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United States Army Europe  
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Army in Europe  
Regulation 690-63

Headquarters  
United States Army Installation Management Command  
Europe  
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## Civilian Personnel

# Deployment of Local National Employees in Germany in Support of U.S. Forces Operations in Foreign Territory

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**Summary.** This regulation provides instructions and procedures for the deployment of local national (LN) employees to support operations of the U.S. Forces in foreign territories outside of the Federal Republic of Germany.

**Applicability.** This regulation applies to LN personnel—

- Employed by the U.S. Forces in Germany under the 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), except for personnel employed by USAFE and its tenant activities. For the purpose of this regulation, the U.S. Forces includes all activities serviced by the United States Army Civilian Human Resources Agency, Northeast/Europe Region (CHRA-NE/EU), or the Army and Air Force Exchange Service, Europe and Southwest Asia (AAFES-Eur).
- Paid from appropriated or nonappropriated funds.
- In civilian support organizations in Germany.

**NOTE:** The terms Civilian Personnel Advisory Center and CHRA-NE/EU Operations Center as used in this regulation do not apply to AAFES-Eur. With the exception of those parts of this regulation that specifically refer to AAFES-Eur, the Commander AAFES-Eur, may use internal forms and establish internal systems and procedures to meet the purpose of this regulation.

**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 on the Army Records Information Management System website at <https://www.arims.army.mil>.

**Supplementation.** Organizations will not supplement this regulation without approval of the Civilian Personnel Directorate, Office of the Deputy Chief of Staff, G1, HQ USAREUR (mil 537-1513).

**Forms.** AE and higher level forms are available through the Army in Europe Library & Publishing System (AEPUBS) at <http://www.eur.army.mil/aepubs/>.

**Suggested Improvements.** The proponent of this regulation is the Civilian Personnel Directorate, Office of the Deputy Chief of Staff, G1, HQ USAREUR (mil 537-1518). Users may send suggested improvements to this regulation by e-mail to the Civilian Personnel Directorate at <http://www.eur.army.mil/g1/content/CPD/contactCPD.html> (under “Contact CPD via E-Mail,” “Contingency Guidance/Deployed Civilians (LN)”).

**Distribution.** This regulation is available only electronically and is posted in AEPUBS at <http://www.eur.army.mil/aepubs/>.

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## 1. PURPOSE

This regulation establishes policy and procedures for the deployment of local national (LN) employees to support operations of the U.S. Forces in foreign territories outside of Germany.

## 2. REFERENCES

### a. Publications

(1) NATO Status of Forces Agreement – Supplementary Agreement.

(2) Collective Tariff Agreement of 16 December 1966 for the Employees of the Sending States Forces in the Federal Republic of Germany (CTA II)/(*Tarifvertrag vom 16. Dezember 1966 für die Arbeitnehmer bei den Stationierungstreitkräften im Gebiet der Bundesrepublik Deutschland (TV AL II)*).

(3) German Personnel Representation Law (*Bundespersönalvertretungsgesetz*).

(4) Joint Travel Regulations.

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

(6) [AE Pamphlet 690-47-1](#), Civilian Deployment Handbook.

**b. Form.** [AE Form 690-70E](#), *Mitteilung über den Stand des Arbeitsverhältnisses*/Notification of Employment Status

## 3. EXPLANATION OF ABBREVIATIONS

AE	Army in Europe
AAFES-Eur	Army and Air Force Exchange Service, Europe and Southwest Asia
CBRN	chemical, biological, radiological, and nuclear
CHRA-NE/EU	United States Army Civilian Human Resources Agency, Northeast/Europe Region
CTA II	Collective Tariff Agreement II
FFPO	Foreign Forces Payroll Office
HRO	Human Resources Office
JTR	Joint Travel Regulation
LN	local national
NATO-SOFA	North Atlantic Treaty Organization – Status of Forces Agreement
NBC	nuclear, biological, and chemical
TDY	temporary duty travel
U.S.	United States
USAREUR	United States Army Europe
UVB	<i>Unfallversicherung Bund und Bahn</i> (German Accident Insurance Carrier for the Federal Service and Railway)

#### 4. GENERAL TERMS

a. As a general rule, LN employees may be deployed on a voluntary basis to support the U.S. Forces, provided the deployment meets the conditions and limitations established by German legal provisions and the provisions of this regulation. Deployment of LN employees is possible when their functions cannot be provided by U.S. military members or U.S. civilian employees who are already available in the area of operation, and U.S. personnel to be deployed are not readily available. LN employees to be considered for deployment will be issued a copy of this regulation in both languages.

b. During the mandatory predeployment orientation briefing, the employees must be insistently advised of the prevailing local customs and traditions, as well as specific legal provisions applicable in the deployment region. LN employees will also be advised that the local official authorities in the deployment region may also implement laws or specific rules at any time that must also be strictly observed.

c. Under no circumstances will deployed LN employees be used to perform functions and duties that are directly related to military combat actions.

d. When selecting employees for deployment, special consideration must be given to their health condition. This especially applies for employees to be deployed to areas with special climatic conditions (for example, heat, cold, high humidity). The health condition of the employees requires special attention regarding the possible requirement of using military protection equipment in the deployment region (for example, CBRN mask). [Paragraph 19](#) provides additional details regarding required medical examinations.

e. Without exception, employees will be placed in a TDY status when required to perform the duties established in their employment contracts in the deployment area.

f. Employees in deployment status are entitled to the benefits established in the Collective Tariff Agreement II (CTA II) and to the applicable out-of-tariff benefits established in [paragraph 12](#) of this regulation.

g. The U.S. Forces' general legal obligation to take care of the interests of employees is of particular importance with regard to deployed employees. The commander or agency chief responsible in the deployment area must ensure that potential hazards to the life and health of the employees are eliminated to the greatest possible extent while they are in the deployment region. For this purpose, the commander or agency chief will appoint a safety coordinator for foreign assignments. This function will generally be performed by the safety specialist of the respective command.

#### 5. AUTHORITY TO DEPLOY

a. LN employees may be deployed only according to the provisions in this regulation and with written approval of their commander or employing agency chief ([app A](#) provides the format for approval). Deployment is only possible on a voluntary basis. A written voluntary statement signed by the employee must be obtained before each deployment ([app B](#) provides the format for a declaration of consent). The approval and the voluntary statement must be attached to the TDY orders.

b. Deployment of LN employees to countries and regions for which the German Foreign Office has issued a travel warning requires a detailed justification for the deployment's exigency as well as written approval from the Civilian Personnel Directorate, Office of the Deputy Chief of Staff, G1, HQ USAREUR (USAREUR (AEPE-CA), Unit 29351, APO 09014-9351), through the servicing civilian personnel advisory center. For Army and Air Force Exchange Service, Europe and Southwest Asia (AAFES-Eur) employees, a written authorization must be obtained from HQ AAFES-Eur (Unit 4210, APO AE 09136-4210) through the servicing human resources office.

## 6. EMPLOYEE STATUS

a. The employee will be in TDY status during the entire deployment period. This status requires an official TDY order otherwise deployment is not possible. The TDY status begins on the day the employee leaves his or her permanent duty station and ends on the day of return to the permanent duty station or to his or her domicile. The duration of deployment and TDY must be clearly and unmistakably coordinated with the employee before his or her departure.

b. The employee must strictly adhere to the planned travel route to the deployment region. Diversion from the planned travel route is only possible after prior coordination with the permanent duty station or with the commander or agency chief at the deployment duty station.

c. In principle, there is no limitation to the maximum duration of a TDY period. An excessive period of TDY, however, may not be reasonable in consideration of the employee's family and social life. Therefore, the duration of TDY should generally not exceed 3 months. This applies, in particular, if the contractual duties of the employee do not typically include TDY as part of the regular performance of duty.

d. Deployment for an extended, uninterrupted period of time should therefore be the exception and only with the employee's explicit consent. As a rule, long-term deployment is justifiable only if completion of the assigned mission would otherwise be at jeopardy or if a shorter deployment would incur disproportionately high costs for the U.S. Forces.

e. If a longer deployment period is absolutely unavoidable for operational reasons, and the employee has agreed to it, management should ensure that the deployment will be interrupted after 3 consecutive months for at least 4 weeks so that the employee may return to his or her permanent duty station. This does not preclude continuation of the deployment.

f. LN employees in a deployment status are considered members of the civilian component of the U.S. Forces. Within the territory of the parties to the NATO SOFA, however, LN employees considered for deployment must be citizens of a NATO-country to be recognized as members of the civilian component of the U.S. Forces. For deployment of citizens from countries that are not NATO members, special written permission must be obtained from the Civilian Personnel Directorate, Office of the Deputy Chief of Staff, G1, HQ USAREUR (USAREUR (AEPE-CA), Unit 29351, APO AE 09014-9351).

g. In case of legal conflicts or civil disputes through no fault of the employee (for example, traffic accidents, criminal proceedings), LN employees in a deployment status will receive the same benefits, privileges, and protection to which U.S. civilian employees in the same deployment region are entitled, if this is possible in accordance with existing agreements with the country to which the employee is deployed.

## **7. SUPERVISORY CONTROLS IN THE DEPLOYMENT REGION**

a. During deployment, LN employees will be under the direct command and control of the commander or agency chief in the deployment area to which they are assigned. This supervisor also has disciplinary authority. If a formal personnel action becomes necessary (for example, admonishment), prior coordination with the employee's permanent duty station is required.

b. While deployed, the employee will be part of the professional and technical supervisory chain on site. Supervisors at the deployment duty station will instruct the employee on work performance and duty assignments and assume time and attendance control. The commander or agency chief at the deployment duty station may at any time impose individual or collective rules to fulfill local safety or security requirements.

## **8. HOURS OF WORK**

a. Authority to establish and change daily or weekly workhours and work processes for the deployed employee has been assigned to the commander/agency chief or the designated representative of the on-site duty station. Due to the special circumstances in the deployment area, the time projected for the individual taskings may vary and depend on the special operational requirements. The responsible supervisor will make these determinations.

b. It must be taken in consideration, however, that the provisions of the German Work Time Law will also apply to the LN employee during deployment. Normally, the tariff-based weekly workhours of 38.5 hours still apply to the employee. If, depending on operational requirements, overtime becomes necessary, the daily workhours may be extended up to a maximum of 10 hours if the distribution of workhours over a period of 6 months does not exceed the daily average of 7.7 workhours. Sundays and German holidays are normally also work-free days during deployment.

## **9. ANNUAL LEAVE**

a. Except for mandatory or authorized rest and recreation periods, leisure time in the form of paid or unpaid annual leave will normally not be granted while in deployment status. The local commander or agency chief or the designated representative may deviate from this provision if deemed appropriate under the given circumstances on-site, but the employee's permanent duty station must be informed of such exceptions and asked to confirm the employee's current leave entitlements.

b. Employees who have carried over annual leave entitlements into the following calendar year before or during deployment must be granted leave to start no later than 31 March to avoid forfeiture of leave under the provisions of CTA II, Article 33, paragraph 6.

## **10. LIVING CONDITIONS**

a. In the deployment region, living conditions are basically the same for deployed civilian U.S. and LN personnel as well as for military personnel. There is a general lack of privacy and limited opportunity for recreation and private activities outside duty hours.

b. Housing may consist of tents or other communal structures. Food may be provided as prepackaged rations or as meals served in a military dining facility. This usually means that special diets, dietary, or vegetarian products cannot be offered. Showers may be communal and possibly not available on a daily basis.

c. Bringing or using privately owned vehicles is not authorized in the deployment region.

d. U.S. Army military chaplains are available for religious support.

e. Deployed LN employees may use the same services as provided to U.S. civilian and military personnel, such as mail service, purchasing food, using the telephone, laundry service, medical and dental care, and legal assistance if no other options are available. The TDY orders require a corresponding remark.

## **11. BENEFITS AND ENTITLEMENTS**

a. The employee will continue to receive his or her regular monthly pay during deployment. All other entitlements in accordance with the provisions of the CTA II will also remain unaffected.

b. During deployment, employees will receive the per-diem rates applicable for the respective country or region according to the Joint Travel Regulations and will be compensated for the documented incidental expenses as established in CTA II, appendix R. Per-diem rates are tax free under German tax law. For the conversion of U.S. dollar amounts into euro amounts, the official government exchange rate will be used as determined for the calendar year.

c. When deployed in a theater of operations, deployed employees are entitled to lodging which, as a minimum, meets the criteria of CTA II, appendix R-III, paragraph 2.b. (2). If the lodging offered during deployment does not meet these minimum standards, the employee must be advised accordingly before deploying. In that case, the employee is not obligated to accept such lodging. If no other lodging is available, the employee may refuse deployment.

## **12. OUT-OF-TARIFF BENEFITS**

a. To compensate the employee for the possible hardship involved in living and working under inconvenient circumstances during deployment, the employee will receive an out-of-tariff severity allowance.

b. The allowance will be computed as a percentage rate of the employee's monthly basic pay (CTA II, Art 16, para 1.a(1)) and paid for each calendar day of deployment. The percentage rate is equal to the percentage rate deployed U.S. civilian employees will receive as danger pay while they are in a deployment status in the same country or region.



### 13. REQUEST AND PAYMENT OF THE OUT-OF-TARIFF SEVERITY ALLOWANCE

a. Immediately after the employee returns to his or her permanent duty station, management must initiate a request for personnel action (RPA) for payment of the out-of-tariff severity allowance and submit the RPA to CHRA-NE/EU. The RPA must specify the country or region to which the employee was deployed and the total duration of deployment, with the first and the last day of deployment clearly identified. Furthermore, the applicable percentage rate for the out-of-tariff benefit as the basis for computation of the severity allowance must be entered.

b. CHRA-NE/EU will review the RPA, then prepare AE Form 690-70E for payment of the severity allowance and submit it to the Foreign Forces Payroll Office (FFPO). The payment authorization must include the following statement in English and German:

“Severity allowance is approved in the amount of.....% of the basic pay (CTA II, Art 16, para. 1a (1)). The employee performed temporary duty travel in a deployment status to ..... (country/region) during the period from ..... to .....“

„Genehmigte Erschwerniszulage in Höhe von.....% der Grundvergütung (TVAL II, Para. 16, Ziffer 1a(1)). Der Arbeitnehmer hat in der Zeit von.....bis.....im Rahmen der Entsendung eine Dienstreise nach.....(Land/Region) durchgeführt“

c. The FFPO will compute the severity allowance and pay the full amount to the employee at the next possible date.

d. For claims of deployed employees from AAFES-Eur organizations, internal rules, policies, and forms will apply.

### 14. INTERNAL OPERATIONAL INSURANCE COVERAGE

a. No LN employee may be deployed without proof of adequate insurance coverage. The following internal operational insurance coverage will continue to be valid during deployment:

(1) Accident insurance coverage for on-the-job accidents from the Federal Accident Insurance Carrier (*Unfallversicherung Bund und Bahn/UVB*).

(2) The group life insurance for LN employees working for the U.S. Forces in Germany.

b. As a requirement for benefits eligibility in both cases, the employee may not have actively participated in combat actions or military operations in the deployment region. The insurance carrier will review compliance with this requirement in each individual case prior to payment of any benefits.

c. In case of illness, an on-the-job accident, or injury during deployment, all costs for the medical care not covered by other insurance carriers will be borne by the U.S. Forces. Any rights to recourse with regard to premeditation and gross negligence will remain unaffected by this. If medically justified and feasible, this will include transporting the employee back to a hospital at his permanent duty station or in his home country if he so desires. The responsibility for the return transport rests with the employee's employing agency.



## 15. HEALTH INSURANCE

a. German statutory health insurance carriers maintain bilateral agreements with most European and some non-European countries that also provide insurance coverage for medical treatment abroad. Before deploying, the employee must obtain certification from his health insurance carrier that adequate insurance coverage is available. For this purpose, it is unavoidable that the employee must provide to the health insurance carrier information on the duration of deployment, as well as the type and scope of the duties and the name of the duty station in the deployment region.

b. If the employee has private health insurance, he must also obtain a certification before the deployment that adequate insurance is available in case of illness in the deployment region.

c. In addition, the employee must be advised of the possibility to obtain an additional private international health insurance for the duration of deployment to cover possible costs for medical treatment that might not be covered by the statutory or private health insurance carrier. On request, the FFPO will reimburse the employee for the expenses to obtain such additional insurance.

## 16. MEDICAL CARE WHEN DEPLOYED IN A THEATER OF OPERATIONS

a. Principally, emergency care will be provided by civilian medical facilities at the duty location in the deployment region. Costs will normally be covered by the deployed employee's health insurance carrier. If medical treatment is required as a result of an on-the-job accident, the costs will initially be borne by the *UVB*.

b. Medical treatment of deployed LN employees by U.S. Forces medical institutions is limited to emergency situations, or if no civilian facilities for medical treatment are available, or adequate medical treatment is not guaranteed at such facilities.

## 17. PROTECTIVE CLOTHING AND EQUIPMENT

a. While deployed, the employee is entitled to receive protective clothing for protection against inclement weather conditions or other severe working conditions in the deployment region. For this purpose, the employee may also be issued military protective clothing for the duration of the deployment. However, if the employee refuses to wear military clothing, he or she is authorized to wear civilian work clothing.

b. The employee may also receive military protective equipment for the duration of the deployment (for example, NBC equipment/mask). As part of the training for employees to be deployed, the employee will be thoroughly instructed by the U.S. Forces on the correct use of the pertinent pieces of protective equipment.

## 18. POSSESSION AND USE OF WEAPONS

a. The U.S. Forces may not issue weapons or ammunition to the employees either before the deployment or while they are in the deployment region.

b. The employee's possession or use of privately owned weapons or ammunition in the deployment region is also strictly prohibited.

## 19. MEDICAL EXAMINATION AND PRE-DEPLOYMENT INSTRUCTION

a. Before deployment, the employee must undergo a complete medical examination. In case of pertinent evidence, this may include a G-35 examination ('Professional stays abroad under particular climate-related and health-related strains'). For the purpose of emergency identification, a DNA sample and dental pantographic X-ray are required. The latter may also be done for determining and documenting tooth status, including the associated fitness for travel and air travel. The employee must expressly consent to the DNA sample and dental pantographic X-ray, and confirm this separately with the voluntary statement (app B). The medical examination will be performed by the responsible U.S. Forces medical departments (usually United States Army Center for Health Promotion and Preventive Medicine - Europe). Documents and certificates of such examinations will be kept in these departments. When the employee returns from the deployment country, the medical samples of the employee will be destroyed unless the employee declares agreement to continued storage for the purpose of recurring deployments. In any case, samples will be destroyed when consent is revoked, on ultimate completion of deployments, or, at the latest, when employment with the U.S. Forces ends.

b. Furthermore, the LN employee must participate in the same mandatory pre-deployment training as U.S. military and civilian personnel. As a minimum, the training will cover the following issues. Additional topics may become necessary based on changing circumstances in the deployment region.

- (1) Travel and visa provisions.
- (2) Customs and traditions in the deployment region.
- (3) Geneva Convention provisions.
- (4) Use of protective clothing and equipment.
- (5) Chemical defense and NBC training.

c. Employees who refuse to either undergo the medical examination or participate in the pre-deployment training or both, or employees whose medical results reveal a health condition that constitutes a health risk in the deployment region may not be deployed.

## 20. WORKS COUNCIL PARTICIPATION

a. For the deployment of an LN employee not exceeding 3 consecutive months, the employing agency is not required to conduct an official works council participation procedure. However, the works council and, if applicable, the severely-handicapped-employee representative must be informed on all deployments of LN employees in the meaning of this regulation.

b. For deployments exceeding 3 consecutive months, the codetermination procedure with the responsible works council in accordance with paragraph 75(1)4 of the German Personnel Representation Law (modified version) must be initiated and completed before the deployment.

**APPENDIX A**  
**FORMAT FOR JUSTIFICATION AND APPROVAL OF DEPLOYMENT**

*Letterhead*

*Date*

**Justification and Approval of Deployment of Mr. or Ms. Name**

1. Deployment of Mr. or Ms. Name from *permanent duty station* to *deployed duty station* for the period *enter period* is required for the following reasons:
2. Mr. or Ms. Name will be assigned to *unit, location*, in the position of *position title* for the duration of the deployment.
3. At this time, we have no U.S. military or U.S. civilian personnel with the needed skills and expertise readily available for this mission. This deployment is mission essential for the organization. The employee's signed voluntary statement is attached.
4. Deployment will take place in accordance with the current instructions and provisions of AE Regulation 690-63.

*Signature*  
*signature block of commander, agency chief*  
*or designated representative*

**APPENDIX B  
FORMAT FOR CONSENT TO DEPLOY**

**CONSENT TO DEPLOY**

1. As far as the planned deployment is concerned, I have been comprehensively informed by my organization of the applicable legal provisions and guidelines regarding the deployment of local national employees in Germany in support of the U.S. Forces abroad. In particular, I have read and understood AE Regulation 690-63.

2. I have furthermore been advised of the current security situation in the deployment area, as well as potential travel warnings issued by the German Foreign Office. Before departing, I will check with the German Foreign Office or the State Department as to whether the security situation has changed, and I will act accordingly if needed.

3. I will voluntarily undergo the required medical examinations. These include, among others—

A G-35 examination ('Professional stays abroad under particular climate-related and health-related strains').

Taking of a DNA sample.

Dental pantographic X-ray.

(check applicable boxes).

I consent to the medical examinations listed above. I have been advised that the corresponding medical documents will be stored with the servicing U.S. Forces medical departments. In principle, I agree with this. I am aware that I can revoke this consent at any time after my return from deployment.

Location/Date: .....

Signature: .....  
(Employee)

Against the above background, I herewith declare my voluntary consent for deployment from *date to date to location* for the accomplishment of my contractual duties at the deployment duty station.

Location/Date: .....

Signature: .....  
(Employee)