

10 May 2010

Civilian Personnel

**USAREUR Implementing Instructions for
Collective Tariff Agreement II Provisions and Overtariff Benefits**

***This regulation supersedes USAREUR Regulation 690-10, 2 September 1986, and
USAREUR Regulation 690-69, 16 October 1984; and rescinds AE Form 690-69C.**

For the Commander:

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Summary. This regulation provides implementing instructions on *Tarifvertrag vom 16. Dezember 1966 für die Arbeitnehmer bei den Stationierungsstreitkräften im Gebiet der Bundesrepublik Deutschland (TV AL II)* (Collective Tariff Agreement II) provisions and overtariff benefits for local national (LN) employees in Germany.

Applicability. This regulation applies to LN personnel—

- Employed by the U.S. Forces in Germany under the provisions of the *TV AL II*, except for personnel employed by the United States Air Force and its tenant activities. For the purpose of this regulation, the U.S. Forces include all activities serviced by the United States Army Civilian Human Resources Agency, Europe Region (CHRA-E), and the Army and Air Force Exchange Service, Europe (AAFES-Eur).
- Paid from appropriated or nonappropriated funds.
- In Civilian Support organizations in Germany.

NOTE: The terms *CHRA-E* and *civilian personnel advisory center* used in this regulation do not apply to AAFES-Eur. Except where AAFES-Eur is specifically mentioned in this regulation, the Commander, AAFES-Eur, may use internal forms and establish internal systems and procedures for meeting the intent of this regulation, including all policy requirements.

Supplementation. Organizations will not supplement this regulation without USAREUR G1 (AEAGA-CL) approval.

Forms. This regulation prescribes AE Form 690-69A and AE Form 690-69B. AE and higher level forms are available through the Army in Europe Library & Publishing System (AEPUBS) at <https://aepubs.army.mil/>.

Records Management. Records created as a result of processes prescribed by this regulation must be identified, maintained, and disposed of according to AR 25-400-2. Record titles and descriptions are available on the Army Records Information Management System website at <https://www.arims.army.mil>.

Suggested Improvements. The proponent of this regulation is the USAREUR G1 (AEAGA-CL, DSN 379-6589). Users may suggest improvements to this regulation by sending DA Form 2028 to the USAREUR G1 (AEAGA-CL), CMR 432, APO AE 09081-0432.

Distribution. C (AEPUBS).

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CHAPTER 1 GENERAL

1-1. PURPOSE

This regulation provides an interpretation of and implementing instructions for individual provisions of the *Tarifvertrag vom 16. Dezember 1966 für die Arbeitnehmer bei den Stationierungstreitkräften im Gebiet der Bundesrepublik Deutschland (TV AL II)* (Collective Tariff Agreement II) (chap 2), and U.S. Army policy on overtariff conditions for local national (LN) employees in Germany (chap 3).

1-2. REFERENCES

Appendix A lists references.

1-3. EXPLANATION OF ABBREVIATIONS AND TERMS

The glossary defines abbreviations and terms.

CHAPTER 2

USAREUR IMPLEMENTING INSTRUCTIONS ON INDIVIDUAL *TV AL II* PROVISIONS

The implementing instructions in this chapter do not cover all *TV AL II* Articles and appendixes, because some of them can be applied without requiring additional interpretation or implementing guidance. Articles and appendixes that do not require additional interpretation or implementing guidance are identified in brackets throughout the regulation to indicate that they have been reviewed.

MAJOR PART I GENERAL PROVISIONS

SECTION 1

APPLICABILITY AND SPECIAL PROVISIONS

[ARTICLE 1: APPLICABILITY]

[ARTICLE 2: EXEMPTIONS FROM APPLICABILITY]

[ARTICLE 3: SPECIAL PROVISIONS]

SECTION 2 EMPLOYMENT CONTRACT

ARTICLE 4: EMPLOYMENT CONTRACT AND MEDICAL EXAMINATION

1. Paragraph 1. AE Form 690-70B will be used as the employment contract for U.S. Forces employees. A contract amendment (*Änderungsvertrag*) or a new contract is required if changes or additions must be made to an existing employment contract. AE Regulation 690-70 provides detailed guidance.

2. Paragraph 2. Provisions regarding temporary employment are outlined in AE Regulation 690-70.

3. Paragraph 3.

a. AE Form 690-70A is the personnel questionnaire that must be completed by each employee.

b. Working papers include the employee's tax card and insurance records. Non-European Union nationals other than dependents of Servicemembers and members of the civilian component must also have residence permits (*Aufenthaltstitel*) as prescribed by law. An annual leave certificate is needed when the employee was employed with another employer in the current calendar year. The tax card, security record, and a copy of the residence permit must be submitted to the *Aufsichts- und Dienstleistungsdirektion, Lohnstelle ausländische Streitkräfte (ADD-LaS)* (Controlling and Service Directorate, Foreign Forces Payroll Office); other documents will be kept at the United States Army Civilian Human Resources Agency, Europe Region (CHRA-E).

c. For temporary residence permits which may or may not include permission to work (*Aufenthaltserlaubnis*), employees will be reminded 2 months in advance that the renewal of the permit is due. The employment does not automatically end on expiration of the temporary residence and work permit. In case the employee does not provide a renewed permit within 4 weeks before the due date, the servicing civilian personnel advisory center (CPAC) will inform the employee in writing that termination action will be initiated on expiration of the permit and that he or she will be released from work without pay after the due date. Employment will be terminated observing the employee's notice period (Art 44). The CPAC will inform the *ADD-LaS* of the date the employee has been released from work without pay.

d. Changes in an employee's personal data (for example, name, address) will be reported to CHRA-E on a request for personnel action (RPA). CHRA-E will prepare AE Form 690-70E for submission to the *ADD-LaS*.

4. Paragraph 4. AE Regulation 40-11 and AE Regulation 690-70 establish detailed provisions on medical examinations.

ARTICLE 5: PROBATIONARY PERIOD

1. Paragraph 1. This Article and Article 43 do not apply to employees who are reappointed without a break in service within the meaning of Article 8 or reassigned to another position.

2. Paragraph 2. The extension of a probationary period must be announced at least 2 weeks before the end of the initial probationary period and is authorized only as specified in this Article. The supervisor will inform the employee of the extension in writing and send a copy through the servicing CPAC to CHRA-E for placement in the employee's official personnel folder (OPF).

ARTICLE 6: PERSONNEL RECORDS

Paragraph 3. *Complete personnel records* within the meaning of this Article, this paragraph, means having the following documents on file in the OPF at CHRA-E:

- a. DA Form 1256.
- b. AE Form 690-70A.
- c. AE Form 690-70B.
- d. AE Form 690-70E.
- e. Admonishments and comments, if applicable (not to exceed 2 years).
- f. Copy of handicap certificate or certificate of equal status.
- g. Copy of residence certificate.
- h. New employee orientation form (AE Reg 690-70, app B).
- i. Documentation that the employee has been screened through the Local National Screening Program (AE Reg 604-1).
- j. Documentation establishing the legal identity of Family-member status (copy of NATO Status of Forces stamp or NATO Status of Forces Certificate) or a copy of the Family-member ID card (without picture, but showing the expiration date).
- k. Medical reports (unless the issuing medical authority marks them for employer use only; such reports will be kept separately).
- l. Police good conduct certificate.
- m. Position descriptions (or other records relevant to the classification of the position (for example, labor-court decisions)).
- n. RPAs.
- o. Testimonials, graduation certificates, college transcripts, employment certificates, and letters of commendation.
- p. Other pertinent personnel documents including written statements and petitions of the employee that concern his or her employment.

**SECTION 3
PERIOD OF EMPLOYMENT**

ARTICLE 8: CREDITABLE PERIOD OF EMPLOYMENT

1. General.

a. Creditable periods of employment will be recognized as follows:

- (1) Creditable period of employment according to this Article (paras 2 and 3 below).
- (2) Creditable period of employment prescribed by German law (para 4 below).
- (3) Creditable period of employment (para 5 below).

b. Creditable periods of employment recognized under the provisions of a former edition of this regulation and documented accordingly remain unaffected.

c. AE Regulation 690-84, appendix F, defines creditable service for determining entitlements during a reduction in force (RIF).

2. Paragraph 1.

a. Creditable employment with the Sending States Forces is service with the Forces of Belgium, Canada, France, United Kingdom, and United States stationed in Germany.

b. If new employment is assumed without timely interruption, the time served in previous employment will be creditable, regardless of the reason for the discontinuation of previous employment.

3. Paragraph 2. The reason for discontinuation of previous employment must be considered for recognition of previous service as creditable employment. In case of resignation, the provisions of this Article, paragraph 4, must be observed. The termination of employment by means of an annulment contract is not considered a resignation.

4. Employment Periods Creditable by Law.

a. According to Article 10(2) of the *Mutterschutzgesetz (MuSchG)* (Law on Protection of Employed Mothers), an employee who resigns at the end of her protection period and is reappointed within 12 months after childbirth will have no break in service unless she was employed with another employer during that period.

b. Periods of military service with the German Armed Forces (*Bundeswehr*) or substitute service will be recognized as creditable service.

(1) If an employee, while employed with the U.S. Forces, is called to basic military service, to substitute service, to a military exercise, or (based on voluntary commitment) to an aptitude exercise of not longer than 4 months, the employment will be suspended during the absence. In case of military

exercises based on voluntary commitment, this applies only if the exercise itself, or in addition to other voluntary military exercises, does not exceed 6 weeks within 1 calendar year.

(2) The provisions in (1) above apply if an individual who is obligated to serve basic military service performs voluntary extended military service for either of the following:

- (a) The service period initially scheduled to last 6 months (probationary period).
- (b) If actually served, the service period scheduled to last not more than 2 years.

(3) The employee must submit the order to report to military service to the employing organization without delay.

(4) Employees who resume their employment after a period of absence as indicated under (1) or (2) above must not suffer disadvantages in their employment because of such absence. To qualify for this protection, an employee is generally required to report for duty on the first workday after discharge from military service or completion of the military or aptitude exercise and submit a certificate of military service or another pertinent certificate without delay. The circumstances involved in delayed reporting for duty will be reviewed and will not affect the employee's rights provided the delay is not the fault of the employee and the employee has not been engaged in other employment.

(5) According to the *Arbeitsplatzschutzgesetz (ArbPlSchG)* (Job Protection Law), contributions to group life insurance must be continued by the employer. These contributions will be reimbursed by the German Government. To enable the *ADD-LaS* to determine creditable earnings to serve as the basis for computing contributions, CHRA-E will submit AE Form 690-70E for all mandatory pay increases, with the exception of general tariff increases, before the effective date of the action.

(6) If an employee returns to duty after a period of absence as indicated in (1) or (2) above, management officials will immediately submit an RPA together with the pertinent certificate to CHRA-E. CHRA-E will prepare AE Form 690-70E to restore the employee to duty.

(7) Absences as indicated in (1) or (2) above will count as uninterrupted periods of employment within the meaning of the *TV AL II*, Article 8. Credit, however, will not be given for probationary or training periods.

(8) An employee appointed after completing basic military service, voluntary extended military service, substitute service, or a military exercise will receive credit, as outlined below, in terms of length of service and occupational incumbency after 6 months of employment. The term "after," as a rule, means immediately on completion of the pertinent service or exercise. The time between discharge and appointment with the U.S. Forces, however, may extend to several months, provided the employee was not permanently employed between the discharge and appointment and a reasonable explanation for the delay exists. Furthermore, the appointment must constitute the employee's first permanent employment on completion of the pertinent service.

(a) Basic military service, substitute service, and participation in military exercises will be fully credited.

(b) Voluntary extended military service of up to 2 years will be credited as indicated in (2) above.

(9) Periods of training will be fully credited to an employee who has undergone training useful in the employee's future occupation after a period under (1) or (2) above and is appointed after the training. The provisions of (8) above apply similarly. The training must be in addition to general school education and completed without unduly exceeding the standard timeframe of the training. As a rule, the standard timeframe of the training is considered as having been unduly exceeded if it is exceeded by 25 percent of the standard time.

(10) For Soldiers with voluntary extended military service scheduled in excess of 2 years who are appointed or reappointed after discharge from military service or premature discharge from military service because of incapacitation, the following applies:

(a) Basic military service performed (also when performed voluntarily) or the time of military service creditable as basic military service according to Article 7, paragraph 1, of the *Wehrpflichtgesetz* (Law on Compulsory Military Service) will be credited in full. Periods of military service exceeding the time of basic military service will be credited to one-third, except for periods in (b) below.

(b) Periods of technical training during military service will be fully credited if the appointment is made to a position of the same or related occupation.

(c) Periods of technical training after completing military service will be fully credited if the costs for the training are borne by the German Government and the appointment is made to a position of the same or related occupation.

(d) Full credit will be given for periods of advanced training that are useful for the employee's future occupation and are completed after technical training or military service without unduly exceeding the standard timeframe of the training.

(11) Credit will not be given for occupational training (other than technical training in 10(c) above) or several years of university or technical university education completed after completing military service, since no timely connection exists between the training or education and the military service.

(12) CHRA-E will review discharge papers and determine eligibility for credit of periods in (10)(a) through (d) above at the time of appointment. CHRA-E will record the verification of eligibility and, after the individual completes 6 months of continuous employment, adjust the individual's credit on AE Form 690-70E, effective on the date of appointment.

5. Credit for Other Military Service. Credit for military service that was performed outside of Germany and not with the *Bundeswehr* will be credited as follows:

a. The provisions on credit for basic military service in paras 4b(1) through (7) will also apply to employees who are nationals of European Union countries and have been called to serve compulsory military duty in their home country.

b. The provisions on credit for basic military service in paras 4b(1) through (7) will also apply similarly to the reduced military service of Turkish nationals. Requests for unpaid absence for the purpose of military service in the Turkish military forces will be approved for the duration of the reduced military service plus reasonable periods for travel to and from Turkey.

c. LN employees who have served with the U.S. Forces and have been discharged under honorable conditions will have this service credited in the same manner as had they served with the *Bundeswehr*.

6. Entrance-on-Duty (EOD) Dates.

a. The actual or constructed EOD date denoting the commencement of an employee's continuous service under his or her current employment contract will be established and entered on AE Form 690-70E.

(1) The EOD (Art 8) date will include all periods of employment creditable by Article 8 and paragraphs 4 and 5.

(2) The EOD (RIF) date will be established according to AE Regulation 690-84, appendix F. The EOD (RIF) date will be used to determine creditable service for social retention-credit points and advance-notice periods.

(3) A service computation date (SCD) will be established including all periods of employment with the U.S. Forces in any country, regardless of breaks. Military service performed before appointment with the U.S. Forces will not be credited. The SCD excludes periods of employment terminated by removal for cause. The SCD will be used only for length-of-service awards.

b. Employment with the forces of another Sending State and agencies under the jurisdiction of the Federal Minister of Defense, as well as employment with agencies of the international military headquarters in Germany, will not be credited before the probationary period is completed. Military service (paras 4b and 5) will be credited only on completion of 6 months of employment with the U.S. Forces. Credit will be given retroactively to the date of appointment.

c. All periods of employment creditable for establishing an employee's EOD date or SCD must be documented by appropriate records in his or her OPF. Employees claiming credit for service that is not documented on official records at CHRA-E will be responsible for providing official documentation (for example, social insurance records) to prove their service. Unofficial documentation will not be accepted.

SECTION 4 WORKHOURS

ARTICLE 9: REGULAR WORKHOURS

1. Paragraph 1.

a. Regular Weekly Workhours (Standard Workweek). Management officials will establish the number of workdays in a week, the number of daily operating hours, and, subject to works council codetermination, the distribution of the workhours to the individual days per week and the distribution of the daily workhours. Certain appendixes of the *TV AL II* (for example, apps F, H, and P) provide for different regular weekly workhours for employees in special occupations.

b. Extension of Regular Workhours to 40 Hours per Week. According to the note for the record, regular workhours may not be extended for more than 20 percent of the employees of a works council agency. Employees whose regular workhours have been extended based on other provisions of *TV AL II* do not count toward the 20-percent quota.

2. Paragraph 2.

a. Management officials will use extended workhours only when the regular workhours according to this Article, paragraph 1, do not meet continuous operational requirements. The higher costs of the extended workhours are not justified unless all workhours or standby hours are actually needed.

b. Unless it is necessary for an employee to remain at the worksite or other place of duty, use of a regular workhour schedule combined with on-call duty should be considered. Therefore, weekly workhours may be extended only for operational reasons and to the extent absolutely necessary. Extensions will be established, changed, or discontinued in compliance with this Article, paragraph 4. Management officials will—

(1) Review and document the need for currently established extended workhours.

(2) Reduce or discontinue extended workhours if no longer required for operational reasons.

(3) Initiate the works council codetermination procedure on the new distribution of daily workhours.

(4) Submit an RPA to CHRA-E when changes occur.

3. Categories of Extended Workhours. The three categories of extended workhours are as follows:

a. Employees in special occupations (for example, boiler-plant operators in the *TV AL II*, app A; drivers in the *TV AL II*, app F; and firefighters in the *TV AL II*, app P). Payment of these employees will be governed by the provisions in the respective appendixes.

b. Extended workhours under this Article, paragraph 1b. Employees will receive 125 percent (basic pay plus a 25-percent supplement) for the time exceeding 38.5 hours up to 40 hours per workweek.

c. Extended workhours under this Article, paragraph 2. Employees will receive 110 percent (basic pay plus a 10-percent supplement) for each hour over 38.5 hours or 40 hours per workweek.

4. Daily Workhours and Breaks. Management officials will apply the following guidance when establishing regular daily workhours and break periods.

a. Daily Workhours. Regular workhours will be established to ensure that the mission is accomplished as efficiently as possible. This objective requires optimum use of available workhours to ensure full productivity and service capability during the activity's regular operating hours. Situations that result in inadequate supervision of employees should be avoided.

(1) The employee's commuting distance to and from the worksite and the extent that employees must rely on public transportation or privately owned vehicles (POVs) must be considered. The beginning and end of daily workhours should correlate with schedules of public conveyances used by most employees to ensure timely arrival at the worksite and avoid unnecessarily long travel time. Management officials in the same community should stagger work schedules to avoid peak traffic periods.

(2) When a flexible workhour schedule is implemented, management officials will ensure that a system for effectively controlling the hours worked is in place.

(3) Management officials are encouraged to coordinate the workhour schedules of their activities when their functions are interrelated.

b. Break Periods.

(1) If daily worktime exceeds 6 hours, the *Arbeitszeitgesetz (ArbZG)* (Work Time Law) stipulates that one break of 30 minutes or two breaks of 15 minutes each must be given as a minimum. The minimum break time will increase to 45 minutes for more than 9 workhours a day. Instead of one 45-minute break, two or three breaks may be established with at least 15 minutes each. During breaks, employees will be relieved of work or standby requirements.

(2) Scheduled breaks of 15 minutes or longer will not be considered paid workhours. Short breaks of less than 15 minutes are considered paid workhours and will not be charged to the prescribed break time established by law. Short breaks may be taken when an employee—

(a) Is engaged in hazardous work that requires continued or considerable physical exertion.

(b) May become fatigued and accident-prone.

(c) Works in a confined space (for example, a crane operator) in which normal personal movement is restricted.

(d) Works in considerable heat (AE Reg 40-50-1).

(e) Works in a cold environment.

(3) The purpose of the break is to allow employees to relax or eat. Therefore, breaks should be long enough for employees to eat and travel to and from eating facilities. Consequently, one lunch break of between 30 and 60 minutes is recommended, depending on the accessibility of eating facilities.

5. Codetermination.

a. Regardless of whether or not regular or extended workhours are established, the establishment of the beginning and end of daily workhours and breaks (including lunch breaks), as well as the distribution of workhours over the individual days of the week, is subject to works council codetermination according to Article 75, paragraph 3, number 1, in conjunction with Article 69 of the *Bundespersonalvertretungsgesetz (BPersVG)* (Federal Personnel Representation Law). If severely handicapped employees (SHEs) are affected, the appropriate SHE representative group must be heard according to the provisions of Article 95, paragraph 2, *Sozialgesetzbuch (SGB)* (Social Security Code) IX.

b. In individual cases when the right of codetermination provided for in the law is incompatible with military interests particularly worthy of protection, the extent of the right of codetermination may be restricted. In such cases, HQ USAREUR, as the highest service authority, will communicate in writing the reasons for the restriction on the right of codetermination and will specify the extent of the restriction. If the disclosure of reasons would cause a danger of serious detriment to the security of the Sending State or its force, HQ USAREUR may establish this by means of a formal declaration to be confirmed by the President of the *Bundesarbeitsgericht (BAG)* (Federal Labor Court).

c. In cases where the rights of codetermination are not applicable, the cooperation procedure (*BPersVG*, Art 72), rather than the codetermination procedure, will apply.

6. Paragraph 3.

a. The provisions of this Article, paragraph 3a, allow a work schedule that is longer or shorter than the regular workhours per week provided reconciliation is reached within 12 calendar months. Within this period, the total number of workhours must equal those of the regular workhours per week multiplied by 52 (for example, 38.5 hours x 52 = 2002 hours). Only hours worked in excess of the scheduled weekly worktime are subject to overtime pay, regardless of whether or not the regular workhours per week are exceeded.

b. The provisions of this Article, paragraph 3b, require reconciliation within 12 months. Work-free days or shifts will be granted during the 12-month period to make up for the extra time worked. If an employee is unfit for work on the scheduled work-free day or shift, the work-free day or shift will be considered as having been granted. The work-free day or shift should be scheduled after an employee has accumulated enough time for a full day or shift. Periods of annual leave do not count toward the accumulation of time for a work-free day or shift. Concurrently, a reduction of annual leave by 1/250 for each work-free day or each work-free shift (Art 33, para 2c) will not be made according to the note for the record.

c. Monthly wages are not affected by the distribution of workhours according to this Article, paragraphs 3a and b.

d. Supervisors will maintain an account of time accumulated and work-free days given.

7. Paragraph 4.

a. For practical considerations, the 1-week notification period may be extended to 1 month or longer to effect the change of workhour schedule at the beginning of the next month, if consistent with operational requirements. Notices for change of employment conditions will not be used to effect changes (increase or decrease) to weekly workhours.

b. The authority in this paragraph to make changes with a minimum 1-week advance notice is in no way abrogated by an employment contract formerly used (for example, AE Form 24-50, AE Form 690-60B). Paragraph 1 of the contract specifically states that employment is governed by the provisions of *TV AL II* as in effect at any given time. Paragraph 9 of the contract states that, if applicable, changes will be effected after advance notice or notification as required by the tariff, employment contract, or law. The declaratory entry of hours of work indicates only the established weekly workhours at the time the contract was concluded and cannot be construed to exclude the application of provisions of this Article.

c. If an increase or decrease of weekly workhours affects the basic compensation of employees, management officials will submit an RPA to CHRA-E.

d. The authority will not be used to change the workhours of an individual employee while the regular workhour schedule of the activity remains unchanged. If such a change is adverse to the employee and he or she does not agree, the action will require a notice of change of employment conditions. If the employee agrees, his or her consent must be recorded.

8. Paragraph 6. The period Monday through Sunday will be the timeframe for computing workhours and overtime. Actions that are keyed to the end of a week will be effective on Sunday of the particular week.

9. Paragraph 8.

a. Management officials may schedule employees for on-call duty to perform emergency services or other unexpected urgent work that cannot be postponed to regular workhours.

b. It is imperative that the number of employees placed on on-call duty be kept to the absolute minimum. Only employees who would actually do the emergency work will be scheduled.

c. On request, individual employees may be exempt from on-call duty for serious personal reasons provided compelling operational reasons are not withstanding. The following are examples of serious personal reasons that warrant exemption from on-call duty:

(1) A single employee has to care for a child because no other person is available to do so.

(2) An employee has to provide home care for a close Family member because no other person is available to do so.

(3) An employee is not in possession of a privately owned vehicle and public transportation is not available.

d. The determination of the need for on-call duty and the scheduling of individual employees to perform on-call duty are not subject to works council participation. However, management officials are encouraged to discuss the need for on-call duty, as well as the scheduling of individual employees to perform on-call duty with the works council in an effort to reach agreement.

e. On-call duty will be scheduled outside the established regular workhours. During on-call duty, employees must be available at the place of their choosing. The employee must, however, be within easy reach of the employing unit and be able to resume work without delay if called. On-call duty does not constitute standby duty or standby service within the meaning of Article 9, paragraph 2b.

f. The employing unit will establish the duration of on-call periods in a duty roster. The duty roster will be established for a period of at least 1 month and will be announced 14 days in advance. The duration of on-call periods may be changed when the next duty roster is announced. In case of weekend on-call duty (generally from Friday afternoon through Monday morning), the entire time will be considered to be one period of on-call duty. If Friday and Monday are work-free days (for example, Easter) and if the employee is scheduled to perform on-call duty between Thursday afternoon and Tuesday morning, the entire time will be considered to be one period of on-call duty. If an employee is scheduled for on-call duty on another work-free day (for example, U.S. holiday regulation in a shop agreement), he will receive 12.5 percent of his hourly basic pay on that day for 24 hours. As far as supplements to be paid for the actual worktime on such a work-free day are concerned, Articles 12 and 13 will not apply.

g. Employees will receive full pay plus any applicable supplements (Art 20, *TV AL II*) for the hours worked and the time of travel to and from the worksite when called to work during a tour of on-call duty. For work performed during a tour of on-call duty at least 3 hours will be paid as overtime (Art 9, para 8e(1)). Pertinent supplements for night work, as well as for Sunday work and holiday work will be paid only for the actual worktime. Official telephone calls will also be considered actual working time. If the employee did not have to leave his or her location and the total time spent replying to official telephone calls did not exceed 1 hour, the employee will be paid for 1 hour as overtime (Art 9, para 8e(2)). Pertinent supplements for night work, as well as for Sunday work and holiday work will be paid only for the actual worktime. These payments are in addition to the applicable percentage rate of the hourly basic pay established in paragraph 8d.

h. All work performed during a tour of on-call duty will be paid as overtime. This does not apply to employees not entitled to overtime pay.

i. Employees who are paid in accordance with salary groups C9, C10, KD1, KD2, KD3, ZB9, ZB10, ZB11, Civilian Support unit supervisors in salary group ZB8, as well as managers and employees with Special Salary Schedule rates will receive the applicable percentage rate for on-call duty, but no additional overtime pay or time supplements.

j. If the actual workhours per day, including work performed during on-call duty, exceed 10 hours, the hours worked in excess of 10 hours will be balanced on the following day to ensure that the total hours worked on that day do not exceed 10 hours.

Example: If an employee worked 12 hours on Tuesday, no more than 8 hours may be worked on Wednesday.

k. The uninterrupted rest period of 11 hours mandated by law has been reduced to 9 hours in accordance with section 7, paragraph 1(3), *ArbZG*. Organization chiefs are authorized to conclude shop agreements governing the performance of on-call duty with the responsible district works council, local works council, or both. The shop agreement should allow for an additional reduction of the rest period. It should also allow for interruptions of the rest period if work has to be performed during on-call duty. If the employee did not have an uninterrupted rest period of 9 hours during a tour of on-call duty, an uninterrupted rest period of 6 hours must be observed following the last work assignment.

Example: A shop agreement allows for a reduction of the rest period. An employee is scheduled to perform on-call duty between 1800 on Monday and 0600 on Tuesday. The employee is called to work between 2100 and 2200, and again between 0100 and 0300. Since the employee did not have an uninterrupted rest period of 9 hours, he or she may not start his or her regular hours of work on Tuesday before 0900. The time between the regular start of work and 0900 will be paid as workhours in accordance with paragraph 8h.

Compensation for performance of on-call duty is conclusively regulated in Article 9, paragraphs 8d and e. Any additional provisions in a shop agreement are not authorized.

l. In case of a one-time response for a short period of time (for example, responding to official calls during on-call duty of less than 15 minutes duration) the rest periods before and after the response will be added.

m. On-call duty of employees in medical facilities is regulated in *TV AL II*, appendix K-I, paragraph 4b(2). In addition to the special provisions in *TV AL II*, appendix K, the provisions in Article 9, paragraph 8f through i, apply to these employees.

n. On-call duty will be reported on time and attendance reports as prescribed in AE Regulation 690-99, appendix D. For reimbursement of incidental and transportation costs, the employee will complete AE Form 690-99K and submit it to the *ADD-LaS* with supporting documents.

o. The mode of transportation to be used for work assignments during on-call duty must be established in a written agreement. In case of damages to a POV resulting from its use to, from, or during work assignments during on-call duty, the employing organization will generally bear the costs for documented repairs unless there is a claim for damages against a third party or the damage was caused by gross negligence or intent. If the employee uses his or her car insurance (comprehensive coverage) for vehicle repairs, the employing organization will cover the percentage share charged the employee by the insurance company. The employing organization will also bear the costs for any additional expenses the employee has to pay due to making use of the comprehensive coverage insurance for the period these increased amounts are due.

ARTICLE 10: OVERTIME

AE Regulation 690-58 provides policy and procedures for requesting, authorizing, and controlling overtime as well as requirements and procedures for documenting and reporting overtime performed.

ARTICLE 11: NIGHT WORK

Salaried employees listed in AE Regulation 690-58, paragraph 4e(4), are not entitled to basic compensation, time off, or night supplements.

ARTICLE 12: SUNDAY WORK

1. Paragraph 2. Sunday work within the meaning of this paragraph and this Article, paragraph 4, is work that must be performed on a Sunday as part of the standard workweek. The work schedule, however, will provide for at least 2 Sundays off for each employee in each calendar month unless operational circumstances make it impossible to observe this rule.

2. Paragraph 3.

a. The supplement for Sunday work according to Article 20 is either 25 percent of the basic compensation if a day off is given under this Article, paragraph 4a; or 50 percent under the conditions of this Article, paragraph 3b or 4b.

b. The minimum pay for irregular work on Sunday is the basic compensation for 3 hours plus a 50-percent supplement.

c. Other supplements (for example, overtime supplement for actual hours worked or night supplement for at least 2 hours) will be paid according to Article 20. If supplements for Sunday work coincide with supplements for holiday work, only one supplement will be paid; if applicable, the higher supplement for holiday work according to Article 20, paragraph 3, will be paid.

3. Paragraph 4.

a. Regular Sunday work of 4 or more hours is compensated by a day off and a supplement of 25 percent of the basic compensation for each hour worked. If a day off cannot be given, basic compensation and a 50-percent supplement are payable for each hour worked.

(1) A day off will not be scheduled on a German legal holiday that occurs on a weekday.

(2) One extra day off must be given in addition to the day off scheduled for regular Sunday work if a workshift extends from Sunday to a Monday that is a German legal holiday, and at least 4 hours are worked each day. Article 13, paragraph 4c, provides for compensation for holiday work by higher premium pay if time off cannot be granted.

NOTE: Salaried employees listed in AE Regulation 690-58, paragraph 4e(4), are not entitled to basic compensation, time off, or Sunday supplements.

ARTICLE 13: HOLIDAY WORK

1. Paragraph 2. Holiday work within the meaning of this paragraph and this Article, paragraph 4, is work that must be performed on a German legal holiday as part of the standard workweek.

2. Paragraph 3.

a. The supplement for holiday work according to Article 20 is either 50 percent of the basic compensation if time off is given under the conditions of this Article, paragraph 4a, or 100 percent under this Article, paragraphs 3b or 4c.

b. Employees who are paid a monthly wage or salary (Art 20, para 4b) will not receive basic compensation for irregular holiday work unless such work is overtime. The following are examples of payment for these employees.

Example 1: An employee worked on a holiday that fell on a weekday other than Saturday or Sunday and the total workhours did not exceed the regular weekly workhours.

The employee is entitled to a 100-percent holiday supplement (Art 20, para 1f). An overtime supplement is not due since the total number of hours worked in the workweek did not exceed the regular weekly workhours (AE Reg 690-58).

Example 2: An employee worked on a holiday that fell on a Saturday or Sunday and the total number of hours worked in the workweek exceeded the regular weekly workhours.

The employee is entitled to basic compensation plus a 100-percent holiday supplement and a 25-percent overtime supplement up to the 5th overtime hour and 30 percent from the 6th overtime hour on. (Time off instead of basic compensation may be given according to Article 10, paragraph 4.)

NOTE: Certain appendixes of *TV AL II* (for example, apps P and T) provide for different compensation for overtime work and work on holidays.

3. Paragraph 4. Regular holiday work of 4 or more hours is compensated by a paid day off and a supplement of 50 percent of the basic compensation for each hour worked. If a day off cannot be given, basic compensation and a 100-percent supplement are payable for each hour worked as stated in Article 20. The day off for regular holiday work will extend from 0000 to 2400 and will be scheduled in advance for the week in which the holiday falls, the preceding week, or the next week.

NOTE: Salaried employees listed in AE Regulation 690-58, paragraph 4e(4), are not entitled to basic compensation, time off, or holiday supplements.

ARTICLE 14: SHIFT AND ROTATING SHIFT

1. Shift allowances according to Article 21 are also paid to employees who occasionally work on a shift schedule that meets the requirements outlined in this Article.
2. Different definitions of shift and rotating shift work qualifying for payment of a shift allowance for employees of civilian support units are provided in appendix Z, part I, paragraph 6.
3. Employees under appendix P and managers under appendix T are excluded from an allowance for both shift work and rotating shift work (app P, part I, para 8; and app T, part I, para 10).
4. If work-free days or shifts fall on a German legal holiday, an additional work-free day or shift will not be given. In this respect, the same principle applies as for employees with a 5-day workweek when a German legal holiday falls on a Saturday or Sunday.
5. When establishing shift schedules, management officials will comply with the labor law principle of equal treatment.

SECTION 5 PRINCIPLES OF REMUNERATION

[ARTICLE 15: WAGE AND SALARY]

ARTICLE 16: COMPUTATION OF EARNINGS

1. Paragraph 1.

a. Special Salary Schedule rates paid according to AE Regulation 690-91 are considered to be “salary per schedule” within the meaning of this Article, paragraph 1a(1).

b. An overtariff supplement paid according to AE Regulation 690-76 is not part of the basic pay. However, the overtariff supplement will be considered for computing partial monthly pay according to this Article, paragraph 6; the annual leave bonus according to appendix V; the Christmas bonus according to appendix W; and for contributions to group life insurance.

2. Paragraph 5.

a. The conversion of hourly supplements or allowances to monthly flat rates is encouraged when such payments occur regularly and sufficient experience exists to establish a realistic amount. Management officials will initiate action to establish flat rates as deemed appropriate. The employee concerned must agree to the establishment of flat rates.

b. The establishment of flat rates for overtime supplements will be avoided, since regular performance of overtime is prohibited. The regular performance of overtime would constitute a violation of the tariff provisions and the provisions of AE Regulation 690-58.

c. Management officials, with the assistance of their servicing CPAC, will determine an appropriate flat rate based on workhour data recorded for a 12-month period. The average monthly flat rate may not be lower than the monthly amount an employee would be entitled to based on an hourly computation.

d. The employee's acceptance of the established flat rate will be documented by his or her signature. When several employees are involved, a roster showing the amounts and employees' signatures may be submitted with an RPA. To effect a flat-rate payment, CHRA-E will prepare AE Form 690-70E for each employee concerned. Flat rates will not be shown on employment contracts (AE Form 690-70B).

e. Management officials, with the assistance of their servicing CPAC, will review and adjust or cancel flat rates as necessary when any of the following occurs:

- (1) A change to related duties or the basic workhours.
- (2) A change to the basic compensation occurs that affects the computation of flat rates.
- (3) The employee requests a review or termination of the flat rate.

f. Adjustments or cancellations of flat rates will be requested by management officials. The procedures in d above will apply similarly. Adjustments will be effective the first day of the month after the recomputation of flat rates. Cancellations will be effective at the end of the month in which the employee requests cancellation or is informed by management officials of their decision to cancel the flat rate. The employee will be notified of the cancellation at least 2 weeks in advance.

g. The establishment of flat rates by shop agreement between management and the works council is not permitted.

3. Paragraph 8.

a. When a waiting period (for example, for a step increase) ends on the last day of a month, the resulting payment will be effective on the first day of the next month. In all other cases, the effective date will be the first day of the current month.

b. Years of age are completed on the day before an employee's birthday. Payments based on completing years of age will be effective on the first day of the employee's month of birth.

c. Whenever possible, appointments should be effected on the first day of a month. This should be the case even if this day falls on a Saturday, Sunday, legal holiday, or other work-free day.

ARTICLE 17: REGULAR EARNINGS

1. Paragraph 1. Employees will receive regular earnings for periods of annual leave and sick absence.

2. Paragraph 3. The compensation supplement represents the daily or hourly average of pay items other than basic compensation and monthly flat rates (this Art, paras 2a and b) (for example, compensation for overtime or night, Sunday, or holiday work; severity allowance) that the employee earned within 12 calendar months preceding periods of annual leave or sick absence.

NOTE: An overtariff supplement paid according to AE Regulation 690-76 is considered to be part of the regular earnings in the meaning of this Article.

[ARTICLE 18 – NOT USED]

[ARTICLE 19: LENGTH OF SERVICE ALLOWANCE]

[ARTICLE 20: TIME SUPPLEMENTS]

ARTICLE 21: OTHER ALLOWANCES

1. Paragraph 1. The provisions of subparagraph a of this paragraph, which stipulate that the employing organization may pay a performance allowance, will not be applied by the U.S. Forces.

2. Paragraph 2.

a. Functional allowances under special provisions of the *TV AL II* are authorized for the following:

- (1) Craftsmen performing special additional functions (app A-I.4b(1) and (3)).
- (2) Operators of fully automated fueling equipment (app A-I.4b(4)).
- (3) Drivers of radio taxis (app F-I.5).
- (4) Firefighting personnel performing special additional functions (app P-I.11).

b. The payment of a voluntary functional allowance (VFA) is appropriate when the following conditions are met:

(1) The basic job must have a permanent additional duty assigned that is included in the official job description, and performance of the duty involves at least 15 percent of the employee's total monthly workhours.

(2) The additional duty is not usually covered by the scope of the job and requires an added skill, qualification, or responsibility.

(3) The occasional performance of a special function does not justify granting VFA. VFA will be restricted to the minimum number of personnel required to perform a special function.

c. Approval authority for VFA, except for the Army and Air Force Exchange Service, Europe (AAFES-Eur), employees, rests with the USAREUR G1 (AEAGA-CL). Within the framework of the above provisions, the Commander, AAFES-Eur, may establish internal policy and procedures for granting VFA to AAFES-Eur employees.

(1) Management officials will submit requests for VFA (RPA) with a detailed justification based on the criteria established in b(1) and (2) above to CHRA-E. CHRA-E will review the package for completeness and forward it to the USAREUR G1 (AEAGA-CL) for approval. On approval, CHRA-E will submit AE Form 690-70E to the *ADD-LaS*.

(2) Management officials will conduct annual reviews to determine whether continued payment of VFA is justified. When payment is no longer justified, the allowance will be discontinued, subject to 4 weeks' written notice to the end of a calendar month. An RPA will be submitted to CHRA-E.

(3) Employees who have been granted VFA for incidental driving and for driving an ambulance before April 1975 may continue to receive the VFA. If the requirement for the incidental driving function no longer exists, management officials will initiate action to discontinue the allowance. The same procedure as in (2) above applies.

[ARTICLE 22: DISBURSEMENT OF EARNINGS]

[ARTICLE 23: PAYMENTS-IN-KIND]

[ARTICLE 24 – NOT USED]

[ARTICLE 25 – NOT USED]

SECTION 6 LOSS OF WORK TIME

ARTICLE 26: NON-PRODUCTIVE TIME

Paragraph 2.

a. Subparagraph a of this paragraph covers cases when a loss of workhours is for reasons outside the employee's control. For such absences, an employee will be carried on paid administrative leave. Subparagraph a does not cover absences due to unfitness for work (Art 29) or excuse from work (Art 28).

b. Article 9, paragraph 7c, covers instances where a vehicle provided for transportation of the employees does not arrive on time.

c. When scheduling makeup time for administrative leave under the conditions of subparagraph b of this paragraph, the provisions of the *ArbZG* on maximum daily workhours will be observed.

d. The term "Act of God" in subparagraph c of this paragraph refers to inevitable and unforeseeable events that are completely beyond the control of the employee (for example, demonstration, fire, flood, ice, rebellion, complete road traffic breakdown, snow). However, the employee must make every possible effort to reach the place of work and keep the time of absence to the absolutely unavoidable minimum. At the first opportunity, the employee must notify the employing organization of the reason for not reaching the workplace on time. The term "area of duty station" includes locations where temporary duty (TDY) is performed and routes to and from TDY stations. Incidents outside the areas mentioned in subparagraph c (for example, at the site of vacation) do not result in an entitlement to pay.

ARTICLE 27: HOLIDAYS

1. Paragraph 2.

a. As a general rule, employees will be required to work on U.S. holidays that are not German holidays. This rule may be deviated in a shop agreement on the regulation of workhours.

b. Additional exceptions are authorized if technical or security reasons make it impossible to have LN employees report for duty on such days. In this case, employees will be entitled to administrative leave. Management officials will make all efforts to solve technical or supervisory problems that prevent LN employees from working on U.S. holidays before administrative leave is granted.

c. Charge of annual leave is not authorized except when employees request annual leave for the U.S. holiday, or the U.S. holiday takes place during an employee's annual leave.

2. Local Holidays.

a. In addition to German legal holidays covered by this Article, paragraph 1, certain nonstatutory local holidays are observed. These days are fully or partially observed as nonworkdays to celebrate traditional festivals or nonrecurring special events.

b. Time off in recognition of local holidays is appropriate if most businesses close and employees of local host-nation businesses and government offices are released from work for part of or the entire day. Unless inconsistent with operational requirements, employees will be excused from work on request. Time off on these days will be subject to makeup time unless operational or security reasons make it unfeasible. Charging annual leave or leave without pay instead of makeup time is not authorized unless employees voluntarily agree in advance to such an arrangement.

c. An agreement with the servicing works council must be reached on any arrangements proposed by either management or the works council that provide for makeup time for time off on regular workdays before pertinent announcements are released to the workforce. The change or redistribution of regular daily workhours for time off and makeup time is subject to the works council codetermination procedure according to Article 69, in conjunction with Article 75(3)1, *BPersVG*. A works council's disagreement about makeup time is not justification for time off. An alternative for management would be to have regular workhours on the local holiday or to conclude a shop agreement with the concerned works council that provides for charging leave without pay or annual leave on the local holiday.

ARTICLE 28: EXCUSED FROM WORK

1. General.

a. This Article covers paid time off (for example, administrative leave) for special purposes. Administrative leave will not be charged to annual-leave entitlements. However, if the employee is already excused from work (for example, annual leave, sick absence) and an event takes place during this time, no entitlement to administrative leave exists. The principle of administrative leave is that an employee will be excused from work for a specific event covered in this Article if the employee would otherwise have to work. Administrative leave or time off will be authorized as follows:

(1) Administrative leave according to this Article (paras 2 through 5 below).

(2) Administrative leave according to German law (para 6 below).

(3) Administrative leave not covered by this Article (para 7 below).

(4) Time off subject to makeup time according to this Article (para 8 below).

b. Occurrence of the event itself does not authorize the employee to stay away from work. Administrative leave requires the supervisor's approval. If a reason in the meaning of paragraphs 2 through 6 below exists, as a rule, the request for administrative leave will be honored.

c. Time off under the provisions in paragraphs 7 and 8 below will be authorized only if consistent with operational requirements. While consideration should be given to the employee's desires and local practice, mission accomplishment and service needs must not be neglected.

(1) To the extent that it is consistent with operational requirements, the principle of equal treatment of all employees will be observed. The CPAC will act as coordinator between management officials of various U.S. Forces activities in the same location when approval of time off is a matter of joint concern.

(2) Approval of administrative leave will not result in the payment of premium rates to employees who cannot be excused from work for operational reasons.

2. Paragraph 1.

a. The employee will be required to provide appropriate evidence of the event. Supervisors may accept evidence after the employee returns to work in situations when evidence is not available at the time the administrative leave is approved.

b. The time periods listed in subparagraphs d through g of this paragraph are maximum entitlements. Within this framework, the supervisor will decide the duration of administrative leave based on the conditions of each case. The employee will be required to provide pertinent evidence if requested by the supervisor. Excused absence from work will be in direct timely connection to the event and for the purpose of accomplishing pertinent activities.

c. As an out-of-tariff measure, the provisions in subparagraph e of this paragraph also apply to employees who must take care of a sick child older than 12 years of age.

d. According to the *SGB V*, Article 45, the statutory health insurance provides for an entitlement to time off to care for a sick child of age 12 and below of up to 10 workdays per calendar year for each child (20 days for single parents). If two or more children need parental care, up to 25 days off may be taken during a calendar year (50 days for single parents). During the time off, the employee is in a leave-without-pay status and is entitled to sick pay from the statutory health insurance. Subparagraph f of this paragraph provides paid time off for up to 6 days per calendar year (a maximum of 2 days per sickness), which may be taken if the entitlements to unpaid release from work according to this Article, paragraph 6, and sick benefits according to Article 45, paragraph 1, *SGB V*, have been exhausted, or the entitlement to sick benefits does not exist or no longer exists. (For employees insured with a private health insurance company or by pertinent provisions of the *SGB V*, this entitlement will be modified or eliminated.)

e. Evidence produced by an employee for attending functions listed under subparagraphs g(1) or (2) of this paragraph must include information on whether or not and to what extent the summoning or sponsoring authority will compensate the loss of pay. If compensation is due, the *ADD-LaS* will be informed accordingly without delay for pay computation purposes and issuance of certificates as provided for in this Article, paragraph 4.

3. Paragraph 2. Management officials will excuse employees from work to attend trade-union functions that clearly meet the conditions of this Article, unless operational reasons are withstanding. Such time off will be administrative leave not to exceed 6 workdays in a calendar year. For periods exceeding this limit, the employee will be required to take annual leave or leave without pay.

a. A contracting trade union above the local level must initiate the request for the employee to attend a trade-union meeting. Contracting trade unions are listed in AE Pamphlet 690-60. The request must—

(1) Be addressed in writing to the employee concerned.

(2) Indicate that the employee's attendance is required at a trade union meeting and that the meeting is being held above the local trade-union level (for example, at international, Federal, or state (*Land*) level).

(3) Identify the employee's function at the meeting (for example, as a member of a trade-union managing committee or as a delegate). The term "delegate" refers to a trade-union member whom a constituent body of a trade union specifically elects as a representative.

4. Paragraph 3. A contracting trade union above the local level must forward a written invitation to the employee whose attendance at tariff negotiations covering employees of the Sending States Forces is requested. The request will specify the subject and the projected duration of tariff negotiations.

NOTE: Time off for attending union activities other than specified above may be approved if operational reasons are not withstanding. Such absence will be leave without pay unless the employee requests annual leave. This does not apply to works council members who attend union meetings related to works council functions or skill enhancement and advanced education activities as specified in the *BPersVG*, Article 46(6) or (7).

5. Paragraph 5. Employees who are granted annual leave on 24 December will be charged a half day of annual leave.

6. Administrative Leave According to German Law.

a. The *Zivilschutzgesetz* (Civil Defense Law), the *Katastrophenschutzgesetz* (Disaster Control Law), and the *Gesetz über den Feuerschutz und die Hilfeleistung* (Law on Fire Protection and Relief Work) provide for enlisting volunteers for civil defense, disaster control, or firefighting service.

(1) On enlistment, an employee will be entitled to administrative leave to participate in civil defense, disaster control, or firefighting activities or exercises. Employees will provide management the summons to civil defense, disaster control, or firefighting activities immediately on receipt. A copy of the summons will be forwarded through the servicing CPAC to the *ADD-LaS*.

(2) The German Government will refund the employee's pay and the employer's share of social insurance contributions for periods of administrative leave served in civil defense, disaster control, or firefighting activities according to applicable legal provisions. The *ADD-LaS* will request the refund based on pertinent time and attendance reporting and the summons.

b. The *Pflegezeitgesetz (PflegeZG)* (Law on Home Care Leave) provides two additional entitlements to unpaid work release for LN employees who have to assume responsibility for the care of close Family members:

(1) Short-term absence from work up to 10 days.

(a) Employees are entitled to be absent from work for up to 10 workdays to organize or provide care for a close Family member.

(b) They are obligated to immediately report their absence from work and its anticipated duration to the employer. On request, the employer will be provided with a medical certificate attesting the care dependency.

(2) Home care leave up to 6 months.

(a) On production of evidence, the employee will be released from work to attend a close Family member in need of care in his or her domestic environment.

(b) Employees have to announce the period of home care leave in writing at least 10 workdays before its start. They also have to determine duration and scope of home care leave. In case only part-time release is requested, both employer and employee will agree on the reduced hours and the distribution of the workhours. The employer will accommodate the employee's request unless it conflicts with compelling operational reasons.

(3) Article 7 of the *PflegeZG* identifies close Family members in a conclusive manner as: spouse, civil union partner, domestic partner, brothers or sisters, grandparents, parents, parents-in-law, children, adoptive or foster children, children, adoptive or foster children of spouse or civil union partner, children-in-law, and grandchildren.

(4) The employer is not obligated to continue payment of remuneration for the periods of absence listed above unless the more stringent prerequisites for paid time off under Article 28, *TV AL II*, are met. If so and on request, the employee will initially be granted time off with pay according to Article 28, *TV AL II*, before the periods of the work release entitlements specified under (1) will be effected without pay.

(5) The employer may not terminate employment from the time of announcement until completion of the periods of work release provided by the *PflegeZG* unless the termination has been approved by the highest Federal State authority for employment protection or its designated office.

(6) The annual leave entitlement of employees obtaining home care leave can be adjusted in accordance with Article 33, *TV AL II* ("1/12 rule"). However, the legal minimum leave entitlement (Art 3, *Bundesurlaubsgesetz (BUrlG)* (Federal Leave Law)) must be granted (for example, in case of a 5-day workweek, 20 days per calendar year/25 days for SHEs).

7. Administrative Leave Not Covered by This Article.

a. Attending Civic or Professional Functions. Employees may be authorized administrative leave with continued pay to attend civic or other functions of public interest, scientific, and other professional or vocational activities not covered by this Article.

(1) Administrative leave of up to 6 workdays within 1 calendar year may be granted if operational reasons are not withstanding and when the following conditions are met:

(a) The employee's attendance is requested by the authority or organization sponsoring the function. Written requests of the sponsoring authority or organization must be submitted to management officials either directly or through the employee, and must explain the purpose of the function and the reason for the employee to attend.

(b) The attendance is in the interest of management. This requirement is also met when the employee's attendance at functions of public interest or charitable causes enhances the U.S. Forces' relationship with the local community, host nation, or international organizations.

(c) The sponsoring authority or organization does not provide compensation for loss in pay to attending persons. A statement to this effect must be included in the letter of invitation.

(2) Approval of administrative leave of more than 1 day for each event rests with the management official delegated personnel authority. The servicing CPAC will advise management officials of the appropriate type of leave, based on the nature and scope of functions to be attended.

(3) Requests for exceptions to a(1) above will be referred to USAREUR G1 (AEAGA-CL) for approval.

b. Unit Outing. One day administrative leave per year may be granted for a unit outing.

8. Time Off Subject to Makeup Time. Time off may be granted for celebrating special events in certain parts of Germany where employees in the private and public sector are traditionally given time off. For example, *Rosenmontag* (Shrove Monday) and *Faschingsdienstag* (Shrove Tuesday) are traditional half workdays. Time off granted for these events will be subject to makeup time unless operational or security reasons make it unfeasible.

9. Travel Expenses. Reimbursement of travel expenses involved in attending or performing the functions or activities in this Article, paragraphs 7 and 8, is not authorized. The provisions of appendix R do not apply except for works council members who attend trade-union activities under the *BPersVG*, Article 46(6).

**SECTION 7
UNFITNESS FOR WORK**

ARTICLE 29: SICK PAY

1. Paragraph 1.

a. No entitlement to continued payment of earnings or sick pay supplement exists if the unfitness for work was caused by the employee's own fault. Examples of when the unfitness for work was caused by the employee's own fault include cases of—

- (1) Accidents caused by the employee's gross negligence.
- (2) Severe violation of safety provisions or medical instructions.
- (3) Illegal actions.

b. If there is reason to assume that unfitness for work was caused by the employee's own fault, the employing organization, in cooperation with the servicing CPAC and the works council, will research the case and make the pertinent determinations. If it is determined that unfitness for work was caused by the employee's own fault, the *ADD-LaS* will be informed accordingly for the purpose of withholding continued payment of earnings or sick pay supplement.

2. Paragraph 2.

a. For different types of sickness, the employee is entitled to continued payment of earnings for up to 6 weeks according to this paragraph, subparagraph a; or 12 weeks according to this paragraph, subparagraph b, for each type of sickness.

b. In case of recurring absence for the same type of sickness within 12 months from the beginning of the first period of unfitness for work, the employee is entitled only to continued payment of earnings for a total of 6 weeks (12 weeks according to subparagraph b) unless there was an interruption of at least 6 months between the last and the new absence for the same type of sickness. Short absences for the same type of sickness will be added up until a total of 6 weeks has been reached.

Example 1: An employee is absent for unfitness for work for 2 weeks from 4 through 17 January 2007, 3 weeks from 8 through 28 February 2007, and 3 weeks from 5 through 25 July 2007 for the same type of sickness. The employee will be entitled to continued payment of earnings for 2 weeks in January, 3 weeks in February, and 1 week of the 3-week period in July from 5 through 11 July 2007. Effective 12 July 2007, the employee will receive sick pay from his or her health insurance.

Example 2: An employee is absent for unfitness for work for 3 weeks from 4 through 24 January 2007, 2 weeks from 12 through 25 April 2007 for a different sickness, 8 weeks from 2 July through 24 August 2007, and 5 weeks from 18 January through 21 February 2008 for the same type of sickness as in January, July, and August. The employee will be entitled to continued payment of earnings for 3 weeks in January, 2 weeks in April (different type of sickness), and 3 weeks in July from 2 through 20 July 2007. Effective 21 July 2007, the employee will receive sick pay from his or her health insurance. Because the 12-month period has elapsed on 3 January 2008 (12 months from beginning of the first unfitness for work for the same type of sickness), the employee will again be entitled to continued payment of earnings for the entire period of absence in January and February 2008.

3. Paragraph 3. The sick pay supplement will be paid only on request of the employee. On receipt of notification of sick-pay entitlements from their health insurance carrier, employees may submit an informal request for payment of sick pay supplements to the *ADD-LaS*.

4. Paragraph 4.

a. Employees are required to notify their employing organization without undue delay when sickness prevents them from reporting to work. Either the employee or another person may give the information orally or in writing. The notification must include information on the probable duration of the unfitness for work. Each employing organization will ensure that employees know who to notify. As long as the employing organization has not been notified, the employee must be considered absent without leave.

b. If an employee is unfit for work for more than 3 calendar days, he or she is required to submit a medical certificate on the unfitness for work to reach the employing organization on the next workday. Examples are as follows:

Unfitness for work begins on—	Medical certificate is due on—
Monday	Thursday
Tuesday	Friday
Wednesday	Monday, unless Saturday is a workday
Thursday	Monday, unless Sunday is a workday
Friday	Monday

c. The employing organization will inform its employees of the correct address to which the medical certificate must be mailed if it cannot be delivered personally. Generally, no medical certificate will be required when the employee is absent for up to 3 calendar days and returns to work not later than the beginning of his or her regular tour of duty on the next workday. In justified cases (for example, if an employee repeatedly reports sick for 1 or 2 days before or after holidays or weekends), the employing organization may also require a medical certificate for such short periods of absence. The employee must be notified in advance of such a requirement in writing.

d. Follow-up medical certificates must arrive at the employing organization within 3 calendar days after the preceding certificates expire. In case of continued unfitness for work, the employee, or another person, is required to contact the employing organization without undue delay.

e. In case of shift work, the medical certificate also covers the part of a shift that falls on the day after the expiration date of unfitness for work as stated in the certificate. For example, if the medical certificate shows that the last day of unfitness for work is the 24th and the employee’s shift begins at 2000 of the 24th and extends to 0600 of the 25th, the period between 0000 and 0600 will also be covered by the medical certificate.

5. Reintegration of Employees on Long-Term Sick Absence. Reintegration of employees on long-term sick absence in the sense of the *SGB V*, Article 74, means that the employee, with the consent of the employer, is making efforts to return to work on a limited basis, although still unfit for work. The primary purpose of such a measure is the reintegration of the employee with the ultimate goal of recovering his or her full ability to work. The employer is not obligated to accept the duties performed by the employee as partial work performance. The reintegration must be approved unless operational reasons are withstanding. In case of acceptance, the employer is not obligated to compensate the employee for the duration of the integration measure. Time and attendance reports will continue to show these employees as unfit for work.

ARTICLE 30: SICK PAY IN CASE OF THIRD PARTY LIABILITY

Procedures for processing third party element reimbursements are in AE Regulation 690-72, section V.

[ARTICLE 31 – NOT USED]

[ARTICLE 32 – NOT USED]

SECTION 8 LEAVE PROVISIONS

ARTICLE 33: ANNUAL LEAVE

1. Paragraph 1. The leave year is equal to the calendar year.

a. For an average, regular 5-day workweek, the leave entitlement amounts to 30 workdays in a calendar year. For employees with a different distribution of regular weekly workhours, the leave entitlement will be determined according to this Article, paragraph 2.

b. The term “regular weekly workhours” is not necessarily synonymous with the term “regular workhours” in Article 9, as the former term may represent individual workhour agreements with employees (for example, part-time employment).

c. Employees who are appointed after previous employment in the same calendar year will be required to provide a certificate from their previous employer indicating the amount of annual leave already received in kind or cash for the current year. If a certificate cannot be provided (for example, the employer is located outside of Germany or a firm no longer exists), a formal written statement from the employee is acceptable.

(1) The certificate or statement will be used to establish leave entitlements at the time of appointment. It will be filed in the employee’s OPF until 31 December of the next year.

(2) Employees who do not produce the required documents will not be given leave for the calendar year of appointment.

d. Leave entitlements for the calendar year in which an employee is appointed will be recorded on AE Form 690-70E in item 18 and on AE Form 690-99H.

2. Paragraph 2. Workdays as used in this paragraph include weekdays on which the employee is normally required to work, as well as Saturdays, Sundays, and German legal holidays. (Easter Sunday and Whitsunday are not considered German legal holidays for leave purposes.) German legal holidays for which no compensatory time off is granted (Art 20, para 1f, Other Holiday Work) will not be charged as annual leave.

a. For employees working in shifts that start on one calendar day and end on the next calendar day, the calendar day on which the shift starts will count as the workday and cover the entire shift.

b. The conversion formula in subparagraphs b and c applies to a workweek of more or less than an average of 5 workdays per week. The basic entitlement for a 5-day workweek is 30 days in the leave year, and 36 days for SHEs. The conversion formula is as follows:

$$\frac{\text{entitlement for a 5-day workweek} \times \text{workdays per calendar year}}{250}$$

(1) If the workdays of the employee amount to more than 250 per year, subparagraph b of this Article applies, and resulting fractions will be disregarded. If the workdays of the employee are below 250 per year, subparagraph c of this Article applies and resulting fractions will be rounded to a full workday. The following are some computation examples:

Basic entitlement of 30 workdays:

Basic entitlement of 36 workdays:

6-day workweek

$$\frac{30 \times 302}{250} = 36.24$$

36 workdays leave

$$\frac{36 \times 302}{250} = 43.49$$

43 workdays leave

Firefighting personnel working 128 24-hour shifts per calendar year

$$\frac{30 \times 128}{250} = 15.36$$

16 workshifts leave
24 hours each

$$\frac{36 \times 128}{250} = 18.43$$

19 workshifts leave
24 hours each

(2) In case of a regular workweek of more than 5 workdays during a calendar year, the leave entitlement is 30 days plus 1/250 for each additional workday as shown below:

Number of additional workdays in a calendar year	Total regular workdays per year	Leave increase from the standard 30 days' entitlement to—
9 - 16	259 - 266	31
17 - 24	267 - 274	32
25 - 33	275 - 283	33
34 - 41	284 - 291	34
42 - 49	292 - 299	35
50 - 58	300 - 308	36
59 - 66	309 - 316	37
67 - 72	317 - 322	38

(3) In case of a regular workweek of less than 5 workdays during a calendar year, the leave entitlement is 30 days minus 1/250 for each workday below 250 days as shown below:

Number of workdays below 250 days in a calendar year	Total regular workdays per year	Leave reduction from the standard 30 days' entitlement to—
9 - 16	241 - 234	29
17 - 24	233 - 226	28
25 - 33	225 - 217	27
34 - 41	216 - 209	26
42 - 49	208 - 201	25
50 - 58	200 - 192	24
59 - 66	191 - 184	23
67 - 74	183 - 176	22
75 - 83	175 - 167	21
84 - 91	166 - 159	20
92 - 99	158 - 151	19
100 - 108	150 - 142	18
109 - 116	141 - 134	17
117 - 124	133 - 126	16

(4) In case of a regular workweek of more than 5 workdays during a calendar year, the leave entitlement for SHEs is 36 days plus 1/250 for each additional workday as shown below:

Number of additional workdays in a calendar year	Total regular workdays per year	Leave increase from the standard 36 days' entitlement to—
7 - 13	257 - 263	37
14 - 20	264 - 270	38
21 - 27	271 - 277	39
28 - 34	278 - 284	40
35 - 41	285 - 291	41
42 - 48	292 - 298	42
49 - 55	299 - 305	43
56 - 62	306 - 312	44
63 - 69	313 - 319	45
70 - 76	320 - 326	46

(5) In case of a regular workweek of less than 5 workdays during a calendar year, the leave entitlement for SHEs is 36 days minus 1/250 for each workday below 250 days as shown below:

Number of workdays below 250 days in a calendar year	Total regular workdays per year	Leave reduction from the standard 36 days' entitlement to—
7 - 13	243 - 237	35
14 - 20	236 - 230	34
21 - 27	229 - 223	33
28 - 34	222 - 216	32
35 - 41	215 - 209	31
42 - 48	208 - 202	30
49 - 55	201 - 195	29

Number of workdays below 250 days in a calendar year	Total regular workdays per year	Leave reduction from the standard 36 days' entitlement to—
56 - 62	194 - 188	28
63 - 69	187 - 181	27
70 - 76	180 - 174	26
77 - 83	173 - 167	25
84 - 90	166 - 160	24
91 - 97	159 - 153	23
98 - 104	152 - 146	22
105 - 111	145 - 139	21
112 - 118	138 - 132	20
119 - 124	131 - 126	19

c. This Article, subparagraph d, governs situations when the average regular weekly workhours are changed during the calendar year, either for operational requirements or when an employee is assigned to another place of work with different workhours. This provision does not apply to minor changes in the number of workdays per week resulting from varying shift schedules. The following is an example:

A firefighter is reassigned because of medical unfitness effective 1 September from a shift system (24-hour shift, 128 shifts per year) to a place of work with 5 workdays per week.

(1) If the employee had taken the entire leave before reassignment, the entitlement was 16 work shifts (each 24 hours).

(2) If the employee takes the entire leave after reassignment, the entitlement is 30 workdays.

(3) If the employee took 14 workshifts (24 hours) of leave before reassignment, the entitlement at the time of reassignment will be 1/8th of the total leave entitlement. Converted to the leave entitlement of 30 workdays, the remaining entitlement equals $30 \times 1/8 = 3.75$, which is then rounded up to 4 workdays according to the general rounding rules (for example, 0.5 and above is rounded to a full day; a fraction below 0.5 is disregarded).

3. Paragraph 3. According to this Article, paragraph 3, an employee may take leave only after completing 6 months of creditable employment with the Sending States Forces (Art 8) unless the employee leaves employment before completing the waiting period. As an exception, annual leave may be granted during the waiting period on an individual basis but not to exceed the accumulated entitlement. If employment starts in the second half of the calendar year, annual leave will be granted before the expiration of the transfer period (31 March of the next year).

4. Paragraph 4.

a. According to this Article, paragraph 4a, each calendar month during which employment existed for at least 15 calendar days will count as a full calendar month. For periods of suspension of employment because of military service or parental leave, the 1/12 principle applies with the proviso that leave reduction will be made only for each full month of absence according to the *ArbPlSchG* and the *Gesetz zum Elterngeld und zur Elternzeit (BEEG)* (Law on Parental Allowance and Parental Leave). Such periods do not generate a leave entitlement.

b. According to the revised *BUrlG*, the minimum annual leave entitlement for employees in Germany is established as 24 days (20 workdays for a 5-day workweek). Employees whose employment is terminated in the first half or starts in the second half of the calendar year are entitled to 1/12 of the annual leave for each full calendar month the employment existed. When employment is terminated during the second half or starts in the first half of the calendar year, employees are entitled to the full annual leave (24 days/20 workdays). These provisions take precedence over the provisions of this Article, paragraph 4c. The *BAG* has ruled that SHEs whose employment ends during the second half or starts during the first half of the calendar year are entitled to the full additional leave authorized by the *SGB IX*. This means that SHEs whose employment is terminated during the second half or starts in the first half of the calendar year must be granted at least 25 workdays of leave (20 workdays of annual leave and 5 workdays of additional leave authorized by law). The following tables show the entitlement to annual and additional leave in each month of the calendar year in case of a regular 5-workday week:

Leave Entitlement in Case of Termination				
	Annual Leave		Annual and Additional Leave	
	According to Article 33	According to law	According to Articles 33 and 34	According to law
January	3*	2	3*	2
February	5*	3	6*	4
March	8*	5	9*	6
April	10*	7	12*	8
May	13*	8	15*	10
June	15*	10	18*	13
July	18	20*	21	25*
August	20*	20	24	25*
September	23*	20	27*	25
October	25*	20	30*	25
November	28*	20	33*	25
December	30*	20	36*	25

*Employee leave entitlement

Leave Entitlement in Case of Instatement				
	Annual Leave		Annual and Additional Leave	
	According to Article 33	According to law	According to Articles 33 and 34	According to law
January	30*	20	36*	25
February	28*	20	33*	25
March	25*	20	30*	25
April	23*	20	27*	25
May	20*	20	24	25*
June	18	20*	21	25*
July	15*	10	18*	13
August	13*	8	15*	10
September	10*	7	12*	8
October	8*	5	9*	6
November	5*	3	6*	4
December	3*	2	3*	2

*Employee leave entitlement

c. The computation procedures for leave entitlement in case of reinstatement in subparagraph b above do not apply to employees with previous other employment in the same calendar year (para 1c above).

d. If an employee beginning parental leave or military service already received leave in excess of the entitlement to partial leave, the leave accrued on expiration of parental leave or military service will be reduced by the number of leave days previously granted in excess of the entitlement.

e. If an employee has not received the leave he or she was entitled to before military service or parental leave, it must be granted when the employee returns to work. If the employee does not return to work because the employment ends, the remaining leave entitlement will be compensated by cash payment.

5. Paragraph 5.

a. Supervisors and management officials will establish the annual leave schedule for their activities during the first 3 months of each calendar year. Principles and procedures for establishing the leave schedule are subject to the works council codetermination procedure.

(1) Principles and procedures may include the following:

(a) Opening and closing dates for submission of employee leave plans.

(b) Consideration of leave plans of the employee's Family members.

(c) Consideration of school vacations of the employee's children.

(d) Maximum number of employees who may be granted leave in an organization at the same time.

(2) Supervisors and management officials will ensure that planned leave periods do not overlap and that enough employees are present to meet operational requirements.

(3) Employee plans for leave will be honored unless they conflict with compelling operational requirements or prevailing rights of other employees. When leave plans cannot be accepted as requested, the supervisor will discuss the problem with the employee. If required, the agency chief or management representative will settle it with the works council.

(4) Supervisors and employees will adhere to the established leave plan unless unforeseeable events (for example, unexpected workload, sickness, loss of personnel) dictate changes. Changes to the leave plan proposed by employees or management require mutual agreement. If management and the employee cannot agree, the dispute will be settled with the works council under the codetermination procedure. If planned leave must be rescheduled for compelling operational reasons, the employee will be entitled to reimbursement of unavoidable expenses incurred because of rescheduling, provided the employee had previously informed management that expenses would occur if the leave was rescheduled.

b. Supervisors are responsible for ensuring that leave is not approved in excess of entitlements and that employees take their total leave in the current calendar year. If it is foreseeable that employment will end during the calendar year, supervisors will ensure leave is not granted in excess of the partial leave entitlement accrued at the time of termination.

(1) AE Form 690-99G will be used for requesting and approving leave. Supervisors or responsible timekeepers will maintain AE Form 690-99H for each employee. Before approving leave, the supervisor will ensure that the employee's leave entitlements indicated in part I of the leave request are verified against AE Form 690-99H. Any disagreements must be clarified with the employee before the leave is approved. The decision on the leave request should be made immediately.

(2) AE Form 690-99H will be forwarded to the gaining activity when an employee is reassigned to another employing unit within the area serviced by CHRA-E. If an employee transfers to an activity of the U.S. Air Force or AAFES-Eur, or vice versa, the employee's remaining leave entitlement on the day of the transfer will be recorded on AE Form 690-70E. Cash payment for leave will not be made if employment continues with the U.S. Forces in Germany.

c. According to the *BUrlG* an employee is entitled to annual leave immediately after a health cure. The employer is required to grant the annual leave provided the employee requests the leave and has remaining unused annual leave on the date the health cure leave ends.

6. Paragraph 6. Annual leave should be taken in the current calendar year. When this is not possible because of compelling operational reasons or for reasons personal to the employee, the unused leave will be transferred to the next calendar year and scheduled to begin on or before 31 March. The transfer of leave is not appropriate when it would represent only a convenience for the employee. Leave not started by 31 March will be forfeited, unless unfitness for work prevents the employee from taking it.

a. If unfitness for work prevents an employee from meeting the 31 March deadline for transferred leave, the employing activity will require the employee to start the leave no later than 2 months after fitness for work is restored; otherwise, the leave will be forfeited.

b. On return of the employee from military service or parental leave, unused annual-leave entitlements accrued before the beginning of military service or parental leave will be granted in the current or next calendar year.

c. In case of extended unfitness for work, the provisions in paragraph 6d, on the basis of a *BAG* decision, will not be applicable to statutory annual leave entitlements.

d. In case of extended unfitness for work, annual leave entitlements exceeding statutory annual leave entitlements from the previous year will be forfeited on 31 December of the next year.

Example: The employee has been unfit for work starting on 21 January 2007 and returns to work on 9 February 2009. The annual leave for calendar year 2007 exceeding statutory annual leave entitlements was forfeited on 31 December 2008.

7. Paragraph 7.

a. As a rule, employees will be required to take all annual leave accrued before employment ends by resignation, termination, or annulment contract. Cash compensation for unused annual leave will be the exception in cases where compelling operational or personal reasons prevent employees from taking their annual leave. In case of extended unfitness for work before the end of employment, the entitlement to cash compensation covers only the statutory minimum leave entitlement if additional tariff entitlements to annual leave have been forfeited in accordance with Article 33, paragraph 6d.

b. In case of an employee's death, the leave entitlement is forfeited and, consequently, there is no entitlement to cash compensation. As an exception, this does not apply if the employee after the separation lived and was capable to work for the period of the remaining leave entitlement and had already requested cash compensation for unused leave.

c. According to Article 6, section 2, of the *BUrlG* when the employment ends, the employer is obligated to issue a certificate to the employee that will include the following information:

- (1) Employee's name.
- (2) Date employment ended.
- (3) Annual leave entitlement in the calendar year.
- (4) Additional leave (SHEs).
- (5) Annual leave days granted or compensated in the calendar year.

ARTICLE 34: ADDITIONAL PAID LEAVE

1. Paragraph 1.

a. Employees who are granted severely handicapped status by the appropriate German authority (*Versorgungsamt*) or whose severely handicapped status discontinues during a calendar year are entitled to 1/12 of the additional leave authorized in this Article for each full calendar month the severely handicapped status existed. Fractions of leave days of at least 1/2 day will be rounded up. Fractions of less than 1/2 day will not be rounded. The additional leave will be requested on AE Form 690-99E.

b. When the certificate of severely handicapped status (*Schwerbehindertenausweis*) issued by the German authority indicates that the handicapped status was recognized retroactively to a year before the current calendar year, the employee will be entitled to the additional leave for the preceding year under the following conditions:

(1) The additional leave has not been forfeited according to the provisions established in this regulation to Article 33 (para 6 to Art 33).

(2) The employee informed management in writing on AE Form 690-99E at the time he or she requested the severely handicapped status.

(3) Since the request was filed, the employee had explicitly requested the additional leave from management in each calendar year on AE Form 690-99E, but the leave was not granted by management because it was uncertain whether the employee's request would be honored by the *Versorgungsamt*. Supervisors will keep the completed AE Form 690-99E on file until the official certificate is submitted, but for no longer than 2 years.

c. If an employee claims the additional leave and submits the certificate of recognition in the current calendar year for the first time, the employee's claim will be honored only for this year, even if the certificate is retroactive to the previous year.

d. The severely handicapped status is discontinued when the conditions for such status are no longer met. If the degree of the severely handicapped status decreases to less than 50 percent as determined by the German authority, the protection and entitlement to additional leave of the SHE will end at the end of the third calendar month after the effective date of nonappealability of the respective decision (Art 116, *SGB IX*).

e. Each employee who has been granted severely handicapped status is responsible for ensuring that his or her handicap data is kept up to date. If employees fail to submit documentation verifying the extension of their handicap status, the additional leave entitlement will end.

2. Paragraph 4. The partial additional-leave entitlement in case employment begins or ends during the current calendar year will be determined according to the provisions established in paragraph 4b to Article 33.

SECTION 9 COMPENSATION

ARTICLE 35: EMPLOYMENT OUTSIDE THE REGULAR DUTY STATION

See implementing instructions to appendix R and AE Regulation 690-68.

[ARTICLE 36: TOOL ALLOWANCE]

ARTICLE 37: PROTECTIVE AND OCCUPATIONAL CLOTHING

1. Paragraph 1. Employees will be issued protective clothing and equipment free of charge according to AR 385-10 when they are exposed to health-hazardous or severe working conditions. Funds will be provided by the employing organization. Supervisors are responsible for ensuring that subordinate employees wear such protective clothing or equipment and will take corrective or disciplinary actions in case of noncompliance.

2. Paragraph 2.

a. Occupational clothing is distinctive clothing that employees are required to wear on duty. Employees may also be required to wear insignias.

b. Employees required to wear occupational clothing should be provided the prescribed clothing free of charge. Funds will be provided by the employing organization.

c. If occupational clothing cannot be provided, employees will be paid the following occupational clothing allowance:

- (1) Initial allowance.
- (2) Maintenance allowance.
- (3) Replacement allowance.

d. The requirement to wear prescribed occupational clothing is recognized for the following employee categories:

(1) Chauffeurs (app F).

(2) Club, mess, and other catering personnel (app H). The term “occupational clothing” includes sanitary clothing prescribed by AR 40-5 for food-service worker personnel.

(3) Customer-service repair personnel.

(4) Firefighters (app P).

(5) Guards (app P).

(6) Logistics Field Operating Activity Maintenance Division personnel.

(7) Medical personnel (app K).

(8) Sales personnel (app T).

(9) Theater Logistics Support Center - Europe personnel.

(10) Troop dining facility personnel.

e. The above provisions are not applicable to items worn with prescribed occupational clothing (for example, shoes, socks, shirts) that are suitable to wear with civilian dress during off-duty activities.

f. The establishment of the requirement to wear occupational clothing and the consequent application of the provisions of this paragraph to employee categories not listed above will be subject to USAREUR G1 (AEAGA-CL) approval. Written requests for approval and justifications must be submitted to the USAREUR G1 (AEAGA-CL).

g. For Civilian Support employees, the provisions of AE Regulation 690-40 apply.

3. Provision of Occupational Clothing.

a. Occupational clothing prescribed for medical and food-service worker personnel will be obtained through normal supply channels and issued to employees. Common tables of allowances covering the employee categories concerned will provide the basis for the authorized type and quantity of items.

b. Occupational clothing for employee categories other than in subparagraph a above should be purchased through U.S. Army procurement channels. Whenever feasible, purchases will be made from U.S. sources (preferably AAFES-Eur).

c. The cost of provided occupational clothing items generally will not exceed €200 per year for each employee.

d. In deviation from subparagraph c above, up to €650 for firefighters and €260 for chauffeurs is authorized (or dollar-equivalent amount) if a complete set of clothing (for example, one coat, one pair of trousers, and one cap) must be provided or replaced.

4. Quantity and Type of Clothing.

a. Commanders will use the sections of AR 670-10 that pertain to the employee categories concerned for guidance on the type, number, and other specifications of required items of clothing. Items to be provided or to be purchased will be limited to—

(1) Basic occupational clothing items in AR 670-10.

(2) Articles of clothing that are part of distinctive-looking occupational clothing not suitable for wear as civilian dress during off-duty activities.

b. Employee categories for which AR 670-10 or a common table of allowances provides no guidance will be treated based on authorizations established for U.S. personnel in similar jobs. The limitations in subparagraphs a(1) and (2) above will be considered.

c. Only new or well-preserved and clean clothing will be issued. Employees will not wear discarded, ragged, or soiled occupational clothing, or items of uniforms with military insignias or that have a military appearance.

5. Allowances.

a. Initial Allowance. The initial allowance defrays the initial cost of outfitting an employee with required clothing at the time of indefinite appointment or placement in the position.

(1) The allowance covers a 1-year period. Payment normally will not be made before an employee's probationary period expires.

(2) Payment of the allowance to temporary employees is authorized only if clothing items needed on duty cannot be provided from turned-in stocks. Temporary employment within the meaning of this paragraph is employment not exceeding 1 year.

(3) The amount will not exceed the amounts established in paragraph 3 above for purchasing prescribed clothing items.

b. Replacement Allowance. This allowance covers the cost for replacing clothing that is worn out, damaged, or destroyed, or items that must be replaced as directed by the employing organization. The allowance will be paid based on invoices for replaced items and within the cost limits established in paragraph 3 above.

c. Maintenance Allowance. This allowance covers the cost of maintaining the required clothing in clean and neat condition.

(1) Payment is authorized if no free laundry or dry-cleaning is provided at U.S. Army or contractor facilities.

(2) The allowance will be paid from the second month after clothing has been issued or purchased by the employee.

(3) The allowance amounts to €20 per month. Employees covered by the scope of application of appendixes A, D, H, and K will be paid the allowances established therein.

6. Allowance Administration.

a. The employing organization will enter the authorized amount and request payment on an RPA. If actual costs of occupational clothing or items to be replaced cannot be determined, the authorized maximum rates will be indicated.

b. On receipt of invoices or other proof of expenditure, CHRA-E will prepare AE Form 690-70E to authorize payment. The *ADD-LaS* will disburse allowances with the employee's pay. On request of the employee, CHRA-E may authorize advance payment up to the authorized amount on AE Form 690-70E. If the advance payment exceeds the actual costs, the *ADD-LaS* will withhold the difference from the employee's pay.

c. Based on a request by management officials, CPACs may arrange with the *ADD-LaS* for payment directly to the supplier of occupational clothing. This procedure is recommended when purchases are made for several employees at the same time. When delivery has been confirmed, the CPAC will give the *ADD-LaS* payment authorization in writing with pertinent invoices.

7. Responsibilities.

a. Management officials are responsible for—

(1) Issuing guidance on wearing and maintaining occupational clothing.

(2) Issuing authorized items of clothing and maintaining prescribed records.

(3) Initiating the payment of allowances.

(4) Ensuring the proper wear, maintenance, replacement, and disposition of occupational clothing.

b. CPACs are responsible for—

(1) Helping administer agreements on occupational clothing and informing employees of requirements according to paragraph 8c below.

(2) Issuing payment authorization according to paragraph 6c above.

c. CHRA-E is responsible for processing requests for payment of allowances.

8. Employee Obligations.

a. Employees who are provided occupational clothing will keep the clothing neat and clean. Items lost, damaged, or no longer usable through the employee's fault will be replaced at the employee's expense.

b. When employment ends or employees are reassigned, employees will be required to turn in their occupational clothing for use by the employing organization. Management officials may waive this requirement for items that are unsuitable for further use.

c. Employees who fail to turn in any or all of their occupational clothing items will be reported immediately to the CPAC. The CPAC will arrange with the *ADD-LaS* for withholding an appropriate amount of pay until the matter is settled. At the employee's request, the works council will participate in the initiation of such action. The employing organization will determine the employee's liability for missing items and the amount to be withheld from the employee's pay.

SECTION 10 SOCIAL PROVISIONS

ARTICLE 38: DEATH BENEFITS

1. Paragraph 1.

a. Eligibility under this Article, subparagraph b(2), will be proven by submitting a certificate from the *Einwohnermeldeamt* (Residents Registration Office) and a statement of the claimant that he or she lived in a joint household with the deceased employee. Claimants are ineligible if they were merely subtenants in the deceased employee's quarters or vice versa.

b. The person who will be eligible for death benefits according to this Article, subparagraph b(3), will be the person who initiated the actions required for the funeral and also committed him- or herself to personally bear the costs. Whether or not he or she must make expenditures out of his or her own means will be immaterial. Eligibility will be proven by submitting the undertaker's bill and receipts addressed to the claimant.

c. Documentation under this Article, subparagraph b(2) or (3), will suffice when a beneficiary meets both requirements.

d. If only one beneficiary claims death benefits within a reasonable period after an employee's death, the benefits may be disbursed to him or her after submission of an official death certificate and a review of his or her eligibility. This payment will nullify not only the claim of any eligible beneficiaries of the same priority category, but also of eligible beneficiaries of a higher priority category (this Art, para 4b).

NOTE: The beneficiaries are also entitled to death benefits when the employee dies during the time employment is suspended.

2. Paragraph 4. Management officials, in coordination with the servicing CPAC, will determine the person authorized to receive the death benefits. If several persons claim the benefits, the responsible official will decide in the order of priority as stated in this Article, paragraph 1b. Management officials will make an appropriate entry on an RPA and submit the RPA to CHRA-E. CHRA-E will prepare AE Form 690-70E to authorize the payment of death benefits.

ARTICLE 39: EMPLOYER'S PENSION SCHEME

1. Section A.

a. According to this Article, section A, employees are covered by a group life insurance that includes supplementary accident insurance. Details are in the group life insurance contract.

b. Employees appointed for the first time after reaching 60 years of age or for temporary periods that do not exceed 1 month, or 3 months for AAFES-Eur employees, are not eligible for coverage.

c. On appointment, the *ADD-LaS* will issue each eligible employee an insurance certificate that shows the contract provisions and actions required for claiming benefits from the insurance company.

2. Section B.

a. General. Under German Law, employers must give all employees who are obligated to contribute to the statutory pension insurance the opportunity to conclude a supplemental retirement insurance contract with an insurance carrier licensed by the German Government. The Sending States Forces in Germany have implemented this legal obligation by giving employees the opportunity to contribute to a pension fund.

b. Paragraph 1.

(1) Pension-fund contracts provide for the following options of contributing to the pension fund in the form of income conversion:

(a) Income Conversion According to Article 3 (63), *Einkommensteuergesetz (EStG)* (Income Tax Law). The converted amount is tax-free and not subject to social-insurance contributions. The maximum amount that may be paid into the pension fund is 4 percent of the assessment limit for the statutory pension insurance. This amount is increased by €1,800 for employees hired after 31 December 2004.

(b) Income Conversion According to Article 10a, *EStG (Riesterrente (Riester Pension))*. Payments into the pension fund are taxable and subject to social-insurance contributions. Employees taking advantage of this type of income conversion are entitled to supplements from the German Government provided a certain percentage of the employee's gross income for the previous year is converted to include the supplements.

(2) According to an agreement concluded with the insurance carrier, interested employees will be advised by insurance agents during individual counseling sessions at U.S. Forces installations.

c. Paragraph 5.

(1) Although contributions to the pension fund are borne exclusively by individual employees, the transfer of monetary amounts is the responsibility of the employer and will be effected by the *ADD-LaS*.

(2) Employees wishing to convert income for payment into a pension fund must conclude an agreement with the employer. The agreement must be signed by the employee and a designated representative of the U.S. Forces, and submitted to the *ADD-LaS*.

ARTICLE 40: VACATION AND CHRISTMAS BONUSES

1. Paragraph 1. See implementing instructions to appendix V.

2. Paragraph 2. See implementing instructions to appendix W.

[ARTICLE 41: PAYMENTS FOR PROPERTY ACCRUAL]

ARTICLE 42: PAY PROTECTION IN CASE OF REDUCED CAPABILITY

1. General. The provisions of this Article do not establish an employee's entitlement to a position offer. However, if another position at a lower level is offered because of the employee's reduced capability in the current position, the employee will be entitled to an income-protection supplement. Continued employment in a position at a lower level requires prior notice of change in employment conditions unless the action is taken in mutual agreement.

2. Paragraph 1. A job-related accident or vocational disease must be recognized by the *Unfallkasse des Bundes* (Federal Accident Insurance Agency) before the income-protection supplement will be granted.

SECTION 11

TERMINATION OF EMPLOYMENT

ARTICLE 43: TERMINATION OF EMPLOYMENT DURING PROBATIONARY PERIOD

Paragraph 1. During the probationary period, a notice of termination may be given to an employee without stating the reason. The reason, however, must be documented on an RPA, which will be filed in the employee's OPF for reference. Termination notices will be issued in writing.

ARTICLE 44: SEPARATION WITH ORDINARY NOTICE

1. Paragraph 1. The term "ordinary notice" refers to the termination of employment by management (separation) or the employee (resignation) that is effected for any reasons while observing the full length of the advance-notice period.

a. The advance-notice period prescribed in this Article, subparagraph a, applies to all cases of resignation except when otherwise stipulated in individual employment contracts or when an employing organization separates an employee who has worked for less than 6 months. The length of employment at the time the notice is issued is the decisive factor.

b. Notice periods for separation or resignation may be reduced or waived by mutual agreement. Management officials will approve employee requests for such a concession only if consistent with operational needs. Employees who leave employment without observing the advance-notice period or in an unauthorized manner before the end of the notice period are guilty of breach of their employment contract. In such cases, the employment ends on the day the employee abandons his or her position.

2. Notice for Change of Employment Conditions. An ordinary notice does not apply to only separation from employment, but also to termination of an employee's employment contract for adverse change of employment conditions. The effective date of the new employment contract with changed conditions will be the day after the end of the notice period unless an earlier date is mutually agreed on. An employee's reassignment may be earlier than the date of the new employment contract indicating the changed employment conditions.

a. According to Article 19, *BEEG*, a general 3-month notice period will apply if the employee who is entitled to parental leave terminates his or her employment effective the end of parental leave.

b. According to Article 10, *MuSchG*, a female employee may terminate employment during pregnancy and during the protection period after childbirth effective the end of the protection period without observing any notice period.

c. The following Army in Europe regulations provide provisions on termination of employment with ordinary or extraordinary notice:

(1) AE Regulation 690-64.

(2) AE Regulation 690-84.

ARTICLE 45: SEPARATION WITH EXTRAORDINARY NOTICE

1. Paragraph 1. The term “extraordinary notice” means immediate dismissal of an employee for an “important reason” by written notice. However, it may be appropriate to grant a social grace period based on the circumstances of the case. For example, this would be appropriate if an instant dismissal would be contrary to the concept of termination protection for long-term employees within the meaning of the “Protection Agreement.”

2. Paragraph 2. “Important reason” justifying an employee’s immediate removal are for example, theft, embezzlement, falsification of documents absence without leave). AE Regulation 690-64 provides details on how to initiate a removal action for disciplinary reasons.

3. Paragraph 3.

a. The time required for investigation and the employee’s response to the charges is part of the fact-finding process and normally does not count toward the 2-week limit. The employer must make every possible effort to research the circumstances of the incident without delay.

b. According to Article 79, paragraph 3, *BPersVG*, the works council must be heard before the extraordinary notice. The works council must provide concerns under specification of reasons in writing within 3 workdays. Hearing and declaration of the termination must be effected within the 2-week time limit.

ARTICLE 46: TERMINATION OF EMPLOYMENT WITHOUT NOTICE

1. Paragraph 1.

a. A year of age is completed on the day before the individual’s birthday. This means that an employee completes his or her 65th year of age on the last day of a month if his or her birthday falls on the first day of the next month.

b. Under all given circumstances, the employment contract will expire at the end of the month in which the employee’s birthday falls.

2. Paragraph 2.

a. Temporarily granting a pension because of diminished working ability does not end the employment. In this case, the employment is suspended with all rights and obligations. As a matter of principle, entitlements acquired during employment will not be lost. Entitlements normally due after the employment has ended (for example, cash payment for annual leave, group life insurance benefits) cannot be claimed during the suspension.

b. Rights and obligations may be claimed only for the period of suspension if the tariff agreement explicitly provides for it. The tariff agreement explicitly provides for the payment of acquired entitlements to the vacation and Christmas bonus as explained in subparagraph g below.

c. The employment is suspended effective the applicable date according to this Article, subparagraph 2a (that is, the first day after the calendar month during which the notification is served; or, if the initial date of pension payments is after the receipt of the notification, the day preceding the day of initial pension payment). The employee is obligated to immediately inform the employer of receipt of the notification.

d. The suspension ends with the expiration of the last day of the period for which the pension due to diminished working ability had been approved. If this period is again extended temporarily, the suspension will continue. If the pension due to diminished working ability is approved for an unlimited period, the employment will end according to this Article, subparagraph 2a.

e. Creditable periods of employment:

(1) The suspension period is not considered as a creditable period of employment within the meaning of Article 8. However, the creditable periods of employment achieved before the suspension period begins will remain valid.

(2) The suspension period will not be considered when determining the creditable waiting periods according to Article 55, paragraph 2. The suspension period will also not be considered for determining qualifications with respect to years of specialized, general, or specific experience, or similar criteria.

f. The entitlement to annual leave according to Article 33, paragraph 4a, is to be curtailed for the period that the employment is suspended. During this period, annual leave may neither be approved nor compensated for by cash payment.

g. The Christmas and vacation bonus entitlements that were accrued before the employment was suspended will be paid on the respective due date, even if the employment is suspended on this date, provided the eligibility requirements have been met. The provisions of appendixes V and W will apply.

h. While employment is suspended, no entitlement to payment of property accrual according to Article 41, paragraph 2, exists.

ARTICLE 47: FORM OF TERMINATION NOTICE

1. Paragraph 1.

a. The agency chief and management officials with delegated personnel authority have the authority to sign notices of termination and/or notices of change in employment conditions. The original delegation of personnel authority must be attached to the letter of termination. Details are regulated in AE Regulation 690-64 and AE Regulation 690-84.

b. The servicing CPAC will help management prepare notice letters.

(1) AE Regulation 690-64 provides guidance for preparing notice letters.

(2) AE Regulation 690-84 provides guidance for preparing notice letters in case of a RIF.

2. Paragraph 2.

a. Notice letters for termination with ordinary notice may not be issued before the works council cooperation procedure has been completed (AE Reg 690-64).

b. For time limits involved and works council participation in case of extraordinary termination notice, see the implementing instructions to Article 45, paragraph 3.

ARTICLE 48: TESTIMONIALS AND CERTIFICATES

1. Paragraph 1.

a. On request of the employee, the employing activity will issue a certificate covering the nature and length of employment. The information provided in the certificate will be limited to—

(1) The designation of the employing activity.

(2) The employee's name and date of birth.

(3) The period of employment from the date of appointment with the employing activity through the date of separation.

(4) The type of work performed by job title or a brief description.

b. The servicing CPAC will prepare the certificate based on the documentation in the employee's OPF if an employee requests that the certificate indicate previous periods of employment with other U.S. Forces activities.

2. Paragraph 2.

a. A testimonial will include the same information as shown in paragraph 1 above and a descriptive statement of the employee's positions held during the period of employment with the organization. Information on the employee's performance (for example, proficiency, productivity, commitment), conduct on duty (for example, cooperation, promptness, courtesy), and the reason for separation will be included if the employee so desires.

b. A testimonial must provide an employee's history in factual and precise terms. Statements or omissions in testimonials must be carefully considered as to the possible effect on the employee's future employment opportunities. The following information will not be included:

(1) Periods of absence for sickness.

(2) Whether the employee is a member of a works council. A testimonial issued to a full-time works council chairperson or member will not include information on full-time performance of works council functions. If duties performed before full-time performance of works-council duties cannot be used to provide detailed information, the testimonial will show only the type and duration of employment and, if requested, the reason for separation.

(3) Statements on work performance or conduct during previous employment with another U.S. Forces activity, unless the current activity is the successor organization of the former one.

c. Testimonials are vouching documents. Employees and future employers can sue for damages incurred from incorrect, misleading, or omitted information. Officials who prepare or sign testimonials will ensure the contents are factual and in line with the instructions in subparagraphs a and b above.

d. The employing activity will issue a testimonial on an employee's request as early as possible, but not later than on the effective date of separation. An employee may ask for an interim testimonial. Each testimonial will be prepared individually and signed personally by the chief of the employing activity or designated supervisor of the employee. Copied and form testimonials are not permissible.

e. The servicing CPAC will help prepare testimonials on request. A copy of each testimonial issued will be forwarded to CHRA-E for filing in the employee's OPF.

3. Release of Information to Prospective Employers. Prospective employers outside the U.S. Forces may contact the CPAC for information on job applicants previously or currently employed within the CPAC-serviced area. The CPAC will not provide information unless the identity and legitimate interest of the requester are established. When provided, information will be limited to facts as would be stated in an employment certificate (para 1 above) or have been stated in a testimonial already issued to the employee. Additional information may be provided only if the employee agrees to the release of the information.

SECTION 12 OTHER PROVISIONS

ARTICLE 49: PRECLUSIVE TIME LIMITS

1. Paragraph 1. The term "preclusive time limits" means that entitlements will be forfeited if no claim is made within the period prescribed. Employee claims will be filed in writing with the supervisor, the servicing CPAC, or the *ADD-LaS*. Employer claims will be made by the employing agency or the *ADD-LaS*.

2. Paragraph 2. This Article, subparagraph 2a, concerns pure mathematical computations (that is, mathematical errors). This Article, subparagraph 2b, applies to cases when the basis for computation is incorrect; and the computation itself is correct.

3. Paragraph 3. The 6-month time limit for retroactive change to another grade or pay schedule with higher pay is determined from the date that the employee asserts the written claim for reclassification. The time required to review and make a decision on the claim cannot be charged against the 6-month period. Claims will be processed without delay.

4. Waivers. Time limits will not be waived under any circumstances without USAREUR G1 (AEAGA-CL) or AAFES-Eur approval.

[ARTICLE 50: MAKING TARIFF AGREEMENTS AVAILABLE]

MAJOR PART II GENERAL PROVISIONS ON CLASSIFICATION AND GRADING

SECTION 13 ASSIGNMENT TO WAGE AND SALARY GROUPS

[ARTICLE 51: CLASSIFICATION]

ARTICLE 52: RECLASSIFICATION AND CHANGE OF TARIFF

1. Paragraph 1.

a. Management officials are responsible for allowing an employee to perform higher level duties only if officially assigned to the employee. When duties have been assigned, the employing organizations will immediately forward an RPA to CHRA-E.

b. Retroactive upgrading is not authorized unless facts prove that higher level duties were performed in the past. The basis for the established retroactive effective date will be explained in the remarks column of the RPA. No action will be retroactive for more than 6 months after the date the employee's claim was filed (Art 49, para 3) or the date the RPA was initiated by management.

c. The AE Form 690-70E effecting the retroactive promotion will state the following in item 18:

“Retroactive promotion effective . . . is based on the *TV AL II*, Article 52 (and Article 49*).”

“*Rückwirkende Höhergruppierung ab . . . nach § 52 TV AL II (*und § 49).*”

*Where appropriate, a reference to Article 49 will be added.

d. Promotions and reclassifications resulting from a change of tariff grade-level definitions, USAREUR classification guidelines, or other regulations will not be retroactive unless otherwise provided for in respective implementing instructions.

e. For employees who are changed to lower grades, the provisions of Article 5 of the *Tarifvertrag vom 2. Juli 1997 über Rationalisierungs-, Kündigungs- und Einkommenschutz (SchutzTV)* (Tariff Agreement, 2 July 1997, Protection From Rationalization Measures, Termination of Employment, and Income Protection (Protection Agreement)), on income protection will apply as an out-of-tariff measure analogously. This also applies to a change of tariff resulting in lower pay as described in paragraph 2 of this Article.

NOTE: Provisions for the change from the tariff to the special salary rate schedule are in AE Regulation 690-91.

ARTICLE 53: TEMPORARY CHANGE OF DUTIES

1. Paragraph 1.

a. The provisions on temporary promotions govern situations in which an incumbent of a position who is absent from work is replaced by another employee, as well as the temporary assignment of higher level duties of a vacant position.

b. Higher level duties will be temporarily assigned using procedures according to the relevant provisions of AE Regulation 690-70. The selection of an employee for the temporary assignment of higher level duties is subject to the works council cooperation procedure according to the provisions of number 2, paragraph 1, Article 75, in conjunction with Article 72, *BPersVG*. If there are SHEs in the employing agency, the appropriate SHE representative group must be heard according to the provisions of paragraph 2, Article 95, *SGB IX*.

c. Generally, the assignment of higher level duties will be effected only if it is not operationally feasible to assign the work, or the part of the work that is grade-controlling, to an employee in the same or higher grade. In this case, the higher level duties should be assigned to an employee whose grade is closest to the grade of the position of the absent employee or the vacant position.

d. The temporary promotion will be effected only if the higher level duties are predominantly performed. The provisions of Article 51, paragraph 3, apply. The higher graded position must be correctly graded according to tariff classification provisions.

e. If duties are temporarily assigned to replace a military Servicemember or U.S. civilian employee, a job description and evaluation statement will be prepared for evaluation of the position under pertinent classification provisions, and for determination of the proper grade. If the grade is higher than the grade held by the replacing employee, a temporary promotion will be effected.

f. If it can be anticipated that the replacement period will exceed 30 calendar days, management officials will immediately submit an RPA to CHRA-E. On return of the replaced employee, management officials will immediately submit an RPA to terminate the temporary promotion. If the replaced employee vacates the position, management officials will immediately submit an RPA to terminate the temporary promotion.

g. The temporary promotion will be discontinued on the date when the temporary assignment of higher level duties ends. Management officials will submit an RPA to terminate the temporary promotion in a timely manner.

h. The time spent in the temporary grade level will be credited for step advancement in the permanent grade level. This time will also be credited for step advancement if the employee is selected for a vacant position and is permanently upgraded.

i. An employee will be temporarily upgraded in the current step of his or her permanent grade by applying the provisions of Article 55. The employee will receive a step increase in the temporary grade when he or she has served the waiting period for further step advancement.

j. When a step increase is due in the permanent grade, the employee will remain in the step initially placed in the temporary grade level until he or she is relieved of higher level work and returns to the previous duties. During temporary promotion, a step increase due in the permanent grade will not result in a step increase in the temporary grade level.

k. An employee returning to his or her permanent position will be placed in the step he or she previously held or advanced to by receiving credit for the time spent in the higher grade.

2. Paragraph 2. Probationary assignments of higher level duties should be made if an employee's ability to fully meet the job requirements is not evident from his or her qualification, experience, or previous performance. The employee will not be upgraded or receive additional pay during probation. Should he or she fail on probation, the employee will return to his or her previous position, which must be kept open for the duration of the probation. The probation period will not exceed 3 months and must be documented in writing.

SECTION 14 ASSIGNMENT OF SALARY STEPS

[ARTICLE 54 – NOT USED]

ARTICLE 55: SALARY STEPS (LENGTH OF SERVICE ALLOWANCE)

1. Paragraph 1.

a. Step 1 applies to employees who are newly appointed or reappointed after a break in service. Application of paragraph 6, this Article, may also result in the assignment of step 1.

b. As an exception to subparagraph b, the waiting period in step 1 will be extended according to this Article, paragraph 3d.

2. Paragraph 2.

a. For determining the creditable waiting period, all periods of employment the employee has served in salaried jobs of the same or a higher level with the Sending States Forces (including the U.S. Forces in Berlin) will be added up.

b. Periods of employment with employers other than the Sending States Forces (for example, the *Bundeswehr*) will not be credited.

c. According to Article 59, paragraph 2, work performed in one of the salary groups 4, 5, 6, or 7, and work performed in the a-group related to each of these groups, will be considered as being of the "same level" within the meaning of this provision.

3. Paragraph 3.

a. Based on the provisions of subparagraph a, the employee will be placed in step 1 under the following circumstances:

(1) Initial appointment with the U.S. Forces. Creditable periods of employment the employee has acquired with other Sending States Forces within the meaning of this Article, paragraph 2a, will be credited retroactively after the probationary period ends according to subparagraph b, second sentence.

(2) Reappointment after an interruption in employment as defined in Article 8, paragraphs 2 and 4. When the employee is reappointed with the U.S. Forces after the first workday after the expiration of the 3 months' period (Art 8, para 2a); or the expiration of a period of 12 months in case of a RIF (Art 8, para 2b), he or she will be placed in step 1. This also applies to employees reappointed with the U.S. Forces within the 3-month period after termination of employment through his or her fault, or resignation by the employee when the conditions of Article 8, paragraph 4, are not met.

b. According to subparagraph b, the employee will be placed in the salary step determined according to this Article, paragraphs 1a and 2a, if there was no break in service according to Article 8, paragraphs 2 and 4. If there was a break in service, the employee will be placed in the step he or she is entitled to based on his or her creditable waiting period after completing the waiting period in step 1.

4. Paragraph 5. In case of assignment to a lower grade on the employee's request, the provisions of this paragraph will also apply provided the employee has served more than 36 months in the higher grade.

5. Paragraph 6.

a. If the effective date of the tariff change coincides with the effective date of the employee's next step increase in the former grade (that is, the first day of a month), the higher step will be the basis for the step assignment in the new grade.

b. If a salaried employee is reassigned to a lower paid wage-earner position and later is selected for a white-collar position of equivalent or lower grade, he or she will be assigned the step held before the change from a salary tariff to a wage tariff if more advantageous to the employee. Credit will also be given to the time served in that step before the change from a salary tariff to a wage tariff.

6. Paragraph 7. According to a *BAG* decision, the respective Sending State is the employer of the LN workforce. Consequently, there is only one employer for all LN employees employed with the U.S. Forces in Germany.

a. If an employee is selected for a position in another employing organization or component Service (for example, USAFE), the chief of the losing activity and the chief of the gaining activity will coordinate the effective date of the transfer in compliance with AE Regulation 690-70. The provisions of paragraph 4 above will apply accordingly.

b. The agreement between the new employing activity and the employee on application of this Article, subparagraph 7c(2), will be documented on an RPA before the reappointment is effected. The adjustment of a step assignment by an agreement reached after reappointment is not permissible.

SECTION 15 WAGE GROUP CLASSIFICATION A FOR WAGE EARNERS

[ARTICLE 56: WAGE GROUPS]

ARTICLE 57: LEADERS

Paragraph 1.

a. The responsibility of leaders involves the performance of regular nonsupervisory trades or labor work coupled with the immediate direction of work performed by subordinate workers. Leaders set the pace, are responsible for the technical adequacy of work performed, and will report to the supervisor the status and progress of work and anticipated completion. Leaders are responsible for the quality of work accomplishments and for assuring full use of worktime, the avoidance of idleness, and the proper use of breaks and lunch periods.

b. Management officials will appoint only leaders who are highly qualified to technically supervise the work performance of subordinates.

[ARTICLES 58 THROUGH 63]

**MAJOR PART IV
FINAL PROVISIONS**

**SECTION 19
PROCEDURES ON MATTERS IN DISPUTE**

ARTICLE 64: REVIEW OF CLASSIFICATION

An LN employee under the *TV AL II* who is dissatisfied with the evaluation of his or her position has the right to seek a classification review according to this Article.

[ARTICLES 65 THROUGH 67]

[APPENDIXES A THROUGH L]

**APPENDIX M
PROVISIONS ON PARTICIPATION IN MANEUVERS
AND SIMILAR MILITARY EXERCISES**

1. Section A, Employees Who Occasionally Participate in Maneuvers or Similar Military Exercises of the Stationing Forces.

a. Paragraph 1.

(1) An employee is participating in a military exercise if the employee is directed by his or her employing activity to perform duties during an exercise that are directly contributing to the mission of the participating employing activity. Participation in a military exercise excludes TDY status and vice versa.

(2) Personnel who assess maneuver damages or perform similar functions related to a maneuver are not participating in military exercises.

(3) All employees of activities participating in military exercises may be directed to participate provided employees are in a physical condition and state of health that enables them to undergo field conditions. Employees under age 18 will not participate in military exercises.

b. Paragraph 2. According to Article 3, *ArbZG*, daily work hours may not exceed 8 hours. Regular workhours may be extended to 10 hours per day only when the average workhours per workday (*Werktag*) do not exceed 8 hours (48 hours per week) within a 12-month period. Daily workhours may also be extended to 10 hours or more if the exception provisions in Article 7, *ArbZG*, apply.

c. Paragraph 3.

(1) Only one flat-rate maneuver compensation according to appendix M, paragraph 3, subparagraphs c(1), (2), or (3), will be paid.

(2) The 4 full workdays (*Werktage*) (app M, para 3d(4)) may be interrupted by a weekend or a legal holiday. For example, if participation starts on a Wednesday at 1400 and is completed on the following Tuesday after 1200, the employee will be entitled to 3 days off with pay (one each for Saturday, Sunday, and the period of 4 full days (Thursday, Friday, Monday, and Tuesday)). If participation in the exercise ends before 1200 on Tuesday, the 4-day requirement is not met. Standby and travel time count as exercise hours.

d. Paragraph 4. Employees will be authorized to use troop dining facilities while on military exercises on a reimbursable basis at the rates established at the beginning of each fiscal year and according to the procedures prescribed by AR 30-22. If civilian facilities must be used, employees will be reimbursed for costs against receipts.

e. Paragraph 5.

(1) Employees will be provided emergency medical care during military exercises. Employees incapacitated because of sickness or accident will be returned to their permanent duty station or domicile as soon as possible, except in severe cases that require hospitalization.

(2) In case of hospitalization, maneuver participation will end, but the employee will receive a reduced day allowance in analogous application of appendix R-I.2c. Travel-expense compensation for the period of hospitalization through the day of return to the permanent duty station or residence will be claimed by using AE Form 690-69B. The employing agency will certify on this form that the employee was hospitalized during the exercise and returned home as soon as released from the hospital. DD Form 1610 is not required in this case.

2. Section B, Employees of the 8530th Civilian Support Group of the U.S. Stationing Forces in Hohenfels.

a. Paragraph 1. Employees who continue to perform work at their regular worksite but in direct support of the exercise assignment and whose workhours are established in deviation from Article 9, reference 1b, or other relevant special provisions will also receive the flat-rate exercise payment in the amount of €50.00/exercise day (app M, sec B, para 3b(1)). If these employees have to perform work in the field for more than 4 hours per day, they will receive the flat-rate exercise payment in the amount of €75.00/exercise day (app M, sec B, para 3b(2)). Compensation for periods of work performed in the field of less than 4 hours but at least 30 minutes is regulated in paragraph 3c (below).

b. Paragraph 2.

(1) Subparagraph a. According to Article 3, *ArbZG*, daily workhours may not exceed 8 hours. Regular workhours may be extended to 10 hours per day only when the average workhours per workday (*Werktag*) do not exceed 8 hours (48 hours per week) within a 12-month period. Daily work hours may also be extended to 10 hours or more if the exception provisions in Article 7, *ArbZG*, apply.

(2) Subparagraph b. The following principles governing the preparation of exercise work schedules may be regulated in a shop agreement:

(a) Period of advance notice of an exercise assignment.

(b) How the paid days off will be granted (for example, coherent, that they may be combined with annual leave, weekends, etc.). The amount of paid time off cannot be subject to a shop agreement since it is regulated by tariff.

(c) Principles for determining the number of employees who have to participate in an exercise assignment to avoid excessive or very low workhours per employee.

(3) Subparagraph c. The decision whether an extension of the exercise assignment to up to 21 consecutive days is required rests with the agency chief. The extension will be the exception and must be justified. The agency chief will also decide whether the day preceding the exercise assignment counts as exercise day or regular workday (*Arbeitstag*). If work directly connected with the exercise assignment has to be performed on the day immediately following an exercise assignment that covered more than 6 consecutive days, this day will count as exercise day.

(4) Subparagraph d. According to subparagraph 2d, a day off under subparagraph 2c can also be a substitute regeneration day for an exercise assignment on a Sunday. Examples:

(a) If an exercise assignment starts on a Tuesday and ends on Friday of the following week, Saturday will be a day off under subparagraph 2c and also a substitute regeneration day under subparagraph 2d.

(b) If an exercise assignment starts on a Tuesday and ends on Saturday of the following week, Sunday will be a day off under subparagraph 2c and a substitute regeneration day on a workday (*Werktag*) for the exercise assignment on Sunday will be granted within a period of 2 weeks before or after the exercise assignment. IAW Article 11, *ArbZG*, the Sunday must be included in the 2-week period.

(c) If an exercise assignment covers 7 or more consecutive days and ends on the day before a German holiday, the holiday will be a day off under subparagraph 2c and a substitute regeneration day on a workday (*Werktag*) for the exercise assignment on Sunday will be granted within a period of 2 weeks before the exercise assignment or after the exercise assignment. The Sunday must be included in the 2-week period.

(5) Subparagraph e. The day off for an exercise assignment on a German legal holiday will be granted in addition to the day off under subparagraph 2c. IAW Article 11, *ArbZG*, the German legal holiday must be included in the 2-week period.

(6) Subparagraph h.

(a) The employee will receive 1 day off with pay for every 4 exercise days. For example, if an exercise assignment covers 15 exercise days, the employee will receive 3 days off and the remaining 3 exercise days will be recorded and added to the exercise days of the next exercise assignment.

(b) Periods of assignment of less than 4 hours but at least 30 minutes per day will be recorded separately for each type of assignment (app M, subparas 3b(1) and (2)). If the amount of such recorded periods for each type of assignment exceeds 4 hours during a calendar year, they will count as another exercise day and the appropriate flat-rate exercise rate established in appendix M, subparagraphs 3b(1) or (2) will be paid. These exercise days will be added to the exercise days of the next exercise assignment. If at the end of the year the sum of the different exercise assignments exceeds 4 hours (for example, 3 hours at the regular worksite and 2 hours in the field), these fractions will be added up and employees will receive the higher flat-rate exercise payment of €75.00.

(c) Employees may be directed to take days off for operational reasons. Due consideration, however, will be given to the employees' wishes.

c. Paragraph 3.

(1) Employees who have to perform work in the field for more than 4 hours per day will receive the flat-rate exercise payment established in subparagraph 3b(2) for that day. If the employee has to perform work at his or her regular worksite and in the field in excess of 4 hours per day, but the time spent in the field does not exceed 4 hours, he or she will be paid €50.00 for that day. Periods of assignment in the field of less than 4 hours but at least 30 minutes will be recorded by the organization. If the amount of such recorded assignment periods exceeds 4 hours during a calendar year, they will receive the flat-rate exercise payment in the amount established in subparagraph 3b(2) for the next exercise day for which only €50.00 would be due.

d. Paragraph 4.

(1) The provisions in AE Regulation 690-40 will apply to the participation in accommodations.

(2) In lieu of free subsistence, employees will be paid a subsistence allowance in the amount of €9.00 per exercise day at their permanent duty station.

e. Paragraph 5. If employees are in TDY status, they will receive the appropriate day allowance established in appendix R. The subsistence allowance in subparagraph 3d(2) above will not be paid for these exercise days.

[APPENDIX P]

**APPENDIX R
PROVISIONS REGARDING DUTY TRAVEL OUTSIDE THE PERMANENT DUTY STATION
(RE ART 35)**

General. A traveler on official business will exercise the same care when incurring expenses and accomplishing a mission that a prudent person would exercise if traveling on personal business. Incurring excessive costs, taking circuitous routes, having unnecessary delays, and using luxury accommodations that are not needed to perform a mission or cannot be justified is not considered as exercising prudence.

I. GENERAL PROVISIONS

1. General. Employees will generally be directed to conduct official duty travel by an approved travel order (DD Form 1610). Supervisors will ensure that travel orders are issued before travel begins. Exceptions will be kept to a minimum and restricted to cases when essential mission accomplishment or an emergency does not permit the travel to be delayed until the travel order has been issued.

a. Before beginning travel, AE Form 690-69A must be completed by the employee, signed by the supervisor, and submitted to the appropriate resource management office with the travel order.

b. On completion of travel, AE Form 690-69B will be completed by the employee and together with DD Form 1610 and AE Form 690-69A submitted to the *ADD-LaS* without delay to claim reimbursement for travel expenses.

(1) The preclusive time limits established by Article 49 will apply. Employees who do not submit reimbursement claims within 3 months after completing travel will forfeit their entitlement to reimbursement.

(2) The *ADD-LaS* is not authorized to honor late requests for reimbursement without the approval of the USAREUR G1 (AEAGA-CL) or AAFES-Eur, unless it is evident that the delay was caused by circumstances beyond the control of the employee concerned.

c. Instructions for completing DD Form 1610 are in paragraph 6 below. Instructions for completing AE Form 690-69A and AE Form 690-69B are attached to the forms.

d. A travel order is not required for 1-day duty travel within Germany or for duty trips. In these cases, travel expenses will be reimbursed based on the information provided on AE Form 690-99J and corresponding receipts. For this purpose, AE Form 690-99J must be completed by the employee and submitted to the timekeeper after approval by the supervisor at the end of the month. Timekeepers will submit AE Form 690-99J in original with the original receipts to the *ADD-LaS*. The provisions of subparagraph b(1) above apply accordingly.

2. Paragraph 1.

a. The term “municipality” includes all parts located within the political boundaries of the municipality.

b. As a rule, “place of duty” in the sense of paragraph R-I.1a is the workplace where the employee regularly reports for duty. The workplace is considered as the point of departure for computing the distance according to paragraph R-I.1c.

c. It does not matter whether the domicile from which the employee departs for work is his or her main domicile or a secondary domicile. As a rule, the point of departure or return is the domicile from which the employee normally departs when reporting to the place of duty.

d. If a large installation as defined in paragraph R-I.1b extends over several municipalities and the distance from the point of departure to a destination within the same installation exceeds 15 kilometers (km), the trip will be considered a duty trip and not duty travel within the meaning of paragraph R-I.1a, even if it is for more than 8 hours. In this case, partial day allowance under paragraph R-IV will not be paid. CPACs, in consultation with the responsible garrison commander, will establish boundaries of large installations and inform all serviced activities concerned of the boundaries.

e. The definition for point of departure in paragraph R-I.1c is an important aid for determining whether a trip is considered as duty travel in the meaning of paragraph R-I.1a or a duty trip. “Building complexes” are several buildings that form a compound because of a fence or their collocation (for example, barracks areas, activities with shops, office buildings, and depot areas). The employing agency will determine the point of departure and inform all concerned, including supervisors, employees, and works councils. Once a point of departure is determined, it may be changed only if relevant material conditions have changed. The purpose of this provision is to ensure that the computation of the distance for employees who work in buildings of the same complex is based on the same point of departure.

3. Paragraph 2.

a. The employing agency will establish the point of departure and the point of completion of duty travel. If a travel order (DD Form 1610) is issued, item 11 must be completed accordingly.

(1) The employee’s domicile may be designated as the point of departure if the employee is not required to report to his or her employing agency before beginning duty travel, the distance between the employee’s domicile is closer to the destination than the employing agency, or it is in the best interest of the employing agency in view of comparative costs or other considerations.

(2) The point of departure and the point of completion may differ if it is in the best interest of the employing agency.

(3) The term “destination” in paragraph R-I.2b may mean another TDY station.

b. An overnight stay before the day of official business will not be authorized if the employee can reach the TDY station before the beginning of official business on that day without undue burden. As a rule, employees should not be required to depart before 0600. In addition, the employee should have at least 11 hours of rest before traveling according to the *ArbZG*. For drivers, the provisions in paragraph F-I.2c must be observed. If official business begins on a Monday or a workday after a German legal holiday, it should be scheduled to begin at a time that permits travel during regular workhours on Monday morning or on the morning of the day after the legal holiday.

c. “Immediately” in the sense of paragraph R-I.2c means without delay at the fault of the employee. As a rule, the employee would report by telephone.

d. If duty travel extends over a weekend or other work-free days, the employee may be directed to return to the permanent duty station or domicile if official business does not require the employee to remain at the TDY station and it is determined that it is more economical for the employee to return in terms of travel expenses and in consideration of the travel time involved. However, sound judgment must be used when directing the employee to return. (For example, the distance to be traveled, mode of travel, weather conditions, and the physical condition of the employee must be considered.)

4. Paragraph 3.

a. Travel time is not considered work time. This also applies if a POV is used by the employee for his or her convenience. Whenever possible, duty travel will be scheduled so that employees may travel during their regular duty hours and not on their own time.

b. According to paragraph R-I.3b(3), employees who are directed to travel on a duty-free Saturday, Sunday, or German legal holiday will receive lump-sum compensation in the amount of 4 hours' basic pay, regardless of the duration of travel. All employees including those salaried employees listed in AE Regulation 690-58, paragraph 4e(4), and in the special salary schedule will be entitled to the lump-sum compensation, which is not considered to be compensation for actual time worked.

c. Travel time for which compensation is made according to subparagraph b above is not considered worktime and will not be reported through the LN time and attendance reporting system. AE Form 690-69B has been amended to allow for the documentation of duty travel of the type described above.

d. Paragraph R-I.3c provides for an exception to paragraph R-I.3b(1). The note for the record on paragraph R-I.3c clarifies which periods of driving are considered work time for employees other than drivers.

e. Travel time is not considered work time when employees only transport objects such as briefcases, working material, or other items for their personal use.

f. The provisions in paragraph R-I.3b(3) do not apply to employees whose periods of driving are considered work time and who are compensated according to paragraph R-I.3c.

5. Paragraph 4.

a. The employee is obligated to comply with the instructions from management officials relating to the travel route and the mode of transportation to be used.

b. As a rule, the shortest route is usually the most economical. However, the distance to be traveled should not be the only consideration. Other factors (for example, road conditions, the number of towns to be crossed) that may make a longer travel route more economical must be considered (for example, if a TDY station can be reached 1 hour earlier by using the autobahn, although the distance to be traveled is 25 km greater than the shortest route).

c. According to paragraph R-I.4c, second sentence, employees will not be paid per diem rates, although the employee may be in duty-travel status. The employee will be reimbursed for transportation costs.

d. Expenses for using public transportation will be reimbursed if the use was necessary to conduct official business. Receipts will be required if an employee files a claim for expenses of more than €5.

e. The use of taxi is permissible to conduct official business if public transportation is not available or the use of public transportation would not be practicable under the circumstances. The use of a taxi will be authorized in item 2 of AE Form 690-69A.

f. Car rental may be authorized only by the employing organization when other suitable modes of transportation are not available or are not more advantageous to the employing organization. Reimbursement will be limited to the costs incurred while using the rental car for official business. The employee must pay any costs generated by using a rental car for nonofficial purposes. The authorization for car rental will be included on DD Form 1610 and in item 2 of AE Form 690-69A. Expense receipts for using a rental car must be attached to AE Form 690-69B, and costs incurred by nonofficial use must be shown separately. Incidental expenses incurred in connection with the car rental will be reimbursed based on an itemized statement on AE Form 690-69B or on an enclosure. Receipts must be attached. Reimbursement for the cost of purchasing extra collision insurance (over and above mandatory liability insurance) will be governed by the Joint Travel Regulation (JTR), volume II, paragraph C2102-D.

g. Other incidental costs will be reimbursed if they were required in connection with the duty travel and to the extent the expense was unavoidable. If an employee claims other incidental costs of more than €5, the total amount must be documented by receipts. An exception applies to items for which a receipt usually cannot be obtained (for example, expenses incurred by using public telephones or parking meters). Each incidental item must be listed on AE Form 690-69B or attached to the form, and the date incurred, type of item, and amount claimed must be indicated. The employee will confirm with his or her signature that the incidental costs were essential for completing official business.

h. Employees will be compensated for travel expenses after they complete the duty travel and submit DD Form 1610, AE Form 690-69A, and AE Form 690-69B to the *ADD-LaS*.

i. Advance compensation for travel expenses requested by an employee will be made based on DD Form 1610 and AE Form 690-69A. The employee will forward DD Form 1610 and AE Form 690-69A directly to the *ADD-LaS*. The forms should reach the *ADD-LaS* no later than 3 workdays before the employee begins duty travel. If urgent, the forms may be sent by fax. The *ADD-LaS* will determine the amount of the advance compensation and transfer the partial payment to the employee's bank account without delay.

j. A standing TDY advance may be granted if the employee cannot be reasonably expected to defray all costs in advance.

(1) Standing TDY advances may be granted only if—

(a) Funds are available.

(b) The employee is required to be in a TDY status on a regular and continuing basis.

(2) The standing TDY advance will be adjusted if it is determined that the TDY payments over a 6-month period deviate considerably from the amount that was used as the basis for granting the TDY advance.

(3) Standing TDY advances will be withdrawn immediately if the criteria for granting the TDY advance are no longer met.

(4) The amount of the standing TDY advance will be determined by the supervisor based on an estimate of the expected average monthly TDY payments for a 12-month period. This amount, however, may not exceed €500. For AAFES-Eur employees, the Commander, AAFES-Eur, will determine the maximum amount.

(5) The approval, adjustment, and withdrawal of standing TDY advances are a supervisory responsibility. Actions will be requested using an RPA.

(a) The RPA must indicate one of the following actions:

1. Standing TDY advance/*Laufender Reisekostenvorschuss*.

2. Withdrawal of standing TDY advance/*Streichung des laufenden Reisekostenvorschusses*.

3. Adjustment of standing TDY advance/*Angleichung des laufenden Reisekostenvorschusses*.

(b) The employee must sign the following statement:

“I agree to the payment of a standing TDY advance of € _____. I acknowledge that the TDY advance may be adjusted or withdrawn by the employing organization at any time and that the amount may be deducted from my regular monthly earnings or outstanding TDY reimbursements.”

“Ich stimme der Zahlung eines laufenden Reisekostenvorschusses in Höhe von € _____ zu. Ich bin mir bewusst, dass der laufende Reisekostenvorschuss jederzeit von der Beschäftigungsdienststelle angepasst oder entzogen werden kann und der Betrag von meinen monatlichen Bezügen oder noch ausstehenden Reisekostenerstattungen einbehalten werden kann.”

NOTE: The signed statement will be submitted to CHRA-E for filing in the employee’s OPF.

(c) The respective euro amount will be entered in part I, column 9, of the RPA. The employing organization will submit the RPA through CHRA-E to the *ADD-LaS*.

(6) CHRA-E will maintain a current roster of employees granted a standing TDY advance. The roster will show the employing organization, the name of the employee, and the amount.

6. Instructions for Completing DD Form 1610.

a. Item 12: In the block *RATE PER MILE*:, add *KM* and the applicable amount in euro according to paragraph R-II.2.

b. Item 13: Mark the *OTHER RATE OF PER DIEM* block and enter *I AW TV AL II, appendix R*.

c. Item 16: Use the *REMARKS* block to enter special authorizations for TDY. Examples for TDY outside Germany include the following:

(1) “Access to AAFES facilities and the commissary is authorized.”

(2) “Free medical care is authorized.”

II. REIMBURSEMENT OF TRANSPORTATION COSTS

Paragraph 1. Employees may not be directed to use a POV but may be authorized if it is more advantageous to the Government. The authorization to use a POV must be annotated on DD Form 1610 in item 12 by marking the block *ADVANTAGEOUS TO THE GOVERNMENT*. If the employee uses a POV for personal convenience, the reimbursement of transportation costs will be limited to the cost of common carrier transportation. In this case, the block *MILEAGE REIMBURSEMENT AND. . .* in item 12 must be marked.

III. TRAVEL ALLOWANCE FOR DUTY TRAVEL OF SEVERAL DAYS

Paragraph 2.

a. If an overnight stay was not required because travel was done during nighttime, a night allowance will not be paid.

b. If, for personal reasons, the employee departs earlier or returns later than is required for official business, any expenses associated with the early departure or late return will not be reimbursed. AE Form 690-69B will be annotated to indicate the time periods and expenses attributable to early departure or later return.

c. The maximum night allowance will be determined by the employing organization.

(1) The maximum lodging rates for localities will be selected from the JTR, volume II, appendix B. If a locality is not on the JTR list, the rate for *OTHER* will apply. Lodging rates may also be obtained online at <https://www.secureapp2.hqda.pentagon.mil/perdiem/>.

(2) Dollar rates will be converted to euros using the four-digit official exchange rate from the 266th Financial Management Center homepage at <https://www.266fc.hqusareur.army.mil>.

(3) Information on night allowance must be entered in block 16 of DD Form 1610 and in block 3 of AE Form 690-69A.

(4) If the maximum lodging rate based on the JTR is not sufficient, management officials may approve an increased rate. This should be limited to exceptional cases.

d. Costs for meals are not included in the total night allowance.

(1) If costs for meals are shown separately on the hotel bill, the respective amount will be deducted from the total amount charged.

(2) If costs for meals are included in the hotel bill, the total amount charged will be reduced according to the note of record re paragraph R-III.2a and the remaining amount will be reimbursed.

e. An employee may be directed to stay at a designated hotel only if deemed appropriate by management officials. In this case, the blocks *Hotel as directed/Hotel wie angeordnet* and *Yes/Ja* on AE Form 690-69A must be marked.

f. Free quarters.

(1) The term “free quarters” means that the U.S. Forces provides its own accommodation or other accommodation for which it directly pays the costs. In this case, *Free quarters/Freie Unterkunft* on AE Form 690-69A must be marked. If an employee is required to pay a service charge for using bachelor officers quarters, the respective amount is considered as an incidental cost and will be reimbursed accordingly. The use of free quarters may be directed only if the free quarters offered are not substandard. The term substandard is defined in paragraph R-III.2b(2). Shanties, tents, and rooms occupied by two or more persons are considered substandard.

(2) If an employee accepts free quarters before traveling and the quarters are not considered substandard, the basic night allowance in paragraph R-III.2a will be paid.

(3) Quarters that do not meet minimum standards will not be offered to employees. To meet minimum standards, the quarters must—

(a) Not be occupied by more than four persons.

(b) Be adequately heated from 1 October through 30 April.

(c) Have adequate lighting.

(d) Be adequately furnished. This means at least one bed, chair, and locker with a key for each occupant, and one or more tables sufficient for all occupants.

IV. DAY ALLOWANCE FOR 1-DAY DUTY TRAVEL

Paragraph 1.

a. The provisions in this paragraph also apply if the employee's work assignments require him or her to regularly leave the permanent duty station and to return on the same day (employment outside the regular duty station with daily return). If duty travel is performed more than once on any 1 calendar day, the periods of absence will be totaled.

b. The provisions of paragraph R-I.1a concerning the 15-km distance apply.

c. Claims for reimbursement of travel expenses must be made according to AE Regulation 690-99.

V. TRAVEL EXPENSE REIMBURSEMENT FOR DUTY TRAVEL OUTSIDE GERMANY

General. The tariff provisions and implementing instructions on TDY within Germany apply unless supplemented or modified by the following provisions:

1. One-Day Travel.

a. DD Form 1610 and AE Form 690-69A are required for 1-day travel when performed outside Germany. To determine the applicable day-allowance rates, management officials will select the tax-exemption rate for the country where official business will be conducted. Rates can be found at <http://www.bundesfinanzministerium.de> (search for *Auslandsdienstreisen*). If the TDY is to several countries, the rate for the last country where official business was conducted will apply. The rate must be documented on AE Form 690-69A, block 3.

b. For 1-day travel performed outside Germany, the day allowance computed and paid by the *ADD-LaS* will be based on the following absences:

If absent for—	The percentage of German tax exemption rate applicable to the respective country or stated euro rate will be—
8 hours or more but less than 12 hours	33%, but not less than €8
12 hours or more but less than 14 hours	33%, but not less than €14
14 hours or more	66%, but not less than €14

2. TDY of Several Days.

a. Management officials will determine day allowances and maximum night allowances as follows:

(1) The day and night rates for both CONUS and OCONUS will be obtained online at <https://secureapp2.hqda.pentagon.mil/perdiem/>. These rates will be annotated on DD Form 1610, block 16, and on AE Form 690-69A, block 3.

(2) For day allowances, the local-meals rate plus the local-incidentals rate for the respective countries or localities will be entered on the forms. These rates constitute the day allowance rate. For maximum night allowances, the maximum lodging rate for the respective countries or localities will be entered.

b. The amount of the day allowance will not be based on actual expenditures. If the computation of the day allowance results in an amount lower than the day-allowance rate for TDY in Germany, the amount for the latter will apply.

c. There are no German tax limits on the maximum night allowance if costs are documented. The employee must submit documentation of overnight-stay expenses. For each overnight stay without documented costs, only the night-allowance rate according to paragraph R-III.2a, as applicable for TDY in Germany, will be reimbursed. Rates exceeding JTR rates require advance approval by the USAREUR G1.

d. On the days when the travel begins, the country reached before 2400 (local time) will be used to determine the applicable day-allowance rate. For the calendar day of completion of TDY, the rate for the last locality in the country outside Germany where official business was conducted will apply. If return travel extends to several days, the rate for the country reached before 2400 (local time) applies. When TDY is by air, a country is considered to be reached at the time of arrival at the air terminal.

e. For the day when travel begins and the day travel is completed, the day allowance computed and paid by the *ADD-LaS* will be based on the following absences:

If absent for—	The percentage of the daily allowance (JTR rate) or stated euro rate will be—
8 hours or more but less than 12 hours	50%, but not less than €12
12 hours or more	100%, but not less than €24

f. If a car rental is authorized, expense receipts must be attached to the travel voucher with a translation of cost items into English or German, whichever is applicable.

g. Expenses for use of a taxi or other commercial transportation will be reimbursed. If the required receipts cannot be obtained, reimbursement may be made on the employee's certification that the use was required in the interest of official business and duty travel.

h. The following expenses are reimbursable as indicated:

(1) The employee is required to procure health-insurance coverage for the period of TDY outside Germany if travel is for more than 1 calendar day. Costs for this health insurance will be reimbursed if documented.

(2) When travel by military plane is directed, the cost of flight insurance providing similar coverage as would have been included in the fare for commercial air transportation will be reimbursed.

(3) Expenses for inoculations, passports, visas, and other necessary travel documents will be reimbursed if documented.

(4) Expenses that were unexpected and outside the employee's control for services or charges directly related to the travel will be reimbursed.

i. Due to the special mission of the 6966th Trailer Transfer Center, management officials, in deviation from the provisions in paragraphs 2a through g above, may reach an agreement on the application of the provisions in paragraph 1 above to TDY of several days with the local works council in a shop agreement.

VI. DUTY TRIPS

1. A duty trip is travel that does not meet the definition of duty travel (para R-I.1a) because either of the following applies:

a. The TDY station is less than 15 km from the point of departure.

b. The TDY station is more than 15 km from the point of departure but is located within the municipality or large installation of the employee's permanent duty station.

2. Fares for commercial or public transportation (limited to the rate for the cheapest means available), compensation for authorized POV travel, and incidental costs incurred for necessary parking fees and official telephone calls will be reimbursed. AE Form 690-99J will be used for this purpose.

VII. CHANGE OF PERMANENT DUTY STATION

1. In case of a RIF or in lieu thereof for employees temporarily transferred or detailed to a new permanent duty station before the effective date of the respective personnel action, the employee will be compensated in analogous application of the provisions in this appendix as an overtariff measure. According to German tax law, these employees are not considered to be on TDY status if, at the time of the temporary transfer or detail, it was known that they will not return to their previous permanent duty station. Consequently, the tax-free amounts applicable in cases of TDY do not apply and this type of travel must be reported to the *ADD-LaS* separately. The benefits indicated in this appendix will be authorized by entering the following statement in the remarks block of AE Form 690-70E:

“The employee is entitled to benefits in analogous application of the provisions of *TV AL II*, appendix R, until _____. These benefits are subject to taxation and social-security contributions as far as they exceed the tax-free amounts.

Der Arbeitnehmer hat Anspruch auf Leistungen in analoger Anwendung der Bestimmungen des Anhang R TV AL II bis zum _____. Diese Leistungen sind steuer- und sozialversicherungspflichtig, soweit sie die steuerlichen Freibeträge übersteigen.”

2. AE Regulation 690-68 provides provisions on benefits in case of change of permanent duty station after the effective date of the respective personnel action.

[APPENDIXES S THROUGH T]

APPENDIX V PROVISIONS ON THE VACATION BONUS (RE ART 40, PARA 1)

1. Paragraph 3.

a. The entitlement to the vacation bonus in case of the suspension of employment is outlined in paragraph 2g of the implementing instructions to Article 46.

b. Employees whose employment is suspended on 1 May because of Article 1, section 1, of the *ArbPlSchG* are entitled to the vacation bonus if on the day of their draft into basic military service they have completed 12 months of service. The vacation bonus will be 2 percent of the creditable earnings the employee has received in the 12 calendar months preceding the cutoff date (1 May). The vacation bonus will be paid with the earnings disbursed for the month during which the employee departs for basic military service.

c. Employees who continue employment after basic military service will receive the vacation bonus on the first due date (31 May) after the day of resumption of work if they have completed 12 months of service (including time of basic military service) on the cutoff date. The vacation bonus will be 2 percent of the creditable earnings the employee has received in the 12 calendar months preceding the cutoff date.

2. Paragraph 4. Employees who are separated before 1 May of a calendar year and, on the effective date of separation, have completed the required 12 months of service, or whose employment is suspended on 1 May will receive a partial bonus payment.

3. Paragraph 5.

a. The vacation bonus for the current calendar year is forfeited under the following conditions:

(1) In case of separation by the employing organization by ordinary notice for a reason that would justify an extraordinary termination for an important reason (Art 45).

(2) The employee breaks the employment contract (abandonment of position) or does not observe the full notice period (Art 44) as required by management. In such a case, the employee has grossly violated his or her obligation to loyalty in employment relations.

b. If the employee has had cause for extraordinary termination of employment (immediate resignation) for a valid reason (Art 45, para 3) and immediately leaves employment, the bonus may not be withheld.

4. Paragraph 6. When the provisions of appendix V.5 apply during the period June through December, the total bonus already paid will be offset against the employee's remaining entitlements. The servicing CPAC will notify the *ADD-LaS* of this fact immediately. A corresponding statement will be entered in the remarks section of the AE Form 690-70E effecting the separation of the employee.

APPENDIX W PROVISIONS ON THE CHRISTMAS BONUS (RE ART 40, PARA 2)

1. Paragraph 1.

a. The Christmas bonus will be paid to employees who—

(1) Are employed on 31 October or whose employment is suspended on 31 October.

(2) Have completed by that date at least 6 months of continuous employment with the U.S. Forces.

b. If the employment is under notice of termination on the date of the bonus payment (last banking day in November) because of the employee's fault or resignation, the entitlement will be forfeited. This, however, does not apply if any of the following applies:

(1) The separation is not the employee's fault.

(2) The resignation is due to early retirement.

(3) The employee has had cause for extraordinary termination (immediate resignation) for a valid reason (Art 45).

c. Management officials will inform the servicing CPAC immediately of notices of resignation and dismissals for cause that occur before the day that the Christmas bonus is disbursed. The CPAC will promptly notify the *ADD-LaS* to ensure the Christmas bonus is withheld.

2. Paragraph 3. The entitlement to the Christmas bonus in case of suspension of employment is outlined in paragraph 2g of the implementing instructions for Article 46.

3. Paragraph 4. The AE Form 690-70E effecting the separation of employees who are liable for refunding the Christmas bonus will include a pertinent statement in the remarks section. Employees married to a member of the U.S. military service or civilian component who resign to accompany their spouse to another country will not be held liable for refunding the Christmas bonus. In these instances, the following statement will be entered in the remarks section of AE Form 690-70E: "Resignation to accompany spouse/*Kündigung durch den Arbeitnehmer, um Ehegatten zu begleiten.*"

CHAPTER 3

LOCAL NATIONAL EMPLOYMENT POLICY IN GERMANY OVERTARIFF CONDITIONS

SECTION I

GENERAL

3-1. PURPOSE

This part includes provisions for implementing conditions of employment outside *TV AL II* by agreement between HQ USAREUR and the Federal Ministry of Finance.

3-2. AUTHORITY

a. Overtariff conditions in this part constitute joint U.S. Forces policy established under the provisions of USEUCOM Directive 30-6 by the Civilian Personnel Coordinating Committee for Germany. References to numbered joint policy letters in this part are made to identify the particular policy established between U.S. Forces elements and the Federal Ministry of Finance.

b. Overtariff conditions are for either mandatory application or optional use as prescribed in the appropriate section. Management officials with delegated personnel authority are authorized to approve optional conditions and may delegate this authority to subordinate supervisors unless the appropriate section prescribes otherwise. Decisions on the approval or disapproval of optional conditions will be made in cooperation with the servicing CPAC to ensure equal treatment of employees who are in comparable situations and meet the same prerequisites.

SECTION II

SOCIAL INSURANCE SUPPLEMENTS

(Joint Policy Letter No. 4, 17 Jan 69; updated 10 Dec 80)

3-3. GENERAL

a. German social security law prescribes coverage of all employees by statutory pension insurance for retirement and disability benefits. Half of the contributions (premiums) of statutory pension insurance are paid by the employee (employee's share) and half are paid by the employer (employer's share).

b. Mandatory coverage by statutory health insurance applies to all employees whose annual earnings do not exceed the assessment limit established by the German Government at the beginning of each calendar year. Provisions on health insurance are established in paragraph 3-5 below.

3-4. EXEMPTIONS FROM STATUTORY PENSION INSURANCE MEMBERSHIP

a. Until 31 December 1975, certain groups of salaried employees could be released from membership in statutory pension insurance if they purchased an equivalent commercial life insurance policy. Once secured, a certificate of release constitutes permanent exemption from mandatory membership in statutory pension insurance. This certificate does not prevent an employee from voluntarily making further payment of contributions to increase benefits received during an earlier period of mandatory membership. Employees who maintain a commercial life insurance policy, including those who also contribute voluntarily to the statutory pension insurance, will be paid an employer's share of insurance premiums (pension-insurance supplement) on request.

(1) On notification by management officials on an RPA, CHRA-E will change or cancel the supplement without notice by submitting AE Form 690-70E to the *ADD-LaS* if the conditions under which the supplement was authorized change or cease to exist.

(2) By March of each year and before termination of employment, all employees receiving a pension insurance supplement will be required to provide evidence of insurance contributions paid for during the preceding calendar year or for the period from 1 January of the current year through the date of separation. The evidence will be provided to the servicing CPAC for submission to the *ADD-LaS*.

(3) An employee who fails to produce the required evidence will be required to refund the social security supplements received since the date of the last review. An employee whose receipts show lower contributions than those used for determining the supplement will be required to refund the overpaid amount.

(4) During periods of leave without pay or other absences without pay, the supplement will be continued for a maximum of 3 months if evidence of payment is submitted immediately after the 3-month period. Based on time and attendance reporting, the *ADD-LaS* will suspend payment of the supplement from the first day of the month during which the unpaid absence reaches 3 months until the first day of the month after the employee returns to work.

(5) Payment of the supplement will cease when employment ends or on cancellation for other reasons. Payment will end on the last day of a calendar month. If employment ends during the first half of a month, the supplement will be discontinued effective the first day of that month.

b. Employees in certain job categories (for example, architects, lawyers, physicians) who are or who choose to become members of vocational pension systems (*berufsständische Versorgungseinrichtungen*) will be exempt from mandatory membership in statutory pension insurance.

c. The employer's share in the pension insurance supplement amounts to 50 percent of an employee's total contributions, not to exceed the rate established as the employer's share for mandatory coverage by statutory pension insurance.

3-5. HEALTH INSURANCE

a. Mandatory coverage by statutory health insurance applies to all employees whose annual earnings do not exceed the assessment limit established by the German Government at the beginning of each calendar year.

b. Employees whose earnings exceed the established limit and have exceeded the limit in 3 consecutive years are exempt from mandatory coverage. These employees may continue statutory health insurance voluntarily or purchase private health insurance. If they purchase commercial health insurance, they are entitled to payment of an employer's share of premiums on the condition that the kinds of benefits provided by the commercial insurance are basically equal to the benefits outlined in the *SGB V*.

c. The employer's share amounts to 50 percent of an employee's total contributions to a commercial health insurance policy and is limited to the employer's share for mandatory coverage by statutory health insurance.

d. To qualify for payment of the employer's share, employees must provide a copy of a health insurance policy and evidence of current premium payments. Such evidence must be submitted annually to the *ADD-LaS*, which will effect payment based on the law. CHRA-E will not be involved in the administration of these payments, except for informing employees of pertinent requirements.

SECTION III

EXPRESSION OF RESPECT FOR DECEASED EMPLOYEES

3-6. PERSONS TO BE HONORED

a. The U.S. Forces will honor the memory of LN employees who die while employed with any of its organizations in Germany.

b. Expressions of respect as described in this section also may be extended to former U.S. Forces employees who die after retirement. The chief of the last employing activity will decide on the appropriate honorary tribute after consulting with the works council, the deceased's former colleagues, and immediate supervisors if a works council does not exist.

3-7. CUSTOMARY HONORS

The precise manner in which respect for deceased employees is shown should conform to local custom and allow appropriate expression by the deceased employee's colleagues and immediate supervisors. As a minimum, management will take the following actions on behalf of a deceased employee:

a. Staff members and works council, and if applicable the SHE representative, will coordinate the preparation of a formal written expression of condolence. The activity chief or deputy will sign the letter and send it to the employee's next of kin.

b. At least one high-ranking representative of the deceased employee's employing organization will attend the funeral unless the ceremony is held at an unusually long distance from the commuting area or it would be contrary to the expressed wishes of the deceased or surviving Family members. Military officials attending the funeral will wear class A uniforms.

c. A floral tribute will be bought (para 3-8).

d. The publication of obituary notices may be arranged (para 3-10).

3-8. FLORAL TRIBUTES

Activity commanders or agency chiefs will arrange for the purchase of an appropriate floral tribute (for example, wreath, bouquet) unless this gesture is not possible under the circumstances or a floral tribute would be contrary to the expressed wishes of the deceased or surviving Family members. A ribbon with an appropriate inscription in the name of the employing activity will be attached to the floral piece.

3-9. OBITUARY NOTICES

a. Activity commanders or agency chiefs may arrange for the publication of obituary notices in U.S. Forces' newspapers for circulation among the LN workforce. The wording of such notices should be commensurate with the deceased employee's personality, length of service, and contributions.

b. Activity commanders or agency chiefs may also arrange for publication of obituary notices in local newspapers. The customary size of such notices is 96 by 80 millimeters (about 4 by 3 inches).

3-10. ADMINISTRATION

a. Employing organizations should pay directly for floral tributes and obituary notices.

b. If an employee has borne the costs for floral tributes and the obituary notice, a letter signed by the deceased employee's former supervisor or agency chief will be forwarded to the *ADD-LaS* through the servicing CPAC. The letter will include the name and address of the deceased employee, the cost of the floral tribute and obituary notice, and documentation of costs by attached receipts. It will also include information concerning the name and bank account of the individual who has borne the costs and who, consequently, is authorized to receive reimbursement. If payment is to be made directly to a third party (for example, flower shop), the *ADD-LaS* will be informed accordingly.

c. The *ADD-LaS* will reimburse costs based on information in subparagraph b above.

3-11. RESPONSIBILITIES

a. Activity commanders or agency chiefs will immediately notify the servicing CPAC of the death of any employee.

b. The servicing CPAC will—

(1) Advise and help management take the actions described in this section, considering local custom.

(2) Promptly help surviving Family members settle affairs relating to the deceased's employment.

APPENDIX A REFERENCES

SECTION I PUBLICATIONS

Tarifvertrag vom 16. Dezember 1966 für die Arbeitnehmer bei den Stationierungsstreitkräften im Gebiet der Bundesrepublik Deutschland (Collective Tariff Agreement II)

Tarifvertrag vom 2. Juli 1997 über Rationalisierungs-, Kündigungs- und Einkommensschutz (Tariff Agreement, 2 July 1997, Protection From Rationalization Measures, Termination of Employment, and Income Protection)

Arbeitsplatzschutzgesetz (Job Protection Law)

Arbeitszeitgesetz (Work Time Law)

Bundespersonalvertretungsgesetz (Federal Personnel Representation Law)

Bundesurlaubsgesetz (Federal Leave Law)

Einkommensteuergesetz (Income Tax Law)

Gesetz über den Feuerschutz und die Hilfeleistung (Law on Fire Protection and Relief Work)

Gesetz zum Elterngeld und zur Elternzeit (Law on Parental Allowance and Parental Leave)

Jugendarbeitsschutzgesetz (Law on Protection of Working Juveniles)

Katastrophenschutzgesetz (Disaster Control Law)

Mutterschutzgesetz (Law on Protection of Employed Mothers)

Pflegezeitgesetz (Law on Home Care Leave)

Soldatenversorgungsgesetz (Soldiers Benefits Law)

Sozialgesetzbuch III, Arbeitsförderung (Social Security Code III, Labor Promotion)

Sozialgesetzbuch V, Gesetzliche Krankenversicherung (Social Security Code V, Statutory Health Insurance)

Sozialgesetzbuch IX, Rehabilitation und Teilhabe behinderter Menschen (Social Security Code IX, Rehabilitation and Integration of Handicapped Persons)

Wehrpflichtgesetz (Law on Compulsory Military Service)

Zivilschutzgesetz (Civil Defense Law)

Joint Travel Regulation, Volume II

AR 25-400-2, The Army Records Information Management System (ARIMS)

AR 30-22, The Army Food Program

AR 40-5, Preventive Medicine

AR 385-10, The Army Safety Program

AR 670-10, Furnishing Uniforms or Paying Uniform Allowances to Civilian Employees

Common Table of Allowances 50-900, Clothing and Individual Equipment

Common Table of Allowances 50-909, Field and Garrison Furnishings and Equipment

USEUCOM Directive 30-6, Administration of Civilian Employees in the U.S. European Command (USEUCOM) Area of Responsibility (AOR)

AE Regulation 40-11, Local National Employee Occupational Health Services Contract

AE Regulation 40-50-1, Heat-Injury Prevention Program

AE Regulation 604-1, Local National Screening Program in Germany

AE Regulation 690-30, Employment of Local National Managerial Personnel in Accommodation, Catering, and Service Facilities

AE Regulation 690-40, Civilian Support Administration

AE Regulation 690-58, Overtime Control Program

AE Regulation 690-62, Damage Claims of the United States Forces in Germany Against Local National Employees

AE Regulation 690-64, Local National Employee Conduct, Discipline, Complaints, Grievances, and Labor Disputes

AE Regulation 690-68, Local National Transfer and Appointment Benefits in Germany

AE Regulation 690-70, Recruitment and Staffing for Local National Employees in Germany

AE Regulation 690-72, Cooperation Between the Foreign Forces Payroll Office and U.S. Forces Organizations in Germany

AE Regulation 690-76, Wages and Salaries - Overtariff Supplements for Local National Employees in Germany

AE Regulation 690-84, Reduction in Force—Local National Employees in Germany

AE Regulation 690-91, Special Pay Provisions for Local National Employees

AE Regulation 690-99, Time and Attendance Reporting and Control for Local National Employees in Germany

AE Pamphlet 690-60, Tariff Agreements That Apply to Persons Employed by the U.S. Forces in Germany

SECTION II FORMS

DD Form 1610, Request and Authorization for TDY Travel of DOD Personnel

DA Form 1256, Incentive Award Nomination and Approval

DA Form 2028, Recommended Changes to Publications and Blank Forms

AE Form 24-50, Notification of Personnel Action (now AE Form 690-70E)

AE Form 690-69A, Supplemental Travel Order/*Zusatz zur Dienstreiseanordnung*

AE Form 690-69B, German Travel Expense Voucher/*Reisekostenabrechnung*

AE Form 690-70A, Application/*Bewerbung*

AE Form 690-70B, Employment Contract/*Arbeitsvertrag*

AE Form 690-70E, Notification of Employment Status/*Mitteilung über den Stand des Arbeitsverhältnisses*

AE Form 690-99E, Request for Additional Leave Entitlements Pursuant to the *Sozialgesetzbuch IX* (Social Security Code IX), Part 2 (Severely Handicapped Persons' Law)/*Antrag auf Zusatzurlaub gemäß Sozialgesetzbuch (SGB) IX, Teil 2 (Schwerbehindertenrecht)*

AE Form 690-99G, Request for Annual Leave/Absence With Pay/*Antrag auf Genehmigung von Urlaub/Arbeitsbefreiung*

AE Form 690-99H, Annual Leave and Absence Record

AE Form 690-99J, Claim Record and Voucher for 1-Day Duty Travel and Duty Trips/*Forderungsnachweis und Abrechnung über eintägige Dienstreisen und -fahrten*

GLOSSARY

SECTION I ABBREVIATIONS

AAFES-Eur	Army and Air Force Exchange Service, Europe
ADD-LaS	<i>Aufsichts- und Dienstleistungsdirektion, Lohnstelle ausländische Streitkräfte</i> (Controlling and Service Directorate, Foreign Forces Payroll Office)
AEPUBS	Army in Europe Library & Publishing System
ArbPlSchG	<i>Arbeitsplatzschutzgesetz</i> (Job Protection Law)
ArbZG	<i>Arbeitszeitgesetz</i> (Work Time Law)
BAG	<i>Bundesarbeitsgericht</i> (Federal Labor Court)
BEEG	<i>Gesetz zum Elterngeld und zur Elternzeit</i> (Law on Parental Allowance and Parental Leave)
BPersVG	<i>Bundespersönlichkeitsvertretungsgesetz</i> (Federal Personnel Representation Law)
BUrlG	<i>Bundesurlaubsgesetz</i> (Federal Leave Law)
CHRA-E	United States Army Civilian Human Resources Agency, Europe Region
CPAC	civilian personnel advisory center
EOD	entrance on duty
EStG	<i>Einkommensteuergesetz</i> (Income Tax Law)
HQ USAREUR	Headquarters, United States Army Europe
ID	identification
JTR	Joint Travel Regulation
km	kilometer
LN	local national
MuSchG	<i>Mutterschutzgesetz</i> (Law on Protection of Employed Mothers)
NATO	North Atlantic Treaty Organization
OPF	official personnel folder
PflegeZG	<i>Pflegezeitgesetz</i> (Law on Home Care Leave)
POV	privately owned vehicle
RIF	reduction in force
RPA	request for personnel action
SCD	service computation date
SchutzTV	<i>Tarifvertrag vom 2. Juli 1997 über Rationalisierungs-, Kündigungs- und Einkommensschutz</i> (Protection Agreement)
SGB	<i>Sozialgesetzbuch</i> (Social Security Code)
SHE	severely handicapped employee
TDY	temporary duty
TV AL II	<i>Tarifvertrag vom 16. Dezember 1966 für die Arbeitnehmer bei den Stationierungsstreitkräften im Gebiet der Bundesrepublik Deutschland</i> (Collective Tariff Agreement II)
U.S.	United States
USAFE	United States Air Forces in Europe
USAREUR	United States Army Europe
USAREUR G1	Deputy Chief of Staff, G1, United States Army Europe
VFA	voluntary functional allowance

SECTION II TERMS

administrative leave

Time off with full pay not chargeable to other types of leave and not subject to makeup time.

customer-service repair personnel

Personnel whose main duties include repair and maintenance work for customers in the field.

leave without pay

Approved absence from work for which the employee is not paid.

local national personnel

Personnel hired under German labor laws, as modified by the NATO Status of Forces Supplementary Agreement, Article 56.

makeup time

Time worked in addition to regular hours to make up for paid time off on another workday. Makeup time may be scheduled before or after the day on which the time off occurred.

management officials

Persons responsible for managing an agency or part of an agency, regardless of whether they have delegated personnel authority or not.

Tarifvertrag vom 16. Dezember 1966 für die Arbeitnehmer bei den Stationierungstreitkräften im Gebiet der Bundesrepublik Deutschland (Collective Tariff Agreement II)

A tariff agreement (published as AE Pam 690-60) providing minimum employment conditions for local national employees of the U.S. Forces in Germany.