/28/2009	LE Staff: Colombia: Correction to Authorization to amend Severance Plan.
022208	03/10/2009	LE Staff: Colombia: 2009 Compensation authorization.
121151	11/14/2008	LE Staff: Colombia: Extension of Unique Condition of Work Allowance (UCWA).
21234	03/01/2008	Public interest determination (PID)– Benefits for Locally Employed (LE)Staff Volunteers for TDY in IRAQ.
152564	11/05/2009	LE Staff: Colombia: Corrected 2007 compensation authorization.
152165	11/02/2007	LE Staff: Colombia: Authorization of Unique Condition of Work Allowance continuation.
122008	08/29/2007	LE Staff: TDY Iraq benefits package (IBP).
201875	12/21/2006	LE Staff: Colombia: Revision to Authorization of Maximum Benefits for Medical Insurance Solicitation (supersedes 06 STATE 08197, dated 05/19/2006).
187346	11/15/2006	LE Staff: Colombia: Authorization of Unique Condition of Work Allowance.
115966	07/14/2006	LE Staff: Colombia: Compensation increase authorization.
81099	05/19/2006	LE Staff: Colombia: Authorization of Maximum Benefit Levels for Life Insurance Solicitation.
75136	05/10/2006	LE Staff: Compensatory time for official travel.
43881	03/20/2006	LES: Colombia: Revision to premium pay plan.
206694	11/10/2005	LES: Authorization of Unique Condition of Work Allowance – Colombia.
58127	03/30/2005	FSN: Family and transportation allowances – Colombia.
44103	03/11/2005	FSN: Premium pay plan – Colombia.
36893	03/03/2005	Unilateral termination payment – Colombia.
7081	01/12/2005	FSN: 2005 Salary review – Colombia.
224218	10/18/2004	FSN: Unique Condition of Work Allowance – Colombia.
28561	02/09/2004	FSN: Definition of salary – Colombia.
25645	02/05/2004	FSN: GOC decreed increase to transportation allowance – Colombia.

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25658	02/05/2004	FSN: Addition of FSN-8 to 48-hour extended workweek schedule – Colombia.
346656	12/22/2003	2004 Compensation authorization – Colombia.
238633	11/22/2002	FSN: GOC decreed increases to family, transportation and paternity leave - Colombia
264524	12/23/2002	FSN: 2003 Salary review – Colombia.
06277	01/11/2002	FSN: 2002 Salary review – Colombia.
89191	05/21/2001	FSN: GOC decreed increases to family and transportation – Colombia.
08380	01/16/2001	FSN: 2001 Salary review – Colombia.
83934	05/04/2000	FSN: 48 hour extended workweek schedule – Colombia.
77124	04/14/2000	FSN: GOC decreed increase to family and transportation – Colombia.
234997	12/14/1999	FSN: 2000 Salary survey review - Colombia
47522	03/16/1999	FSN: GOC decreed increases to family and transportation – Colombia
20912	02/04/1999	FSN: 1999 Salary increase - Colombia
147249	08/12/1998	Regarding a revision to change the accrual period
137008	07/28/1998	FSN: 1998 spot check survey - Colombia
128956	07/16/1998	Regarding Family Allowance and Transportation Allowance.
08142	10/21/1997	Regarding a revision to increase contributions by employing agencies to Civil Service Retirement Program.
182835	09/29/1997	FSN: 1997 UNDP comprehensive survey Colombia.
95753	05/21/1997	Regarding a revision to delete Attachment J, “Work Connected Injury Benefits”
46377	03/13/1997	Regarding Transportation Allowance and Family Allowance
240869	11/21/1996	FSN: Law 100, Social Security Reform – Colombia.
201677	09/27/1996	Regarding a revision to the FSN salary schedule.
74938	04/11/1996	Regarding Family Allowance and Transportation Allowance.
131506	06/25/1996	FSN: 1996 Salary change survey
159720	07/03/1995	Regarding increases to basic rates on the FSN salary schedule, Parking Allowance, Meal Allowance and Education Grant.
113778	05/09/1995	Regarding Family Allowance and Transportation Allowance.
134974	05/04/1993	Regarding increases to basic rates on the FSN salary schedule.
198994	07/26/1994	Regarding increases to basic rates on the FSN salary schedule, Parking Allowance, Meal Allowance and Unique Conditions Allowance
078353	03/24/1994	Regarding Family Allowance and Transportation Allowance.
134974	05/04/1993	Regarding increases to basic rates on the FSN salary schedule.
128906	04/28/1993	Regarding Transportation Allowance.
114695	04/15/1993	Regarding increases to basic rates on the FSN salary schedule, Benefit Allowance and Parking Allowance.

**SUMMARY LIST OF REVISIONS - CONTINUED:**

191599	06/16/1992	Regarding increases to basic rates on the FSN salary schedule.
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## SECTION 1: REMARKS

1. THIS LOCAL COMPENSATION PLAN (LCP) FOR COLOMBIA APPLIES TO LOCALLY EMPLOYED (LE) STAFF IN BOGOTA, BARRANQUILLA AND CARTAGENA WHO ARE EMPLOYED BY THE USG AND COMPENSATED IN ACCORDANCE WITH THE LCP. ALL COMPENSATION WILL BE PAID THROUGH THE GLOBAL FINANCIAL SERVICES (GFS) PAYROLL OFFICE IN CHARLESTON, UNLESS AN EXCEPTION TO PERMIT PAYMENT AT POST IS AUTHORIZED BY HR/OE/CM AND DOCUMENTED IN THIS LCP OR PAYMENT IS MADE BY A THIRD PARTY VENDOR SUCH AS AN INSURANCE COMPANY.
2. Participants: The participating USG agencies are: Department of State (including NAS); U.S. Agency for International Development (AID); Foreign Agricultural Service (including APHIS); Foreign Commercial Service (FCS); Department of Defense (including DAO, FPD, TAT, USACE and USMILGP); Department of Homeland Security (including CPB and ICE); Department of Justice (including ATF, DEA, ICITAP, JSRP, JUDATT, OPDAT, JSRP, JUDATT); Department of the Treasury (including IRS, OFAC, USSS)
3. CURRENCY: UNLESS OTHERWISE STATED, ALL COMPENSATION IS DENOMINATED IN COLOMBIAN PESOS AND PAID IN COLOMBIAN PESOS.
4. Basic workweek: The basic full time workweek is Monday through Friday and the weekend is Saturday and Sunday. The basic full time workweek schedule is 40 hours per week, or 80 hours per biweekly pay period; the alternative authorized schedule for certain positions is 48 hours per week, or 96 hours per biweekly pay period.
5. WAITING PERIOD FOR WITHIN GRADE INCREASES (WGIS): THE WAITING PERIOD FOR ALL PERIODIC STEP INCREASES IS 52 WEEKS OF GOOD OR EXCEPTIONAL PERFORMANCE FOR EACH STEP ABOVE STEP 1.
6. LOCAL INCOME TAXES: LE STAFF ARE RESPONSIBLE FOR CALCULATING AND PAYING LOCAL INCOME TAXES. THE U.S. MISSION DOES NOT WITHHOLD OR MAKE LOCAL INCOME TAX PAYMENTS.
7. SAVED RATE (SR)/FROZEN RATE (FR)/TEMPORARY SCHEDULE REVISION ALLOWANCE (TSRA): SAVED RATE (SR) EMPLOYEES NO: L11000921. GRADE RETENTION EMPLOYEES NO: L11000469, L11001764, L11001785, L11002341 [NOTE: DETAILS OF EACH AFFECTED EMPLOYEE'S COMPENSATION MUST BE DOCUMENTED IN A PERSONNEL ACTION EACH TIME THE SCHEDULE IS REVISED.]
8. CONFLICTS CLAUSE: IN THE EVENT OF ANY DISCREPANCY BETWEEN (A) THIS LOCAL COMPENSATION PLAN AND FAM/FAH REGULATIONS AND (B) THE LE STAFF HANDBOOK, THIS LOCAL COMPENSATION PLAN AND FAM/FAH REGULATIONS WILL PREVAIL.

## REMARKS FROM THE PREVIOUS LCP

1. CURRENT BASIC RATE IS FORMER ADJUSTED BASIC RATE, ELIMINATED VIA STATE 328297 DATED 10/03/91.
2. COMPENSATORY TIME OFF (HR OFF PER HR WORKED) MAY BE GRANTED FOR ALL AUTHORIZED OVERTIME WORK FOR WHICH PREMIUM COMPENSATION IS NOT PAID.
3. BONUS PAYMENT AND SEVERANCE PAYMENTS ARE PAID IN ACCORDANCE WITH THE RULES ATTACHED.

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4. AUTHORITY TO GRANT ADDITIONAL CSR APPOINTMENTS WITHDRAWN BY WASHINGTON MAY 7, 1981.
5. EFFECTIVE OCTOBER 1, 2008, EMPLOYEES ARE ELIGIBLE TO EARN COMPENSATORY TIME FOR OFFICIAL TRAVEL THAT OCCURS ON OR AFTER OCTOBER 1, 2008 AND THAT IS NOT OTHERWISE COMPENSABLE HOURS OF DUTY. THIS BENEFIT WILL BE PROVIDED IN ACCORDANCE WITH THE PLAN IN 06 STATE 75136.



**SECTION 2: HOLIDAY LIST**

(Published in Embassy Management Notice No 149, October 15, 2009)

The following is the list of holidays which will be observed during calendar year 2010:

January 1	Friday	(A-C)	New Year's Day
January 11	Monday	(C)	Epiphany
January 18	Monday	(A)	Martin Luther King Jr's Birthday
February 15	Monday	(A)	Washington's Birthday
March 22	Monday	(C)	St. Joseph's Day
April 1	Thursday	(C)	Holy Thursday
April 2	Friday	(C)	Good Friday
May 17	Monday	(C)	Ascension Day
May 31	Monday	(A)	Memorial Day
June 14	Monday	(C)	Feast of the Sacred Heart
July 5 (*)	Friday	(A-C)	Independence Day/ Sts. Peter And Paul
July 20	Tuesday	(C)	Independence Day
August 16	Monday	(C)	Assumption Day
September 6	Monday	(A)	Labor Day
October 11	Monday	(A)	Columbus Day
November 11	Thursday	(A)	Veterans Day
November 25	Thursday	(A)	Thanksgiving Day
December 8	Wednesday	(C)	Feast of the Immaculate Conception
December 24(**)	Friday	(A)	Christmas Day Holiday
December 31	Friday	(A)	New year's Day

(A) - American Holidays  
(C) - Colombian Holidays

Although May 1, June 7, August 7, October 18, November 1, November 15 and December 25 are Colombian holidays, American and Locally Employed Staff are expected to be at work unless they have pre-approved leave by their supervisors.

(\*) July 4, 2010 is a holiday for most employees. However, employees whose regular tour of duty includes work on Sunday will observe this holiday on July 5, 2010 (July 4, 2010 will be a regular work day for these employees).

(\*\*) December 25 is a holiday for most employees. However, employees whose regular tour of duty includes work on Saturday will observe this holiday on December 24, 2010 (December 25 will be a regular work day for these employees).

**SECTION 2: HOLIDAY LIST (CONTINUED)**

(Rev. April 21, 1995)

**U.S. and Colombian Holidays**

New Year's Day (A-C)	Independence Day (A)
Epiphany (C)	Colombian Independence Day (C)
Martin Luther King, Jr's Birthday (A)	Battle of Boyaca (C)
Washington's Birthday (A)	Assumption Day (C)
St. Joseph's Day (C)	Labor Day (A)
Holy Thursday (C)	Columbus Day (A-C)
Good Friday (C)	All Saint's Day (C)
Colombian Labor Day (C)	Veteran's Day (A)
Ascension Day (C)	Independence of Cartagena (C)
Memorial Day (A)	Thanksgiving Day (A)
Corpus Christi (C)	Feast of the Immaculate Conception (C)
Feast of the Sacred Heart (C)	Christmas Day (A-C)
Sts. Peter and Paul (C)	

**Only 20 holidays will be observed during the calendar year**

(A) - American Holidays

(C) - Colombian Holidays

**SECTION 3: ALLOWANCES/BENEFITS**

**SECTION 3(a)**

**TRANSPORTATION ALLOWANCE/BENEFITS**

The Mission provides a transportation allowance as described below:

- 1 . Name of the allowance: Transportation allowance.
- 2 . Number/date of the State authorization telegram: 10 State 13784 (dated Feb. 17, 2010).  
Subject: LE Staff: Colombia authorization for revision of LCP: Transportation allowance. [Reference Colombian Decree No. 5054]
- 3 . Definition of the allowance: Under the authority contained in 3 FAM 7341 and consistent with local labor law and prevailing employment practices in Colombia, transportation allowances are authorized for eligible employees subject to items No. 4 – 8 below:
- 4 . Effective date: January 3, 2010 (amended in accordance with Colombian Decree)
- 5 . Eligibility: Employee eligibility for the transportation allowance is limited to those employees whose monthly remuneration does not exceed two (2) times the minimum monthly legal salaries. The transportation allowance is payable in those locations where there is a public transportation system.

This plan is applicable to full-time and part-time employees who are (a) working under non-temporary direct hire appointments, personal service contracts, and personal service agreements and, (b) paid under the terms of the missions' local compensation plan.

Excluded from coverage are employees under temporary appointments; non personal services contract personnel and their employees, supplied by an independent contractor licensed to do business in Colombia who provides services to other local organizations as well as to the U.S. mission; employees of USAID institutional contractors; Peace Corps personal services contractors as required by section 10(A)(5) of the Peace Corps Act and Section 4.1 of MS 735; foreign agricultural service personal services contractors as required by Public Law 100-202, December 22,1987, and 6 FAS/FAM 211.5; and domestic servants at official residences (OREs).

**SECTION 3: ALLOWANCES/BENEFITS**

**SECTION 3(a)**

**TRANSPORTATION ALLOWANCE/BENEFITS – CONTINUED.**

6. Annual Amount: All eligible employees are entitled to receive the monthly transportation allowance amount of CP \$ 61,500.
7. Frequency: This allowance will be paid biweekly.
8. Percentage of allowance paid during leave: The allowance is calculated as an hourly rate and paid each pay period through the FSC payroll system. Payment is made for regular duty hours, compensatory time used, paid holidays, and when the employee is on paid leave. The allowance is not paid when the employee is in a non-pay status (e.g., LWOP).

**SECTION 3: ALLOWANCES/BENEFITS**

**SECTION 3(b)**

**Meal Allowance/Benefits**

The Mission provides a meal allowance as described below:

1. Name of allowance: Meal Allowance.
2. Number/date of the State authorization telegram: 01 STATE 08380 (dated JAN 16, 2001).  
Subject: FSN: 2001 Salary review – Colombia.
3. Definition of allowance: Post's historical record reflects that 91 STATE 328927 (dated October 3, 1991) authorized the establishment of a Meal Allowance for all Direct Hire and PSC employees.
4. Effective date: Revised February 25, 2001
5. Eligibility: "All employees are eligible."
6. Annual amount: The revised Meal Allowance for employees on a 40-hour and for employees on a 48-hour workweek is **CP\$751,955** annually.
7. Frequency: This allowance will be paid biweekly basis of amount \$28,921.35.
8. Percentage of allowance paid during leave: The allowance is not paid when the employee is in a non-pay status (e.g., LWOP).

**SECTION 3: ALLOWANCES/BENEFITS**

**SECTION 3(c)**

**FAMILY ALLOWANCE/BENEFITS – CONTINUED.**

The Mission provides a family allowance as described below:

1. Name of the allowance: Family Allowance Plan.
2. Number/date of the State authorization telegram: 07 STATE 120496 (dated AUG 27, 2007.)  
Subject: LE Staff: Colombia: Authorization of LCP revision: family allowance.
3. Definition of allowance: Under the authority contained in 3 FAM 7341 and consistent with local labor law and prevailing employment practices in Colombia, family allowances are payable to eligible employees subject to items No 4 – 8 below.
4. Effective date: Revised January 01, 2007 (revised in accordance with Colombian decree).
5. Eligibility: This plan is applicable to full-time and part-time employees who are (a) working under non-temporary direct hire appointments, personal service contracts, and personal service agreements and, (b) paid under the terms of the missions' local compensation plan.

Excluded from coverage are employees under temporary appointments; non personal services contract personnel and their employees, supplied by an independent contractor licensed to do business in Colombia who provides services to other local organizations as well as to the U.S. mission; employees of USAID institutional contractors; Peace Corps personal services contractors as required by section 10(A)(5) of the Peace Corps Act and Section 4.1 of MS 735; foreign agricultural service personal services contractors as required by Public Law 100-202, December 22, 1987, and 6 FAS/FAM 211.5; and domestic servants at official residences (OREs).

Employee eligibility for the family allowance is limited to those employees whose monthly remuneration does not exceed four (4) times the minimum monthly legal Colombian salaries; provided they work at least 96 hours per month; and also provided that the sum total of their and their spouse's or permanent companion's incomes are not greater than six (6) times the minimum monthly legal Colombian salaries.

Employees are entitled to the family allowance for the following dependent beneficiaries:

- a) Legitimate, natural, adopted children, including stepchildren less than 18 years of age. To determine eligibility to receive the family allowance, employees must present the child's

**SECTION 3: ALLOWANCES/BENEFITS**

**SECTION 3(c)**

**Family Allowance/Benefits – continued.**

birth certificate, and marriage certificate in the case of stepchildren. For children 12 years of age and older the parent must submit evidence to attest to the fact that he child is enrolled and attending classes in a duly approved educational institution.

b) Orphan children under 18 who live under the same roof, are economically dependent and comply with the school certificate referred to above.

c) Parents of the employee, 60 years of age or older, provided none of them receives a salary, income or pension. This allowance may not be claimed by more than one of the working children.

d) Disabled or physically limited parents, orphan children and children who are unable to work shall be entitled to a double family allowance without age limitation. The employee must demonstrate that these individuals are economically dependent and reside with the employee.

e) In the case of death of one of the eligible dependents, an extra subsidy will be paid for the month in which the dependent died equivalent to 12 months of the subsidy that the worker was receiving for the deceased dependent, in cash.

f) In the case of death of the employee, the employer shall immediately inform the Colombian Family Compensation Fund. The Family Compensation Fund will continue paying the family allowance for 12 months to the person attesting to having assumed responsibility for the dependent(s).

g) The mother and father may simultaneously claim the family allowance for the same children provided their joint total remuneration does not exceed four (4) times the minimum legal monthly Colombian salaries.

6. Annual amount: All eligible employees hired after July 1, 2003 who are regularly scheduled to work a minimum of 96 hours per month are entitled to receive the monthly amount of CP \$ 16,883 effective January 1, 2007. The amount of this benefit is frozen at CP \$ 18,000 for those employees hired prior to July 1, 2003.

7. Frequency: The allowance is calculated as an hourly rate and paid each pay period through the FSC payroll system.

**SECTION 3: ALLOWANCES/BENEFITS**

**SECTION 3(c)**

**Family Allowance/Benefits – continued.**

8. Percentage of allowance paid during leave: Payment is made for regular duty hours, compensatory time used, paid holidays, and when the employee is on paid leave. The allowance is not paid when the employee is in a non-pay status (e.g., LWOP).

NOTE: See also benefit “f. Education Grant”.



**SECTION 3: ALLOWANCES/BENEFITS**

**SECTION 3(d)**

**HOUSING AND UTILITY ALLOWANCE/BENEFITS**

THE MISSION DOES NOT PROVIDE ANY HOUSING OR UTILITY BENEFITS.

**SECTION 3: ALLOWANCES/BENEFITS**

**SECTION 3(e)**

**UNIQUE CONDITIONS OF WORK ALLOWANCE/BENEFITS (UCWA/UCWB)**

THE MISSION PROVIDES A UNIQUE CONDITIONS OF WORK ALLOWANCE AS DESCRIBED BELOW:

1. NAME OF THE ALLOWANCE: UNIQUE CONDITIONS OF WORK ALLOWANCE (UCWA).
2. NUMBER/DATE OF THE STATE AUTHORIZATION TELEGRAM: STATE 000202 (DATED JAN 04, 2010).  
SUBJECT: LE STAFF: COLOMBIA: EXTENSION OF UNIQUE CONDITION OF WORK ALLOWANCE (UCWA).
3. DEFINITION OF ALLOWANCE: THIS UCWA IS EFFECTIVE FOR ONE YEAR AND WILL EXPIRE ON DECEMBER 5, 2010. PRIOR TO DECEMBER 5, 2010 POST MUST COME INTO THE DEPARTMENT WITH A REQUEST TO EXTEND THE UCWA IF THE CONDITIONS AT POST HAVE NOT CHANGED OR HAVE ESCALATED. THIS IS NOT AN ACQUIRED RIGHT AND THE UCWA WILL BE TERMINATED ONCE THE CONDITIONS AT POST AT SUCH THAT IT IS NO LONGER WARRANTED.
4. EFFECTIVE DATE: DECEMBER 6, 2009.
5. ELIGIBILITY: "ALL EMPLOYEES ARE ELIGIBLE."
6. ANNUAL AMOUNT: 5% OF BASIC SALARY.
7. FREQUENCY: PAID BI-WEEKLY WITH PAYROLL.
8. PERCENTAGE OF ALLOWANCE PAID DURING LEAVE: THE ALLOWANCE IS NOT PAID WHEN THE EMPLOYEE IS IN A NON-PAY STATUS (E.G., LWOP).

NOTES:

(1) THE MISSION DOES NOT PROVIDE ANY UNIQUE CONDITIONS OF WORK BENEFITS BASED ON CONDITION IN COLOMBIA.

(2) SEE ALSO SECTION 17 (E).

**SECTION 3: ALLOWANCES/BENEFITS**

**SECTION 3(f)**

**Education Grant**

1. Name of the allowance: Education Grant
2. Number/date of the State authorization telegram: 01 STATE 08380 (dated JAN 16, 2001)  
Subject line: Subject: FSN: 2001 Salary review – Colombia
3. Definition of allowance: This benefit may be paid for a maximum of three children per employee and is applicable to children at any educational level as long as the student is enrolled full-time to receive a degree (this benefit would not be applicable to a refresher English course or single computer course for word processing, etc.)

Employees can receive up to the maximum Education Grant after completion of the 60 days probationary period for the upcoming school year and upon presentation of the receipts for matriculation fees, monthly tuition, books and school transportation and, in the case of having performed military service, upon presentation of proof of such service. Although it is preferable that only one payment be made a year, if necessary more than one payment a year can be made.

Educational grant will not be granted for repeated grades.

4. Effective date: February 25, 2001.
5. Eligibility: Employees working on a full time non-temporary, full time temporary, and part time non-temporary basis are eligible. Employees working on a part time temporary, WAE non-temporary, and WAE temporary basis are not eligible.
  - Employees' children who are under age 22 and unmarried, dependent on employee, and full-time students;
  - Employees' children who have performed their military service for one year, under age 23, dependent on employee, and a full-time student; and
  - Employees' children who have performed their military service for two years, under age 24, dependent on employee, and full-time student will be entitled to receive an annual education allowance.

**SECTION 3: ALLOWANCES/BENEFITS**

**SECTION 3(f) continued.**

**Education Grant**

6. Annual Amount: All eligible employees are entitled to receive an annual education allowance of CP \$1,294,429.
7. Frequency: Although it is preferable that only one payment be made a year, if necessary more than one payment a year can be made.
8. Percentage of allowance paid during leave: Not Applicable.

**SECTION 3: ALLOWANCES/BENEFITS**

**SECTION 3(g)**

**Benefit Allowance**

1. NAME OF THE ALLOWANCE: BENEFIT ALLOWANCE
2. NUMBER/DATE OF THE STATE AUTHORIZATION TELEGRAM: 99 STATE 20912 (DATED FEB 4, 1999) SUBJECT: 1999 SALARY INCREASE – COLOMBIA.
3. DEFINITION OF THE ALLOWANCE: THIS ALLOWANCE ACCOUNTS FOR SEVERAL BENEFITS PROVIDED BY POST’S COMPARATORS, INCLUDING COMPANY SPONSORED ACTIVITIES, PARKING, UNION BONUS AND HOUSING LOANS.
4. EFFECTIVE DATE: REVISED FEBRUARY 28, 1999.
5. ELIGIBILITY: EMPLOYEES WORKING ON A FULL TIME NON-TEMPORARY, FULL TIME TEMPORARY, AND PART TIME NON-TEMPORARY BASIS ARE ELIGIBLE. EMPLOYEES WORKING ON A PART TIME TEMPORARY, WAE NON-TEMPORARY, AND WAE TEMPORARY BASIS ARE NOT ELIGIBLE.
6. ANNUAL AMOUNT: ALL ELIGIBLE EMPLOYEES ARE ENTITLED TO RECEIVE AN ANNUAL BENEFIT ALLOWANCE OF CP \$1,072,273.
7. FREQUENCY: THIS ALLOWANCE WILL BE PAID ON A BIWEEKLY BASIS OF AMOUNT COP \$41,241.27
8. PERCENTAGE OF ALLOWANCE PAID DURING LEAVE: THE ALLOWANCE IS NOT PAID WHEN THE EMPLOYEE IS IN A NON-PAY STATUS (E.G., LWOP).

**SECTION 3: ALLOWANCES/BENEFITS**

**SECTION 3(h)**

**Savings Plan**

1. Name of the Allowance: Savings Plan (“Deposito de Ahorro”)
2. Number/date of the State authorization telegram: 92 STATE 164823 (dated May 23, 1992) authorized to develop a savings plan.  
Subject: FSN Outstanding Benefits from 1991 full survey – Colombia.
3. Definition of the allowance: The institution selected to administer the fund will be one of the oversight of the Government of Colombia. Principal and interest will be paid to employee upon separation, except when separation is for cause. When separation is for cause the employee will receive only his/her contributions plus interest accrued by the employee's contribution.

Contributions will be as follows:

	<b><u>Basic Salary</u></b>
Employer	<b>5.8 percent</b>
Employee	<b>5.8 percent</b>

4. Effective date: Revised March 17, 1996.
5. Eligibility: Employees working on a full time non-temporary, full time temporary, and part time non-temporary basis are eligible. Employees working on a part time temporary, WAE non-temporary, and WAE temporary basis are not eligible.

All employees paid under the terms of the Joint Local Compensation plan are eligible to join the plan after completion of the 60 days probationary period.

6. Annual amount: See #3 above. Contributions are paid on basic salary.
7. Frequency: This allowance will be paid on biweekly contributions.
8. PERCENTAGE OF ALLOWANCE PAID DURING LEAVE: THE ALLOWANCE IS NOT PAID WHEN THE EMPLOYEE IS IN A NON-PAY STATUS (E.G., LWOP).

**SECTION 3: ALLOWANCES/BENEFITS**

**SECTION 3(i)**

**Parking Allowance**

THE MISSION DOES NOT PROVIDE ANY PARKING ALLOWANCE.

State Telegram No. 182835 of September 29, 1997, authorizes Post **to discontinue, retroactive to July 6, 1997**, the current Parking Allowance for all Direct Hire, PSC, and PSA.

**SECTION 3: ALLOWANCES/BENEFITS**

**SECTION 3 – Other Allowances/Benefits**

THE MISSION DOES NOT PROVIDE ANY OTHER ALLOWANCES.



## SECTION 4: BONUSES

### Section 4(a) Christmas Bonus

Four bonuses are paid to Colombian employees: Christmas, Service Bonus, Vacation Bonus and Length of Service Bonus.

1. Name of the bonus: Christmas bonus.
2. Number/date of the State authorization telegram: 98 STATE 147249 (Aug. 12, 1998).  
Subject: (note – copy of the cable not available).
3. Definition: A Christmas Bonus is payable to employees working under Direct Hire Appointments, Personal Services contracts, and Personal Services Agreements who are paid under the terms of the Mission's Local Compensation Plan.
4. Effective date: Revised August 12, 1998.
5. Eligibility: "Employees working on a full time non-temporary, full time temporary, and part time non-temporary basis are eligible. Employees working on a part time temporary, WAE non-temporary, and WAE temporary basis are not eligible.

Employees otherwise eligible to receive these bonuses are excluded if separated for:

- a) For cause of misconduct or malfeasance as determined by the employing agency.
  - b) For cause of willfully committing material damage to his/her office or building, machinery, materials, instruments and other objects connected with his/her work.
  - c) For cause of security when employing agency determines that termination is necessary and advisable in the interest of the national security of the United States.
6. Annual Amount: The amount of the bonus is 1/12 of annual basic salary.
  7. Timing of the bonus payment: This benefit will be paid in pay period 22 each year and will cover service from pay period 22 of one year to pay period 21 of the next year.
  8. Service Credit: Periods of Leave Without Pay (LWOP) shall be deducted from the service credit used to calculate the bonus. The total bonus will be reduced each time the employee has accumulated a full workweek in LWOP status during the bonus year.

**SECTION 4: BONUSES**

**Section 4(a) Christmas Bonus continued.**

9. Calculation of partial year payments: If an employee is separated between the beginning and ending date of a bonus calculation period, a prorated bonus will be given. The prorated bonuses are calculated as follows: One month of the annual basic rate that would be given as bonus for a full year is divided by 26 pay periods. The result of this equation is then multiplied by the number of pay periods the employee was in pay status during the bonus calculation. The result of this equation is the prorated bonus.

**SECTION 4: BONUSES**

**Section 4.b. Service Bonus**

Four bonuses are paid to Colombian employees: Christmas, Service Bonus, Vacation Bonus and Length of Service Bonus.

1. Name of the bonus: Service Bonus.
2. Number/date of the State authorization telegram: 98 STATE 147249 (dated AUG 12, 1998). Subject: (note – copy of the cable not available).
3. Definition of the bonus: A Service Bonus is payable to employees working under Direct Hire appointments, Personal Services Contracts, and Personal Services Agreements who are paid under the terms of the Mission's Local Compensation Plan.
4. Effective date: August 12, 1998.
5. ELIGIBILITY: EMPLOYEES WORKING ON A FULL TIME NON-TEMPORARY, FULL TIME TEMPORARY, AND PART TIME NON-TEMPORARY BASIS ARE ELIGIBLE. EMPLOYEES WORKING ON A PART TIME TEMPORARY, WAE NON-TEMPORARY, AND WAE TEMPORARY BASIS ARE NOT ELIGIBLE."

Employees otherwise eligible to receive these bonuses are excluded if separated for:

- a) For cause of misconduct or malfeasance as determined by the employing agency.
  - b) For cause of willfully committing material damage to his/her office or building, machinery, materials, instruments and other objects connected with his/her work.
  - c) For cause of security when employing agency determines that termination is necessary and advisable in the interest of the national security of the United States.
6. Annual amount of the bonus: The amount of the bonus is 1/12 of annual basic salary.
  7. Timing of the bonus payment: This benefit will be paid in pay period 13 each year and will cover service from pay period 13 of one year to pay period 12 of the next year.
  8. Service credit: Periods of Leave Without Pay (LWOP) shall be deducted from the service credit used to calculate the bonus. The total bonus will be reduced each time the employee has accumulated a full workweek in LWOP status during the bonus year.

**SECTION 4: BONUSES**

**Section 4.b. Service Bonus – continued.**

9. Calculation of partial years payments: If an employee is separated between the beginning and ending date of a bonus calculation period, a prorated bonus will be given. The prorated bonuses are calculated as follows: One month of the annual basic rate that would be given as bonus for a full year is divided by 26 pay periods. The result of this equation is then multiplied by the number of pay periods the employee was in pay status during the bonus calculation. The result of this equation is the prorated bonus.

**SECTION 4: BONUSES**

**Section 4(c) Vacation Bonus**

Four bonuses are paid to Colombian employees: Christmas, Service Bonus, Vacation Bonus and Length of Service Bonus.

1. Name of the Bonus: Vacation Bonus.
2. Number/date of the State authorization telegram: 09 STATE 147249 (August 12, 1998).  
Subject: (note – copy of the cable not available).
3. Definition of the bonus: A Vacation Bonus is payable to employees working under Direct Hire appointments, Personal Services Contracts, and Personal Services Agreements who are paid under the terms of the Mission's Local Compensation Plan.
4. Effective date: August 12, 1998.
5. Eligibility: "Employees working on a full time non-temporary, full time temporary, and part time non-temporary basis are eligible. Employees working on a part time temporary, WAE non-temporary, and WAE temporary basis are not eligible."

Employees otherwise eligible to receive these bonuses are excluded if separated for:

- a) For cause of misconduct or malfeasance as determined by the employing agency.
  - b) For cause of willfully committing material damage to his/her office or building, machinery, materials, instruments and other objects connected with his/her work.
  - c) For cause of security when employing agency determines that termination is necessary and advisable in the interest of the national security of the United States.
6. Annual Amount of the bonus: The amount of the bonus is 1/12 of annual basic salary.
  7. Timing of the bonus payment: This benefit will be paid in pay period 13 each year and will cover service from pay period 13 of one year to pay period 12 of the next year.
  8. Service Credit: Periods of Leave Without Pay (LWOP) shall be deducted from the service credit used to calculate the bonus. The total bonus will be reduced each time the employee has accumulated a full workweek in LWOP status during the bonus year.

**SECTION 4: BONUSES**

**Section 4(c) Vacation Bonus – continued.**

9. Calculation of partial years payments: If an employee is separated between the beginning and ending date of a bonus calculation period, a prorated bonus will be given. The prorated bonuses are calculated as follows: One month of the annual basic rate that would be given as bonus for a full year is divided by 26 pay periods. The result of this equation is then multiplied by the number of pay periods the employee was in pay status during the bonus calculation. The result of this equation is the prorated bonus.

**SECTION 4: BONUSES**

**Section 4.d. Length of Service Bonus**

Four bonuses are paid to Colombian employees: Christmas, Service Bonus, Vacation Bonus and Length of Service Bonus.

1. Name of the bonus: Length of Service.
2. Number/date of the State authorization telegram: Ref: 98 STATE 52857 (dated MAR 25, 1998)  
Subject: (note – copy of the cable not available).
3. Definition: Financial reward for continuous length of service. Bonus for length of service (see paragraphs #6 and 7).
3. Effective date: Ref: 52857 dated March 25, 1998.
4. Eligibility: Employees working on a full time non-temporary, full time temporary, and part time non-temporary basis are eligible. Employees working on a part time temporary, WAE non-temporary, and WAE temporary basis are not eligible.

Employees otherwise eligible to receive these bonuses are excluded if separated for:

- a) For cause of misconduct or malfeasance as determined by the employing agency.
  - b) For cause of willfully committing material damage to his/her office or building, machinery, materials, instruments and other objects connected with his/her work.
  - c) For cause of security when employing agency determines that termination is necessary and advisable in the interest of the national security of the United States.
5. Annual amount of the bonus: The length of service bonus is payable as follows:

Years of Continuous USG Service	Calendar Day's Salary
5	15
10	20
15 and 20	30
25 and 30	40

One calendar day's salary is defined as the employee's annual basic rate divided by 360.

**SECTION 4: BONUSES**

**Section 4.d. Length of Service Bonus – continued.**

6. Timing of the bonus: This bonus will be paid every five years in the last pay period of the month of the employee's anniversary date.
7. Service credit: Creditable service for part-time employees should be prorated (reduced) according to the number of regularly scheduled workweek hours. Periods of leave without pay are not included in creditable service. This bonus will be paid only for anniversaries that are observed since May 25, 1986.
8. Calculation of partial year payments: Not Applicable.



**SECTION 5: PREMIUM PAY PLAN**

EFFECTIVE DATE: JUNE 26, 2005

I. Definitions and rules

1. Basic workweek is the defined days of the week in which a full time employee is regularly scheduled to work.
2. Rest days are the one or two days per week in which a full time employee is not regularly scheduled to work.

3.

Basic workweeks at post	Days considered to be	
	Rest Day A	Rest day B
A. Monday - Friday	Saturday	Sunday

4. Tour of duty is an employee's basic workweek hours. An employee's tour of duty is recorded on a personnel action and a permanent change in the tour of duty requires another personnel action.
5. Hourly salary is annual salary divided by 2880. This applies in all cases except for premium pay on a U.S. Holiday only, when the hourly salary will be determined by dividing the employee's annual salary by the number of hours in the employee's basic workweek. For employees on a 40 hour workweek schedule the annual salary is divided by 2080 and 2496 for employees on a 48 hour workweek schedule.
6. Workweek factor is the number of total hours in an employee's basic workweek, divided by 40. Workweek factors for Bogota are:

40 hour schedule	1.000
48 hour schedule	1.2

7. Salary for purposes of premium pay calculations is defined as basic salary.
8. Regular pay is total pay (basic rate plus allowances) normally received for daily work within the basic workweek, exclusive of any overtime pay, holiday pay, or differential. Regular pay is also provided for a paid holiday or observed holiday that occurs during an employee's basic workweek whether or not the employee is required to work.
9. Overtime pay is compensation for work performed outside the total hours in an employee's basic workweek hours.

**SECTION 5: PREMIUM PAY PLAN – CONTINUED.**

10. If an American holiday falls outside of the employee's basic workweek, an alternate day within the employee's basic workweek will be designated as the employee's observed holiday. Work during the basic workweek on an observed holiday entitles the employee to holiday pay.
11. Holiday pay is a premium paid for work performed on a holiday observed during the employee's basic workweek hours. Holiday pay is paid in addition to regular pay. Work performed on a holiday outside the employee's basic workweek hours is compensated with overtime pay. The local holiday pay rate applies to work on a local holiday. The American holiday pay rate applies to work on an American holiday that is not also a local holiday.
12. Night differential is a premium paid for regularly scheduled work at night. Work at night outside of the employee's basic workweek hours is compensated with overtime pay.
13. Specific day differential is a premium paid for work during basic workweek hours on the specified day and is paid in addition to regular pay. Work on the specified day outside of the employee's basic workweek hours is compensated with overtime pay. Specific day differentials are not currently authorized for Bogota.
14. Compensatory time may be granted in lieu of overtime pay, at the rate of one hour of compensatory time for each hour of overtime worked. Compensatory time must be used within 8 pay periods after the end of the pay period in which it was accrued. Compensatory time not used within this time period is forfeited.

II. Codes

	Workweek		Rest Day A		Rest Day B
Overtime	OT1		OT2		N/A
	OT2		OT2		N/A
	OT3		OT3		OT3
	OT4		OT4		OT4
Night Differential	ND1		ND1		N/A
	ND2		ND2		ND2
Sunday Differential	N/A		N/A		SD
Local Holiday	LH		N/A		N/A
American Holiday	AH		N/A		N/A

**SECTION 5: PREMIUM PAY PLAN – CONTINUED.**

III. Authorized rates

OT1: 125% of HS for each hour of overtime worked between 6:01 a.m. and 10:00 p.m. on Monday through Saturday excluding a local holiday.

OT2: 175% of HS for each hour of overtime worked between 10:01 p.m. and 6:00 a.m. on Monday through Saturday excluding a local holiday.

OT3: 200% of HS for each hour of overtime worked between 6:01 a.m. and 10:00 p.m. on a Sunday or a local holiday.

OT4: 250% of HS for each hour of overtime worked between 10:01 p.m. and 6:00 a.m. on a Sunday or a local holiday.

ND1: 35% of HS for each basic workweek hour worked between 10:01 p.m. and 6:00 a.m. on Monday through Saturday excluding a local holiday (in addition to RP).

ND2: 110% of HS for each basic workweek hour worked between 10:01 p.m. and 6:00 a.m. on a Sunday or a local holiday (in addition to RP).

SD: 75% of HS for each basic workweek hour worked (in addition to RP).

LH: 75% of HS for each basic workweek hour worked (in addition to RP).

AH: 100% of HS for each hour worked (in addition to RP).

HS = hourly salary

RP = regular pay

N/A = not applicable

**SECTION 6: LOCAL SOCIAL SECURITY SYSTEM (LSSS) PARTICIPATION**  
**A. HOST GOVERNMENT LSSS**

THE MISSION PARTICIPATES IN THE LOCAL SOCIAL SECURITY SYSTEM (LSSS) AND ALL ELIGIBLE LE STAFF ARE REQUIRED TO PARTICIPATE, UNLESS EMPLOYEES GRANDFATHERED UNDER CSR FOR PENSION. ALL COMPENSATION PAYMENTS MADE BY THE USG TO ENROLLED EMPLOYEES ARE SUBJECT TO LSSS EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS EXCEPT\* SEVERANCE, ANNUAL INTEREST ON SEVERANCE, SERVICE BONUS, LENGTH OF SERVICE, FUNERAL BENEFIT, FAMILY ALLOWANCE, TRANSPORTATION ALLOWANCE, EDUCATION GRANT, UNILATERAL TERMINATION PAYMENT, UNIQUE CONDITIONS OF WORK ALLOWANCE, COMPLEMENTARY HEALTH INSURANCE, COMPLEMENTARY LIFE INSURANCE AND SAVINGS PLAN.

*NOTE: \*COLOMBIAN LAW MANDATES THAT THE BASE PAY MUST INCLUDE ALL BENEFITS THAT ARE "SALARY FACTORS." THE EMBASSY DEFINES THE SALARY FOR SEVERANCE COMPUTATION TO INCLUDE: BASIC SALARY, TWO BONUSES (VACATION AND CHRISTMAS), MEAL ALLOWANCE, BENEFIT ALLOWANCE AND OVERTIME.*

**Colombian Social Security System (Rev. Dec. 8, 1996)**

In accordance with Section 408 of the Foreign Service Act of 1980, all employees hired after May 7, 1981 were enrolled in the Colombian Social Security System in lieu of the U.S. Civil Service Retirement System. In addition, all employees could opt to switch coverage from Civil Service Retirement to the Colombian Social Security System.

The object of the Integral Social Security System is to guarantee the irrevocable rights of each person and the community to have a quality of life in accordance with human dignity, by means of protection against contingencies which might affect them.

The system includes the obligations of the state and society, institutions and resources destined to guaranteeing coverage of benefits of an economic, health and complementary services nature, subject of Law 100, or others which may be incorporated in the future.

The integral Social Security System is the harmonious combination of public and private entities, regulations and procedures, and consists of the general systems established for pensions, health, professional risks, and complementary social services defined in Law 100 of 1993.

1. Pension System

The object of the General Pensions System is to guarantee coverage to the population against contingencies deriving from old age, disability and death, by means of payment of the pensions and benefits determined in Law 100, and also to aim for progressive extension of coverage to segments of the population which are not covered by a pension system.

The general pension system consists of two exclusive joint systems which coexist, e.g.:

U.S. MISSION COLOMBIA: LOCAL COMPENSATION PLAN

- Joint system with half bonus and defined benefit (ISS).
- Joint individual savings system (Pension Funds).

**SECTION 6: LOCAL SOCIAL SECURITY SYSTEM (LSS) PARTICIPATION**  
**A. HOST GOVERNMENT LSS – CONTINUED.**

Employees to the General Pension System may choose the pension system which they prefer.

**A. Eligibility**

All FSN (not applicable for employees under the CSR system), PSC and PSA employees are eligible to contribute to one of the two pension systems.

**B. Payment**

The rate of contribution for pension is 15% (percentage may increase 0.5 until year 2007 and effective year 2008 may increase 1%) of the Base Salary (basic salary, Christmas/vacation bonuses, benefit/meal allowances and overtime). The employer assumes 75% of the amount of the cost of the payment and the employee pays the remaining 25% (which is deducted from his salary).

The employer shall be responsible for paying its share (75%) for pension and employees' share (25%). For this, the employer shall deduct from the salary of each employee, at the time of payment, the amount of the compulsory contributions and those voluntary ones which the employee has expressly authorized in writing, and shall transfer these amounts to the entity selected by the worker, together with the amounts corresponding to its own contribution, within the terms determined by the Colombian government. The maximum amount of the base salary (IBC) is 25 Colombian minimum wages.

Employees who earn equal or greater than four (4) times the current Colombian monthly legal minimum salary shall be charged an additional percentage for pension solidarity fund. This additional amount is paid entirely by the employee.

Equal or greater than four Colombian minimum wage = 1%  
From 16 to 17 Colombian minimum wage = 1.2% additional  
From 17 to 18 Colombian minimum wage = 1.4% additional  
From 18 to 19 Colombian minimum wage = 1.6% additional  
From 19 to 20 Colombian minimum wage = 1.8% additional  
Above 20 Colombian minimum wage = 2% additional

The employer shall be responsible for the full amount of the contribution, even if it has not made the corresponding deduction from the worker.

Contributions not deposited within the terms indicated shall incur interest on arrears, chargeable to the employer at the same rate as that for income tax and complementary taxes.

**SECTION 6: LOCAL SOCIAL SECURITY SYSTEM (LSSS) PARTICIPATION**  
**A. HOST GOVERNMENT LSSS – CONTINUED.**

2. Health System (Compulsory Plan "POS")

The General Social Security Health System creates the conditions for access to a Compulsory Health Plan for all inhabitants of Colombia. This plan will allow for the integral protection of families for maternity and general illness risks in the health promotion and development phases, and prevention, diagnosis, treatment and rehabilitation for all pathologies, according to intensity of use and the care and complexity levels which are defined. The Compulsory Health Plan shall cover the whole family.

Access to the provision of certain high-cost services for persons who affiliate with the system may be subject to minimum contribution periods, which in no case may be greater than 100 weeks of affiliation with the system, 26 weeks of which should have been paid in the last year. For lower contribution periods, access to such services shall require a payment by the user, which shall be established in accordance with his or her socio-economic capacity.

The General Social Security Health System will allow different entities to take part in the administration and provision of health services, under State regulations and supervision, and will ensure that users are free to choose between the different health promoter entities and health service institutions.

A. Eligibility

All FSN (applicable also for employees under CSR system), PSC and PSA employees are eligible to contribute to the health system. FSN employees under the CSR system were all enrolled as of December 1996.

B. Payment

The rate of contribution for health is 12.5%. The employer assumes 8.5% of the amount of the cost of the payment and the employee pays the remaining 4% deducted from his salary).

C. Retirement

The compulsory plan can be carried into retirement with the same sharing of premium mentioned above for employees retiring as of December 1996.

3. Work-Connected Injuries and Professional Illness System

Health services related to work-connected injuries or professional illness shall be provided by the health promoter entities referred to in Law 100, who shall claim against the entities responsible

**SECTION 6: LOCAL SOCIAL SECURITY SYSTEM (LSS) PARTICIPATION**  
**A. HOST GOVERNMENT LSS – CONTINUED.**

for administering the accidents at work and professional illness resources to which the respective worker is affiliated.

A. Eligibility

All FSN (applicable also for employees under the CSR system), PSC and PSA employees are eligible.

B. Payment

The rate of contribution for worker's compensation is according to the risk of the company. For the Embassy is 0.522%. The total amount of the cost of payment is paid by the employer.

The salary base on which all of the above costs of payment are calculated may not exceed 20 times the legal monthly minimum salary.



**SECTION 6: LOCAL SOCIAL SECURITY SYSTEM (LSS) PARTICIPATION**

**B. OTHER COUNTRY'S LSS**

NOT APPLICABLE.

**SECTION 7: SALARY ADVANCE PLAN**

THE MISSION DOES NOT HAVE A SALARY ADVANCE PLAN.

## **SECTION 8: LEAVE BENEFITS AND POLICIES**

### **A. LOCAL LEAVE PLAN (LLP)**

#### **Local Leave Plan - Colombia**

##### **1. Authority**

State Telegram No. 38116 of April 15, 2010 (10 STATE 38116). Subject: LE STAFF: COLOMBIA: Local Leave Plan revisions. *Note: Death in the Family, (Law 1280 dated January 5, 2009).*

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 Foreign National employees in accordance with prevailing law and employment practices in the locality of employment without regard to any limitations contained in Section 6130 of Title 5, United States Code.

##### **2. Policy**

It is the policy of Foreign Affairs Agencies to adopt locally prevailing leave benefits for FSN/PSC/PSA employees in lieu of any benefits patterned after the provisions of the Annual and Sick Leave Act of 1951. All features of the prevailing leave practice must be adopted for FSN/PSC/PSA employees who are enrolled in the host government Social Security System (not applicable for employees under CSR system), to the total exclusion of any benefits patterned after the US leave system.

##### **3. Workweeks**

Amounts of leave listed in the local leave plan are applicable to employees with a regularly-scheduled five day/40 hour workweek. Employees with workweeks of more or less than five days/40 hours will accrue and expend appropriately prorated amounts of leave.

##### **4. Definition of "Pay"**

As the word is used in the leave plan, "pay" is defined as the employee's basic rate plus allowances that are normally paid on a bi-weekly basis.

**SECTION 8: LEAVE BENEFITS AND POLICIES**

**A. LOCAL LEAVE PLAN (LLP) – CONTINUED.**

5. Annual Leave

A. Accrual of Annual Leave:

- 1) Employees will accrue 16 work days of annual leave per year.
- 2) The leave year will begin on the first day of pay period 1 and end on the last day of pay period 26.

B. Crediting of Annual Leave:

Annual leave will be credited on a pay-period basis as follows:

Pay Periods	Hours to be Credited
1-25	5
26	3

During the first six months of service, employees normally will not be authorized annual leave. However, in the event of special or emergency circumstances, annual leave may be authorized individually upon the request by the supervisor and with the final approval of the administrative officer or his designee.

C. Charges to Annual Leave:

- 1) Minimum charge for annual leave is one hour.
- 2) Annual leave may be taken in units of hours, days or weeks.

D. Carry-Over of Annual Leave from One Year to the Next:

In every case, the employee will take at least six continuous work-days of vacation annually. These six days cannot be carried over to the next year. No exceptions may be authorized. Under special circumstances, and with the approval of the employee's supervisor, employees will be authorized to carry over the remaining ten days which must be used within the following two years. Hence at the end of the first year, the maximum amount of leave that can be carried over is 10 days; at the end of the second year the maximum leave that can be carried over is 20 days; at the end of the third year and all years thereafter, the maximum leave that can be carried over is 26 days (208 hours).

**SECTION 8: LEAVE BENEFITS AND POLICIES**

**A. LOCAL LEAVE PLAN (LLP) – CONTINUED.**

E. 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. 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 American Administrative or Personnel Officer, and reported to the timekeeper and B&F.

*Note: See detailed information in Section 8, d. "Restoration of Annual Leave Policy.*

F. Annual Leave accrued under system patterned after U.S. Annual and Sick Leave Act:

Annual leave balances accrued under the leave system patterned after the U.S. Annual and Sick Leave Act will remain to the employee's credit after the date of enrollment in the local leave system. This annual leave can be used by the employee to supplement annual leave accrued under the local leave plan. At the time of separation from employment the outstanding balance of this annual leave will be converted to a lump sum payment, subject to the limitations in Section 5.G., below.

G. Lump Sum Payment for Unused Annual Leave:

Upon separation, an employee will receive a lump-sum payment for unused annual leave, computed on the basis of the employee's pay at the time of separation. Payment will be for a total of: (A) the number of unused annual leave hours accrued under the USG system leave plan which may not exceed 240 hours, plus (B) the number of unused annual leave hours earned during the current leave year, plus (C) any unused carry-over which had accrued to the employee's leave account. However, payment for the combined total of these three categories of unused annual leave will be subject to a maximum limit of the employee's annual leave accrual as set forth in 5.A. above, plus the allowable carry-over. For example, the employee earns 128 hours (16 days) of annual leave per year. The maximum limit of lump sum payment for unused leave would be 336 hours (128 hours -current year's earnings plus 208 hours carry-over).

H. Advance of Annual Leave:

After completion of one year of service, annual leave may be advanced within the limits of the amount the employee would earn during the remainder of the leave year. Indebtedness for annual leave at the time of separation will be deducted from the employee's final salary and/or severance pay.

**SECTION 8: LEAVE BENEFITS AND POLICIES**

**A. LOCAL LEAVE PLAN (LLP) – CONTINUED.**

I. Responsibilities of Supervisors and Employees:

Appropriate action will be taken by supervisors to ensure that each employee is permitted to take a vacation each year. Because of the benefits resulting both to the employee and to 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. A minimum of six continuous days is suggested. Leave plans should be made well in advance in order to schedule a time which is satisfactory to both employee and supervisor. Leave must be approved by the supervisor in writing and reported to the timekeeper. Annual leave should be scheduled within 12 months of the time it is credited to the leave account. Leave that is in excess of the authorized carry over and is not requested or scheduled is voluntarily forfeited at the end of the leave year.

6. Special Leave:

A. Definition:

Special leave is paid leave (100 percent of pay) which may be granted in the amounts and for the reasons shown in paragraph B, below, to employees who have completed one year of continuous service. Employees under civil service are not entitled to this special leave. Note: Special leave entitlement for death in the family commences the first day of employment and is not subject to this eligibility requirement.

B. Amount of Special Leave:

The maximum number of work days which may be granted for the reasons indicated are as follows:

- |   |                        |
|---|------------------------|
| - Marriage  | 4 work days (32 hours) |
| - Birth of a Dependent Child<br>(Paternity Leave. Only if Maria Law does not apply) | 2 work days (16 hours) |
| - Death in the Family*  | 5 work days (40 hours) |

\*Note: The definition of family according to Local Labor Law 1280 dated 01/05/09 includes spouse or permanent companion or a second degree blood relative, first of affinity and first civil.

C. Minimum Charge for Special Leave:

The minimum charge for Special Leave is one hour.

**SECTION 8: LEAVE BENEFITS AND POLICIES**

**A. LOCAL LEAVE PLAN (LLP) – CONTINUED.**

D. Advance of Special Leave:

Advance of Special Leave is not permitted.

E. Proof Required:

An employee's American supervisor may require appropriate proof to support a request for Special Leave.

F. Unused Special Leave:

Unused Special Leave may not be carried over to the next leave year. Upon separation, no lump sum payment will be made for unused Special Leave.

7. Sick Leave

A. Use of Sick Leave:

Sick leave will be authorized a) when the employee is unable to work because of sickness or injury; b) when the employee needs medical examination or treatment which can be obtained only during the time when the employee would normally be working; c) if an employee becomes ill or injured during a period of approved annual leave, annual leave may be substituted for sick leave if the employee so requests it in writing. This request must be made within two days after returning to work and must be supported by a physician's certificate; or d) Female employees may use a total of two days' sick leave for the purpose of caring for their children under age one for a serious illness. The illness must be certified by a competent medical authority.

Sick leave may not be used by the employee in connection with the care of a family member, i.e., to obtain medical examination or treatment. Absences such as these are chargeable to annual leave, or in the absence of annual leave, to leave without pay.

B. Sick leave pay:

The Social Security System will pay maternity and sick leave benefits as follows:

Maternity leave (nature delivery, cesarean, or adoption for children under 7 years old). The health entity (EPS) will pay 100% of the base salary that was reported in the previous month prior to the beginning of the maternity leave up to eighty four (84) calendar days.

The employee must have contributed to the system, without break, during the first day of pregnancy.

**SECTION 8: LEAVE BENEFITS AND POLICIES**

**A. LOCAL LEAVE PLAN (LLP) – CONTINUED.**

Incapacity due to abortion or stillborn – It will be paid 100 percent of base salary for a maximum of 28 days. After 28 days it will be paid 66.7%\* of the base salary.

Non-occupational illness – The three (3) first days are paid by the employer. After the four day and up to 90 days the health entity (EPS) will pay 66.7%\* of the base salary reported in the previous month prior to the beginning of the disability. From the 91 to 180 calendar days of illness, the health entity will pay 50%\* of the base salary. After 180 calendar days of illness the payment must be assumed by the pension fund or by the workers compensation (ARP) depending on the case.

Employee must have contributed to the system minimum four continuous weeks, without break, to be eligible for this payment.

Work-connected Injury or Professional Illness - The workers compensation company (ARP) will pay 100 percent of the base salary after the next day of the occurrence of the accident or the verification of the diagnosis of the professional illness during 180 days.

C. Eligibility for sick leave pay:

All Locally Employed Staff (includes employees under the CSR system), are eligible.

Absence beyond three consecutive workdays must be supported by a physician's certificate and must be sent to the Human Resources Office with copy of the ID card's health entity, Colombian ID card, and medical report. The certificate may be required for an absence of less than three consecutive workdays if the supervisor has reason to believe the employee may be using sick leave improperly.

D. Medical disability retirement:

As prescribed by the general pension system.

E. Unused sick leave accrued under local leave plan:

There will be no payment for unused sick leave accrued under the local leave plan.

F. Unused sick leave accrued under the U.S. Annual and Sick Leave Act:

Unused sick leave accrued prior to enrollment under the Local Leave Plan may not be used to supplement the Local Leave Plan. Unless an employee is enrolled under the Civil Service Retirement System, this unused sick leave is forfeited. Unused sick leave balances will remain to

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U.S. MISSION COLOMBIA: LOCAL COMPENSATION PLAN

(\* The United States Government guarantees difference between health entity (EPS) payment and 100% of pay.)

## **SECTION 8: LEAVE BENEFITS AND POLICIES**

### **A. LOCAL LEAVE PLAN (LLP) – CONTINUED.**

the credit of employees under Civil Service Retirement, to be used only in the computation of an immediate CSR annuity to the extent permitted by OPM regulations at the time of each employee's retirement. Otherwise, the sick leave is forfeited.

#### **8. Maternity Leave:**

Female employees will be entitled to maternity leave with full pay for a period of eighty four (84) days after delivery. Husbands or male permanent companions are entitled to a paid paternity leave of four working days when the father is the only one affiliated with the Social Security Health System. When both parents are affiliated with the Social Security Health System, the husband or male permanent companion is entitled to eight working days of paid rest as paternity leave.

Husbands or male permanent companions are entitled to a paid paternity leave of four to eight working days, provided that: a) they submit to the relevant health entity (EPS) the birth certificate of the newborn within 30 days following the birthday; and b) husbands or male permanent companions have effectively paid social security contributions to the health system, for at least 100 weeks prior to the birthday of the child.

The male permanent companion is entitled to this benefit, if and only if, he has cohabited with the mother of the newborn child for at least two years prior to the child's birth date.

Female employees should be excused from work for a maximum of one hour per day for the purpose of nursing their children until the child reaches six months of age.

#### **9. Leave Without Pay (LWOP)**

LWOP may not be used as a punitive measure, or in cases of Post closing for downsizing. LWOP is granted at the employee's request, and like other leave categories, must be approved or disapproved by Post Management. LWOP may be granted by Post Management for 30 days or less and under certain circumstances up to a maximum of 90 days. Approval from the employee's agency headquarters must be obtained for periods of LWOP in excess of 90 days.

Post must prepare a SF-50 or JF-62 for FSN/PSC/PSA employees on LWOP for more than one pay period and submit it to the payroll branch with an info copy to the employee's agency headquarters.

For LWOP that totals more than one pay period within the calendar year, the health, life, retirement, social security, death/funeral plans premium payments must be fully funded by the employee. These payments may be made in advance, per PP, or upon return to duty. When these premium costs are jointly shared by the employee and the USG or are wholly paid by the USG, the employee on LWOP beyond one cumulative pay period must sign a written agreement to pay the full cost (USG's and employee's). If the employee elects not to pay the full cost, the USG and employee contributions will stop and coverage under the insurance and social security plans will

**SECTION 8: LEAVE BENEFITS AND POLICIES**

**A. LOCAL LEAVE PLAN (LLP) – CONTINUED.**

cease during the period of LWOP. Post management will need to determine if Post-paid life insurance payment should continue during longer periods of LWOP. Other benefits, allowances, or payments will not be made during non-pay status unless a specific exception is requested and approved by PER/OE.

The Within Grade Increase (WGI) will be affected if an employee is on LWOP for an accumulative period equaling a full pay period; the waiting period is extended by two workweeks for each full pay period that an employee is on LWOP (3 FAM 7576.3).

Local or US holidays which occur within a period of LWOP will be charged as LWOP. However, if the employee is in the pay status on the workday preceding the holiday or the work day following the holiday, the holiday will not be charged to LWOP.

When an employee's absence on LWOP within a year totals the equivalent of the hours in one pay period, no proportionate amount of annual leave will be earned for that period.

10. Holidays

If a US or local holiday(s) falls within a period of approved vacation leave, the employee will not be charged leave for those days.

11. Responsibility for Leave Records

A. Timekeepers are responsible for the proper reporting of leave and making any required reports to the Budget & Fiscal Office (B&F). The timekeeper will maintain a copy of the T&A leave report.

B. The B&F Office will maintain leave records by individual employee. This record will be considered as the official leave file. As necessary, the B&F will provide instructions and forms to the timekeepers.

**SECTION 8: LEAVE BENEFITS AND POLICIES**

**B. U.S. STYLE LEAVE PLAN**

EMPLOYEES WHO ENTERED ON DUTY PRIOR TO MAY 7, 1981 AND CHOSE NOT TO BE COVERED BY THE LOCAL LEAVE PLAN ARE COVERED UNDER THE U.S. STYLE LEAVE PLAN.

**SECTION 8: LEAVE BENEFITS AND POLICIES**

**C. EXCUSED ABSENCE FOR PREVENTATIVE HEALTH SCREENINGS**

THE MISSION DOES NOT PROVIDE EXCUSED ABSENCE FOR PREVENTATIVE HEALTH SCREENINGS AS DESCRIBED IN 01 STATE 024004, 02/08/2001.

**SECTION 8: LEAVE BENEFITS AND POLICIES**

**D. RESTORATION OF ANNUAL LEAVE POLICY (FROM 03 STATE 121436)**

1. This guidance applies to all Locally Employed (LE) Staff covered under the US style leave plan and to all LE Staff covered under a post's Local Leave Plan (LLP) if the LLP provides for restoration of annual leave.

2. Restoration of annual leave is a privilege and not an entitlement.

3. Both management and employees are responsible for planning and scheduling annual leave throughout the leave year to avoid forfeiture. Employees have an obligation to request annual leave in a timely manner and to take into account any other types of leave provided under the Local Leave Plan which the employee expects to request during the leave year. The supervisor has the obligation to consider both the needs of the office and the employee's right to schedule and take annual leave before approving requested leave. Scheduled leave is always subject to cancellation, whether for the exigency of the public business or because of normal workload, vacancies, poor leave scheduling, or other non-exigent circumstances. An employee's failure to schedule annual leave, or to reschedule previously denied or cancelled leave, in order to avoid forfeiture does not relieve management of its responsibility to ensure that an employee's leave is in fact scheduled for use. An employee who refuses to schedule leave for use during the leave year, or to take previously scheduled leave, is not entitled to restoration of forfeited annual leave.

4. In order to qualify for restoration, the employee must have requested to use the annual leave in writing, and the supervisor must have approved the employee's request in writing, prior to the end of pay period 23. If post's Local Leave Plan does not have a pay period 1 through pay period 26 leave year, then for employees covered by the Local Leave Plan it must have been approved a minimum of 3 full pay periods prior to the end of the leave year. If the initial request for annual leave is not approved, the employee and supervisor must make every effort to reschedule the annual leave.

5. Scheduled annual leave that would otherwise be forfeited at the end of the leave year because of denial or cancellation may qualify for restoration under one of the following circumstances:

a. an exigency of the public business b. absence on approved leave due to the employee's illness or injury or due to a family event c. administrative error

6. A request for restoration of forfeited annual leave must include the following documentation:

--The SF-71 showing approval of scheduled leave a minimum of 3 full pay periods prior to the end of the leave year.

**SECTION 8: LEAVE BENEFITS AND POLICIES**

**D. RESTORATION OF ANNUAL LEAVE POLICY (FROM 03 STATE 121436) – CONTINUED.**

--A written statement prepared by the official who either denies or cancels an employee's scheduled annual leave, dated and signed, and prepared at the time of denial or cancellation. The statement should indicate why the official denied or cancelled the leave, and describe the specific operational demand, with its inclusive dates, which caused the denial or cancellation.

--In the case of a request on the basis of the exigency of public business, the statement above must include a description of the specific exigency of public business that necessitated the denial or cancellation. Normal workload, staffing turnover, and poor leave scheduling are not qualifying exigent reasons.

--In the case of a request on the basis of absence on approved leave, the statement must include a description of the leave taken (sick leave, maternity leave, child care leave, etc.) and the dates when it was taken. Note: this administrative policy does not override any provision in a Local Leave Plan which requires employees to forfeit annual leave and/or to not accrue annual leave during the period when the employee is on approved maternity leave, child care leave, etc. End Note.

--In the case of a request on the basis of Administrative Error, a description of the Administrative Error.

--In all cases, the reasons for not rescheduling the denied or cancelled annual leave must be documented in the same manner and detail as required for initially canceling scheduled annual leave.

7. Requests for leave restoration must be submitted with the required documentation through the employee's supervisor to the Embassy's Management Officer who has the authority to approve the restoration of annual leave for Locally Employed Staff. If the required documentation is not submitted, there is no basis for approving the restoration of annual leave. Leave restoration requests should be submitted to the Management Officer within 90 calendar days after the completion of the leave year. The Management Officer may consider exceptions to the 90 day policy on a case-by-case basis. Requests for exceptions require full documentation specifying the reasons for the delay.

8. A copy of the approved request for leave restoration, together with supporting documentation, must be sent to the appropriate FSC Payroll Office.

**SECTION 8: LEAVE BENEFITS AND POLICIES – CONTINUED.**

**E. VOLUNTARY LEAVE TRANSFER PROGRAM**

THE MISSION DOES NOT PARTICIPATE IN THE VOLUNTARY LEAVE TRANSFER PROGRAM.



**SECTION 8: LEAVE BENEFITS AND POLICIES – CONTINUED.**

**F. U.S. MILITARY LEAVE**

Effective 02/22/04, U.S. Military leave as described in 3 FAM 3440 is authorized for Locally Employed Staff by 04 State 34339. Eligible LE Staff are those working under direct hire appointments, personal services agreements, and personal services contracts that are for one year or more.

**SECTION 9: MEDICAL BENEFITS**

**A. MEDICAL BENEFITS PROVIDED BY THE HOST GOVERNMENT**

ELIGIBLE LE STAFF RECEIVE MEDICAL BENEFITS FROM THE LOCAL SOCIAL SECURITY SYSTEM.

**SECTION 9: MEDICAL BENEFITS**

**B. MEDICAL BENEFITS REIMBURSED/PAID BY THE U.S. MISSION**

THE U.S. MISSION DOES NOT DIRECTLY REIMBURSE MEDICAL EXPENSES.

**SECTION 9: MEDICAL BENEFITS**

**C. MEDICAL BENEFITS REIMBURSED/PAID BY A VENDOR (VOLUNTARY PARTICIPATION)**

Number/date of the State authorization telegram: 06 STATE 201875 (dated December 21, 2006)  
Subject: LE STAFF: COLOMBIA: REVISION TO AUTHORIZATION OF MAXIMUM BENEFITS FOR MEDICAL INSURANCE SOLICITATION

EFFECTIVE MARCH 1, 2007 , THE MISSION HAS A CONTRACT WITH LIBERTY SEGUROS TO PROVIDE MEDICAL BENEFITS TO PARTICIPATING LE STAFF. THE TOTAL DURATION OF THIS CONTRACT, INCLUDING THE EXERCISE OF ANY OPTIONS, SHALL NOT EXCEED FIVE (5) YEARS, INCLUDING THE BASE YEAR AND ALL OPTION YEARS.” EFFECTIVE MARCH 1, 2009 THE MISSION EXERCISED THE THIRD-YEAR OPTION. THE CONTRACT WILL EXPIRE ON FEBRUARY 28, 2010. PREMIUM COSTS ARE SHARED WITH THE USG PAYING 75% AND THE EMPLOYEE PAYING 25%. PARTICIPATION IN THE FOLLOWING MEDICAL INSURANCE PLAN IS VOLUNTARY.

Health Insurance Services: The Department has determined that the prevailing practice by employers in Colombia is to provide their employees health insurance protection and the cost of such insurance protection is usually borne by both the employee and the employer.

Premium Costs:

- 1) For active employees who are regularly scheduled to work 30 or more hours per week the USG will pay 75% of the premium cost and the employee will pay 25% of the premium cost for employee coverage. The USG will pay 70% of the premium cost and the employee will pay 30% of the premium cost for dependent coverage.
- 2) For active employees who are regularly scheduled to work less than 30 hours per week the USG will pay 75% of the premium cost and the employee will pay 25% of the premium cost for employee coverage. The employee will pay 100% of the premium cost for dependent coverage.

A. Eligible Participants:

- 1) Eligible Employees: Eligible employees are Locally Employed Staff who are (1) working on a full time or part time basis under non-temporary direct hire appointments or under personal services agreements/contracts that are not time limited to less than one year and (2) paid under the terms of the Local Compensation Plan.

Not eligible are those working under temporary appointments; those working under a PSA or PSC that is time limited to less than one year; nonpersonal services contract personnel and their employees, supplied by an independent contractor licensed to do business in Colombia who provides services to other local organizations as well as to the U.S. Mission; employees of USAID institutional contractors; and Peace Corps personal services contractors as indicated in MS 743.

**SECTION 9: MEDICAL BENEFITS**

**C. MEDICAL BENEFITS REIMBURSED/PAID BY A VENDOR (VOLUNTARY PARTICIPATION) – CONTINUED.**

Official Residence Expense (ORE) employees and Recreation Association employees may be covered under riders to the contract. The employing officer of ORE staff and the Recreation Association, not the USG, are responsible for the employer's share of the premium costs for these employees.

2) Dependent Coverage: Expenses incurred by an enrolled employee's eligible dependents are covered under this plan. For the purposes of this plan, an employee's dependents are defined as the employee's legal spouse (limit one) and each unmarried, economically dependent child who primarily resides with the employee unless away at school. Child is defined as the employee's natural child, adopted child, or stepchild. An eligible child will be covered until the end of the calendar year in which the child turns age 25. There is no age limit for an eligible child who is physically or mentally handicapped so as to be unable to live independently. There is no limit on the number of children covered per employee.

Parents may be claimed as dependents by single employees under this plan if: a. under 65 years of age (hereby grandfathering parents over 65 with current coverage), and; b. the single employee does not have dependent children.

Grandparents, siblings, and other relatives are not eligible dependents.

3) Retired Employees: Retired employees are not covered under this plan.

**B. Employee and Dependent Health Services Benefits:**

The insurance company will reimburse covered medical expenses incurred, subject to the stated limits. Payment will be for reasonable and customary costs of covered benefits for services received with applicable maximums as noted below.

The medical treatment must be prescribed or provided by a physician or nurse licensed in Colombia, the United States, or in the country in which the treatment or prescription is received. Reimbursement will be made in local currency. All amounts below are in local currency unless otherwise noted (i.e. USD).

**SECTION 9: MEDICAL BENEFITS**

**C. MEDICAL BENEFITS REIMBURSED/PAID BY A VENDOR (VOLUNTARY PARTICIPATION) – CONTINUED.**

FROM MARCH 1, 2009 TO FEBRUARY 28, 2010	BASIC ONLY PLAN
COVERAGE 100%	
<b>HOSPITALIZATION EXPENSES</b> Inpatient room (Per day) Accompanying bed (Per day) Daily Intensive Care Unit (Per event)	\$366,648 \$59,786 \$700,000
<b>COMPLEMENTARY INPATIENT SERVICES (Per event)</b> Includes valves, prosthesis of valves and joints, operation room, anesthesia, osteosynthesis materials, meds, labs, X-ray, blood and blood products, therapy and others.	\$2,966,520
<b>MEDICAL FEES (Per event)</b> Surgical fees Anesthesia fees Assistant fees	\$3,735,971 \$1,494,388 \$933,993
<b>AMBULATORY SURGERY, TRAUMATOLOGY AND ORTHOPEDIC TREATMENTS WITHOUT HOSPITALIZATION</b> ( This coverage is accumulated by Hospital Services ) Hospital services Medical fees Anesthesia fees	\$2,966,520 \$3,735,971 \$1,494,388
<b>HOSPITAL DOCTOR VISITS (Per day)</b>	\$189,300
<b>SMALL SURGERY</b> Hospital and Medical Services Diagnostic Exams	\$691,167 \$1,022,803

**SECTION 9: MEDICAL BENEFITS**

**C. MEDICAL BENEFITS REIMBURSED/PAID BY A VENDOR (VOLUNTARY PARTICIPATION) – CONTINUED.**

<p><b>MATERNITY</b>  <b>Normal delivery, (Maximum per term) includes:</b>                  Daily room, Hospital services, Medical Fees, pre- and post-delivery visits.  <b>Cesarean, (Maximum per term) Includes:</b>                  Daily room, Hospital services, Medical Fees, pre- and post-cesarean section visits.</p>	<p>\$2,731,100</p> <p>\$3,301,643</p>
<p><b>SPECIAL AND SIMPLE DIAGNOSTIC EXAMS</b> (Maximum per year)                  Includes hospital expenses, Medical fees and Contrast Medium. Impatient room if needed.</p>	<p>\$1,400,000</p>
<p><b>MAXIMUM EXPENSES FOR EMERGENCIES PER PERSON PER YEAR.</b> Initial entry through the service of home care medical assistance.</p>	<p>\$1,500,000</p>
<p><b>PHYSICAL THERAPY</b> (maximum coverage per year)</p>	<p>\$50,000</p>
<p><b>HOME CARE MEDICAL ASSISTANCE:</b> (Includes)</p> <ol style="list-style-type: none"> <li>1. Medical orientation via telephone</li> <li>2. Home care doctor</li> <li>3. Medical transfer to hospitals via ambulance (Per medical advise)</li> </ol>	<p><b>UNLIMITED</b> <b>NO COPAYMENT</b></p>
<p><b>MAJOR MEDICAL EXPENSES FOR MEDICAL TREATMENT HOSPITALIZATION AND SURGERY</b>                  60% Hospitalization Services                  40% Medical Fees</p>	<p>\$26,500,000</p> <p>\$15,900,000</p> <p>\$10,600,000</p>
<p><b>HIGH COST</b> (A catastrophic illness/disease to include, but not limited to, cancer, heart disease, kidney disease, tumors, strokes, and catastrophic infant illnesses/diseases). Up to the maximum coverage.</p>	<p>\$303,800,000</p>
<p><b>MEDICINES PER YEAR:</b> for TBC, Toxoplasmosis, and, (HIV) antiretroviral medication during normal delivery for HIV prevention. (Applies only to the employee, dependents are excluded). Annual maximum coverage.</p>	<p>USD \$10,000</p>

**SECTION 9: MEDICAL BENEFITS**

**C. MEDICAL BENEFITS REIMBURSED/PAID BY A VENDOR (VOLUNTARY PARTICIPATION) – CONTINUED.**

<b>OTHER COVERAGES WITH DEDUCTIBLE</b>	
<b>EXPENSES INCURRED ABROAD COUNTRY</b> Up to the maximum coverage	USD \$13.650
	Deductible of US\$525
<b>OUTPATIENT MEDICATIONS:</b> No coverage for vitamins, cold and any medication that has not been prescribed by a doctor.	\$411.383 <b>Deductible of 10%.</b>
<b>OUTPATIENT</b> Maximum coverage per year. General Physician, maximum coverage per visit. Specialty Physician, maximum coverage per visit	<b>Deductible of 15%</b> \$520,000 \$30,000 \$45,000
<b>BI-WEEKLY PREMIUM WITHOUT TAX FOR EMPLOYEE (Embassy pays 75% and the employee pays 25%)</b>	
<b>SINGLE EMPLOYEE</b>	<b>\$54.858</b>
<b>EMPLOYEE WITH ONE OR MORE DEPENDENTS</b>	<b>\$123.354</b>
<b>EMPLOYEE WITH ONE PARENT</b>	<b>\$121.826</b>
<b>EMPLOYEE WITH TWO PARENTS</b>	<b>\$159.863</b>

Health Benefits conditions and Limitations.

No reimbursement will be made for elective cosmetic surgery; spa cures; rejuvenation cures; massage; exercise therapy; long term rehabilitative therapy; 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 will be made for expenses that will be reimbursed or paid directly under a host country medical program, the U.S. workers' compensation program, or any Colombian workers' compensation program.

No reimbursement will be made 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.

No reimbursement will be made for expenses incurred after an employee leaves the service of the U.S. Mission.



**SECTION 9: MEDICAL BENEFITS**

**C. MEDICAL BENEFITS REIMBURSED/PAID BY A VENDOR (VOLUNTARY PARTICIPATION) – CONTINUED.**

Pre-existing conditions for new hire employees without previous insurance are excluded from coverage.

NOTE: In the event of a discrepancy between the terms of the contract and the plan benefits described in the LCP, the terms of the contract prevail.

**SECTION 10: DEATH AND DISABILITY BENEFITS**

**A. DEATH BENEFIT PLAN**

THE MISSION DOES NOT HAVE A DIRECTLY PAID DEATH BENEFIT PLAN.

**SECTION 10: DEATH AND DISABILITY BENEFITS**  
**B. FUNERAL BENEFIT PLAN**

(Rev. February 25, 2001).

Number and Date of State Authorization telegram: 01 STATE 08380 (dated JAN 16, 2001).  
Subject: FSN: 2001 Salary review – Colombia.

Upon the death of an FSN/DH, FSN/PSC, and FSN/PSA employee the United States Mission will provide a cash payment of **CP\$1,537,464** to the employee's named beneficiary or next of kin. Upon the death of an employee's spouse, child or parent the U.S. Mission will provide a cash payment of **CP\$812,143** to the employee.

## **SECTION 10: DEATH AND DISABILITY BENEFITS**

### **C. LIFE/ACCIDENT/DISABILITY INSURANCE**

Number and Date of State Authorization telegram: 06 State 81099 (dated May 19, 2006)

Subject: LE Staff: Colombia authorization of maximum benefit levels for life insurance solicitation.

EFFECTIVE DECEMBER 1, 2006, THE MISSION HAS A CONTRACT WITH MAPFRE COLOMBIA TO PROVIDE NATURAL DEATH COVERAGE, ACCIDENTAL DEATH, DISMEMBERMENT COVERAGE, SUICIDE COVERAGE, PARTIAL AND TOTAL DISABILITY COVERAGE TO PARTICIPATING LE STAFF. THE TOTAL DURATION OF THIS CONTRACT, INCLUDING THE EXERCISE OF ANY OPTIONS, SHALL NOT EXCEED FIVE (5) YEARS, INCLUDING THE BASE YEAR AND ALL OPTION YEARS. EFFECTIVE DECEMBER 1, 2008 THE MISSION EXERCISED THE THIRD-YEAR OPTION. THE CONTRACT WILL EXPIRE ON NOVEMBER 30, 2009. PREMIUM COSTS ARE FULLY FUNDED BY THE USG. PARTICIPATION IS VOLUNTARY.

Life Insurance Services: Survey data indicates that it is prevailing practice to provide life insurance protection for LES and the cost of such insurance is borne 100% by the employer. Department authorizes post to provide life insurance as follows:

A. Amount of Natural Death Coverage: The employee's estate will receive an amount equal to 18 times the amount of monthly basic salary (not to include overtime, bonuses or allowances) in the event the employee dies of natural causes.

B. Amount of Accidental Death and Dismemberment Coverage: The employee's estate will receive an amount equal to 30 times the amount of monthly basic salary in the event the employee is killed in an accident (work or non-work related). In the event of dismemberment post has indicated that coverage is standard and is based on a common table used by insurance providers.

C. Suicide Coverage: The employee's estate will receive an amount equal to 12 (twelve) times the amount of monthly basic salary in the event the employee commits suicide.

D. Partial and Total Disability Coverage: In the event of partial or total disability the employee is eligible to receive an amount equal to 30 times the amount of monthly basic salary.

E. Eligible Participants:

Eligible employees are Locally Employed Staff (LES) who are (1) working on a full time or part time basis under non-temporary direct hire appointments or under personal services agreements/contracts that are not time limited to less than one year and (2) paid under the terms of the Local Compensation Plan. Participation will be voluntary.

Not eligible are those working under temporary appointments; those working under a PSA or PSC that is time limited to less than one year; non-personal services contract personnel and

**SECTION 10: DEATH AND DISABILITY BENEFITS**

**C. LIFE/ACCIDENT/DISABILITY INSURANCE – CONTINUED.**

their employees, supplied by an independent contractor licensed to do business in Colombia who provides services to other local organizations as well as to the U.S. Mission; employees of USAID institutional contractors; and Peace Corps personal services contractors as indicated in MS 743.

NOTE: IN THE EVENT OF A DISCREPANCY BETWEEN THE TERMS OF THE CONTRACT AND THE PLAN BENEFITS DESCRIBED IN THE LCP, THE TERMS OF THE CONTRACT PREVAIL.

## SECTION 11: SEVERANCE PAY PLAN

(Rev. December 28, 2009)

Number and Date of State Authorization telegram revision: 09 STATE 131121 (dated DEC 28, 2009). Subject: LE STAFF: COLOMBIA: Correction to Authorization to amend Severance Plan

Authorization: January 5, 1965 (note: the original authorization cable has not been located)

Revisions:

09 State 131121; 12/28/09

04 State 28561; 2/9/04

96 State 240869; 11/20/96

92 State 164823; 5/23/92

86 State 303368; 9/26/86

87 State 403884; 12/31/87

84 State 348842; 11/27/84

Ref: Colombia Local Labor Law 50 of 1990

Under the authority contained in 3 FAM 7341 and consistent with prevailing employment practices in Colombia, severance pay is authorized to eligible Locally Employed (LE) Staff employees of all U. S. Government (USG) agencies following the Mission's joint local compensation plan subject to the following rules:

1) Applicability:

This plan is applicable to employees who are (a) working on a full-time or part-time basis under non-temporary direct hire appointments or under personal services agreements/contracts and (b) paid under the terms of the Local Compensation Plan.

Excluded from coverage are employees working on intermittent or When Actually Employed (WAE) schedules; nonpersonal services contract personnel and their employees, supplied by an independent contractor licensed to do business in Colombia who provides services to other local organizations as well as to the U.S. Mission; employees of USAID institutional contractors; Peace Corps personal services contractors as indicated in MS 743; and Official Residence Expense (ORE) employees.

Persons separated prior to the effective date of this plan, regardless of type of employment, are not entitled to severance pay for their prior service under the terms of this plan. Severance pay entitlements for these employees will be in accordance with the Severance Pay Plan, if any, in effect at the time of their separation.

**SECTION 11: SEVERANCE PAY PLAN continued.**

2) Amount of Payment:

Law 50 of 1990 modified substantially the severance pay system which all employees of the private sector are entitled to. According to this new legal disposition, there are three different systems of calculation of severance pay. Although Law 50 of 1990 established this system for

labor contracts that were entered into on or after January 1, 1991; Post was authorized to implement the system as follows:

a. Traditional System

For labor contracts that were entered into prior to January 1, 1995: The severance pay is equivalent to one month's salary for each year of service, and proportionally for all fractions of a year (less any partial payment of severance pay that may have occurred during the course of employment) payable upon termination. Under this severance pay system, the employer effects payment of the severance pay directly to the employee.

b. Annual Calculation System (ACS)

For labor contracts that were entered into prior to January 1, 1995, employees can opt to be enrolled in the ACS. For labor contracts entered into on or after January 1, 1995, enrollment in the ACS is mandatory. Such benefit is payable as follows:

As of December 31 of each year the employer must calculate the severance pay accrued for the employee during the corresponding calendar year, on the basis of one month's salary if the employee worked the full calendar year and proportionally for fractions of a year. The severance pay must be deposited by the employer no later than February 15 of each subsequent year, into a severance pay fund designated by the employee.

This deposit constitutes final payment of the severance pay through December 31 of each year, and thus, the calculation of the deposit that must be effected for each year should take into account only the time worked by the employee during the corresponding calendar year and only the salary for that year. An employer who deposits the severance pay after February 15 must pay the equivalent of a day's salary for each day of delay.

c. Integral Salary System

At this time, this does not affect post.

**SECTION 11: SEVERANCE PAY PLAN continued.**

3) Computation of Severance Payment

- a. Eligible employees are entitled to severance equal to one month's salary as defined below for each creditable year of service and proportionally for any fraction of a year.
- b. The salary basis for the calculation of the severance pay is the last monthly salary of the employee or the average salary if the salary has been modified during the last three months of employment. The following formula should be used for both the Traditional and Annual Calculation Systems: Base monthly salary X number of days worked / 360. Additional examples may be found in an attachment to the LCP.
- c. Severance pay will be computed on the basis of the employee's salary as defined in local law: basic salary plus the Christmas bonus, vacation bonus, meal allowance, transportation allowance (if applicable), miscellaneous benefit allowance (MBA), overtime and differentials.

4) Eligibility Requirements

All employees paid under the terms of the Joint Local Compensation Plan and whose employment with the USG is terminated is eligible for severance pay, except:

- a. Any criminal act committed against the employer, his/her family members or relatives, or against the employing agency;
- b. Any grave damage willfully caused to the buildings, equipment, raw materials, instruments or other objects connected with the workplace;
- c. The divulging of technical or commercial secrets or matters of a private nature to the serious prejudice of the security of the employing agency and to the national security of the United States.

5) Creditable Service

The following criteria govern the determination of creditable U.S. Government service:

- a. Creditable service is documented continuous service with the U.S. Government (USG) agencies under direct-hire appointments, personal services agreements, and personal services contracts for which severance pay has not been received. Continuous service is service without a break of more than three calendar days.
- b. Creditable service does not include any personal services contract time with Peace Corps as indicated in MS 743.



**SECTION 11: SEVERANCE PAY PLAN continued.**

c. Creditable service may include indirect employment of so-called non-personal services with an in-house entity providing services exclusively to the Mission and considered by the Government of Colombia to be an integral part of the Mission, when 1) severance pay has not previously been received by this service, 2) such service immediately precedes personal services contract or direct-hire employment without a break in service of more than three calendar days, and 3) such service is recognized by Colombian law to be continuous service with the U.S. Government.

d. Credible service does not include any period of employment under a Foreign Agricultural Service personal services contract, by authority of PL 100-202, 12/22/87, Title IV International Programs, Foreign Agricultural Service, and 6 FAS/FAM 211.5. PSC time with FAS constitutes a break in continuous service.

e. Creditable service does not include any period during which an individual provided services to the U.S. Mission under a purchase order, grant, cooperative agreement, institutional contract, recreation or commissary association (unless paragraph d above applies), Fulbright commission and similar arrangements.

f. All periods of leave without pay and other non-pay status which accumulate to more than two weeks are deducted from creditable service.

g. Part-time service is prorated (reduced) according to the number of regularly scheduled hours in the employee's workweek. For purposes of prorating, 40 hours is a full-time workweek.

6) Refund of Payment

Persons who have received severance pay from the USG and are re-employed by the USG shall not be permitted to refund any portion of the payment. Eligibility towards new severance pay entitlement shall begin as of the date of re-employment.

7) Transfer

A. Between USG Agencies Within a Country Severance payments are 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 3 calendar days or more. Service credit towards severance pay, which has been earned through employment with the losing agency, is transferred to the gaining agency. The gaining agency will assume all obligations for the payment of severance pay for prior creditable periods of service with any USG agency, if the employee is entitled to severance pay on final separation. For transfers involving military service components, interagency funding is to be resolved on a case-by-case basis.

B. Between or within USG agencies in different countries the rules in paragraph 7a apply. Under these circumstances, service credit toward severance pay earned under the terms of the losing

**SECTION 11: SEVERANCE PAY PLAN continued.**

post's plan would be transferred to the gaining post. Any severance payments to such employees are made on the terms of the severance pay plan in effect at the gaining post.

8) Appeals

If disputes arise involving severance settlements, the employee has the right of appeal to the Principal Officer or designee. The decision of the Principal Officer or designee shall be final. Rules governing grievance appeals are on file at the Mission's Management Office. Rules may not be WAIVED OR REVISED WITHOUT HR/OE/CM AUTHORIZATION.

**SECTION 11: SEVERANCE PAY PLAN CONTINUED.**

***ANNUAL INTEREST PAYMENT ON SEVERANCE PAY ACCRUAL***

( Rev. Dec. 8, 1996)

**Annual Interest Payment on Severance Pay Accrual**

Effective December 31, 1975, Colombian employees are eligible for an interest payment from their employer at the rate of 12% per annum calculated on the accrued severance existing on December 31 of each year, or on the date of termination, or on the date of partial payments of severance pay when such partial payment occurs during the course of the employment. This payment is in proportion to the time worked during the calendar year in which termination or partial payment of severance pay takes place.

The annual interest payment applies to the two systems mentioned in Attachment D. All employees in good standing are eligible for payment of interest on severance pay accrual, except those terminated for cause.

**SECTION 11: SEVERANCE PAY PLAN CONTINUED.**  
**ADVANCE PAYMENT ON SEVERANCE PAY**

**Advance Payment of Severance Pay (Rev. Dec. 8, 1996)**

Advance Payment of Severance Pay, as described under "SEVERANCE PAY PLAN" of the LOCAL COMPENSATION PLAN, Attachment D, will be made only for the following purposes for those employees hired prior to January 1, 1995:

- A. To purchase a home or lot.
- B. To pay a mortgage thereon.
- C. To make improvements on a home previously purchased.

For the following purposes for employees hired on or after January 1, 1995:

- A. To purchase a home or lot.
- B. To pay a mortgage thereon.
- C. To make improvements on a home previously purchased.
- D. For university studies (for employee, spouse, cohabitant or children).

1. Amount of Payment:

See Severance Pay (Attachment D), paragraph 3 "Amount of Payment".

2. Required Documentation

The following documentation must be shown to establish eligibility to receive the advance payment of severance:

- a. Contract or deed of property (Promesa de Compra o Escritura).
- b. Mortgage or proof of loan for housing (Hipoteca o Prueba del Prestamo para Vivienda).
- c. Contract or other evidence of improvements (Contrato de Obra u otra Evidencia de Mejoras).
- d. Registration receipt from the university (recibo de la matrícula universitaria).

**SECTION 11: SEVERANCE PAY PLAN CONTINUED.**  
***ADVANCE PAYMENT ON SEVERANCE PAY***

3. Application

APPLICATIONS FOR ADVANCE PAYMENT OF SEVERANCE PAY SHOULD BE MADE IN WRITING TO THE PERSONNEL OFFICER OF THE EMPLOYING U.S. GOVERNMENT AGENCY.

**SECTION 12: SEPARATION NOTICE PLAN**

*NOTE: AS OF APRIL 2009, POST'S "SEPARATION NOTICE PLAN" DOES NOT STAND AS A SEPARATE ELEMENT OF THE BOGOTA LOCAL COMPENSATION PLAN. ELEMENTS OF A "SEPARATION NOTICE PLAN" EXIST IN THE UNILATERAL TERMINATION PAYMENT, SEPARATION FOR AGE, AND DRAFT REDUCTION IN FORCE POLICY.*

## **SECTION 13: SEPARATION FOR AGE PLAN**

Number and Date of State Authorization telegram: Not available.

Subject:

Policy Number and date: Mission Policy No. 016 (dated NOV. 1, 2002). Policy Subject: "Separation for Age"

### **I. PURPOSE AND APPLICABILITY:**

THE MISSION NOTICE SETS FORTH POLICIES AND PROCEDURES GOVERNING SEPARATION FOR AGE AND IS APPLICABLE TO ALL FSN/DIRECT-HIRE, FSN/PCS, FSN/PSA, AND PSA-PLUS EMPLOYEES OF ALL AGENCIES OF THE U.S. MISSION IN COLOMBIA (BOGOTA, AND CARTAGENA).

### **II. POLICY:**

IT IS THE POLICY OF THIS MISSION THAT ALL FSN/DIRECT-HIRE, FSN/PSC, FSN/PSA AND PSA-PLUS EMPLOYEES OF THE U.S. MISSION IN COLOMBIA BE SEPARATED FROM EMPLOYMENT AT THE AGE OF 65.

### **III. DATE OF SEPARATION:**

SEPARATION FOR AGE WILL BE NO EARLIER THAN THE END OF THE LAST FULL PAY PERIOD IN WHICH AN FSN/DIRECT-HIRE, FSN/PSC, FSN/PSA OR PSA-PLUS EMPLOYEE ATTAINS AGE 65.

### **IV. PROCEDURE:**

- (1) THE EMBASSY HUMAN RESOURCES OFFICER SHALL PREPARE A NOTICE OF SEPARATION FOR ISSUANCE TO THE FSN/DIRECT-HIRE, FSN/PSC, FSN/PSA OR PSA-PLUS EMPLOYEE NOT LESS THAN NINETY (90) DAYS PRIOR TO THE DATE OF SEPARATION. AN FSN EMPLOYEE UNDER THE CSR SYSTEM WHO MEETS ELIGIBILITY REQUIREMENTS FOR VOLUNTARY RETIREMENT SHALL COMPLETE STANDARD FORM 2801, APPLICATION FOR RETIREMENT, AND FORWARD IT TO THE EMBASSY HUMAN RESOURCES OFFICE FOR NECESSARY ACTION.

Those employees under the Colombian Security system who meet the eligibility requirements for retirement should contact directly the entity which the employee selected to administer his/her pension and notify the Human Resources Office about the findings for time required, retirement decree, etc.

- (2) A FSN/Direct-Hire, FSN/PSC, FSN/PSA or PSA-plus employee separated under the provisions of this regulation shall be granted severance pay, prorated bonuses, savings fund, lump sum payment for the numbers of hours accrued of annual leave (ceiling 240), and enrollment in the mandatory health plan (POS). Sick leave may be granted during the

**SECTION 13: SEPARATION FOR AGE PLAN – CONTINUED.**

notice period for any absence due to illness. The employee shall not be retained in the Service beyond the separation due to use accumulated sick leave. Unused sick leave balances will remain to the credit of employees under Civil Service Retirement to be used only in the computation of an immediate CSR annuity to the extent permitted by OPM regulations at the time of each employee's retirement. Otherwise, the sick leave is forfeit.



**SECTION 14: REDUCTION IN FORCE (RIF)**

**A. RIF PLAN**

*NOTE: AS OF APRIL 2009, MISSION DOES NOT HAVE A CURRENT REDUCTION IN FORCE POLICY. POST IS REVISING AN OBSOLETE DRAFT OF A POLICY TO PUBLISH AS A MISSION POLICY. (NOTE: POST HAS BEEN IN CONSULTATION WITH HR/OE ON THIS DRAFT POLICY.)*

**SECTION 14: REDUCTION IN FORCE (RIF)**

**A. RIF BENEFIT PLAN - UNILATERAL TERMINATION PAYMENT**

Number and Date of State Authorization telegram: 05 STATE 36893 (dated March 3, 2005)

Subject: FSN: Unilateral Termination Payment - Colombia

**Unilateral Termination Payment** (Rev. June 26, 2005)

Under the authority contained in 3 FAM 7341 and consistent with local law in Bogota, Colombia the following Unilateral Termination Payment is authorized as of June 12, 2005, to eligible Locally Employed Staff (LES) employees of all U.S. Government (USG) agencies following the mission's joint local compensation plan upon their final separation from U.S. Government service, subject to the following rules:

1. Applicability:

This plan is applicable to full-time and part-time direct hire employees under non-temporary appointments and to personal services contract (PSC) and personal services agreement (PSA) employees.

Excluded from coverage are employees under "temporary" appointments; non-personal services contract personnel and their employees, supplied by an independent contractor licensed to do business in Colombia who provides services to other local organizations as well as to the U.S. Mission; employees of USAID institutional contractors; Peace Corps personal services contractors as indicated in MS 735; 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 the Unilateral Termination Payment for their prior service under the terms of this plan. Unilateral Termination Payment entitlements for these employees will be in accordance with the Unilateral Termination Payment plan, if any, in effect at the time of their separation.

2. Amount of Unilateral Termination Payment:

A. In contracts for a fixed period, the amount of the employee's wages for the unexpired term of the contract, or for the unexpired period determined by the duration of the work or labor contracted. In the case of contracts for the duration of the work, the damages may not be less than 15 days.

B. In contracts for an indefinite term, the damages are computed as follows:

1. For employees who earn less than ten Colombian monthly minimum legal wages.

**SECTION 14: REDUCTION IN FORCE (RIF)**

**A. RIF BENEFIT PLAN - UNILATERAL TERMINATION PAYMENT – CONTINUED.**

-For the first full year or shorter period of service, the employee receives 30 days of salary.

-From more than one year of continuous service, the employee receives 30 days of salary for the first full year of service, plus 20 days of salary for each full year of service thereafter or proportionally.

2. For employees who earn a salary equal or above ten Colombian monthly minimum wages:

-For the first full year or less period of service the employee receives 20 days of salary.

-From more than one year of continuous service, the employee receives 20 days of salary for the first full year of service, plus 15 days of salary for each full year of service thereafter or proportionally.

C. For employees who had ten or more years of service on December 27, 2002 (date on which the law became effective):

-The employee receives 45 days of salary for the first full year of service plus 40 days of salary for each full year of service thereafter.

D. The salary basis used to compute Unilateral Termination Payment is the employee's basic salary as shown or noted on the mission's local salary schedule. The basic salary does not include any separately paid allowances, bonuses or premium pay.

E. If an eligible employee is on a part-time workweek schedule at the time of separation, the full-time basic salary for the employee's grade and step will be used when calculating Unilateral Termination Payment entitlements since part-time service credit is prorated in accordance with section 4.H. of this plan.

F. A prorated amount is paid for a partially completed year of service.

G. One day's pay is computed by dividing the employee's annual basic rate by 360.

3. 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 unilateral Termination Payment except:

**SECTION 14: REDUCTION IN FORCE (RIF)**

**A. RIF BENEFIT PLAN - UNILATERAL TERMINATION PAYMENT – CONTINUED.**

A. Those who are separated for cause. Cause includes, but is not limited to theft, willful negligence of duty and insubordination.

B. Those who voluntarily leave the service of the mission

C. Those who are separated from full-time employment and reemployed, without a break in service, on a part-time basis, and vice versa.

D. Those who are separated *from* "temporary" appointments

4. Creditable Service:

The following criteria govern the determination of creditable U.S. Government service:

A. Creditable service is documented continuous service with U.S. Government (USG) agencies under a non-temporary direct-hire appointment, Personal Services Contract, or Personal Services Agreement for which a Unilateral Termination Payment has not been received. Continuous service is service without a break of more than 3 calendar days.

B. Creditable service includes employment under a temporary appointment that is converted to a non-temporary appointment, Personal Services Contract or Personal Services Agreement without a break in service of more than 3 calendar days.

C. Creditable service includes service performed under Personal Services Contracts and Personal Services Agreements. Eligible employees are not granted Unilateral Termination Payment at the expiration of their PSC or PSA if (1) the PSC or PSA is to be renewed, or (2) the employee transfers to a direct-hire position without a break in service of more than 3 calendar days.

D. Creditable service does not include any Personal Services Contract time with Peace Corps as indicated in MS 743.

E. Creditable service does not include indirect employment or so-called non-personal services with an in-house entity providing services exclusively to the mission unless all of the following criteria are met and documented: (1) in the case of non-personal services with an in-house entity, the host government considers the entity to be an integral part of the mission; (2) such service immediately precedes creditable Personal Services Agreement, Personal Services Contract or direct hire employment without a break in service of more than 3 calendar days,

**SECTION 14: REDUCTION IN FORCE (RIF)**

**A. RIF BENEFIT PLAN - UNILATERAL TERMINATION PAYMENT – CONTINUED.**

(3) such service is recognized by local law to be continuous service with the USG, and (4) payment has not previously been received for this service.

F. Creditable service does not include any period during which an individual provided services to the U.S. Mission under a purchase order.

G. Periods of leave without pay (LWOP) which accumulate to more than two weeks are deducted from creditable service.

H. Part-time service will be prorated (reduced according to the number of regularly-scheduled hours in the employee's workweek. For purposes of prorating, 40 hours is considered a full time workweek.

**SECTION 15: RETIREMENT AND OTHER END OF SERVICE BENEFITS**

**A. LSSS RETIREMENT**

LE STAFF ENROLLED IN THE LSSS ARE ELIGIBLE FOR RETIREMENT BENEFITS FROM THE LSSS IN ACCORDANCE WITH LSSS RULES AND REGULATIONS.

**SECTION 15: RETIREMENT AND OTHER END OF SERVICE BENEFITS**

**B. U.S. CIVIL SERVICE RETIREMENT (CSR) SYSTEM**

SOME EMPLOYEES WHO ENTERED ON DUTY PRIOR TO MAY 7, 1981 CHOSE TO CONTINUE PARTICIPATING IN CSR. CONTRIBUTIONS ARE CALCULATED ON BASIC PAY. DETAILS OF THE CSR PROGRAM ARE AVAILABLE ON THE U.S. OFFICE OF PERSONNEL MANAGEMENT'S WEBSITE ([WWW.OPM.GOV](http://WWW.OPM.GOV)) AND IN THE MISSION'S HR OFFICE.

IN ACCORDANCE WITH 08 STATE 129981, EFFECTIVE 12/11/2008, CSR DEDUCTIONS AND CONTRIBUTIONS ARE CALCULATED USING BASIC PAY. BASIC PAY IS SUBJECT TO THE EXECUTIVE LEVEL IV PAY CAP IN 5 U.S.C. 5373 AND 3 FAM 7332, AS AMENDED BY 08 STATE 129981. THIS SUPERSEDES ANY REFERENCES TO "BASIC RATE," "BASIC SALARY," OR "BASIC COMPENSATION" USED IN CONNECTION WITH CSR DEDUCTIONS AND CONTRIBUTIONS AND STATED IN THE LCP, REGULATIONS, HANDBOOKS, AND/OR OTHER POLICY STATEMENTS.

**Civil Service Retirement Program** (Rev. Oct. 12, 1997)

The Civil Service Retirement fund is an accumulation of money held in trust by the United States Treasury for the purpose of paying annuity, refund, and death benefits to persons entitled to them.

The money comes from four main sources:

1. 7% Deduction from the basic salaries of employees who are members of the Civil Service Retirement System.
2. Charleston cable 08142 of October 21, 1997, increases contribution by the employing agencies to 8.51 percent, effective October 12, 1997.
3. Government appropriations
4. Interest earned through investment of money received from the first three sources.

BASIC SALARY IS THE SALARY SHOWN IN THE FIRST LINE OF THE SALARY RATE SCHEDULE. IT DOES NOT INCLUDE BONUSES, OVERTIME PAY, SPECIAL ALLOWANCES, CASH AWARDS FOR SUGGESTIONS OR SUPERIOR ACCOMPLISHMENTS, HOLIDAY PAY OR OTHER COMPENSATION GIVEN IN ADDITION TO THE BASIC PAY OF A PARTICULAR POSITION. IT DOES NOT INCLUDE PERIODIC SALARY INCREASES.

**SECTION 15: RETIREMENT AND OTHER END OF SERVICE BENEFITS**

**C. U.S. SOCIAL SECURITY**

LE STAFF WHO ARE U.S. CITIZENS OR U.S. PERMANENT RESIDENT ALIENS (GREEN CARD HOLDERS) ARE REQUIRED TO PARTICIPATE IN THE U.S. SOCIAL SECURITY SYSTEM.



**SECTION 15: RETIREMENT AND OTHER END OF SERVICE BENEFITS**  
**D. LSSS REPLACEMENT RETIREMENT PLANS**

NOT APPLICABLE.

**SECTION 15: RETIREMENT AND OTHER END OF SERVICE BENEFITS**

**E. RETIREMENT BENEFITS PAID BY THE MISSION**

REF: LCP SECTION 6: LOCAL SOCIAL SECURITY SYSTEM (LSSS) PARTICIPATION, A. HOST GOVERNMENT LSSS - COLOMBIAN SOCIAL SECURITY SYSTEM

Medical/Health

Number/date of the State authorization telegram: 96 STATE 240869 (dated Nov. 21, 1996).

Subject: FSN: Law 100, Social Security Reform – Colombia.

Employees enrolled under ISS can choose to remain under ISS or switch to a private health promoter entity (EPS). For employees under US Civil Service Retirement, Department authorizes participation in mandatory plan. Premium will be shared as they are for employees under ISS, with the USG paying 67 percent and the employee paying 33 percent. These “mandatory” plans can be carried into retirement with the same sharing of the premium.

**SECTION 15: RETIREMENT AND OTHER END OF SERVICE BENEFITS**  
**F. RETIREMENT BENEFITS PAID BY A VENDOR**

NOT APPLICABLE.

**SECTION 16: WORKERS' COMPENSATION**

THE MISSION PROVIDES WORKERS' COMPENSATION BENEFITS THROUGH THE HOST GOVERNMENT WORKERS' COMPENSATION PROGRAM.

*Note: Work Connected Injury Benefits - (Federal Employees' Compensation Act B.E.C.): Department of State cable number 95753 of May 21, 1997, authorized the deletion of Attachment J of the LCP. All claims for work connected injuries and professional illnesses must be submitted to the local social security system (LSSS).*

**SECTION 17: TRAVEL AND TDY BENEFITS**

**A. COMPENSATORY TIME FOR TRAVEL**

NUMBER/DATE OF THE STATE AUTHORIZATION TELEGRAM: 06 STATE 075136 (DATED MAY 10, 2006).

SUBJECT: LE STAFF: COMPENSATORY TIME FOR OFFICIAL TRAVEL.

**Compensatory Time for Official Travel** (Effective 10/01/08)

EFFECTIVE OCTOBER 1, 2008, EMPLOYEES ARE ELIGIBLE TO EARN COMPENSATORY TIME FOR OFFICIAL TRAVEL THAT OCCURS ON OR AFTER OCTOBER 1, 2008 THAT IS NOT OTHERWISE COMPENSABLE HOURS OF DUTY. THIS BENEFIT IS PROVIDED IN ACCORDANCE WITH THE PLAN IN 06 STATE 075136.

1. Description

Compensatory time off for official travel is earned by an employee for time spent in a travel status away from the employee's official duty station when such time is not otherwise compensable hours of duty.

Employees are encouraged to perform official travel during regular duty hours, whenever practical.

An employee who intends to submit a claim for earned compensatory time for official travel performed outside regular duty hours will not be authorized business class travel for flights over 14 hours.

2. Creditable Travel

To be creditable under this plan, travel must be officially authorized. In other words, travel must be for work purposes and must be approved by an authorized agency official or otherwise authorized under established agency policies.

For the purpose of compensatory time off for travel, time in a travel status includes-

--Time spent traveling between the official duty station and a temporary duty station (e.g., FSI);

--Time spent traveling between two temporary duty stations; and

--The usual waiting time that precedes or interrupts such travel (e.g., waiting at an airport or train station prior to departure). An employee may claim no more than 2 hours prior to flight time for domestic travel and no more than 3 hours for overseas travel. An extended waiting

**SECTION 17: TRAVEL AND TDY BENEFITS**

**A. COMPENSATORY TIME FOR TRAVEL CONTINUED.**

period, i.e., an unusually long wait during which the employee is free to rest, sleep, or otherwise use the time for his or her own purposes, is not considered time in a travel status.

**3. Commuting Time**

Travel outside of regular working hours between an employee's home and a temporary duty station or transportation terminal outside the limits of his or her official duty station is considered creditable travel time. However, the employee's normal home-to-work/work-to-home commuting time will be deducted from the creditable travel time.

Travel outside of regular working hours between a worksite and a transportation terminal is creditable travel time, and no commuting time offset applies.

Travel outside of regular working hours to or from a transportation terminal within the limits of the employee's official duty station is considered equivalent to commuting time and is not creditable travel time.

**4. Crediting and Usage**

Compensatory time for travel is credited and used in minimum increments of one-quarter of an hour (15 minutes). This category of compensatory time earned will be maintained separately from compensatory time earned for compensable hours of duty in lieu of overtime pay.

Employees must request credit for earned compensatory time for official travel in writing to their supervisor no later than 30 calendar days after the completion of the official travel.

If earned compensatory time is used in lieu of accrued annual leave, management will not approve restoration of an equal number of "use or lose" annual leave hours.

Accumulated compensatory time for travel will not be approved for use while the employee is in travel status if the government must incur additional costs, e.g., for per diem.

**5. Forfeiture**

The employee must follow the Mission's established procedures for requesting approval to use earned compensatory time. Compensatory time for travel is forfeited if not used within 26 pay periods after the pay period in which it was earned; upon transfer to another agency; and upon separation from the Mission.

Under no circumstances may an employee receive payment for unused compensatory time off for travel. The Department will not approve any exceptions.

**SECTION 17: TRAVEL AND TDY BENEFITS**

**B. PERSONAL TRAVEL**

THE MISSION DOES NOT PROVIDE ANY USG PAID BENEFITS FOR PERSONAL TRAVEL.

**SECTION 17: TRAVEL AND TDY BENEFITS**  
**C. RELOCATION PLAN**

THE MISSION DOES NOT HAVE A RELOCATION PLAN.



**SECTION 17: TRAVEL AND TDY BENEFITS**  
**D. TDY HEALTH AND ACCIDENT INSURANCE**

THE MISSION DOES NOT PROVIDE USG FUNDED SHORT-TERM HEALTH AND ACCIDENT INSURANCE AS DESCRIBED IN 03 STATE 328740, 11/26/2003.

*NOTE: HEALTH INSURANCE FOR TRAINING IS COVERED BY THE COLOMBIAN WORKERS COMPENSATION COMPANY (ARP LIBERTY).*

**SECTION 17: TRAVEL AND TDY BENEFITS**

**E. UNIQUE CONDITIONS OF WORK BENEFIT (UCWB) FOR TDY TO A DESIGNATED U.S. DANGER PAY POST**

THE MISSION HAS NOT IMPLEMENTED THE UNIQUE CONDITIONS OF WORK BENEFIT FOR TDY TO A DESIGNATED U.S. DANGER PAY POST AS DESCRIBED IN 01 STATE 036094, 02/28/2001.

**SECTION 17: TRAVEL AND TDY BENEFITS**

**F. IRAQ TDY BENEFITS**

NUMBER/DATE OF THE STATE AUTHORIZATION TELEGRAM: 07 STATE 122008 (DATED AUG 29, 2007).

SUBJECT: LE STAFF: TDY IRAQ BENEFITS PACKAGE (IBP).

(Effective 09/30/07)

1. The Department authorizes (State 122008) each post to amend its Local Compensation Plan to provide the following benefits in association with the new Locally Employed (LE) Staff temporary duty (TDY) Iraq Benefits Package (IBP) outlined in 07 STATE 84870.

The IBP incorporates all benefits approved to date, and is outlined in paragraph 2 below. This authorization applies only to LE Staff who are serving on TDY in Iraq for six months or more (except where a different minimum is specifically noted below, e.g., 30 days for Language Incentive Pay) and who are paid under Local Compensation Plans other than the Local Compensation Plan for Iraq.

2. While on TDY in Iraq, an employee will continue to be paid salaries and benefits from his/her home post's Local Compensation Plan (LCP). In order for employees on TDY in Iraq to be eligible for the IBP each home country post must amend the remarks section of its LCP to include the following:

In accordance with 07 State 84870, an employee who is on a TDY assignment of six months or more (except where a different minimum is specifically noted below) in Iraq will be eligible for the following benefits outlined below effective the beginning of the pay period in which the post adds the LE Staff TDY Iraq Benefits Package (IBP) to the LCP.

**(1) SALARY/PREMIUM PAY/TDY ALLOWANCE:**

While on TDY in Iraq, LE Staff will continue to be paid salary and premium pay for all overtime worked in Iraq. They will also receive a TDY Allowance equal to 50 percent of basic salary. Payments will be calculated in accordance with their home country LCP. The TDY Allowance ceases when the employee is outside of Iraq. Details of this allowance are contained in 05 State 93137: "In accordance with 05 State 93137, an employee who is on TDY in Iraq will receive an Iraq TDY Allowance equal to 50% of basic salary, effective 09/30/07.

This allowance will be paid for each hour of regular duty, approved paid leave, compensatory time used, paid holiday, and paid excused absence when basic salary is regularly paid by the USG, or paid by the LSSS while on approved leave compensated by the LSSS. The allowance is paid only for hours when the employee is physically present in Iraq. The TDY allowance is not considered part of basic salary for the purpose of calculating premium pay, other allowances, bonuses, or any other separate payments.

**SECTION 17: TRAVEL AND TDY BENEFITS**

**F. IRAQ TDY BENEFITS CONTINUED.**

An employee who receives this allowance is not eligible for the Unique Conditions of Work Allowance for LE Staff assigned on TDY to a Designated U.S. Danger Pay Post.

The Iraq TDY allowance is not subject to withholding for Local Social Security System contributions."

**(2) LANGUAGE INCENTIVE PAY:**

LE Staff on TDY to Iraq for more than 30 days, who fill an Arabic language-designated position (LDP) and possess FSI tested Arabic language skills at the levels stated below are eligible to receive Language Incentive pay for the following FSI tested levels:

10% of basic salary for an S-3/R-3;

15% of basic salary for an S-4/R-4 or higher

The language incentive pay will be paid in accordance with their home country Local Compensation Plan. The language incentive pay ceases when the employee is outside of Iraq.

**(3) VISITATION AND RECUPERATION BREAKS (VRB):**

--A. LE Staff on TDY in Iraq for six months or more, but less than one year, are eligible for one Visitation and Recuperation Break (VRB) trip back to the employee's home country after three (3) months service in Iraq.

--B. LE Staff on TDY for one year to Iraq are eligible for three VRB trips back to their home country. The three VRB leave periods for a 1-year TDY should not exceed a total of 63 calendar days -- a maximum of 21 calendar days away from the Iraqi post (including travel time) for each VRB.

--C. Employees will be given up to two days for travel time (but not to exceed the actual time needed to get from Iraq to their home country) which is not counted against excused absence (see next paragraph) or against annual leave. If it takes longer than two days to return to the employee's home country, that additional time will be counted against excused absence or annual leave. Otherwise excused absence and/or annual leave begins the next work day after the employee's return to his/her home country.

**(4) LEAVE:**

A. Excused Absence (consistent with 3 FAM 7450): LE Staff on TDY to Iraq for 6 months or more are authorized time off with pay to be used during VRB:

**SECTION 17: TRAVEL AND TDY BENEFITS**

**F. IRAQ TDY BENEFITS CONTINUED.**

1. For 6 months or more but less than one year - up to five days may be used for the one VRB trip.
2. For one year TDY - up to five days may be used per VRB trip (3) not to exceed a total of 15 work days per year for this purpose.

B. Restoration of Annual Leave: The Department has designated employees serving in Iraq as performing "national emergency" work. Per the public interest determination (PID) approved by the Under Secretary for Management, LE Staff will not suffer the loss of annual leave accumulated during the year in which they serve at least six months TDY in Iraq. If the home country LCP contains a "use or lose" clause, the LCP is amended to reflect this exception as approved in the PID. LE Staff must formally apply for leave restoration through their home post timekeeper.

C. Transition Leave: LE Staff who complete a 12-month TDY assignment in Iraq are eligible for 10 work days of transition leave upon return to their home country.

**(5) EMERGENCY VISITATION TRAVEL:**

Employees on TDY to Iraq for one year are eligible to travel at U.S. Government expense to their home country, in certain situations of family emergency.

For the purposes of this authorization, the employee's or the employee's spouse's immediate family is defined as a child, parent, or sibling.

A. Eligibility: Emergency travel is only authorized under the following circumstances and must be approved by the employee's American supervisor:

1. Medical - the employee is seriously ill (requires approval of Regional Medical Officer) or an immediate family member is seriously ill or injured and faces imminent death.
2. Death - an immediate family member has died.
3. Unusual Personal Hardship - emergency travel in situations involving unusual personal hardship may be approved in exceptional circumstances on a case by case basis by the supervisor and the HRO. Requests for approval of travel at U.S. Government expense in this category must detail the exceptional circumstances under which such a request is made and must include a statement by the employee certifying the nature of the circumstances and any available documentation relating to the circumstances of the request.

**SECTION 17: TRAVEL AND TDY BENEFITS**

**F. IRAQ TDY BENEFITS CONTINUED.**

B. Leave: Eligible employees must take annual or sick leave, in accordance with U.S. Department of state and their local compensation plan leave regulations.

(6) OTHER BENEFITS:

A. Medical: Basic medical care for TDYers in Iraq in accordance with 03 State 328740 as outlined in Ref B.

B. UAB Shipment: Unaccompanied Air Baggage (UAB) consisting of 250 pounds gross weight is approved for LE Staff serving a one year TDY in Iraq. No UAB is authorized for TDYers of less than one year.

3. The effective date is the beginning of the pay period in which the post adds the LE Staff TDY Iraq Benefits Package (IBP) to the LCP, or the beginning of a later pay period if post prefers. A retroactive effective date is not authorized.

4. Post must immediately provide a copy of the signed, revised LCP to the payrolling FSC and HR/OE/CM.

5. The TDY Iraq Benefits Package does not apply to USAID FSN personal services contractors who are paid in accordance with USAID's AAPD 03-11 in lieu of being paid under the Local Compensation Plan.

**SECTION 17: TRAVEL AND TDY BENEFITS**

**F. IRAQ TDY BENEFITS**

NUMBER/DATE OF THE STATE AUTHORIZATION TELEGRAM: 08 STATE 021234 (DATED MAR 1, 2008).

SUBJECT: PUBLIC INTEREST DETERMINATION (PID) – BENEFITS FOR LOCALLY EMPLOYED (LE) STAFF VOLUNTEERS FOR TDY IN IRAQ, DATED 1/24/2008; B) 07 STATE 084870; C) 07 STATE 122008.

IRAQ TDY BENEFITS PACKAGE (EFFECTIVE 05/19/05)

Ref: a) Approved Public Interest Determination (PID) - Benefits for Locally Employed(LE) Staff Volunteers for TDY in Iraq, dated 1/24/2008; b) 07 State 084870; c) 07 State 122008

1. Ref A provides M authority for additional benefits for all LE Staff who serve TDY in Iraq under the terms of the Iraq Benefits Package (IBP) described in reflets B and C. The authorized benefits changes are as follows:

--a. LE Staff who are not otherwise eligible for overtime pay based on their home post's Local Compensation Plan (LCP) are now entitled to payment of overtime performed while on TDY to Iraq. The rate of overtime pay should be consistent with the home post's local compensation plan, local labor law, and/or prevailing practice.

--b. LE Staff will continue to receive the home post's Unique Conditions of Work Allowance (UCWA) while on TDY to Iraq.

--c. LE Staff on TDY to Iraq are entitled to all LE Staff TDY IBP benefits from the date of arrival in Iraq, retroactive only to May 19, 2005.

2. No further authorizations or amendments to Local Compensation Plans are required as a result of this authorization as long as posts have already incorporated the IBP into the LCP. This cable should be attached to post's IBP plan as authorization to provide these additional benefits.

**SECTION 17: TRAVEL AND TDY BENEFITS**

**G. AFGHANISTAN TDY BENEFITS**

NUMBER/DATE OF THE STATE AUTHORIZATION TELEGRAM: 10 STATE 6085 (DATED JAN 21, 2010). SUBJECT: LE STAFF: TDY AFGHANISTAN BENEFITS PACKAGE (ABP).

(EFFECTIVE APRIL 25, 2010)

The Department authorizes each post to amend its Local Compensation Plan (LCP) to provide the following benefits in association with the new Locally Employed (LE) Staff temporary duty (TDY) Afghanistan Benefits Package (ABP).

The ABP incorporates all benefits approved to date for those LES who are paid under a Local Compensation Plan other than the LCP for Afghanistan. Some benefits apply only to LE Staff who are serving on TDY in Afghanistan for six months or more, but the 50% special differential is effective upon arrival in Afghanistan, and Language Incentive Pay begins after 30 days.

2. While on TDY in Afghanistan, an employee will continue to be paid salaries and benefits from his/her home post's LCP. In order for employees on TDY in Afghanistan to be eligible for the ABP, each home country post must amend the remarks section of its LCP to include the following:

In accordance with 10 State 6085, an employee who is on a TDY assignment of six months or more (except where a different minimum is specifically noted below) in Afghanistan will be eligible for the following benefits outlined below, effective the beginning of the pay period in which the post adds the LE Staff TDY Afghanistan Benefits Package (ABP) to the LCP.

(1) SALARY/PREMIUM PAY/TDY ALLOWANCE:

While on TDY in Afghanistan, LE Staff will continue to be paid salary and premium pay for all overtime worked in Afghanistan. They will also receive a TDY Allowance equal to 50 percent of basic salary. Payments will be calculated in accordance with their home country LCP. The TDY Allowance ceases when the employee is outside of Afghanistan. Details of this allowance are contained in 05 State 93137.

(2) LANGUAGE INCENTIVE PAY:

LE Staff on TDY to Afghanistan for more than 30 days, who fill a Farsi/Dari or Pashto language - designated position (LDP) and possess FSI tested language skills at the levels stated below are eligible to receive Language Incentive pay for the following FSI tested levels:

10% of basic salary for an S-3/R-3; 15% of basic salary for an S-4/R-3 or higher.

The language incentive pay will be paid in accordance with the home country LCP. The language incentive pay ceases when the employee is outside of Afghanistan.



**SECTION 17: TRAVEL AND TDY BENEFITS**

**G. AFGANISTAN TDY BENEFITS**

(3) VISITATION AND RECUPERATION BREAKS (VRB):

--A. LE Staff on TDY in Afghanistan for six months or more, but less than one year, are eligible for one Visitation and Recuperation Break (VRB) trip back to the employee's home country after three (3) months service in Afghanistan.

--B. LE Staff on TDY for one year to Afghanistan are eligible for three VRB trips back to their home country. The three VRB leave periods for a 1-year TDY should not exceed a total of 63 calendar days - a maximum of 21 calendar days away from the Afghan post (including travel time) for each VRB.

--C. Employees will be given up to two days for travel time but not to exceed the actual time needed to get from Afghanistan to the home country. This travel time is not counted against excused absence (see next paragraph) or against annual leave. If it takes longer than two days to return to the employee's home country, that additional transit time will be counted against excused absence or annual leave. Otherwise, counting VRB leave, as either excused absence or annual leave, begins the next work day after the employee returns to his/her home country.

(4) LEAVE:

--A. Excused Absence (consistent with 3 FAM 7450): LE Staff on TDY to Afghanistan for 6 months or more are authorized time off with pay to be used during VRB:

1. For 6 months or more but less than one year – up to five days may be used for the one VRB trip.

2. For one year TDY - up to five days may be used per VRB trip (3) not to exceed a total of 15 work days per year for this purpose.

--B. Restoration of Annual Leave: The Department has designated employees serving in Afghanistan as performing "national emergency" work. Per the public interest determination (PID) approved by the Under Secretary for Management, LE Staff will not suffer the loss of annual leave accumulated during the year in which they serve at least six months TDY in Afghanistan. If the home country LCP contains a "use or lose" clause, the LCP is amended to reflect this exception as approved in the PID. LE Staff must formally apply for leave restoration through the home post timekeeper.

--C. Transition Leave: LE Staff who complete a 12-month TDY assignment in Afghanistan are eligible for 10 (ten) work days of transition leave upon return to the home country.

**SECTION 17: TRAVEL AND TDY BENEFITS**

**G. AFGHANISTAN TDY BENEFITS**

**(5) EMERGENCY VISITATION TRAVEL:**

Employees on TDY to Afghanistan for one year are eligible to travel at U.S. Government expense to their home country, in certain situations of family emergency.

For the purposes of this authorization, the employee's or the employee's spouse's immediate family is defined as a child, parent, or sibling.

--A. Eligibility: Emergency travel is only authorized under the following circumstances and must be approved by the employee's American supervisor:

- 1. Medical - an immediate family member is seriously ill or injured and faces imminent death.
- 2. Death - an immediate family member has died.
- 3. Unusual Personal Hardship - emergency travel in situations involving unusual personal hardship may be approved in exceptional circumstances on a case- by-case basis by the American supervisor and the HRO. Requests for approval of travel at U.S. Government expense in this category must detail the exceptional circumstances under which such a request is made and must include a statement by the employee certifying the nature of the circumstances and any available documentation relating to the circumstances of the request.

--B. Leave: Eligible employees must take annual or sick leave, in accordance with U.S. Department of State and their LCP leave regulations.

**(6) PAYMENT OF OVERTIME TO LE STAFF WHO ARE ON TDY IN AFGHANISTAN AND NOT OTHERWISE ELIGIBLE FOR OVERTIME PAY:**

LE Staff who are not otherwise eligible for overtime pay based on their home post's LCP are entitled to payment of overtime performed while on TDY to Afghanistan. The rate of overtime pay should be consistent with the home post's local compensation plan, local labor law, and/or prevailing practice.

**(7) CONTINUATION OF HOME POST'S UNIQUE CONDITIONS OF WORK ALLOWANCE (UCWA) FOR LE STAFF AWAY FROM POST SERVICE TDY IN AFGHANISTAN:**

LE Staff will continue to receive the home post's Unique Conditions of Work Allowance (UCWA) while on TDY to Afghanistan.

**(8) ENTITLEMENT TO ALL LE STAFF TDY AFGHANISTAN BENEFITS FROM DATE OF ARRIVAL IN COUNTRY:**

**SECTION 17: TRAVEL AND TDY BENEFITS**

**G. AFGHANISTAN TDY BENEFITS**

LE Staff on TDY to Afghanistan are entitled to all LE Staff TDY ABP benefits from the date of arrival in Afghanistan, retroactive only to the date of this telegram.

(9) OTHER BENEFITS:

--A. Medical: Basic medical care for TDYers in Afghanistan in accordance with 03 State 328740.

--B. UAB Shipment: Unaccompanied Air Baggage (UAB) consisting of 250 pounds gross weight is approved for LE Staff serving a one-year TDY in Afghanistan. No UAB is authorized for TDYers of less than one year.

(10) END OF AFGHANISTAN TDY BENEFITS PACKAGE (ABP)

The TDY Afghanistan Benefits Package does not apply to USAID FSN personnel services contractors who are paid in accordance with USAID's AAPD 03-11 in lieu of being paid under the Local Compensation Plan.

**ATTACHMENT TO THE LCP.  
SECTION 11: SEVERANCE PAY PLAN EXAMPLES.**

**Example: Traditional system**

The contract of an employee, who earned \$180,000 monthly basic salary, , was terminated on February 29 of 1993. His entry on duty date was September 1, 1990. His last salary increase was effective February 1, 1993. One year prior to the salary increase the employee earned a monthly salary of \$132,000. He earned \$150,000 in overtime worked during the year. The employee receives for severance pay \$807,960 as follows:

Service time: 900 days (under Colombian Labor Law 1 month = 30 days)

Monthly Basic salary: \$136,000 (average last year):

\$ 132,000 x 11 months = \$ 1,452,000

\$ 180,000 x 1 month = 180,000

\$1,632,000 / 12 = \$136,000

Vacation Bonus = 136,000 / 12 = 11,333

Christmas Bonus = 136,000 / 12 = 11,333

Benefit Allowances = 1,072,273 / 12 = 89,356

Meal Allowances = 751,955 / 12 = 62,663

Transportation Allowances = (at this moment no employee qualifies for transportation allowance).

Overtime = 150,000 / 360 (# of days worked) \* 30 = 12,499 (150,000 / 360 \* 30 = 12,499)

**MONTHLY BASE SALARY** = 136,000 (BS) + 11,333 (VB) + 11,333 (CB) + 89,356 (BA) + 62,663 (MA) + 0 (TA) + 12,499 (OT) = 323,184

**SEVERANCE PAY** = \$323,184 x 900 days / 360 = \$807,960

**Example: Annual calculation system (ACS)**

The contract of an employee, who earned \$180,000 monthly basic salary, was terminated on February 29 of 1999. His entry on duty date was September 1, 1996. His last salary increase was effective February 1, 1999. Prior to the salary increase the employee earned a monthly salary of \$132,000. The employee receives for severance pay \$30,809 as follows:

1. Calculation from **09/01/1996 to 12/31/1996 \***

Service time: 120 days

Monthly Basic salary: \$132,000

Vacation Bonus =  $132,000 / 12 = 11,000$

Christmas Bonus =  $132,000 / 12 = 11,000$

Benefit Allowances =  $1,072,273 / 12 = 89,356$

Meal Allowances =  $751,955 / 12 = 62,663$

Transportation Allowances = (at this moment no employee qualifies for transportation allowance).

Overtime =  $25,000 / 120$  (# of days worked) \* 30 = 6,250

**MONTHLY BASE SALARY** = 132,000 (BS) + 11,000 (VB) + 11,000 (CB) + 89,356 (BA) + 62,663 (MA) + 0 (TA) + 6,250 (OT) = 312,269

**SEVERANCE PAY =**                     **$\$312,269 \times 120 \text{ days} / 360 =$**                     **\$104.090**

2. Calculation from **01/01/1997 to 12/31/1997 \***

Service time: 360 days

Monthly basic salary: \$132,000

Vacation Bonus =  $132,000 / 12 = 11,000$

Christmas Bonus =  $132,000 / 12 = 11,000$

Benefit Allowances =  $1,072,273 / 12 = 89,356$

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Meal Allowances =  $751,955 / 12 = 62,663$

Transportation Allowances = (at this time no employee qualifies for transportation allowance).

Overtime =  $25,000 / 360$  (# of days worked) \* 30 = 2,083

**MONTHLY BASE SALARY** = 132,000 (BS) + 11,000 (VB) + 11,000 (CB) + 89,356 (BA) + 62,663 (MA) + 0 (TA) + 2,083 (OT) = 308,102

**SEVERANCE PAY =**                     **$\$308,102 \times 360 \text{ days} / 360 =$**                      **$\$308,102$**

3. Calculation from **01/01/1998 to 12/31/1998** \*

Service time:    360 days

Monthly basic salary:    \$132,000

Vacation Bonus =  $132,000 / 12 = 11,000$

Christmas Bonus =  $132,000 / 12 = 11,000$

Benefit Allowances =  $1,072,273 / 12 = 89,356$

Meal Allowances =  $751,955 / 12 = 62,663$

Transportation Allowances = (at this time no employee qualifies for transportation allowance).

Overtime =  $90,000 / 360$  (# of days worked) \* 30 = 7,500

**MONTHLY BASE SALARY** = 132,000 (BS) + 11,000 (VB) + 11,000 (CB) + 89,356 (BA) + 62,663 (MA) + 0 (TA) + 7,500 (OT) = 313,519

**SEVERANCE PAY =**                     **$\$313,519 \times 360 \text{ days} / 360 =$**                      **$\$313,519$**

\* Under the ACS system the severance pay must be deposited into the severance pay fund prior to February 15 each year.

4. Calculation from **01/01/1999 to 02/29/1999** (Amount to be paid to the employee)

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Service time: 60 days

Monthly Basic Salary: \$156,000

Base salary: \$156,000 (average two months):

\$ 132,000 x 1 month = \$ 132,000

\$ 180,000 x 1 month = \$ 180,000

\$ 312,000 / 2 = \$156,000

Vacation Bonus =  $156,000 / 12 = 13,000$

Christmas Bonus =  $156,000 / 12 = 13,000$

Benefit Allowances =  $1,072,273 / 12 = 89,356$

Meal Allowances =  $751,955 / 12 = 62,663$

Transportation Allowances = (at this time no employee qualifies for transportation allowance).

Overtime =  $5,000 / 60$  (# of days worked) \* 30 = 2,500

**MONTHLY BASE SALARY** = 156,000 (BS) + 13,000 (VB) + 13,000 (CB) + 89,356 (BA) + 62,663 (MA) + 0 (TA) + 2,500 (OT) = 336,519

**SEVERANCE PAY** =  $\$336,519 \times 60 / 360 = 56,086$

U.S. MISSION COLOMBIA: LOCAL COMPENSATION PLAN

**Post: COLOMBIA**  
**Effective date:**

SIGNATORY SHEET FOR CURRENT LCP (DATED \_\_\_\_\_, 2010) IN PDF FORMAT





**U.S. MISSION COLOMBIA**

**LOCAL COMPENSATION PLAN**

**SALARY TABLES**

<b>PAY RATES COLOMBIAN EMPLOYEES</b>															
<b>40 HOUR WEEK - BASIC SALARY</b>															
<b>Effective date: 2/28/10 GRADES INCREASED ALL</b>															
<b>FSN</b>	<b>Initial Values</b>	<b>Concept Description</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>	<b>Step 11</b>	<b>Step 12</b>	<b>Step 13</b>
<b>FSN-01</b>	Step 1	10,347,392													
	Step 13	16,555,832													
	WGI	517,370													
	<b>Basic Rate</b>		<b>10,347,392</b>	<b>10,864,762</b>	<b>11,382,132</b>	<b>11,899,502</b>	<b>12,416,872</b>	<b>12,934,242</b>	<b>13,451,612</b>	<b>13,968,982</b>	<b>14,486,352</b>	<b>15,003,722</b>	<b>15,521,092</b>	<b>16,038,462</b>	<b>16,555,832</b>
<b>FSN-02</b>	Step 1	12,554,475													
	Step 13	20,087,163													
	WGI	627,724													
	<b>Basic Rate</b>		<b>12,554,475</b>	<b>13,182,199</b>	<b>13,809,923</b>	<b>14,437,647</b>	<b>15,065,371</b>	<b>15,693,095</b>	<b>16,320,819</b>	<b>16,948,543</b>	<b>17,576,267</b>	<b>18,203,991</b>	<b>18,831,715</b>	<b>19,459,439</b>	<b>20,087,163</b>
<b>FSN-03</b>	Step 1	16,523,856													
	Step 13	26,438,172													
	WGI	826,193													
	<b>Basic Rate</b>		<b>16,523,856</b>	<b>17,350,049</b>	<b>18,176,242</b>	<b>19,002,435</b>	<b>19,828,628</b>	<b>20,654,821</b>	<b>21,481,014</b>	<b>22,307,207</b>	<b>23,133,400</b>	<b>23,959,593</b>	<b>24,785,786</b>	<b>25,611,979</b>	<b>26,438,172</b>
<b>FSN-04</b>	Step 1	18,603,742													
	Step 13	29,765,986													
	WGI	930,187													
	<b>Basic Rate</b>		<b>18,603,742</b>	<b>19,533,929</b>	<b>20,464,116</b>	<b>21,394,303</b>	<b>22,324,490</b>	<b>23,254,677</b>	<b>24,184,864</b>	<b>25,115,051</b>	<b>26,045,238</b>	<b>26,975,425</b>	<b>27,905,612</b>	<b>28,835,799</b>	<b>29,765,986</b>
<b>FSN-05</b>	Step 1	21,428,317													
	Step 13	34,285,309													
	WGI	1,071,416													
	<b>Basic Rate</b>		<b>21,428,317</b>	<b>22,499,733</b>	<b>23,571,149</b>	<b>24,642,565</b>	<b>25,713,981</b>	<b>26,785,397</b>	<b>27,856,813</b>	<b>28,928,229</b>	<b>29,999,645</b>	<b>31,071,061</b>	<b>32,142,477</b>	<b>33,213,893</b>	<b>34,285,309</b>
<b>FSN-06</b>	Step 1	25,071,132													
	Step 13	40,113,816													
	WGI	1,253,557													
	<b>Basic Rate</b>		<b>25,071,132</b>	<b>26,324,689</b>	<b>27,578,246</b>	<b>28,831,803</b>	<b>30,085,360</b>	<b>31,338,917</b>	<b>32,592,474</b>	<b>33,846,031</b>	<b>35,099,588</b>	<b>36,353,145</b>	<b>37,606,702</b>	<b>38,860,259</b>	<b>40,113,816</b>
<b>FSN-07</b>	Step 1	31,594,550													
	Step 13	52,131,002													
	WGI	1,711,371													
	<b>Basic Rate</b>		<b>31,594,550</b>	<b>33,305,921</b>	<b>35,017,292</b>	<b>36,728,663</b>	<b>38,440,034</b>	<b>40,151,405</b>	<b>41,862,776</b>	<b>43,574,147</b>	<b>45,285,518</b>	<b>46,996,889</b>	<b>48,708,260</b>	<b>50,419,631</b>	<b>52,131,002</b>
<b>FSN-08</b>	Step 1	39,538,411													
	Step 13	65,238,379													
	WGI	2,141,664													
	<b>Basic Rate</b>		<b>39,538,411</b>	<b>41,680,075</b>	<b>43,821,739</b>	<b>45,963,403</b>	<b>48,105,067</b>	<b>50,246,731</b>	<b>52,388,395</b>	<b>54,530,059</b>	<b>56,671,723</b>	<b>58,813,387</b>	<b>60,955,051</b>	<b>63,096,715</b>	<b>65,238,379</b>
<b>FSN-09</b>	Step 1	54,010,864													
	Step 13	89,117,920													
	WGI	2,925,588													
	<b>Basic Rate</b>		<b>54,010,864</b>	<b>56,936,452</b>	<b>59,862,040</b>	<b>62,787,628</b>	<b>65,713,216</b>	<b>68,638,804</b>	<b>71,564,392</b>	<b>74,489,980</b>	<b>77,415,568</b>	<b>80,341,156</b>	<b>83,266,744</b>	<b>86,192,332</b>	<b>89,117,920</b>
<b>FSN-10</b>	Step 1	70,710,280													
	Step 13	116,671,960													
	WGI	3,830,140													
	<b>Basic Rate</b>		<b>70,710,280</b>	<b>74,540,420</b>	<b>78,370,560</b>	<b>82,200,700</b>	<b>86,030,840</b>	<b>89,860,980</b>	<b>93,691,120</b>	<b>97,521,260</b>	<b>101,351,400</b>	<b>105,181,540</b>	<b>109,011,680</b>	<b>112,841,820</b>	<b>116,671,960</b>
<b>FSN-11</b>	Step 1	87,860,886													
	Step 13	144,970,458													
	WGI	4,759,131													
	<b>Basic Rate</b>		<b>87,860,886</b>	<b>92,620,017</b>	<b>97,379,148</b>	<b>102,138,279</b>	<b>106,897,410</b>	<b>111,656,541</b>	<b>116,415,672</b>	<b>121,174,803</b>	<b>125,933,934</b>	<b>130,693,065</b>	<b>135,452,196</b>	<b>140,211,327</b>	<b>144,970,458</b>
<b>FSN-12</b>	Step 1	124,053,742													
	Step 13	204,688,678													
	WGI	6,719,578													
	<b>Basic Rate</b>		<b>124,053,742</b>	<b>130,773,320</b>	<b>137,492,898</b>	<b>144,212,476</b>	<b>150,932,054</b>	<b>157,651,632</b>	<b>164,371,210</b>	<b>171,090,788</b>	<b>177,810,366</b>	<b>184,529,944</b>	<b>191,249,522</b>	<b>197,969,100</b>	<b>204,688,678</b>

PAY RATES COLOMBIAN EMPLOYEES 48 HOUR WEEK - BASIC SALARY Effective: 2/28/10 GRADES INCREASED ALL														In Col Pesos	
FSN	Initial Values	Concept Description	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
FSN-01	Step 1	12,416,870													
	Step 13	19,866,998													
	WGI	620,844													
	<b>Basic Rate</b>		12,416,870	13,037,714	13,658,558	14,279,402	14,900,246	15,521,090	16,141,934	16,762,778	17,383,622	18,004,466	18,625,310	19,246,154	19,866,998
FSN-02	Step 1	15,065,370													
	Step 13	24,104,598													
	WGI	753,269													
	<b>Basic Rate</b>		15,065,370	15,818,639	16,571,908	17,325,177	18,078,446	18,831,715	19,584,984	20,338,253	21,091,522	21,844,791	22,598,060	23,351,329	24,104,598
FSN-03	Step 1	19,828,627													
	Step 13	31,725,811													
	WGI	991,432													
	<b>Basic Rate</b>		19,828,627	20,820,059	21,811,491	22,802,923	23,794,355	24,785,787	25,777,219	26,768,651	27,760,083	28,751,515	29,742,947	30,734,379	31,725,811
FSN-04	Step 1	22,324,490													
	Step 13	35,719,178													
	WGI	1,116,224													
	<b>Basic Rate</b>		22,324,490	23,440,714	24,556,938	25,673,162	26,789,386	27,905,610	29,021,834	30,138,058	31,254,282	32,370,506	33,486,730	34,602,954	35,719,178
FSN-05	Step 1	25,713,980													
	Step 13	41,142,368													
	WGI	1,285,699													
	<b>Basic Rate</b>		25,713,980	26,999,679	28,285,378	29,571,077	30,856,776	32,142,475	33,428,174	34,713,873	35,999,572	37,285,271	38,570,970	39,856,669	41,142,368
FSN-06	Step 1	30,085,358													
	Step 13	48,136,574													
	WGI	1,504,268													
	<b>Basic Rate</b>		30,085,358	31,589,626	33,093,894	34,598,162	36,102,430	37,606,698	39,110,966	40,615,234	42,119,502	43,623,770	45,128,038	46,632,306	48,136,574
FSN-07	Step 1	37,913,460													
	Step 13	62,557,200													
	WGI	2,053,645													
	<b>Basic Rate</b>		37,913,460	39,967,105	42,020,750	44,074,395	46,128,040	48,181,685	50,235,330	52,288,975	54,342,620	56,396,265	58,449,910	60,503,555	62,557,200
FSN-08	Step 1	47,446,093													
	Step 13	78,286,057													
	WGI	2,569,997													
	<b>Basic Rate</b>		47,446,093	50,016,090	52,586,087	55,156,084	57,726,081	60,296,078	62,866,075	65,436,072	68,006,069	70,576,066	73,146,063	75,716,060	78,286,057
<b>BENEFITS</b>															
Christmas Bonus: 1/12 of the basic salary															
Vacation Bonus: 1/12 of the basic salary															
Service Bonus: 1/12 of the basic salary															
Length of service Bonus: 15 calendar days for 5 years of service, 20 days for 10 years of service, 30 days for 15/20/ years of service and 40 days for 25/30 years of service															
Family Allowance: for employees hired priory to July 1st 2003 Ps. 18,000; for employee hired on or after July 1st 2003 Ps. 16,883. Monthly amount per dependent child under 18 years old, for employees with salary that does not exceed four times the legal Colombian monthly minimum wages or, if married, with family income not to exceed six times the legal Colombian monthly minimum wages.															
Transportation Allowance: Ps. 61,500 per month for employees with salary does not exceed two times the legal Colombian monthly minimum wage															
Benefit Allowance: Ps. 1,072,273 per year for all grades 1-12															
Meal Allowance: Ps. 751,955 per year for all grades 1-12															
Saving Fund: 5.8% of the basic salary															
Unique Condition Work Allowance 5% of the basic salary															
Severance: 10.2% of the basic salary															
Education Allowance: Ps. 1,294,429 per child per annum (Maximum 3 children)															