

**BY ORDER OF THE COMMANDER
UNITED STATES AIR FORCES IN EUROPE
(USAFE)**

**UNITED STATES AIR FORCES IN EUROPE
INSTRUCTION 36-753**

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Personnel



**EMPLOYMENT OF LOCAL NATIONAL
MANAGERIAL PERSONNEL IN
ACCOMMODATION, CATERING AND
SERVICE FACILITIES (GERMANY)**

COMPLIANCE WITH THIS PUBLICATION IS MANDATORY

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This instruction implements Air Force Policy Directive (AFPD 36-7), *Employee and Labor-Management Relations*. It applies to and provides working conditions and pay setting instructions for local national (LN) managerial personnel covered by the scope of application of Appendix H I, 1a (1), Collective Tariff Agreement of 16 December 1966 for the Employees of the Sending States Forces in the Federal Republic of Germany (CTA II), and employed in facilities of the United States Air Forces in Germany. It does not apply to Air Force Reserve Command (AFRC) or Air National Guard (ANG) units. Ensure that all records created as a result of processes prescribed in this publication are maintained in accordance with Air Force Manual (AFMAN) 37-123 (will convert to AFMAN 33-363), *Management of Records*, 31 Aug 1994 and disposed of in accordance with the Air Force Records Disposition Schedule (RDS) located in AFRIMS (AF Portal)

1. Policy.

1.1. Local national (LN) managerial positions will be established in hotels and accommodation facilities, clubs, restaurants, recreation and entertainment facilities and other similar facilities in Germany only when the position requires full responsibility for the operation of the facility or major part thereof.

1.2. This typically includes:

1.2.1. Human and financial resources management.

1.2.2. Short and long term logistical planning.

1.2.3. Facility and equipment maintenance.

1.3. A deputy manager position may be established when justified by the size of the establishment or the amount of business.

2. Employment, Classification and Pay Setting.

2.1. Managerial personnel (managers and deputy managers) will be employed under an individual employment contract as provided for in [Attachment 2](#).

2.2. Managerial personnel will be assigned to pay plan “HM” (H-Tariff Manager) and to one of three Compensation Levels based on the classification scheme at [Attachment 3](#). Bona fide vacancies will be considered when determining the compensation level.

2.3. If the highest level of work is performed by personnel not subject to the scope of application of Appendix H of the CTA II, compensation shall be based on that salary or wage group H, which an employee under the scope of application of Appendix H with the same position would hold.

2.4. Civilian Personnel & Personnel Resources (HQ USAFE/A1C) establishes and maintains the pay bands for the wage areas and compensation levels. Managerial personnel may be paid at any rate within the pay band, at the discretion of management in consideration of the performance of the position incumbent, or market analysis in case of new hires. The performance appraisal will be based on criteria such as quality of work, dependability, work attitude, ability to communicate, work management, and managing and developing subordinates. Changes in compensation require submission of a personnel action to the Foreign Forces Payroll Office.

2.5. Civilian Personnel & Personnel Resources (HQ USAFE/A1C), will publish HM paybands by separate memorandum.

2.6. Forms Adopted: Refer to the listed prescribing directive (PD) for guidance on the completion of the form. AF Form 825, *Notification of Personnel Action (Non-U.S. (Germany))*, (PD: AFMAN 36-1102).

DENNIS J. DEGARFF, Colonel, USAF
Director, Personnel

Attachment 1

GLOSSARY OF REFERENCES AND SUPPORTING INFORMATION

References

AFPD 36-7, *Employee and Labor Management Relations*, 11 January 1994

AFMAN 36-1102, *Base Level Personnel Data System Civilian (PDS-C) User Manual*, 1 September 1988

CTA II, *Collective Tariff Agreement*, 16 Dec 1966

CTA II, *Collective Tariff Agreement, Protection Agreement*, 2 July 1997

CTA II, *Collective Tariff Agreement, Agreement of Social Security*, 13 August 1971

Abbreviations and Acronyms

HM—H-Tariff Manager

LN—Local National

USAFE—United States Air Forces in Europe

Attachment 2**SPECIAL EMPLOYMENT CONTRACT****A2.1. Sample Contract for Special Employment.****Special Employment Contract**

The following employment contract is individually agreed upon between

(Employing Organization)

(hereinafter referred to as the Employer)

and

(Name of Employee)

(hereinafter referred to as the Employee)

Article I**DUTIES AND RESPONSIBILITIES**

The employee is assigned to the position of _____

(Position Title)

at

(Designation and Location of the Employing Activity)

The duties and responsibilities of this position are outlined in attached English language job description #_____. The Employee agrees to perform the duties assigned to him/her under the provisions established in this employment contract, and in accordance with rules and regulations governing operations at the employing activity.

Article II**GENERAL CONDITIONS**

1. All conditions of employment not specifically mentioned in this employment contract will be in accordance with the pertinent provisions of the CTA II of 16 December 1966, as in effect at any given time, and implementing directives, instructions and policies issued by Headquarter, United States Air Forces in Europe (HQ USAFE). In addition, the provisions of the Tariff Agreement of 2 July 1997 on Protection from Rationalization Measures, Termination of Employment and Income Protection (Protection Agreement), as well as of the Tariff Agreement on Social Security of 31 August 1971, as in effect at any given time, apply.
2. Conditions set forth in this contract will take precedence over relevant tariff agreement provisions.
3. The Employee will make his/her full working capacity available to the Employer. Activities or interests aside from his/her job may not interfere with, or hamper, the proper performance of assigned duties, or interfere with legitimate interests of the employing activity.

Article III**HOURS OF WORK**

1. The Employee will perform his/her duties during the regular work hours of his/her employing organization. If necessary, he/she will make his/her services available also outside those work hours. Flexible work hours may be required if so determined by the employer.
2. Once in the administrative workweek (reference, Article 9, para 6, CTA II), the Employee is entitled to a continuous rest period of thirty-six hours.
3. For holiday work (reference, Article 13, para 1, CTA II), the Employee is entitled to one additional full work day off, within the same or the following calendar month. In coordination with the supervisor the Employee may take these additional days off either individually, aggregated, or in connection with the annual leave for the current calendar year. Transfer into the following calendar year is authorized only, if the additional days off cannot be granted within the current calendar year for operational reasons.

Article IV
PAY PROVISIONS

1. The Employee is allocated to compensation level _____ of the Manager/Deputy Manager Pay Schedule HM, and will receive a gross salary of € _____ per month. This salary represents a lump sum compensation for all services rendered under this employment contract; there is no additional separate entitlement to compensation for overtime, night work, Sunday work or holiday work.

2. If the conduct of the employee is cause for objections, or the performance of the Employee over a year degrades, the amount of compensation which exceeds the minimum salary established in the applicable Manager/Deputy Manager Pay Schedule may be reduced or withdrawn. The employee must be notified about this decision in writing. Such reductions or withdrawal requires observation of the notice periods established for termination of employment.

Article V
MODIFICATIONS AND ADDITIONS

1. All modifications and additions to this contract will only be legally valid if agreed in writing by the parties to the contract and confirmed by AF Form 825, *Notification of Personnel Action (Non-U.S.(Germany))*.

2. Changes in the pertinent provisions of the CTA II also apply to this employment contract, without requiring a notice of change in employment conditions.

Article VI
EFFECTIVE DATE AND TERMINATION

1. This employment contract enters into effect on _____, and shall apply for an indefinite period.
2. The time period ending on _____ is considered the probationary period. In addition, the provisions of paras 2 and 3, Article 5, CTA II shall apply.
3. This employment contract may be terminated by either party subject to the notice periods in Articles 43 and 44, CTA II. The notice of termination must be given in writing.
4. Upon mutual agreement the notice periods in para 3 may be reduced or waived. Termination may be effected without observation of a notice period for important reasons within the meaning of Article 45, CTA II.

(Place and Date of Signature)

(Place and Date of Signature)

FOR THE EMPLOYING ORGANIZATION

(Signature of Employee)

(Signature of the Civilian Personnel Officer)

Attachment 3**CLASSIFICATION SCHEME FOR MANAGERIAL PERSONNEL**

A3.1. Compensation levels for Managers: They will be identified by HM 1, HM 2 or HM 3.

A3.1.1. Level HM 1 is applicable if the highest grade of work supervised is at or below H-5.

A3.1.2. Level HM 2 is applicable when the highest grade of skilled work supervised is H-6.

A3.1.3. Level HM 3 is applicable when the highest grade of skilled work supervised is H-7

A3.2. Compensation levels for Deputy Managers: They will be identified by HM 1a, HM 2a or HM 3a.

A3.2.1. Level HM 1a is applicable if the highest grade of work supervised is at or below H-5.

A3.2.2. Level HM 2a is applicable when the highest grade of skilled work supervised is H-6.

A3.2.3. Level HM 3a is applicable when the highest grade of skilled work supervised is H-7.