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(USAFE)**

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**IMPLEMENTATION OF COLLECTIVE
TARIFF AGREEMENT (CTA II) AND
OVERTARIFF CONDITIONS FOR LABOR IN
THE FEDERAL REPUBLIC OF GERMANY**

COMPLIANCE WITH THIS PUBLICATION IS MANDATORY

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This instruction implements AFPD 36-7, Employee and Labor-Management Relations, and contains explanations and instructions for the implementation of various provisions of the Collective Tariff Agreement (CTA II). It also outlines conditions of employment established outside CTA II by agreement between the US Forces and the Federal Republic of Germany (FRG) Federal Ministry of Finance (FMF). The instruction applies to all civilian employees of US Forces and DoD elements in Germany who are administered by a USAFE Civilian Personnel Flight (CPF), and whose employment conditions are regulated by the CTA II or an individual employment agreement related thereto. Overtariff conditions of employment established in the following chapters constitute joint US Forces policy developed and agreed to by the Civilian Personnel Coordinating Committee for Germany under the provisions of the CTA II. Overtariff conditions are either for mandatory application or optional use as prescribed in the appropriate chapter. Unless specified otherwise, authority for approval of optional conditions will rest with the Air Force commander delegated authority for civilian personnel administration (AFI 36-102/USAFE Supplement 1, Basic Authority and Responsibility for Civilian Personnel), herein after referred to as the responsible installation commander. Make decisions by applying the principle of equal treatment for employees who are in a comparable situation and qualify under the same requirements. Civilian Personnel Offices (CPO) will promptly inform International Personnel (HQ USAFE/DPCI) of problems encountered or anticipated in the application of negotiated employment conditions or implementing instructions contained in this instruction to avoid interpretations that are in conflict with the original intent. In particular, this will apply when management actions based on CTA II or this instruction are challenged in litigations before German labor courts. This instruction prescribes USAFE Form 199, Employee Inquiry; USAFE Form 201, Application for Employment with the U.S. Air Forces in Germany/ Anstellungsbewerbung mit den US Luftstreitkräften in Deutschland; USAFE Form 202, Annual Leave Record/Urlaubskontrollkarte (Germany, only); USAFE Form 818, Position Exposed to Severe Conditions, USAFE Form 857, Leave Request/Urlaubsantrag; USAFE Form 858, Request For Additional Leave Entitlements Under The

Severely Handicapped Act (SHA)/Antragsstellung von Zusatzurlaub nach dem Schwerbehindertengesetz (SchwbhG).

SUMMARY OF CHANGES

This interim change prescribes the new USAFE Form 203, Personal Data Sheet/ Personaldatenblatt. A margin bar (|) indicates newly revised material.

Chapter 1— IMPLEMENTATION OF GENERAL PROVISIONS OF THE COLLECTIVE TARIFF AGREEMENT (CTA II)	6
1.1. General.	6
1.2. Article 4 - Employment Contract, Medical Examination.	7
1.3. Article 5 - Probationary Period.	8
1.4. Article 6 - Personnel Records.	9
1.5. Article 8 - Creditable Period of Employment.	9
1.6. Article 9 - Regular Hours of Work.	10
1.7. Article 10 - Overtime.	11
1.8. Article 11 - Work at Night.	13
1.9. Article 12 - Work on Sundays.	13
1.10. Article 13 - Work on Holidays.	14
1.11. Article 14 - Work in Shifts and Rotating Shifts.	14
1.12. Article 16 - Computation of Earnings.	15
1.13. Article 18 - Age Differentials.	15
1.14. Article 20 - Time Supplements.	16
1.15. Article 21 - Other Supplements.	16
1.16. Article 22 - Disbursement of Earnings.	16
1.17. Article 26 - Absence.	16
1.18. Article 27 - Holidays.	17
1.19. Article 28 - Excuse From Work.	17
1.20. Articles 29. and 30. - Unfitness for Work.	18
1.21. Article 33 - Annual Leave.	19
1.22. Article 34 - Additional Leave.	25
1.23. Article 35 - Employment outside the Regular Duty Stations.	25
1.24. Article 37 - Protective and Occupational Clothing.	25
1.25. Article 38 - Death Benefits.	26

1.26.	Article 39 - Additional Old Age Insurance.	26
1.27.	Article 43 - Termination of Employment during Probationary Period.	26
1.28.	Article 44 - Termination of Employment by Ordinary Notice.	27
1.29.	Article 45 - Termination of Employment by Extraordinary Notice.	27
1.30.	Article 46 - Termination of Employment without Notice.	28
1.31.	Article 47 - Form of Notice.	30
1.32.	Article 48 - Testimonials and Certificates.	30
1.33.	Article 49 - Time Limits on Claims.	31
1.34.	Article 52, 53 - Re-grading, Tariff Change, Temporary Change of Duties.....	32
1.35.	Article 55 - Salary Steps for Salaried Employees.	32
1.36.	Article 57 - Leaders.	34
1.37.	Article 64 - Review of Grading.	34
1.38.	CTA II, Appendix C - Special Provisions for Salaried Employees.....	34
1.39.	CTA II, Appendix D - Special Provisions D for Meister (Salaried Foremen).	34
1.40.	CTA II, Appendix P - Special Provisions for Fire-fighting and Guard Personnel.	35
1.41.	CTA II, Appendix R, Employment Outside the Regular Duty Station.	36
1.42.	CTA II, Appendix V - Vacation Bonus.	36
1.43.	CTA II, Appendix W - Christmas Bonus.	36
1.44.	CTA II, Appendix Z - Special Provisions Z for Employees in Civilian Service Units (CSU).	37
Table 1.1.	CTA II, APPENDIX Z REGULAR WORK HOURS & PAY	38
Chapter 2— CREDITABLE SERVICE		39
2.1.	Definition of Creditable Service.	39
2.2.	Basis for Recognition.	39
2.3.	Extent of Credit.	39
2.4.	Waiver of Tariff Restrictions.	40
2.5.	Military Service.	40
2.6.	Other Time Periods Creditable by Law.	42
2.7.	Establishment of EOD Dates.	42
2.8.	Approval of Voluntary Credits.	43
2.9.	Service Computation Date.	43
2.10.	Documentation.	43

Chapter 3— SERVICE RECOGNITION AWARDS 44

3.1. Policy. 44

3.2. Creditable Service. 44

3.3. Type of Awards and Eligibility Requirements. 44

3.4. Award Ceremonies. 44

3.5. Administrative Procedures. 45

3.6. Charging of Payments. 45

Chapter 4— PROTECTION RIGHTS 46

4.1. Explanation of Terms. 46

4.2. Income Protection. 46

4.3. Placement Priority. 49

Chapter 5— SOCIAL SECURITY SUPPLEMENT 50

5.1. Authority. 50

5.2. Amount of Supplement. 50

5.3. Procedures. 50

5.4. Payment. 51

5.5. Form Memorandum Example. 51

Chapter 6— CHANGES TO HIGHER LEVEL WORK OR GRADE 53

6.1. General. 53

6.2. Establishment of Effective Dates. 53

6.3. Temporary Change of Duties (Replacement). 54

6.4. Temporary Change of Duties (Detail). 56

6.5. Assignment to Higher Level Position on Probation. 57

Chapter 7— ESTABLISHMENT OF WORK HOUR SCHEDULES 59

7.1. Weekly Work Hours. 59

7.2. Daily Work Hours. 59

7.3. Breaks. 60

Chapter 8— ON-CALL DUTY 61

8.1. Use of On-Call Duty. 61

8.2. Periods of On-Call Duty. 61

8.3.	Compensation.	61
8.4.	Administrative Procedure.	62
8.5.	Termination.	62
8.6.	Supplement to the Employment Contract concerning On-Call Duty.	63

Chapter 9— TIME OFF FOR SPECIAL PURPOSES 64

9.1.	General.	64
9.2.	Explanation of Terms.	64
9.3.	Principles.	64
9.4.	Traditional Local Holidays.	64
9.5.	Outings.	65
9.6.	Attending Civic or Professional Functions.	65
9.7.	Attending Trade Union Functions.	66
9.8.	CPF Coordination.	67
9.9.	Civil Defense Activities.	67
9.10.	Nursing of Sick Children.	68
9.11.	Travel Expenses.	68

Chapter 10— EXPRESSIONS OF RESPECT IN CASE OF DEATH 69

10.1.	Policy.	69
10.2.	Floral Tributes.	69
10.3.	Obituary Notices.	69
10.4.	Responsibilities.	70

Chapter 11— SEVERITY ALLOWANCE PAYMENTS 71

11.1.	General.	71
11.2.	Policy.	71
11.3.	Procedures.	73
11.4.	Forms Prescribed.	74

Attachment 1— GLOSSARY OF REFERENCES AND SUPPORTING INFORMATION 75

**Attachment 2— SPECIFIC GUIDANCE ON APPLICATION OF COLLECTIVE
TARIFF AGREEMENT II, APPENDIX S, SECTION II, PARAGRAPHS
1 THROUGH 6 77**

Chapter 1

IMPLEMENTATION OF GENERAL PROVISIONS OF THE COLLECTIVE TARIFF AGREEMENT (CTA II)

1.1. General. This Chapter prescribes articles of the CTA II (major parts I and II) and Appendices thereto that require explanation, interpretation, or a policy decision to ensure proper and uniform application. Whenever tariff provisions are implemented by a separate regulatory issuance, an appropriate reference is shown under the respective article.

Article & Title

Article 4 - Employment Contract, Medical Examination

Article 5 - Probationary Period

Article 6 - Personnel Records

Article 8 - Creditable Period of Employment

Article 9 - Regular Hours of Work

Article 10 - Overtime

Article 11 - Work at Night

Article 12 - Work on Sundays

Article 13 - Work on Holidays

Article 14 - Work in Shifts and Rotating Shifts

Article 16 - Computation of Earnings

Article 18 - Age Differentials

Article 20 - Time Supplements

Article 21 - Other Supplements

Article 22 - Disbursement of Earnings

Article 26 - Absence

Article 27 - Holidays

Article 28 - Excuse from Work

Article 29, 30 - Sickness

Article 33 - Annual Leave

Article 34 - Additional Paid Leave

Article 35 - Employment Outside Regular Duty Station

Article 37 - Protective and Occupational Clothing

Article 38 - Death Benefits

Article 39 - Additional Old Age Insurance

Article 43 - Termination of Employment During Probationary Period

Article 44 - Termination of Employment by Ordinary Notice

Article 45 - Termination of Employment by Extraordinary Notice

Article 46 - Termination of Employment Without Notice

Article 47 - Form of Notice

Article 48 - Testimonials and Certificates

Article 49 - Time Limits on Claims

Article 52, 53 - Regrading, Tariff Change, Temporary Change of Duties

Article 55 - Salary Steps for Salaried Employees

Article 57 - Leaders

Article 64 - Review of Grading

CTA II, Appendix C - Special Provisions for Salaried Employees

CTA II, Appendix P - Special Provisions for Firefighters and Guard Personnel

CTA II, Appendix R - Employment Outside Regular Duty Station

CTA II, Appendix V - Vacation Bonus

CTA II, Appendix W - Christmas Bonus

CTA II, Appendix X - Severance Pay

CTA II, Appendix Z - Special Provisions for Employees in Civilian Service Units (CSU)

1.2. Article 4 - Employment Contract, Medical Examination.

1.2.1. AF Form 825, Non-US Citizen Notification of Personnel Action/Bestätigung einer Personalmaßnahme (Non-US (Germany), written employment contracts required under paragraph 1.1., this article. Procedures prescribed in USAFE Civilian Personnel Directive (CPD) 26 will apply. Supplemental written terms of employment or special employment agreements required or authorized by other USAFE directives or instructions will be appended to the basic employment contract.

1.2.2. Employment for other than an indefinite period (temporary appointment) is authorized to meet special or intermittent workloads, or substitute for absent employees. In the absence of such factual justification, temporary employment is also authorized under provisions of the Employment Promotion Act (EPA). The duration of temporary appointments must be clearly specified on execution of the contract by stating the date or event at which they will expire. If this is not done, such employment is considered indefinite under German law, and termination will require regular advance notice.

1.2.2.1. Extension of temporary employment beyond the originally established expiration date or event requires mutual agreement. Such action should not be taken unless it is evident that the function requiring the extension will discontinue at a given date or event. A succession of several temporary appointments with the same activity may cause the employee to acquire the same legal rights as under an indefinite contract, and will no longer allow termination without regular notice.

Temporary employment contracts concluded under the EPA cannot be extended beyond 18 months, nor any shorter period originally agreed upon.

1.2.2.2. An employee will not be allowed to perform work beyond the established contract expiration date. Acceptance of such work is tantamount to continuation of the temporary employment contract for an indefinite period.

1.2.3. Appointment actions will be accomplished effective the date the employee starts working. An exception to this rule will apply when an employee is hired at the beginning, that is, the first workday of a calendar month. In this case the appointment will be made effective the first of the month, although that day may have been a non-work day such as Saturday, Sunday, or a German legal holiday. Application of this policy is not authorized when the appointment was deferred beyond the first day of a calendar month for reasons personal to the employee.

1.2.4. "Anstellungsbewerbung bei den US Luftstreitkräften in Deutschland" is the personnel questionnaire to be completed by each applicant. Working papers are tax card, social security record, police good conduct certificate, and for non-German nationals other than citizens of European Community countries and dependents of members of the Sending States Forces (SSF) or a civilian component, residence and working permits. The annual leave certificate is needed when the employee was employed with another employer in the current year (see CTA II, Article 33, paragraph 2). For residence and working permits, the CPF will maintain a suspense control system to ensure renewal in due time. Employment inquiries will be conducted by USAFE Form 199, Employment Inquiry. AF Form 825 effecting appointment of concerned employees will be annotated to the effect that failure to produce a renewed residence or working permit on expiration of the old one may constitute reason for termination of the employment contract.

1.2.5. Aside from costs of medical examinations, which an employee is required to undergo based on legal requirements (paragraph 1.4.), the employing organization will also bear the costs of other medical examinations an employee is requested to take in order to determine physical fitness and qualifications during the term of employment.

1.3. Article 5 - Probationary Period.

1.3.1. Maximum probationary period established in paragraph 1, this article, will be applied on initial appointment. The same applies on reappointment after a break in service in the meaning of CTA II, Article 8, paragraph 2 and 4, as implemented by **Chapter 2**, this instruction.

1.3.2. A probationary period under the conditions of this article in conjunction with CTA II, Article 43, does not apply to employees who are re-appointed without a break in service or assigned to other positions. CTA II, Article 53, specifically covers trial periods on assignment to higher level positions. Refer to **Chapter 6**, this instruction, for detailed implementing instructions.

1.3.3. One-time extensions of probationary periods required for reasons to conduct security checks in paragraph 2, this article, must be initiated sufficiently in advance by supervisors to permit notification of the employee before the end of the initially established probationary period, and an appropriate change of the employment contract. Full justification will be provided the CPF on USAFE Form 52, Request for Personnel Action - Non-US (Germany). For further instructions refer to USAFE CPD German 26, Annex D and USAFE Instruction (USAFEI) 36-728, Non-US Citizen Personnel and Position Actions-Germany, Attachment 4. The same procedures apply for extensions of probationary peri-

ods based on paragraph 3, this article. Report all extensions of probationary periods to the works council.

1.3.4. USAFE Instruction 36-716, Probationary Period Appraisal and Performance Evaluation Non-US Citizen Employees, outlines procedures governing probationary period appraisal actions.

1.4. Article 6 - Personnel Records.

1.4.1. Employees have the right to see the following documents on file in the servicing CPF or the employing organization (AF Form 971, Supervisor's Employee Brief).

1.4.1.1. Personnel Questionnaires (USAFE Form 201 or equivalent).

1.4.1.1.1. USAFE Form 203, Personal Data Sheet/Personaldatenblatt will be used in connection with USAFE Form 201. It will be completed by job applicants selected for appointment to obtain necessary employment data upon the actual appointment. The completed form will be filed in the Official Personnel File (OPF).

1.4.1.2. Employment contract and related notifications of personnel action or personnel action requests (USAFE Form 52, AF Form 825 or computer produced mass notifications).

1.4.1.3. Classification records including position descriptions and evaluation statements.

1.4.1.4. Performance evaluations relating to employment with the US Forces.

1.4.1.5. Medical reports unless marked "for employer use only" by the issuing medical authority.

1.4.1.6. Testimonials (for example, employment certificates, letters of recommendation).

1.4.1.7. Petitions and written statements of the employee retained in official personnel files.

1.4.1.8. Admonishments and letters of warning.

1.4.2. In exercising the right to make copies of their personnel record, employees are not entitled to use the services of respective staff members or government equipment unless approved by the CPF or responsible supervisor, nor may they remove any documents from the office where they are kept.

1.4.3. Employment information and investigative records will not be disclosed to employees.

1.5. Article 8 - Creditable Period of Employment.

1.5.1. Creditable employment with the SSF is service with the Forces of Belgium, Canada, France, the United Kingdom, and the United States stationed in the FRG.

1.5.2. A separation for "employee's own fault" that forfeits credit for preceding employment (paragraph 2a, this article) refers only to those causes for which employees can be held responsible, or which they can control. The clause does not apply, for example, to separations for prolonged absence due to illness, regardless of whether effected with ordinary or extraordinary notice, or disqualification for a particular job. Paragraph 2b and 4., this article, list additional exceptions.

1.5.3. When an employee resigns from employment with the forces of another Sending State or another US Forces agency to accept employment with an Air Force installation, such resignation will not cause a break in service (paragraph 2a, this article) if appointment by the USAF is effective not later than the first workday following effective date of resignation. If the new position is classified at a lower grade than previously held, the action does not constitute a change to lower grade in the mean-

ing of Article 52, paragraph 1b., and Article 55, paragraph 5, will not be applied (see also this Chapter, paragraph 1.35.4.4.). Changes between appropriated fund and non-appropriated fund employment, or between different USAF agencies that involve resignation from the losing activity should not be processed as resignation or appointment actions, but rather as reassignment, transfer, or other more pertinent personnel action.

1.5.4. Service recognition under paragraph 3, this article, is only possible if appointment by an Air Force installation is on the first workday following termination of employment with the Bundeswehr or other Ministry of Defense (MOD) organization.

1.5.5. Refer to **Chapter 2**, this instruction for additional instructions and outside-tariff policy on creditable periods of employment and establishment of entrance on duty (EOD) dates.

1.6. Article 9 - Regular Hours of Work.

1.6.1. Paragraph 1, this article, prescribes regular work hours for a week (standard workweek). Installation commanders will determine, subject to works council participation, the number of workdays in a week, and the number of daily work hours in consideration of mission requirements and service needs. **Chapter 7**, this instruction, provides guidance related to the establishment of work hour schedules and break periods.

1.6.2. Extensions of regular work hours under this article, paragraph 2, beyond the standard workweek, or beyond longer regular hours established for specific employee groups under authority contained in various CTA II appendices (for example for boilermen or drivers) are permissive only if extended hours regularly constitute stand-by time as defined in paragraph 2a. As extended regular work hours in most instances are subject to premium pay (CTA II, article 20, paragraph 2), authority in paragraph 2 should only be used, if an employee's continued presence on the job is necessary. Otherwise, on-call arrangements should be made on the basis of provisions in **Chapter 8**, this instruction. On the other hand, optimum use will be made of work hours available under specific provisions of CTA II, for example, for firefighters in Appendix P, if this is possible at no increase in the employee's basic compensation and total labor costs.

1.6.3. Whenever the standard workweek is extended based on this article, paragraph 2a, or special provisions in an Appendix to the CTA II, a firm regular tour of duty will be established in the employing activity and announced to employees. Works council participation rights will be observed. The actual or average number of regular work hours for a week, double week, or month, as appropriate, that constitute the basis for an employee's basic pay entitlement will be reflected on AF Form 825 or other typewritten notification and time and attendance reports transmitted to the Office of Defense Cost (ODC) payroll office. Refer to USAFE CPD German 26 (new: USAFEI 36-735) for additional administrative instructions.

1.6.4. Provisions in paragraph 3, this article, allow for an uneven distribution of regular work hours over a two or three week or six month period. Application requires establishment of a specific duty schedule for each week, and appropriate announcement to affected employees in due consideration of works council participation rights. Overtime work will be governed by the provisions of CTA II, Article 10, paragraph 1, that is, overtime hours will be those worked beyond the number of regular work hours established by duty schedule for a particular week, not those exceeding the standard workweek (CTA II, Article 9, paragraph 1), or the average for a two or three week or six month period. For exceptions to this rule see paragraph 1.7.1. this Chapter.

1.6.5. Authority in paragraph 4, this article, to change work hour arrangement in an activity with a one-week notification extends to any upward or downward adjustment of the number of established regular work hours that exceed the standard workweek in CTA II, Article 9, paragraph 1 or appropriate provisions in CTA II Appendices; the distribution of work hours; and general changes in duty or shift schedules. Supplementary provisions to Article 9, paragraph 4 are in Appendices H and P, CTA II.

1.6.5.1. The announcement of work hour or duty schedule changes under this special tariff authority will be accomplished by informal notification (Ankündigung), not a formal notice of change in employment conditions (Änderungskündigung). This also applies if affected employees, as a result of the directed change, will incur a reduction in pay. However, especially in the latter case it will be appropriate to issue the notification at the earliest practicable date commensurate with operational requirements, rather than delaying the announcement until one week before the proposed effective date.

1.6.5.2. Authority to effect work hour changes as discussed above is in no way abrogated by work hour entries in the employment contract (AF Form 825) prescribed in 1.6.3. above. Paragraph 1 of the General Employment Conditions which are part of individual contracts, specifically states that employment is governed by the provisions of CTA II as in effect at any given time. Paragraph 8 provides for observation of advance notice or notification requirements as outlined in the CTA II or individual employment agreements when changing the personal conditions of employment. For work hour changes formal advance notice is not applicable as clearly stated in CTA II, Article 9, paragraph 4. The declaratory entry of hours of work on AF Form 825, item 13b, merely reflects currently established work hours chiefly for purposes of determining minimum basic pay entitlements. It cannot be construed to constitute a modification or exclusion of binding tariff provisions in CTA II, Article 9.

1.6.5.3. All management proposed changes in work hours require early notification of the servicing CPF to ensure timely coordination with the agency works council under governing legal code-termination procedures. Whenever the change involves an increase or decrease in the number of regular work hours with impact on employee's basic compensation, notification will be accompanied by a USAFE Form 52 (see USAFEI 36-728, Attachment 2, table A2-4, rule 1).

1.6.5.4. Authority in this article, paragraph 4, will not be used to change the work hours of an individual employee while the regular work hour schedule of the respective activity or section remains unchanged. If such a change is adverse to the employee, and the employee disagrees, the action will require issuance of a notice of change in employment conditions.

1.6.6. The term "short time work" in this article, paragraph 8, refers to situations that require a temporary reduction of established standard work hours (CTA II, Article 9, paragraph 1 or appropriate provisions in CTA II appendices) for reasons such as shortage of supplies and utilities, breakdown or exchange of machinery, destruction and rebuild of workshops, and temporary loss of service functions. As introduction of short time work with a proportionate reduction in pay is only possible for wage earners, and may produce undesirable reactions from within the work force as well as union and host government authorities, action to that effect will not be initiated without prior approval from Civilian Personnel Division (HQ USAFE/DPC). Requests forwarded for approval will contain a detailed analysis of all factors bearing on the situation and full justification for the planned action.

1.7. Article 10 - Overtime.

1.7.1. All hours an employee is directed to work in addition to the regular work hours established by the employing activity for a week are overtime hours (paragraph 1, this article), and subject to premium pay (paragraph 3, this article). Hours worked in addition to regular daily work hours are not overtime hours, if equivalent time off is given in the same workweek. Different overtime computation bases apply to:

1.7.1.1. Long-haul drivers (CTA II, Appendix F), and some selected CSU employees (CTA II, Appendix Z): Regular work hours for a consecutive two-week period.

1.7.1.2. Firefighters and policemen on extended tours of duty (CTA II, Appendix P, paragraph I.4a & b): Regular work hours for a six-month period.

1.7.1.3. Salaried employees in fire-fighting activities identified in CTA II, Appendix P, paragraph I.1b: Regular work hours for a calendar month.

1.7.2. Requiring employees to work overtime is limited to urgent situations by both the collective tariff agreement and German law. A case of urgency exists when an unusual occasional or seasonal workload must be accomplished within a given time period, and additional personnel are not available, or when performance of overtime work is more economical than hiring temporary employees or paying for charges or damages that would otherwise occur. Overtime work would also be justified by unexpected absence of several employees or sudden personnel losses.

1.7.3. Overtime work is always authorized in emergencies (for example, flood, fire, disasters, military exigencies) and other extraordinary situations that are outside management's control, whose consequences cannot be avoided in any other way, especially if there is threat of supplies or food to perish, or irreparable damage to working products, industrial machinery or equipment.

1.7.4. Installation commanders are responsible for the establishment of controls that preclude excessive or regular overtime work, and ensure compliance with governing host country law. Authority for directing and approving overtime work may be exercised by designated lower echelon officials of the commander's staff, or heads of associate organizations, in consideration of the following:

1.7.4.1. Anticipated overtime work for specific time periods and groups of employees is subject to works council coordination. Proposing offices will submit the same information that is required for regular work hour changes to the CPF to permit timely compliance with governing codetermination rules. Base instructions prescribing use of AF Form 428, Request for Overtime, Holiday Premium Pay and Compensatory Time, for approving and funding overtime work should provide for requests approved by appropriate comptroller functions to be returned to supervisors through the CPF.

1.7.4.2. Employees may be required to work overtime if within 6 months or 24 weeks the average of 8 hours per workday will not be exceeded (Article 3, German Work Time Act--ArbZG). Not counted against the above limits are overtime hours performed over and above regular work hours established according to applicable CTA II provisions, but within the legally permissible 48 hours per week, provided restrictions in 1.7.4.3. below are observed. If urgent operational reasons necessitate overtime work exceeding the time limits, approval must be obtained from HQ USAFE/DPC.

1.7.4.3. Overtime hours in addition to the daily tour of duty must be limited so that the daily work hours will not exceed 10.

1.7.4.4. Overtime required on work free Saturdays must not exceed ten hours. These limits also apply to total work hours employees can be required to work on days preceding German legal holidays.

1.7.4.5. Overtime work required for reasons stated in 1.7.3. above is not counted against the limits explained in 1.7.4.2. and 1.7.4.3.

1.7.4.6. As a rule, juvenile employees below age 18 may not be required to work overtime. Exceptional situations are governed by Article 21 of the Law for Protection of Working Juveniles (JArbSchG).

1.7.4.7. At their request, severely handicapped employees will be excused from overtime work (Article 46, Law on Severely Handicapped Persons-Schwbg), except when the conditions of Article 14, Work Time Act are met (work in emergencies or unusual cases). This is not applicable to employees for whom performance of overtime work is part of their employment contract and compensated by the rates established in tariff or special salary schedules (i.e., salaried employees in C 8, 9, 10 (SSS); KD 1, 2, 3; ZB 9, 10, 11; and managers in Appendices H and T).

1.7.4.8. Pregnant employees and nursing mothers may not be scheduled for overtime work at all (Article 8, Mother Protection Law-MuSchuG).

1.7.5. In the interest of an effective control compensatory time off instead of basic compensation for overtime work (paragraph 1.4.) should be given as soon as possible within the following 3 calendar months. In any event, the employee will be entitled to the overtime supplement. Different time limits or criteria for compensatory time off apply to:

1.7.5.1. Employees in clubs, messes, and billets (CTA II, Appendix H, paragraph I.4c(1)).

1.7.5.2. Long-haul drivers (CTA II, Appendix F, paragraph I.3).

1.7.5.3. CSU personnel when assigned work outside the regular duty station (CTA II, Appendix Z, paragraph I.4).

1.7.6. Part-time employees are not eligible for overtime supplements as long as they do not work beyond the full regular workweek applicable to their employing activity under CTA II Article 9, or respective provisions in CTA II appendices. A statement to that effect will be included in the employment contract (AF Form 825) to prevent erroneous payroll computation or claims.

1.8. Article 11 - Work at Night. The minimum compensation requirement established in this article, paragraph 2b, (regular earnings for two hours including supplements) applies only to supplements for night work. Other supplements, for example, for overtime, will be paid only for hours actually worked.

1.9. Article 12 - Work on Sundays.

1.9.1. The requirement that an employee, whose regular tour of duty includes work on Sundays, should have at least two Sundays off in a calendar month (one Sunday in catering establishments and billets) will be observed. Exceptions could be justified, if unforeseeable situations demand that an employee is called to work on a scheduled Sunday off. Examples of such situations would be sickness of employees originally scheduled for Sunday work, unexpected personnel shortages, or extra workload.

1.9.2. If a German legal holiday falls on the regular day off scheduled under this article, paragraph 4a, an additional day off must be given within the three-week period specified.

1.9.3. Employees whose work shift extends from Sunday to a Monday that is a German legal holiday, and who have worked at least 4 hours on each of these days, are entitled to one weekday off under CTA II, Article 13, paragraph 4a in addition to the weekday off scheduled for regular Sunday work. Therefore, supervisors should avoid scheduling such work shifts. If this is not possible for operational reasons, and giving two days off would create difficulties, the provisions of Article 13, paragraph 4c authorizing compensation of higher premium pay for holiday work will apply.

1.9.4. For irregular work on Sundays, the minimum pay is basic compensation for three hours plus a 50 percent supplement. Other supplements applying to work on Sunday that is overtime, or performed during night hours, will be paid only for the actual number of hours worked.

1.10. Article 13 - Work on Holidays.

1.10.1. Employees who, by regular duty schedule, work on a Sunday that is also a German legal holiday, are entitled to compensation under either **1.10.1.1.** or **1.10.1.2.**

1.10.1.1. Basic compensation for the hours worked plus a 50 percent supplement (CTA II, Article 20, paragraph 1e), and another day off with pay in addition to the regularly scheduled unpaid weekday off (CTA II, Article 12, paragraph 4a, and CTA II, Article 13, paragraph 4a).

1.10.1.2. Basic compensation for the hours worked plus a 100 percent supplement (CTA II, Article 20, paragraph 1f), and the regularly scheduled weekday off without pay (CTA II, Article 12, paragraph 4a).

1.10.2. The requirement for payment of a minimum of three hours for irregular work on a holiday (this article, paragraph 3b) does not apply to payment of supplements other than for holiday work. Other supplements, for example, for overtime, will be paid only for the actual number of hours worked.

1.11. Article 14 - Work in Shifts and Rotating Shifts.

1.11.1. Shift work and rotating shift work in the meaning of this article will exist when several employees work in turn at the same place of work or in the same assignment to continue operations or provide service for a longer period of time than an individual's regular daily work hours, and the beginning of the various shifts differs by at least four hours.

1.11.1.1. Employees whose actual work schedule meets the prerequisites of paragraph 1a, this article, will qualify for a shift allowance of DM 2.- (CTA II, Article 21, paragraph 3a).

1.11.1.2. A rotating shift allowance of DM 4.- (CTA II, Article 21, paragraph 3b) will be paid to employees whose actual work schedule meets the criteria in this article, paragraph 2a. To qualify for this allowance there is no requirement for an around-the-clock operation of the employing activity.

1.11.2. The shift or rotating shift allowance will also apply to employees who occasionally work on a shift schedule that meets the conditions in **1.11.1.** above, or who are appointed to or separated from such work during a month. Absence from work due to annual leave or sickness, that prohibits an employee from actually alternating between different shifts, as required, will not affect entitlement to

shift or rotating shift allowance on return to work, if the duty schedule remained unchanged; i.e., continued to meet the conditions in **1.11.1.** above.

1.11.3. For different criteria governing rotating shift work and payment of the rotating shift allowance to CSU personnel refer to CTA II, Appendix Z, paragraph I.8 (note, this appendix, paragraph 45.3.).

1.11.4. Employees under CTA II Appendix H, are not eligible for shift allowance (**1.11.1.1.** above). Managers under Appendices H or T, are not eligible for either shift or rotating shift allowance (**1.11.1.1.** and **1.11.1.2.** above).

1.11.5. Paragraph **1.15.2.** below details instructions for authorizing payment of shift and rotating shift allowances.

1.12. Article 16 - Computation of Earnings.

1.12.1. Although not specifically listed under paragraph 1a, this article, over-tariff pay supplements (OTS) are regular pay components and as such part of the basic compensation. For the sequence of computation of earnings (this Article, paragraph 7) they will be considered together with personal supplements (item 1a (4)).

1.12.2. The conversion of hourly supplements or allowances to monthly flat rates under the provisions of this article, paragraph 5, is encouraged whenever such payments occur regularly, and there is sufficient experience to establish a realistic amount. Flat rates must be mutually agreed upon between management and the employee concerned. Action will be initiated by either the supervisor or the CPF. The CPF will establish the flat rate on the basis of individual experience factors for a period of at least three months, taking in consideration that flat rates will also be paid during periods of annual leave and unfitness for work. The employee's acceptance of the established flat rate will be obtained in writing on USAFE Form 52. Flat rates will be authorized for payment by execution of an AF Form 825; they will be reviewed upon any change in duty assignments, employment conditions, or basic compensation that affects their computation. The employee will be informed of required adjustments or cancellation of flat rates without formal advance notice. Changes to flat rate agreements accomplished upon request of either management or the employee will be effected at the beginning of the following calendar month.

1.12.3. Provisions in this Article, paragraph 8, concerning determination of effective dates will be applied as follows:

1.12.3.1. When payment depends on completion of a waiting period (for example, for step increases), and the waiting period ends on the last day of a month, action will be effective on the first of the following month. In all other cases, actions will be effective on the first of the current month.

1.12.3.2. Payments based on completion of years of age will always be effective on the first day of the month in which the birthday falls.

1.13. Article 18 - Age Differentials.

1.13.1. Juvenile employees below age 18 will always be appointed at pay rates applicable to basic regular work hours established in CTA II, Article 9, paragraph 1, or an appendix thereto. No deduction will be made for non-performance of work hours that exceed legal limits. Limits established in the Law for the Protection of working Juveniles are 8 hours a day and 40 hours a week, Monday through

Friday. Work on Saturdays is restricted to hospitals, sales stores, bakeries, barber shops, transportation services, automotive vehicle repair shops, and catering services. When such work is required, there must not be more than five work days in the respective week, including days of school attendance. Work on Sundays and German legal holidays is not allowed, except in hospitals and catering services under the conditions of paragraphs 17 and 18 of the Law.

1.13.2. Work hours not performed by juveniles for reasons in **1.13.1.** above, and absence for school attendance (paragraph 9 of the Law) will be paid administrative leave.

1.14. Article 20 - Time Supplements.

1.14.1. This Article, paragraph 1a (2), authorizes an increased overtime supplement of 30 percent of the hourly basic compensation for the sixth and following overtime hours. Employees, whose regular work hours are based on time periods other than a week, will receive this increased supplement from the sixth overtime hour worked over and above their regular work hours scheduled for the respective computation period. Note special overtime provisions and rate in CTA II, Appendix P, paragraphs I.5, and 13a (1), and Appendix T, paragraphs I.3 and I.9a (1)(a).

1.14.2. Provisions in this article, paragraph 5, exempting employees in salary groups 9 and 10 from payment of time supplements will also be applied to employees in salary group C-8 who receive a special salary under the provisions of USAFE CPD German 4. Employees in salary group C-8 who do not accept this condition will not be considered for payment under a special salary schedule.

1.15. Article 21 - Other Supplements.

1.15.1. Provisions in this article, paragraph 1b, will not be applied as it has been determined that work processes in Air Force installations do not meet the conditions for payment of a line allowance.

1.15.2. Payment of a shift or rotating shift allowance (this Article, paragraph 3) to eligible employees (see paragraph 11.) will be effected on the basis of entries in time and attendance reports. USAFER 40-11 (new: USAFEI 36-709) contains appropriate instructions. Execution of an AF Form 825 is not required.

1.16. Article 22 - Disbursement of Earnings. Computation of earnings by the German payroll Offices will be accomplished on the basis of time and attendance reports submitted by employing activities according to USAFER 40-11 (new: USAFEI 36-709). USAFER 40-4 (new: USAFEI 36-706), outlines overall payroll procedures.

1.17. Article 26 - Absence.

1.17.1. Provisions in this article, paragraph 2a and b, refer to situations in which an employee cannot perform work for reasons caused by management default (for example, temporary shutdown of activity or hindrances when seeking access to the installation by gate checks that exceed the normal extent), or disturbances in operations that are outside management's and the employee's control. For such absence an employee will be carried on administrative leave. Make-up time for administrative leave required under conditions of paragraph 2b must be scheduled so that total work hours on any given day will not exceed ten.

1.17.2. Provisions in this article, paragraph 2c, will apply when employees are prevented from making their services available due to an "Act of God". This term will be interpreted in the wider meaning

of the German term “höhere Gewalt”, that is, it may include instances where by force of a third party (for example, stoppage of public transportation by strike) an employee is unable to report for work. However, it is the employee’s responsibility to make all possible efforts to reach the place of work as soon as possible, and to keep absence to an absolute minimum. The term “locality of work” refers to both permanent and temporary duty stations; reference to “travel between locality of work and domicile” also extends to travel to, from, and between TDY stations, and weekend travel to or from an employees permanent domicile outside the commuting area.

1.18. Article 27 - Holidays.

1.18.1. As a matter of policy employees will normally be required to work on US holidays that do not coincide with a German legal holiday. Exceptions are authorized if technical or security reasons make it impossible to have non-US citizen personnel perform their normal duties on such days. In this case employees will be entitled to administrative leave.

1.18.2. Management will endeavor to resolve technical or supervisory problems that prevent non-US citizen employees from working on a US holiday before deciding on administrative leave. Charge of annual leave for a US holiday is not authorized except when requested by the employee, or when such a day falls in an employees annual leave period.

1.19. Article 28 - Excuse From Work.

1.19.1. This article, paragraph 1c(2), authorizes administrative leave up to a maximum of 1 workday when employees are summoned to appear before a public authority or court for reasons beyond their control. The latter prerequisite is not met when such summons is served by a court upon an employee who is party to a lawsuit, for example, in proceedings before a civil or labor court initiated by the employee.

1.19.2. This article, paragraph 1c(3), authorizes time off with pay for the purpose of performing general civil or public honorary functions. These provisions also apply to employees who are elected members of a German legislature at the community or higher level, unless specific state laws take precedence (for example, in the state of Hesse). In the absence of such law the following rules will be followed:

1.19.2.1. Upon request and production of acceptable evidence, the employee will be given the time off needed to perform respective functions.

1.19.2.2. If employees, as a member of the legislature, receive no indemnity compensation (Entschädigung) of any kind, they will continue to receive their regular earnings (this article, paragraph 1) for up to 1 workday for each absence approved under [1.19.2.1.](#) above.

1.19.2.3. When employees receive an indemnity compensation, they will be carried on unpaid leave status, and will be paid only the earnings due for actual hours worked in a particular month. If, however, the total amount of such partial pay plus indemnity compensation is less than the earnings that would be due for regular attendance at work during the full calendar month, employees will be paid the difference. Absence reporting will be according to USAFE Handbook, Procedures on Reporting Time and Attendance Data, and paragraph 6 to USAFEI 36-709. Conclusion of a contractual agreement with employees affected by these provisions is encouraged. Such agreement will be part of the basic employment contract, and remain valid for the duration of the off-duty activity.

1.19.3. Evidence produced by an employee in connection with attending functions covered in [1.19.1.](#) and [1.19.2.](#) above must include information as to whether or not, and to what extent, the summoning or sponsoring authority will compensate loss of pay. Pertinent information will be furnished the ODC without delay to permit issuance of certificates under paragraph 4b, this Article, and for consideration in pay computation (see USAFE Handbook, as above).

1.19.4. Time Off with pay for a first visit to a physician (this Article, paragraph 1c(4), should only be approved when immediate treatment is or was required. First visits to a dentist are also covered by referenced tariff provision.

1.19.5. Implementing instructions to provisions in paragraphs 2, 3, and 5, this article (attendance at trade union functions, time off on Christmas Eve), as well as outside tariff policy on time off for special purposes, are detailed in this instruction, [Chapter 9.](#)

1.20. Articles 29. and 30. - Unfitness for Work.

1.20.1. The rules and policies for all cases of unfitness for work (accident sickness, cure, etc.) have been consolidated in the revised Articles 29 and 30, CTA II.

1.20.2. Notification of Unfitness for Work. The required notification according to Article 29, paragraph 4a, may be given orally or in writing. Supervisors must ensure that employees know whom to notify.

1.20.3. Medical Certificate. Each employee absent because of unfitness for work for more than 3 calendar days must furnish a medical certificate (Arbeitsunfähigkeitsbescheinigung (AUB)) and its probable duration to reach his or her employing unit on the following workday at the latest. Each employing unit will inform its employees of the address to which an AUB will be mailed if it cannot be delivered personally. An AUB will not be required when employees are absent for 1 or 2 days and return to work not later than the beginning of their regular tour of duty on the 3rd workday. The 1st day of unfitness for work will not count if the employee started to work on that day. When an individual employee is frequently unfit for work for 1 or 2 days, the employing unit may require an AUB also for those short periods of absence. The employee must be informed of such requirements in advance for future absences. Employing unit will use AUB for entries on time and attendance reports and maintain as backup material for at least 6 months.

1.20.4. Recurring Absences. Guidance and implementing instructions regarding determination of recurring absences for the same type of illness or health cures as defined in the Article 29, paragraph 2c, will be covered in USAFER 40-4 (new: USAFEI 36-706).

1.20.5. Forfeiture of Sick Pay.

1.20.5.1. If there is reason to believe an employee's unfitness for work can be attributed to his or her own fault (Article 29, paragraph 1), the employing unit should establish the facts in cooperation with the CPF. Employing units will notify the ODC as soon as facts have been established by furnishing USAFE Form 592, Advance Notification - Non-US Payroll (Sofortanzeige - Bezahlung von Ortskräften) according to USAFEI 36-709. Examples of cases of an employees own failure are:

1.20.5.1.1. An accident caused by gross negligence.

1.20.5.1.2. Gross violation of medical orders or safety regulations.

1.20.5.1.3. Unfitness for work caused by an unknown dual employment as described in the "Note for Record" (2) under Article 29, paragraph 1.

1.20.5.1.4. Criminal acts.

1.20.5.2. USAFEI 36-706 establishes procedures for asserting claims against a third party (CTA II, Article 30). Report to the ODC if the employing unit or CPF learns the employee has prevented assertion of the claim, for example, by refusing to give information required or not signing a deed of session.

1.21. Article 33 - Annual Leave.

1.21.1. Paragraph 1, Entitlements.

1.21.1.1. The leave year is equal to the calendar year. This applies to both accrual of full and partial entitlements (see Article 33, paragraph 4, and [1.21.4](#) below), and granting of leave. For transfer of leave into the next calendar year refer to Article 33, paragraph 6, and [1.21.6](#) below.

1.21.1.2. For the regular situation of a 5-day workweek leave entitlement amounts to 30 work days (as defined in [1.21.2](#) below) in a calendar year. For other work-hour arrangements in a calendar week, leave entitlement may be higher or lower as explained under [1.21.2](#) below.

1.21.1.3. The term "regular weekly work-hours" is not synonymous with the term "regular work-hours" in the meaning of CTA II, Article 9. It also covers and includes individual work hour agreements with employees, for example in case of part-time employment.

1.21.1.4. Employees appointed after separation from other employment or completion of military service in the same calendar year will be required to provide a leave certificate that states the amount of vacation leave received in kind or cash for the current year. In exceptional cases, for example, if previous employment was with an employer outside Germany, a written statement from the employee is acceptable. The certificate (or statement) will be used by the CPF for establishing leave entitlements at time of appointment (see [1.21.9](#) below). It will be filed in the employee's OPF as a temporary record until the end of the year following the calendar year of appointment. Employees who fail to provide the required certification will not be given annual leave for the year in which appointed.

1.21.1.5. Accrual of a leave entitlement is not affected by extended sick absence, even though the employee may have been absent during the entire calendar year. However, leave grant is subject to the employee, on return to duty, filing a claim within the preclusive periods established in CTA II, Article 33, paragraphs 6b, c, d, as explained in [1.21.6](#) below. If the employee does not return to duty and employment is terminated before fitness for work is restored, an entitlement to leave compensation only exists if evidence is provided by the employee that he or she would have been able to perform work under contractual obligations prior to expiration of the transfer period; i.e., end of the current calendar year (CTA II, Article 33 paragraph 6).

1.21.2. Paragraph 2, Definition of Work Days.

1.21.2.1. Work days in the meaning of this paragraph include all week days, including Saturdays and Sundays, on which the employee would actually be required to work under a general or individual duty schedule. Days on which the employee would not work are not charged to leave. Also not charged to leave as an exception to the general rule are German legal holidays for which no compensatory time-off is granted. As a rule, these are situations where holiday work is compen-

sated under CTA II, article 20, paragraph 1f. Easter Sunday and Whitsunday are not legal holidays for leave purposes, and will be charged to employees who otherwise would have worked on those days.

1.21.2.2. For employees working in shifts that start on 1 calendar day and end on the next day, the day on which leave begins will count as chargeable "work day." By charging that day the employee is excused from work (on annual leave) for the duration of the shift, also to the extent it falls into the next calendar day.

1.21.2.3. To establish an employee's annual leave entitlement under provisions of paragraphs 2b and c, that is in situations involving distribution of average regular weekly work hours over more or less than 5 work days within a calendar week (on the average of a calendar year) the following conversion formula applies:

$$\frac{\text{Entitlement for 5-day work week}}{250} \times \text{Employee's work days per calendar year} = \text{individual entitlement}$$

If the number of work days for an employee in a calendar year is higher than 250 (which is the rule for a 5-day workweek), paragraph 2b applies and resulting fractions of a leave day will be disregarded. If work days amount to less than 250 in a year, paragraph 2c applies and resulting fractions will be rounded to a full leave day.

1.21.2.4. Following are examples for the application of instructions under **1.21.2.3.**:

1.21.2.4.1. Six day work week (involves 52 additional work days).

$$\frac{30 \times 302}{250} = 36.24 \text{ (36 work days leave)}$$

1.21.2.4.2. Appendix H Employees (Six-day workweek, that is, 302 work days per year, minus 4 additional work-free days per month (4 X 12 = 48 days per year = 254 work days per year).

$$\frac{30 \times 254}{250} = 30.48 \text{ (30 work days leave)}$$

1.21.2.4.3. Firefighting personnel working under a 24-hour shift system with 131 shifts per calendar year (involves 122 additional work free days).

$$\frac{30 \times 131}{250} = 15.72 \text{ (16 work days/work shifts leave)}$$

1.21.2.4.4. Guard personnel working 12-hour shifts with 244 shifts per calendar year (involves 6 additional work free days).

$$\frac{30 \times 244}{250} = 29.28 \text{ (30 work days/work shifts leave)}$$

1.21.2.4.5. When an employee is entitled to additional leave under provisions of CTA II, Article 34, or special leave according to Annex C, paragraph 3a, the figure 30 in the foregoing

examples will be increased accordingly. For severely handicapped employees (36 work days total leave entitlement for a 5-day work week) calculations are as follows (sequence as under 1.21.2.4.1. through 1.21.2.4.4.):

$$\begin{array}{l}
 1.21.2.4.5.1. \quad \underline{36 \times 302} \\
 \qquad \qquad \qquad 250 \qquad = 43.488 \qquad (43 \text{ work days}). \\
 1.21.2.4.5.2. \quad \underline{36 \times 254} \\
 \qquad \qquad \qquad 250 \qquad = 36.576 \qquad (36 \text{ work days}). \\
 1.21.2.4.5.3. \quad \underline{36 \times 128} \\
 \qquad \qquad \qquad 250 \qquad = 18.432 \qquad (19 \text{ work days/work shifts}). \\
 1.21.2.4.5.4. \quad \underline{36 \times 244} \\
 \qquad \qquad \qquad 250 \qquad = 35.136 \qquad (36 \text{ work days/work shifts}).
 \end{array}$$

1.21.2.5. Paragraph 2d regulates situations where the distribution of average regular work hours change during the calendar year, either for operational reasons, change of the shift system, or because an employee is assigned to another place of work with different work hours. Minor fluctuations in the number of work days per week resulting from a shift schedule within a given shift system are not covered by this provision. To convert leave balances or credits, this formula applies:

$$\frac{A \times C}{B} = \text{new balance/credit.}$$

A stands for the number of work days of annual entitlement under new work schedule, B for the number of work days of annual entitlement based on work schedule under which leave was previously taken and C for the number of work days remaining to the employee’s credit (balance) under previous entitlements.

EXAMPLES:

1. A firefighter is reassigned because of medical unfitness from a 24-hour shift system (131 shifts per year) to a place of work with a regular 5-day workweek. He had taken 14 work days of his total entitlement of 16 work days before reassignment. Remaining entitlement in the new position is equal to

$$\frac{30 \times 20}{16} = 3.75,$$

which is to be rounded to 4 work days according to the general rounding rules (that is, 0.5 and above is rounded to a full day, fraction below 0.5 is disregarded).

2. A mechanic working on a regular 5-day workweek is reassigned to a boilerman position with a regular 6-day workweek. He had taken 10 work days of his total entitlement of 30 days before reassignment. Remaining entitlement in the new position is

$$\frac{36 \times 20}{30} = 24 \text{ work days.}$$

1.21.3. Paragraph 3, Waiting Period.

1.21.3.1. An employee may take annual leave only after completing 6 months of creditable employment unless employment is terminated earlier. Periods of employment with other US Forces components or the forces of another Sending State that precede appointment with the USAF will be creditable against the waiting period. The waiting period applies regardless of whether employment starts in the first or second half of a calendar year. For example, if an employee is hired on 1 November, leave may be claimed for the first time in May of the following year, including the 2/12 for the period 1 November through 31 December (see CTA II, Article 33, paragraph 6c).

1.21.3.2. Once employees have completed the required waiting period, they may request the full amount of leave due for the calendar year. However, such requests should only be approved if there is no indication that employment might end during the respective year.

1.21.4. Paragraph 4, Partial Leave.

1.21.4.1. Only 1/12 of the total leave entitlement for a calendar year will be granted employees for each full calendar month, whenever employment has not existed throughout the entire year (see [1.21.4.4.](#) below for an exception). For employees working other than a 5-day workweek the total leave entitlement is to be recomputed according to CTA II, Article 33, paragraph 2, as explained under paragraph [1.21.2.](#) above before the 1/12 principle is applied.

1.21.4.2. Months during which employment existed for at least 15 calendar days will count as full months for purposes of establishing a partial leave entitlement. As an example, if appointment is on the 16th of a 30-day calendar month, that month will count as a full month and generate a leave entitlement of 1/12. The same applies if in a 31-day month appointment is no later than on the 17th.

1.21.4.3. Time periods during which the employment is suspended do not generate leave entitlements. Such a situation exists, for example, when an employee is on military service (Article 1, paragraph (1), German Job Protection Law).

1.21.4.4. Exceptions to the basic 1/12 principle apply only in cases specified in paragraph 4c, which include resignation for the purpose of claiming premature retirement pension. Also covered by this provision are employees who have been released from the statutory pension insurance (see [Chapter 5](#), this instruction), and draw benefits from a commercial life insurance carrier provided they meet the age requirements established in the statutory insurance.

1.21.4.5. Employees taking parents (child care) leave under provisions of Articles 15, 16 of the Law concerning granting of Child Care Allowance and Parents Leave will have their total annual leave entitlement reduced by 1/12 for each full month of parents leave. This does not apply if during parents leave, the employee works on a part-time basis.

1.21.5. Paragraph 5, Granting of Leave.

1.21.5.1. Annual Leave will be requested by USAFE Form 857, Urlaubsantrag (Leave Request). To comply with provisions in this paragraph, supervisors should establish the annual leave schedule for their activity in the first 3 months of each calendar year. Refer to USAFER 40-36 (New: USAFEI 36-724), attachment 4, paragraph 12(1), d and Appendix 1, Attachment 4, paragraph 12.2.1.4. and Appendix 1) for works council codetermination rights in the development of general rules to be observed in leave planning, either installation wide or for specific functional areas. Establishment of such general rules and principles in shop agreements is encouraged.

1.21.5.2. Supervisors will request employees to submit in writing their plans for taking all annual leave due to them during the calendar year. Employees will plan to use all annual leave before the end of the calendar year. Leave will be transferred to the following year only under conditions explained in **1.21.6.1.** below. An employee, who does not take his or her annual leave all at one time must plan for taking, and will be granted, once in each calendar year one leave period which is at least half of the total leave entitlement for the calendar year (for example, 15 consecutive work days in a regular 5-day workweek, or 18 in a 6-day workweek, unless the employee's individual leave entitlement for the calendar year is established under Article 33, paragraph 4).

1.21.5.3. When establishing the final leave schedule, supervisors and operating officials will honor expressed employee desires unless they are inconsistent with compelling operational requirements, or interfere with leave plans of other employees that deserve priority consideration. Disagreements between supervisors and employees on how leave will be scheduled or granted, or on deviations from an originally approved leave plan, require settlement with participation of the local works council under governing cooperation procedures (USAFER 40-36, Attachment 2, Article 75(3)3) (new: USAFEI 36-724, Attachment 2).

1.21.5.4. Supervisors and employees will adhere to the leave schedule unless unforeseeable events (for example unexpected workload, loss of personnel, sickness) dictate changes. Changes to the leave schedule normally require mutual consent. If scheduled leave must be rescheduled for urgent operational requirements, the employee will be entitled to reimbursement of unavoidable expenses incurred as a result thereof. This applies regardless of whether such rescheduling is done based on mutual agreement, or results from settlement in the cooperation procedure, provided the employee had informed management that expenses would occur if leave was rescheduled.

1.21.6. Paragraph 6, Transfer of Leave.

1.21.6.1. All leave should be taken in the current calendar year. When this is not feasible because of operational requirements or for reasons personal to the employee, the unused leave will be transferred to the following calendar year and scheduled to begin no later than 31 March. Leave not started by 31 March will be forfeited unless the conditions explained under **1.21.6.2.** prevail.

1.21.6.2. If unfitness for work or being on maternity leave prevent the employee from meeting the 31 March deadline for transferred leave, the employing activity will require the employee to take the leave within 2 months after fitness for work has been restored, or, if applicable, after return from maternity leave. Leave not started by the end of that 2-month period will be forfeited. Annual leave due but not taken by an employee in full or in part prior to going on parents leave or starting basic military service will be granted on return from parents leave and (or) military service in the current or next following leave year.

1.21.6.3. In any event, leave transferred into the following calendar year and not started by 31 December of that year will be forfeited. This also applies to partial leave that could not be taken in the year it accrued because the waiting period required by CTA II, Article 33, paragraph 3, only expired in the following calendar year.

1.21.7. Paragraph 7, Leave Compensation.

1.21.7.1. When employment is terminated by resignation or separation under provisions of CTA II, Articles 43, 44, 45, or 46, the employee will be required to take unused annual leave to the maximum extent permitted by the type and length of the applicable notice period before employment

ends. Leave not granted as paid time off must be compensated by cash payment (see paragraph **1.21.1.5.**, last sentence).

1.21.7.2. As such cash payment in lieu of annual leave is contrary to the intent of governing tariff provisions, supervisors and CPF will ensure it will remain the absolute exception rather than becoming the rule. In particular, supervisors and operating officials should not agree to a reduction of the notice period an employee must serve in case of resignation, if such reduction would lead to cash payment for annual leave.

1.21.8. Paragraph 9, Leave Pay. This paragraph authorizes an advance payment on regular earnings due on the next pay day falling in a period of annual leave, provided leave taken exceeds 10 calendar days. To obtain such an advance, employees must submit an appropriate written request to the servicing payroll office to reach that office at least 10 calendar days before the first leave day.

1.21.9. Leave Administration and Control.

1.21.9.1. For newly appointed employees and for employees reassigned to another serviced organization, the CPF will determine and (or) verify annual leave entitlements, in consideration of leave already taken during the current calendar year with a previous outside employer or US Forces agency. This will include re-computation of leave entitlements or credits according to paragraph **1.21.2.** above, if appropriate. Leave entitlements or credits will be documented on USAFE Form 202, Annual Leave Record/Urlaubskontrolle (Germany only). Send this record to the gaining supervisor together with the AF Form 971. When an employee resigns to accept employment with another Air Force installation or US Forces' activity, or transfers to a US Forces' activity serviced by another CPF (AF, Army, AAFES), the CPF will ensure the employee's Annual Leave Record, properly certified as to the correctness of the last entry, is transmitted to the gaining installation together with OPF. Cash payment for leave will not be authorized when employment continues within the US Forces in Germany or another SSF.

1.21.9.2. Supervisors are responsible for ensuring leave granted is not in excess of entitlement, and that, if possible, employees take their total leave in the current calendar year. For this purpose supervisors will maintain USAFE Form 202, for each employee to document leave entitlement at the beginning of and leave usage during the calendar year. Before approving leave requests, supervisors will verify that the claim does not exceed the entitlement reflected on the Annual Leave Record. To avoid disagreements about leave entitlement or usage, employees should be requested to initial respective entries on the USAFE Form 202, or submit their leave requests in writing. In the latter case, keep requests on file according to AFMAN 37-139.

1.21.9.3. In January of each year the ODC will provide servicing CPF a name roster, by payroll number/employing organization, showing the number of annual leave days for which payment was made in the preceding year (CTA II, Article 33, paragraph 9). CPF will run an initial review of these rosters to determine effectiveness of supervisors' leave administration and compliance with this instruction, paragraph **1.21.** Rosters will then be forwarded to employing organizations with comments and recommendations for corrective action, as appropriate.

1.21.9.4. When the comparison of payroll rosters discussed in **1.21.9.3.** with the USAFE Form 202 indicates the employee was granted too much leave, the days taken in excess of entitlements will be charged to new leave. If the employee does not agree to excess leave being charged to entitlements for the following calendar year, the employing activity will request in writing, through the CPF, that the ODC withhold leave pay corresponding to the number of days entitlements were

exceeded. Such action will be taken within the preclusive period established in CTA II, Article 49, that is three months.

1.21.9.5. For instructions governing the recording of annual leave approved and taken, and approval of cash payment for unused annual leave, on time and attendance reports, refer to USAFEI 36-709; USAFE Handbook.

1.22. Article 34 - Additional Leave.

1.22.1. Severely handicapped employees will be entitled to additional paid leave under paragraph 1, this Article, for the first time in the calendar year in which they inform the employing activity by an appropriate certificate (Ausweis or Bescheid) of status accorded under governing law. This leave will be requested by USAFE Form 858, Antragstellung von Zusatzurlaub nach dem Schwerbehindertengesetz (SCHWBG) (Request for Additional Leave Entitlements Under The Severely Handicapped Act (SHA)). Leave claims for a past calendar year will only be recognized if:

1.22.1.1. The employee had informed management before the end of that year of the pending request for status recognition and had expressly claimed the additional leave.

1.22.1.2. Approval is granted effective a date in the year for which leave is claimed.

1.22.2. Employees entitled to additional leave under paragraph 2, this Article (work under health affecting conditions), the amount of leave, and conditions for grant are specified in CTA II, Appendix K, Part I, paragraph 8.

1.22.3. The additional 3 leave days authorized under this Article, paragraph 3, will be granted only if, contrary to an employee's preferences, and exclusively for operational reasons, the employee is required to take the full annual leave during the period 1 November through 31 March. Provisions in CTA II, Article 33, paragraph 7 governing lump sum payment for unused annual leave on termination of employment apply to the 3 days additional leave only when the full annual leave was taken during the period stated.

1.22.4. Any additional leave days due under this Article are added to the employee's basic annual leave. They are administered under provisions of CTA II, Article 33 and paragraph 1.21. above. This means, for example, that leave entitlements for a current or, if applicable, prior year, always include the full number of days mentioned in 1.22.1. thru 1.21.3. above, except when the basic annual leave is reduced under provisions of CTA II, Article 33, paragraph 4. For severely handicapped employees, partial leave also applies when status is being withdrawn for part of the leave year under Article 36 of the Law. Forfeiture of additional leave is governed by CTA II, Article 33, paragraph 6.

1.23. Article 35 - Employment outside the Regular Duty Stations. Provisions in CTA II Appendix R, referred to in this article are implemented in USAFEI 36-701. That instruction also contains outside-tariff policy and administrative procedures on compensation and benefits due during official duty travel, and in connection with relocation of agencies and (or) transfer of employees.

1.24. Article 37 - Protective and Occupational Clothing. CTA II, Appendix H, Part I, paragraph 12, covers occupational and protective clothing provided personnel in clubs, messes, and billets. Appendix K, Part I, paragraph 9 regulates entitlements of medical personnel. For policy and procedures governing other employee categories including members of Civilian Service Units, refer to USAFEI 36-729.

1.25. Article 38 - Death Benefits.

1.25.1. Family members in the meaning of paragraph 1b(1), this Article, are spouse, children, grandchildren, parents, grandparents, that is, relatives entitled to support under Article 1602 German Civil Code (BGB), regardless of neediness.

1.25.2. Persons authorized death benefits under paragraph 1b(2) or 1b(3), this Article, must prove eligibility as follows:

1.25.2.1. For 1b(2): Submission of a certificate from Resident's Registration Office (Einwohnermeldeamt) and written statement of the claimant that he or she lived in a joint household with the deceased employee. When claimants were merely subtenants in the deceased employee's quarters, or vice versa, no eligibility exists.

1.25.2.2. For 1b(3): Submission of an undertaker's bill and receipt issued on the claimant's name.

1.25.2.3. Documentation under either paragraphs **1.25.2.1.** or **1.25.2.2.** will suffice when a survivor meets both requirements.

1.25.3. Payment of the death benefit will be authorized either on AF Form 825 confirming termination of employment, or on a separate notification of personnel action. When it is known that there are eligible survivors as defined in paragraph **1.25.1.** above, they will be counseled on their entitlements and requested to submit necessary documentation (this Article, paragraph 4a). Otherwise, payment will be authorized to the first eligible survivor who presents a claim and necessary supporting documents. When several survivors claim the benefit before payment to one has been made, the CPF will approve payment in consideration of the order of priority specified in this article, paragraph 1b.

1.25.4. In deviation of provisions in this Article (paragraph 4a), earnings still due are only payable to legal heirs upon presentation of a certification of inheritance (Erbschein) and separate wage tax card. Include these special tax law requirements in the counseling required according to **Chapter 10,** paragraph **10.4.3.2.** To avoid unnecessary costs to the heirs, obtain verification from the ODC that the fees for such certificate do not exceed the amount payable. Upon receipt of the certificate, furnish the ODC with a written payment authority, together with the required tax card of the eligible heir.

1.26. Article 39 - Additional Old Age Insurance. Employees are covered by a group life insurance policy that provides retirement and death benefits in addition to statutory social insurance. Exempt from coverage are employees who are employed for temporary periods shorter than 1 month, or whose first appointment is after completion of their 60th year of age. Insurance premiums are paid in full by the US Air Force. For details of insurance policy and procedures to be followed for claiming benefits, refer to group life insurance contract, as amended, or insurance certificates issued each eligible employee on appointment.

1.27. Article 43 - Termination of Employment during Probationary Period.

1.27.1. Notice of separation may be served through the last day of the probationary period, that is, in individual cases the notice periods may extend beyond, and the effective date of separation may be after the end of the probationary periods. Notices will be given in writing and signed by an authorized official (immediate or higher level supervisor in the chain of command). In extenuating circumstances an oral notice may be given, which, will be followed up immediately with a confirmatory written notice.

1.27.2. Reasons for termination of employment during a probationary period will not be stated in the notice to the employee, nor on AF Form 825 confirming the action. However, supervisors will document reasons on the USAFE Form 52 to be submitted to the CPF for coordination on the proposed action, and accomplishment of legally required works council coordination before notice is served to the employee.

1.27.3. Dismissal during probationary period is not possible to appeal according to USAFER 40-26 (new: USAFEI 36-717). The employee will be advised in the notice letter.

1.28. Article 44 - Termination of Employment by Ordinary Notice.

1.28.1. Notice periods according to paragraph 1a, this article, apply to all resignations from employment, except when otherwise provided by individual employment contract. For termination of employment by management, including termination in connection with change in employment conditions, the notice periods in paragraphs 1a or 1b apply, depending on employee's length of continuous employment as reflected in the "EOD (US)" date.

1.28.2. Unless consideration in favor of an employee or instruction for specific separation actions demand otherwise, ordinary notices should be issued on the latest possible date to effect separation on the earliest authorized date after a decision is rendered on the action, and necessary works council coordination under applicable procedures has been obtained.

1.28.3. Notice periods for termination and resignation may be reduced or waived on mutual agreement. Operating officials will approve employee requests for a reduction of the ordinary notice period only when consistent with operational requirements and prospects of an early replacement. Approvals should be coordinated with the servicing CPF. Employees who refuse to serve proper notice, for example, in situations where resignation is to avoid proposed removal action, will be advised that such action will be considered a breach of employment contract, and will have the same consequences, with respect of re-employability, as a removal for cause. Nevertheless, as acceptance on the part of management is not a requirement for resignations to be effective, resignations served without observance of proper notice requirements will be processed as such. An appropriate annotation regarding circumstances pertinent to the issue will be made on the AF Form 825 executing the action (see USAFE CPD Ger 26, attachment 3, table 9). Provisions in this paragraph do not apply when it is determined that an employee has legitimately tendered resignation with extraordinary notice under provisions of CTA II, Article 45 (see paragraph 29.2.).

1.28.4. Employees who apply for retirement benefits before completion of their 65th year of age on the basis of governing social insurance laws must terminate their employment by resignation. Ordinary notice requirements established in CTA II Article 44, or individual employment agreements, apply (see also paragraph 1.28.3. above). Such resignation will not affect eligibility for certain tariff benefits (paragraph 5, this article). An appropriate annotation will be included in AF Form 825 executing the action (see USAFE CPD Ger 26, (attachment 3, table 9).

1.29. Article 45 - Termination of Employment by Extraordinary Notice.

1.29.1. Under German law the term "extraordinary notice" refers to termination of employment for an important reason. Such termination can be effective immediately on service of oral or written notice (instant dismissal) or with a certain "grace period." The latter may be applied, if an important reason for immediate termination of the employment contract exists, but a longer notice period is conceded

because of the circumstances of a case (see sentences 4, 5, and 6 in [1.29.2](#) below). Grace periods may be shorter than or equivalent to applicable ordinary notice periods.

1.29.2. This article, paragraph 2, defines an important reason that justifies extraordinary notice. The definition normally refers to offenses of a serious nature, or serious cases of misconduct that require an employees instant removal to maintain discipline or protect other essential interests of management or the work force. USAFEI 36-702 provides guidance on dismissal with extraordinary notice for disciplinary reasons. Non-disciplinary important reasons that may warrant extraordinary notice include, for example, prolonged sickness (for further guidance refer to USAFE CPD Ger 47). Such separation is without prejudice to the employee, and does not result in the forfeiture of entitlements or benefits like on removal for cause. The same applies in situations, where extraordinary notice is served solely because tariff provisions or host country law prohibit termination with ordinary notice.

1.29.3. An employee can resign with extraordinary notice, if the employing installation fails to meet its contractual obligations. As an example, delinquency in wage payment could be considered an important reason in the meaning of this paragraph.

1.29.4. The two-week time limit for serving extraordinary notice established in paragraph 3, this Article, counts from the day facts that support the action are established by sufficient evidence, and made known to the management official who is authorized to decide on the separation action. Time required for investigation or allowed the employee to comment to the charges, is part of the fact-finding process, and outside the two-week limit.

1.29.5. Articles 47 and 79(3) of the modified German Personnel Representation Law regulate works council participation rights in separations with extraordinary notice. Works councils are allowed a maximum of three workdays to comment on a proposed action. This time period will count within the two-week period discussed in paragraph [1.29.4](#) above. Notice will not be served before expiration of the three-day period, or receipt of works council comments, whichever is earlier.

1.30. Article 46 - Termination of Employment without Notice.

1.30.1. Under provisions in this article, paragraph 1, employees will retire, as a rule, on completion of age 65. To permit proper and timely planning, CPF will include pertinent retirement data in the Affirmative Employment Plan. For high grade and professional positions, long-range planning will be appropriate to ensure establishment of realistic milestone dates for necessary fill action in due consideration of available recruitment sources, cross-training and testing of potential replacements, and smooth transition of project responsibility. The CPF will inform affected supervisors in writing at the earliest practicable date of known mandatory and optional retirement dates, and assist in the initiation of whatever action is deemed appropriate. As a minimum, 6 months advance notification should be provided. Although mandatory retirement actions do not require issuance of a formal ordinary notice, the CPF will also notify employees eligible for retirement in writing during the same time period. Information to employees should include advice on retirement and group life insurance benefits due, and procedures for filing claims.

1.30.2. Termination by retirement will be effective the last day of the month during which the employee completes the 65th year of age. An exception applies when the birthday falls on the first day of a month, and therefore, the 65th year of age is completed on the last day of the preceding month (Article 187, German Civil Code). In such cases termination action will be effective the last day of the

month in which the birthday falls. As an example, an employee whose birthday falls on 1 July, and completed age 65 on 30 June; termination of employment will be effective 31 July.

1.30.3. Retention of employees beyond retirement date under a new temporary employment contract (this article, paragraph 1b) will be limited to exceptional situations when required for compelling operational reasons, or justified to preclude personal hardship.

1.30.3.1. Compelling operational reasons exist when all of the following conditions are met:

1.30.3.1.1. The position is essential to the accomplishment of the organization's mission.

1.30.3.1.2. A qualified replacement cannot be reassigned or promoted to or recruited for the position within a reasonable period of time from retirement date despite aggressive action to that effect.

1.30.3.1.3. The tasks of the position cannot be redistributed to other positions in the organizational element.

1.30.3.1.4. The position cannot be re-engineered or changed to suit available candidates who meet minimum qualification requirements and could be trained to fully perform in the position within a period of three months after separation of the employee whose contract expires.

1.30.3.2. Personal hardship may be recognized if both of the following conditions apply:

1.30.3.2.1. The employee is not yet eligible for retirement benefits from a statutory old age insurance, but can attain such eligibility by continued payment of contributions under terms of the German Social Security Law.

1.30.3.2.2. The employee has been employed in the same occupation immediately before the regular retirement date for a substantial period of time, as a rule not less than three years.

1.30.4. Recommendations to retain an employee beyond retirement age will be fully justified by operating officials on USAFE Form 52. Action requests must be submitted to the servicing CPF timely enough to permit initiation and completion of legally required coordination with the works council before the normal retirement date. If an employee is to be retained, a temporary employment contract will be executed on AF Form 825 in consideration of the following:

1.30.4.1. Contract will be limited to a maximum period of one year. Shorter periods should be agreed whenever feasible.

1.30.4.2. Employment and pay provisions will be according to the CTA II and pertinent HQ USAFE implementing instructions. Ordinary notice periods in CTA II, Article 44, paragraph 1, will apply for premature termination of the temporary contract prior to the established expiration date. Provisions governing termination of employment for reasons justifying extraordinary notice apply regardless of ordinary notice entitlements.

1.30.5. For retention of an employee beyond the expiration date of the first temporary employment contract concluded under provisions of paragraphs 1.30.3. and 1.30.4. above, the criteria and procedures outlined therein will apply.

1.30.6. The appointment of a person of age 65 or above is only authorized if warranted by exceptional circumstances. Such appointments will be limited to very scarce skills or experiences needed in an essential job, and when absolutely necessary to meet urgent operational requirements. Instructions

outlined in 1.30.4. are applicable for conclusion of temporary employment contracts. Employment contracts of an indefinite nature are not authorized.

1.30.7. Employees who have resigned for early retirement can be re-employed. They should be advised, however, that up to completion of age 65 this may affect their eligibility for retirement pay, depending on type of employment (temporary and (or) indefinite) and amount of monthly earnings. Temporary employment in the same job immediately following the effective date of an employee's resignation will always result in suspension of retirement benefits.

1.30.8. Provisions in this article, paragraph 2, will not apply when an employee is declared incapable of gainful employment for a limited period, and if the employee objects to being terminated. Instead, employment will be suspended effective the 1st day of the month following the month in which notification is served. Refer to USAFE CPD Ger 26, attachment 3, table 3, rule 7 for administrative processing instructions.

1.31. Article 47 - Form of Notice.

1.31.1. Ordinary and extraordinary notices of separation, including notices for change of employment conditions, will be issued in writing and must state in sufficient detail the reasons supporting the action. Notices will be signed by the authorized management official (reference AFI 36-7012, Basic Authority and Responsibility for Civilian Personnel Administration and Management, and AFI 34-301, Non-appropriated Funds Personnel Management and Administration). For disciplinary actions (see USAFEI 36-702) and other conduct and (or) performance related adverse actions, this will be the first-level or a higher level supervisor in the chain of command. For adverse actions that are prompted by reasons outside the immediate supervisor's personnel management responsibilities (for example, reduction in force, downgrade resulting from position classification survey) the CPF will sign and issue the notice letter.

1.31.2. CPF are responsible for a legal and procedural sufficiency review of notice letters. Therefore, supervisors will obtain CPF coordination on all notices before they are served. The CPF's responsibility also includes actions to place serviced employees periodically on notice by appropriate means (for example, newsletters, bulletin board postings, individual notifications) making clear which persons have authority to serve dismissal notice.

1.31.3. In order to be legally valid, notices of dismissal or change of employment conditions must not be served before the agency works council has been heard (extraordinary notices) or before the formal cooperation procedure is completed (ordinary notices, including termination of salaried employees during the probationary period).

1.32. Article 48 - Testimonials and Certificates.

1.32.1. Certificates of service, as well as interim and final testimonials requested by employees will be prepared, signed, and issued by the CPF or a designated CPF staff member. When prepared in English, a certified German translation will be attached.

1.32.2. Certificates of service will present a factual account of the employee's employment history with the current, or, if requested by the employee, with the current and previous US Air Force employing organizations. Information will be based on documentation in the employee's OPF, and will be limited to:

1.32.2.1. Employee's name and date of birth.

1.32.2.2. Designation of employing organization(s), and length of employment.

1.32.2.3. Type of work performed by job title or brief description.

1.32.3. On request, employees will be issued a more detailed certificate of service, that is, a testimonial. In addition to information in paragraphs 1.32.2.1. and 1.32.2.2., a testimonial will include a descriptive statement of employees position titles and functions during the period of employment. Further information on employees performance, conduct on duty, and the reason for termination will be included if the employee so desires, based on data available in the OPF and the supervisors exit evaluation (for final testimonials) or current appraisal (for interim testimonials), as appropriate.

1.32.4. Testimonials are vouching documents. Employees and future employers can sue for damages incurred from incorrect, misleading, or omitted information. Therefore, officials preparing or signing testimonials will observe the following guidance:

1.32.4.1. Statements or omissions must be carefully weighed as to their possible impact on the employee's future opportunities for employment.

1.32.4.2. Unfavorable information should be included only if pertinent to the prescribed testimonial content, and if sufficient supportable evidence is on record. Incidental information should not be included.

1.32.4.3. Individual incidents may be mentioned only if they were the cause for the individual's separation or are indicative of work performance and conduct demonstrated during the entire employment period.

1.32.4.4. Extensive sick absence will not be quoted, but may be reflected in comments relating to the physical fitness for the job held.

1.32.4.5. An employee's works council membership will not be mentioned. Testimonials issued to full-time excused works council members will not contain any evaluation of performance during the period involved. If work performance before full-time excuse does not provide sufficient basis for further information, testimonial contents will be limited to points covered in a certificate of service, and reason for separation, if so desired.

1.32.5. A copy of each interim and final certificate of service or testimonial will be filed in the respective employee's OPF.

1.32.6. As to the release of information to prospective employers, any inquiry received from a prospective employer outside the US Forces for information on job applicants previously or currently employed will be referred to the servicing CPF for response. The CPF will not provide information unless the identity and legitimate interest of the requester are established. When provided, information will be limited to facts as would be stated in an employment certificate (paragraph 1.32.2. above), or have been stated in a testimonial already issued to the employee. Additional information may be provided only if the employee agrees with the release.

1.33. Article 49 - Time Limits on Claims.

1.33.1. Time limits established in paragraph 2 and 3 mean that entitlements will be forfeited if no claim is asserted orally or in writing within the stated periods.

1.33.2. The 6-month time limit for retroactive change to another grade with higher pay is calculated from the date the employee filed the claim for reclassification. The time needed for review of and decision on the claim is not chargeable against the 6-month period.

1.33.3. Supervisors or CPF officials who receive oral employee claims will record the date and nature of claim, sign the document, and have the employee countersign. No action or retroactive action will be processed without such documentation of the employee's claim. Action for review of the claim, as appropriate, will be initiated without delay. Time limits of CTA II, Article 49, will not be waived under any circumstances without approval from HQ USAFE/DPC.

1.34. Article 52, 53 - Re-grading, Tariff Change, Temporary Change of Duties. Procedural instruction for application of provisions in these articles and outside tariff policy are contained in **Chapter 6**, this instruction.

1.35. Article 55 - Salary Steps for Salaried Employees.

1.35.1. For determination of steps on the basis of creditable waiting time (this article, paragraph 2), all periods of employment will be credited which an employee has served in a salaried position, of same or higher level:

1.35.1.1. With agencies of the US Forces or other Sending States Forces in the FRG and Berlin, regardless of breaks in service and reason for termination.

1.35.1.2. With organizations and under conditions specified in **Chapter 2**, paragraphs **2.3.1.** and **2.3.2.**, this instruction.

1.35.2. Creditability of prior service will be established by comparison of the level of duties inherent in the respective positions, and based on position descriptions and other related information contained in employment or personnel records. When such information is not available in the CPF, or is insufficient to allow for a determination, it will be the applicant's or employee's responsibility to furnish documentary proof of service for which credit is claimed. Note additional instructions in **Chapter 2**, paragraph **2.3.2.**, this instruction.

1.35.3. Step determination, application of in-step waiting periods, and processing of step increases will be subject to the following rules:

1.35.3.1. Step 1 applies to employees who are newly appointed, re-appointed after a break in service, or re-appointed without a break in service but with no creditable waiting time (paragraph **1.35.1.** and **1.35.2.** above). Current employees will be placed in step 1 of a grade, if required by application of provisions in CTA II, Article 55, paragraphs 4a or 6a(1), (2) or 6b(1), that is, on upgrading or tariff change.

1.35.3.2. Employees will remain in step 1 for the entire regular or extended probationary period (CTA II, Article 5), or if assigned to that step following reappointment without probationary period, upgrading, or tariff change, for three months (note different waiting periods in pay schedules T, K and Z). The advancement of employees who are serving in a probationary status from step 1 to the applicable higher step will not be processed by the CPF until it has been firmly established that the employee will be retained. Employees who serve or are served notice of separation during the probationary period will not be eligible for a step advancement, even though the notice period may extend beyond the end of the probationary period.

1.35.3.3. The effective date of step increases will be governed by provisions in this chapter, paragraph **1.12.3.1**. Reduction of maximum waiting periods in steps 1 and 2 (salary schedules C, D) may be requested by an operating official based on an employee's demonstrated high proficiency or excellent performance. In that case, step advancement will be effective the first of the month following receipt of an appropriate USAFE Form 52 by the CPF, however, not before the first of the month following completion of the minimum waiting period. Advancement from step 1 to step 2 based on a supervisor's request will automatically bring to an end a probationary period served in step 1.

1.35.4. Step assignment on re-grading within same salary tariff or on tariff change (this article, paragraphs, 4, 5, and 6) will be based on the salary step rate or basic compensation applicable to the employee by tariff. In case such re-grading or tariff change coincides with the date a step increase is due in the former grade, step assignment will be based on the higher tariff step rate.

1.35.4.1. Upon tariff change, the computation of monthly pay rates required under paragraph 6c, second sentence, will be based on the rate applicable to the basic work hours in the respective pay schedule regardless of hours actually worked by the employee. As an example, in Wage and Salary Schedule H, computation of the hourly rate, as a first step, will always be according to provisions in appendix H, part I, paragraph 8b(1). In Wage and Salary Schedule P, for fire-fighting personnel, the hourly rate will be computed by applying the appropriate factor established in appendix P, part I, paragraph 10e. In both cases, the monthly rate will then be computed by multiplying the hourly rate with the number of monthly work hours that apply to an Article 9, paragraph 1 workweek. Note that appendix Z, part II, paragraph 2e contains different provisions for changes to another wage or salary schedule within that appendix.

1.35.4.2. Employees who had an advance step or other over tariff pay supplement (OTS) in their former wage and salary group will continue to be paid that OTS amount which exceeds the new tariff pay entitlement (including, for example, a supplement under appendix D, paragraph I.2) as a personal supplement until absorbed by step or other tariff pay increases. On change to Salary Schedule D, the excess OTS amount will become part of an outside tariff Meister supplement, if applicable (see paragraph 39.2. below). Provisions in CTA II, Article 55, paragraph 6c apply to these supplements when change involves different regular work hours.

1.35.4.3. Any personal supplement authorized under paragraph **1.35.4.2**. will be reflected in item 10D, E, or F, AF Form 825, Code 2363/2373 of PDS-C Central Table 12 will apply.

1.35.4.4. Provisions in this Article, paragraph 5, will be applied only if action is a management initiated downgrading as defined in CTA II, Article 52, paragraph 1. A request by an employee for assignment to a lower grade is not a downgrading in that sense. In this event the employee will be assigned to a step to which entitled under CTA II, Article 55, paragraphs 2 and 3.

1.35.5. Authority in paragraph 7c(2) may be used on reappointment of former employees who were separated by reduction in force (RIF) and re-appointed after a period of more than three months, or were separated for another reason and re-appointed later than the first following work day, that is, in situations other than those covered in paragraphs 7c(1) or 7a. Separations in the meaning of the foregoing sentence include resignations that were served instead of RIF, or otherwise in agreement with management, that is by giving proper or mutually acceptable notice.

1.35.5.1. Agreement on step assignment under this authority must be established in writing on USAFE Form 52 before reappointment is effected. A correction of step assignment at a later date is not permissible.

1.35.5.2. The CPF will consider, and recommend to the respective operating official, use of this optional provision when reappointment is effected under any of the following conditions:

1.35.5.2.1. More than 3 months after RIF separation or resignation (that is, after expiration of authority in this Article paragraph 7c(1)), but within the 12-month period established for recognition of previous service under CTA II Article 8, paragraph 2b.

1.35.5.2.2. Within 6 months after separation or agreed on resignation for reasons other than RIF, when previous service is credited under provisions of **Chapter 2**, paragraph **1.4.1.1.**, this instruction.

1.35.5.2.3. Within 12 months after separation or resignation for sickness, provided the reason for termination of prior employment was clearly established at termination date, and the employee was not engaged in full-time employment in the interim period.

1.36. Article 57 - Leaders.

1.36.1. Once application of a leader supplement is approved under criteria in this article, paragraph 1, it will normally be paid at the rate of 10 percent of the leader's own wage rate by tariff (CTA II, Article 16, paragraph 1a(1)). Provisions in this Article, paragraph 2a, should limit the need to apply paragraph 2b(2) to situations where the highest paid subordinate is graded in a different trade category with higher wage rates. The following computation formula applies:

1.36.1.1. Determine 110 percent of the wage per schedule of the highest paid subordinate employee in the work team (Figure A).

1.36.1.2. Determine wage per schedule of the leader, increased by 10 percent leader supplement (figure B).

1.36.1.2.1. If figure A equals or is smaller than figure B, no adjustment of the leader supplement is necessary.

1.36.1.2.2. If figure A is higher than figure B, the original 10 percent leader supplement will be increased by the difference between figure A and B.

1.36.2. Application of supplementary leader pay according to provisions in the Notes for the Record ref. CTA II, Article 62, or ref. CTA II, Appendix Z, paragraph III 3a is subject to approval by HQ USAFE/DPCI. Appropriate recommendations by CPF must explain in detail how and why the work situation involved appears to exceed criteria established in Article 57, paragraph 1.

1.37. Article 64 - Review of Grading. The USAFE Classification Review Procedure, published on the basis of this Article is detailed in USAFER 40-48 (new: USAFEI 36-708).

1.38. CTA II, Appendix C - Special Provisions for Salaried Employees. For policy and procedures governing the employment of teachers in DoD schools, refer to USAREUR Regulation 690-79, Employment of Local National Teachers in the FRG.

1.39. CTA II, Appendix D - Special Provisions D for Meister (Salaried Foremen).

1.39.1. The need to pay a supplement under this appendix, paragraph I.2, will be determined by application of the following computation formula:

1.39.1.1. Establish figure A, this is the salary per scale of the affected foreman (CTA II, Article 16, paragraph Ia(1)).

1.39.1.2. Establish figure B, this is 110 percent of the monthly pay of the highest paid subordinate wage earner composed of:

1.39.1.2.1. Wage per scale (CTA II, Article 16, paragraph Ia(1)), and, if appropriate, a leader supplement (CTA II, Article 16, paragraph Ia(6)). Over tariff pay supplements (OTS) or other pay components, whether established by tariff or voluntary, will be disregarded for this purpose.

1.39.1.3. If figure A equals or is greater than figure B, no foreman supplement will be authorized.

1.39.1.4. If figure A is smaller than figure B, a foreman supplement amounting to the difference between figures A and B will be paid.

1.39.2. In order to establish a reasonable internal pay alignment, CPFs are authorized to further adjust a salaried foreman's pay outside requirements of this appendix if the following conditions are met:

1.39.2.1. After application of provisions in **1.39.1.**, the difference in the monthly compensation of the foreman and the highest paid directly supervised employee (**1.39.1.2.** above, but including any OTS and functional allowance received) is still less than DM 100. In that case the employee will be paid an OTS in an amount that will provide for the difference.

1.39.2.2. Incumbents of 2d line foreman positions will be paid an OTS in the amount necessary to establish a pay difference of DM 125 per month over the monthly earnings (salary per scale, plus foreman supplement, plus OTS, if appropriate) of the highest paid subordinate foreman.

1.39.2.3. "Meister" supplement or OTS applied under provisions of paragraphs **1.39.1.** and **1.39.2.** are subject to reduction or absorption by any increase in the individual's regular tariff pay. Increases or adjustments in the basic compensation of the highest paid subordinate employee will require a re-computation.

1.40. CTA II, Appendix P - Special Provisions for Fire-fighting and Guard Personnel.

1.40.1. Maximum use will be made of the authority in part I, paragraph 2, which permits recurring medical examinations of personnel in fire-fighting activities. Examinations will be conducted in-house in consideration of physical requirements and criteria established in CSC Handbook X-118, Occupational Series 081. They must be administered by a professional physician if results are to serve as a basis for determining an employee's physical fitness for fire-fighting duties. The same rules apply for medical examinations to be conducted prior to employment in or reassignment to a firefighter position. If medical examinations by an Air Force medical authority are precluded by operational or other circumstances, and if necessary to support negative findings by an Air Force medical authority on a current fire-fighting and subsequent action prescribed by USAFE CPD Ger 47, the CPF will arrange for an examination according to the German Regulation G26 (Trade Association Principles for Work Related Preventive Medical Examinations). Such examinations will be performed by a physician included in the local list of physicians qualified and licensed to perform examinations under the criteria of G26. Implementing instructions on firefighters who must be reassigned or dismissed for medical reasons are contained in this instruction, **Chapter 4**, paragraph **4.3**.

1.40.2. Part III, paragraph 1a(2), provides for recognition of “any employment in fire-fighting service” for purposes of step determination in Wage and Salary Schedule P. This provision refers to actual “employment” only, for example with a municipal fire department, fire departments in industry or at an installation of the German or Sending States Forces. It does not extend to membership with any voluntary community firefighting activities (“Freiwillige Feuerwehr”).

1.41. CTA II, Appendix R, Employment Outside the Regular Duty Station. See paragraph 23., above.

1.42. CTA II, Appendix V - Vacation Bonus.

1.42.1. The vacation bonus is paid for the period of one calendar year, concurrent with the leave year. Employees who are in an employment status (including paid or unpaid absence) on 1 May will receive the full vacation bonus for the current year, provided they meet the established 12-month service requirement (based on EOD-US date). Partial bonus payment under this appendix, paragraph 4, is due on termination of employment before 1 May of any calendar year, if the affected employee completed a minimum of 12 months service on termination date.

1.42.2. An employee will forfeit bonus entitlement for the current calendar year on dismissal for cause under conditions stated in this appendix, paragraph 5. If such dismissal occurs after receipt of bonus payment in May, the paid amount will be deducted from employee’s final pay or otherwise recouped. The CPF will notify the ODC of forfeiture by an appropriate statement on AF Form 825 effecting separation, or on the final time and attendance report.

1.42.3. Employees drafted for military service with the Bundeswehr will receive any vacation bonus due for the current calendar year with earnings for the month of departure, if before May.

1.43. CTA II, Appendix W - Christmas Bonus.

1.43.1. Eligibility criteria for payment of the Christmas bonus (paragraph 1) require that:

1.43.1.1. The employee is on the rolls on 31 October of the current calendar year, and has completed, by that date, a minimum of 6 months continuous employment with the US Forces (EOD-US date).

1.43.1.2. The employment contract is not under notice of termination due to the employee’s own fault or resignation on the date of bonus payment (that is, November payday). This exclusion does not apply when resignation was for either premature retirement or reasons justifying extraordinary notice.

1.43.2. Employees who are separated effective 31 October, or between that date and the November payday, for reasons which they are not responsible for (for example, RIF) will receive bonus payment. The same applies to resignations covered under paragraph **1.43.1.2.**, sentence 2, above. Employees who qualify under **1.43.1.1.** on 31 October, but resign for other reasons or are dismissed due to their own fault during the month of November, forfeit their bonus entitlement.

1.43.3. Supervisors are required to promptly notify the servicing CPF of resignations and dismissals for cause initiated between 1 and 30 November. The CPF will inform the ODC to ensure withholding of Christmas bonus from eligible employees.

1.43.4. AF Form 825 effecting separation of employees who are liable for refund of Christmas bonus under this Appendix, paragraph 4, will state such obligation in the remarks column. The exceptional

rule stated in last sentence of paragraph 4a also applies when an employee resigns effective the end of parents (child care) leave.

1.44. CTA II, Appendix Z - Special Provisions Z for Employees in Civilian Service Units (CSU).

1.44.1. Regular tours of duty authorized for various categories of personnel under this appendix, part I, paragraph 3, and appropriate pay entitlements (part I, paragraph 9, 11, and part III) are explained in a special chart (see paragraph 44.8.).

1.44.1.1. Regular work hours of policemen working on rotation shifts (this appendix, part I, paragraph 3a(2)(a)), include time spent for receipt or turn-in of weapon, and inspection at an assembly point. Also included in regular work hours will be transportation time to and from the duty post by military vehicle, if transport is preceded or followed by one of the functions described in the preceding sentence.

1.44.1.2. An extension of regular work hours for policemen up to 104 hours per double week under this appendix, part I, paragraph 3a(2)(b), is only authorized, if hours exceeding 86 in a two-week period are stand-by hours. Such extended hours are not compensated by the monthly lump-sum salary, but will be subject to the basic hourly rate established in Salary Schedule ZP (see Table 1. CTA II, Appendix Z Regular Work Hours & Pay).

1.44.2. Eligibility of specific employee groups for time supplements (this appendix, part I, paragraph 11), and entitlements under referenced tariff provision during special duty assignments are as follows:

1.44.2.1. Policemen on Rotating Shift. No entitlement during regular work hours, including extension up to 52 hours per week 104 hours per double week.

1.44.2.2. Drivers and Kitchen Personnel. Entitled to supplements under CTA II, Article 20, paragraph I; not entitled to the supplement under CTA II, Article 20, paragraph 2.

1.44.2.3. Personnel on readiness duty, and for actual work up to one hour during such special duty (this appendix, part I, paragraph 3b(2)). No entitlement.

1.44.2.4. Personnel assigned to special guard duty (this appendix, part I, paragraph 3a(4)). Not entitled to night supplements (CTA II, Article 20, paragraph Ib), and not entitled to holiday supplements (CTA II, Article 20 paragraph Ie) for work on German legal holidays not coinciding with a Sunday.

1.44.2.5. Personnel in grades ZB 9, 10, or 11 and unit supervisors in grade ZB 8. No entitlement.

1.44.3. In deviation from CTA II, Article 14, more restrictive criteria for payment of a rotating shift allowance to CSU personnel are established in this appendix, part I, paragraph 8. CPF will assist operating officials in making eligibility determinations as payment of the allowance will be made solely on basis of the instructions in paragraph 1.15.2. Policemen and guards do not qualify for either shift or rotating shift allowance.

1.44.4. Implementing instructions and administrative procedures regarding housing and subsistence authorized under this appendix, part I, paragraph 13, are contained in USAFEI 36-725.

1.44.5. Principles outlined in paragraph 1.35., above, are equally applicable for step determinations in pay schedules Z, CTA II, except that prior service in hourly or monthly wage positions is only creditable for wage schedule ZW.

1.44.6. Classification of employees in police or related functions, who work on rotating shifts, and whose work hours are established according to this appendix, part I, paragraph 3a(2), will be effected on the basis of provisions in this appendix, part II, paragraph 5b. USAFE standard PD in the 4300 (CS) series will be applied. The allocation of grades for positions deviating from standards will be made on basis of individual position descriptions by applying the cross-comparison method in the grade finding process.

1.44.7. Appointments under Salary Schedule ZP involving basic training will be made in salary group ZP 1 or 2. Establishment of positions at grade ZP 1 will not require preparation of a separate position description, but will be accomplished by application of job engineering procedures.

Table 1.1. CTA II, APPENDIX Z REGULAR WORK HOURS & PAY

Employee Category	Regular Work Hours	Pay	Authority	Extended Regular Work Hours	
				Extent	Compensations
Drivers/ convoy leaders	38.5 p.w.	Wage Sched . ZA	App Z, 1.3a(1)(a) Art 9, para 2a & App Z, I.3b(1)	Up to 46.5 p.w. Over 46.5 up to 55 p.w.	100 per cent basic compensation p.h.; no supplement under para.2, Art 20, CTA II
Kitchen personnel	38.5 p.w.	Wage Sched . ZA	App Z, I.3a(3)(a) App Z, I.3a(3)(b) Art 9, para 2a & App Z, I.3b(1)	Up to 44.5 p.w. Up to 46.5 p.w. Over 44.5/46.5 Up to 55 p.w.	100 per cent basic compensation p.h.; no supplement under para.2, Art 20, CTA II
Policemen on rotating shift	43 p.w. or 86 per double week	Salary Sched . ZP	App Z, para 1.3a(5)(b) Art 9, para 2a & App , I.3b(1)	Up to 52 p.w. (104 per double week) 43 (52)-55 p.w.	100 per cent hourly rate in ZP 100 pre cent hourly rate in ZP; from 52d hour p.w. on: 100 per cent hourly rate in ZP & 10 per cent supplement under para.2, Art 20, CTA II
All other employees	38.5 p.w.	Wage Sched .A or Salary	Art 9, para 2a	Up to 55 p.w.	100 per cent basic compensation p.h.; 10 per cent supplement under para.2, Art 20, CTA II

Chapter 2

CREDITABLE SERVICE

2.1. Definition of Creditable Service. The following types of employment qualify for recognition as creditable service subject to the conditions established in this chapter:

2.1.1. Civilian employment under tariff or other local conditions in the Federal Republic of Germany (FRG) and Berlin with:

2.1.1.1. Elements of the US Forces.

2.1.1.2. Elements of the forces of another Sending State.

2.1.1.3. Agencies under the jurisdiction of the German Federal Minister of Defense.

2.1.1.4. A US Government agency or organization other than the US Forces.

2.1.1.5. An activity not falling under paragraphs 2.1.1.1. or 2.1.1.4. but administered by a US Forces Civilian Personnel Office (for example, United Nations Relief and Rehabilitation Association (UNRRA), domestic services paid from occupation cost funds).

2.1.1.6. A US Forces contractor provided employment involved full-time performance of maintenance or service functions at a US Forces' installation. In the USAFE area this requirement will be met when contractor employees used in these functions supplemented personnel authorized on manning documents for the performance of essential base operations. Service performed as or for a concessionaire of the US Forces or AAFES-Europe is not creditable.

2.1.1.7. HQ Allied Tactical Air Force during the period 1 March 1956 through August 1958, provided such employment was immediately preceded and followed by employment with a USAFE installation.

2.1.2. Civilian employment with elements of the US Forces outside the FRG and Berlin in third country citizen status or subject to local conditions of employment.

2.2. Basis for Recognition.

2.2.1. Recognition of employment listed in this chapter, paragraphs 2.1.1.1. through 2.1.1.3., to the extent prescribed by pertinent provisions of the CTA II, is mandatory and constitutes a legal entitlement to the employee. Note paragraph 3.3.

2.2.2. Recognition of employment listed in this chapter, paragraphs 2.1.1.4. through 2.1.1.7. and paragraphs 1.2., and of employment covered in paragraph 1.1. to the extent it exceeds the requirements of CTA II, is authorized by this chapter, paragraph 2.4., on a voluntary basis (outside legal entitlements of employees).

2.3. Extent of Credit.

2.3.1. Employment periods referred to in paragraphs 2.1.1.4. through 2.1.2. above, that are determined to be continuous in the meaning of CTA II, Article 8, paragraph 2a, or by approval of an exception under paragraph 4 below, will be credited for:

2.3.1.1. Entitlements from CTA II or individual employment contracts that are based on length of continuous employment (for example, annual leave, sick pay, death benefits, notice periods). See paragraph **2.3.3**.

2.3.1.2. Service requirements governing eligibility for vacation and, Christmas bonus. Computation of these benefits will be based only on creditable earnings received during employment with the US Forces in the FRG under the terms of the applicable collective agreement.

2.3.2. Service recognized under paragraph **2.3.1** above will be credited for determination of salary steps to the extent that it meets the requirements of Article 55, paragraph 2, or pertinent provisions in the CTA II appendices. Such credit will depend on presentation of records by the employee that contain sufficient data for comparison of work levels under the criteria of pertinent grade level definitions of CTA II. These provisions will not preclude step assignment under CTA II, Article 55, paragraph 7c(2), as implemented in this instruction, **Chapter 1**, paragraph **1.35**.

2.3.3. For service requirements governing entitlements under CTA II, only periods of employment with the US Forces in the FRG and Berlin, and labor service employment in France, will be counted that are continuous under the provisions of CTA II, Article 8, paragraphs 2 and 4, or by voluntary recognition under paragraph 4 below. Periods of employment referred to in this chapter, paragraphs **2.1.1.3** through **2.1.2**, are not creditable for this purpose.

2.4. Waiver of Tariff Restrictions.

2.4.1. CPO may approve an exception to the restrictions in CTA II, Article 8, paragraphs 2a, 3, or 4, and recognize as continuous service:

2.4.1.1. Periods of uninterrupted employment listed in this chapter, paragraphs **2.1.1.1** and **2.1.1.2**, and paragraph **1.2**, that precede a break of more than three months or a termination, provided the employee is re-appointed within six months after resignation or separation with ordinary notice for reasons other than RIF or justified removal for cause. The provisions of CTA II, Article 8, paragraph 2b, which allow a break of 12 instead of three months after separation or resignation for RIF without adverse impact on continuous employment, may be applied to periods of employment listed in this chapter, paragraph **2.1.2**, on a voluntary basis.

2.4.1.2. Periods of uninterrupted employment listed in this chapter, paragraph **2.1.1.3**, although not immediately preceding appointment with the US Forces or terminated by the employee's resignation, provided that the period between separation and appointment does not exceed one month, and there was no other intermediate employment.

2.4.1.3. Periods of uninterrupted employment listed in this chapter, paragraph **2.1.1.4** through **2.1.1.6**, which were terminated by resignation, provided that appointment by the US Air Force is not later than one month from effective date of resignation, and the employee had no other intermediate employment.

2.4.2. The extent of credit for periods of service recognized as continuous under paragraph **2.4.1** above will be as established in this chapter, paragraph 3.

2.5. Military Service. Recognition of military service with the German Armed Forces (Bundeswehr), or civilian duty in place of military service (Ziviler Ersatzdienst), and the extent of credit will be as prescribed by governing German laws and according to policy outlined below:

2.5.1. Continuation of Employment after Military or Substitute Service.

2.5.1.1. Periods of basic military training, military exercise, aptitude training, or civilian substitute service will be recognized as creditable periods of employment provided the employee returns to duty immediately following completion of such service. Return to duty must be prompt and without undue delay. Employees who cannot meet this requirement for reasons beyond their control must notify their employing organization accordingly. Failure to do so will result in forfeiture of rights held. Provisions in this subparagraph equally apply when military service is composed of basic military training and service in regular status (Soldat auf Zeit) for a total period of not more than two years.

2.5.1.2. The above mentioned periods of military service are considered discontinued periods of employment according to Article 8, CTA II. They are accountable for all tariff increases regarding wage and salaries; however, do not count for completion of probationary and education periods.

2.5.2. Appointment after Discharge from Military Service:

2.5.2.1. A person appointed following discharge from basic military service, military exercise, or civilian substitute service, will be given credit for the period of such service according to CTA II, Article 8, after completion of 6 months of continuous employment. The period between discharge and appointment with the US Forces may extend to several months provided the individual had not engaged in other permanent employment in between, and there is reasonable explanation for the delay. In its decision 5 AZR 427/73 the German Federal Labor Court ruled, for example, that internship (Praktikantenverhältnis) of 6 months is not to be considered employment in this sense, and that credit for prior military service must be given by the first regular employer.

2.5.2.2. Credit, according to [2.5.2.1.](#), will also be given when, following such military service or exercise, a soldier has undergone education or training that is useful for his future occupation or profession and is appointed following thereafter. Such education or training must be in addition to general school education, and must be completed within a normal time period. The education or training period itself will not be credited unless the provisions of CTA II, Article 8, paragraph 3, apply.

2.5.2.3. Periods creditable under paragraphs [2.5.2.1.](#) and [2.5.2.2.](#) will not be considered for completion of probationary or training periods and waiting periods established for step determination in CTA II, pay schedules C, D, K, P, T, and Z.

2.5.2.4. Former members of the German Armed Forces in regular status with service in excess of 2 years, who are appointed following their discharge (see 5.2.1. Article. 8, 2d, CTA II), will be given credit for purposes of CTA II, Article 8, after completion of 6 months of continuous employment as follows:

2.5.2.4.1. Periods of basic military service and voluntarily extended service not to exceed a total of 2 years will be credited in full.

2.5.2.4.2. Military service in excess of 2 years will be credited at the rate of one-third of the time. This includes periods of vocational training during or following military service, except if covered by [2.5.2.4.3.](#)

2.5.2.4.3. Periods of vocational training will be credited in full if appointment is to a position in the same or a related occupation or field of specialization for which training was received on basis of Articles 4 and 5, Soldiers' Compensation Law.

2.5.2.5. Credit according to [2.5.2.4](#) will not extend to completion of probationary or training periods under CTA II, waiting periods required in connection with annual leave, and step determination in pay schedules listed under [2.5.2.3](#).

2.5.3. Credit for military service of European Community Country citizens. The provisions of paragraphs [2.5.1](#), [2.5.2.1](#), [2.5.2.2](#) and [2.5.2.3](#) will apply accordingly to employees who are citizens of European Community countries and have been called to compulsory military duty in their home country.

2.6. Other Time Periods Creditable by Law.

2.6.1. According to Article 10 of the German Law for the Protection of Employed Mothers, an employee who resigns effective the end of maternity leave and is re-appointed within 12 months after childbirth, will have no break in service. Unless employed with another employer during that period.

2.6.2. Reappointment in the meaning of legal provisions stated in [2.6.1](#) must be with the same Air Force installation from which the employee resigned. CTA II, Article 8, paragraph 2c will apply for entry on duty (EOD) date adjustment.

2.7. Establishment of EOD Dates.

2.7.1. For administrative purposes, the actual or a constructive EOD date denoting the commencement of an employee's continuous service under current employment contract will be used. The EOD date will account for all periods of employment which are creditable under CTA II, Article 8, by voluntary recognition under this chapter, or by law (paragraphs [2.5](#) and [2.6](#) above). A constructive EOD date will be computed according to CTA II, Article 8, paragraph 2d.

2.7.1.1. Each employee will be assigned an EOD date covering creditable employment listed in this chapter paragraphs [2.1.1.1](#), [2.1.1.4](#) through [2.1.1.7](#), and paragraph [2.1.2](#) and creditable military service (this chapter, paragraph [2.5](#), subject to restrictions outlined therein). The abbreviation "EOD (US)" will be used.

2.7.1.2. An "EOD (Article 8)" date, which in addition to employment covered under [2.7.1.1](#) includes creditable employment listed in paragraphs [2.1.1.2](#) and [2.1.1.3](#), will be used for those employees who have such previous service. The "EOD (Article 8)" date will only be established upon expiration of the probationary period.

2.7.2. If both types of EOD dates are required, the "EOD (US)" will be used for benefits based on employment with the US Forces only, whereas the "EOD (Article 8)" will apply whenever benefits are based on continuous employment in general.

2.7.3. For service requirements in the Protection Agreement (PA, 2 July 97), the "EOD (US)" will only be used to the extent that it covers employment with the US Forces in the FRG, and Labor Service employment in France (see paragraph [2.3.3](#) above). For service requirements in Social Security Agreement (SSA), Article 2, paragraph 2b, the "EOD (US)" date will also be used as prescribed in sentence 1. When an employee has two EOD dates, the "EOD (Article 8)" date will be used with the same exclusion and limitation to employment in the FRG, Berlin, or with Labor Service Units (LSU) in France. Recognition for SSA of periods of employment that exceed those creditable under the previous version of CTA II, Article 8, as attached to the SSA is on an over-tariff basis.

2.7.4. Service reflected in EOD dates established by other US Forces elements will be recognized when such an employee is re-appointed by an Air Force installation, provided service is creditable under the terms of this chapter.

2.8. Approval of Voluntary Credits.

2.8.1. Recognition of periods of employment beyond tariff and legal requirements must be determined at the time of an employee's reappointment or appointment. An appropriate annotation will be made in the remarks column of USAFE Form 200, Service Computation Record (Germany) (Non-US). The completed form will be retained as a permanent record in the employee's OPF.

2.8.2. Exceptional recognition of prior service under provisions of this chapter, paragraph 2.4., may only be approved when the conditions in paragraphs 2.8.2.1. or 2.8.2.2. are met:

2.8.2.1. Employee possesses desired special qualifications or is to fill a scarce skill position, and crediting previous service is an important factor in the employee's acceptance of the position.

2.8.2.2. Employee was separated for sickness and had no other employment in the interim period. NOTE: For resignation due to sickness CTA II, Article 8, paragraph 4b, applies.

2.8.2.3. Retroactive recognition of periods of service beyond tariff or legal requirements is not authorized. The restriction refers to employee requests for EOD date correction at some time during employment and to recognition of service preceding another earlier break that was not credited on reappointment after such break. If, however, at time of appointment or reappointment sufficient records on periods of employment in question are not available, the employee will be allowed a reasonable time period (maximum 3 months) to produce missing documentation. If finally approved, credit will apply from the date of appointment or reappointment.

2.9. Service Computation Date.

2.9.1. An employee's total period of employment with the US Forces, regardless of breaks, will be reflected by the Service Computation Date (SCD). This date denotes the actual or constructed commencement of civilian employment with the US Forces in any country, including employment defined in this chapter, paragraph 2.1.1.4. through 2.1.1.7., service in the FRG or Berlin, but excluding periods of employment terminated by removal for cause or resignation to avoid removal for cause.

2.9.2. The SCD will be established at the time of an employee's appointment or reappointment. It will be considered for determination of retention credit in RIF and length of service awards.

2.9.3. If creditable employment periods preceding implementation of policy stated in this instruction, Chapter 1, paragraph 1.2.3., started on the first workday of a calendar month or year because the first calendar day(s) of that month and year were regular work free days, credit will be given for the full month or year, as appropriate. Last sentence of referenced paragraph 1.2.3. will apply provided that a determination to that effect is still possible.

2.10. Documentation.

2.10.1. All service included in an employee's EOD date or SCD must be documented by appropriate records or written statements in the OPF.

2.10.2. Employees claiming credit for service which is not documented in official CPF records will be responsible for furnishing adequate proof supporting their claim by official documentation (for example, social insurance record). Unofficial certificates or statements of former co-workers or supervisors will not suffice.

Chapter 3

SERVICE RECOGNITION AWARDS

3.1. Policy. In consideration of practices generally followed by other employers in the FRG and based on agreements established with the German Federal Ministry of Finance (FMF) under provisions of Article 56, paragraph 5, Supplementary Agreement for Germany to the NATO Status of Forces Agreement (SOFA) special recognition will be afforded employees who complete 20, 25, 30, 35, 40, 45, and 50 years of faithful service with the US Forces. Awards established in this chapter are to recognize these employees' significant contributions to mission accomplishment, and will be granted in addition to other service recognition awards authorized in Federal Personnel Manual (FPM), Chapter 451, USAFE Supplement 1, and USAFEI 36-731.

3.2. Creditable Service. Service creditable for purposes of this chapter will be all proven service with the US Forces or other agencies defined in this instruction, **Chapter 2**, paragraph **2.1.**, as reflected by an employee's service computation date (SCD) (this instruction, **Chapter 2**, paragraph **2.9.**).

3.3. Type of Awards and Eligibility Requirements.

3.3.1. Special Leave. On completion of 20, 30, 35, and 45 years of creditable service employees will be authorized three days administrative leave. This leave may be taken at any time after the eligibility date; however, not later than the end of the following calendar year. Compensation in cash instead of such leave is not authorized.

3.3.2. Cash Awards. Employees who complete 25 years of creditable service will be paid a monetary award in the amount of DM 600; those who complete 40 and 50 years of service will receive a cash award in the amount of DM 2000.

3.3.2.1. To be eligible for the award an employee must be in an employment status on the day service prerequisites are met.

3.3.2.2. When an eligible employee dies before receipt of the award, payment will be made to surviving dependents who are entitled to death benefits under CTA II, Article 38, paragraph 1b(1).

3.3.2.3. Awards will not be paid to employees who are under notice of separation for reasons other than reduction-in-force, retirement, or incapacitation on the date they complete 25, 40 or 50 years of service. Employees separated for cause with extraordinary notice between that date and the date of award payment will also forfeit the award.

3.4. Award Ceremonies.

3.4.1. CPF will make arrangements for appropriate award presentation ceremonies. Ceremonies may be conducted for individual or groups of employees depending on the number of award recipients at a given time period and the availability of facilities.

3.4.2. The commander or deputy commander should be present at ceremonies in honor of employees completing 20 or more years of service, and personally present service recognition emblem and certificate provided for in FPM Chapter 451/USAFE Supplement 1 and USAFEI 36-731. Appropriate publicity is encouraged.

3.4.3. Recipients of service recognition awards discussed in this chapter should be administratively excused from work for the remainder of the day on which the presentation ceremony occurs, unless this would be inconsistent with urgent operational requirements.

3.5. Administrative Procedures.

3.5.1. The CPF will notify employees eligible for special leave under paragraph 3.3.1. with an appropriate letter of the one-time leave entitlement. Copy of the notification will be forwarded to the respective supervisor. The latter will also be advised that leave control is to be exercised by the employing activity and not to be reported under provisions of USAFEI 36-709.

3.5.2. The following procedures will be followed for processing the cash awards:

3.5.2.1. All award payments will be processed through the servicing German Defense Cost Office (ODC).

3.5.2.2. About 30 days before an employee completes 25, 40 or 50 years of service, the CPF will manually prepare an AF Form 825 authorizing payment of the respective award. Nature of Action (NOA) terminology and special entries on the AF Form 825 will be:

3.5.2.2.1. Item 3: Date of completion of 25/40/50 years service.

3.5.2.2.2. Item 4: "Twenty-Five-year (Forty-Year, Fifty-year) Service Cash Award."

3.5.2.2.3. Item: 6 Organization employing the individual on date stated in item 3.

3.5.2.2.4. Item 12f: "Award DM 600" or "DM 2000." All other entries on the AF Form 825 will be according to USAFE CPD Ger 26 (new: USAFEI 36-735).

3.5.2.3. The original AF Form 825 will be forwarded to the employing organization for presentation to the employee. If the awards ceremony is held during the month in which the anniversary falls, presentation at that occasion will be appropriate. One copy will be retained in the OPF. Action copies for the ODC payroll office will be transmitted early enough to ensure payment of the award at the end of the month in which the employee completed the respective service tenure.

3.5.2.4. The ODC will effect payment by remittance of the award to the employee's bank account.

3.6. Charging of Payments.

3.6.1. Award payments will be charged against the funds of the activity that employs the award recipient on the day service requirements are met. Under German tax law, payments are exempt from income tax and social insurance charges.

3.6.2. ODC will enter award payments on a separate payroll. This payroll will be processed in the month that payment is made. Award payments will be exempt from the administrative service charge.

Chapter 4

PROTECTION RIGHTS

4.1. Explanation of Terms. The Tariff Agreement of 2 July 1997, “On Protection From Rationalization Measures, Termination Of Employment And Income Protection (Protection Agreement - PA),” provides for stipulations regarding placement rights and payment of pay protection.

4.1.1. Pay Protection Supplement (PPS). The amount paid after the employee is placed in a new position or re-graded in his or her current position and the resultant basic compensation by tariff is lower than his or her current basic compensation. The PPS is a supplement within the meaning of Article 16, paragraph 1a(4), CTA II.

4.1.2. Personal Supplement (PS). The PS corresponds to the difference between the basic compensation due an employee for his or her new job, and the assessment limit on the effective date when starting the new job.

4.1.3. Downgrading. An employee’s voluntary change from a wage or salary grade with higher basic compensation either within the same wage or salary schedule or by conversion to another wage or salary schedule or trade category.

4.1.4. Basic Compensation. The rate of pay as specified in CTA II, Article 16, paragraph 1a.

4.2. Income Protection.

4.2.1. Income Protection after Organizational Measures (PA of 2 July 97). An organizational measure in the meaning of Article 2 is the prerequisite condition for application of income protection under Article 5. Reductions in income that are attributable solely to reduction in regular work hours are not protected by these provisions.

4.2.1.1. Article 4. Entitlement for alternative employment applies also to positions outside the commuting area, but within the scope of the CTA II (paragraph 3a, Article 4). The commuting area includes all communities within the radius of 60 kilometers from the community of the current permanent duty station (paragraph 4d, Article 4).

4.2.1.2. Article 4. The placement offer will first extend to a position of equal value and if a position of equal value is not available, a reasonably acceptable position will be offered. Upon request the employee will be offered a position of equal value at a different location within the scope of application of the CTA II and outside the commuting area with the same component service.

4.2.1.3. Article 5. If the change results in a lower compensation, the PPS according to Article 5 will be paid.

4.2.1.4. Article 5, paragraph 3b. For employees who have completed 55 years of age and have reached an employment period of 20 years, general tariff increases will not be offset within the first 60 months of the period of entitlement, however, at the most until the completion of 65 years of age.

4.2.1.5. Article 5, paragraph 3. The prerequisite conditions for age and length of service must be completed on the day preceding the change, for example, an employee reassigned on 1 October has completed the 40th years of age if the 40th birthday falls on 30 September at the latest. Eligi-

bility requirements for the duration of payment which are met after the change will not be considered.

4.2.1.6. Article 6. Employees whose employment will end under one of the conditions mentioned in Article 2, may be released from duty, with full pay, for participation in vocational training measures, provided operational reasons are not withstanding. Placement rights will be suspended for this period of time (paragraph 2d., Article 6).

4.2.1.7. Entitlement to Indemnity Payment (IP) is ruled in Article 7 and will amount to maximum 7 months pay (paragraph 4.1.) respectively to 3 months pay (paragraph 4.2.).

4.2.1.8. Special protection from termination of employment and personal supplement is ruled in Article 8. This provision applies for employees who have completed 40 years of age and 15 years of creditable service.

4.2.1.9. Employees who in case of an agency transfer under Article 613a, German Civil Code, have rejected the transfer and must be terminated, will also be entitled to benefits under this tariff agreement (Article 2, paragraph 3).

4.2.2. Income Protection in the Case of Diminished Efficiency (CTA II, Article 42): These provisions do not establish an employee entitlement to a position offer. However, if a position at lower level is offered because of the employee's diminished efficiency in the current position, payment of an Income Protection Allowance will be made. An offer of a position at lower grade can be made only after termination for change in employment conditions, unless reassignment is made in mutual agreement, in which the PPS will still be paid.

4.2.2.1. Paragraph 1a: Determination by the Accident Insurance (BAFU - Bundesausführungs-behörde für Unfallversicherung (Accident Insurance)) will be required for granting the PPS under this paragraph.

4.2.2.2. Age-related decline in physical or mental capability may be a cause to regression of an employee's efficiency. An action to reassign or downgrade an employee will be justified by medical certificate unless it is mutually agreed upon by management and the employee.

4.2.2.2.1. If a medical certificate from the employee's family doctor is acceptable it is subject to determination between the employing activity and the CPF.

4.2.2.2.2. A medical certificate from a medical authority to be proposed by management may be requested. Pending the circumstances, a physician qualified to perform special medical examinations under criteria of occupational health (Berufsgenossenschaftliche Grundsätze für arbeitsmedizinische Vorsorgeuntersuchungen) may be selected with the employee's consent (paragraph 2b).

4.2.3. Special Provisions for Fire-fighting Personnel (CTA II, Appendix P-I).

4.2.3.1. Firefighters who are no longer fit for work in fire-fighting service based on final results of medical examinations (see this instruction, [Chapter 2](#), paragraph 2.40), and therefore, are reassigned to another position according the TA, 2 July 1997, provided they meet established age and reduced service requirements. If a reduction of regular work hours is involved, the following applies:

4.2.3.2. Determination will be made whether the employee is entitled to a PS according to TA, 2 July 1997, Article 8, whereby Article 8, paragraph 4 and 5b exclusively applies.

4.2.3.3. If the monthly pay is less than the former compensation, paragraph 2 Article 5 applies.

4.2.3.4. If the calculated amount including pay protection is less than 86.5 percent of monthly pay, the PPS will respectively be increased.

4.2.3.5. Overall, the provisions of the TA, 2 July 1997, are applicable.

4.2.4. Administrative Instructions. PPS authorized under **4.2.1.**, **4.2.2.**, or **4.2.3.** will be identified in item 10D, AF Form 825. Expiration of time period for which PPS is granted will be suspended in the PDS-C. Withdrawal of PPS according to TA, 2 July 1997, will require execution of an AF Form 825. Refer to CPD Ger 26, attachment 3, for appropriate NOA and Remarks Codes.

4.2.5. Personal Supplement (TA, 2 July 1997).

4.2.5.1. These tariff provisions also apply if a downgrade occurs in connection with reappointment of an employee following RIF separation from a higher grade position with another Air Force installation or another US Forces element.

4.2.5.2. The PPS will amount to the difference between an employee's basic compensation, by tariff schedule, in the new wage or salary group, and the basic compensation, by tariff schedule, which would be applicable had downgrade by only one group been affected in the current wage or salary tariff. Computation will be based on the basic compensation for the number of work hours pursuant to CTA II, Article 9, paragraph 1, in a calendar month. When an employee is paid a special salary in the new position, only that portion of the special salary which exceeds the tariff rate in the new salary group plus the personal supplement will constitute outside tariff pay.

4.2.5.3. The PPS is part of the basic compensation and will be paid for an unlimited period of time. It will be reduced or absorbed only by increases in the employee's earnings resulting from upgrading, change of tariff, temporary performance of higher level work, or establishment of a leader supplement. Pay increases for other reasons (for example, step advancement, increase of tariff rates) will not affect the personal supplement.

4.2.5.4. Employees who would qualify for a personal supplement under terms of Article 8, TA, 2 July 1997, except for the fact that they are downgraded by one group only, will be entitled to receive the personal supplement when further downgraded at a later date. The supplement will be paid as of the effective date of the second downgrading and is subject to upward adjustments in case further downgrading occurs.

4.2.5.5. Employees who are changed from the lowest group of a salary tariff to a wage tariff will qualify for a personal supplement, if their basic compensation, by tariff, in the new wage group is less than the rate of the next lower step in the salary group from which changed. That next-lower-step rate will also be used as a basis for computation of the supplement.

4.2.5.6. When determining eligibility for a personal supplement on downgrading of managerial personnel in CTA II, Appendix H, the pay levels of 140 percent for managers and 125 percent for deputy managers, based on the grade of the highest paid subordinate, will be considered to constitute separate salary groups although no numeric designation exists as for other grades (Article 8, paragraph 5). A downgrading by more than one group applies when managers are placed in a position with basic compensation lower than 125 percent of the H-grade on which their previous pay was based, or when deputy managers are placed in a position with basic compensation lower than the H - grade on which their previous pay was based. In such cases the personal supplement will be computed as the difference between the basic compensation of the new grade and (1) for man-

agers, 125 percent of the highest group previously supervised, or (2) for deputy managers, the highest group previously supervised. Paragraph 4.2.5.2., sentence 2, applies.

4.2.6. Voluntary Pay Protection (Incumbency Allowance - IA).

4.2.6.1. The different types of pay protection rights outlined in the above apply to employees under Special Employment Agreements (SEA). SSS employees are protected by these stipulations, as well.

4.2.6.2. Tariff Agreement on Protection from Rationalization Measures, Termination of Employment and Income Protection (Protection Agreement), effective 1 August 1997. Effective with implementation of the Protection Agreement, the over-tariff provisions on Voluntary Pay Protection (Incumbency Allowance), as covered in HQ USAFE/DPC letter, 15 January 1991, Voluntary Protection Non-US Citizen employees in Germany, are rescinded. Income protection granted on or after 1 August 1997 will be exclusively based on the provisions of Article 5, Protection Agreement. Employees who have been granted incumbency allowance prior to 1 August 1997, will continue to receive the allowance under the now rescinded policy until the initial period of 24 months has expired, irrespective of whether the provisions of Article 5, Protection Agreement are more or less favorable for the employees concerned.

4.3. Placement Priority. Every effort will be made to place employees receiving pay protection into positions commensurate with their qualifications and protected rate of pay. CPF will establish and maintain priority lists, and ensure that such employees are referred to suitable vacancies on a priority basis.

Chapter 5

SOCIAL SECURITY SUPPLEMENT

5.1. Authority.

5.1.1. The USAFE policy is to contribute towards an employee's old age pension insurance irrespective of the type of coverage.

5.1.2. Salaried employees who obtained release from mandatory membership in the statutory pension insurance will be granted a social security supplement under provisions outlined in this chapter if they either maintain an equivalent commercial life insurance policy, contribute to the statutory pension insurance on a voluntary premium basis, or make contributions to a combination of these insurance schemes.

5.2. Amount of Supplement. The social security supplement will amount to 50 percent of an employee's total contributions to a commercial life insurance policy or statutory pension insurance; it will not exceed, however, the rate established as employer's share for mandatory coverage by statutory pension insurance.

5.3. Procedures.

5.3.1. Social security supplements will be authorized and paid upon request of eligible employees. Requests for payment or adjustment must be submitted to the servicing CPF on a form letter (memorandum, paragraph 5.5.). This letter documents the employee's acceptance of the conditions under which the supplement is paid.

5.3.2. The CPF will determine eligibility for a supplement, and, if appropriate, authorize payment by means of AF Form 825 as part of the employment contract. For nature of action terminology and remarks, refer to USAFE CPD Ger 26. The supplement amount to be entered in item 12 of the form will correspond to 50 percent of total premiums paid by the employee. Generally, the effective date will be the first day of the month during which an employee's request is received by the CPF. When an employee is appointed during the second half of the calendar month, payment of the supplement may not be effective before the first of the following month.

5.3.3. One copy of the AF Form 825 authorizing payment of the social security supplement will be forwarded to the servicing ODC. The ODC will also be furnished, and will retain, the certificate of release from mandatory coverage by the statutory old age pension insurance, which an employee is to submit together with the initial request for payment of the supplement. Employee requests for payment or adjustment of the supplement will be retained in the OPF together with the authorizing AF Form 825.

5.3.4. In January of each year, and before termination of employment, all employees receiving a social security supplement will be required to produce evidence of contributions paid for the preceding calendar year, or for the period from 1 January of the current year through the date of separation. Employees will present the evidence to the servicing CPF, which in turn will notify the ODC of the verification. Failure to provide the required evidence will result in collection of the social security supplement from the date of the last review. If evidence does not cover the entire period under review or shows contributions in a lower amount than used for determination of the supplement, refund of the overpaid amount will be required. Paragraph 5.4.4. prescribes collection procedures.

5.3.5. This supplement may be discontinued or decreased at any time and without prior notification if the conditions under which it was granted cease to exist. CPF will cancel the supplement when there is indication that the employee has used the money for purposes other than those for which it was paid, or does not intend to continue contributions for life or statutory pension insurance. The supplement will be decreased when an employee's salary is reduced by official personnel action, and a lower maximum amount of employer's share applies.

5.4. Payment.

5.4.1. The ODC will pay the social security supplement according to entries on the authorizing AF Form 825. Changes in the maximum amount authorized require confirmation by a new AF Form 825. It will be prepared by the CPF on receipt of an employee's written request for adjustment of the supplement based on increased premium payments.

5.4.2. Payment of the supplement will continue for periods of unpaid leave or other absence without pay, but not to exceed three months, and provided that evidence of premium payments is furnished by the employee according to paragraph 5.3.4. Based on entries on the time and attendance report, the ODC will suspend payment of the supplement from the first of the calendar month in which absence reaches three months until the first of the calendar month following employee's return to work. Provisions in this paragraph do not apply to maternity leave under provisions of the Law for Protection of Employed Mothers, and parents leave under provisions of the law concerning granting of child care allowance and parents leave. Payment of the supplement will continue for the entire period of such leave, provided the employee pays insurance contributions.

5.4.3. Payment of the supplement will cease on termination of employment or cancellation for other reasons by means of an AF Form 825 (paragraph 5.3.5.). In either case, payment will end on the last day of a calendar month. If termination is effected during the first half of a calendar month, the supplement will be discontinued from the first day of that month; if termination is in the second half of a month, payment will cease on the last day of the month.

5.4.4. Amounts to be refunded according to paragraph 5.3.4. will be collected by payroll deduction. Based on written notification from the CPF of an employee's failure to verify required premium payments and the amount to be collected, the ODC will make appropriate deductions from the employee's earnings or any other payments due.

5.4.5. The social security supplement is not part of an employee's earnings in the meaning of CTA II, Article 16, paragraph 4.

5.5. Form Memorandum Example.

MEMORANDUM FOR

SUBJECT: Request for Social Security Supplement

TO: Civilian Personnel Flight (CPF)

1. Reference USAFEI 36-723, Annex E, I request payment of a social security supplement in

DM _____ per month - adjustment of the social security supplement currently paid to me to

DM _____ per month, effective _____.

2. I am released from mandatory coverage by the statutory old age insurance. The certificate of release is attached/has been previously submitted to the Office of Defense Cost (ODC). I contribute

2.1. DM _____ per month for the following commercial life insurance policy(ies): (Cite insurance company, number and date of policy(ies)).

2.2. DM _____ per month/per year to the statutory old age pension insurance on a voluntary premium basis.

3. I understand that payment of this supplement will be voluntary on the part of the US Air Force, and subject to the following conditions:

3.1. The supplement will be granted to support contributions which I make to secure retirement benefits for myself and, in case of my death, support for my dependents.

3.2. The supplement will amount to 50 percent of my total premium payment to a commercial life insurance policy or to the statutory old age pension insurance on a voluntary basis. The maximum amount of the supplement will not exceed, however, the rate of employer's share I would receive if subject to mandatory coverage by the statutory insurance.

3.3. In January of each year, and before termination of my employment, I will provide to a representative of the CPF evidence of contributions paid for the preceding calendar year or, in case of separation, for the period 1 January through date of separation. Failure to provide this evidence will result in deductions from pay of supplement payments that are not supported by premium vouchers.

3.4. The supplement may be discontinued or decreased at any time and without prior notification if the conditions under which it was approved change or cease to exist.

3.5. I will promptly report to the CPF any changes in my old age pension insurance which may affect supplement payment.

Date

(Name and Employing Unit of Requester)

(Signature of Requester)

Chapter 6

CHANGES TO HIGHER LEVEL WORK OR GRADE

6.1. General. Under basic principles established in CTA II, Articles 51 and 52, employees are entitled to be paid according to that wage or salary group which is determined by comparison of their duties with the job criteria of the appropriate wage and salary tariff. For pay adjustment purposes, the effective date will normally coincide with the date higher level duties are officially assigned to and fully performed by the employee. Exceptions to this rule apply to temporary changes to higher level work, and assignment to a higher graded position on probation under CTA II, Article 53, or outside tariff policy as implemented in this chapter, paragraphs **6.3.**, **6.4.**, and **6.5.**

6.2. Establishment of Effective Dates.

6.2.1. Placement Action. The effective date will coincide with the date of official assignment to the new position, except as otherwise specified in paragraphs **6.2.3.**, **6.3.**, and **6.4.** below. When feasible, placement actions involving a change to higher grade or a tariff change resulting in an increase in pay should be effected at the beginning of a pay period.

6.2.2. Classification Action. The effective date will be the date higher level duties are officially assigned and fully performed by the employee on a permanent basis (see also paragraphs **6.2.3.** and **6.2.4.** below). Supervisors will be encouraged to officially assign higher level or additional duties, which may have an impact on the employee's pay, at the beginning of a pay period whenever possible.

6.2.2.1. Reclassification. On reclassification of a position, that is, correction of a classification error or the application of new standards or tariff classification criteria, the effective date will be:

6.2.2.1.1. Date the action to be corrected was initially taken, subject to restrictions on retroactively in **6.2.4.** below, or

6.2.2.1.2. Date specified by the signatory parties to the CTA II or HQ USAFE.

6.2.2.2. Grade or pay adjustments resulting from labor court decisions or formal classification review under USAFER 40-48 (new: USAFEI 36-727). The effective date will be the date specified in the final decision.

6.2.3. Deferred Effective Dates.

6.2.3.1. Application of the full grade will be deferred when an employee, upon change to a higher level position or appointment, does not meet established qualification requirements, or is not fully assigned nor performing all the duties of the position. A tentative effective date for advancement to or towards the target grade will be established in full coordination between the supervisor and responsible staff members in staffing, employee career development, and classification functions of the CPF. Reasons for the deferment will be documented on USAFE Form 52 or survey roster, as appropriate. The employee will be informed accordingly.

6.2.3.2. If employees are to perform all major duties of a position to which they were assigned, but a probationary period is required under CTA II, Article 53, paragraph 2, the provisions in paragraph 6.6.5 will apply.

6.2.4. Retroactive Effective Dates. The retroactive adjustment of an employee's grade or pay is not authorized unless facts exist to prove that the duties on which the upgrade is based were officially

assigned and assumed at a specific date. For each such action, the responsible supervisor will provide the CPF with full justification on USAFE Form 52 or survey roster.

6.2.4.1. The retroactive effective date will be established jointly by the operating official and concerned CPF staff members. In setting the date, a reasonable job induction period should be considered. Actions should normally be effected at the beginning of a pay period.

6.2.4.2. Effective dates earlier than 6 months from the decision of upgrading are not permissible except when demanded otherwise:

6.2.4.2.1. By a court decision, or:

6.2.4.2.2. To satisfy a justified employee claim in consideration of time limits established in CTA II, Article 49, paragraph 3. In this case, the effective date must not be earlier than 6 months from the date the employee asserted his or her classification claim orally, or in writing, to either the supervisor or the CPF.

6.2.4.3. USAFE CPD Ger 4 or 15 will govern processing of retroactive pay adjustments on change to higher grade of employees paid under a special salary schedule.

6.3. Temporary Change of Duties (Replacement).

6.3.1. Provisions discussed in this paragraph refer to and implement CTA II, Article 53, paragraph 1. They only apply when an employee is directed to temporarily and predominantly perform the higher level duties of a position occupied by another civilian employee or military incumbent who is absent.

6.3.1.1. Authority should be applied judiciously and only in such instances when performance of respective duties cannot be ensured through utilization of military personnel, employees in equal or higher grade positions, or several lower grade employees for less than the greater part of their work time.

6.3.1.2. Employees not qualifying for the grade level of the position in which the temporary replacement is to take place may be used for such replacement only if they qualify at least for the next lower grade. In that case, payment of the temporary supplement (paragraph 6.3.2.) or temporary upgrade (paragraph 6.3.6. below) will be keyed to the lower grade.

6.3.1.3. Use of these provisions for temporary filling of vacancies pending hiring or arrival on duty of a permanent incumbent is not authorized (refer to paragraph 6.4.).

6.3.2. Employees, who are temporarily assigned higher level duties which require the greater part, that is, more than 50 percent of their work time, will be entitled to receive a temporary supplement once they have performed such duties for a minimum of 30 consecutive calendar days.

6.3.2.1. Interruptions of less than 2 weeks between several assignments to higher level duties will not break the continuity of service for a temporary supplement. Periods during which employees are returned to their permanent job are not creditable toward the 30-day or 6-month time requirements (paragraph 6.3.6.).

6.3.2.2. The supplement will be paid from the first workday following expiration of the 30-day period until the end of the temporary assignment, but not to exceed a total period of five months. It will amount to the difference between the tariff pay due employees in their wage or salary group and the tariff pay that would be applicable if changed to the higher level position. If the latter is a salaried position, computation of the supplement will be based on Article 55, paragraph 4 or 6, as

appropriate. When the temporary assignment is to a higher level position encumbered by military or Department of the Air Force civilian personnel, the supplement will amount to 10 percent of the employee's basic compensation by tariff.

6.3.3. Employees paid under a special salary schedule (USAFE CPD Ger. 4 or 15) will not be eligible to receive the temporary supplement discussed in **6.3.2.**, if their special salary is equal to or higher than the applicable tariff rate in the higher grade, or, when replacing US citizen military or civilian personnel, equal to or higher than the applicable tariff rate in the current grade increased by 10 percent. If the special salary is lower than the rates referred to in the preceding sentence, the employee will be paid a temporary supplement amounting to the difference between the special salary rate and the total tariff rate resulting from application of **6.3.2.2.**

6.3.4. A temporary change of duties under provisions of this paragraph will only be made, if the employee concerned agrees in the temporary nature of the action. Employees will not be assigned to replace another individual for more than 30 calendar days unless they sign a statement as specified below, to be included on reverse of USAFE Form 52 requesting payment of the temporary supplement:

"I agree to temporary assignment of the duties performed by _____ during his or her absence starting _____. I herewith accept the following conditions: Subject to verification by the CPF that these duties are of a higher level than those of my permanent position, and that I am eligible for higher compensation, I shall be paid a replacement supplement according to CTA II, Article 53, paragraph la or lb, after 30 days of consecutive performance. If replacement exceeds six months, temporary upgrade (tariff change) to salary/wage group _____ will be effected. On return of duty, I shall resume my regular position at salary/wage group _____ without prior notice for change in employment conditions. In the event the position occupied by _____ is vacated by termination or other action, my temporary assignment will expire on the effective date of that action."

6.3.5. The following procedures will apply to request, approve, or discontinue supplements:

6.3.5.1. As soon as it is known that temporary assignment of higher level duties to an employee will continue beyond 30 days, the supervisor will provide the CPF with a fully justified request for payment of the supplement. The request (USAFE Form 52) will specify the date higher level duties were assigned, the proposed effective date for payment of the supplement, and, if known, the estimated duration of the temporary assignment. The statement required by paragraph **6.3.4.** will be included.

6.3.5.2. If the temporary assignment is for replacement of a US citizen military or civilian incumbent, or a non-US citizen employee remunerated under a different tariff schedule, the respective job will be evaluated by the CPF under governing CTA II classification criteria to determine whether or not it is of a higher level. Only in that case will the appropriate supplement be approved.

6.3.5.3. Use AF Form 825 to effect the action. The same applies to discontinuation of the supplement, based on an appropriate request from the employing activity on USAFE Form 52. For nature of action terminology and remarks refer to USAFE CPD Ger 26.

6.3.6. When employees have performed the higher level duties for a total period of six months and the assignment continues, they are entitled to be upgraded or graded into the wage or salary tariff applicable to these duties effective the first workday following completion of this period. However, such upgrading action tariff change solely affects compensation and credit for service at a higher grade. It

does not change, in principle, the temporary nature of the personnel action, that is temporarily replacing another incumbent at a higher grade. Therefore, all actions under Article 53, paragraph 1d, will be processed as temporary measures with a specific expiration event, that is return to duty of the permanent incumbent and (or) until the position is vacated.

6.3.6.1. Effective the day that follows the end of the established time period, or the day the position is vacated, the employee will be relieved of higher level work and will revert to the position and grade previously held. An employee who had been temporarily upgraded or changed in classification will be returned to the same step in grade previously held, if applicable, whereby time spent at the higher level will be credited for further step advancement. Action will be documented by AF Form 825 based on a USAFE Form 52 to be submitted by the supervisor.

6.3.6.2. In case of failure to observe the established expiration date of the agreed time period, the employee's return to the old grade will require notice of change in employment conditions and cannot be effected before the end of the applicable notice period.

6.3.7. For purposes of CTA II, Article 55, appendix Z, paragraph 2, and paragraph II.2(2), the entire period of temporary performance of higher level duties, including the first 30 days, will be considered as employment at the respective grade level.

6.3.8. When a position, the duties of which were temporarily performed by another employee under procedures in this paragraph, becomes vacant for occupancy by a non-US citizen employee, the new, permanent incumbent will be selected by merit promotion procedures.

6.4. Temporary Change of Duties (Detail).

6.4.1. The CTA II contains no specific provisions that would regulate temporary assignment to higher level duties on a detail basis (Aushilfe), that is, to a vacant position to be filled temporarily pending hiring or arrival of the permanent incumbent, or to meet a temporary operational need. Article 52 requires upgrading only when an employee performs, other than temporarily, duties of a higher level. Article 51 presupposes an appointment at the time of which an employee is graded. To establish uniform procedures and pay equality, the following provisions will apply until pertinent rules covering this type of temporary change action are included in the CTA II.

6.4.2. Same principles as established in paragraph 6.3.1.1. apply with respect to use of this authority, that is, assignment of higher level duties under this paragraph will be made only if it is operationally not feasible to assign the work, or that part of the work which is grade determining, to available US citizen military or civilian personnel, or to one or several employees in the same or higher grade positions.

6.4.3. Once it is determined that temporary assignment of higher level duties is necessary and justified, the employing activity will initiate appropriate personnel and, if necessary, position action on USAFE Form 52. Action request will be for temporary upgrade or change in tariff, as appropriate. Supplements authorized under paragraph 6.3.2.2. will not be used to compensate the employee for the temporary assignment.

6.4.4. Actions specified in 6.4.3. will be effective on the first of the month following date of assignment of higher level duties, provided it can be expected that such assignment will be required for more than 30 calendar days after the effective date of upgrading or change in tariff.

6.4.5. Prior to making a temporary assignment on detail basis, supervisor or operating officials will obtain the employee's signature on the following statement, to be included on the reverse of USAFE Form 52 requesting temporary upgrade or change in tariff:

"I agree to temporary change/detail to position _____, grade _____ effective _____ until (date of expiration of temporary work) or (the position is filled by the permanent incumbent) or (until arrival on duty on an incumbent selected under the merit promotion program). I herewith accept the following conditions: Subject to verification by the CPF that duties to be performed are of a higher level than those of my permanent position and that I am eligible for higher compensation, I shall receive compensation during the detail period based on salary/wage group _____. When the permanent incumbent reports to duty (or: On expiration of temporary work on _____). I shall resume my regular position at salary/wage group _____ without prior notice for change in employment conditions. (For non-US citizen positions add, if appropriate. Unless I will be selected for that position under merit promotion procedures)."

6.4.6. Effective the day that the permanent incumbent reports to duty, or on expiration of temporary work or established time period, the employee will be relieved of higher level work, and revert to position and grade previously held. Employees changed back to a lower grade position in the same salary tariff, or another schedule with pay steps, will be placed into the step previously held. Time spent at the higher grade level will be credited for further step advancement.

6.4.7. Temporary change actions under this paragraph will be documented by AF Form 825. Refer to USAFE CPD Ger 26 for proper NOA terminology and remarks.

6.5. Assignment to Higher Level Position on Probation.

6.5.1. Under CTA II, Article 53, paragraph 2, employees selected for a position of higher level may be required to serve a probationary period in the new position before being upgraded or changed to the applicable tariff.

6.5.2. Probational assignment should be limited to the following situations:

6.5.2.1. When an employee is promoted from a non-supervisory to a supervisory position, including leader positions.

6.5.2.2. When an employee selected for promotion is not fully qualified, but is the best candidate available.

6.5.3. Application of probationary period will depend on the possibility to hold the previous position of the affected employee open for return to it should the employee fail on probation. On moves between major activities or installations, application will require the mutual consent of the gaining and losing activities.

6.5.4. The probationary period may not exceed one month for wage earner jobs and three months for jobs paid under a salary schedule. The type of the higher level position will determine the maximum probation time. During the probationary period, provisions of CTA II, Article 43, will not apply.

6.5.5. Timely evaluation of the employee's performance will be made during the probationary period by applying the principles outlined in USAFE CPD Ger 29.

6.5.6. On expiration of the probationary period, the employee will receive the proper pay for the higher level position effective from the first following workday; otherwise, the employee will be returned to the previous position.

6.5.7. Administrative Procedures:

6.5.7.1. After selection of an employee, the gaining supervisor will advise the CPF of the desire to apply a probationary period and the desired duration.

6.5.7.2. AF Form 825 consummating the action will be prepared with an effective date corresponding to the date of employee's assignment to the position. Item 13A will reflect the length of the agreed probationary period.

6.5.7.3. Supervisors who do not wish to retain an employee beyond the agreed probationary period, will submit an appropriate USAFE Form 52 to the CPF and notify the employee accordingly at least three workdays before the end of the probationary period. Action to return the employee to the previous position will be consummated by AF Form 825.

6.5.7.4. For nature of action terminology and remarks refer to USAFE CPD Ger 26.

6.5.8. A probationary period served by salaried employees under the provisions of this paragraph will be fully creditable for future step advancement, both in case of change to the new or return to the previous position.

Chapter 7

ESTABLISHMENT OF WORK HOUR SCHEDULES

7.1. Weekly Work Hours.

7.1.1. As a rule, the specific number of regular hours available in a workweek is established in the Collective Tariff Agreement (CTA II). Where the CTA II provides for a range instead of a firm number of hours, the installation commander may establish tours of duty that are necessary to meet operational and mission requirements in consideration of criteria and instructions in this instruction, [Chapter 1](#), paragraph [1.6](#).

7.1.2. Management decisions regarding the number of regular work hours are not subject to works council participation.

7.2. Daily Work Hours.

7.2.1. Regardless of whether the standard or an extended regular workweek applies at an installation or in individual activities, the distribution of work hours over individual days of the week and determinations regarding beginning and ending of daily work shifts and break periods require works council codetermination under Article 75(3)1. Personnel Representation Law as modified by the Protocol of Signature NATO SOFA Supplementary Agreement, Article 56, paragraph 9 ([7.2.2.](#) below). Establishment of daily tours of duty exceeding 10 hours, unless authorized by the CTA II, is subject to prior approval by HQ USAFE/DPC (Article 3 and 25, ArbZG).

7.2.2. When in individual cases compelling reasons exist that render works council codetermination incompatible with the fulfillment of defense responsibilities, decisions will only be subject to the cooperation rather than codetermination procedures of the law. As situations of this nature should be rare installation commanders will obtain HQ USAFE/DPC coordination before notifying their works council of reasons for denying codetermination in a specific issue. If reasons are disputed by the works council, the installation commander will submit a fully justified request for decision to HQ USAFE/DPC. Pending receipt of the decision, local negotiations will be held in abeyance.

7.2.3. When making proposals or reacting to proposals on issues discussed under paragraph [7.1.1.](#), installation commanders will give consideration to the following basic criteria and guidance.

7.2.3.1. Regular work hours will be established to ensure the most efficient accomplishment of the concerned activity's mission. This objective requires optimum use of available manhours, and maintenance of full productivity and service capability during the activity's regular operating hours. Work hours must not be scheduled so as to produce inadequate supervision or production control.

7.2.3.2. A 5-day workweek will apply except when a 6-day workweek is necessary to meet operational needs.

7.2.3.3. As most activities at Air Force installations have a combined and interrelated military, US civilian and CTA II workforce, it is normally desirable that, to the extent permitted by available work hours, the beginning and (or) end of work hours each day be the same for all, and that the standard workweek be scheduled for five consecutive workdays, Monday through Friday.

7.2.3.4. Geographic location of employing activities and the extent of employee reliance on public or privately owned vehicle (POV) transportation must be considered. The beginning and end of daily work hours should correlate with schedules of public conveyance used by most employees to ensure timely arrival at the work site and to avoid unnecessarily long waiting times after close of business or on the road. When most employees travel by POV, the factor of congested traffic at rush hours should also be taken into account. Staggering work hour schedules for various activities at an installation might be a solution to that problem.

7.3. Breaks.

7.3.1. Scheduled break periods of 15 minutes or longer will not be considered paid work hours. During such breaks, employees will be relieved from any work or standby requirements.

7.3.1.1. Minimum requirements contained in the German Work Time Act (ArbZG) call for scheduling of one break of 30 minutes or 2 breaks of 15 minutes each at any day at which more than 6 hours are worked (Article 4, ArbZG).

7.3.1.2. These breaks are for employees to relax and take their meals. Hence, these break periods should be of sufficient length to afford time actually needed for eating and the way to and from eating facilities. Consequently, one lunch break of between 30 and 60 minutes duration should be given preference to two short breaks. The minimum break time prescribed by law increases to 45 minutes when daily work hours exceed nine hours on any day.

7.3.2. When US citizen personnel and local labor have uniform or almost uniform work hours, lunch breaks should also be uniform.

7.3.3. Short breaks of less than 15 minutes duration are considered part of paid work hours and cannot be charged to the legally prescribed minimum break time explained under paragraph **7.3.1.**

7.3.3.1. Such short breaks cause substantial loss of available productive man-hours, and should not be scheduled on a regularly recurring basis. They may be provided on an as needed basis when:

7.3.3.1.1. Employees are engaged in hazardous work or work that requires continued or considerable physical exertion.

7.3.3.1.2. Breaks would serve to remove a fatigue potential that could result in accidents.

7.3.3.1.3. An employee works in a confined space in which normal personal activities are restricted.

7.3.3.2. Provisions in paragraph **7.3.3.1.** will not be used as a basis for discontinuing short breaks in activities where they had been provided traditionally over an extended period of time (for instance, for blue collar workers in shops), provided there is no basic change in work assignments and (or) working conditions.

7.3.4. Management will provide, to the maximum extent possible, separate rooms or other facilities where employees can stay during breaks and (or) consume their meals.

Chapter 8

ON-CALL DUTY

8.1. Use of On-Call Duty.

8.1.1. Arrangements for coverage of essential functions by on-call duty may be made to meet urgent operational requirements or to provide emergency service.

8.1.2. On-call duty will be used to the extent possible to minimize the need for establishing additional work shifts or scheduling employees for extended regular tours of duty or overtime, if this will result in cost savings.

8.1.3. Responsible management officials will ensure that the number of employees considered for on-call duty arrangements under the terms of this chapter, as well as the actual scheduling of on-call duty, is kept to a minimum. Only those employees will be scheduled who would actually perform the emergency work that may become necessary.

8.1.4. On-call duty of physicians and other medical personnel is covered by CTA II, Appendix K. The provisions of this chapter do not apply to such personnel.

8.2. Periods of On-Call Duty.

8.2.1. On-call duty is scheduled as a tour of special duty outside the established regular work hours of the respective activity. During a period of on-call duty an employee will keep himself (or) herself available at any place of his or her choice, within easy reach of the employing unit, to assume work without delay, if called. On-call duty does not constitute stand-by duty in the meaning of CTA II, Article 9, paragraph 2b.

8.2.2. Generally, a period of on-call duty should extend over 12 hours. When necessary, a longer period may be scheduled on regular workdays (Monday through Friday), but not to exceed 15 hours. The employing unit will establish the length of on-call periods in advance. Changes in hours will be effected as of the beginning of a calendar month, after announcement with the new duty roster 14 days in advance.

8.2.3. As a rule employees may not be required to perform more than 5 on-call duty tours on regular workdays and 4 on non-workdays (weekends and holidays) during any calendar month. A higher number of hours may only be scheduled if mutually agreed between employee and supervisor.

8.3. Compensation.

8.3.1. The following flat rates will be paid for each 12-hour on-call duty period:

	On-Call Duty on	On-Call Duty On
Pay Group	Monday through Friday	Saturdays, Sundays, and German Holidays
C-7 and above	DM 24.00	DM 33.00
All other salary groups, all wage groups	DM 20.00	DM 28.00

8.3.2. For each on-call duty period on regular workdays that exceeds 12 hours, a flat rate of DM 5.- will be paid in addition to the applicable rate to column 2 under paragraph 8.3.1. above. When several consecutive on-call tours are performed on weekends or holidays, the rates in column 3 under paragraph 8.3.1. above will be paid for each 12-hour period.

8.3.3. If on-call duty is performed overnight, the day on which the tour begins will determine the rate of pay.

8.3.4. Employees who, in agreement with their supervisor, keep their own motorized vehicle available to reach the place of work, if called, will be paid an additional flat rate of DM 3.50 for each on-call duty tour on regular workdays and DM 6.50 for each on-call duty tour on Saturdays, Sundays or German legal holidays. Generally, no extra compensation will be paid for the actual use of the vehicle. For trips to other than employee's regular place of work, kilometer allowance may be claimed according to USAFEI 36-701, Attachment 2, Annex B, paragraph A2.2., to the extent that travel is over longer distances than from and to employee's regular place of work.

8.3.5. When called to perform work during a tour of on call duty, employees will receive full pay plus any applicable time supplements (CTA II, Article 20) for the hours worked and time of travel to and from the work site. For work during night hours, a minimum of 2 hours, and for work on Sundays or German holidays, a minimum of 3 hours will be paid as required in CTA II, Article 11; paragraph 2; Article 12; paragraph 3; and Article 13, paragraph 3. Such payment is in addition to the flat rate due for on-call duty.

8.3.6. Employees paid under a special salary schedule will receive the applicable flat rates for on-call duty, but no additional overtime pay or time supplements for the hours worked (USAFE CPD Ger 4 and 15., paragraph 2).

8.4. Administrative Procedure.

8.4.1. Assignment of on-call duty requires that agreement on such performance is established as part of the employee's employment contract either on appointment or at a later date when the need arises. The supervisor will discuss with the employee the need for and conditions of on-call duty or state this requirement on a USAFE Form 52 requesting appointment. An employee's appointment or continuation of employment may be made contingent on his agreement to perform on-call duty, if operational needs so require.

8.4.2. On-call duty agreements will be executed in writing in the format provided in this chapter, paragraph 8.6. They will be prepared in 3 copies and signed by the employee and the operating official. The original will be furnished the employee, 1 copy retained by the employing activity, and 1 copy forwarded to the CPF for filing in the employee's OPF. When executed on appointment, the agreement will be prepared in the CPF and signed by the CPF or an authorized CPF official.

8.4.3. On-call duty will be reported on monthly time and attendance reports, according to USAFEI 36-709, Table A2-1.

8.5. Termination. An on-call duty agreement may not be terminated separately from the employment contract; termination will be subject to ordinary advance notice. Both requirements may be waived; however, when on-call duty is no longer required, and cancellation of the on-call duty agreement as of a given date is mutually agreed on.

8.6. Supplement to the Employment Contract concerning On-Call Duty.

Between _____ (Employing Unit)

represented by _____

and Mr./Mrs/.Miss _____ (Employee)

residing at _____

_____ Tel. No. _____

the following agreement is concluded:

The employee agrees to perform on-call duty outside his or her regular hours of work when need arises. During on-call duty, the employee will keep himself or herself available at any place of his or her choice, within easy reach of the employing unit, to assume work without delay, if called. The employee will inform the employing unit of his or her whereabouts before each tour of on-call duty. On-call duty will be scheduled by duty roster to be established by the employing unit under consideration of employee's wishes. The roster will cover at least 1 month, and be announced 14 days in advance. Number and duration of on-call duty tours are governed by USAFEI 36-723, **Chapter 8**. The employee agrees to keep his or her motorized vehicle available during on-call duty to reach the place of work (strike out if not applicable.) For each tour of on-call duty the following flat rates will be paid:

On regular workdays DM _____ (Plus DM 5.- when on-call tour exceeds 12 hours)

On Saturdays, DM _____

Sundays and German

Holidays

For keeping a motorized DM _____ 3,50 on workdays

vehicle (POV) available DM _____ 6.50 on Saturdays, Sundays and German holidays

(Strike out, if not applicable)

This agreement is part of the employment contract and cannot be terminated separately unless mutually agreed upon.

Date _____

(Signature of Employee)

(Signature of Supervisor/CPF)

Chapter 9

TIME OFF FOR SPECIAL PURPOSES

9.1. General. CTA II, Article 28, contains provisions for granting of paid time off (administrative leave) to employees on specific occasions over and above other leave entitlements (for example, annual leave, paid absence at legal holidays or during periods of sickness (**Chapter 1**, paragraph **1.19.**, this instruction)). This chapter implements CTA II, article 28, paragraphs 2, 3, and 5. It also regulates time off with or without pay for special purposes or periods not covered by CTA II. Provisions are based on practices prevailing in German Government service or the private sector. **Chapter 1**, paragraphs **1.9.** and **1.10.**, reflect provisions of German Law.

9.2. Explanation of Terms.

9.2.1. Administrative Leave. Time off with pay (as defined in CTA II, Article 28, paragraph 1) not chargeable to other type of leave, and not subject to make-up time.

9.2.2. Leave Without Pay (LWOP). Approved absence from work for which the employee is not paid.

9.2.3. Make-up Time. Time worked besides regular work hours to make up for paid time off on another workday. Make-up time may be scheduled before or after the day(s) of time off; it must be worked, however, within a period of 3 consecutive months (paragraph 4, Article 10, CTA II). Regular hours and make-up time worked on any one day must not total more than 10 hours.

9.3. Principles.

9.3.1. Any time off provided for in this chapter outside legal requirements will be authorized only if consistent with operational requirements. While due consideration should be given the employees' wishes and the desirability of complying with local practice, mission accomplishment and service needs must not be neglected.

9.3.2. Time off will be approved on the basis of equal treatment of all employees of an installation or all employees of USAF activities at a given location. The CPF will act as coordinator between commanders of various US Forces activities at a geographical location when approval of time off is a local matter of joint concern.

9.3.3. General approval of administrative leave at a given installation or employing activity will not result in payment of premium rates to employees who cannot be excused from work for operational reasons.

9.3.4. Administrative leave applies to specific occasions and; therefore, is not charged to annual leave. When administrative leave is given to the entire workforce of an activity or installation on a workday, employees on leave on the respective day will not be entitled to such administrative leave. Employees who request annual leave in addition to administrative leave for a total absence of not more than a full workday will not have the hours of administrative leave charged against annual leave.

9.4. Traditional Local Holidays.

9.4.1. In addition to legal German holidays that are covered in CTA II, Article 27, paragraph 1, certain non-statutory local holidays are observed throughout the country. These days are fully or partially observed as non-workdays to celebrate traditional festivals or nonrecurring special events.

9.4.2. Responsible installation commanders are authorized to approve observance of a local holiday, if substantially all private business firms close, and employees in the private sector and government service are generally released from work for a full or half day or for certain hours.

9.4.2.1. On 24 December employees will be administratively excused from work in the afternoon under provisions of CTA II, Article 28, paragraph 5.

9.4.2.2. On other traditional holidays such as New Year's Eve, Shrove Monday (Rosenmontag), or Shrove Tuesday (Fastnachtdienstag), employees may be excused from work after 1200 hours. Time off on these days will be subject to make-up time, unless employees request annual leave or leave without pay, or the exceptions in paragraph 9.4.5. apply.

9.4.3. Responsibility for recommending to the installation commander observance of a local holiday will rest with the CPF. Determination will be made as far in advance as possible after it is clearly established that the conditions in 9.4.2. apply, and coordination with commanders of other US Forces activities in the local area is accomplished according to this chapter, paragraph 9.3.2.

9.4.4. CPF will announce to the workforce the hours and conditions of time off on a local holiday.

9.4.4.1. The announcement will be made as soon as specific arrangements for particular activities or the whole installation have been decided on (that is, make-up time schedule, covering of essential functions).

9.4.5. If technical or security reasons make it impossible to work any or all make-up time within the prescribed time limits or work hour restrictions, responsible installation commanders may waive this requirement. Serious efforts will be made to resolve technical or supervisory problems before makeup time is waived. Charging of annual leave or leave without pay (LWOP) instead of make-up time is not authorized unless employees agree in advance to such an arrangement .

9.4.6. Announcements prescribed under 9.4.4. will be discussed with agency works councils before release to the workforce. The redistribution of regular work hours for the purpose of time off and make-up time is subject to works council participation. A works council's disagreement with make-up time is no justification for administrative leave. Management alternative would be to work regular hours on the local holiday, or to establish by shop agreement charge to LWOP or annual leave.

9.5. Outings.

9.5.1. Responsible installation commanders or agency chiefs may authorize outings proposed for a serviced activity for a period not to exceed one workday in a calendar year.

9.5.2. The time of participation in an outing that coincides with regular work hours will be considered as administrative leave. Employees who do not join the outing are required to work unless they are on annual leave or other authorized absence.

9.6. Attending Civic or Professional Functions. Provisions in this paragraph govern attendance at functions of a type or for periods that are not covered by CTA II, Article 28, paragraph 1.

9.6.1. Employees may be authorized administrative leave or leave without pay for the purpose of attending:

9.6.1.1. Civic or other functions of public interest.

9.6.1.2. Scientific or other professional or vocational activities.

9.6.2. Prerequisites for granting administrative leave are as follows:

9.6.2.1. The employee's attendance is requested by the authority or organization sponsoring the function. Written requests of the sponsoring authority or organization must be submitted to the installation commander either directly or through the employee and must explain the purpose of the function and why the designated employee's presence is desired.

9.6.2.2. Attendance, even though primarily for the employee's benefit, is also in the interest of management. This will, for example, apply when management may expect to benefit from knowledge, experience, or ideas that the employee should acquire from the performance. For functions of public interest or humanitarian causes, the requirement will be considered fulfilled when the employee's attendance would enhance US Air Force relationship with the local community or host country or international organizations.

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

9.6.3. Administrative leave for attendance at meetings, conferences, seminars, and similar activities of non-US Air Force sponsored technical, scientific, professional, and comparable private membership societies, associations, and organizations may also be authorized when attendance is not at the sponsor's but at the employees request, and the approving commander determines the event to be of equal benefit to the employee and management. Provisions in special employment agreements regarding professional development will be duly considered, if appropriate.

9.6.4. Operating officials will approve leave for the purpose specified in **9.6.1.** to the extent consistent with operational requirements, and in due consideration of workload impact on other employees.

9.6.4.1. Administrative leave under the conditions of paragraphs **9.6.2.** or **9.6.3.** will not exceed 6 workdays in a calendar year. Approval of the responsible installation commander is required for administrative leave of more than one day at any one occasion.

9.6.4.2. Approved absence for functions that do not permit administrative leave or exceed the 6-day limit in **9.6.4.1.** will be LWOP unless the employee requests annual leave, or an exception under **9.6.4.3.** is approved.

9.6.4.3. Approval of administrative leave beyond the limit in **9.6.4.1.** may be considered in exceptional cases, if the period of a one-time function exceeds 6 workdays, and attendance serves essential interests of the command or is for the mutual benefit of the US Air Forces in Europe and the Federal Republic of Germany (FRG). Before approving such longer periods of administrative leave, the concurrence of HQ USAFE/DPC will be obtained by means of a fully substantiated written request.

9.6.5. Request for time-off without pay that are received by the agency are to be discussed with the CPF prior to delivery or approval. The procedures are explained in paragraph **9.8.**

9.7. Attending Trade Union Functions.

9.7.1. Employees will be excused from work to attend trade union functions that clearly meet the conditions of CTA II, Article 28, paragraph 2 or 3, unless inconsistent with operational requirements. Such time off will be administrative leave except for the period that activities mentioned in paragraph 2, Article 28, exceed six workdays in a calendar year.

9.7.2. To meet the tariff conditions, the following prerequisites must be fulfilled:

9.7.2.1. CTA II, Article 28, Paragraph 2.

9.7.2.1.1. The request for employee attendance at a trade union meeting must originate in an agency of a contracting trade union above the local level. The request must be addressed in writing to the employee concerned, who will submit it to his or her supervisor for approval of time off. Contracting unions are those listed on the title page of CTA II (USAFEI 36-720, page 1).

9.7.2.1.2. The request must indicate that the employee's attendance is required at a trade union meeting (Tagung), and state the level at which the meeting is taking place (for example, International, Federal, State). The purpose or agenda of the meeting must also be explained in the request. Union gatherings or sessions held for the purpose of orienting or training selected union members are not meetings that qualify for time off under this tariff provision.

9.7.2.1.3. The request must identify the employee's function at the meeting, that is, the employee must be designated either as a member of a trade union managing committee or as a delegate (delegate refers to a trade union member that a constituent body of a trade union specifically elects as representative or speaker).

9.7.2.2. CTA II, Article 28, Paragraph 3. An agency of a contracting union above local level must forward a written invitation to the employee whose attendance at tariff negotiations concerning employees of the US Forces is requested. The employee will submit the request to his or her supervisor for approval of time off. The request must specify the subject and period of tariff negotiations.

9.7.3. Time off requested by a trade union for employee attendance at union activities other than specified in paragraphs 9.7.1. and 9.7.2. will be approved, if operational requirements and workload impact on other employees permit. Such absence will be LWOP unless the employee requests annual leave.

9.7.4. The policy in paragraph 9.7.3. does not apply to works council members, who attend union meetings related to works council functions or training and educational activities in the meaning of Article 46(6) or (7), modified Personnel Representation Law.

9.7.5. Requests for employee attendance at trade union functions other than tariff negotiations (9.7.2.2.) will be coordinated with the CPF prior to approval. Paragraph 8 specifies coordination procedures.

9.8. CPF Coordination. When receiving information of the type covered in this chapter, paragraphs 9.6.5. and 9.7.5., the CPF will review the propriety of the request and the nature and scope of the functions to be attended. The CPF will then advise the installation commander or operating official of the appropriate type of leave. The CPF will also ensure that employees of different activities, who participate in the same or comparable functions, are given like treatment to the extent compatible with operational requirements (see paragraph 9.3.2.). In situations that provisions of this chapter do not clearly cover, the CPF will contact HQ USAFE/DPC for guidance.

9.9. Civil Defense Activities.

9.9.1. The German Civil Defense Act (Gesetz über den Zivilschutz) provides for enlistment of voluntary helpers in the Civil Defense Service. Before an employee's commitment to such service, the

employer must be heard. Because of the importance of civil defense and its impact on community relations, commanders should agree with an employee's enlistment unless essential operational requirements prohibit excuse from work for civil defense activities or training.

9.9.2. Employees, whose enlistment in the Civil Defense Service is confirmed, will be authorized administrative leave for participation in officially ordered activities or training. The employee is required to present the summons to such activities (Heranziehungsbescheid) to the employing organization (supervisor or CPF) immediately on receipt. The CPF will forward a copy of the summons to the ODC. Training will commence not earlier than four weeks from the day that the summons is served on the employee.

9.9.3. An employee who participates in civil defense activities must not suffer any disadvantages in employment for this reason. Authorized absences for this purpose must not be construed as a basis for employee's separation or selection for reduction-in-force.

9.9.4. The FRG will refund employee's pay and the employer's share of social insurance contributions for periods of administrative leave served in civil defense activities that exceed 2 hours a day or 7 hours in a two-week period. The ODC will request the refund based on the copy of summons forwarded according to **9.9.2.**

9.10. Nursing of Sick Children.

9.10.1. Under German law enacted on 1 January 1974 (revised in 1996) employees are entitled to sick compensation from statutory sickness insurance when they are required to be absent from work for nursing a sick child. This entitlement is limited to a total of 10 days (20 days for single parents) per calendar year for each child below the age of 12, and subject to the following conditions:

9.10.1.1. A doctor certifies that employee's absence from work is required for attending or nursing a sick child.

9.10.1.2. There is no other household member who can take care of the child.

9.10.2. For absence from duty covered in paragraph **9.10.1.** the employee will be entitled to LWOP. As the 2 days of administrative leave authorized for same purpose under CTA II, Article 28, paragraph lb(3), will be granted first, each 10-day period of leave due under the law will be reduced to 8 days. These 8 days available per year and eligible child may be added to the administrative leave due for each case of sickness under referenced tariff provisions in one or several cases, as needed. For single parents 20 days and if two or more children need parental care 25 days (respectively 50 days for single parents) apply.

9.10.3. Employees requesting leave for purposes stated must present to their supervisor a doctor's certificate and statement of conditions as outlined in paragraphs **9.10.1.1.** and **9.10.1.2.** When employees need the certificate for claiming sickness insurance compensation, it will be returned to them with an annotation regarding number of LWOP days signed by the supervisor. Time sheet entries will be according to USAFEI 36-709, tables A1-1 and A2-1.

9.11. Travel Expenses. Issuance of travel orders, reimbursement of travel expenses, or payment of travel allowances is not authorized for attending or performing functions or activities covered in this chapter. This restriction does not apply to works council members, who attend union activities as part of their office under provisions of Article 46(6), Personnel Representation Law.

Chapter 10

EXPRESSIONS OF RESPECT IN CASE OF DEATH

10.1. Policy.

10.1.1. The US Air Force will honor the memory of employees who die while employed with any of its organizations in the Federal Republic of Germany (FRG) or following retirement.

10.1.2. The manner in which respect for deceased employees is shown by management will conform, to the extent possible and appropriate, to customs and practices prevailing in the local area. Normally, this will involve:

10.1.2.1. A formal written expression of condolence, prepared for the signature of the responsible installation commander, to be sent to the employee's next of kin.

10.1.2.2. A floral tribute.

10.1.2.3. An obituary notice.

10.1.2.4. Attendance at the funeral by a management representative of the employing organization.

10.1.3. Expressions of respect described in paragraph **10.1.2.** may also be extended to former employees who die after retirement from US Air Force employment, provided information on the retired employee's death is received timely enough for appropriate arrangements.

10.2. Floral Tributes.

10.2.1. An appropriate floral tribute (for example, a wreath or a bouquet) will be purchased for delivery at the funeral unless this gesture of respect is not possible under given circumstances or would be contrary to the expressed wishes of the deceased or surviving next of kin.

10.2.2. Total expenditures for a floral tribute should not exceed DM 130 during the period May through October, and DM 150 during the period November through April of any calendar year. Floral tributes are authorized for purchase as specified in:

10.2.2.1. Regulations governing requisitioning or procurement of items payable from appropriated or non-appropriated (NAF) funds.

10.2.2.2. Regulations governing fund disbursements applicable to the employing activity in the case of appropriated fund or NAF employees.

10.3. Obituary Notices.

10.3.1. Appropriate obituary notices should be published in installation newspapers/newsletters and (or) local German newspapers on behalf of management, works council, and workforce. The wording of such notices should be commensurate with the deceased employee's personality, length of service, and contributions.

10.3.2. The customary size of obituary notices in local newspapers is 96 by 80 millimeters, approximately 4 by 3 inches. Costs are chargeable according to instructions referenced under paragraph **10.2.2.**

10.4. Responsibilities.

10.4.1. Responsible installation commanders will:

10.4.1.1. Assure compliance with policy stated in paragraph **10.1**.

10.4.1.2. Allow for appropriate expression of regard by the deceased employee's colleagues, immediate supervisors, and representatives of the works council in addition to whatever action is taken by management. This may include necessary time off for attendance at the funeral.

10.4.2. Management officials will:

10.4.2.1. Promptly notify the CPF of an employee's death.

10.4.2.2. Coordinate with appropriate staff officials including the CPF and the installation works council in the preparation of letters of condolence, and in effecting plans for attendance at funeral ceremonies .

10.4.3. CPF will:

10.4.3.1. Advise and assist management on taking actions prescribed in this chapter.

10.4.3.2. As soon as feasible, contact and provide assistance to the next of kin in settling the affairs of the deceased insofar as relating to employment with the USAF.

Chapter 11

SEVERITY ALLOWANCE PAYMENTS

11.1. General.

11.1.1. This policy provides guidance on determining severity allowance (SA) payments according to Collective Tariff Agreement II (CTA II), Article 21, paragraph 4, and Appendix S.

11.1.2. Provides authority, responsibilities, and procedures for approving SA payments.

11.1.3. Establishes requirements for eliminating or alleviating the effects of severe working conditions.

11.2. Policy.

11.2.1. General.

11.2.1.1. The employing agency will provide employees a safe workplace as prescribed by the Occupational Safety and Health Act (OSHA) and pertinent German occupational ordinances. Management will plan work assignments and procedures to avoid unnecessary exposure to severe working conditions.

11.2.1.2. According to CTA II (Article 21, paragraph 4), severe working conditions are compensated by the wage or salary established in CTA II, unless otherwise specified in CTA II, Appendix S. Specific guidance concerning the application of CTA II, Appendix S, section II, paragraphs 1.1. through 1.6., is in this instruction, [Chapter 1](#).

11.2.2. Specifics. Payment of SA is justified and authorized when employees must work in an environment where their activities are exposed to severe working conditions as specified in CTA II (Appendix S).

11.2.2.1. The employing agency will make every effort to eliminate dangerous, health-hazardous, and other severe working conditions that could adversely affect the health or lives of employees and US Government liability. When necessary, management will obtain support from USAF safety and, as appropriate, industrial hygiene authorities to determine the presence and intensity of severe working conditions. Methods for eliminating these conditions or means for protecting affected employees also will be determined.

11.2.2.1.1. When the employing agency eliminates severe working conditions, SA payment will be discontinued as of the date of elimination of such conditions.

11.2.2.1.2. If severe working conditions cannot be eliminated, but requirements for protection are set by OSHA or applicable host nation (HN) standards, the employing agency will provide protective clothing and equipment (PCE) without cost to personnel. Safety and industrial hygiene authorities will be consulted to determine the appropriate measures required to protect personnel. Personnel will use PCE, once issued.

11.2.2.1.3. Wearing PCE is not a basis for SA payment. Using PCE does not, however, eliminate employee's entitlement to SA payment if their activities still are exposed to the severe working conditions specified in CTA II, Appendix S. Severe working conditions often not

only affect parts of the body protected by PCE, their harmful effects may extend to the whole body as well.

11.2.2.1.4. The employing agency will not report hours of exposure resulting from newly emerging work situations that may warrant SA payment under time and attendance reporting system (USAFEI 36-709) before one of the following occurs:

11.2.2.1.4.1. An onsite review by the CPF.

11.2.2.1.4.2. The appropriate safety or industrial hygiene authorities have confirmed employees' entitlement to SA payment, if necessary.

11.2.2.1.4.3. Supervisor, resource advisor or management official, and classifier agree that payment of severity allowance is appropriate.

11.2.2.1.5. If employees request SA payment before a final determination is made (paragraph **11.2.2.1.4.**) management will record hours of exposure and, if the onsite review shows there are severe working conditions, report these hours under USAFE Instruction 36-709. Retroactive SA payments will be made according to CTA II, Article 49.

11.2.2.2. According to CTA II (Appendix S, section I, paragraph 1), SA payments will be made based on the actual hours of exposure to severe working conditions.

11.2.2.3. When justification for SA payment recurs with only a slight variation in the number of exposure hours over a 12-month period, flat-rate payments may be made.

11.2.2.3.1. The employing agency and the CPF jointly will determine whether or not SA payment for actual hours of exposure or a flat-rate SA payment is appropriate.

11.2.2.3.2. Establishing flat rates requires the concurrence of the employees affected.

11.2.2.3.3. Paragraph **11.3.2.**, gives procedures for establishing and documenting flat rates.

11.2.2.3.4. Determining the propriety of SA payment may be difficult (for example, the combination of several severe working conditions that, considered individually, would not qualify for SA payment but considered together, might qualify). These cases and other situations that may warrant an exception to the guidance in **Chapter 1** will be referred to HQ USAFE/DPC for decision. Central review and decision of such cases provide for consistent application of SA and equal treatment of employees throughout Germany (GE).

11.2.3. Approving Authority.

11.2.3.1. HQ USAFE/DPC written approval is required before authorizing SA payments for salary schedules C, D, K, P and ZB for any reason other than noise and cold.

11.2.3.2. All other cases will be approved locally.

11.2.4. Central Review and Control. To ensure consistent application of SA guidance throughout Germany, HQ USAFE/DPC will conduct a central review of selected occupations involving SAs. The HQ USAFE/DPC will carry out the review by requesting pertinent data from the operating level and, where appropriate, by conducting assistance visits to CPFs. SA payments are subject to review during personnel management surveys of CPFs.

11.2.5. Labor Court Cases.

11.2.5.1. CPFs will keep HQ USAFE/DPC informed of the status of pending labor court cases involving SAs, and will provide copies of labor court material or decisions in accordance with USAFER 40-33 (new: USAFEI 36-722).

11.2.5.2. Compromises, out-of-court settlements, and appeals of labor court decisions to the next higher level require HQ USAFE/DPC approval. In urgent cases, CPFs may request approval by telephone or by electronic mail.

11.3. Procedures.

11.3.1. Recording and Reporting Positions Regularly Exposed to Severe Conditions, in accordance with CTA II, Appendix S.

11.3.1.1. Employing agencies will complete USAFE Form 818, Positions Exposed to Severe Conditions. Reference will be made to Appendix S, CTA II, and approval will be obtained from appropriate authorities as indicated on the form.

11.3.1.2. CPF will thoroughly review forms to verify justification for SA payment.

11.3.1.3. Copies will be maintained by the supervisor who signs the time and attendance reports, the resources advisor or management official who authorizes payments, CPF, and Environmental Health or Safety when cases involve health affecting conditions or safety hazards.

11.3.1.4. Resource advisors within the employing agencies will control the number of hours recorded on time and attendance reports to ensure that payment is justified.

11.3.1.5. CPF will provide advice and help to employing agency by interpretation of tariff criteria, automated reporting systems and obtaining further information from Office of Defense Costs on hours actually paid when required.

11.3.1.6. Local CPF use USAFE Form 818 to guarantee effective methods of recording and reporting severity allowance.

11.3.2. Flat Rates.

11.3.2.1. Flat rates are based on the average number of hours of exposure. Flat rates will be established as follows:

11.3.2.1.1. Divide the total number of exposures hours for an employee in a given 12-month period by 12 to get the average monthly number of hours.

11.3.2.1.2. Divide the monthly basic compensation by the divisor established in the applicable CTA II provisions for the pay schedule to get the hourly rate of basic compensation.

11.3.2.1.3. Compute the hourly SA amount from the hourly rate of basic compensation by applying the allowance rates established in CTA II (Appendix S).

11.3.2.1.4. Multiply the average monthly hours of exposure by the hourly SA amount (11.3.2.1.1.) times (3.2.1.3.) to get the monthly flat rate.

11.3.2.2. Flat rates will be entered on AF Form 825.

11.3.2.3. Establishing flat rates according to paragraph 2.2.3. requires a written agreement signed by the CPF and the employee concerned. Parties to a flat-rate agreement may cancel the agree-

ment at any time as of the end of pay period, without notice of termination of the employment contract (CTA II, Article 16, paragraph 5).

11.3.2.4. The CPF will adjust flat rates according to tariff increases and other increases of basic pay.

11.3.2.5. CPF will review existing flat-rate agreements semiannually and adjust or cancel agreements as appropriate. Supervisors will prepare and keep USAFE Form 818 for each employee to identify changes affecting the basis on which the flat rates were established. If an adjustment of the flat rate is indicated (for example, change in number of hours of exposure or working conditions), the employing agency will promptly inform the CPF and submit supporting documents.

11.4. Forms Prescribed. USAFE Form 199, Employee Inquiry; USAFE Form 201, Application for Employment with the U.S. Air Forces in Germany/Bewerbung bei den US Luftstreitkräften in Deutschland; USAFE Form 202, Annual Leave Record/ Urlaubskontrollkarte (Germany, only); USAFE Form 203, Personal Data Sheet/ Personaldatenblatt; USAFE Form 818, Positions Exposed to Severe Conditions; USAFE Form 857, Leave Request/Urlaubsantrag; USAFE Form 858, Request For Additional Leave Entitlements Under The Ninth Book, Code of Social Law (CSL IX)/ Antragsstellung von Zusatzurlaub nach dem Neunten Buch Sozialgesetzbuch (SGB IX).

ELAINE M. PARKER, Colonel, USAF
Director of Personnel

Attachment 1**GLOSSARY OF REFERENCES AND SUPPORTING INFORMATION*****References***

Employment Promotion Act (EPA)

Collective Tariff Agreement (CTA II)

German Work Time Act (ArbZG)

Occupational Safety and Health Act (OSHA)

AFPD 36-7, Employee and Labor-Management Relations

AFI 36-102, Basic Authority and Responsibility for Civilian Personnel

AFMAN 37-139, Records Disposition Schedule

USAFEI 36-701, Civilian Personnel--Employment at Other Than Regular Place of Work or Domicile (Non-US Citizen Employees-Germany)

USAFEI 36-702, Conduct and Discipline, Non-US Citizen Employees

USAFEI 36-706, Cooperation Between the Office of Defense Costs and the US Forces

USAFEI 36-708, Position Classification

USAFEI 36-709, Time and Attendance Reporting for Non-US Citizen Employees

USAFEI 36-716, Probationary Period Appraisal and Performance Evaluation of Non-US Citizen Employees

USAFEI 36-717, Grievances and Appeals Non-US Citizen Employees

USAFEI 36-720 (G), Collective Tariff Agreement of December 1966 (CTA II) (Arbeitsbedingungen bei den Stationierungstreitkräften)

USAFEI 36-722, Labor Litigation Non-US Citizen Employees (Germany)

USAFEI 36-725, USAFE Civilian Service Program (Germany)

USAFEI 36-727, Classification Review for Non-US Employees (Germany)

USAFEI 36-729, Uniforms for Non-US Citizens Personnel

USAFEI 36-730, Orientation of Supervisors of Non-US Citizen Employees

USAFEI 36-731, Non-US Citizen Honorary and Incentive Award

USAFE Civilian Personnel Directive (USAFE CPD)

Abbreviations and Acronyms

CPD—Civilian Personnel Directive

CPF—Civilian Personnel Flight

CPO—Civilian Personnel Office

CTA—Collective Tariff Agreement II
EOD—Entrance on duty
EPA—Employment Promotion Act
FMF—Federal Ministry of Finance
FPM—Federal Personnel Manual
FRG—Federal Republic of Germany
HN—Host nation
LWOP—Leave without pay
MOD—Ministry of Defense
ODC—Office of Defense Cost
OTS—Over-tariff pay supplements
PCE—Protective clothing and equipment
POV—Privately owned vehicle
PPS—Pay Protection Supplement
RIF—Reduction in force
SCD—Service Computation Date
SEA—Special Employment Agreements
SSF—Sending States Forces

Attachment 2**SPECIFIC GUIDANCE ON APPLICATION OF COLLECTIVE TARIFF AGREEMENT II,
APPENDIX S, SECTION II, PARAGRAPHS 1 THROUGH 6**

A2.1. This appendix includes specific guidance on provisions in Collective Tariff Agreement II (CTA II) (Appendix S, section II, paragraphs 1 through 6). The working conditions listed below qualify for severity allowance (SA) payment even when job-connected and when protective clothing and equipment (PCE) is used, provided that the employee's activities are exposed to these conditions in a special degree. The determination as to whether or not a working condition qualifies for SA payment must be made considering the merits of each case.

A2.1.1. Reference CTA II, Appendix S, Section II, Paragraph 1.

A2.1.1.1. Exposure to dirt, dust, mud, or water.

A2.1.1.1.1. SA payment is appropriate when the employee's body or clothing, or both, are heavily soiled (for example, working in ditches and pits while standing in mud and water qualifies for SA payment).

A2.1.1.1.2. SA payment will not be made to employees graded wage group 2(2) (CTA II, Art 56) who are exposed to dirt, dust, mud, or water. These employees already receive higher wages to compensate them for performance of work under disagreeable conditions.

A2.1.1.2. Exposure to Heat. SA payment is appropriate when:

A2.1.1.2.1. Physical work is done in confined spaces or closed rooms where the temperature is more than 104 °F (40 °C).

A2.1.1.2.2. The work involves using materials that cause direct exposure to extreme heat (for example, working with hot tar and bitumen on roofs where the employee must work close to the material).

A2.1.1.3. Exposure to Cold. SA payment is appropriate for work in areas (indoor or outdoor) where the temperature is 32 F (0 °C) and below.

A2.1.1.4. Exposure to smoke, fumes, gas, acid, corrosives, or poison.

A2.1.1.4.1. Exposing unprotected employees to hazardous levels of industrial chemicals is not permissible under applicable US Forces directives.

A2.1.1.4.2. Work that involves potential exposure to smoke, fumes, gas, acid corrosives, or poison, and to conditions considered health-hazardous or dangerous should be surveyed by US Air Force industrial hygiene officials. Many of these substances can cause significant employee discomfort or minor complaints (for example, coughing, tearing, skin irritation) at levels known to be generally safe. Only USAF safety or industrial hygiene officials can determine if hazardous levels of a substance are present, and if current control measures and PCE used are adequate to eliminate health hazards. If this is not the case, the officials will inform the employing agency of the appropriate control measures to be implemented and the PCE required to eliminate hazards.

A2.1.1.4.3. SA payment is appropriate when USAF safety or industrial hygiene officials confirm the presence of health-hazardous conditions. The requirement to use PCE may indicate

hazardous conditions. SA payment is always appropriate when an employee's activities involve exposure to materials recognized as dangerous or hazardous by the Chemical Works Substance Ordinance or the Hazardous Substance Ordinance, regardless of the degree of concentration of the materials to which the employee is exposed.

A2.1.1.5. Exposure to Vibration. SA payment is authorized for employees who operate compressed air- or power-operated hammers, chisels, tampers, and other vibratory machinery and equipment that cause unusual physical strain.

A2.1.1.6. Exposure to Noise.

A2.1.1.6.1. Fully adequate hearing protection must be provided to employees in noise-hazardous areas or the duration of work will be restricted to periods considered safe by industrial hygiene authorities or safety officials.

A2.1.1.6.2. SA payment is authorized when the noise level in the work area is at 85 decibels or more and the permissible duration of work at the prevailing noise levels is exceeded. Using hearing protection that reduces the employee's exposure to noise levels below 85 decibels does not eliminate the employee's entitlement to SA payment.

A2.1.1.7. Exposure to Climatic Influences. SA payment is appropriate when employees perform outdoor work and are exposed to severe climatic conditions (for example, heavy rain, snow, hail) for prolonged periods.

A2.1.1.8. Employing Agency Responsibilities. The employing agency should ensure:

A2.1.1.8.1. PCE is provided to protect employees and their clothing from being heavily soiled.

A2.1.1.8.2. Sanding, sandblasting, planing, or painting work is done with adequate ventilation and, if necessary, appropriate protection against particles.

A2.1.1.8.3. Volatile liquids (for example, organic solvents, fuels, paints, fuming acids) are not handled in closed, unventilated rooms.

A2.1.1.8.4. Respirators or masks are used whenever hazardous dusts or fumes are generated or expected during work. Respirators and masks must have a certification that they provide adequate protection from the type of dust or fume to which employees are exposed.

A2.1.1.8.5. Rubber aprons, gloves, boots, and splashproof goggles are used when working with acids or corrosives.

A2.1.1.8.6. The operation of gasoline-driven equipment in closed warehouse areas is avoided. When unavoidable, ventilation must be adequate to reduce potentially hazardous exposure to carbon monoxide.

A2.1.1.8.7. Appropriate hearing protection is provided and worn in officially designated noise-hazardous areas.

A2.1.2. Reference CTA II, Appendix S, Section II, Paragraph 2, Work Requiring Unusual Exertion of Physical Strength.

A2.1.2.1. SA payment is authorized for:

A2.1.2.1.1. Masonry, welding, flame-cutting, and chiseling work in confined areas.

A2.1.2.1.2. Doing work with a round set hammer or chisel that causes considerable exposure to dirt and vibration.

A2.1.2.1.3. Lifting of very heavy objects causing unusual exertion of physical strength.

A2.1.2.1.3.1. The employing agency should ensure that lifting of very heavy objects is done with the help of coworkers or mechanical lifting devices.

A2.1.2.1.3.2. SA payment is not authorized when mechanical lifting devices are used.

A2.1.2.2. The provisions of CTA II Appendix S, section II, paragraph 2 are not applicable to Civ Spt employees (CTA II, Appendix S, section XI, paragraph 1).

A2.1.2.3. SA payment will not be made to employees graded wage group 2 (2) (CTA II, Article 56) based on performing heavy physical work. These employees already receive higher wages to compensate them for work that makes heavy demands on physical strength.

A2.1.3. Reference CTA II, Appendix S, Section II, Paragraph 3, Welding, Flame-cutting, or Chiseling Work Performed Overhead. SA payment is appropriate for welding, flame-cutting, or chiseling performed overhead. SA payment will not be made for other work performed overhead.

A2.1.4. Reference CTA II, Appendix S, Section II, Paragraph 4, Repulsive Work.

A2.1.4.1. SA payment is appropriate for sorting or marking heavily soiled hospital linens by hand, cleaning heavily soiled basins in toilet facilities, cleaning the loading room of garbage trucks, and cleaning the inside of heavily soiled ambulances. SA payment is also appropriate for interior cleaning of grease traps; cleaning sewers and traps in kitchens, lavatories, and bathrooms; removing stoppages of urinals by hand; and similarly repulsive work. SA payment will not be made when such work is performed by chemical devices.

A2.1.4.2. SA payment will not be made to employees graded wage group 2(2) (CTA II, Article 56) based on any of the conditions in [A2.1.4](#). These employees already receive higher wages to compensate them for performing work under disagreeable conditions.

A2.1.5. Reference CTA II, Appendix S, Section II, Paragraph 5, Cleaning and Repair Work on Drains in Operating Rooms, Laboratories, and Hospitals. SA payment is appropriate for work that exposes employees to repulsive smells, deteriorating organic material, and sewage. SA payment is not authorized when such work is performed by chemical devices.

A2.1.6. Reference CTA II, Appendix S, Section II, Paragraph 6, Repair Work on Sanitary Installations or on Industrial Drainage Installations.

A2.1.6.1. SA payment is appropriate for repair work on sewage systems while sanitary facilities (for example, urinals, toilets, basins, bathtubs) are being used, and on industrial drainage installations for acids and lyes.

A2.1.6.2. If the criteria in paragraph [A2.1.6.1](#) are not met, it must be determined whether or not SA payment according to [A2.1.4](#) is appropriate.

A2.2. Working conditions not covered in paragraph [A2.1.4](#) normally do not qualify for SA payment under the provisions of CTA II, Appendix S, section II, paragraphs 1 through 6. Exceptions require HQ USAFE/DPC approval.