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Headquarters
United States Army Europe
Wiesbaden, Germany

Headquarters
United States Army Installation Management Command,
Europe Region
Sembach, Germany

Army in Europe
Pamphlet 690-60*

27 September 2016

Civilian Personnel

Tariff Agreements That Apply to Persons Employed by the U.S. Forces in Germany (English Translation)

***This pamphlet supersedes AE Pamphlet 690-60, 26 November 2013.**

For the Commander:

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Document Management

Summary. This pamphlet includes the English translations of the following tariff agreements published by the *Bundesministerium der Finanzen (BMF)* (Federal Ministry of Finance):

● *Tarifvertrag vom 16. Dezember 1966 für die Arbeitnehmer bei den Stationierungsstreitkräften im Gebiet der Bundesrepublik Deutschland (TV AL II)* (Tariff Agreement of December 16, 1966 for the Employees of the Stationing Forces in the Federal Republic of Germany).

● *Tarifvertrag vom 31. August 1971 zur sozialen Sicherung der Arbeitnehmer bei den Stationierungsstreitkräften im Gebiet der Bundesrepublik Deutschland (TV Soziale Sicherung)* (Tariff Agreement, August 31, 1971, Social Security of Employees of the Sending States Forces in the Federal Republic of Germany (Social Security Agreement)).

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

Summary of Change. This revision includes changes to pay schedules in the *TV AL II*.

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Applicability. This pamphlet applies to all employees employed under *TV AL II* provisions.

Records Management. Records created as a result of processes prescribed by this pamphlet 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 pamphlet is the Civilian Personnel Directorate, Office of the Deputy Chief of Staff, G1, HQ USAREUR (mil 537-1536). Users may suggest improvements to this pamphlet by sending DA Form 2028 to the USAREUR G1 (AEPE-C), Unit 29351, APO AE 09014-9351.

Distribution. This pamphlet is available only electronically and is posted in the Army in Europe Library and Publishing System at *http://www.eur.army.mil/aepubs/*.

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

Tariff Agreement
Dated December 16, 1966
for the Stationing Forces Employees
in the Federal Republic of Germany
(Collective Tariff Agreement)

The Federal Republic of Germany
represented by the *Bundesminister der Finanzen* (Federal Minister of Finance)
– in agreement with the highest authorities
of the Stationing Forces –

on one side

and

the *Gewerkschaft Öffentliche Dienste, Transport und Verkehr*
(Labor Union for Public Service, Transportation, and Traffic)
– Main Executive Board –

the *Industrie-Gewerkschaft Metall für die Bundesrepublik Deutschland*
(Industrial Union of Metal Workers)
for the Federal Republic of Germany
– Executive Board –

the *Gewerkschaft Nahrung-Genuß-Gaststätten* (Labor Union Food and Restaurant Workers)
– Central Administration –

the *Industrie-Gewerkschaft Druck und Papier* (Industrial Union for Printing and Paper)
– Main Executive Board –

for salaried employees and wage earners

as well as

the *Deutsche Angestellten-Gewerkschaft* (German Union for Salaried Employees)
– Federal Board –

for salaried employees

on the other side

have stipulated the following Tariff Agreement

TABLE OF CONTENTS

MAJOR PART I

GENERAL PROVISIONS

Click the items in Blue to go to that part of the documents

SECTION 1
APLICABILITYAND SPECIAL PROVISIONS

Art. 1 Applicability
Art. 2 Exemptions from Applicability
Art. 3 Special provisions

SECTION 2
EMPLOYMENT CONTRACT

Art. 4 Employment Contract and Medical Examination
Art. 5 Probationary Period
Art. 6 Personnel Records
Art. 7 Confidentiality

SECTION 3
PERIOD OF EMPLOYMENT

Art. 8 Creditable Period of Employment

SECTION 4
WORKHOURS

Art. 9 Regular Workhours
Art. 10 Overtime
Art. 11 Night Work
Art. 12 Sunday Work
Art. 13 Holiday Work
Art. 14 Shift and Rotating Shift

SECTION 5
PRINCIPLES OF REMUNERATION

Art. 15 Wage and Salary
Art. 16 Computation of Earnings
Art. 17 Regular earnings
Art. 18 – Not used –
Art. 19 Length of Service Allowance
Art. 20 Time Supplements
Art. 21 Other Allowances
Art. 22 Disbursement of Earnings
Art. 23 Payments-in-Kind
Art. 24 – Not used –
Art. 25 – Not used –

SECTION 6
LOSS OF WORK TIME

Art. 26 Non-Productive Time
Art. 27 Holidays
Art. 28 Excuse From Work

SECTION 7
UNFITNESS FOR WORK

Art. 29 Sick Pay
Art. 30 Sick Pay in Case of Third Party Liability
Art. 31 – Not used –
Art. 32 – Not used –

SECTION 8
LEAVE PROVISIONS

Art. 33 Annual Leave
Art. 34 Additional Paid Leave

SECTION 9
COMPENSATION

Art. 35 Employment Outside the Regular Duty Station
Art. 36 Tool Allowance
Art. 37 Protective and Occupational Clothing

SECTION 10
SOCIAL PROVISIONS

Art. 38 Death Benefits
Art. 39 Employer's Pension Scheme
Art. 40 Vacation and Christmas Pay
Art. 41 Payments for Property Accrual
Art. 42 Pay Protection in Case of Reduced Capability

SECTION 11
TERMINATION OF EMPLOYMENT

Art. 43 Termination of Employment During Probationary Period
Art. 44 Separation With Ordinary Notice
Art. 45 Separation With Extraordinary Notice
Art. 46 End of/Termination of Employment Without Notice
Art. 47 Form of termination Notice
Art. 48 Testimonials and Certificates

SECTION 12
OTHER PROVISIONS

Art. 49 Preclusive Time Limit
Art. 50 Making Tariff Agreements Available
Transitional Provisions and Information re Major part I

If the Back button of your browser is not visible, use ALT + Back Arrow
to return to previous location.

MAJOR PART II

GENERAL PROVISIONS
ON CLASSIFICATION AND GRADING

SECTION 13
ALLOCATION TO WAGE AND SALARY GROUPS

Art. 51 Classification
Art. 52 Reclassification and Change of Tariff
Art. 53 Temporary Change of Duties

SECTION 14
ASSIGNMENT OF SALARY STEPS

Art. 54 – Not used –
Art. 55 Salary Steps (Length of Service Allowance)

SECTION 15
WAGE GROUP CLASSIFICATION A FOR WAGE EARNERS

Art. 56 Wage Groups
Art. 57 Leaders

SECTION 16
SALARY GROUP CLASSIFICATION C FOR SALARIED EMPLOYEES

Art. 58 Salary Groups
Art. 59 Additional Salary Groups 4a to 7a

MAJOR PART III

WAGE TARIFF; SALARY TARIFF

SECTION 17
WAGE TARIFF A FOR WAGE EARNERS

Art. 60 Compensation (Principles)
Art. 61 Trade Category Index
Art. 62 Wage Schedules A

SECTION 18
SALARY TARIFF C FOR SALARIED EMPLOYEES

Art. 63 Salary Schedule C
Transitional Provisions and Information re Major Part III

If the Back button of your browser is not visible, use ALT + Back Arrow
to return to previous location.

MAJOR PART IV

FINAL PROVISIONS

SECTION 19
PROCEDURES ON MATTERS IN DISPUTE

Art. 64 Review of Classification
Art. 65 – Not used –

SECTION 20
ENACTMENT AND TERMINATION

Art. 66 Enactment
Art. 67 Termination

APPENDIXES

Appendix A	Special Provisions A for Wage Earners
Appendix B	Special Provisions B for Employees in AAFES-EUR Manufacturing Plants
Appendix C	Special Provisions C for Salaried Employees
Appendix D	Special Provisions D for Foremen
Appendix F	Special Provisions F for Drivers
Appendix G	Special Provisions G for Employees in Printing Plants
Appendix H	Special Provisions H for Employees in Accommodation, Catering and Service Facilities
Appendix K	Special Provisions K for Employees in Medical Facilities
Appendix L	Special Provisions for Apprentices
Appendix M	Provisions on Participation in Maneuvers and Similar Military Exercises
Appendix P	Special Provisions P for Firefighting Personnel; Plant Security Personnel; Guard Personnel
Appendix R	Provisions Regarding Duty Travel Outside the Permanent Duty Station (re Art. 35)
Appendix S	Provisions on Severity Allowances (re Art. 21 paragraph 4a)
Appendix T	Special Provisions T for Employees in the Retail Industry
Appendix V	Provisions on Vacation Pay (re Art. 40 paragraph 1)
Appendix W	Provisions on Christmas Pay (re Art. 40 paragraph 2)
Appendix Z	Special Provisions Z for Employees of Civilian Support Groups

If the Back button of your browser is not visible, use ALT + Back Arrow to return to previous location.

M A J O R P A R T I

GENERAL PROVISIONS

SECTION 1
APPLICABILITY AND SPECIAL PROVISIONS

ARTICLE 1
APPLICABILITY

(Article 1 was last revised by Change No. 9 – I – TV AL II, effective April 1, 1976.)

1. This Tariff Agreement applies to employees of the Belgian, British, Canadian, French, and U.S. Forces stationed in the Federal Republic of Germany except for those who are listed in Article 2

Paragraph 1 was last modified by the Tariff Agreement dated July 26, 1999, effective November 1, 1999.

2. The terms “employee,” “wage earner,” and “salaried employee” also include apprentices who are trained under an apprenticeship contract.

3. Stationing Forces within the meaning of paragraph 1 are administrative units and activities of a force or a civilian component as defined in Article I, paragraph 1(a) and (b), of the Agreement between the Parties to the North Atlantic Treaty regarding the Status of their Forces (NATO Status of Forces Agreement (SOFA) – Federal Law Gazette II 1961, page 1190) as in effect at any given time.

ARTICLE 2
EXEMPTIONS FROM APPLICABILITY

(Article 2 was last revised by Change No. 9 – I – TV AL II, effective April 1, 1976.)

This Tariff Agreement does not apply to—

1. Musicians, artists, or entertainers.

2. Personnel in ecclesiastical services unless employed with Civilian Support Groups (Special Provisions Z).

3. Employees in private households of members of a force or a civilian component.

4. Persons whose specific work assignment requires arrangements in deviation from this Tariff Agreement (for example, assignments on a fee basis).

ARTICLE 3
SPECIAL PROVISIONS

(Article 3 was last revised by Change No. 9 – I – TV AL II, effective April 1, 1976.)

1. a) Deviations from the general provisions of major parts I, II, III, and IV of this Tariff Agreement are established as special provisions in the appendixes to this agreement. The special provisions will replace or supplement the general provisions that are specifically mentioned therein.

   b) The provisions of appendixes M, R, S, V, and W are not special provisions within the meaning of paragraph a) above. They directly pertain to the general provisions of major part I.

Paragraph 1 was last modified by Change No. 23 – I – TV AL II, effective October 1, 2000.

2. All appendixes are part of this Tariff Agreement.

SECTION 2
EMPLOYMENT CONTRACT

ARTICLE 4
EMPLOYMENT CONTRACT AND MEDICAL EXAMINATION

(Article 4 was last revised by Change No. 9 – I – TV AL II, effective April 1, 1976.)

1. Employment Contract.

a) The employment contract will be concluded in writing. The employee will be provided a copy of the contract.

b) Bilateral agreements will be valid only if concluded in writing.

2. Term of Employment.

Employment will be concluded for an indefinite period unless otherwise agreed on.

3. Personnel Questionnaire and Employment Papers.

The employee is required to—

a) Complete a personnel questionnaire in which he or she provides personal data relevant for employment as well as an outline of his or her professional career.

b) Submit his or her employment papers (*Arbeitspapiere*), including annual leave statements, on commencement of work.

c) Report to his or her employing agency, without delay, any changes concerning entries made in his or her personnel questionnaire.

4. Medical Examination.

a) The employing agency will bear the costs of the examination if it requires an employee to submit, on his or her appointment, a certificate on his or her physical fitness (state of health and fitness for work) from a physician designated by the agency.

b) The employing agency will also bear the costs for employees' medical certificates required during the time of employment based on legal provisions, unless German authorities bear these costs.

ARTICLE 5
PROBATIONARY PERIOD

(Article 5 was last revised by Change No. 22 – I – TV AL II, effective August 1, 1997.)

1. Employment will start with a probationary period of 3 months unless a shorter probationary period has been agreed on.

2. The probationary period may be extended up to an additional 3 months if this is required for reasons related to a security screening.

3. The probationary period of employees who are absent from work for more than 10 workdays during the probationary period will be extended by the time employees were absent.

ARTICLE 6
PERSONNEL RECORDS

(Article 6 was last revised by Change No. 9 – I – TV AL II, effective April 1, 1976.)

1. a) The employee has the right to review his or her complete personnel records (see para 3).

   He or she may exercise this right through a representative authorized in writing. Such authorization will be filed in the personnel records.

   b) The employer may reject a duly authorized representative if warranted for official reasons

   c) The right to review personnel records includes the right to make copies on the spot.

2. The employee must be heard on complaints and factual statements that are derogatory to him or her or may cause him or her any disadvantage if such information is to be included in the personnel records.

3. Personnel records include personnel questionnaires, testimonials, medical reports, classification records, performance appraisals, petitions, and written statements made by the employee.

ARTICLE 7
CONFIDENTIALITY

1. The employee will exercise confidentiality on matters of the administration or the activity that are only intended for official use.

2. a) On termination of employment, the employee is required to immediately and without demand return to the employing agency all written material, drawings, graphical representations, etc., which were made available during employment and are still in his possession. The employee will also return any notes taken on office or activity operations that are still in his or her possession.

   b) After termination of employment the employee is required to continue to exercise professional discretion on matters that are subject to confidentiality.

SECTION 3
PERIOD OF EMPLOYMENT

ARTICLE 8
CREDITABLE PERIOD OF EMPLOYMENT

(Article 8 was last revised by Change No. 9 – I – TV AL II, effective April 1, 1976.)

1. Creditable periods of employment within the meaning of this Tariff Agreement will be the time an employee has served without interruption with the Stationing Forces (Art. 1, para 1).

Paragraph 1 was last modified by Tariff Agreement dated July 26, 1999, effective November 1, 1999.

2. a) The creditable period of employment will be considered uninterrupted if, after termination, an employee is reappointed with the Stationing Forces (para 1) no later than on the first workday following the expiration of 3 months. This does not apply to employees who are terminated for cause or resign.

   b) The creditable period of employment will also be considered uninterrupted if an employee who was separated under reduction-in-force procedures or resigned for this reason in agreement with the employing agency is reappointed with the Stationing Forces (para 1) no later than on the first workday following the expiration of 12 months.

   c) Suspension of employment in accordance with Article 46, paragraph 2b, will not interrupt the creditable period of employment.

   d) In computing the creditable period of employment, the period between an employee's termination and reappointment – and in cases of Article 46, paragraph 2b, the period of suspended employment – will not be considered.

Paragraph 2 was last modified by Change No. 19 – I – TV AL II, effective October 1, 1990.

3. If an employee was in employment or civilian service in the area of responsibility of the *Bundesminister der Verteidigung* (German Federal Minister of Defense) immediately preceding his or her appointment with the Stationing Forces (para 1), the period actually served in such employment will be counted towards the creditable period of employment unless the employee was terminated for cause or resigned. The same will apply to prior employment with activities of international military headquarters in the Federal Republic of Germany.

Paragraph 3 was last modified by Tariff Agreement Amendment No. 9 re TV AL II, effective April 1, 2003.

4. The employee will not be liable for justifying his leaving at his or her request (paras 2 and 3) if he or she—

   a) Terminates employment for early retirement (Art. 44, para 5) or by extraordinary notice (Art. 45) for justified reasons

   b) Was unable to continue employment for health reasons and confirmed this condition by submitting a medical certificate proving his unfitness for work.

5. Previous periods of employment with the Stationing Forces of other Sending States within the meaning of paragraph 1 in the area of responsibility of the *Bundesminister der Verteidigung* and with activities of international military headquarters (para 3) will only be credited retroactively after the expiration of the probationary period.

Paragraph 5 was last modified by Tariff Agreement Amendment No. 9 re TV AL II, effective April 1, 2003.

6. The employee must furnish proof of creditable periods of employment.

SECTION 4
WORKHOURS

ARTICLE 9
REGULAR WORKHOURS

1. a) Regular workhours amount to 38.5 hours per week, excluding breaks.

   b) Regular workhours may be extended to up to 40 hours per workweek for operational reasons.

   Note for the Record.
   This extension of regular workhours may only be used as long as no more than 20 percent of the employees of a works-council agency within the meaning of the Protocol of Signature re Article 56, paragraph 9, of the Supplementary Agreement (SA) to the NATO SOFA are affected. Employees whose regular workhours are extended pursuant to other provisions of this Tariff Agreement will not be considered for the quota or its computation.

Paragraph 1 was last modified by Tariff Agreement Amendment No. 23 re TV AL II, effective April 1, 2006.

2. a) In deviation from paragraph 1, the regular workhours may be extended to up to 48 hours per workweek if the time exceeding the regular workhours under paragraph 1 normally consists of stand-by duty or stand-by service.

b) **Stand-by duty** is the time during which the employee must be present at the worksite or at any other place designated by the employing agency—but outside his or her private area—in order to start work immediately, if necessary.

Stand-by service is performed when the employee must be present at a place designated by the employer for purposes of the operation in order to be able to take up the full scope of work when called on.

Periods of stand-by duty and stand-by service are considered full workhours within the scope of the hours established for the workweek in accordance with paragraph 1 or 2a.

They may also be considered overtime within the meaning of Article 10, paragraph 1.

Paragraph 2 was last modified by Tariff Agreement Amendment No. 26 re TV AL II, effective August 1, 2006.

3. a) For operational reasons, regular workhours may be distributed unevenly over several weeks but only to the extent that a balance will be reached within 12 calendar months.

b) (1) Employees working in shifts at worksites that need to be continuously staffed and other employees performing shift work – if required for operational reasons – may be required to perform an additional 1.5 hours per workweek above the workhours established in paragraph 1 or 2a.

These employees will be granted days or shifts off with full pay to ensure that the average regular workhours as established in paragraph 1 or 2a or in the special provisions of the appendixes supplementing or replacing these provisions are not exceeded within a period of 12 calendar months.

Remaining fractions of days or shifts off will be carried forward to the next pay period.

Note for the Record.
Article 33, paragraphs 2b and c, will not apply in conjunction with granting days or shifts off. Consequently, periods of leave will not be considered when computing the days or shifts off.

(2) The days or shifts off according to subparagraph (1) above will be established in advance. Preferential consideration will be given to operational requirements.

The days or shifts off may be established for each individual employee or uniformly for groups of employees or the entire activity.

c) When regular workhours are distributed in accordance with the provisions of paragraphs 3a and 3b, no more than 10 hours should be scheduled for any one workday unless the workhours regularly or to a considerable extent include stand-by duty or stand-by service.

Paragraph 3 was last modified by Tariff Agreement Amendment No. 23 re TV AL II, effective April 1, 2006.

4. Changes in the workhour schedule established at the activity in accordance with the provisions of paragraphs 1, 2, and 3 will be announced 1 week in advance.

Paragraph 4 was last modified by Change No. 9 – I – TV AL II, effective April 1, 1976.

5. a) If, on request of the employing unit, at least 2 additional hours are worked immediately following the established regular workhours for that workday, 10 minutes of the additional hours will be a break period to be counted and paid as hours worked.

   If, however, the regular workhours on that day are less than 8 hours, the above provision will apply only when a total of at least 10 hours must be worked.

   If possible, the break should be taken immediately following the end of the regular workhours established for that workday.

   b) If, on request of the employing unit, more than 2 hours are worked immediately following the established regular workhours for that workday, the employee will be entitled to a paid 10-minute break period for each 2 full additional hours worked.

Paragraph 5 was last modified by Change No. 9 – I – TV AL II, effective April 1, 1976.

6. A workweek is the period from 0000 Monday to 2400 Sunday.

Paragraph 6 was last modified by Change No. 9 – I – TV AL II, effective April 1, 1976.

7. a) Workhours begin and end at the place where the employee performs his or her work (workplace) or where he or she must report before starting or after finishing work.

   b) When the distance from the entrance of the employing agency – nearest to the workplace – or from the stop of public transportation within the area of the installation to the workplace is more than 2 km and no transportation is provided by the activity, the workhours begin and end at the entrance of the employing agency or at the public transportation stop, respectively.

   c) If the vehicle provided by the activity for transportation of the employee to the employing agency or workplace does not arrive on time, the employee is entitled to payment of the earnings he or she would have received if the time had not been lost.

Paragraph 7 was last modified by Tariff Agreement Amendment No. 23 re TV AL II, effective April 1, 2006.

8. Employees may, if required for operational reasons, be assigned to perform on-call duty pursuant to the following provisions.

   Upon request, temporary or indefinite exemption from on-call duty may be granted to individual employees for serious personal reasons unless there is a conflict with compelling operational reasons.

   a) During on-call duty, employees are basically free to choose the location where they spend their time. The employee must nevertheless ensure that he or she can be contacted at any time during on-call duty so that he or she can start working immediately when required.

   b) Periods of on-call duty will not be considered hours of work. On-call duty will be performed outside the established regular workhours.

   c) Without his or her consent, an employee may not be assigned to perform on-call duty for more than 14 days per month, including no more than 2 weekends.

Without his or her consent, an employee may not be assigned to perform on-call duty on weekends adjoining a multi-day annual leave period.

d) Hours of on-call duty will be compensated by 12.5 percent – hours of on-call duty on a Saturday, Sunday, or legal holiday by 20 percent – of the hourly basic compensation (Art. 16, paras 1a and 3).

e) Employees who are called to work during on-call duty will receive the compensation according to paragraph d) above and, in addition, his or her personal hourly rate, if applicable to include supplements, for the actual time worked and for travel time. If the sum of accumulating periods of work during on-call duty is less than 3 hours, an employee will receive compensation for a minimum of 3 hours, to include supplements such as overtime.

Official phone calls (responding to technical questions and technical consultation) will also be regarded as actual time worked. If an employee does not have to leave his or her location and the total period of accumulated time worked (official phone calls) does not exceed 1 hour, he or she will receive compensation for at least 1 hour, to include supplements such as overtime. Furthermore, an employee will receive compensation for actual time worked.

f) An employee will be reimbursed for expenses incurred for phone calls, use of public or personal transportation. The provisions of Appendix R, paragraph II, will be applied accordingly to reimbursement of travel costs.

g) Actual time worked during on-call duty after the end of the regular daily workhours and exceeding 10 hours in one day will be applied to the next day; it will be compensated on that day in such a manner as to ensure that no more than 10 hours of work are performed.

h) Should an employee, as a result of rest periods for work performed during on-call duty, be prevented from starting work on his or her established regular workhours, compensation for the resulting lost workhours will be compensated the same as regular workhours based on tariff provisions.

i) In order to take due account of the characteristic nature of this duty, the rest period for periods of on-call duty will be reduced according to section 7(1)3 of the *Arbeitszeitgesetz* (*ArbZG*) (German Work Time Law) by 2 hours to a total of 9 hours. The corresponding compensation for this measure will be established within 24 weeks.

Further reductions of the rest period according to section 7(2)1 and 4 *ArbZG* and associated details, to include those relating to section 7(1) *ArbZG*, may be regulated by a shop agreement.

Paragraph 8 was added by Tariff Agreement Amendment No. 32 re TV AL II, effective March 1, 2009.

ARTICLE 10
OVERTIME

(Article 10 was last revised by Change No. 15 – I – TV AL II, effective January 1, 1986.)

1. Overtime hours are those workhours worked by the employee on request of the employing unit in addition to the regular weekly workhours established according to Article 9, paragraph 1, 2, or 3. Overtime hours should only be demanded in urgent cases.

2. In determining overtime hours, all hours lost for the following reasons will be counted as workhours unless hours are accrued in advance or made up later based on legal or tariff provisions:

   a) Legal holidays.

   b) Paid or unpaid time off.

   c) Paid non-productive time.

   d) Annual or additional leave.

   e) Sickness or on-the-job accident.

3. Overtime hours will be compensated by the hourly basic compensation (Art. 16, paras 1a and 3) plus an overtime supplement (Art. 20, para 1a) (overtime pay).

4. The basic compensation for overtime will be in the form of an appropriate length of paid time off within the following 12 calendar months, provided there are no opposing operational requirements.

Paragraph 4 was last modified by Tariff Agreement Amendment No. 23 re TV AL II, effective April 1, 2006.

ARTICLE 11
NIGHT WORK

1. Night work is work performed between 2100 and 0600.

2. a) The pay supplement for night work is established in Article 20.

   b) When night work does not immediately follow the daily workhours of the activity, the earnings (including supplements) for 2 workhours will be paid as a minimum.

Paragraph 2 was last modified by Change No. 9 – I – TV AL II, effective April 1, 1976.

ARTICLE 12
SUNDAY WORK

1. Sunday work is work performed on Sundays between 0000 and 2400.

2. a) In activities whose mission normally requires Sunday work, such work must be performed within the established regular weekly workhours.

   b) The work schedule, however, will provide for at least 2 Sundays off for each employee in each calendar month, unless exceptional operational circumstances make it impossible to observe this rule.

3. a) The pay supplement for Sunday work is established in Article 20.

   b) For occasional Sunday work, the earnings (including supplements) for 3 workhours will be paid as a minimum.

4. a) The work schedule for employees who, within their regular workhours (para 2), must work 4 or more hours on Sundays, will provide for 1 workday off (0000 to 2400) within the preceding, the same, or the following week. This will also apply if a German legal holiday falls on such a Sunday.

   Paragraph 4a was last modified by Change No. 9 – I – TV AL II, effective April 1, 1976.

   b) If, in an exceptional case, an employee is required to work on the scheduled day off, the supplement established in Article 20, paragraph 1d, will be paid for the work performed on Sunday.

   Paragraph 4b was last modified by Change No. 2 – I – TV AL II, effective January 1, 1969.

ARTICLE 13
HOLIDAY WORK

1. Holiday work is work performed between 0000 and 2400 on German legal holidays, including holidays falling on Sundays, as well as on Easter Sunday and Whitsunday.

2. In activities whose mission also requires holiday work (para 1), such work must be performed within the established regular weekly workhours.

Paragraph 2 was last modified by Change No. 2 – I – TV AL II, effective January 1, 1969.

3. a) The pay supplement for holiday work is established in Article 20.

   b) For occasional holiday work, the earnings (including supplements) for 3 workhours will be paid as a minimum.

4. a) The work schedule for employees who, within their regular workhours (para 2), must work on holidays for 4 hours or more (para 1), will provide for one workday off (0000 to 2400) within the preceding, the same, or the following week.

b) The earnings for the day off will be paid to the employee as if he or she had worked the regularly scheduled workhours.
The provision of Article 27, paragraph 3a, will apply analogously to this day.

c) If time off cannot be granted, the supplement established in Article 20, paragraph 1f, will be paid for the work performed on the holiday.

Paragraph 4 was last modified by Change No. 9 – I – TV AL II, effective April 1, 1976.

ARTICLE 14
SHIFT AND ROTATING SHIFT

(Article 14 was last revised by Tariff Agreement Amendment No. 23 re TV AL II, effective April 1, 2006.)

1. a) Work is considered to be shift work if, according to a shift schedule, the employee's daily start of work alternates with a different day shift or night shift at intervals not to exceed 1 month.

   A change between shifts is not considered to be in the meaning of this provision if the workshifts overlap by more than 3½ hours.

   b) The allowance for shift work is established in Article 21, paragraph 3a.

2. a) Work is considered to be rotating shift work if, according to a shift schedule, the employee's daily start of work alternates between three or more shifts, to include one shift of night work, at intervals not to exceed 1 month.
   A change between shifts is not considered to be in the meaning of this provision if the workshifts overlap by more than 3½ hours.

   b) The allowance for rotating shift work is established in Article 21, paragraph 3b.

SECTION 5
PRINCIPLES OF REMUNERATION

ARTICLE 15
WAGE AND SALARY

(Article 15 was last revised by Change No. 9 – I – TV AL II, effective April 1, 1976.)

1. For the performance of work,

   a) The wage earner will be paid monthly wages (hourly or weekly wages, pay for shift work or piecework may also be agreed on).

   b) The salaried employee will be paid a monthly salary.

   c) The apprentice will be paid apprentice compensation.

Paragraph 1 was last modified by Change No. 15 – I – TV AL II, effective January 1, 1986.

2. The tariff wages, salaries, and apprentice compensation are established in Major Part III (Arts. 60-63) and in the special provisions of the appendixes – in Part III of the special provisions of the appendixes.

ARTICLE 16
COMPUTATION OF EARNINGS

(Article 16 was last revised by Change No. 9 – I – TV AL II, effective April 1, 1976.)

1. Remuneration Components.

a) Basic Compensation.

(1) Wage or salary per schedule, if appropriate in consideration of the wage group (Arts 56 and 57, para 2a).

(2) Not used.

(3) Performance allowance (Art. 21, para 1).

(4) Personal supplement, pay protection supplement (for example, Arts 5 and 8, *Tarifvertrag vom 2. Juli 1997 über Rationalisierungs-, Kündigungs- und Einkommensschutz (Schutz TV)* (Tariff Agreement, July 2, 1997, Protection From Rationalization Measures, Termination of Employment, and Income Protection (Protection Agreement)).

(5) Not used.

(6) Leader supplement (Art. 57, para 2b; note for the record re Art. 62); foreman supplement (app D, para I.3).

(7) Not used.

b) Allowances or Supplements in Addition to Basic Compensation.

(8) Supplements for overtime hours, night work, Sunday work, holiday work (Art. 20, para 1), extension supplement (Art. 20, para 2), and severity allowance (Art. 21, para 4).

c) Other Remuneration Components.

(9) Compensation for stand-by duty and on-call duty of medical personnel (app K, para I.4b).

(10) Compensation for on-call duty (Art. 9, para 8) in other cases.

(11) Functional allowance (Art. 21, para 2).

(12) Sick pay supplement (Art. 29, para 3).

(13) Supplement to maternity benefits (sec 14, *Mutterschutzgesetz (MuSchG)* (Law on Protection of Employed Mothers)).

(14) Shift allowance and rotating shift allowance (Art. 21, para 3).

(15) Flat rate maneuver compensation (app M, para 3).

Paragraph 1 was last modified as follows:
1a(1) by Tariff Agreement Amendment No. 9 re TV AL II, effective April 1, 2003.
1a(2) by Change No. 11 – I – TV AL II, effective November 1, 1979.
1a(4) by Change No. 22 – I – TV AL II, effective August 1, 1997.
1a(5) by Tariff Agreement Amendment No. 9 re TV AL II, effective April 1, 2003.
1a(6) by Tariff Agreement Amendment No. 21 re TV AL II, effective June 1, 2005.
1a(7) by Tariff Agreement Amendment No. 9 re TV AL II, effective April 1, 2003.
1b(8) by Tariff Agreement Amendment No. 32 re TV AL II, effective March 1, 2009.
1c(9) by Tariff Agreement Amendment No. 18 re TV AL II, effective April 1, 2005.
1c(10) by Tariff Agreement Amendment No. 32 re TV AL II, effective March 1, 2009.
1c(12) by Change No. 22 – I – TV AL II, effective August 1, 1997.
1c(15) by Change No. 23 – I – TV AL II, effective October 1, 2000.

2. Basic Compensation for Extended Regular Workhours and Part-Time Employment.

a) When the regular workhours of an employee who is paid a monthly wage or salary are extended beyond 38.5 hours per week, the monthly wage established in the applicable wage or salary schedule for a 38.5-hour workweek (wage or salary per schedule – para 1a item (1) –) will be converted to the extended workhours by using the factor (x : 38.5); x represents the number of the established extended regular weekly workhours. Similarly, performance allowances, leader supplements, or foreman supplements [para 1a items (3) and (6)] agreed on or computed as monthly amounts for a regular workweek of 38.5 hours will be converted to the extended workhours.

Paragraph 2a was last modified by Tariff Agreement Amendment No. 18 re TV AL II, effective April 1, 2005.

b) The basic compensation for part-time employment will also be determined according to the computation method in subparagraph a); in this case, factor x represents the weekly part-time workhours established in the employment contract.

Paragraph 2 was last modified by Change No. 16 – I – TV AL II, effective January 1, 1987.

3. Hourly Basic Compensation.

For employees receiving monthly wages or salaries, the hourly basic compensation will be 1/167 of the monthly basic compensation (Art. 16, para 1a) computed for regular workhours established in accordance with Article 9, paragraph 1.

Paragraph 3 was last modified by Change No. 15 – I – TV AL II, effective January 1, 1986.

4. Earnings.

a) Gross earnings include the remuneration components listed in paragraph 1, items (1) through (15).

b) Retroactive payments will only be considered for the pay period during which they were earned.

The *Spitzenbetrag* (total of the pay components not paid in the preceding month) (Art. 22, para 2d) is not a retroactive payment.

c) Net earnings are the gross earnings reduced by statutory payroll deductions.

5. Flat Rate Payments of Supplements and Allowances.

Payment of flat rates instead of hourly supplements or allowances may be arranged for by individual agreement. Such arrangement is subject to the condition that the flat rate may not be less favorable to the employee than the average amount resulting from hourly computation.

The amount of overtime supplements included in a flat rate must be recognizable.

The flat rate agreement may be canceled at any time to the end of a pay period without the need to terminate the employment contract.

6. Partial Monthly Pay.

Partial monthly payments for employees receiving a monthly wage or monthly salary will be computed as follows:

a) If an employee is entitled to a monthly wage or monthly salary, or to individual remuneration components established as monthly amounts, and such entitlement does not cover every calendar day of a month, the employee will receive the compensation which equals the proportion of the calendar days of the period of entitlement to the total number of calendar days of the respective month. Workshifts that extend over 2 calendar days will be credited to the calendar day on which the shift begins.

b) Days that are considered work free in the context of the distribution of the regular workhours will, as a matter of principle, be added to the calendar days for which compensation is due. However, this will not apply if the employee is not entitled to compensation for the last workday before **and** the first workday following the day/days off.

c) If the employee is not entitled to compensation for the total number of regular workhours established for a day, compensation will be reduced for each hour not worked by the fraction of the monthly amount computed in accordance with paragraph 3.

d) If the amount of compensation changes during the calendar month, the portions due for the individual periods of entitlement will be computed by applying the provisions of subparagraph a) accordingly.

Paragraph 6 was last revised by Change No. 20 – I – TV AL II, effective January 1, 1994.

7. Sequence of Computation.

In computing the basic compensation, the sequence of items (1) through (7) in paragraph 1a will be followed.

Allowances or supplements in accordance with paragraph 1b will be computed based on the hourly basic compensation (para 3).

The other remuneration components in accordance with paragraph 1c will be paid along with the basic compensation and the allowances or supplements paid in addition to the basic compensation.

Paragraph 7 was last modified by Tariff Agreement Amendment No. 4 re TV AL II, effective January 1, 2002.

8. Effective Date of Payments bound by Time Limits.

If earnings depend on attainment of a certain age, the expiration of a waiting period, or obtaining proof of qualification, they will be paid effective the beginning of the calendar month in which the qualifying event occurs.

ARTICLE 17
REGULAR EARNINGS

(Article 17 was last revised by Change No. 20 – I – TV AL II, effective January 1, 1994.)

1. Regular earnings within the meaning of the following provisions will be paid in all cases in which remuneration of an employee is not tied to performance of work (periods of non-productive time). The earnings will be computed based on tariff provisions in accordance with Article 17.

2. Regular earnings consist of—

   a) Basic compensation (Art, 16 para 1a) which an employee, had he or she worked, would have received for the workhours established for the period of non-productive time.

   b) Allowances or supplements (Art. 16, para 1b) and other remuneration components (Art. 16, para 1c) which are established as monthly flat rates.

   c) A compensatory allowance in accordance with paragraph 3.

3. a) The compensatory allowance equals the monthly average of the total—

      (1) Basic compensations (Art. 16, paras 1a and 3) for overtime hours paid to an employee for the computation period in accordance with subparagraph b.

      (2) Allowances or supplements (Art. 16, para 1b) and other remuneration components (Art. 16, para 1c) - except for items (12) and (13) - paid to an employee for the computation period in accordance with subparagraph b) unless already covered under paragraph 2b.

b) The determination period for computing the monthly average are the 12 calendar months preceding the current accounting month. If employment has only been taken up during the last 12 months, or if employment has been suspended, the computation period will be reduced accordingly.

c) The compensatory allowance due for parts of the month will be computed in accordance with the provision of Article 16, paragraph 6.

ARTICLE 18
– NOT USED –

(Article 18 was rescinded by Tariff Agreement Amendment No. 9 re TV AL II, effective April 1, 2003.)

ARTICLE 19
LENGTH OF SERVICE ALLOWANCE

(Article 19 was last revised by Change No. 11 – I – TV AL II, effective November 1, 1979.)

In accordance with the provisions of Article 55, salaried employees will receive salary step allowances as included in Salary Schedule C (Art. 63). Deviations as well as length of service allowances (wage step allowances) for wage earners are established in the respective special provisions of the appendixes.

ARTICLE 20
TIME SUPPLEMENTS

(Article 20 was last revised by Change No. 9 – I – TV AL II, effective April 1, 1976, and last modified by Tariff Agreement Amendment No. 40 re TV AL II, effective January 1, 2012.)

1. The following time supplements will be paid for—

a) Overtime hours

(1) Up to the 5th overtime hour: 25 percent

(2) From the 6th overtime hour on: 30 percent

b) Night work: 25 percent

c) Sunday work for which a day off is granted pursuant to Article 12, paragraph 4a: 25 percent

d) Other Sunday work: 50 percent

e) Holiday work for which time off is granted pursuant to Article 13, paragraph 4a: 50 percent

f) Other holiday work: 100 percent

of the hourly basic compensation (Art. 16, paras 1a and 3).

2. a) The employee will be paid an extension supplement for those workhours that have been established as regular workhours and that exceed the weekly workhours established in Article 9, paragraph 1a.

   The extension supplement amounts to—

   (1) 12 percent in case of an extension of workhours in accordance with Article 9, paragraph 1b;

   (2) 10 percent in case of an extension of workhours in accordance with Article 9, paragraph 2a;

   of the hourly basic compensation (Art. 16, paras 1a and 3).

   b) For purposes of computing the extension supplement for employees who are paid monthly wages/salaries, the number of workhours per month which are subject to payment of an extension supplement will be determined by using the following formula: weekly workhours subject to payment of an extension supplement x 13 : 3.

Paragraph 2 was last modified by Tariff Agreement Amendment No. 23 re TV AL II, effective April 1, 2006.

3. If the prerequisites for payment of several supplements pursuant to paragraph 1 or 2 are fulfilled, the supplements will be paid together. However, this does not apply if—
   - Supplements for Sunday work coincide with supplements for holiday work.
   - Supplements for night work coincide with supplements for holiday work pursuant to paragraph 1f.
   In these cases the highest supplement will be paid respectively.

4. a) The supplements (paras 1 and 2) will be paid in addition to the hourly basic compensation.

   b) With regard to compensation for night work, Sunday work, or holiday work; the monthly basic compensation (Art. 16, paras 1a and 2) for those employees who receive a monthly wage or salary already includes the basic compensation for the respective workhours – unless it concerns overtime hours (Art. 10, paras 1 and 2).

5. Deleted.

Paragraph 5 was deleted by Tariff Agreement Amendment No.40 re TV AL II , effective January 1,2012.

6. Time supplements may not be compensated for by time off.

ARTICLE 21
OTHER ALLOWANCES

1. Performance Allowances.

a) The employing agency may pay a performance allowance.

b) Wage earners who work in an assembly or production line where the pace of the work flow is dictated by machines or by a preset time so that each employee involved must complete his or her work process in the established time frame and there is no time to perform other work will be paid an allowance amounting to 10 percent for the respective workhours.

c) The allowances (performance allowance; assembly line allowance; production line allowance) will be computed from the wage or salary resulting from Article 16, paragraph 1a, item (1), above.

Paragraph 1 was last modified by Change No. 11 – I – TV AL II, effective November 1, 1979.

2. Functional Allowance.

Employees who are required to perform a special function which is not included in the criteria of their wage or salary group, or on whom other special requirements are imposed may receive a functional allowance in an adequate amount.

Paragraph 2 was last modified by Change No. 2 – I – TV AL II, effective January 1, 1969.

3. Shift and Rotating Shift Allowance.

a) A shift allowance will be paid for shift work (Art. 14, para 1).
The allowance per shift will amount to €2.50

b) A rotating shift allowance will be paid for rotating shift work (Art. 14, para 2).
The allowance per shift will amount to €5.00

Paragraph 3 was last modified by Tariff Agreement Amendment No. 23 re TV AL II, effective April 1, 2006.

4. Severity Allowances.

a) As a matter of principle, severe working conditions – see subparagraph b) – are compensated for by the wage or salary agreed on in this Tariff Agreement unless severity allowances have been separately agreed on for such conditions in appendix S.

b) Severe working conditions exist when work—

(1) Heavily soils either the employee's body or the employee's own work clothing.

(2) Is particularly hazardous, repulsive, or unhealthy.

(3) Is physically exceptionally strenuous.

(4) Must be performed under particularly aggravating circumstances.

Paragraph 4 was last modified by Change No. 23 – I – TV AL II, effective April 1, 2006.

ARTICLE 22
DISBURSEMENT OF EARNINGS

(Article 22 was last revised by Change No. 9 – I – TV AL II, effective April 1, 1976.)

1. The earnings will be computed for 1 calendar month and be paid on the last workday of a month by transfer to a domestic bank account or postal checking account to be designated by the employee.

Paragraph 1 was last modified by Change No. 16 – I – TV AL II, effective January 1, 1987.

2. Earnings paid for the current month will be—

   a) The basic compensation based on the established regular workhours.

   b) Regularly occurring supplements and allowances.

   c) Other regularly occurring remuneration components.

   d) A balance from a preceding month (*Spitzenbetrag*).

   This balance represents the total of the pay components that were not paid in the preceding month. Amounts overpaid in the preceding month will be balanced.

3. At the end of the pay period the employee will be furnished a pay voucher that separately lists the earnings and deductions for the entire period.

   The pay voucher must identify the individual remuneration components (Art. 16, para 1) and the individual types of deductions. A new pay voucher is only required if there are any changes regarding the earnings or deductions as compared to the last pay voucher.

Paragraph 3 was last modified by Change No. 18 – I – TV AL II, effective January 1, 1989.

4. a) Final payments to separating employees will be made without delay.

   b) If a Tariff Agreement related to the *TV AL II* results in a back payment to an employee whose employment has already ended, such back payment will be made immediately if and as soon as the authorizing or paying agency has received the necessary records (for example, tax card).

Paragraph 4 was last modified by Change No. 10 – I – TV AL II, effective January 1, 1979.

ARTICLE 23
PAYMENTS-IN-KIND

Payments-in-kind may not be agreed on in lieu of monetary compensation.

ARTICLE 24
– NOT USED –

(Article 24 was rescinded by Change No. 5 – I – TV AL II, effective July 1, 1973.)

ARTICLE 25
– NOT USED –

(Article 25 was rescinded by Tariff Agreement Amendment No. 9 re TV AL II, effective April 1, 2003.)

SECTION 6
LOSS OF WORK TIME

ARTICLE 26
NON-PRODUCTIVE TIME

1. An employee may be absent from work only with the approval of the employing agency. If, due to the given circumstances, approval cannot be obtained in advance, it must be requested without delay.

2. a) If the reasons for non-productive time are beyond the employee's influence, the employee is entitled to payment of the earnings that he or she would have received for his or her established regular workhours had he or she worked.

   b) If a temporary breakdown of operations results in non-productive time, and such time is at the employee's disposal, the employing agency may require that the non-productive time be made up within the limits of the pertinent legal provisions, in particular the *Arbeitszeitordnung* (Work Time Ordinance). The employing agency may require that the non-productive time be made up within a 2-week period, which begins on the first workday after the operational breakdown has come to an end.

   c) Payment of earnings as defined in subparagraph a) above will be continued for a maximum period of 2 workdays for employee who are prevented from performing work by the effects of an Act of God—
   - In the area of his or her duty station.
   - In the area of his or her domicile.
   - On the way between duty station and domicile.

Paragraph 2 was last modified by Change No. 9 – I – TV AL II, effective April 1, 1976.

3. a) If an employee who is fit for work is precluded from working by order of a health authority because there is danger of him or her transmitting germs and assignment to other work that can be expected of him or her is not possible, he or she will be entitled to a subsidy amounting to the difference between the statutory compensation and 100 percent of the regular net earnings (Art. 17).

   b) If such order is given solely by the employing agency, paragraph 2a will apply.

ARTICLE 27
HOLIDAYS

(Article 27 was last revised by Change No. 9 – I – TV AL II, effective April 1, 1976.)

1. For workhours lost due to a German legal holiday, the earnings that the employee would have received if he or she had worked will be paid.

2. a) Employees will not be entitled to time off on holidays of the Stationing Forces that do not coincide with German legal holidays.

   b) If, however, an employee has not been asked to work or if an employee has not been given the opportunity to work, he or she will be entitled to payment of earnings he or she would have received for his or her established regular workhours if he or she had worked.

3. The employee will not be entitled to pay in accordance with paragraph 1 or 2b for workhours lost on a holiday if he or she—

   a) Is absent from work unexcused on the last workday preceding or the first workday following a work-free holiday.

   b) Was on leave without pay on the last workday preceding and the first workday following a work-free holiday.

   However, this does not apply if, on these two days, time off with pay was granted under the provisions of Article 28, paragraph 4.

ARTICLE 28
EXCUSED FROM WORK

(Article 28 was last revised by Tariff Agreement Amendment No. 9 re TV AL II, effective April 1, 2003, and last modified by Tariff Agreement Amendment No.42 re TV AL II, effective February 1, 2013.)

1. On request and production of evidence, the employee will be given time off with payment of the earnings which he or she would have received for his or her established regular workhours if he or she had worked in the following cases:

   a) Three workdays
   for death of spouse or registered civil partner.

   b) Two workdays for—

      (1) The employee's own marriage or establishment of a registered civil partnership.

      (2) Confinement of wife or registered civil partner.

(3) Death of family members (children; foster, adopted, or stepchildren; parents; foster, adoptive, or stepparents; brothers or sisters; stepbrothers or stepsisters; grandparents; parents-in-law).

Paragraph 1b) was last modified by Tariff Agreement Amendment No. 40 re TV AL II, effective January 1, 2012.

(4) Relocation due to change of duty station.

c) One workday for—

(1) Relocation of an employee with own household for a reason other than in subparagraph b), item (4).

(2) Own 25th wedding anniversary.

d) Up to 3 workdays each
for serious illness of spouse or registered civil partner in unusual cases.

e) Up to 2 workdays each
for serious illness of Family members as defined in subparagraph b) (3), the spouse, or registered partner, provided that all of the following apply:

- The Family member lives in a joint household with the employee.
- A medical certificate shows that care of the sick person is imperative.
- The employee has to personally assume responsibility for care because no other person is available for the task.
- There is no entitlement to time off in accordance with subparagraph f) for the current calendar year.

Paragraph 1e) was last modified by Tariff Agreement Amendment No. 40 re TV AL II, effective January 1, 2012.

f) Up to a period of 2 workdays
for serious illness of a child—
- Under the requirements of section 45, paragraph 1, of *Sozialgesetzbuch (SGB)* V (Social Security Code V) and
- If entitlements to unpaid time off in accordance with paragraph 6 and sick pay in accordance with section 45, *SGB V*, do not or do no longer exist for the current calendar year.

Over the course of the year, release may be claimed for various cases of illness of a child.

Paragraph 1f) was last modified by Tariff Agreement Amendment No. 40 re TV AL II, effective January 1, 2012.

g) Up to a maximum of 1 workday each—

(1) When summoned to appear before an authority with no fault of the employee and loss of pay is not compensated by the authority.

(2) For the performance of general civic duties under German law and public honorary functions (for example, honorary judge, lay judge, polling clerk, member of an autonomous body) provided that loss of pay is not reimbursed (para 4).

(3) For a first-time physician consultation.

h) For the time absolutely necessary for scheduled medical examinations or treatment if appointments cannot be scheduled off duty.

2. On request of one of the contracting labor unions, time off with payment of earnings that the employee would have received for his or her established regular workhours if he or she had worked should be granted up to a total of 6 workdays in a calendar year unless it is inconsistent with operational requirements.

   For participation in meetings of a labor union executive board above the local level of which the employee is a member, or of labor union meetings at international, Federal, or *Land* level (or district level if no *Land* level exists in the organization of the employee's labor union) if the employee attends as a member of a labor union executive board or as a delegate.

3. On request of one of the contracting labor unions, time off with payment of earnings that the employee would have received for his or her established regular workhours if he or she had worked may be granted without limitation for participation in tariff negotiations for employees of the Stationing Forces.

4. a) When an employee is given time off for performing functions as specified in paragraph 1g(2), and receives full reimbursement for loss of pay from another agency, his or her earnings will first be so computed as if he or she had worked.

   b) The employee will be furnished a certificate showing the total amount of earnings lost—including the employer's share of social insurance—for presentation to the agency responsible for reimbursement.

   c) An amount as computed pursuant to paragraph b) may be withheld from the earnings.

5. a) On December 24 and 31, time off will be granted.

   b) If time off cannot be granted because of operational requirements, equivalent time off will be granted on another workday. If this is also not possible, a supplement in accordance with Article 20, paragraph 1f, will be paid for the work performed on December 24.

   c) For the regular workhours lost due to time off granted under subparagraph a) or subparagraph b), sentence 1, the employee will be paid the earnings that he or she would have received for his or her established regular workhours if he or she had worked.

   Paragraph 5a) was last modified by Tariff Agreement Amendment No. 42 re TV AL II, effective February 1, 2013.
   Paragraph 5b) was last modified by Tariff Agreement Amendment No. 37 re TV AL II, effective July 15, 2011.

6. Sick pay supplement.

a) Employees who are entitled to benefits in accordance with section 45, *SGB V* (sick pay for illness of a child), during serious illness of natural, foster, adoptive, or stepchildren will be entitled to time off without pay for this time.

b) For the duration of payment of sick pay in accordance with section 45, *SGB V*, a sick pay supplement will be paid subject to the application of Article 29, paragraph 3c.

SECTION 7
UNFITNESS FOR WORK

ARTICLE 29
SICK PAY

(Article 29 was last revised by Change No. 22 – I – TV AL II, effective August 1, 1997.)

1. If an employee cannot perform work because of unfitness for work caused by sickness, he or she is entitled to—
   a) Continued payment of earnings in accordance with paragraph 2.

   b) A sick pay supplement in accordance with paragraph 3.
   There is no entitlement to continued payment of earnings or payment of a sick pay supplement if unfitness for work was caused by the employee's fault.

2. a) For the time the employee is prevented from performing work because of unfitness for work, he or she will retain his or her entitlement to payment of earnings for a period of up to 6 weeks.

   b) In case of an on-the-job accident or an occupational disease which the employee contracted in working with the stationing forces of the same Sending State, he or she will, in deviation from subparagraph a), retain his or her entitlement to payment of earnings for a period of up to 12 weeks.

   c) If, during a period of 12 months from the time the unfitness for work began, an employee becomes unfit for work again because of the same sickness, he or she will be entitled to continued payment of earnings only up to a total of 6 – in case of subparagraph b) 12 – weeks. However, if he or she was not unfit for work because of the same sickness for at least 6 months before the renewed unfitness for work, he or she will again be entitled to continued payment of earnings for a period of up to 6 – in case of subparagraph b) 12 – weeks because of the renewed unfitness for work.

   d) Earnings within the meaning of subparagraphs a) through c) are the regular earnings (Art. 17). In case of unfitness for work during a maneuver or military exercise in accordance with appendix M, earnings will be paid pursuant to the relevant provisions of appendix M.

Paragraph 2 was last revised by Tariff Agreement Amendment No. 1 re TV AL II, effective October 1, 2000.

3. a) Following the continued payment of earnings in accordance with paragraph 2, the employee, after a creditable period of employment (Art. 8) of 1 year (waiting period), will be entitled to payment of a sick pay supplement for up to a maximum period of 12 weeks.

b) Within 1 calendar year, the sick pay supplement will be paid for the maximum period applicable in accordance with paragraph a) at the most.

c) (1) The sick pay supplement corresponds to the difference between the sick pay from the statutory health insurance or corresponding payments from another social benefits provider *(Sozialleistungsträger)* and the net amount of the regular earnings (Art. 17).

For computation of the sick pay supplement – in deviation from Article 16, paragraph 6 – the calendar month is considered to have 30 days.

(2) The basis for the computation of the sick pay supplement in accordance with paragraph (1) will be the sick pay reduced by the employer's share to the social insurance contributions.

(3) Employees who are not subject to obligatory statutory health insurance will receive a sick pay supplement to the same extent as employees who are subject to obligatory statutory health insurance.

d) The entitlement to payment of the sick pay supplement will cease on termination of employment.

Paragraph 3 was last revised by Tariff Agreement Amendment No. 27 re TV AL II, effective March 1, 2007.

4. a) The employee is required to immediately provide the employer notification of his or her unfitness for work and information on its probable duration.

b) If the employee's unfitness for work exceeds 3 calendar days, the employee has to submit on the following workday at the latest a medical certificate on the unfitness for work and its probable duration.

c) In justified cases, the employer is authorized to demand a medical certificate at an earlier time.

d) In justified cases, the employer may require an employee to submit, during a period of unfitness for work, a medical certificate on the employee's unfitness for work from a physician of mutual trust.
The costs will be borne by the employer.

5. The above provisions apply analogously to situations where the employee is prevented from performing work as a result of preventive or rehabilitation treatment. Treatment within the meaning of this paragraph comprises the measures described in section 9 of the *Entgeltfortzahlungsgesetz* (Law on Continued Payment of Earnings).

ARTICLE 30
SICK PAY IN CASE OF THIRD PARTY LIABILITY

(Article 30 was last revised by Change No. 22 – I – TV AL II, effective August 1, 1997.)

1. If, based on legitimate regulations, an employee has a legal claim against a third party for compensation of loss of earnings caused by unfitness for work, the employee is required to—

a) Refrain from any disposition of claims for compensation.

b) Assign his or her claims for compensation to the employer and state that he or she has not previously disposed of the claims.

2. The employer is authorized to refuse payment of sick pay as long as the employee does not fulfill his or her responsibilities under paragraph 1. This does not apply if the employee is not responsible for the violation of these responsibilities.

3. a) A claim transferred in accordance with paragraph 1b cannot be asserted to the employee's disadvantage.

b) When asserting an assigned claim, an employee's claim which exceeds that of the employer and is not obviously unwarranted may not be neglected.

If the compensation obtained exceeds the payments made by the employer, the employee will be paid the difference.

ARTICLE 31
– NOT USED –

(Article 31 was rescinded by Change No. 22 – I – TV AL II, effective August 1, 1997.)

ARTICLE 32
– NOT USED –

(Article 32 was rescinded by Change No. 22 – I – TV AL II, effective August 1, 1997.)

SECTION 8
LEAVE PROVISIONS

ARTICLE 33
ANNUAL LEAVE*

(Article 33 was last revised by Change No. 14 – I – TV AL II, effective January 1, 1984.)

1. Leave Entitlement.

a) Employees are entitled to paid annual leave in each calendar year (leave year) in accordance with the following provisions.

Employees whose average regular weekly workhours are distributed over 5 workdays in a calendar week (5-day week) are entitled to 30 workdays of annual leave.

Paragraph 2 establishes the entitlement of leave for those employees whose regularly weekly workhours are distributed differently over the workweek.

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* *For information by the parties to the Tariff Agreement re Articles 33 and 34, see page 47.*

b) Leave days granted, or paid, or still to be paid by a former employer for the current calendar year will reduce the leave entitlement accordingly.

2. Definition of "Workdays."

a) Workdays are all calendar days on which the employee has to work or would have to work regularly or according to a duty schedule, with the exception of German legal holidays for which no compensatory time-off is granted.

If a workshift does not end on the calendar day it started, the calendar day on which it started will count as a workday.

b) If the average regular weekly workhours are distributed regularly or according to a duty schedule over more than 5 workdays in the calendar week in the average of the leave year, leave will be increased by 1/250 of the leave entitlement in accordance with paragraph 1a) for each additional workday in the leave year. If computation results in fractions of a leave day, the fraction will be disregarded.

c) If the average regular weekly workhours are distributed regularly or according to a duty schedule over less than 5 workdays in the calendar week in the average of the leave year, leave will be reduced by 1/250 of the leave entitlement in accordance with paragraph 1a) for each additional work-free day in the leave year. If computation results in fractions of a leave day, the fraction will be rounded up to a full leave day.

d) If the distribution of workhours is changed permanently or temporarily during the leave year, that number of workdays will serve as the basis that would result if the distribution of workhours relevant for the leave entitlement were to apply to the entire leave year.

3. Waiting Period.

Leave may be taken for the first time 6 months after commencement of employment (waiting period) unless employment is terminated before that date. Periods of employment served with the Stationing Forces (Art. 8, para 1) in the current calendar year before the appointment will be counted toward the waiting period.

4. Partial Leave.

a) If the employment does not exist during the entire calendar year, the employee will be entitled to 1/12 of the leave entitlement for each full calendar month the employment existed; each calendar month during which employment existed for at least 15 calendar days will count as a full calendar month.

Periods during which employment is suspended are not considered as periods of an existing employment within the meaning of this provision.

b) If, at the time employment is terminated, the employee has already received leave in excess of the entitlement, the pay for such leave may not be reclaimed.

c) If employment is terminated for occupational disability or invalidity or because the employee will receive retirement pay, the leave entitlement will be—

(1) 6/12 if employment ends in the first half.

(2) 12/12 if employment ends in the second half of the leave year.

5. Granting of Leave.

a) Leave should be granted and taken in a consecutive period unless this is inconsistent with compelling operational reasons or reasons personal to the employee.

b) If leave is divided, one part must amount to at least half of the leave entitlement for the calendar year.

c) When granting leave, due consideration will be given to the employee's wishes – unless this is inconsistent with compelling operational requirements or interferes with leave requests of other employees who receive priority consideration for social reasons.

6. Transfer of Leave.

a) Leave should be granted and taken within the current calendar year.
Transfer into the next calendar year is permissible only if justified by compelling operational reasons or reasons personal to the employee.

b) When transferred into the next calendar year, leave must be started no later than March 31.
If the employee cannot start leave by March 31 because of unfitness for work, leave must be granted and started within 2 months after fitness for work has been restored.
If a female employee cannot start leave by March 31 because of maternity protection periods or maternity leave under the *MuSchG*, leave must be granted and started within 2 months after expiration of the maternity protection periods or the maternity leave.

c) If the waiting period (para 3) does not expire until the following leave year, leave must be granted and started at the latest by the end of that leave year.

d) If leave is not started by the time in question – however, at the latest by expiration of the calendar year following the leave year – it will be forfeited.

7. Leave Compensation.

a) In principle, leave will be granted as paid time off.

b) If employment is under notice of termination, leave to which the employee is still entitled must be granted during the notice period.

c) If compelling operational reasons or reasons personal to the employee preclude granting of leave until the employment ends, the remaining leave entitlement will be compensated for by cash payment.

8. Unfitness for Work During Leave.

If an employee falls sick while on leave, the workdays on which the employee was unfit for work and which are covered by a medical certificate will not count towards leave, provided that unfitness for work is reported without delay.
In this case, the employee must return to work as originally scheduled, or, if unfitness for work exceeds this date, immediately after fitness for work has been restored.

9. Leave Remuneration.

a) The leave remuneration will be the regular earnings (Art. 17).

b) If leave is taken for more than 10 calendar days and the next payday falls within that period, an adequate partial payment will be made, on the employee's request, on the earnings due on that payday before the beginning of leave.

ARTICLE 34
ADDITIONAL PAID LEAVE*

(Article 34 was last revised by Change No. 14 – I – TV AL II, effective January 1, 1984.)

1. Severely handicapped persons as defined in the Law on Severely Handicapped Persons (*Schwerbehindertengesetz*) as in effect at any given time will be granted 6 workdays of additional leave in each calendar year.

2. Employees who work under health-hazardous conditions will be granted additional paid leave, provided they predominantly work under such conditions for a minimum of 6 months during the calendar year. The type of work that is considered health hazardous and the amount of additional leave are established in the special provisions of the appendixes.

3. Employees who are required to take their entire annual leave in the period between November 1 and March 31 for operational reasons will be granted 3 workdays of additional paid leave. This does not apply if annual leave ends after March 31.

   The additional leave must be granted and started by March 31.

4. The additional leave will be added to the annual leave; the provisions of Article 33 will apply analogously.

SECTION 9
COMPENSATION

ARTICLE 35
EMPLOYMENT OUTSIDE THE REGULAR DUTY STATION

(Article 35 was last revised by Change No. 9 – I – TV AL II, effective April 1, 1976.)

The employee will be reimbursed for additional expenses arising from work assignments that are to be performed outside the permanent duty station in accordance with the provisions of appendix R.

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* *For information by the parties to the Tariff Agreement re Articles 33 and 34, see page 47.*

ARTICLE 36
TOOL ALLOWANCE

If the employing unit requires an employee to provide his or her own equipment or tools, he or she will receive compensation (tool allowance) unless provision of implements or tools is customary to the trade.

The amount of the tool allowance will be established in accordance with regulations that are customary to the employee's trade at the duty station and in consideration of the type and number of the implements or tools provided.

The tool allowance is not part of the employee's earnings (Art. 16, para 4).

Article 36 was last modified by Change No. 9 – I – TV AL II, effective April 1, 1976.

ARTICLE 37
PROTECTIVE AND OCCUPATIONAL CLOTHING

(Article 37 was last revised by Change No. 9 – I – TV AL II, effective April 1, 1976.)

1. For work entailing considerable danger or severe conditions, suitable and adequate protective clothing will be provided by the employing unit for the employee's protection.

2. If special work clothing or equipment is required, details are established in the special provisions of the appendixes.

SECTION 10
SOCIAL PROVISIONS

ARTICLE 38
DEATH BENEFITS

(Article 38 was last revised by Change No. 9 – I – TV AL II, effective April 1, 1976, and last modified by Tariff Agreement Amendment No. 40 re TV AL II, effective January 1, 2012.)

1. a) After an employee's death, the beneficiaries will receive a death benefit.

   b) If the employee did not provide the employer with deviating written information, beneficiaries within the meaning of subparagraph a), in the following sequence, are—

      (1) Family members who are entitled to support regardless of need.

      (2) Persons who lived with the employee in a joint household before his or her death.

      (3) Persons who paid the funeral costs.

Paragraph 1b was last modified by Tariff Agreement Amendment No. 40 re TV AL II, effective January 1, 2012.

2. a) Payment of the death benefit is subject to the condition that, at the time of his or her death, the employee had completed a minimum period of 3 months of creditable employment in the meaning of Article 8.

   b) If death results from a job-related accident, the requirement in paragraph a) does not apply.

3. The death benefit will be the regular earnings (Art. 17)

   in the amount of 2 months' pay.

   If death results from a job-related accident,

   in the amount of 3 months' pay.

Paragraph 3 was last modified by Change No. 16 – I – TV AL II, effective January 1, 1987.

4. a) Payment of the death benefit requires presentation of an official death certificate.

   b) Payment of the death benefit to one beneficiary (para 1b) nullifies the claim of the other beneficiaries; payment to the salary account of the deceased employee has a discharging effect.

Paragraph 4b was last modified by Tariff Agreement Amendment No. 40 re TV AL II, effective January 1, 2012.

5. The death benefit will not be paid if the employee's death was caused by either of the following:

   a) A side job that was not authorized by the activity.

   b) The impacts of an additional concurrent employment.

ARTICLE 39
EMPLOYER'S PENSION SCHEME

(Article 39 was last revised by Tariff Agreement Amendment No. 8 re TV AL II, effective January 1, 2002.)

A. Employer-Funded Pension Scheme

Employees are entitled to an employer-funded pension scheme subject to the terms of a group insurance contract that has been concluded between the *Bundesministerium der Finanzen* (Federal Ministry of Finance) and the insurance companies listed in the contract. The benefits the group insurance contract provides for the insured employees may only be changed by mutual agreement between the parties to the Tariff Agreement and the Stationing Forces.

B. Employer's Pension Scheme Through Income Conversion

1. In addition to the employer-funded pension scheme pursuant to Part A, the employee may demand that parts of his or her future income — up to the amount of the contributions that are exempt from taxation under the statutory provisions — be used for his or her pension scheme by means of income conversion in accordance with the *Gesetz zur Verbesserung der betrieblichen Altersversorgung* (Law on Improving Employer Pension Schemes).

The income will be converted pursuant to the prerequisites for the fiscal promotion of old age benefits in accordance with the *Einkommensteuergesetz* (Income Tax Law).

2. The employer pension scheme through income conversion will be realized through participation in a pension fund selected by the parties to the Tariff Agreement in consultation with the Stationing Forces. The pension fund contract may only be changed by mutual agreement between the parties to the Tariff Agreement and the Stationing Forces.

3. In order to be entitled to income conversion in accordance with paragraph 1, the employee must be compulsorily insured in the statutory old age insurance.

4. The basis for income conversion during a calendar year will basically be steady monthly amounts. The employee may demand that, within the limits of the maximum allowed income conversion in accordance with paragraph 1, a one-time amount be converted instead of or in addition to the steady monthly amounts.
5. The employee will, in a timely manner, provide the servicing authorities a written notification on the kind and size of the amounts to be converted. For conversion of income for the current month, the notification in accordance with sentence 1 must, at the latest, be submitted by the 15th day of the current month.

   Changes will only be admissible at the beginning of a calendar year. The notification must be submitted by the end of the previous year; conversion of a one-time admissible amount by December 1 of the current year.

Paragraph 1 was last modified by Tariff Agreement Amendment No. 22 re TV AL II, effective January 1, 2005.
Paragraph 3 was last modified by Tariff Agreement Amendment No. 29 re TV AL II, effective November 30, 2007.
Paragraph 4 was last modified by Tariff Agreement Amendment No. 29 re TV AL II, effective November 30, 2007.

ARTICLE 40
VACATION AND CHRISTMAS PAY

(Article 40 was last revised by
Change No. 9 – I – TV AL II, effective April 1, 1976.)

1. Vacation Pay.

The employee will receive a vacation pay under the provisions of appendix V.

2. Christmas Pay.

The employee will receive a Christmas pay under the provisions of appendix W.

ARTICLE 41
PAYMENTS FOR PROPERTY ACCRUAL

(Added as Article 41a by Change No. 5 – I – TV AL II, effective July 1, 1973, changed to Article 41 by Change No. 9 – I – TV AL II, effective April 1, 1976, last modified by Tariff Agreement Amendment No. 40 re TV AL II, effective January 1, 2012.)

1. Eligibility Requirements.

a) The employee is entitled to a monthly payment for property accrual in the meaning of the *Vermögensbildungsgesetz (VermBG)* (Property Accrual Law).

b) The entitlement accrues for the calendar month following the notification provided based on paragraph 4a.

c) The entitlement does not include the amount that an employee receives as payments for property accrual from a different employer for the same period.

d) The entitlement will cease on termination of employment.

Paragraph 1b) was last modified by Tariff Agreement Amendment No.40 re TV AL II, effective January 1, 2012.

2. Amount.

a) Monthly payments for property accrual will be in the following amounts:

(1) For wage earners and salaried employees: €30.00

(2) For apprentices: €15.00

Paragraph 2a was last modified by Tariff Agreement Amendment No. 35 re TV AL II, effective February 1, 2010; for the British Forces effective January 1, 2011.

b) Employees who average less contractual regular weekly workhours than the collectively agreed workhours established in Article 9, paragraph 1, – or, instead of Article 9, paragraph 1, in the special provisions of the appendixes – (part-time employees), will receive a proportionate monthly payment for property accrual. The amount of the portion will be determined based on the ratio of the contractual weekly workhours established for the employee compared to the workhours applicable by tariff provisions in the individual case.

c) Payments for property accrual will be made for each calendar month during which the employee, for a minimum period of 2 weeks, is entitled to receive either of the following:
- Salary, wage, or apprenticeship pay.
- Sick pay supplement in accordance with Article 29, paragraph 3.
- Supplement on grounds of nonproductive worktime due to a contagious disease in accordance with Article 26, paragraph 3a.
- Maternity allowance *) for the time of protection as established in the *MuSchG*.

**) The note for the record was deleted by Tariff Agreement Amendment No. 40 re TV AL II, effective January 1, 2012.*

d) Payments for property accrual are not part of the earnings as defined in Article 16, paragraph 1.

3. Due Date of Payment.

Payments for property accrual will be due at the end of each month.

Paragraph 3 was last modified by Tariff Agreement Amendment No. 40, effective January 1, 2012.

4. Notification of Type of Investment.

a) The employee will inform the appropriate authority in writing of the type of investment he or she has chosen for the payments for property accrual within the limits of the provisions of the *VermBG* and state—

The recipient, enterprise, or institute and account number to which the payment is to be transferred.

b) For the property accrual payments under this Tariff Agreement and for the investment of portions of his or her earnings, the employee is to use the same type of investment and the same recipient, enterprise, or institute.

As for the rest, the employee must neither be restrained in the choice of the types of investment authorized under the *VermBG* nor in the choice of the recipient, enterprise, or institute to which the payments are to be transferred.

c) Payments for property accrual may also be used for the employer's pension scheme through income conversion in accordance with Article 39, part B.

The note for the record re paragraph 4c as applicable through December 31, 2011, was deleted.

Paragraph 4 was last modified by Tariff Agreement Amendment No. 40 re TV AL II, effective January 01, 2012.

5. Deleted.

Paragraph 5 was deleted by Tariff Agreement Amendment No. 40 re TV AL II, effective January 1, 2012.

ARTICLE 42
PAY PROTECTION IN CASE OF REDUCED CAPABILITY

(Article 42 was last revised by
Change No. 22 – I – TV AL II, effective August 1, 1997.)

1. a) Pay protection within the meaning of Article 5 of the *Tarifvertrag über Rationalisierungs-, Kündigungs- und Einkommensschutz (SchutzTV)* (Tariff Agreement on Protection From Rationalization Measures, Termination of Employment, and Income Protection (Protection Agreement)) will also be granted to an employee whose capability is reduced permanently due to an—

- On-the-job accident (sec 8, *SGB* VII), which he or she had during employment with the Stationing Forces of the same Sending State without any fault of his or her own.

- Occupational disease (sec 9, *SGB* VII), which he or she contracted while working for the Stationing Forces of the same Sending State.

and who is therefore reassigned to another job with lower basic pay (Art. 16, para 1a, except for item (7)), or reclassified in his or her current position.

b) In case of reduced capability as a result of an **on-the-job accident**, the employee will also be granted pay protection for a period of 6 months even if he or she has not yet completed 5 years of service.

c) For pay protection exceeding 6 months as well as in every instance of pay protection in case of reduced capability as a result of an **occupational disease**, the requirements listed in Article 5, paragraph 3, of the *SchutzTV* concerning the periods of employment and age must be met.

d) The respective requirements must be met at the time the reduction in capability occurs. Pay protection is excluded when an employee is entitled to claim damages vis-à-vis a third party because of the decrease in his or her basic pay.

2. a) Pay protection within the meaning of Article 5 of the *SchutzTV* will also be granted to an employee who meets the requirements established in Article 5, paragraph 3b, of the *SchutzTV*, and whose capability is reduced permanently due to a loss of his or her physical strength or mental power as a result of old age and who will therefore be reassigned to another position with a lower basic pay or reclassified in his or her current position.

b) The employer may demand a medical certificate from a physician of mutual trust to prove that capability is based on a loss of physical strength and mental power as a result of old age.

SECTION 11
TERMINATION OF EMPLOYMENT

ARTICLE 43
TERMINATION OF EMPLOYMENT DURING PROBATIONARY PERIOD

(Article 43 was last revised by Change No. 20 – I – TV AL II, effective July 1, 1993.)

1. During the probationary period (Art. 5), the employment may be terminated by either side with a notice period of 2 weeks to the end of a calendar month.

2. Notice of termination may be issued to the last day of the probationary period. In this case, the notice period may extend beyond the end of the probationary period.

ARTICLE 44
SEPARATION WITH ORDINARY NOTICE

1. An employment contract concluded for an indefinite period may be terminated with due regard to the employee's creditable period of employment and under observation of the below listed notice periods (separation with ordinary notice).

a) **Termination by either party to the employment contract:**

With a notice period of 4 weeks to the end of a month.

b) **Termination by the employing agency:**

After employment of at least—	**With a notice period of—**
6 months	2 months to the end of a month
4 years	3 months to the end of a month
6 years	4 months to the end of a month
9 years	5 months to the end of a month
12 years	6 months to the end of a month
20 years	7 months to the end of a month

Creditable are those periods of continuous employment within the meaning of Article 8, paragraphs 1, 2, and 4, that an employee has served with the Stationing Forces of the same Sending State.

Paragraph 1 was last revised by Change No. 21 – I – TV AL II, effective January 1, 1995.

2. a) In principle, an employee should be employed until the end of the notice period (however, see Art. 33, para 7b). For this purpose, he or she may also be temporarily assigned to another employing agency at the same locality or within the commuting area within the meaning of Article 4, paragraph 4d, of the *SchutzTV* to perform any type of work that can reasonably be expected of him or her.

Note for the Record re Article 44, Paragraph 2a.
It is agreed that the employee does not have to bear additional traveling expenses resulting from temporary continued employment at a different location.
Additional time needed to reach the duty station will be considered worktime.

Paragraph 2a was last modified by Change No. 22 – I – TV AL II, effective August 1, 1997.

b) An employee will also be entitled to payment of earnings during the notice period if he or she is released from work before the end of the notice period for a reason for which he or she is not responsible.

For the period the employee is released from work, he or she will be paid the earnings that he or she would have received for his or her established regular workhours had there been no release.

Paragraph 2b was last modified by Change No. 9 – I – TV AL II, effective April 1, 1976.

3. a) If employment is terminated by the employing agency, the employee will be given, on request, appropriate time off for up to a total of 4 workdays with payment of earnings for the purpose of finding other employment; in addition, the employee, on request, will be granted time off for up to a total of 5 workdays with payment of earnings for the purpose of attending a professional qualification measure chosen by him or her and paid for at his or her own expense, which includes obtaining a qualification that is officially recognized or acknowledged by the Chamber of Industry and Commerce.

Any entitlements of the employee in accordance with Art. 6 Protection Agreement shall not be affected by this.

This will not apply to termination of employment during the probationary period.

b) If employment is terminated by the employing agency for a reason for which the employee is not responsible, payment of earnings that the employee would have received for his or her established regular workhours had there been no time off will continue for the duration of the time off.

Paragraph 3b was last modified by Change No. 9 – I – TV AL II, effective April 1, 1976.

c) The employee will also be granted time off to the extent established in a) and b) if he or she terminated employment, yet is not liable for the separation in accordance with the provisions of Article 8, paragraph 4.

4. The *Kündigungsschutzgesetz* (Law on Protection from Termination of Employment) will also be applied to youth and apprentice representatives within the meaning of the legal personnel representation law provisions as applicable to employees of the Stationing Forces if continuous employment with the same employing agency has been for less than 6 months.

Paragraph 4 was last modified by Change No. 22 – I – TV AL II, effective August 1, 1997.

5. Employees who have submitted a request for the approval of retirement pay with their pension insurance carrier in accordance with the provisions in *SGB VI* and who, therefore, terminate their employment with ordinary notice or conclude an annulment contract with the employing agency, will not be affected by those provisions of the Tariff Agreement which, in case of resignation by the employee or on termination of employment by mutual agreement, would cause a loss of benefits provided for by a Tariff Agreement.

   Application of this provision to individual employees will require the employee to—

   (1) Present the pension approval certificate, or

   (2) Produce confirmation by the pension insurance carrier of receipt of the application.

Note for the Record re Article 44, Paragraph 5.
The provisions of paragraph 5 will also apply analogously to those employees who are exempt from making mandatory payments to the statutory pension insurance because they have taken out life insurance of an equivalent amount (voluntary life insurance in lieu of mandatory pension insurance).
Application of paragraph 5 in individual cases will require the employee to—
(a) Meet the requirements concerning the age established in the above-mentioned legal provisions.
(b) Produce the confirmation from the insurance agency of the due date and the amount of the insurance payments.

Paragraph 5 was last modified by Change No. 22 – I – TV AL II, effective August 1, 1997.

ARTICLE 45
SEPARATION WITH EXTRAORDINARY NOTICE

(Article 45 was last revised by Change No. 6 – I – TV AL II, effective January 1, 1974.)

1. Either party to the employment contract may terminate employment for an important reason without observing a notice period (Art. 44, para 1) (separation with extraordinary notice).

2. An important reason within the meaning of paragraph 1 exists only when there are facts for which the party that terminates the employment contract cannot be expected to continue employment until

the end of the notice period (Art. 44, para 1) or until the date agreed on for termination of employment taking into consideration all circumstances of the individual case and weighing the interests of both parties to the contract.

3. Termination with extraordinary notice will no longer be permissible when the underlying facts have been established and have been known for more than 2 weeks to the party authorized to terminate employment.

ARTICLE 46
TERMINATION OF EMPLOYMENT WITHOUT NOTICE

(Article 46 was last revised by Tariff Agreement Amendment No. 9 re TV AL II, effective April 1, 2003; last modified by Tariff Amendment No. 39 re TV AL II, effective January 1, 2012.)

1. The employment contract will expire at the end of the calendar month during which the employee reaches the statutory retirement age without the need for a notice of termination.

Paragraph 1 was last modified by Tariff Agreement Amendment No. 39 re TV AL II, effective January 1, 2012.

Note for the Record re Article 46, paragraph 1, of *TV AL II*.
Effective January 1, 2012, the relevant age limit according to paragraph 1 will apply instead of the 65-year age limit. The age limit in paragraph 1 will also apply to what is established in Article 5, paragraph 3b), of the *SchutzTV* and Article 8, paragraph 1d), of the *TV Soziale Sicherung*.

The note for the record was added by Tariff Agreement Amendment No. 41 re TV AL II effective January 1, 2012.

2. a) If, by notification of a pension insurance carrier, an employee's ability to work is deemed to be diminished, the employment contract will expire at the end of the calendar month during which the notification is served without the need for a notice of termination. The employee has to immediately inform the employing agency of the receipt of the notification. If the initial date of pension payments due to diminished working ability is after the receipt of the notification, the employment contract will expire at the end of the day that precedes initial pension payments.

   If the required approval for ending employment from the integration office for an employee who is severely handicapped in the meaning of the *SGB IX* is still pending, the employment contract will expire at the end of the day on which the approval notification from the integration office is submitted.

   b) In deviation from subparagraph a), employment will not end if, according to the notification of the pension insurance carrier, a pension due to diminished working ability has been granted on a temporary basis. In this case, employment will be suspended with all rights and obligations effective the applicable date in accordance with subparagraph a) until the end of the last day of the grant's duration, however, at the latest until the end of the day on which employment ends as a result of a permanent grant of pension due to diminished working ability or for other reasons, unless otherwise explicitly agreed on in this Tariff Agreement.*

   c) Employment will not end or be suspended if an employee whose working ability is only partly diminished could continue to work in conformity with his or her performance ability, as determined by his or her pension insurance carrier, in his or her former position or in another suitable, equivalent, or reasonable vacancy within the commuting area, provided that continued

* *For* BMF *information re Article 46, paragraph 2b, see page 52.*

employment does not interfere with compelling business reasons and the employee requests continued employment in writing within 2 weeks on receipt of the pension notification. The request must include detailed information on type and scope of the employee's performance ability.

Note for the Record re Paragraph 2c.
As regards the definition of the terms "equivalent position," "reasonably acceptable position," and "commuting area," the agreements in Article 4, paragraph 4, of the *SchutzTV* will apply accordingly.

ARTICLE 47
FORM OF TERMINATION NOTICE

(Article 47 was last revised by Tariff Agreement Amendment No. 15 re TV AL II, effective February 1, 2004.)

1. Notice for termination of employment must be in writing.
2. The notice letter must include the reasons. This does not apply when termination notice is given during the probationary period or for an employee's ordinary resignation.

ARTICLE 48
TESTIMONIALS AND CERTIFICATES

1. On termination, the employee will be entitled to a certificate concerning the nature and length of his or her employment.
2. On separation, a testimonial must be issued to the employee on his or her request and without delay. If requested by the employee, this testimonial will include statements concerning work performance, conduct on duty, and reason for termination of employment.
3. The employee is entitled to request an interim testimonial during the course of employment.
4. Certificates and testimonials will be issued by agencies designated by the Stationing Forces.
5. On separation, the employee will be furnished his or her employment papers, including leave certificate. If this cannot be done immediately, the employee will be given a written confirmation to this effect.

Paragraph 5 was last modified by Change No. 9 – I – TV AL II, effective April 1, 1976.

SECTION 12
OTHER PROVISIONS

ARTICLE 49
PRECLUSIVE TIME LIMIT

(Article 49 was last revised by Tariff Agreement Amendment No. 40 re TV AL II, effective January 1, 2012.)

Claims resulting from employment will be forfeited if they are not asserted in writing by the employee or the employer within a preclusive time limit of 6 months after the due date.

ARTICLE 50
MAKING TARIFF AGREEMENTS AVAILABLE

(Article 50 was last revised by Change No. 9 – I – TV AL II, effective April 1, 1976.)

1. A copy of this Tariff Agreement as in effect at any given time and all other tariff agreements establishing work and pay conditions for the employees of the Stationing Forces will be made available for review to the employees in each employing agency at an appropriate place and at the expense of the Stationing Forces.

2. This obligation does not apply to tariff agreements that are not applicable to the employing agency and/or to all of its employees.

INFORMATION
REGARDING
THE AGREED REVISION OF LEAVE PROVISIONS
(ARTICLES 33 AND 34) OF THE *TV AL II*/*TV AL II (FRZ.)*
EFFECTIVE JANUARY 1, 1984
—coordinated with the labor unions involved—

I. General Information

(1) With the enactment of the last phase of the phase plan for increasing the length of annual leave as agreed in 1980, the parties to the Tariff Agreement, by means of Change No. 14 re Major Part I *TV AL II*/No. 13 re Major Part I *TV AL II (Frz.)*, have now revised Article 33, effective January 1, 1984, in form and content while principally retaining the material substance.

(2) The essential content of the revision is a modification of the computation provisions (crediting workdays/work-free days against leave) for employees whose workhours are distributed in deviation from the normal case (5 days/week, Monday to Friday). The mode of computation corresponds to the arrangement for the German civil service. Therefore, recourse to applicable case law/commentaries for the corresponding provisions of the *Bundesangestelltentarifvertrag (BAT)* (Tariff Agreement for Federal Employees in Germany) is generally possible if needed. I make explicit reference to the deviating rounding provisions established in Article 33, paragraph 2c.

(3) Article 34 remains unchanged in form and content—unless changes were required for modifications of referenced provisions.

II. Explanation/Reference re the revised Article 33

Re paragraph 1a.

(1) The leave year is the calendar year. This will apply to leave accruement or partial leave accruement (Art. 33, para 4) and, in principle, to the application of leave entitlements (for legitimacy of transferring leave, see Art. 33, para 6).

(2) Leave entitlement for the normal **5-day workweek** is 30 workdays. For other worktime arrangements, the entitlement; in accordance with Article 33, paragraph 2; may be more or less than 30 workdays.

(3) The term “regular weekly workhours” may not be used as a synonym for the “regular workhours” established in Article 9. In addition, it also includes deviating workhours agreed in individual employment contracts (for example, for part-time employment).

Re paragraph 2a.

(1) Leave entitlement will continue to be expressed in “workdays” but the term has been newly defined. Any day of the week—to include Saturdays, Sundays, or legal holidays—may be considered a “workday”. The relevant factor is the actual distribution of the regular workhours as established for the activity in general or individually for the employee based, for example, on a duty schedule.

(2) In deviation from the former provision of Article 33, paragraph 3 (old version); all “factual” workdays of an employee will be counted towards leave; off-duty days, however, will no longer be counted. Therefore, the tariff construction of Article 33, paragraph 4, (old version) (Release) has become obsolete.

The only exceptions with regard to counting “factual” workdays towards leave are those legal holidays for which no compensatory time-off is granted. Generally, this concerns holiday work for which the increased holiday supplement in accordance with Article 20, paragraph 1f, may be considered.

(3) With regard to workshifts that extend over 2 calendar days, the creditable workday is always the day of the beginning of the shift. Therefore, by crediting this day, the employee will be on leave for the duration of the workshift, even if it extends into the following day.

(4) Example for counting workdays towards leave in case of continuous shift work:

The employee requests annual leave for the period between July 2 and 9, 1984. The shift plan for this period is:

Sun 1	Mon 2	Tue 3	Wed 4	Thu 5	Fri 6	Sat 7	Sun 8	Mon 9	Tue 10 Jul
W	O	W	O	W	O	W	O	O	W

W = workday (day a shift begins)
O = day off

Three leave days have to be counted (July 3, 5, and 7). Thus, the employee will be on leave for the period between the end of the workshift starting on July 1 and the start of the workshift on July 10.

Because an employee is not required to request leave for off-duty days, a leave request covering the period between July 3 and 7 would have the same result.

Re paragraphs 2b and c.

(1) These provisions on conversion are to be applied whenever the regular weekly workhours averaged for the leave year are distributed in deviation from the normal 5-day workweek (Art. 33, para 1a). As a result, the ratio of leave days/year to workdays/year will remain the same for all workhour arrangements.

(2) A normal 5-day workweek results in an average of 250 workdays per calendar year. Thus, the conversion formula reads:

$$\text{individual leave entitlement} = \frac{\text{entitlement in case of 5-day workweek} \times \text{workdays/year}}{250}$$

If the number of workdays/year is higher than 250, paragraph 2b will be applicable; the result will be rounded down. If the number of workdays/year is lower than 250, paragraph 2c will be applicable; the result will be rounded up.

(3) Examples of computation.

a) 6-day workweek

(250 + 52 = 302 workdays/year)

$\frac{30 \times 302}{250}$ = 36.24 rounded **down** to **36 workdays**

b) Appendix H personnel

(Effective January 1, 1984; 254 workdays/year – in addition to the 6-day workweek, 4 off-duty days/month = 48 days/year – 302 ./. 48 = 254)

$\frac{30 \times 254}{250}$ = 30.48 rounded **down** to **30 workdays**

c) Firefighting personnel with 24-hour shift work and 131 shifts/year

$\frac{30 \times 131}{250}$ = 15.72 rounded **up** to **16 workdays** (at 24-hour shifts each)

d) Guard personnel with 12-hour shift work and 244 workshifts/year

$\frac{30 \times 244}{250}$ = 29.28 rounded **up** to **30 workdays** (at 12-hour shifts each)

e) To the extent that an employee is entitled to additional leave, the number of days for which the entitlement to additional leave applies will be added to the number 30 in above examples (reference to Article 34, paragraph 4).
As a result, individual total leave entitlement/year for severely handicapped employees (36 workdays total leave entitlement for a 5-day workweek) in the above examples amounts to—
Re a) 43 workdays.
Re b) 36 workdays.
Re c) 19 workdays.
Re d) 36 workdays.

Re paragraph 2d.

(1) This provision governs those cases where the distribution of the average regular weekly workhours changes in the course of the leave year—be it for a new arrangement for the whole organization, for a change in the shift system, or for the employee being transferred to a position with a different distribution of workhours. This will not include variations in the number of weekly workdays due to shift schedules in the context of the existing shift system.

(2) Example of computation.

Due to unfitness for the firefighting service, a firefighter is transferred from a position with 24-hour shift system (131 shifts/year) to a position with a 5-day workweek effective September 1 of the leave year.

a) If he or she uses all of his leave before the transfer, his or her entitlement amounts to 16 workdays (at 24-hour shifts each).

b) If he or she uses all of his leave after the transfer, his or her entitlement amounts to 30 workdays in a 5-day workweek.

c) If he or she took 14 workdays (at 24-hour shifts each) of leave before the transfer, his or her remaining entitlement at the time of the transfer amounts to 2/16 of his total leave entitlement. Converted to the total leave entitlement of 30 workdays for the 5-day workweek, it will amount to

$$\frac{2 \times 30}{16} = 3.75$$

– rounded up to 4 workdays pursuant to the common provisions on conversion (reference to explanation in para III (2)a)).

Re paragraph 3.

Compared with the provision established in Article 33, paragraph 5 (old version), the meaning of the waiting period has changed. The provision states that the employee may take leave only after the expiration of a 6-month waiting period unless he or she resigns before that date. The provision does not provide any information as to the amount of the leave entitlement for the year during which the employee was hired.

Re paragraph 4a.

(1) With the exception of those cases in accordance with paragraph 4c, the principle of partitioning into 12 will be applied in **all** cases where the employee has not been employed for the entire calendar year. The definition of the term “full calendar month” has been added. To the extent that the employee is not working a 5-day workweek, the total leave entitlement will first be converted in accordance with Article 33, paragraph 2.

(2) Employment is “suspended”, for example, during military service in accordance with section 1, paragraph (1), of the *Arbeitsplatzschutzgesetz* (Job Protection Law).

Re paragraph 4c.

(1) Exceptions from the provision of partitioning into 12 are agreed for employees who resign due to vocational disability or invalidity or drawing of retirement pay (to include early or flexible retirement pay).

According to the mutual agreement of all parties involved in the Tariff Agreement, paragraph 4c will also be applicable if an employee who meets the age prerequisites for the statutory pension insurance draws benefits from a voluntary life insurance in lieu of statutory pension insurance.

(2) If an employee separates from employment between January 1 and June 30 for the reasons in paragraph 4c, he or she will receive half the leave entitlement. If he or she separates from employment between July 1 and December 31, he or she will receive the total leave entitlement.

Re Paragraph 5b.

In consideration of the varying individual leave entitlements and the new definition of the term "workdays," a new provision governing the minimum length of one part of leave has been established.

Re paragraph 6b.

(1) Transferring leave beyond March 31 of the following year is admissible—as before—if the employee cannot start leave until March 31 due to long-term unfitness for work or—newly added—if a female employee cannot start leave until March 31 due to the periods of protection or maternity leave in accordance with the *MuSchG*.

In such cases, leave will henceforth have to be started within 2 months following the end of the impeding reason—at the latest by December 31 of the calendar year following the leave year (see para 6d)).

(2) Paragraph 6b) does not regulate leave entitlements during maternity leave. The possibility to reduce leave entitlements in accordance with section 8d of the *MuSchG* will remain unaffected.

Re paragraph 6c.

Need for this provision arose because, given the new rule on waiting periods in Article 33, paragraph 3, it is not possible for employees hired after June 30 to use their partial leave entitlement within the current leave year, and for employees hired after September 30 to use their partial leave entitlement within the period established for leave transfer until March 31.

III. Previous Provisions.

(1) The previous provisions of Article 33 regarding forfeiture of leave, payment in lieu of leave, and sickness during leave as well as leave remuneration have basically been taken over without changes in content.

(2) The following provisions were not taken over:

a) Article 33, paragraph 6b, (old version) (rounding provisions for dividing leave entitlements).

The parties to the Tariff Agreement refrained from absorbing this provision in view of the generally accepted practice of rounding up or down fractions of leave days (reference to sec 5, para (2), of the *Bundesurlaubsgesetz (BUrlG)* (Federal Leave Law)).

b) Article 33, paragraph 9c, (old version) (leave during sickness).

c) Article 33, paragraph 11, (old version) (prohibition of gainful employment during leave periods).

In view of section 8, of the *BurlG*, as well as the corresponding case law, this provision was not required.

d) Appendix P, paragraph I.15, has become obsolete due to the revision of Article 33, paragraph 2a, sentence 2, as well as to the fact that off-duty days between workshifts no longer count toward leave.

***BMF* Memorandum Dated April 3, 1991**
– Z B 5 – P 2400 – 2/91 – **(Excerpt)**

In detail, I would like to make the following comments with regard to the revision:

1. Suspension With All Rights and Obligations.

1.1 Approval of a temporary EU pension will not end employment. Entitlements earned during employment will generally remain valid; entitlements linked to the end of employment, however, may not be claimed on suspension (for example, cash payment in lieu of leave; …; benefits from the group life insurance).

1.2 Rights and obligations for the time of suspension may be claimed only if explicitly provided for in the Tariff Agreement. Explicitly provided for is the disbursement of earned entitlements on leave and Christmas pay even if employment is suspended on the cutoff date (see para 7 below).

2. Beginning and End of Suspension.

2.1 Employment will be suspended with the beginning of the day following delivery of the notification of the grant of a temporary EU pension. The obligation of the employee to immediately report the delivery of the notification has been added to Article 46, paragraph 2a.

2.2 Suspension will end with the expiration of the last day of the approved term of pension. Suspension will continue in the event of an (also temporary) extension of pension approval. In the event of an approved permanent pension, employment will end in accordance with Article 46, paragraph 2a, on the expiration of the calendar month. Suspension will also end if employment is terminated for other reasons before the approved term of pension (for example, notice of termination or annulment contract). A notice of termination for the sole reason of invalidity, however, will not be admissible.

When ending initially suspended employment, the entitlements associated with ending employment (see para 1.1 above) may be claimed if the requirements for entitlement, as established in the Tariff Agreement, are met.

3. Creditable Periods.

3.1 The time of suspension will not count toward creditable period of employment within the meaning of Article 8. Creditable periods of employment earned until commencement of suspension, however, remain unaffected (see revision of Art. 8, paras 2c and d).

3.2 The time of suspension will not be considered when determining the creditable waiting period in accordance with Article 55, paragraph 2. Also, it will not be credited against the length of duty relevant for grading, against years of service, of relevant working experience, etc.

4. Regular Earnings.*

….

5. Unfitness for work.

Entitlements to sick benefits in accordance with Articles 29 through 31 may not be claimed during times of suspension.

6. Annual leave.

For the length of suspension, leave entitlements will be curtailed in accordance with Article 33, paragraph 4a.

During suspension, neither leave nor payments in lieu of leave may be granted.

7. Christmas and leave pay.

Provided that entitlement requirements are met, a Christmas pay and a leave pay will be paid on the corresponding payday even if employment is suspended on that date.

….

8. Payments for property accrual.

In accordance with Article 41, paragraph 2d, employees will not be entitled to receive payments for property accrual during suspension of employment.

9. Death benefits.

Provided the entitlement requirements established in Article 38, paragraph 2, are met, the beneficiaries are entitled to receive death benefits even if the employee dies while employment is suspended.

For computation of death benefits (regular earnings), see paragraph 4 above.

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* *Obsolete due to changes to Article 17.*

10. Employer's pension scheme.

Insurance coverage in the group insurance will remain valid to the same extent as in the event of long-term sickness.

In the event of death during suspension of employment, Article 2, paragraphs 4a through c, of the group insurance contract will apply accordingly.

MAJOR PART II

GENERAL PROVISIONS ON CLASSIFICATION AND GRADING

SECTION 13
ASSIGNMENT TO WAGE AND SALARY GROUPS

ARTICLE 51
CLASSIFICATION

1. An employee will be allocated to a wage or salary group in accordance with the criteria of assigned duties.

2. The employee will be classified into that wage or salary group, which is determined by comparison of its duties with the duty criteria agreed on for each group in the Tariff Agreement.

3. The employee's predominant duties will determine—

   a) Allocation in accordance with paragraph 1.

   b) Classification in accordance with paragraph 2.

ARTICLE 52
RECLASSIFICATION; CHANGE OF TARIFF

(Article 52 was last revised by Change No. 6 – I – TV AL II, effective April 1, 1976.)

1. Reclassification.

a) An employee will be upgraded or downgraded in his or her wage or salary tariff, if he or she performs higher or lower level duties not only on a temporary basis.

b) A downgrade cannot be affected without prior notice of change in employment conditions.

2. Change of Tariff.

Classification into another wage or salary tariff entailing a change to a lower graded job cannot be effected without prior notice of change in employment conditions.

Note for the Record.
(1) The provisions of paragraphs 1b and 2 will also apply when a reclassification or a change of tariff coincides with change of the employing agency.

(2) A change of trade categories (Art. 61) constitutes a change of tariff.

The note for the record was last modified by Change No. 8 – II – TV AL II, effective August 1, 1991.

ARTICLE 53
TEMPORARY CHANGE OF DUTIES

(Article 53 was last revised by Tariff Agreement Amendment No. 9 re TV AL II, effective April 1, 2003.)

1. Temporary Promotion.

a) If an employee is temporarily assigned higher level duties that take up the greater part of his or her time, and if he or she has performed these duties for at least 30 consecutive calendar days, he or she will be temporarily promoted or temporarily assigned to the wage or salary tariff that covers his or her duties effective the first workday following the 30-day period. In case of classification into a salary tariff, the provisions of Article 55, paragraph 6 (Change of Tariff), will apply.

b) The provisions of Article 16, paragraph 8, will not apply in this context.

c) In determining the time period mentioned in subparagraph a), interruptions of less than 2 weeks each between assignments to perform higher-level duties will be disregarded. The time of interruption will not be counted.

d) On expiration of the temporary promotion or with the event that ends the temporary assignment of higher-level duties, the employee will return to his or her previous position without the requirement for a notice of change in employment conditions.

2. Assignment on Probation.

a) If an employee is to be assigned higher-level duties, he or she may be directed to perform these for a certain probationary period without promotion or change of tariff or additional pay. In such cases, the probationary period may not exceed 3 months. Explicit agreement is required.

b) On expiration of the probationary period, the employee will be graded according to his or her new duties effective the first following workday, or he or she will be returned to his or her previous job.

c) For salaried employees, the probationary period will be fully creditable for future step increases (Art. 55), both in case of new classification and return to the previous job.

d) In this context, the provisions of Article 16, paragraph 8, will not apply.

SECTION 14
ASSIGNMENT OF SALARY STEPS

ARTICLE 54
– Not used –

(*Article 54 was rescinded by Change No. 7 – II – TV AL II, effective November 1, 1979.*)

ARTICLE 55
SALARY STEPS (LENGTH OF SERVICE ALLOWANCE)

(*Article 55 was last revised by Change No. 6 – II – TV AL II, effective April 1, 1976.*)

1. In-Step Waiting Periods.

a) The following waiting periods will apply to the steps in the salary schedules established in accordance with Article 19:

Step 1	After appointment (Art. 55, para 3a) for 1 to 3 months or for the duration of the probationary period (Art. 5 and Art. 55, para 3d) – always for appointments after an interruption in employment as defined in Article 8, paragraphs 2 and 4.	
Step 2	For the next	2 to 6 months of employment.
Step 3	For the next	9 months of employment.
Step 4	For the next	24 months of employment.
Step 5	For the next	24 months of employment.
Step 6	For the next	24 months of employment.
Step 7	For the next	36 months of employment.
End Step	For all subsequent employment in the same salary group.	

Paragraph 1a was last modified by Change No. 9 – II – TV AL II, effective January 1, 1982.

b) An extension of waiting periods for individual salary steps will not be authorized as long as the salaried employee remains in the same salary group and salary tariff.

2. Creditable Waiting Period.

a) On appointment, all periods of employment that the salaried employee has served in salaried jobs at the same or higher levels with the Stationing Forces (Art. 8, para 1), regardless of any interruptions, will be added up. The result will be the creditable waiting period.

b) In principle, the creditable waiting period will be considered only for step advancement on appointment in order to determine the employee's salary step in accordance with the provisions of paragraphs 3b and c.
An exception is authorized only when the salary tariff is changed in accordance with paragraph 6a(4).

3. Step Advancement.

a) On initial appointment or reappointment after an interruption in employment as defined in Article 8, paragraphs 2 and 4, the salaried employee will be assigned to salary step 1.

b) On reappointment, the salaried employee will be assigned to the salary step that he or she is entitled to in consideration of his or her creditable waiting period (para 2a) in accordance with paragraph 1a.
Salaried employees mentioned in paragraph a) will be entitled to assignment to that step only after completion of the waiting period in step 1.

c) After completion of the individual waiting periods prescribed in paragraph 1a respectively, the salaried employee will advance to the other steps as long as he or she remains in the same salary group and salary tariff.
For reappointed employees, a balance of creditable waiting period will be considered for further step advancement.

d) If employment is terminated during the probationary period (Art. 43), the salaried employee will remain in salary step 1 until the end of the notice period even if it extends beyond the agreed probationary period.

4. Upgrading (Art. 52, para 1a).

a) When upgraded in the same salary tariff, the salaried employee will be assigned to the same salary step in his or her new salary group as held in his or her previous salary group, with the exception of the case in paragraph 5c.

b) In this step, the full waiting period (para 1a) for further step advancement (para 3c) will again be served.

5. Downgrading (Art. 52, paras 1a and 1b).

a) When downgraded in the same salary tariff, the salaried employee will be assigned to that step of the new salary group that equals the rate of his or her previous step or causes the least decrease.

b) In this step, the full waiting period (para 1a) for further step advancement (para 3c) will be served again.

c) When a downgraded salaried employee is upgraded again without interruption of employment and within the following 36 calendar months, paragraph 4 will apply subject to the proviso that the employee will not be placed in a higher step in his or her new salary group than held before the downgrading. The time served in that step before the downgrading will be considered for further step advancement.

6. Change of Tariff.

a) Change to Another Salary Tariff.

(1) In case of classification into another salary tariff, the employee will be placed in that step of the new salary group whose rate equals or least exceeds the step rate held in his or her previous salary group.

(2) If the employee's former salary tariff has no steps, the salaried employee will be given a step in the new salary group whose rate equals or least exceeds his or her previous salary per schedule.

(3) For further step advancement (para 3c), the full waiting period (para 1a) will have to be served in the salary step established in accordance with subparagraph (1) or (2).

(4) If, in connection with the change to another salary tariff, consideration of the creditable waiting period (para 2a) leads to a more favorable result for the salaried employee than application of subparagraph (1) or (2), his or her step in the new salary group will be established in accordance with paragraph 3b. In such a case, paragraph (3) will not apply.

(5) If the new salary group does not provide for a step rate that at least equals the employee's step rate or salary per schedule of his or her previous salary group, the salaried employee will be placed in the highest salary step.

b) Change From Wage Tariff to Salary Tariff

(1) When a wage earner transfers from a wage tariff to a salary tariff, he or she will be assigned to that step of his or her new salary group which equals or least exceeds the last monthly basic compensation (Art. 16, para 1a) to which he or she was previously entitled under the Tariff Agreement.
For wage earners transferring from a wage tariff with hourly rates, the monthly basic compensation will be established by multiplying the hourly basic rate (Art. 16, para 1a) with the divisor established in Article 16, paragraph 3.

(2) Paragraph 6a(5) applies analogously.

(3) The provisions re subparagraphs (1) and (2) will also apply when a change from a wage tariff to a salary tariff entails a change of the employing agency within the time frame set forth in paragraphs 7a and c.

c) When applying subparagraphs a) and b), the comparison of step rates, salaries per schedule, and monthly basic compensations will always be based on the workhours established in Article 9, paragraph 1. Monthly pay rates established in the Tariff Agreement that apply to deviating workhours established in the Tariff Agreement will be converted beforehand to the workhours established in Article 9, paragraph 1.

7. Change of Employing Agency.

a) If a salaried employee, in agreement with his or her employing agency, transfers to another employing agency of the Stationing Forces of the same Sending State on the first workday following his or her separation, he or she will retain his or her current salary step if he or she is placed in the same salary tariff and in the same salary group.
The time already served in this salary step will be credited for further step advancement (para 3c).

b) If such a change involves the employee's assignment to—

(1) A higher or lower salary group of same salary tariff, or

(2) Another salary tariff,

step determination and further step advancement in the new salary group will be governed by—
- paragraph 4 or 5 in case of (1).
- paragraphs 6a and c in case of (2).

c) Both of the following cases also constitute a change in the meaning of paragraphs 7a and b:

(1) An employee who was separated due to a reduction in force or who resigned because of an impending reduction in force (resignation or annulment contract) is reappointed by an employing agency of the Stationing Forces of the same Sending State not on "the first workday" (para 7a) but within a period of 3 months after separation.

(2) The new employing agency and the employee have specifically agreed on the application of paragraph 7 in case of a reappointment at a later date.

SECTION 15
WAGE GROUP CLASSIFICATION A FOR WAGE EARNERS

ARTICLE 56
WAGE GROUPS

(*Article 56 was last revised by*
Change No. 8 – II – TV AL II, effective August 1, 1981.)[*]

Wage Group 1.

Wage earners performing duties that do not require vocational training or on-the-job training and that can be performed after a brief instruction.

[*] *For information from the parties to the Tariff Agreement re the revision of Article 56, click here/see page 75.*

Wage Group 2.

(1) Wage earners performing duties that require a certain amount of practice and that can be performed under guidance after a short period of on-the-job training.

(2) Wage earners performing duties that exceed those of wage group 1 in that they call for much physical strength or that they have to be performed under unpleasant conditions.

Wage Group 3.

Wage earners performing duties that require technical on-the-job training without requiring vocational training.

Wage Group 4.

(1) Wage earners performing duties that require completed vocational training with a training period in accordance with the vocational training ordinance of less than 30 months but at least 21 months.

(2) Wage earners performing duties in accordance with group category (1) without the wage earner showing proof of the completed vocational training required under (1), however, after 3 years of relevant experience.

Wage Group 5.

(1) Wage earners performing duties that require completed vocational training with a training period in accordance with the vocational training ordinance of at least 30 months.

(2) Wage earners performing duties in accordance with group category (1) without the wage earner showing proof of the completed vocational training required under (1), however, after 5 years of relevant experience.

Wage Group 6.

(1) Wage earners performing duties that require completed vocational training with a training period in accordance with the vocational training ordinance of at least 30 months, and that are performed independently, however, after having performed work for 2 years in accordance with wage group 5, group category (1).

(2) Wage earners performing duties in accordance with group category (1) without the wage earner showing proof of the completed vocational training required under (1), however, after having performed work for 3 years in accordance with wage group 5, group category (2).

Wage Group 7.

Wage earners performing duties that exceed the skill requirements of wage group 6.

ARTICLE 57
LEADERS

(Article 57 was last revised by Change No. 8 – II – TV AL II, effective August 1, 1981.)[*]

1. Leaders are wage earners who are under the supervision of a "foreman" or another person in a supervisory capacity and who are technically in charge of a work team or who have been assigned the technical supervision of a work team on their own responsibility.
   Leaders' duties include assignment of work and supervision.

2. a) The leader will at least be assigned to the wage group held by the highest graded wage earner of the work team. In addition, he or she will receive a leader supplement.

   b) (1) The leader supplement amounts to 10 percent of his or her wage per schedule (Art. 16, para 1a(1)).

   (2) If the leader's wage per schedule and the leader supplement in accordance with paragraph (1) do not amount to 110 percent of the wage per schedule of the wage earner of the team with the highest wage per schedule, the leader supplement will be increased correspondingly.

Note: See the Note for the Record re Article 62 ("Leader, Foreman, Leading Charge Hand").

SECTION 16
SALARY GROUP CLASSIFICATION C FOR SALARIED EMPLOYEES

ARTICLE 58
SALARY GROUPS

Salary Group 1.

Salaried employees who, under immediate supervision, perform the simplest routine work in office, shop, administration, etc., or who perform simplest subordinate work of a technical nature.

Examples.

Messenger.
Duplicating equipment operator.
Office help, filing assistant.
Mail deliverer.
Mail sorter.

Salary Group 2.

Salaried employees who, under immediate supervision, perform simple routine work requiring limited experience or a certain practical training, in office, shop, administration, finance, etc., or who perform simple subordinate work of a technical nature.

[*] *For information from tariff partners on revision of Article 57, see page 77.*

Examples.

Office clerks.
Filing clerk.
Office help, filing assistant.
Typist.
Library assistant.
Mail worker.
Cashier assistant.
Mail sorter.
Storage workers.
Filing clerk, stock records.
Card punch operator (simple work).
Clerk, statistical coding (simple work).

Salary Group 3.

Salaried employees who, under immediate or general supervision, perform routine work of a certain degree of difficulty and requiring care, or similar duties in accordance with instructions, in office, shop, administration, or finance, etc., or who perform comparable subordinate work of a technical nature.

This group requires:
Experience or vocational training, or working knowledge in a special field.

Examples.

Office clerks
(for example, registry, travel ticket office, motor pool, motor vehicle dispatch, freight dispatch, statistical work, etc.)
Accounting technician (simple work).
General clerk.
Receptionist.
Typist.
Stenographer.
Library technician.
Cashier.
Storekeeper.
Clerk, stock records.
Clerk, work order.
Card punch operator.
Tabulating equipment operator.
Clerk, statistical coding.
Draftsman, engineering.
Draftsman, carto-litho (simple work).

Salary Group 4 and 4A.

Salaried employees who, under immediate or general supervision, perform work of moderate difficulty and certain responsibility in office, shop, administration, or finance, etc., or who perform comparable subordinate work of a technical nature.

This group requires:
Vocational training or corresponding special knowledge and experience in the area of work concerned and the ability to make personal decisions.

Examples.
Re Salary Group 4.

Management assistant (gen. administration).
Management assistant (furnishings).
Office clerks.
(for example, registry, travel ticket office, Supervision, motor vehicle dispatch, statistical work, simple auditing, etc.).
Accounting technician.
Stenographer.
Storekeeper.
Clerk, stock records (procurement).
Clerk, work order.
Card punch operator (supervisor).
Tabulating equipment operator.
Clerk, statistical coding.
Technical draftsman.
Statistical draftsman.

Secretary.
Draftsman, carto-litho.
Vehicle inspector (current inspections).
Radio operator.

Re Salary Group 4A.

Management assistant (general administration).
Management assistant (property office).
Management assistant (furnishings assessor).
Office clerks (for example, claims, freight dispatch, statistical work, etc.).
Stenographer.
Secretary.
Translator.
Storage worker (materials examiner and identifier).
Card punch operator (supervisor).
Tabulating equipment operator.
Draftsman, carto-litho.
Evaluator, carto-litho.

Salary Group 5 and 5A.

Salaried employees who, under general supervision, perform difficult and responsible work in office, shop, administration, or finance, etc., or who perform comparable subordinate work in a scientific or technical field.

This group requires:
A more comprehensive vocational training, or extensive experience in supervisory functions, or another special experience, or a good knowledge in specialized work areas, such as in an office, a laboratory, in technical and scientific fields, etc.; and the ability to make personal decisions and to perform duties independently in accordance with requirements.
This group also includes simple and elementary work performed under immediate supervision, requiring a theoretical, technical, or scientific training, but no experience.

Examples.
Re Salary Group 5.

Management assistant (procurement).
Specialist (rent determination).
Specialist (statistics).
Specialist (management).
Office clerk, lead (travel ticket office).
First accounting technician.
Cartographer.
Draftsman, carto-litho, lead.
Stenographer (minutes).
Secretary.
Interpreter.
Translator.
Storekeeper.
Tabulating equipment operator.
Management technician.
Technical draftsman.
Vehicle inspector (major maintenance).
Construction manager

Re Salary Group 5A.

Claims examiner.
First accounting technician.
Storekeeper.
Construction manager.

Salary Group 6 and 6A.

Salaried employees who, under general supervision, perform difficult and responsible work in positions of special importance in office, shop, administration, or finance, etc., or who perform comparable work in a scientific or technical field.

This group requires:
Vocational training and specialized experience or good supervisory ability, or thorough general knowledge of the occupation concerned, of a scientific or artistic field or work, and the ability to make independent decisions.
This group includes positions where incumbents perform, under immediate or general supervision, work of a certain difficulty requiring a scientific professional training as well as some experience. Also required is the ability to make certain independent decisions in the profession concerned.

Examples.
Re Salary Group 6.

Claims and rent examiner, lead.
Specialist (statistics).
Management analyst.
Accounting officer.
Auditor.
Court Stenographer.
Secretary.
Translator.
Court interpreter.
Storekeeper.
Purchasing agent.
Supervisory tabulating equipment operator.
Supervisory cartographer.
Chemical technician.
Engineers (for example, construction, automotive engineers, etc.).
Construction manager.

Re Salary Group 6A.

Accounting officer.
Supervisory cartographer.
Construction manager, lead.

Salary Group 7 and 7A.

Salaried employees who, under general supervision, perform very difficult and responsible work in technical areas, or in a control function in an office, a shop, administration, or finance, etc., or other work of the same scope with equal difficulty and responsibility.

This group requires:
Specialized training and supervisory ability or administrative experience, or a thorough knowledge in a specialized and difficult area, or thorough general knowledge of the occupation concerned, a scientific or artistic field, and a high degree of own judgment, personal initiative and the ability to make decisions.

Examples.
Re Salary Group 7.

Attorney Advisor.
Claims and rent examiner, lead.
Management analyst.
Accounting officer.
Auditor.
Translator.
Supervisory tabulating equipment operator.
Supervisory cartographer.
Procurement analyst.
Engineers (for example, civil, automotive, electrical, industrial engineer, etc.)
Construction manager.

Re Salary Group 7A.

Engineers (for example, civil engineer, etc.)

Salary Group 8.

Salaried employees who, under general administrative supervision, perform work of a very high degree of difficulty and responsibility in a technical field, in control functions and administrative positions in an office, a shop, in finance, etc., or other work of the same scope with equal difficulty and responsibility.

This group requires:
Comprehensive specialized training and experience in control and in administrative matters, or extensive and thorough knowledge in a difficult specialized field, or thorough knowledge of the pertinent profession, a scientific or artistic field, and a high degree of own judgment, personal initiative, and the ability to make decisions.

Examples.

Attorney advisor.	Supervisory engineers.
Management specialist.	Electrical engineer.
Supervisory auditor.	Stress engineer.
Head translator.	Architect.
Chemist.	Head construction manager.

Salary Group 9.

Salaried employees who, under general administrative supervision, perform work of a particularly high degree of difficulty and responsibility in a technical field, in control and in administration, in an office, a shop, finance, etc., or other work of the same scope with equal difficulty and responsibility.

This group requires:
Comprehensive specialized training and experience in control and in administrative matters, or extensive and thorough knowledge in a difficult specialized field, or thorough knowledge of the pertinent profession or of a scientific or artistic field.
This position requires the ability to make accurate judgments and demonstrate personal initiative.

Examples.

Attorney Advisor.	Supervisory chemist.
	Supervisory engineers.

Salary Group 10.

Salaried employees who, under general administrative supervision, perform work of an exceptional degree of difficulty and responsibility in specialized technical fields, in control and administration in an office, a shop, in finance, etc., or other work of the same scope with equal difficulty and responsibility.

This group requires:
Comprehensive specialized training and experience in control and in administrative matters, or excellent knowledge in a difficult specialized field, or excellent knowledge of the pertinent profession or artistic field.

The performance of such duties requires the ability to make accurate decisions, give binding instructions and to show extraordinary initiative.

Positions on this level not only require thorough training but also extensive practical experience as well as comprehensive experience in the specialized fields, which enable the incumbents to supervise the work of other specialists.

Attorney advisor.	Advisory and supervisory experts in corresponding positions.

Article 58 was last modified by Tariff Agreement Amendment No. 14 re TV AL II, effective January 1, 2004.

ARTICLE 59
ADDITIONAL SALARY GROUPS 4A TO 7A

(Article 59 was last revised by Change No. 6 – II – TV AL II, effective April 1, 1976.)

1. Salaried employees in salary groups 4, 5, 6, or 7 whose duties exceed, as a rule, the job criteria established for these groups in the salary group classification (Art. 58) but do not reach the criteria of the next higher group (5, 6, 7, or 8), will be paid the salary rates of the related a-group as specified in Salary Schedule C (Art. 63).

2. Work performed in one of the salary groups 4, 5, 6, or 7 and work performed in the a-group related to each of these groups will be considered of "same level" within the meaning of the provisions of Article 55, paragraph 2. As an exception to this provision, work performed in salary groups 4, 5, 6, or 7 before June 1, 1961, will not be considered of the same level as work in the related a-group.

3. In case of conversion to an a-group in accordance with paragraph 1, the provisions of Article 55, paragraph 4, will apply.
   For a return from an a-group to salary groups 4, 5, 6, or 7, the provisions of Article 55, paragraph 5, will apply.

MAJOR PART III

WAGE TARIFF, SALARY TARIFF

SECTION 17
WAGE TARIFF A FOR WAGE EARNERS

ARTICLE 60
COMPENSATION (PRINCIPLES)*

*(Article 60 was last revised by
Change No. 14 – III – TV AL II, effective August 1, 1981.)*

1. a) The wage groups (Art. 56) and the Trade Category Index (Art. 61) are the basis for wage determination.

   b) Allocation to one of the trade categories will be governed by the wage earner's predominant duties.

2. The wages per schedule are established in Wage Schedule A (Art. 62).

ARTICLE 61
TRADE CATEGORY INDEX*

*(Article 61 was last revised by
Change No. 15 – III – TV AL II, effective August 1, 1981.)*

Trade category	Trade/trade group/job title
A 1	a) Jobs not covered by the following trade categories. b) All jobs of wage groups 1 and 2 (Art. 56) – to include jobs in trades with vocational training – insofar as the p e r m a n e n t work assignment does not clearly allow the assignment to one of the following trade categories (jobs typical of the trade). c) Cleaning personnel. d) Kitchen personnel in medical facilities. e) Stokers (furnaces and central heating furnaces).
A 2	Recognized skilled trades under the provisions of the *Berufsbildungsgesetz* (Vocational Training Law) and the *Ausbildungsplatzförderungsgesetz* (Law to Promote the Supply of Training Positions), unless not covered by one of the following trade categories (for example, gardener, butcher, baker, cook, tailor, shoemaker, barber, jobs in interior decoration, upholsterer, saddler (except car upholsterers, car saddlers)).

* *1) For information from the parties to the Tariff Agreement re the compensation structure, click here/see page 75.*
* *2) Transitional provisions re Article 61, click here/see page 73.*

A 3	a)	Automotive trade, to include repair/maintenance of tracked vehicles or construction machines/construction equipment (also, for example, automotive electrician, car upholsterer, body painter).
	b)	Metal treatment workers; metal workers, mechanics, and associated trades unless covered by trade category A 4.
	c)	Engine drivers.
	d)	Crane operators (not for towing vehicles) unless covered by trade category A 4.
	e)	Boiler plant operator and machine operators in heating plants or steam distribution points (see app A, para II.1c).
	f)	Machine operators/attendants unless covered by trade category A 4.
	g)	U.S. Forces facilities only: Employees in aircraft repair and maintenance (see app Z, para III.2a).
A 4	a)	Electricians (for example, also radio technicians, TV technicians, telecommunications electricians/telecommunications technicians); refrigeration technicians, washing machine technicians unless covered by trade category A 3.
	b)	Sheet metal workers, installers (for example, gas; water, sanitary equipment, refrigeration equipment, plumbers, pipe fitters) unless covered by trade category A 3.
	c)	Construction trades (including roofers), construction outfitting.
	d)	Engineering equipment operators, crane operators, construction equipment mechanics.
	e)	Power shovel operators in construction.
	f)	Carpenters and similar trades, model builders, composite/plastic workers unless covered by trade category A 3.
	g)	Painters/varnishers and similar trades unless covered by trade category A 3.
	h)	Glaziers.
A 5		Motor vehicle operators (see app F, part II).

Note for the Record re Article 61.
Insofar as no deviating assignment is expressly agreed, the official systematic list of job titles “Classification of Trades” (*Klassifizierung der Berufe*) as of 1975 – (Publisher: *Statistisches Bundesamt* (German Federal Statistical Office)) will be used for determining the trade category in cases of doubt.

ARTICLE 62
WAGE SCHEDULES A*

(Article 62 was last revised by Change No. 19 – III – TV AL II, effective January 1, 1986 and last modified by Tariff Agreement No. 45 re TV AL II, effective September 1, 2015.)

Monthly pay rates
for a regular workweek of 38.5 hours.

Preliminary remarks
concerning the wage areas for facilities of the U.S. Forces.

(1) **Wage area 1** (Bayern) does not include the municipalities Neu-Ulm and Aschaffenburg.

(2) **Wage area 2** (Hessen, etc.) does also include the Federal *Länder* of Niedersachsen, Schleswig-Holstein, and Bremen, as well as the municipalities Mainz, Wackernheim, and Aschaffenburg.

(3) **Wage area 3** (Baden-Württemberg) includes the municipality Neu-Ulm.

(4) **Wage area 4** (Rheinland-Pfalz) does not include the municipalities Mainz and Wackernheim.

Note for the Record re Article 62 (Wage Schedules A).
(in accordance with Change No. 14, Major Part III, dated December 13, 1980.)
(1) **Leaders** (leader, foreman, leading charge hand) in activities of the British, **Canadian**, and **U.S. Stationing Forces** assigned a degree of responsibility exceeding the degree described in Article 57, paragraph 1, will receive another supplement in addition to the supplement established in Article 57, paragraph.2.
(2) This supplement will be paid in addition to the wage per schedule (Art. 16, para 1a, item (1)) and amounts to up to 10 percent of the rate of wage schedule A applicable to the leader – depending on the contents and scope of the responsibility – plus the leader supplement.
The supplement is part of the basic compensation and is governed by Article 16, paragraph 1a, item (6), as far as computation is concerned.

1. Wage Schedule A 1 (Art. 61: Trade Category A 1).

Effective September 1, 2015 — Amounts in Euro

Wage group (Art. 56)	Facilities of the **U.S. Forces** in the wage areas			
	1 (Bayern)	2 (Hessen, etc.)	3 (Baden-Württ.)	4 (Rheinl.-Pfalz)
1	1,729.45	1,856.69	1,832.72	1,700.16
2	1,822.72	1,957.94	1,936.61	1,802.73
3	1,909.32	2,051.19	2,026.56	1,909.32
Wage group (Art. 56)	Facilities of the ***Belgian*** Forces	***British*** Forces	***French*** Forces	***Canadian*** Forces
1	1,832.04	1,688.82	1,729.45	1,729.45
2	1,933.98	1,802.73	1,822.72	1,822.72
3	2,024.56	1,947.96	1,909.32	1,909.32

Paragraph 1 was last modified by Tariff Agreement Amendment No. 45 re TV AL II, effective September 1, 2015.

* *1) For information from the parties to the tariff agreement re compensation structure, click here/see page 75.*
2) Transitional Provisions re Article 62, click here/see page 73.

2. Wage Schedule A 2 (Art. 61: Trade Category A 2).

Effective September 1, 2015 — Amounts in Euro

Wage group (Art. 56)	Facilities of the **U.S. Forces** in the wage areas 1 (Bayern)	2 (Hessen, etc.)	3 (Baden-Württ.)	4 (Rheinl.-Pfalz)
1	–	–	–	–
2	1,895.33	1,971.27	1,971.27	1,895.33
3	2,100.49	2,174.44	2,174.44	2,100.49
4	2,248.38	2,275.02	2,275.02	2,248.38
5	2,271.02	2,462.21	2,462.21	2,271.02
6	2,398.92	2,509.53	2,509.53	2,422.93
7	2,484.87	2,650.09	2,713.34	2,512.84
Wage group (Art. 56)	Facilities of the ***Belgian*** Forces	***British*** Forces	***French*** Forces	***Canadian*** Forces
1	–	–	–	–
2	1,935.29	1,844.05	1,891.34	1,891.34
3	2,161.11	2,100.49	2,088.51	2,088.51
4	2,194.42	2,118.48	2,197.09	2,197.09
5	2,362.97	2,271.02	2,307.67	2,307.67
6	2,508.18	2,398.92	2,454.89	2,454.89
7	2,675.37	2,484.87	2,713.34	2,713.34

Paragraph 2 was last modified by Tariff Agreement Amendment No. 45 re TV AL II, effective September 1, 2015.

3. Wage Schedule A 3 (Art. 61: Trade Category A 3).

Effective September 1, 2015 — Amounts in Euro

Wage group (Art. 56)	Facilities of the **U.S. Forces** in the wage areas 1 (Bayern)	2 (Hessen, etc.)	3 (Baden-Württ.)	4 (Rheinl.-Pfalz)
1	–	–	–	–
2	1,921.32	2,069.18	2,069.18	1,921.32
3	2,100.49	2,196.42	2,196.42	2,100.49
4	2,141.12	2,279.70	2,279.70	2,141.12
5	2,248.38	2,374.27	2,374.27	2,248.38
6	2,452.90	2,577.46	2,577.46	2,452.90
7	2,646.74	2,858.57	2,858.57	2,646.74
Wage group (Art. 56)	Facilities of the ***Belgian*** Forces	***British*** Forces	***French*** Forces	***Canadian*** Forces
1	–	–	–	–
2	2,013.89	1,921.32	2,114.49	2,114.49
3	2,157.13	2,100.49	2,189.77	2,189.77
4	2,262.36	2,141.12	2,275.71	2,275.71
5	2,350.30	2,248.38	2,370.95	2,370.95
6	2,572.80	2,452.90	2,559.48	2,559.48
7	2,796.61	2,646.74	2,849.90	2,849.90

Paragraph 3 was last modified by Tariff Agreement Amendment No. 45 re TV AL II, effective September 1, 2015.

4. Wage Schedule A 4 (Art. 61: Trade Category A 4).

Effective September 1, 2015 — Amounts in Euro

Wage group (Art. 56)	Facilities of the **U.S. Forces** in the wage areas 1 (Bayern)	2 (Hessen, etc.)	3 (Baden-Württ.)	4 (Rheinl.-Pfalz)
1	–	–	–	–
2	2,035.89	2,075.82	2,219.07	2,021.91
3	2,310.99	2,225.75	2,342.32	2,203.05
4	2,442.25	2,422.93	2,462.21	2,398.92
5	2,506.17	2,526.81	2,600.79	2,462.21
6	2,704.69	2,733.33	2,873.23	2,679.39
7	2,841.25	3,005.79	3,065.73	2,818.60
Wage group (Art. 56)	Facilities of the ***Belgian*** Forces	***British*** Forces	***French*** Forces	***Canadian*** Forces
1	–	–	–	–
2	2,075.82	2,075.82	2,291.67	2,291.67
3	2,262.36	2,185.77	2,362.97	2,362.97
4	2,379.60	2,290.36	2,462.21	2,462.21
5	2,460.21	2,422.93	2,526.81	2,526.81
6	2,691.36	2,635.42	2,737.34	2,737.34
7	2,927.20	2,827.92	2,827.92	2,977.15

Paragraph 4 was last modified by Tariff Agreement Amendment No. 45 re TV AL II, effective September 1, 2015.

5. Wage Schedule A 5 (Art. 61: Trade Category A 5).

Effective September 1, 2015 — Amounts in Euro

Wage group (Art. 56)	Facilities of the **U.S. Forces** in the wage areas 1 (Bayern)	2 (Hessen, etc.)	3 (Baden-Württ.)	4 (Rheinl.-Pfalz)
1	–	–	–	–
2	–	–	–	–
3	–	–	–	–
4	2,239.71	2,275.02	2,275.02	2,157.13
5	2,271.02	2,374.27	2,374.27	2,271.02
6	2,398.92	2,509.53	2,509.53	2,422.93
7	2,515.52	2,634.73	2,634.73	2,538.16
Wage group (Art. 56)	Facilities of the ***Belgian*** Forces	***British*** Forces	***French*** Forces	***Canadian*** Forces
1	–	–	–	–
2	–	–	–	–
3	–	–	–	–
4	2,189.77	2,128.51	2,197.09	2,197.09
5	2,278.37	2,209.06	2,307.67	2,307.67
6	2,454.89	2,356.98	2,454.89	2,454.89
7	2,575.45	2,465.54	2,575.45	2,575.45

Paragraph 5 was last modified by Tariff Agreement Amendment No. 45 re TV AL II, effective September 1, 2015.

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SECTION 18
SALARY TARIFF C FOR SALARIED EMPLOYEES

ARTICLE 63
SALARY SCHEDULE C

*(Article 63 was last revised by
Tariff Agreement Amendment No. 45 re TV AL II, effective September 1, 2015.)*

Monthly pay rates
for a regular workweek of 38.5 hours

Effective September 1, 2015 Amounts in Euro

Salary Group	Salary steps							
	1	2	3	4	5	6	7	End step
1	1,502.97	1,564.24	1,624.23	1,687.49	1,760.07	1,822.72	1,903.30	1,990.58
2	1,678.83	1,743.43	1,816.71	1,876.01	1,949.30	2,026.56	2,123.14	2,226.40
3	1,798.74	1,904.65	2,000.57	2,101.17	2,203.05	2,305.67	2,414.25	2,533.48
4	1,963.95	2,067.19	2,182.43	2,273.04	2,402.92	2,498.85	2,612.77	2,740.64
4a	2,115.15	2,219.07	2,336.31	2,451.56	2,582.12	2,693.37	2,815.93	2,954.50
5	2,358.94	2,498.85	2,610.77	2,750.64	2,875.23	3,005.79	3,146.33	3,300.88
5a	2,512.17	2,635.42	2,757.99	2,891.20	3,041.12	3,146.33	3,290.25	3,460.11
6	2,683.37	2,801.94	2,935.85	3,064.40	3,210.96	3,324.87	3,487.40	3,659.27
6a	2,886.54	3,031.11	3,176.33	3,326.21	3,500.73	3,656.59	3,830.48	4,021.66
7	3,147.01	3,323.53	3,495.39	3,669.25	3,873.76	4,045.61	4,244.82	4,455.99
7a	3,545.35	3,740.56	3,945.06	4,116.90	4,315.40	4,510.62	4,725.74	4,961.57
8	3,991.66	4,185.53	4,388.70	4,580.53	4,807.03	4,990.89	5,233.37	5,491.16
9	4,409.35	4,597.87	4,801.04	4,992.90	5,201.40	5,402.59	5,675.70	5,960.15
10	4,884.31	5,102.13	5,301.32	5,516.46	5,744.32	5,929.50	6,216.59	6,528.36

TRANSITIONAL PROVISIONS RE ARTICLES 61 AND 62

*(In accordance with Article 2, of Change No. 14 re Main Part III,
dated December 13, 1980.)*

A. Incumbency Allowance.

Those wage earners who – without change in duties – are subject to a reduction in their basic compensation (Art. 16, para 1a (except item (7))) as a result of the reclassification (Arts 56, 57, 61, and 62) resulting from this Tariff Agreement effective August 1, 1981 will receive an allowance to preserve their personal pay status in accordance with the following provisions.

1. Basis for Assessment.

   a) For each wage earner administered under the scope of applicability of this Tariff Agreement, the hourly basis for assessment will be determined on July 31, 1981 in order to compute the incumbency allowance in accordance with paragraph 2. The basis for assessment will consist of the pay components listed under Article 16, paragraph 1a (except for item (7)), in the given order.

2. Incumbency Allowance.

   a) If, effective August 1, 1981, the total amount of hourly pay components within the meaning of paragraph 1 to which the wage earner is entitled does not reach the amount of the basis for assessment, the wage earner will receive the difference as an hourly incumbency allowance, provided that work has not changed.

   b) The incumbency allowance is part of the basic compensation. As regards the order of computation (Art. 16, para 7), this allowance will be placed in Article 16, paragraph 1a, between the pay components listed under items (6) and (7).

Note: With the introduction of monthly wage, effective January 1, 1986, agreement was reached to convert the original hourly incumbency allowance to monthly amounts.

3. Offset

   of the incumbency allowance against future pay raises.

   a) The incumbency allowance will be offset against increases in the basic compensation (Art. 16, para 1a) resulting from—

      (1) Permanent change of duties (for example, upgrading, tariff change, or change of trade category).

      (2) Change of wage area or modification of the age area based on the Tariff Agreement.

   b) The incumbency allowance will not be reduced because of a general increase in agreed pay rates, provided that duties have not changed.

B. Additional Agreement Re Article 62 (Wage Schedule A).

There is agreement that—

1. Wage earners in U.S. Forces installations located in Nordrhein-Westfalen will be paid wage schedule rates agreed on for installations of the British Forces.

2. The wage schedule rates for installations of the British Forces cover the areas of the Federal *Länder* of Niedersachsen, Nordrhein-Westfalen and Schleswig-Holstein.

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INFORMATION
RE
APPLICABILITY / IMPLEMENTATION OF TARIFF AGREEMENTS
FOR A REORGANIZATION OF THE COMPENSATION STRUCTURE
OF WAGE TARIFF A *TV AL II* / *TV AL II* (*FRZ.*)
– in coordination with the participating *DGB* Unions
(German Trade Union Federation) –
(excerpt)

I. General Notes.

(Not printed.)

II. Change No. 12 re Major Part I *TV AL II*/Change No. 11 re Major Part I *TV AL II* (*Frz.*).

(Not printed.)

III. Change No. 8 re Major Part II *TV AL II*/*TV AL II* (*Frz.*).

1. (Not printed.)

2. **Re revision of Article 56 *TV AL II*/*TV AL II* (*Frz.*) – Wage Groups –**

a) **General notes.**

(1) The wage group classification is based on the following scheme:

- Unskilled workers.	(wage groups 1 and 2)
- Semi-skilled workers.	(wage group 3)
- Skilled workers.	(wage groups 4 and 5)
- Skilled workers with qualifications.	(wage groups 6 and 7)

(2) It was decided to refrain from declaring a certain wage group to be the "standard wage group". Accordingly, Article 60 *TV AL* II/*TV AL* II (*Frz.*) has also been revised (see para IV.1).

(3) The position criteria have been revised. Thus, when reclassifying wage earners, the appropriate wage group will be established by comparing the performed tasks with the agreed position criteria for each individual case. In most cases, a general comparison (former wage group/corresponding new wage group) will not be possible because formerly agreed position criteria have been left out and some new position criteria have been included.

b) **Re wage group 1.**

Wage rates for this wage group have only been established for trade category A 1. As regards the other ("skilled") trade categories, no wage rates have been established for these wage groups since unskilled wage earners will only be assigned to these trade categories if they perform "duties typical for the profession". However, this requires a certain degree of practice, which results in classification into wage group 2 at the least (see para IV.2b).

c) **Re wage group 2.**
Contrary to the previous provisions of the Tariff Agreement, it will now be possible in all trade categories, with the exception of the trade category for motor vehicle operators, to classify wage earners into wage group 2 (see para IV.2b).

d) **Re wage group 3.**
There seems to be no necessity for special notes.

e) **Re wage group 4(1).**
This is a special group for technical professions with short vocational training or for technical professions with a step-1 degree of a gradual training schedule (generally 24 months—in particular for professions in the construction business).

No wage rates have been established for trade categories A 1 and A 3 of wage group 4 (app A contains special provisions for boilermen, who will have to be classified into trade category A 3, wage group 4). The decisive factors were as follows:

Trade category A 1 does not include acknowledged training professions. Duties requiring completed vocational training (wage group 4 and higher) are allocated to other trade categories.

In the area of trade category A 3, there are at present no relevant professions for which the rules for vocational training establish a training period of less than 30 months. In the event that cases should arise in the future (for example, by changes to or introduction of new rules for vocational training), these wage earners would have to be classified into the next appropriate wage group in consideration of the principles established in Article 51 *TV AL* II/*TV AL* II (*Frz.*), unless the parties to the Tariff Agreement by then have established the corresponding schedule rates.

f) **Re wage group 5(1).**
This wage group covers all other wage earners with completed vocational training, as well as wage earners who can prove completion of the highest step of a gradual training schedule (generally 2d step = 9 months, thus a total of 33 months).

The decisive factor for allocation to wage group 4 or wage group 5 is the length of vocational training "scheduled in accordance with the rules for vocational training". This "scheduled" length of vocational training will not be affected by the fact that the actual length of vocational training may be shorter in individual cases—for example, due to creditable school education.

A corresponding education completed abroad will be considered equivalent to the completed vocational training in accordance with the rules for vocational training.

g) **Re wage group 6(1).**
This wage group covers skilled workers as in wage group 5(1) who, after 2 years of working experience, perform work independently.

The wording "however following 2 years of **working experience in accordance with** wage group 5 case group (1)" will ensure that this is applied only to the duties described in

wage group 5(1). It is, however, not necessary that the wage earner was actually classified into wage group 5(1). The required experience may also be gathered with employers outside the Stationing Forces.

The characteristic "independently" does not express that "a very high level" of independence is required.

h) **Re wage groups 4(2), 5(2), and 6(2).**
These case groups are for wage earners who perform duties that correspond to the respective case group (1) but do not have the completed vocational training as required for that group.

The wording "duties that correspond to case group (1)…" is to be understood in consideration of comparability with the duties described. **Both** [of the following] requirements will have to be met respectively:

(1) Performance of duties pursuant to the respective case group (1), and

(2) Proof of the required length of working experience.

i) **Re wage groups 4(2) and 5(2).**
"Relevant experience" in the meaning of these case groups includes all times during which duties **typical for the profession** have been performed. Such experience may also be gained in wage groups 2 or 3, as well as through work outside the Stationing Forces. The time of vocational training of a wage earner who cannot prove completion or successful completion of relevant vocational training will count towards "relevant experience".

k) **Re wage group 6(2).**
As a requirement for being classified into this case group, the wage earner must have 8 years of "relevant working experience". This results from the criteria "… however following 5 years of relevant working experience" in wage group 5(2) and "… however following 3 years performing duties in accordance with wage group 5 case group (2)" in wage group 6(2).

l) **Re wage group 7.**
Wage earners will be classified into this wage group if they perform duties that require specialized qualification exceeding the criterion "independently" in wage group 6.

3. **Re revision of Article 57 *TV AL* II/*TV AL* II (*Frz.*) – Leader –**

The new arrangement ensures that the wage rate of a leader—to include the leader supplement—exceeds the wage per schedule of the highest graded subordinate wage earner of the team by at least 10 percent.

A higher wage may, for example, result from the leader's own classification.
The leader supplement in accordance with Article 57, paragraph 2b, may not be revoked without a notice for change in employment conditions.

IV. Change No. 14 re Major Part III *TV AL* II/*TV AL* II (*Frz.*)

1. Re revision of Article 60 *TV AL* II/*TV AL* II (*Frz.*)

The revision gives consideration to the fact that there will no longer be a "standard wage".

2. Re revision of Article 61 *TV AL* II/*TV AL* II (*Frz.*) – Trade Category Index –*

a) **General notes.**

(1) Reference is made to note for the record re Article 61. In as much as allocation of duties to the trade categories is clear, it is not necessary to consult the "Classification of Jobs". In cases of doubt, however, the corresponding trade category will be established by using this index. Recommendation is made to primarily use the "systematic part" of the index (pp 15–38) since the "Index of Job Titles" (pp 39 et sqq.) contains numerous, sometimes misleading titles (also reference to para B.II.4 of the introduction to "Classification of Jobs").

To the extent necessary, the **1975 edition** of the systematic index will be used for establishing the trade categories. Modifications made at a later date regarding the allocation of jobs to the job categories/classes of the index have no effect on the trade category index of Article 61 *TV AL II*/*TV AL II* (*Frz.*). The three-digit code numbers of the "code index for job information for insurance purposes" do in fact correspond with the job categories of the "Classification of Jobs". However, for the reasons stated, this code index will **not** be used for establishing the trade categories.

(2) In order to clarify agreed limitations, the appendix of this notes section lists the codes from the systematic index "Classification of Jobs" (1975 edition) for various of the duties/jobs included in the individual trade categories.

(3) The index "Classification of Jobs" – edition of 1975 – was published by the *Statistisches Bundesamt Wiesbaden* (Federal Office of Statistics Wiesbaden) with the publishing house W. Kohlhammer, Stuttgart and Mainz (purchase order number 420100-750000).

b) **Trade category A 1.**

It covers duties that have already been covered by trade category A 1 (old). Fields of activities for which there are acknowledged training professions will be allocated to the trade categories A 2 et sqq. Consequently, no wage rates have been established for wage groups 4 – 7 of trade category A 1 in the wage schedule.

Ammunition workers.

Ammunition workers will be allocated to trade category A 1 if they predominantly "handle ammunition" (for example, sort, deposit, transport ammunition). However, if they predominantly work "on ammunition" (for example, examine, maintain, process ammunition), they will be considered "metal treatment workers" and allocated to trade category A 3.

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* *Article 61 was last revised by Change No. 15 - III - TV AL II, effective August 1, 1981.*

Trade category A 1 – position b) –

The previous general clause, which states that all duties of wage groups 1 and 2 belong to trade category A 1, will be maintained with restrictions. Now, only the **general** unskilled work will belong to trade category A 1. However, unskilled work that can be clearly allocated to the specialized field of one of the other trade categories and only distinguishes itself from the other duties by the degree of qualification will be allocated to the corresponding specialized trade category. The decision will be made in consideration of Article 51, paragraph 3 (predominant duties).

In practice, "duties typical for a profession" will be different from general unskilled work in accordance with position b) because for the former advancement to wage group 3 seems possible with additional qualifications while this will not apply to general work since wage group 3 requires "**technical** on-the-job training".

Trade category A 1 – position e) –

This is for boilermen operating heating equipment used for heating rooms and/or smaller residential houses/mansions irrespective of the fuel used.

c) **Trade category A 2.**

This is the collective group for training professions. The list is not complete. Allocation to this trade category requires the possibility to rule out trade categories A 3 and higher.

The vast majority of these professions were previously covered by trade category A 1 (old).

d) **Trade category A 3.**

This mainly includes professions previously covered by trade category A 2.

As regards allocating professions to this trade category, consideration must be given to the limitations of trade category A 4 (there positions d) and e)) in particular. However, a machine operator will only be allocated to trade category A 4 if he or she predominantly performs work on construction equipment.

Ammunition worker.

Ammunition workers who predominantly work "on ammunition" will also be considered "metal treatment workers" of trade category A 3 – position b) – (see reference in para IV.2b).

e) **Trade category A 4 – position a) –**

These duties previously belonged to trade category A 2 and, in part, to trade category A 4 (old).
Refrigeration and washing machine technicians will also be included in this trade category if the respective equipment is not operated electrically but, for example, with gas.

f) **Trade category A 4 – position b) –**

These duties previously belonged to trade category A 4 (old). Reference must be made to the fact that the term "cooling systems" does not include refrigeration equipment like refrigerators, freezers, etc.

g) **Trade category A 4 – positions c) through h) –**

In addition to the actual professions in the construction business of trade category A 4 (old), various other professions have been included that were previously covered by trade category A 2 (old). These professions (carpenter, painter, glazier, etc.) belong in this category notwithstanding whether or not duties are performed in the context of construction. However, additional consideration must be given to a possible allocation to the automotive trade (trade category A 3 – position a) –).

h) **Trade category A 5.**

A separate trade category has been established for motor vehicle operators, who were previously covered by trade category A 1 (old).

V. Change No. 14 re appendix A *TV AL II*/Tariff Agreement Amendment No. 10 re appendix A *TV AL II* (*Frz.*)

1. **General notes.**

(Not printed.)

2. **Re revision of Special Provisions A**

a) (Not printed.)

b) **Re appendix A, paragraph I.4b(1) *TV AL II***

Including a catalog of "additional duties" for "team leaders" of the building maintenance teams of the U.S. Forces in the Tariff Agreement has been abandoned. However, there is agreement that such include the following tasks – corresponding to the previous agreed arrangement:

(1) Responsibility for adhering to time and work schedules as established by the shop on leaving for the assignment.

(2) Attendance check and registration of work performed by the members of the group.

(3) Issuance of tools and materials to the workers of the group;

regular replenishment of stocks for the shop vehicle;

completion of forms for needs and use of materials.

(4) Registration of damages;

providing information of damages to the shop.

(5) Additional duties with the same responsibility if required or as needed.

c) (Not printed.)

d) **Re appendix A, paragraph II.1c *TV AL II/TV AL II (Frz.)***

Wage group classification A (heat) no longer includes a wage group 2. The general classification provisions of Article 56 *TV AL II*/*TV AL II* (*Frz.*) will henceforth be applicable to the boilermen in heating plants and at steam distribution points (trade category A 1) previously covered by this wage group.

These provisions will also result in classification into wage group 2.
There is agreement that general cleaning and tidying remain part of the scope of functions of these workers.

VI. Change No. 8 re appendix K *TV AL II*/*TV AL II* (*Frz.*)

(Not printed.)

Trade category * (position, if necessary)		Codes of job categories or job groups
A 1	a)	For example, from 742, 744
	b)	For example, from 531
	c)	from 933
	d)	from 548
A 2		For example, from 051, 401, 391, 392, 411, 412, 351 353, 372, 901, 491, 836, 492, from 374 (without 4922 / 3743)
A 3	a)	281 (also from 3114, 4922, 3743, 5125, 2613, 5032)
	b)	251, 252, 270 (not 271), 282, 284 – 286, 291
	c)	from 711
	d)	544 (not from 714) – not 5445 –
	e)	from 547, from 548
	f)	541, 543, 547
	g)	283, from 3114, from 512
A 4	a)	311 – 315 – not 3114 –
	b)	261, 262, 263 – not 2613, 2614 –
	c)	441, 442, 451 – 453, 461 – 466, 470, 481 – 484, 486 – not 4512 –
	d)	546, 5445, from 543
	e)	from 545
	f)	501, 503 – not 5032 – 504, 4512, 502, 151
	g)	511 – 514 – not 5125 –
	h)	485
A 5		714

** Trade category index in the version Change No. 15 – III – TV AL II, effective August 1, 1981.*

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M A J O R P A R T I V

FINAL PROVISIONS

SECTION 19
PROCEDURES ON MATTERS IN DISPUTE

ARTICLE 64
REVIEW OF CLASSIFICATION

(Article 64 was revised by Tariff Agreement Amendment No. 19 re TV AL II, effective March 1, 2005.)

The employee is entitled to have his or her classification reviewed. The review will be made under the grievance procedure as applied by the Stationing Forces of the particular Sending State.

ARTICLE 65

– Not used –

(Article 65 was rescinded by Tariff Agreement Amendment No. 9 re TV AL II, effective April 1, 2003.)

SECTION 20
ENACTMENT AND TERMINATION

ARTICLE 66
ENACTMENT

(Article 66 was last revised by Tariff Agreement Amendment No. 1 re TV AL II, effective January 1, 2001.)

1. This Tariff Agreement has been put into force effective January 1, 1967.

2. The date of enactment of changes to this Tariff Agreement after January 1, 1967, is manifested in the corresponding Tariff Agreement that modifies the *TV AL II*.

ARTICLE 67
TERMINATION

(Article 67 was last revised by Change No. 16 – IV – TV AL II, effective January 1, 1981, and last modified by Tariff Agreement Amendment No. 45 re TV AL II, effective September 1, 2015.)

1. This Tariff Agreement may be terminated subject to observation of the following notice periods to the end of a calendar month:

a)	Major Part I	General Provisions	4 weeks
b)	Major Part II	General Provisions on Classification and Grading	6 months
c)	Major Part III	Wage Tariff, Salary Tariff	

(1)	Article 60 Compensation (Principles)	4 weeks
(2)	Article 61 Trade Category Index	6 months
(3)	Article 62 Wage Schedules A	
	(a) Structure of Schedules, Division into Wage Areas	6 months
	(b) Wage Schedule Rates	4 weeks
	- for the first time to	August 31, 2016
(4)	Article 63 Salary Schedule C	4 weeks
	- for the first time to	August 31, 2016

d) Major Part IV Final Provisions 6 months

e) The special provisions established in the appendixes of this Tariff Agreement each contain their own termination provisions in part IV.

Paragraph 1 was last modified by Tariff Agreement Amendment No. 45 re TV AL II, effective September 1, 2015.

2. Unless otherwise specifically agreed on, terminated provisions will be applied each in the version agreed on before the termination until such time when the Tariff Agreement has been modified or has been replaced by new tariff provisions.

3. a) Each individual provision of the Tariff Agreement may be terminated separately under the conditions of paragraph 1.

   b) The termination will state for which parties to the Tariff Agreement the declaration of the termination is binding.

Bonn; December 16, 1966

Signatures

If the Back button of your browser is not visible, use ALT + Back Arrow to return to previous location.

APPENDIX A

SPECIAL PROVISIONS A FOR WAGE EARNERS

PART I GENERAL PROVISIONS

*(Appendix A, Part I, was last revised by Change No. 14 – A – TV AL II, effective August 1, 1981.)**

1. **Re Article 1, Scope of Applicability.**

Paragraph 1 is supplemented as follows:

a) Special provisions A will apply to the following wage earners:

(1)	Workers in laundries and drycleaning plants.	Paragraph II.1a
(2)	Pest controllers of the U.S. Forces.	Paragraph II.1b
(3)	Boilermen and attendants in heating plants and/or steam distribution points.	Paragraph II.1c
(4)	Craftsmen with additional assignments in preventive maintenance teams of the U.S. Forces.	Paragraph I.4b(1)
(5)	Range wardens with the British Forces.	Paragraph I.4b(2)
(6)	Personnel in aircraft repair, servicing, and maintenance of the U.S. Forces.	Paragraph III.2a
(7)	Longshoremen of the U.S. Forces in Bremerhaven.	Paragraph II.1d Paragraph III.2c
(8)	Aircraft fuellers of the U.S. Forces.	Paragraph II.1e
(9)	Workers in troop dining facilities of the U.S. Forces.	Paragraph I.2c

Paragraph 1 was last modified by Tariff Agreement Amendment No. 9 re TV AL II, effective February 1, 2003.
Paragraph 1 (9) was last modified by Tariff Agreement Amendment No. 21 re TV AL II, effective June 1, 2005.

b) Whenever the wage earners listed under a) fall under the scope of application of other special provisions, these provisions will apply unless they contain an agreement—possibly by reference—according to which individual or all provisions of the Special Provisions A will apply.

** For information from the parties to the tariff agreement re Appendix A, click here/see page 80.*

c) **Apprentices** whose compensation is not regulated in the special provisions of other appendixes fall under the scope of application of the Special Provisions A whereby only paragraph III.3—Pay Schedule AL—and, insofar, the final provisions of appendix A, part IV, will be applied. As for the rest, the general provisions (Arts 1 through 50) will apply in conjunction with the Special Provisions L within the framework of pertinent laws and ordinances.

2. **Re article 9, Regular Workhours.**

a) **Paragraph 1** is supplemented as follows:

For **boilermen and attendants in heating plants and/or steam distribution points** (para II.1c), the regular workhours—excluding breaks—may be extended to up to 43.5 hours per workweek.

b) **Paragraph 2a** is supplemented as follows:

For **boilermen and attendants in heating plants and/or steam distribution points** (para II.1c), the number of workhours established in Article 9, paragraph 1, is replaced by the number 43.5.

c) **Article 9** is supplemented as follows:

For workers in **troop dining facilities of the U.S. Stationing Forces**, the provisions on regular workhours established in appendix H, paragraph I.2, as well as the provisions of appendix H, paragraphs I.3, I.4, and I.5 that reference this regulation apply.

As for the rest, the general provisions of Major Parts I through IV apply to these employees. The rates of wage schedule A, however, apply – in deviation from Article 62 – for the regular weekly workhours established in appendix H, paragraph I.2a(1)(a).

Paragraphs 2a) and b) was last modified by Change No. 19 – A – TV AL II, effective January 1, 1986.
Paragraph 2c) was added with Tariff Agreement Amendment No. 21 re TV AL II, effective June 1, 2005.

3. **Re Article 20, Time Supplements**

Paragraph 2a is supplemented as follows:

When their regular workhours are **extended, boilermen and attendants in heating plants and/or steam distribution points** (para II.1c) will receive a supplement amounting to—

a) 25 percent of the basic compensation for those workhours that, in accordance with appendix A, paragraph I.2a, exceed the weekly workhours established in Article 9, paragraph 1, [and extend to] up to 43.5 hours per workweek.

b) 10 percent of the basic compensation for those workhours which, in accordance with appendix A, paragraph I.2b, have been established as regular workhours beyond the 43.5 hours.

Paragraph 3 was last modified by Change No. 20 – A – TV AL II, effective January 1, 1987.

4. **Re Article 21, Other Allowances.**

a) **Paragraph 1b** (performance allowances for assembly/production line work) does not apply to **workers in laundries and drycleaning plants** (para II.1a).

b) **Paragraph 2** (Functional Allowance) is supplemented as follows:

(1) **Craftsmen with special additional functions**
("team leaders") in preventive maintenance teams (PM teams) of the U.S. Forces who, in addition to their technical duties within the context of their work assignment, are required to perform additional functions in the team, which are specified in the pertinent guidelines, will receive a functional allowance amounting to DM60 (€30.68) per calendar month.
It is not incumbent on the team leader to technically supervise the activities of the members of the PM team that generally comprises of two to four craftsmen.
Within the scope of the work schedule, the team leader participates in the performance of prescribed repair work.
The team leader is not a leader within the meaning of Article 57.

(2) **Range Wardens of the British Forces.**
[**Translator's Note:** This does not apply to the U.S. Forces and has not been translated.]

(3) **Longshoremen of the U.S. Forces in Bremerhaven**
who, on December 31, 1988, had been employed under the scope of applicability of Special Provisions N, which were rescinded effective January 1, 1989, and whose permanent duty assignment includes driving heavy armored vehicles, will receive a functional allowance amounting to DM 40 (€20.45) per calendar month.

(4) **Operators of fully automated fueling equipment**
for rotary and fixed wing aircraft with the U.S. Forces will receive a functional allowance amounting to 7.5 percent of the basic compensation for the specific stress regularly associated with these duties.

c) **Paragraph 4a** (Severity Allowance) is supplemented as follows:

Pest controllers of the U.S. Forces will not receive a severity allowance in accordance with the provisions of appendix S for severe working conditions inherent in their job (appendix A, paragraph II.1b), which involve handling of poisons and gases in connection with pest control. Insofar, severe working conditions are compensated by tariff wages.

Paragraph 4 was last modified by Tariff Agreement Amendment No. 9 re TV AL II, effective February 1, 2003.

5. **Re Article 37, Work Clothing.**

For **workers in troop dining facilities of the U.S. Stationing Forces, Article 37** is supplemented as follows:

The required work clothing will be provided by the activity.

It will be laundered or dry-cleaned at the expense of the activity; otherwise, an amount of €20 per month will be paid as reimbursement.

Paragraph 5 was added by Tariff Agreement Amendment No. 22 re TV AL II, effective June 1, 2005.

PART II
PROVISIONS ON CLASSIFICATION

*(Appendix A, Part II was last revised by
Change No. 14 – A – TV AL II, effective August 1, 1981.)*

1. **Re Article 56, Wage Groups.**

a) The wage group classification of Article 56 does not apply to **workers in laundries and drycleaning plants** – appendix A, paragraph III.2b. Instead, the following will apply:

Wage Group Classification A (WR).

Wage Group 1.

a. Unpacking, sorting, counting, weighing of laundry;
sorting out/exchanging damaged military laundry;
checking for suitability (military laundry);
making entries into lists, issue or turn-in slips;
checking (for full number) and packing.

b. Spreading or shaking of wet or damp laundry.

c. Sorting by color, material, or type of laundry.

d. Presorting according to lots or organizational symbols.

e. Simple sewing work; simple repairs.

Wage Group 2.

a. Working on mangles and mangle belts.

b. Automatic ironing, working on presses.

c. Working at tumblers and dryers.

d. Marking laundry.

e. Sorting and assembling from slips or lists in the issue point.

f. Light transport work (including loading and unloading of machines in the drycleaning plants and/or laundries).

Wage Group 3.

a. Automatic ironing or pressing of men's shirts and dry-cleaned outer garments.

b. Simple removal of spots and simple work using standard spot remover.

c. Hand-ironing.

Wage Group 4.

a. Difficult removal of spots.

b. Difficult ironing.

Wage Group 5.

a. Duties that require completed vocational training and are performed under general supervision

b. Loading and unloading, operating washing machines and drycleaning machines, including selection and determination of quantity of prescribed washing agents.

Wage Group 6.

The significant difference between the duties of wage group 5 and this wage group is in that they are predominantly performed independently and entail responsibility.

Wage Group 7.

The significant difference between the duties of wage group 6 and this wage group is in that they are exclusively performed independently.
At least 3 years of on-the-job experience in wage group 5 and/or wage group 6 is required.

Paragraph 1a was last modified by Change No. 16 – A – TV AL II, effective August 1, 1981.

b) The wage group classification of Article 56 does not apply to **pest controllers** of the U.S. Forces (appendix A, paragraph III.1b). Instead, the following will apply:

Wage Group Classification A (S)

Wage Group 3.

Pest controllers who do not meet the requirements of the following wage groups.

Wage Group 4.

Pest controllers who hold a certificate of completed special training with the U.S. Forces and provide evidence of 1 year practical experience in this field and independently perform all relevant pest control duties within the scope of their work assignment.
The duties of wage earners graded in wage group 4 may include providing on-the-job training for pest controllers in wage group 3.

Wage Group 5.

a. Pest controllers who meet the requirements of wage group 4 and who are assigned – in addition to their technical duties – additional duties clearly defined in the relevant regulations.

b. Pest controllers who exceed the requirements of wage group 4 in that they perform additional duties in accordance with subparagraph a in their own field and on their own responsibility. These wage earners are not subordinate to a leader.

Wage Group 6.

Leaders who have been assigned the technical responsibility for the entire work of a number of pest controllers of wage group 4 and/or wage group 5 (subpara a) in a specific geographic area.

c) The wage groups of Article 56 do not apply to **boilermen and attendants in heating plants and/or steam distribution plants** (Trade Category – Art. 61 – A 3 subpara e). Instead, the following will apply:

Wage Group Classification A (Boilermen)

Wage Group 3.

a. Helpers in high-pressure heating plants.

b. Boilermen who operate low-pressure heating plants.

Wage Group 4.

a. Boilermen who operate automatic low-pressure heating plants with high-capacity boilers or comparable low-pressure heating plants with more than 1 million Kcal/h per boiler.

b. Boilermen (without State-recognized certificate of qualification) who operate high-pressure heating plants and work under the supervision of a wage earner of wage group 5 or wage group 6.

Wage Group 5.

a. Boilermen who operate high-pressure heating plants
- with State-recognized relevant certificate of qualification.

b. Boilermen who operate high-pressure heating plants
- without State-recognized certificate of qualification, however, with at least 3 years of experience with high-pressure heating plants.

c. Attendants in steam distribution points of high-pressure long-distance heating plants
- with State-recognized relevant certificate of qualification or with proof of successful completion of a vocational training as a skilled worker in the metalworking industry.

Wage Group 6.

Boilermen who operate automatic high-pressure heating plants with State-recognized relevant certificate of qualification.

Paragraph 1c was last modified by Change No. 30 – A – TV AL II, effective November 1, 1997.

d) The wage group classification of Article 56 does not apply to **longshoremen of the U.S. Forces in Bremerhaven** who, on December 31, 1988, had been employed under the scope of applicability of Special Provisions N, which were abolished effective January 1, 1989. Instead, the following will apply.

Wage Group Classification A (N)

Wage Group 1.

- Longshoremen/dock workers.

- Warehouse workers.

Wage Group 2.

- Tallymen.

- Forklift operators or materials handling equipment operators.

- Dispatcher with driver's license, also functioning as driver.

Wage Group 3.

- Tractor drivers (heavy equipment).

- Inspector for final inspection of privately owned vehicles.

Paragraph 1d was added by Change No. 22 – A – TV AL II, effective January 1, 1989.

e) The wage group classification of Article 56 does not apply to **aircraft fuellers** with the U.S. Forces (app A, para III.1d). Instead, the following will apply:

Wage Group Classification A (Tank)

Wage Group 5.

Operators of fully automated fueling equipment for rotary and fixed wing aircraft with completed vocational training in a motor vehicle, metal, or mechanics or mechatronics trade.

Wage Group 6.

Operators of fully automated fueling equipment for rotary and fixed-wing aircraft with completed vocational training in a motor vehicle, metal, or mechanics or mechatronics trade with 2 years of work experience in the trained profession, or after 2 years of work experience in accordance with wage group 5.

Paragraph 1e was added by Tariff Agreement Amendment No. 9 re TV AL II, effective February 1, 2003.

2. Re Article 57, Leaders.

a) Article 57 does not apply to "team leaders" of the U.S. Forces (app A, para I.4b(1)).

b) **Paragraph 2** does not apply to **pest controllers** of the U.S. Forces (see app A, para II.1b).

c) **Paragraph 2** will be supplemented as follows for **workers in laundries and drycleaning plants** (app A, para II.1a):
Leaders of employees of wage group 4 will be classified into wage group A (WR) – 7.
Article 57 applies to leaders of employees of wage groups 5 and 6.

PART III
WAGE RATES

(Appendix A, Part III, was last revised by Change No. 14 – A – TV AL II, effective August 1, 1981.)

1. Re Article 61, Trade Category Index.

a) Article 61 does not apply to **workers in laundries and drycleaning plants**.

b) **Pest controllers of the U.S. Forces** will be assigned to trade category A 2.

c) Article 61 does not apply to **longshoremen of the U.S. Forces in Bremerhaven** who, on December 31, 1988, had been employed under the scope of application of Special Provisions N, which were abolished effective January 1, 1989.

Paragraph 1c was added by Change No. 22 – A – TV AL II, effective January 1, 1989.

d) **Operators of fully automated fueling equipment** for rotary and fixed-wing aircraft with the U.S. Forces will be assigned to trade category A 3.

Paragraph 1d was added by Tariff Agreement Amendment No. 9 re TV AL II, effective February 1, 2003.

2. Re Article 62, Wage Schedules A.

a) Article 62 – Wage Schedule A 3 – shall not apply to personnel in **aircraft repair, servicing, and maintenance**. Instead, the following has been agreed for these employees:

Wage Schedule A (FI)
(Trade Category A 3, subpara g)

Monthly pay rates
for regular weekly workhours of 38.5 hours

Effective September 1, 2015 — Amounts in Euro

Wage group	Wage Area		
	Hessen	Baden-Württemberg	Rheinland-Pfalz
3	2,362.97	2,464.22	2,362.97
4	—	—	—
5	2,547.47	2,781.92	2,524.15
6	2,757.32	3,054.41	2,708.02
7	3,026.42	3,198.97	2,857.25

b) Article 62 shall not apply to **workers in laundries and drycleaning plants**. Instead, the following has been agreed for these employees:

(1) **Wage Schedule A (WR)**
(Appendix A, paragraph II.1a)

Monthly pay rates
for regular weekly workhours of 38.5 hours

Effective September 1, 2015 Amounts in Euro

Wage Group						
1	2	3	4	5	6	7
1,616.88	1,657.53	1,669.52	1,732.80	1,905.32	2,007.92	2,209.06

(2) The following allowances will be paid in addition to the rates in accordance with paragraph (1) as a component to the wages per wage schedule:

Wage group	Duties	€
4 (subpara b)	Difficult ironing work.	31.62
4 (subpara b)	Ironing of formal dresses if this is the predominant work.	76.04
7	Laundrymen, dryers, workers in chemical drycleaning plants with sole responsibility for the operation.	108.99

If several of these duties coincide, only the highest allowance will be paid respectively.

c) Article 62 does not apply to **longshoremen of the U.S. Forces in Bremerhaven** who, on December 31, 1988, had been employed under the scope of application of Special Provisions N, which were abolished effective January 1, 1989. Instead, the following has been agreed on for these employees:

Wage Schedule A (N)
(Appendix A, paragraph II.1d)

Monthly pay rates
for regular weekly workhours of 38.5 hours

Effective September 1, 2015 Amounts in Euro

Wage Group 1	2,634.09
Wage Group 2	2,858.57
Wage Group 3	2,947.83

Paragraph 2 was last modified by Tariff Agreement Amendment No. 45 re TV AL II, effective September 1, 2015.

3. **Pay Schedule AL**
for Apprentices
(Appendix A, paragraph I.1c)

Monthly Apprenticeship Pay

Effective September 1, 2015 Amounts in Euro

Year of Apprenticeship			
1	2	3	4
647.27	730.44	815.85	892.01

Paragraph 3 was last modified by Tariff Agreement Amendment No. 45 re TV AL II, effective September 1, 2015.

PART IV
FINAL PROVISIONS

(Appendix A, Part IV, was last revised by
Tariff Agreement Amendment No. 1 – A – TV AL II, effective January 1, 2001.)

Re Article 67, Termination.

Paragraph 1 is supplemented as follows:

Special Provisions A may be terminated subject to the following time limits to the end of a calendar month:

(1) Part I General Provisions 6 months

(2) Part II General Provisions on Classification 6 months

(3) Part III Wage Tariff

(a) Wage schedule structure
subdivision of the wage areas 6 months

(b) Wage schedule rates 4 weeks
– for the first time to August 31, 2016

Part IV was last modified by Tariff Agreement Amendment No. 45 re TV AL II, effective September 1, 2015.

APPENDIX B

SPECIAL PROVISIONS B
FOR EMPLOYEES IN AAFES-EUR MANUFACTURING PLANTS

PART I
GENERAL PROVISIONS

Appendix B, Part I, was last revised by Tariff Agreement Change No. 33 – B – TV AL II, effective March 1, 1999.

1. Re Article 1, Applicability.

Paragraph 1 is supplemented as follows:

a) The Special Provisions B apply to **wage earners** in manufacturing plants of the U.S. Forces' Army and Air Force Exchange Service (AAFES-Eur) in Grünstadt who perform duties listed in wage group classification B (app B, para II.2) or who should be considered for a comparison of duties in accordance with the provisions of appendix B, paragraph II.1.

b) **Foremen** in the activity mentioned in a) are subject to the scope of applicability of Special Provisions B, of which only the following provisions will apply:

Paragraph II.4 (Salary Groups).
Paragraph III.2 (Salary Schedule).

The final provisions of appendix B, Part IV, will insofar also be applied to them. As for the rest, the general provisions (Arts 1 through 50) apply in conjunction with the Special Provisions D.

2. Re Article 9, Regular Workhours.

Paragraph 1 is supplemented as follows:

When machines or rhythm dictate work, the employee must be allowed sufficient time during workhours for his or her personal needs by providing stand-in personnel or paid short breaks. These short break periods will be considered workhours.
If the employer requires the employee in the production areas of the industrial bakery or mineral-water production to wear certain employer-provided work clothing and to put on and remove such work clothing only within the production facility, the time spent putting on and removing such work clothing will be considered workhours up to a total duration of 10 minutes per day.

Paragraph 2 was last modified by Tariff Agreement Amendment No. 38 re TV AL II, effective September 1, 2011.

3. Re Article 21, Other Allowances.

a) **Paragraph 1b** (production line allowance) does not apply.

b) **Paragraph 2** (functional allowance) is supplemented as follows

Wage earners in wage group 1 of wage group classification B – appendix B, paragraph II.2 – who, in addition to their duties, have to operate a forklift will receive a functional allowance amounting to 5 percent of their monthly wage per schedule (Art. 16, para 1a, subpara (1)).

Paragraph 3 was last modified by Tariff Agreement Amendment No. 23 re TV AL II, effective April 1, 2006.

PART II
PROVISIONS ON CLASSIFICATION

(Appendix B, Part II, was last revised by Change No. 33 – B – TV AL II, effective March 1, 1999.)

1. Re Article 51, Classification.

Paragraph 2 is supplemented as follows:

The classification of duties that are not listed under the individual wage groups of wage group classification B will be determined by comparison with the given job criteria and examples. This will have no effect on the works council's legally awarded participation rights.

2. Re Article 56, Wage Groups.

The wage groups of Article 56 do not apply to wage earners in ice cube production, mineral water production, meat processing, ice cream production, and the bread and pastry production plant. Instead, the following applies:

Wage Group Classification B

a) Ice cube production.

Wage Group 1.

– Operating ice cube machines, including packing and depositing ice cube bags.
– Simple cleaning.

b) Mineral water production.

Wage group 1.

– Filling fully automated bottling plants with empties, including depositing and packing water supply tanks.
– Warehouse and transport duties.
– Simple cleaning.

Wage group 2.

– Adding minerals.
– Operating and controlling fully automated bottling plants.

– Cleaning water tanks.
– Work on bottling plants during change-over to different tank sizes.
– Operating automated water-filtering plants.

c) Ice cream production.

Wage group 1.

– Equipping with ice cream containers and controlling ice cream machines.
– Packing, labeling ice cream containers, and weighing packed products.
– Simple cleaning.

Wage group 2.

– Heavy warehouse work and transportation, also using forklifts.

Wage group 3.

– Responsible mixing of ingredients as prescribed in recipes.
– Responsible adding of flavor ingredients as prescribed in recipes.
– Weighing and composing ice cream ingredients as prescribed in recipes.
– Pasteurizing and homogenizing.
– Operating different ice cream-processing machines in a responsible manner.

d) Bread and pastry production plant.

Wage group 1.

– Filling, removing, or other unskilled work in the production or at machines.
– Wrapping or packing.
– Simple cleaning.

Wage group 2.

– Operating simple machines and performing helpers' work at machine plants.
– Assorting articles for dispatch as ordered.

Wage group 3.

– Independently operating and adjusting wrapping and cutting machines.
– Producing different pastries.

Wage group 4.

– Operation and supervision of ovens.
– Weighing and composing ingredients as prescribed in recipes.
– Pre-mixing and mixing dough at machines.
– Dividing dough at machines.
– Confectioner.

Paragraph 2 was last modified by Tariff Agreement Amendment No. 25 re TV AL, II effective May 1, 2006.

3. Re Article 57, Leaders.

Paragraph 2 does not apply. Instead, the following is agreed on:

Leaders will receive a leader supplement amounting to 10 percent of their monthly wage (Art. 16, para 1a, subparas (1) through (5)).
Provided that the result is more advantageous to the leader, the leader supplement will be computed on the basis of the monthly wage (Art. 16, para 1a, subparas (1) through (5)) of the wage earner in the group with the highest wage per schedule (Art. 16, para 1a, subpara (1)).

4. Re Article 58, Salary Groups.

Does not apply. Instead, the following is agreed on:

a) Instead of the job criteria and examples established for foremen in the Special Provisions D – appendix D, paragraph II.1 – only the following general job criteria will apply:

Sharing responsibility for long-range planning of work; organization of the activity, efficiency of the organization, technical training of subordinate employees for one or several shifts; and other related duties that, by their nature, are exclusively performed by salaried employees.

b) Foremen will be classified in the following salary groups:

		Salary group (appendix D, paragraph III.2)
(1)	Foremen who supervise employees in wage group 4	D2
(2)	All other foremen	D1

PART III
WAGE TARIFF B AND SALARY TARIFF B

(Appendix B, Part III was last revised by Change No. 33 – B – TV AL II, effective March 1, 1999.)

1. Article 60, Compensation (Principles)

Article 61, Trade Category Index

Article 62, Wage Schedules A

do not apply. Instead, the following is agreed on:

Wage Schedule B
for Employees in AAFES-Eur Manufacturing Plants

Monthly pay rates
for regular weekly workhours of 38.5 hours

Effective September 1, 2015	Amounts in Euro
Wage group 1	2,034.24
Wage group 2	2,185.24
Wage group 3	2,387.61
Wage group 4	2,504.00

Wage Schedule B was last modified by Tariff Agreement Amendment No. 45 re TV AL II, effective September 1, 2015.

2. Re Article 63, Salary Schedule C.

Does not apply. Instead, the following is agreed on:

For **foremen** falling under the scope of application of Special Provisions B – appendix B, paragraph I.1b – salary schedule D(2) of appendix D, Part III, will be applicable.

PART IV
FINAL PROVISIONS

(Appendix B, Part IV, was last revised by
Tariff Agreement Amendment No. 2 re TV AL II, effective January 1, 2001.)

Re Article 67, Termination.

Paragraph 1 is supplemented as follows:

The Special Provisions B may be terminated subject to the following time limits to the end of a calendar month

(1)	Part I	General Provisions	6 months
(2)	Part II	Provisions on Classification	6 months
(3)	Part III	Wage Tariff B, Salary Tariff B	4 weeks
	– for the first time to		August 31, 2016

Part IV was last modified by Tariff Agreement Amendment No. 45 re TV AL II, effective September 1, 2015.

TRANSITIONAL PROVISIONS

(In accordance with Article 2 of Change No. 33 pertaining to appendix B, TV AL II dated December 16, 1998.)

1. The revision of Special Provisions B, *TV AL II*, requires reclassification of all employees remunerated in accordance with Wage Schedule B effective March 1, 1999.

2. For employees who – without change in duties – experience a decline in pay due to the revision of the Special Provisions B, the following is agreed on in order to protect their pay status:

3. If, after March 1, 1999, the monthly pay for a **wage earner** remunerated in accordance with Wage Schedule B falls below the monthly pay before this date, the difference will be paid as a pay protection supplement (Art. 16, para 1a, subpara (4) *TV AL II*).

   For the comparison of monthly pay rates, consideration is given to the wage schedule rate plus possible functional allowances and leader supplements.

   The pay protection supplement will be offset against future pay raises. Offset against pay raises due to a general raise of wage schedule rates are admissible only after December 31, 1999. Offsets will be limited to an amount of 20 percent of the original amount of the supplement.

4. **Foremen** who, as a consequence of the revision of Special Provisions B, are transferred from salary group D2 to salary group D1 will be placed in that step of this salary group that equals the previously held rate or which falls below it the least. The difference to the previously held step rate will be paid as a pay protection supplement (Art 16, para 1a, item (4), *TV AL II*). The pay protection supplement will be absorbed on expiration of the full waiting period in the new pay grade with the step increase that subsequently becomes due.

APPENDIX C

SPECIAL PROVISIONS C
FOR SALARIED EMPLOYEES

PART I
GENERAL PROVISIONS

*(Appendix C, Part I, was last revised by
Tariff Agreement Amendment No. 14 re TV AL II, effective January 1, 2004.)*

1. Re Article 1, Scope of Applicability.

Paragraph 1 is supplemented as follows:

Special Provisions C apply to the following salaried employees:

a) **Teachers** at schools of the Sending States Forces.

b) **Salaried employees in the air traffic control service** of the U.S. Forces.

c) **Telecommunications personnel.**

d) **Salaried employees in data processing facilities.**

2. Re Article 2, Regular Workhours.

Paragraph 1 is supplemented as follows:

The regular workhours for **teachers** will normally not exceed 30 hours of instruction time.

3. Re Article 10, Overtime.

Does not apply to **teachers**.

4. Re Article 11, Night Work.

Does not apply to **teachers**.

5. Re Article 12, Sunday Work.

Does not apply to **teachers**.

6. Re Article 13, Holiday Work.

Does not apply to **teachers**.

7. Re Article 16, Computation of Earnings.

Paragraph 2a (Basic Compensation for Extended Regular Workhours)
Does not apply to **teachers.**

8. Re Article 20, Time Supplements.

Does not apply to **teachers.**

9. Re Article 33, Annual Leave.

Paragraph 5c is supplemented as follows:

Teachers must take their annual leave during school vacation periods.

On request of the employing agency, teachers are required to make themselves available during school vacation periods to perform other reasonable duties within the scope of their school activities.

PART II
PROVISIONS ON CLASSIFICATION AND GRADING

(*Appendix C, Part II, was last revised by Change No. 3 – C – TV AL II, effective October 1, 1969.)*

1. Re Article 58, Salary Groups.

Does not apply. Instead the salary group classifications of paragraphs 3, 4, 5, and 6 (below) will apply.

Paragraph 1 was last modified by Change No. 12 – C – TV AL II, effective January 1, 1976.

2. Re Article 59, Additional Salary Groups 4A to 7A.

Does not apply.

Paragraph 2 was last modified by Change No. 12 – C – TV AL II, effective January 1, 1976.

3.

Salary Group Classification C (L)*
for Teachers

Position	Job Characteristics	Salary Group (Art. 63)
C (L) 1	Teachers who have successfully completed at least the first State Examination for the acquisition of a teaching certificate to teach at an intermediate secondary school or academic high school, or possess comparable qualifications recognized by the respective Sending State Force and who teach at a middle school.	C7A
C (L) 2	Teachers who have successfully completed at least the first State Examination for the acquisition of a teaching certificate to teach at an elementary, intermediate secondary school, or high school, or possess comparable qualifications recognized by the respective Sending State Force and who teach at an elementary or primary school.	C7

Paragraph 3 was last modified by Tariff Agreement Amendment No. 40 re TV AL II, effective January 1, 2012.

4.

Salary Group Classification C (FS)*
for Salaried Employees in the Air Traffic Control Service
of the U.S. Forces

Abbreviations:

ABG – Group of Training Authorizations / *Ausbildungsberechtigungsgruppe*
AFOD – Army Flight Operations Detachment / *Heeresfliegerleitstelle*
APP – Approach / *Anflugkontrolle*
ARAC – Army Radar Approach Control / *Heeresradaranflugkontrolle*
ATM – Air Traffic Management / *Luftverkehrsverwaltung*
AAG – Group of Assignment Authorizations / *Einsatzberechtigungsgruppe*
FB – Flight Adviser / *Flugberater*
FDB – Flight Data Processor / *Flugdatenbearbeiter*
FIS – Flight Information Service / *Fluginformationsdienst*
IFR – Instrumental Flight Rules / *Instrumentenflugregeln*
NOTAM – Notice to Airmen / *Nachrichten für Luftfahrer*
TWR – Tower
VFR – Visual Flight Rules / *Sichtflugregeln*

* *1) For transitional provisions re CII.3 click here/see page 116.*
2) For transitional provisions re CII.4, click here/see page 117.

Position	Job Characteristics	Salary Group (Art. 63)
C (*FS*) 1	**Salaried employees performing duties which require completed vocational training, or in-house training, or work experience in a previous position by which equivalent technical knowledge, abilities, and skills are being acquired, for example—** Duties in the operational air traffic control service as— — Air Traffic Management (ATM) Specialist (with license) **during training** for obtaining authorizations for flight data processing in Air Traffic Control (*FDB*). — Flight Data Processor (with license) **during training** for obtaining authorizations for flight data processing in Air Traffic Control (FDB). — Flight Adviser (with license) **during training** for obtaining authorizations in flight advice (*FB*) in AFOD or on category I airfields.	C5A
C (*FS*) 2	**Salaried employees performing duties of group 1 that require additional qualified work experience or a higher degree of independence, for example—** Duties in the operational air traffic control service as— — Air Traffic Controller (*VFR*/Tower) **during training** for obtaining authorizations on category-I airfields. — ATM Specialist with authorizations covering an *ABG* for the line of work of flight data processing in the air traffic control service (FDB), AFOD **and** for FIS line of work. — Flight Data Processor (*FDB*) with at least four authorizations or EBG. — Flight Adviser (with license) **during training** for obtaining authorizations in the flight advisory service (*FB*) on category II airfields. — Flight Adviser (*FB*) with *EBG* in AFOD or on category-I airfields. — *FS* Technician on appointment until obtaining required *EBG*. *FS*-related processing equivalent to the general requirements of this salary group as regards qualification, work experience, and independence.	C6A

Position	Job Characteristics	Salary Group (Art. 63)
C (*FS*) 3	**Salaried employees performing duties that are generally performed independently and that require additional experience or additional qualifications to be acquired in technical college programs or advanced job-related training or professional specialized training, for example—** Duties in the operational air traffic control service as— — Air Traffic Controller (Tower/Approach) with *ABG* **during training** for obtaining authorizations on category II airfields. — Air Traffic Controller with license and *EBG* on category I airfields. — ATM Specialist with authorizations covering an *EBG* for the line of work of flight data processing in the Air Traffic Control Service (*FDB*), AFOD **and** for FIS line of work. — Senior Flight Data Processor [after at least 8 years as *FDB* with EBG, including instructor's license or performance of extra duties for the last 4 years]. — Flight Adviser (*FB*) with EBG on category II airfields. — Senior Flight Adviser [after at least 8 years FB with *EBG*, including instructor's license or performance of extra duties for the last 4 years] in AFOD or on category I airfields. — *FS* Technician on obtaining the required *EBG*. *FS*-related processing equivalent to the general requirements of this salary group as regards qualification, work experience, and independence. Deputy Airfield Manager of a category I airfield.	C7A
C (*FS*) 4	**Salaried employees performing duties of group 3 that require a higher degree of experience or independence and include corresponding responsibility, for example—** Duties in the operational air traffic control service as— — Air Traffic Controller (Tower/Approach) with *ABG* **during training** for *EBG* on category II airfields with ARAC.	C7A

Position	Job Characteristics	Salary Group (Art. 63)
	— Senior Air Traffic Controller [after at least 8 years as Air Traffic Controller with *EBG*, including instructor's license or performance of extra duties for the last 4 years] on category I airfields. — Senior ATM Specialist [after at least 8 years with licenses covering an *EBG*, including instructor's license or performance of extra duties for the last 4 years] for the line of work of flight data processing in the air traffic control service (*FDB*), AFOD **and** for FIS line of work. — *FDB* operation control in AFOD. — *FB* operation control in AFOD. — Senior Flight Adviser [after at least 8 years *FB* with *EBG*, including instructor's license or performance of extra duties for the last 4 years] on category II airfields. — *FS* Technician after 8 years of work experience with *EBG*. — *FS* Engineer. *FS*-related processing equivalent to the general requirements of this salary group as regards qualification, work experience, and independence. Airfield Manager of a category I airfield. Deputy Airfield Manager of a category II airfield. Engineering duties. Particularly qualified duties of a technician.	
C (*FS*) 5	**Salaried employees performing duties that include a high degree of independence and responsibility, or require extended and more comprehensive technical knowledge, for example—** Duties in the operational air traffic control service as— — Air Traffic Controller (Tower/Approach) with *EBG* on category II airfields. — Deputy Manager of AFOD. — *FS* Engineer after at least 6 years of performing duties requiring authorizations and at least 1 year after obtaining complete *EBG*. Airfield Manager of a category II airfield.	C8

Position	Job Characteristics	Salary Group (Art. 63)
C (*FS*) 6	**Salaried employees performing duties of group 5 that require a particularly high degree of experience and additional technical knowledge, and include corresponding responsibility, for example:** Duties in the operational air traffic control service as— — Senior Air Traffic Controller (Tower/Approach) [after at least 8 years as Air Traffic Controller with *EBG*, including instructor's license for the last 4 years] on category-II airfields. — Manager of AFOD. — Senior *FS* Engineer [after at least 8 years after obtaining complete *EBG*, including instructor's license for the last 2 years].	C9

Notes for the record

(1) **Category I** airfields are airfields with Visual Flight Rules (VFR) operations.
Category II airfields are airfields with VFR and Instrumental Flight Rules (IFR) operations.

(2) Salaried employees in the air traffic control service of the U.S. Forces of positions C (*FS*) 1 through C (*FS*) 6 working on category II airfields with complex mixed traffic will receive an increased salary per schedule for the associated special strain. The increased salary per schedule amounts to 105 percent of the schedule rate of the respective salary group in Article 63.
Airfields with complex mixed traffic are airfields where rotary and fixed wing aircraft with propeller or turbine drive regularly take off and land.

(3) Air Traffic Controllers (Tower/Approach) with *EBG* of positions C (FS) 5 and C (FS) 6 performing duties at an Army Radar Approach Control (ARAC) facility will receive an increased salary per schedule for the associated special strain. The increased salary per schedule amounts to 105 percent of the schedule rate of the respective salary group in Article 63.
If, at the same time, the prerequisites for an increased salary per schedule in accordance with the note for the record (2) are met, the increased salary per schedule amounts to 110 percent of the schedule rate of the respective salary group in Article 63.

Paragraph 4 was last revised by Tariff Agreement Amendment No. 9 re TV AL II, effective February 1, 2003.

5. **Salary Group Classification C (TK) for Telecommunications Personnel**

Position	Job Criteria	Salary Group (Art. 63)
C (TK) 1	**Telephone Operator** in a telephone exchange service for an installation or garrison during on-the-job training. The training period may not exceed 6 months.	C3
C (TK) 2	**Telephone Operator** (1) in a telephone exchange service for an installation/ garrison. (2) in a regional telephone exchange service during on-the-job training. The training period may not exceed 6 months.	C4
C (TK) 3	**Telephone Operator** (1) in a regional telephone exchange service. (2) as a shift leader in a telephone exchange service for an installation or garrison.	C4A
C (TK) 4	**Telephone Operator** as a shift leader in a regional telephone exchange service.	C5
C (TK) 5	**Telephone Operator (Supervisor)** (1) as a chief of a telephone exchange service for an installation or garrison. (2) as a deputy chief of a regional telephone exchange service. **Telecommunications Technician** during on-the-job training until obtaining the ability to perform the duties of a telecommunications technician in salary group C (TK) The training period may not exceed 12 months.	C5A
C (TK) 6	**Telephone Operator (Supervisor)** as a chief of a regional telephone exchange service. **Telecommunications Technician** Maintenance, diagnostic, and repair work on telecommunication systems and equipment that do not require systems certification.	C6
C (TK) 7	**Telecommunications Technician** Maintenance, diagnostic, and repair work on telecommunication systems and equipment that do require systems certification.	C6A
C (TK) 8	**Telecommunications Technician (Supervisor)** (1) as a chief of a local telecommunications facility. (2) as a deputy chief of a regional telecommunications facility.	C7
C (TK) 9	**Telecommunications Technician (Supervisor)** as a chief of a regional telecommunications facility.	C7A

Paragraph 5 was last revised by Tariff Agreement Amendment No. 14 re TV AL II, effective January 1, 2004.

6. Salary Group Classification C-DV*
for Salaried Employees in Data Processing Facilities

For duties performed in data processing facilities that are not specified in this salary group classification, the grade of the salaried employee will be determined by comparison with the following job criteria established for the individual salary groups:

a) Duties in card punch operation and verification, in tape libraries, and the microfilm section.

Salary Group C-DV 1. (Salary Group C3)

Card Punch Operator
during on-the-job training

Note for the Record.
The on-the-job training period may not exceed 6 months.

Salaried Employees in the Tape Library.
Check a variety of media on receipt and issue.
Record and group on lists by category, expiration dates, etc..
Maintain control logs.
Store volumes received.
Clean and check volumes by means of mechanical equipment to determine defects in material and excessive wear.
Participation in inventories.

Salaried Employees in the Microfilm Section.
Transfer data from volumes (magnetic tapes) to microfilm by means of mechanical equipment.
Control equipment operation.
Mix developer.
Develop films and monitor developing process.
Label and pack microfilms in accordance with SOP.
Ship or distribute reproduced volumes according to directions.

Salary Group C-DV 2. (Salary Group C4)

Card Punch Operator / Verifier Operator.
Card punch (electrical data recorder) operation in accordance with directions.
Transfer data from different material – also handwritten – for verifying and labeling punch cards or magnetic tapes.

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* *Transitional provisions re CII.6 click here/see page 117.*

Salaried Employees in the Tape Library.
Duties as described under salary group C-DV 1.
In addition, predominantly:
Assemble master tapes and additional work tapes (hardware/software) in accordance with run book, reel reference, and production time frame.
Responsible participation in inventories.

Salary Group C-DV 3. (Salary Group C4A)

Card Punch Operator / Verifier Operator.
Duties as described under salary group C-DV 2 with an above-average performance and assignments of a difficult and intricate nature.

Verifier Operator.
Predominantly difficult verification tasks.
Performance of these duties requires profound technical knowledge of assigned area of responsibility.

Salary Group C-DV 4. (Salary Group C5)

Card Punch Operator /Verifier Operator (Supervisor).
Technical supervision of three to eight card punch operators (data typists)/verifiers.

Salary Group C-DV 5. (Salary Group C5A)

Card Punch Operator / Verifier Operator (Supervisor).
Technical supervision of nine to 16 card punch operators (data typists)/verifiers.

Salary Group C-DV 6. (Salary Group C6)

Card Punch Operator / Verifier Operator (Supervisor).
Technical supervision of 17 to 30 card punch operators (data typists)/verifiers.

Salary Group C-DV 7. (Salary Group C6A)

Card Punch Operator/Verifier Operator (supervisor).
Technical supervision of more than 30 card punch operators (data typists)/verifiers.

b) Automatic Data Processing (ADP) – Machine Operation.

Salary Group C-DV 2. (Salary Group C4)

ADP Auxiliary Equipment Operator
during on-the-job training

Note for the Record.
The training period may not exceed 6 months.

Salary Group C-DV 3. (Salary Group C4A)

ADP Auxiliary Equipment Operator
(e. g., collators, card duplicators, sorters, transcriber, teletransmission equipment, etc.)
Adjust and operate equipment and wire control panels.
Conduct test runs and error correction.
Routine-type servicing of equipment.

Salary Group C-DV 4. (Salary Group C5)

ADP Auxiliary Equipment Operator.
Performance of duties as described under salary group C-DV 3.
Independent wiring of complex control panels.

Console Operator during on-the-job training in accordance with a 2-year training plan
during the first year of on-the-job training.
Requirement for this position is a graduation certificate of one of the following German school types: *Realschule*, *Fachoberschule* or *Höhere Handelsschule* or *staatliche/städtische Handelsschule* or equivalent education status (completion of grade 10 at a *Hauptschule*, completion of grade 10 at academic secondary school, or graduation from secondary school (grades 5-10)) and 2 years of work experience in a commercial profession.

Salary Group C-DV 5. (Salary Group C5A)

Console Operator during a 2-year on-the-job training period in accordance with a training plan.
Duties and requirements for this position as listed for salary group C-DV 4 after the first year of on-the-job training until successful completion.

Console Operator during a 1-year on-the-job training period in accordance with a training plan
until successful completion.
Requirements for this position are proof of qualification for the operation of ADP auxiliary equipment (salary group C-DV 4) or for similar and equivalent duties in the field of data processing.

Salary Group C-DV 6. (Salary Group C6)

Console Operator.
Control of ADP systems by means of a console.
Operation of peripheral equipment during data transmission.

Salary Group C-DV 7. (Salary Group: C6A)

Console Operator.
Control of the systems by means of a console using computers such as IBM 360-50, which require programmers of salary group C-DV 9 for their operation.
Operation of peripheral equipment and tape recording equipment for the transmission and storage of data.
Identification and correction of errors in program flow and system run.

Shift Leader.
Technical supervision over a group of console operators of salary group C-DV 6, ADP equipment operators and card punch operators (data typists)/verifiers during one shift.

Salary Group C-DV 8. (Salary Group C7)

Supervisor (ADP Equipment Room).
Technical supervision of 16 to 30 console operators, ADP equipment operators, and card punch operators (data typists)/verifiers (including shift leaders).
Production responsibility.
Planning the use of personnel and equipment.
Responsible for the completion of work according to schedule.

System Supervisor (Shift Leader).
Technical supervision of a group of console operators, ADP equipment operators, and card punch operators (data typists)/verifiers, with responsibility for the total production during one shift.

Salary Group C-DV 9. (Salary Group C7A)

Supervisor (ADP Equipment Room).
Technical supervision over 31 to 40 console operators, ADP equipment operators, and card punch operators (data typists)/verifiers (including shift leaders).
Other duties as described under salary group C-DV 8.
In addition, responsible for the continuous improvement of existing work methods. Finding new ways for applying economical and optimal methods and procedures.

Salary Group C-DV 10. (Salary Group C8)

ADP Production Chief (Supervisor of ADP Equipment Room).
Technical supervision over more than 40 console operators, ADP equipment operators, and card punch operators (data typists)/verifiers (including shift leaders).
Responsible for the total production of systems.
Supervision of the productive utilization of systems.
Performance of appropriate measures.
Assigning personnel to the various systems, shifts, and functions.
Establishing work directives and procedures for system control.
Determining capacity limits of the systems and of the total production.
Determining equipment availability to accomplish the work.
Responsibility for the economical utilization of the systems and the peripheral equipment units.
Counseling supervisory personnel concerning the promotion of assigned personnel.
Control of training plans and progress made.

c) ADP Programming Duties.

Salary Group C-DV 6. (Salary Group C6)

Programmer
during on-the-job training

Note for the Record.
The on-the-job training period may not exceed 12 months.

Salary Group C-DV 7. (Salary Group C6A)

Programmer.
Preparation and correction of runoff plans (block diagrams) and detailed flow charts.
Preparation of program documentation.

Salary Group C-DV 8. (Salary Group C7)

Programmer.
Preparation of programs, in particular:
Analysis of program requirements (interrelated work sequence, for example, pay processing, accounting actions).
Preparation of program runoff plans (block diagrams) and detailed flow charts (main programs and subprograms).
Testing and correction of programs in accordance with general directives.
Monitoring the implementation of new programs.
Clarification of programming errors.

Salary Group C-DV 9. (Salary Group C7A)

Programmer.
Independent development of ADP programs on the basis of organizational requirements (for example, work sequences integrated in logistic systems).
Implementation and monitoring of new programs.
Reviewing existing programs for upgrades.
Assisting programmers in other salary groups in building programs.
Cooperation with responsible specialists to eliminate problems in program runs or programming errors.

Salary Group C-DV 10. (salary group C8)

Chief Programmer.
Technical supervision of a group of at least 5 programmers that must also include programmers in salary group C-DV 9.
Counseling, training, and supervision of subordinate programmers.
Development of directives/SOPs and working methods for programming.
Testing concepts developed by the process planners with regard to their operational feasibility.
Selection of equipment that can be used for the implementation of the programs.
Determination of applicable programming language and data flow in data flow charts in cooperation with the technical supervisor and system analyst.

d) Duties in ADP Management and Organization.

Salary Group C-DV 7. (Salary Group C6A)

Systems Analyst
during on-the-job training

Note for the Record.
The on-the-job training period may not exceed 12 months.

Salary Group C-DV 8. (Salary Group C7)

Systems Analyst.
Determination of current organization of workflow of a less complex nature.
Testing its applicability using ADP equipment.
Organization of workflow and establishment of directives concerning the methods of operation/SOPs of the ADP systems for serviced functional departments.
Monitoring the implementation of new workflow methods.

Salary Group C-DV 9. (Salary Group C7A)

Systems Analyst.
Determination of current organization of workflow of a complex nature.
Testing its applicability using ADP equipment.
Reorganization of workflow in detail using ADP.
Development of data processing instructions within the scope of new workflow methods.
Assisting work centers when implementing new workflow methods.
Preparation of programmable documents.

Salary Group C-DV 10. (Salary Group C8)

Systems Analyst.
Reviewing integrated and complicated workflow (for example, management of central logistics).
Development of new workflow methods using ADP.
Establishment of policies and guidelines.
Providing guidance to systems analysts when developing new workflow methods using ADP.
Monitoring and assisting work centers when implementing new workflow methods.

Salary Group C-DV 11 (salary group C9)

Chief Systems Analyst.
Technical supervision of a group of at least five systems analysts, including systems analysts in salary group C-DV 10.
Counseling and training of the group.
Monitoring working methods that are used to obtain basic data and when analyzing and developing new workflow methods using ADP.
Review of established workflow methods for costs, computer capacities, cost reduction, as well as increase in system capacity.

Paragraph 6 was added by Change No. 8 – C – TV AL II, effective September 1, 1972, and last modified by Change No. 11 – C – TV AL II, effective September 1, 1975.

PART III
SALARY TARIFFS

*(Appendix C, Part III, was last revised by
Tariff Agreement Amendment No. 14 re TV AL II, effective January 1, 2004.)*

Re Article 63, Salary Schedule C.

Article 63 is supplemented as follows:

1. For Teachers.

a) Teachers whose regular workhours are established in accordance with Article 9, paragraph 1, will be paid the rates of the salary groups of salary schedule C (Art. 63) listed in salary group classification C (L) – appendix C, paragraph II.3 – as a monthly lump sum compensation for their regular workhours, including overtime work, night work, Sunday work, and work on holidays

b) Part-time employed teachers will receive the rates computed in accordance with the provisions of Article 16, paragraph 2, of the salary groups of salary schedule C (Art. 63) listed in salary group classification C (L) – appendix C, paragraph II.3 – as a monthly lump sum compensation for their regular workhours, including overtime work, night work, Sunday work, and work on holidays.

c) Time used for preparation of classes and post-class analysis will not be subject to separate remuneration.

2. For Salaried Employees in the Air Traffic Control Service

of the U.S. Forces, compensation will be governed by the rates of the salary groups of salary schedule C (Art. 63) established for each position in salary group classification C (FS).

3. For Telecommunications Personnel

compensation is governed by the rates of the salary groups of salary schedule C (Art. 63) established for each position in salary group classification C (TK).

4. For Salaried Employees in Data Processing Facilities

compensation is governed by the rates of the salary groups of salary schedule C (Art. 63) established for each position in salary group classification C (DV).

PART IV
FINAL PROVISIONS

*(Appendix C, Part IV, was last revised by
Tariff Agreement Amendment No. 1 re TV AL II, effective January 1, 2001.)*

Re Article 67, Termination.

Paragraph 1 is supplemented as follows:

Special Provisions C may be terminated subject to the following time limits to the end of a calendar month:

(1)	Part I	General Provisions	6 months
(2)	Part II	General Provisions on Classification and Grading	6 months
(3)	Part III	Salary Tariff	see Article 67, paragraph 1c

Part IV was last modified by Tariff Agreement Amendment No. 14 re TV AL II, effective January 1, 2004.

TRANSITIONAL PROVISIONS RE APPENDIX C

1. Transitional Provisions re C – II.3

(In accordance with Article 2 of Tariff Agreement Amendment No. 14 re TV AL II, dated October 30, 2003.)

Teachers.

1. Teachers who, at the time the reorganization of the pay structure in the area of C (L) enters into force, do not possess the required teaching qualifications will remain in their current pay group. This will also apply to teachers of the U.S. Forces who teach at a high school.

2. For teachers who remain in a pay group that no longer exists in the new pay structure, the following pay groups will apply to provide for the incumbency allocation (*Besitzstand*).

C (L) 3 (incumbency allocation)	———	Salary Group C8
C (L) 4 (incumbency allocation)	———	Salary Group C6
C (L) 5 (incumbency allocation)	———	Salary Group C5
C (L) 6 (incumbency allocation)	———	Salary Group C4

2. Transitional Provisions re C-II.4.

(In accordance with Article 2 of Tariff Agreement Amendment No. 9 re TV AL II, dated February 19, 2003.)

Salaried Employees in the Air Traffic Control Service of the U.S. Forces.

For ATM Specialists, Flight Data Processors (FDB), and Flight Advisers (FB) who, at the time the revision of the pay structure for the area C (FS) enters into effect, do not possess the appropriate authorization (ABG), this authorization is considered to be granted after performance of the function for a minimum period of 2 years.

3. Transitional Provisions re C-II.6.

(In accordance with Article 2, paragraph 1 of Change No. 8 re Appendix C, dated August 4, 1972.)

Salaried Employees in Data Processing Facilities.

Incumbency Allowance.

If, on August 31, 1972, the pay grade of a salaried employee in a data processing facility is higher than the pay grade resulting for him or her from this Tariff Agreement on September 1, 1972 – appendix C, paragraph II.6 and appendix C, paragraph III.4 – the salaried employee, on September 1, 1972, will be classified into that salary group of the salary group classification C-DV where the pay grade is identical with the former grade held by the salaried employee.

4. Transitional Provisions re C-II.6a and b.

(In accordance with Article 2 of Change No. 11 re appendix C, dated August 18, 1975.)

Salaried Employees in Data Processing Facilities.

1. Transition.

The transitional provisions apply to those salaried employees in data processing facilities (that is, paragraphs 1 through 3 apply to salaried employees in the tape library and in the microfilm section; paragraphs 1 through 4, to console operators during on-the-job training) who, before September 1, 1975, already performed the job duties that were implemented by this change in appendix C, paragraph II.6a and b, *TV AL II*. Effective September 1, 1975, these salaried employees will be classified into the salary group of salary group classification C-DV – appendix C, paragraph III.4 – that was introduced by this change for the functions they perform.

2. Step Advancement.

Note: In the meantime, these provisions have been superseded.

3. Incumbency Allowance.

If, on August 31, 1975, the pay group of a salaried employee specified in paragraph 1 is higher than the pay group [as indicated] in appendix C, paragraph III.4, and this change after the transition on September 1, 1975, the salaried employee will retain the difference between the basic compensation of the two pay groups as an incumbency allowance. This amount will remain unchanged as long as there is no change in the salaried employees' duties.
This amount will be forfeited in case of reclassification (Art. 52, *TV AL II*) or when classified into another salary tariff where the pay groups of salary schedule C (Art. 63), *TV AL II*, do not apply.

4. Retroactive Effect.

Note: In the meantime, these provisions have been superseded.

APPENDIX D

SPECIAL PROVISIONS D
FOR FOREMEN

PART I
GENERAL PROVISIONS

1. Re Article 1, Applicability.

Paragraph 1 is supplemented as follows:

a) The Special Provisions D apply to foremen.

b) If foremen fall under the scope of application of other special provisions, those provisions will apply unless they specifically refer to Special Provisions D, or application of some or all provisions of Special Provisions D follows from the given scope of application.

2. Re Article 9, Regular Workhours.

Article 9 is supplemented as follows:

For **foremen in troop dining facilities of the U.S. Stationing Forces**, the provisions on regular workhours established in appendix H, paragraph I.2, as well as the provisions of appendix H, paragraphs I.3, I.4, and I.5, that reference this regulation apply.

Otherwise, the general provisions of Major Parts I through IV apply to these employees in conjunction with Special Provisions D. The rates of wage schedule D, however, apply – in deviation from appendix D, Part III – for the regular weekly workhours established in appendix H, paragraph I.2a(1)(a).

Paragraph 2 was added by Tariff Agreement Amendment No. 21 re TV AL II, effective June 1, 2005.

3. Re Article 21, Other Allowances.

Article 21 is supplemented as follows:

Foreman Supplement.

If the salary per schedule (Art. 16, para 1a(1)) of a foreman is less than 110 percent

- of the highest wage per schedule (Art. 16, para 1a(1)) a subordinate employee is entitled to, or
- of the amount which results from the wage per schedule of a subordinate leader plus his or her leader supplement (Art. 16, para 1a(1), (6)),

the difference to the higher of the above amounts will be paid as a foreman supplement.
Wages per schedule and leader supplements, which have been established as hourly rates, will be converted to monthly rates by multiplication with the divisor established in Article 16, paragraph 3.

Paragraph 3 was last modified by Change No. 18 – D – TV AL II, effective January 1, 1986.

4. Re Article 37, Work Clothing.

For **foremen in troop dining facilities of the U.S. Stationing Forces**, **Article 37** is supplemented as follows:

The required work clothing will be provided by the activity.

It will be laundered or dry-cleaned at the expense of the activity; otherwise, an amount of €20 per month will be paid as reimbursement.

Paragraph 4 was added by Tariff Agreement Amendment No. 22 re TV AL II, effective June 1, 2005.

PART II
PROVISIONS ON CLASSIFICATION

1. Re Article 58, Salary Groups.

The salary groups of Article 58 do not apply. Instead, the following will apply:

Salary Group Classification D for Foremen

Salary Group D 1.

Foremen who are authorized to supervise and give instructions to a group of employees, and whose responsibilities exceed those of the leader.

This group requires:
Personal and technical qualifications, but not necessarily vocational training.

Examples

Yard foreman.	Shipping foreman.
Weighing machine foreman.	Loading foreman.

Salary Group D 2.

Foremen who are authorized to supervise and give instructions to the subordinate group for which they have full technical responsibility.

This group requires:
- Completed vocational training in accordance with the criteria established in Article 56 regarding wage groups 4 and/or 5 (group category (1) respectively).

- Proof of at least 3 years of work experience in a job that corresponds to the job criteria established for wage group 4 and/or 5 (Art. 56).

Examples

Assistant Foreman.	Workshop foreman for simple production in smaller activities employing up to 12 industrial employees.
Second Foreman.	

Salary Group D 3.

Foremen whose authority to give directions and to supervise includes responsible codetermination in the operations of a division or activity where qualified and highly qualified skilled workers are employed.

This group requires:
- Completed vocational training.

- A qualifying examination as a foreman or proof of at least 5 years of work experience in a job that corresponds to the job criteria established for wage group 4 and/or 5 (Art. 56).

Examples

Crafts foreman.	Construction foreman.
Foreman.	Erection foreman, foreman for manhole construction.
	Demolition foreman.

Salary Group D 4.

Foremen whose authority to give directions and to supervise includes responsible codetermination in the operations of several divisions.

A senior foreman must have supervision of at least two foremen of salary group D 3.

This group requires:
Completed apprenticeship with a qualifying examination as a foreman or proof of at least 3 years of vocational experience as a foreman in salary group D 3.

Examples

Senior foreman.	Senior construction foreman.
Workshop superintendent.	Senior foreman for manhole construction.

Paragraph 1 was last modified by Change No. 14 – D – TV AL II, effective August 1, 1981.

2. Re Article 59, Additional Salary Groups 4A to 7A.

Does not apply.

PART III
SALARY TARIFF D

(Appendix D, Part III was last revised by Change No. 20 – D – TV AL II, effective September 1, 1987.)

Re Article 63, Salary Schedule.

Salary Schedule C does not apply. Instead, the following will apply:

Salary Schedule D
for Foremen
(Appendix D, paragraph II.1)

Monthly pay rates
for a regular weekly workhours of 38.5 hours

Effective September 1, 2015 — Amounts in Euro

Wage Group	Wage Steps 1	2	3	4	5	6	7	End Step
(1) For foremen with supervision over employees of trade categories A 3 or A 4.								
D 1	1,980.60	2,080.50	2,189.77	2,299.68	2,422.93	2,549.48	2,673.37	2,807.27
D 2	2,247.72	2,346.97	2,485.52	2,621.43	2,757.32	2,886.54	3,021.13	3,176.33
D 3	2,746.68	2,841.93	2,985.11	3,109.03	3,269.58	3,423.49	3,584.00	3,763.19
D 4	3,324.87	3,487.40	3,643.27	3,800.49	3,967.69	4,185.53	4,378.70	4,595.22
(2) For all other foremen.								
D 1	1,817.37	1,921.98	2,010.57	2,114.49	2,217.74	2,307.00	2,422.25	2,536.82
D 2	2,013.89	2,116.47	2,222.42	2,323.01	2,478.20	2,577.46	2,697.36	2,831.92
D 3	2,507.51	2,635.42	2,761.97	2,891.20	3,021.13	3,176.33	3,324.87	3,491.40
D 4	2,845.93	2,966.50	3,128.37	3,282.24	3,438.79	3,594.67	3,767.17	3,955.05

Salary Schedule D was last modified by Tariff Agreement Amendment No. 45 re TV AL II, effective September 1, 2015.

PART IV
FINAL PROVISIONS

(*Appendix D, Part IV, was last revised by Tariff Agreement Amendment No. 1 re TV AL II, effective January 1, 2001.*)

Re Article 67, Termination.

Paragraph 1 is supplemented as follows:

Special Provisions D may be terminated subject to the following time limits to the end of a calendar month:

(1)	Part I	General Provisions	6 months
(2)	Part II	General Provisions on Classification	6 months
(3)	Part III	Salary Tariff D – for the first time to	4 weeks August 31, 2016

Part IV was last modified by Tariff Agreement Amendment No. 45 re TV AL II, effective September 1, 2015.

APPENDIX F

SPECIAL PROVISIONS F
FOR DRIVERS

PART I
GENERAL PROVISIONS

*(Appendix F, Part I was last revised by Change No. 7 – F – TV AL II, effective April 1, 1982.)**

1. Re Article 1, Applicability.

Paragraph 1 is supplemented as follows:

a) The Special Provisions F apply to drivers – including co-drivers (second drivers) – who, within the scope of their work assignment, always participate in trips to replace the driver and to assist him or her in the other duties.

b) If drivers are covered by other special provisions, the latter will apply unless they specifically refer to Special Provisions F, or the application of some or all of the Special Provisions F follows from the scope of applicability.

c) Special Provisions F do not apply to operators of forklifts and other transportation equipment.*

2. Re Article 9, Regular Workhours.

a) **Paragraph 1** does not apply. Instead, the following is agreed on:

(1) The regular workhours per workweek excluding breaks are 38.5 hours

(2) The regular workhours per workweek may be extended to up to 46.5 hours

In addition to driving time, regular workhours may include:

(a) Stand-by time.

(b) Loading and unloading (reference to para (3), note for the record).

(c) Vehicle maintenance; preparatory and finishing work.

* *For information from the parties to the tariff agreement, click here/see page 128.*

(3) Subject to the conditions of paragraph (2), the regular workhours for **long-distance drivers** may be extended to up to 96 hours
within a period of 2 consecutive workweeks.

If the regular workhours are established in form of a 2-week arrangement, the workhours may not exceed in either week 58 hours
A balance must be achieved within the 2-week period.

Note for the Record.
Long-distance drivers working under the 2-week arrangement may be required only to load and unload on the load floor of the vehicle.
This does not apply to—
a) Drivers of vehicles equipped with loading and unloading gear.
b) Drivers delivering bakery goods or fresh food.

b) **Paragraph 2a** does not apply. Instead, the following is agreed on:

(1) In deviation from the provisions of appendix F, paragraph I.2a(2), the regular workhours may be extended to up to 48 hours
per workweek if the workhours exceeding 46.5 hours
as a rule, are stand-by duty or if the total workhours include a corresponding amount of stand-by duty.

(2) Subparagraph (1) does not apply to **long-distance drivers** whose regular workhours are established in accordance with appendix F, paragraph I.2a(3).

c) **Article 9** is supplemented as follows:

(1) The actual driving time may not exceed 9 hours per day. Twice a week, it may be extended to 10 hours.
The total driving time within 2 consecutive weeks, however, may not exceed 90 hours.

(2) After 4½ hours after continuous driving, drivers are required to take a rest period of at least 45 minutes. This rest period may be substituted by rest periods of at least 15 minutes each within a driving time of 4½ hours or immediately afterwards. The total rest period according to sentence 1 may not be reduced by this arrangement.

(3) Unless the rest periods established in subparagraph (2) coincide with breaks established within the framework of the workhours established in accordance with appendix F, paragraph I.2a(1), (2), and (3); they will count as workhours. During the rest periods, however, the driver may not carry out other duties.

(4) When drivers take turns driving, the replaced driver will be on stand-by duty (Art. 9, para 2b; app F, para I.2b) provided the trip is not interrupted. During the mandatory rest periods, however, he or she is not required to stand ready for work.

Paragraph 2 was last modified by Tariff Agreement Amendment No. 22 re TV AL II, effective January 1, 2006.

3. Re Article 10, Overtime.

Paragraph 1 is supplemented as follows:

For **long-distance drivers** whose regular workhours are established in accordance with appendix F, paragraph I.2a(3), overtime hours are those hours during which the employee, on request of the employing unit, works beyond the regular workhours established by the activity for 2 consecutive workweeks at a time.

Paragraph 3 was last revised by Change No. 8 – F – TV AL II, effective January 1, 1986.

4. Re Article 20, Time Supplements.

Paragraph 2 does not apply. Instead, the following is agreed on:

If extended regular workhours have been established in accordance with appendix F, paragraph I.2a, subparagraph (2) or (3); or in accordance with appendix F, paragraph I.2b(1); the employee will receive a supplement (extension supplement) in accordance with the following provisions:

a) Extension in accordance with appendix F, paragraph I.2a(2).

(1) If, as a rule, the established regular workhours (total workhours) do not include stand-by duty, the extension supplement will amount to 25 percent for each workhour exceeding 38.5 hours per week.

(2) If, as a rule, stand-by duty is at least equivalent to that portion of time of the established regular workhours (total workhours) that exceeds 38.5 hours per week, no extension supplement will be paid.

(3) If, as a rule, stand-by duty amounts to at least 25 percent of that portion of time of the established regular workhours (total workhours) which exceeds 38.5 hours per week, the employee will receive an extension supplement of 10 percent.

b) Extension in accordance with appendix F, paragraph I.2a(3) – Long-distance drivers.

For each workhour exceeding 82 hours within a 2-week period, the extension supplement will amount to 25 percent.

c) Extension in accordance with appendix F, paragraph I.2b(1).

No extension supplement will be paid for regular workhours established in excess of 46.5 hours per workweek. As for the rest, subparagraph a) will apply analogously.

d) The extension supplement is determined as a percentage rate of the basic compensation (Art. 16, paras 1a and 3).

Paragraph 4 was last modified by Change No. 8 – F – TV AL II, effective January 1, 1986.

5. Re Article 21, Other Allowances.

a) **Paragraph 2** is supplemented as follows:

In compensation for additional job requirements, drivers of radio taxis will receive a functional allowance amounting to €17.90 per calendar month.

b) **Paragraph 4** is supplemented as follows:

Drivers who transport hazardous material in the meaning of the European Agreement Concerning the International Carriage of Dangerous Material by Road (*ADR*) on or across public roads requiring appropriate identification will receive a hazardous material allowance amounting to 10 percent of the hourly basic compensation for the time these duties are performed.
As regards transports that are only in part carried out across public roads, the time for which the allowance is due will be computed from the beginning to the end of the entire transport.

Paragraph 5 was last modified by Tariff Agreement Amendment No. 9 re TV AL II, effective April 1, 2003.

6. Other Arrangements.

a) If a driver who is required to have a driver's license for vehicles of classes C, CE, C1, C1E, D, DE, D1, or D1E in order to perform his or her duties and who loses his or her drivers license because he or she fails to meet the health requirements established for obtaining such a license or having it renewed is reassigned to a different position, he or she will receive pay protection in accordance with Article 5 of the *SchutzTV*.

b) For drivers with established extended regular workhours in accordance with appendix F, paragraph I.2, for their previous position and with less workhours in their new position, pay protection will be established as follows:

(1) It will be determined whether or not the employee is entitled to a personal supplement in accordance with Article 8, *SchutzTV*. For the computation of a potential personal supplement, Article 8, paragraphs 4 and 5b, *SchutzTV*, are unrestrictedly applicable.

(2) If an employee's monthly basic pay in the new position falls below the previous monthly basic pay, the income protection supplement will be assessed in accordance with Article 5, paragraph 2, *SchutzTV*.

(3) If the employee's monthly basic pay for the new position and the income protection supplement determined in accordance with subparagraph (2) cumulatively do not amount to 86.5 percent of the employee's monthly basic pay before the change, the pay protection supplement will be increased accordingly.

c) For the rest, the provisions of the *SchutzTV* are unrestrictedly applicable for drivers within the scope of applicability of Special Provisions F.

Paragraph 6 was last modified by Tariff Agreement Amendment No. 1 re TV AL II, effective January 1, 2001.

PART II
PROVISIONS ON CLASSIFICATION

(Appendix F, Part II, was last revised by Change No. 7 – F – TV AL II, effective April 1, 1982.)

Re Article 56, Wage Groups.

The wage groups of Article 56 do not apply. Instead, the following will apply:

Wage Group Classification F
for Drivers
(Trade Category A5: Articles 61 and 62)

Wage Group 4.

(1) Drivers of passenger cars and other light motor vehicles.

(2) Drivers of trucks up to 3.5 tons payload.

(3) Drivers of vans.

(4) Drivers of ambulances.

Wage Group 5.

(1) Drivers of trucks of more than 3.5 tons payload.

(2) Drivers of busses with more than 8 and up to 24 passenger seats.

Wage Group 6.

(1) Drivers of large tank trucks at airfields or large tank trucks with more than 10 tons payload.

(2) Drivers of busses with more than 24 passenger seats.

(3) Drivers of heavy tractors and semitrailers.

(4) Drivers of heavy special-purpose vehicles.

Wage Group 7.

(1) Drivers of articulated buses.

(2) Drivers of vehicles and truck trailers of more than 38 tons of total permissible weight.

(3) Drivers of vehicles of extreme weight and truck trailers with dimensions exceeding the measurements of section 32, paragraph (1), *Straßenverkehrs-Zulassungs-Ordnung (StVZO)* (German Road Traffic Licensing Regulation (*Bundesgesetzblatt (BGBl.)* (Federal Law Gazette) – I 1974, page 3221), in terms of width, height, or length.

Moreover, at least 10 years of occupational experience as a driver in the jobs listed under wage group 6 is a prerequisite for getting classified into this wage group.

** For information from the parties to the Tariff Agreement, click here/see page 128.*

If the Back button of your browser is not visible, use ALT + Back Arrow to return to previous location.

PART III
WAGE TARIFF F

(See Articles 60, 61, and 62: No deviations.)

PART IV
FINAL PROVISIONS

(Appendix F, Part IV, was last revised by Tariff Agreement Amendment No. 1 re TV AL II, effective January 1, 2001.)

Re Article 67, Termination.

Paragraph 1 is supplemented as follows:

The Special Provisions F may be terminated subject to the following time limits to the end of a calendar month:

(1)	Part I	General Provisions	6 months
(2)	Part II	General Provisions on Classification	6 months
(3)	Part III	Wage Tariff F	see Article 67, paragraph 1c

JOINT INFORMATION ON INTERPRETATION BY THE PARTIES TO THE TARIFF AGREEMENT RE TARIFF AGREEMENT AMENDMENT NO. 7 OF APPENDIX F *TV AL II*/*TV AL II* (*FRZ.*)

1. Operators of transportation equipment within the meaning of appendix F, paragraph I.1c, *TV AL II/TV AL II* (Frz.), are employees who have been assigned to the occupational category No. 742 according to the systematic catalogue of job titles "Classification of Jobs" – 1975 edition – published by the *Statistisches Bundesamt*.
   These employees are not covered by the scope of applicability of the Special Provisions F.

2. The personal requirement of "occupational experience as a driver in the jobs listed under wage group 6" required for classification into wage group 7 in accordance with appendix F, part II, *TV AL II/TV AL II* (Fr.), may also have been gained—

   a) With employers outside the Stationing Forces.

   b) As a driver of vehicles of the kind mentioned in wage group 7 (driving such vehicles will be considered as a "job listed under wage group 6" as long as the personal requirement is not fulfilled).

APPENDIX G

SPECIAL PROVISIONS G
FOR EMPLOYEES IN PRINTING PLANTS

(Appendix G was rescinded by Tariff Agreement Amendment No. 26 Re TV AL II, effective August 1, 2006.)

(In accordance with Article 3 of Tariff Agreement Amendment No. 26 re TV AL II, dated June 10, 2006.)

TRANSITIONAL PROVISIONS

Those employees who, at the time of rescission of Appendix G, *TV AL II*, are still covered by the scope of applicability of Special Provisions G will be transitioned to the General Provisions of the *TV AL II*, effective August 1, 2006, in accordance with the following provisions:

1. Employees of the European Stars and Stripes activity of the U.S. Forces.

a) If the affected employees are wage earners (cleaning personnel), they will be classified into wage group 2 of Article 56, *TV AL II*, and assigned to Trade Category A1 of Article 61.

b) Classification and assignment of salaried employees affected by the transition to Salary Tariff C, *TV AL II*, will remain unchanged.

2. Employees of HQ UKSC (G), G6 Publishing (Printing/Graphics) Services of the British Forces.

[**Translator's Note:** This does not apply to the U.S. Forces and has not been translated.]

3. All employees affected by the transition.

The following provision has been agreed to protect the personal pay status of the employees affected by the transition.

a) As a compensation for the extended agreed weekly workhours – 38.5 hours in accordance with the General Provisions of the *TV AL II*, effective August 1, 2006, compared with 35 hours prior to the transition – the employees will receive an incumbency allowance, which will be computed as follows:

$$\frac{M1 \times 3{,}5}{35}$$

(M1 = monthly wage or salary per schedule prior to the transition with 35 workhours/week)

b) For wage earners, the incumbency allowance as established in a) will increase by the amount by which the monthly scheduled wage to be paid effective August 1, 2006, for the wage group or trade category established in above paragraphs 1 and 2 falls below the respective monthly scheduled wage of wage schedule G prior to the transition.

c) The incumbency allowance will be offset against future pay raises as a result of permanent change of duties (for example, promotion; tariff change).

In case of pay raises due to a general increase in agreed pay rates, the incumbency allowance will be reduced each time by 30 percent of the increase amount. There will be no offset against raises due to general increases of agreed pay rates that become effective before 2008.

d) The incumbency allowance is a component of the basic compensation. It is included in the computation sequence in Article 16, paragraph 1a, subparagraph (4), *TV AL II*.

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to return to previous location.

APPENDIX H

SPECIAL PROVISIONS H
FOR EMPLOYEES
IN ACCOMMODATION, CATERING, AND SERVICE FACILITIES

PART I
GENERAL PROVISIONS

*(Appendix H, Part I, was last revised by
Tariff Agreement Amendment No. 21 re TV AL II, effective June 1, 2005.)*

1. Re Article 1, Applicability.

Paragraph 1 is supplemented as follows:

a) The Special Provisions H apply to employees in—

(1) Hotels and accommodation facilities, clubs, restaurants, fast food restaurants, school cafeterias, cafeterias, recreation homes, entertainment facilities, and other similar facilities of the U.S. Stationing Forces.

(2) Hotels and accommodation facilities, mess halls, clubs, restaurants, cafeterias, fast food restaurants, school facilities (except for teaching and administrative staff) as well as similar facilities of the other Stationing Forces.

b) If employees are covered by the scope of application of other special provisions, the latter will apply, unless therein—possibly by reference—the application of individual or all provisions of Special Provisions H has been agreed on.

c) The Special Provisions H do not apply to—

(1) **General managers, deputy general managers,** and **supervisory employees** (see app H, para I.8).
The working conditions and the compensation for general managers and deputy general managers are governed by individual employment contracts in accordance with the highest authorities of the Stationing Forces. They may deviate from the General Provisions.

(2) **Clerical** and **operational personnel** that is neither included in the wage and salary classification H – appendix H, paragraph II.7 – nor can be allocated to the examples agreed on therein by comparison of duties.

2. Re Article 9, Regular Workhours.

a) **Paragraph 1** does not apply. Instead, the following is agreed on:

(1) (a) The regular workhours, excluding break periods, are 39 hours per workweek.

(b) The regular workhours may be extended up to 46 hours per workweek if required for operational reasons.

(2) The weekly workhours will be distributed over 5 days.

(3) If, in exceptional cases, work must be performed on 6 days of the workweek, the employee will be granted an additional day off during another week within 1 month.

(4) If it is customary, within the activity, to have meals without interrupting work, the respective time is considered to be workhours. The same holds true for meal breaks of less than 15 minutes.

(5) Rest periods and meal breaks that are not considered to be workhours must not exceed a total of 1 hour per workshift of the employee.

(6) The employee is entitled to use rest periods and work interruption that are not considered to be creditable workhours at his or her own discretion. If this is not authorized, they will be considered to be workhours.

b) **Paragraph 2a** does not apply.

Paragraph 2c was rescinded by Tariff Agreement Amendment No. 23 re TV AL II, effective April 1, 2006.

3. Re Article 10, Overtime.

Paragraph 1 is supplemented as follows:

Those hours of work that an employee performs in accordance with paragraph 2a(3) because an additional day off could, as an exception, not be granted within 1 month will be considered – in deviation from Article 10, paragraph 1, sentence 1 – to be overtime hours on expiration of this month.

4. Re Article 16, Computation of Earnings.

a) **Paragraph 2a** does not apply. Instead, the following is agreed on:

When the regular workhours are extended in accordance with appendix H, paragraph I.2a(1)(b), the monthly pay rates established in the wage and salary schedule H in appendix H, paragraph III.1, for regular workhours of 39 hours per week, will be converted by the factor (x:39) to the extended regular workhours; x constitutes the extended regular weekly workhours established for the activity.

This conversion is taken into account in the provision on computation as established in appendix H, paragraph III.2.

b) **Paragraph 3** (Hourly Basic Compensation) does not apply. Instead, the following is agreed on:

The hourly basic compensation amounts to 1/169 of the computed monthly basic compensation for regular workhours of 39 hours.

5. Re Article 20, Time Supplements.

Paragraph 2 does not apply. Instead, the following is agreed on:

When the regular workhours are extended in accordance with appendix H, paragraph I.2a(1)(b), the employee will receive a supplement (extension supplement) amounting to 25 percent of the basic compensation for those hours of work established in excess of 39 hours up to 46 hours.

This supplement is included in the provision on computation as established in appendix H, paragraph III.2.

6. Re Article 23, Payments-in-Kind.

Article 23 is supplemented as follows:

a) The employee is not entitled to free meals or free accommodation.

b) If accommodation or meals are provided by the activity, the rates established in the relevant directives of the Stationing Forces – however, not to exceed the rates of the respective *Sachbezugsverordnung* (Ordinance on Payments-in-Kind) – may be charged.

c) The money for using accommodation and/or meals provided by the Stationing Forces will be withheld from the earnings.

7. Re Article 37, Occupational Clothing.

Article 37 is supplemented as follows:

a) Napkins and required protective clothing will be provided by the activity.

b) Professional clothes for personnel working at buffets or in kitchens will be laundered or dry-cleaned at the expense of the activity. Otherwise, an amount of €20 per month will be paid as reimbursement.

8. Other Provisions.

a) General managers and deputy general managers.

General managers and deputy general managers are salaried employees responsible for managing one of the activities listed in paragraph I1a, including assignment and management of personnel.

b) Supervisory personnel.

(1) This includes salaried employees in supervisory positions whose duties are not covered by salary and wage group classification H and who do not have the responsibilities of the general manager or deputy general manager.

(2) Monthly compensation for supervisory personnel may not fall below 110 percent of the highest monthly compensation – if applicable, after conversion in accordance with appendix H, paragraph III.2 – to which a supervised employee is entitled to.

(3) If the supervised employee with the highest grade or with the highest pay is not covered by the scope of applicability of the *TV AL II*, the compensation of that salary group H will be taken as a basis to which an employee within the scope of applicability of the *TV AL II* in the same position would be assigned.

PART II
PROVISION ON CLASSIFICATION

(Appendix H Part II was last revised by Tariff Agreement Amendment No. 21 re TV AL II, effective June 1, 2005.)

1. Re Article 51, Classification.

Article 51 does not apply. Instead, the following is agreed on:

a) The employee is entitled to pay in accordance with the salary or wage group that corresponds to his or her predominant duties, which will be determined in consideration of the positions included in salary and wage group classification H – appendix H, paragraph II.7.

b) The positions of salary and wage group classification H cover only those duties that are essential for the facilities of the Stationing Forces (activities and activity divisions) listed in paragraph I.1a, and that affect the operational concerns of these facilities.

c) Duties not listed in the positions of salary and wage group classification H will be classified into salary or wage groups by way of comparison with the criteria of existing positions and with the associated established job descriptions.

d) If classification of an employee is dependent on the number of subordinate (supervised) employees, such will also include persons who do not fall within the scope of application of the *TV AL II* (members of the Force, the civilian component, or their Family members).

2. Article 55, Salary Steps (Length of Service Allowance), does not apply.

3. Article 56, Wage Groups, does not apply (see para II.7).

4. Re Article 57, Leaders.

Article 57 does not apply to the leader duties covered by salary and wage group classification H.

Compensation for leader duties not covered by wage group classification H is governed by the provisions of Article 57.

5. Article 58, Salary Groups, does not apply (see para II.7).

6. Article 59, Additional Salary Groups 4A through 7A does not apply.

7. **Salary and Wage Group Classification H**
for Employees in Accommodation, Catering, and Service Facilities

Position	Job Criteria	Group	Job Description
A. Kitchen Personnel.			
1. a)	Kitchen chief with supervision over eight or more employees in position 2.	H 7	
b)	Kitchen chief with supervision over six or more employees in position 2.	H 6	
c)	Kitchen chief with supervision over up to five employees in position 2.	H 5	
d)	Chief cook with supervision over one employee in position 2 a/2A.	H 4	
	Note for the Record. If the employee supervised by the chief cook (position 1d) is replaced by an employee of position 2b, the chief cook will remain in group H 4.		
e)	Sole cook.	H 4	The sole cook has technical supervision over the kitchen and instruction authority for all kitchen personnel.
2. a)	Cook. Butcher. Baker, confectioner with vocational training or on expiration of the term under b).	H 3	
b)	Cook. Butcher. Baker, confectioner without vocational training during the first 5 years in this profession.	H 2	
3.	Preparer of light meals. Cook's helper.	H 2	The preparer of light meals does not perform all the functions of the cooking personnel listed in position 2 but may be assigned preparatory tasks.
B. Buffet Personnel with the Army and Air Force Exchange Service, Europe (AAFES-Eur).			
4. a)	Supervisory buffet attendant with responsibility—		
	(1) For subordinate buffet attendants in position 4 b.	H 3	
	(2) For other buffet attendants.	H 2	
b)	Buffet attendant with settlement responsibility.	H 2	
c)	Buffet attendant Group H 1 also covers sales personnel with comparable duties at sales machines or refreshment stands.	H 1	

C. Service Personnel.		
5. Head waiter.	H 5	
6. a) Waiter who has been assigned an additional waiter to assist at the station.	H 4	
b) Waiter.	H 3	
D. Bar Personnel.		
7. Bar manager.	H 5	
8. Bartender (sole tender).	H 4	The bartender (sole tender) is technically responsible for a bar, including procurement and settlement.
9. Bartender.	H 3	
E. Hallway and Floor Personnel in Hotels and Dormitories (Except for Mess Halls of the British Forces).		
10. Head porter.	H 5	
11. Porter.	H 4	
12. Chamber maid.	H 1	
F. Inventory and Depository Personnel.		
13. Inventory manager. Depository manager.		
a) In hotels.	H 4	
b) In fast food restaurants.	H 3	
c) In dormitories.	H 3	
G. Other Personnel.		
14. Cashier.	H 2	
15. Housekeeper in hotels.	H 4	
16. Assistant housekeeper in hotels.	H 3	
17. Dormitory housekeeper.	H 3	

18.	Service assistant.	H 2	Duties that do not require vocational training but on-the-job training, for example, setting tables; waiting in dining areas and bars*); supervision over service assistants in position 19; independent opening up and closing down of fast food restaurants*); procurement and storage; also cleaning of dining areas, bars, fast food restaurants and public areas; cleaning of silverware and glass. *) Duties in the bar and in fast food restaurants include collection procedures and issuance of settlement documents.
19.	Service assistant.	H 1	Duties that do not require vocational training, unless covered by position 20, for example, kitchen duties; work in fast food lines; cleaning work in schools, quarters, public areas, and sanitation facilities.
20.	Cleaning staff.	H 1	Mainly cleaning work, including sanitation facilities.

PART III
SALARY AND WAGE TARIFF H

*(Appendix H, Part III, was last revised by
Tariff Agreement Amendment No. 21 re TV AL II, effective June 1, 2005.)*

Articles 60, 61, 62, and 63 do not apply to the employees within the scope of application of Special Provisions H. Instead, the following is agreed on:

1. **Salary and Wage Schedule H**
for
Employees in Accommodation, Catering, and Service Facilities
(Appendix H, paragraph II.7)

Monthly pay rates
for regular weekly workhours of 39 hours

Effective September 1, 2015 Amounts in Euro

Salary Group/ Wage Group	**Wage Areas *)**			
	1	2	3	4
H 1	1,632.07	1,691.10	1,621.44	1,691.10
H 2	1,756.02	1,882.32	1,750.11	1,853.97
H 3	2,094.79	2,147.89	2,090.05	2,108.95
H 4	2,301.35	2,354.46	2,290.71	2,290.71
H 5	2,597.61	2,675.52	2,590.54	2,590.54
H 6	2,866.75	2,981.25	2,860.85	2,860.85
H 7	3,205.52	3,353.07	3,197.27	3,197.27

*) **Notes regarding the wage areas of Salary and Wage Schedule H**:
The following classification will apply for assigning the employees to the wage areas 1 through 4 of salary and wage schedule H:

Wage area 1: Facilities of the U.S. Forces in Bayern (without Neu-Ulm).
Wage area 2: Facilities of the U.S. Forces in Baden-Württemberg and Neu-Ulm, Hessen, and Mainz, as well as facilities of the French Forces.
Wage area 3: Facilities of the U.S. Forces in Rheinland-Pfalz (without Mainz), and in Saarland.
Wage area 4: Facilities of the British Forces.

Salary Schedule H was last modified by Tariff Agreement Amendment No. 45 re TV AL II, effective September 1, 2015.

2. When the regular workhours are extended in accordance with appendix H paragraph I.2a(1)(b), the agreed monthly pay rates established in salary and wage schedule H (app H, para III.1) for a regular workweek of 39 hours will be converted to the extended workhours by using the following factors:

a) For 40 hours per week: 1.032
b) For 41 hours per week: 1.064
c) For 42 hours per week: 1.096
d) For 43 hours per week: 1.128
e) For 44 hours per week: 1.160
f) For 45 hours per week: 1.192
g) For 46 hours per week: 1.224

PART IV
FINAL PROVISIONS

(Appendix H, Part IV, was last revised by Tariff Agreement Amendment No. 21 re TV AL II, effective June 1, 2005.)

Re Article 67, Termination.

Paragraph 1 is supplemented as follows:

The Special Provisions H may be terminated subject to the following time limits to the end of a calendar month:

(1)	Part I	General Provisions	6 months
(2)	Part II	Provisions on Classification	6 months
(3)	Part III	Salary and Wage Tariff H – for the first time to	4 weeks August 31, 2016

Part IV was last modified by Tariff Agreement Amendment No. 45 re TV AL II, effective September 1, 2015.

APPENDIX K

SPECIAL PROVISIONS K
FOR MEDICAL PERSONNEL

PART I
GENERAL PROVISIONS

*(Appendix K, Part I, was last revised by
Tariff Agreement Amendment No. 18 re TV AL II, effective April 1, 2005.)*

1. Re Article 1, Applicability.

Paragraph 1 is supplemented as follows:

The Special Provisions K apply to medical personnel. This includes employees in—

a) Medical facilities.

b) Veterinary facilities.

c) Medical technical laboratories.

2. Re Article 4, Employment Contract and Medical Examination.

Paragraph 4 (Medical Examination) is supplemented as follows:

a) The health of the employees listed in appendix K, paragraph I.1, may be monitored by medical examinations for due cause.

b) An examination must also be conducted on request of the employee if the employee was exposed to a significant risk of infection.

c) The costs for the examination will be borne by the employing agency.

3. Re Article 5, Probationary Period.

Article 5 is supplemented as follows:

The probationary period may also be extended once by a period of up to another 3 months for salaried employees in salary groups KD1 through KD3 (app K, para II.3).

4. Re Article 9, Regular Workhours.

a) **Paragraph 1** is supplemented as follows:

(1) If required for operational reasons, the regular workhours may be extended up to 43.5 hours in the workweek.

(2) However, it will not be possible to extend the hours of work for—

(a) Dentists and other medical personnel in dental facilities.

(b) Veterinary personnel (app K, para I.1b).

(c) Personnel in medical technical laboratories (app K, para I.1c).

(3) For assignments that are required for compelling reasons of common welfare (catastrophes; epidemics), deviation from the provisions of above subparagraphs (1) and (2) will be admissible to the degree that is absolutely necessary.

b) **Paragraph 8** does not apply. Instead, the following is agreed on:

(1) Stand-by duty (on-site stand-by duty)

The employing agency may require employees in medical facilities (app K, para I.1a) to be immediately available for work if necessary (stand-by duty), and to remain at a specified location determined by the employing agency in accordance with the following provisions:

(a) Stand-by duty may be directed only if it is to be expected that there will be work to be done but experience shows that time without work preponderates.

The employee will be entitled to use the time of stand-by duty at the prescribed or approved location at his or her own discretion unless performance of work has been directed or becomes necessary.

(b) Depending on the time of stand-by duty, there is a distinction between night and weekend stand-by duty.

Night stand-by duty starts at the end of the regular workhours and ends on the next day with the beginning of the regular workhours.

Weekend stand-by duty starts on Saturday, Sunday, or on a German legal holiday with the regular start of work usually established for workdays and ends on the next day at the same time.

One leg of weekend stand-by duty may not exceed 24 hours. If stand-by duty is required for a longer uninterrupted period for operational reasons, it must be divided into two legs, which may not be performed by the same employee.

(c) The time of stand-by duty is considered worktime. If the regular hours of work are extended due to performance of stand-by duty, the total hours of work may not exceed 48 hours per week based on an average of 12 calendar months.

(d) Hours of stand-by duty—including the work performed—will be compensated by 60 percent of the hourly basic compensation (Art. 16, paras 1a and 3). Article 16, paragraph 2, does not apply.

(2) On-call duty.

Employees in medical facilities (app K, para I.1a) may be assigned to perform on-call duty in accordance with the following provisions.

(a) During on-call duty, employees are generally free to choose where to spend the time. It must, however, be guaranteed that they can be reached at short notice during on-call duty in order to take up work immediately when necessary.

(b) Depending on the time of on-call duty, there is a distinction between night on-call duty and weekend on-call duty.
The provisions of above paragraph 4b(1)(b) will apply analogously. However, in deviation from the above, several successive legs of on-call duty will be admissible for the same employee.

(c) The time of on-call duty is not considered hours of work. On-call duty will be performed outside the established regular workhours.

(d) Assignments for on-call duty may not exceed 14 days per month.

(e) Hours of on-call duty will be compensated by 12.5 percent – on Saturdays, Sundays, or legal holidays by 20 percent – of the hourly basic compensation (Art. 16, paras 1a and 3).
If the employee is called to work during on-call duty, he or she will additionally receive compensation – including supplements, if applicable – for the hours during which work was actually performed, and for travel time; compensation will be paid for at least 3 hours.

(f) As for the remainder, the provisions of Article 9, paragraph 8, letters f) through i), will apply.

Paragraph 4 was last modified by Tariff Agreement Amendment No. 32 re TV AL II, effective March 1, 2009.

5. Re Article 12, Sunday Work.

Paragraph 4a does not apply.

6. Re Article 20, Time Supplements.

a) **Paragraph 1** is supplemented as follows:

No time supplements will be paid for work performed by medical personnel during stand-by duty (see app K, para I.4b(1)(d)).

b) **Paragraph 2a** does not apply to the employees in medical facilities (app K, para I.1a). The following is agreed on for these employees:

For those hours of work that, in accordance with Article 9 paragraph 2a, have been established as regular workhours in excess of the established weekly workhours in appendix K, paragraph I.4a(1), the employee will receive an extension supplement amounting to 10 percent of the hourly basic compensation (Art. 16, paras 1a and 3).

Paragraph 6. b) was last modified by Tariff Agreement Amendment No. 23 TV AL II, effective April 1, 2006.

c) For employees in salary groups KD1, KD2, and KD3, compensation for overtime, night, Sunday, and holiday work is already included in Salary Schedule K – appendix K, Part III.

Paragraph 6.c) was last modified by Tariff Agreement Amendment No. 40 re TV AL II, effective January 1, 2012.

7. Re Article 21, Other Allowances and Supplements.

Article 21 is supplemented as follows:

Salaried employees of Salary Group Classification KD who perform technical supervision over other salaried employees of salary groups KD1, KD2, or KD3 not only for a temporary period will receive a personal allowance (Art. 16, para 1a (4)) amounting to 10 percent of their salary per schedule for the time during which this prerequisite is met.

8. Re Article 37, Occupational Clothing.

Article 37 is supplemented as follows:

The occupational clothing of medical personnel (app K, para I.1) will be laundered at the expense of the activity. Otherwise, a monthly reimbursement of costs amounting to €20 will be paid.

PART II
PROVISIONS ON CLASSIFICATION

(Appendix K Part II was last revised by Tariff Agreement Amendment No. 18 re TV AL II, effective April 1, 2005.)

1. Re Article 58, Salary Groups.

Article 58 does not apply to the scope of application of Special Provisions K. Instead, Salary Group Classification K in appendix K, paragraph II.3, will apply.

2. Re Article 59, Additional Salary Groups 4A through 7A

Article 59 does not apply to the scope of application of Special Provisions K.

3. Salary Group Classification K for Medical Personnel

Preliminary Remarks.

(1) For duties for which this salary group classification requires a specific education or certification, the employee must actually perform duties that are consistent with the education or certification in order to be placed into the respective salary group.

(2) For duties that are not listed in this salary group classification, the classification of the salaried employee – provided he or she belongs to the medical personnel and is subject to the scope of

application of Special Provisions K – will be determined by comparison with the following job criteria and titles established for the individual salary groups.

(3) For the job titles in this salary group classification that are regulated by law, the following laws will apply:

KrPflG 1985 = *Gesetz über die Berufe in der Krankenpflege (Krankenpflegegesetz) (KrPflG)* (Law on Nursing Professions), dated June 4, 1985.

KrPflG = *Gesetz über die Berufe in der Krankenpflege (Krankenpflegegesetz) (KrPflG)* (Law on Nursing Professions), dated July 16, 2003.

MTAG = *Gesetz über technische Assistenten in der Medizin (MTA-Gesetz)* (Law on Technical Assistants in Medicine).

PhTAG = *Gesetz über den Beruf des pharmazeutisch-technischen Assistenten* (Law on the Profession of the Pharmaceutical-Technical Assistant)

RettAssG = *Gesetz über den Beruf der Rettungsassistentin und des Rettungsassistenten (Rettungsassistentengesetz)* (Law on the Paramedic Profession (Paramedic Law))

MPhG = *Gesetz über die Berufe in der Physiotherapie (Masseur- und Physiotherapeutengesetz)* (Law on Physiotherapy Professions (Massage and Physical Therapist Law))

DiätAssG = *Gesetz über die Berufe der Diätassistentin und des Diätassistenten (Diätassistentengesetz)* (Law on the Dietician Profession (Dietician Law))

All laws will be considered in the version as in effect at any given time.

(4) If an employee is obligated by law or legal ordinance to attend training in order to be allowed to continue to perform the duties in connection with his or her job description, the employer will permit him or her to attend the mandatory training. The incidental costs will be borne by the employer.

Salary Group K1.

Ancillary staff with duties that are subject to social insurance for salaried employees – unless it must be assigned to a higher salary group.

Salary Group K2.

(1) Nursing assistant.

(2) Aid without professional training in dental facilities.

(3) Pharmacy aid without certification.

(4) Laboratory aid without certification performing simple functions.

Salary Group K3.

(1) Assistant in dental facilities after 1 year of experience in salary group K2 (2).

(2) Paramedic without completed professional training and without certification.

Salary Group K4.

(1) Nursing assistant/assistant nurse (*KrPflG* 1985).

(2) Nursing assistant who obtained the competency to perform duties of a nursing assistant of position (1) after 2 years of orientation and on-the-job training.

(3) Certified medical-technical laboratory assistant (*MTAG*) performing various standardized duties.

(4) Certified medical-technical radiology assistant (*MTAG*).

(5) Pharmaceutical-clerical assistant with completed professional training.

Certified pharmaceutical-technical assistant (*PhTAG*).

(6) Dental assistant with completed professional training.

(7) Dental technician with completed professional training.

(8) Certified paramedic (*RettAssG*) or paramedic with completed *EMT* training (in the system of the U.S. Forces).

(9) Doctor's assistant with completed professional training.

Salary Group K5.

(1) Health care nurse/health care pediatric nurse (*KrPflG*)

Note for the Record.
The job titles in accordance with the *KrPflG*, dated July 16, 2003, listed under item (1) of salary groups K5, K6, and K7, respectively, are considered equivalent to the job titles "nurse" or "pediatric nurse" in accordance with the *KrPflG*, dated June 4, 1985.

(2) Certified medical-technical laboratory assistant (*MTAG*) performing various difficult laboratory tests, examinations, and analyses in specialized fields.

Note for the Record.
The difficulty of the duties results from a large number of possible tests and their mutual interdependence, as well as from the performance of non-routine duties.

(3) Certified medical-technical radiology assistant (*MTAG*) performing various difficult duties.

(4) Certified pharmaceutical-technical assistant (*PhTAG*) whose job criteria exceed relevant requirements of salary group K4 (see sec 8, *PhTAG*, in conjunction with the provisions of the *Apothekenbetriebsordnung* (Working Rules for Pharmacies/Ordinance on the Operation of Pharmacies).

(5) Dental technician with completed professional training performing dental-technical duties that require advanced knowledge (techniques and procedures for making dental prostheses).

(6) Qualified dental assistant performing duties covering all duties of the dental facility, including preventive treatment.

(7) Certified physical therapist (*MPhG*).

(8) Certified dietician assistant (*DiätAssG*).

Salary Group K6.

(1) Health care nurse/Health care pediatric nurse (*KrPflG*)*
after 1 year work experience in a specialized field, for example, as surgical nurse, anesthetist nurse, in ICU, or in another specialized unit.

(2) Certified medical-technical laboratory assistant (*MTAG*) whose job criteria exceed the relevant requirements of salary group K5 (for example, examinations outside specified detailed guidelines).

(3) Certified medical-technical radiology assistant (*MTAG*) whose job criteria exceed the relevant requirements of salary group K5.

(4) Radiology assistant in endoscopy (cardiac catheter).

(5) Medical-technical assistant for computed tomography, nuclear medicine, NMR/MRI tomography, and angiography.

(6) Dental technician with completed professional training performing dental duties that require comprehensive knowledge (techniques and procedures for making dental prostheses).

(7) Dental hygienist.

(8) Dental assistant assisting a specialist in oral surgery.

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* *Reference to note for the record under Salary Group K5 item (1).*

Salary Group K7.

(1) Health care nurse/Health care pediatric nurse (*KrPflG*)* as ward nurse.

(2) Dental technician with completed professional training whose job criteria exceed the relevant requirements of salary group K6 (for example, independent production of all types of movable or fixed dental prostheses following dentist's specifications).

(3) Physiotherapist with relevant university degree.

Salary Group K8.

Dental technician (foreman) with supervision over other dental technicians.

Salary Group KD1.

Licensed general practitioner

Licensed dentist

Licensed pharmacist

Licensed veterinarian

with less than 3 years work experience.

Salary Group KD2.

Licensed general practitioner

Licensed dentist

Licensed pharmacist

Licensed veterinarian

with at least 3 years work experience.

Salary Group KD3.

Specialized physician with corresponding duties in medical centers and hospitals.

Note re salary groups KD1 through KD3: For personal allowances for supervisory salaried employees, see appendix K, paragraph I.7.

Salary Group KD 3 was last modified by Tariff Agreement Amendment No. 23 re TV AL II, effective April 1, 2006.

* *Reference to the note for the record under Salary Group K5 item (1).*

PART III
SALARY TARIFF K

*(Appendix K, Part III, was last revised by
Tariff Agreement Amendment No. 18 re TV AL II, effective April 1, 2005.)*

Re Article 63, Salary Schedule C.

Article 63 does not apply. Instead, the following will apply:

**Salary Schedule K
for Medical Personnel**

Monthly pay rates
for regular weekly workhours of 38.5 hours

Effective September 1, 2015 Amounts in Euro

Salary Group	Salary Steps 1	2	3	4	5	6	7	End Step
K1	1,793.41	1,852.03	1,925.31	2,002.59	2,079.17	2,173.76	2,271.02	2,385.60
K2	1,944.61	2,002.59	2,079.17	2,157.13	2,235.73	2,330.98	2,426.21	2,537.48
K3	2,097.83	2,157.13	2,235.73	2,315.01	2,394.91	2,485.52	2,580.79	2,695.35
K4	2,252.38	2,315.01	2,394.91	2,471.54	2,548.83	2,641.41	2,737.34	2,849.90
K5	2,410.25	2,478.87	2,566.12	2,653.38	2,737.34	2,843.90	2,947.14	3,069.07
K6	2,566.12	2,641.41	2,737.34	2,835.93	2,931.18	3,050.41	3,170.99	3,327.53
K7	2,704.69	2,783.29	2,875.89	2,971.15	3,069.07	3,188.30	3,311.55	3,467.42
K8	2,893.21	2,982.45	3,077.06	3,170.99	3,268.25	3,388.16	3,512.71	3,674.58
KD1	4,670.46	4,888.30	5,088.83	5,307.30	5,493.17	5,687.69	5,886.85	6,181.29
KD2	5,150.11	5,400.57	5,660.36	5,920.13	6,193.96	6,453.74	6,717.54	7,055.93
KD3	5,687.69	6,011.44	6,312.51	6,634.28	6,929.38	7,238.47	7,560.21	7,933.92

Salary Schedule K was last modified by Tariff Agreement Amendment No. 45 re TV AL II, effective September 1, 2015.

PART IV
FINAL PROVISIONS

*(Appendix K, Part IV, was last revised by
Tariff Agreement Amendment No. 18 re TV AL II, effective April 1, 2005.)*

Re Article 67, Termination.

Paragraph 1 is supplemented as follows:

The Special Provisions K may be terminated subject to the following time limits to the end of a calendar month:

(1) Part I General Provisions 6 months

(2) Part II Provisions on Classification 6 months

(3)	Part III	Salary Tariff K – for the first time to	4 weeks August 31, 2016

Part IV was last modified by Tariff Agreement Amendment No. 45 re TV AL II, effective September 1, 2015.

TRANSITIONAL PROVISIONS

(In accordance with Article 2 of Tariff Agreement Amendment No. 18 re *TV AL II*, December 20, 2004.)

1. Transitional Provisions re Appendix K, Paragraph II.3.

Employees who, at the time the revision of the compensation structure of appendix K enters into force, do not have the required vocational training or additional vocational training, will remain in their current compensation group for as long as their duties do not change. Employees with comparable vocational training or additional vocational training that is considered at least equivalent by the respective Stationing Force will be assigned to the salary group of salary group classification K that corresponds to their qualification.

2. Agreements Regarding the Sequence of Salary Steps.

With the deletion of the special provisions on salary steps previously established in appendix K, paragraph II.2, the provisions of Article 55 will be applicable to employees under the scope of applicability of Special Provisions K, effective April 1, 2005, in consideration of the following agreement:

2.1 The grading system as in existence on March 31, 2005, will not be recomputed on the occasion of the revision of the Special Provisions K. The employees will retain the step of Salary Schedule K that they will have reached at that time.

2.2 Employees who, on March 31, 2005, have not yet reached the end step of their salary group will be assigned to the next higher step on expiration of the waiting period (calculated from April 1, 2005) established for their salary step in Article 55, paragraph 1a.

If the employee – under the provisions on salary steps of appendix K, paragraph II.2, that were in effect until March 31, 2005 – was entitled to a step increase at an earlier time in consideration of the waiting period spent in his or her current step, he or she will be assigned to the next higher step at this earlier time.

2.3 For further step increases of Salary Schedule K, the provisions of Article 55 will be applicable without restrictions.

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to return to previous location.

APPENDIX L

SPECIAL PROVISIONS L
FOR APPRENTICES

*(Appendix L was last revised by
Change No. 6 – L – TV AL II, effective August 1, 1983.)*

PART I
GENERAL PROVISIONS

1. Re Article 1, Applicability.

Paragraph 1 is supplemented as follows:

a) The Special Provisions L will apply to apprentices who, on the basis of an apprenticeship contract, undergo vocational training in an acknowledged apprenticeship job.

The relevant provisions of law and statutory instruments applicable to apprentices – particularly the *Berufsausbildungsgesetz* (Law on Vocational Training) and the *Jugendarbeitsschutzgesetz* (*JArbSchG*) (Law on Protection of Working Juveniles) – will be applicable.

b) To apprentices listed in the scope of applicability of other Special Provisions (appendixes) of the *TV AL II*, the tariff provisions especially listed therein in part I, paragraph 1, respectively will be applicable in conjunction with the Special Provisions L.

Note for the Record re Paragraph 1.
Apprentices may be trained only in activities that are considered suitable for vocational training as regards and facility, and where the personal and technical requirements for vocational training are met.
Works council participation (youth representative) in matters regarding apprentices will be subject to the relevant provisions of law applicable to the employees with the Stationing Forces.

2. Re Article 4, Employment Contract and Medical Examination.

a) **Paragraph 1a** does not apply. Instead, the following is agreed on:

The apprenticeship will be established by an apprenticeship contract, which must be concluded in writing. The apprentice will be given a copy.

b) **Paragraph 2** does not apply. Instead, the following is agreed on:

The term of apprenticeship will be agreed on in the apprenticeship contract in consideration of the duration of vocational training as established in the rules for vocational training, as well as the provisions on a permissible reduction or extension of the term of apprenticeship.

c) **Paragraph 4** does not apply. Instead, the following is agreed on:

(1) Before the apprenticeship and again before the end of the first year of apprenticeship, the apprentice will provide a medical certificate proving his or her physical suitability (state of health and fitness for work).

(2) The apprentice must undergo medical examinations for special reasons.

(3) The costs will be borne by the employing agency unless German authorities, on the basis of legal provisions, will bear the costs.

3. Re Article 5, Probationary Period.

Paragraph 1 does not apply. Instead, the following is agreed on:

The apprenticeship will begin with a probationary period. The probationary period will last for at least 1 month but no longer than 3 months.

4. Re Article 9, Regular Workhours.

a) **Paragraph 1** is supplemented as follows:

The regular workhours established for the activity will be applicable to apprentices unless the law (for example, the *JArbSchG*) stipulates less workhours.

b) **Paragraph 2** does not apply.

c) **Paragraph 7** does not apply in those cases where the apprentice participates in training measures outside the activity.

d) Article 9 is supplemented as follows:

Theoretical training for apprentices:

(1) The times an apprentice attends vocational school classes will be credited towards the regular workhours as follows:

(a) Days with at least 5 hours of vocational school classes, including breaks, with 8 hours.

(b) Weeks with scheduled successive vocational school classes of at least 25 hours on at least 5 days with 40 hours.

(c) All other times, with the duration of the classes, including breaks and the required travel time.

(2) If vocational school classes are supplemented by theoretical training within the activity, such training will be conducted during workhours and may not result in an extension of workhours.

5. Re Article 10, Overtime.
Re Article 11, Night Work.
Re Article 12, Sunday Work.
Re Article 13, Holiday Work.

Articles 10 through 13 do not apply.

6. Re Article 14, Shift Work and Rotating Shift Work.

Article 14 does not apply.

7. Re Article 16, Computation of Earnings.

a) Paragraph 1 does not apply. Instead, the following is agreed on:

Remuneration components.

(a) Basic pay.

(1) Monthly basic compensation will be paid in form of apprenticeship pay.

(2) through (7) – not used –

(b) Allowances or supplements in addition to basic compensation.

(8) Flat-rate supplement
for severe working conditions (app L, para I.10b).

(c) Other remuneration components.

(9) through (11) – not used –

(12) Sick pay supplement.

(13) Supplement to maternity allowance (sec 14, *MuSchG*).

(14) and (15) – not used –

b) Paragraph 2 does not apply.

c) Paragraph 3 does not apply. Instead, the following is agreed on:

The hourly basic compensation amounts to 1/167 of the monthly apprenticeship pay.

d) Paragraph 6 does not apply. Instead, the following is agreed on:

(1) If pay entitlements cover only parts of a calendar month, 1/30 of the monthly apprenticeship pay will be paid as basic compensation per calendar day.

(2) For individual hours of absence, the basic compensation established for the month or calendar day will be reduced per hour of absence by the fractional amount of the monthly apprenticeship pay as established in appendix L, paragraph I.7c.

(3) For other monthly based types of remuneration, computation will be effected in accordance with (1) or (2) analogously.

Paragraph 7 was last modified by Change No. 7 – L – TV AL II, effective January 1, 1986.

8. – Not used –

Paragraph 8 was last modified by Tariff Agreement Amendment No. 9 re TV AL II, effective April 1, 2003.

9. Re Article 20, Time Supplements.

Article 20 does not apply.

10. Re Article 21, Other Allowances.

a) **Paragraphs 1 through 3** do not apply.

b) **Paragraph 4** does not apply. Instead, the following is agreed on:

As a matter of principle, the apprenticeship pay compensates for severe working conditions.

For apprentices who, during the course of their apprenticeship, to a large scale are assigned tasks listed in appendix S, a monthly flat rate supplement amounting to DM30 (€15.34) may be paid in addition to the apprenticeship pay with the beginning of the second year of apprenticeship.

11. – Not used –

Paragraph 11 was last modified by Tariff Agreement Amendment No. 9 re TV AL II, effective April 1, 2003.

12. Re Article 28, Excused from Work.

a) Paragraph 1 is supplemented as follows:

(1) The apprentice will be released from in-house training to the degree required and in accordance with the relevant legal provisions for participating in exams as well as other training measures where participation outside the place of vocational training is required.

(2) Without a reduction in pay, the apprentice will be released from work the day before the written final exam.

b) Paragraph 5 does not apply. Instead, the following is agreed on:

The apprentice will be released from training without a reduction in pay on December 24 and December 31.

13. Re Article 33, Annual Leave.

Paragraph 5 is supplemented as follows:

Apprentices who, [in the context of their vocational training,] are required to attend a vocational school should be given annual leave during vocational school break periods.

If this is not possible, the apprentice will receive 1 additional leave day for each day of vocational school classes attended during the annual leave period.

Paragraph 13 was last modified by Change No. 7 – L – TV AL II, effective January 1, 1986.

14. Re Article 40, Vacation and Christmas Pay.

Paragraph 2 (Christmas Pay) is supplemented as follows:

In deviation from the provisions established in appendix W, paragraph 1a, apprentices are entitled to receive a Christmas pay if they—

a) Are employed under an apprenticeship contract with the Stationing Forces on October 31.

b) Have reached a minimum period of uninterrupted employment (Art. 8, paras 2 and 4) of no less than 3 months with the Stationing Forces of the same Sending State.

For the remainder, the provisions established in appendix W will be applicable without restrictions.

15. – Not used –

Paragraph 15 was last modified by Tariff Agreement Amendment No. 1 re TV AL II, effective January 1, 2001.

16. Re Article 43, Termination of Employment During Probationary Period.

Article 43 does not apply. Instead, the following is agreed on:

During the probationary period, the apprenticeship may be terminated by either side at any given time without observing any notice periods.

17. Re Article 44, Separation With Ordinary Notice.

a) **Paragraph 1** does not apply. Instead, the following is agreed on:

On expiration of the probationary period, the apprentice may terminate the apprenticeship subject to a notice period of 4 weeks if he or she intends to discontinue the vocational training or if he or she intends to get trained for a different profession.

A termination with ordinary notice by the employing activity that provides the training will not be admissible.

b) **Paragraph 3** does not apply.

18. Re Article 46, End of Employment Without Notice.

Article 46 does not apply. Instead, the following is agreed on:

a) The apprenticeship ends without the need for a notice with the expiration of the term of apprenticeship or earlier, when passing the final exam.

b) In case of a failed final exam, the apprenticeship, on request of the apprentice, will be renewed until the next possible date the exam can be repeated but by no longer than 1 year.

c) Three months before the end of the apprenticeship, the employing agency and the apprentice should clarify whether or not employment will be initiated on expiration of the apprenticeship and, if need be, conclude a corresponding agreement. The agreement may include that future employment depends on the results in the final exam.

d) Upon successful completion of the final exam and directly after the apprenticeship, the apprentice will receive a temporary employment contract for a period of 12 months, provided operational reasons or reasons resting with the person of the individual apprentice are not withstanding. The entitlement according to sentence 1 will also exist if the parties agreed on employment for more than 12 months within the meaning of subparagraph c), and such employment does not materialize, for example, because of the results of the final exam.

Paragraph 18d was last modified by Tariff Agreement Amendment No. 37 re TV AL II, effective July 1, 2011

19. Re Article 47, Form of Notice.

Article 47 does not apply. Instead, the following is agreed on:

The notice of termination must be in writing, and, in case of separation after the end of the probationary period, must include the reasons for termination.

20. Re Article 48, Testimonials and Certificates.

a) Paragraphs 1 through 3 do not apply. Instead, the following is agreed on:

At the end of the apprenticeship, the apprentice will be provided a testimonial. The testimonial must include information as to the type, length, and objective of the vocational training, as well as to the knowledge and skills the apprentice has acquired.

On request of the apprentice, information as to conduct, performance, and special technical skills will be included.

b) Paragraph 4 is supplemented as follows:

The training officer should also sign the testimonial.

21. Other Provisions.

a) Taking an Examination.

The employing agency will register the apprentice with the servicing authority in time for the final examination. The expenses for the exam will be borne by the employing agency unless they are borne by another agency.

b) Remuneration on Expiration of the Apprenticeship (see para 18a).

(1) If the examination has been passed before the expiration of the term of apprenticeship as established in the apprenticeship contract, remuneration will be subject to the appropriate wage or salary tariff starting the first day after the completion of the exam.

(2) If the examination takes place after the expiration of the term of apprenticeship as established in the apprenticeship contract, remuneration – irrespective of later announcements of the examination results – will be subject to the appropriate wage or salary tariff starting the day after the expiration of the agreed term of apprenticeship

PART II
PROVISIONS ON CLASSIFICATION

Articles 51 through 59 do not apply.

PART III
APPRENTICESHIP PAY

Articles 60 through 63 do not apply.

Compensation for apprentices is subject to the pay schedules established in the special provisions (appendixes) of the *TV AL II* contingent on the scope of applicability the apprentices belong to.

PART IV
FINAL PROVISIONS

(Appendix L, Part IV, was last revised by Tariff Agreement Amendment No. 1 re TV AL II, effective January 1, 2001.)

Re Article 67, Termination.

Paragraph 1 is supplemented as follows:

The Special Provisions L may be terminated to the end of a calendar month subject to a time limit of 6 months.

APPENDIX M

PROVISIONS ON PARTICIPATION IN MANEUVERS AND SIMILAR MILITARY EXERCISES

(Appendix M was last revised by Tariff Agreement Amendment No. 33 re TV AL II, effective March 1, 2009.)

A. Employees Who Occasionally Participate in Maneuvers or Similar Military Exercises of the Stationing Forces.

1. Special Provisions.

Employees who, for official reasons, participate in maneuvers or similar military exercises of the Stationing Forces outside their permanent duty station will be subject to the following special provisions regarding workhours and compensation.

The provisions of this paragraph will not apply to the employees covered by paragraphs B or C.

2. Workhours.

For the duration of the employee's participation in maneuvers or similar military exercises (exercise assignment), the workhours may be established in deviation from Article 9 or other relevant special provisions. The relevant works council participation rights will remain unaffected.

3. Earnings.

a) For the duration of the exercise assignment, Articles 9 through 13; Article 16, paragraph 2; Articles 20 and 21, as well as the provisions of appendixes R and S will not be applicable. For this period of time, compensation is regulated in the following provisions of subparagraphs b) through e).
These arrangements include all entitlements arising from the provisions mentioned in sentence 1.

b) Payment of earnings for the regular workhours established for the employee's employing agency will continue for the duration of the exercise assignment – however, without allowances or supplements paid in addition to basic compensation in accordance with Article 16, paragraph 1b.

In addition, the employee will receive a flat-rate maneuver compensation in accordance with subparagraph c) and, subject to certain conditions, time off in accordance with subparagraph d).

The flat-rate maneuver compensation in accordance with subparagraph c) will also be paid for the first and the last day of the exercise assignment if the employee is absent for more than 8 hours from his or her employing agency or residence on these days.

c) The flat-rate maneuver compensation amounts to—

(1)	For each workday	€55.62
(2)	For each Sunday	€77.42
(3)	For each holiday (Art, 13 para 1)	€77.42

d) Within 12 calendar months after the end of the exercise assignment, the employees will receive paid time off amounting to 1 workday for—

(1) Each full Saturday.

(2) Each full Sunday.

(3) Each full holiday that does not fall on a Saturday or Sunday.

(4) Every 4 full workdays of an exercise assignment that are not Saturdays or holidays in accordance with subparagraph (1) or (3).

The first and the last day of the exercise assignment count as full exercise days within the meaning of above subparagraphs (1) through (4) if the employee was on official duty for a minimum of 12 hours.

e) The flat-rate maneuver compensation will be adjusted accordingly on the occasion of future general tariff increases.

Paragraph 3 was last revised by Tariff Agreement Amendment No. 45 re TV AL II, effective September 1, 2015.

4. Accommodation and Meals.

Accommodation and meals will be provided by the Stationing Forces during the employee's exercise assignment. Any inevitable expenses the employee might incur in this connection will be reimbursed.

5. Unfitness for Work.

a) In case of unfitness for work during the exercise assignment, payment of the flat-rate maneuver compensation pursuant to paragraph 3 will continue until fitness for work has been regained but no longer than until the end of the assignment.

b) The exercise assignment of an employee who has fallen sick will end with the employee's return to the permanent duty station or place of residence, or with the end of the day the employee was hospitalized.

B. Employees of the 8530th Civilian Support Group of the U.S. Stationing Forces in Hohenfels.

1. Special Provisions.

The following provisions of this paragraph will be applicable to exercise assignments of these employees. Exercise assignments within the meaning of this section consist of supporting units during military exercises. Practical presentations largely similar to the assignments mentioned in sentence 2 will also be considered military exercises.

The special provisions of paragraphs A and C do not apply.

2. Workhours.

a) For the duration of the exercise assignment, the workhours may be established in deviation from Article 9 or other relevant special provisions. The relevant works council participation rights will remain unaffected.

b) When participating in an exercise assignment, the workhours (duration and distribution) may be changed on short notice. The agency chief will prepare the exercise workschedule and designate the employees who will participate in the exercise assignment. A shop agreement may be concluded on the principles governing the preparation of exercise workschedules.

c) The duration of an exercise assignment should, as a rule, not exceed 15 consecutive days. In individual cases, if required for exercise operations, it may be extended to up to 21 consecutive days.

If the exercise assignment covers more than 6 consecutive days, the day immediately following the exercise assignment will be a day off.

d) In case of an exercise assignment on a Sunday, the employee – in deviation of Article 12, paragraph 4a – will be granted a substitute regeneration day to be scheduled on a workday and within a period of 2 weeks. A day off under subparagraph c) can also be a substitute regeneration day.

e) In case of an exercise assignment on a German legal holiday that does not fall on a Sunday, the employee – in deviation of Article 13, paragraph 4a – will receive a day off on a workday within a period of 2 weeks.

f) The daily workhours during the exercise assignment must not exceed 18 hours.

g) Following the end of the daily workhours, the employee must be granted an uninterrupted rest period of a minimum of 11 hours. The rest period may be reduced to 9 hours if required by the exercise assignment and if reduction of the rest period will be balanced within a period of 14 days following the end of the exercise assignment.

Reducing the rest period is, however, not authorized if the workhours directly preceding it exceeded 12 hours.

h) Article 10 will not apply for the duration of participation in an exercise assignment. However, the employee will receive 1 day of paid time off for every 4 exercise days. Exercise days are all calendar days of the exercise assignment on which the employee works for more than 4 hours. Periods of work assignments of less than 4 hours but at least 30 minutes will be recorded by the organization. If the amount of such recorded assignment periods exceeds 4 hours during a calendar year, they will count as another exercise day.
Time off will be granted within a period of 12 calendar months following the end of the exercise assignment.

i) Articles 11 through 13 and 20 will also apply for the duration of the exercise assignment.

3. Earnings.

a) For the duration of the exercise assignment, the employee will continue to receive the earnings for his or her established regular workhours.

In addition, the employee is entitled to tariff supplements for performing night work, Sunday work, and holiday work.

b) To compensate special stress and hazards associated with the exercise assignment, the employee will receive a flat-rate exercise payment in addition to his or her compensation under subparagraph a). Article 21, paragraph 4, in conjunction with appendix S, will not apply.

(1) The flat-rate exercise payment amounts to €55.62/exercise day.

(2) For employees whose work assignment is a field exercise, the flat-rate exercise payment amounts to €82.96/exercise day.

For exercise assignments of these employees exceeding 15 consecutive days, the flat-rate exercise payment will be increased
from the 16th day to €96.79/exercise day.

(3) The definition in paragraph 2h, sentences 3 through 5, applies accordingly for determining exercise days.

(4) The flat-rate exercise payment is one of the other remuneration components within the meaning of Article 16, paragraph 1c, subparagraph (15). It will be adjusted accordingly on the occasion of future general tariff increases.

Paragraph 3 was last revised by Tariff Agreement Amendment No. 45 re TV AL II, effective September 1, 2015.

4. Accommodation and Meals.

Provision of accommodation and meals is governed by the relevant provisions of the U.S. Stationing Forces.

5. Exercise Assignment Outside the Regular Duty Station.

In addition to the above provisions of section B, the provisions of appendix R will also apply to exercise assignments of these employees outside their regular duty station.

C. Employees Employed as Civilians on the Battlefield (COBs) of the U.S. Forces in Hohenfels.

1. Special Provisions.

For employees employed as COBs, the provisions of this paragraph will apply.
In addition, the General Provisions of the Tariff Agreement will apply.
The special provisions in sections A and B of this appendix M will not apply.

2. Wage or Salary per Schedule.

For employees grouped in salary group 3 of trade category A1, the wage per schedule will amount to 110 percent of the wage schedule rate listed in wage schedule A1 (Art. 62, para 1) for this wage category.

3. Flat-rate Supplement.

a) To compensate the COBs mainly employed in the training terrain, including the training villages, for the special stress and severe working conditions to which they are exposed, these COBs will receive a monthly flat-rate supplement amounting to €110.60.
Employees whose regular workhours are less than the workhours established for full-time employees will receive a proportionate flat-rate supplement.
For computing the flat-rate supplement, Article 16, paragraph 2b, will apply accordingly.
In addition, Article 21, paragraph 4, in connection with appendix S will not apply.

b) The flat-rate supplement is another remuneration component within the meaning of Article 16, paragraph 1c, subparagraph (15). The supplement will be adjusted accordingly with future general tariff increases.

Paragraph 3 was last amended by Tariff Agreement Amendment No. 45 re TV AL II, effective September 1, 2015.

APPENDIX P

SPECIAL PROVISIONS P
FOR FIREFIGHTING PERSONNEL, PLANT SECURITY PERSONNEL, GUARD PERSONNEL

PART I
GENERAL PROVISIONS

*(Appendix P was last revised by
Tariff Agreement Amendment No. 23 re TV AL II, effective April 1, 2006.)*

1. Re Article 1, Applicability.

Paragraph 1 is supplemented as follows:

a) The Special Provisions of appendix P apply to firefighting, plant security, and guard personnel whose regular workhours have been established in accordance with appendix P, paragraph I.3.

b) The Special Provisions P, with the exception of the provisions of paragraph P-I.2 and paragraph P-II.6, will not apply to salaried employees in the firefighting service whose regular workhours have not been established in accordance with paragraph P-I.3, but in accordance with the provisions of Article 9, paragraph 1.

c) The Special Provisions P do not apply to employees employed within the scope of applicability of the Special Provisions of appendix Z unless explicit reference is made therein to the Special Provisions P.

d) The Special Provisions of appendix F are not applicable.

2. Re Article 4, Employment Contract and Medical Examination.

Paragraph 4 (Medical Examination) is supplemented as follows:

The state of health of **firefighting personnel** – regardless of age – will be monitored by regularly recurring medical examinations. Generally, examinations should be performed on an annual basis in accordance with principles of trade associations and, if applicable, of the employer.
The same will apply to plant security personnel.
The costs will be borne by the employing agency.

3. Re Article 9, Regular Workhours.

a) Paragraph 1 does not apply. Instead, the following is agreed on:

The regular workhours (Art. 9, para 1) amount to 208 hours per month (including breaks).

b) **Paragraph 2a** does not apply. Instead, the following is agreed on:

Subject to the prerequisites of section 7, paragraphs 2a and 7, of the *Arbeitszeitgesetz*, an extension of the regular workhours to 256 hours per month (including breaks) is admissible for firefighting and plant security personnel without the need for a shop agreement.

If the regular workhours are established in accordance with subparagraph a) or b), the time in excess of 173 hours per calendar month must, as a rule, consist of stand-by duty or rest periods, or the total workhours must include a corresponding amount of stand-by duty or rest period.

Note for the Record.
Compensation in form of time off (for example, based on the provisions of paragraph P-I.4c) should preferably be granted as an entire shift or as continuous time off to promote regeneration.

c) **Paragraph 3** does not apply. Instead, the following is agreed on:

(1) When the monthly regular workhours under paragraphs a) and b) are unevenly distributed on a monthly basis, a balance must be reached within a period of 12 calendar months without exceeding the total admissible workhours for this period.

In this context, workshifts extending over 2 calendar days will be counted towards the day on which the shift begins.

(2) A workschedule will be developed at least 21 days in advance covering a minimum period of 1 calendar month and outlining the distribution of the regular workhours.

Each employee must have access to the workschedule at any time.

4. Re Article 10, Overtime.

a) **Paragraph 1** does not apply. Instead, the following is agreed on:

Hours of overtime work are those hours of work that an employee, upon request of the employing agency, performs in excess of the regular workhours established for the calendar month in accordance with paragraph P-I.3.

b) **Paragraph 3** does not apply. Instead, the following is agreed on:

Compensation for overtime work consists of the hourly basic compensation (para P-I.9b) and an overtime supplement [para P-I.10(1)] (overtime compensation).

c) **Paragraph 4** does not apply. Instead, the following is agreed on:

The basic compensation for overtime work consists of a corresponding amount of time off within the following 12 calendar months. Thereby, the wishes of the employees are to be considered in relation to the operational requirements.

5. Re Article 11, Night Work.

a) Paragraph 1 is supplemented as follows:

In activities where night work is required, such work must be performed within the scope of the established regular workhours.

b) Paragraph 2 does not apply.

6. Re Article 12, Sunday Work.

a) Paragraph 2b does not apply.

b) Paragraph 3 does not apply. Instead, the following is agreed on:

Occasional Sunday work – not included in the workschedule – will be compensated for by the earnings (including Sunday work supplement) for at least 3 hours.

The supplement is established in paragraph P-I.10 a(2). Whether or not occasional Sunday work is considered overtime work will be based on the provisions established in paragraph P-I. 4.

Paragraph 4 does not apply.

7. Re Article 13, Holiday Work.

a) Paragraph 3 does not apply. Instead, the following is agreed on:

Occasional holiday work – not included in the work schedule – will be compensated by the earnings (including holiday work supplement) for at least 3 hours.

The supplement is established in paragraph P-I. 10a(3). Whether occasional holiday work is considered overtime work is regulated in accordance with the provisions established in paragraph P-I. 4.

b) Paragraph 4 does not apply.

For **guard personnel**, the following is agreed on instead:

(1) If a minimum of half a work shift within the scope of the regular workhours (para P-I.3) falls on a holiday in the meaning of Article 13, paragraph 1, the employee is entitled to paid time off during the balancing period (para P-I.3c).

(2) The employee will lose his or her entitlement to payment of time off if he or she is absent without leave on the last workday before or on the first workday after the time-off period

(3) If time off under subparagraph (1) cannot be granted, the supplement in accordance with paragraph P-I.10a(3) will be paid for the holiday work performed.

8. Re Article 14 Shift Work and Rotating Shift Work.

Article 14 does not apply.

9. Re Article 16, Computation of Earnings.

a) Paragraph 2 (basic compensation for extended regular workhours and for part-time employment) does not apply.

b) Paragraph 3 (hourly basic compensation) does not apply. Instead, the following is agreed on:

(1) The hourly basic compensation for firefighting and plant security personnel amounts to 1/256 of the monthly basic compensation applicable to regular workhours established in accordance with paragraph P-I.3b.

The computation will, by all means, be based on the monthly flat rates of the wage and salary schedules in appendix P, paragraph III.2a, b. This will also apply if the regular workhours have been established in accordance with appendix P, paragraph I.3a, and the employee receives monthly flat rates that are computed in accordance with the provision of appendix P, paragraph III.1a(2) or III.1b(2).

(2) The hourly basic compensation for guard personnel amounts to 1/208 of the monthly basic compensation computed for regular workhours of 208 hours.

10. Re Article 20, Time Supplements.

a) Paragraph 1 does not apply. Instead, the following is agreed on:

Established time supplements are for—

(1) Overtime work (para P-I. 4) 35 percent.

(2) Sunday work (only if compensation is in accordance with para P-I. 6b) 50 percent.

(3) Holiday work (only if compensation is in accordance with para P-I. 7 or in accordance with Art. 28, para 5b, second sentence) 100 percent.

of the hourly basic compensation (para P-I.9b).

b) Paragraph 2 (extension supplement) does not apply.

c) Paragraph 3 does not apply. Instead, the following is agreed on:

An overtime supplement will be paid in addition to other time supplements.

If requirements for both Sunday and holiday work supplements (paras P-I. 10a(2) and (3)) are met simultaneously, only the holiday work supplement will be paid.

d) **Paragraph 4** does not apply. Instead, the following is agreed on:

With regard to compensation for Sunday work (para P-I. 6b) or holiday work (para P-I. 7), basic compensation for the respective hours of work is already included in the monthly basic compensation— unless it is overtime work.

e) In principle, the wage and salary tables listed in paragraph P-III.2 already reflect the supplements for night, Sunday, and holiday work.

Exempt from this rule are only the supplements for—

- Occasional Sunday work (para P-I. 6b).
- Occasional holiday work (para P-I. 7).
- Work performed in accordance with Article 28, paragraph 5b, second sentence.

Paragraph 10e) was last modified by Tariff Agreement Amendment No. 40 re TV AL II, effective January 1, 2012.

11. Re Article 21, Other Allowances.

a) **Paragraph 2** (Functional Allowance) is supplemented as follows for **firefighting personnel with the U.S. Forces**:

(1) Firefighting personnel with pertinent equipment attendant training will receive a functional allowance amounting to €35.03 per month for performing these duties.

(2) Firefighting personnel who are certified hazardous materials technicians, level III, or certified rescue technicians will receive a functional allowance amounting to €58.38 per month.

(3) Firefighting personnel at the training areas Grafenwöhr/Vilseck and Hohenfels will receive a functional allowance amounting to €81.74 per month for the special stress involved in the duties they have to perform at the training areas.

Note for the Record.
Allowances hitherto paid for hazards in connection with ammunition, etc. will no longer be paid in addition to this functional allowance.

(4) The allowances will be adjusted accordingly when the general tariff increases.

(5) If several of the allowances listed under (1) through (3) coincide, they will basically be paid together.

b) **Paragraph 3** (Shift and Rotating Shift Allowance) does not apply.

Paragraph 11 was last modified by Tariff Agreement Amendment No. 45 re TV AL II, effective September 1, 2015.

12. Other Agreements.

a) The provisions of Article 8, paragraph 1, of the *Tarifvertrag vom 2. Juli 1997 über Rationalisierungs-, Kündigungs- und Einkommensschutz (Schutz TV)* (Tariff Agreement, July 2, 1997, Protection From Rationalization Measures, Termination of Employment, and Income Protection (Protection Agreement)) will also apply to those employees of the firefighting and plant security personnel who have completed at least 10 years of employment in the firefighting or plant security service with the Stationing Forces and have reached 40 years of age if medical examinations (app P, para I.2) yield final proof that they are no longer fit for employment in the firefighting or plant security service.

b) If an employee of the firefighting or plant security personnel who meets the prerequisites of subparagraph a) above is reassigned to a new position with the same employer, he or she will be entitled to pay protection subject to the following provisions.

(1) If the employee's basic monthly compensation in the new job falls below the previous basic monthly compensation, he or she is entitled to a pay protection supplement amounting to the difference between the new and the previous basic compensation under the Tariff Agreement.

The basic compensations will not be converted due to different regular workhours before and after the reassignment provided that the job in the new position is a job with workhours that, as a minimum, correspond to the workhours in accordance with Article 9, paragraph 1a. In case of part-time employment in the new job, Article 16, paragraph 2, will apply accordingly.

(2) Future increases of earning due to a permanent change of duties will be offset against the pay protection supplement.
For employees who have not yet reached 55 years of age at the time of the change, increases of earning resulting from general raises of tariff pay rates will also be offset against the pay protection supplement. General tariff raises that take effect only after employees reach 55 years of age will be excluded from offsetting.

(3) The provisions of Article 5, paragraphs 4 and 5, *SchutzTV* will apply analogously.

c) As for the remainder, the provisions of the *SchutzTV* for employees within the scope of applicability of Special Provision P will apply without exception.

PART II
PROVISIONS ON CLASSIFICATION AND GRADING

1. Re Article 53, Temporary Change of Duties.

In **paragraph 2** (Assignment on Probation), subparagraphs a) and b) are supplemented as follows:

If an employee with existing employment is to be assigned to a position in the firefighting or plant security service, he or she may be trained in these duties for a period of up to 3 months on probation. During this time, all working and pay conditions of Special Provisions P will be applicable. The period of probation must be specifically agreed on. The employee may be reassigned to his or her former position up to the expiration of the trial period.

2. Re Article 55, Salary Steps (Length of Service Allowance).

The provisions of **Article 55** do not apply. Instead, the following is agreed on:

Assignment of firefighting and plant security personnel to the steps of the wage/salary schedules P established in paragraphs P-III.2a and b is governed by the provisions established in paragraph P-III.1, subparagraph a(3) and subparagraph b(3).

3. Re Article 56, Wage Groups.
Re Article 58, Salary Groups.

The wage groups of Article 56 and the salary groups of Article 58 do not apply. Instead, the following will apply:

Wage and Salary Group Classification P

a) For firefighting personnel.

Explanations:

(1) The wage and salary classification covers those functions that are typical of fire prevention and firefighting facilities of the Stationing Forces and that affect the operational requirements of these facilities.

Duties may also include emergency management and technical first aid.

(2) The **firefighting crew** is a team of several firefighters, one of them having technical supervision over the group. The supervisor will participate in the work of the team.

Wage/ Salary Group		Duties
P 1		Firefighter during training **Note for the Record.** The length of training depends on individual training needs and should not exceed 24 months.
P 2	(1)	Firefighter with completed training in accordance with applicable directives of the Stationing Forces.
	(2)	Firefighter without completed training in accordance with paragraph P2(1) with office duty at a central fire station of the U.S. Army.
P3	(1)	Firefighter with completed training in accordance with paragraph P2(1) on airfields of the U.S. Forces.
	(2)	Firefighter with completed training in accordance with P2(1) with office duty at a central fire station of the U.S. Army.
	(3)	[**Translator's Note:** This does not apply to the U.S. Forces and has not been translated.]
P 4	(1)	Firefighter with completed training in accordance with P 2 (1) with office duty at a central fire station with responsibility for U.S. Army airfields.
	(2)	Leader of a firefighting crew of the U.S. Forces.
	(3)	[**Translator's Note:** This does not apply to the U.S. Forces and has not been translated.]
P 5	(1)	Fire Station Chief with the U.S. Forces.
	(2)	Leader of a fire crew on U.S. Forces airfields.
	(3)	[This does not apply to the U.S. Forces and has not been translated.]
P 6		Fire Station Chief on U.S. Forces airfields.
P 7		District Fire Chief with the U.S. Air Force.

b) For plant security personnel.

Sole wage group P(WS).

Duties

— Responsible monitoring of adherence to and implementation of security provisions within military installations with all their agencies.

— Supervision of installation access (control of persons and vehicles).

— Issuing access authorizations.

— Control of ID cards and goods accompanying document

— Control of persons in the entire installation area.

— Monitoring alarm and security systems and performing inspection rounds.

— Is responsible for key storage.

— Is in constant contact with local police stations, fire stations, and emergency services.

c) For guard personnel.

Wage group P(W)1.	Guard (unarmed).
Wage group P(W)2.	Guard (armed with hand-gun).
Wage group P(W)3	Guard with dog.

Duties

— Inspection rounds according to schedule to monitor general security provisions.

— Guarding the installation premises, fences, and buildings on military installations against unauthorized intrusion.

— Access control (entrance and exit) of persons, vehicles, and objects.

— Access control in buildings.

4. Re Article 57, Leaders.

Paragraph 2 does not apply. Instead, the following is agreed on:

Plant security leadmen and **guard leadmen** will receive a supplement (leadman supplement) – based on the scope of their supervisory authority – amounting to 10 to 20 percent which will be computed on the basis of the highest flat rate of subordinate personnel. The leadman supplement is a leader supplement within the meaning of Article 16, paragraph 1a, subparagraph (6).

5. Re Article 59, Additional Salary Groups 4A to 7A.

Article 59 does not apply.

6. Additional Provisions.

Articles 58 and 59 do not apply for **salaried employees in the firefighting service** in accordance with appendix P, paragraph I.1b.

The following provisions will apply for categorizing these salaried employees into the salary groups of Article 58.

Duties	Salary Group
Salaried employee at fire station of the U.S. Air Forces.	C4A
Inspector (fire prevention).	C5
Inspector (fire prevention/advanced occupational training).	C5A
Deputy chief of a U.S. Army fire brigade not involved in fire protection.	C6
(1) Deputy chief of a U.S. Army fire brigade involved in fire protection. (2) Chief of a fire brigade not involved in fire protection. (3) Instructor (fire prevention). (4) [**Translator's Note:** This does not apply to the U.S. Forces and has not been translated.]	C6A
(1) Chief of a fire department of the U.S. Army with fire-protection functions. (2) Deputy of a fire department of the U.S. Army with at least three fire stations with fire-protection functions. (3) Fire-safety engineer of a U.S. Army garrison.	C7
Chief of a fire department of the U.S. Army with at least three fire stations with fire-protection functions.	C 7A
(1) Deputy fire chief with the U.S. Air Forces in Ramstein. (2) Chief of the FirefighterTraining Center of the U.S. Army. *Paragraph 6 was last modified by Tariff Agreement amendment No. 40 re TV AL II, effective January 1, 2012.*	C8

PART III
WAGE AND SALARY TARIFF P
FOR FIREFIGHTING PERSONNEL, PLANT SECURITY PERSONNEL, GUARD PERSONNEL

Articles 60, 61, 62, and 63 do not apply. Instead, the following will apply:

1. Monthly flat rates.

a) Firefighting Personnel.

(1) When the regular workhours are established in accordance with appendix P, paragraph I.3b (256 hours per month), firefighting personnel will receive the monthly flat rates established for the individual wage/salary groups in wage/salary schedule P for firefighting personnel – appendix P, paragraph III.2a

(2) When the regular workhours for firefighting personnel are established in accordance with appendix P, paragraph I.3a (208 hours per month), the monthly flat rates established in wage/salary schedule P for regular workhours of 256 hours will be converted to the lower number of workhours by using the factor 0.8125.

(3) All periods of employment in the fire service will be considered for determining the monthly flat rates – even if they were not served with organizations of the Stationing Forces. The provisions of Article 8, paragraphs 2 and 3 will not be applicable in this context.

b) Plant Security Personnel.

(1) When the regular workhours are established in accordance with appendix P, paragraph I.3b (256 hours per month), plant security personnel will receive the monthly flat rates established in wage/salary schedule P for plant security personnel – appendix P, paragraph III.2b.

(2) When the regular workhours for plant security personnel are established in accordance with appendix P, paragraph I.3a (208 hours per month), the monthly flat rates established in wage/salary schedule P for regular workhours of 256 hours will be converted to the lower number of workhours by using the factor 0.8125.

(3) All periods of employment in the fire service or in plant security service will be considered for the establishment of the monthly flat rate, even when not served with agencies of the Stationing Forces. Within this context, the provisions of Article 8, paragraphs 2 and 3 will not be applicable.

c) Guard Personnel.

Guard personnel will receive the monthly flat rates established in the wage/salary schedule P for guard personnel for the individual wage groups– appendix P, paragraph III.2b.

Note for the Record
for the Respective Subparagraphs (1) and (2) of Paragraphs 1a and 1b.

1. The reduction of the regular workhours for firefighting or plant security personnel that were extended to 256 hours per month with the consent of the employee affects the compensation as follows:

   a) If the regular workhours are reduced to a value of between 256 hours and 208 hours per month or to 208 hours per month, and this reduction was initiated solely by the employer, the employee will keep his or her entitlement to compensation for 256 hours per month. There will be no conversion of monthly compensation by the factor established in paragraphs 1a(2) and 1b(2).

   b) If the regular workhours are reduced from 256 to 208 hours per month on request of the employee (revocation of consent), the conversion provisions of paragraphs 1a(2) and 1b(2) will apply.

   c) If the regular workhours must be reduced to 208 hours per month for other reasons, the conversion provision of paragraphs 1a(2) and 1b(2) will apply. The employees affected by the reduction in workhours will receive a compensation payment for a period of 60 calendar months starting with the calendar month following the reduction.
   The compensation payment amounts to—

- For the first 12 months after the change	75 percent
- For the 13th through 24th month following the change	50 percent
- Starting with the 25th through the 60th month following the change	25 percent

   of the difference between the compensation they would be entitled to for regular workhours of 256 hours per month and the compensation to which they are entitled under the conversion provision of paragraphs 1a(2) and 1b(2) for regular workhours of 208 hours per month.
   A reduction of workhours to 208 hours per month is considered to be only for other reasons if the provision of appendix P, paragraph I.3b, on extending the regular workhours to 256 hours per month due to a change to the provisions of the *ArbZG* cannot be upheld or if the employer must change his shift system because employees invoke their right of revocation in accordance with section 7, paragraph 7, sentence 2, of the *ArbZG*, and the previous shift system cannot be maintained without additional personnel.

2. In case that the provision of appendix P, paragraph I.3b, can no longer be applied due to a change in the *ArbZG* provisions on which this rule is based, the parties to the Tariff Agreement will, without delay, initiate tariff negotiations on a change of the provision on workhours for the firefighting and plant security personnel, as well as on the monthly flat rate wages that must be paid for these workhours.

2. Wage/Salary Schedules P

a) For **firefighting personnel** (para P-III.1a).

Monthly flat rates
for established regular workhours
of 256 hours/month (para P-I.3b)

Effective September 1, 2015 — Amounts in Euro

Wage/ Salary Group	Step 1 during 1st	Step 2 during 2d	Step 3 effective 3d	End step effective 7th
	year of employment – (para. P-III.1a(3))			
P 1	2,532.16	2,656.05	2,770.63	2,895.88
P 2	2,566.81	2,706.01	2,831.92	2,962.50
P 3	2,898.54	2,955.16	3,024.42	3,167.00
P 4	2,977.15	3,043.09	3,112.36	3,257.60
P 5	3,094.38	3,209.62	3,323.53	3,480.75
P 6	3,209.62	3,334.21	3,467.42	3,635.27
P 7	3,480.07	3,593.36	3,712.55	3,881.10

b) For **plant security personnel** (para P-III.1b).

Monthly flat rates
for established regular workhours
of 256 hours/month (para P-I.3b)

Effective September 1, 2015 — Amounts in Euro

Step 1 during 1st	Step 2 during 2d	Step 3 effective 3d	End step effective 7th
year of employment – Para. P-III.1b(3)			
2,532.16	2,656.05	2,770.63	2,895.88

c) For **guard personnel** (paragraph P-III.1-b).

Monthly flat rates
for established regular workhours
of 208 hours/month (para P-I.3a)

Effective September 1, 2015 — Amounts in Euro

Wage group P (W) 1	2,382.09
Wage group P (W) 2	2,498.99
Wage group P (W) 3	2,610.45

Wage and Salary Table P was last modified by Tariff Agreement Amendment No. 45 re TV AL II, effective September 1, 2015.

PART IV
FINAL PROVISIONS

Re Article 67, Termination.

Paragraph 1 is supplemented as follows:

The Special Provisions P may be terminated subject to the following time limits to the end of a calendar month:

(1)	Part I	General Provisions	6 months
(2)	Part II	Provisions on Classification and Grading	6 months
(3)	Part III	Salary Tariff P – for the first time to	4 weeks August 31, 2016

Part IV was last modified by Tariff Agreement Amendment No. 45 re TV AL II, effective September 1, 2015.

TRANSITIONAL PROVISIONS

*(*In accordance with Article 2, paragraphs 2 and 3, of Tariff Agreement Amendment No. 23 re *TV AL II*, dated January 27, 2006.*)*

2. Revision of Wage and Salary Group Classification P for Firefighting Personnel.

Firefighters who used to be classified under the criteria of the Wage and Salary Group Classification P in effect until March 31, 2006, and for whom the Special Provisions P will continue to apply, will not be allocated to a lower group than hitherto as a result of the revision of the duty criteria of Wage and Salary Group Classification P, effective April 1, 2006.

3. Transition of Salaried Employees in the Fire Service.

For the salaried employees in the fire service whose regular workhours are established in accordance with the provision of Article 9, paragraph 1; the Special Provisions P – with the exception of the provisions of paragraph P-I.2 and paragraph P-II.6 – will not be applicable effective April 1, 2006 (see app P, para I.1b). Effective April 1, 2006, these salaried employees will be transitioned from Wage and Salary Tariff P to Salary Tariff C of the *TV AL II* in accordance with the following agreements.

1. Effective April 1, 2006, the classification of these salaried employees is governed by the provision of appendix P, paragraph II.6. The salaried employees will be ranked to that step of Salary Schedule C that is determined by applying Article 55, paragraph 6a, *TV AL II*. In doing so, Article 55, paragraph 6c, will not be applicable. If the thus determined salary per schedule of Salary Schedule C falls below the monthly flat rate of Wage and Salary Schedules P paid until March 31, 2006, the difference will be paid as an incumbency allowance.

2. Future increases in earnings due to a permanent change of duties (for example, promotion, change of tariff) will be offset against the incumbency allowance. Increases in earnings due to a general rise in salaries per schedule will be offset against the incumbency allowance with 50 percent of each amount of increase. Sentence 2 will not be applicable to employees who have completed 55 years of age.

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APPENDIX R

PROVISIONS
REGARDING DUTY TRAVEL OUTSIDE THE PERMANENT DUTY STATION
(Re Article 35)

(Appendix R was last revised by Change No. 11 – R – TV AL II, effective October 1, 2000.)

I. General Provisions.

1. The term "duty travel."

a) An employee is considered to be on duty travel if, on direction, he or she temporarily performs work outside his or her permanent duty station (municipality) at a distance of at least 15 km (shortest usable street route) from his or her employing unit in order to—

— Perform official duty.

— Participate in training activities that are in the interest of duty or business.

The employing unit is the place of duty where the employee regularly is to report to work (shop, office, etc.).

b) Large installations of the Stationing Forces that extend across several municipalities – with the exception of training areas – are considered to be one duty station.
Large installations are, for example—

— Airfields with the associated technical facilities, administrative facilities, living quarters, and residential areas.

— Barracks.

— Depots.

c) The point of departure for computing the distance from the employing unit is the place where the employees of an employing unit regularly work or from where they regularly perform official duty. With regard to building complexes, the employing agency will determine one uniform point of departure for computing distances. Building complexes are groups of buildings located in one area (for example, barracks; activities with shops and office buildings).

2. Duration of duty travel.

a) Duty travel begins with departing from the directed point of departure. A point outside the permanent employing unit (for example, the employee's home) may be directed as the point of departure for the outset of duty travel.
The employee's home within the meaning of this provision is the home from where he or she reports to his regular official duty. Duty travel will end with the return to the point directed by the employing agency (employing unit, home, or directed point of departure).

b) On completion of official business outside the permanent duty station, the employee is required to continue his or her travel or return on the same day unless official business or travel time plus official business lasted for more than 10 hours and the employee is unable to reach his or her destination by 2200.

c) The employee must inform the employing unit without delay about every interruption of duty travel or outside business.
The employee's leaving his or her temporary duty station (municipality) in his or her spare time does not constitute an interruption of duty travel.
Hospitalization during duty travel constitutes an interruption of duty travel. Without consideration as to who will be charged for hospitalization, the employee will not receive a night allowance but a reduced day allowance amounting to 50 percent of the full allowance established in paragraph III.1a.

d) Travel day is the calendar day.

3. Earnings during duty travel.

a) For the period between beginning and end of duty travel, the employee will continue to receive his or her earnings for the regular workhours established for his or her employing unit. Overtime work, night work, Sunday work, and holiday work within the meaning of the tariff provisions (Arts 10 through 13) while on duty travel will be compensated in accordance with the pertinent tariff provisions.

b) (1) Travel time does not constitute working time. It will therefore not be considered when determining overtime work, night work, Sunday work, or holiday work.

(2) On Sundays and holidays, travel may be directed only as is absolutely necessary.

(3) Employees who are directed to perform duty travel on a Saturday, Sunday, or legal holiday on which, according to a duty schedule or general practice within the division, they do not have to work will receive a flat rate compensation amounting to four times the hourly basic compensation (Art. 16, para 3) for the time of travel on this day.

c) In deviation from subparagraph b), drivers will receive compensation for hours of overtime work, night work, Sunday work, and holiday work that coincide with travel time (driving time) if their work assignments require them to perform work or be on stand-by during such time. The same will apply to other employees who, as part of their work assignment, are directed by their employing agency to drive a vehicle while on duty travel.

Note for the Record re Paragraph 3c.
For employees who travel with their POVs or Government vehicles, driving time will constitute working time within the meaning of subparagraph c) if, in accordance with their work assignment, they transport passengers, goods, or items in the interest of the employing agency and with the agency's explicit authorization.

4. Reimbursement of travel expenses.

a) According to the following provisions, the employee will receive for the additional expenses incurred in connection with duty travel—

— Reimbursement of transportation costs.

— Travel allowance (day allowance, night allowance).

— Reimbursement of proven incidental costs

b) Unless use of a specific route or mode of transportation is directed, the employee – also in consideration of the travel allowance – will use the most economic route or mode of transportation.

c) Expenses for meals and accommodation during duty travel will be met from the travel allowance.
No travel allowance will be paid for periods the employee spends at his or her place of residence, or at a distance of less than 15 km (shortest usable street route) from an employee's home.

d) Reimbursement of incidental costs will be limited to inevitable expenses required for official duty outside the permanent duty station or duty travel.

e) Immediately on return from duty travel, the employee will have to assert his or her claim for reimbursement of travel expenses, by submitting all required documents. Entitlement to reimbursement will be forfeited on expiration of the preclusive time limit in accordance with Article 49.
On request, the employee may receive an appropriate advance payment before travel.

II. Reimbursement of Transportation Costs.

1. Unless free transportation is provided, the employee will be reimbursed for all necessary transportation costs for which receipts can be provided. Fare reductions are to be taken advantage of.

2. a) If the employee is authorized to use his or her private vehicle for duty travel in the interest of the employing agency, he or she will receive a kilometer allowance amounting to—
- €0.30/km when using a POV.
- €0.13/km when using a motorcycle.

b) If the employee took along other passengers in his or her POV who would have been entitled to receive reimbursement for transportation costs from the Stationing Forces of the same Sending State, the allowance established in subparagraph a) will increase by €0.02/km for every additional passenger.

Paragraph 2 was last modified by Tariff Agreement Amendment No. 9 re TV AL II, effective April 1, 2003.

III. Travel Allowance for Duty Travel of Several Days.

1. Day allowance/partial day allowance.

a) The day allowance/partial day allowance in case of absence for at least—
- 8 hours amounts to €12.
- 12 hours amounts to €24.

b) If an employee who is on duty travel that extends over 2 calendar days but does not last longer than a total of 24 hours is not entitled to receive a night allowance, the day allowance for the entire duty travel will be computed as if duty travel was conducted on 1 calendar day, provided that the result is more advantageous for the employee. Computation will be based on the rates in subparagraph a).

c) If the Stationing Forces provide free meals during duty travel and if the employee makes use of these meals*), the day allowance or partial day allowance for the meals consumed will be reduced for—
- Breakfast by 15 percent,
- Lunch by 30 percent,
- Dinner by 30 percent,

of the full day allowance rate as established in subparagraph a).
Computation will be on a daily basis.

***) Note for the Record re Paragraph 1c.**
It has been agreed that the employee must determine before duty travel whether or not he or she will consume free meals if provided by the Stationing Forces during duty travel. The employee may reject the offer of free meals only if he or she can present convincing reasons.

Paragraph 1 was last modified by Tariff Agreement Amendment No. 9 re TV AL II, effective April 1, 2003.

2. Night allowance.

a) For each required overnight stay during duty travel, the employee will receive a night allowance amounting to €17.

Employees whose proven accommodation expenses exceed the night allowance will be reimbursed for the total accommodation expenses if these costs are necessary and their amount is inevitable.*)

*) **Note for the Record re Paragraph 2a.**
If accommodation expenses include costs for meals (overnight accommodation plus breakfast, half or full board) this amount (inclusive price) will be reduced in advance for the included costs for meals by the percentage rates of the day allowance established in paragraph 1c. The result will be the proven accommodation expenses in accordance with paragraph 2a.

b) (1) On direction of the Stationing Forces, free accommodation may be provided during duty travel. In such case, the night allowance in accordance with subparagraph a) will not be paid.

(2) If the facilities provided for free accommodation are substandard (for example, shanties, tents, rooms occupied by 2 or more people), the employee will receive the night allowance in accordance with subparagraph a).

(3) Between May 1 and September 30, long-distance drivers who have appropriate sleeping accommodations in a sleeping cabin will be paid a reduced night allowance amounting to 50 percent of the night allowance established in subparagraph a). The word "appropriate" refers to the outfitting of sleeping cabins customary in the German trucking business. Between October 1 and April 30, the driver will not be obligated to use the sleeping cabin outside workhours. During this period, the driver is entitled to the night allowance established in subparagraph a).

Paragraph 2b(3) was last modified by Tariff Agreement Amendment No. 18 re TV AL II, effective April 1, 2005.

IV. Day Allowance for 1-Day Duty Travel.

1. For duty travel beginning and ending on the same calendar day the day allowance in case of absence for at least—
   - 8 hours amounts to €8.
   - 12 hours amounts to €14.

   If several duty trips are conducted on the same calendar day, the periods of absence will be added up.

   Paragraph 1 was last modified by Tariff Agreement Amendment No. 9 re TV AL II, effective April 1, 2003.

2. If free meals are provided by the Stationing Forces, paragraph III.1c will be applicable. Reductions in day allowance, however, will be based on the daily rate of €14.

V. Duty Travel Outside Germany.

The highest authorities of the Stationing Forces may establish guidelines regarding details and establish flat rate day allowances. However, the minimum amounts paid will be the rates established in paragraph III.

VI. Duty Trips.

Employees who are directed to conduct official business outside the employing unit or outside their residence that does not constitute duty travel will be reimbursed for transportation expenses in accordance with paragraph II and as for incidental costs in accordance with paragraph I.4d.

VII. Employment Outside the Place of Residence.

According to the directives of the highest authorities of the Stationing Forces, the employee may receive compensation for the cost of daily commuting trips to and from the place of duty.

VIII. Change of Permanent Duty Station.

If an employee, on direction of the employing agency, is reassigned to another permanent position with the Stationing Forces of the same Sending State at a different permanent duty station, he or she will be reimbursed the expenses for traveling to the new duty station until his or her arrival at the new employing unit.

TRANSITIONAL PROVISIONS

(In accordance with Art. 2 of Change No. 11 re appendix R TV AL II, dated September 30, 2000.)

Employees who, to a considerable degree, were entitled to day allowances amounting to DM10 each for 1-day duty travel with absences of more than 6 up to 8 hours in accordance with the provisions of appendix R, paragraph V, *TV AL II*, that were in effect until September 30, 2000, will receive compensation for the elimination of this step of the partial day allowance associated with the revision of appendix R under the following provisions.

1. It will be determined which employees, between July 1, 1999, and June 30, 2000 (reference period), received partial day allowances of more than DM30 on average during a calendar month in accordance with above provisions.
   If the average amount exceeds DM30, these employees will be entitled to receive a monthly compensatory payment amounting to the monthly average amount.

2. The compensatory payment is not a component of the basic compensation under Article 16, paragraph 1a, *TV AL II*. Neither will it be considered for computing other tariff benefits.

3. The compensatory payment will be offset against future pay raises. Offsets against earnings resulting from general wage or salary raises may, for the first time, be affected after March 31, 2001; up to only 20 percent of the original compensatory payment may be offset at a time.

APPENDIX S

PROVISIONS ON SEVERITY ALLOWANCES

(Re Article 21, paragraph 4a.)

Article 21, paragraph 4a, is supplemented as follows:

I. Basic Rules.

1. **Severity allowances** will be paid for each hour of work during which work is performed under the severe working conditions listed in paragraphs II through X below.

2. Unless otherwise explicitly agreed on, the allowances established in paragraphs II through X are based on the hourly basic compensation (Art. 16, paras 1a and 3).

   The provisions of Article 16, paragraph 5, will remain unaffected.

3. All workhours – including parts of hours – for which severity allowances will have to be paid will be added up for a calendar month. The result will be rounded up to full hours.

4. a) If several of the severe working conditions listed in paragraphs II through IX coincide, the established allowances will generally be paid together.

   b) However, this will not apply if—

      (1) Application of paragraph II is explicitly excluded.

      (2) The severe working conditions listed in paragraph II.1 coincide.

      (3) Severe working conditions listed in paragraphs II.2 and 3 coincide. In such case, only one of the established allowances will be paid.

      (4) Severe working conditions listed in paragraphs II.4, 5, 6, or 7 coincide. In such cases, only the highest allowance will be paid respectively.

      (5) Severe working conditions in the context of the employee's relevant duties listed in paragraphs II.4, 5, 6, or 7 are identical to the severe working conditions listed in paragraph II.1. In such cases, the allowance will be paid only in accordance with paragraphs II.4, 5, 6, or 7.

      (6) Severe working conditions in the context of the employee's relevant duties listed in paragraphs III, IV, V, or X are identical to severe working conditions listed in paragraphs II.1 or 2. In such cases, only paragraphs III, IV, V, and X will apply.

   c) For Civilian Support employees, the provisions of paragraph XI. will apply in conjunction with the provisions under a) and b) above.

   d) For employees of the U.S. Army Maintenance Plant Ober-Ramstadt, the provisions of paragraph X will apply.

Paragraph I was last modified by Change No. 6 – S – TV AL II, effective October 1, 1979.

II. Allowances for Severe Working Conditions of a General Nature.

1.	Duties that are particularly exposed to the effects of dirt, mud, heat, cold, water, smoke, fumes, gases, acids, corrosives, toxic substances, vibration, or similar phenomena, or to climatic influences.	10 percent
2.	Work requiring unusual exertion of physical strength.	10 percent
3.	Welding, flame-cutting, and chiseling work performed overhead.	10 percent
4.	Repulsive work.	10 percent
5.	Cleaning and repair work on drains in operating rooms/theaters, laboratories, and hospitals.	15 percent
6.	Repair work performed at sanitary equipment in use or at industrial sewage plants for acids and lyes.	20 percent
7.	Repair and cleaning work during which the employee has direct contact with excrements, for example, work in excrement pits, clearing blocked toilets or toilet pipes.	50 percent
8.	Work in unsecured altitudes or on scaffoldings without solid rails at heights starting at—	
	12 m	10 percent
	25 m	15 percent
	50 m	20 percent
	75 m	30 percent
9.	Work on masts	8 percent
10.	Trimming trees on ladders at heights starting at 8m.	15 percent

Paragraph II was last modified by Change No. 4 – S – TV AL II, effective January 1, 1973.

III. Allowances for Printing Workers Under the Scope of Application of Appendix G.

1.	Skimming.	100 percent
2.	Manual bronzing and dusting.	40 percent
3.	Automatic bronzing and dusting unless the workarea is dustless as a result of decasing or other technical mechanisms.	15 percent
4.	Manual powdering.	30 percent
5.	Automatic powdering unless the workarea is dustless as a result of decasing or other technical mechanisms.	15 percent

6.	Cleaning bronzing machines and mixing of bronze in open containers.	60 percent
7.	Cleaning bronzing machines after powdering.	50 percent
8.	Cleaning bronzing and powdering rooms.	50 percent
9.	Graphiting in rooms without suction devices.	15 percent
10.	Automatic varnishing with synthetic resin varnish without decasing or suction cleaning.	10 percent

Severity allowances already paid for these duties will be offset.

Paragraph III was last modified by Change No. 8 – S – TV AL II, effective January 1, 1985.

IV. Allowances for Ammunition Handlers.

1.	Receiving, shipping, and storing ammunition and gunpowder.	DM0.40 (€0.20)
2.	Control work in connection with ammunition maintenance.	DM0.60 (€0.31)
3.	Direct work with live ammunition, for example, deactivating, deconstructing, transporting insecure ammunition, or destroying live ammunition.	DM1.00 (€0.51)
4.	Supervising workers performing duties under 1 or 2.	DM0.60 (€0.31)
5.	Only demolitions experts: supervising workers performing duties under 3.	DM1.00 (€0.51)

V. Allowances for Wage Earners at the U.S. Army Ammunition Depot Miesau.

For these employees, the provisions of paragraphs I1, numbers 2 and 3, and paragraph IV are not applicable!

1. If work is regularly associated with hazardous working conditions within the meaning of Article 21, paragraph 4b, the employee will receive a monthly flat rate allowance if permanently functioning as—

a)*	Site worker.	DM30 (€15.34)
b)	Driver.	
(1)	Semitrailer driver.	DM55 (€28.12)
(2)	Truck driver.	DM45 (€23.01)
c)*	Ammunition storage personnel. – including forklift operators –	DM70 (€35.79)

* *Including leaders, foremen, and salaried employees with corresponding duties.*

d)*	Ammunition maintenance personnel, ammunition inspection personnel.	DM95 (€48.57)
e)*	Testing personnel, personnel at blasting sites, personnel for burning of ammunition.	DM110 (€56.24)
f)	Ammunition inspectors.	DM82 (€41.93)
g)	Salaried employees for stock taking. Salaried employees for storage site control. Salaried employees for freight processing.	DM25 (€12.78)
h)	Salary group C4 through C6A employees who are superior to employees in c), d), or e).	DM50 (€25.56)

2. If employees whose place of work is located in the ammunition depot and who do not belong to any of the positions a) through h) of paragraph 1, above, occasionally have to perform duties like the employees in one of these positions and work under the same hazardous working conditions as these employees, they will receive 1/30 of the monthly flat rate allowance of the corresponding position for the day on which such duties are performed, regardless of the number of hours.

Paragraph V was last modified by Change No. 4 – S – TV AL II, effective January 1, 1973.

VI. Allowances for Employees in Laundries and Drycleaning Plants:

for duties that are repulsive beyond the degree typical for the profession — 10 percent

The provisions of paragraph II will not be applicable.

VII. Allowances for Boilermen and Attendants in Heating Plants:

1. For cleaning and maintenance work inside boilers. — 15 percent

2. For the same work as under para 1. at temperatures of at least 40° Centigrade inside the boiler. — 20 percent

The provisions of paragraph II will not be applicable.

VIII. Allowances for Employees at the Meat Processing Plant Grünstadt and the Ice Cream Production Plant Grünstadt:

For sustained work at temperatures—

1. Of minus 20° Centigrade and below — DM0.44 (€0.22)

2. Below minus 30° Centigrade — DM0.66 (€0.34)

No allowance will be paid for occasionally entering the cold storage room. The provisions of paragraph II will not be applicable.

Paragraph VIII was last modified by Change No. 7 – S – TV AL II, effective April 1, 1980.

IX. Allowances for Machine and Deck Personnel on Floating Cranes in Bremerhaven:

For every day during which the following duties are performed: DM4 (€2.05)

Cleaning double bottoms.

Lubricating and cleaning spindles, transmission, cable rolls, cables, deck superstructures, and the hoisting block.

The provisions of paragraph II will not be applicable.

X. **–** Not used **–**

Paragraph X was rescinded by Change No. 8 – S – TV AL II, effective May 1, 1980.

XI. Employees of Civilian Support Groups.

1. The provisions of paragraph II.2 will not be applicable.

2. Appendix S will not be applicable to guards, police personnel, and firefighting personnel – within the context of their pertinent duties.

Paragraph XI was incorporated by Change No. 1 – S – TV AL II, effective February 1, 1968.

APPENDIX T

SPECIAL PROVISIONS T
FOR EMPLOYEES IN THE RETAIL INDUSTRY

PART I
GENERAL PROVISIONS

*(Appendix T was last revised by
Change No. 2 – T – TV AL II, effective January 1, 1969.)*

1. Re Article 1, Scope of Application.

Paragraph 1 is supplemented as follows:

a) The Special Provisions T apply to all employees in activities or activity divisions comprising retail work.

Retail work covers all duties typical of the retail industry. In particular, retail work includes—

Selling, including store worker's duties/Sales duties, including store worker's duties.

Promotion and decoration duties.

Operating cash registers.

Stockkeeping, if the stock is associated with a store.

Account-keeping and voucher management directly associated with above duties.

b) The Special Provisions T do not apply to office personnel and organizational personnel without retail activities or to wage earners in the facilities listed in paragraph 1a, sentence 1.
If such employees, however, by virtue of their employment contracts, are involved in opening up stores, dealing with customers, or closing stores, the provisions of appendix T, paragraph I.2 and paragraph 3a will be applicable.

Paragraph 1b was last modified by Change No. 15 – T – TV AL II, effective April 1, 1980.

2. Re Article 9, Regular Hours of Work.

Paragraph 1 is supplemented as follows:

Vital preparatory and closing activities, cleaning, customer processing, and clearing of cash registers must be performed beyond the established regular workhours. However, the time used for such duties may not exceed 15 minutes per workday.
The additional workhours performed on direction of management during a calendar month as a result of this arrangement will be added up at the end of the month. As a result, fractions of hours
Up to 29 minutes will be rounded up to ½ hour.
Beyond 30 minutes up to 59 minutes will be rounded up to a full hour.
The total time will be compensated with the basic compensation (Art. 16, paras 1a and 3).

Note for the Record.
In applying the above provisions, the basic compensation for the employees listed in appendix T, paragraph I.1b, will be computed in accordance with Article 16, paragraphs 1a and 3, and, if applicable, in accordance with the special provisions established in the appendixes of the *TV AL II*.

Paragraph 2 was last modified by Change No. 13 – T – TV AL II, effective April 1, 1980.

3. Re Article 10, Overtime Work.

a) **Paragraph 1** is supplemented as follows:

Additionally performed workhours during a workweek will not be considered to be overtime work within the meaning of Article 10, paragraph 1, if the work-time arrangement of appendix T, paragraph I.2, is applied.

b) **Paragraph 3** does not apply. Instead, the following is agreed on:

(1) Overtime hours will be compensated by the hourly basic compensation (Art. 16, paras 1a and 3); overtime hours performed in excess of 40 workhours per week will be compensated by the hourly basic compensation (Art. 16, paras 1a and 3) and an overtime supplement (app T, para I.9a(1)(a)).

(2) Subparagraph (1) does not apply to **general managers** (see app T, para I.9d).

c) **Paragraph 4** does not apply to **general managers**.

For these salaried employees, overtime work performed in excess of 10 hours per month may be balanced by granting an appropriate amount of paid time off within the next 3 calendar months.

Paragraph 3 was last modified by Tariff Agreement Amendment No. 23 re TV AL II, effective April 1, 2006.

4. Re Article 11, Night Work.

a) **Paragraph 1** does not apply. Instead, the following is agreed on:

Night work is work performed between 2000 and 0600.

b) **Paragraph 2a** does not apply. Instead, the following is agreed on:

(1) The supplement for night work is established in appendix T, paragraph I.9a(1)(b).

(2) Subparagraph (1) does not apply to **general managers** (see app T, para I.9d).

c) **Paragraph 2b** does not apply to **general managers**.

Paragraph 4 was last modified by Change No. 13 – T – TV AL II, effective July 1, 1980.

5. Re Article 12, Sunday Work.

a) **Paragraph 3a** does not apply. Instead, the following is agreed on:

(1) The supplement for Sunday work is established in appendix T, paragraph I9a(1)(c).

(2) Subparagraph (1) does not apply to **general managers** (see app T, para I9d).

b) **Paragraph 3b** does not apply to **general managers**.

c) **Paragraph 4b** does not apply.

Paragraph 5 was last modified by Change No. 13 – T – TV AL II, effective July 1, 1980.

6. Re Article 13, Holiday Work.

a) **Paragraph 3a** does not apply. Instead, the following is agreed on:

(1) The supplement for holiday work is established in appendix T, paragraph I.9a(1)(e)/ I.9a(1)(f).

(2) Subparagraph (1) does not apply to **general managers** (see app T, para I.9d).

b) **Paragraph 3b** does not apply to **general managers** (see app T, para I.9d).

c) **Paragraph 4a** is supplemented as follows:

General managers will be granted paid time off during the same or next calendar month.

d) **Paragraph 4c** does not apply to **general managers** (see app T, para I.9d).

Paragraph 6 was last modified by Change No. 13 – T – TV AL II, effective July 1, 1980.

7. – Not used –

Paragraph 7 was rescinded by Change No. 13 – T – TV AL II, effective July 1, 1980.

8. – Not used –

Paragraph 8 was rescinded by Tariff Agreement Amendment No. 9 re TV AL II, effective April 1, 2003.

9. Re Article 20, Time Supplements.

a) **Paragraph 1** does not apply. Instead, the following is agreed on:

(1) Time supplements amount to—

(a)	For overtime work if subject to payment of a supplement in accordance with appendix T, paragraph I.3b(1)	
	(1) Up to 18 hours in a calendar month.	25 percent
	(2) Starting with the 19th hour in a calendar month.	40 percent
(b)	For night work.	50 percent
(c)	For Sunday work.	100 percent
(d)	– Not used –	
(e)	For holiday work for which paid time off is granted in accordance with Article 13, paragraph 4a.	75 percent
(f)	For other holiday work.	150 percent

of the hourly basic compensation (Art. 16, para 1a, 3).

(2) Subparagraph (1) does not apply to **general managers** (see app T, para I.9d).

b) – Not used –

c) **Paragraph 4** does not apply to **general managers**.

d) For **general managers,** the compensation for overtime work, night work, Sunday work, and holiday work is included in the monthly compensation (app T, para III.4).

Paragraph 9 was last modified by change No. 17 – T – TV AL II, effective January 1, 1986.
Paragraph 9d) was last modified by Tariff Agreement Amendment No. 40 re TV AL II, effective January 1, 2012.

10. Re Article 21, Other Allowances.

Paragraph 3 (Shift Allowance, Rotating Shift Allowance) does not apply to **general managers**.

Paragraph 10 was last revised by Change No. 9 – T – TV AL II, effective April 1, 1976.

11. Re Article 37, Work Clothing.

Paragraph 2 is supplemented as follows:

If **general managers** are required to wear special work clothing, the employing unit will provide such clothing.

12. – Not used –

Paragraph 12 was last modified by Change No. 23 – T – TV AL II, effective January 1, 1997.

13. Other Provisions.

For each day of work, **casual help employees** will receive 1/25 of the monthly salary which would result for the employee from these special provisions in case of permanent employment. In case of employment on an hourly basis, daily workhours of up to 4 hours will be paid as half a day, and between 4 and 8 hours will be paid as a full workday.

Paragraph 13 was last modified by Change No. 16 – T – TV AL II, effective April 1, 1984.

PART II
PROVISIONS ON CLASSIFICATION AND GRADING

(Appendix T, Part II, was last revised by Change No. 2 – T – TV AL II, effective January 1, 1969.)

1. Re Article 52, Reclassification.

Paragraph 1 is supplemented as follows:

Individual employment contracts for **general managers** may deviate from these provisions.

2. Re Article 55, Salary Steps (Length of Service Allowance).

Article 55 does not apply. Instead, the following is agreed on:

a) For salaried employees classified in accordance with the provisions established in appendix T, paragraph II.5, the steps/in-step waiting periods (app T, para III.1 and III.2) established for salary schedule T are applicable.

b) With regard to "years of experience within the respective salary group," all times of employment will be considered during which the performed duties were—

(1) at least equivalent to the job criteria relevant for the salaried employee's classification in accordance with appendix T, paragraph II.5, or

(2) beneficial for the salaried employee's current duties in consideration of value, educational requirements, and responsibility.*)

Such times will also be considered if spent in employment outside the scope of application of this Tariff Agreement. *)

***) Note for the Record.**
This will also include times of vocational training with the exception of the first year of vocational training.

c) (1) In case of a promotion – with the exception of the case under paragraph 2d(2) – the salaried employee will be allocated into that step of his or her new salary group whose rate exceeds the previously held step rate at least by the difference to the next step of the previous salary group – however, at least to step 2.

(2) In case of a promotion from the highest step of a salary group, the difference to the penultimate step of the previous salary group will serve as the basis.

d) (1) In case the salaried employee is downgraded, he or she will be allocated into that step in the new salary group whose rate equals or least decreases his or her previously held step rate.

(2) If, within the next 12 months, the downgraded salaried employee will be promoted without interruption in employment, he or she will – in deviation from paragraph 2c – be allocated into that step in his or her new salary group that he or she had reached before the downgrade.

e) (1) In case of a change of tariff from a different salary tariff or from a wage tariff to salary tariff T, the salaried employee will be allocated into that step of his or her new salary group whose rate equals or least increases his or her previously held step rate/rate per schedule.

(2) If the new salary group of salary tariff T does not have a step rate which at least equals the salaried employee's previous step rate/rate per schedule, the employee will be allocated into the highest step of his or her new salary group.

(3) When paragraphs 2e(1) and 2e(2) are applied, comparison of step rates/rates per schedule will be on the basis of the workhours established in Article 9, paragraph 1. For the purpose of such comparison, hourly wage rates and monthly compensation applicable to deviating workhours will have to be computed to monthly pay rates for the workhours established in Article 9, paragraph 1.

f) If, in the event of a downgrade (para 2d) or a change of tariff (para 2e), consideration of the creditable years of experience in the respective salary group in accordance with paragraph 2b results in a more favorable outcome for the salaried employee, allocation into the steps of his or her new salary group will be in accordance with the provisions of paragraph III.2 in conjunction with paragraph II.2b.

Paragraph 2 was last revised by Change No. 15 – T – TV AL II, effective October 1, 1982.

3. Re Article 58, Salary Groups.

Does not apply. Instead, the following provisions of appendix T will be applied:

Paragraph II.5a, Salary Group Classification T.
Paragraph II.5b, Duties of the General Manager.

Paragraph 3 was last revised by Change No. 9 – T – TV AL II, effective April 1, 1976.

4. Re Article 59, Additional Salary Groups 4A through 7A.

Does not apply.

5. a) Salary Group Classification T for Salaried Employees in Activities With Retail Work.

Salary Group T 1.

Salaried employees who, under direct supervision, perform the simplest subordinate duties that do not require training or experience in retail or similar duties.

***NOTE**: In accordance with appendix T, paragraph III.1, compensation for these salaried employees is governed by the rates per schedule of salary group T 2.*

Salary Group T 2.

Salaried employees who, under direct or general supervision, perform duties characterized by a low degree of difficulty and little responsibility.

This group requires—

Some experience or training, or limited knowledge in a specific field of work.

Salary Group T 3.

Salaried employees who, under general supervision, perform duties characterized by a certain degree of difficulty and limited responsibility.

This group requires—

Pertinent completed vocational training or 3 years of pertinent work experience, as well as knowledge in a specific field of work.

Salary Group T 4.

Salaried employees who, under general supervision, perform duties characterized by a medium degree of difficulty and responsibility. Salaried employees of this group are expected to make decisions and demonstrate a certain degree of independence.

This group requires—

Vocational training or corresponding experience, as well as sound knowledge of the respective field of work.

Salary Group T 5.

Salaried employees who, under general supervision, perform difficult and responsible duties, normally involving supervision.

In accordance with the duties, salaried employees in this group work independently and take decisions by applying their individual judgment and initiative.

This group requires—

Specialized training or skills for supervisory work, as well as sound knowledge of the respective field of work.

Salary Group T 6.

Salaried employees who, under general supervision, perform difficult and responsible supervisory duties in positions of particular importance.

Salaried employees in this group work more independently and take decisions by applying sound individual judgment and initiative.

This group requires—

Comprehensive specialized experience or ample skills for supervisory duties in accordance with the duties, as well as thorough knowledge of the respective job or field of work.

Paragraph 5a was last modified by Change No. 15 – T – TV AL II, effective October 1, 1982.

b) General Managers (including deputies).

General managers and deputy general managers are salaried employees whose permanent duty is to responsibly manage one of the activities listed in paragraph I.1a.

Responsibilities of these salaried employees include—
All personnel issues, including appointment and separation of employees.
Cost planning, sales planning.
Stockkeeping.
Selling and customer service.
Cash register control.
Accounting, including preparation of balance.
Displaying goods, decoration of sales rooms.
Maintenance of buildings and inventory.

PART III
SALARY TARIFF T

(Appendix T, Part III, was last revised by Change No. 6 – T – TV AL II, effective January 1, 1973.)

Re Article 63, Salary Schedule.

Salary Schedule C does not apply. Instead, the following is agreed on:

1. **Salary Schedule T**
for
Employees in the Retail Business
(app T, para II.5)

Monthly pay rates
for regular weekly workhours of 38.5 hours

Effective September 1, 2015 — Amounts in Euro

Salary Group	Salary Steps 1	2	3	4	5	6	7
T 1	–	–	–	–	–	–	–
T 2	1,554.24	1,619.54	1,701.49	1,774.74	1,873.34	1,955.28	2,046.55
T 3	1,750.10	1,824.05	1,913.30	2,013.89	2,111.15	2,201.10	2,300.34
T 4	1,832.04	1,931.98	2,028.57	2,126.48	2,233.73	2,438.24	2,544.79
T 5	2,192.44	2,307.67	2,413.58	2,528.82	2,757.99	2,880.54	3,019.09
T 6	2,553.45	2,700.03	2,847.90	2,985.80	3,273.57	3,421.46	3,584.68

NOTE: Compensation for salaried employees of salary group T 1 is governed by the rates per schedule of salary group T 2.

Salary Schedule T was last modified by Tariff Agreement Amendment No. 45 re TV AL II, effective September 1, 2015.

2. **Allocation into the steps** of Salary Schedule T.

a) Salaried employees in salary groups T 1/T 2 as well as T 3:

During the first year of performing duties of the respective salary group	step 1
Effective the 2d year of performing duties of the respective salary group	step 2
Effective the 3d year of performing duties of the respective salary group	step 3
Effective the 4th year of performing duties of the respective salary group	step 4
Effective the 5th year of performing duties of the respective salary group	step 5
Effective the 6th year of performing duties of the respective salary group	step 6
Effective the 7th year of performing duties of the respective salary group	step 7

b) Salaried employees in salary groups T 4, T 5, and T 6:

For the length of the probationary period (Art. 5)	step 1
Thereafter	
During the first year of performing duties of the respective salary group	step 2
Effective the 2d year of performing duties of the respective salary group	step 3
Effective the 3d year of performing duties of the respective salary group	step 4
Effective the 4th year of performing duties of the respective salary group	step 5
Effective the 5th year of performing duties of the respective salary group	step 6
Effective the 6th year of performing duties of the respective salary group	step 7

NOTE: Reference to appendix T, paragraph II.2.

Paragraph 2 was last modified by Change No. 15 – T – TV AL II, effective October 1, 1982.

3. – Not used –

Paragraph 3 was last modified by Change No. 14 – T – TV AL II, effective August 1, 1981.

4. The **general manager** (app T, para II.5b) is entitled to a monthly compensation
amounting to at least 145 percent
(the deputy: at least 130 percent)
of the rate of step 4 of the employee with the highest salary group in accordance with appendix T, paragraph II5a, supervised by him or her.
If the supervised employee with the highest salary group or the highest pay does not fall under the scope of application of the *TV AL II*, the rate of step 4 of the salary group T will be considered for comparison that an employee under the scope of application of the *TV AL II* in the same position or with the same duties would receive.

Paragraph 4 was last modified by Change No. 14 – T – TV AL II, effective August 1, 1981.

PART IV
FINAL PROVISIONS

(Appendix T, Part IV, was last revised by Tariff Agreement Amendment No. 1 re TV AL II, effective January 1, 2001.)

Re Article 67, Termination.

Paragraph 1 is supplemented as follows:

The Special Provisions T may be terminated subject to the following time limits to the end of a calendar month:

(1)	Part I	General Provisions	6 months
(2)	Part II	Provisions on Classification and Grading	6 months
(3)	Part III	Salary Tariff T	4 weeks
		For the first time to	August 31, 2016

Part IV was last modified by Tariff Agreement Amendment No. 45 re TV AL II, effective September 1, 2015.

APPENDIX V

PROVISIONS ON THE VACATION PAY

(Re Art. 40, para 1.)

A. For Employees With the British, Canadian, and U.S. Stationing Forces.

1. Entitlement.

The vacation pay will be paid every calendar year to employees who, on May 1 (cutoff date) or on separation, have completed the probationary period and are employed with the Stationing Forces of the same Sending State at least on the last day of the calendar month following the completion of the probationary period.

Paragraph 1 was last revised by Tariff Agreement Amendment No. 37 re TV AL II, effective July 15, 2011.

2. Amount.

a) The vacation pay amounts to 2 percent of the creditable earnings for 1 year.

b) Creditable earnings are what an employee earned during uninterrupted employment (Art. 8, paras 2 and 4) with the Stationing Forces of the same Sending State within the 12 calendar months preceding May 1.

c) The components of creditable earnings are—

(1) Basic compensation (Art. 16, para 1a).

(2) Other pay components (Art. 16, para 1c).

(3) Sick pay (Art. 29).

(4) Leave pay (Art. 33, para 9).

(5) Payments for non-productive time.

(6) Payments for paid time off.

Note for the Record re Paragraph 2b.
The earnings will be deemed "earned" if they are computed and paid at the relevant date.
Components of earnings to which the employee had been entitled (for example, as a result of retroactive increases in wages or salaries) but that were not available to him or her by April 30 will be added to the creditable earnings for the vacation pay of the next year.
The earnings used for the employer's pension scheme through income conversion in accordance with Article 39, part B, will be deemed "earned" if they are computed and converted at the relevant date.

Paragraph 2 (note for the record) was last modified by Tariff Agreement Amendment No. 8 re TV AL II, effective January 1, 2002.

3. Payment.

The vacation pay will be paid together with the earnings for the month of May. The vacation pay will be paid at that point of time even if employment is suspended on the payday and no payment of earnings for the month of May is due.

Paragraph 3 was last modified by Change No. 6 – V – TV AL II, effective October 1, 1990.

4. Partial entitlements.

If, within the meaning of paragraph 1, employment ends before May 1 and the prerequisites of paragraph 5 are not met, the vacation pay to be disbursed on separation will amount to 2 percent of the earnings creditable for each full calendar month completed between May 1 of the previous year and the end of employment. In this case, the vacation pay will be paid with the earnings for the last month of employment. Paragraph 3, sentence 2, will apply accordingly.

Paragraph 4 was last revised by Tariff Agreement Amendment No. 37 re TV AL II, effective July 15, 2011.

5. Forfeiture of entitlement.

Employees who are terminated for a conduct-related reason that justifies an extraordinary notice of termination (Art. 45) will lose the entitlement to the vacation pay for the current year.

Paragraph 5 was last revised by Tariff Agreement Amendment No. 37 re TV AL II, effective July 15, 2011.

6. Overpayment.

In case employment ends after the payment of the vacation pay has been effected, any overpayment resulting from the application of paragraph 5 may be offset against remaining entitlements resulting from employment.

[**Translator's Note:** Appendix V, sections B and C, apply only to employees of the Belgian and French Forces. These sections have not been translated.]

APPENDIX W

PROVISIONS ON THE CHRISTMAS PAY

(Re Art. 40, para 2.)

A. For Employees With the Belgian, British, Canadian, and U.S. Stationing Forces.

1. Entitlement.

a) The Christmas pay will be paid every calendar year to employees who, on October 31 (cutoff date) or on separation, have completed the probationary period and are employed with the Stationing Forces of the same Sending State at least on the last day of the calendar month following the completion of the probationary period.

b) Deleted.

c) Employees whose employment is suspended on October 31 are deemed employed on the cutoff date.

Paragraph 1 was last revised by Tariff Agreement Amendment No. 37 re TV AL II, effective July 15, 2011.

2. Amount.

a) The Christmas pay amounts to 6-1/3 percent of the creditable earnings for 1 year.

b) Creditable earnings are what an employee earned during uninterrupted employment (Art. 8, paras 2 and 4) with the Stationing Forces of the same Sending State within the 12 calendar months preceding November 1.

c) The components of creditable earnings are—

(1) Basic compensation (Art. 16, para 1a).

(2) Other pay components (Art. 16, para 1c).

(3) Sick pay (Art. 29).

(4) Leave pay (Art. 33, para 9).

(5) Payment for non-productive time.

(6) Payment for paid time off.

Note for the Record re Paragraph 2b.
The earnings will be deemed "earned" if they are computed and paid at the relevant date.
Components of earnings to which the employee had been entitled (for example, as a result of retroactive increases in wages or salaries) but that have not been made available to him or her by October 31 will be added to the creditable earnings for the Christmas pay of the next year.
The earnings used for the employer's pension scheme through income conversion in accordance with Article 39, part B, will be deemed "earned" if they are computed and converted at the relevant date.

Paragraph 2 (note for the record) was last modified by Tariff Agreement Amendment No. 8 re TV AL II, effective January 1, 2002.

3. Payment.

The Christmas pay will be paid together with the earnings for the month of November. The Christmas pay will also be paid if employment is suspended on the payday and no payment of earnings for the month of November is due. If employment within the meaning of paragraph 1 ends before October 31 and the prerequisites of paragraph 4 are not met, the Christmas pay to be disbursed on separation will amount to 6 1/3 percent of the earnings creditable for each full calendar month completed between November 1 of the previous year and the date the employment ends. In the case of sentence 3, the Christmas pay to be paid will be deducted from the indemnity pay made in accordance with Article 7, paragraph 3, of the *SchutzTV*.

Paragraph 3 was last modified by Tariff Agreement Amendment No. 37 re TV AL II, effective July 15, 2011.

4. Forfeiture of entitlement.

Employees who are terminated for a conduct-related reason that justifies an extraordinary notice of termination (Art. 45) will lose the entitlement to the Christmas pay for the current year.

Paragraph 4 was last revised by Tariff Agreement Amendment No. 37 re TV AL II, effective July 15, 2011.

5. Payment in case of death.

If an employee who fulfilled the requirements of paragraph 1 passes away before payment of the Christmas pay, it will be paid to the survivors entitled to inherit.

APPENDIX Z

SPECIAL PROVISIONS Z
FOR EMPLOYEES OF CIVILIAN SUPPORT GROUPS

PART I
GENERAL PROVISIONS

*(Appendix Z, Part I, was last revised by
Tariff Agreement Amendment No. 23 re TV AL II, effective April 1, 2006.)*

1. Re Article 1, Scope of Application/Applicability.

Paragraph 1 is supplemented as follows:

a) The Special Provisions Z apply to employees of Civilian Support Groups.

b) Other special provisions will be applicable only to the extent that the Special Provisions Z contain explicit references to them.

2. Re Article 4, Employment Contract, Medical Examination.

Paragraph 4 is supplemented as follows:

a) The employees' state of health may be monitored through medical examinations.

b) Applicants for the police and armed guard service must undergo a drug test before appointment (for example, urine sample but no taking of blood).

c) In accordance with the corresponding guidelines of the Forces, employees in police and armed guard service may be selected to undergo a drug test (for example, urine sample but no blood sample) on a regular basis, however, not more than twice a year. The employees to be screened will be randomly selected.

d) If the drug test under c) arouses justified suspicion of drug abuse, the employing agency may direct further medical examinations, which may include a blood sample.

e) The costs for the examinations under a) through d) will be borne by the employing agency.

3. Re Article 9, Regular Workhours.

a) **Paragraph 1** is supplemented as follows:

(1) For **drivers** and **leaders of vehicle convoys.**

(a) The regular workhours – including vehicle maintenance, loading and unloading as well as preparatory and finishing work – may be extended to up to 46.5 hours per workweek provided that an appropriate amount of stand-by duty is included.

(b) The provisions of appendix F, paragraph I.2c, on driving time, breaks, and stand-by duty apply.

(2) For **kitchen personnel (cooks and food service workers)**

the provisions on regular workhours of appendix H, paragraph I.2 apply.

(3) For **guards** (app Z, para II.3b, subparas (1) and (2)).

Establishing regular monthly workhours is permissible. If regular monthly workhours are established, they amount to 200 hours.

The total workhours of 200 hours per month may not include more than 183 hours total guarding time. The total guarding time includes sentry duty and patrol duty as well as times of shift handover with associated duties.

(4) For **police personnel** (app Z, para II.5b).

(a) The regular workhours amount to 43 hours
per workweek, or 86 hours
within 2 consecutive workweeks.

(b) In addition, the regular workhours may be extended to up to 96 hours within 2 consecutive workweeks provided that an appropriate time of standby duty is included.

b) **Paragraph 2a** does not apply. Instead, the following is agreed on:

In deviation from the provisions of Article 9, paragraph 1, or appendix Z, paragraph I.3a, the regular workhours may be extended to up to 46 hours per workweek (for **guards** [app Z, para II.3b, subparas (1) and (2)] to up to 208 hours per calendar month.)

This will apply provided that the time exceeding the established or admissible workhours in accordance with Article 9, paragraph 1, or appendix Z, paragraph I.3a, as a rule, includes stand-by duty or stand-by service, or the total workhours include an appropriate amount of stand-by duty or stand-by service.

4. Re Article 10, Overtime Work.

a) **Paragraph 1** does not apply. Instead, the following is agreed on:

Hours of overtime work are those workhours that the employee, on direction of the employing activity or Civilian Support Group unit, performs in excess of the admissible regular workhours established for the workweek
– For **guards**: for the calendar month –
– For **police personnel**: for 2 consecutive workweeks –
in accordance with appendix Z, paragraph I.3a or paragraph I.3b(1).
Overtime work should be requested only in urgent cases.

b) **Paragraph 4** is supplemented as follows:

In case of employment outside the regular duty station, the beginning of the compensation period may be deferred until the day after the end of employment outside the regular duty station.

5. Re Article 12, Sunday Work.

Paragraph 2b does not apply to—

Guards (app Z, para II.3b, subparas (1) and (2)).
Police personnel (app Z, para II.5b).
[Paragraph 2b does not apply to guard and police personnel] if such personnel are assigned to perform shift work or rotating shift work (Art. 14, para 1a [and] app Z, para I.8).

6. Re Article 14 Shift, Rotating Shift

a) **Paragraph 1b** (shift allowance) does not apply to the employees listed in appendix Z, paragraph I.9c.

b) **Paragraph 2** (rotating shift work) does not apply. Instead, the following is agreed on:

(1) Rotating shifts are alternating workshifts during which work is performed without interruption day and night on workdays, Sundays, and holidays.

(2) Employees who have to work rotating shifts on a permanent basis will receive a rotating shift allowance (Art. 21, para 3b) if, as part of the shift sequence, they are regularly, not just occasionally, scheduled to perform night, Sunday, and holiday work.

Note for the Record.
The prerequisite for regularly being scheduled to perform night, Sunday, and holiday work is met if the employee performs at least four night, Sunday, or holiday shifts per month, with at least two of the four shifts being performed as night shifts and at least one as a Sunday shift or holiday shift.
A night shift on Sundays or holidays counts—
either as a night shift
or as a Sunday shift
or as a holiday shift.
To the extent that, over the course of a month, two night, Sunday, or holiday shifts are performed without reaching the minimum number of four shifts, compensation for missing shifts may be achieved by giving credit for those night, Sunday, or holiday shifts worked in excess of the minimum number of four shifts during the 2 preceding months. However, a shift may be counted only once in order to achieve compensation.

(3) Subparagraph (2) does not apply to the employees listed in appendix Z, paragraph I.9d.

7. Re Article 16, Computation of earnings.

a) **Paragraph 2a** (basic compensation for extended regular workhours) does not apply to the employees listed below under (1) and (2). Instead, the following is agreed on:

(1) For **guards** (app Z, para II.3b, subpara (1) and (2)).
If the regular workhours are established in accordance with appendix Z, paragraph I.3b, compensation for those hours of work established in excess of 200 hours per calendar month will be compensated by the hourly rate established in appendix Z, paragraph I.7b(1).

(2) For **police personnel** (app Z, para II.5b).

If the regular workhours are established in accordance with appendix Z, paragraph I.3a(4)(b), those hours of work established in excess of 86 hours within 2 consecutive workweeks will be compensated by the hourly rate established in appendix Z, paragraph I.7b(2).

b) **Paragraph 3** (hourly basic compensation) does not apply to the employees listed below under (1) and (2). Instead, the following is agreed on:

(1) For **guards** (app Z, para II.3b, subparas (1) and (2)), the hourly basic compensation amounts to 1/195 of the monthly basic compensation computed for regular workhours of 200 hours/month.

(2) For **police personnel** (app Z, para II.5b), the hourly basic compensation amounts to 1/186 of the monthly basic compensation computed for regular workhours of 43 hours/week.

8. Re Article 20, Time Supplements.

a) **Paragraph 1** does not apply to—

(1) **Guards** (app Z, para II.3b, subparas (1) and (2)) and **police personnel** (app Z, para II.5b) for all hours of work performed by the employee as part of his or her regular workhours. In deviation from this, the supplement in accordance with Article 20, paragraph 1f, will, however, be paid in the case of Article 13, paragraph 4c.

(2) **Personnel in ecclesiastical services**
to the extent that ecclesiastical duties are performed.

b) **Paragraph 2a** does not apply to—

(1) **Drivers and leaders of vehicle convoys.**

(2) **Kitchen personnel.**

(3) **Guards.**

(4) **Police personnel.**

Paragraph 8 was last modified by Tariff Agreement Amendment No. 40 re TV AL II, effective January 1, 2012.

9. Re Article 21, Other Allowances.

a) **Paragraph 1b** (line allowance) does not apply.

Note for the Record.
Employees within the scope of application of appendix Z will receive the allowance in accordance with Article 21, paragraph 1b, if they work together, under the same conditions, with other employees who are entitled to the allowance.

b) **Paragraph 2** (functional allowance) is supplemented as follows:

Police personnel who primarily work in correctional services will receive a flat-rate police allowance in the amount of €119.23 per month.
This allowance will be adjusted commensurate with tariff increases.

Note for the Record.
Correctional services personnel include all employees in salary tariff ZP, as well as employees in investigation services and the shift leaders in salary tariff ZB.

Paragraph 9b was last modified by Tariff Agreement Amendment No. 45 re TV AL II, effective September 1, 2015.

c) **Paragraph 3a** (shift allowance) does not apply to—

(1) **Guards** (app Z, para II.3b, subparas (1) and (2)).

(2) **Police personnel** (app Z, para II.5b).

(3) **Employees in dining facilities** of Civilian Support Groups or of the U.S. Forces.

d) **Paragraph 3b** (rotating shift allowance) does not apply to—

(1) **Guards** (app Z, para II.3b, subparas (1) and (2)).

(2) **Police personnel** (app Z, para II.5b).

e) **Article 21** is supplemented as follows:

Balancing allowance.

Salaried employees who are assigned supervisory guard positions (app Z, para II.3b(2)) and whose salary per schedule (app Z, para III.4a(1) and (2)) does not reach the wage per schedule of the supervised worker of the guard personnel with the highest monthly flat rate wage (app Z, para III.3b) will receive the difference as a balancing allowance.

The balancing allowance will be re-established effective the next calendar month if the assessment variables change.

The balancing allowance is a component of other allowances within the meaning of Article 16, paragraph 1a, subparagraph (11).

10. Re Article 23, Payments-in-Kind.

Article 23 is supplemented as follows:

The charge for using accommodation and/or meals provided by the Stationing Forces – in accordance with the pertinent guidelines – will be withheld from the gross earnings.

11. Re Article 44, Separation With Ordinary Notice.

a) **Paragraph 2a** does not apply. Instead, the following is agreed on:

In principle, the employee should be employed until the end of the notice period. For this purpose, he or she may also be temporarily assigned to a different employing unit in order to perform reasonable duties/duties that can reasonably expected from him or her.

Note for the Record.
It is agreed that the employee will not have to bear additional travel costs as a result of temporary continued employment at a different location.
Additional time needed for reaching the workplace will be considered work time.

b) **Article 44** is supplemented as follows:

On separation, the employee will be entitled to a free return trip to his or her hometown (in Germany) or to the corresponding fare for the cheapest means of public transport as incurred by the Stationing Forces.
This does not apply in case of a termination in accordance with Article 45.

PART II
PROVISIONS ON CLASSIFICATION AND GRADING

(Appendix Z, Part II, was last revised by Change No. 1 – Z – TV AL II, effective January 1, 1969.)

1. Re Article 53, Temporary Change of Duty.

Paragraph 2c does not apply. Instead, the following is agreed on:

For future step increases within the context of the provisions of appendix Z, paragraph II.2, the probationary period will count towards served in-step waiting periods both in case of a reclassification and in case of a downgrade to the previous position.

Paragraph 1 was last modified by Change No. 8 – Z – TV AL II, effective April 1, 1976.

2. Re Article, 55 Salary Steps (Length of Service Allowance).

a) **Paragraph 1 (in-step waiting periods)** does not apply. Instead the below provisions apply to—

Guards (wage schedule ZW).

Salaried employees (salary schedules ZB and ZP).

Wage Steps/Salary Steps

In-step waiting periods.

(1) **Guards.**

The following waiting periods will be applicable to the steps established in wage schedule ZW (app Z, para III.3b(1)):

Step 1	on appointment	6 months

– in case of reappointment with creditable waiting time always at least for the duration of the probationary period (Art. 5, para 1a) –

Step 2	18 months
Step 3	24 months
Step 4	60 months

End step: any further employment in the wage group.

Step 4 is also considered the performance step. Starting with the 4th year of employment, the wage earner may be placed into the performance step prematurely due to special performances.

(2) **Salaried employees.**

The following waiting periods will be applicable to the steps established in the salary schedules for salary tariff Z (app Z, para III.4):

Step 1	on appointment	12 months

– in case of reappointment with creditable waiting time always at least for the duration of the probationary period (Art. 5, paras 1b and 2) –

Step 2	12 months
Step 3	12 months
Step 4	24 months
Step 5	30 months
Step 6	36 months

End step: any further employment in the salary group.

Extending the waiting periods for the individual steps in accordance with subparagraphs (1) and (2) is not admissible as long as the employee remains in the same wage or salary group and in the same wage or salary schedule.

b) Paragraph 2 (Creditable Waiting Period)
Paragraph 3 (Step Advancement)
Paragraph 4 (Upgrading)
Paragraph 5 (Downgrading)
are supplemented as follows:

These provisions will be applied analogously to **guards** (app Z, para II.3b(1)).

Note: The terms "wage earner," "wage step," "wage group," "wage schedule ZW" will replace the terms "salaried employee," "salary step," "salary group," and "salary tariff" respectively.

c) **Paragraph 6a** is supplemented as follows:

Article 55, paragraph 6a, will be applied analogously in case of a change from a salary tariff to wage schedule ZW.

d) **Paragraph 6b** is supplemented as follows:

Article 55, paragraph 6b, will be applied analogously in case of a change from a different wage tariff to wage schedule ZW.

e) **Paragraph 6c** is supplemented as follows:

In case of a change of tariff within the scope of application of Special Provisions Z, the comparison rates will not be converted to the workhours established in Article 9, paragraph 1.

f) **Paragraph 7** (Change of Employing Agency) is supplemented as follows:

(1) Article 55, paragraph 7, will be applied analogously to **guards** (app Z, para II.3b(1)).

(2) If changing the employing agency entails a change from a salary schedule of appendix Z to wage schedule ZW or from wage schedule ZW to a salary schedule of appendix Z, the provisions of Article 55, paragraph 7b, c, in conjunction with Article 55, paragraph 6, will be applied analogously.

Paragraph 2 was last modified by Change No. 25 – Z – TV AL II, effective July 1, 1991.

3. Re Article 56, Wage Groups.

a) The wage group classification of Article 56 does not apply to **drivers**. Instead, the following is agreed on:

(1) The wage group classification F for drivers in appendix F part II is applicable.

(2) Employees who are predominantly assigned to ride motorcycles will be allocated to trade category A 1 (Art. 61) and graded into wage group 3 of this trade category. Compensation for these employees is governed by wage schedule A 1 (Art. 62, para 1).

b) The wage group classification of Article 56 does not apply to **guards**. Instead, the following is agreed on:

(1) **– Wage Group Classification ZW –**
(Wage schedule ZW: app Z, para III.3b)

Wage group ZW 1.
Guard, unarmed.

Wage group ZW 2.
Guard, armed.
Guard, with guard dog.

Wage group ZW 3.
Guard, armed and with guard dog.
Lead guard.
Guard shift driver of—
- Light vehicles.
- Trucks up to 3 ½ t payload.

Wage group ZW 4.
Chief guard.
Guard shift driver of—
- Trucks of more than 3 ½ t payload.

(2) Supervisory guards.

Salaried employees (app Z, para II.5a) assigned supervisory duties over guards on duty are also considered guard personnel. All general provisions established in appendix Z, part I, "for guards" with the addition "(app Z, para II.3b, subparas (1) and (2))" also apply to them.

c) Article 56 does not apply to the following employees at ammunition supply points (PSP, ASP) of the U.S. Forces who are assigned to trade category A 1 (Art. 61) and whose duties exceed the criteria of wage group 3:

(1)* Wage earners who work with ammunition and who primarily perform the following duties as part of their permanent work assignments: unpacking; cleaning; removing rust; sorting; identifying of ammunition.

(2)* Wage earners who are assigned to operate forklifts for ammunition transport operations (loading/unloading operations) if the equipment to be operated is suitable for open terrain driving and has a lifting capacity or payload of 4,540 kg or more.

These employees will be graded into wage group 4 (reference to app Z, para III.3a(1)).

Paragraph 3 was last modified by Change No. 19 – Z – TV AL II, effective January 1, 1986.

4. – Not used –

Paragraph 4 was rescinded by Change No. 6 – Z – TV AL II, effective February 1, 1974.

* *For information from the parties to the tariff agreement, click here/see page 218.*

5. Re Article 58, Salary Groups.

The salary group classification of Article 58 does not apply. Instead, the following salary group classifications will apply:

a) **Salaried Employees**
Salary Group Classification ZB

Salary group ZB 1.
Salaried employees who, under direct supervision, perform the simplest tasks in the office, administration, etc.

Examples:

Office clerks (office helper; office orderly)	Warehouse helpers

Salary group ZB 2.
Salaried employees who, under direct supervision, perform simple, recurring tasks that require limited experience or certain limited training in the office, shop, etc.

Examples:

Office clerks	Warehouse clerks

Salary group ZB 3.
Salaried employees who, under direct or general supervision, perform duties of moderate difficulty that require vocational training or sound specialized training.

Examples:

Office clerks	Warehouse clerks	Police officers
Telephone operators	Medical assistants	(without rotating shifts)

Salary group ZB 4.
Salaried employees who, under direct or general supervision, perform tasks that require sound knowledge and skills generally to be acquired through vocational training or, in individual cases, through long experience.

Examples:

Office clerks	Non-technical foremen	Police officers
Telephone operators	Draftsmen	(without rotating shifts)
Office clerks for simple translations		

Salary group ZB 5.
Salaried employees who, under direct or general supervision, perform duties that require more comprehensive skills and specialized knowledge in a technical field or in the administration generally to be acquired through vocational training or, in individual cases, through long experience.

Examples:

Office clerks	Technical foremen	Morse operators
Interpreters	Draftsmen	

Salary group ZB 6.
Salaried employees who, under general supervision, perform difficult duties that require special skills in a technical field.
Responsibilities require personal decision-making.

Examples:

Interpreters (supervisory)	Lead foremen
Construction inspector	Construction foremen

Salary group ZB 7.
Salaried employees who, under general supervision, perform difficult tasks in the technical service or in the administration with extended responsibilities, the performance or supervision of which require thorough general knowledge and the ability to make independent decisions.

Examples:

Police officers (shift leader)
Garrison leader

Salary group ZB 8.
Salaried employees who, under general supervision, perform very difficult and responsible tasks in the technical service or in the administration that require specialized training as well as personal initiative with independent judgment and qualification for supervisory functions with decision-making authority.

Salary group ZB 9.
Salaried employees who, under general administrative supervision, perform very difficult and responsible tasks at a larger scale in the technical service or in the administration with high demands on specialized and general knowledge, the performance or supervision of which require long experience, sound judgment and directive authority in the respective fields.

Salary group ZB 10.
Salaried employees who, under general administrative supervision, perform very difficult and responsible tasks in the technical service or in the administration with very high demands on specialized and general knowledge in positions of particular importance.
These duties require comprehensive knowledge in all technical and specialized fields involved, as well as a particular qualification for supervisory functions with directive authority for larger assignment areas.

Salary group ZB 11.
Salaried employees who, under general administrative authority, perform tasks of particular difficulty and responsibility with directive and decision-making authority in all areas of the organization that require excellent technical and general knowledge as well as excellent skills and experience in the particular specialized fields of Civilian Support Groups.

b) **Police Personnel**
with rotating shifts

Salary Group Classification ZP

Salary group ZP 1.
Police officer during in-house training (normally 3 months).

Salary group ZP 2.
Police officer under direct supervision after completed in-house training or with completed vocational training or high school graduation certificate of *Realschule* level or with job-relevant experience (for example, German Armed Forces, plant security service, etc.).

Salary group ZP 3.
Police officer under general supervision and after at least 6 months of service in salary group ZP 2.

Salary group ZP 4.
Police officer under general supervision with duties that require additional advanced training or qualifications (for example, patrol duty training).

Salary group ZP 5.
Police officer with duties of salary group ZP 4 in the capacity as team leader.

Paragraph 5 was last modified by Tariff Agreement Amendment No. 22 re TV AL II, effective August 1, 2005.

6. Re Article 59, Additional Salary Groups 4A through 7A.

Does not apply.

PART III

Wage Tariff Z, Salary Tariff Z

(Appendix Z, Part III, was last revised by Change No. 19 – Z – TV AL II, effective January 1, 1986.)

1. Re Article 60, Compensation (Principles).

Article 60 does not apply to **guards**.

2. Re Article 61, Trade Category Index.*

a) For **wage earners**, Article 61 is supplemented by the following note for the record:

Note for the Record re Article 61 – Trade Category A 4.
Employees with the U.S. Forces whose regular duties include mounting, transporting, maintaining, and repairing heavy bridging and transportation equipment will be allocated to trade category A 4 – subparagraphs c) and d).

b) Article 61 does not apply to **guards**.

3. Re Article 62, Wage Schedule A.*

a) For **wage earners,** Article 62 is supplemented as follows:

(1) **Monthly wage rates of wage schedule A1** for employees in accordance with appendix Z, paragraph II.3c:

Effective September 1, 2015 — Amounts in Euro

Facilities of the **U.S. Forces** in wage areas			
1 (Bayern)	2 (Hessen etc.)	3 (Baden-Württemberg)	4 (Rheinland-Pfalz)
2,109.81	2,203.05	2,203.05	2,109.81

(2) Wage earners in construction and signal units of Civilian Support Groups of the U.S. Forces who, as part of their permanent work assignment, predominantly work in regions for which the wage schedules A show different wage rates than for the region where their employing agency is located will be paid the wage rates per schedule for their applicable wage schedules A as established for U.S. Forces installations in Baden-Württemberg.

Note:
This applies to the 8361st and the 8850th Civilian Support Group, as well as the 4038th Civilian Support Group (Signal Construction) of the U.S. Forces.
With regard to future changes of the predominant work assignments for these or other construction/signal units of the U.S. Forces, the parties to the Tariff Agreement will agree to which units the provision of subparagraph (2) will be applicable.

(3) (a) Wage earners in construction units of Civilian Support Groups of the U.S. Forces who work in structural and/or civil engineering will be compensated in accordance with the rates per schedule of wage schedule A4 – regardless of their affiliation to the trade categories of Article 61.

(b) Wage earners in construction units of Civilian Support Groups of the U.S. Forces who work in structural and/or civil engineering will receive a construction site allowance in addition to their applicable rate per schedule of wage schedule A4. The construction site allowance will amount to—
For wage earners of wage group 3 — DM 55 (€ 28.12).
For wage earners of wage groups 4, 5, 6, or 7 — DM 70 (€ 35.79).
It will be part of the wage per schedule (app Z, para I.9a(1)).

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* *1) For transitional provisions, click here/see page 217.*
2) For information from the parties to the tariff agreement, click here/see page 218.

Note for the Record re Paragraphs III.3a(3)(a) and (b).
As regards the U.S. Army, this concerns workers of the Civilian Support Groups (Engineer Construction) of the 18th Engineer Brigade of the U.S. Forces to the extent that they are working in structural and/or civil engineering (building personnel), in particular—

Drivers of dump body trucks*)
Drivers of semitrailers
Crane excavator operators
Crane operators
Tractor operators
Engine operators for
air compressors
Earth-auger operators
Concrete mixer operators
Stone crusher operators
Steam roller operators
Construction equipment mechanics*)
Construction equipment mechanic helpers*)
Welders
Blacksmiths
Building joiners
Masons
Construction locksmiths
Electricians
Plumbers
Specialists for
heating and ventilation systems
Specialists for cooling systems
Sheet metal workers
Construction helpers
Surveying assistants

b) Article 62 does not apply to **guards** (app Z, para II.3b(1)).
Instead, the following is agreed on:

Wage Schedule ZW

Monthly flat rate wages
for established regular workhours of 200 hours per month

Effective September 1, 2015 Amounts in Euro

Wage Group	Wage steps 1	2	3	4	End step
ZW 1	2,077.85	2,135.14	2,196.42	2,272.37	2,358.94
ZW 2	2,188.43	2,239.71	2,331.65	2,416.93	2,512.17
ZW 3	2,271.02	2,325.67	2,414.25	2,486.87	2,588.78
ZW 4	2,418.90	2,470.22	2,562.82	2,657.39	2,760.63

Paragraph 3 was last modified by Tariff Agreement Amendment No. 45 re TV AL II, effective September 1, 2015.

* Trucks with more than 3 ½ ton payload used instead of dump body trucks are to be treated like dump body trucks (construction equipment) for the time they are in use.

4. Re Article 63, Salary Schedule C.

Article 63 does not apply. Instead, the following is agreed on:

a) **Salary Schedule ZB**
for salaried employees
(app Z, para II.5a, 3b(2))

(1) **Monthly pay rates**
for regular weekly workhours of 38.5 hours

Effective September 1, 2015 Amounts in Euro

Salary group	Salary steps 1	2	3	4	5	6	End step
ZB 1	1,636.88	1,666.17	1,709.47	1,759.43	1,832.04	1,901.34	1,973.27
ZB 2	1,733.47	1,773.41	1,858.67	1,933.30	2,028.57	2,109.14	2,193.10
ZB 3	1,925.31	1,984.59	2,101.82	2,195.75	2,301.03	2,394.91	2,484.21
ZB 4	2,079.17	2,144.44	2,252.38	2,358.30	2,454.22	2,550.81	2,653.38
ZB 5	2,339.65	2,396.26	2,514.84	2,591.44	2,692.70	2,797.30	2,911.18
ZB 6	2,671.39	2,731.34	2,849.90	2,932.52	3,033.09	3,151.01	3,276.90
ZB 7	2,976.47	3,059.08	3,198.30	3,302.20	3,416.13	3,548.03	3,690.59
ZB 8	3,420.79	3,581.32	3,762.52	3,916.40	4,066.27	4,229.47	4,395.36
ZB 9	3,895.07	4,054.29	4,287.44	4,487.95	4,652.48	4,839.69	5,030.86
ZB 10	4,358.06	4,586.55	4,884.31	5,135.43	5,336.63	5,547.15	5,766.28
ZB 11	4,795.07	5,032.86	5,339.96	5,587.75	5,812.22	6044.72	6,284.55

(2) For **supervisory guards** (app Z, para II.3b(2)), the pay rates of the schedule under subparagraph (1) will be increased by DM 35 (€ 17.90) respectively.

The salary schedule is also applicable to supervisory guards if workhours are established in accordance with appendix Z, paragraph I.3a(3).

b)

Salary Schedule Z P
for police personnel with rotating shifts
(app Z, para II.5b)

Monthly flat rate salaries
for regular workhours of 43 hours

Effective September 1, 2015 — Amounts in Euro

Salary group	Salary steps 1	2	3	4	5	6	End step
ZP 1	1,780.74	—	—	—	—	—	—
ZP 2	1,983.25	2,043.87	2,165.10	2,264.38	2,362.29	2,454.89	2,553.45
ZP 3	2,141.12	2,203.74	2,324.99	2,426.21	2,524.15	2,627.42	2,730.65
ZP 4	2,410.25	2,469.54	2,591.44	2,664.71	2,757.99	2,867.24	2,981.79
ZP 5	2,752.65	2,812.61	2,940.49	3,019.09	3,125.70	3,249.59	3,376.17

Paragraph 4 was last modified by Tariff Agreement Amendment No. 45 re TV AL II, effective September 1, 2015.

PART IV
FINAL PROVISIONS

(Appendix Z, Part IV, was last revised by Tariff Agreement Amendment No. 1 re TV AL II, effective January 1, 2001.)

Re Article 67, Termination.

Paragraph 1 is supplemented as follows:

The Special Provisions Z, including Special Part ZW(US), may be terminated subject to the following time limits to the end of a calendar month:

(1)	Part I	General Provisions	6 months
(2)	Part II	Provisions on Classification and Grading	6 months
(3)	Part III	Wage Tariff Z, Salary Tariff Z	
	(a)	Paragraphs 1, 2, and 3a – With the exception of the rates per schedule in paragraph 3a(1)	6 months
	(b)	For the rest	4 weeks
		– For the first time effective	August 31, 2016

Part IV was last modified by Tariff Agreement Amendment No. 45 re TV AL II, effective September 1, 2015.

TRANSITIONAL PROVISIONS

(in accordance with Article 2 of the Amending Agreement No. 14 re appendix Z dated December 16, 1981.)

A. Remuneration for Accommodation and/or Meals.

1. On entry into force of the revised appendix Z, paragraph I.13 (January 1, 1982); mode, scope and, if applicable, period of the granting and utilization of accommodation and/or meals will be determined in accordance with the guidelines of the Stationing Forces, which in turn are subject of the employment contract (Art. 4, para 1b, *TV AL II*).
   The guidelines are including a specification of the amount to be withheld from the employee's gross earnings.
   The relevant legal provisions on works council participation remain unaffected.

2. The remuneration may be newly determined without the need for a notice for change of employment conditions. However, an increase is admissible only after a preceding announcement with a time limit for notification of 4 weeks.

3. If the employee informs his or her agency that he or she will no longer utilize accommodation and/or meals, the agreement on utilization will be considered terminated with the beginning of the next accounting period (Art. 22 *TV AL II*) without affecting employment.

4. The provisions of appendix Z, paragraph I.13, *TV AL II* may be applied in the version as in effect on December 31, 1981, for a transitional period until the guidelines of the Stationing Forces have been announced.

B. NOTE: These provisions have meanwhile become obsolete.

C. Incumbency Allowance.

Those wage earners who, without change in duties, experience a reduction in basic compensation (app Z, para I.9a(a) – except for subpara (7) – *TV AL II*) as a result of the agreed transfer of classification and remuneration to the provisions of Articles 56, 57, 61, and 62/appendix Z, paragraphs II.2, II.3, and III.3a, *TV AL II*, resulting from this Tariff Agreement dated August 1, 1981, will receive an allowance to protect their personal pay in accordance with the following provisions:

1. Basis for assessment.

   On July 31, 1981, a basis for assessment computed per workhour will be determined for the incumbency allowance to be established in accordance with paragraph 2 for each wage earner under the scope of application of this Tariff Agreement.
   The basis for assessment is composed of the compensation components listed in appendix Z, paragraph I.9a(a) – except for subparagraph (7) – *TV AL II* in the given order.

2. Incumbency Allowance.

   a) If, effective August 1, 1981, the sum of the compensation components in the meaning of paragraph 1 to which the wage earner is entitled to per workhour without change in duties does not reach the amount of the basis for assessment, he or she will receive the difference as an incumbency allowance. The incumbency allowance will be computed and accounted for as a monthly amount by multiplication of the difference by the factor 173.

   b) The incumbency allowance is part of the basic compensation. In the sequence of computation (Art. 16, para 7, *TV AL II*), it will be included in appendix Z, paragraph I.9a(a), *TV AL II*, between the compensation components listed as subparagraphs (6) and (7).

3. Offset of the incumbency allowance against future pay raises.

   a) The incumbency allowance will be offset against each raise of basic compensation (app Z, para I.9a(a), *TV AL II*) as a result of—

      (1) Permanent change in duties (for example, promotion, change of tariff, change of trade category) or

      (2) Change of wage area or adjustments to wage areas provided for by the Tariff Agreement.

   b) The incumbency allowance will not be curtailed as a result of general raises of tariff pay rates provided that the duties remain the same.

D. Other Agreements.

[**Translator's Note:** This does not apply to the U.S. Forces and has not been translated.]

INFORMATION FOR THE APPLICATION/IMPLEMENTATION OF AMENDING AGREEMENT NO. 14 RE APPENDIX Z *TV AL II*

– as coordinated with the unions concerned –

I. General Information.

The information for the application or implementation of the tariff agreements regarding the reorganization of the pay structure of wage tariff A, *TV AL II*, effective August 1, 1981 applies analogously to the reorganization of the pay structure of wage tariff ZA, *TV AL II* – to the extent listed below:

1. In part I of the information:
   Paragraphs 1, 3b, 3c, and 4b.

2. In part III of the information:
   Paragraphs 2 and 3.

3. In part IV of the information:
   Paragraph 2.

II. Additional Information Regarding the Reorganization of the Pay Structure of Wage Tariff ZA.

1. NOTE: This information has meanwhile become obsolete.

2. Re Article 2, section D, paragraph 1, of Amending Agreement No. 14 – Z – *TV AL II*.

The general arrangement on incumbency allowance of Article 2, section C, will not be affected by this Agreement. The Agreement does, however, guarantee that there will be no reduction in pay for the affected employees.

The agreement does not cover employees whose employment started after July 31, 1981.

3. Re appendix Z, paragraph II.3c(1).

This is about ammunition workers who predominantly work "with ammunition" and perform the individual duties as listed. Wage earners who predominantly work "on ammunition" will be allocated to trade category A 3 in accordance with the principles applicable to wage tariff A.

4. Re appendix Z, paragraph II. 3c(2).

Forklifts are equipment for which the lifting power or load capacity is generally specified in pounds (lb). Specifically, this affects forklifts with a lifting power or load capacity of 10,000 lb or more.

5. Re appendix Z, paragraph III.2a.

a) The note for the record does not cover employees in shops who perform attendance, maintenance, or repair work of bridging or transportation equipment but do not perform actual bridge construction work (in the field). These employees will be allocated to the trade categories of Article 61 in accordance with the general principles. Generally, the professions of these employees will be in the automotive or mechanic trade of trade category A 3.

b) There is agreement that the employees covered by the note for the record will be allocated to wage group 5 of trade category A 4.

6. Re appendix Z, paragraph III.3a(2).

This provision covers all wage earners of the units listed in the note even if they do not perform construction or telecommunication work.

7. Re appendix Z, paragraph III. 3a(3).

The agreements re subparagraphs (3)(a) and (3)(b) cover the same group of people. They cover those wage earners of the U.S. Forces who were already entitled to the construction site supplement under appendix Z provisions as in effect on July 31, 1981.

8. Re Article 61 – Trade Category Index.

Employees in telecommunication units who predominantly dig ditches, lay cables and the like will be allocated to the professions in the construction or telecommunication business of trade category A 4 as applicable.

If the Back button of your browser is not visible, use ALT + Back Arrow to return to previous location.

Tarifvertrag
vom 2. Juli 1997
über Rationalisierungs-, Kündigungs- und Einkommensschutz
(SchutzTV)

(Tariff Agreement of July 2, 1997, on Protection from Rationalization Measures, Termination of Employment and Income Protection (Protection Agreement))

The Federal Republic of Germany
represented by the *Bundesministerium der Finanzen* (Federal Ministry of Finance)

has concluded
in agreement with the highest authorities of the Stationing Forces

on one side

and

the *Gewerkschaft Öffentliche Dienste, Transport und Verkehr*
(Labor Union for Public Service, Transportation, and Traffic)
– Main Executive Board –

the *Industriegewerkschaft Metall für die Bundesrepublik Deutschland*
(Industrial Union of Metal Workers for the Federal Republic of Germany)
– Executive Board –

the *Gewerkschaft Nahrung-Genuß-Gaststätten*
(Labor Union for Food and Restaurant Workers)
– Main Administrative Office –

as well as

the *Deutsche Angestellten-Gewerkschaft* (German Union for Salaried Employees)
– Federal Executive Board –

on the other side

the following Tariff Agreement:

ARTICLE 1
PERSONAL SCOPE OF APPLICABILITY

1. This Tariff Agreement applies to all employees under the scope of applicability of the *Tarifvertrag vom 16. Dezember 1966 für die Arbeitnehmer bei den Stationierungsstreitkräften im Gebiet der Bundesrepublik Deutschland* (*TV AL II)* (Tariff Agreement of December 16, 1966 for the Employees of the Stationing Forces in the Federal Republic of Germany) *or* the *Tarifvertrag vom 16. Dezember 1966 für die Arbeitnehmer bei den französischen Stationierungsstreitkräften im Gebiet der Bundesrepublik Deutschland* (*TV AL II (Frz.))* (Tariff Agreement (French Forces)) who have reached a creditable period of employment of at least 2 years, who are at least 21 years old, and whose employment is indefinite.

2. This Tariff Agreement also applies to employees employed on a temporary basis if such employment immediately follows a permanent employment with the Stationing Forces of the same Sending State, which was terminated by the employer or a written annulment contract for the reasons defined in Article 2.

3. A creditable period of employment within the meaning of this Tariff Agreement is the creditable period of employment (Art. 8, paras 1, 2, and 4, of the *TV AL II/TV AL II* (*Frz.*)) with the Stationing Forces of the same Sending State.

ARTICLE 2
NON-PERSONAL SCOPE OF APPLICABILITY

1. Benefits under Articles 4 through 7 of this Tariff Agreement will apply to employees—

   - Who, by initiation of the Stationing Forces, lose their current position because of an organizational measure (para 2) (also by displacement resulting from a social selection process).

   - Whose position decreases in value for these reasons.

2. Organizational measures within the meaning of this Tariff Agreement include the following—

   a) Deactivation of the employing agency.

   b) Merger of the employing agency with one or several other employing agencies of the same Sending State.

   c) Relocation of the employing agency outside the commuting area within the meaning of Article 4, paragraph 4d, sentence 1, or the area of applicability of the *TV AL II/TV AL II (Frz.)* (Federal Republic of Germany).

   d) Reorganization of the employing agency.

   e) Measures meeting the criteria of Article 2, paragraph 1, of the *Tarifvertrag vom 31. August 1971 zur sozialen Sicherung der Arbeitnehmer bei den Stationierungsstreitkräften im Gebiet der Bundesrepublik Deutschland (TV Soziale Sicherung)* (Tariff Agreement, August 31, 1971, Social Security of Employees of the Sending States Forces in the Federal Republic of Germany (Social Security Agreement)).

3. Employees who, in case of an agency transfer under Article 613a of the *Bürgerliches Gesetzbuch (BGB)* (German Civil Code), have objected to the transfer of their employment and must be terminated for reasons listed under paragraph 2 will be entitled to benefits under this Tariff Agreement.

ARTICLE 3
WORKS COUNCILS

The cooperation rights to which the works councils are entitled in accordance with legal provisions and international agreements will remain unaffected.

ARTICLE 4
PLACEMENT RIGHTS

1. Within the meaning of the paragraphs below, the following employees will be offered a position, which is available or becomes available until expiration of their notice period provided they are qualified for the position:
   Employees—
   - Who meet the eligibility requirements established in Article 2 and lose their current position.
   - Whose positions decrease in value.
   The qualification will be determined by the individual Stationing Forces before the conclusion of a new employment contract in compliance with their established organizational responsibilities.

2. a) The offer (para 1) will first extend to a position of equal value.

   b) Employees who, for a plausible personal reason, reject a job offer made as specified in paragraph 2a will be offered another position of equal value.

   c) If a position of equal value is not available, a reasonably acceptable position will be offered. The obligation to offer other reasonably acceptable positions will be restricted to a maximum of four offers.

   d) The offer within the meaning of paragraphs 2a through c will extend to all positions with the same or another employing agency of the same Sending State within the commuting area.

   e) If the employee rejects an offer made in accordance with paragraph 2a without having any plausible personal reason or rejects an offer made in accordance with paragraph 2b, he or she will not receive another offer in accordance with paragraphs 2c and 3, and he or she will not receive any benefits in accordance with Article 7 of this Tariff Agreement.

3. a) On the employee's request, the employee will be offered a position of equal value at a different location within the area of applicability of the *TV AL II/TV AL II (Frz.)*, however, outside the commuting area, with the same service or the same organization within the meaning of Article 71 of the Supplementary Agreement to the NATO Status of Forces Agreement.

   Note for the Record re Paragraph 3a.
   [**Translator's Note:** This note for the record does not apply to the U.S. Forces and has not been translated.]

   b) If the employee accepts a job offer in accordance with paragraph 3a, the Sending States will grant relocation benefits. The extent of these relocation benefits will be governed by the guidelines of the respective Sending State.

   c) Employees who reject a job offer made at a location of their choice made based on paragraph 3a will not receive other offers in accordance with paragraph 2 and will not receive any benefits in accordance with Article 7 of this Tariff Agreement.

   d) If the employee has important personal reasons for rejecting the job offer made in accordance with paragraph 3a, he or she will, in deviation from paragraph 3c, receive benefits only in accordance with Article 7 of this Tariff Agreement.

4. a) Of equal value within the meaning of paragraphs 2 and 3a are all positions in the same wage or salary group or in a wage or salary group in another wage or salary tariff with comparable tariff rates. Comparable is that tariff rate of the other wage or salary tariff, which is equal to or least exceeds the former tariff rate of the employee.

   b) Reasonably acceptable within the meaning of paragraph 2c are all positions in a wage or salary group with a tariff rate that is not more than 20 percent below the employee's former tariff rate.

   c) For the comparison of tariff rates within tariffs with established steps, the respective rates of the wage or salary step will be used which the employee has reached. If the current wage or salary tariff of the employee does not provide for steps or comparable steps, the rates of the respective end step will be used for comparison.

   d) The commuting area includes all communities within a radius of 60 kilometers from the community of the previous permanent duty station. If the residence of the employee is located outside of this radius, the commuting area, in deviation from sentence 1, includes all communities within a radius of 60 kilometers from the residence of the employee. In each case, the distances will be measured from town center to town center.
   In the latter case, the employee may change the commuting area as specified in sentence 2 to the commuting area as specified in sentence 1. This choice may be made only after the employee receives a notice of termination. The employee must specify his or her choice in writing within 1 week. During the 1-week period, the placement entitlement is suspended.

5. Employees whose regular workhours were established in accordance with Article 9, paragraph 1 or 2, of the *TV AL II/TV AL II (Frz.)*, will be offered a position with workhours which correspond at least to the regular workhours pursuant to Article 9, paragraph 1, of the *TV AL II/TV AL II (Frz.)*.

6. a) Within the scope of paragraphs 1 and 2, an employee will also be offered a position if he or she does not yet possess the required qualification (para 1), but can be expected to obtain the qualification through on-the-job training in his or her new position, provided compelling operational reasons are not withstanding. The required length of the on-the-job training period will be established in advance by the employing organization; as a rule, it may not exceed 6 months.

   b) During the on-the-job training period, the employee will be paid the same compensation by tariff to which he or she would be entitled after successful completion of the on-the-job training.

   c) If it becomes evident that an employee cannot obtain the required qualification while undergoing on-the-job training, notice of termination of employment may be issued – if necessary even before the expiration of the training period – under observance of the notice periods established in Article 44 of the *TV AL II/TV AL II (Frz.)*. In these instances, employment will end for the reasons stated in Article 2, paragraph 2. Termination of employment is not permissible if the employee can continue to be employed in another position not requiring on-the-job training and he or she accepts a corresponding offer (paras 2 and 3).

ARTICLE 5
PAY PROTECTION

1. If, according to Article 4, an employee is placed in a new position or regraded in his or her current position (change), and the resultant basic compensation by tariff is lower than his or her current basic compensation, he or she will be entitled to pay protection (pay-protection supplement).

2. a) The pay-protection supplement corresponds to the difference between the previous and the new basic compensation (Art. 16, para 1a (except for subpara (7)), of the *TV AL II/TV AL II (Frz.))* computed on the basis of the previous regular workhours in accordance with Article 9, paragraph 1, of the *TV AL II/TV AL II (Frz.)*.

   b) All increases in basic compensation (Art. 16, para 1a (except for subpara (7)), of the *TV AL II/TV AL II (Frz.)*) will be offset against the pay-protection supplement.

3. a) Employees will receive the pay-protection supplement in accordance with paragraphs 1 and 2 after an employment period of—

5 years	for a period of 6 months.
10 years	for a period of 12 months.
20 years	for a period of 18 months.
25 years	for a period of 24 months.

   b) Employees who, on the effective date of the change, are at least 55 years old and have reached an employment period of 20 years will retain the entitlement to pay protection until their employment ends. For these employees, in deviation from paragraph 2b, general tariff increases will not be offset within the first 60 months of the period of entitlement, however, at the most until they are at least 65 years old.*

4. If the employee, who receives the pay-protection supplement in accordance with paragraphs 1 through 3, declines a job which would entitle him or her to a basic compensation higher than his or her current basic compensation (without pay-protection supplement) although he or she is qualified for the position, the pay-protection supplement will be paid only up to the date when he or she would have been entitled to the higher basic compensation.

5. The pay-protection supplement is a supplement within the meaning of Article 16, paragraph 1a(4), of the *TV AL II/TV AL II (Frz.)*.

* According to the Note for the Record re Article 46 (1) *TV AL II*, the 65-year age limit has been adjusted effective 1 January 2012 to match the revision of Article 46 (1) *TV AL II*, according to which the age limit is reached at the end of the calendar month in which the employee reaches the statutory retirement age.

ARTICLE 6
RELEASE FOR VOCATIONAL TRAINING MEASURES

1. Insofar as the Stationing Forces conduct developmental training programs, those employees affected by measures within the meaning of Article 2 will have access to them as provided for in applicable administrative regulations of the Stationing Forces.

2. Employees whose employment is planned to be terminated, has already been terminated, or will end by virtue of an annulment contract because of the measures defined in Article 2 may be released from duty for participation in vocational training measures provided operational reasons are not withstanding.

   a) Employees may be released from duty full-time without pay to participate in full-time vocational training measures sponsored under the *Drittes Buch Sozialgesetzbuch (SGB III)* (Social Security Code III). During the time the employee is released from duty and is paid a subsistence allowance in accordance with *SBG III* provisions, he or she will receive a supplement amounting to the difference between the subsistence allowance and the remuneration on which the computation of the subsistence allowance is based.

      Taxes and social security contributions due on the supplement will be borne by the employer. The supplement will be treated as another pay component within the meaning of Article 16, paragraph 1c, of the *TV AL II/TV AL II (Frz.)*. Property accrual payments and contributions to the group life insurance will be at the current amount.

   b) Employees who are not entitled to a subsistence allowance because they are participating in training measures that are not conducted on a full-time basis or are not entitled to the allowance for other reasons may be released from duty without a reduction in the monthly compensation for participation in a training measure which the *Arbeitsamt* (labor office) considers to be useful to the employee. Employees may be released for up to as many hours as the regular workhours of 1 month applicable to the employee; the factor 13:3 will be used for converting weekly workhours. This also applies to the participation in vocational-guidance and -qualification measures provided by Government commissioned vocation-promoting institutes as well as to probationary work performance outside the Stationing Forces.

   c) The provisions above will also apply to cross-border commuters participating in vocational-training measures in their country of residence under legal provisions comparable to the *SGB III*.

   d) The placement rights in accordance with Article 4 will be suspended during the time the employee is released from duty.

      Remark: On agreement of the employer's representatives, Art. 6, paragraph 2d), will no longer be applied.

ARTICLE 7
INDEMNITY PAYMENT

1. Employees whose employment is terminated by the employer or written annulment contract for reasons defined in Article 2, paragraph 2, will receive an indemnity pay amounting to 1/3 of the most recent regular monthly earnings (Art. 17 of the *TV AL II/TV AL II (Frz.)*) for each full year of creditable period of employment. The indemnity pay may, however, not to exceed 7 months' pay.

2. In deviation from paragraph 1 above, the following employees will receive a one-time, lump-sum indemnity payment amounting to 3 months' pay (for employees of the U.S. Stationing Forces amounting to 2 months' pay) of their most recent regular earnings (Art. 17 of the *TV AL II/TV AL II (Frz)*): Employees whose employment is terminated by the employer or by written annulment contract for reasons defined in Article 2, paragraph 1, of the *TV Soziale Sicherung* (Art. 2, para 2e) and who, on the day their employment ends—
   - Are at least 40 years old.
   - Have completed a creditable period of employment of at least 10 years.
   - Have been employed full-time for at least 1 year within the meaning of Article 2, paragraph 2a, of the *TV Soziale Sicherung*.
   - Were not offered other reasonably acceptable employment within the meaning of Article 2, paragraph 3, of the *TV Soziale Sicherung*.

3. For employees whose employment ends before October 31 of the calendar year, the indemnity pay in accordance with paragraph 1 or 2 will be increased by 6 1/3 percent of their earnings received during the period between November 1 of the preceding year and the date on which the employee leaves employment within the meaning of appendix W, paragraph 2, of the *TV AL II/TV AL II (Frz).*

4. Employees who have objected to the transfer of their employment in case of an agency transfer in accordance with Article 613a of the *BGB* and whose employment must be terminated for reasons defined in Article 2, paragraph 2, will receive 50 percent of the benefits stipulated in paragraphs 1 and 3.

5. If an employee has already received an indemnity pay pursuant to paragraph 1 or 2, the employment periods before the previous indemnity payment will be disregarded. Provisions in paragraph 3 will not be affected.

6. Employees who reject permanent continued employment offered in accordance with Article 4, paragraph 2a, without a plausible personal reason, or who reject permanent continued employment offered in accordance with paragraph 2b will not be entitled to indemnity pay.

   In addition, there is no entitlement to indemnity pay if the employee has rejected permanent continued employment offered in accordance with Article 4, paragraph 3a, in conjunction with paragraph 3b.

7. No entitlement to indemnity pay exists if the employee was awarded an indemnity pay by court decision or by settlement because of termination of employment.

8. The indemnity payment will be made immediately after employment has ended. No entitlement to an indemnity pay exists as long as there is a legal action pending on the legal effectiveness of the termination action.

ARTICLE 8
PROTECTION FROM TERMINATION OF EMPLOYMENT AND PERSONAL SUPPLEMENT

1. After a creditable period of employment of 15 years, the employment of an employee who has completed 40 years of age can no longer be terminated by the employer by ordinary notice.

2. The protection from termination of employment under paragraph 1 does not apply to terminations of employment for one of the following reasons:

   a) Deactivation of the employing agency.

   b) Relocation of the employing agency outside of the area of applicability of this Tariff Agreement (Federal Republic of Germany).

   c) Discontinuation of the employee's functions for reasons other than those listed in a) and b).

   d) Transfer of the employee's functions in connection with the relocation of his or her employing agency, or transfer of his or her functions to another employing agency within the scope of applicability of this Tariff Agreement (Federal Republic of Germany).

   The periods applicable to ordinary notices must be observed in each of the cases listed in a) through d). This does not apply to paragraph 3b).

3. The protection from termination of employment does not affect the following:

   a) Notice for change in employment conditions.

   b) Extraordinary notice in accordance with section 626 of the *BGB*.

4. a) If an employee who meets the requirements in paragraph 1 was placed in another position for reasons stated in paragraph 2c or 2d, or if he or she accepted a notice for change in employment conditions (para 3a) and his or her basic compensation by tariff for the new job with the same number of workhours is below the assessment limit, he or she is entitled to a personal supplement in accordance with the following provisions.

   b) The assessment limit is the basic compensation an employee would receive after his or her position is downgraded by one wage or salary group in his or her current wage or salary tariff.

   c) In any case, the basic compensation consists of the items established in Article 16, paragraph 1a, of the *TV AL II/TV AL II (Frz.)*, with the exception of subparagraph (7). Only wage or salary components established in the Tariff Agreement will be considered.

5. a) The personal supplement corresponds to the difference between the basic compensation (para 4c) to which the employee is entitled in his or her new job and the assessment limit (para 4b) effective on the date the employee starts his or her new job.

   b) The comparative computation in accordance with paragraph a) will always be based on the workhours established in Article 9, paragraph 1, of the *TV AL II/TV AL II (Frz.)*, and for the period of 1 calendar month.

   The monthly remunerations by tariff which apply to different workhours established in the Tariff Agreement will first be converted to the workhours established in Article 9, paragraph 1, of the *TV AL II/TV AL II (Frz.)*.

   Insofar as components of the basic compensation have been established as hourly rates, they will be multiplied with the monthly number of hours on which the provisions of Article 16, paragraph 3, of the *TV AL II/TV AL II (Frz.)* are based.

c) In addition, the following must be considered for the comparative computation:

(1) For the purpose of determining the pay steps, the provisions of Article 55 of the *TV AL II/TV AL II (Frz.)* will be applied.

(2) The "additional salary groups 4A through 7A" in salary schedule C (Art. 63 of the *TV AL II/TV AL II (Frz.)*) will be considered to be separate salary groups for the purpose of applying the terms "downgrading" and "upgrading."

(3) For managers and assistant managers, the job criteria and compensations established in appendixes H and T of *TV AL II* will constitute a separate salary group each.

(4) The elimination of a leader supplement does not constitute a downgrading of the worker. The comparative computation, however, will include the previous leader supplement in the assessment limit.

d) For part-time employees, the personal supplement computed in accordance with the above provisions will be reduced in the same proportion as the regular workhours of the new part-time employment are reduced compared to the workhours established in Article 9, paragraph 1, of the *TV AL II/TV AL II (Frz.)*.

6. Each increase in the basic compensation resulting from one of the following will be offset against the personal supplement. Paragraph 5b will apply analogously.

- Upgrading.
- Change of tariff.
- Change of employing agency.
- Temporary replacement.
- Appointment as a leader.

7. If, during the further course of employment, an employee is again affected by a reduction in his or her basic compensation within the meaning of paragraph 4a, paragraph 5 will apply with the provision that, in deviation from paragraph 4b, the basic compensation (if applicable, including a personal supplement) which the employee received last will serve as an "assessment limit" for the comparative computation.
If the initial decrease in the employee's basic compensation has, in the meantime, been fully compensated for by the actions listed in paragraph 6, the employee will be treated as if he or she experienced a decrease in the basic compensation for the first time.

ARTICLE 9
FINAL PROVISIONS

1. This Tariff Agreement will become effective on August 1, 1997.

It will apply to notices that are issued on August 1, 1997 or thereafter, to annulment contracts, as well as to changes (Art. 5, para 1) which are agreed on August 1, 1997 or thereafter.

2. This Tariff Agreement may be terminated subject to observation of a 6-month notice period to the end of a calendar month.

Bonn, July 2, 1997

Signatures

Explanations and Implementing Instructions Regarding the
Tarifvertrag vom 2. Juli 1997
über Rationalisierungs-, Kündigungs- und Einkommensschutz
(SchutzTV)
(Tariff Agreement, July 2, 1997, Protection From Rationalization Measures, Termination of Employment, and Income Protection (Protection Agreement))
– As of November 2007 –

Preliminary Remarks

These explanations and implementing instructions reflect the opinion of the *Bundesministerium der Finanzen (BMF)* (Federal Ministry of Finance) and the highest service authorities of the Stationing Forces regarding application of the provisions on protection from rationalization measures, termination of employment, and income protection. The provisions are meant to support the activities and personnel administration offices of the Stationing Forces as well as the authorities of the defense cost administration.

Re Article 1, Personal Scope of Applicability.

(1) The *SchutzTV* applies to employees under the scope of applicability of the *Tarifvertrag vom 16. Dezember 1966 für die Arbeitnehmer bei den Stationierungsstreitkräften im Gebiet der Bundesrepublik Deutschland* (*TV AL II)* (Tariff Agreement of December 16, 1966 for the Employees of the Stationing Forces in the Federal Republic of Germany) (see Art. 1 of this Tariff Agreement). It also applies to employees who fall under the scope of applicability of this Tariff Agreement but who are not members of one of the contracting labor unions, and thus are not subject to the tariff agreement. The *SchutzTV* does **not** apply to employees to whom the provisions of the *TV AL II* apply only by virtue of a reference to this Tariff Agreement, for example, employees under the scope of applicability of the *Tarifvertrag vom 7. Dezember 1984 für die Arbeitnehmer bei den Dienststellen der internationalen militärischen Hauptquartiere (intern. HQ) in der Bundesrepublik Deutschland* (*TV NATO)* (Tariff Agreement of December 7, 1984 for the Employees of Agencies of International Military Headquarters in the Federal Republic of Germany).

(2) In addition, basic requirement for application of the *SchutzTV* is a creditable employment period of at least 2 years.

However, several benefits under this Tariff Agreement will be granted only after a period of employment of more than 2 years. For example, prerequisite for payment of a pay protection in accordance with Article 5, paragraph 3, is a creditable employment period of at least 5 years. For indemnity pay in accordance with Article 7, paragraph 2, (however, not in accordance with paragraph 1), [employees must have completed] at least 10 years of employment, and for protection from termination of employment in accordance with Article 8, paragraph 1, at least 15 years.

The creditable employment period must have been completed with the Stationing Forces of the same Sending State and must meet the requirements of Article 8, paragraphs 1, 2, and 4, of the *TV AL II*.

(3) The employee's employment must be in a permanent position.

The *SchutzTV* applies to employees employed on a temporary basis only if such employment immediately followed permanent employment, which was terminated for reasons listed in Article 2. Application of this Tariff Agreement is precluded if several temporary employments are concluded one after another. The entitlements under this Tariff Agreement will depend on the conditions prevailing on the last day of the temporary employment.

Re Article 2, Non-Personal Scope of Applicability.

(1) This Article will be applied to organizational measures listed in paragraphs 2a through 2e irrespective of whether or not these measures are rationalization measures or measures for military reasons.

(2) "On the initiative of the Stationing Forces" also includes measures directed by higher authorities.

(3) "Employing agency" is the authority which takes important decisions concerning personnel matters independently. It does not matter if individual employer functions have been transferred to a subordinate agency or are reserved for a higher authority. The employing agency is identical with the agency as defined in legal personnel representation provisions.

(4) Prerequisite for application of this Article in accordance with paragraph 2c in case of a "relocation of the employing agency" is the relocation of the agency to a foreign country or to a community that is more than 60 km (beeline from town center to town center) from the community where the agency has been located so far.

This Article does not apply if the agency is relocated within the commuting area. The employees keep their jobs. Notices for change in employment conditions may have to be issued; however, they do not evoke any entitlements in accordance with the *SchutzTV*.

(5) This Article will also apply in case of the deactivation or relocation of individual installations or parts of the employing agency (para 2d).

(6) If the entire employing agency will not be deactivated or relocated—in particular in the case of paragraph 2d—a selection has to be made among those employees whose employment has to be terminated as a result of the organizational measure. In doing so, the social aspects pursuant to section 1 of the *Kündigungsschutzgesetz (KSchG)* (Law on Protection from Termination of Employment) have to be considered. This can result in a situation where the employment of an employee whose job is not directly affected by the organizational measure must be terminated because he or she is granted less protection than another employee whose job is directly affected. This employee is also entitled to benefits in accordance with this Tariff Agreement provided he or she meets the personal requirements.

(7) In accordance with section 613a of the *Bürgerliches Gesetzbuch (BGB)* (German Civil Code), employment may not be terminated **because of** transition of the agency.

The employee may object to the transition of his or her employment to the contractor. In this case, his or her employment continues with the Forces for the time being. If the employee's employment has to be terminated because of a lack of placement opportunities, such a termination will be considered as a termination for the reasons listed in paragraph 2. Consequently, the employee is entitled to benefits in accordance with this Tariff Agreement (see explanations re Art. 7, para 4).

Re Article 3, Works Councils.

The works council participation rights ensue from the *Bundespersonalvertretungsgesetz* (*BPersVG*) (Federal Personnel Representation Law) in accordance with the provisions as specified in the Protocol of Signature re Article 56, paragraph 9, of the Supplementary Agreement to the NATO Status of Forces Agreement.

If employment is terminated by an annulment contract, there is no obligation for works council participation.

Re Article 4, Placement Rights.

Re Article 4, paragraph 1.

(1) The employee "loses" his or her job on receipt of the notice letter.

(2) The placement right arises when the notice letter is received. In order to be granted placement rights, employees must meet the personal requirements established in Article 1, paragraph 1.

(3) If an employee is offered a job in application of the *KSchG* before receipt of the notice letter, and if the employee rejects this offer, this will not result in the consequences stipulated in Article 4, paragraph 2e, or Article 7, paragraph 6. The employee takes the risk, however, that this job will be filled and thus no longer be available when he or she receives the notice letter.

(4) If the value of a job changes as a result of an organizational measure (Art. 2, para 2), the employee is first of all entitled to another job that is of equal value as the previous one. Only if such a job is not available is he or she entitled to a reasonably acceptable job of lower value, and thus possibly to his or her previous job. The entitlement to a job of equal value ceases to exist when the employee has concurred to continued employment in his or her previous job or in another reasonably acceptable job.

(5) A job is "available" if filling or renewed filling of a job is authorized in accordance with the internal regulations or policies of the Stationing Forces.

"Available until expiration of the notice period" means that the job must be vacant and available to be filled at the latest on the last day before the expiration of the notice period.

(6) The employee is also entitled to a job if the job is available only for temporary continued employment. As far as placement rights are concerned, no distinction will be made between permanent and temporary continued employment. However, rejection of an offer for temporary continued employment will not result in forfeiture of entitlements deriving from Article 7 (see Art. 7, para 6).

On expiration of the temporary employment, the employee again is entitled to benefits in accordance with this Tariff Agreement (see Art. 1, para 2).

(7) The employee is entitled to a job only if he or she is qualified for it. This decision rests with the Stationing Forces.

Normally, it can be assumed that the qualifications are met if the duties required for the available job correspond to the previous duties. Review of the qualifications can also extend to other technical aspects, for example, health or security requirements.

(8) The Tariff Agreement does not entitle the employee to have a job vacated for him or her.

(9) The provisions of this Tariff Agreement also apply to part-time employees; however, they are not entitled to a full-time job (see explanations (2) re Art. 4, para 5).

Re Article 4, paragraph 2.

(1) When judging the equal value of a position, only the amount of the wage or salary per schedule of the new and the former position has to be considered (see definition in para 4a). In this respect, it is irrelevant whether or not the employee, in his or her former position, was entitled to a higher wage for extended workhours (see explanations (1) re Art. 4, para 4). Also, a possible loss of other pay components (for example, abolishment of the leader supplement) does not have a bearing on the equal value.

The same applies to judging what is reasonably acceptable (see definition in para 4b). The job criteria of the new job do not play a role as far as the equal value issue is concerned or what is reasonably acceptable or not; however, they will play a role as far as an employee's qualifications for this job are concerned.

(2) The employee is entitled to an offer for a second job of equal value only if he or she had a plausible personal reason for rejecting the first offer. Such personal reasons could be—

- Distance from place of residence combined with inconvenient public transportation.
- Inconvenient workhours.
- Poorly reconcilable with Family situation.

The requirements regarding the plausibility of the reasons may not be too high, all the more since the employee, when rejecting a job of equal value, takes the risk that a second job of equal value—and possibly a reasonably acceptable job—is not available.

(3) Employees who reject a job of equal value in accordance with para 2a will not be entitled to a reasonably acceptable job (see Art. 7, para 6). Reasonably acceptable jobs must be offered only if a job of equal value is not available at all or if the employee rejects a job of equal value for a plausible personal reason and another job of equal value is not available.

If the employee rejects a reasonably acceptable job, and if there are more reasonably acceptable jobs available, these jobs have to be offered as well, however, not to exceed a total of four offers. The offer of reasonably acceptable jobs does not eliminate the entitlement to an available job of equal value in accordance with paragraph 2a or 2b.

Employees who accepted a job offer will no longer be entitled to further offers.

(4) Unreasonably acceptable jobs (those jobs with a decrease in wage or salary per schedule of more than 20 percent) do not need to be offered. Employees who are placed in such a job based on their own request will not be entitled to pay protection in accordance with this Tariff Agreement.

(5) The employee has no placement right to a job of higher value.

(6) The offer within the meaning of paragraphs 2a through 2c includes all available jobs with the previous agency or with other agencies of the same Sending State—including NAF activities etc.—within the commuting area (see definition in para 4d).

The provision in paragraph 2d limits the placement right geographically. Within these limits, there are no local priorities. The employee is not entitled to a job offer at a location of his or her choice within the commuting area.

Re Article 4, paragraph 3.

(1) An available job outside the commuting area will be offered only if the employee explicitly desires this. However, such an offer is limited to—

- The location indicated by the employee.
- A job of equal value.
- A job with the same service or organization.
- [**Translator's Note:** This item does not apply to the U.S. Forces and has not been translated.]

The employee's entitlement to have his or her request for a certain location considered will not apply to job offers within the commuting area in accordance with paragraph 2d.

(2) The extent of the relocation benefits to be granted to the employee (reimbursement of travel expenses, reimbursement of moving expenses, separation allowance) is governed by the guidelines established by the highest authorities of the Stationing Forces**.**

(3) The offer for a job of equal value outside the commuting area at a location as indicated by the employee excludes further job offers within the commuting area.

(4) Rejection of this job offer will also exclude the entitlement to indemnity pay in accordance with Article 7, unless the employee has "important, personal reasons" for the rejection. Strict requirements have to be applied to the importance of these reasons.

Re Article 4, paragraph 4.

(1) The determination of whether or not a job offered is of equal value as compared to the previous job or reasonably acceptable will be based exclusively on a comparison of the tariff rates per schedule**.**

(2) The provisions of Article 55 of the *TV AL II* will **not** be used for the comparison.

- When comparing rates of a wage schedule without steps with the rates of a salary schedule, the rate of the end step of this salary schedule will be relevant.

- When comparing rates of a salary schedule with the rate of a wage schedule without steps, the rate of the step reached so far will be relevant.

- When comparing rates with different steps, the rates of the end step of both schedules will be relevant.

(3) As a rule, the commuting area is determined based on the location of the previous permanent duty station.

A radius of 60 km has to be drawn around the center of this community. All agencies in communities that have their centers located in this circle are included in the commuting area even if the agency itself is located outside of the circle because the community extends beyond the edge of this circle.

Only if the employee's place of residence is not located in the circle described above, and if the employee does not select the commuting area described above within 1 week after receipt of the termination notice, will the commuting area be determined as being the circle around the employee's place of residence**. The employee must be informed about his or her right to choose when he or she is issued the notice.** Employees who reserve the right to make a decision later will not receive a placement offer during the 1-week period reserved for consideration.

In any case, only **one** circle with a radius of 60 km will be the commuting area, either around the previous permanent duty station (normal case) or around the employee's place of residence (exception).

Re Article 4, paragraph 5.

(1) Full-time employees will be offered full-time positions again. However, employees who previously worked extended workhours do not need to be offered a position with extended workhours again.

(2) There is no specific stipulation concerning job offers for part-time employees. However, based on paragraph 5, they are not entitled to a full-time position. They have to be offered positions with workhours that approximately correspond to their previous workhours.

Re Article 4, paragraph 6.

(1) Compelling operational reasons withstanding placement in a job which would require on-the-job training of the employee are, for example, a job profile requiring full performance of this job from the very beginning.

(2) Based on paragraph 6c, the conclusion of a temporary employment contract for on-the-job training is not permissible.

Re Article 5, Pay Protection.

Re Article 5, paragraph 1.

(1) Prerequisite for pay protection in accordance with Article 5 is an organizational measure within the meaning of Article 2, paragraph 2 or 3, which requires placement in another job in accordance with Article 4 or reclassification in the previous job.

There is no entitlement to pay protection if the previous income (basic pay) is in fact not reduced. A fictitious reduction in pay, which would result only from a conversion of the new basic pay on the basis of the previous regular workhours, will not be offset. The conversion of the new basic pay to the previous regular workhours is provided for only when the pay protection supplement is **computed** in accordance with paragraph 2a. The conversion requires that, first, a reduction in basic pay in accordance with paragraph 1 (without conversion) is determined.

(2) Normally, placement outside the commuting area does not effect the entitlement to pay protection.

An obligation for placement outside the commuting area exists only in case of Article 4, paragraph 3, but only to a position of equal value. In these cases, a decrease in the basic compensation is conceivable only if other compensation components are simultaneously lost (see explanations (4) re Art. 5, para 2).

(3) An employee who has accepted an offer for temporary continued employment (see explanations (6) re Art. 4, para 1) and meets the other requirements is also entitled to pay protection.

(4) If the employee is entitled to both the pay protection supplement and the personal supplement in accordance with Article 8, the personal supplement will be computed first and thereafter, the pay protection supplement.

Re Article 5, paragraph 2.

(1) The comparative computation will be done on the basis of the previous regular workhours in accordance with Article 9, paragraph 1, of the *TV AL II*.

There will be no conversion of wage or salary per schedule applicable to different regular workhours. The monthly pay established for the workhours listed in the respective header of the pay schedules will be treated as monthly pay for workhours established in accordance with Article 9, paragraph 1.[1*]

(2) For part-time employees, the part-time agreed on in the individual contract will be used instead of the agreed workhours in accordance with Article 9, paragraph 1.

(3) If previously extended workhours applied to the employee in accordance with Article 9, paragraph 2, of the *TV AL II*, that part of the basic compensation covering the extended workhours will not be considered for the comparative computation.

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1 The tariff entitlement to the pay protection supplement may not be reduced by this. If the employee is placed in a position where he or she is entitled to pay per schedule applicable to longer workhours than his or her previous workhours, it must be reviewed on an individual basis whether or not the conversion will yield a more advantageous result for the employee.

(4) If an employee will be regraded in the new position into a salary tariff with steps, Article 55 of the *TV AL II* will have to be applied. Often, this will help avoid falling below or falling minimally below the previous basic compensation.

On the other hand, the loss of previously granted allowances or supplements that are part of the basic compensation may result in a situation where the loss [of allowances and supplements]and thus also the pay protection supplement are higher than what was discerned in the comparison of schedule rates in accordance with Article 4, paragraph 4.

(5) Increases in the basic compensation within the meaning of Article 8, paragraph 6, will be first offset against the personal supplement. Such increases will be offset against the pay protection supplement only if offsetting against the personal supplement is not or no longer possible. Other increases in basic compensation will be offset only against the pay protection supplement.

Increases in the basic compensation that have to be offset against the pay protection supplement also include general tariff increases (exception, see para 3b). Whether or not a one-time payment has to be offset will depend on what has been agreed on in connection with the one-time payment.

(6) Increases in the basic compensation that are exclusively based on a change in the establishment of the workhours will not be considered.

Re Article 5, paragraph 3.

(1) The employment period that is decisive for pay protection and for the period of payment must have been completed at the time the change occurs, that is on the effective date of the action.

(2) Employees who have not yet completed an employment period of 5 years will not acquire the entitlement to payment of the supplement. The period of entitlement will not be extended if the employment period required for a longer period of payment is completed only during the period the pay protection supplement is being paid.

(3) Apart from completion of an employment period of 20 years, completion of age 55 is a prerequisite for the indefinite payment of the pay protection supplement. For these employees, general tariff increases will not be offset for a period of 5 years.

If, by application of Article 46, paragraph 1b, of the *TV AL II*, an employee is employed, by way of exception, beyond age 65, general tariff increases will also have to be offset.

Re Article 5, paragraph 4.

The rejection of higher level duties for which the employee is qualified will work to the detriment of his or her pay protection.

Re Article 6, Release for Vocational Training Measures.

Re Article 6, paragraph 1.

No special tariff provisions were established concerning internal training measures (developmental training programs of the Stationing Forces). The administrative regulations of the Forces will apply.

Re Article 6, paragraph 2.

(1) Prerequisite for the release for participation in external training measures is that operational reasons are not withstanding. If a request for release has to be declined, the operational reasons should be documented in writing in case of litigation.

(2) Another prerequisite is that the loss of the job is certain for reasons listed under Article 2, and that any of the following apply:

● The employee has already received his or her notice.

● The employee has not yet received the notice but the selection of the employees whose employment has to be terminated has been made and he or she is one of them.

● An annulment contract was concluded with the employee.

(3) Release in accordance with paragraph 2a is a **release without pay**. A release will be granted provided the training measure is a vocational advanced training measure within the meaning of section 77 of the *SGB III*, which is recognized and sponsored by the *Arbeitsamt* (labor office), and carried out full-time. The *Arbeitsamt* supports the measure by payment of unemployment benefits in accordance with section 124a of the *SGB III*.

In addition to the unemployment benefits evidenced by the *Arbeitsamt* notification, the employee will receive a supplement up to the amount of the compensation on which the computation of the unemployment benefits is based. Following the deduction of the amounts of exemption listed in section 141, paragraph 4, of the *SGB III*, the *Arbeitsamt* will offset these employer benefits against the unemployment benefits.

Property accrual payments and contributions to the group life insurance will be continued.

(4) Release in accordance with paragraph 2a is not limited in time. A limitation will result from the duration of the training measure or the end of the employment.

(5) Release in accordance with paragraph 2b is a **release with pay**. In this case, financial support of the measure by the *Arbeitsamt* is not a prerequisite. However, the *Arbeitsamt* must consider the measure to be “promotive”, that is, necessary or at least useful.

(6) Release in accordance with paragraph 2b does not need to be for a continuous period. Depending on the type of training measure, the release may be required periodically or by the hour. The total period for the release in accordance with paragraph 2b is limited to the regular workhours per month applicable to the employee (= weekly workhours x 13 : 3).

(7) Release with pay in accordance with paragraph 2b is also possible for participation in a vocation promoting measure provided by Government-commissioned institutes or for probationary employment with another employer.

(8) Cross-border commuters may also be released for participation in vocational training measures in their country of residence. In this case, paragraph 2a is not applicable unless the labor administration of the cross-border commuter’s country of residence will grant a payment comparable to the unemployment benefits.

(9) The placement rights will be suspended during the time the employee is released from duty. However, this does not preclude that he or she will be made an offer within the meaning of Article 4 during this time as well. Rejection of such a job offer does not work to the disadvantage of the employee.

Re Article 7, Indemnity Payments.

Re Article 7, paragraph 1.

(1) Employees will receive indemnity pay if, due to an organizational measure (Art. 2, para 2), their employment was terminated by the employer or by an annulment contract. If the employee terminates the employment, he or she will not be entitled to indemnity pay.

(2) No entitlement to indemnity pay exists if the employment ends for other reasons (for example, in case of death or in the cases listed under Art. 46 of the *TV AL II*) before expiration of the notice period or the date agreed on in the annulment contract.

(3) The personal requirements in accordance with Article 1 (completion of age 21 and 2 years of employment) must have been fulfilled on the last day of the employment at the latest.

(4) The regular earnings in accordance with Article 17 of the *TV AL II* based on the conditions prevailing on the last day of employment will serve as the basis for computing the indemnity pay. Provided it is not a case in accordance with paragraph 2, the indemnity pay will amount to 1/3 of the regular monthly earnings per year of employment; it is limited to a maximum of 7 monthly earnings. The maximum amount will be paid after completion of a creditable period of employment of 21 years with the Stationing Forces of the same Sending State.

Only full years of employment will be considered for the computation.

The indemnity pay will be increased by the amount in accordance with paragraph 3 (see explanations (1) re Art. 7, para 3).

Re Article 7, paragraph 2.

(1) Employees who meet the requirements of paragraph 2 will in principle also be entitled to benefits under the *TV Soziale Sicherung*, unless they fulfill the requirements for retirement pay. In these cases, the indemnity pay of 3—in the U.S. area, 2—monthly earnings must be considered to be an additional benefit granted by the employer in addition to the payments made by the Federal Republic of Germany.

For the application of this provision, it will be immaterial whether or not the employee actually receives or can receive a transition allowance.

(2) A reasonably acceptable assignment within the meaning of Article 2, paragraph 3, of the *TV Soziale Sicherung* is also possible outside the commuting area (Art. 4, para 4d).

(3) The indemnity pay in accordance with paragraph 2 will also be increased by the amount in accordance with paragraph 3 (see explanations (1) re Art. 7, para 3).

Re Article 7, paragraph 3.

(1) The increase is also an "indemnity pay." Reference to appendix W, paragraph 2, of the *TV AL II* is made for the indemnity-pay computation only.

(2) Employees who leave employment during the period November 1 through December 31 of a year are not entitled to the increased amount in accordance with paragraph 3.

Re Article 7, paragraph 4.

(1) An employee who has objected to the transfer of his or her employment to the contractor and whose employment consequently has to be terminated for operational reasons is entitled to indemnity pay just like other employees and under the same conditions.

(2) For these employees, the amount of the indemnity pay computed in accordance with paragraphs 1 and 3 will be reduced by 50 percent.

The indemnity pay in accordance with paragraph 2 will not apply to these employees because the employment does not end for the reasons listed in Article 2, paragraph 1, of the *TV Soziale Sicherung*.

Re Article 7, paragraph 5.

The provision precludes that periods of employment are considered twice for indemnity pay in accordance with this Tariff Agreement. This could be the case if periods of employment that have already resulted in an indemnity pay in accordance with Article 8, paragraph 2, of the *TV AL II* are considered again to be part of the creditable period of employment following reappointment.

Re Article 7, paragraphs 6 and 7.

(1) Reasons for excluding payment of an indemnity pay are:

● Rejection of an offer of a position of equal value or—if the employee had a plausible personal reason for the rejection—the rejection of another offer of a position of equal value within the commuting area.

● Rejection of a position of equal value offered outside the commuting area based on the employee's request and with the commitment for payment of relocation benefits unless the employee had "important personal reasons" for this rejection (see explanations (4) re Art. 4, para 3).

● Award of an indemnity due to termination of employment by court decision or by settlement. The amount of this indemnity is not significant. A different term used for this benefit in the court decision or in the settlement ("severance pay", "lump sum payment", or something similar) does not make any difference.

(2) The rejection of a job offer in accordance with Article 4, paragraph 2c (reasonably acceptable position), does not result in an exclusion from payment of an indemnity.
The same is true for the rejection of an offer for temporary continued employment.

Re Article 7, paragraph 8.

Prerequisite for the entitlement to an indemnity pay is the termination of employment. No indemnity will be paid as long as the termination of employment is not final and conclusive.

Re Article 8, Protection from Termination of Employment and Personal Supplement.

Re Article 8, paragraph 1.

The creditable period of employment must have been served, in accordance with Article 1, paragraph 3, with the Stationing Forces of the same Sending State. Only periods served without interruption or considered served without interruption in accordance with Article 8, paragraphs 2 and 4, of the *TV AL II* will be considered.

Periods that are considered as periods of service by act of law (particularly by the *Arbeitsplatzschutzgesetz* (Job Protection Law); *Soldatenversorgungsgesetz* (Soldiers Benefits Law), or *Mutterschutzgesetz* (Law on Protection of Employed Mothers) will be counted.

Re Article 8, paragraph 2.

(1) According to case law established by the *Bundesarbeitsgericht* (Federal Labor Court), "discontinuation of the employee's functions" may not be equated with "abolishment of the job" or "abolishment of the position." Functions must be understood to mean all of the duties performed **by employees** within their functional area, for example, elimination of the carpenter work of a shop, however, not the abolishment of one or several carpenter positions.

(2) If it is no longer possible to terminate an employee by ordinary notice, it might still be possible to issue an extraordinary notice. However, before issuing an extraordinary notice for operational reasons, all of the other options have to be considered (termination of employees with less social protection, reassignment with or without notice for change in employment conditions).

Re Article 8, paragraph 3.

It is also possible to issue a long-term employee a notice for change in employment conditions. For example, a notice for change in employment conditions is a possibility if the value of the employee's position changes.

Re Article 8, paragraph 4.

(1) Prerequisite for the entitlement to a personal supplement is that the employee's functions has been discontinued or transferred, **or** that the employee has accepted a notice for change in employment conditions, **and** that he or she was placed in another job with a basic compensation which is below the assessment limit.

(2) There is no entitlement to a personal supplement if the employee lost his or her previous job due to deactivation of his or her employing agency or its relocation outside Germany, and he or she did not accept a notice for change in employment conditions.

(3) A placement outside the commuting area (Art. 4, para 4d) does not preclude the entitlement to a personal supplement.

(4) The assessment limit is the amount of the basic compensation that would be obtained in case of a fictitious downgrading by one group in the employee's previous tariff in consideration of the provisions of paragraph 5c to be observed in individual cases.

Re Article 8, paragraph 5.

(1) The comparative computation will be done irrespective of the provisions of Article 5. Basis for the comparative computation are the monthly earnings that would apply to the weekly workhours (= regular workhours) applicable in accordance with Article 9, paragraph 1, of the *TV AL II*.
There will be no conversion of pay per schedule applicable to different regular workhours. The monthly pay established for the workhours listed in the respective header of the pay schedules will be treated as monthly pay for workhours established in accordance with Article 9, paragraph 1.[2*]

(2) The assessment limit for a leader will be determined in accordance with paragraph 5c(4) in such a way that, first of all, the basic compensation (without leader supplement) will be determined in case of a fictitious downgrading by one wage group and then the previous leader supplement will be added.

(3) For part-time employees, the comparative computation will also be done on the basis of the regular workhours. The subsequent reduction of the personal supplement in accordance with paragraph 5d is in line with the provision in Article 16, paragraph 2b, of the *TV AL II*.

Re Article 8, paragraph 6.

(1) A temporary increase in the basic compensation or an increase in the basic compensation for a limited period (for example, supplement for filling in as a temporary replacement) will be offset only for the period during which the increased amount is being paid.

This applies analogously to a one-time payment if the agreement on such a payment provides for its consideration as a component of the basic compensation.

(2) The increase in the basic compensation will be offset only by the amount resulting from the conversion in accordance with paragraph 5b, if any.

(3) Other than in the case of Article 5, paragraph 4, the employee may decline acceptance of a position of higher value without this having a negative effect on his or her personal supplement unless the decline constitutes an abuse of law.

Re Article 8, paragraph 7.

(1) In case of a second action within the meaning of paragraph 4a, the assessment limit will not be determined again by a fictitious downgrading by one group (exception, see explanations (3)). Instead, the assessment limit is the employee's last basic compensation including a personal supplement, if applicable.

(2) The "original reduction in the basic compensation" is only then balanced when the personal supplement is absorbed and the reduction that results from the fictitious downgrading is balanced by offsetting of the pay increases within the meaning of paragraph 6.

(3) In case of a renewed action within the meaning of paragraph 4a, the assessment limit will be determined again by a fictitious downgrading after the original reduction in the basic compensation is balanced completely.

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2 The tariff entitlement to the pay protection supplement may not be reduced by this. If the employee is placed in a position where he or she is entitled to pay per schedule applicable to longer workhours than his or her previous workhours, it must be reviewed on an individual basis whether or not the conversion will yield a more advantageous result for the employee.

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

The Federal Republic of Germany
represented by the *Bundesminister für Wirtschaft und Finanzen*
(Federal Minister of Economics and Finance)
– in agreement with the highest authorities of the
Stationing Forces –

on one side

and

the *Gewerkschaft Öffentliche Dienste, Transport und Verkehr*
(Labor Union for Public Service, Transportation, and Traffic)
– Main Executive Board –

the *Industrie Gewerkschaft Metall für die Bundesrepublik Deutschland*
(Industrial Union of Metal Workers for the Federal Republic of Germany)
– Executive Board –

the *Gewerkschaft Nahrung-Genuß-Gaststätten*
(Labor Union for Food and Restaurant Workers)
– Main Administrative Office –

the *Industrie-Gewerkschaft Druck und Papier*
(Industrial Union for Printing and Paper)
– Main Executive Board –

for salaried employees and wage earners

as well as

the *Deutsche Angestellten-Gewerkschaft*
(German Union for Salaried Employees)
– Federal Executive Board –

for salaried employees

on the other side

have stipulated the following Tariff Agreement:

Abbreviations:

AFG	*Arbeitsförderungsgesetz* (Law on Benefits and Responsibilities for Employment Protection and Promotion of Economic Growth (Employment Promotion Law).
KSch TV	*Tarifvertrag vom 16. Dezember 1966 für die Arbeitnehmer bei den belgischen und bei den US-Stationierungsstreitkräften im Gebiet der Bundesrepublik Deutschland* (Tariff Agreement of December 16, 1966 for the Employees of the Belgian and U.S. Stationing Forces in the Federal Republic of Germany).
RVO	*Reichsversicherungsordnung* (*Reich* Insurance Code).
TV AL II	*Tarifvertrag vom 16. Dezember 1966 für die Arbeitnehmer bei den Stationierungsstreitkräften im Gebiet der Bundesrepublik Deutschland* (Tariff Agreement of December 16, 1966 for the Employees of the Stationing Forces in the Federal Republic of Germany).
TV AL II (Frz.)	*Tarifvertrag vom 16. Dezember 1966 für die Arbeitnehmer bei den französichen Stationierungsstreitkräften im Gebiet der Bundesrepublik Deutschland* (Tariff Agreement of December 16, 1966 for the Employees of the French Stationing Forces in the Federal Republic of Germany).
TV B II	*Tarifvertrag vom 30. Januar 1968 für die bei den Dienststellen, Unternehmen und sonstigen Einrichtungen der alliierten Behörden und der alliierten Streitkräfte im Gebiet von Berlin beschäftigten Arbeitnehmer* (Tariff Agreement of January 30, 1968 for the Employees of the Agencies, Enterprises, and Other Institutions of the Allied Authorities and the Allied Forces in the Territory of Berlin).

For explanations and guidelines regarding the TV Soziale Sicherung, see page 250.

ARTICLE 1
APPLICABILITY

This Tariff Agreement applies to employees who, on the day of their separation, fall under the applicability of the *Tarifvertrag vom 16. Dezember 1966 für die Arbeitnehmer bei den Stationierungsstreitkräften im Gebiet der Bundesrepublik Deutschland (TV AL II)* (Tariff Agreement of December 16, 1966 for the Employees of the Stationing Forces in the Federal Republic of Germany) and the *Tarifvertrag vom 16. Dezember 1966 für die Arbeitnehmer bei den französichen Stationierungskräften im Gebiet der Bundesrepublik Deutschland* (*TV AL II (Frz.*)) (Tariff Agreement, French Forces) and meet the eligibility requirements established in Article 2.
When reference is made in this Tariff Agreement to provisions of the *TV AL II* or the *Tarifvertrag vom 16. Dezember 1966 für die Arbeitnehmer bei den belgischen und bei den US-Stationierungskräften im Gebiet der Bundesrepublik Deutschland (KSch TV)* (Tariff Agreement of December 16, 1966 for the Employees of the Belgian and U.S. Stationing Forces in the Federal Republic of Germany), provisions will apply as in effect on conclusion of this agreement. This also holds true for employees whose working conditions are regulated according to the *TV AL II (Frz.)*.

Note for the Record.
TV AL II and the *KSch TV* provisions that are referenced by this Tariff Agreement are enclosed in the Agreement as in effect the date the Agreement became effective.

ARTICLE 2
ELIGIBILITY REQUIREMENTS

The following employees will be entitled to benefits under this Tariff Agreement: Employees who—

1. Are separated because of a reduction in force because of a—

    a) Reduction in troop strength.

    b) Deactivation of agencies or units or their relocation outside the commuting area of the current permanent duty station provided that the action has been ordered by the highest service authority for military reasons.

2. At the time of separation—

    a) Have been employed full-time for at least 1 year.

    b) Have completed a minimum of 5 years of employment as defined in Article 8 of the *TV AL II* or *TV AL B II* and are at least 40 years old.

    c) Have had their permanent residence within the area of applicability of the *TV AL II* or the *TV AL B II* for the last 5 years.

    d) Do **not** meet the requirements for receipt of retirement pay or early retirement pay from the statutory pension insurance.

3. Have not been offered a reasonably acceptable assignment within the area of applicability of the *TV AL II*. Any other assignment within the meaning of Article 1, paragraph 3, and following paragraphs of the *KSch TV* for employees with the U.S. and Belgian Stationing Forces of December 16, 1966 is considered reasonably acceptable, regardless of whether or not the employee falls under the applicability of the *KSch TV*.

Note for the Record re Paragraph 1b.

1. "Highest Service Authority" is defined as the highest headquarters of the Stationing Forces located in the Federal Republic of Germany, which is administratively responsible for the employing agency of the separated employee.

2. The definition of the previous "permanent duty station" is based on appendix R, part I, paragraph 2, in conjunction with part I, paragraph 4b(2), of the *TV AL II*.

3. The "commuting area" includes all municipalities from where the shortest traveling distance to the previous permanent duty station (town center to town center) does not exceed 60 kilometers. The provisions of appendix R, part I, paragraph 4c(1), of the *TV AL II* will apply analogously.

Note for the Record re Paragraph 2a.

Employees whose contractual regular weekly workhours exceed 21 hours are considered to be "full-time employees."

Note for the Record re Paragraphs 2b and c.

Temporary employment in France (November 1, 1950 – March 31, 1967) of members of Civilian-Support groups of the U.S. Forces will be considered as periods of employment with permanent residence in the area of applicability of the *TV AL II*.

Note for the Record re Paragraph 2d.

The following payments will be considered equivalent to retirement pay or early retirement pay from the statutory pension insurance for employees who are exempt from mandatory coverage through the statutory pension insurance:

a) Life insurance payments.

b) Payments from a public insurance or pension carrier for a professional group.

ARTICLE 3
INTEGRATION

1. A separated employee should be reintegrated into the employment process as soon as possible.

2. It is the obligation of the employee to register with the *Arbeitsamt* (labor office) as seeking employment immediately after receipt of the notice of termination, and as unemployed after separation.
   To the extent required for reintegration in employment, an employee will participate in professional developmental training based on the *Arbeitsförderungsgesetz (AFG)* (Employment Promotion Law) (sec 33 and following, *AFG*, Professional Development and Retraining.)

3. The German Federal Government will make efforts to afford separated German employees appointment priority in the Federal Service. This will also apply to employees who, on the day of their separation, have not reached 40 years of age. Furthermore, the Federal German Government will make efforts to achieve that German employees will be given priority consideration by other public service employers to the extent possible.

ARTICLE 4
TRANSITION ALLOWANCE

1. The transition allowance will be paid in addition to—

   a) Earnings from other employment outside the Stationing Forces.

   b) Benefits from the *Bundesanstalt für Arbeit* (Federal Labor Agency) in case of unemployment or participation in professional developmental programs (for example, unemployment benefits, unemployment assistance, or subsistence allowance.)

   c) Sick pay from the statutory health insurance in case of unfitness for work resulting from sickness or in addition to injury pay from the statutory accident insurance in case of unfitness for work resulting from an on-the-job accident.

2. a) (1) The computation of the transition allowance [granted] in addition to benefits from the *Bundesanstalt für Arbeit* (para 1b) will be based on the full amount of unemployment benefits or the subsistence allowance in cases of section 44, paragraph 4, [and] sections 115, 121, 123, 126, and 233, paragraph 2, of the *AFG*. This will apply analogously to unemployment assistance.

   (2) For periods of unemployment during which the employee does not qualify for unemployment assistance merely because he or she is "not in need of support" within the meaning of section 134, paragraph 1, subparagraph 3, of the *AFG*; payment of the transition allowance previously paid in addition to unemployment benefits will continue for up to a total of 52 weeks within the period of entitlement in paragraph 5, but not longer than the end of the period of entitlement.

   b) For periods of unfitness for work due to sickness or an on-the-job accident (para 1c)), the transition allowance will be paid in addition to sick or injury pay for up to a total period of 12 weeks within 1 calendar year, but not longer than the end of the period of entitlement in paragraph 5.

3. a) (1) The basis for the assessment of the transition allowance paid in addition to earnings from other employment (para 1a) will be the basic tariff compensation in accordance with Article 16, paragraph 1a, of the *TV AL II*, to which the employee was entitled at the time of separation for a full calendar month based on his or her contractual regular workhours (conversion formula: regular weekly workhours x 13 : 3).
   For employees whose contractual regular workhours varied during the last 6 months preceding separation, "the contractual regular workhours at the time of separation" will be the mathematical average of the last 26 weeks of employment.

   (2) In the calendar years following the year of separation, the basis for the assessment will increase each time by the same percentage rate by which the pensions from the statutory pension insurance are being adjusted by law because of changes to the general basis for assessment (sec 1255, para 2, and sec 1272, of the *Reichsversicherungsordnung (RVO)* (*Reich* Insurance Code)).

b) The basis for the assessment of the transition allowance paid in addition to benefits from the *Bundesanstalt für Arbeit* (para 1b) and the statutory health and accident insurance (para 1c)) will be the basis for the assessment specified in a) above reduced by the statutory pay deductions. For the fictitious computation of income tax and social-security-insurance contributions, the tax and social-security-insurance criteria applicable to the employee at the time of the transition allowance payment will be considered, not to include, however, tax exemption amounts entered on the employee's tax card.

4. The transition allowance will be paid in the following amounts:
During the first year after the end of employment: 100 percent
From the second year on: 90 percent
of the difference between the basis for assessment (para 3a) or b)) and the benefits in paragraphs 1 and 2.

Transition allowances paid in addition to payments made by the *Bundesanstalt für Arbeit* or the statutory health or accident insurance carrier will be increased by the amount needed to cover income tax.

5. a) The following employees will receive the transition allowance in accordance with paragraphs 1 through 4 without time limit: Employees who, on the day of separation, have completed—
- 20 years of employment (Art. 8 of the *TV AL II*, or the *TV B II*) and reached 55 years of age.
- 25 years of employment (Art. 8 of the *TV AL II*, or the *TV B II*) and reached 50 years of age.

b) Employees not covered in a) above will, following the end of employment, receive the transition allowance in accordance with paragraphs 1 through 4 if they meet the following requirements on the day of separation:

Verified minimum period of employment (Art. 8 of the *TV AL II* or the *TV B II*) of—	and years of age reached	Maximum period of transition allowance payment
10 years	40 years	2 years
10 years	45 years	3 years
10 years	50 years	4 years
15 years	40 years	3 years
15 years	45 years	4 years
15 years	50 years	5 years

Note for the Record re Paragraph 1a.
The requirement "other employment" will only be considered fulfilled if the contractual regular weekly workhours exceed 21 hours.

ARTICLE 5
OFFSETTING OTHER PAYMENTS

Benefits other than the ones specified in Article 4, paragraph 1, to which the employee is entitled during the periods of transition allowance payment will be offset against the transition allowance. Benefits that will be offset against the transition allowance include benefits from—

a) The former or a new employer.

b) A social-security insurance or social-benefit carrier.

c) Other public funds.

Child allowances under the *Bundeskindergeldgesetz* (Federal Child Allowance Law), social-benefit-carrier payments, and other public-fund payments which depend on the recipient's income will not be offset.

The employee is required to claim any benefits due him or her from a third party. The employee will immediately inform the authority responsible for transition allowance payment of the request filed, decisions on his or her claim, and all approved benefits.

ARTICLE 6
PREMIUM SUPPLEMENT FOR CONTINUATION OF ADDITIONAL INSURANCE AS INDIVIDUAL POLICY

Employees who continue their additional insurance in accordance with Article 39 of the *TV AL II* or the *TV AL II* (*Frz.*) as an individual life-insurance policy will, in addition to the transition allowance, receive a premium supplement from the second year following the end of employment.
The supplement will amount to 10 percent of the transition allowance paid during the premium period, but will not exceed 100 percent of the insurance premium.

ARTICLE 7
REQUEST AND PAYMENT

1. The transition allowance (Art. 4) and the premium supplement for the additional insurance continued as individual life-insurance policy (Art. 6) will be granted only on request.

2. The request must be filed immediately with the defense cost office responsible for paying the employee before his or her separation; forms needed for the request will be available from the defense cost office.

3. a) The transition allowance will be paid at the end of a month for the preceding month. The employee will submit proof (form) showing his or her creditable income for the preceding month (Art. 4, para 1, and Art. 5) to the paying defense cost office not later than the 10th of each month.

   b) The premium supplement for the additional insurance continued as an individual life-insurance policy will be paid together with the transition allowance for the given premium period after submission of the premium receipt.

ARTICLE 8
EXCLUSION OF PAYMENT AND COLLECTION OF OVERPAID TRANSITION ALLOWANCES AND PREMIUM SUPPLEMENTS

1. The transition allowance and the premium supplement will not be paid for periods—

   a) That precede the day of receipt of the request at the servicing defense cost office by more than 3 months.

   b) That follow termination without notice of new employment by the employer.

c) After the end of the month during which the employee becomes eligible for early retirement pay or disability pension from the statutory pension insurance (see note for the record re Art. 2, para 2d).

d) After the end of the month in which the employee reaches 65 years of age. *

2. The employee is required to provide the following to the paying authority:

a) Records needed for determining eligibility (Art. 2) and computing benefits (Arts 4 and 6); records will be provided within a period of 3 months.

b) Immediate notification of any change of the facts underlying his or her pay entitlement.

3. An employee who fails to comply with the requirements stated in paragraph 2a above despite a written reminder will not be entitled to benefits under this Tariff Agreement for those periods for which he or she does not comply with the obligation to furnish documentation within the 3-month period.

4. Transition allowances and premium supplements paid on the basis of incorrect or incomplete data that was provided by the requestor deliberately or by gross negligence or data that the requestor failed to provide deliberately or by gross negligence must be refunded in the full amount by the non-eligible recipient. The fact that the recipient's gain no longer exists does not negate the refund obligation.

ARTICLE 9
EFFECTIVENESS

This Tariff Agreement will become effective on April 15, 1971.

Bonn, August 31, 1971.

Signatures.

* According to the Note for the Record re Article 46 (1) *TV AL II*, the 65-year age limit has been adjusted effective 1 January 2012 to match the revision of Article 46 (1) *TV AL II*, according to which the age limit is reached at the end of the calendar month in which the employee reaches the statutory retirement age.

ENCLOSURE

TO THE *TARIFVERTRAG VOM 31. AUGUST 1971 ZUR SOZIALEN SICHERUNG DER ARBEITNEHMER BEI DEN STATIONIERUNGSSTREITKRÄFTEN IM GEBIET DER BUNDESREPUBLIK DEUTSCHLAND* (TV SOZIALE SICHERUNG)

(Tariff Agreement, August 31, 1971, Social Security of Employees of the Sending States Forces in the Federal Republic of Germany (Social Security Agreement))

I. *Tarifvertrag vom 16. Dezember 1966 für die Arbeitnehmer bei den Stationierungsstreitkräften im Gebiet der Bundesrepublik Deutschland (TV AL II)* (Tariff Agreement of December 16, 1966 for the Employees of the Stationing Forces in the Federal Republic of Germany).

1) Article 8.

1. The creditable period of employment within the meaning of this Tariff Agreement will be the time served in employment (including periods of vocational training) or without interruption in several employments with the Stationing Forces.

2. a) The period of employment in the meaning of paragraph 1 will be considered uninterrupted if, after separation, an employee has been reappointed with the Stationing Forces of the same or another Sending State no later than on the first workday following the expiration of 3 months. This does not apply to employees who were terminated for cause or resigned.

   b) In computing the creditable period of employment, the period between an employee's separation and reappointment will not be considered.

3. For employees who were in employment or civilian service in the area of operations of the *Bundesminister der Verteidigung* (German Federal Minister of Defense) immediately preceding their appointment with the Stationing Forces, the period actually served in such employment will be counted toward the creditable period of employment, unless employees were terminated for cause or resigned.

4. The employee will not need to justify his or her resignation (paras 2a and 3) if he or she terminated employment with the employer’s consent because of an imminent reduction in force.

5. Previous periods of employment with the Stationing Forces of other Sending States (para 1) as well as in the area of operations of the *Bundesminister der Verteidigung* (para 3) will be credited retroactively only after the expiration of the probationary period.

6. It is the responsibility of the employee to furnish proof of previous periods of employment.

2) Article 16, paragraph 1a.

1. Remuneration components.

a) Basic compensation.

(1)	Wage or salary per schedule in consideration of— Wage group Age group	 (Art. 56; only for wage earners) (Art. 18)
(2)	Wage step allowance	(Arts. 54 and 62)
(3)	Performance allowance	(Art. 21, para 1)
(4)	Personal supplements to include allowance	(Art. 1, paras 5 and 6, *KSch TV*)
(5)	Piecework proceeds	(Art. 25)
(6)	Leader supplement Foreman supplement	(Art. 57, para 2) (App D, para I.2)
(7)	Allowance for performance of higher level duties while filling in for a colleague	(Art. 53, para 1)

3) Appendix R, paragraph I.2.

The permanent duty station will be the municipality (municipality district) in which the agency is located where the employee is regularly employed.

4) Appendix R, paragraph I.4b(2).

4. b) In addition, the municipality district within the meaning of paragraphs I.1 through 3 will include—

(2) All municipality districts located within the boundary of a large installation of the Stationing Forces.
Large installations are, for example—
Airfields with the associated adjacent technical facilities, administrative facilities, billets;
Housing areas,
Barracks,
Depots……..
- however not training areas -

5) Appendix R, paragraph I.4c(1).

4. c) (1) Traffic connections within the meaning of the provisions re ……b)(2), sentence 2, are streets that are open for passenger vehicles and other traffic routes used by regularly operating means of transportation.

6) Article 39.

Employees are entitled to an additional insurance subject to the terms of a group-insurance contract that was concluded between the *Bundesministerium der Finanzen* (Federal Ministry of Finance) and the insurance carriers listed in the contract. The benefits the group insurance contract provided for the insured employees may be changed only by mutual agreement between the parties to the Tariff Agreement and the Stationing Forces.

II. *Tarifvertrag vom 16. Dezember 1966 für die Arbeitnehmer bei den belgischen und bei den US-Stationierungskräften im Gebiet der Bundesrepublik Deutschland (KSch TV)* (Tariff Agreement of December 16, 1966 for the Employees of the Belgian and U.S. Stationing Forces in the Federal Republic of Germany).

Article 1.

1. Following an uninterrupted period of employment within the meaning of Article 8, paragraphs 2 and 4, of the *TV AL II* of more than 15 years with the Stationing Forces of the same Sending State, the employment of an employee who is 40 years old or older may be terminated by the Stationing Forces only for an important reason.

2. The following are considered to be important reasons within the meaning of this provision:

   a) All reasons that justify a termination by extraordinary notice (Art. 45 of the *TV AL II*)

   b) Deactivation of the employing agency or its relocation outside the Federal Republic of Germany.

   c) Discontinuation of the employee's functional area or the functional area being relocated within the Federal Republic of Germany, provided—
   - There is no opportunity to place the employee in a position of his or her occupation or another occupation for which he or she is suited within the commuting area of the employee's duty station.
   - The employee is offered but refuses continuation of employment at another location.

3. The obligation of the Stationing Forces in cases under paragraph 2c includes offering available vacancies in the same wage or salary group or, if there are no such vacancies, in a lower wage or salary group under the conditions of Articles 52 or 55, paragraph 7, of the *TV AL II*.

4. The provisions of paragraph 1 do not apply to terminations for changing the employment contract.

5. Employees who meet the requirements in paragraph 1 but must be downgraded by more than one wage or salary group or reassigned to a different wage or salary group based on the provisions established in paragraph 3 or for other reasons that are not their fault (para 4) will receive a personal supplement.
   The supplement will at least be paid in the amount of the difference between the basic compensation of the new wage or salary group and the basic compensation the employee would receive in case of being downgraded by only one group in his or her previous wage or salary tariff.
   The difference will basically be computed on the basis of basic compensations for 182 workhours per calendar month.

6. The personal supplement in accordance with paragraph 5 will be offset in case of—
   - An upgrade (Art. 52, para 1; Art. 55 paras 6 and 7c, of the *TV AL II*).
   - Reassignment to another wage or salary tariff.
   - Payment of a supplement for filling in for an absent employee (Art. 53, para 1, of the *TV AL II*).
   The supplement will be offset against the respective resulting increase in earnings.
   The additional salary groups 4A, 5A, 6A, and 7A (see Art. 59 of the *TV AL II*) will be considered to be separate salary groups for the purpose of assessing a downgrade in accordance with paragraph 5(1) or of offsetting the personal supplement in accordance with the above sentence.

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EXPLANATIONS AND GUIDELINES REGARDING THE *TARIFVERTRAG VOM 31. AUGUST 1971 ZUR SOZIALEN SICHERUNG DER ARBEITNEHMER BEI DEN STATIONIERUNGSSTREITKRÄFTEN IM GEBIET DER BUNDESREPUBLIK DEUTSCHLAND* (TV SOZIALE SICHERUNG)

(Tariff Agreement, August 31, 1971, Social Security of Employees of the Sending States Forces in the Federal Republic of Germany (Social Security Agreement))

1. General.

1.1 The *Tarifvertrag vom 31. August 1971 zur sozialen Sicherung der Arbeitnehmer bei den Stationierungsstreitkräften im Gebiet der Bundesrepublik Deutschland* became effective April 15, 1971. The abbreviated designation is—

TV Soziale Sicherung (Social Security Agreement).

For simplification, it will generally be referred to as *TV* or *TV Soziale Sicherung* in the text of these explanations and guidelines.

1.2 The *TV Soziale Sicherung* will apply to the employees of the Stationing Forces in the Federal Republic of Germany provided they fall under the scope of applicability of the *Tarifvertrag vom 16. Dezember 1966 für die Arbeitnehmer bei den Stationierungsstreitkräften im Gebiet der Bundesrepublik Deutschland (TV AL II)* (Tariff Agreement of December 16, 1966 for the Employees of the Stationing Forces in the Federal Republic of Germany). The *TV Soziale Sicherung* will not apply to employees of agencies of international military headquarters.

1.3 The agreement provides for actions and benefits designed to facilitate the reintegration into employment of the affected group of people and will be applicable to all employees who meet the eligibility requirements at the time of separation, regardless of their being subject to the Tariff Agreement.

1.4 Entitlements to benefits under this Agreement will be claimed from the Federal Republic of Germany; they will be claimed by submitting an application to the payroll offices responsible for implementing the Agreement.

1.5 For the implementation of the *TV Soziale Sicherung*, the provisions of the *TV AL II* that are referenced in this *TV* (Arts 8, 16, and 39; app R, paras I.2, I.4b(2), and I.4c(1)), will, in accordance with Article 1, paragraph 2, of this *TV* apply in the version indicated in the enclosure to this *TV*, unless the following explanations specify differently (reference to paras 2.2.2, 2.2.3, and 2.8.1).

2. Explanations.

2.1 Re Article 2, paragraph 1.

2.1.1 A reduction in troop strength is a noticeable reduction in the authorized strength of the troops stationed in the Federal Republic of Germany not only for a temporary period based on a decision of the Sending State, even if, in individual cases, this does not involve the inactivation of units or their relocation outside the area of applicability of the *TV AL II*.

2.1.2 A separation due to inactivation or relocation of an agency or unit is also considered to be for military reasons if the separation is the result of a loss of functions and this loss of functions is exclusively the result of an inactivation or relocation for military reasons of another agency of the same Sending State (indirect applicability).

Example: If, as a result of the inactivation of a tank maintenance agency for military reasons, a parts depot (separate agency), which used to supply the inactivated repair agency, has to dismiss employees because of the loss of this function, a reason for separation within the meaning of this Tariff Agreement also exists for these employees because their separation is linked to the inactivation of an agency for military reasons.

2.1.3 Agencies or units within the meaning of these provisions are the individual administrative organizations and activities of a troop and a civilian component (Art. I, paras 1a and b, of the NATO Status of Forces Agreement) in the Federal Republic of Germany as specified by the respective force. This can result in deviations from the designation of an agency within the meaning of legal personnel representation provisions.

2.1.4 "Highest Service Authorities" are—

U.S. Forces
Headquarters, United States Army Europe and Seventh Army (HQ USAREUR/7A)
Headquarters, United States Air Forces in Europe (HQ USAFE)

Translator's Note: The following does not apply to the U.S. Forces and has not been translated.

2.1.5 In case of an inactivation or relocation of an agency, a material connection to the inactivation or relocation of the agency is being assumed for all terminations for operational reasons to be effected by the agency between initiation of the personnel action until 6 months after its proposed completion (closure of the agency). In a case of indirect applicability (para 2.1.2), the period between the inactivation or relocation of an agency and the associated termination at another agency may span up to 12 months (see also para 3.8). For further deviations, the decision of the *Bundesministerium der Finanzen (BMF)* (Federal Ministry of Finance) must be obtained.

2.1.6 A separation is also considered to be within the meaning of Article 2 of the *TV Soziale Sicherung* if an employee leaves temporary employment that immediately followed permanent employment with the Forces of the same Sending State if it was terminated for the reasons listed in Article 2, paragraph 1, of the *TV Soziale Sicherung* by notice from the employer or by a written annulment contract.

2.1.7 If the employee is repeatedly employed on a temporary basis following permanent employment that was terminated for the reasons listed in Article 2, paragraph 1, of the *TV Soziale Sicherung* the following will apply:
Employees who continue to be repeatedly employed on a temporary basis in their previous agency because the deactivation or relocation of the agency or unit is delayed or because there is still a need for the employee to perform phaseout work will be considered "separated" within the meaning of Article 2 of the *TV Soziale Sicherung* when the last of the temporary appointments justified by the above reasons ends.

Employees who continue to be temporarily employed in their previous agency or with a different agency of the Forces of the same Sending State for other reasons (for example, as a replacement for an employee on parental leave) will be considered separated within the meaning of Article 2 of the *TV Soziale Sicherung* when the first temporary employment directly following the employee's permanent employment ends (see para 2.1.6). This date is considered the "time of separation" within the meaning of the Tariff Agreement. The entitlements under the *TV Soziale Sicherung* will be determined by the circumstances at this point in time, even if the employee does not leave the organization permanently but enters another temporary employment with the Stationing Forces.

2.2 Re Article 2, paragraph 2.

2.2.1 With regard to the changed circumstances, the note for the record re Article 2, paragraph 2a, will be applicable provided that employees will be considered full-time employees if their employment is subject to compulsory unemployment insurance coverage.

2.2.2 All periods of employment creditable at the time of separation in accordance with the provisions of Article 8 of the *TV AL II*, and, if applicable, with the *TV B II*, must be considered.

2.2.3 Periods of employment creditable in accordance with Article 8, paragraph 2b, of the *TV AL II* as amended by the *ÄV* (Tariff Agreement Amendment) No. 9 re Major Part I, dated February 12, 1976, as well as periods of employment served in the area of applicability of the *Tarifvertrag vom 7. Dezember 1984 für die Arbeitnehmer bei den Dienststellen der internationalen militärischen Hauptquartiere (intern. HQ) in der Bundesrepublik Deutschland* (*TV NATO)* (Tariff Agreement of December 7, 1984 for the Employees of Agencies of International Military Headquarters in the Federal Republic of Germany) will be considered. Periods of employment under the *TV NATO*, however, will be considered only provided they have not already resulted in an indemnity payment in accordance with Article 7, paragraph 1, of the *NATO Schutz TV* (NATO Protection Agreement).

2.2.4 Previous periods of employment recognized by the Stationing Forces as an overtariff measure in connection with the employment terminated by separation must be considered for the purposes of the *TV Soziale Sicherung*, with the exception of—

- Previous periods of employment that the employee served as a member of the Force or a civilian component or in another service or employment status with an agency or organization of the Force or a civilian component or with an agency or organization of the Government of a Sending State to which the *TV AL II*, the *TV B II*, or the respective preceding tariff agreement, was not applied.

- Previous periods of employment served with the Stationing or Allied Forces in Berlin before an interruption in employment of more than 6 months.

2.2.5 In addition, periods that, by virtue of the law, must be considered as times with employment status must also be taken into account (see specifically Secs 6 and 12, of the *Arbeitsplatzschutzgesetz* (Job Protection Law) and referenced provisions; sec 8 of the *Soldatenversorgungsgesetz* (Soldiers Benefits Law); and sec 10, para 2, of the *Mutterschutzgesetz* (Law on Protection of Employed Mothers).

2.2.6 The resulting total periods of creditable employment will also apply in other cases for which this Tariff Agreement refers to periods of employment within the meaning of Article 8 of the *TV AL II* or *TV B II*.

2.2.7 The provision of Article 2, paragraph 2c, does not apply to cross-border commuters who have had their residence in an EU member state for a minimum of 5 years. These employees will be considered to have fulfilled the residence requirement.

2.2.8 Entitlements under this Tariff Agreement will not accrue if the employee, at the time of separation, fulfills the eligibility requirements for retirement pay within the meaning of section 35 of the *Sozialgesetzbuch* (SGB) (Social Security Code) VI or for retirement pay that can be drawn early in accordance with *SGB VI* provisions, or if the only reason for the employee not drawing retirement pay is that he or she has not yet filed an application.

Entitlements under this Tariff Agreement will be forfeited as soon as the above conditions occur after the date of separation (see Art. 8, para 1c).

2.2.9 In Article 2, paragraph 2d, and in the note for the record re Article 2d, the term "standard retirement pay" will apply instead of "retirement pay" (sec 35 of the *SGB VI*), and the term "retirement pay which can be drawn early in accordance with *SGB VI* provisions" instead of "early retirement pay".

2.2.10 If a separated employee is exempt from compulsory coverage in the statutory pension insurance and if, at the time of separation or at a later time, he or she fulfills the requirements applicable to the insured for retirement pay that can be drawn early in accordance with *SGB VI* provisions—with the exception of the provisions on the waiting period and compulsory contributions—and, if at this point, payments from the exempting life insurance are possible or have been due previously, the entitlement to payments under this Tariff Agreement ceases to exist at this point.

2.3 Re Article 2, paragraph 3.

With regard to the question as to whether or not the employee has been offered another reasonably acceptable assignment, only Article 2, paragraph 3, of the *TV Soziale Sicherung* in conjunction with Article 1, para 3 and the following paras of the *Tarifvertrag vom 16. Dezember 1966 für die Arbeitnehmer bei den belgischen und bei den US-Stationierungsstreitkräften im Gebiet der Bundesrepublik Deutschland (KSch TV)* (Tariff Agreement of December 16, 1966 for the Employees of the Belgian and U.S. Stationing Forces in the Federal Republic of Germany), as quoted in the enclosure to the *TV Soziale Sicherung*, will be applicable.

Thus, the following will apply:

2.3.1 Any assignment under the applicability of the *TV AL II* in a position in the same wage or salary group or, if there is no such position, in a lower wage or salary group subject to the conditions of Articles 52 and 55 of the *TV AL II* will be considered reasonably acceptable.

2.3.2 The offer of higher level employment may be unreasonable if the duties were to exceed the employee's capabilities.

2.3.3 In case of an offer for assignment to a position with lower basic pay, reasonability depends solely on the fact that a vacancy in the same wage or salary group is not available and that the employee is being offered a personal supplement amounting to at least the difference between the basic pay of the new wage or salary group and the basic pay resulting for the employee from a downgrade by one group in his or her previous wage or salary tariff.

The provisions of Article 1, paragraphs 5 and 6, of the *KSch TV* will apply analogously and without consideration of whether or not the requirements of Article 1, paragraph 1, of the *KSch TV* have been fulfilled. Further entitlements under the *Tarifvertrag vom 2. Juli 1997 über Rationalisierungs-, Kündigungs- und Einkommensschutz (Schutz TV)* (Tariff Agreement, July 2, 1997, Protection From Rationalization Measures, Termination of Employment, and Income Protection (Protection Agreement)) remain unaffected.

2.3.4 An assignment will also be considered reasonably acceptable if the employee can continue to be employed in his or her new position only on a temporary basis. For entitlements after termination of continued employment on a temporary basis, see paragraph 2.1.6.

2.3.5 Entitlements under the Tariff Agreement cannot accrue if the employee rejected an offer for a reasonably acceptable permanent position and can therefore be employed in a different position only on a temporary basis.

2.3.6 If accepting continued employment on a temporary basis were to result in a lower basic pay within the meaning of Article 16, paragraph 1a, of the *TV AL II* being the basis for computation of entitlements under the Tariff Agreement on termination of such employment, the employee may reject such an offer without disadvantage to his or her tariff entitlements.

2.4 Re Article 3, paragraphs 1 and 2.

2.4.1 The main purpose of the Tariff Agreement is the reintegration into employment. In this context, the payroll offices are to use their contacts to the personnel administration offices of the Stationing Forces to find a renewed placement for the employee.

2.4.2 In order to receive benefits in lieu of remuneration based on legal employment promotion provisions (*SGB III*), the separated employee is required to register with the *Agentur für Arbeit* (Employment Agency) and be available for placements. Thus, these prerequisites also apply to be eligible for the transition allowance [granted] in addition to these benefits. This will not apply if the unemployed person can draw such benefits without meeting these prerequisites (for example, Secs 125 and 126 of the *SGB III*).

2.4.3 Article 3, paragraph 2, reads “according to the legal employment promotion provisions (*SGB III*)” instead of “according to the *Arbeitsförderungsgesetz (AFG)* (Art. 33 and following Arts, Professional Training and Retraining).”

Employees who refuse to participate in [training] measures deemed necessary for their integration into employment by the labor administration will not be entitled to benefits under legal employment promotion provisions (*SGB III*), to include transition allowance payments in addition to these benefits.

2.5 Re Article 3, paragraph 3.

By letter dated April 12, 2006, reference code: D II 2 – 220 541/1, the *Bundesminister des Innern* (Federal Minister of the Interior), referencing his letters dated April 10, 1972, and January 4, 1991, reference code: D III 1 – 220 541/1, asked the highest German Federal authorities and the ministers (senators) of the interior of the Federal States to give priority consideration for recruitment into the public service to German employees separated by the Stationing Forces within the bounds of the given possibilities. The *Arbeitsagenturen* have been directed to contact the suitable authorities for placement of separated employees into the German public service (notification of the *Bundesanstalt für Arbeit* (Federal Institute of Labor), dated May 18, 1972; reference code: I a 5 – 5308/5123/7026/7138.3/7044.1).

2.6 Re Article 4, paragraph 1.

Apart from continued payments in accordance with Article 4, paragraph 2a(2), of the *TV Soziale Sicherung*, a transition allowance will be paid only if and for the period that the separated employee receives one of the payments listed in paragraphs 1a through c but not beyond the expiration of the period of eligibility applicable in the individual case in accordance with Article 4, paragraph 5. The listing of payments other than U.S. Forces payments under paragraphs 1a through c is exclusive in nature unless otherwise stipulated below.

Payments of arrears must be apportioned to the corresponding accounting periods.

2.6.1 If the employee is rehired by the Stationing Forces and then again separated for the reasons listed in Article 2, paragraph 1, it must be reviewed whether or not the period between the first separation and reappointment must be considered as an interruption of the creditable period of employment.
In this connection, Article 8, paragraph 2b, of the *TV AL II* will be applicable (see para 2.2.3).
To determine eligibility for a transition allowance after renewed separation, two categories must be considered:

- The creditable period of employment is considered uninterrupted (reappointment on the first workday after expiration of 12 months at the latest).
This case results in a new period of entitlement, which at least corresponds to the period of entitlement at the time of the first separation. Periods for which the employee already received transition allowance payments before his or her reappointment will be offset against the new entitlement.

- The creditable period of employment is considered interrupted (more than 12 months have passed until reappointment).
In this case, a renewed entitlement can be obtained only if employment after reappointment existed for a minimum of 10 years.
If no renewed entitlement has been obtained, the period of entitlement that was obtained after the previous separation and not exhausted until reappointment (residual entitlement) will be reinstated. If renewed entitlement was obtained for a shorter period of time than the residual entitlement resulting from an earlier separation, the longer period of residual entitlement will replace the shorter period of renewed entitlement.
In such cases, the *BMF*, as an exception, agreed to the reinstatement of an unexhausted period of residual entitlement—which is not provided for in the Tariff Agreement—in order to prevent inequitable hardship as a result from renewed employment with the Stationing Forces.

2.6.2 Earnings from other employment will be considered only if generated by non-self-employed work subject to social-security contributions and performed in Germany. Work in a neighboring EU country will be considered equivalent to work performed in Germany if the former employee is residing in Germany or in the border area of the neighboring EU country from where the employee could pursue employment on the German labor market as a cross-border commuter.

2.6.2.1 If the net amount of the earnings is lower than the amount of unemployment benefits or unemployment benefits II *(ALG II)* to which the employee would be entitled without the employment or to which he or she would not be entitled simply because he or she does not require financial assistance (low-paying jobs), it must be reviewed whether or not this constitutes an abuse of law (sec 242, *BGB*). This may be the case specifically if—

- The employment contract was concluded between spouses or close relatives, and the circumstances or details of the employment contract allow for the conclusion that employment was established only for the purpose of drawing transition allowance payments. This may be the case if the spouse-employer does not also employ other employees who are not close relatives.

- The earnings are obviously inappropriate or have become inappropriate because of the failure to adjust them in accordance with general pay developments. Wages are considered obviously inappropriate if they are considerably lower than the usual wages paid under tariff agreements, in certain regions, or in certain enterprises for similar work.

In such cases, the recipient of transition allowance payments should be asked to request from his or her employer an appropriate adjustment of his or her low pay to the wages commonly paid in a region or enterprise or to general pay developments. There will be no fictitious adjustment of pay by the payroll office.

If the review shows that the employment arrangement constitutes an abuse of law in order to receive benefits under the *TV Soziale Sicherung*, a transition allowance cannot be paid in addition to such pay.

2.6.2.2 In case of a low-paying job, the employee must be advised of the consequences that such low pay could have on his or her entitlements in the statutory social-security insurance.

2.6.2.3 Apprenticeship pay paid during organizational vocational training in a recognized apprenticeship profession will be considered equivalent to earnings from other employment.

2.6.2.4 The payroll office may request that the employee provide proof that social-security insurance contributions and, if applicable, taxes have been properly deducted from the pay.

2.6.3 Transition allowance in addition to earnings from other employment cannot be paid if the employee is not considered full-time employed within the meaning of the *TV Soziale Sicherung* in his or her new employment.

2.6.3.1 With regard to paragraph 2.2.1, the note for the record re Article 4, paragraph 1a, must be applied with the following reading:

Other employment does not exist if the contractual regular workhours do not exceed 21 hours per week (this equals an average of more than 91 hours per month) unless the employee's last established regular workhours with the Forces likewise did not exceed 21 hours but were still considered "full-time employment" in accordance with paragraph 2.2.1. In this case, employment with regular workhours that at least correspond with the employee's last established weekly workhours with the Forces will also be considered other employment.

2.6.3.2 In case of part-time employment in accordance with the *Altersteilzeitgesetz (AltTZG)* (Old-Age Part-Time Law), the requirements will also be considered met if old-age part-time employment amounts to no more than 21 hours but no less than 18 hours per week. In addition to earnings from such part-time employment, a transition allowance may be paid subject to the provision that the employer increases the earnings for old-age part-time work in accordance with section 3, paragraph 1(1)(a), of the *AltTZG*. The top-up amount must be offset in accordance with Article 5 of the *TV Soziale Sicherung*.

2.6.3.3 If the employee concluded several employment contracts, all of which individually do not fulfill the requirements for payment of a transition allowance, the decision of the *BMF* must be obtained.

2.6.3.4 Earnings from employment that cannot be supplemented by a transition allowance may have to be offset in accordance with Article 5 of the *TV Soziale Sicherung*. There are no objections to deducting the amount of substantiated professional expenses from the amount to be offset.

2.6.4 To the degree that benefits from an employer result in suspension of entitlement for unemployment benefits (sec 143 of the *SGB III*), such benefits will be considered equivalent to earnings in accordance with Article 4, paragraph 1a, for the period during which the entitlement for unemployment benefits is suspended.

2.6.5 Benefits paid because of unemployment that a cross-border commuter from an EU country can, because of his or her residence, receive only in his or her country of residence are considered equivalent to benefits from the *Agentur für Arbeit* provided the cross-border commuter could pursue employment on the German labor market from his or her current residence.

2.6.6 If both spouses are eligible under the Tariff Agreement, both will receive a transition allowance as long as both draw benefits within the meaning of Article 4, paragraph 1. If both spouses are unemployed and only one spouse or neither of the spouses receives benefits from the *Agentur für Arbeit* because of the absence of the need for financial support of one of the spouses or both spouses, Article 4, paragraph 2a(2), of the *TV Soziale Sicherung* will be applicable.

2.6.7 Benefits of the *Agentur für Arbeit* within the meaning of paragraph 1b include benefits for reduced-hour work, reduced-hour work during a transfer, periods without work in the winter, and insolvency benefits. The maternity allowance is considered equivalent to unemployment benefits. A supplement to the maternity allowance must be offset in accordance with Article 5 of the *TV Soziale Sicherung*.

2.6.8 The interim allowance paid [to handicapped employees] as a benefit for participation in working life (sec 160 of the *SGB III* in conjunction with chap 6 of the *SGB IX*) is considered equivalent to the benefits of Article 4, paragraph 1b, of the *TV Soziale Sicherung*; paragraph 2.7.5 does not apply.

2.6.9 Sick pay under the *Bundesversorgungsgesetz* (*BVG*) (Federal Pension Law), sick payments for childcare (see sec 45 of the *SGB V*) as well as the interim allowance paid as benefits for medical rehabilitation (see Secs 20 and 21 of the *SGB VI* in conjunction with chap 6 of the *SGB IX*) are considered equivalent to sick or injury pay within the meaning of Article 4, paragraph 1c. Paragraph 2.7.6 will apply.

2.6.10 For payment of the transition allowance in addition to benefits under the *SGB II* (unemployment benefits II or social benefits), the procedures in enclosure 1 to these explanations and guidelines will be applicable.

2.7 Re Article 4, paragraph 2.

2.7.1 In case of reductions of unemployment benefits II because of earnings within the meaning of sections 11 and 12 of the *SGB II*, the basis will be the unreduced amount, in corresponding application of paragraph 2a(1).

2.7.2 If benefits of the *Agentur für Arbeit* are frozen in accordance with section 144 of the *SGB III*, entitlement to the transition allowance will be suspended for this period (para 2.10).

2.7.3 Continued payment of the transition allowance in accordance with paragraph 2a(2) requires that the unemployed person is still available for job placement (see para 2.4.2). The amount “to be continued to pay” will be the amount that was last paid as a transition allowance in addition to the unemployment benefits even if the bases for computation for this amount have changed in the meantime. Article 4, paragraph 4, and Article 5 of the *TV Soziale Sicherung* do not apply.

52 weeks will be a period of 12 months.

2.7.4 Periods during which entitlements to unemployment benefits II ceased to exist for reasons other than the absence of the need for financial support (for example, due to drawing earnings) will not be offset against the period of a total of 52 weeks (para 2a(2)). The entitlement will expire if a transition allowance in accordance with Article 4, paragraph 2a(2), was paid for a total of 52 weeks. Thereafter, the transition allowance can be paid only if and as long as benefits within the meaning of Article 4, paragraph 1, are received.

2.7.5 The transition allowance in addition to sick pay, injury pay, etc. may be paid in each calendar year during which the employee is entitled to receive the transition allowance; the allowance may be paid for up to 12 weeks but not beyond the period of entitlement (Art. 4, para 5). Eligibility remains valid for several incidents of incapacity for work but it cannot be transferred fully or in parts to the next calendar year.

2.7.6 To the degree that sick pay, injury pay, etc. have been reduced by contributions to the pension and unemployment insurance in accordance with sections 170 and 176 of the *SGB VI* and section 347 of the *SGB III*, the transition allowance will be computed on the basis of the unreduced amount.

2.8 Re Article 4, paragraph 3.

2.8.1 In Article 4, paragraph 3a(2), sections 63 and 65 of the *SGB VI* will replace sections 1255(2) and 1272 of the *Reichsversicherungsordnung (RVO)* (*Reich* Insurance Code).

When computing the basis for assessment, only the components of the basic compensation in accordance with Article 16, paragraph 1a, of the *TV AL II* in the enclosed version to the *TV Soziale Sicherung* will be considered (see para 1.5). This includes the pay-protection supplement pursuant to the *SchutzTV*. Components of the basic compensation that have been discontinued in the meantime will not be considered. The specifications listed in brackets for the individual pay components in Article 16, paragraph 1a, will be considered as not referenced.

2.8.2 Retroactive tariff increases will be considered if they have a retroactive effect on the period before the termination of employment (see Art 22, para 4b, of the *TV AL II*). Lump-sum payments and non-recurring payments will not be considered.

2.8.3 In the calendar years following separation, the basis for assessment in accordance with Article 4, paragraphs 3a and b, will be changed at the time of pension adjustments. The basis for assessment will be changed by the percentage rate by which pensions from the statutory pension insurance are being adjusted because of a change in the current annuity rate (Secs 65 and 68 of the *SGB VI*) in accordance with section 69 of the *SGB VI*. For the purposes of this Tariff Agreement, the percentage rate of the change will be rounded to two decimal places.

2.8.4 With regard to the computation of the basis for assessment in accordance with paragraph 3b, the fictitious income-tax deduction will be based on the tax class indicated on the employee's (first) tax card issued and submitted for the accounting period. If the benefits paid by the *Agentur für Arbeit* in accordance with section 133(3) of the *SGB III* (only in case of a change of tax class for spouses) are based on a tax class other than the one indicated on the tax card, the tax class that corresponds to the benefit group—if necessary in consideration of the number of children entered on the submitted tax card—will also be applicable for computing the net basis for assessment. The insurance criteria will be reviewed during the annual adjustment of the basis for assessment.

2.8.5 If, at the time of separation, the employee was exempt from income taxation on the basis of a double-taxation agreement, the tax deductions that would be applicable to the employee at the time of transition allowance payment in his or her country of residence will be considered when determining the basis for assessment in accordance with paragraph 3b. The employee must provide appropriate proof of the amount of the fictitious tax deductions, for example, by a certificate from the servicing tax office in his or her country of residence (see Art. 8, para 2a).

2.8.6 If the employee receives earnings within the meaning of paragraph 1a for parts of the month and benefits within the meaning of paragraph 1b or 1c for the rest of the month, the bases for assessment will be computed for partial months in accordance with paragraphs 3a and b and compared to the respective benefits.

2.9 Re Article 4, paragraph 4.

2.9.1 Earnings from other employment will include all regular payments considered earnings from existing employment regardless of whether or not an entitlement exists. Payments for property accrual paid by the employer will count towards earnings; employee discounts and tips will not count toward earnings, provided they are exempt from taxation.

2.9.2 Social-security contributions will not be deducted from the transition allowance.

2.9.3 If the employee receives a transition allowance in addition to benefits from foreign social-benefits carriers in accordance with paragraph 2.6.5, the amount of the transition allowance will be assessed on the basis of the benefits the employee actually receives in his or her country of residence (net benefits).

Transition allowances that are subject to taxation in the employee's country of residence must be increased by the amount required to cover the taxes. The employee must provide proof of the amount of foreign taxes applicable to the transition allowance (see Art 8, para 2a).

2.9.4 The transition allowance will be limited to 90 percent of the difference between the benefits within the meaning of paragraph 1 and the basis for assessment within the meaning of paragraph 3 starting the second year following termination of employment with the Stationing Forces, regardless of whether or not the transition allowance was paid during the first year.

2.10 Re Article 4, paragraph 5.

The periods of eligibility listed in Article 4, paragraph 5, will not be extended by the periods—

- During which eligibility for the transition allowance is suspended (for example, for the reasons listed in paras 2.7.3 and 2.14.3)

- For which eligibility for the transition allowance in accordance with Article 8, paragraph 1a or 3, has been forfeited.

2.11 Re Article 5.

2.11.1 In particular, the following will be offset against the transition allowance:

- Benefits to which the employee is entitled against the former employer, that is, the Stationing Forces, where he or she was employed before his or her separation in accordance with Article 2 (for example, cash compensation in lieu of leave).

- Earnings and other ongoing and non-recurring payments to which the employee is entitled against a new employer unless they must be considered in accordance with Article 4, paragraph 1a. Such earnings will include earnings generated in addition to benefits from the *Agentur für Arbeit* (see however para 2.11.2) or earnings from employment that does not need to be considered based on Article 4, paragraph 1a, for the sole reason that it does not meet the requirements in the note for the record.

- Benefits from a new employer because of termination of employment. Benefits that resulted in the suspension of benefit payments from the *Agentur für Arbeit* in accordance with section 143 of the *SGB III* will be handled in accordance with paragraph 2.6.4.

- Pension for vocational disability or pension for partial reduction in earning capacity as well as a widow's or widower's pension.

- Injured person's pension from the statutory accident insurance, which is basically not intended to cover an additional need caused by physical injury.

- Payments under the *BVG*, to include payments made under foreign legal provisions (for example, so called military retirement pay).

2.11.2 Benefits that can be offset in accordance with Article 5 will not be offset if they already caused a curtailment of benefits from the *Agentur für Arbeit* and this curtailment was disregarded in accordance with Article 4, paragraph 2, of the *TV Soziale Sicherung* when determining the transition allowance (see para 2.7.1).

2.11.3 The benefits listed in paragraph 2.11.1 will also be fully offset if eligibility was reduced, not generated, or forfeited only because the person entitled to the benefit failed to submit the corresponding application or failed to submit it on time.

2.11.4 If the employee receives lump-sum payments from a different employer for periods during which the employee was entitled to receive a transition allowance, the transition allowance will be recomputed for this period. If the period for which the lump-sum payment was made cannot be identified, but there is no doubt that the payment covered periods of eligibility for payment of a transition allowance, a partial amount equivalent to the basis for assessment will be considered paid for an accounting period.

2.11.5 In particular, the following will not be offset:

- The redemption amount from the group life insurance.

- Non-recurring payments of the employer unless an entitlement exist.

- Housing allowance.

- Winter allowance.

- Statutory child allowance and benefits within the meaning of section 8 of the *Bundeskindergeldgesetz (BKGG)* (Federal Child Allowances Law).

- Benefits under the *BVG* and other benefits that are granted in order to cover additional need caused by physical injury as well as compensation for pain and suffering.

- Benefits from employment with a different employer that already existed during employment with the Stationing Forces (continuing second employment).

- Earnings from self-employment.

2.12 Re Article 6.

2.12.1 The premium supplement for continuation of additional insurance as an individual policy in accordance with Article 39 of the *TV AL II* will be paid starting the day on which the transition allowance in accordance with Article 4, paragraph 4, was reduced to 90 percent of the difference. The supplement amounts to 10 percent of the transition allowance that was reduced in accordance with Article 4, paragraph 4, to 90 percent and, if required, further reduced in accordance with Article 5 (before deducting taxes, if applicable) unless the amount paid is lower.

2.12.2 The supplement may be paid only if the maturity payment is due at the earliest in the calendar year during which the insured person reaches 65 years of age. Before this calendar year, the insured person may draw only on the repurchase value provided it consists of the redemption amount of the group life insurance and the premium supplement, if he or she draws retirement pay from the statutory pension insurance or if benefits from his or her releasing life insurance are due.

2.13 Re Article 7, paragraph 3.

2.13.1 For payment of the transition allowance at the end of a month for the preceding month, the employee must submit proof of all creditable income for the preceding month by the 10th of the current month. If the beneficiary submits the income statement at a later date, the month of payment will be postponed correspondingly (see para 3.14).

2.13.2 If the beneficiary passes away during the period of eligibility, the transition allowance will be paid up to and including the day of death. Heirs will be entitled to this payment. The provision of Article 38 of the *TV AL II* cannot be applied analogously.

2.14 Re Article 8, paragraph 1.

2.14.1 In case of a termination without notice, an entitlement to the transition allowance will initially not be generated even if the employee filed an action under the *Kündigungsschutzgesetz (KSchG)* (Law on Protection from Termination of Employment) and his or her employment must be continued until there is, for example, a final decision. However, if it is legally determined that the termination without notice is null and void, the transition allowance may have to be paid retroactively provided the employee provides proof of the nullity of the termination without notice within 3 months after completion of the legal action.

2.14.2 Pension for full reduction of earning capacity will be considered equivalent to invalidity pension. Requirements for drawing invalidity pension or pension because of full reduction in earning capacity will be considered met only if the employee has received a notice of unlimited pension granted. If the employee is being granted pension for full reduction in earning capacity in accordance with section 116, paragraph 2, of the *SGB VI* although he or she did not submit an application for pension, the requirements will be met effective the date he or she receives the final notice of pension granted. If the employee submitted an application for invalidity pension or pension for full reduction in earning capacity, payment of the transition allowance will be withheld starting the month the application was filed until a decision regarding the application has been made.

Eligibility for the transition allowance will be forfeited with the expiration of the month preceding the month the employee, according to the notice, is first eligible for invalidity pension or pension for full reduction in earning capacity or retirement pay even if the regular payment will begin at a later date.

Applicants who, according to the documentation from the payroll office, could meet the requirements for retirement pay will only receive a transition allowance if they provide proof that the requirements for regular receipt of a retirement pay have not yet been fulfilled.

2.14.3 Transition allowance eligibility will be suspended for the period during which the allowance beneficiary is entitled to temporary invalidity pension or pension for full reduction in earning capacity.

2.14.4 Separated employees who meet the material requirements for retirement pay eligibility because of unemployment or following old-age part-time employment at any given time and subsequently take up new employment will not be eligible for a transition allowance in addition to earnings even if they no longer fulfill the requirements for receipt of pension after resuming work.

2.15 Re Article 8, paragraphs 2 and 3.

2.15.1 The 3-month time limit for submission of the documentation required for the determination of eligibility and initial computation of benefits begins the day the payroll office requests documentation. If the payroll office requests documentation in writing, the time limit will begin on the third day following mailing of the request letter.

The 3-month time limit for documents that must be submitted regularly (proof of income with payment document etc.) will begin with the expiration of the day when the payroll office receives the payment documents and the respective proof of income. This is not necessarily the first day of the month.

2.15.2 Exclusion of benefits in accordance with Article 8, paragraphs 1, 2, and 3, will not result in an extension of the eligibility period in accordance with Article 4, paragraph 5.

2.15.3 The legal consequence of Article 8, paragraph 3, will not be applicable if the applicant, despite his or her own verifiable sufficient efforts, is unable to submit the documentation in due time. If this concerns documents without which eligibility is doubtful, benefits will be withheld until submittal of documentation. If submittal is definitely impossible, benefits will be rejected.

2.15.4 Entitlement to the transition allowance and the premium supplement in accordance with Article 6 will on its merits not be forfeited within the period of entitlement if the employee is initially unable or unwilling to receive a transition allowance because he or she is self-employed or receives sufficient earnings from other employment. A prerequisite for entitlement to begin is the receipt of an application at the payroll office in consideration of the 3-month time limit (Art. 8, para 1a). Following termination without notice by the employer from employment that was established after separation from the Stationing Forces, Article 8, paragraph 1b, will be applicable.

2.16 Use of Entitlements.

2.16.1 A future-oriented contractual agreement on payment of a transition allowance in accordance with the *TV Soziale Sicherung* is inadmissible. This will also apply in case of a settlement during legal action (see para 2.17.3).

2.16.2 The above will not exclude statements and comments to the effect that the plaintiff is generally entitled to receive a transition allowance.

2.17 Entitlements After Court Proceedings Challenging the Validity of Terminations.

2.17.1 If the validity of the termination was challenged by legal action, entitlements under the *TV Soziale Sicherung* cannot be accrued as long as the legal action—at least as far as the issue of the termination's validity is concerned—has been legally settled either by decision or settlement.

2.17.2 If the legal action is concluded by **decision** that confirms the validity of the termination for the reasons listed in Article 2, paragraph 1, of the *TV Soziale Sicherung*, the entitlement to the transition allowance begins retroactively on the day following termination of employment once the decision is legally effective, provided that the person entitled to the transition allowance submits a request for the allowance within 3 months following finality of the decision.

2.17.3 If employment is terminated by judicial or extrajudicial **settlement**, entitlements under the *TV Soziale Sicherung* will be preserved only if the arrangements on the termination of employment clearly show that the employment is terminated for the reasons listed in Article 2, paragraph 1, of the *TV Soziale Sicherung*. If the requirements of Article 2, paragraph 1, of the *TV Soziale Sicherung* are contested during the proceedings to challenge the validity of the termination because the law suit is mainly supported by insufficient social selection or the non-discontinuation of the position, the reasons for separation of Article 2, paragraph 1, of the *TV Soziale Sicherung* may not be conceded in the settlement.

2.18 The *BMF* circular dated January 28, 2002, reference code: Z B 5 – P 2304 – 2/02, establishes the authority for legal representation in court regarding issues under the Tariff Agreement.

3. Procedural Guidelines.

3.1 The highest authorities of the Stationing Forces will inform the *BMF* as soon as separations within the meaning of Article 2, paragraph 1, of the *TV Soziale Sicherung* are to be expected. Information should include the anticipated number of affected employees and the date or time period for which the measure is scheduled. Details on the personnel consequences will be provided to *BMF* as soon as they are assessable. The *BMF* will forward the notification to the servicing payroll office and to the *Bundesagentur für Arbeit* and will inform the highest authority of the Stationing Forces on such forwarding.

3.2 The employees affected by a separation within the meaning of Article 2, paragraph 1, who have not been offered other employment with the Stationing Forces will receive a separation certificate (sample 1) and an information paper (sample 2) from the servicing agency of the Force (para 3.7). The servicing agency will issue the separation certificate only if the *BMF* has notified the highest authorities of the Stationing Forces on the forwarding in accordance with paragraph 3.1.

3.3 The separation certificate will also be issued if the employee has continued temporary employment following separation within the meaning of Article 2, paragraph 1, of the *TV Soziale Sicherung* (paras 2.1.6 and 2.1.7). In case of continuation of employment with multiple temporary extensions, the separation certificate will be issued at the time that is considered the time of separation in accordance with paragraph 2.1.7.

3.4 For employees whose income at the time of separation was established on the basis of individual arrangements in deviation from the applicable tariff provisions on remuneration, the separation certificate will state the salary or wage group and salary or wage step to which the employee would have been entitled under the provisions of the *TV AL II* for his or her last job. If the employee was subject to the provisions of Appendix T, paragraph III.4, of the *TV AL II*, the certificate will also state the percentage rate used as a basis for computing the monthly compensation under the Tariff Agreement.

3.5 A separation is also considered to be within the meaning of Article 2 if the employee concludes an annulment contract—

- After the *BMF* has confirmed applicability of the *TV Soziale Sicherung* in accordance with paragraph 3.1 and

- The employee had already been terminated for the reasons listed under Article 2, paragraph 1, of the *TV Soziale Sicherung* or could have been terminated in consideration of the requirements of the *KSchG* (social selection).

3.5.1 The end date of employment stated in the annulment contract will be considered the time of separation within the meaning of Article 2, paragraph 2, and Article 4 of the *TV Soziale Sicherung*.

Paragraph 2.1.5 will be applied.

3.5.2 Employees who conclude an annulment contract because they have the opportunity to immediately assume other, more or less equivalent employment and are therefore granted a notice period shorter than the one applicable to a termination with ordinary notice by the employer will be entitled to the benefits under the Tariff Agreement starting at the time of separation.

Employees who conclude an annulment contract without other, more or less equivalent employment following will not be entitled to benefits under the Tariff Agreement until the expiration of the month at the end of which a notice of termination with regular notice period was issued by the employer or could be issued on the day the annulment contract is concluded.

3.5.3 The *BMF*, in consultation with the highest authority of the respective Stationing Force, will decide on whether or not annulment contracts that do not meet the above requirements will be recognized.

3.6 Employees who resign cannot accrue entitlements under the *TV Soziale Sicherung*.

3.7 The agency will forward a copy of the separation certificate, if applicable with other required documents, to the servicing payroll office.

Authority for signing the separation certificate with the Stationing Forces is as follows:

U.S. Forces

Individuals whose designation is known to the payroll office have signing authority.

The personnel director, HQ AAFES-Eur, has signing authority for AAFES-Eur.

[**Translator's Note:** Paragraphs pertaining to other Forces have not been translated.]

3.8 As soon as the agency of the Stationing Forces has forwarded the separation certificate to the payroll office, the payroll office will review the data entered on the certificate. The payroll office will review in particular whether or not—

- Notification on this separation measure based on paragraph 3.1 has already been provided.

- The date of the termination is within the limits of paragraph 2.1.5 and whether or not deviations might be permissible.

Inconsistent documents will be returned to the servicing personnel office of the Stationing Forces for clarification of the facts.

3.9 Employees who meet the eligibility requirements under the Tariff Agreement should submit their application for benefits under Articles 4 and 6 of the *TV Soziale Sicherung* to the payroll office that serviced them before the separation. Application forms (sample 3) will be available from the servicing payroll office. Submitting the copy of the separation certificate in accordance with paragraph 3.7 does not exempt the employee from filing an application.

3.10 The payroll office will confirm receipt of the application to the applicant.

If the payroll office finds that eligibility for benefits under the Tariff Agreement exists, the payroll office will inform the applicant on the basis for assessment in accordance with Article 4, paragraph 3a, and on the period of eligibility (sample 4). If the applicant stated to be unemployed, the payroll office will inform the servicing *Agentur für Arbeit* by referring to Article 3. If the application cannot be processed because of missing documents, the applicant will be asked to submit the missing documents in accordance with Article 8, paragraphs 2 and 3.

If the applicant is not eligible, he or she will be informed of the reasons for rejection.

3.11 A confirmation in accordance with sample 4 may be issued only once the notification in accordance with paragraph 3.1 has been provided (reference to para 3.8).

3.12 If the employee cannot furnish the separation certificate but upholds his or her request because he or she considers the requirements of Article 2, paragraph 1, met, the payroll office should clarify the situation to the degree possible. If legal action is to be expected, the *BMF* will be notified through official channels.

3.13 With regard to computation and payment of the transition allowance, the following will apply:

3.13.1 The transition allowance will be computed as follows:

Basis for assessment (Art. 4, para 3)

./. Basis for benefits (Art. 4, para 1)

● Earnings or

● Benefits from the *Agentur für Arbeit* or

● Sick or injury pay

= Subtotal 1
./. 10 percent (starting the second year after separation)

= Subtotal 2
./. creditable benefits in accordance with Article 5

= Transition allowance
+ if need be, premium supplement in accordance with Article 6

= Payable Amount

3.13.2 At the end of the month, the transition allowance for the preceding calendar month will be transferred to the Euro account determined by the beneficiary.

3.13.3 The composition of the paid transition allowance amounts will be appropriately explained to the beneficiary—
- On first payment.
- If the basis for assessment or the creditable benefits change.
- On request, with every change.

3.13.4 Beneficiaries will furnish the servicing payroll office proof of the benefits within the meaning of Article 4, paragraph 1, of the *TV Soziale Sicherung* that they received for the preceding month. Proof will be provided by the 10th of a month if possible. Furthermore, beneficiaries must specify income that must be considered in accordance with Article 5. For this purpose, the beneficiary will maintain an income statement (sample 5) and also include therein other changes of eligibility requirements (Art. 8, paras 1 and 2, of the *TV Soziale Sicherung*) (see para 2.13.1).

Enclosures:

Enclosure 1	Guidelines for Payment of a Transition Allowance in Addition to Benefits under the *SGB II*.
Sample 1	Certificate of Separation.
Sample 2	Transition Allowance Handout.
Sample 3	Application for the Transition Allowance.
Sample 4	Notification of Application.
Sample 5	Income Statement and Change Notification.

If the Back button of your browser is not visible, use ALT + Back Arrow to return to previous location.

GUIDELINES
for Payment of a Transition Allowance
in Addition to Benefits under the *Sozialgesetzbuch (SGB)* (Social Security Code) *II*
As of: August 2012

Preliminary remarks: In accordance with the *TV Soziale Sicherung*, a transition allowance will be paid in addition to the benefits granted by the *Bundesagentur für Arbeit* because of unemployment (unemployment benefits, unemployment assistance, subsistence allowance). Subsistence allowance in the meaning of section 153, old version of *Drittes Buch*, *Sozialgesetzbuch (SGB III)* (Social Security Code III), was discontinued effective December 31, 2004, and replaced by unemployment benefits with vocational training in accordance with section 3, paragraph 4, *SGB III*. Unemployment assistance was discontinued effective December 31, 2004. When the *Zweites Buch, Sozialgesetzbuch* (*SGB II*) (Social Security Code II) was introduced, the newly created basic benefits for individuals seeking work were introduced.

There are fundamental legal and systematic differences between the old and new benefits. The benefits according to the *SGB II* are no longer based on the earnings before the time of unemployment but rather on the needs of the person fit for work and other members of his or her *Bedarfsgemeinschaft* (that is, persons who have a special personal or family relation and live in a joint household and therefore are supposed to provide material support for each other and jointly ensure subsistence) for covering costs of living and assuring a livelihood.
[The legal and systematic differences] do not allow transferring previous Tariff provisions on the payment of the transition allowance to the changed legal provisions by simply comparing the old and new benefits.

The following will apply with regard to the payment of the transition allowance in addition to the *SGB II* benefits:

Basic principle: The transition allowance will also be paid in addition to the basic benefits paid to individuals seeking work in accordance with chapter 3, paragraph 2, (benefits for covering costs of living and assuring a livelihood), of the *SBG II*. These benefits will replace the unemployment assistance pursuant to Article 4, paragraph 1b, of the *TV Soziale Sicherung*.

An obligation to pay a transition allowance in addition to the benefits pursuant to the *SGB II* is principally recognized. For the details regarding the computation and payment of the transition allowance, the below comments regarding the components of the basis for benefits and the offsetting of benefits according to Article 5 of the *TV Soziale Sicherung* will apply.

Basis for benefits: Payment of the transition allowance will be based on the unemployment benefits II or social benefits drawn by the *Bedarfsgemeinschaft* to which the person who receives the transition allowance because he or she is fit for work but in need of financial support belongs. The below section specifies exemptions from this principle and details regarding the computation [of the transition allowance] (components of the benefits on which the transition allowance is based).

Members of a *Bedarfsgemeinschaft* who qualify for financial support but are not fit for work cannot receive the transition allowance. In this case, the person does not receive benefits “from the Labor Agency because of unemployment” (Art. 4, para. 1b, of the *TV Soziale Sicherung*).

Components of the basis for benefits: The following components of the unemployment benefits II or social benefits (sec 19 of the *SGB II*) will be considered for assessing the transition allowance:

- Standard benefits for covering costs of living and assuring a livelihood (sec 20 of the *SGB II*).
- Benefits for additional requirements for livelihood (sec 21 of the *SGB II*).

● Benefits for housing and heating (sec 22 of the *SGB II*).

The basis for benefits also includes benefits for education and participation under section 19, paragraph 2, in conjunction with section 28 of the *SGB II*).

Benefits for non-recurring requirements (sec 24, para 3, of the *SGB II*) will not be considered.

The transition allowance for a person who is fit for work but in need of financial support will be based on the total amount of the above listed benefits and allowances granted to the entire *Bedarfsgemeinschaft* (total need). An exemption will apply to the standard benefits granted for covering costs of living and assuring a livelihood (sec 20 of the *SGB II*). For members of a *Bedarfsgemeinschaft* who are entitled to the transition allowance, these standard benefits will be considered only up to the amount to which a single person would be entitled (uncurtailed standard rate pursuant to sec 20, para. 2, of the *SGB II*); the benefits for housing and heating, however, will be considered in the actual amount granted to the *Bedarfsgemeinschaft* (ruling by the *Bundesarbeitsgericht* (*BAG*) (Federal Labor Court) of November 23, 2006 – 6 AZR 365/06 – in conjunction with *BAG* Decision of May 8, 2008 – 6 AZN 973/07).

If two partners of a *Bedarfsgemeinschaft* are entitled to the transition allowance, the above-mentioned basis for benefits will be used for both transition allowance computations.

In case benefits were reduced because they were offset against earnings or capital, the unreduced amount will be used as a basis [analogous application of Art. 4, para. 2a(1), of the *TV Soziale Sicherung* in conjunction with para 2.7.2 *EVR* (Explanations and Guidelines)].
In case the offsetting against earnings and capital were to result in a complete loss of the benefits, the transition allowance paid previously in addition to the unemployment benefits will continue to be paid for a term of up to 52 weeks [respective application of Art. 4, para 2a(2), of the *TV Soziale Sicherung* in conjunction with paras 2.7.3 through 2.7.5 *EVR* (Explanations and Guidelines)].
Continued payment requires the submission of a notice by the responsible basic financial support carrier in accordance with section 6 of the *SGB II*. The notice will show that the person entitled to the transition allowance continues to be fit for work and available for the labor market but does not draw unemployment benefits II because he or she does not require financial support (sec 9 of the *SGB II*). In case the respective notice is not issued because the transition-allowance recipient fails to cooperate, the transition allowance cannot be paid.

Penalties: In case the penalties pursuant to sections 31 and 32 of the *SGB II* will generate a curtailment of benefits based on *SGB II*, computation of the transition allowance will be based on the unreduced amount [analogous application of Art. 4, para 2a(1), of the *TV Soziale Sicherung*].
In case such penalties cause the benefits to cease to exist, the entitlement to the transition allowance will be suspended for the period during which the benefits continue to cease to exist (para 2.7.3 of *EVR* [Explanations and Guidelines]).

Offsetting benefits: The tax exemption amount for earnings from gainful employment (sec 11b, para 3, of the *SGB II*) that is not offset against unemployment benefits II by the *Agentur für Arbeit* must be offset against the transition allowance pursuant to Article 5 of the *TV Soziale Sicherung*. The tax exemption constitutes a benefit to which an employee is entitled vis-à-vis a new employer and which has not yet caused a reduction of *Bundesagentur für Arbeit* benefits.

However, the following items are not to be offset:

● Compensation for additional expenditures for additional work in the public interest (so-called 1-euro-jobs) pursuant to section 16d of the *SGB II*; the above does not constitute earnings but a (tax-free) allowance for special expenditures.

● A supplement that may have been granted to the contributions in case of exemption from the mandatory coverage pursuant to section 26 of the *SGB II*; this supplement will merely replace the contributions borne by the German Government towards the statutory sick, long-term care, and pension insurance for benefit recipients who are subject to social security contributions.

Explanations Regarding the *TV Social Security*
Sample 1

Agency of the Forces

Certificate of Separation for Separations in Accordance with Section 2, Paragraph 1, of the *TV Soziale Sicherung*

Please check and complete relevant sections.

Name (last, first)		
Birth name (if applicable)	Date of birth	
Street name and number	Zip code	City
Last employing agency	Last permanent duty station	
Last job as	Date of separation	

The employee was separated because of a reduction in force—

- Resulting from a reduction in troop strength

- Resulting from the **deactivation** of the agency effective (date of deactivation)

- Resulting from the **relocation** of the agency to—

(new location) effective (date of relocation)

- In **causative connection** with—

Deactivation of the following agency effective (date of deactivation)

Relocation of the following agency effective (date of relocation)

to (new location)

Employment was subject to the provisions of the *TV AL II* by virtue of applicability.

Explanations Regarding the *TV Social Security*
Sample 1

For his or her last job, the employee received compensation for—

Trade category	Wage group		Salary group	Salary step	*TV AL II*

with regular workhours of _____ hours.

On the day of separation, the employee had completed the following periods of creditable employment:

				Years	Months
In accordance with section 8 of the *TV AL II*					
from	until	=			
In accordance with section 8 of the *TV B II*					
from	until	=			
Recognized out-of-tariff periods that can be recognized in the context of paragraph 2.2.3 of the explanations and guidelines for the *TV Soziale Sicherung*					
from	until	=			
Reason:					
Periods that, by act of law, are furthermore considered to count towards length of service					
from	until	=			
Reason:					
Total creditable period of employment within the meaning of the *TV Soziale Sicherung*					

The employee is severely handicapped within the meaning of the legal severely handicapped provisions.

Degree of handicap _____ percent

The employee was not offered other employment within the meaning of section 2, paragraph 3, of the *TV Soziale Sicherung* with the Stationing Forces.

Place _____ Date _____ (Stamp) Signature _____

If the Back button of your browser is not visible, use ALT + Back Arrow to return to previous location.

Information Handout*
Regarding the Transition Allowance Under the *TV Soziale Sicherung*

1. The transition allowance is designed to facilitate reintegration into employment for long-term employees of the Stationing Forces who lose their job because of a reduction in troop strength or because of the deactivation or relocation of their agency for military reasons. Payment of the transition allowance requires that the separated employee makes all efforts to find a new job that is, if possible, of equal value.

2. Employees who can assume employment outside the Stationing Forces will be granted the transition allowance in addition to earnings from such employment provided these earnings amount to less than the basic compensation last earned with the Stationing Forces. Employees who are unemployed will receive the transition allowance in addition to the benefits paid by the *Agentur für Arbeit* (labor agency). Employees who are unfit for work will receive the transition allowance in addition to sick, injury, or interim allowance.

3. The duration of transition allowance payments is governed by the creditable period of employment and by the employee's age (see para 8).

Eligibility Requirements.

4. The employee must have been separated as a result of—

   a) A reduction in troop strength or

   b) A deactivation of agencies or units or their relocation ordered for military reasons. This requirement is also considered met if the position was lost as a result of a deactivation or relocation of another agency that was ordered for military reasons.

   Under certain conditions, an annulment contract is considered equivalent to a separation. Employees who resign will not be entitled to [the transition allowance].

2. At the time of separation, the employee must have—

   a) Had regular weekly workhours of at least 18 hours for at least 1 year.

   b) Completed at least 10 years of creditable employment.

   c) Had his or her permanent residence in an EU member state for the past 5 years.

6. An employee who was offered another reasonably acceptable position with the Stationing Forces of the same Sending State in Germany by the day of separation will not be entitled to the transition allowance.

* See paragraph 20.

7. The following employees no longer be entitled to the transition allowance: Employees who—

   a) Are terminated without notice from employment that was initiated after the separation.

   b) Are granted invalidity pension or pension because of a full reduction in earning capacity.

   c) On timely application, could receive retirement pay from the statutory pension insurance. This will also apply if, in case of premature use (before having reached 65 years of age or a lower retirement age relevant for the insured), only a reduced retirement pay can be drawn.
   If the requirements for receiving or prematurely using retirement pay are met, eligibility for the transition allowance will also end if the retirement pay is actually not drawn. Benefits from a releasing life insurance are considered equivalent to retirement pay.

   d) Have reached 65 years of age.

Duration and Amount of Payment.

8. The period of eligibility for payment of the transition allowance is governed by the number of years of creditable employment with the Stationing Forces and by the employee's years of age at the time of separation.

Creditable Period of Employment (minimum)	**Years of Age (minimum)**	**Period of Eligibility**	
		(maximum duration)	**(earlier end)**
10 years	40 years	Up to 2 years	The period of eligibility will end **at the latest** with the loss of eligibility in accordance with paragraph 7.
10 years	45 years	Up to 3 years	
10 years	50 years	Up to 4 years	
15 years	40 years	Up to 3 years	
15 years	45 years	Up to 4 years	
15 years	50 years	Up to 5 years	
20 years	55 years	Until attainment of 65 years of age	
25 years	50 years		

9. The transition allowance will be paid only if and as long as the separated person receives income of the following type:

   a) Earnings from employment outside the Stationing Forces; such employment must meet certain minimum requirements.

   b) Benefits from the *Agentur für Arbeit* because of unemployment or professional training measures (for example, unemployment benefits, unemployment benefits II, unemployment benefits with vocational training).

   c) Sick pay from the statutory health insurance.

   d) Injury pay or interim allowance from the statutory accident insurance.

10. For periods of unemployment during which the employee does not receive benefits to cover costs of living and assure a livelihood based on *SGB II* for the sole reason that he or she does not require financial support, the transition allowance previously paid in addition to unemployment benefits will continue to be paid for a total of 52 weeks, however not beyond the period of eligibility.

11. For periods of unfitness for work because of sickness or an on-the-job accident, the transition allowance paid in addition to sick or injury pay will be paid only for up to a total of 12 weeks within 1 calendar year, however not beyond the period of eligibility.

12. The basis for assessment for the transition allowance is the basic compensation in accordance with Article 16, paragraph 1a, of the *TV AL II*, to which the employee was entitled for a full calendar month at the time of dismissal based on his or her regular weekly workhours. For computation of the transition allowance paid in addition to the benefits from the *Agentur für Arbeit*, sick pay, injury pay, or interim allowance, the basis for assessment will be reduced by the statutory pay deductions.

13. The basis for assessment is based on dynamic developments, that is, in every calendar year after separation, it will be adjusted by the percentage rate by which the pensions from the statutory pension insurance are modified by law.

14. During the first year after employment ends, the transition allowance will amount to 100 percent; starting the second year, it will amount to 90 percent of the difference between the basis for assessment on the one side and the earnings from other employment or other benefits within the meaning of paragraph 9 on the other side. If such benefits (for example, sick pay) are reduced by social security contributions, the transition allowance will be based on the unreduced amount of benefits.

15. Benefits other than the ones listed in paragraph 9 to which the employee is entitled for periods during which he or she receives the transition allowance will be offset against the transition allowance. Benefits that will be offset against the transition allowance include in particular—

    a) Christmas pay, leave pay, and other regular or non-recurring payments paid in connection with employment (unless already considered as earnings).

    b) Payments in lieu of leave and, if applicable, indemnity payments paid because of termination of employment.

    c) Invalidity pension or pension because of partially reduced earning capacity, pension from the statutory accident insurance, and widow's or widower's pension.

    d) Pensions under the *Bundesversorgungsgesetz* (Federal Pension Law), to include pensions from a country other than Germany.

    These and similar benefits will also be offset if the entitlement is reduced or lost only because the beneficiary failed to apply for the benefits on time.

Premium Supplement.

16. On request, separated employees who continue contributory insurance in the group-life insurance will receive a supplement for the insurance premium starting the second year after separation. The supplement will be paid only if the maturity payment is due in the calendar year in which the employee reaches 65 years of age.

Procedures.

17. Regular benefits under the *TV Soziale Sicherung* and, if applicable, the amount of increase (Art. 4, para 4, sent 2, of the *TV Soziale Sicherung*) necessary for covering annual income taxes because of progression on receipt of the tax statement will be paid **on application only**. The application must be submitted to the servicing payroll office immediately; application forms will be available from the servicing payroll office.

18. The employee is required to—

    a) Submit documents and records necessary for determining and computing the benefits to the payroll office responsible for payment **within 3 months**. Benefits for periods of eligibility for which the necessary applications, proof, and documents are not submitted within 3 months will be forfeited.

    b) Apply on time for creditable benefits (para 15) to which the employee is entitled.

19. The transition allowance and the premium supplements that were paid on the basis of information that the person entitled to file an application, deliberately or by gross negligence, provided incorrectly or incompletely or failed to provide must be repaid in full.

NOTE.

20. This handout merely serves as general information for the separated employee. Only the *TV Soziale Sicherung* is relevant for the legal evaluation of an employee's eligibility. Binding information may be provided only by the responsible payroll office.

Explanations Regarding the *TV Soziale Sicherung*
Sample 3

Application for Transition Allowance in Accordance With the *TV Soziale Sicherung*

Servicing payroll office	Date stamp
For remarks of the payroll office	
Name (last, first)	
Birth name (if applicable)	Date of birth
Street name and number	Zip code, city

Bank Information:

Account number:	Bank:	Bank code:

1. The notification of separation on which the application is based

☐ is enclosed ☐ has already been submitted ☐ will follow

2. At the time of my separation from the Stationing Forces, I - Had been full-time employed for at least 1 year. - Had been employed with the Stationing Forces for at least 10 years. - Was at least 40 years old.	 ☐ yes ☐ no ☐ yes ☐ no ☐ yes ☐ no
3. During the last 5 years before my separation, my permanent residence was in an EU member state. If yes,	☐ yes ☐ no

from	until	in
from	until	in
from	until	in

4. I currently meet the requirements of the statutory pension insurance for receipt of retirement pay (also premature retirement pay).	☐ yes ☐ no
5. I am exempt from compulsory coverage in the statutory pension insurance. **Notification must be enclosed.**	☐ yes ☐ no
6. I have been granted invalidity pension or pension because of full reduction of earning capacity from statutory retirement pay. **Notification must be enclosed.**	☐ yes ☐ no
7. I am severely handicapped within the meaning of *SGB IX* or have applied for recognition.	☐ yes ☐ no

I am applying for payment of a transition allowance based on Article 4 of the *TV Soziale Sicherung*.
I certify that above information is true and complete.

Place _____ Date _____ Signature _____

Only fully completed forms can be processed. If you have questions, please contact your payroll office.

Explanations Regarding the *TV Soziale Sicherung*
Sample 4

Responsible payroll office.
– *TV Soziale Sicherung* –

Transition Allowance in Accordance with the *Tarifvertrag vom 31. August 1971 zur sozialen Sicherung der Arbeitnehmer bei den Stationierungsstreitkräften im Gebiet der Bundesrepublik Deutschland* (Tariff Agreement, August 31, 1971, Social Security of Employees of the Sending States Forces in the Federal Republic of Germany (Social Security Agreement))

Your application dated
Received here

Form of address,

You will presumably receive benefits in accordance with Article 4 of the *TV Soziale Sicherung* for the period starting (*date*). This is subject to your meeting the requirements under the Tariff Agreement during the period of eligibility.

The period of eligibility will end—

- At the end of the month in which you meet the requirements for receipt of retirement pay, invalidity pension, or pension because of full reduction of earning capacity. This will also apply if you can draw only a reduced retirement pay before having reached 65 years of age.

- On the day of separation if you are terminated from employment without notice.

- Not later than (*date*).

In this context, reference is made to paragraphs 7 and 8 of the information handout that you received.

The basis for assessment for the computation of the transition allowance will be the basic compensation to which you are entitled under the Tariff Agreement based on your regular workhours of (number) per week for a full month at the time of separation.

Wage or salary per schedule	€
Performance allowance	€
Personal supplement	€
Foreman or leader supplement	€
……..	_____
Gross basis for assessment	€

The above basis for assessment will be reduced by the statutory pay deductions (net basis for assessment) if the transition allowance is paid in addition to—
- Benefits from the *Agentur für Arbeit.*
- Sick, injury, or interim allowance.

During the first year of the eligibility period, the transition allowance will amount to 100 percent of the difference by which your income within the meaning of Article 4, paragraph 1, of the *TV Soziale Sicherung* falls short of the basis for assessment (see para 14 of the information handout). Starting the second year of the eligibility period, the transition allowance will amount to 90 percent of the difference. Other earnings within the meaning of Article 5 of the *TV Soziale Sicherung* will be offset against the transition allowance (see para 15 of the information handout).

For computation of the transition allowance, we request that you submit proof of income with the information for 1 calendar month (accounting period) by the 10th of the following month to this payroll office.

Furthermore, we would like to point out that, in case of nonsubmission of proof of income after 3 months, benefits will not be paid for periods that date back more than 3 months.

Sincerely,
By order

Explanations Regarding the *TV Soziale Sicherung*
Sample 5

Proof of Income and Data Change Notification for Computation of the Transition Allowance in Accordance With the *TV Soziale Sicherung*

for the month _____ year ____

Servicing payroll office		Date stamp
For remarks of the payroll office		
Name (last, first)	Official in charge, code	Date of birth
Street, name and number	Zip code, city	Telephone

1. I received income from new employment. **Please include pay slip**	no ☐	yes ☐
2. I received the following benefits from the *Agentur für Arbeit* or other benefit providers:		
- Unemployment benefits.	no ☐	yes ☐
- Subsistence allowance, unemployment benefits with vocational training.	no ☐	yes ☐
- Allowance to cover costs of living based on *SGB II*.	no ☐	yes ☐
- Benefits for requirements of education and participation under *SGB II*.	no ☐	yes ☐
- Sick pay from the statutory health insurance.	no ☐	yes ☐
- Injury pay from the statutory accident insurance.	no ☐	yes ☐
- Interim allowance from the statutory accident insurance.	no ☐	yes ☐
- Interim allowance from the statutory pension insurance.	no ☐	yes ☐
- Other benefits (for example, benefits from health insurance, accident insurance, pension insurance).	no ☐	yes ☐
Benefits were received based on the enclosed or already submitted statement issued by the responsible authority. **Please include payment documentation.**	no ☐	yes ☐
3. I have received, can claim, or have requested other income.		
- Retroactive payments or other benefits from new employment.	no ☐	yes ☐
- Invalidity pension/pension because of a partially reduced earning capacity.	no ☐	yes ☐

- Widow's or widower's pension.	no ☐ yes ☐
- Accident pension.	no ☐ yes ☐
- Injury pension.	no ☐ yes ☐
- Other benefits from public funds, such as war veterans pension benefits/pension benefits under the *Bundesversorgungsgesetz* (Federal Pension Law), also from other countries (for example, military pension)	no ☐ yes ☐
- From additional employment.	no ☐ yes ☐
- From employment, a secondary job, or volunteer work (for example, also from employment considered insignificant or with low remuneration, expense allowance).	no ☐ yes ☐
Income from gainful employment that will not be offset against unemployment benefits II because it does not exceed tax-free allowance. **Please include payment documentation.**	no ☐ yes ☐
4. The following changes have occurred to my personal circumstances:	
- I have applied for invalidity pension or pension because of a full reduction in earning capacity.	no ☐ yes ☐
- I have been granted invalidity pension or pension for full reduction in earning capacity. **Please include official notification.**	no ☐ yes ☐
- I meet the requirements of the statutory pension insurance for receipt of retirement pay (also early retirement pay).	no ☐ yes ☐
- I was terminated without notice from employment.	no ☐ yes ☐
- I am severely handicapped within the meaning of *SGB IX*.	no ☐ yes ☐
5. I have continued the additional contributory insurance in accordance with Article 39 of the *TV AL II* (group-life insurance). **Please include payment documentation.**	no ☐ yes ☐

I certify that all of the information above is true and complete.

I am aware that a transition allowance that was paid on the basis of information that was deliberately or by gross negligence provided incorrectly or incompletely or that was not provided at all must be repaid in full. In such case, the right of criminal prosecution for fraud in accordance with section 263 of the *Strafgesetzbuch (StGB)* (German Penal Code) will be reserved.

Important information:

If you received benefits from the *Agentur für Arbeit* or another agency (for example, unemployment benefits, allowance to cover costs of living based on *SGB II*, subsistence allowance, unemployment benefits with vocational training, or other benefits), you are required to submit your income tax assessment for the respective year to the payroll office for determination of your definite transition-allowance entitlements. The assessment must be submitted not later than within 3 months after delivery of the assessment from your tax office.

Place	Date	Signature

Only fully completed forms can be processed.
If you have questions, please contact your payroll office.