



Department of War

SUPERVISOR'S HANDBOOK: *Expediently Separating Employees with Unacceptable Performance*

<https://www.dcpas.osd.mil/>

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INTRODUCTION – A DIRECT MESSAGE TO SUPERVISORS

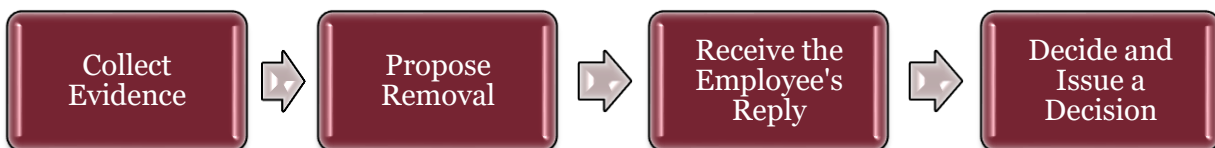
This guide is for you, the supervisor. It gives you a simple, step-by-step process for handling an employee's unacceptable performance, leading to separation if necessary. When you have an employee who is performing at an unacceptable level, it is important to act quickly and decisively. This guide will help you do that. Dealing with poor performance is one of the toughest parts of your job, but it is also one of the most critical. When you fail to act, it impacts your mission, burdens your top performers, and lowers the standards for your entire team. This guide simplifies the process and focuses exclusively on your role as a supervisor. It is not a legal or policy manual.

Before taking any action, you must **consult your servicing Human Resources (HR) office for assistance.**

THE FOUR STEPS TO SEPARATION

The process for removing an employee for unacceptable performance has four main steps that you will need to follow to expeditiously separate the employee.

1. **Collect Evidence:** Build a fact-based case.
2. **Propose Removal:** Formally notify the employee.
3. **Receive the Employee's Response:** Listen to their side.
4. **Decide and Issue a Decision:** Make the final determination.



COLLECTING EVIDENCE

This is the most critical part of the process. A strong, well-documented case is the foundation for any successful performance-based action. Your goal is to gather objective, specific, and factual evidence that proves the employee's performance is unacceptable. Evidence provides the foundation for taking adverse action, regardless of the underlying issue (i.e., performance or misconduct). The evidence demonstrates that any proposed action is rooted in fact and is to promote organizational mission success.

Before drafting the notice of proposed removal, you must have objective, sufficient, specific, and documented evidence of the employee's unacceptable performance. The evidence that you collect should demonstrate the specific failures.

- Collect examples of the employee's work that miss deadlines, contain errors, or don't meet quality standards.
- Document that the employee continues making the same mistakes, even after you have talked to them about it.
- Keep records of any counseling sessions or performance discussions you've had with the employee.
 - *Examples of performance deficiency statements:*
 - Following review of your submissions, it was identified that you submitted three consecutive weekly intelligence summaries containing critical formatting errors and incorrect threat classifications that violated the division's Standard Operating Procedure.
 - A review of the travel vouchers that you processed for the month of July 2025 identified that 45% of these were processed more than 48 hours after the initial submission. The requirement for our office is that 85% of monthly vouchers be processed within 48 hours of initial submission, as captured in both the travel policy and your performance plan.
- Impact on the Mission
 - Explain how the employee's poor performance hurts your team and the organization's mission. Does it cause delays, create extra costs, or lower productivity?
 - Document if other employees have to stop their own work to redo or fix the employee's work.
 - *Examples of impact statements:*
 - Due to the damage that you caused while grinding the UHF-1674 radome on July 3, 2023, we had to submit an emergency request to have the radome repaired by an outside vendor, resulting in an additional cost to this office of \$4,723.85.
 - Your delay in submitting the proper procurement forms resulted in a delivery delay of 30 days for communication equipment to the customers you support, which resulted in the degradation of their deployment readiness, ultimately resulting in their deployment 20 days after their originally scheduled date.
- Objective Facts
 - Use performance plans to show you are evaluating similar employees with the same fair standards.

- Keep written records of customer complaints or incident reports.
- *Examples of statements with objectivity:*
 - The standard for processing security clearance pre-checks requires an accuracy rate of 95%. Quality assurance audits from FY2025 Q1 and Q2 calculated your accuracy rates for those quarters to be at 78% for Q1 and 74% for Q2, which is below the established threshold.
 - Our office received four written complaints, between May and June, from the Logistics Directorate, stating that you provided incorrect routing codes. These complaints were reconciled against shipping manifests and the emails where you provided this information to Logistics, confirming that on all four occasions the original shipments included the incorrect information which you provided.

To support your action, you must be able to show three things:

1. **The employee knew what was expected.** This is usually clear from their performance plan. For special projects, make sure you have a record showing you assigned the work to them.
2. **The employee's performance was unacceptable.** The standards in the performance plan define what is acceptable. You cannot hold an employee to a higher standard than what is written in their plan.
3. **Your measurement of their performance was fair and reasonable.** Performance plans should have standards that are specific and measurable.

Reviewing Evidence with HR and Legal

- Once you have collected your evidence, give it to your HR office. They will work with the Legal office to review everything so that they can give you advice and guidance within 10 calendar days. If they have questions, you must respond quickly to ensure this process moves fast.

Best Practices for Supervisors

- **Involve HR Early:** Talk to your HR specialist from the beginning. They are your partners in this and will help you follow the rules and document everything correctly.
- **Document Everything in Real-Time:** Don't wait to write things down. Document performance issues as they happen. A quick email to yourself or a memorandum for the record right after a conversation is much better than trying to remember details weeks later.

- **Focus on Facts, Not Feelings:** Be specific. Instead of saying "your work is bad," say "You missed the deadline for the weekly report three times this month." Show the impact: "Because these reports were late, the team could not complete its weekly goals."

NOTICE OF PROPOSED REMOVAL

As the supervisor, you are the one who proposes to remove an employee for unacceptable performance. Your HR specialist will help you draft the official proposal letter, **but it is your action to take.**

Issuing the Proposal

- When you deliver the proposal letter to the employee, follow these steps:
 - **Own the Memorandum:** This is your letter. Read the letter carefully before you give it to the employee, so you are familiar and comfortable with its contents.
 - **Find a Private Space:** Show respect for the employee by having this conversation in private, not in front of their coworkers.
 - **Have a Witness:** Ask another manager to be in the room with you. They can confirm that you delivered the letter and witness the conversation.
 - **Explain the Memorandum:** Clearly explain what the letter says. Tell the employee why you are proposing to remove them, how they can respond, and their right to have a representative.
 - **Be Direct and Professional:** Be clear about your proposed action but always be respectful.
 - **Don't Debate:** This meeting is just to deliver the news. It is not time to argue about the proposed action or unacceptable performance. The employee will have a formal opportunity to respond later.

EMPLOYEE'S OPPORTUNITY TO RESPOND

The employee has a right to respond to the proposed removal. They can reply in writing, in person, or both. As the proposing official, the deciding official will typically be your direct superior. The deciding official will normally receive the employee's response.

Timeframe to Respond

- The employee usually has **7 calendar days** to respond. They can ask for more time, but granting an extension does not change the requirement for a final decision to be made within 30 days of the proposal.

DECISION ON PROPOSED REMOVAL

After the employee responds, the deciding official will make a final decision. The deciding official is usually your direct supervisor or someone one level above them.

Reaching a Decision

- The deciding official will review your proposal, the evidence you collected, and the employee's response. They must determine if it is more likely than not that the employee's performance was unacceptable. While removal is one option, other actions could be considered, such as a demotion or a reassignment to a different position, if appropriate.
- The deciding official must also consider the "Douglas Factors," a list of 12 factors used to ensure any disciplinary action is fair and reasonable. Your HR office will help with this.

Issuing a Decision

- Your HR specialist will help the deciding official draft the final decision letter. As with the proposal, it is important the decision is delivered professionally and with a witness present.
 - Inform the employee of their right to appeal the decision.
 - Discuss the next steps for out-processing, like turning in government property.
 - Do not debate the decision. The time for discussion has passed.

ADDITIONAL SEPARATION OR DISCIPLINARY TOOLS

Once a notice of proposed removal has been issued, you may utilize the tools listed below to assist with speeding up the separation of an employee with unacceptable performance.

- Individualized Deferred Resignation Program
- Voluntary Separation Incentive Payment
- Voluntary Early Retirement Authority
- Last Chance Agreement

If you are thinking about using any of these tools, you need to talk to your HR office before offering one of these options to the employee. Also, when using these tools, you and the employee have to sign what is called a "settlement agreement." The goal of the settlement agreement is to expedite the separation of the employee under an agreement that is beneficial to everyone involved. Your HR and Legal offices will draft these agreements for you, as these documents have to be written in specific language using legal terms and phrases. The language from the sample agreement contained in the Under Secretary of War memorandum, "Separation of Employees with Unacceptable Performance," dated September 30, 2025, is included in Appendix B.

APPENDIX A: FREQUENTLY ASKED QUESTIONS

Q: Do I have to put an employee with unacceptable performance on a Performance Improvement Plan (PIP)?

A: No. Under this process, a PIP is not required. You can proceed directly to a notice of proposed removal if the employee is performing unacceptably, the performance warrants removal, **and** you have documented the employees lack of performance.

Q: I sent my evidence to my Employee Relations specialist. How long do they have to help me?

A: The Employee Relations specialist, in consultation with the legal office has 10 days to review the evidence you submitted and provide you with their initial advice regarding the evidence's sufficiency and additional assistance, as appropriate.

Q: How much time does the employee get to respond?

A: The employee has 7 calendar days to provide their oral and/or written response, unless a union agreement specifies otherwise or you agree to an extension.

Q: What happens if the deciding official does not issue a decision within 30 days of the notice of proposed removal?

A: If a decision isn't made in 30 days, the Human Resources office is required to send the case file to the Office of the Under Secretary of War for Personnel and Readiness.

Q: What happens if my decision is something other than a removal on a proposed removal?

A: As the deciding official, it is within your authority to make such a decision. However, if removal is warranted, then another action should **not be substituted**. Additionally, if you decide to take an action other than removal, the Human Resources office is required to send a redacted copy of the case file to the Office of the Under Secretary of War for Personnel and Readiness.

Q: Can I be a witness for my own proposal?

A: Yes. When delivering a proposal or decision, you do not need to have another person serve as a witness. However, it is recommended as a best practice to have a management colleague serve as a witness during the delivery of these documents.

Q: What if the employee asks for a representative?

A: An employee who has received a notice of proposed removal is allowed to have someone who does not have a conflict of interest to serve as their representative throughout the disciplinary process.

Q: Do I need to wait until after a step in the performance management process (e.g. progress review or annual appraisal) to issue a notice of proposed removal for unacceptable performance?

A: No. You **DO NOT** need to, nor should you, wait for any specific step in the performance management process to address unacceptable performance. If your employee's performance is unacceptable and warrants removal at any time, you must act with speed and conviction to address it. **Waiting** for a step in the process to address unacceptable performance **is not acting with speed and conviction.**

Q: What do I do if the employee refuses to sign a notice of proposed removal or decision to remove?

A: If an employee refuses to sign one of the memorandums acknowledging receipt of the document, it can simply be annotated with "Employee refused to sign." An employee's refusal to sign does not invalidate the delivery of the memorandum. You should request your witness prepare a memorandum for record capturing that this occurred.

Q: What do I do if the employee attempts to argue with me while I deliver the notice of proposed removal?

A: If the employee attempts to argue over the proposed removal, you should inform them that the purpose of the meeting is to deliver the memorandum and not to debate the content. It should be communicated they have an opportunity to respond to the memorandum and that they may do so as directed in the notice.

APPENDIX B: SAMPLE SETTLEMENT AGREEMENT LANGUAGE

The below is the sample settlement agreement as contained in the Under Secretary of War memorandum, "Separation of Employees with Unacceptable Performance," dated September 30, 2025. While this language is provided as an example, all settlement agreements must be written and personalized to capture the specific agreement for an individual employee.

Work closely with your HR and Legal offices as they will assist with these settlement agreements.

This agreement is between Department of War and the Employee identified below.

WHEREAS, Department of War has offered Employee a voluntary deferred resignation option. The offer states that those employees who accept the offer will not be subject to any reduction in pay and benefits by their agency and exempts them from all applicable in-person work requirements until ***[12 WEEKS FROM EMPLOYEE AND MANAGEMENT DECISION DURING NOTICE PERIOD]*** or earlier if they choose to accelerate the resignation date for any reason (Deferred Resignation Program); and

WHEREAS, Department of War has received Employee's voluntary request to be included in the Deferred Resignation Program; and

WHEREAS, Department of War accepts Employee's request to be included in the Deferred Resignation Program; and

WHEREAS, the parties wish to express the terms and conditions of the agreement between the parties concerning Employee's participation in the Deferred Resignation Program.

WHEREFORE, the parties hereto agree as follows:

1. Employee is accepted into the Deferred Resignation Program.
2. Employee agrees to turn in all Department of War equipment and property on or before ***[DATE]*** as directed by Employee's supervisor.
3. Employee shall be placed on paid administrative leave no later than ***[DATE]***. Employee shall remain on paid administrative leave up through and including ***[DATE]***, or such earlier date on which Employee may choose to resign or otherwise separate from federal service (deferred resignation period). Employee agrees not to challenge the Department of War's use of paid administrative leave in any forum. In the event that the use of paid administrative leave is found unlawful or set aside, Employee agrees to accept placement into another duty status, with the understanding that Employee shall not be required to perform work after ***[DATE]***.
4. During the deferred resignation period, and subject to the availability of appropriations, Department of War shall continue to pay Employee's current salary and Employee shall

continue to retain and receive all benefits of an employee in federal employment, including but not limited to TSP contributions, health, dental, vision and/or any other similar benefits, with Department of War making the government's contribution. Employee will continue to accrue annual and sick leave during the deferred resignation period. Employee will receive retirement service credit during the deferred resignation period. If Employee becomes eligible for a within-grade increase during the deferred resignation period, Department of War shall process the within-grade increase and Employee shall receive the associated salary increase.

5. After [DATE], Employee shall not be expected to work during the deferred resignation period—regardless of what duty status the employee is placed in.
6. Employee agrees that Employee's effective resignation date from Department of War, and separation from federal service, shall be ***[12 WEEKS FROM EMPLOYEE AND MANAGEMENT DECISION DURING NOTICE PERIOD]***. Employee, however, may resign from the federal service on any date prior to the Decision Notice. Department of War shall not take steps to terminate Employee's employment with the federal service prior to ***[12 WEEKS FROM EMPLOYEE AND MANAGEMENT DECISION DURING NOTICE PERIOD]***, except where Employee is convicted of a felony crime that would render Employee ineligible for Federal employment.
7. Employee will receive a lump sum payment of accrued annual leave in accordance with 5 C.F.R. part 550 upon separation from service, subject to availability of appropriations.
8. Nothing in this agreement prevents Employee from retiring from federal service at any time if Employee is eligible to do so under the applicable provisions of CSRS or FERS. If Employee is eligible and elects to retire before ***[12 WEEKS FROM EMPLOYEE AND MANAGEMENT DECISION DURING NOTICE PERIOD]***, Employee's retirement election shall override any benefits that would be available to Employee under this agreement after the effective date of Employee's retirement. Employee understands that Employee is responsible for submitting a CSRS or FERS application.
9. Nothing in this agreement prevents Employee from retiring from federal service on or before ***[INSERT VERA END DATE]*** if Employee is eligible to do so under the Voluntary Early Retirement Authority (VERA). If Employee is eligible and elects to retire under VERA, Employee's retirement election shall override any benefits that would be available to Employee under this agreement after the effective date of Employee's retirement. Employee understands that Employee is responsible for submitting a VERA application.
10. Employee may accept non-federal employment during the deferred resignation period provided it does not violate the Standards of Ethical Conduct for Employees of the Executive Branch at 5 C.F.R. part 2635, applicable federal laws, or any supplemental Standards of Ethical Conduct for Employees or regulations of Department of War.

11. By signing this agreement, the parties acknowledge that they have entered the agreement knowingly, voluntarily, and free from improper influence, coercion, or duress. Employee understands that except as provided in subparagraph 15, applicable to employees 40 years of age or older, Employee cannot rescind this agreement, except in the sole discretion of the Agency Head, which shall not be subject to review at the Merit Systems Protection Board (MSPB), Equal Employment Opportunity Commission (EEOC), or any other forum, and waives all rights to challenge the resignation before the MSPB, EEOC, or any other forum.
12. Employee acknowledges that Department of War, in conjunction with other federal departments, agencies and units, will immediately rely on the terms of this agreement in consolidating and reassigning roles and otherwise taking steps to reform the agency workforce. As of the effective date of this agreement, Employee will permanently cease to serve in the position from which Employee is agreeing to resign. Consequently, Employee understands that this agreement is final and Employee's decision to resign effective ***[12 WEEKS FROM EMPLOYEE AND MANAGEMENT DECISION DURING NOTICE PERIOD]*** unless Employee resigns or retires earlier is set forth above, is final. Department of War will comply with all terms of this agreement even if Employee's position is eliminated or reassigned prior to [insert date from above (e.g., 12 weeks from employee and management decision during notice period)]. Employee shall not be subject to furlough, termination, reduction in force or layoff as a result of an agency-initiated reorganization or reduction in force. Employee agrees to cooperate with steps taken by Department of War (such as reassignment to a different component) to exempt Employee from any reduction in force.
13. If there is a lapse in appropriations during the term of this agreement that requires Employee to be placed on furlough status, Employee shall be placed on furlough status during the lapse. Once the lapse is over, Employee shall be taken off furlough and shall receive back pay consistent with the Government Employee Fair Treatment Act of 2019.
14. Employee forever waives, and will not pursue through any judicial, administrative, or other process, any action against Department of War or its employees in their official and/or personal capacity that is based on, arising from, or related to Employee's employment at or termination of employment from Department of War or the deferred resignation offer including any and all claims, known or unknown, that were or could have been brought concerning said matters, and including any group, class, or collective actions in which Employee is or might be included. This waiver includes all claims Employee may have under the Age Discrimination in Employment Act, the Civil Rights Act of 1964, as amended, the Civil Service Due Process Amendments of 1990, the Americans with Disabilities Act, the Genetic Information Nondiscrimination Act, the Family and Medical Leave Act, and any other Federal, state, local or common law. Employee unconditionally releases Department of War and its present and former employees, officers, agents, representatives, and all persons acting by, through, or in concert with any of those individuals, either in their official or individual capacities, from any

and all liability based on, arising from, or relating to the matters that Employee may have against them, including any and all claims that were or could have been brought (including as a member of a group action, class action, or collective action). Consistent with applicable law, Employee similarly waives any claim that could be brought on Employee's behalf by another entity, including Employee's labor union or other non-government organization that purports to represent Employee.

15. If 40 years of age or older, Employee understands that he or she is entitled to rights and benefits under the Age Discrimination in Employment Act (ADEA) and Older Workers Benefit Protection Act (OWBPA). The parties acknowledge that the Employee has preserved and so executed the following rights and responsibilities:
 - a. The Employee has reviewed the entire agreement and understands its provisions;
 - b. The Employee has not waived any ADEA or OWBPA rights or claims that may arise after the date this agreement is signed;
 - c. The Employee has the right to consult with an attorney prior to signing this Agreement;
 - d. Federal law provides that the Employee may have 45 days from receipt of this Agreement to review and consider this Agreement before signing it;
 - e. Federal law further provides that the Employee may revoke this Agreement within seven days after signing and delivering the Agreement to the Agency; the Agreement is not effective and enforceable until this seven-day revocation period has passed; and
 - f. Having been informed of these rights and after an opportunity to consult with an attorney, the Employee hereby waives these rights.
16. Consistent with law, Department of War agrees to waive any debt owed by Employee to Department of War pursuant to a recruitment incentive, student loan repayment, or other service agreement. Department of War also agrees to waive any remaining service requirements from taking paid parental leave.
17. Should Employee become subject to military orders during the deferred resignation period, then any laws, rules, or other guidance applicable to the Employee as a servicemember that are inconsistent with provisions of this agreement shall supersede the inconsistent terms of this agreement.
18. This agreement shall constitute the entire agreement between the parties, and shall supersede all prior agreements, understandings, and negotiations between the parties with respect to the terms of Employee's resignation.
19. In case any provision of this agreement shall be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

APPENDIX C: APPLICABILITY

Below is a general description of the employees to who 5 U.S.C. Chapter 75, Subchapter II and 5 C.F.R. Part 752, Subpart D apply to.

Who Is Covered?

- The “General Schedule (GS)” Workforce (Not Serving a Probationary or Trial Period)
 - Competitive Service
 - Title 5 Excepted Service
 - Schedule A – Appointments to non-confidential positions or positions of a non-policy determining character where it is impractical to use the qualification standards and requirements established for the competitive service. Examples of these types of positions include attorneys and chaplains. The full list is much more expansive and can be found in 5 C.F.R. Part 213, Subpart C.
 - Schedule B – Appointments to non-confidential positions or positions of a non-policy determining character where it is impracticable to hold open competition or to apply usual competitive examining procedures. Examples of these types of positions include special executive development positions and select professor positions within certain organizations. The full details can be found in 5 C.F.R. Part 213, Subpart C.
 - Schedule D – Appointments to non-confidential positions or positions of a non-policy determining character where competitive service requirements make it impracticable to recruit and select an adequate number of students attending qualifying educational institutions or individuals who have recently completed qualifying educational programs. An example is appointments made under the Pathways Programs. The full details can be found in 5 C.F.R. Part 213, Subpart C.
 - Schedule G – Appointments to positions of a policy-making or policy-advocating character normally subject to change as a result of a Presidential transition.
- Appropriated-fund Prevailing Rate Systems
 - A workforce consisting of blue-collar positions with pay rates based on prevailing hourly wages for similar work in the local private sector. Positions often include trade, craft, and labor occupations and are in the Wage Supervisor (WS), Wage Leader (WL) and Wage Grade (WG) pay plans.
- Dual-Status Military Technicians when the Action Pertains to their Civilian Status
 - These are civilian employees whose positions require them to maintain military membership in either the National Guard or Reserve. This handbook is only applicable with respect to their roles in the civilian position.

- Acquisition Demonstration Project (AcqDemo)
 - AcqDemo is a congressionally authorized personnel demonstration project established under 10 U.S.C. § 1762 and implemented pursuant to the demonstration project authority in 5 U.S.C. § 4703.
- Science and Technology Reinvention Laboratory Personnel Demonstration Projects (STRs)
 - STRs are authorized by Congress in 10 U.S.C. 4121 and operate under the demonstration project authority in 5 U.S.C. 4703.
- Cyber Excepted Service (CES)
 - CES is a hybrid personnel system, based on Title 10 and Title 5 provisions, designed to recruit, and retain highly skilled civilian employees engaged in or in support of a cyber-related mission. Appointments are made under 10 U.S.C. § 1599f and typically require a 3-year probationary period. For adverse or performance-based actions, employees are covered by Title 5 provisions after completing 2 years of continuous service (1 year for preference eligibles).
- Senior-Level (SL) Positions
 - These are positions classified above GS-15 that do not meet the Senior Executive Service (SES) functional criteria and are established by an agency using an SL position allocation issued by the Office of Personnel Management (OPM) under 5 U.S.C. 5108(a). SL positions are in the competitive service unless excepted from the competitive service by or under statute (e.g., attorney positions excepted from the competitive service - Schedule A).
- Scientific & Professional (ST) Positions
 - These are positions classified above GS-15, which do not meet the SES functional criteria, and are established by an agency using an ST position allocation issued by OPM under 5 U.S.C. 3104(a). An ST position involves performance of high-level research and development in the physical, biological, medical, or engineering sciences, or a closely related field. All ST positions are in the competitive service and are filled without competitive examination.
- Defense Civilian Intelligence Personnel System (DCIPS) Employees Meeting Certain Criteria
 - DCIPS is an excepted service personnel system that is authorized under 10 United States Code 1601-1614. The Secretary of War has authority to establish positions, appoint employees, and establish administrative procedures for personnel operating under the system.
 - Employees covered include those who:

- Were covered by 5 U.S.C. Chapter 75 and 5 C.F.R. Part 752 prior to their position converting to DCIPS and remain on that same position.
- Are a preference eligible as defined in 5 U.S.C. § 2108.

Who is **NOT** covered?

- Probationary/Trial Period Individuals Serving in an Initial Probationary/Trial Period Who do NOT have Full Appeal Rights
 - Individuals who are serving a “probationary” or “trial” period as established by case law, however, may not be able to be terminated under the probationary/trial period process and could be covered. **CHECK WITH YOUR HUMAN RESOURCES OFFICE.**
- Title 5 Excepted Service
 - Schedule C employees are political appointees in the excepted service who hold confidential or policy-determining positions, typically working directly for agency heads or key officials. These roles are usually GS-15 or below, exempt from competitive hiring, and can be terminated at the discretion of the administration.
 - Schedule Policy/Career individuals are employees at will. The procedures under 5 U.S.C. Chapters 43 and 75 no longer apply, including the requirements to utilize performance improvement plans or provide advance notice of an adverse action; however, other procedures may apply. Work with your Human Resources Office to ensure you are providing the required documentation to support the termination of Schedule Policy/Career employees pursuant to DoW implementing guidance.
- Nonappropriated Fund (NAF)
 - NAF employment is not subject to civil service provisions or restrictions, to include Chapter 43 or Chapter 75. The Secretary of War holds administrative authority for most functional areas of the DoW's NAF personnel system, as granted under Title 10, U.S.C. (Sections 113(b) and (d)). This authority encompasses NAF white-collar pay, employment and staffing, employee benefits, performance management, leave, performance pay, position classification, and Employee Relations.
- Senior Executive Service (SES)
 - SES positions are classified above the GS-15 level and perform the role of executive managers in the Federal workforce. While these positions are covered by 5 C.F.R. Part 752, Subpart F, those provisions address misconduct, neglect of duty, malfeasance, or failure to accept a directed reassignment or to accompany a position in a transfer of function. Poor performance for the SES is strictly governed by 5 C.F.R. Part 359, Subpart E.
- DCIPS Employees Not Listed Above

- Unless an employee meets either one of the two criteria stated above, this handbook would not apply.
- Reemployed Annuitants
 - Reemployed annuitants generally serve at the will of the agency. This means that they can be terminated at any time without the standard adverse action or Reduction-in-Force (RIF) protections afforded to permanent employees. However, certain scenarios exist where an individual may be reemployed and their annuity is forfeited or terminated, thereby making them covered. **CHECK WITH YOUR HUMAN RESOURCES OFFICE.**
- Aliens or non-citizens working outside the continental United States (OCONUS)
 - Non-U.S. citizens working OCONUS do not have the same adverse action protections as U.S. citizens or those working within the United States. Their rights are significantly more limited and often depend on specific agency regulations or local labor agreements.