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Civilian Personnel

Recruitment and Staffing for Local National Employees in Germany

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\*This regulation supersedes AE Regulation 690-70, 3 September 2010.

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For the Commander:

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**Summary.** This regulation provides policy for external recruitment and internal placement of local national (LN) employees in appropriated fund and nonappropriated fund positions in Germany.

**Summary of Change.** This revision—

- Reduces the vacancy-announcement period from 10 to 5 days in justified exceptional cases (para 5b(1)).
- Clarifies the procedures for noncompetitive promotion based on a position review (para 6b(6)).
- Permits noncompetitive transfers of employees outside the works council agency (para 6c(3)).
- Adds the requirement to obtain a police good conduct certificate on initial appointment or reappointment (para 14).
- Adds provisions on the foreign national screening program in accordance with AE Regulation 604-1 (para 15).
- Replaces the requirement to codetermine temporary-employment requests with the USAREUR Head Works Council for employees beyond the age of 65 with the requirement to codetermine temporary-employment requests at the appropriate local level. The Civilian Personnel Division, Office of the Deputy Chief of Staff, G1, HQ USAREUR, is the approval authority for extensions beyond the age of 65 (para 18b(2)).

- Clarifies that “insignificant employment” is not admissible (para 19).
- Deletes the option to temporarily promote an employee if he or she meets the qualification standards in AE Pamphlet 690-70 only for the next lower grade (app D, para D-3d(3)).
- Makes administrative changes throughout.

**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) and serviced by the United States Army Civilian Human Resources Agency, Europe Region. The Commander, AAFES-Eur, may establish policy consistent with the objectives of this regulation.
- Paid from appropriated or nonappropriated funds.
- Assigned to Civilian Support organizations in Germany.

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

**Forms.** This regulation prescribes AE Form 690-70A, AE Form 690-70B, AE Form 690-70C, AE Form 690-70E, AE Form 690-70F, and AE Form 690-70G. AE and higher level forms are available through the Army in Europe Library & Publishing System (AEPUBS) at <https://aepubs.army.mil/>.

- AE Form 690-70A is the application form to be filled out and submitted by internal and external applicants to apply for vacancies.
- AE Form 690-70B is the general employment contract for LN employment.
- AE Form 690-70C is the employment contract for employment of LN employees in childcare centers in Germany.
- AE Form 690-70E is the notification on employment status.
- AE Form 690-70F is the request for personnel action for non-U.S. citizens in Germany.
- AE Form 690-70G is used to modify conditions established in AE Form 690-70B or AE Form 690-70C.

**Suggested Improvements.** The proponent of this regulation is the USAREUR G1 (AEAGA-CL, DSN 379-6592). Users may suggest improvements to this regulation by sending DA Form 2028 to the USAREUR G1 (AEAGA-CL), Unit 29331, APO AE 09266-9331.

**Distribution.** C (AEPUBS).

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## **SECTION I GENERAL**

### **1. PURPOSE**

This regulation prescribes policy for the external recruitment and internal placement of local national (LN) employees in Germany.

### **2. REFERENCES**

Appendix A lists references.

### **3. EXPLANATION OF ABBREVIATIONS AND TERMS**

The glossary defines abbreviations and terms.

### **4. RESPONSIBILITIES**

a. Heads of organizations, supervisors, and selecting officials will—

(1) Initiate measures to ensure timely and optimum placements.

(2) Ensure employees receive timely and comprehensive information on vacancies and that vacancy announcements are published within their organizations.

(3) Ensure selections are based on candidate qualifications without regard to the candidate's race, ethnic background, gender, religious or political convictions, handicap, age, or sexual identity.

(4) Ensure the policy and procedures in AE Regulation 40-11 for an entrance-on-duty (EOD) medical evaluation, recurring medical evaluations, and exit evaluations at the time of separation from employment are followed.

(5) Ensure that employees selected for reclassification or reassignment will be released after completion of the placement process on the 1st or 15th of the following month. The release date must be mutually agreed on by the losing and gaining supervisors and may not be more than 6 weeks after completion of the staffing process.

(6) Provide employees a paper copy of each AE Form 690-70E (Notification of Employment Status/*Mitteilung über den Stand des Arbeitsverhältnisses*) prepared in the Defense Civilian Personnel Data System (DCPDS).

(7) Instruct new employees in accordance with table C-1, part II.

(8) Release employees who apply for jobs internally and wish to leave for a job interview.

b. The United States Army Civilian Human Resources Agency, Europe Region (CHRA-E), will—

(1) Advise and support heads of organizations, supervisors, and employees on the recruitment and placement of LN employees.

(2) Support the requirement to place surplus LN employees according to their mandatory placement rights.

(3) Recommend a recruitment process that offers the best opportunity to generate a list of qualified candidates.

(4) Notify selected candidates and make binding official job offers after conducting the appropriate cooperation processes with the responsible employee-representative groups, and inform employee-representative groups on completion of the hiring process. (**NOTE:** In case of a reduction in force (RIF), CHRA-E must ensure that no surplus employees are available before making a binding job offer.)

(5) Inform all referred applicants who have not been selected of their nonselection.

(6) Inform new employees of benefits, entitlements, responsibilities, employee-representative groups, and other matters relating to employment with the U.S. Forces using table C-1, part I.

(7) Comply with security requirements in AE Regulation 604-1.

(8) Prepare AE Form 690-70E for each employee. One form will be placed in the official personnel file (OPF), and one form will be submitted to the *Aufsichts- und Dienstleistungsdirektion, Lohnstelle ausländische Streitkräfte (ADD-LaS)* (Controlling and Service Directorate, Foreign Forces Payroll Office).

(9) Ensure rules for medical evaluation and immunization are followed in accordance with appendix E for employees in childcare centers.

c. Applicants are responsible for—

(1) Submitting a completed AE Form 690-70A and supporting application documents for each position for which consideration is requested. If applicable, proof of severely handicapped or equal status must be submitted. Testimonials and certificates of qualification must be provided when requested to do so.

(2) Requesting administrative leave to apply for internal vacancies or for scheduled job interviews, if necessary.

## **SECTION II VACANCY ANNOUNCEMENTS**

### **5. TYPES OF ANNOUNCEMENTS**

a. Vacancy announcements must include information about the duties, employment location, pay, qualification requirements, special employment conditions, required medical screenings, area of consideration, closing dates, and the application process. All vacancy announcements must include the following statement: “In case of equal qualifications, a severely handicapped person or a person with equal status will receive priority consideration when identified as such on the application form. Such persons must provide proof of their status when applying.”

b. The following announcements will be used:

**(1) Temporary Announcement.** A temporary announcement is a one-time announcement for a specific vacancy. Positions will generally be advertised for 10 workdays. In justified exceptional cases, the announcement period may be reduced to 5 workdays with the approval of the responsible employee-representative group.

**(2) Open Continuous Announcement.** Open continuous announcements are valid for a maximum period of 12 months. CHRA-E, in coordination with the servicing civilian personnel advisory center (CPAC) and responsible employee-representative groups, will determine which positions will be published by open continuous announcements based on local circumstances. On receipt of an AE Form 690-70F to fill an open continuous announcement position, the responsible employee-representative groups must be informed without delay.

c. Applications must be received or mailed at a post office not later than the last day of the announcement period (end of announcement).

### **6. ANNOUNCEMENT REQUIREMENTS AND EXCEPTIONS**

a. Vacancies must be announced and published on the CHRA-E homepage.

b. Exceptions to announcement requirements are as follows (**NOTE:** Participation rights of the employee-representative groups must be followed.):

(1) Promotions through normal progression in trainee positions according to the supplementary agreement to the employment contract for a trainee positions (fig H-1).

(2) Temporary change of duties for the performance of higher level duties within the same works council agency in accordance with appendix D.

(3) Change of an employee from a full-time to a part-time work schedule under the provisions of paragraph 17c.

(4) Promotion of an incumbent when the incumbent’s position is upgraded by the classification division due to changes in classification guidelines.

(5) Temporary employment of a current LN employee beyond the standard retirement age in accordance with paragraph 18.

(6) Promotion of an incumbent after the incumbent's position is upgraded to a higher wage or salary group. The supervisor must confirm that all other employees within the employing organization and within the same wage or salary group who perform identical or similar duties have been considered.

(7) Promotion of a position incumbent that resulted from a classification review in accordance with Article 64, *TV AL II*.

c. In the following cases, announcement requirements can be waived, provided there is no RIF employee with placement rights:

(1) Promotion of an employee receiving income protection or a personal allowance in accordance with the *Tarifvertrag vom 2. Juli 1997 über Rationalisierungs-, Kündigungs- und Einkommensschutz (SchutzTV)* (Protection Agreement) when the promotion does not exceed the former wage or salary group.

(2) Reassignment of an employee within the same works council agency and the same wage or salary group.

(3) Transfer of an employee by mutual consent to a position outside the works council agency in the same or a lower wage or salary group if the responsible employee-representative group approved waiving the announcement requirement under the codetermination procedure.

## **7. AREA OF CONSIDERATION**

a. The area of consideration for filling LN vacancies includes all LN employees of the U.S. Forces in Germany (to include USAFE and AAFES-Eur). The area of consideration may be extended to external applicants.

b. In cases where the classification of an occupied position changes for operational reasons and the position must be filled competitively, the area of consideration may be reduced to the responsible works council agency.

## **SECTION III RECRUITMENT**

### **8. MINIMUM AND MAXIMUM AGE**

The minimum age for employment with the U.S. Forces is in the guidelines established in the *Jugendarbeitsschutzgesetz* (Law on Protection of Working Juveniles). There is no maximum age limit. Employment of individuals beyond the applicable legal standard retirement age, however, is authorized only on a temporary basis and requires prior approval of the USAREUR G1 (AEAGA-CL).

### **9. EVALUATION OF CANDIDATES**

AE Pamphlet 690-70 and the *TV AL II* will be used to evaluate the candidates' education, knowledge, skills, and competencies.

### **10. PRIORITIES FOR REFERRAL**

Qualified LN candidates will be referred for vacancies according to the priority groups shown in table 1. Applicants from different priority groups may be referred simultaneously. Selecting officials must be advised of the order of priorities, and they must adhere to that order and provide the reasons for their selection in writing. If selecting an applicant from a lower priority group when applicants from higher priority groups are available, the selecting official must provide the reasons for non-selection of higher priority applicants in writing. Surplus employees are referred in accordance with AE Regulation 690-84.

<b>Table 1 Priority Groups</b>			
<b>Priority Group</b>	<b>Definition</b>		
2	Employees who were downgraded due to a RIF or for reasons other than their own fault and who are receiving pay protection under AE Regulation 690-84 or the <i>Tarifvertrag vom 2. Juli 1997 über Rationalisierungs-, Kündigungs- und Einkommensschutz (SchutzTV)</i> (Protection Agreement) (repromotion eligibles).		
3	In-service LN employees who are administered by CHRA-E as well as LN employees of AAFES-Eur and USAFE who meet the qualification requirements for the position. This includes temporary employees. In case of equal suitability, a SHE or person with equal status will receive priority consideration.		
4	Former LN employees of the U.S. Forces who were separated during the last 24 months due to a RIF or who have concluded an annulment contract instead of a RIF (reemployment eligibles), as well as external severely handicapped people or persons with equal status, particularly those who are nominated by the local German labor agency as suitable candidates for the specific vacancy. In case of equal suitability, applicants with severe handicaps or with equal status will receive priority consideration.		
<b>Nonsupervisory positions up to C6A and equivalent positions and all wage-grade positions</b>		<b>Positions at and above C7 and equivalent and all supervisory positions</b>	
<b>Priority Group</b>	<b>Definition</b>	<b>Priority Group</b>	<b>Definition</b>
5	Family members of U.S. military or civilian personnel within the meaning of relevant U.S. regulations (DODI 1400.23 and DOD 1400.25-M, subchap 315).	6	External LN applicants who permanently reside in Germany (including non-U.S.-citizen Family members). Family members do not require a residence permit. See appendix G, paragraph G-2c, for more information.
6	External LN applicants who permanently reside in Germany. See appendix G for residence-permit requirements for individuals who do not have German citizenship.	7	Family members of U.S. military or civilian personnel within the meaning of relevant U.S. regulations (DODI 1400.23 and DOD 1400.25-M, subchap 315).

**NOTE:** U.S. citizens who cannot be granted status under the NATO Status of Forces Agreement (SOFA) because of dual citizenship (U.S. and German) or because they are considered residents or ordinarily residents in Germany may be employed only based on local labor law and only in nonappropriated fund positions. Under no circumstances can such employment be used to infer an entitlement for placement in LN appropriated fund positions (AE Suppl 1 to AR 690-300.301).

## 11. REFERRAL OF CANDIDATES

a. All applicants who meet the minimum requirements for the position to be filled will be referred to the selecting official on a referral list. Applicants who do not meet the qualification requirements will be informed in writing. The written notification will provide the reasons why they did not qualify.

b. Severely handicapped employees (SHEs) and persons with equal status must not experience any disadvantages in connection with applications, promotions, and reassignments because of their disability. In case of equal qualification, these individuals must receive priority consideration.

c. Applicants will be reimbursed for expenses incurred in connection with the job interview. For internal applicants, reimbursement of travel expenses will be based on temporary-duty orders (AE Form 690-99J or DD Form 1610) issued by the employing organization. For external applicants, the servicing CPAC will process a payment authorization as an official memorandum to the *ADD-LaS*, including receipts for train tickets, hotel, and other authorized expenses. For applicants traveling with a privately owned vehicle, the applicable kilometer rates established in appendix R, *TV AL II*, will be used. The *ADD-LaS* will transfer the reimbursement amount to the applicant's bank account. The costs will be borne by the inviting organization. External applicants will not receive reimbursement for loss of earnings.

d. In exceptional cases, the qualification requirements may be waived. A written request for a waiver must be submitted by the chief of the agency through CHRA-E to the USAREUR G1 (AEAGA-CL), Unit 29331, APO AE 09266-9331.

## **12. FAMILY MEMBER EMPLOYMENT**

a. Employment of Family members as defined by the NATO SOFA, Article 1, paragraph 1(c), and the Supplementary Agreement to the NATO SOFA, Article 2, paragraph 2(a) will be as follows:

(1) For external recruitment, Family members will receive preference for filling nonsupervisory positions up to grade C6A and equivalent and all wage-grade positions if they meet all "Family-member preference" or "military-spouse preference" requirements. The Family member must be able to commute from the sponsor's official residence on a daily basis.

(2) Non-U.S.-citizen Family members of locally hired U.S. civilian employees ("local hires") are not eligible for Family-member preference. They will be referred and considered as external LN applicants.

(3) Non-U.S.-citizen Family members will be employed under provisions and regulations applicable to the LN workforce.

(4) Family members who notify the CPAC of having acquired U.S. citizenship during LN employment must apply for U.S. employment based on applicable U.S. law and regulations. Noncompetitive conversions are not authorized under U.S. laws and regulations.

(5) On loss of Family-member status, citizens from non-European Union (EU) member States must immediately provide the servicing CPAC a residence permit authorizing employment. Employment may not be continued without the required residence permit. The servicing CPAC or CHRA-E must immediately notify the *ADD-LaS* of the change in status. For German citizens and citizens of EU-member States, loss of Family-member status has no effect on ongoing employment. Citizens of EU-member states should be advised that they must register with the local *Ausländeramt* (alien-registration office). The requirements in appendix G, paragraph G-2d, also apply.

**NOTE:** Based on Article 2, paragraph (2)(b) of the NATO SOFA, Family members whose sponsors pass away or are reassigned outside Germany will keep their Family-member status for 90 days.

b. As an exception to the employment preference for Family members, recruitment may be limited to LN employees and LN applicants when the head of the employing organization determines that retaining LN incumbents for specific positions is essential to mission effectiveness (DODI 1400.23).

c. In accordance with the provisions of paragraph 4.1, DOD Instruction 1400.23, and in consideration of the mission of Civilian Support organizations, Family-member preference does not apply to Civilian Support positions in Germany.

## **SECTION IV OTHER PROVISIONS**

### **13. PARTICIPATION OF EMPLOYEE-REPRESENTATIVE GROUPS**

a. CHRA-E will inform SHE-representative groups of vacancies before the opening date of announcements and, at the same time, send a request for severely handicapped applicants or persons with equal status to the local German employment agency if the area of consideration is extended to include external applicants. SHE-representative groups will be immediately notified when applications are submitted by severely handicapped people and persons with equal status.

b. Selecting officials must ensure that SHE-representative groups have the opportunity to participate in all job interviews (if interviews are conducted) and must be allowed to review all application packages when severely handicapped applicants or applicants with equal status have been referred.

c. CHRA-E will ensure that—

(1) A copy of the referral list is submitted simultaneously to the responsible SHE-representative group and the selecting official, and the applications of all qualified and not qualified severely handicapped applicants or applicants of equal status are forwarded to the responsible SHE-representative group before the hearing procedure is conducted.

(2) Completed selection packages are documented with the rationale for selection or nonselection and that the participation procedure with the responsible employee-representative group is initiated without delay and in accordance with the law. If severely handicapped people or persons with equal status are included in the referral list, participation of the SHE representative group must be initiated at least 2 full workdays before initiating this procedure. A copy of the referral list, with a written justification for the selection, and all available application documents of all applicants (including those application documents that were reviewed only by the selecting official during the interview) and the application documents of applicants who did not meet the qualification requirements must be submitted to the responsible employee-representative groups with a corresponding cover letter. If no applicant is selected, the employee-representative groups must receive a copy of the referral list with the reasons for the nonselection of applicants. In addition, the SHE-representative group must be notified in writing of the reasons for the nonselection of severely handicapped applicants or applicants of equal status, if applicable.

### **14. POLICE GOOD CONDUCT CERTIFICATE**

On initial appointment, or reappointment after a break in service, candidates who have been selected for a position must submit a police good conduct certificate before appointment to the position. The applicant must request the certificate from the local resident-registration office. The cost for the certificate is not reimbursable. Non-U.S.-citizen Family members, except German citizens, are exempt from this requirement.

## 15. FOREIGN NATIONAL SCREENING

In accordance with AE Regulation 604-1, within 3 days after an LN employee's entry on duty date, the hiring agency must initiate a background check with the *Bundesamt für Verfassungsschutz* (Federal Office for the Protection of the Constitution). If the background check reveals that the employee constitutes a security risk, measures required to terminate employment must be taken immediately.

## 16. MEDICAL SCREENINGS

Required medical screenings will be performed in accordance with AE Regulation 40-11.

## 17. TEMPORARY AND PART-TIME EMPLOYMENT

**a. Legal Basis.** The *Gesetz über Teilzeitarbeit und befristete Arbeitsverträge (Teilzeit- und Befristungsgesetz (TzBfG))* (Part-Time and Temporary Employment Law) is the legal basis for temporary and part-time employment contracts. The purpose of the law is to promote part-time employment, to establish the prerequisites for the admissibility of temporary employment contracts, and to prevent discrimination against part-time and temporary employees. The law is available at [http://www.per.hqusareur.army.mil/content/CPD/docs/legal\\_base.pdf](http://www.per.hqusareur.army.mil/content/CPD/docs/legal_base.pdf).

### **b. Temporary Employment.**

#### **(1) General.**

(a) The time limitation of a temporary employment contract must be in writing. If the time limitation is not established in writing, employment will be considered permanent.

(b) The right to prematurely terminate employment by ordinary notice must be explicitly stipulated in the employment contract (AE Form 690-70B or 690-70C).

(c) Appointments, reassignments, and promotions to temporary positions will be effected competitively with a job announcement unless the position is needed to place a surplus employee or falls under the exceptions to announcement requirements in paragraph 6.

#### **(2) Temporary Employment With a Material Reason.**

(a) As a rule, temporary employment contracts concluded with persons with prior employment with the U.S. Forces require a material reason. There is no time limitation for a temporary employment contract, provided it is justified by the material reason. Typical material reasons are replacing an absent employee (for example, sickness, parental leave) or a temporary increase in the workload (for example, temporary additional duties, seasonal operations, upcoming closure of an organization with the effective date of the closure being known). (**NOTE:** Section 14, paragraph 1, of the *TzBfG* lists legally recognized material reasons. The list is not all inclusive.) Specifying a material reason in the employment contract is not a condition for validity under temporary employment law provisions. For the purpose of documentation and transparency, the employment contract (AE Form 690-70B) requires a material reason to be entered. (**NOTE:** The end of a U.S. fiscal year in itself does not meet the requirements for a material reason. Also, the implementation of a project in itself is not sufficient to justify temporary employment. Rather, a prognosis at the time the contract is concluded must show that the increased workload associated with a specific project will not be permanent.) Material-reason-based temporary employment may be purpose- or time-based, or both (double limitation).

(b) If a date is entered in the employment contract to indicate the end of temporary employment based on a material reason (date-based temporary employment), temporary employment will automatically end on the specified date. The employment must not continue beyond the date specified in the employment contract unless it has been extended before the expiration date.

(c) Purpose-based temporary employment contracts will end once the purpose entered in the contract is achieved. The temporary employment will end no earlier than 2 weeks after the employee receives written notification by the employer stating the date the purpose was achieved. The requirements for certainty and specification of the purpose are high. The wording used in the employment contract to specify the purpose must allow for determining an exact end date. A general remark regarding the purpose of the temporary employment is not sufficient. To prevent legal risks, an end date must be entered in the employment contract in addition to the purpose (double limitation). If, in the case of temporary employment contracts with double limitation, the purpose is not achieved by the end date specified in the contract, employment will end on the specified date.

### **(3) Temporary Employment Without a Material Reason.**

(a) Temporary employment without a material reason, in principle, is authorized only for individuals without prior employment with the U.S. Forces. Temporary employment contracts with individuals who were previously employed by the U.S. Forces therefore usually require a material reason. Temporary employment without a material reason is authorized for a maximum period of 2 years, and may be extended during this period for a maximum of three times. Extensions must be stipulated in writing before the temporary employment ends. As a rule, only the end date may be changed. Employment conditions must not be changed. This also applies if changed employment conditions would be more favorable for the employee. The [changed] employment contract will list the new end date of the temporary employment.

(b) A temporary employment contract without a material reason and with a duration of up to 5 years is admissible if the employee, at the beginning of employment, is 52 years or older and, for a minimum period of 4 months directly preceding temporary employment, was without employment within the meaning of section 119, paragraph 1, number 1, of the *Sozialgesetzbuch (SGB) (Social Security Code) III*, received compensation for transition short-time work, or participated in publicly funded employment programs in accordance with *SGB II* or *III*. Up to a total period of 5 years, a temporary employment contract initially concluded for a shorter period may be extended repeatedly. Extensions must be stipulated in writing before the temporary employment ends. As a rule, only the end date may be changed. Employment conditions must not be changed. This also applies if changed employment conditions would be more favorable for the employee. The [changed] employment contract will list the new end date of the temporary employment. Temporary employment without a material reason is also authorized if the employee previously had a temporary or permanent employment contract with the same employer.

### **c. Part-Time Employment.**

(1) Permanent employees who have been employed for more than 6 months are entitled to request a part-time work schedule. Management must reduce and distribute the workhours as requested by the employee unless there are conflicting significant operational requirements.

(2) The responsible employee-representative groups must be informed about part-time employment, particularly about existing or planned part-time positions, as well as about the conversion from full-time employment to part-time employment or vice versa.

(3) Work on demand is stipulated in the provisions of the *TzBfG*, section 12. It must, however, be monitored to ensure that such part-time employment contracts, on the basis of a calendar year, will not result in so-called “insignificant employment” (para 19).

(4) Employees who share the workhours among themselves for certain jobs, employees who take turns in certain jobs, and employees who work on demand and wish to extend their contractual workhours will be given priority consideration for vacancies for which they are qualified if there are no conflicting operational requirements or workhour requests from other part-time employees.

(5) Employees in subparagraph (4) above will be authorized to participate in training and advanced-training measures according to the conditions established in the *TzBfG*, section 10. For part-time employment, a special prohibition on discrimination applies (*TzBfG*, sec 5).

(6) The legal entitlement to part-time employment during parental leave is stipulated in the *Bundeserziehungsgeldgesetz (BERzGG)* (Federal Child Care Allowance Law), section 15(5), and section 15, paragraph 7, of the *Gesetz zum Elterngeld und zur Elternzeit (BEEG)* (Law on Parental Allowance and Parental Leave). Within 4 weeks after the employer receives the employee’s request, the employer and the employee should reach an agreement.

(7) SHEs and persons with equal status have a legal entitlement to part-time employment in accordance with *SGB IX*, section 81(5), if the reduced workhours are necessary because of the type or severity of the handicap, and meeting the request is neither unreasonable nor associated with disproportionate expenses.

## **18. TEMPORARY EMPLOYMENT BEYOND THE LEGAL STANDARD RETIREMENT AGE**

Permanent employment of LNs employed with the U.S. Forces ends on reaching the standard retirement age in accordance with Article 46 of the *TV AL II*. Employment of an employee beyond the standard retirement age requires conclusion of a temporary employment contract.

### **a. Special reasons substantiating employing employees beyond the standard retirement age.**

Temporary employment beyond the standard retirement age is substantiated only if there is a material reason in accordance with the *Teilzeit- und Befristungsgesetz (TzBfG)* (German Part-Time and Temporary Employment Law). In addition, one of the following special reasons requiring employment of this specific employee must be applicable because the duties cannot be performed by any other employee within the employing organization:

(1) A unit stationed within the organization is deployed, partially or as a whole, to a crisis area in support of a military mission, and employees are indispensable due to their special skills and experience and are required to ensure mission accomplishment at the permanent duty station.

(2) Specific projects can be completed only by the current incumbent.

(3) Justifiable social reasons exist on the part of the employee. Reasons to be considered are a so-called “social purpose” to bridge the time necessary to acquire eligibility for retirement benefits because the minimum insurance period has not been achieved but would be achieved within a maximum period of 12 additional months with social security contribution payments. In such cases, the employee is required to provide corresponding proof and to confirm in writing that a temporary employment contract is primarily concluded for his or her social benefit.

## **b. Process.**

(1) At least 12 months before the effective date, supervisors will monitor retirements that are impending due to employees reaching the standard retirement age. At least 6 months before the effective date, supervisors will determine what action to take for the impending vacancy. CHRA-E will advise supervisors of the procedures for requesting an extension of the employee or on a strategy to recruit a replacement.

(2) Requests for temporary continued employment of LN employees beyond the standard retirement age or their appointment after they have reached the standard retirement age must be sent based on the policy of the organization through the supervisory chain to the USAREUR G1 (AEAGA-CL) for review and approval. Requests must be endorsed by at least the agency chief or a senior staff member. Supervisors will forward requests with background information on recruitment efforts and other applicable information first to the CPAC or CHRA-E. CPAC advisers will work with agency representatives to ensure that only requests that fully meet the required criteria will be forwarded.

(3) Requests to continue employment beyond the standard retirement age on a temporary basis immediately after permanent employment must be received no less than 90 days before the measure becomes effective. Measures covered by subparagraph d below are exempt from this requirement.

(4) The responsible agency chief will obtain concurrence from the responsible employee-representative group separately once the approval procedure is completed.

**c. Timeframe.** Temporary contracts should generally not exceed 6 months. Longer periods may be authorized only if absolutely required and justified.

**d. Special Provisions for Base Closures, Drawdown, Restructuring, and Other Organizational Measures.** Authority for temporary employment of employees beyond the standard retirement age during base closures, drawdown, restructuring, and other organizational measures is delegated to the head of the organization where the organizational measure is implemented. The following must be observed:

(1) The inactivation or base closure must have been officially announced for a specific date, and the employee-representative group responsible for the organizational measure must have completed participation procedures. An “anticipated” inactivation or base closure is not sufficient.

(2) The employee must be urgently needed in the organization to perform duties that are directly connected with the closure or drawdown. The required material reason and the expiration date must be specified in the employment contract. The temporary employment may not exceed the official effective date of the organizational measure.

(3) The individual employment action is subject to codetermination with the local employee-representative group.

## **19. INSIGNIFICANT EMPLOYMENT**

Insignificant employment (so-called 400-Euro jobs) in the meaning of section 8, *SGB IV*, is prohibited. For that reason, the demand for part-time employment will be met with temporary part-time employees (para 17b).

## **20. EMPLOYMENT CONTRACTS**

a. The general employment conditions are established in major parts I through IV of the *TV AL II* as well as in the special provisions of the appendix applicable to the employee. In accordance with German law, the Sending State is the employer for LN employees.

b. Employment contracts must be concluded in writing. The employment contract must be signed by an authorized CHRA-E employee and the employee on or before appointment or conclusion of a new contract. AE Form 690-70B and AE Form 690-70C will be used as employment contracts. The signed original form will be given to the employee and a signed copy will be placed in the employee's OPF (app B).

c. Changes to contractual conditions in AE Form 690-70B or AE Form 690-70C will require an amended contract (AE Form 690-70G) or a notice of termination for change of employment conditions if a consensual change is not possible. Changes to the *TV AL II* that only affect basic compensation do not require an amendment contract.

d. Existing employment contracts may be terminated and continued employment may be offered under changed conditions. A notice of termination for change of employment conditions requires the same notice periods as a notice of termination ending employment. The employee may accept the new conditions under the condition that the termination issued in connection with the notice of termination for change of employment conditions was socially justified. If an employee does not accept the conditions offered with the new contract, employment will end with the expiration of the notice period. New employment conditions to which the employee agrees under the condition that the termination was socially justified will apply starting the date the termination becomes effective. The conditions will apply until subsequent proceedings against unjustified termination of employment determine that the termination was not socially justified.

e. An extension of an existing temporary employment contract will be effected using AE Form 690-70G.

f. Special bilateral agreements are documented on AE Form 690-70B or AE Form 690-70C.

g. AE Form 690-70E will not be used as an employment contract. AE Form 690-70E will be used for administrative control and payroll purposes. The employee will be issued a copy of AE Form 690-70E by the employing organization for information.

## **21. DUAL APPOINTMENT WITH DIFFERENT OR MULTIPLE EMPLOYMENT CONTRACTS WITH THE U.S. FORCES**

An employee may be appointed to more than one U.S. Forces organization. Each employment will be under a separate employment contract. Establishment of more than one employment contract with the same employing organization is authorized only for short, temporary part-time jobs in a line of work different from the employee's primary employment.

a. For an LN employee having more than one employment contract with the U.S. Forces, the main and secondary employment contracts must be differentiated. The main employment contract will be for the full-time job, or, if all employment is part-time, the job with the greatest amount of weekly workhours. Contractual workhours for the main employment should not be for less than 20 hours a week.

b. The *Arbeitszeitgesetz* (Worktime Law) mandates that the total workhours of several positions must not exceed the legal limit (48 hours per week and 10 hours per workday). For example, a full-time employee with a regular workweek of 38½ hours may not have an additional part-time job exceeding 9½ hours a week.

c. The EOD date established for the main employment contract does not apply to a secondary employment contract. The period of creditable employment from the main employment contract will not be considered for a secondary employment contract. The following remark will be entered on AE Form 690-70E:

“Secondary employment under this employment contract will not generate creditable periods of employment. Creditable periods of employment will be considered only based on the duration of the main employment.”

d. Employees hired for secondary employment with a different EOD date must be expressly notified of this difference by CHRA-E.

**NOTE:** Employees to whom either of the following applies will be credited periods of previous employment: Employees—

a. Who establish additional employment.

b. Whose increase in workhours of their secondary employment results in their primary employment becoming the secondary employment.

## **22. SECONDARY EMPLOYMENT**

a. Employees must inform management if they establish secondary employment. To ensure correct consideration of secondary employment based on tax and social-insurance laws, the *ADD-LaS* will also be informed of any secondary employment that is established. If the employer has a legitimate interest, secondary employment may be prohibited.

b. Employees may not work for private industry if such employment could negatively influence the performance of their duties with the U.S. Forces as specified in their employment contracts.

c. The total hours worked during primary and secondary employment are subject to the limits established in the *Arbeitszeitgesetz* (para 21b). Exceeding these limitations is not authorized.

## **23. NEPOTISM**

a. Supervisors and selecting officials may not hire, promote, favor, or support the employment of their relatives. Situations that have the appearance of favorable treatment of relatives (nepotism) must be avoided.

b. The term “relative” includes spouses or cohabiting partners, registered partners, parents, children, siblings, grandparents, grandchildren, parents-in-law, uncles, aunts, cousins, nephews, nieces, sons-in-law, daughters-in-law, brothers-in-law, sisters-in-law, stepparents, stepchildren, half brothers, and half sisters.

c. A decision in cases in which a conflict of interests exists within the meaning of the provisions in subparagraphs a and b will be elevated to the next higher organizational level.

#### **24. VOLUNTEER SERVICE OF LOCAL NATIONALS NOT EMPLOYED BY THE U.S. FORCES**

Agency chiefs will not allow that duties that, as a rule, are performed as part of regular employment are performed as volunteer service by LN individuals who do not have a contract with the U.S. Forces. Only LN employees of the U.S. Forces will be allowed to perform such services. This prohibition does not apply to—

a. U.S. Forces Family members, regardless of nationality, who are officially recognized as dependents of members of the Force or of the civilian component under the NATO SOFA.

b. LN persons who are required to complete a period of practical training as part of their German training or advanced training program. All requests require prior coordination with the CPAC to conclude a contractual agreement.

## **APPENDIX A REFERENCES**

### **SECTION I PUBLICATIONS**

NATO Status of Forces Agreement and the Supplementary Agreement

*Arbeitszeitgesetz* (Worktime Law)

*Aufenthaltsgesetz* (Residence Law)

*Bundeserziehungsgeldgesetz* (Federal Child Care Allowance Law)

*Bundespersönalvertretungsgesetz* (Federal Personnel Representation Law)

*Gesetz über Teilzeitarbeit und befristete Arbeitsverträge (Teilzeit- und Befristungsgesetz)* (Part-Time and Temporary Employment Law)

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

*Jugendarbeitsschutzgesetz* (Law on Protection of Working Juveniles)

*Kündigungsschutzgesetz* (Law on Protection From Termination of Employment)

*Sozialgesetzbuch II, Grundsicherung für Arbeitsuchende* (Social Security Code II, Basic Benefits for People Seeking Work)

*Sozialgesetzbuch III, Arbeitsförderung* (Social Security Code III, Employment Promotion)

*Sozialgesetzbuch IV, Gemeinsame Vorschriften für die Sozialversicherung* (Social Security Code IV, Common Social Security Insurance Provisions)

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

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

*Tarifvertrag vom 31. August 1971 zur sozialen Sicherung der Arbeitnehmer bei den Stationierungsstreitkräften im Gebiet der Bundesrepublik Deutschland* (Social Security Agreement)

*Tarifvertrag vom 2. Juli 1997 über Rationalisierungs-, Kündigungs- und Einkommensschutz* (Protection Agreement)

DOD Instruction 1400.23, Employment of Family Members of Active Duty Military Members and Civilian Employees Stationed in Foreign Areas

DOD 1400.25-M, Department of Defense Civilian Personnel Manual (CPM)

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

AR 690-300.301 with AE Supplement 1, Overseas Employment

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

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

AE Regulation 690-64, Standards of Conduct, Corrective Actions, Termination Process, and Grievances—Local National Employees in Germany

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

AE Regulation 690-300.335.1, Merit Promotion and Placement

AE Pamphlet 690-70, Qualification Standards for Local National Positions

## **SECTION II FORMS**

SF 66, Official Personnel Folder

DA Form 2028, Recommended Changes to Publications and Blank Forms

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

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

AE Form 690-70C, Employment Contract for Local National Employees in Childcare Centers in Germany/*Arbeitsvertrag für ortsansässige Arbeitnehmer in Childcare-Zentren in Deutschland*

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

AE Form 690-70F, Request for Personnel Action - Non-U.S. (Germany)

AE Form 690-70G, Employment Contract Modification/*Änderungsvertrag zum Arbeitsvertrag für Arbeitnehmer der US-Streitkräfte*

## **APPENDIX B OFFICIAL PERSONNEL FOLDER**

### **B-1. PREPARATION**

Immediately on appointment, an official personnel folder (OPF) will be prepared for each employee with the U.S. Forces. For this purpose, SF 66 will be used.

### **B-2. MAINTENANCE**

The United States Army Civilian Human Resources Agency, Europe Region (CHRA-E), will maintain an OPF for each serviced local national (LN) employee. The OPF will document the entire period of employment with the U.S. Forces. If an individual is reappointed after a break in service, the inactive OPF, if still available, will be combined with the active OPF.

### **B-3. DOCUMENTS**

All job-related and personal documents that directly relate to the employment of the individual must be permanently filed in the OPF in chronological order by effective date of the action or event. This includes at least the following documents:

- a. Personnel questionnaire, proof of education and training, testimonials, and other personal documents that were submitted with an application for a position before or during employment with the U.S. Forces in Germany.
- b. Employment contract.
- c. Complaints and admonishments (for a specified duration).
- d. Official, job-related correspondence (for example, notice of termination for change of employment conditions, notice of termination, responses thereto).
- e. Written statements of the employee and petitions.
- f. Awards and recognitions.
- g. Suitability and security documents (for example, police good conduct certificates, Local National Screening Program results, Severely Handicapped Certificate, results of medical examinations). These may be identified as such and placed in a sealed envelope in the OPF.
- h. Verification of citizenship and status, working papers. (App G provides provisions regarding residence permits for non-German citizens.)

### **B-4. ACCESS**

Employees or their designated representatives will be allowed access to their OPF. They will be permitted to make an *Auszug* (extract), *Abschrift* (duplicate), *Ablichtung* (photocopy), or *Ausdruck* (printout) of automated data.

### **B-5. DISPOSITION**

On separation from employment, the OPF will be retained based on AE Regulation 25-400-2.

**APPENDIX C  
INFORMATION FOR NEW EMPLOYEES**

<b>Table C-1 Information for New Employees</b>		
Name of Employee		Employing Organization
<b>Part I-General Working Conditions</b>		
Physical examinations	Risk assessment (copy)	
Incentive awards	Organizational structure/responsibilities	
Employee-representative groups	Organizational nominations	
Administrative leave	Annual leave	
Employment certificate/testimonial	Protection of minors	
Job description (copy)	Complaints/grievances	
Workhours	Sickness	
CHRA-E responsibilities	Performance evaluation	
Controlling and Service Directorate	Wage/salary account	
Promotion opportunities	Maternity leave provisions	
U.S. Army mission	Position/job title/grade	
Foreign employees	Probationary period	
Requesting/reporting absences	Return of employing documents	
Termination of employment	Safety/accident prevention	
Provisions for SHEs and persons with equal status	Social security/life insurance	
Employer's pension scheme (pension fund/group insurance)	Tariff supplements	
Temporary duty/travel expenses	Accident reporting	
Access to official personnel folder	Rules of conduct	
Hiring process	Capital Formation Act	
Pay/supplements	Customs provisions	
Holidays	Dual appointment/employment	
I was informed of the subjects above and have received relevant handouts:		
Employee Signature	CPAC/CHRA-E Representative Signature	Date
<b>Part II-Work Information</b>		
Physical followup examinations	Performance requirements	
Other job-related training opportunities	Reporting changes in personal status	
Recognition for special performances	Reporting sickness	
Employee-representative groups	Reporting change of residence	
Instructions (from whom)	Lunch period/breaks	
Work-safety measures	Information/bulletin boards	
Breakrooms	Safety and security provisions	
Unit responsibilities	Lunchroom/canteen	
Employee's duties and responsibilities	Daily workhours	
Promotion opportunities	Restrooms	
Equipment/tools/supplies	Accident reporting	
Requesting other leave/absence	Suggestions for improvement	
Requesting annual leave	Available assistance	
Complaints	Prescribed participation in required training	
Installation pass/common access card (CAC)	Other duties as assigned	
I was informed of the subjects above and have received relevant handouts:		
Employee Signature	Supervisor Signature	Date

## **APPENDIX D**

### **TEMPORARY CHANGE OF DUTIES**

#### **D-1. APPLICABILITY**

This appendix applies both to employees who are temporarily promoted to perform higher level duties according to the *Tarifvertrag vom 16. Dezember 1966 für die Arbeitnehmer bei den Stationierungsstreitkräften im Gebiet der Bundesrepublik Deutschland (TV AL II)* (Collective Tariff Agreement), section 53, and to employees affected by special provisions for base closures, drawdown, restructuring, and other organizational measures resulting in position cancellations.

#### **D-2. DUTIES**

a. Temporary performance of higher level duties should be assigned to employees who, at the specific time, are in the same or a higher wage or salary group and who work in the same or a similar job series.

b. If duties must be temporarily assigned to an employee in a lower wage or salary group, the temporary promotion will be effected only if the higher level duties must be performed predominantly and require the majority of the employee's time. In addition, the following will be observed:

(1) The head of the organization must determine if the assigned duties can actually be considered higher level duties by the servicing classification division of the United States Army Civilian Human Resources Agency, Europe Region (CHRA-E), or by comparison with a similar position in the Fully Automated System for Classification before the employee can be assigned the supposed higher levels duties.

(2) Before assigning other duties, the head of the organization must inform the employee clearly and unmistakably whether or not the duties to be performed on a temporary basis are considered higher level or equivalent duties. To prove the accuracy of his or her statement, the head of the organization must get confirmation of the reviewed and approved position classification from the servicing classification division of CHRA-E.

#### **D-3. REQUIREMENTS**

The employee chosen to perform higher level duties must meet the following requirements:

a. The employee must meet the qualification standards in AE Pamphlet 690-70 for the position.

b. Higher level duties must have been performed without additional pay for a minimum of 30 consecutive calendar days.

c. The employee must confirm in writing that he or she will return to his or her previous position at the discretion of the head of the organization (fig D-1).

d. If it is expected that the period of assignment will exceed 30 calendar days, management must immediately submit a request for personnel action (RPA). If the employee replaces a military or U.S. employee, a position description must be submitted to determine the proper classification of the position. If the wage or salary group has been reviewed and approved by the classification division of CHRA-E and if it is higher than the employee's previous wage or salary group, a temporary promotion will be effected. The following will also be observed:

(1) All suitable employees, particularly severely handicapped employees (SHEs) and persons with equal status, within one employing organization must be considered for the temporary performance of higher level duties. The head of the organization must provide a written confirmation that all suitable employees of the agency have been considered (fig D-2).

(2) The selection for the temporary performance of higher level duties will be noncompetitive.

(3) Based on the provisions of the *Bundespersonalvertretungsgesetz (BPersVG)* (German Personnel Representation Law), temporary promotion for performance of higher level duties is subject to local employee-representative group participation. The head of an organization, or his or her deputy, must therefore submit individual actions for the temporary promotion for the performance of higher level duties to the local employee-representative group.

#### **D-4. PERMANENT APPOINTMENT**

Permanent appointment to the higher position that was previously filled temporarily will be in accordance with the usual competitive procedures and recruitment guidelines. It is not possible to automatically convert from temporary promotions to permanent promotions.

#### **D-5 STEP INCREASES**

Step increases are processed in accordance with the provisions of AE Regulation 690-69, part II, section 13, Article 53, paragraph 1.

#### **D-6. SPECIAL PROVISIONS**

In agreement with the employee-representative group, employees may be noncompetitively assigned temporarily to vacancies with a higher grade that will be abolished on the date the inactivation of the organization takes effect. Once the employee has performed the higher level duties for 30 days, the selected employee will be temporarily promoted to the position's wage or salary group that has been determined, reviewed, and approved by the classification division of CHRA-E. The employee will be paid in accordance with applicable tariff provisions. In addition, the following will apply:

a. In accordance with this special provision, the temporary promotion does not require an announcement under competitive procedures.

b. Before assigning higher level duties, the head of the organization must consider all suitable employees of the organization, particularly the SHEs and persons with equal status, and review whether the selected employee is suited to satisfactorily perform the higher level duties. With the statement in figure D-2, the head of the organization must, among other things, confirm in writing that he or she has considered the other employees and that he or she has reviewed the selected employee's suitability.

c. The employee selected for the higher level position does not have to meet all qualification requirements established for the position unless the duties of the position require completed university education (for example, engineering, teaching, medical personnel).

d. Assignments of higher level duties that result in a temporary promotion require the selected employee to sign a declaration of consent (fig D-3).

e. The temporary performance of higher level duties will end at the latest with the effective date of the inactivation of the servicing works council agency.

f. The head of the organization must involve the local employee-representative groups in the selection of the employee for the temporary promotion. The signed statement (fig D-1) must be submitted to the employee-representative groups.

---

**Employee Statement**

**TEMPORARY PERFORMANCE OF HIGHER LEVEL DUTIES**

I declare my consent to my temporary performance of higher level duties and my associated temporary promotion to the position \_\_\_\_\_ , wage/salary group \_\_\_\_\_ .

I furthermore declare my consent to the effect that, at the discretion of the head of the organization, I will return to my previous position with immediate effect without a written notification or notice of termination for change of employment conditions.

Date: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_

---

**Figure D-1. Temporary Performance of Higher Level Duties-Employee Statement**

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**TEMPORARY PERFORMANCE OF HIGHER LEVEL DUTIES**

I have considered all employees, particularly severely handicapped employees and employees with equal status, who are under my supervision and their qualifications before I made the decision to temporarily assign Mr./Ms. \_\_\_\_\_ to perform the duties of the higher level vacant position previously encumbered by Mr./Ms. \_\_\_\_\_.

Job Title: \_\_\_\_\_

Occupational Series: \_\_\_\_\_ /Grade: \_\_\_\_\_

Reason for Selection:

Date: \_\_\_\_\_

\_\_\_\_\_  
(Printed first and last names)

\_\_\_\_\_  
(Signature)

---

***VORÜBERGEHENDE AUSÜBUNG VON HÖHERWERTIGEN TÄTIGKEITEN***

*Ich habe alle unter meiner Aufsicht stehenden Arbeitnehmer/innen, insbesondere schwerbehinderte und Schwerbehinderten gleichgestellte Arbeitnehmer/innen, und ihre Eignung berücksichtigt, bevor ich meine Entscheidung getroffen habe, Herrn/Frau \_\_\_\_\_ die höherwertigen Tätigkeiten der freien Stelle, die vormals von Herrn/Frau \_\_\_\_\_ besetzt war, zuzuweisen.*

*Stellenbezeichnung:* \_\_\_\_\_

*Berufskennzahl:* \_\_\_\_\_ */Eingruppierung:* \_\_\_\_\_

*Auswahlgründe:*

*Datum:* \_\_\_\_\_

\_\_\_\_\_  
(Vor- und Nachname (in Druckbuchstaben))

\_\_\_\_\_  
(Unterschrift)

---

**Figure D-2. Temporary Performance of Higher Level Duties-  
Statement of the Head of the Organization**

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### Declaration of Consent

1. I herewith declare my consent with the temporary performance of higher level duties and with the associated temporary promotion to the position \_\_\_\_\_, wage/salary group \_\_\_\_\_, which will no longer be filled permanently due to the closure of my organization.

2. I also declare my consent to the effect that the temporary promotion to the above position will be effective on \_\_\_\_\_ (date), and will expire on \_\_\_\_\_ (date) or, at the latest, on the date of the final closure of my organization.

3. I also declare my consent to the following conditions:

a. During the time of temporary performance of higher level duties, my monthly compensation will be € \_\_\_\_\_.

b. The temporary performance of higher level duties and the associated temporary promotion will end on the day when, in connection with my placement rights under section 1 of the *Kündigungsschutzgesetz (KSchG)* (Law on Protection From Termination of Employment) or Article 4 of the *Tarifvertrag vom 2. Juli 1997 über Rationalisierungs-, Kündigungs- und Einkommensschutz (SchutzTV)* (Protection Agreement), I start work in an equivalent or reasonable position (resulting from my regular classification) with another employing organization as a result from my transfer or detail. A notice of termination for change of employment conditions is not required.

c. The temporary performance of higher level duties and the associated temporary promotion will end immediately without a notice of termination for change of employment conditions if I fail to effect my transfer or detail to the new position or if I fail to start my new position on the assigned date.

d. During the temporary performance of higher level duties and the associated temporary promotion, my placement rights under section 1 of the *KSchG* and Article 4 of the *SchutzTV* will be governed exclusively by the regular duties that I performed before my temporary promotion as well as by my previous regular classification.

4. In case of termination of my employment by ordinary notice, I herewith explicitly declare my consent to the effect that the amount of my indemnity payment according to the *SchutzTV* and other entitlements to benefits under the *Tarifvertrag vom 31. August 1971 zur sozialen Sicherung der Arbeitnehmer bei den Stationierungsstreitkräften im Gebiet der Bundesrepublik Deutschland* (Social Security Agreement) will be based on the regular classification, or rather, compensation applicable before the performance of higher level duties.

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Place/Date

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Employee's Signature

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**Figure D-3. Temporary Performance of Higher Level Duties-Declaration of Consent**

**APPENDIX E  
EMPLOYMENT RULES FOR LOCAL NATIONAL EMPLOYEES IN CHILDCARE  
CENTERS**

**E-1. GENERAL**

The policy in this appendix will be followed for the appointment of local national (LN) employees in Army in Europe childcare centers. AE Form 690-70C will be used as employment contract for LN employees employed in childcare centers.

**E-2. MEDICAL EXAMINATIONS AND VACCINATIONS**

Before starting employment, employees must undergo a medical examination and get the required immunizations. Required immunizations will be conducted in accordance with AR 608-10. Thereafter, annual examinations are required. Fulfillment of the vaccination requirements are a prerequisite to the conclusion of an employment contract. The job-related vaccination requirements for employees in childcare centers change periodically. The Occupational Health Office will keep abreast of the requirements and keep CHRA-E informed of any changes. On appointment, employees must provide proof of the vaccinations required by the Advisory Committee on Immunization Practices on the day of appointment. Specifically, the following will apply:

a. If the applicant provides proof of current immunizations, the proposed date for initiation of employment will be entered as in any other employment contract.

b. If the applicant does not have immunizations, but vaccinations have been administered, a maximum of 21 calendar days will be added to the date of the last vaccination, and the resulting date will be entered as the date of appointment. The community health nurse can help determine the appropriate date.

c. If vaccinations are still to be administered because the applicant does not have or cannot prove immunization protection, no employment contract will be concluded. Instead, the applicant will be provided with a commitment letter. The sample commitment letter in figure E-1 will be used for this purpose.

---

**(Letterhead)**

Dear Mr./Ms. \_\_\_\_\_

The \_\_\_\_\_ intends to hire you. Due to legal requirements under U.S. laws, employment as \_\_\_\_\_ and conclusion of a valid employment contract may be effected only after the required immunization protection for the diseases listed below has been obtained. *(List needed vaccinations.)*

To ensure immunization protection, a period of up to 21 calendar days is required after the date of the last vaccination.

The required vaccinations may be administered by a physician of your choice. Without undue delay, vaccinations must be administered within the next 3 workdays. Please provide the date of complete vaccinations immediately by telephone to *(name and telephone number of the servicing CPAC official)*. You will be reimbursed for any costs for vaccinations that are administered on request by the U.S. Forces.

If vaccinations are not administered within 3 workdays due to your own negligence, the U.S. Army will no longer be bound to its offer of employment.

If vaccinations cannot be administered within 3 workdays for reasons other than your negligence (vaccine is not available, sickness prevents vaccination), please let \_\_\_\_\_ *(the name of the organization or the servicing CPAC official)* know immediately by calling \_\_\_\_\_.

Sincerely,

Signature of the CPAC official

---

**Figure E-1. Sample Commitment Letter**

## **APPENDIX F**

### **EMPLOYMENT OF LN PEST CONTROLLERS**

#### **F-1. GENERAL**

Pest-management personnel will be employed according to the provisions of the *TV AL II* and the following conditions.

#### **F-2. PROCEDURES**

a. Employees will be appropriately trained and undergo a professional test to receive or renew a license to perform pesticide functions and apply pesticides. The responsible Command Consultant, IMCOM-Europe (IMEU-PWO), will monitor required training and certification. If severely handicapped pest controllers or pest controllers of equal status participate in the training and tests, the severely handicapped employee representative group will be invited to these tests. The professional test for pest-management personnel must be renewed every 3 years.

b. Employees who fail the professional test for the required license will be granted a “light” certificate that identifies an employee whose duties are restricted to surveillance, bait boxes, and other duties except applying pesticides. The pest-management command consultant will always be involved when employees do not pass the professional tests and must be issued a “light” certificate.

c. Employees who, due to medical problems that are proven to have resulted from pest-management functions, cannot continue employment as a pest controller will be granted income protection (income protection supplement) when placed in a lower-graded position according to the *Tarifvertrag vom 2. Juli 1997 über Rationalisierungs-, Kündigungs- und Einkommenschutz (SchutzTV)* (Protection Agreement), Article 5. In these cases, the employee is not required to meet the requirements of Article 4 of the *SchutzTV*. The income-protection supplement will not be absorbed by wage or salary increases.

## **APPENDIX G**

### **RESIDENCE-PERMIT REQUIREMENTS**

#### **G-1. APPLICABILITY**

The provisions of this appendix apply to citizens of non-European Union (EU) countries and citizens of central and eastern European countries that joined the EU effective 1 May 2004 or later (except Malta and Cyprus (Greek part)) who seek employment with the U.S. Forces.

#### **G-2. POLICY**

a. With the enactment of the new *Aufenthaltsgesetz* (Residence Law), which became effective 1 January 2005, local German labor agencies no longer issue separate work permits. Instead, the *Ausländeramt* (alien-registration office), in cooperation with the respective German labor agency, will issue either an *Aufenthaltserlaubnis* (temporary residence permit, which may or may not include permission to work) or a *Niederlassungserlaubnis* (permanent residence permit, which always permits the foreign citizen to work), which are referred to as *Aufenthaltstitel* (residence permits).

b. With a few legal exceptions, citizens of non-EU countries who enter Germany with the intent to enter into gainful employment must have the appropriate residence permit. Residence permits will be issued as either—

- (1) A *Visum* (visa).
- (2) An *Aufenthaltserlaubnis*.
- (3) A *Niederlassungserlaubnis*.

c. The *Niederlassungserlaubnis* always permits the foreign citizen to engage in gainful employment. The *Aufenthaltserlaubnis* must specifically allow for employment. Foreign citizens who do not have a valid residence permit allowing for employment may not be employed. Dependents of members of a Force or of the civilian component are exempt from the residence-permit requirements.

d. Citizens of EU countries do not require a residence permit. They will automatically be issued a certificate for EU residence rights by the registration office. However, citizens from the Czech Republic and the Republics of Bulgaria, Estonia, Hungary, Latvia, Lithuania, Poland, Romania, Slovakia, and Slovenia must still obtain a work permit allowing for gainful employment. This certificate will be issued as an EU work permit or EU work authorization. This requirement will be in effect until 30 April 2011 for the Czech Republic and the Republics of Estonia, Hungary, Latvia, Lithuania, Poland, Slovakia, and Slovenia; and no longer than until 31 December 2013 for Bulgaria and Romania. The EU work permit or EU work authorization will continue to be issued by labor agencies.



## 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)
AE	Army in Europe
AR	Army regulation
BEEG	<i>Gesetz zum Elterngeld und zur Elternzeit</i> (Law on Parental Allowance and Parental Leave)
BErzGG	<i>Bundeserziehungsgeldgesetz</i> (Federal Child Care Allowance Law)
BPersVG	<i>Bundespersönlichkeitsvertretungsgesetz</i> (German Personnel Representation Law)
CAC	common access card
CHRA-E	United States Army Civilian Human Resources Agency, Europe Region
CPAC	civilian personnel advisory center
DODI	Department of Defense instruction
EOD	entry on duty
EU	European Union
IDP	individual development plan
KSchG	<i>Kündigungsschutzgesetz</i> (Law on Protection From Termination of Employment)
LN	local national
NATO	North Atlantic Treaty Organization
OJT	on-the-job training
OPF	official personnel file
RIF	reduction in force
RPA	request for personnel action
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
SOFA	Status of Forces Agreement
TV AL II	<i>Tarifvertrag vom 16. Dezember 1966 für die Arbeitnehmer bei den Stationierungstreitkräften im Gebiet der Bundesrepublik Deutschland</i> (Collective Tariff Agreement II)
TzBfG	<i>Gesetz über Teilzeitarbeit und befristete Arbeitsverträge</i> (Part-Time and Temporary Employment Act)
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

## **SECTION II TERMS**

### **employing organization**

The specific part of an organization in which the position of an employee is located.

### **Family members**

Persons who are entitled to support because of their relationship to a member of the Force or of the civilian component as defined by the NATO Status of Forces Agreement, Article 1, paragraph 1(c). Spouses and unmarried children or stepchildren of locally hired appropriated and nonappropriated fund employees are not considered Family members for employment purposes.

### **local national employee**

An employee who is employed pursuant to German labor laws as modified based on Article 56 of the Supplementary Agreement to the NATO Status of Forces Agreement and supplementary agreements, and the *Tarifvertrag vom 16. Dezember 1966 für die Arbeitnehmer bei den Stationierungstreitkräften im Gebiet der Bundesrepublik Deutschland* (Collective Tariff Agreement II).

### **organization**

Refers to a works-council agency, that is, all employing organizations and employing-organization parts represented by the same works council.

### **person with equal status**

A person with a disability of less than 50 but at least 30 percent who has been issued a certificate of equal status by the responsible labor agency.

### **standard retirement age**

The standard age required by law for receiving an old-age pension. As a rule, employment ends on the last day of the month in which the standard retirement age is reached.