

































































































to the effect that no claim has been, or in the event of payment of compensation by the MOD, will be made to any other agency.

220. LSU is to check:

- a. If any Health and Safety or factory regulation had been contravened and, if so, by whom.
- b. Whether the unit had failed to issue any necessary instructions for the safety of employees.
- c. If possible, the accuracy of the value of the claim.
- d. Whether a physical injury was sustained as a result.

221. After checking the claim the OC LSU is to forward it with any necessary comments and recommendations to Area Claims Officer North West Europe, HQ BFG, BFPO 140.

222. The above procedure applies only to personal property damage claims and NOT to claims for accident insurance benefits which are dealt with through the Lohnstelle for DEL Claims for general damages by DEL; which under German law can only succeed if the employee establishes in court that an accident was deliberately caused by the employer, are to be referred to the Lohnstelle, Soest through LSUs.

223. Claims which are not submitted within three months of the incident giving rise to the loss or damage will be rejected unless there are exceptional or extenuating circumstances.

224. **Losses to Personal Property.** The safe custody of all personal property is primarily the responsibility of the owner. Where lockable facilities are provided by the employer, they must be used by the employee. This is to be made known through unit instructions.

225. **Rest Rooms.** In accordance with good employer practice and the German Trade Code (Gewerbeordnung) units are, where appropriate, to provide suitable rest room accommodation for their LEC. The establishing of rest rooms does not attract an entitlement to additional accommodation stores or other additional expenditure. Such rooms are not required to be registered as encroachments.

226. **Provision of Personal Aids for LEC.** The provision of working aids, furniture etc., is good employer practice and helps to reduce sick absence. More significantly, in the long term it also serves to combat instances of job connected illness among DEL, for which any pensions are paid by the Forces. These rules do not apply to the provision of spectacles, specially made orthopaedic footwear or surgical aids.

- a. **Severely Handicapped Persons (SHPs).** The preconditions for granting personal aids for Severely Handicapped Employees by the Hauptfürsorgestelle (HFS) Integrationsämter or Fürsorgestelle respectively are laid down in SGB IX. Irrespective of these legal provisions, Art 14 (3) SHP Law shall apply, according to which the employer has the prime responsibility for the provision of suitable equipment for such workplaces. The employer has special responsibilities for registered SHP and employees of equal status. Financial cover for the provision

of prescribed work aids of furniture lies primarily with the employer with a possible contribution from the HFS. If no funds are available from the budget holder, the LSU is to apply to the HFS to provide or fund any prescribed aids or furniture for SHPs.

b. **DELs who are not registered SHP.** The guidelines set out below are to be followed in the processing of applications for working aids for those employees who have an established medical requirement. Consideration should always be given to the provision of equipment by German authorities or insurance carriers before committing British funds.

(1) **Application to the German Authorities.** Where a specialist in industrial medicine or a doctor specialized in orthopaedic medicine prescribes the use of orthopaedic aids or furniture, the individual is to submit an application with the medical certificate through the Employing/User unit to the LSU. The LSU (assisted by LEC Sp Svcs) will establish whether or not such items can be funded or supplied by German Health Insurance Organisations or Pension Boards. If the required item can be funded by any of the organisations above, the employee is to be invited to apply to the particular organisation concerned.

(2) **Provision and Accounting.** If equipment is provided in whole or part by any German organisation, it is for the exclusive use of the employee concerned. It is the employee's responsibility to dispose of the item in accordance with the providing organisation's instructions.

(3) **Provision from British Sources.** If the LSU is unable to obtain the necessary equipment from German Sources, Budget Holders may consider funding such items. However it should be noted that there is no legal requirement to do so. When equipment, prescribed by a specialist in industrial medicine or a doctor specialised in orthopaedic medicine, is obtained it is to be provisioned and controlled by Employing/User Units.

## **Accommodation and Meals - DEL**

227. **Authority.** DEL are not normally to be allowed to live in MOD premises unless prior authority has been granted by HQ BFG. The following conditions apply:

a. Application is to be made HQ BFG through staff channels stating why accommodation is required, the type of accommodation available and listing the minimum accommodation stores required.

b. Charges for accommodation, including utilities, are assessed by the German authorities through LSUs. Charges are to be deducted at source and BFG Forms 24 are to be endorsed 'Living in'.

c. H Tariff employees are to be charged for meals and accommodation at the special rates laid down in CTA II Appendix H.

## **Canteens**

228. **General.** Where civilian facilities are inadequate or expensive, units may provide











255. **Negotiations.** The Law requires the Head of Agency and the Works Council to: “Work together in a spirit of mutual trust for the well being of the employees and the accomplishment of the task of the agency.” Within this framework certain proposed actions which impact upon employees are subject to “co-determination” and others are limited to co-operation. A further category requires the works council to be heard. Definitions are as follows:

- a. **Co-determination.** This requires the parties to reach mutual agreement to a proposed course of action prior to its implementation.
- b. **Cooperation.** A proposed course of action is to be thoroughly discussed with the Works Council prior to its implementation.
- c. **Be Heard.** The Works Council is to be given the opportunity to comment on the proposal.

256. **Time Frames.** Under terms of the FPRL Co-operation and co-determination procedures are regulated by rigid time frames. Failure to conform to the timetable may invalidate the negotiating procedures and result in additional expense. The receipt of all communications from Works Councils is therefore to be recorded on the document concerned by date and time and all time frames detailed in FPRL are to be strictly observed. Matters subject to co-determination are listed at Annex H and those subject to cooperation at Annex I.

257. Matters which are to be heard are less formally regulated, but remain a prerequisite to certain proposed actions. The UWC is to be heard prior to the issue of extraordinary notice of termination of employment, including instant dismissal, and prior to the issue of notices to wage earners during the probationary period (See Art 79 (3) (FPRL)). The UWC is also to be heard prior to the submission to Higher Formation/Budget Holder of any application to amend LEC complements.

258. **Limitations.** The rights of Works Councils under the FPRL are limited by the NATO Status Forces Agreement. Accordingly, members of a Works Council have no right of access to security classified information and may not enter restricted or secure areas within the agency, except under conditions where they would normally be granted access.

259. In exceptional circumstances the right of co-determination may be restricted to co-operation. This might apply when the right to co-determination conflicts with military security interests which are particularly worthy of protection. In such circumstances the matters may, with the authority of the highest service authority (GOC BFG), be restricted to co-operation. Heads of Agency must refer any such cases to their LSU for processing to LEC Sp Svcs HQ BFG before applying the limitation. If agreement is given, the Highest Service Authority will provide the Head of Agency with written authority detailing the reasons and extent of the restriction which must be conveyed to the Works Council. Where the reasons cannot be disclosed the authority must be supported by a formal declaration to this effect from the president of the Federal Labour Court.

260. **Works Agreements.** Where a UWC agrees to enter into a written agreement with the OC User Unit, Works Agreements may be drawn up between the Head of Agency and the UWC in accordance with the provisions of Art 74 of FPRL. The example at Annex D should be modified according to the requirements of the unit and the UWC and provided

any functions and additions are agreed by both and permissible in accordance with the law.

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## DOCUMENTATION PROCEDURES FOR THE BFG FORM 24 ATTENDANCE RECORD

1. **General.** The BFG Form 24 Attendance Record and supporting documents provide attendance data to effect the payment of LEC salary/wages by the last working day of a month. All attendance documentation is to be forwarded by unit line management for processing to the appropriate LSU. Prompt, accurate and full input is required from units to maintain an efficient service and to minimise the risk of overpayment and financial losses. This Annex provides units with instructions on the completion and submission of DEL attendance information.
2. **Procedures.** Employing/User Units will receive attendance record sheets for each employee by the last day of the preceding month. The form will be pre-printed with fixed personal and employment details. The field of the BFG Form 24 headed **Art der Vergütung** is for LSUs performing direct pay and is to be left blank by units (exception Paderborn units performing direct reporting of pay).
3. Units are to record all occurrences which take place up to and including the last Sunday of the month under the field headed **Laufender Monat**. Any residual information relating to the remaining days of the month are to be entered on the next month's BFG Form 24 under the section headed **Nachtragsfeld des Vormonats**. Units are responsible for completing and certifying the fields of the form as follows:
  - a. **Time Recording.** Attendance records for those employees who work overtime, shift hours, night duties, Sunday and public holiday work, less than the normal daily hours or whose daily hours are subject to variation are to be accurately maintained by supervisors to show the time of arrival and departure to the nearest fifteen minutes. In such cases the employee is to sign each entry in the Last column on the right hand side of the BFG 24. Where an employee has not signed each entry it will result in BFG Form's 24 being returned to the unit.
  - b. Time recording is not required for those employees who work regular hours.
  - c. **Occurrences.** The following occurrences are to be entered in the **Vormittags Beginn** column using the abbreviations listed:

<u>Full Description</u>	<u>Abbreviation</u>	<u>Comment</u>
Unauthorised Absence – unpaid	UA	
Cure Leave	CL	
Child Rearing Leave	CR	
Educational Leave	EL	
Dismissed	D	
Public Holiday	PH	
First day of a period of notice	K	
Annual Leave	L	
Each day spent of manoeuvres	M	
Under notice – not required to work	N	
Rest day	RD	
Sick Doctors Certificate	SDC	
Sick certificate not provided by individual	SUC	
Special Leave (including illness of child)	SL	Insert Name of Child
Unpaid Leave (child)	ULC	
Pflegezeit	PZG	
Training Course	TC	
Time off In Lieu	TOIL	
No Time off In Lieu	No TOIL	
Unpaid Leave	UL	

Note 1. Special leave should also be used to report special leave granted to DEL who are granted special leave by the LSU when Krankenkasse payments are not in issue.

Note 3 Units are to show the Sunday or Public Holiday for which time off was granted.

d. **Irregular Occurrences.** Items not covered by paragraph 3c and explanatory notes are to be entered in the field headed **Bemerkungen**.

4. **Supporting Documentation.** Employing and User Units are to forward all documentation, with the exception of sickness certificates, in support of occurrences which affect an individual's attendance to LSUs without delay (e.g.: leave passes, confirmation of pregnancy, letters of resignation, authorities for allowances etc.).

5. **Forecast Hours of Work.** Copies of standby schedules, shift plans and notification of the regular hours of work are to be forwarded to the LSU. for pay calculation purposes.



6. **Sickness Reporting.** Sickness Certificates are to be forwarded direct to the appropriate LSU. When employees return from a period of sickness the unit is to inform the LSU by phone who, in turn, are to notify the Lohnstelle..
7. **Leave.** Paid leave is to be controlled by **all** Units/LSUs who will periodically notify units of outstanding leave entitlements calculated from information submitted on attendance records.
8. **Dismissals/Terminations.** The attendance record of an employee who is dismissed or terminates employment is to be forwarded to the appropriate LSU. If the employee is dismissed or terminates in circumstances which could cause an overpayment, the unit is to inform the LSU immediately by telephone or fax.
9. **Travel Expense Sheets.** Claims are to be checked by the unit against attendance records prior to submission to the appropriate LSU. The existence of a claim in a particular month is to be signified by the annotation **RK** in the **Bemerkungen** box of the BFG Form 24.
10. **Signatures.** Entries on the BFG Form 24 are to be certified correct by a responsible officer in accordance with current instructions. The attention of OCs is drawn, para 1.237 of this instruction: Losses to Public Funds Caused by Misemployment or Negligence.
11. **Submission of Attendance Records.** Units are to dispatch attendance records to reach the appropriate LSU normally by three working days after the last Sunday in the month. A schedule of receipt dates will be published periodically by the LSUs. Attendance records are to be dispatched to the administering LSU.
12. Civil Labour Clerks in units which have been given authority for self administration of DEL pay in accordance with local LSU instructions will be required to prepare attendance data by completing the Art der Vergütung field and for the despatching of the original copy of BFG 24 to Lohnstelle Soest by the pre-arranged deadline.

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**APPLICATION FOR ATTENDANCE ON EXTERNAL TRAINING COURSE, SEMINAR  
INCLUDING COURSES AT THE LEC TRAINING WING – LOCALLY EMPLOYED  
CIVILIANS (LEC)**

**THIS FORM SHOULD ALSO BE USED FOR MILITARY AND UKBC APPLYING FOR  
TRAINING COURSE AT THE LEC TRAINING WING (PART 1 ONLY REQUIRED)**

**PART 1 (To be completed by the UCLO or Line Manager)**

**a. Individual's details:**

Unit.....BFPO.....UIN.....Budget  
Code.....

Name..... Forename.....Trade..... Grade.....  
\* DEL/DEP

Role within the Unit/Department.....Contact Tel No:.....

(If more than one employee please attached a nominal with all detail required at 'a')

**b. Course/Training details:**

Course/Training title.....  
Location.....

(for courses at the LEC Trg Wing, which are free of charge, please provide an alternate choice)

Start Date.....End Date.....

Reason for Training  
Course/Seminar.....

**c. Signature (UCLO or LM).....Name.....**

**Appointment.....Contact Tel No.....Date.....**

\* Delete as appropriate

- Notes.** 1. For courses at the LEC Training Wing this application is to be forwarded for completion at Part 2.  
2. For all other course proceed directly onto Part 3

**PART 2 (to be completed by the LEC Training Wing)**

a. \* It is herewith confirm that a vacancy has been allocated on the requested course in respect of:

.....

b. \* Unfortunately the requested training course is oversubscribed and as such a vacancy in respect of .....has been allocated on an alternative course as follows:

.....

c. Course confirmation notification is attached.

d. Please now take action by completing Part 3 and forward to your local LSU.

e. **Signature**.....**Name**.....

**Appointment**.....**Date**.....

**PART 3 (To be completed by the UCLO or Line Manager)**

a. Course Provider.....  
Cost(€).....(Including VAT)

Course Fees applicable \*Yes/No  
(if yes, application to be supported budgetary authority - Note 1)

**Travel and Subsistence costs (€) appropriate \*yes/no. If yes - proposed travel itinerary/costs:**

Travel dates: Out..... Return.....

Air: From.....To.....\*single/return Cost:.....

Rail: From.....To.....\*single/return Cost:.....

Car: From.....To.....\*own/hire/mil Cost:.....

Tunnel: \*Yes/No Cost:.....

Accommodation: \*Hotel/Mess No. Nights..... Cost:.....

Total (Travel/Accommodation) Cost:.....

**Signature (UCLO or LM)**.....**Name**.....

**Appointment**.....**Date**.....

**Notes:** 1. Applications for financial approval for LEC Training Courses and Seminars at cost, in respect of LEC employed in BFG units must be authorised by OC LEC Training Wing or, in the case of an 'agency, (e.g. Health service, DE etc) by the appropriate Budget Manager must be obtained in the first instance. This is by means of a letter of justification to the OC LEC Training Wing or appropriate Budget Manager. If approved financial authority will be provided. The letter of approval is to be attached to this form prior to it being forwarded to the LSU for completion at Part 4.

**PART 4 (to be completed by LSU)**

Day Allowance: No of days/hours.....@ rate..... Total.....

Night Allowance: No of nights..... @ rate..... Total.....

Kilometre Allowance: Distance.....@ rate..... Total.....

\*Travelling Time: No of hours.....@ rate..... Total.....

Other.....Total Allowances (€) :.....

**Co-determination procedures** have been initiated and concluded: \*YES/NO/NOT APPLICABLE

**Signature**.....

**Name**.....

**Appointment**.....

**Date**.....

**Notes**

1. In the case of DEL all course training is a matter of co-determination in accordance with FPRL 74. The OC LSU is to initiate co-determination where required.
2. Course bookings/travel arrangements must not be made until financial authority has been received from the Budget Holder.
3. Travel must be by the most cost-effective means.
4. Civil air travel will only be authorised where there are no trooper flights available.
5. Mess accommodation/facilities should be used where available. Hotel accommodation should be booked via the Central Hotel Booking Service (CHBS) who offer discounted rates to MOD personnel.
6. Car Hire/use of own car will only be authorised where there is no suitable public transport or the use of car hire/own car is more cost effective.

**PART 5 (to be completed by HQ BFG Log Sp (Tpt & Mov) but only if necessary)**

Application for movement by Air is \*authorised/not authorised

Cost of movement..... Application is to be made to.....Using reference.....

**Signature**.....

**Name**.....**Appointment**.....**Date**.....

**PART 6 (to be completed by Budget Holder/Manager) -**

\*Agreed/Not Agreed RAC to be charged.....Total Expenditure Authorised  
(€).....

Remarks.....

Signature.....Name..... Appointment.....Date.....

---

On completion of Part 5 this form is to be returned to the unit.

**Notes:**

1. Training course costs for DEL may be recoverable from the employee if he/she leaves employment within a specified period of up to three years. Where appropriate a contract to this effect is to be drawn up by OC LSU and signed by the employee prior to the commencement of the course.
2. Individuals are to be reminded that they must obtain and retain receipts for expenditure incurred as they may be required to provide them as supporting evidence for claims and for audit purposes.
3. Travel Claim forms can be downloaded from the LEC Website [www.bfgnet.de/lecsupport](http://www.bfgnet.de/lecsupport).
4. Travelling Time is only applicable when there is no alternative other than to travel on a Saturday, Sunday or Public Holiday
5. BFG Budget Holders/Managers authorise T&S expenditure only at Part 6. SO2 Policy & Training will authorise actual training costs within the limit of his/her delegated authority on acceptance of the unit's justification.
6. For LEC employees of non-BFG organisations (other Land Forces units, DE, DE&S, ISS(G), et al), budgetary approval is required for training costs prior to submitting this application for completion by the LSU at Part 4 and for T&S expenditure at Part 6.

To: ..... (LSU)

From ..... (Unit)

**APPLICATION FOR GRANT OF**  
**PERFORMANCE/FUNCTIONAL ALLOWANCE**

**PART I**

**UNIT SUBMISSION**

1. Employee details

Name and initials of employee

DEL/Dep

Job Title

Trade and grade

Pers No

EKZ/WPN

<b>Performance*</b>	<b>Functional*</b>
---------------------	--------------------

(\* delete as applicable)

2. Detailed Justification/Recommendation

3. For Performance/Functional Allowance only

- a. These duties occupy the employee for \_\_\_\_\_ % of the working time.  
or
- b. The employee spends \_\_\_\_\_ (insert actual hours) performing these functions.

4. Details of recommending officer

Signature

Surname and Initials

Unit/Branch/Department

Rank/grade and Appointment

Tel Number

Date

**PART II  
LSU RECOMMENDATIONS**

1. Comments



The Worksite has/has not\* been inspected. (\*Delete as applicable)

Percentage/ € :  for the period

From  To

**NOT TO EXCEED 12 MONTHS**

4. Annual cost  €

5. **A copy of the contracted job description is attached.**

LSU stamp and date

Signature of OC LSU

Surname and initials

**PART III  
CERTIFICATION BY BUDGET MANAGER**

Comments

Signature of Budget manager

Surname and Initials

Unit/Branch/Department

---

Tel Number

Date

**PART IV**

**COMMENTS AND RECOMMENDATIONS OF LEC SP SVCS HQ BFG  
(FOR INITIAL APPLICATIONS ONLY)**

1. **Functional Allowance.** The allowance meets/does not meet\* the criteria laid down in CTA II.

2. **Performance Allowance.** It is confirmed that the allowance is paid for performance over and above the level expected of the trade/grade.

3. The grant for this individual Functional Allowance does not exceed the pay of the next higher grade.

4. The Allowance expires on

5. Comments:

Payment is APPROVED/ NOT APPROVED\*

(\*delete as applicable)

Signature of LEC Sp Svcs officer

Surname and Initials

Rank/grade and Appointment

LEC Sp Svcs Stamp and Date

Distribution:

Action: LSU

LEC Support Services  
File

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To:..... (LSU)

From ..... (Unit)

**APPLICATION FOR GRANT OF AN ALLOWANCE FOR  
SEVERITY  
CHARGE HAND AND LEADING CHARGEHAND**

**PART I**

**UNIT SUBMISSION**

1. Employee details:

Name and initials of employee

DEL/Dep

Job Title

Trade and grade

Allowance requested:

<b>Severity*</b>	<b>Chargehand/Leading</b>
------------------	---------------------------

(\* delete as applicable)

2. Detailed Justification/Recommendation:

3.
  - a. These duties occupy the employee for \_\_\_\_\_ % of the working time.  
or
  - b. The employee spends (insert actual hours) performing these functions.
  - c. It is confirmed that the duties are not part of the contracted job description of another employee.

Details of recommending officer:

Signature

Surname and Initials



Unit/Branch/Department

Rank/grade and Appointment

Tel Number

Date




**PART II**

**LSU RECOMMENDATIONS**

1. Comments

2. The worksite has/has not\* been inspected. (\*Delete as applicable)

3. Percentage/ € recommended:  for the period

from:  to

**NOT TO EXCEED 12 MONTHS**

Annual cost  €

LSU stamp and date

Signature of OC LSU

Surname and initials

---

**PART III**

**CERTIFICATION BY BUDGET MANAGER**

Comments

Signature of Budget manager

Surname and Initials

Unit/Branch/Department

Tel Number

Date

---

Distribution:

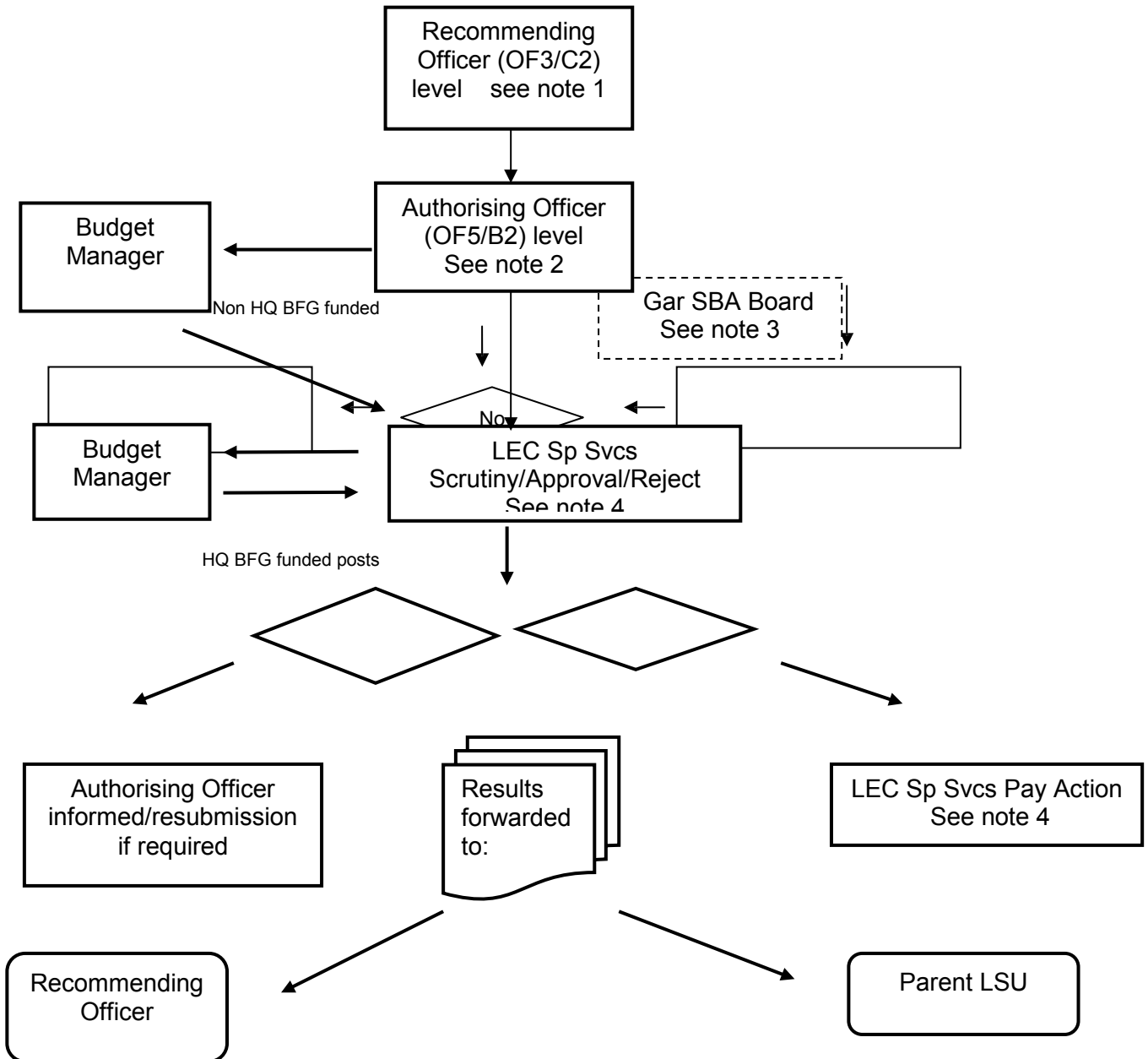
The Budget Holder is to retain a copy of the application and forward a further copy to the LSU who are to produce additional copies for distribution as under

1 copy to Unit  
LSU file copies

---



**LEC SBA PROCESS FLOW CHART**



Notes:

1. The Recommending Officer (minimum grade Major or equivalent, except where Captains are “in Command” and usually in the employee’s immediate chain of Command) must ensure that the individual or team task/activity meets the criteria for granting the SBA. Recommending Officers are not to inform individuals that their name has been put forward for a Special Bonus Award until the outcome of the application is known. The Recommending Officer must pass the Application to the Authorising Officer.
  2. The Authorising Officer (minimum grade Colonel or equivalent) must endorse the Recommending Officer’s justification and pass the application to LEC Sp Svcs for scrutiny. If the post is a non HQ BFG funded post, then budgetary approval must be obtained prior to forwarding on to LEC Sp Svcs. Email applications will be accepted with e-mail budgetary approval.
  3. A Gar SBA Board is to be convened to consider unit SBA applications ensuring that they are correctly justified, fair and that awards are proportionally consistent.
  4. LEC Sp Svcs will approve or reject the payment of the application, giving reasons. Following approval it will be processed for payment action. Copies will be distributed in accordance with the Flow chart above.
-

**LEC SPECIAL BONUS (SBA) – APPLICATION FORM**

**Part A. Recommendation for a Special Bonus Award**

The minimum (or equivalent) rank of the Recommending Officer should be that of a Major, except where a Captain is 'in Command' (or equivalent).

**Employee:**

<b>Name:</b>	<b>Personal Number:</b>	<b>Grade:</b>
<b>Unit:</b>	<b>EKZ/WPN:</b>	<b>LSU</b>

**Justification:**

<b>Recommended Amount:</b> € <b>Gross/Net*</b>
--

**Recommending Officer:**

<b>Name:</b>	<b>Rank:</b>
<b>Appointment &amp; Address:</b>	<b>Signature:</b>

**Part B – Supporting Officer (OF5 or equivalent):**

<b>Name:</b>	<b>Rank:</b>
<b>Appointment &amp; Address:</b>	<b>Signature:</b>
<b>Comments:</b>	

**Part C – Budget Approval:**

<b>Name:</b>	<b>Rank:</b>
<b>Appointment, Unit &amp; Address:</b>	<b>Signature:</b>
<b>Approved/Not Approved*</b>	

**Part D – LEC Sp Svcs:**

<b>Comments:</b>	
<b>Amount Authorised: €                      Gross/Net*</b>	
<b>Name:</b>	<b>Rank:</b>
<b>Appointment:</b>	<b>Signature:</b>

**LEC Sp Svcs Pay Action:**

<b>Amount to be paid:</b>	<b>€                      Gross/Net*</b>
<b>Payment to be made with:</b>	<b>Pay Element</b>
	<b>Allowance</b>
<b>Signature of processing clerk:</b>	
<b>Payment action on (Date):</b>	

\* Delete as appropriate.

Reference:

Date:

**LETTER OF CONGRATULATIONS ON THE AWARDING OF A SPECIAL BONUS AWARD**

Dear .....

I am writing to congratulate you on the awarding of a Special Bonus Award of €..... for ... (*this section should describe the justification for the SBA*) .....

Thank you for your (*dedication/performance/contribution on the project, etc.* \*)

Line Manager's name  
Signature

(\* Complete and delete as necessary)



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## **TEAM TRAINING AND SPORTS ACTIVITIES**

### **General**

1. Team Training can make an important contribution to the effectiveness of organisations. For this reason, such activities can be a valuable use of time and resources and are not discouraged providing they fall within the scope of regulations and the rules on regularity and propriety.

2. OCs LSU and their staff, Unit Civil Labour Officers and Line Managers should be aware of what type of activity constitutes Team Training. They are also to ensure that LEC (DEL and Dep) are aware of current Land Forces policy and regulations regarding team training

### **Definitions and Examples**

3. There is a difference between activities that directly contribute towards team training, skills or goals (classified as Team Training) and those which are less formal and solely intended to enhance team spirit (classified as Unit Cohesiveness).

### **Team Training**

4. Team Training is like any other training and must be based around learning and designed to address clearly defined training needs in support of business objectives. Its purpose should be to identify the most cost and time effective way of meeting a team's and individuals learning and development needs combined with the needs of business to improve the team relationships, skills or goals and/or effectiveness. If the purpose is not established, public money will be wasted and give the perception that taxpayers' money has not been used appropriately.

5. Detailed principles and methods for Team Training can be found in various training manuals but in summary Team Training, could cover:

- a. The theory of teams and how they work (N.B it is not necessary for trainees to be from the same team).
- b. Training an existing team to review, maintain and improve performance.
- c. Training an existing team to cope with change.
- d. Training a newly formed team to work together and understand their roles and responsibilities.



e. Training a team to identify team members' individual role preferences e.g. learning and working styles and personalities.

6. Team Training exercises qualify as a duty activity, but must meet legitimate training needs **designed to improve core or functional competencies and must fulfil all of the following criteria:**

- a. Clear, achievable and identifiable learning objectives (these may be for either the team as a whole and/or for each individual);
- b. Identifiable training or development needs; Identifiable links between core or functional competencies and business objectives;
- c. Detailed demonstration of core or functional competences it will improve/support and how this will be achieved.
- d. Demonstration of a clear benefit to the team and department as a whole.

### **Unit Cohesiveness**

7. If a proposed activity does not address a training need/involve staff working together and is solely designed to develop effective team spirit this is classed as “**unit cohesiveness**” Unit cohesiveness is more social in nature and not structured as a formal Team Training event. Examples would be an evening gathering at a local restaurant or a group attendance as spectators at a local sporting event.

### **Planning a Team Training Event**

8. As the majority of Team Training activities involve the use of public funds paid for from the relevant Unit/Department budget, the preferred option is to use of in-house providers.

9. It is MOD policy to encourage the maximum use of its facilities to meet defence requirements. The taxpayer has a right to expect that all those facilities will be used properly and to the full. Where it is practicable for the team's needs to be met using MOD facilities, they should be used, though this depends on the nature of the event, the number of people attending and availability of a suitable venue and distance from the duty station. However, on-site facilities should not simply be dismissed on the grounds of perceived disruptions that may or may not occur as these can easily be avoided or prevented through internal management measures.

10. Team Training events should normally only be for 1 working day however, it is acknowledged that some events exceed this duration. In any event where LEC are involved 2 days is considered the maximum.

11. Team Training should not be used solely as a reward mechanism for staff or as a means to boost staff morale.

## REGULARITY AND PROPRIETY

12. Although there is no definitive list of activities deemed to be **inappropriate for Team Training**, any activity that is not job-related, team-oriented or for which there is no clearly defined management or training objectives or is considered hazardous cannot be considered as an appropriate charge to public funds and no insurance cover would be entertained. A list of these activities is contained at Appendix 1 to this Annex.
13. In situations where units are considering holding such events are advised:
- a. The event will not be publicly funded.
  - b. Reimbursement of T&S costs is not appropriate.
  - c. The event should not take place during working hours or if so paid leave is to be taken and recorded.
  - d. That LEC are to be strongly advised to take out insurance against non-negligent injury. This can be achieved by taking out personal accident insurance at the individuals own expense.
14. Details of such events are to be made known to the OC LSU at least 6 weeks prior to the event taking place.
15. Accident insurance cover for works related accidents is, in respect of sports activities by LEC, given under the following circumstances only:
- a. Participation in sports activities organised by the employer which serve the purpose to alleviate the physical, mental and nerve strain caused by works activities:
    - (1) The sports activities must not be primarily competitive.
    - (2) Team games, e.g. soccer, rugby, basketball, volleyball, handball etc are normally of a competitive nature and are, therefore, not covered.
    - (3) Sports activities organised by employees themselves are not sports activities in the meaning of this management instruction.
16. Any cases of doubt are to be referred to the OC LSU for advice prior to sports activities being undertaken.

### **Funding and Affordability**

17. OC LEC Training Wing has delegated authority to authorise team training expenditure exclusively for BFG units only (less Travel & Subsistence (T&S) expenditure – see Para 19 below). All other BFG employing units and MOD Agencies (other Land Forces units, SCE, DIO, DE&S, ISS(G), et al), require the financial approval of the appropriate

Budget Holder as per Part 4 of Appendix 2 to this Annex to this instruction. Commercial Sponsorship is **not** to be sought for Team Training events.

18. T&S is to be claimed individually via the appropriate unit budget. Details of T&S costs where appropriate are to be included at Part 1 of Appendix 2.

### **Value for Money**

19. Team Training should offer value for money taking into consideration the cost of the training/activity, T&S and time away from the office/workplace.

20. Selection must be based on Value for Money criteria. It should demonstrate not only the cost of accommodation, facilities and transport arrangements, but also take account of the mix of quality, cost, resource use, fitness for purpose, timeliness and convenience to judge whether or not, when taken together, they constitute good value for money.

21. External facilities such as hotels, conference centres or activity centres should only be considered where they are cost effective. Unless there are good reasons not to, the Central Hotel Booking Service (CHBS) is to be used to book conference facilities and if applicable, accommodation. For Team Training events held in hotels, teams must ensure that overnight accommodation is the most effective and economical option taking into account the cost of travel, subsistence, saving of official time and practicality of the journey. Overnight accommodation would not normally be necessary if the hotel is within a reasonable commuting distance from the duty station and the event is conducted within normal duty hours.

### **Scrutiny and Endorsement**

22. All applications for team training are to be submitted as per Appendix 2 and should be in accordance with the guidance in this instruction and are to be submitted to the LEC Training Wing for consideration and approval. Where funding is required the application is to be supported by a Business Case. Applications are to be submitted at least 2 months in advance of the planned event and **must** include the following:

- a. Details of the activity.
- b. Clear aims and objectives and anticipated benefits.
- c. A description of and programme for the event/activity including a short risk assessment and reference to insurance cover.
- d. A list of attendees and a breakdown of the estimated cost.

23. On approval at Part 3, the SO2 Pol/Trg will forward the application to the appropriate LSU who will complete Part 3:

- a. Where required enter into co-determination procedures in accordance with the FPRL with the local unit works council in respect of DEL employees.
- b. Calculate T&S costs in accordance with current rates and forward the application to the appropriate Budget Manager/Holder for completion at Part 4.

c. Assuming T&S approval is granted the Budget Manager is to return the application to the LEC Training Wing who will issue the go ahead for the training to take place by completing Part 5.

### **Frequency/Timing**

24. If required, normally only one Team Training event per financial year will be approved, providing it fulfils the criteria set out in this instruction. Team Training should not automatically be considered as an annual event as other solutions may be appropriate to meet the business objective.

### **Attendance**

25. A key element of Team Training is inclusivity and, whilst it is appreciated that meeting the needs of everyone is difficult, units/departments should ensure that the chosen activity is one that **all** members of the unit or department will be comfortable with and will be able to attend. If an inappropriate activity is selected, people could feel excluded and the value of the activity will be lost.

26. The participation in Team Training must be restricted to employees of the same agency (or at least the same delegated employer).

27. Care should be taken to ensure that due regard is given to the MOD Equality and Diversity Policy.

### **Risk Assessments**

28. Unit Team Leaders must satisfy themselves that appropriate Risk Assessments have been undertaken and appropriate safety measures put in place prior to any event being authorised.

### **Security**

29. All staff are reminded not to publicise the presence of MOD and are reminded of their responsibility not to make bookings using MOD or Service details and or web browsers and host pages that require details personal or service, not to display site access passes and to avoid talking publicly about matters that identify individuals as employees of the MOD.

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## ACTIVITIES NOT CONSIDERED AS APPROPRIATE FOR TEAM TRAINING

The following activities are considered not appropriate and hazardous and as such do **not** qualify for funding at public expense and the MOD will **not** be liable for any insurance compensation claims received by LEC who have participated in such events that have taken place under the guise of 'Team Training':

Go-Karting, Paint balling, Quad Biking.

Clay pigeon shooting, Archery, Golf.

Commercial adventurous training mini breaks.

Day at the Races.

Brewery trips.

Dangerous sports, i.e. any activity that could potentially result in serious injury, such as:

Rock Climbing.

White water rafting.

Skiing/Snow Boarding etc.

Water Skiing.

Hang Gliding.

Parachuting.

Team games, of a competitive nature e.g. soccer, rugby, basketball etc.

Entrance fees to cultural, sporting events or tourist attractions.

**Note: This list is not exhaustive and each application will be judged on a case by case basis. The purpose of this list is to illustrate activities which have already been disqualified from public funding. If there is any doubt about the regularity or propriety and/or if a case is considered novel or contentious it is to be referred to LEC Sp Svcs, HQ BFG.**

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**APPLICATION FOR AUTHORITY TO CONDUCT A TEAM TRAINING EVENT - LOCALLY  
EMPLOYED CIVILIANS (LEC)**

**PART 1 (To be completed by the OC, UCLO or Line Manager)**

**a. Unit details:**

Unit.....BFPO.....UIN.....Budget Code.....

**b. Team Training Event Details:**

Event Title.....

Location.....

Provider.....

Objectives and anticipated benefits.....

.....  
.....

Description of the event/programme

(\*).....

.....

Risk Assessment

(\*).....

.....

.....

.....

List of LEC attendees by type (DEL or Dep) (\*).....

.....

.....

..... (\*)

if space does not permit a separate sheet containing the required details should be attached.

Start Date..... End Date.....

Event Fees applicable \*Yes/No\_ Cost (€).....(Including VAT)



**c. Travel and Subsistence**

Is service transport to be used \*Yes/No

If no state method of travel.....

From.....To.....

**Accommodation:** \*Hotel/Mess No. Nights..... Cost:.....

**Signature** .....**Name**.....

**Appointment**..... **Date**.....

**PART 2 (to be completed by LEC Trg Wing, BFPO 15)**

- 1. The team training is considered \*appropriate/not appropriate.
- 2. \*Where requested funding for the training is agreed.

Signature .....Name.....Appointment  
.....Date.....

**PART 3 (to be completed by LSU)**

\*Day Allowance: No of days/hours.....@ rate..... Total.....

\*Night Allowance: No of nights..... @ rate..... Total.....

\*Kilometre Allowance: Distance.....@ rate..... Total.....

\*Travelling Time: No of hours.....@ rate..... Total.....

Other .....Total Allowances (€) :.....

**Co-determination procedures** have been initiated and concluded: \*YES/NO/NOT APPLICABLE

Signature.....Name..... Appointment.....  
Date.....

**PART 4 (to be completed by Budget Holder/Manager) - See notes 11 and 12**

\*Agreed/Not Agreed  
RAC to be charged.....Total Expenditure Authorised (€).....

Remarks.....

Signature.....Name..... Appointment.....  
Date.....

---

**PART 5 (To be completed by LEC Trg Wing)**

It is confirmed that all relevant procedures (Team Training costs,/travel and subsistence/co-determination) have been carried out . The attendance of the named LEC included on the attached nominal roll and costs have been recorded for audit purposes.

Signature..... Name.....Appointment.....Date.....

**Notes:**

1. All applications for LEC Team Training whether at cost or not, must be processed by the unit to the LEC Training Wing in the first instance.
2. In the case of DEL all team training is a matter of co-determination in accordance with FPRL 74. The OC LSU is to initiate co-determination where required.
3. Team training arrangements must not be made until financial authority has been received from the Budget Holder.
4. Travel must be by the most cost-effective means.
5. Mess accommodation/facilities should be used where available. Hotel accommodation should be booked via the Central Hotel.
6. Booking Service (CHBS) who offer discounted rates to MOD personnel.
7. Car Hire/use of own car will only be authorised where there is no suitable public transport or the use of car hire/own car is more cost effective.
8. On completion of Part 5 this form is to be returned to the unit and a copy retained by the LEC Training Wing
9. Individuals are to be reminded that they must obtain and retain receipts for expenditure incurred as they may be required to provide them as supporting evidence for claims and for audit purposes.
10. Travel Claim forms can be downloaded from the LEC Website [www.bfgnet.de/lecsupport](http://www.bfgnet.de/lecsupport)
11. Travelling Time is only applicable when there is no alternative other than to travel on a Saturday, Sunday or Public Holiday
12. BFG budget Holders/Managers authorise T&S expenditure **only** at Part 4. SO2 Policy & Training will authorise actual training costs within the limit of his/her delegated authority for BFG units at Part 5.
13. For LEC employees of non-BFG organisations (other Land Forces units, DE, DE&S, ISS(G), et al), budgetary approval is required for both training and associated T&S costs at Part 4.

\* delete as appropriate

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**EXTRAORDINARY NOTICE OF TERMINATION OF EMPLOYMENT FORM OF LETTERS  
(GERMAN TEXT IN BRACKETS UNDER ENGLISH TEXT)**

Address:  
(Adresse)

Head of Agency .....

Date: .....

Dear .....  
(Sehr geehrte(r) Frau/Herr ...)

**EXTRAORDINARY NOTICE OF TERMINATION OF EMPLOYMENT  
(AUSSERORDENTLICHE KÜNDIGUNG DES BESCHÄFTIGUNGSVERHÄLTNISSSES)**

1. You are hereby informed, for the extraordinary reasons stated below, that your contract of employment will be terminated with immediate effect, your last day of employment being ..... /with effect from ..... (\*).

(1. Wir teilen Ihnen hierdurch mit, daß wir Ihr Beschäftigungsverhältnis aus den nachstehenden wichtigen Gründen mit sofortiger Wirkung beenden. Ihr Letzter Beschaeftigungstag ist der ..... /zum ..... (Datum) beenden) (\*).

2. Reasons:  
(Gründe:)

3. The Unit Works Council has been heard/has cooperated (\*) with regard to this notice and has agreed to it/has objected to the issue of the notice with the letter attached (\*).

(3. Die Betriebsvertretung ist angehört worden/hat mitgewirkt bezüglich dieser Kündigung und hat ihr zugestimmt/hat ihr widersprochen mit dem anliegenden Schreiben.)

4. Notification to report to Agentur fur Arbeit

Signature  
(Head of Agency)

(\* Delete as appropriate

(Note: Letters of extraordinary notice of termination of employment should ideally be handed over to the employee concerned personally by the Head of Agency or his deputy in the presence of a witness. If it necessary to send such letters by mail, this should be effected by recorded delivery, as the day of receipt of the letter by the employee is legally the day of the notice given.)

(\*) Nichtzutreffendes streichen

(Anmerkung: Idealerweise sollte eine ausserordintliche Kündigung dem Beschäftigten in Gegenwart eines Zeugen vom Dienststellenleiter oder seinem Stellvertreter persönlich übergeben werden. Falls die Zustellung auf dem Postwege erforderlich ist, sollte dies per Einschreiben mit Rückschein erfolgen, da der Tag, an dem der Beschäftigte das Kündigungsschreiben erhält, rechtlichgesehen als Tag der Kündigung gilt).

**ALTERNATIVE ORDINARY NOTICE OF TERMINATION OF EMPLOYMENT IN  
ADDITION TO EXTRAORDINARY NOTICE OF TERMINATION OF EMPLOYMENT**

**FORM OF LETTER:**

Address: Head of Agency .....  
(Adresse)

Date .....

Dear .....  
(Sehr geehrte(r) Frau/Herr...)

**NOTICE OF TERMINATION OF EMPLOYMENT  
(KÜNDIGUNG IHRES BESCHÄFTIGUNGSVERHÄLTNISES)**

1. For reasons of legal safety you are hereby served with ordinary notice of termination of employment to be effective on ... should any one labour court consider the extraordinary notice served to you with the letter dated .... to be ineffective in law.

(1. Aus Gründen der Rechtssicherheit kündigen wir Ihnen hiermit Ihr Beschäftigungsverhältnis mit ordentlicher Kündigung zum ..., falls ein Arbeitsgericht die Ihnen mit Schreiben vom ... ausgesprochene außerordentliche Kündigung als unwirksam ansehen sollte.)

2. Reasons: ....  
(Gründe: ...)

3. The Unit Works Council has agreed to this notice/has objected to the issue of this notice with the letter attached (\*).

(3. Die Betriebsvertretung hat dieser Kündigung zugestimmt/hat dem Ausspruch der Kündigung widersprochen mit dem anliegenden Schreiben.)

4. Agentur für Arbeit

Signature: .....

Head of Agency .....

(\* Delete as appropriate  
(\* Nichtzutreffendes streichen)

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Officer Commanding  
Der Leiter der Dienststelle

To: Unit Works Council  
An die Betriebsvertretung

**ACTION IN A PERSONNEL MATTER (COOPERATION OF THE UWC VIDE FPRL ARTs  
75 AND 79)  
MAßNAHME IN EINER PERSONALANGELEGENHEIT (MITWIRKUNG DER BV GEMÄß  
75 UND 79 BPERSVG)**

Herr/Frau\*

(Name, Christian Name)

.....  
(Name, Vorname)

(Post Code, Domicile, Street & No)

.....  
(PLZ, Wohnort, Strasse u. Hausnr.)

(DOB)

.....  
(Geb. Datum.)

(Employed as & Grade)

.....  
(Beschäftigt als und Eingruppierung)

Disabled  
(Schwerbehindert)

..... Yes\* .....  
(Ja\*)

No\*  
(Nein\*)

\*\* It is proposed

(\*\* Es ist beabsichtigt)

a. to engage the a/n person wef\*

..... (Date)  
(die o.g. Person einzustellen zum\*) (Datum)

b. to delegate to the a/n person the responsibilities of a\*

.....  
(der o.g. Person folgende Tätigkeit zu übertragen\*)

..... (Trade, Grade) wef ..... (Date)  
(Tätigkeit. Eingrupp.) zum (Datum)

pto/ ..  
bitte wenden/ ..  
AMDT 29



- c. to re-grade the a/n person wef\*  
..... (Date)  
(die o.g. Person umzugruppieren zum\*) (Datum)
- to ..... (Trade, Grade)  
(nach)(Tätigkeit, Eingrupp.)
- d. to transfer/detach\* the a/n person wef\*  
..... (Date)  
(die o.g. Person zu versetzen/abzuordnen\* zum\*) (Datum)
- to ..... (Unit)  
(zur, zum) (Dienststelle)
- e. to continue employment of the a/n person vide CTA II, Art 46, paragraph 1b\*  
(die o.g. Person gemäß 46, Ziff. 1b) (TVAL II weiterzubeschäftigen\*)
- from ..... (Date) to .....(Date)  
(von) (Datum) (bis) (Datum)
- as .....(Trade, Grade)  
(als) (Tätigkeit, Eingrupp.)
- f. to serve notice of dismissal to the a/n person wef\*  
.....(Date)  
(der o.g. Person zu kündigen zum\*) (Datum)
- ordinary notice, instantly\*  
(fristgemäß, fristlos\*)

**Reason for action:  
(Begründung der Maßnahme:)**

Officer Commanding  
(Dienststellenleiter)

\* Delete if inapplicable  
(Nichtzutreffendes streichen)

\*\* In case of intended engagements insert **Proposed** trade, grade and Sub Group  
(Bei Einstellungen die **geplanten** Positionen einsetzen)

bei ..... den ..... 1

**Die Betriebsvertretung  
(The Unit Works Council of)**

An den Dienststellenleiter  
(To: Officer Commanding)

**STELLUNGSNAHME DER BETRIEBSVERTRETUNG  
(COMMENT OF THE UNIT WORKS COUNCIL)**

Die beabsichtigte Maßnahme wird von der Betriebsvertretung gebilligt\*  
(The Unit Works Council agree with the proposed action.\*)

Die Betriebsvertretung ersucht um Erörterung der beabsichtigten Maßnahme gemäß  
Paragraph 72 Ziffer (1) BPersVg.\*  
(The Unit Works Council request a discussion about the proposed action in accordance  
with FPRL Article 72, paragraph (1)\*)

Stempel  
(Stamp)

(Vorsitzender(r) der Betriebsvertretung)  
Chairman of the Unit Works Council

Ergebnis der Erörterung:  
(Result of the discussion:)

\* Nichtzutreffendes streichen  
(\* Delete if inapplicable)

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## NOTICE BOARD INFORMATION

To: All DEL/Dependant employees of the British Army in Germany.

Subject: **SECURITY**

1. You are employed by the British Army in Germany and as such may be of interest to the intelligence and security services of the Countries to which Special Security Regulations Apply (CSSRA). It is important to note the fact that a Foreign Intelligence Service may make an approach in the guise of a national from a "friendly" country. It is essential to protect our interests, and also your interests, as far as possible, and for this reason you are required to notify your Head of Establishment (HoE)/Commander, in writing, of your intention to travel to or through any of the CSSRA countries listed below. This also applies if you intend to use any aircraft, ship or train of any of these countries:

- Belarus
- China (including Tibet, Macao and Hong Kong Special Administrative Region)
- Egypt (only applies to personnel travelling within Egypt on duty (including officially sponsored expeditions and adventure training))
- Iran
- North Korea
- Russia
- Syria
- Libya
- Ukraine
- Vietnam

2. This measure does not constitute a general prohibition to travel to or through a CSSRA country, nor is it intended to restrict your personal liberty. All information will be treated in the strictest of confidence, applying the "need to know" principles of confidentiality and source protection.

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**(MODEL NOTIFICATION) - (MODEL WORKS AGREEMENT)  
(NOTIFICATION OF REGULAR HOURS OF WORK)\***

**(MUSTER EINER BEKANNTMACHUNG) - (MUSTER EINER DIENSTVEREINBARUNG)  
(BEKANNTMACHUNG DER REGEL MÄSSIGEN ARBEITZEIT)\***

Unit .....  
[Dienststelle]

1. In agreement with the Works Council under Article 75(3) 1 PRL\*/POS Paragraph 6\* the regular hours of work for unit employees have been fixed as follows:

[Mit Zustimmung der Betriebsvertretung gemäß Artikel 75(3) 1 BPersVG\*/UP Paragraph 6 wird die regelmäßige Arbeitszeit für Beschäftigte der Dienststelle wie folgt festgelegt:]

**2. General [Allgemein]**

a. Monday to Thursday      0730-1215 and 1300-1700 hrs  
Friday                              0730-1230 hrs

Montag bis Donnerstag      0730-1215 und 1300-1700  
Freitag                              0730-1230

**b. Deviations [Abweichungen]**

Insert hours of work similar as in sub paragraph 2a above or shift plan for:  
[Zeiten ähnlich wie in Ziffer 2a oben oder Schichtplan einsetzen für:]

- (1) Driver [Kraftfahrer]
  - (a) Staff car drivers [Personenwagenfahrer]
  - (b) Lorry drivers [LKW Fahrer]
  - (c) Bus drivers [Busfahrer]
  - (d) Ambulance drivers [Ambulanzfahrer]
- (2) Kitchen Personnel [Küchenpersonal]
  - (a) Shift 1 [Schicht 1]
  - (b) Shift 2 [Schicht 2]

- (3) Canteen Personnel [Kantinenpersonal]
- (4) Watchman [Wachpersonal]
  - (a) Shift 1 [Schicht 1]
  - (b) Shift 2 [Schicht 2]
  - (c) Shift 3 [Schicht 3]
- (5) Others [Andere]

3. This regulation is effective from ..... and may be changed anytime in accordance with the provisions of Art. 9 para 4 CTA II in co-determination/cooperation with the Works Council.

[Diese Anordnung tritt am ..... in Kraft and kann jederzeit nach den Bestimmungen des Para 9, Absatz 4 TV AL II unter Mitbestimmung der Betriebsvertretung geändert werden].

Date .....  
[Datum]

\_\_\_\_\_  
Signature  
Chairman Unit Works Council  
[Unterschrift des  
Vorsitzenden Betriebsvertretung]

\_\_\_\_\_  
Signature  
OC Unit  
[Unterschrift des  
Dienststellenleiters]

\* Delete as applicable [Nichtzutreffendes streichen]

Distribution [Verteiler]:

LSU

Notice Board [Anschlagbrett]

From LSU.....  
Employing Unit (Cat B)  
.....

To: LEC Sp Svcs  
HQ BFG  
BFPO 140

Date.....

**NOTIFICATION OF DEATH OF EMPLOYEE**

- 1. a. Full Name: .....
- b. Trade/Grade: .....
- c. Employing Unit: .....
- d. Name, address and relationship of Next of Kin: .....
- .....
- .....
- .....
- e. Date of Birth: .....
- f. Date of Death: .....
- g. Record of Service with Sending Forces: .....
- .....
- .....
- .....
- h. Cause of Death: .....
- j. Place of Death: .....
- 2. NOTIFIED PA TO COMD BFG on: .....

SIGNATURE: .....



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## **FACILITIES WHICH MAY BE PROVIDED FROM ARMY RESOURCES FOR CANTEENS FOR CIVILIAN EMPLOYEES**

### **1. Provision of Accommodation.**

- a. Where available, accommodation may be allocated free of charge at the discretion of OCs Employing/User Units in consultation with Station/Garrison Commanders.
- b. Any proposed new Works Services require MOD authority. Particulars of the proposed new services are to be submitted through the usual channels. Paragraph 78(4) PRL is to be observed.

### **2. Furniture and Cooking Apparatus.**

- a. Furniture and cooking apparatus scaled on the basis at Appendix 1 to this Annex is to be provided from MOD resources.
- b. These items are maintained by the MOD, but all losses and damage other than fair wear and tear are to be paid for by the Association.

**3. Cooking Utensils, Crockery and Cutlery.** Those items are normally provided by the Canteen association. Where, however, cooking utensils, crockery and cutlery from MOD sources are already in use they are to remain on loan to the Association on signature. Losses are to be paid for by the Association, but the articles will not be replaced. Items rendered unserviceable by fair wear and tear breakages are to be withdrawn, but replacements will not be issued.

**4. DEL.** DEL may be used in civilian canteens only where it is included in unit establishments for that purpose. The Secretary/Treasurer may spend up to one hour per day of official working time in connection with the running of the canteen.

**5. Cleaning Materials.** All cleaning materials are to be provided by the Association which is to be responsible for the cleaning of the canteen.

**6. Fuel, Light and Water.** Fuel, light and water for the internal heating, cooking and lighting are to be provided free. Officers Commanding/Heads of Establishments are to ensure that these services are kept within reasonable limits.

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## **ACCOMMODATION STORES FOR CANTEENS FOR CIVILIAN EMPLOYEES**

### **Scale**

1. Tables (7105-99-120-3803) - One table for every 4 canteen users
2. Chairs (7110-99-120-3770) or  
(7105-99-120-3771) - 4 Chairs to every table
3. The scale of the furnishings is to be based on the Services Accommodation Code, JSP 315, or the capacity of the canteen, whichever is the lesser.
4. GRO 9/71 refers.

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## MODEL CHARTER FOR CIVILIAN CANTEENS

1. The (Name of the Association) e.V., hereinafter referred to as the "Association" shall run a canteen for Civilian Employees employed with (Name of Unit), hereinafter referred to as "the Unit" in (Location), and for the Civilian Employees with ..... (in case of other units being attached). The canteen shall be a welfare facility of the unit in the meaning of Art 75 para (3) item 5 of the PRL. The management of the canteen is therefore subject to co-determination by the unit's works council.
2. Any decision taken by the organs of the association shall not be put into effect and acted upon unless and until written consent is given by the OC Unit and the unit works council and the provisions of Para 69 and 70 PRL will apply analogously.
3. The Executive Committee of the Association shall consist of members of the unit and of members of other units using the canteen, if applicable. The number of the executive committee members shall not exceed seven.
4. The Association shall, under the general supervision of the OC Unit, be responsible for the running of the canteen in all respects and shall, in particular, comply with the following conditions:
  - a. The Association shall be registered with the appropriate Amtsgericht and shall have full responsibility for all business transactions arising from the institution.
  - b. The Association shall be the employer of all staff directly engaged by them (as regards employees allotted by the OC Unit, see paragraph 3 below).
  - c. The Association shall be held responsible for all liabilities arising from the normal trading activities of the canteen; this shall include loss of or damage to property provided by the unit, furniture and fittings, kitchen apparatus, cooking utensils, crockery and cutlery (excluding loss or damage through fair wear and tear), the payment of taxes and any other rates due to the German Authorities, wages and salaries to the employees directly employed by the Association.
  - d. The Association shall at all times ensure that the canteen accommodation is used solely for the purpose for which it has been allotted, that the standard of cleanliness meets the requirements of the unit and business hours agreed are kept. The Association shall ensure that the prices charged in the canteen are calculated not higher than necessary for the gross profit to cover the running expenses (Personnel costs, cleaning, general business requirements). Any small profit made may be used for social purposes. Appropriate guidelines shall be laid down by the Executive Committee of the Association in agreements with Unit Works Council.

e. The Association shall be responsible for the keeping of Accounts and Records in accordance with German Law. The Accounts shall be audited by an accredited firm of Auditors annually. The Auditor's Report and the Account shall be made available to the OC Unit and the Unit Works Council for perusal and then published for general information.

5. The OC Unit shall authorise in accordance with current regulations and instructions the issue of the canteen accommodation, furniture and fittings, kitchen apparatus and utensils in accordance with the scale laid down in Appendix 1 to Annex M to these Instructions, and civilian staff for work in the canteen. Such staff shall be employees of the unit and will be paid by the British Authorities; their day to day control will be the responsibility of the Association who will ensure that they are employed only in the grades and trades and for the hours of work agreed between the OC Unit and the Unit Works Council.

6. The OC Unit may at all times use the rights laid down in the Articles of the Association and exercise the rights of supervision accorded to him by the Commander BFG, if necessitated by the running of the canteen. In particular the OC Unit shall ensure that the Canteen accommodation furniture etc be put only to such use as is appropriate for the welfare of the employees of the unit; he may also at any time inspect the Canteen, particularly in respect of cleanliness.

7. Validity of the agreement. This agreement will come into force on (date) and may be terminated from either side by one month's notice to the end of a calendar month.

Place ..... Date .....

Signature  
Chairman of the Association

Signature  
OC Unit

## ARTICLES OF ASSOCIATION (SAMPLE)

### Name and Seat of the Association

1. The Association shall be called " . . . . . e.V." and shall be entered under this name into the Register of Association. The seat of the Association is . . . . . (Place) . . . . .

### Purpose of the Association

2. The purpose of the Association is to provide a welfare service for employees. (Paragraph 75(3)5 PRL is part of the articles of the association). To this end a canteen shall be established with the possible issue of a meal at reduced prices. No profit shall be made. Any small profit that may have **accrued** is to be used for social purposes to the benefit of the employees.

### Membership

3. Any employees of (Name of Unit) or (possible other Units using the Canteen) can become members of the Association. Applications for membership have to be submitted in writing. The whole Board of the Association decides on the acceptance. Appeal against rejection of an application is permissible. When joining the Association the member accepts the Articles and the decisions of the organs as binding.

a. **Termination of Membership.** The membership terminates:

- (1) By withdrawal, which must be submitted in writing to the Board.
- (2) By termination of employment with the Unit.
- (3) By expulsion.

b. **Expulsion.** A member may be expelled for behaviour **detrimental** to the Association or offending the Articles. At least three members of the Association who are not members of the Board must submit an application for expulsion. The member concerned must be given the opportunity for justification during the expulsion procedure. The whole Board will decide on applications for **expulsion**. Appeal against the decision of the Board is permissible. The rights and duties of the member concerned will be suspended until a final decision on the expulsion is reached.

c. **Membership Fee.** A non-recurring payment, the amount of which to be assessed by the General Assembly, will be charged, which will be refunded when the member leaves the Association.

(Note: Membership may or may not be charged).



## Organs of the Association

4. **The General Assembly.** The General Assembly is the highest Organ of the Association. The duties of the General Assembly are:

- (1) Hearing the Annual Report.
- (2) Relieving of the members of the Board.
- (3) Election of the Board and the Audit Board.
- (4) Decision on applications.
- (5) Dissolution of the Association.

5. At least once per annum, and however not later than 31 March of the current year, an ordinary General Assembly of members shall be convened. The General Assembly consists of the members of the Association.

6. The convening instruction for the General Assembly must be issued at least three weeks before the meeting, stating the agenda.

7. Applications have to be submitted in writing to the Board not less than 1 week before the General Assembly. Every member of the Association is entitled to apply.

8. An extraordinary General Assembly shall be called by the Board, if one fourth of all members of the Association demand this putting on the agenda the item the discussion of which was requested.

9. The General Assembly constitutes a quorum if at least 50% of all members are present. If there is no quorum at the General Assembly the Board shall be obliged to convene another General Assembly within three weeks. That Assembly shall then be regarded as constituting a quorum, regardless of the number of members present.

10. The General Assembly shall adopt its resolutions by simple majority votes by the members present. A tie means that an application is rejected. Amendment of the Articles of Association shall require a majority vote of three quarters of those present.

11. The chairman and his deputy are to sign and publicise the minutes taken at the General Assembly. These minutes are to contain at least the voting results and the subsequent wording of the resolutions. The minutes are to be complemented by an attendance list which requires the personal signature of each participant. There is no requirement for publication of the attendance list.

12. **The Board.** The Board looks after the interests of the Association. It manages the Association in keeping with the decisions of the General Assembly. Its particular concern is:

- a. To make sure that the Articles are observed and to realise the decisions taken by the General Assembly.
- b. To assess the canteen prices.
- c. To control the running of the canteen.
- d. To employ the canteen staff.
- e. To convene the General Assembly.

13. The Board shall lay down its own standing instructions. It shall meet at least six times per annum. In agreement with the OC Unit, the assembly may be held during working hours. The Board shall be composed of:

one chairman.	one secretary and
one deputy chairman.	four members

14. The chairman or the deputy chairman together with the secretary are the legal representatives of the Association within the purview of paragraph 26 of the German Civil Code. Law-bound declarations of intent require the signatures of both. This does not apply to normal current business.

15. The term of office shall be . . . . years. However, paragraph 27 German Civil Code will apply.

16. If one of the members leaves the Board prematurely, a new member is to be elected after his departure.

17. Any person who draws financial benefit from their work for the canteen can not become members of the Board. Works councillors are eligible to be members of the Board.

18. **Examining Body.** The duty of the Examining Board is to audit the book- keeping of the Association and the canteen. It is entitled to do this at any time - at least twice per annum - making out a protocol for each auditing. The Board, the Works Council and the General Assembly have to be informed of the results.

19. The examining Body is composed of three members who must not be members of the Board. They elect from their midst the chairman.

20. The term of office shall be . . . . . years.

21. If one of the members leaves this Body prematurely, a member is to be elected.

**Mode of Election**

22. The General Assembly must constitute a quorum in instruction to carry out the election of the Board and of the Examining Body.

23. The election is secret and is done by voting-papers at separate ballots. One after the other shall be elected as follows:

- the chairman.
- the deputy chairman.
- the secretary.
- the four members.
- the Examining Body.

24. Elected is who receives more than half the votes of the members present. If no candidate receives this majority, a further ballot shall be held. Elected is then who receives the most votes. In the case of a tie, a second ballot shall be held if necessary. Should the result be tied again, the decision will be made by lot.

**Dissolution of the Association**

25. The Association shall automatically dissolve:

- a. With the disbandment or re-location of the unit.
- b. By three quarter majority decision of the General Assembly.

26. If the General Assembly does not appoint special liquidators then these duties will have to taken on by the chairman and his deputy. The liquidators shall wind up all current business of the Association and sell the inventory. The remaining assets will be put at the OC's disposal who is obliged to use this capital in conjunction with the Unit Works Council for welfare purposes for the staff. Should further welfare facilities not be required, then the remaining assets are to be handed over to . . . . . for social purposes.

**Business Year**

27. The calendar year shall be the business year of the Association.

**Entry into Effect**

28. The Articles shall enter into effect on . . . . .

Date at the inaugural meeting on . . . . .

.....  
(Signatures)

## **MATTERS SUBJECT TO CO-DETERMINATION**

1. Co-determination procedures are regulated by the provisions of the Federal Personnel Representation Law (FPRL) Art 69. The complete and authoritative list of items that are subject to co-determination with Works Councils are contained in FPRL Arts 75 and 76. The areas covered include:
  - a. Transfer to another agency; transfer within the agency if this means a change in working location.
  - b. Continued employment beyond retirement age.
  - c. Instruction which restrict the freedom of choice of domicile.
  - d. Refusal or revocation of permission to take up subsidiary (secondary) employment.
  - e. Grant of loans, advance payments and other social grants.
  - f. The allocation and withdrawal of accommodation at the disposal of the agency and the terms and conditions of use.
  - g. The allocation of and the use of land at the disposal of the agency.
  - h. Beginning and end of the daily working hours and breaks as well as the distribution of working hours over the individual working days.
  - j. Time and place of payment of salaries and wages.
  - k. The drawing up of the leave plan and the determination of individual employees, periods of recreational leave if no agreement can be reached between head of Agency and employees concerned.
  - l. The establishment, management and dissolution of social facilities, regardless of their legal form, maintained exclusively for civilian labour.
  - m. Performance of vocational training for salaried employees and wage earners.
  - n. Selection of personnel to attend courses to further the education of salaried employees and wage earners.
  - o. The contents of personal questionnaires for salaried employees and wage earners.
  - p. Guidelines for the assessment of work performance of salaried employees and wage earners.
  - q. Measures for the prevention of work related accidents and health hazards.

- r. Principles for the evaluation of recognised proposals within the framework of a proposal system for the agency.
- s. Dispensing with the advertising of posts which are to be filled.
- t. Instructions to regulate the instruction in the agency and the conduct of employees.
- u. Layout of the workplace.
- v. Introduction and application of technical facilities designed to control the conduct and the work performance of employees.
- w. General questions concerning the further education of employees.
- x. Guidelines for the selection of personnel on the occasion of engagements, transfers, re-grading and notices of termination of employment.
- y. Claims for compensation against an employee.
- z. Detachment of more than three months

**PROTOCOL OF SIGNATURE  
RE ARTICLE 56, PARAGRAPH 9 TO THE SUPPLEMENTARY AGREEMENT TO  
THE NATO STATUS OF FORCES AGREEMENT DATED 3 AUG 1959 IN THE  
VERSION RESULTING FROM THE AMENDMENTS DATED 21 OCT 1971 AND 18  
MAY 1981**

1. The individual administrative units and establishments (Betriebe) of a force or of a civilian component as set up in the territory of the Federal Republic of Germany and defined by the force concerned shall be agencies within the meaning of the Federal Personnel Representation Law (Personalvertretungsgesetz) of 15 Mar 74 (Bundesgesetzblatt Teil 1 page 693) referred to in this Section as "the Law". Those headquarters which are administratively immediately subordinate to the highest subordinate shall be the intermediate authorities. The highest service authority shall be the headquarters of a force, designated by the sending State concerned, exercising final authority over matters that are subject to works council participation.
2. In the case of duty travel performed by the members of a works council (Betriebsvertretung), travelling expenses shall be paid pursuant to the tariff provisions governing travelling expenses for salaried civilian employees of the force but at not less than the second highest rate.
3. In discussions with the works council, the head of the agency may be represented by a person holding a responsible position in the management of the agency and authorised to negotiate with the works council to the same extent as the head of the agency.
4. Application of those provisions of the Law which govern eligibility for works council office, and relate to length of employment with an agency, may be waived if so agreed by the majority of employees of a given agency and the head of such agency.
5. The head of the agency shall not be required to submit to the members of the works council to the committee referred to in Art. 93 of the Law and to the **conciliation** committee such documents as are classified for security reasons. For the same reasons, and in accordance with special directives issued by the highest service authority of the force, a member of the works council may be restricted in his right of access to agencies of the force; the same shall apply to other persons who, according to the provisions of the Law, may participate in the meetings of the works council.
6. The rights of the co-determination provided for in the Law shall be applicable with respect to:
  - a. The implementation of vocational training schemes established by the force concerned, and the management of welfare facilities maintained exclusively for civilian labour.

b. They shall also be applicable with respect to:

(1) The establishment of the beginning and end of daily work hours and breaks.

(2) The determination of the time and place of payment of earnings, and the drawing up of the leave plan.

7. The extent that in a given case no compelling reasons exist making the exercise of those rights incompatible with the fulfilment of the defence responsibilities of the force; in the case of disagreement as to whether such reasons exist, the highest service authority shall decide on the matter and transmit a written statement of its decision to the chairman of the works council involved.

8. In other cases of co-determination provided for in the Law as well as in those cases where the rights of co-determination are not applicable by virtue of the second sentence of sub-para a. above, the co-operation procedure shall apply.

9. The conciliatory committee envisaged in the co-determination procedure shall consist of two members, one to be appointed by the highest service authority and one by the appropriate works council of that authority, as well as an impartial chairman to be agreed upon by both sides. If no agreement can be reached on the chairman, the appointment shall be made by the Secretary General of the North Atlantic Treaty Organisation. The highest service authority may insist upon the members of the conciliatory committee being cleared to handle classified material.

10. Insofar as it is incompatible with the fulfilment of the defence responsibilities of the force, the head of the agency shall not be required to submit to the works council for its cooperation any draft of administrative instructions prior to their being issued. In the case of investigations into accidents the works council shall be called in unless regulations regarding military security or discipline exclude the presence of works council members.

11. The works council shall co-operate in all measures concerning medical and health service for the employees, except in the appointment of medical doctors.

12. Where the Law provides for court decisions, the German Labour Courts shall decide cases in accordance with the procedure provided for in German law (Beschlussverfahren), and the Federal Republic shall act in the proceedings in the name of a force or a civilian component at their request.

13. At the request of a force or a civilian component, the agency designated by the Federal Republic shall apply for the institution of a criminal prosecution in respect of a breach of secrecy (Verletzung der Schweigepflicht) in accordance with Article 203, paragraph 2, sub paragraph 3, and Article 353B, paragraph 1, sub paragraph 3, of the Penal Code.

### **Explanatory Note**

14. The provisions applicable prior to the coming into force of this agreement shall continue to apply to proceedings instituted before the entry into force of this Agreement, to

obtain protection against dismissal as well as to other actions for a declaratory judgement or for damages or specific performances arising out of the contract of employment.



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## **MATTERS SUBJECT TO COOPERATION**

1. Cooperation procedures are regulated by the provisions of the Federal Personnel Representation Law (FPRL) Art 72. The complete list of items subject to cooperation with Works Councils is contained in FPRL Arts 75-79

- a. Engagement of employees.
- b. Allocation of higher graded/lower graded duties, upgrading, downgrading and initial grading.
- c. Detachment of more than three months.
- d. Drawing up of social plans.
- e. Establishment, management and dissolution of welfare facilities regardless of their legal form not exclusively maintained for civilian labour.
- f. The layout of the workplace in cases where members of both the force or the civilian component and civilian labour are employed at the same worksite (facility) or in the same programme and where the number of civilian labour involved is not prominent.
- g. Contents of personnel questionnaires (vetting forms) concerning matters of military security.
- h. Measure to increase the work performance or to ease the working process.
- i. Introduction of basically new working methods.

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