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Civilian Personnel

**Standards of Conduct, Corrective Actions, Termination Process and Grievances
(Local National Employees in Germany)**

***This regulation supersedes USAREUR Regulation 690-64, 18 September 1984.**

For the Commander:

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Summary. This regulation establishes policy and procedures governing the conduct of local national (LN) employees working for the U.S. Forces in Germany. It outlines procedural requirements for maintaining discipline and for taking corrective and termination actions. It describes the internal complaint and grievance procedure for LN employees, and provides basic principles for controlling employee absence from the workplace.

Applicability. This regulation applies to LN personnel who are—

- Employed by the U.S. Forces in Germany under the *Tarifvertrag vom 16. Dezember 1966 für die Arbeitnehmer bei den US-Stationierungstreitkräften im Gebiet der Bundesrepublik Deutschland* (Collective Tariff Agreement), except for personnel employed by the USAFE and its tenant activities. For the purpose of this regulation, the term U.S. Forces includes all activities serviced by the United States Army Civilian Human Resources Agency, Europe Region, or by the Army and Air Force Exchange Service, Europe (AAFES-Eur).
- Paid from appropriated or nonappropriated funds.
- In civilian support agencies in Germany.

NOTE: The terms Civilian Personnel Operations Center and civilian personnel advisory center used in this regulation do not apply to AAFES-Eur. Except where AAFES-Eur is specifically mentioned in this regulation, the Commander, AAFES-Eur, may use internal forms and establish internal systems and procedures for meeting the intent of this regulation, including all policy requirements.

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 Publishing System (AEPUBS).

Records Management. Records created as a result of processes prescribed by this regulation must be identified, maintained, and disposed of according to AR 25-400-2. Record titles and descriptions are available on the Army Records Information Management System website at <https://www.arims.army.mil>.

Suggested Improvements. The proponent of this regulation is the USAREUR G1 (AEAGA-CL, DSN 375-2521). Users may suggest improvements to this regulation by sending DA Form 2028 to the USAREUR G1 (AEAGA-CL), Unit 29331, APO AE 09226-9331.

Distribution. C (AEPUBS).

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Glossary

1. PURPOSE

The regulation—

- a. Establishes the principles and prescribes the procedural requirements of maintaining discipline and accomplishing effective corrective and termination actions.
- b. Prescribes the principles and procedures governing complaints and grievances of local national (LN) employees working for the U.S. Forces in Germany.
- c. Describes basic principles for controlling employee absence from the workplace.

2. REFERENCES

a. Publications.

- (1) NATO Status of Forces Agreement and the Supplementary Agreement.
- (2) *Allgemeines Gleichbehandlungsgesetz* (Equal Treatment Law).
- (3) *Kündigungsschutzgesetz* (Law on Protection from Termination of Employment).
- (4) *Mutterschutzgesetz* (Law on Protection of Employed Mothers).
- (5) *Sozialgesetzbuch IX, Rehabilitation und Teilhabe behinderter Menschen* (Social Security Code IX, Rehabilitation and Integration of Handicapped Persons).
- (6) *Tarifvertrag vom 16. Dezember 1966 für die Arbeitnehmer bei den Stationierungstreitkräften im Gebiet der Bundesrepublik Deutschland* (Collective Tariff Agreement).
- (7) AR 25-400-2, The Army Records Information Management System (ARIMS).
- (8) AE Pamphlet 690-60, Tariff Agreements That Apply to Persons Employed by the U.S. Forces in Germany (English Translation).

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

3. EXPLANATION OF ABBREVIATIONS

The glossary defines abbreviations.

4. RESPONSIBILITIES

a. Supervisors will—

- (1) Maintain satisfactory work relations with their employees through effective communication and professional behavior within their area of responsibility.
- (2) Treat all employees fairly and equitably regardless of race, color, national origin, age, sex, physical handicap, religion, philosophy of life, or sexual identity.

(3) Give employees proper guidance and clear instructions.

(4) Ensure that employees follow the established standards of conduct, existing policy, internal regulations, legal provisions, principles, and rules.

(5) Assign specific duties that enable employees to use their abilities, experience, and skills.

(6) Communicate with employees on work assignments, work conditions, and work performance at least once a year.

(7) Analyze employee contractual violations or deviations from established rules and policy to evaluate and determine the cause or contributing factors with a goal of a positive resolution.

(8) Brief employees at least once a year on the established standards of conduct (app A). (Employees are not required to sign a confirmation of the briefing.)

(9) Encourage their employees to settle their complaints or grievances internally by using the procedures in this regulation.

(10) Guide and counsel individual employees or groups of employees in problem cases to reduce the need for corrective or termination actions.

(11) Initiate corrective or termination actions, if necessary. To ensure suitability, timeliness, and effectiveness of the action, supervisors will seek assistance from the civilian personnel advisory center (CPAC) before initiating corrective or termination actions.

b. CPACs will—

(1) Ensure that commanders, managers, agency chiefs, and supervisors of LN employees are aware of the provisions in this regulation.

(2) Give each newly appointed LN employee a copy of the General Standards of Conduct - Local National Employees in Germany (app A), and brief them on it.

(3) Advise and assist management in analyzing problem cases and recommend appropriate solutions.

(4) Advise and assist supervisors at all levels on the initiating and executing of individual corrective or termination actions.

(5) Work closely with management on cases in which employees have initiated labor court proceedings.

(6) Advise management if—

(a) A court decision is in the best interest of the organization.

(b) Appeal or revision proceedings are an option.

(c) The case should be settled in or out of court.

(7) Send documentation on each labor court case to the USAREUR G1 (AEAGA-CL) according to the provisions in paragraph 16.

5. INVESTIGATION OF PROBLEM CASES

a. Supervisors will thoroughly and objectively investigate cases of employee misconduct, violation of rules or policy, performance deficiencies, or other contractual offenses before proposing or initiating a corrective or termination action. As a rule, investigation must include a discussion with the affected employee to obtain the employee's explanation of the incident.

b. When evaluating facts, supervisors will consider the employee's conduct, duty performance, and potential extenuating circumstances in connection with the problem case. It must also be determined whether or not the employee knew or could have been expected to know which standard of conduct would apply, and that management would not tolerate the incident.

c. Supervisors should consult the servicing CPAC for guidance and assistance before conducting an investigation of a problem issue. This is especially important if there are indications that the investigation could result in a termination action because of the mandatory legal time periods involved. Failure to observe these legal time periods will normally make the action null and void.

d. If the employee concerned has a handicapped status, the responsible severely handicapped employee (SHE) representatives group must be informed promptly of the problem situation and the subsequent investigation, according to the *Sozialgesetzbuch IX, Rehabilitation und Teilhabe behinderter Menschen* (Social Security Code IX, Rehabilitation and Integration of Handicapped Persons), Section 84, paragraph 1.

6. CORRECTIVE ACTIONS

Supervisors at all levels may initiate corrective actions. Coordination with the CPAC is strongly recommended to ensure the validity and accuracy of the corrective action. The emphasis is to correct the misconduct or failure, not to punish the employee. Actions taken should be constructive in nature and effectively correct a problem case or a problem situation.

a. Admonishments can be issued to correct an employee's actions. Admonishments are verbal or written formal reprimands that inform employees of their misconduct or their failure to meet certain contractual obligations, and addressing the possible consequences this could have in case of a repetition.

b. Although there are no prescribed legal time limits for issuing admonishments, the admonishment will be initiated promptly because the desired results diminish as time elapses between the date of the incident and the date of the admonishment.

7. VERBAL ADMONISHMENT

A verbal admonishment is appropriate in cases of minor violations of established standards of conduct, minor misbehavior, or minor dereliction of duty.

a. The immediate supervisor should discuss the incident with the employee in a private and nonhostile atmosphere. The employee will be advised of his misconduct and informed of the possible consequences in case of repetition. The employee has the right to describe the incident from his point of view and present facts and circumstances supporting his explanation.

b. A short and precise summary of the discussion should be prepared as a memorandum for record and signed by the supervisor and the employee. At the request of the employee, the summary will be written in English and German. The employee will receive a copy of the memorandum.

c. The memorandum will be kept by the supervisor for 6 months. If no other incident of the same or a similar nature occurs within the 6-month period, the memorandum will be destroyed. The employee will be notified accordingly. No further reference will be made to this verbal admonishment.

8. WRITTEN ADMONISHMENT

a. A written admonishment is appropriate in cases of—

- (1) Critical deficiencies in the performance of assigned duties.
- (2) Major infractions of employment contract obligations.
- (3) Repetitive minor violations of the same or similar nature.
- (4) Serious misconduct or misbehavior.
- (5) Violations of the established standards of conduct.

b. Admonishment letters will—

- (1) Be titled “letter of admonishment.”
- (2) Clearly indicate that future incidents of the same or similar nature may result in termination of employment.

(3) Describe the incident briefly, precisely, and in sufficient detail to ensure that the employee understands the reason for the admonishment. Specific details such as dates, times, places, and events connected to the reason for admonishment will be included. Previous corrective actions related to the incident may be addressed if they are still relevant.

- (4) Not include the term “warning letter.”
- (5) Usually be written in English and German.
- (6) Usually be signed by the first-line supervisor.

(7) Include the following instruction about legal remedies: “If you believe that this letter of admonishment is unwarranted, you have the right to provide a verbal or written counterstatement within 10 calendar days. Your explanation of the facts and circumstances will be thoroughly reviewed. If your statement does not warrant withdrawal of the admonishment letter, you will be notified accordingly. The admonishment letter and your statement will be filed in your official personnel folder, where they will remain for 2 years. If you do not reply to the letter of admonishment within 10 calendar days, a corresponding remark will be entered on the letter of admonishment, which will remain in your official personnel folder for 2 years.”

c. More than one written admonishment may be required before a termination action can be initiated, depending on the seriousness of the incident or misconduct.

d. Within 10 calendar days after receiving the letter of admonishment, the employee has the right to present a verbal or written counterstatement. If the employee replies verbally, the supervisor will prepare a written summary of the circumstances presented by the employee.

e. If the employee does not reply within the 10-day period, this will be annotated on the record copy of the admonishment letter and it will be filed in the employee's official personnel folder (OPF), where it will remain for 2 years. After this period the admonishment letter will be removed from the OPF and destroyed.

f. The counterstatement from the employee will be thoroughly reviewed by the next-line supervisor who will make the final decision on the validity of the admonishment. The employee will be notified in writing of this decision within 10 calendar days after receiving the counterstatement.

g. If not withdrawn, the admonishment letter, the employee's counterstatement, and the final decision letter will be filed in the employee's OPF, where it will remain for 2 years. After this period all documentation will be removed from the OPF and destroyed.

h. A letter of admonishment does not require coordination with the works council. However, if the individual employee concerned is severely handicapped the SHE representative must get involved.

9. ORDINARY AND EXTRAORDINARY TERMINATIONS OF EMPLOYMENT

There are ordinary terminations and extraordinary terminations (immediate dismissal). The appropriate action will be determined after thorough investigation, review, and consideration of all relevant facts and circumstances of the individual case. The investigation process and the proposed action will be coordinated with the CPAC. A termination may be unavoidable in case of serious violations or incidents so that continuation of employment cannot reasonably be expected of the employer, or in cases where continued employment would adversely affect the discipline and efficiency of the entire organization or the morale of the other employees. Continuing deficiencies in the employee's performance of contractual obligations despite employer support, may also justify a termination. If corrective actions have not resulted in improvements, a termination may be issued as the last option to solve a problem situation (*ultima ratio* principle).

a. Termination With Ordinary Notice. In the case of an ordinary termination, employment ends when the individual-notice period (see Article 44, *TV AL II*) expires. If the individual has been employed for at least 6 months (after the initial appointment), he will be covered by the *Kündigungsschutzgesetz* (Law on Protection from Termination of Employment). The employee may challenge the termination in the German labor court.

(1) Termination With Ordinary Notice Based on Conduct or Performance. Cases of termination with ordinary notice based on conduct or performance normally require at least one previous written admonishment asking the employee to improve his conduct or work performance within a specified timeframe. A termination based on deficient work performance requires evidence showing that efforts were made to help the employee improve his performance, but these efforts were unsuccessful.

(a) A termination action may be initiated only after an unsuccessful admonishment. A termination without a previous admonishment is normally invalid. Reasons for terminations based on conduct or performance may include the following:

1. Failure to meet work obligations.

2. Insufficient or inappropriate work performance.

3. Violations of secondary obligations under the employment contract.

(b) Admonishments are unnecessary in the areas of trust and performance when—

1. It is evident that the employee will not adhere to contractual obligations.

2. The employee is aware that his conduct represents a violation of the employment contract, but stubbornly and persistently continues to violate the contract provisions.

3. The employee could control his conduct and behavior, but the employer has valid reasons to believe that trust cannot be restored.

(2) Person-Related Termination With Ordinary Notice. The primary area for a person-related ordinary termination is the extended absence of an employee because he is unfit for work because of illness. The following prerequisites must be observed for terminations based on sick absence:

(a) Negative Prognosis. A termination based on sick absence is justified if, at the time the termination is issued, it can be presumed that the employee will continue to be absent from work because of sickness (negative prognosis). The probability of future short-notice sick absences because of recurring unfitness can be determined only by a physician. The employee may be asked to release his handling physician from professional discretion or obtain a medical prognosis from an independent physician based on a mutual agreement between management and the employee. The employee's health insurance carrier may also be consulted for assistance and support in obtaining the medical prognosis. Frequent sick absences in the past can also be a reasonable indication that there will be continued frequent sick absences of longer duration in the future.

(b) Severe Impairment of Operational Interests. Frequent sick absences may be used as a reason for termination of employment if they result in severe disruption of operations or severe economic burden. Severe disruption of operations or essential economic burden includes, but is not limited to the following:

1. Adverse effect on the morale of other employees.

2. Continuation of salary payments in case of illness for more than 6 weeks per calendar year for several years.

3. Excessive burden on remaining employees.

4. Inability to find replacement personnel.

5. Increased difficulty in assigning workshifts.

6. Loss of customers.

7. Loss of production and machine dysfunction.

(c) Bilateral Weighing of Interests.

1. When weighing the interests of the parties involved from the employer's perspective, the following must be considered:

- a. The extent of operational disruption.
- b. The financial effect on the organization.
- c. Security risks.

2. In the interest of the employee, the following factors will be considered:

- a. Age and number of dependents.
- b. Entitlements to special protection.
- c. Length of employment.
- d. Periods of employment without sick absence.
- e. Whether or not the sickness is work-related.

3. Uncertainty as to the "date of recovery" is normally considered to be a severe disruption of the organization's operations. The following additional requirements must be met for a notice of termination based on long-term sick absence:

- a. The long-term sickness exists on the date the notice of termination is issued.
- b. Recovery is not expected within the next 2 years following the date the notice of termination is issued.

4. In the case of alcohol or drug dependency, the principles are the same as those for termination because of illness. In addition, before a notice of termination is issued, the employer is obligated to encourage the employee to undergo alcohol- or drug-treatment therapy. The employee's refusal to undergo therapy may justify termination.

5. A notice of termination for extended sick absence will not be issued if it is possible to continue employment in an alternate position that would result in a reduction of sickness related absences to a reasonable level despite the physical condition of the employee.

b. Termination With Extraordinary Notice. A termination with extraordinary notice ends employment either immediately without observing the individual-notice period or with *sozialer Auslaufzeit* (social-expiration period). The extraordinary termination requires "an important reason" in the meaning of Section 626, *Bürgerliches Gesetzbuch* (German Civil Code). The reason must be so serious that the employer cannot reasonably be expected to keep the employee, even during the ordinary notice period.

(1) Reasons for a termination with extraordinary notice may include—

- (a) Embezzlement, fraud, waste, and abuse.
- (b) Repeatedly and consistently refusing to comply with work instructions.
- (c) Submitting false or falsified documents.
- (d) Violent behavior directed toward fellow employees or customers.

(2) A termination with extraordinary notice must be initiated and issued within 2 weeks from the day the management representative having termination authority obtains full knowledge of the facts and circumstances of the case enabling him to decide whether or not the employment relationship should be terminated by immediate dismissal. This normally requires hearing the employee's concerns about the incident. The mandatory hearing procedure with the responsible works council must be completed during this period. Management loses the right to terminate the employee for an important reason if the notice of termination is not processed and successfully delivered to the employee within the 2-week period.

(3) If there are doubts as to the "important reason" required for an extraordinary termination, a precautionary ordinary termination should be initiated at the same time. This provides an opportunity for converting the extraordinary termination action into an ordinary notice action if the extraordinary termination is not sustained in labor court. However, the ordinary termination also requires completion of the formal participation procedure with the works council.

10. TERMINATION BASED ON SUSPICION

a. In cases of termination based on suspicion, the reason for the termination is the suspicion of an alleged criminal or contract-violating conduct on the part of the employee, that has destroyed the trust necessary for continued employment. A termination based on suspicion can be processed with an ordinary or extraordinary notice.

b. Before issuing a termination based on suspicion, the employee must be given the opportunity to respond to the allegations raised against him. Written documentation of the issues discussed in the hearing is strongly recommended, as it may serve as evidence later. On request of the employee, a representative of the works council and, if applicable, a representative of the SHE representatives group will be present at the hearing.

c. For an extraordinary notice of termination, the 2-week preclusive time period will begin only after the measures for clarifying the suspicion that can be reasonably expected from the employer have been completed. The employer can generally await the outcome of an internal or criminal investigation.

d. If this option is available, the employee should be offered a suspension of employment (with continuation of pay) until the suspicion can be clarified.

e. Terminations based on suspicion will be initiated under the formal cooperation or hearing procedure and the works council will be informed of the reasons for suspicion. The works council will also be informed of the employee's statement concerning the facts and circumstances.

11. TERMINATION FOR MILITARY-SECURITY REASONS

a. A termination for military-security reasons may be justified by evidence obtained through the host-nation background check or by other means that justify the determination that an LN employee poses a security risk. The evidence revealed in the screening process must be objectively evaluated. For example, a misdemeanor offense committed by the employee as a youth will not be grounds for a termination, especially if the employee has a successful, long-term employment relationship with the U.S. Forces.

b. A valid reason supporting a termination decision would be evidence that the employee has committed sabotage or espionage against the U.S. Forces. This would include not only evidence that the employee committed such or a similar crime, it would also include evidence that the employee helped other persons or organizations commit or attempt such actions or participated in actions by other persons or organizations.

c. If the court rules that the notice of termination is void, in particular if the reasons cannot be substantiated for military reasons, the employer may apply for a judicial termination of employment in accordance with Section 9, *Kündigungsschutzgesetz*, if military security interest preclude continuation of employment. According to Article 56, paragraph 2(a), of the Supplementary Agreement to the NATO Status of Forces Agreement, the highest service authority may establish credibility (*Glaubhaftmachung*) for military security interests which preclude continuation of employment. In this case, the proceedings before the court will be held *in camera* [in private] to ensure security issues are not discussed in public litigation. Where the disclosure of the reasons might create a danger of serious detriment to the security of the United States or the U.S. Forces, the highest Service authority of the force will work with the *Chef des Bundeskanzleramtes* (Chief of the German Federal Chancellery) to prepare a formal declaration in support of the argument that continuation of employment is precluded by military security interest. The formal declaration will prevent the disclosure of the reasons.

d. A proposed termination action for security reasons of an employee who has completed the probationary period requires USAREUR G1 approval. The request will be coordinated with the CPAC and sent to the USAREUR G1 (AEAGA-CL), Unit 29331, APO AE 09266-9331.

e. Termination of an employee for military-security reasons before the end of the regular or extended probationary period, does not require USAREUR G1 approval. Coordination with the CPAC before initiating the action is mandatory.

12. NOTICE LETTERS

a. Notification of termination of employment must be given in writing.

b. Notice letters must be appropriate for the individual situation and based on the facts and circumstances leading to the termination. Standard letters or form letters are not admissible. Letters will be short, precise, written in simple language, and must include the reason for the termination. Information or explanations not directly related to the case will be omitted. Reference to previous corrective actions will be made only if they are valid and support the termination action.

c. Notice letters will be prepared in English and German. The German version is binding because it constitutes the legal basis if the termination action is challenged in labor court.

d. The notice letter will normally be signed by the commander or agency chief, or by the management official in the organization who has been delegated termination authority.

e. The signed notice letter is the legal separation document ending employment. The request for personnel action (RPA) form serves only as the internal administrative documentation of the termination action.

13. DELIVERY OF NOTICE LETTERS

a. Notice letters will take effect only after they have been successfully delivered to the recipient. The safest way to deliver a notice letter is to hand it directly to the affected employee, who should confirm receipt in writing. The employee's signature acknowledges receipt of the letter, but does not constitute acceptance of the termination.

b. The notice letter will be considered to have been delivered to an absent employee after the letter has reached the employee's private residence in a way that it can be assumed that the employee was able to learn the content of the notice letter.

c. If the notice letter is placed in the employee's private mailbox it is considered to have been delivered on the same day if it can be expected that the employee will check the mailbox that day. The usual mail-delivery times at the employee's residence must be taken into consideration for this form of delivery. Otherwise, the next day may be considered to be the day of delivery. This can be of particular importance when the notice letter is to be successfully delivered on the last day a termination can be legally issued.

d. Sending the letter through the official German mail system with a request for return receipt is an option by which the employer has proof of delivery. This method, however, does not eliminate the risk of missing the deadline.

14. WORKS COUNCIL PARTICIPATION IN TERMINATION ACTIONS

a. The *Bundespersonalvertretungsgesetz* (German Federal Personnel Representation Law) gives the works council legal rights of participation concerning all termination actions. Therefore, the works council must be given complete and detailed written information about the planned action. This will include the reason for the termination, a summary of the underlying circumstances, the effective date of the planned termination, and, if applicable, a list of previous corrective actions.

b. The servicing CPAC will help management initiate and complete termination actions and the appropriate works council participation procedure.

c. Termination actions that are executed without works council participation or before the completion of the appropriate participation procedures are invalid.

15. PARTICIPATION OF THE SHE REPRESENTATIVES GROUP AND INTEGRATION OFFICE IN TERMINATION ACTIONS

a. If the employee is recognized as being severely handicapped or as having an assimilated status, the planned termination must also be coordinated with the employing organization's SHE representative. This coordination must be done at least 2 workdays before works council's involvement. The CPAC will advise and help management coordinate with the SHE representative.

b. The planned termination must be submitted for approval to the integration office. A termination processed without the approval of the integration office is invalid.

c. The approval of the integration office will be requested in writing. The request must include detailed information on the reason for termination, underlying circumstances, the effective date of the planned termination, and if applicable, previous corrective actions taken. The CPAC will give advice and help prepare the request to the integration office.

16. EMPLOYEE COMPLAINTS AND GRIEVANCES

a. The procedure specified below will apply only to complaints and grievances not considered to be discrimination under the *Allgemeines Gleichbehandlungsgesetz* (Equal Treatment Law).

b. Employees may present their complaints and grievances verbally to their immediate supervisor. Complaints and grievances should be presented as soon as possible after the action or incident that caused the dissatisfaction, and specifically state the relief the employees are seeking.

c. Supervisors will give employees an opportunity to discuss their complaint or grievance. If an acceptable resolution cannot be reached during the discussion, the supervisor will arrange a meeting between the employee and the next-higher supervisor, who will make a decision on the complaint or grievance within 5 workdays and inform the employee accordingly.

d. Employees may select someone to advise and assist them when they meet with their supervisor to discuss the complaint or grievance. When selecting a person for advice and assistance, it must be ensured that there is no conflict of interest if the person selected is also employed with the U.S. Forces.

e. If the resolution is not acceptable to the employee, he may present a written grievance to the agency chief requesting a decision.

f. Workload permitting, the supervisor will grant the employee a reasonable amount of time during workhours to prepare a written complaint or grievance (for example, organizing materials, writing and typing).

g. The agency chief will review all facts and circumstances of the case and provide the employee a written decision within 10 workdays. After reviewing the case, the agency chief will coordinate the results and the proposed decision with the servicing CPAC. The decision made is final. This completes the internal complaint and grievance procedure.

h. If the employee presents a complaint or files a written grievance and at the same time initiates labor court litigation on the same issue, internal processing of the complaint or grievance will be suspended until a court decision or a court settlement is available, or until the employee has withdrawn the court action.

17. LOCAL NATIONAL EMPLOYEE ABSENCE

a. Employee Absence. Employees may be absent from work in case of approved annual leave, special leave, administrative leave, or when they have been certified as being unfit for work because of sickness. Provisions and guidelines are established in AE Pamphlet 690-60 in the following paragraphs or section:

- (1) Annual leave (Art 33).
- (2) Excuse from work (Art 28).
- (3) Unfitness for work (Sec 7).

b. Leave Without Pay (LWOP). Employees may be granted LWOP at management's discretion. There is no entitlement to LWOP. Before approval is granted, the consequences on operational requirements must be thoroughly reviewed. LWOP should be granted only to an employee in special or critical situations and if denial would create a personal hardship for the employee. LWOP should be granted only after annual-leave entitlements have been exhausted. Before approving LWOP requests, supervisors must advise employees of the potential negative consequences.

(1) Employees who are in an LWOP status forfeit their right to continued payment of earnings if they are certified as sick during this period.

(2) If LWOP exceeds 1-month, employees will lose medical insurance coverage unless they pay the contributions themselves. Other social insurance benefits may be negatively affected because of inadequate contributions during the LWOP period.

c. Absent Without Leave (AWOL). Employees who are AWOL are not entitled to pay for such periods. If the employee cannot provide a reasonable explanation for his absence, supervisors will take immediate action to withhold the employee's pay for the duration of the unexcused absence. After reviewing the facts and circumstances of the employee's AWOL status, the supervisor, in coordination with the CPAC, will decide whether or not a corrective or termination action is justified and if it should be initiated.

18. REPORTING LABOR COURT CASES

a. If a court case arises, the servicing CPAC will immediately submit the following documents and information to the highest service authority:

- (1) Name, e-mail address, and telephone number of the CPAC employee handling the court case.
- (2) A copy of the brief or other case-related documentation submitted to the court by either party.
- (3) A copy of the court notification stating dates and times of hearing sessions.
- (4) A copy of the lawsuit or petition filed with a labor court against the U.S. Forces.
- (5) A copy of the court decision or compromise settlement.
- (6) Written notification of the withdrawal of a case or an out-of-court settlement.

b. Compromises will be concluded only with the stipulation that they can be revoked (*Widerrufsvorbehalt*), to obtain approval from the Civilian Personnel Directorate, Office of the Deputy Chief of Staff, G1, HQ USAREUR/7A, before a final settlement is reached. In emergencies, approval may be requested by e-mail or telephone.

c. The required documentation may be submitted to the highest service authority through e-mail or through the regular German mail system (German mailing address: Zivilpersonaldirektion, US-Army in Europa, Postfach 611058, 68231 Mannheim-Seckenheim).

d. CPACs and organizations will not contact the *Bundesfinanzministerium (BMF)* (Federal Ministry of Finance) directly for settling labor litigations. If coordination with the *BMF* is required, contact with the *BMF* will be initiated only through the highest service authority.

APPENDIX A

GENERAL STANDARDS OF CONDUCT - LOCAL NATIONAL EMPLOYEES IN GERMANY

- 1. Punctuality.** Employees must report to work at the established time in a physical and mental condition that permits full and effective duty performance.
- 2. Performance of Duty.** Employees will perform their duties to the best of their knowledge and ability and in the most conscientious manner possible.
- 3. Courtesy.** Employees will use courtesy, tact, and diplomacy when dealing with superiors, employees, fellow employees, customers, and visitors.
- 4. Drugs, Alcohol, and Intoxicants.** During workhours employees will neither consume nor deal with drugs, alcohol, or other intoxicants unless explicitly permitted.
- 5. Gambling.** Employee will not organize or participate in any illegal gambling activities for money while on U.S. Forces premises.
- 6. Damage to Employer Image.** On and off duty, employees will refrain from actions that could negatively affect the image of the U.S. Forces in the public opinion.
- 7. Political Activities.** Employees should not participate in political or other activities that are directed against the U.S. Forces in general or against specific actions or certain locations of the U.S. Forces in a way that significantly disturbs peaceful management-staff relations.
- 8. Maintain Secrecy.** While employed with the U.S. Forces and after employment ends, employees will maintain secrecy on official matters not authorized for release.
- 9. Return of U.S. Government Property.** On or before the last day of their employment, employees will return installation passes, common access cards, military drivers licenses, identification tags, tools, items of clothing, or other items they were issued to perform their duties.
- 10. Misuse of Official Records and Information.** Employees will not use official documents, records, data, or privileged information for personal reasons or to support private organizations. Employees will not make such information available to private individuals outside the U.S. Forces.
- 11. Misuse of Government Funds.** Employees will not use U.S. Government funds for unauthorized expenditures, nor will they recommend such use.
- 12. Security Rules.** Employees will fully comply with all security rules and regulations governing access to U.S. installations as established by the U.S. Forces and published to the LN workforce.
- 13. Conflicts of Interest.** If there is a relation to the contractual duties with the U.S. Forces, employees and their Family members will not accept gratuities or benefits offered by private companies that are engaged in any business with the U.S. Forces.
 - a. Employees will not engage in a business or private enterprise activity that could appear to indicate a conflict of interest with their employment with the U.S. Forces. Private interests of the employee's spouse, children, partner, or other household members are considered to be private interests of the employee.

b. Employees will not release U.S. Forces procurement information to external individuals or companies. They will not make statements or commitments regarding U.S. Forces business contracts without approval from their supervisor.

c. Employees will not release to unauthorized individuals any knowledge of awarded or proposed procurements or purchases by U.S. Forces activities.

d. Unless authorized to do so, employees will not make commitments or promises relating to the award of contracts to bidders or interested firms. Employees will not act as sole U.S. Forces representatives during contract negotiations if this could appear to be a commitment or promise.

e. Employees will not make business representatives believe that employees could attempt to influence another person or U.S. Forces agency to give preferential treatment to their organization in the award of future contracts. If an employee receives a request for preferential treatment, they will inform their supervisor and request that the supervisor provide written notification to the business representative stating that U.S. Forces contracts are awarded only under established contracting provisions and guidelines.

14. U.S. Government Property. Employees will comply with published instructions concerning use of U.S. Government property such as telephones and computers made available for official use in performance of their contractual duties.

APPENDIX B
CHECKLIST FOR INITIATING AND PROCESSING TERMINATION ACTIONS

<p>1. Employee personal data.</p> <p>Last name: _____ First name: _____</p> <p>Home address: _____</p> <p>Date of birth: _____ Appointment date: _____</p> <p>Creditable periods of service: _____</p> <p>Employing organization: _____</p> <p>Remaining annual leave entitlement: _____</p> <p>2. Regulatory information.</p> <p>Type of termination: _____</p> <p>Length of notice period: _____</p> <p>Effective date of termination: _____</p> <p>Reason for termination: _____</p> <p>Special status of employee:</p> <p> a. Handicapped or assimilated status: _____</p> <p> b. Maternity protection: _____</p> <p> c. Employee-representative-group member: _____</p> <p> d. Alternate employee-representative-group member: _____</p> <p> e. Temporary appointment: _____</p> <p>3. Works council participation.</p> <p>Concurrence requested: _____</p> <p>Discussed with the works-council: _____</p> <p>Reply received: _____</p> <p>Next level: _____</p>

Figure B-1. Checklist for Initiating and Processing Termination Actions

4. Participation of severely handicapped employee (SHE) representatives group.

Concurrence requested: _____

Discussion with SHE representatives group: _____

Reply received: _____

5. Legal requirements.

Request to integration office: _____

Request to trade control office (if employee is pregnant at time of termination): _____

6. Delivery of termination notice.

Personal issuance: _____

Courier delivery: _____

Name of witness: _____

Registered mail with return receipt: _____

Other: _____

7. Return of U.S. Government-owned equipment or documents.

Tools: _____

Work documents: _____

Installation pass: _____

Military drivers license: _____

Common access card (CAC): _____

Other: _____

8. Request for personnel action (RPA) initiated and processed: _____

9. Labor litigation.

Action initiated: _____

Court proceedings: _____

Court decision: _____

Compromise settlement: _____

Appeal litigation: _____

Final outcome: _____

Figure B-1. Checklist for Initiating and Processing Termination Actions (Continued)

GLOSSARY

AAFES-Eur	Army and Air Force Exchange Service, Europe
AE	Army in Europe
AEPUBS	Army in Europe Publishing System
AR	Army Regulation
AWOL	absent without leave
<i>BMF</i>	<i>Bundesfinanzministerium</i>
CAC	common access card
CPAC	civilian personnel advisory center
CPD	Civilian Personnel Directorate, Office of the G1, Headquarters, United States Army Europe and Seventh Army
DA	Department of the Army
HQ USAREUR/7A	Headquarters, United States Army Europe and Seventh Army
LN	local national
LWOP	leave without pay
NATO	North Atlantic Treaty Organization
OPF	official personnel folder
RPA	request for personnel action
SHE	severely handicapped employee
U.S.	United States
USAREUR	United States Army Europe