

22 September 2010

Civilian Personnel

**Employment of Local National Managerial Personnel
in Accommodation, Catering, and Service Facilities**

This regulation supersedes AE Regulation 690-30, 3 November 2006.

For the Commander:

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Summary. This regulation provides Army in Europe policy for working conditions and pay setting for local national (LN) managerial personnel in facilities of the U.S. Army in Germany who are covered by the *Tarifvertrag vom 16. Dezember 1966 für die Arbeitnehmer bei den Stationierungstreitkräften im Gebiet der Bundesrepublik Deutschland (TV AL II)* (Collective Tariff Agreement), appendix H, part I, paragraph 1a(1).

Summary of Change. This revision includes only administrative changes (throughout).

Applicability. This regulation applies to LN personnel employed by U.S. Forces in Germany. For the purpose of this regulation, *U.S. Forces* includes all activities serviced by the Civilian Human Resources Agency, Europe Region, in positions paid from appropriated or nonappropriated funds.

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

Forms. AE and higher level forms are available through the Army in Europe Library and Publishing System at <https://aepubs.army.mil/>.

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

Distribution. C (AEPUBS).

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1. PURPOSE

This regulation provides Army in Europe policy for working conditions and pay setting for local national (LN) managerial personnel in facilities of the U.S. Army in Germany who are covered by the *Tarifvertrag vom 16. Dezember 1966 für die Arbeitnehmer bei den Stationierungsstreitkräften im Gebiet der Bundesrepublik Deutschland (TV AL II)* (Collective Tariff Agreement), appendix H, part I, paragraph 1a(1).

2. REFERENCES

a. Publications.

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

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

(3) *Tarifvertrag vom 31. August 1971 zur sozialen Sicherung der Arbeitnehmer bei den Stationierungsstreitkräften im Gebiet der Bundesrepublik Deutschland* (Social Security Agreement for Employees of the Sending State Forces in the Federal Republic of Germany).

b. Form. DA Form 2028, Recommended Changes to Publications and Blank Forms.

3. EXPLANATION OF ABBREVIATIONS

<i>ADD-LaS</i>	<i>Aufsichts- und Dienstleistungsdirektion, Lohnstelle ausländische Streitkräfte</i> (Controlling and Service Directorate, Foreign Forces Payroll Office)
AR	Army regulation
LN	local national
<i>TV AL II</i>	<i>Tarifvertrag vom 16. Dezember 1966 für die Arbeitnehmer bei den</i> <i>Stationierungsstreitkräften im Gebiet der Bundesrepublik Deutschland</i> (Collective Tariff Agreement)
U.S.	United States

4. POLICY

a. 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 parts of it. This typically includes—

- (1) Maintenance of equipment and the facility.
- (2) Management of finances and personnel.
- (3) Short- and long-term logistics planning.

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

5. EMPLOYMENT, CLASSIFICATION, AND PAY SETTING

a. Managerial personnel (managers and deputy managers) will be employed under an individual employment contract. Appendix A prescribes the format.

b. Managerial personnel must be assigned to one of three compensation levels based on the classification scheme in appendix B. Bona fide vacancies must be considered when determining the compensation level.

c. The compensation level of managerial personnel is based on the highest level of work of their subordinates. If the subordinate performing the highest level of work is not subject to the *TV AL II*, appendix H, that person's responsibilities must be compared to the *TV AL II*, appendix H, to determine the equivalent salary or wage group.

d. The USAREUR G1 (AEAGA-CL) will establish and maintain the HM pay bands for wage areas and compensation levels. Managerial personnel will be paid at any rate in the pay band. Pay will be at the discretion of the agency chief and based on the manager's performance. For new hires, pay will be based on the market value. Performance appraisals must be based on criteria such as the ability to communicate, attitude, dependability, quality of work, and supervision and development of subordinates. Changes in compensation will require submitting a request for personnel action to the *Aufsichts- und Dienstleistungsdirektion, Lohnstelle ausländische Streitkräfte (ADD-LaS)* (Controlling and Service Directorate, Foreign Forces Payroll Office).

6. HM PAY BANDS

The USAREUR G1 (AEAGA-CL) will publish HM pay bands in a separate memorandum.

APPENDIX A EMPLOYMENT CONTRACT

The following employment contract is agreed on between (*employing organization*) (hereinafter referred to as the employer) and (*name of employee*) (hereinafter referred to as the employee):

ARTICLE I DUTIES AND RESPONSIBILITIES

1. The employee is assigned to the position of (*position title*) at (*name and location of employer*).
2. The duties and responsibilities of this position are outlined in the attached English-language position description (*number*). The employee agrees to perform the duties assigned under the provisions established in this contract and according to regulations and rules governing operations at the employing activity.

ARTICLE II GENERAL CONDITIONS

1. All conditions of employment not specifically mentioned in this employment contract will be according to the provisions of—
 - a. The *Tarifvertrag vom 16. Dezember 1966 für die Arbeitnehmer bei den Stationierungstreitkräften im Gebiet der Bundesrepublik Deutschland (TV AL II)* (Collective Tariff Agreement) as it is in effect at any given time.
 - b. Implementing directives, regulations, and policy issued by the Army in Europe.
2. The *Tarifvertrag vom 2. Juli 1997 über Rationalisierungs-, Kündigungs- und Einkommenschutz* (Tariff Agreement, 2 July 1997, Protection From Rationalization Measures, Termination of Employment, and Income Protection); and the *Tarifvertrag vom 31. August 1971 zur sozialen Sicherung der Arbeitnehmer bei den Stationierungstreitkräften im Gebiet der Bundesrepublik Deutschland* (Social Security Agreement for Employees of the Sending State Forces in the Federal Republic of Germany) will apply.
3. Conditions in this employment contract take precedence over provisions in tariff agreements.
4. The employee will give full attention to duties and responsibilities. Extracurricular activities or interests may not interfere with performance or with the justified interests of the employer.

ARTICLE III WORKHOURS

1. The employee will perform duties during regular workhours of the employer. If necessary, the employee must be available outside normal workhours. The employer may also require flexible workhours.
 2. The employee will be entitled to a rest period of at least 36 continuous hours once during each administrative workweek (*TV AL II*, Art 9, para 6).
 3. For holiday work (*TV AL II*, Art 13, para 1), the employee will be entitled to one additional full workday off in the same or the following calendar month. In coordination with the supervisor, the employee may take these additional days off either individually, all at once, or in connection with annual leave for the calendar year. Transfer of these days into the following calendar year may be authorized only when the additional days off cannot be granted during the current calendar year for operational reasons.
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**ARTICLE IV
PAY PROVISIONS**

1. The employee will be allocated to the compensation level (*state level*) of manager or deputy manager pay schedule HM (*number*) and will receive a gross salary of €(*amount*) per month. This salary represents lump-sum compensation for all services rendered for this employment contract. There is no additional entitlement to compensation for holiday, night, Sunday, or overtime work.
2. If the employee's conduct is cause for objection or the employee's performance over a year deteriorates, the amount of compensation that exceeds the minimum salary set in the applicable manager or deputy manager pay schedule may be reduced or withdrawn. Such reductions or withdrawals require observation of the notice periods established for termination of employment.

**ARTICLE V
MODIFICATIONS AND ADDITIONS**

1. Additions and modifications to this contract will be legally valid only if agreed to in writing by the parties in the contract.
2. Changes in the pertinent provisions of the *TV AL II* will 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 will become effective on (*date*). It is a permanent contract.
2. The time period ending on (*date*) will be considered the probationary period. Additionally, the provisions of *TV AL II*, Article 5, paragraphs 2 and 3, will apply.
3. This employment contract may be terminated by either party subject to the notice periods in the *TV AL II*, Articles 43 and 44. The notice of termination must be in writing.
4. The notice periods in paragraph 3 may be reduced or waived by mutual agreement. Termination may be effected without a notice period for important reasons provided in the *TV AL II*, Article 45.

(*place and date of signature*)

(*signature of employee*)

FOR THE EMPLOYER:

(*place and date of signature*)

(*signature of the personnel officer*)

APPENDIX B
CLASSIFICATION SCHEME FOR MANAGERIAL PERSONNEL

B-1. MANAGERS

Compensation levels for managers will be identified as HM 1, HM 2, or HM 3.

- a. Level HM 1 is applicable if the highest grade of work supervised is at or below H-5.
- b. Level HM 2 is applicable when the highest grade of skilled work supervised is H-6.
- c. Level HM 3 is applicable when the highest grade of skilled work supervised is H-7.

B-2. DEPUTY MANAGERS

Compensation levels for deputy managers will be identified as HM 1a, HM 2a, or HM 3a.

- a. Level HM 1a is applicable if the highest grade of work supervised is at or below H-5.
- b. Level HM 2a is applicable when the highest grade of skilled work supervised is H-6.
- c. Level HM 3a is applicable when the highest grade of skilled work supervised is H-7.