



FORCE STANDING INSTRUCTIONS FOR THE BRITISH FORCE IN GERMANY

STANDING INSTRUCTION 8002

RECRUITMENT, EMPLOYMENT AND ADMINISTRATION OF DEPENDANT EMPLOYEES IN GERMANY

SPONSOR: GEO – J8

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FOREWORD

Unless the context otherwise requires, these Instructions are applicable to all members of the UK Armed Forces, MOD Civilians, UK Contractors and entitled dependants (herein collectively referred as 'The Force') serving in the Federal Republic of Germany (FRG).

AMENDMENT RECORD

Amendment No	Amended by	Signature	Date

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STANDING INSTRUCTIONS FOR THE RECRUITMENT, EMPLOYMENT AND ADMINISTRATION OF DEPENDANT EMPLOYEES IN GERMANY

INTRODUCTION

1. The term “Dependant” (referred to hereinafter as Dependant (Dep)) is defined in Article I.1(c) of the NATO Status of Forces Agreement of 19 June 1951 (SOFA), and means “the spouse of a member of a force or a civilian component, or a child of such member depending on him or her for support”. Dependants form one of two types of Locally Engaged Civilian employees (known collectively as LECs), the other being Directly Employed Labour (DEL) who are employed by the MOD under Article 56 of the Supplementary Agreement to SOFA of 3 August 1959 (SA) under German law. These instructions deal with the recruitment, employment and administration of MOD Dep employees in Germany
2. SOFA and the SA envisage that only two groups of civilian employee will be employed by the MOD in Germany: those who are employed as members of the civilian component under Article I. (b) of SOFA; and DEL. Article I.1 (b) SOFA defines the term “civilian component” as follows:

“...the civilian personnel accompanying a force of a Contracting Party who are in the employ of an armed service of that Contracting Party, and who are not stateless persons, nor nationals of any State that is not a party to the North Atlantic Treaty, nor nationals of, nor ordinarily resident in, the State in which the force is located.”
3. Subject to the limitations on nationality and residence, it has been accepted by the German authorities, and by the German courts, that those with dependant status under SOFA and the SA may be employed as members of the civilian component on the basis that, whilst they have that status, they are accompanying the force for the purposes of Article I.1 (b).
4. The contracts of employment of Dependants are governed by English Law.
5. Dependant status for children of members of a force or civilian component will cease upon the 25th birthday of the child.
6. Dependants may be engaged locally for any Dep vacancy, providing they are in possession of a GEO Form 113 (Civilian Identity Card), are aged 16 years or over and qualify for membership of the civilian component having regard for Article 1.1(b) SOFA.
7. A Dep may be employed in the same establishment as the head of family or other relative, **but not in the same section, office or department**, or under the supervisory control of the head of family or any other relative. Where no alternative source of suitable labour is available the Officer Commanding (OC) units may apply for exemption to this ruling to the LEC HR Team.
8. In accordance with UK government instructions, Dep pay reflects prevailing rates in Germany, and is broadly in line with the rates of pay of DEL employees. In view of this, posts will normally be graded in a similar manner to DELs.

Income Tax

9. Dep employees will not normally be liable for UK Income Tax provided that they fulfil the conditions set out in the Inland Revenue Board Order made under section 28(5) of the Income Tax (Earnings and Pensions) Act 2003 namely: are not resident in the UK for tax purposes; and are in a grade, the maximum pay of which is less than the pay of a ‘D’ grade MOD civil servant working in inner London.

Responsibilities

10. The LEC HR Team are responsible for the day to day administration of Dependants employed under this Instruction.

11. **OC LEC HR.** OC LEC HR is responsible for implementing GEO civil labour policy and providing an HR management service for all Category A units. They perform annual labour support inspections of all Category 'A' and 'B' units within their dependency.

12. **Category 'B' - Employing Units.** Employing Units are to follow the direction and procedures set out in FSI(G) 8002. Specifically, they are responsible for:

- a. The line management and supervision of Dependants.
- b. The administration of Dependants, with the exception of tasks which are designated as the responsibility of the LEC HR Team or User Unit in these Instructions.
- c. The issue of general instructions for the administration of civil labour employed by them. Such instructions are to be produced in consultation with and under the legal guidance of the LEC HR Team.
- d.
- e. Ensuring that labour is not employed in excess of the trades and grades authorised by budget holders.
- f. Ensuring that Dependants are engaged and dismissed in a lawful manner and that Industrial relations procedures are not infringed.
- g. Submitting in accordance with local LEC HR Team instructions attendance records for Dep employees to the DBS DEP Pay Team.

13. **Category 'A' - User Units.** User Units are responsible for the line management and supervision of Dep employees allocated to them in accordance with this instruction. Specifically, they are responsible for:

- a. The maintenance of attendance records and the timely submission of completed and certified records to DBS DEP Pay Team and LEC HR Team.
- b. The immediate reporting of absence and casualties caused by illness or accident to the LEC HR Team.
- c. Reporting matters requiring disciplinary action to the LEC HR Team. Reports are to be made without delay, initially by telephone and confirmed in writing.
- d. Restricting employees' duties to those contracted unless authorised by OC LEC HR.
- e. Ensuring that funding has been authorised and agreed for all additional expenditure, such as overtime, any allowance or bonus.
- f. Forwarding queries from individual employees on pay and employment to the LEC HR Team for clarification.

15. Queries arising from these instructions are to be referred to the LEC HR Team for clarification.

16. **Layout:**

- a. **Section 1.** General instructions for the recruitment, employment and administration of Dependant Employees.

- b. Section 2. Dependant Terms and Conditions of Service
- c. Spare
- d. **Section 4.** Dependant Progress Training

SECTION 1 – GENERAL INSTRUCTIONS FOR THE RECRUITMENT, EMPLOYMENT AND ADMINISTRATION OF DEPENDANT EMPLOYEES

SUB SECTION 1 - AUTHORITIES FOR EMPLOYMENT

1.001 **Authorities.** The employment of Dependants is always to be authorised by the Budget Holder and in accordance with issued procedures. Dependants employed by GEO Units for other sponsored organisations or NATO units are to be employed in accordance with Memoranda of Understanding or agreements between British Forces in Germany and the authorities concerned.

1.002 **Replacement labour.** Subject to the provisions shown below Dependants may be employed as replacements (with fixed term contracts) in the following categories:

- a. Personnel absent from work under the provisions of the UK Maternity/Adoption Law.
- b. Personnel absent through long term sickness absence (or on cessation of payments from DBS DEP Pay Team).

1.003 Units are to bid for approval to recruit temporary replacement labour to their Budget Holder. If approved, the Budget Holder is to issue an authority to LEC HR to employ replacement labour with any caveats he may wish to impose regarding the type of labour and scope of work etc. On return to work the regular Dep employee is to resume employment under his/her contracted terms and conditions. If the cessation of the temporary contract relates to an event and not a definite date, the temporary replacement is to be notified of the impending return of the regular employee and of the cessation of the temporary contract. In such cases temporary replacement employees should be informed as soon as possible but at least two weeks notice (14 calendar days) is to be observed.

1.004 There is no restriction in the employment of Dependants other than the normal criteria of the selection of the most suitable and available job applicant. LEC HR may maintain a record of Dep job applicants for referee check purposes etc or where the applicant has expressed a specific wish to be registered. Dependants must however, apply on an individual basis for any vacancy they wish to be considered for.

1.005 **Handover periods.** Handover periods may be granted by Budget Holders for supervisory, clerical or administrative posts graded C5 (or equivalent) and above and for personal assistants graded C4a. A maximum of five days is recommended.

1.006 Handover periods should not be required for industrial posts or clerical/ administrative post under direct supervision.

1.007 Outgoing employees are to complete their total leave entitlement prior to the commencement of the handover period.

1.008 Where OC wishes to place a Dep employee into a higher graded post for the purpose of assessing his/her ability, this may be effected at the same unit without additional pay for a maximum period of three months without upgrading. It is most important that the decision regarding either promotion or return to previous duties is made and actioned before the end of the period specified.

1.009 **Dep Grading.** The grade for work carried out is decided by the OC LEC HR. However, to ensure any pan-Germany issues are taken into account an LEC Grading Board sits monthly. The Board is empowered to make the following decisions on evidence submitted:

- a. Recommend no change to current grade.

- b. Recommend an upgrading or downgrading upon evidence submitted.
- c. Request that a full worksite inspection be carried out on the post in question. Where this is the case the inspection report is to be staffed in accordance with current instructions.
- d. Where appropriate recommend the issue of an allowance.
- e. In situations where the Grading Board recommends an upgrading or the issue of an allowance it is the Units responsibility to apply to their budget holder/manager for funding in accordance with current procedures.

1.010 **Unit applications for Job Grading.** The Grading Board will require the following documents to grade a post:

- a. The proposed revised job description.
- b. A list of responsibilities/tasks to be added to and/or deleted from the existing contracted job description
- c. A wiring diagram showing Line Manager, his/her Manager and all personnel including the post in question, responsible to the Line Manager.

1.011 **Individual Grade Review.** Any employee is entitled to ask for his/her grade to be reviewed. Upon receipt of such requests OC LEC HR is to determine whether the unit supports the employee's request. If this is the case, action should be taken in accordance with para 1.009 above. Thereafter OC LEC HR will:

- a. Discuss the case with the local Dep EC representative.
- b. Visit the employee's worksite in order to establish the grounds for the request and obtain the views of the individual's unit.
- c. Grade the post.

1.012 In situations where it is discovered that the post holder is carrying out work of a higher grade than that in which the employee is contracted OC LEC HR is to advise the unit accordingly. The unit must then decide whether to submit a case to include the Budget Holder's comments to the LEC Grading Board in accordance with 1.010 above or remove those duties that have been identified as attracting the higher grade.

1.013 **Employee Grievance against Grade Review.** Where an employee objects to the results of his/her grade review they may initiate the Grade Grievance Procedure. In most cases this will necessitate in a Grievance Board being convened. However, before a Grievance Board can sit a full worksite inspection and associated report will be required. Normally the OC LEC HR will carry out the worksite inspection. However, where the outcome of such an inspection may have a bearing on other similar posts the Business Manager may nominate a neutral officer to conduct the inspection.

1.014 A Dep EC representative may be present at the worksite inspection if the employee so wishes.

1.015 The composition of the Grievance Board will comprise of equal numbers (normally 2) of LEC HR Officers and Dep EC representatives. The employee, the inspecting officer, and a representative of the employee's unit will be required as witnesses.

1.016 The Board is to discuss the grievance raised and is to formulate recommendations to the HOA in writing within five working days after its conclusion. Thereafter the HOA/Grievance Board Chairman is to take action as follows:

- a. **The Board Reaches a Unanimous Decision.** Provided the HOA agrees with the decision he or she is to act according to the Board's recommendations informing the employee and Dep EC accordingly. Should he or she not agree with the recommendations he or she is to forward his or her concerns to the Business Manager who will promulgate the final outcome.
- b. **The Board Fails to Reach a Unanimous Decision but a Majority Decision is recorded.** The recommendations of each member are to be recorded and submitted to the HOA. After due consideration the HOA will make a decision, informing the employee and Dep EC accordingly. However, should the HOA not agree with the majority decision he is to forward his concerns to The Business Manager who will promulgate the final outcome.
- c. **The Board Reaches a Split Decision.** The recommendations of each member are to be recorded. The Grievance Board Chairman will forward details to the Business Manager notifying the HOA accordingly. The Business Manager will thereafter make a decision and promulgate the final outcome.

1.017 **Unit Concern over Grading Board Recommendation.** If, after the promulgation of a Grading Board decision/recommendation, a unit wishes to make representation OC LEC HR is to advise the unit to forward their concerns to the Business Manager within 10 working days. The Business Manager will review the case and respond as appropriate to the unit directly, with a copy to OC LEC HR .

1.018 **New Contracts.** All new contracts of employment, as a result of handover/takeover, are to be reviewed by the OC LEC HR to ensure that proposed job descriptions are commensurate with the trade and grade level and that the Budget Holder's Authority for the post is available.

1.019 **New Posts.** Upon receipt of a proposed job description in respect of a new post, OC LEC HR in whose area the post is to be situated is to recommend a grade as appropriate. In order to achieve commonality of grading pan-Germany, the proposed job description, recommended grade and any other supporting documentation is thereafter to be circulated to other members of the LEC Grading Board for comment. If no comment is received within 5 working days the grade recommendation of the OC LEC HR stands.

1.020. **Downgrading of Posts.** Downgrading may be effected by serving the incumbent notice of termination of employment and at the same time offering continued employment in the lower grade.

1.021. Employees are not to be required to carry out duties which regularly exceed the job levels of their posts.

1.022 Spare

SUB SECTION 2 – RECRUITMENT

1.023 **General.** The recruitment of Dependants for Army units (including Catering and Mess Services Staff) and sponsored organisations is the responsibility of LEC HRs, except in the case of Category 'B' Units and NAAFI. These organisations may request the assistance of LEC HRs in the recruitment of staff.

1.024 **Vacant Posts/Advertising.** A vacant post is one where someone has left or where a new post has been created. To avoid allegations of favouritism, internal applicants are not to be placed

directly into such posts by upgrading exercises. All such posts must be advertised. Advertising for Dep Posts is to be actioned by the LEC HR . Subject to the exceptions in para 1.025a, all vacant posts are to be advertised as follows:

- a. The post is to be advertised internally for a minimum of 14 days within the commuting area. Longer or wider advertising is not precluded if redundancy provisions or recruiting difficulties require it.
- b. The advertisement must state the start date of the post and the closing date for applications. Applicants are to be informed within 7 days of the closing date whether or not they have been short listed.
- c. Applicants have no right to be informed why they have not been short listed. However, it is good practice to state reasons in general terms.
- d. The requirement to notify applicants within 7 days applies equally to situations where posts are being withdrawn or re-advertised. In the latter case the applicant should be informed whether his/her application will automatically be considered for any new shortlist.

1.025 LEC HR do not, subject to any legal requirements on wider recruiting, have to advertise posts in the following circumstances:

- a. Where industrial relations requirements clearly require a particular individual to be offered the post.
- b. Where the post needs to be filled urgently.
- c. Where LEC HR considers that vacancies almost always exist.

1.026 Where LEC HR wishes to invoke para 1.025 b and c rather than advertise a post it is to maintain a register and the existence of this is to be regularly advertised, from which individuals will be called for interview. Personnel who are included on the register are entitled to be told how many posts they have been considered for and the reason for rejection. The inclusion on such a register does not imply any right or precedence for short listing and applicants should be advised to respond to all advertisements they are interested in.

1.027 **Free Travel Cost for Potential Employees.** When it is necessary for a potential employee to travel a long distance for an interview the OC LEC HR has a legal requirement to issue a travel warrant (form B Mov 11) for second class rail travel. Alternately the potential employee may be reimbursed road travel costs at the current public transport rate. Costs are to be charged to the recruiting unit's UIN. Overnight subsistence is not applicable.

1.028 In certain circumstances potential candidates are to be made fully aware in writing, when invited to attend an interview, that the costs arising in this context will not be borne by the Forces.

1.029 – 1.031 Spare

SUB SECTION 3 - DOCUMENTATION

1.032 **Requirements for Labour.** Unit requirements for Dep staff to be paid for by public funds are to be forwarded to the Budget Manager according to defined procedures on the designated manning authority pro forma.

1.033 **Engagements.** LEC HR are responsible for the engagement procedures for LEC of Category A and assisting Category B units as appropriate.

1.034 All Dep employee engagements are to be concluded by means of an Employment Contract for Dependant Employment with British Forces Germany. The standard contract/statement of particulars to be used is at Annex A.

1.035. Employment in one or more posts where the total hours exceed 48 per week is not permitted.

Continued Employment Beyond State Pension Age

1.036 Where employment continues beyond the State Pension age DBS DEP Pay Team will change the NI, Category to 'C' for NI payments based on the employee date of birth. This means that only the employer contribution will continue.

1.037 **Personal records.** A personal file is to be maintained for each employee by LEC HR . The Personal File will contain personal questionnaires, testimonials, medical reports, grading/ classification documents and performance assessments (where applicable), plus applications and written statements made by the employee. Files are to be maintained in accordance with data protection legislation. Duplicate files are not to be maintained other than those appertaining to attendance records and where appropriate, contact details. Employment records of employees, including details of annual leave, sickness, special and unpaid leave, absenteeism, trade grade etc., are to be held on Resource Link by LEC HR in accordance with current legislation detailing the storage of data on magnetic media.

1.038 Employees must be allowed access to their personal files in accordance with data protection legislation and the freedom of information act.

1.039 Protectively marked material is not to be held on personal files.

1.040 Documents containing items which may be seen as an allegation against the employee, or any disadvantageous/derogatory statement, may only be included in the employee's personal file after the employee has been given the opportunity to comment on the matter.

Termination, Retention and Disposal of Records

1.041 On termination of employment LEC HR is to:

- a. Ensure that a forwarding address is obtained from all Dep employees and details are forwarded to the DBS DEP Pay Team.
- b. Issue Dependants with Form 126, Notice of Termination. If the Dep is leaving the organisation the phrase "**Termination of Contract due to Family Posting**" is to be inserted as the reason for termination.
- c. Retain all personal documents for a period of two calendar years, except where the employee has been involved in an industrial accident when details of the incident are to be retained for a period of 12 years. (See paragraph 1.156.) Thereafter Dep employee personnel files are to be sent to TNT Archive Services, Swadlincote, Derbyshire. Where a Dep is re-employed in the organisation, the personnel file is to be called for by the receiving LEC HR on request.

SUB SECTION 4 – SECURITY AND EMPLOYMENT VETTING

1.042 LEC HR are responsible for initiating Security Vetting in accordance with SI GEO 2115 and arranging for the completion of the MOD Form 134 in duplicate on engagement, drawing attention to the employee's obligations under the Official Secrets Act. One copy is to be retained in the employee's personal file; the other copy is to be given to the employee.

1.043 LEC HR are responsible for forwarding the necessary documentation to the Vetting Section. All potential Dependants are to complete the necessary security documentation.

1.044 Employing/User Units are to ensure that LEC HR is aware of any appointment that must be filled by a Dep who will have access to a classified area or information graded Confidential or above. Dependants are not to take up employment in a vetted post until written proof of vetting has been received by LEC HR, or unless specific exemption is given by G2 Branch.

1.045 No foreign nationals or former foreign nationals are to be employed in posts which require the holder to have access to classified information graded CONFIDENTIAL and above without prior authority from J2.

Security Instructions for Certain Foreign Travel and Contact

1.046 Dep employees are required to obtain prior approval through their units/ branch security officer (USO/BSO) SI GEO 2110 (Travel to Foreign Countries to which Special Regulations Apply), for travel to or through the following countries:

Belarus
China
Egypt
Iran
North Korea
Russia
Syria
Libya,
Ukraine
Vietnam

Note: Additions/deletions to the above listed countries are notified direct to USOs/BSOs through the chain of command.

1.047 Travelling in or through the countries listed above includes the use of any air, sea or rail facilities operated by that country anywhere.

1.048 Dep employees who are in possession of a DV or higher security clearance are to complete Annex A to SI GEO 2110 (3 copies) and forward them through their employing unit to reach G2 Security at least six weeks before travel and before making firm travel commitments. Briefing/debriefings are to be carried out by the USO/BSO unless otherwise directed by G2 Security. A copy of the briefing/debriefing certificate is to be retained by the unit/branch.

1.049 **Contact.** Regardless of their vetting status, all Dep employees are to:

- a. Request permission prior to making planned contact with nationals of the countries listed above.
- b. Submit a report using the format at Appendix 1 to SI GEO 2110 after the contact

and forward it to G2 Security through their employing officer. Where the contact has not been foreseen, it should be reported using the same procedure.

1.050 Spare.

SUB SECTION 5 - PAYMENT PROCEDURE

1.051 **Attendance records.** Attendance records (Form 24) are to be completed and certified at unit level by an authorised person (see paragraph 1.150). On completion, the original Form 24 is to be forwarded to the DBS DEP Pay Team, copy to LEC HR. Deadlines for receipt of attendance records will be published periodically in cooperation with the DBS DEP Pay Team; Instructions for the completion of attendance records are at Annex B to this instruction.

1.052 It is also admissible for units to use a locally produced proforma to support the Form 24. As an example a charge hand or shift supervisor will have the responsibility of recording an individuals' daily attendance and passing it to the Line Manager responsible for signing of the Form 24. Such proforma are to be regularly audited and retained along with unit copy of the Form 24.

1.053 LEC HR produces individual pay statements for Dep employees. These will be forwarded to each unit for distribution to employees. Gratuity and Maternity payslips are distributed by the DBS DEP Pay Team.

Earnings Related National Insurance Contributions (ERNIC)

1.054 Subject to the level of earnings and number of hours worked all Dep employees are liable to pay ERNIC. The procedures are as follows:

- a. The DBS DEP Pay Team is responsible for the deduction of earnings related National Insurance Contributions and the maintenance of the appropriate records. LEC HR is to ensure that the HM Revenue & Customs CA3625 is completed by the Dep employee before or on the day employment commences. If the employee has never been issued with a National Insurance number a photocopy of their birth certificate has to be sent with the Form CA3625 to the HM Revenue & Customs. If the employee can not provide a photocopy of their birth certificate then a photocopy of their passport will be accepted. After completion and certification the form is to be forwarded to HM Revenue & Customs, NI Contributions Office, International Services, Benton Park, Newcastle Upon Tyne, NE98 1ZZ.
- b. On receipt of Form CA3625, HM Revenue & Customs will trace or set up a National Insurance account for the employee. All relevant information is forwarded to LEC HR who will amend individual records as necessary. The DBS DEP Pay Team will forward all relevant records to the HM Revenue & Customs at the end of each month.

1.055 Dependants are not subject to German Social Security provisions, but they are "employed earners" under the UK Social Security Contributions and Benefits Act 1992 and Social Security (Contributions) Regulations 2001, as amended and are liable to pay contributions when their Dep employment earnings exceed a minimum amount. Contribution rates are issued by the DBS DEP Pay Team and can be obtained from the local LEC HR team . The categories of employee contribution which affect Dep employees are listed below:

- a. **Category 'A'.** This is the standard rate payable by all single or married Dependants. It gives entitlement to various benefits and the State Pension Scheme.
- b. **Category 'C'.** This is the contribution rate for those employees who are over the minimum state pension age. The NI Category will be input or amended to a 'C.' This in turn means that the employee has no NI contributions deducted from their earnings but the employer continues making contributions.

1.056 Employee Declaration – Student Loans and Employment Status

LEC HR is required by HMRC to obtain a signed declaration from new employees confirming their current employment, pension or benefit status. Further to this the employee is to confirm whether they have an outstanding student loans. An example declaration and explanation of the different employment status codes can be found at Annex L to this standing instruction.

1.057 Spare

1.058 Overpayments

- a. Any overpayment of salary/wages, expenses or under-collection of pay-related deductions issued by mistake will be recovered in full or by monthly deductions from future salary/wages. Consideration will be given to the amount of the overpayment and the period over which the overpayment occurred when taking recovery action.
- b. Dep employees who have an outstanding overpayment on cessation of employment will have the balance recovered either from final salary/wages or from any gratuity payment that they may be due. Where monies remain outstanding after final payments have been issued, the individual will be required to reimburse the "Authority" as soon as notified.
- c. It is the responsibility of the individual to advise DBS DEP Pay Team or LEC HR immediately if they receive a payment to which they know, or suspect, that they are not entitled to receive. This is particularly important if an overpayment occurs or error is so obvious that to retain it or fail to expose it could constitute obvious bad faith. Dep Employees are to immediately question payments that may be erroneous. This will prevent them from building up and thus avoid the personal inconvenience that recovery action might cause. The pay slip notifies the employee of the payments and deductions made; **it is the employee's responsibility to carry out basic checks on their entitlements and on what they are being paid. The responsibility for identifying straightforward errors rests with the employee.** It is not acceptable that the employee received the monies in good faith simply on the grounds that they were not aware of the mistake.

Incremental Pay Dates and Previous Experience

1.059 Previous experience will not be recognised where an individual was dismissed for disciplinary reasons or the individual has resigned in order to avoid dismissal.

1.060 Exceptionally, in cases of a family posting within Germany where the Dep gains employment in the same tariff at an equivalent or higher grade, he/she is to be placed in the same incremental step as that previously reached. If the employment is in a lower grade the employee is to be placed at the incremental step that least exceeds their previous salary. In cases where the Dep gains employment at a higher grade the date of the new engagement will become the incremental date. In cases where the new employment is at an equivalent or lower grade the time already served will count towards further step advancement. However, this provision is only applicable:

- a. If there is a change of Agency.
- b. Where breaks in service do not exceed six months.

1.061 Where a Dep employee is made redundant and then re-employed within three months, in the same grade, they will retain the salary step previously reached. The time already served will count towards further step advancement. If the Dep gains employment in a higher grade sub para 1.067a applies. In a lower grade sub para 1.067b applies.

1.062 Prior experience may be recognised if documentary evidence of previous employment is provided, giving evidence of employment period and tasks performed.

1.063 Applications for prior relevant experience recognition are to be made to the OC LEC HR . Each case will be considered on its merits and no appeal will be possible. To enable a balanced decision, applications must be supported and endorsed by line management and the following should be considered before applying:

- a. Other than Crown Service few individuals should expect to get full recognition (time for time) of prior experience.
- b. Service some time ago or in an employment that is similar rather than identical may be considered but will only receive a proportional credit.
- c. Any recognition will take into account any distortion resulting from other prior experience/re-grading rules.
- d. An up-to-date CV and copies of evidence (i.e. formal qualifications, pay slips, references, etc) used to support the application must be attached to the application form. This application form is contained at Annex O to this instruction.
- e. Lack of supporting evidence will result in a lower calculation of previous experience or the application being rejected.

1.064 There is no requirement for Dep employees to revert to incremental step one during their probationary period in situations such as promotion, sideways move or on an in-theatre posting resulting in a change of employment. Where there is a break in service and where previous service has been authorised, the effective date will be the day after the completion of three months service. In cases where retrospective claims are made for backdated/recognition of previous service the effective date will be from a maximum of six months prior to the retrospective claim. Claims will not be accepted after termination of employment.

1.065 Increments are to be paid from the date on which they became due. Incremental dates are not to be deferred as a result of unpaid absence.

1.066 Incremental scales apply to Dependants engaged in C, CFM, CDV, K, LEN and ZW trades/professions. Increments are not transferable from one trade/profession to another e.g. a nurse will not qualify for increments if he/she takes up employment as a clerk and vice versa.

1.067 The following will apply to changes of grading in the same job or a move to a new job without a break in service:

- a. In the case of an upgrading (i.e. move to a higher grade in the same tariff with no break in service) an employee who is in receipt of a step increment is to be placed in the same incremental step in the higher grade as that held in the lower grade. The date of the upgrading will then become the incremental date.
- b. When an employee is downgraded, for whatever reason, except voluntary, they are to be placed on the step increment in the lower grade that equals or least reduces the pay rate in the original grade. The date of the downgrading will then become the incremental date.
- c. If a downgraded employee is subsequently upgraded within 36 months of the downgrading, without an interruption of employment, the employee is to be placed at the incremental step previously reached in the higher graded appointment. The waiting period

already served in the higher grade will count towards further step advancement.

d. Where re-grading occurs across a tariff (e.g. from A (industrial) to C (non-industrial) tariff) with no break in service the employee is to be placed on a rate of pay which equals or least exceeds the previous rate of pay.

e. Exceptionally in cases of a family posting, where a Dep changes from one employing agency to another (by mutual agreement) without a break in service and in the same grade they will retain the salary step previously reached. The time already served in the salary step will count towards further step advancement. If the employment is in a lower grade the Dep will be placed at the incremental step that equals or least exceeds their previous salary. If the employment is in a higher grade, sub para 1.067a applies.

1.068 If any doubt exists as to what constitutes previous service or assessment of incremental points, individual case details are to be submitted to the Business Manager for a ruling.

1.069 Spare

1.070 Temporary Changes of Duty

a. Dep employees who are temporarily assigned to predominantly perform higher graded duties are to be upgraded after such duties have been performed for 30 consecutive calendar days. Interruptions during this period of less than 2 weeks are to be disregarded.

b. Temporary assignments may be as replacements for incumbents of posts, including military and civil service posts, that are temporarily absent or to temporarily fill vacancies pending the appointment of a permanent incumbent of a post.

c. Where a Dep is temporarily assigned to a post normally filled by military or civil service personnel the post will be graded by the OC LEC HR. It is, therefore, mandatory that the line manager concerned identifies which duties are to be undertaken by the Dep employee assigned to the post and submit an appropriate statement to the OC LEC HR together with the application for the temporary upgrading. If the assessment results in a grading which is more than one grade higher than the one currently held by the employee the Business Manager is to be consulted in order to confirm the assessment.

d. The temporary upgrading is to be documented by an amendment to the current contract of employment. The amendment is to identify the duties to be undertaken, the grade assessed and duration of the temporary upgrading.

e. Immediately after the period of temporary upgrading expires Dep employees affected are to return to their previous employment and grade. If the expiry date depends on an event, (e.g. arrival of a regular incumbent) the DBS DEP Pay Team is to be informed in good time in instruction to avoid overpayments.

SUB SECTION 6 – ALLOWANCES AND BONUS AWARDS

Functional Allowances

1.071 **Eligibility.** Eligibility to a functional allowance may be viewed under two separate sections:

a. Where a Dep employee, for a limited proportion of his/her working time performs work at a higher level than his contracted grade, provided it is on a regular basis, he may be compensated by an allowance which represents the difference between the pay of his contracted grade and that of the higher grade. He/she will only receive the allowance for

those hours during which this higher evaluated function is performed.

b. The higher graded duties recognised by this allowance may never normally exceed 50% of the hours worked, as this would indicate that the job is wrongly graded. Each case will require the authority of the Business Manager.

c. A functional allowance may also be considered for a Dep employee who is contracted to one trade and grade, yet regularly performs unrelated work at the same level for part of his working time. This recognises diverse skills, even though the skills are of equal value. The allowance granted under these circumstances would normally be at a lower level than that granted in recognition of higher graded duties.

1.072 Functional allowances are not to be written into contracts of employment and the contracted job description is not to refer to those duties which are compensated by the allowance.

1.073 **Submission of Application.** Prior to the additional functions commencing all units are to apply for authority to pay functional allowances by the completion and submission of Part 1 to Annex D of this instruction to LEC HR .

1.074 On receipt OC LEC HR is to carry out an inspection at the worksite and comment accordingly by completing Part II. It must be confirmed that the duties for which the allowance is claimed do not form part of the employee's contracted job description and the amount claimed does not equal, or exceed, the pay for the next higher grade. On completion, Annex D is to be forwarded to the applying unit's Budget Manager who is to confirm financial agreement to the payment of the allowance at Part III. Thereafter, applications for a functional allowance are to be forwarded to LEC HR for approval at Part IV.

1.075 The allowance is to be for a set period not exceeding one year and this is to be notified to the employee in writing by LEC HR . The employee is also to be informed in writing that if the conditions justifying the allowance cease, the allowance will be withdrawn. A copy of the notification is to be signed by the employee and held in his personal file.

1.076 The continuing need for the allowance is to be examined annually by LEC HR to ensure that the conditions justifying the allowance remain extant. Applications for renewal of authorities are to be submitted to the unit's Budget Manager stating why it is necessary for the employee to continue to perform the extra function. The authority to extend functional allowances is delegated to OC LEC HR .

1.077 **Stable Hand Duties.** An entitlement to a functional allowance for stable hand duties may exist where a driver is responsible for cleaning and maintaining vehicles in addition to his own. Budget Holders may authorise the allowance, observing the conditions at paras 1.072, 1.075 and 1.076. The recommended scale is as follows:

- a. 2 vehicles including own vehicle = 3%
- b. 3 vehicles including own vehicle = 4%
- c. 4 vehicles including own vehicle = 5%
- d. 5 vehicles including own vehicle = 6%

1.078 The allowance is to be reduced or withdrawn with effect from the date that the number of additional vehicles decrease, or the duties cease to be required.

Performance Allowances

1.079 **General.** A performance allowance may only be granted for outstanding work performance of key employees. To qualify, work performance will normally need to be quantifiable from productive output and the allowance will usually only apply to tradesmen. Isolated instances may however occur where semi-skilled or unskilled employees, by virtue of exceptional industry, may be considered for a performance allowance.

1.080 Performance allowances are not to be granted in an amount which would raise the gross wage of an employee to a level equal to, or above, the wages of employees of a higher wage group in the same trade.

1.081 Each recipient of a performance allowance is to be informed in writing that the allowance is granted for a specific period, no longer than 12 months, and of the reasons for the allowance. The employee is to be given a detailed description of the standard or quantity of work he/she is required to maintain. He/she is also to be informed that if the conditions justifying the allowance cease to exist, the allowance will be withdrawn. Performance allowances are not to be written into employment contracts.

1.082 **Submission of Applications.** The procedure and method of submission is the same as that for functional allowances in paras 1.073 to 1.076.

1.083 **Reviews.** The continuing need for the allowance is to be examined annually by LEC HR to ensure that the conditions justifying the allowance remain extant. Applications for the renewal of authorities are to be submitted to the unit Budget Manager stating why it is necessary for the employee to continue to perform the extra function. The authority to extend performance allowances is delegated to OC LEC HR . Additionally OC LEC HR will examine performance allowance justifications. Where the circumstances justifying an allowance continue a new authority is to be issued.

1.084 – 1.089 Spare.

Allowances for Difficult Conditions of Work (Severity Allowance)

1.090 **Eligibility.** Allowances which are payable for particularly difficult conditions of work are at Annex E to this instruction. Before an allowance may be paid, units are to obtain written confirmation from LEC HR that the conditions under which the employee works justify payment of the allowance. On receipt of confirmation the unit is to obtain financial authority from the Budget Manager.

1.091 The continuing justification for the allowance is to be confirmed at periodic Labour Support checks.

1.092 The following points are of particular importance in assessing eligibility to severity allowance:

- a. Severity allowance is only to be paid for the exceptionally severe or difficult conditions specified in Appendix 1 to Annex E.
- b. Where duties involve more than one difficult condition, the allowances in respect of each separate condition may be cumulative. Details are contained in Appendix 1 to Annex E. Allowances will normally only be paid for those hours during which the employee is subject to the difficult conditions.
- c. The allowances in respect of climatic influences; persistent heavy rain, severe cold, snow, hail etc., will only be payable for those hours during which work is carried out in the open under particularly disagreeable, or abnormal, conditions.

- d. Severity allowances do not apply to Watchmen or Fire Fighters.

Charge hands and Leading Charge hands

1.093 **Guide Scales.** The allocation of charge hand duties to employees requires the prior authority of the unit Budget Manager. For guidance, a case to appoint a charge hand (allocate charge hand duties) may normally exist where there is a requirement for the supervision of twelve or more unskilled, semi-skilled or skilled employees in one location. However, where considered technically advisable, charge hands may be appointed for smaller groups of workers. Leading chargehands are to be employed only where it is appropriate not to establish a foreman.

1.094 **Remuneration and Grading.** The allocation of chargehand duties is to be remunerated by the payment of an allowance of 10%. For leading chargehands a further allowance of up to 10%, depending on the level and extent of responsibility, is to be paid. The allocation of charge hand duties is not to be written into employment contracts. Employees who have accepted to perform the additional duties are to be informed in writing of additional duties, the remuneration and the period during which they are expected to perform such duties. For the period specified charge hands are to be graded at least in the wage group of the highest graded employee supervised. If the charge hand is not qualified, he/she is to be graded in the wage group of the highest paid employee supervised.

Travel and Meal Allowances

1.095 **General.** In order that employees on official duty travel are afforded the necessary employee-related insurance cover, line managers are to formally approve all instances of duty travel **prior** to the event and ensure that this approval is documented.

1.096 **Employment Away From the Regular Place of Work.**

a. Dep employees who are required to travel in the course of their duties may claim certain allowances and out of pocket expenses. Claims are to be made on Pay Form 3. Forms are to be completed and distributed in accordance with Local LEC HR Instructions and are to be certified correct by OC's Employing/User Units. Items of expenses that may be claimed are set out at Annex F to this instruction.

b. Pay Form 3 is to be certified correct by a responsible officer in accordance with current instructions. The certifying officer is to print his name, rank/grade and appointment, or is to use a signature block stamp giving the same details.

1.097 **Refund of Fares.** Where Service transport is not available, travel will normally be by rail for which rail warrants (Form B Mov 11) are to be issued. Where Dependants are required to travel on duty by rail it is to be at 2nd class rates. Travel by bus will be refunded on production of the ticket.

1.098 **Kilometre/Mileage Allowance.** The nature of the duty journey or detachment, i.e. the location, the distance involved and the number of employees undertaking the same duty journey/detachment, will determine the mode of travel; this should always be by the most economic means available at the time of the detachment. Where Service transport is not available and where public transport is either not practicable or is more expensive than the payment of kilometre/mileage allowance, an employee may be requested to use their private motor vehicle for a duty journey. Dep employees are refunded MMA under Service regulations. OC units are to authorise the use of private motor vehicles only when it is essential and then prior to the start of the duty journey.

1.099 **Travelling Time.** Travelling time should normally be undertaken during normal contract hours when the employee will continue to receive his/her regular earnings. Travelling on Sundays,

public holidays and work-free days should only be undertaken where absolutely essential. Dep employees who are instructed by line management to travel on a Sunday, public holiday or work-free Saturday may receive compensation of up to 4 hours basic pay, provided written line management authority accompanies any travel claim. Dep employees who travel outside of their contract hours on a week day or who choose to travel on a Sunday, Public Holiday or work-free Saturday will not be entitled to compensation for travelling time. Exceptionally, compensation for overtime hours, night/Sunday/public holiday work hours will be paid to individuals employed as drivers for those hours worked (i.e. driving duties) which coincide with travelling time. This exception will also apply to other employees who on line management instruction drive a car during duty travel and are required to transport persons, goods or items on behalf of the unit.

1.100 **Day Allowance.** Day allowance is applicable for Dep employees who are absent from their normal place of duty, provided that the absence from duty station is for at least 8 hours per day. Details are at Annex F.

1.101 **Travel/Subsistence Allowance - Duties of less than 15 kms.** A Dep employee may only claim allowances when he/she travels more than 15 kms from his/her place of work or from his/her place of residence.

1.102 **Night Supplement.** Where the actual cost of an overnight stay exceeds the normal night allowance a supplementary allowance is payable, within specified limits. The hotel bill is to be attached to Pay Form 03. The authorising officer needs to be satisfied that the bill was necessarily incurred.

1.103 **Travel Outside Federal Republic of Germany.** The provisions for duty travel within Germany are also applicable outside the FRG. Where, however, increased expenses are incurred for travel outside Germany a supplement to the normal day allowance can be paid subject to the submission of receipted bills. Where receipted bills cannot be produced a lower rate supplement may be paid. Supplements are subject to a maximum ceiling and the rate payable is dependent upon the country in which duty travel has been performed.

1.104 **Shift Allowance.** The following shift allowances will apply:

a. **Rotating Shifts.** Where an employee's shift changes more than once a month, and where the shift alternates between three different shifts; one of which must contain night work, the employee will be eligible to a rotating shift allowance. This allowance is not payable to 'P & Z' tariff workers.

b. **Alternating Shifts.** Where an employee's shift changes more than once a month, they will be eligible to an alternating shift allowance. This allowance is not payable to managers in the 'H' tariff or 'P' & 'Z' tariff employees.

b. **Standby/On Call.** Standby and on call payments can be paid where employees are required to be available for work at short notice outside their normal working hours. Applications are to include comments of OC LEC HR and stipulate whether the standby duties are required to be conducted at the place of work (standby) or at the place of residence (on call).

Time Limits on Claims

1.105 Claims which refer to the past periods can be raised by either party in accordance with the time-limits prescribed as follows:

- a. Claims for incorrect computation of earnings - 12 months.
- b. Other claims including travel and subsistence - 3 months.

- c. No claims will be admissible 3 months after the termination of employment.

LEC Special Bonus Award (SBA) Scheme

1.106 **Aim.** The LEC Special Bonus Award (SBA) scheme is designed to recognise and reward instances of exceptional performance among the LEC workforce. The payment of a bonus award is the acknowledgement, by management, of an extremely well-performed specific assignment or exercise, rather than continuous good performance by staff throughout the year.

1.107 **Justification.** The successful completion of a task, by significantly exceeding quality, quantity, time, or cost parameters, is the principal criterion for judging whether an employee (either as an individual, or collectively as part of a team effort) merits a bonus award. Alternatively or additionally, an award can be justified by determining whether appreciable value has been gained for the business in relation to output and corporate image.

1.108 Spare

1.109 **Fairness and equality.** It is the responsibility of line managers and budget holders to ensure that recommendations for bonus awards meet the criteria laid down in this instruction, and that the system works fairly. Managers are reminded that the department is committed to equal opportunities; they must therefore ensure that they avoid discrimination when recommending awards. Dep employees should receive equal reward (in terms of net pay) for comparable attainments; therefore recommending officers need to take into account the different tax and social security deductions applicable to DEL and Dep pay. As a guide, for similar achievements, the gross amount for a DEL would have to be twice that of a Dep employee to ensure that both sets of employees enjoy approximately the same 'take home' award.

1.110 **Value of Awards.** Awards must reflect the significance attributed to the employee's achievement, its benefit to the department and must be fair and consistent. Individual awards are to be restricted to a maximum of €1,500 (take home value/net). Exceptionally, and for the most outstanding cases only, budget holders may recommend a bonus award which exceeds this amount. Such applications will require the personal endorsement of the Business Manager as well as the Budget Holder.

1.111 **Recommendation and Approval.** Applications for an LEC Special Bonus Award should be initiated by the employee's line manager (recommending officer), and must be endorsed at a level no lower than Lt Col/C1. Applications should be made using the flow chart at Annex G and the application form at Appendix 1 to Annex G. **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.**

Letter of Congratulation. Line Managers are to inform the employee of the Special Bonus Award verbally and complete/present them with a letter of congratulations using the template at Appendix 2 to Annex G.

SUB SECTION 7 - JUBILEE PAYMENTS AND CERTIFICATES OF SERVICE

1.112 **General.** It is GEO policy to recognise long service by awarding the following certificates of service, jubilee payments and additional leave within 12 months following the jubilee date.

- a. 12 years. Certificate of Service and 2 additional days leave.
- b. 25 years. Certificate of Service, €350 and 3 additional days leave.
- c. 30 years. Certificate of Service and 3 additional days leave.

- d. 35 years. Certificate of Service, €700 and 5 additional days leave.
- e. 40 years. Certificate of Service, €850 and 5 additional days leave.
- f. 45 years. Certificate of Service, €1000 and 6 additional days leave.

1.113 **Eligibility.** Gaps between periods of service do not count as time served for this purpose and neither does Military, or UKBC service. Service must be as an LEC with British Forces in Germany.

1.114 Periods of eligible service may be added together to achieve the requisite total.

1.115 **Applications.** LEC HR teams are to submit applications for certificates and letters on behalf of employees in all Cat A and B units to the Germany Central LEC HR Manager. Other Agencies/Establishments may apply for certificates and letters through LEC HR provided that the necessary information is supplied within the required time frames.

1.116 **Time Frames.** LEC HR are required to submit quarterly, by 1 Feb, 1 May, 1 Aug and 1 Nov, nominal rolls of those LECs who will complete the requisite service during the next quarter, i.e. beginning 1 May, 1 Aug, 1 Nov and 1 Feb. Completed certificates and letters will be returned to LEC HR in time for onward transmission to the Employing/User Unit before the anniversary date.

1.117 **Presentation.** Certificates and letters of congratulation are to be presented on or near the anniversary date by either the Commander British Army (Germany), a military officer or civilian of equivalent status in circumstances and with publicity appropriate to the occasion.

1.118 **Jubilee Payments.** LEC HR/DBS DEP Pay Team are to arrange payment with normal monthly pay in the month in which the anniversary falls.

SUB SECTION 8 – TRAINING

Nominations for Courses of Instructions

1.119 If there is a Dep employee training requirement and it cannot be provided internally by the employing unit, the Line Manager is to forward the requirement to LEC HR. On receipt of the application LEC HR will:

- a. Research and consult with other MOD training providers and make recommendations to the unit if appropriate.
- b. Assist in finding external training if the employing unit has been unable to source a suitable provider.
- c. Maintain a central record of all training requests, results, and expenditure.

Resources

1.120 It is GEO policy to provide as much of the required training 'in-theatre' as possible in order to minimise absences from the place of work and relieve pressures on training and travel and subsistence (T&S) budgets. Resources for training are provided by both MOD Centre, GEO, and by other British Forces employing organisations and MOD Agencies. Dep employees may apply to attend the same course as UKBC staff of similar grade, including those courses run in the UK, subject to the Budget Holder's and Line Manager's approval.

- a. **Cost of Training.** Should costs arise for training provision these costs must be born by the employing organisation's budget. Prior to submitting any application for training for which there is a cost, budget authority is to be obtained in the first instance.
- b. **Associated T&S Costs.** Irrespective of the source of training provision all T&S costs must be authorised in advance by the employing unit's Budget Manager.

Procedure

1.121 The approval of the Budget Manager is required prior to the placement of any Dep employee on training courses, study days, seminars etc, outside the regular duty station or when T&S costs are likely to be incurred. This approval is especially necessary when a Dep employee has been nominated to attend a training course provided by a commercial provider either in the UK or in the FRG. In all situations T&S costs are to be strictly controlled in accordance with current Departmental guidelines.

Applications

1.122. All training applications are to be submitted using the form at Annex C to this instruction.

1.123. In situations where T&S, is denied, or non-attendance on a training course for whatever reason, it is a unit responsibility to notify the appropriate training authority.

1.124 **Team Training and Sports Activities.** 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. Details as to what constitutes team training and the procedures to be followed are contained at Annex H to this instruction.

1.125 **British Territorial Army Training.** Any Dep employee who is a member of the British Territorial Army will be entitled to a maximum of 14 days during a calendar year unpaid time off to attend training. However, during this period all social contributions will be paid by the employer.

SUB SECTION 9 - WELFARE

1.126 **Protective Clothing.** The employer is to provide protective clothing for Dependants as required conforming to German and UK Health and Safety regulations. Indents are to be submitted in accordance with Material Regulations for the Army, through normal channels, annotated "FOR USE BY LEC."

1.127 All stocks of protective clothing and equipment are to be held on unit charge and loaned to employees against signature.

1.128 Laundering and cleaning of protective clothing is to be carried out under Service arrangements. Authority is not to be given for laundry or cleaning allowances to be issued to individual employees, nor are units to accept liability for the upkeep at public expense of any clothing not provided from official sources.

1.129 The provision of safety clothing is the responsibility of the Employing/User Unit. The safety committee may recommend what safety clothing should be used and issued. This does not apply to safety equipment which is provided in accordance with legal provisions.

1.130 **Claims for Compensation for Damage to Personal Property.** Claims arising from

employees in respect of damage to their personal property in the course of their employment, which after investigation are established to be the result of negligence by the MOD, are to be forwarded to LEC HR , together with a certified statement of how the damage was caused. The Employing/User Unit is to obtain a certificate from the claimant 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.

1.131 LEC HR 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.

After checking the claim OC LEC HR is to forward it with any necessary comments and recommendations to Area Claims Officer North West Europe.

1.132 The above procedure applies only to personal property damage claims and NOT to claims for accident insurance benefits which are dealt with through the Department of Social Security, Newcastle.

1.133 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.

1.134 **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.

1.135 – 1.137 Spare

1.138 **Rest Rooms.** In accordance with good employer practice units are, where appropriate, to provide suitable rest room accommodation for their Dep employees. 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.

1.139 **Provision of Personal Aids.** The provision of working aids for Dep employees is through Service or locally purchased sources and is funded by Budget Holders. Dependants should apply through their Employing/User Unit. All applications are to be supported by a recent doctor's certificate and demanded through Service sources, where available. Where items are not available through Service sources, User units are to refer the matter to LEC HR . LEC HR are to investigate provision of equipment where required.

SUB SECTION 10– GRIEVANCES & COMPLAINTS

Capability/Disciplinary Policy, Rules and Procedures

1.140 Separate procedures exist for the handling of Capability and Disciplinary cases. These procedures are held by LEC HR /HOA of Category 'B' Units and are to be strictly adhered to at all times.

Grievances regarding grading

1.141 Grievances against grading issues are to be dealt with in accordance with 1.013-16 of this instruction.

Grievances against terms and conditions of service

1.142 Matters of general policy may be referred by individuals to OC LEC HR or, through their Dep EC representative. The formal procedure is contained at Annex R.

Complaints of Harassment and Bullying

1.143 The MOD is committed to providing a working environment free from harassment, humiliation or behaviour which creates feelings of unease or distress, such as sexist, racist or sectarian language and unwelcome remarks. Every individual has the right to complain about bullying and harassment, in whatever form, should it occur in the workplace.

- a. **The Law.** Harassment can be unlawful under various statutes. It may also lead to civil claims for personal injury, negligence or breach of contract; or criminal prosecution for assault.
- b. Complaints will be investigated and dealt with seriously, sensitively, and quickly. The procedure used is that defined in JSP 763 – The MOD Bullying and Harassment Complaints Procedures. The aim is to resolve complaints informally and, if possible, at the lowest feasible level; but where this is not possible the complainant has a right to raise a formal complaint. Individuals will also be protected against victimisation or retaliation for making or assisting in a complaint made in good faith.
- c. **Complaints against DEL Employees.** In cases where a Dep employee lodges a complaint of bullying/harassment against a DEL employee the line manager is to seek direction on how to proceed from LEC HR.

SUB SECTION 11- LOSSES TO PUBLIC FUNDS CAUSED BY MISEMPLOYMENT OR NEGLIGENCE

1.144 **Misemployment.** 'Misemployment' in this sub-section means the performance of work by Dep employees on duties other than those within the trade and grade authorised by a Budget Holder, or on work for which no post has been authorised. Outline duties may be found in an employee's contracted job description and Unit commanders may obtain advice on the scope of duties permitted for a post from the OC LEC HR .

1.145 To assist in the prevention of misemployment OC LEC HR is empowered to carry out spot checks of all types of labour. They are to be afforded all necessary facilities for this purpose.

1.146 Spare.

1.147 **Inquiries.** Where there is evidence indicating misemployment, through deliberate action or gross negligence, which has caused a loss to public funds then the case is to be brought to the attention of the Budget Holders by OC LEC HR. The Budget Holder is to notify the appropriate Chain of Command without delay in order that an inquiry may be convened as required by QRs/AGAs.

1.148 If an inquiry determines that a loss to public funds has occurred which has been caused by a wrongful act or gross negligence, an order may be made for the person responsible, if subject to military law, to pay a sum in compensation. Alternatively, a charge may be preferred and disciplinary action taken against the person or persons concerned.

- 1.149 Matters which could be subject to an inquiry include losses to public funds caused by:
- a. Allowing employees to work unauthorised overtime.
 - b. Payment of unjustified claims.
 - c. Payment of unjustified allowances.
 - d. Employment of non-essential staff on duties attracting supplements.
 - e. Grossly negligent management of industrial relations procedures resulting in fruitless payments or unnecessary court cases.
 - f. Grossly negligent supervision of Dep attendance and attendance records.

The list is not exhaustive.

1.150 COs/OCs Units/Heads of Establishment are to ensure that where possible all documents concerning the pay and grading of Dep employees are signed by a military officer, UKBC or LEC of officer status (C7). Where this is impracticable and with prior authority of the OC, a Warrant Officer or SNCO, or a UKBC not below the grade of Band E1 may be appointed to certify pay related documents. LEC below the grade of C7 may exceptionally be authorised to certify Form 24 (Attendance Record) ONLY. The delegation of authority is to be given in writing and signed personally by the OC/Head of Establishment acknowledging his/her liability for any losses arising from the delegation. A copy of the authority is to be forwarded to the appropriate LEC HR and retained by them.

1.151 Where an LEC is authorised to certify pay related documents the OC, or an officer appointed by him, is to check the pay accounting procedure, without warning and at irregular intervals of no more than three months. A written record of the check is to be maintained and documents checked are to be countersigned.

1.152 **Overpayments.** The procedures to be adopted in preventing, reporting and investigating losses to public funds due to accidental or payroll system generated overpayments to Dependents are as follows:

- a. **Notification of Absence.** OCs of Cat A and B units are to report all cases of unexplained absence to LEC HR immediately. OC LEC HR is to decide whether an overpayment is likely to result and, if so, report the matter to the DBS DEP Pay Team.
- b. Where overpayments are discovered by Units the matter is to be immediately reported to LEC HR .
- c. **Investigation of Overpayments.** The procedure for the investigation and recovery of overpayments is contained in JSP 472.

1.153 **Write-off Action.** Where recovery of an overpayment proves fruitless and further efforts are considered either unlikely to succeed or no longer cost effective, the case is to be passed to the appropriate Budget Holder for write-off action.

1.154 Nothing contained in this instruction relieves commanders of their responsibility to prevent losses of public funds and to report any cases where a deliberate act or negligence is suspected to have lead to a loss.

SUB SECTION 12 - HEALTH AND SAFETY MATTERS

1.155 Full details and instructions in respect of health and safety for Dependants (and all LECs) are contained within the GEO SHEF manual issued under SO GEO 4400 which is to be complied with by all COs and Heads of Establishment and other relevant persons having managerial responsibility for Dep employees.

Accidents and Injuries

1.156 A Dep employee who considers that he/she has suffered injury as a result of negligence or fault of the employer, a fellow employee acting within the scope of his/her official duties, dangerous working practice, defective equipment, insufficient training etc., should be advised to forward full details of the case, including the reason why they consider the employer to have been responsible, to the Area Claims Officer, North West Europe. LEC HR are to keep a record of accidents and injuries at work affecting Dep employees. The information recorded may be required as supporting evidence by the Inland Revenue if the employee subsequently claims for invalidity benefit. It is required to be kept for a period of 12 years.

1.157 **Third Party Claims.** Dep employees who believe they have a justifiable claim for loss of salary/wages as a result of an accident/incident involving a third party which prevents their attendance at work should forward details of the case, including any applicable statements, to the Area Claims Officer, North West Europe.

1.158 Health and Safety at Work

a. Dep employers are required to protect the health and safety at work of all employees, including new and expectant mothers. The Management of Health and Safety at Work Regulations 1999, which are followed by British Forces in Germany, require employers to assess risks to their employees, including new and expectant mothers and do what is reasonably practicable to control those risks.

b. In view of the above a specific risk assessment is to be carried out paying particular attention to risks that could affect the health and safety of the new or expectant mother or her child. LEC HR is to instruct line management to carry out a risk assessment once the employee has informed them of her pregnancy.

SECTION 2 – TERMS AND CONDITIONS OF SERVICE

SUB SECTION 1 - PAY

2.001 Rates of pay for Dep employees are published by LEC HR on the LEC Website at www.bfgnet.de/employment¹ and are held by LEC HR. Where a rate for a particular grade is not included in Dep pay scales, application is to be made to LEC HR. In addition:

- a. Partial monthly pay for full time employees is calculated on the basis of the number of working days worked in any given month.
- b. Pay for Dep employees is prepared by the DBS DEP Pay Team from input details provided by Employing and User Units on Form 24. Payment will be in Euros and will be credited to individual bank accounts by the last working day of the month.
- c. If an employee is posted at short notice, the DBS DEP Pay Team can arrange for their final pay to be sent to a UK bank account provided notification of resignation is received before the pay has gone to the German bank. The User Unit must inform LEC HR immediately of all resignations in order for LEC HR to advise the DBS DEP Pay Team.

SUB SECTION 2 – BONUSES, GRATUITY AND BENEFIT PAYMENTS

Christmas Bonus

2.002 An annual Christmas Bonus amounting to 6.34% of reckonable earnings will be paid on 30 November of each year to all Dep employees (except LEN, LSA and LSS grades) who, on 31 October, have been in employment since 1 July. Reckonable earnings are defined as those earnings that the employee has received in accordance with these instructions during the 12 months prior to 31 Oct.

2.003 Dep employees except LEN, LSA and LSS grades who, on their termination of employment before 31 Oct have been in employment for **four** months will receive a Christmas Bonus amounting to 6.34% of reckonable earnings. Reckonable earnings are defined as those earnings that the employee has received in accordance with these instructions from the preceding 1 Nov until termination date. Payment will be made in the month following termination of all posts. The entry on the payslip will read “Part Xmas Bonus”.

2.004 If a bonus has been paid in accordance with para 2.003 and the employee is due to receive a bonus in the same reckonable year, the previously paid bonus will be offset against the bonus in accordance with para 2.002.

2.005 Service in the LEN/LSA/LSS grades does not count towards qualifying service for the payment of a Christmas Bonus.

2.006 Dep employees whose employment terminates will remain eligible to receive the respective bonus, provided they have completed the 8 week notice period or their definite contract comes to an end. Exceptions will be made where all or part of the notice period is waived with the written agreement of the line manager, or resignation is due to:

- a. The posting, on short notice, of the Head of Household.
- b. Domestic distress.
- c. Incapacity for health reasons (a medical certificate to this effect will be required).

¹ Or subsequent post-BFG facility.

2.007 Dep employees will not be eligible if:

- a. They have left their employment without completing the 8 week notice period, except in the circumstances described in para 2.006.
- b. They have been dismissed (or are under notice of dismissal) for disciplinary reasons or on grounds of inefficiency.
- c. They have resigned in order to avoid dismissal.

2.008 Breaks in service of up to a total of three months are to be ignored in determining continuous service provided they were caused by resignation due to the in-theatre transfer of the Head of Household, on re-employment following redundancy or termination of a definite contract. In addition where breaks in service exceed three months due to a waiting period for security vetting clearance to be issued these are also to be ignored provided an offer of employment, subject to security clearance being issued has been made. This provision will not apply where a Dep has claimed a gratuity for his/her most recent period of service, in which case reckonable service towards a Christmas bonus will only count from re-employment.

2.009 If an employee who has fulfilled the eligibility criteria subsequently leaves employment there will be no liability to refund the bonus.

Leave Bonus

2.010 An annual leave bonus amounting to 2% of reckonable earnings will be paid, on 31 May of each year, to all Dep employees, except LEN, LSA and LSS who, on 30 April have been in employment since 1 January. Reckonable earnings are defined as those earnings that the employee has received in accordance with these instructions during the 12 months prior to 30 Apr.

2.011 Dep employees except LEN, LSA and LSS grades who, on their termination of employment before 30 Apr have been in employment for four months will receive a leave bonus amounting to 2% of reckonable earnings. Reckonable earnings are defined as those earnings that the employee has received in accordance with these instructions from the preceding 1 May until termination date. Payment will be made in the month following termination of all posts. The entry on the payslip will read "Part Leave Bonus".

2.012 If a bonus has been paid in accordance with para 2.011 and the employee is due to receive a bonus in accordance with para 2.010 in the same reckonable year, the previously paid bonus will be offset against the bonus in accordance with para 2.010.

2.013 Service in the LEN/LSA/LSS grades does not count towards qualifying service for payment of a leave bonus.

2.014 Dep employees whose employment terminates will remain eligible to receive the respective bonus, provided they have completed the 8 week notice period or their definite contract comes to an end. Exceptions will be made where all or part of the notice period is waived with the written agreement of the line manager, or resignation is due to:

- a. The posting, on short notice, of the Head of Household.
- b. Domestic distress.
- c. Incapacity for health reasons (a medical certificate to this effect will be required).

2.015 Dep employees will not be eligible if:

- a. They have left their employment before 31 May and without completing the 8 weeks notice period, except in the circumstances described in para 2.014.
- b. They have been dismissed (or are under notice of dismissal) for disciplinary reasons or on grounds of inefficiency.
- c. They have resigned in order to avoid dismissal.

2.016 Breaks in service of up to a total of three months are to be ignored in determining continuous service provided they were caused by resignation due to the in-theatre transfer of the Head of Household, or re-employment following redundancy or termination of a definite employment contract. In addition where breaks in service exceed three months due to a waiting period for security vetting clearance to be issued these are also to be ignored provided an offer of employment, subject to security clearance being issued, has been made. This provision will not apply where a Dep has claimed a gratuity for his/her most recent period of service, in which case reckonable service towards a leave bonus will only count from re-employment.

2.017 If an employee who has fulfilled the eligibility criteria subsequently leaves employment there will be no liability for refund.

Gratuities

2.018 A gratuity will normally be paid within 2 months after the end of employment to Dep employees of the British Forces Germany, subject to the criteria set out at para 2.021 below, when they resign or are dismissed on grounds of redundancy or their definite contract ends. There are also certain other circumstances whereby an individual may claim their gratuity and these are set out in para 2.021 below.

2.019 Dep employees who take up employment as a DEL must claim, if they are eligible, their gratuity at the end of their Dep employment.

2.020 The gratuity claim form is to be issued by the relative LEC HR to all Dep employees on termination of employment with the Agency. If the individual wishes to claim a gratuity, the claim form is to be forwarded to DBS DEP Pay Team for processing.

2.021 Eligibility.

- a. To qualify for a gratuity a Dep must:
 - (1) Have completed two years or more continuous Dep service with the British Forces in Germany.
 - (2) Have completed the 8 week notice period unless otherwise agreed with the line manager. In these circumstances, the termination reason should be given as per drop down menu RLink e.g. Own Request(Y).
 - (3) Have been unable to complete the 8 week notice period because their resignation is due to:
 - (a) The posting, on short notice, of the Head of Household.
 - (b) Domestic distress.
 - (c) Incapacity for health reasons (a medical certificate to this effect will be required).

Note: If changing jobs and being re-employed by a different LEC HR there must be a gap in employment of at least one working day.

- b. Employees will **not be eligible** for the payment of a gratuity if:
- (1) They have not completed the 8 week notice period, except in circumstances described in para 2.021a(3) above.
 - (2) They have been dismissed for disciplinary reasons or on grounds of inefficiency.
 - (3) They have resigned to avoid dismissal.
 - (4) When, on change of jobs, they remain employed with the same LEC HR .
 - (5) If the gap between employment with different Agencies is less than one day.
- c. A Dep who has to resign because of the in-theatre transfer of the Head of Household, is declared redundant or whose definite contract ends but will remain in-theatre, may:
- (1) Transfer his/her reckonable service towards a gratuity in further employment with GEO, provided re-employment is within a period of six months from the date of resignation or redundancy.
 - (2) If eligible for a gratuity, accept immediate payment or claim payment within six months.
- d. **Time Limit for Claims.** All claims for gratuity must be made within 6 months of leaving employment.
- e. **Calculation of Gratuity.** Individuals who terminate their employment on or after this date will have their gratuity calculated at one third of the monthly average of regular earnings in the most advantageous 12 calendar months in a 36 calendar month period. The 12/36 month calendar period is calculated backwards from the date of termination. For example:

Example 1:

Date of Termination:	1 April 2012
Regular earnings to be considered:	1 April 2009 to 31 Mar 2010 = Year 1 1 April 2010 to 31 Mar 2011 = Year 2 1 April 2011 to 31 Mar 2012 = Year 3
Regular Earnings:	Year 1 = € 12000 Year 2 = € 16000 Year 3 = € 14000

In this example, year 2 would be the year on which the gratuity would be based.

Example 2:

Date of Termination:	14 June 2013
Regular earnings to be considered: (last full month's salary)	Jun 2010 to May 2011 = Year 1 Jun 2011 to May 2012 = Year 2 Jun 2012 to May 2013 = Year 3

Regular Earnings:	Year 1 = € 15000
	Year 2 = € 12000
	Year 3 = € 11500

In this example, Year 1 would be the year on which the gratuity would be based.

The amount is then divided by 12 to obtain the average monthly earnings and then by three to obtain one third of the average month's earnings. This is then multiplied by the number of years served. Part-years will be paid on a pro-rata basis rounded to the nearest 2 decimal places.

Note: Unpaid absences do not count towards reckonable service and are deducted from the total years of service when calculating the amount of gratuity due.

f. The Dep gratuity is considered to include compensation for potential loss of leave and Christmas bonuses. Once a gratuity has been paid it effectively writes off the period of reckonable service that it covers and that service cannot therefore count towards any other payments which are determined by reckonable service i.e. leave and Christmas bonuses. See paras 2.002 - 2017.

Note: If a gratuity is claimed, the qualifying period for entitlements to Christmas and leave bonuses commences again from the date of re-employment.

g. **Continuous Service.** For employees who are not contracted to work for the full 52 weeks per year, e.g. bus escorts and school crossing attendants, the periods for which they are not contracted to work, e.g. school holidays, will not count as breaks in service provided the employees were employed under single open ended contracts.

h. **Payment of Gratuities.** The gratuity will be calculated after the final payment of salary has been made and is subject to National Insurance contributions. Payments will be made as follows:

(1) **Employees Leaving Theatre.** Employees must submit a claim requesting payment of a gratuity. Payments will be **processed** automatically within 2 months from date of termination and dispatched to a UK or German bank account as requested in writing, by the employee.

(2) **Employees Remaining in Theatre.** Dependants will be advised of their eligibility to a gratuity by LEC HR if they are leaving and given the option to either claim or to transfer their reckonable service to a subsequent British Forces in Germany employment. Claims may only be paid where employment has ceased for at least one full working day and on transfer to another agency.

i. **Appeal Procedure.** Any employee who feels they have been unfairly denied a gratuity may seek redress through the Dependants complaints procedure (see Annex R).

Death Benefit

2.022 A lump sum payment equivalent to two months salary will be paid to the next of kin on the death of a Dep who has been employed for at least three months. Where death is caused as a result of an accident at work, the payment will be equal to three months salary irrespective of how long the Dep has been employed.

SUB SECTION 3 – PROBATIONARY AND NOTICE PERIODS

Probationary Period

2.023 All initial engagements are subject to a probationary period. The probationary period for all employments is 9 months. At the discretion of OC LEC HR the probationary period may be extended automatically when an employee is legitimately absent from work through sickness, school holidays, special leave, stand downs etc, by a period equivalent to the period of absence.

- a. Probationary periods are to be observed where an individual transfers from one post to another upon promotion.
- b. Probationary periods are to be observed where an individual takes up employment after a break in service of more than three months whether it is a lower or equivalent graded position.
- c. Probationary periods are not applicable where an individual transfers without a break in service to another post which is of an equivalent or lower grade.
- d. At the discretion of OC LEC HR , casual/zero hour staff (bank staff, standby bus escorts etc) who transfer to regular hours may be required to complete a new probation period.

2.024 Notice of termination can be given up to the last day of the probationary period. If employment is terminated during the probationary period, a minimum of 2 weeks notice is to be given by the employer and/or by the employee.

2.025 There is no ban on Dep employees applying for alternate employment during the probationary period. However, in such situations the employee should be advised:

- a. That it is common courtesy to inform their current Line Manager that they are applying for other jobs and that the LEC HR is also obligated to do so.
- b. That the fact that they are in the probationary period might count against them in the short listing or selection process.

2.026 **Probation Report.** The probationary period is an important and vulnerable time, during which an employee is required to learn new skills in an unfamiliar environment. At the commencement of employment, in order to aid the Dep employee's transition into their new post, line management should give them as much assistance as possible. To aid line management in providing this assistance they should be provided with a 'Dep Employee Probation Form' a copy of which is included at Annex N. This form is to be completed at the 3, 6 and 9 month periods and returned to LEC HR . If however, at the end of the 6 month period the work performance of the employee is causing some concern OC LEC HR is to be notified immediately as action may have to be taken to terminate the employment within the probationary period.

Notice

2.027 Except with those Dep employees in the probation period, a minimum of eight weeks notice of termination will be expected from the Dep employee thereby affording as little turbulence as possible and allowing sufficient time for the closing of pay accounts and calculation of final payment of salary/wages and recruitment action. The LEC HR /Employing Unit will be obliged to give the same notice to those Dep employees who have been in employment for a period of 6 months or less. Where the employment is in excess of 6 months the employer will be required to give 2 months notice to the end of a calendar month. After 4 completed years of employment

notification of termination by the employer will be in accordance with provisions afforded to the DEL workforce i.e.

after a reckonable a notice period of period of employment of	
a minimum of 6 months	2
months to the end of a calendar month	
a minimum of 4 years	3
months to the end of a calendar month	
a minimum of 6 years	
4 months to the end of a calendar month	
a minimum of 9 years	
5 months to the end of a calendar month	
a minimum of 12 years	
6 months to the end of a calendar month	
a minimum of 20 years	7
months to the end of a calendar month	

The exceptions to the above are as follows:

- a. Agreement by both parties – i.e. line management and employee.
- b. There is a short notice posting of Head of Household or other reason and at the discretion of OC LEC HR .
- c. Resignation is due to domestic distress.
- d. Resignation is due to health reasons (a medical certificate will be required).
- e. In the case of Dep employees leaving a post to take up a job within the same agency on promotion the notice period may be reduced to 21 days provided written notification of the intended application for promotion has been given to the individuals' current line manager and with agreement from OC LEC HR .
- f. Where a Dep leaves employment to take up a job within the same agency without a change in grade exceptionally a 4 week notice period is to be observed unless there is an agreement to waiver between the losing and gaining unit.

2.028 The 8 week notice period will not apply where the appointment is terminated by management during the probationary period, or on the grounds of inefficiency, neglect of duty, misconduct or medical unfitness for further duty or serious breach of security. It is to be noted that pregnancy and pregnancy related reasons are not valid grounds for termination of contract.

SUB SECTION 4 – WORKING HOURS

Hours of Work

2.029 The regular hours of work for Dependants employed in the Force are as published in the appropriate pay tables issued by LEC HR. However:

- a. Dep employees are not permitted to work over 10 hours in a working day without the authority of OC LEC HR .
- b. Dep employees aged between 16 years and 18 years are not permitted to work in excess of eight hours per day and 40 hours per week. See also Sub Section 10 regarding

the employment of U18s.

2.030 **Extension of Hours of Work.** The regular hours of work may be extended on the authority of the Budget Holder or his delegated representative and if recommended by OC LEC HR. Such authority should only be given where the permanent extension of the working hours will be more economical than overtime and provided that the requirements of the working time directive are not breached. Applications, giving full details of the circumstances, are to be submitted by Units to the Budget Holder or his delegated representative via LEC HR s.

2.031 For Dependants employed in 'H' and specific categories of the 'K' tariffs, the same rules regarding extension of hours are to be applied as laid down for DEL.

2.032 Exceptionally, in the case of drivers, the Budget Holder or his delegated representative, in consultation with OC LEC HR , may authorise the extension of regular hours of work up to a maximum of 46.5 hours per week.

2.033 The additional regular hours of work authorised in accordance with para 2.030 are to be remunerated at the basic hourly rate of pay for Dependants.

Work on Sundays and Public Holidays

2.034 Dep employees are entitled to paid time off on the following Public Holidays:

New Years Day	All Saints Day (NRW)
Boxing Day	Christmas Eve
Christmas Day	Good Friday
Corpus Christi (NRW)	Easter Sunday
German Unity Day	Easter Monday
Whit Monday	May Day
Ascension Day	Whit Sunday

2.035 Line Managers are to arrange for Dep employees to attend work on British public holidays and military stand downs which do not coincide with the public holidays at para 2.034 unless:

- a. Working hours can be rearranged under a local agreement.
- b. There are overriding security considerations which cannot be satisfied by the attendance of a small military or UKBC supervisory staff.
- c. Annual leave is taken.

2.036 For pay purposes public holidays are to be treated as follows:

- a. When falling within a period of paid leave, they are to be treated as paid absence and are not to count against the leave entitlement.
- b. Should a public holiday fall on a non working day (Sat/Sun) no day off in lieu is to be granted.
- c. Where they fall within a period of unpaid leave or there is at least one day of unpaid leave on the working days immediately preceding and following the public holiday, they are to be treated for all purposes as unpaid leave.
- d. If preceded or followed by a day of unauthorised absence, or unpaid sick leave, (out of OSP and if applicable SSP) payment for the public holiday is to be forfeited.

2.037 Dep employees who, within their normal working conditions, are required to work regularly on Sundays or on authorised public holidays will be eligible for additional remuneration as follows:

- a. **Sunday.** 25% for each hour worked on that day. Instead of the Sunday, one work-free day without pay of complete 24 hours should be granted within the same, preceding or following working week. Where no work-free day can be granted 50% for each hour worked is payable.
- b. **Public Holiday.** 50% for each hour worked on that day. Instead of the public holiday, one work-free day of complete 24 hours shall be granted within the same, preceding or following working week. Where no work-free day can be granted 100% for each hour worked is payable. This applies only to those days listed at para 2.034.
- c. Where Sundays and public holidays coincide Dep employees required to work **regularly** on Sundays/public holidays are to be granted a work-free day in addition to the provisions of para 2.037b.

2.038 Dep employees, other than those covered by para 2.039 will not be required to work on Sundays and public holidays without the prior approval of the Budget Holder or his delegated representative. British holidays which do not coincide with public holidays authorised at para 2.034 are normal working days for Dependants.

Military Stand Downs

2.039 Dep employees who would be prevented from working because of a military stand down may be required to take annual leave if there are genuine organizational reasons and/or SHEF issues that require them to do so. In such cases, the prior approval of OC LEC HR is required and any Dep employee's dissatisfaction is to be considered on an individual merit and case-by-case basis. Alternatively, the normal working hours may be extended by means of a Supplementary Works Agreement in order to compensate for any employee's absence due to a unit stand down. Whichever method is adopted Dep employees should be notified before the commencement of the leave year. Any extensions of working hours will only be possible if working practices of the unit allow and with the prior approval of OC LEC HR. Such extensions of working hours will not attract payment of the supplements detailed in para 2.037.

Work At Night

2.040 Dep employees, other than those employed at, hospitals, medical centres, as house matrons in boarding schools or under H and P tariff conditions, are not to be permitted to work between 2100 hrs and 0600 hrs without the prior approval of the Budget Holder or his delegated representative. Personnel employed during these hours are to be paid at the basic hourly rate plus 25% for all hours worked. Such hours are to be regular conditioned hours within the shift plan.

Overtime

2.041 Overtime hours are those worked in excess of the regular weekly full time hours for a trade and grade. Dep employees who are contracted to part time work will only become eligible for overtime rates of pay when overtime working takes them beyond the normal weekly full time hours for their trade and grade. Where more than one job contract exists then overtime is only applicable when 38.5 hours per week is exceeded in a single employment. Overtime rates and conditions are as follows:

- a. **Weekdays.** Employees who are required to work overtime will be paid the basic hourly rate of pay plus:

25% supplement up to the 5th hour of overtime

30% supplement from the 6th hour of overtime

When time off in lieu (TOIL) for overtime is granted only the 25% or 30% overtime supplement will be paid, not the additional working hours.

b. **Sundays.** Where an employee is required to work overtime on a Sunday, the overtime hours worked are remunerated at the basic hourly rate of pay plus a 25%/30% overtime supplement and a Sunday supplement of 50%. If TOIL is granted only the 25% overtime supplement and the 50% Sunday supplement will be paid.

c. **Public Holidays.** Where a Dep employee is required to work overtime on any of the public holidays defined at para 2.034 and exceeds his/her weekly conditioned hours, the overtime hours will be remunerated by the basic hourly rate plus a 25%/30% overtime supplement and a public holiday supplement of 100%. If TOIL is granted only the 25%/30% overtime supplement and the 100% public holiday supplement will be paid.

d. **Sunday and Public Holidays.** Dep employees required to work overtime on a Sunday which coincides with a public holiday receive remuneration as set out at para 2.041c.

e. **Shift Work.** Overtime for shift workers, is defined as those working hours exceeding the total contracted hours within the current shift plan.

2.042 If supplements for Sunday and public holiday work coincide, or if supplements for night duties and public holidays (at 100%) coincide, the higher supplement is to be paid.

Loss of Work Hours

2.043 If a Dep employee loses working hours through no fault of his/her own, he/ she will be entitled to payment of the earnings he/she would have received had he/she worked his/her normal hours.

2.044 If working hours are lost because of a temporary breakdown of operations, and such time is at the employee's disposal, the employing/user unit may require that the hours of paid absence be made up within a period of two weeks. The two week period shall commence from the first work day following the end of the breakdown.

SUB SECTION 5 – LEAVE

Leave

2.045 The annual leave year commences on 1 January and ends on 31 December.

2.046 Dep employees will not be allowed to take paid leave during the first three months of service.

2.046 Should an employee cease to be employed before the end of the leave year, having anticipated the full leave entitlement, a deduction for non-entitled days will be made from final pay.

2.047 **Leave Entitlement.** The normal leave entitlement is as follows:

- a. For employees conditioned to a five day working week: 30 working days per year.
- b. For employees conditioned to a six day working week: 36 working days per year.
- c. For employees who work less than five days per week the following formula is to be used:

$$\frac{\text{Number of contracted working days in the year} \times 30}{250}$$

d. **Employees on fixed term contracts.** Individuals issued with fixed term contracts of employment and who work regular hours are to be allocated leave on a pro-rata basis taking into account length of service.

e. **Casual Employees.** Individuals employed on a supply or bank basis, i.e. bus escorts, invigilators, youth workers, receive an hourly rate which already includes the holiday payment. Employees with other grades receive an additional payment in month to cover the holiday pay.

2.048 **Employment Not Covering the Full Leave Year.** The leave entitlement for employees who commence employment after the start of the leave year or whose employment does not otherwise cover the leave year will be entitled to 1/12 of the entitlement for each month in employment. Employment of at least 15 calendar days within a month will, when calculating leave, be classified as a full month. If employees who work a **five day week** terminate their employment between the 1 July and 31 Aug, they will be entitled to a minimum of 20 days leave, provided they have been working for a minimum of 6 months prior to the point of termination. This takes the minimum leave entitlement into consideration. Thereafter the 1/12th rule applies once more.

2.049 If the distribution of working hours is changed during the leave year, either indefinitely or temporarily, the calculation shall be based on the number of calculated working days which would apply had the distribution of working hours on which leave is based applied to the whole leave year. In such cases, pay cannot be recovered for leave taken in excess of the new entitlement for the remainder of that year. See also para 2.047c.

Example: An employee moving from a shift system with “16 shift holidays” in a year. If the employee moves to a position with a regular 5-day week but has already taken 5 of his shift holiday entitlements the following would apply when converting his remaining leave entitlement for the year (5 shift holidays taken therefore 11 remaining). This equates to 11/16th of his original entitlement. This can now be converted to the regular 30 day holiday cycle as follows: $11 \times 30/16 = 20.62$ rounded to 21 days remaining entitlement.

2.050 If a Dep employee falls ill whilst on leave the working days certified by a doctor’s certificate

as unfit for work shall not be counted as annual leave. Self-certified sick forms are not acceptable in these circumstances and paid sick leave will only be issued if a medical certificate is produced. The employee must resume work on the date originally envisaged or, in cases of prolonged unfitness for work, immediately after fitness for work has been established.

2.051 Special Paid Leave. Special Paid Leave may be granted by the Line Manager, in consultation with OC LEC HR upon application and proof of entitlement under the following circumstances:

- a. Up to three working days:
 - (1) Serious illness of spouse in extraordinary cases.
 - (2) Death of spouse.
- b. Up to two working days:
 - (1) Own marriage
 - (2) Death of a member of the immediate family; e.g. children, including foster, adopted and step children; parents, including foster, adoptive or step parents or grandparents and parents-in-law; brothers/sisters.
 - (3) Illness of immediate family members; e.g. parents, including foster, adoptive or step parents or grandparents and parents-in-law; brothers/sisters; provided a doctor certifies that the person requires essential care which in the absence of others the employee must provide personally. In the case of children, including foster, adopted and step children sub para 2.051g applies.
 - (4) Change of residence as a result of change of employment.
 - (5) Birth of a child.
- c. Up to one working day:
 - (1) Change of residence within Station (on the day of the move).
 - (2) Summons to appear before an authority, provided it is not caused by the employee's own fault and loss of salary/wage is not compensated by the authority.
 - (3) Performance of general civic functions or public honorary functions.
 - (4) First visit to a physician.
 - (5) Silver Wedding of the employee. Note this entitlement must be taken within four weeks of the anniversary except in exceptional circumstances, which must be authorised by OC LEC HR .
- d. For the time needed for medical appointments that cannot be arranged outside working hours.
- e. Where medical appointments require travel to the UK, a maximum of 3 days special leave may be granted upon the authority of OC LEC HR provided that the appointment has been arranged by the British Forces Health Service and that travel to and from the UK is publicly funded. This provision does not apply where an employee arranges a private medical appointment in the UK and travels at their own expense.

- f. Where Dependants are summoned to appear in a court of law as a witness (not as a defendant), a maximum of 3 days special leave may be granted upon authority of OC LEC HR .
- g. Illness of a child aged 18 and under. The 'Special Paid Leave of Child' form at Appendix 2 to Annex I of this instruction is to be completed and is to be handed to the line manager/supervisor immediately on return to work. The form must include the child's name. The release from work can, in the course of a year be certified for various instances of illness of a child up to 10 days per child with a maximum of 25 days per family in a calendar year. The line manager/supervisor is to confirm that the form has been completed correctly and forward a copy to LEC HR . In cases where a Dep employee is required to accompany a child attending a medical appointment in the UK the provisions at para 2.051e apply.
- h. Dependants who hold positions on MOD Schools Advisory Committees may be granted ½ a day special paid leave on three separate occasions within the school academic year in order to attend committee meetings. Advance notice of 2 weeks will be required together with proof of Advisory Committee membership.
- i. Where compassionate leave and official travel at public expense has been authorised for a service person or UKBC by G1 for the serious illness of their and/or their spouses registered as emergency contact/next of kin, 3 days special leave and thereafter unpaid leave may be granted by OC LEC HR so that the spouse may accompany the head of household.

2.052 Special paid leave may be granted:

- a. Retrospectively if an application is made on return to work and it would be unreasonable because of the urgent nature of the requirement to have expected the employee to notify his/her unit beforehand of the circumstances.
- b. Before annual leave is exhausted to enable a Dep to use a reasonable amount of annual leave for holiday purposes.
- c. In cases where special leave is granted under these provisions and where travel is necessary up to two days unpaid travelling time will be authorised.
- d. Time off may be granted, dependent upon work commitments, to attend the AFF Annual Conference in Germany.

2.053 Education Leave. Dep employees who have completed 6 months service and have an entitlement to paid leave are entitled to 5 days education leave within a calendar year, subject to the needs of the Service or is part of personal development and with line management and OC LEC HR approval. Education leave may be carried forward to give a maximum entitlement of 10 days leave in two calendar years, but may not be taken in advance.

2.054 Paid education leave may be approved where a Dep employee is undertaking a course of study leading to a recognised educational or professional qualification, certificate or diploma. Education leave should not be granted for the purpose of revision for examinations, it may, however, be granted for examination attendance. The criteria to be applied are that the course could normally be undertaken and examined within the UK public educational system and in one of the following subjects, although the list is not exhaustive:

Business Studies
Cartography

Mathematics
Modern Languages (including Welsh)

Computing Science	Philosophy
Economics	Psychology
Engineering	Public Administration
English	Scientific and Technological Subjects
Environmental Studies	Social Studies
European Economic Community	Statistics
Geography	Surveying
History	Valuing
Industrial Relations Law	Work Study
NVQ Training	

2.055 Dep employees should apply for education leave in writing to their line manager with the details of the course they are undertaking, the qualification they are working towards and leave dates sought. Applications for educational leave are to be submitted at least 6 weeks in advance, however, line management should exercise flexibility in situations where due to the nature of the course being undertaken etc. it is not possible to provide the requisite notice period.

2.056 **Leave Carried Forward.** Transfer of leave up to a maximum of one week to the following year may be permitted only where urgent operational or personal reasons such as illness prevent the taking of leave by 31 December. In such cases leave must be applied for before 31 December and is to commence before 31 March of the following year unless the employee is prevented by unfitness for work in which case the leave is to be commenced within two months of the establishment of fitness for work. The authority of OC LEC HR /OC Cat B Unit is required in all circumstances where leave is to be carried forward.

2.057 **Transfer of Leave.** Dep employees transferring between British Forces Agencies without a break in service remain employed with the same employer i.e. the Crown and will not, therefore, be required to take their leave prior to the transfer to another Dep employment. However, wherever possible employees should be encouraged to take outstanding leave prior to transfer and any carry-over leave to a new post must be agreed with LEC HR prior to taking up the new post.

2.058 **Payments in Lieu of Leave.** Payment in lieu of leave may not be made during a period of employment. Dep employees are not permitted to take leave after their termination of employment. Where, due to operational reasons, an exceptional payment can be made for any entitled leave an employee has been unable to take before their last day of service, such payment may only be made with the written authority of the Budget Holder or his delegated representative. It is not permissible to make payments in lieu of leave in cases of transferring to another agency because the employee's employment relationship does not end.

2.059 **Unpaid Leave.** Unpaid leave should only be permitted on compassionate grounds where travel outside Germany is necessary. Under no circumstances should unpaid leave be considered an entitlement. Unpaid leave on compassionate grounds is granted at the discretion of the User Unit in consultation with and approval of OC LEC HR . All other cases for the granting of unpaid leave are to be referred to OC LEC HR /OC Cat B Unit for a decision.

- a. Where unpaid leave is taken over a public holiday, the provisions of para 2.036 apply.
- b. Unpaid maternity leave is dealt with at sub section 7
- c. Unpaid parental leave is dealt with at sub section 7.

2.060 Up to two weeks unpaid leave per calendar year may be granted to employees in order to allow participation in exercises or training camps of the UK Territorial Army. This unpaid leave may only be authorised by the OC Employing Unit/User Unit after consultation with OC LEC HR .

2.061 Periods of unpaid leave are to be ignored in determining incremental dates (see para1.059).

SUB SECTION 6 – SICKNESS

2.062 **Occupational Sick Leave.** Paid sick leave is applicable from the commencement of employment. There is no entitlement to such pay within a period of unpaid leave.

2.063 Entitlement to paid sick leave is dependent upon the production of self-certified or medical 'Statement of Fitness for Work' certificate for each day of sickness. The employer reserves the right to withdraw paid sick leave where no valid sick certificate is supplied in the way previously described or in cases where the sickness is as a result of inappropriate behaviour on the part of the employee.

2.064 Maximum permitted paid sick leave in any 12-month period is 10 working weeks for all Dep employees. For this purpose breaks in service occurring during the twelve month period will be ignored and where more than one contract of employment has been in operation over the 12 month period, all sickness will be aggregated towards the 10 week total.

(Note: Dep employees who remain continuously sick over the eligibility cycle have no recurring entitlement to paid sick leave.)

2.065 Dep employees contracted to work on a regular basis as group 3 or 4 will be due sick pay based on work patterns in the preceding 3 month period, or according to a forecast of hours for the current month provided by the line manager.

2.066 The following arrangements for notification and certification apply:

a. If a Dep employee is unfit for work they, or someone on their behalf, must notify the employing unit on the first day of absence. If the period of sickness lasts for seven calendar days or less the employee, on return to work, must immediately present a self-certified sick form to his/her employer. A self-certified sick form cannot be backdated more than two days (see Annex I to this instruction). If the sick absence exceeds seven calendar days a 'Statement of Fitness for Work' certificate issued by a medical centre must be obtained. Sick leave without a 'Statement of Fitness for Work' certificate or a self-certified sick form is not permissible and any days of sickness not covered by a certificate will be deemed as unauthorised absence. Employing units are to forward all sick certificates to the DBS DEP Pay Team without delay.

b. Once a 'Statement of Fitness for Work' certificate (see Appx 1 to Annex I) has been issued for any period of sickness, further self-certified sickness forms will not be accepted unless the employee has resumed work for at least one full day. Any period of self-certified sickness immediately following a medical centre certificate will be treated as unauthorised absence.

c. A backdated 'Statement of Fitness for Work' certificate by more than two days will only be accepted in exceptional circumstances.

d. When an individual falls ill during a period of paid or unpaid leave, and they wish to claim back the paid leave days, they should obtain a 'Statement of Fitness for Work' certificate to cover the period of illness. If on unpaid leave the individual will remain on unpaid leave as this cannot be amended to sick leave. The individual is further required to inform the employing unit or their parent LEC HR as soon as possible about this unfitness for work and its expected duration. If abroad (i.e. outside Germany) the individual is also required to inform the employing unit, or LEC HR, by the fastest possible means about the expected length of sickness and the contact address whilst overseas. Reasonable costs

for this notification may be refunded by the employer provided receipts are obtained. Paid leave days only may be credited back to the employee's leave record on receipt of a certified doctors sick note covering the period of the unfitness for work. If an individual falls ill on their first day of unpaid leave and a 'Statement of Fitness for Work' certificate is provided at that time then the period covered by the certificate will be recorded as sick leave.

e. In circumstances where it is considered that an individual is abusing the use of the self-certified certificate, the Head of Agency may request that the Dep employee submits a 'Statement of Fitness for Work' certificate for each period of sickness absence. However, before contemplating such action the employee is to be formally interviewed by the Head of Agency and advised of the reason for taking such action. At this interview it should be pointed out that the employee retains the right to appeal using the normal grievance procedure.

2.067 Sickness Benefits. Dep employees are entitled to remain on full pay during periods of sickness up to the limits detailed at para 2.064. Dependants are not permitted to draw either pay and sickness benefit or Statutory Sick Pay (SSP) and sickness benefit at the same time. All Dep employees are to certify their acknowledgement of this obligation by completing the certificate at Annex J to this instruction upon engagement. The certificate is to be retained by LEC HR .

2.068 A Dep employee who does not qualify for sick pay from DBS DEP Pay Team, having been sick beyond the maximum period allowed at para 2.064, may still be entitled to receive SSP or to claim UK sickness benefits. Similarly, an employee who is not entitled to SSP may be entitled to claim sickness benefit. Detailed advice should be sought from LEC HR who will obtain SSP exclusion form from the DBS DEP Pay Team (see para 2.074).

2.069 Statutory Sick Pay. Dep employees are entitled to receive Statutory Sick Pay (SSP) to a maximum of 28 continuous weeks in any three year period, provided they satisfy HM R&C eligibility criteria which may be obtained from LEC HR .

2.070 To qualify for SSP there must be a period of incapacity for work (PIW) of four or more consecutive days of sickness (Sundays and public holidays are included).

2.071 SSP is only paid for days on which the employee would have worked and any public holidays which occur during a period of sick leave. Such days are termed as 'qualifying days'. There must be at least one qualifying day in each week. However, if the employee is not due to work in a particular week the qualifying day for that week is deemed to be the Wednesday. (A week for this purpose begins on Sunday.)

2.072 SSP is not paid for the first three qualifying days except where two PIWs are less than 56 calendar days apart, in which case the PIWs are considered to be linked and the three waiting days in the second PIW are waived.

2.073 Occupational Sick Leave. Where an individual is entitled to payments of both Occupational Sick Pay (OSP) and Statutory Sick Pay (SSP) both schemes will run concurrently and the amount of OSP will equal the difference between SSP and the employees' normal full basic rate of pay. Once OSP has been exhausted the employee may be entitled to receive SSP only (see para 2.069).

2.074 If on the first day of a PIW a Dep does not qualify for SSP for any reason, or they have received their full SSP entitlement, a form is issued to the employee by the DBS GEO DEP Pay Team enabling the employee to claim sickness benefit from the Inland Revenue.

2.075 The employee's average weekly earnings determine whether SSP is payable. Rates of SSP and earnings threshold are published annually by the inland revenue and are revised on 6

April each year. SSP is paid at Sterling rates converted to Euro at the current Government Accounting Rate (GAR).

SUB SECTION 7 - MATERNITY

2.076 **Time Off for Antenatal Care/Introduction to Parenthood Courses.** An expectant mother is entitled to time off to keep appointments for antenatal care. This is not restricted to medical examinations. It could, for example, include relaxation classes and parent craft classes as long as they are advised by a registered medical practitioner, registered midwife or registered health visitor. Evidence of the appointment may be requested by the line manager and, where necessary, a certificate of pregnancy signed by a doctor or midwife.

2.077 **Maternity Leave.** In addition to antenatal care/introduction to parenthood courses, a maternity leave entitlement of 52 weeks exists for all expectant mothers regardless of length of service. The 52 week maternity leave period is broken down into two periods. It should be noted that maternity leave and any entitlement to pay during this period, which is known as Statutory Maternity Pay (SMP) are two separate entitlements.

2.078 **Ordinary Maternity Leave.** A Dep employee is entitled to 26 weeks Ordinary Maternity Leave (OML), or as much of that period as they wish to take, regardless of length of service with the employer. The 26 weeks OML is regarded as working time for the calculation of annual leave and is counted as reckonable service for Christmas and leave bonuses (for those eligible grades), gratuities and incremental assessment.

2.079 The Dep employee has the right to return to work in the post and grade she occupied, irrespective of her length of service or hours of work. If the post has been disestablished during her absence on OML she has the right to return to a post with the same grade and pay and in the same geographical location.

2.080 To establish her entitlement to maternity leave the employee is to:

- a. Inform LEC HR of the start date of her maternity leave no later than the end of the 15th week before the Expected Week of Confinement (EWC).
- b. Produce a certificate of the expected date of confinement (see para 2.086).

2.081 The earliest date at which a Dep can elect to start OML is the beginning of the 11th week before the EWC. The actual start of OML will be the earliest of:

- a. The intended start date which she has notified.
- b. An employee who is absent from work due to illness will normally be able to take sick leave until she starts maternity leave on the day notified to her employer. However, if the absence is related to her pregnancy, the maternity leave period starts automatically on the day after the first day of absence following the beginning of the 4th week before the expected week of childbirth.
- c. The day that follows the day on which childbirth occurs.

2.082 In the latter two cases the Dep employee must notify LEC HR as soon as is reasonably practicable, and in writing, that her absence is wholly or partly because of pregnancy, or that she has given birth. A woman will not be entitled to maternity leave if she does not notify LEC HR that she has given birth and of the date on which the birth occurred.

2.083 A minimum of two weeks maternity leave (within OML period) must be taken following the birth. This is known as **Compulsory Maternity Leave**.

2.084 **Additional Maternity Leave (AML).** AML lasts for up to 26 weeks and, if taken, must follow immediately after OML. 26 weeks AML is to be regarded as working time for the calculation

of contractual annual leave. The AML period is counted as continuous service for Christmas and leave bonuses (for those eligible grades), Dep gratuities and incremental assessment. The right to return to work remains (in the same geographical location) although where it is no longer possible for an employee to return to the same post, alternative employment may be offered such as is appropriate to her in the circumstances.

2.085 Annual Leave. An employee will normally be entitled to their full annual leave accrued during the OML/AML period. Should employment cease during the maternity absence then leave will be calculated on a pro rata basis up to the termination date. It is not possible to take annual leave and maternity leave at the same time. Any outstanding leave for the current year should, where possible, be taken prior to the commencement of the maternity leave period if this runs up to or beyond the 31st December. If the employee is on maternity leave into the new year, then any outstanding leave for the new leave year is to be taken after cessation of maternity leave in the normal manner. In addition to their normal paid holiday entitlement Dependant employees on maternity leave are to be granted those German public holidays that they were not able to take off during their maternity absence. If it is not possible for these days to be taken due to the fact that the employee will not be returning to work after the maternity absence then the days are to be reimbursed at the time of termination in the final monthly payment.

2.086 Statutory Maternity Pay. Dep employees who satisfy the conditions laid down by the Inland Revenue are entitled to Statutory Maternity Pay (SMP). Administration of SMP records and subsequent payments are handled centrally through the DBS DEP Pay Team. Details are as follows:

- a. A Dep employee must have been employed by the Force without a break for at least 26 weeks including (and ending with) the qualifying week (the 15th week before the baby is due). The employee must have been employed at least one day in the qualifying week. Cases where there has been a break in service of less than 3 months may be considered upon provision of details to the DBS DEP Pay Team.
- b. To be entitled to SMP there is a legal requirement for the employee to notify her employer of certain information. It is essential that the certificate at Annex K to this instruction forms part of the initial induction pack as handed to employees on taking up employment. The certificate itself does not require signature but the employee should sign for the induction pack as a whole.
- c. On confirmation of pregnancy the employee is to present to LEC HR /Cat 'B' Unit , Inland Revenue form Mat B1 (Maternity Certificate), which is a certificate of expected date of confinement signed by a doctor or UK registered midwife. If such forms are not available, a locally produced certificate at Appendix 1 to Annex K of this instruction may be used.
- d. On receipt of the maternity certificate LEC HR is to complete the 'Notification of Pregnancy Certificate', at Appendix 2 to Annex K to this section, and forward it to the DBS DEP Pay Team. If, subsequently, details change an amended 'Notification of Pregnancy Certificate' is to be forwarded.
- e. On receipt of the 'Notification of Pregnancy Certificate' and form Mat B1 the DBS DEP Pay Team will determine whether SMP is admissible and if so notify the employee direct by letter. If the employee is not entitled to SMP the employee will be forwarded a form SMP 1 and claim form MA 1, together with instructions on how to claim Maternity Allowance.

2.087 Statutory Maternity Pay - Rules/Qualification.

- a. The employee has to have been in continuous employment with the Force for at

least 26 weeks ending with the 15th week before EWC (known as the qualifying week).

b. The employee's average weekly earnings in the eight weeks up to and including the qualifying week (or equivalent if paid monthly) have been at least equal to the lower earnings limit for National Insurance Contributions.

c. Provided 'a' and 'b' are met the employee will be entitled to SMP for up to a maximum of 39 weeks.

d. The SMP period can begin:

(1) The day after childbirth occurs.

(2) The day following the day after the beginning of the fourth week before EWC on which the woman is absent from work due to pregnancy related reasons.

(3) Early birth - where the woman has to stop work and commence OML.

e. In cases where a woman leaves her employment at any time (resigned from employment) before the SMP period has started, but after the beginning of the 11th week before EWC and not later than a week immediately following the week in which she is confined, the first week of the SMP period shall be the week after the week in which her employment ends.

f. SMP will be paid at the following rates:

(1) For the first six weeks, 90% of the average weekly earnings.

(2) The remaining weeks (33) at the HMRC rate or 90% of the average weekly pay if less than the current HMRC rate.

g. SMP is paid whether the employee intends to return to work or not. It is only paid when not being paid by MOD. This means that the employee is not permitted to work or be on normal paid leave during the time she is in receipt of SMP.

h. A woman will be entitled to SMP provided she leaves work after the start of the 15th week before EWC. SMP will not, though, be paid until the 11th week before EWC. It is the employee's decision whether to stop work on this date or work on. Pregnancy related absence in the last 4 weeks before EWC will automatically trigger the start of OML and consequently SMP if entitled.

i. It is the employee's decision as to how long they wish to claim SMP, but regulations state that the 26 weeks OML must include 2 weeks Compulsory Maternity Leave from the date of birth.

2.088 Stillbirths. Even if the baby survives only for an instant it is a live birth and the employee will be entitled to receive SMP if eligible. If the baby is stillborn earlier than the 25th week of the pregnancy, the employee will not be entitled to SMP, but may be entitled to SSP on production of the appropriate doctors medical certificates. If the baby is stillborn after the start of the 25th week of the pregnancy, the employee will be entitled to the same SMP that they would have received if the baby had been alive.

2.089 Returning To Work/Termination. If a Dep employee returns to work at the end of the full 52 weeks of maternity leave, she does not need to provide any further notice.

- e. The day she returns to work will normally be the first working day 52 weeks after maternity leave commenced. If she wishes to return to work before the end of the full maternity leave period, she must give LEC HR eight weeks notice prior to the new date of return.
- f. If a Dep employee attempts to return to work without giving eight weeks notice, then LEC HR may postpone the return until the full eight weeks notice has been given. If an employee decides not to return to work or the head of family is posted during the maternity leave, then the employee must inform LEC HR in writing giving the necessary notice period.
- g. If the Dep employee has made it clear from the start that she does not wish to return to work then the contract will normally be terminated following the 52 weeks maternity absence. Irrespective of this, payment will continue until the end of the 39 weeks SMP period. If she is posted during the maternity leave period then the contract is to be terminated taking the normal notice period of 4 weeks into account. For the entire OML/AML period the normal contractual rights for **both** parties apply. Therefore in order to qualify for a gratuity the employee must give the correct notice apart from the normal exceptions made within Standing Instructions
- h. Should the employee not report for work on the expected date, then LEC HR is to write to her explaining that as an employee she was obliged to inform the employer if she had decided not to return to work after her maternity leave or if she was hindered in doing so. LEC HR is to request that the employee confirms her intention not to return to work or why she is currently hindered in doing so as soon as possible. Further to this it is to be stated that should nothing be heard or the reason for non-return be unjustified, then the contract of employment will be terminated 28 calendar days following the date of issue (date in letter heading).

2.090 **Maternity Allowance (MA).**

- a. If a Dep employee is not entitled to SMP, she may be entitled to Maternity Allowance (MA). To be entitled, an employee must have been employed and/or self-employed for at least 26 weeks in the 66 weeks up to and including the week before the baby is born. This 66 week period is known as the "test period".
- b. Part weeks are counted as full weeks and an employee must have earned on average at least £30 or more a week over any 13 weeks in the test period. MA starts at the earliest from the 11th week before the week the baby is due and the latest from the day following the birth. It is paid for a maximum of 39 weeks. MA will start from any day after an employee has stopped work to have the baby. This means that the MA should start from the first day of the maternity leave. However, if the baby is born before the start of the 11th week or before the start of the MA pay period, then MA will start from the day following the birth of the baby.
- c. Additionally, if the employee is absent from work wholly or partly because of pregnancy on or after the beginning of the 4th week before the expected week of confinement, this will trigger the start of the MA period. It will start automatically from the day following the first complete day the employee is absent from work for a pregnancy related illness. MA is normally paid at a standard weekly rate and this can be seen at the LEC website under www.bfgnet.de/employment, or 90% of the average gross weekly earnings, whichever is the lower. MA is only paid in the weeks the employee is not being paid by her employer. This means that the employee is not allowed to work or be on leave during the time they receive MA.

2.091 **Notification Of Pregnancy.**

- a. To take maternity leave the Dep employee must inform LEC HR no later than the end of the 15th week before the baby is due (or as soon as is reasonably practicable) that she is pregnant, when the expected week of childbirth is, and when she wishes to commence her maternity leave. She is not required to state a return to work date when she informs LEC HR of the pregnancy. LEC HR is to write to the employee within 28 calendar days of receiving the notification of pregnancy form, to advise the employee of the end date of the maternity leave period. This notification is to be a comprehensive guide, advising the employee of their rights and duties and giving clear information on procedures and the sequence of events.
- b. An employee can change the date she wishes to start her maternity leave as long as she notifies LEC HR of the new start date 28 calendar days before the date she originally intended to start maternity leave or 28 calendar days prior to the new date, whichever is the earlier.
- c. Once the Dep employee is within 20 weeks of the birth of the child she is to produce a certificate of confinement (MATB1 (Maternity Certificate)) which is to be signed by a doctor or midwife. It must be stressed that the document will only be valid if it has been signed and stamped within the 20 week period. An example of this document can be seen at Appendix 1 to Annex K of this instruction.
- d. Once submitted by the employee, this document can be forwarded to the DBS DEP Pay Team together with the official application for maternity pay (Appendix 2 to Annex K to this instruction). Particular care must be taken when completing this document, especially in informing the employee that payment can be made to a UK bank account if required.

2.092 Returning from Ordinary Maternity Leave. LEC HR is to write to the Dep employee within 28 days of receiving the notification of pregnancy form advising her of the date when she is expected back at work. The date will be the first working day 26 weeks after the commencement of OML. Where a woman wishes to return to work early from OML she must give LEC HR eight weeks notice of the date of her return. However, in cases where LEC HR has failed to notify the employee within 28 days of receiving the notification of pregnancy of her return to work the employee will be under no obligation to give notice of an early return nor will LEC HR be able to postpone her return.

2.093 Returning from Additional Maternity Leave. LEC HR is to write to the Dep employee who has an entitlement to AML within 28 days of receiving the notification of pregnancy advising her of the date when she is expected back at work. The date will be the first working day 52 weeks after the commencement of the OML and AML periods. As with OML, where a woman wishes to return to work early from AML she must give LEC HR eight weeks notice of the date of her return. Also in cases where LEC HR has failed to notify the employee within 28 days of receiving the notification of pregnancy of her return to work the employee will be under no obligation to give notice of an early return nor will LEC HR be able to postpone her return.

2.094 Keeping in Touch (KIT) days. Dep employees may, in consultation with their working unit and LEC HR, carry out up to ten days work, known as “keeping in touch days”, at any stage during the maternity leave period, except during the first two weeks after the baby is born.

- a. The type of work that can be undertaken on keeping in touch days is a matter of agreement between the employee and her working unit. They may be used for any activity which would ordinarily be classed as work under the current contract, but can also be used for example, for attending a conference, undertaking a training activity or attending a team meeting.
- b. The Dep employee will be able to work under contract of service for the employer

for up to 10 days during the Maternity Pay Period (MPP), which is 39 weeks, without losing any SMP. For those in receipt of MA, they are also entitled to up to 10 days during the Maternity Allowance Period (MAP) i.e. 39 weeks without losing MA.

- c. A Dep employee is not required to work during maternity leave if she does not wish to.
- d. Any work a Dep employee carries out as a KIT day, even as little as half an hour for example, will be counted as a whole day for KIT days. They can be taken as single days; in blocks of two or more days; or can be taken consecutively.
- e. Once the Dep employee has used up the 10 KIT days and further work is carried out, then the employee will lose a week's SMP for the week in the MPP in which work has been carried out. If a week in the MPP contains only KIT days, the employee will be paid SMP for that week.
- f. If a week in the MPP contains the last KIT day and the Dep employee does a further days work in the same week for the employer she will lose SMP for that week or in the case of MA, a days MA for any day on which she worked. The employee must tell her Jobcentre Plus office if she does any work for an employer (including work they do on KIT days) in the MAP.
- g. For any KIT days that an employee works under contract of service for the employer paying her SMP, the employer must pay SMP for that week as a minimum.
- h. KIT attendance hours are to be recorded on Form 24.

2.095 **KIT remuneration outside of the SMP period.**

- a. Should any of the KIT days be taken in the last (unpaid) period of AML, then this is to be remunerated at the usual daily pay rate for the tariff in which the employee works.
- b. KIT attendance hours must be recorded on Form 24.

2.096 Spare.

2.097 **Adoption Leave.** Adoption leave is available to Dep employees who are newly matched with a child for adoption by an approved agency and who have 26 continuous weeks GEO service leading into the week they are notified of the adoption. For the most part Ordinary Adoption Leave (OAL) and Additional Adoption Leave (AAL) provisions mirror those for OML and AML.

- a. The "Notification of Adoption" pro forma contained at Appendix 3 to Annex K to this instruction is required by LEC HR and DBS DEP Pay Team. A copy of the matching certificate/placement letter will be required to be appended to this pro forma to allow adoption leave. If the child is from a country which doesn't provide a matching certificate then the person is not eligible for adoption.
- b. OAL will be 26 weeks. AAL will also be 26 weeks.
- c. If the placement is not successful and ends during the adoption leave period, or the child dies, then the employee will be allowed to continue the leave for a maximum of 8 weeks after the placement ends.
- d. The Dep employee must notify LEC HR of an intention to take OAL within 7 days of being notified by the adoption agency, unless not reasonably practicable (this is to include when the child is due to be placed and when the adoption leave is to commence).

- e. OAL can be taken by either of the parents and is available for those adopting a child up to the age of 18.
- f. The earliest date on which leave can begin is 14 days before the expected week of placement.
- g. A Dep employee can change the date they wish to start their adoption leave as long as they notify LEC HR of the new start date 28 calendar days before the date they originally intended to start adoption leave or 28 calendar days prior to the new date, whichever is the earlier.
- h. As with the standard maternity regulations a Dep employee who wishes to change their date of return from adoption leave is required to give 8 weeks notice.
- i. As with the standard maternity regulations, adoption leave carries the right to return to work and protection from detriment and dismissal.

2.098 Adoption leave is not applicable where a child is not newly matched for adoption (e.g. where a step-parent is adopting a partner's child). It is only available to one member of a couple who are adopting. Only one period of leave is available irrespective of how many children are adopted as part of the same arrangement.

2.099 **Statutory Adoption Pay (SAP).** SAP will be paid for 39 weeks at the standard rate of SMP (current HM R&C weekly rate or 90% of average weekly earnings if this is less than the weekly HM R&C rate). The difference is that the 15th week period is calculated at the time the parents are matched with the child i.e. 26 weeks service at this time triggers off longer leave and pay. At that time a matching certificate is issued to the parents similar to the MatB1 issued for maternity.

2.100 **Parental Leave (PL) Entitlement.** A Dep employee is entitled to 13 weeks PL in respect of each child, born or adopted. **Periods of PL are to be unpaid.** Periods of sickness during PL will continue to be regarded as PL. A parent of a child eligible for a 'disability living allowance', who qualifies for PL in all other respects is entitled to 18 weeks PL.

- a. To qualify for the right to be absent from work on PL, a Dep employee must fulfill the following conditions:
 - (1) **Continuous Service.** The employee must have one years' continuous service as at the date of starting PL.
 - (2) **The Child.** The child in respect of whom PL is sought must either:
 - (a) Not have passed their 5th birthday throughout PL (18th birthday if the child is disabled).
 - Or
 - (b) Have been placed with the employee for adoption on or after 15 December 1999, and must not have passed their 18th birthday. Additionally, the right to PL in respect of that child expires on the fifth anniversary of placement for adoption.
 - (c) Be born or adopted on or after 15 December 1999 and have been awarded disability living allowance, in which case PL can be taken up until the child's 18th birthday.

- b. **Applying for Parental Leave.** A Dep employee is required to give 21 calendar days notice of their wish to take PL and provide certain evidence of their entitlement (birth certificate/adoption instruction). Notice does not have to be in writing. Leave may be taken only in multiples of a week. If a part of a week is taken, it counts as a whole week. However, if the child is disabled PL can be taken in multiples of a day. The maximum amount of PL to be taken in any one year is 4 weeks for each child. For each employee, their year is determined by the anniversary of when they first became entitled to PL in respect of that child.
- c. **Paternal Parental Leave.** Fathers wanting leave starting when their child is born need to give at least 21 calendar days notice before the beginning of the expected week of childbirth, stating the expected week of childbirth and the amount of leave to be taken.
- d. **Adoptive Parental Leave.** Those who want leave starting when a child is placed with them for adoption should give 21 calendar days notice before the beginning of the week of expected placement specifying the week in which placement is expected and the amount of leave to be taken. Where it is not reasonably practicable to give 21 calendar days notice, the adoptive parent must give notice as soon as is reasonably practicable.
- e. **Other Child-Care Parental Leave.** In other cases the employee must give 21 calendar days notice specifying when they want the leave to start and the amount of leave to be taken. Evidence of the age of a child and of parental responsibility for the child is to be provided.
- f. **Postponing Parental Leave.** LEC HR **may not postpone requests for Paternal or Adoptive PL.** Other requests may be postponed once in circumstances where LEC HR considers that the operation of the business would be unduly disrupted. The postponement must:
- (1) Be in writing.
 - (2) State the reason for the postponement.
 - (3) Defer leave by no longer than 6 months.
 - (4) Specify the start and finish dates for leave of the same length as had been requested.
- g. The notice of postponement must be given to the employee no later than 7 calendar days after the employee's request for PL. If postponement results in PL falling after the fifth anniversary of the child's birth or adoption, it may still be taken.
- h. **During Parental Leave.** During PL a Dep employee is entitled to the benefit of terms and conditions of employment prescribed by regulations, which would have applied if they had not been absent (excepting those terms and conditions about remuneration).
- i. **Ending Parental Leave.** Dep employees taking 4 weeks PL or less have the right to return to the job in which they were employed before the absence. Where leave in excess of 4 weeks has been granted, and in situations where PL follows on directly from AML, there is the right to return to their job, unless it is not reasonably practicable for the employer to permit this, in which case they are to return to a job which is both suitable and appropriate for them to do in the circumstances.
- j. Terms and conditions as to remuneration must be no less favourable than if they had not been absent since the start of PL. If a woman takes PL immediately after AML, the

terms and conditions on which she re-starts must be no less favourable than when she started her OML.

k. If the Dep employee is not to return to work at the end of PL (or, indeed, during it) the ending of employment will require resignation.

2.101 Where an employee decides not to return, LEC HR should ensure that the necessary formalities concerning resignation are in place, so that it can be shown as the reason for ending employment and the effective date of termination (EDT) is plain.

Ordinary Paternity Leave (OPL)

2.102 OPL allows eligible employees to take one or two consecutive weeks absence, **but not** two separate weeks, for the purpose of caring for a child or supporting the mother. The qualifying conditions are that the employee must:

- a. Give the right evidence and notice 28 days before the start of the OPL pay period, unless there is a good reason for late notification.
- b. Have been employed continuously for:
 - (1) At least 26 weeks into the Qualifying Week and continue to work up until the date the baby is born.
 - (2) At least 26 weeks into the Matching Week and continue to work until the date the child is placed with the adopter.
- c. Have average weekly earnings (AWE) which are not less than the lower earnings limit (LEL).
- d. Be the biological father, mother's husband, civil partner or partner (this includes mother's female partner in a same sex relationship), and who is taking time off to support the mother or care for the baby. For adoption of a child be someone adopting a child with their partner, or the partner of someone adopting a child on their own and the adoption is being arranged through an adoption agency in the UK, or for adoption from abroad the adopter has received Official Notification.

Further useful information as well as current UK Government application forms can be found under: <https://www.gov.uk>

2.103 Ordinary Statutory Paternity Pay (OSPP)

- a. OSPP is paid for one or two whole weeks at the lower of the statutory weekly amount or 90% of Average Weekly Earnings.
- b. OSPP for birth should be taken:
 - (1) Any time up to eight weeks after the date of birth.
 - (2) If the baby was born early, up to eight weeks after the Sunday of the week in which the baby was due.
- c. OSPP for adoption should start:
 - (1) On the date the child is placed, or the day after that if they were at work that day.

- (2) At a predetermined date later than above, but ending not more than eight weeks after the date the child is placed with the adopter.

Additional Paternity Leave (APL) – births – adoption

2.104 Additional paternity leave allows eligible employees (usually fathers) to take up to 26 weeks leave to care for their new child, possibly with additional statutory paternity pay. This leave and pay is only available to qualifying employees if the mother, or co-adopter, **has returned to work**. Special provisions apply if the mother or co-adopter dies during their maternity or adoption leave or pay period. Employees can start their additional paternity leave any time from 20 weeks after the child is born, the leave must have finished by the child's first birthday. In the case of adoption employees can take their additional paternity leave any time between 20 and 52 weeks after the child starts living with the adopter (is placed for adoption) or arrives in Great Britain from overseas. A minimum of two weeks and a maximum of 26 continuous weeks' leave can be taken.

2.105 For an employee to qualify for additional paternity leave they must:

- a. Be the father of the baby and/or the husband or partner (including same-sex partner or civil partner) of a woman who is due to give birth on or after 3 April 2011 – a partner is someone who lives with the mother of the baby in an enduring family relationship but not an immediate relative.
- b. Have, or expect to have, the main responsibility for the baby's upbringing, apart from any responsibility of the mother.
- c. Have at least 26 weeks continuous employment ending with the qualifying week – the 15th week before the expected week of childbirth.
- d. Continue to work from the qualifying week into the week before they wish to take additional paternity leave – weeks run Sunday to Saturday.
- e. Be taking the time off to care for the baby.
- f. In the case of additional paternity leave for adoptions, they did not take statutory adoption leave or pay themselves.

2.106 The baby's mother must also:

- a. Be entitled to statutory maternity leave, statutory maternity pay or maternity allowance.
- b. Return to work no earlier than two weeks after the child's birth, but with at least two weeks of unexpired statutory maternity leave entitlement remaining.
- c. The child's co-adopter must also be entitled to adoption leave or pay and will return to work no earlier than two weeks after the child's placement for adoption.

2.107 **Multiple births and multiple adoptions:** An employee is only entitled to one period of additional paternity leave regardless of the number of children resulting from a single pregnancy or the number of children matched with them at the same time or adopted from overseas as part of the same arrangement.

2.108 **Additional paternity leave if the mother or co-adopter dies:** In the event of the mother's or co-adopter's death before the child's first birthday or during the first year of the placement, special terms apply for additional paternity leave. For further information refer to DBS Dep Pay

Team.

Entitlement to Additional Statutory Paternity Pay (ASPP)

2.109 Additional statutory paternity pay is payable to eligible workers who meet the eligibility criteria for additional paternity leave and:

- a. They are taking time off to care for their child during their partner's 39 week statutory maternity pay, maternity allowance or statutory adoption pay.
- b. Their partners have returned to work.

2.110 The current rate is the **lower** of either:

- a. The statutory standard weekly rate.
- b. 90% of their average weekly earnings.

2.111 To qualify for additional statutory paternity pay the employee must have:

- a. Average weekly earnings at or above the lower earnings limit for National Insurance contributions in force at the end of the qualifying week.
- b. At least two weeks of the mother's or adopter's statutory maternity pay or maternity allowance period remaining.

2.111 The qualifying week is either:

- a. The 15th week before the expected date of birth.
- b. The week the adopter was matched with a child for adoption (for UK adoptions).
- c. The later date of either: the end of the week in which official notification is received or the end of the week in which they complete 26 weeks' continuous employment with the Force (for overseas adoptions).

SUB SECTION 8 - FLEXIBLE WORKING

2.113 **Qualification.** There is a statutory duty on employers to consider requests for flexible working either by:

- a. Changing the hours they work.
- b. Changing to the times when they are required to work.
- c. Or to work from home.

2.114 This therefore applies to Dep employees who may make requests for flexible working hours provided they meet the following criteria:

- a. They have worked continuously with the Force for 26 weeks at the date the application is made.
- b. Have a child aged under the age of 18.
- c. Have or expect to have responsibility for the child's upbringing.
- e. Be making the application to enable them to care for the child.
- f. Not to have made another application to work flexibly under the right during the past 12 months.

2.115 **Request Process.** Written requests are in the first instance to be made to the Unit Civil Labour Officer/Line Manager. The employee request is to include a statement confirming they have responsibility for the upbringing of the child and that they are either the mother, father, adopter, guardian or foster parent or are married to or the partner of them.

2.116 The application must:

- a. Be made well in advance of when the flexible working is to take effect.
- b. Be in writing.
- c. Be dated.
- d. State that the application is made under the statutory right to request a flexible working pattern.
- e. Give details of the flexible working pattern being applied for, including the date from which it is to start.
- f. Explain what effect it is believed the new working pattern will have on the business and how any effect might be dealt with.
- g. State whether a previous application has been made and if so when.

2.117 A procedural flow chart is at Annex M to this instruction.

2.118 **Grounds for Refusal.** Legitimate grounds for refusal are all 'Business Reasons' and include:

- a. The burden of additional cost.
- b. Inability to re-organise work amongst existing staff.
- c. Inability to recruit additional staff.
- d. Detrimental impact on quality.
- e. Detrimental impact on performance.
- f. Insufficiency of work during the periods the employee proposes to work.
- g. Planned structural changes.
- h. Other grounds that may be specified in regulations.

2.119 Refusals under these grounds need to be justified by evidence.

2.120 – 2.122 Spare.

SUB SECTION 9 – SPECIAL GROUPS OF STAFF**Casual Employees**

2.123 Only those employees who are casual are to be placed on zero hours contracts. A casual is a person who is vetted and contracted so that he or she can be contacted shortly before work is available and offered it for a period of a few hours or days without the need for further contract action.

2.124 Anyone expected to turn up for work on a regular basis is not a casual and is to have a minimum number of daily hours agreed in their contract. A requirement to work in excess of these can automatically be made part of the contract where such agreements are necessary for health and safety reasons, e.g. bus escorts.

Bus Escorts/School Crossing Attendants

2.125 Bus escorts/school crossing attendants are to be paid for hours actually worked. They must be proficient in spoken English, aged 18 years or over, physically active and have sufficient authoritative presence for the task of maintaining control on the bus.

2.126 Hours of work are to be governed by the time spent by the bus escort on the bus for each journey, and for pay purposes are to be aggregated over the monthly pay period and rounded up to the nearest quarter of an hour.

2.127 Bus escorts/school crossing attendant wages are enhanced by 17.1% to account for loss of pay during school holidays. Payment will be made on a monthly basis, related to attendance periods. There is no entitlement to paid annual leave. Contracts for bus escorts are specifically to state that the salary in issue includes enhancement – incorporating payment for annual leave. Special leave provisions as contained at paras 2.051 and 2.052 are applicable.

SUB SECTION 10 - EMPLOYMENT OF YOUNG PEOPLE UNDER THE AGE OF 18 (U18s)

2.128 It is the duty of an employer to protect young people under the age of 18 from excess stress and danger in the workplace. Dep employees (aged 16 - 18) are employed in accordance with current Dep terms and conditions with the following exceptions:

- a. **Hours of Work.** U18s may not be employed for more than 40 hours per week and generally not more than eight hours per day. The eight hours are to include rest periods listed below.
- b. U18s are not to be employed for more than five days per week.
- c. If a working day is less than eight hours, up to eight and a half hours may be worked on subsequent days to make up the weekly maximum of 40 hours.
- d. **Working Hours.** U18s may only be employed between the hours of 0600 and 2000, with the following exceptions:
 - (1) In messes and hospital kitchens.
 - (2) Up to 2300 hrs in establishments where shift work is performed.
 - (3) In isolated units where there are transport problems U18s may start from 0530 hrs or work until 2300 hrs to avoid unnecessary waiting time.
 - (4) When in the summer work activities subject employees to excessive heat U18s may, with authority from LEC HR, commence work at 0500 hrs.
- e. **Saturday Working.** U18s are not to work on Saturdays except in the following:
 - (1) Hospitals.
 - (2) Transport establishments.
 - (3) Domestic employment.
 - (4) Messes and hospital kitchens.
 - (5) In connection with training facilities outside the normal place of work.
 - (6) In connection with sport.
 - (7) In connection with emergency medical services.
 - (8) Vehicle repair shops.

Two Saturdays per month must be work-free and the five day week rule applies.

- f. **Sunday Working.** U18s are not to work on Sundays except in the following:
 - (1) Hospitals.
 - (2) Messes and hospital kitchens.
 - (3) In connection with sport.

- (4) In connection with emergency medical services.

Where Sunday work is required U18s are to be given every second Sunday off and the five day week rule applies.

g. **Shift Work.** U18s must not work for more than 10 hrs, or, if working in catering establishments, 11 hrs.

h. **Work on German Public Holidays.** U18s are not to be employed on German public holidays. If U18s are, exceptionally, required to work on a public holiday (e.g. lunchtime supervisors) the conditions for Sunday working apply.

i. **Rest Periods.** U18s are to be given the following rest periods:

- (1) During working periods of four and one half hours: 30 mins.
- (2) During working periods of six hours or more: 60 mins.

Periods of work without a break must not exceed four and one half hours. Breaks are not to be less than 15 mins and U18s are not to be permitted to work or prepare work during breaks. A minimum of 12 hrs is to be allowed between one working day and the next.

j. **Employment Restrictions for U18s.** U18s are not to be employed under the following conditions:

- (1) On work which exceeds their physical capabilities.
- (2) Where they are exposed to physical danger (i.e. dangerous equipment, substances or situations) and where, due to lack of experience and knowledge of safety regulations they may be exposed to accidents.
- (3) On work where they may be exposed to extremes of heat, cold or damp.
- (4) On work where they may be exposed to excessive levels of noise, vibration, radiation, heavy metals, or poisonous and corrosive substances.

The minimum age for operating fork lift trucks is 17 years. Adequate training and supervision is to be given before an U18 is allowed to operate this or other forms of machinery.

2.129 The regular hours of work are to be prominently displayed in units where three or more U18s are permanently employed.

Records for U18s

2.130 LEC HR is to maintain a separate list of all U18s employed.

Medical Examination for U18s

2.131 U18s are to produce a certificate of fitness from the Medical Officer prior to commencing his/her first employment. If the employee changes jobs from a sedentary post to a physically demanding post he/she must produce a certificate of fitness before employment may commence.

SUB SECTION 11 – ANNUALISED GRADES INCLUDING LEARNING SUPPORT ASSISTANT GRADES (LSA), CLERICAL GRADES (CS) AND INDUSTRIAL GRADES (AS) – MOD SCHOOLS (GEO)

General

2.132 This sub section deals with the employment and administration of Dep staff who are employed with MOD Schools in Germany. These supplementary instructions are not to be considered exhaustive and FSI(G) 8002 Sub Sections 1 – 16 remain the overarching document. Queries relating to this sub section should be addressed to the local LEC HR .

2.133 In order to enable staff working in schools to have an annualized salary, special grades were introduced to give 12 equal monthly payments as opposed to having a period during the summer when no payments are made. In addition to this the LSA grades are linked to the UK counterpart. Details of the grades in question can be seen below. For ease of reference a table has been inserted at para 2.161 to illustrate the type of contract that is issued on initial employment. A fact sheet is to be issued to new MOD Schools staff by LEC HR in order to highlight the main areas covered in this sub section. An example of this can be seen at Annex Q to this instruction.

The monthly paid grades are:

CS	General C tariff positions.
AS	General A tariff industrial positions.
LSA	Learning Support Assistants (lunchtime and classroom support).

Hourly paid grades:

In the case of hourly paid and supply grades (see examples below) payment will only be made if working hours are actually entered by the school on the monthly attendance record (Form 24) and submitted on time. Payment will be made retrospectively.

LSS	Learning Support Assistants. Used for supply (as and when or zero hour) contracts as well as for LSA's who commence on or after 1 st March.
CS/AS	Hourly paid general clerical and industrial positions (see LSS usage note above).

2.134 MOD Schools staff in the above grades at para 2.133 who work the full school year will receive their pay based on 190 working days per year (based on a five day week) plus an additional 35 days (25 leave days plus 10 public holidays). Note that the monthly salary incorporating leave compensation will only balance out if the employee works for the full academic year!

Timesheets

2.135 Due to the annualisation of salary, only exceptions to normal attendance should be annotated on timesheets, e.g. self-certified sick, doctor certified sick, special paid leave, unpaid absence etc. in the case of monthly paid grades with regular hours.

Grading of Posts

2.136. The decision regarding the allocation of either LSA 1, LSA 2 and LSA 3 to posts within schools rests with the head teacher.

2.137 The head teacher will grade posts in accordance with the guidance given from HQ MOD Schools relating to the responsibility of the job description. In situations where an LSA moves from

one location to another for example a new contract of employment is to be issued.

2.138 The grading structure pertaining to classroom based support staff is LSA 1, LSA 2 and LSA 3. Those contracted solely as lunchtime supervisors are to be graded at LSA 1.

2.139 Requests for a review of an established grade should be processed through OC LEC HR .

2.140 Only grades that are predominantly classroom based (over 50%) fall within the LSA structure.

Multiple Contracts

2.141 Wherever possible LSA staff should be engaged on a single contract.

2.142 Staff engaged as both classroom based workers and mid-day supervisors will be placed within the grade appropriate to their predominant duties and engaged on a single contract.

Leave

2.143 The regulations regarding special paid leave and unpaid leave are outlined within sub section 5 to this instruction, paras 2.045 onwards, and remain extant for LSA/CS/AS grades.

2.144 The standard working year for LSA/CS/AS grades is 190 days. A further 35 days to take annual leave and public holidays into account are added to this. The total earnings are then divided by 12 and paid as a monthly salary.

2.145 Annual leave cannot be taken in term time and staff will be expected to work on public holidays (with supplements paid) when the school or equivalent setting is open.

2.146 On termination of service a calculation with regards to accrued leave in the current school year will be made and any underpayment will be effected in the following month.

Unpaid Leave and Unauthorised Absence

2.147 Staff who are authorised to take periods of unpaid leave or those with unauthorised absence will not accrue an entitlement to annual leave or public holidays for days they do not work. The adjustment of the leave entitlement is included in any deduction required to be made for these absences.

Engagements that fall after the start of the school year and up to the end of February

2.148 If employment commences for example on (or after) the 17th September (school year 2011/12) a new employee will not have worked enough days by the end of the school year to accumulate the paid leave built into the calculation and as such this would lead to an overpayment. In such cases the DBS DEP Pay Team will calculate the difference in pay (the amount that would otherwise be overpaid) and inform the local LEC HR of the amount to be withheld from the salary each month. The deduction will be made in equal monthly amounts over the first full six months of the employment.

2.149 A new employee will have the deduction (where applicable) explained to them by an LEC HR representative and be asked to sign a pay reconciliation notice as issued by the DBS DEP Pay Team prior to signing their employment contract. An example of the document generated by the DBS DEP Pay Team can be seen at Annex P to this instruction.

Engagements on or after 1st March each year

2.150 An employee commencing on or after the 1st of March will not be in a position to have 6 equal monthly payments deducted prior to 31st August. Added to this, if deductions are made each month they would be unnecessarily high. For this reason such staff will initially be placed on a supply contract with pay group 4 (this pay group caters for hourly paid staff paid retrospectively). The supply contract will be amended with effect from 1st September to a standard annualized contract including the authorized working hours.

Moving to a new position or school within the academic year

2.151 Should an employee who is already in receipt of a regular monthly salary move to a new position or school without a break in service (i.e. the following day) then it will not normally be necessary for them to commence as an hourly paid member of staff in the new appointment. In such cases LEC HR will consult with the DBS DEP Pay Team and inform the employee accordingly.

2.152 Any engagement or other situations not covered above are to be forwarded to LEC HR for further direction.

Amendments to Contracted Hours

2.153 Contracted hours are only to be amended at the start of any term. Form 24's are to be annotated with any extra hours worked. Any decrease in contracted hours is to be actioned in the month of occurrence in order to avoid overpayments.

Incremental Dates and Previous Service

2.154 Provided that the gap in service is no longer than 6 months, there will be no requirement for LSA staff to revert to step one of the incremental pay scale during the probationary period when changing school through in-theatre transfer of spouse. Staff will serve a probationary period within the new school or setting but on their previous step.

2.155 Previous service with other units within Germany will not count toward an increase in incremental step on the LSA scale. This is because no other unit employs staff in a classroom-based environment delivering the UK curriculum from age 3.

2.156 Staff joining on the LSA scale may have previous service with MOD Schools or LEAs in the UK counted towards an increase in incremental step. Staff are required to complete Annex O to this Instruction.

2.157 If staff are promoted onto a higher grade on the LSA scale, the date that the new post was commenced will become the new incremental date. Note: the move from LSA 2 to LSA2Q as an example is **not** classed as an upgrading.

Qualifications

2.158 The job description for the post will determine if the post requires a full and relevant qualification and must demonstrate the requirement for sustained additional responsibility. The 'Q' rate is not awarded to the employee simply because they have achieved a full and relevant qualification.

2.159 Further phases relating to the recognition for qualifications will be added to these instructions when negotiations are completed.

Annual Bonuses

2.160 Leave and Christmas bonuses are **not** payable to staff employed within the LSA

grade structure.

Contracts of Employment

2.161 The type of contract to be issued will depend on both whether the authority is for a definite or indefinite period and also at what point in the academic year the employee commences. The table below is designed to illustrate the type of grade to be used on initial employment as well as the working hours and pay group entry in the HR System.

Types of Contract				
Type of Authority from Budman	Actual Employee Start Date	Grading	Type of contract to be issued	Remarks/further action required
Indefinite	Employee commences prior to 1 st March	LSA CS AS	Indefinite with hours entry in HR system.	Working hours entry NOT required on Form 24. Pay Group 001.
	Employee commences after 1 st March	LSS CS AS	Indefinite but with zero hours entry in HR system and contract.	LSS initially for technical reasons. Working hours to be entered on Form 24. Pay Group 004. Contract amendment to be issued from 1 st September to reflect technical grade change to LSA. Hours entry required in HR system based on original or subsequent authority.
Definite (fixed period) for specific reason (see below)	All employees regardless of start date	LSS CS AS	Fixed term/Definite Contract Zero hours entry in HR system	Working hours to be entered on Form 24. Pay Group 004.
Please note: It may be possible to engage an employee on a definite contract in Pay Group 1, depending on the employment start and finish date. Contact LEC HR for further advice.				
General Supply (As & when) Position	All employees regardless of start date	LSS CS AS	Contract may be definite or Indefinite depending on authority. Zero hours entry in HR system.	Working hours to be entered on Form 24. Pay Group 004.

Statement of Particulars of Employment for Dependant Employees

Part 1

1. Introduction

1.1 This statement sets out particulars of your employment with the Ministry of Defence in accordance with the Employment Rights Act 1996. Your employment will commence on [data field] and no employment with a previous employer counts as part of a period of continuous employment. You are employed as an LEC Dependant employee with GEO and not as a member of the British Civil Service.

1.2 The contractual terms and conditions under which you are appointed are set out in Section 2 of FSI(G) 8002. The terms and conditions may be amended from time to time following consultation with the Dependant Employee Council (DepEC). Changes to terms and conditions of employment made following such consultation will be notified to you through LEC HR [data field] and/or by amendment to FSI(G) 8002.

1.3 Your employment will be of a permanent/temporary nature (if sick or maternity replacement this will be stated together with expiry date of temporary contract -where known).

1.4 Contains details of probationary period (where this applies).

2. Job Title

2.1 The title of the job which you are employed to do is [data field] .

3. Place of Work

3.1 Your place of work will be [Station]. As a non-mobile grade you will not normally be expected to transfer to a post outside the Station. The whole of your employment will be outside the United Kingdom.

4. Remuneration

4.1 You will be paid monthly in arrears on the last working day of the month by credit transfer to a German bank of your choice. Your starting salary will be that appropriate to a Grade [data field] Full details of rates of pay are contained in the Dependent pay tables, which are available from your LEC HR and www.bfgnet.de/employment.

5. Hours of Work

5.1 You will normally work a 5 day week [data field] at [data field] hours excluding meal breaks. (This sentence will vary depending on the type of employment and hours worked).

6. Overtime

6.1 All staff are liable to work extra duty, with the exception of those under 18 years of age. Should overtime become necessary, every effort will be made to fulfill this requirement by volunteers. When this is not possible and staff are required to work overtime, it will be the

aim to give at least 48 hours notice. The regulations on overtime are contained in paragraph 2.041 of FSI(G) 8002.

7. Holiday Working

7.1 You will not normally be required to work on German Public Holidays appropriate to the German State (Land) where you work. However if you are required to be on duty on a German public holiday you may be given time off in lieu and/or a compensation payment for the hours of attendance. Full details are contained in paragraph 2.037 of FSI(G) 8002.

8. Attendance on Sundays

8.1 Staff who are required, as part of their normal terms and conditions, to work on Sundays will receive a special supplement (see paragraph 2.037 of FSI(G) 8002).

9. Leave – This sentence will vary according to the type of employment

9.1 In addition to public and privilege holidays which are detailed in FSI(G) 8002, falling within your period of employment, you will normally be allowed paid annual leave. For staff entitled to annual leave and who work a 5 day week the leave allowance is 30 days in a full year (1 January to 31 December). Separate conditions exist for those not normally required to work during school holidays.

9.2 If your employment commenced or terminates part way through the leave year, your entitlement to paid leave during that year will be assessed on a pro rata basis. Deductions from final salary due to you on termination of employment will be made in respect of any leave taken in excess of accrued entitlement. If however, you have any unused holiday entitlement, you may be required to take this during your notice period, or you may be paid the appropriate sum in lieu.

9.3 Leave must not be taken without the approval of your line manager and sufficient notice of intention to take leave must be given.

9.4 Where serious personal or operational reasons exist, you may be permitted to carry over no more than 5 days at the end of the leave year. Any carried over leave must to be commenced before 31 March of the following year.

9.5 There is no entitlement to payment in lieu of leave except in the case of termination as detailed in clause 9.2 above.

10. Sick Absence

10.1 If you are absent from work on account of sickness or injury, you or someone on your behalf must inform your line manager of the reason for your absence as soon as possible but no later than the end of the working day on which absence occurs.

10.2 In respect of absence lasting 7 or fewer calendar days you need not produce a statement of fitness to work from a health professional unless you are specifically requested to do so. You must, however, complete a self-certification form – Annex I to FSI(G) 8002 - immediately you return to work after such absence.

10.3 In respect of absence lasting more than 7 calendar days, you must on the 8th calendar day of absence provide a statement of fitness to work from a health professional stating the reason for the absence and thereafter provide a like certificate to cover any subsequent period of absence.

10.4 The Ministry of Defence reserves the right to ask you at any stage of absence to produce a medical certificate and/or to undergo a medical examination.

10.5 You may be allowed sick absence on full pay, for up to 10 weeks in any one 12 month period. Any Statutory Sick Pay (SSP) which may be due during the period of appointment will be paid, providing the qualifying conditions are met in accordance with current UK legislation.

11. Pension Agreements

11.1 Your appointment is not pensionable, but a gratuity may be payable on termination of service (see 2.018 FSI(G) 8002).

12. Notice of Termination of Employment

12.1 Your employment is subject to a probationary period of 9 months. During this period, your employment may be terminated on two weeks' notice by either party.

12.2 Following completion of your probation period, your employment may be terminated by the employer initially on 8 weeks notice. If, for any reason other than disciplinary dismissal, the minimum period of notice cannot be given, you will receive pay in lieu of the unexpired period of notice.

12.3 Similarly, if you decide to leave employment, you will normally be expected to give no less than 8 weeks notice. Further details can be found in paragraph 2.027 of FSI(G) 8002.

13. Grievances and Discipline

13.1 The disciplinary policy rules and procedures applicable to you are available at your local LEC HR .

13.2 If you have any grievances relating to your employment you should:

- a. Raise the matter with your immediate line manager.

If you are still dissatisfied:

- b. Raise the matter with LEC HR who will advise you accordingly

13.3 Further details can be found at Sub Section 10 of Section 1 to FSI(G) 8002

Part 2

1. Maternity/Adoption Regulations

1.1 Full details of the Maternity Adoption/Paternity/Parental leave entitlements are contained in paragraphs 2.076 – 2.112 of FSI(G) 8002.

2. Use of Official Information

2.1 All MOD employees owe duties of confidentiality and loyal service to the Department. These require employees to exercise care in their use of information which they acquire in the course of their official duties and to protect information which is held in confidence. The rules governing the use of official information and related activities are, at

present, laid down in Joint Services Publication (JSP) 400. Any breach of these provisions may result in disciplinary action and, in certain circumstances, criminal or civil proceedings.

2.2 All MOD employees are subject to the Official Secrets Act 1989. An explanatory note summarising the provisions of the Act is enclosed.

3. Trade Union Membership

3.1 There are no recognised trade unions representing your employment, but you are at liberty to join a trade union. Dependent employees do have access to Dependent Employee Council.

4 Discrimination

4.1 As a declared Equal Opportunities Employer, it is the policy of the MOD that all eligible persons will have equality of opportunity for employment and advancement in the MOD on the basis of their ability and qualifications. There must be no unfair discrimination against any eligible person on the grounds of gender, marital status, race or ethnic origin, sexual orientation, religious beliefs, age or physical or mental disability, whether in recruitment, training, promotion or any other way.

4.2 Any complaints of discrimination should be pursued through the grievance procedures which can be obtained from your local LEC HR and from Sub Section 10 of Section 1 to FSI(G) 8002.

5 Further details of Conditions of Service

5.1 For the avoidance of doubt, the terms and conditions of employment under which you are appointed are set out in Section 2_of FSI(G) 8002, which is available on the website and from the local LEC HR .

6. Acknowledgement

6.1 By signing this statement of particulars you are aware that the MOD may keep sickness records and other records relating to your employment with the MOD (including contact names and addresses, references, CVs and information for payroll purposes, staff appraisal reports, security and attendance); and that such information may be used by MOD for the purposes of establishing the rights and obligations of the MOD under the contract of employment, and for the purposes of disciplinary and/or restoring efficiency action. As provided by the Data Protection Act 1998 you may make a request in writing or by e-mail to see the records the MOD keeps about you.

6.2 I, [NAME] acknowledge that I have received a statement of the particulars of my employment as required by the Employment Rights Act 1996, Section 1.

Signed:-----

Dated:-----

LETTER OF OFFER OF APPOINTMENT: DEPENDANT TRADEGRADE.....]

1. I am writing to formally offer you an appointment as a Dependant TradeGrade with the Ministry of Defence (Germany) withLEC HR from..... Your employment will be of a permanent/temporary nature (if sick or maternity replacement this will be stated together with expiry date of temporary contract -where known
2. MOD employees are expected to maintain high standards of conduct, personal behaviour and performance at work throughout their careers. There is a period of probation which is 9 months. If the standards are not achieved, your appointment may be terminated as a result.
3. No employment with a previous employer will count with this new employment as a continuous period of employment for the purposes of employment protection legislation.
4. Your salary at the commencement of your employment with the Ministry of Defence will be in accordance with current pay scales appropriate to the grade at paragraph 1 above. Payment will be made monthly to a local German Bank account in Euros.
5. The terms and conditions of employment under which you are employed are set out in FSI(G) 8002, and these will apply to you as from the date of commencement of your employment.
6. These terms and conditions may be amended from time to time either following agreement or consultation with the Dependant Employee Council as appropriate. You will be notified of any such changes through your local LEC HR and/or amendment to FSI(G) 8002 which is also available on the website at www.bfgnet.de/employment.
7. Details of the principal terms and conditions of employment are set out in the accompanying statement of particulars of employment. Further information or more details of terms and conditions can be obtained from LEC HR.
8. By signing the letter of appointment you are aware that the MOD will keep sickness records, and other records relating to your employment with the MOD (including contact names and addresses, references, CVs, and information for payroll purposes, staff appraisal reports, security and attendance); and that such information may be used by the MOD for the purposes of establishing the rights and obligations of the MOD under the contract of employment, and for the purposes of disciplinary and/or restoring efficiency action. As provided by the Data Protection Act 1998 you may make a request in writing or by e-mail to see the records the MOD keeps about you.
9. If you wish to accept this offer of employment please sign and return to me the enclosed copy of this letter and the acknowledgement form at the bottom of the statement of particulars of employment.

Yours sincerely,

Signature.....

Name.....

Appointment.....

Acceptance Signature

Name:.....

Signature:.....

Date:.....,

**DOCUMENTATION PROCEDURES FOR THE FORM 24
ATTENDANCE RECORD**

1. **General.** The 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 Dep employee documentation is to be forwarded by unit line management for processing to the DBS DEP Pay Team. 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 attendance information. The English version of the Form 24 should be used for all Dep employees.

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.

3. Units are to record all occurrences which take place up to and including the last Sunday of the month under the field headed **Current Month**. Any residual information relating to the remaining days of the month are to be entered on the next month's Form 24 under the section headed **Supplementary Data for the Previous Month**. 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 five minutes.

b. Time recording is not required for those employees who work regular hours.

c. **Occurrences.** The following occurrences are to be entered in the **Mornings Begin** column using the abbreviations listed:

<u>Full Description</u>		<u>Abbreviation</u>
<u>Comment</u>		
Annual Leave	L	
Dismissed	D	
Educational Leave	EL	
Keeping in Touch (Maternity/adoption leave only)	KIT	Dep Only
LSA2 TO LSA 3 Cover Supervision	COV3	MOD Schools Dep only
Manoeuvres, Each day spent on	M	
Maternity Leave, Ordinary	OML	
Maternity Leave, Additional	AML	
Notice, First day of a period of	K	
No Time off In Lieu	No TOIL	
Parental Leave (treat as unpaid leave)	UL	Dep Only
Paternity Leave, Ordinary	OPL	Dep Only
Paternity Leave, Additional	APL	Dep Only
Public Holiday	PH	
Rest Day	RD	

Sick Self Certified	SSC	Dep Only
Sick Doctors Certificate	SDC	
Sick certificate not provided by individual	SUC	
Special Leave (including illness of child)	SL	
Unpaid Leave (child)	ULC	DEL Only
Training Course	TC	
Time off In Lieu	TOIL	
Unauthorised Absence – unpaid	UA	
Under notice – not required to work	N	
Unpaid Leave	UL	

Note 1. Special leave should also be used to report special leave granted to Dependants for caring for a sick child.

Note 2. Unpaid leave should also be used to report parental leave granted to a Dependant employee.

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 **Remarks**.

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 LEC HR 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 DBS DEP Pay Team for pay calculation purposes.

6. **Sickness Reporting.** Sickness Certificates are to be forwarded direct to the DBS DEP Pay Team. When employees return from a period of sickness the unit is to inform LEC HR by phone who, in turn, is to notify the DBS DEP Pay Team.

7. **Leave.** Paid leave is to be controlled by **all** Units in accordance with Standing Instruction FSI(G) 8002. LEC HR 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 DBS DEP Pay Team on the working day following the day of dismissal/termination at the latest. If the employee is dismissed or terminates in circumstances which could cause an overpayment, the unit is to inform the DBS DEP Pay Team or LEC HR immediately.

9. **Travel Expense Sheets.** Claims are to be checked by the unit against attendance records prior to submission to the DBS DEP Pay Team on Form 03.

10. **Signatures.** Entries on the Form 24 are to be certified correct by a responsible officer in accordance with current instructions. The attention of OCs is drawn to Standing Instruction FSI(G) 8002 Section 1, para 1.150: Losses to Public Funds Caused by Misemployment or Negligence.

11. **Submission of Attendance Records.** Units are to dispatch attendance records to reach the DBS DEP Pay Team and LEC HR s normally by three working days after the last Sunday in the month. A schedule of receipt dates is published periodically by LEC HR under

www.bfgnet.de/employment

Attendance records are to be dispatched as follows:

a. Original:

**DEP Pay Team
Defence Business Services
PO Box38
Cheadle Hulme
SK8 7NU**

b. Copy: Administering LEC HR

**APPLICATION FOR ATTENDANCE ON EXTERNAL TRAINING COURSE, SEMINAR -
LOCALLY EMPLOYED CIVILIANS (LEC)**

PART 1 (To be completed by LEC HR 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.....

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

Reason for Training
Course/Seminar.....

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

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

* Delete as appropriate

PART 2 (to be completed by LEC HR)

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 LEC HR .

Signature..... Name.....

Appointment..... Date.....

PART 3 (To be completed by LEC HR or Line Manager)

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

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

b. 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:.....

c. Signature (LEC HR or LM)..... Name.....

Appointment..... Date.....

Note: Applications for financial approval for LEC Training Courses and Seminars at cost must be authorised by the appropriate Budget Manager. The letter of approval is to be attached to this form prior to it being forwarded to the LEC HR for completion at Part 4.

PART 4 (to be completed by LEC HR)

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
<p>Notes</p> <ol style="list-style-type: none"> 1. In the case of DEL all course training is a matter of co-determination in accordance with FPRL 74. OC LEC HR 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 Hotel Booking Service 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 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.....
<p>Note 1. On completion of Part 5 this form is to be returned to the unit</p>	

To: (LEC HR)

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

2. Allowance requested:

Performance*

Functional*

(* delete as applicable)

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
LEC HR RECOMMENDATIONS**

1. Comments

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

3. Percentage/ € : for the period

From

To

NOT TO EXCEED 12 MONTHS

4. Annual cost €

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

LEC HR stamp and date

Signature of OC LEC HR

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 HR MANAGER
(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 HR Manager

Surname and Initials

Rank/grade and Appointment

LEC HR Stamp and Date

Distribution:

Action:

LEC HR
DBS DEP Pay Team
File

To:..... (LEC HR)

From (Unit)

**APPLICATION FOR GRANT OF AN ALLOWANCE FOR
SEVERITY
TOOL
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:

Severity*	Tool *
------------------	---------------

(* delete as applicable)

2. Detailed Justification/Recommendation

- 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.

4. Details of recommending officer

Signature

Surname and Initials

Unit/Branch/Department

Rank/grade and Appointment

Tel Number

Date

PART II

LEC HR 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

4. Annual cost €

LEC HR stamp and date

Signature of OC LEC HR

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 LEC HR who are to produce additional copies for distribution as under

- 1 Copy to Unit
- LEC HR file copies

Severity Allowances

Basic Rules

1. **Severity Allowances** shall be paid for each working hour involving difficult conditions of work specified at para 5 below.
2. If not explicitly agreed otherwise the allowances established in Paras 5 refer to the basic compensation per working hour.
3. All working hours - also fractions of hours - for which severity allowances are to be paid shall be added up per calendar month. The result shall be rounded up to full hours.
4.
 - a) In principle, if several of the conditions laid down in Paras 5 coincide, agreed allowances are to be paid concurrently.
 - b) This does, however, not apply
 - (1) if the application of Para 5 is explicitly excluded;
 - (2) if the difficult conditions in Para 5a coincide;
 - (3) if the difficult conditions in Para 5b and 5c coincide; in this case only one of the allowances applicable shall be paid;
 - (4) if the difficult conditions in Para 5 d, e, f & g coincide; in these cases only the highest allowance shall be paid;
 - (5) if the difficult conditions in Para 5 d, e, f & g are identical to the employee's specific duties with difficult conditions in Part 5a; in these cases only the allowance in Para 5 d, e, f & g shall be paid;
5. **Allowances for general difficult conditions at work**
 - a. Work involving exposure in particular to dirt, mud, heat, cold, water, smoke, steam, gases, acids, corrosives, poisons, vibrations, or similar conditions, as well as climatic influences 10%
 - b. Work imposing extreme demands to physical strength 10%
 - c. Welding, burning/flame cutting or chiseling overhead 10%
 - d. Repulsive work 10%
 - e. Cleaning and repairing drains in operating theatres, laboratories and hospitals 15%
 - f. Repairing of sanitary installations in use, or of industrial drainage systems

for acids and lyes	20%
g. Repairing or cleaning work, involving direct contact with excrement, such as work in septic tanks, or clearing blocked toilet pipes	50%
h. Working at heights or on scaffolding without fixed railings at minimum heights of 12 metres	10%
of 25 metres	15%
of 50 metres	20%
of 75 metres	30%
i. Working on masts	8%
j. Trimming trees using ladders over eight metres	15%

DUTY TRAVEL PROVISIONS

1. Definition of Official Travel

- a. Travel is considered to be official when an employee for the purpose of carrying out duties, attending training courses in the interest of the unit
- b. The Starting point for calculating the distance from the place of employment is the point at which employees are regularly employed or from which they set out to regularly perform their duties.

2. Duration of Duty Travel

- a. Duty travel starts on leaving from the authorised starting point. The starting point for beginning duty travel can be a point outside of the permanent place of work (e.g. the employee's house). The employee's house as meant by this provision is the house from which the employee leaves on a regular basis to pursue his employment. Duty travel ends on return to the point authorised by the unit (place of employment or authorised starting point).
- b. After completing the outward duty the employee is obliged to continue his travel or return on the same day, if the duties or the outward journey plus duties do not exceed 10 hours and the employee can reach the destination by 22.00 hours.
- c. The employee will report any interruption in duty travel/detached duty to his/her employing unit without delay. Leaving the temporary duty station (municipal district) in his/her spare time shall not constitute an interruption of duty travel.
- d. The day of travel will be the calendar day.

3. Pay during Official Travel

- a. The employee shall continue to be paid his/her earnings for the regular hours of work as laid down in his/her employing unit from the beginning to the end of the duty travel. Any overtime, work at night, work on Sundays and on public holidays as defined in FSI(G) 8002, performed during duty travel shall be compensated in accordance with the relevant provisions.
- b.
 - (1) Traveling time is not working time. It will therefore not be taken into consideration when assessing overtime, work at night, work on Sundays and work on public holidays.
 - (2) Traveling on Sundays and on public holidays may be ordered only to the extent which is absolutely necessary.
 - (3) Employees who are instructed to undertake an official journey on a Saturday, Sunday or public holiday on which they are not scheduled to work,

shall receive Compensation in accordance with current provisions

c. at the instigation of the employing unit, as part of their duties.

4. Reimbursement of Travel Expenses

a. The employee shall receive the following compensation for expenses caused by official travel

- (1) travel expenses
- (2) subsistence allowance (day allowance; overnight allowance)
- (3) compensation subsidiary expenses on receipt.

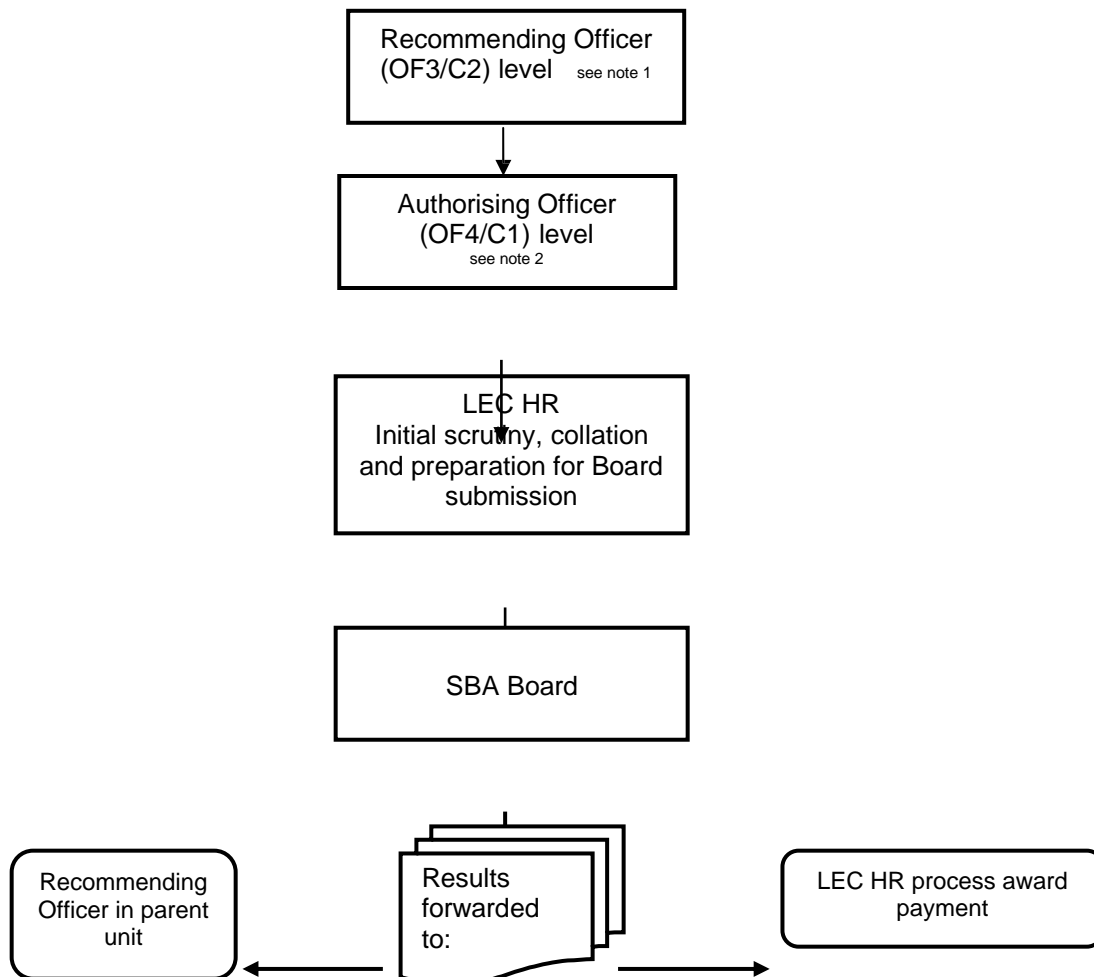
b. Unless a specific route/a specific means of transport has been prescribed, the employee will use the most economical route/most economical means of transport – even when considering the travel allowance.

c. The cost of food and accommodation during duty travel will be met from the travel allowance. Travel allowance will not be paid for time spent at a place of residence of the employee or at a distance of less than 15 kms (shortest usable road) from an employee's residence.

d. Reimbursement of subsidiary expenses will extend to unavoidable expenses required for carrying out the outward duty or of the duty travel.

e. The employee will submit his/her claim for travel expenses immediately following the completion of duty travel - enclosing the necessary documentation.

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 Lieutenant Colonel or equivalent) must endorse the Recommending Officer’s justification and pass the application to LEC HR for scrutiny. If the post is a non GEO funded post, then budgetary approval must be obtained prior to forwarding on to LEC HR Manager. Email applications will be accepted with e-mail budgetary approval.
3. The SBA Board is to be convened to consider unit SBA applications ensuring that they are correctly justified, fair and that awards are proportionally consistent.

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:

Name:	Personal Number:	Grade:
Unit:	EKZ/WPN:	LEC HR

Justification:

Recommended Amount: € Gross/Net*

Recommending Officer:

Name:	Rank:
Appointment & Address:	Signature:

Part B – Supporting Officer (OF4 or equivalent):

Name:	Rank:
Appointment & Address:	Signature:
Comments:	

Part C – Budget Approval:

Name:	Rank:
Appointment, Unit & Address:	Signature:
Approved/Not Approved*	

Part D – SBA Board:

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

LEC HR :

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

* 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)*

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. OC LEC HR 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 Army HQ 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 (classed as Team Training) and those which are less formal and solely intended to enhance team spirit (classed 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 teams 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 the 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.

REGULATORY 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:

- 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 LECs are strongly advised to insure themselves 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 OC LEC HR 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 LECs, 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 OC LEC HR for advice prior to sports activities being undertaken

FUNDING AND AFFORDABILITY

17. All employing units and MOD Agencies (other Land Forces units, MOD Schools, 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 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 Hotel Booking Service 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 Business Manager 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 Business Manager will forward the application to the appropriate LEC HR 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 HR 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 inclusively 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 personnel 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.

ACTIVITIES NOT CONSIDERED AS APPROPRIATE FOR TEAM TRAINING

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

- a. Go-Karting, Paint balling, Quad Biking.
- b. Clay pigeon shooting, Archery, Golf.
- c. Commercial adventurous training mini breaks.
- d. Day at the Races.
- e. Brewery trips.
- f. 'Dangerous sports, i.e. any activity that could potentially result in serious injury.

Examples:

- (1) Rock Climbing.
 - (2) White water rafting.
 - (3) Skiing/Snow Boarding etc.
 - (4) Water Skiing.
 - (5) Hang Gliding.
 - (6) Parachuting.
- g. Team games, of a competitive nature e.g. soccer, rugby, basketball etc.
 - h. Entrance fees to cultural, sporting events or tourist attractions.

N.B 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 HR.

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:.....

d. SignatureName.....

Appointment..... Date.....

PART 2 (to be completed by LEC HR Trg)

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 LEC HR)

*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.....

OtherTotal 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 HR Trg) -

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

Signature..... Name.....

Appointment..... Date.....

Empty box for additional notes or comments.

* delete as appropriate

SELF CERTIFIED SICK ABSENCE (DEPENDANT EMPLOYEES)

Name (Mr/Mrs/Miss)

Grade: Pay/Staff No

First day of absence from work (Date and time)

Last day of absence from work (Date and time)

Reason for absence (Brief details).....

.....

I declare that the above information is true and complete. I understand that giving false or inaccurate information is a disciplinary offence which could result in my dismissal.

Signature of Employee

Date

NOTES

1. The maximum permitted period for a Self-Certified Sickness is 7 calendar days.
2. This Certificate must be handed to your supervisor immediately on your return to work.
3. Once a doctor certificate has been issued for any period of sickness, further self certified forms will not be accepted unless the employee returns to work for one full day.

Instructions For Employing Unit:

The completed certificate is to be forwarded to:

DEP Pay Team

Defence Business Services
PO Box38
Cheadle Hulme
SK8 7NU

STATEMENT OF FITNESS FOR WORK (DEPENDANT EMPLOYEES)

Full Name & Title (Mr/Mrs/Ms/Miss)
(in block capitals)

Pay/Staff No

I assessed your case on (Date): and because of the following reasons:

- Own illness
- Accident at work Illness pregnancy-related

I advise you that: you are not fit for work.

you may be fit for work taking account of the following advice.

If available, and with your employer's agreement, you may benefit from:

- a phased return to work* *amended duties*
- altered hours* *workplace adaptations*

Comments, including functional effects of your condition(s):

Unfit for work from (first full day) to (last day)

I will/will not need to assess your fitness for work again at the end of this period.
(Please delete as applicable.)

Signature Doctor

Medical Centre (Stamp)

.....

Date

NOTE This Certificate must be handed to your supervisor/Line Manager within three days of the commencement of your sickness. **A copy will be retained with your medical notes.**

Instructions for Employing Unit:

In cases where a doctor has advised that the employee may be fit for work you are required to contact your local LEC HR immediately.

The completed certificate is to be forwarded directly to DBS DEP Pay Team with a copy to your local LEC HR .

**SPECIAL PAID LEAVE DUE TO ILLNESS OF CHILD AGED 18 YEARS AND UNDER
(DEPENDANT EMPLOYEES)**

Employee:

Full Name & Title (Mr/Mrs/Ms/Miss)
(in block capitals)

Pay/Staff No

Child:

Name:..... DoB:

Name of school / Foundation Stage (if applicable):

Due to my child's sickness I cannot attend work

from (first full day) to (last day)

Employee's Signature

Date

NOTE

1. The entitlement is 10 days per child with a maximum of 25 days per family in a calendar year. Any excessive days will be treated as unauthorised absence and automatically deducted from your pay.
2. This certificate must be handed to your supervisor/Line Manager immediately on your return to work.

Instructions

For Employing/User Unit: The completed certificate is to be annotated with the signature of the Supervisor/Line Manager and forwarded to LEC HR .

Signature _____ Name _____

Appointment _____

For LEC HR :

Entitlement checked input on RLink

**WAIVER OF CLAIM OF SICKNESS BENEFIT
WHEN IN RECEIPT OF FULL PAY OR SSP**

I undertake NOT to claim National Insurance sickness benefit whilst in receipt of full sick pay or statutory sick pay from the Ministry of Defence in accordance with the provisions of Standing Instruction FSI(G) 8002 (Recruitment, Employment and Administration of Locally Engaged Civilian Labour in Germany) Section 2.

Date Signed

**REQUIREMENT FOR NOTIFICATION OF PREGNANCY
FOR CLAIMS FOR STATUTORY MATERNITY PAY**

1. Your employer is required to pay Statutory Maternity Pay (SMP) or Statutory Adoption Pay (SAP) to those employees who qualify.
2. In order to claim SMP/SAP as an employee you are required to adhere to the following rules. Failure to do so may result in your inadmissibility to any payments or unnecessary delays.
 - a. You must inform you local LEC HR office at least 15 weeks before the beginning of the week your baby's due. If this isn't possible (because you did not know you were pregnant for example) then as soon as possible. You can change this date later providing you give at least 28 days notice. You will need to tell them the following:

That you are pregnant.
When the baby is due.
When you want to start maternity leave.
 - b. You must produce medical evidence of the date that your baby is due. A form Mat B1 (Maternity Certificate) or a certificate of confinement (signed and date stamped) must be obtained from your doctor or a registered midwife no earlier than the 20th week before the baby is due. This certificate must be presented to your LEC HR office as soon as possible after issue (signed and date stamped).
3. Your SMP/SAP entitlement will be determined by the DBS DEP Pay Team. Notification of entitlement or non-entitlement together with any relevant forms will be forwarded to you after your claim has been duly processed.

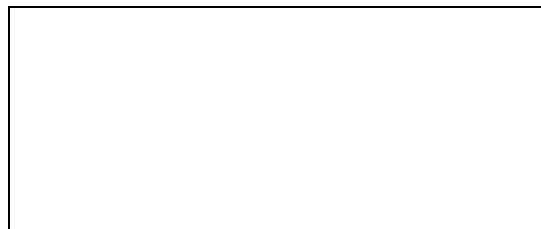
**CERTIFICATE IN LIEU OF DSS FORM MAT B1
MATERNITY CERTIFICATE**

A.* It is certified that (Name)
is pregnant. Her expected date of confinement is

Signature of Medical Officer

Rank and Name of Medical Officer

Medical Centre Stamp



NB: This certificate is not to be issued earlier than 20 weeks from expected delivery date.

B.* It is certified that (Name)
has been delivered of a child on
Date of expected confinement is/was*

Signature of midwife Reg No.

Address of Hospital/Medical Centre
.....

* Delete as necessary

DEP Pay Team
Defence Business Services
PO Box38
Cheadle Hulme
SK8 7NU

Date:

NOTIFICATION OF PREGNANCY

1. Employee's Name..... Initials.....
2. Pay Number.....National Insurance Number.....
3. Post ID (e.g. RHRMRM0001) WPN.....
4. Date Employee intends to cease work/...../.....
(last paid working day)
5. Date Employee gave notice to cease work/...../.....
6. Mat BI/Original Maternity Certificate enclosed : YES*/NO*
*Delete as appropriate
7. Where does the employee wish her SMP to be paid to:

German or UK Bank Account
BANK NAME:
ADDRESS:
BANK CODE:
ACCOUNT:

8. Employee's present **FULL MILITARY POSTAL ADDRESS** including husbands Name, Initials, Rank and Number.

.....
.....

(Note: Should any of the above details change a new form is to be completed and forwarded to DBS DEP Pay Team)

DEP Pay Team
Defence Business Services
PO Box38
Cheadle Hulme
SK8 7NU

Date:

NOTIFICATION OF ADOPTION

1. Employee's Name..... Initials.....
2. Pay Number.....National Insurance Number.....
3. Post ID (e.g. RHRMRM0001) WPN.....
4. Date Employee intends to cease work:/...../.....
(last paid working day)
5. Date Employee gave notice to cease work:/...../.....
6. Adoption leave ends:/...../.....
7. Matching certificate/Placement letter enclosed YES*/NO*
*Delete as appropriate
8. Where does the employee wish her/his SAP to be paid to:

GERMAN OR UK BANK ACCOUNT
BANK NAME:
ADDRESS:
BANK CODE:
ACCOUNT:

9. Employee's present **FULL MILITARY POSTAL ADDRESS** including spouses Name, Initials, Rank and Number.

.....

.....

(Note: Should any of the above details change a new form is to be completed and forwarded to DBS DEP Pay Team)

Employment Status & Student Loans
Employee Declaration

1. Please tick **one** of the following statements:

A. This is my **first** job since last 6 April and I **have not** been receiving taxable Jobseeker's Allowance, Employment and Support Allowance, taxable Incapacity Benefit, state pension or occupational pension.

B. This is currently my **only** job, but since last 6 April I have had another job, or have received Taxable Jobseeker's Allowance, Employment and Support Allowance or taxable Incapacity Benefit. I am not in receipt of a state or occupational pension.

C. I confirm herewith that I currently have another job or am in receipt of a state or occupational pension.

Student loans and repayment

2. Student loans are money provided whilst at university or college by the governments of England, Northern Ireland, Scotland and Wales. Student loans are available to help with living costs such as accommodation, food, books, travel and, where applicable, loans are also available to cover the costs of tuition fees.

Repayment of loans would normally commence on the 6th April once a student has finished their course and has an income above the minimum income threshold. To find out more about your rights and duties regarding student loan repayment visit the Student Loan company website. Use the following link. <http://www.slc.co.uk/>

I understand that my employer is required to deduct payments for student loans at source for monies earned over the minimum income threshold and that I am required to inform my employer of any such liability.

I confirm herewith that I do **not** have an outstanding student loan requiring repayment.*

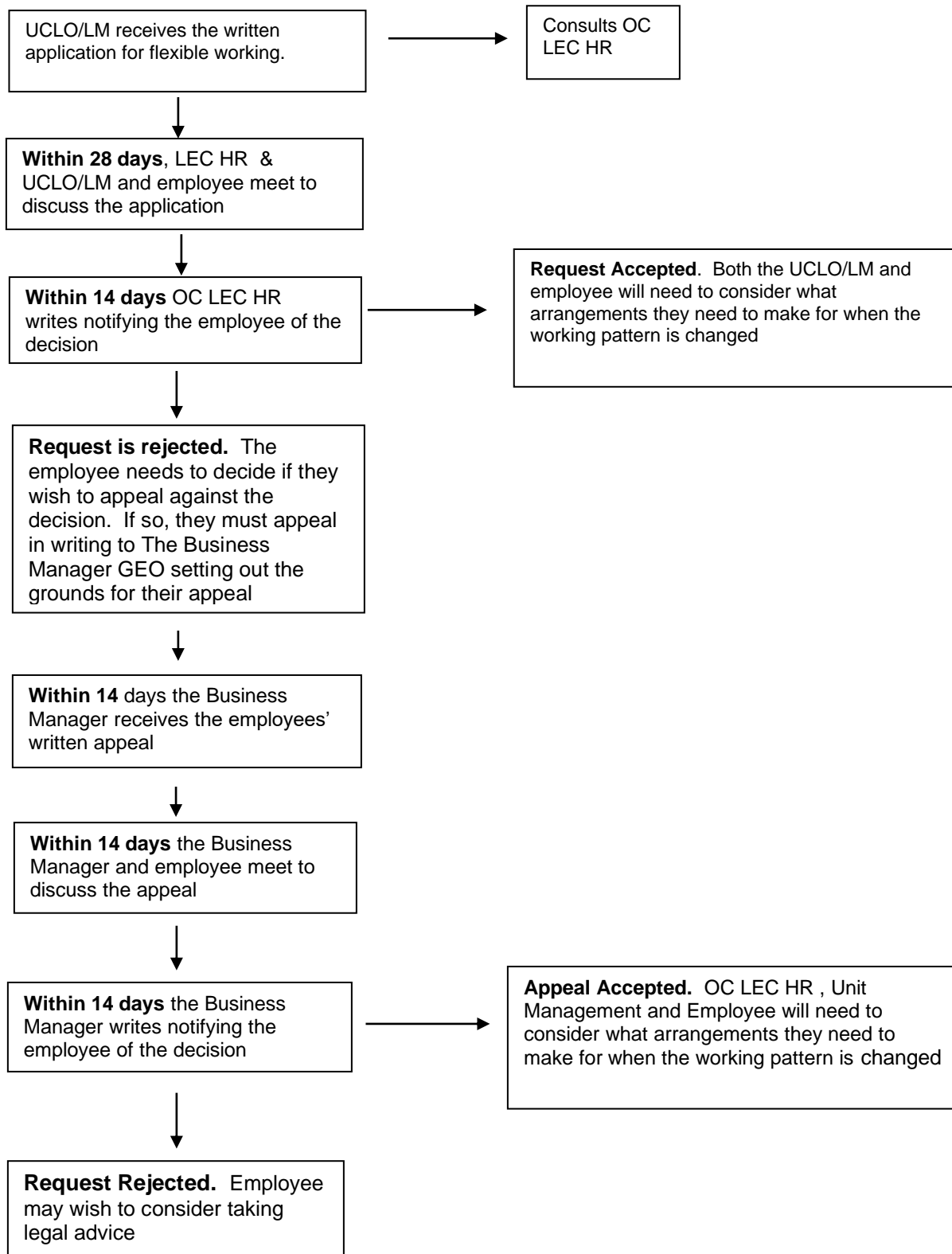
I confirm herewith that I have an outstanding student loan requiring repayment.*

* *Delete as applicable*

Signature

Date

FLEXIBLE WORKING - THE PROCEDURE



DEPENDANT EMPLOYEE PROBATION REPORT

EMPLOYEE DETAILS

1. Name:
- Post/Grade:
- Unit:
- Probation Period Start Date:
- Probation Period End Date:

REPORT DETAILS

2. If the answer to any of the following questions is 'No' at any stage of the course of the Probation Period, in accordance with the Dependant Employee Capability and Disciplinary Policy (para 2.4), please document in the comments section (Continue on Page 3) all discussions regarding training, objective setting and review meetings that have taken place to overcome any deficiencies.

3. Improvements should also be annotated. **The Employing Officer and the Employee must initial and date all comments. If the employee is not at the required standard after 6 months, you should contact OC LEC HR for advice.**

3 Month Review

1.	Has progress been satisfactory?	Y/N
2.	Are relationships with colleagues/customers satisfactory?	Y/N
3.	Is the Employee's attendance satisfactory?	Y/N
4.	Is the Employee's timekeeping satisfactory?	Y/N

Comments _____

6 Month Review

1.	Has progress been satisfactory?	Y/N
2.	Are relationships with colleagues/customers satisfactory?	Y/N
3.	Is the Employee's attendance satisfactory?	Y/N
4.	Is the Employee's timekeeping satisfactory?	Y/N

Comments _____

9 Month Review

1.	Has progress been satisfactory?	Y/N
2.	Are relationships with colleagues/customers satisfactory?	Y/N
3.	Is the Employee's attendance satisfactory?	Y/N
4.	Is the Employee's timekeeping satisfactory?	Y/N

Comments _____

SICKNESS/LEAVE

4. Number of days absent during the Probation Period was:

(OC LEC HR can extend a Probation Period by this number of days, however, this will only be considered in extenuating circumstances, as rule probation will not be extended. For further information contact your LEC HR for advice).

OVERALL ASSESSMENT FOLLOWING PROBATION PERIOD

5. If 'Unacceptable' (4), in accordance with the Dependant Employee Capability and Disciplinary Policy (para 2.4), you must summarise why you feel that the Employee is unacceptable. **Failure to comply could result in a delay that may render a termination request invalid.**

- a. Above requirements*
- b. Performance fully meets requirements*
- c. Some improvement necessary*
- d. Unacceptable*

***Delete if not applicable**

Summary _____

RECOMMENDATION

6. Continue in present employment? Yes*

Terminate employment? Yes*

***Delete if not applicable**

Additional comments

Signature:
(Employing Officer)

Rank

Name:

Please return the completed Dependant Employee Probation Report to: **OC LEC HR**
(as applicable)

**INCREMENTAL STEP PROGRESSION
 DEPENDANT APPLICATION FOR PREVIOUS EXPERIENCE**

To: OC LEC HR

From:

BFPO 16

Unit:

Post Title

Grade:

I, _____ (Name) hereby apply for my previous experience and provide the following evidence to support my application, as detailed below:.

Job Title	Employer Name	Date from	Date To	Brief Description of Role	Evidence Provided

Qualification	Date	Comment

Please continue on a separate sheet if necessary.

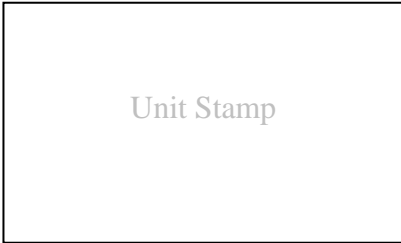
I confirm that the type of employment stated above is relevant to the type of employment I am currently undertaking, and that I have provided the

necessary evidence.

Employee's Signature: _____ Date: _____

Line Manager's agreement;

I do / do not support this application for previous service from the above named individual.



Name _____ Grade _____ Post: _____

* delete as appropriate.

For LEC HR Use:

The above named employee took up employment with _____ (LEC HR) as _____ (post) on the _____ (date) and was placed incremental step 1.

I do /do not* support this application for previous service from the above named and agree that the experience is relevant to the employee's employment.

Name _____ Grade _____ Post: _____



* Delete as appropriate. If not supported please state reasons.

DBS DEP Pay Team

Pay Reconciliation Notice

P-Number, Name	123456Z Test
School, WPN	Windsor School, 06SC004
Grade/Step	LSA 2/3

Weekly Contracted Hours	30		
Dates of current contract of employment	dd	mm	yyyy
Start Date	15	11	20 11
End Date	31	08	20 12

Percentage of projected annual pay from start date to 31 August	79.45%
Percentage of projected working days from start date to 31 August	75.79%
This results in an overpayment of your projected annual pay of	3.66%
and requires	
a deduction of 22 hours at Casual rate (LSA) or 27 hours at Basic rate (CS/AS), i.e.	€ 297.52
The deduction from salary will be made in equal installments of	€ 49.59
over the first full six months of your employment.	

I herewith confirm that I have been made aware that a deduction is to be made from my monthly earnings over the next full six months in order to avoid an overpayment at the end of the school year. I understand that the reason for the deduction is because I will not have accumulated enough working days to cover payments made during the summer break.

LEC HR Date Stamp

Date.....

Signature Employee.....

Signature LEC HR Rep.....

Name of LEC HR Rep.....

LEC HR – MOD SCHOOLS EMPLOYEE FACTSHEET

The conditions of service for MOD Schools staff working through LEC HR can be found in Standing Instructions FSI(G) 8002 Section 2. The following points are specific to LSA, CS, and AS grades and have been covered in this separate fact sheet for ease of reference.

General

In order to enable staff working in schools to have an annualized salary, special grades were introduced to give 12 equal monthly payments instead of having a period during the summer when no payments are made. Further to this the LSA grade was linked to its UK counterpart.

MOD Schools staff in the above grades who work the full school year (based on a five day week) will receive their pay based on 190 working days per year plus an additional 35 days (25 leave days plus 10 public holidays).

Please note that the monthly salary incorporating leave compensation will only balance out if the employee works for the full academic year!

The monthly paid grades in question are:

- CS** General C Tariff positions.
- AS** General A Tariff industrial positions.
- LSA** Learning Support Assistants (lunchtime and classroom support).

Hourly paid grades:

In the case of hourly paid staff (see examples below) payment will only be made if working hours are actually entered by the school on the monthly attendance record (GEO 24) and submitted on time. Payment will be made retrospectively.

- LSS** Learning Support Assistants. Used for Supply (As and When or Zero hour) contracts as well as for LSA's who commence on or after 1st March.
- CS/AS** Hourly paid general clerical and industrial positions (see LSS usage note above).

Engagements that fall after the start of the school year and up to the end of February

If employment commences for example on (or after) the 17th September (school year 2011/12) a new employee will not have worked enough days by the end of the school year to accumulate the paid leave built into the calculation. This would lead to an overpayment.

In such cases the DBS DEP Pay Team will calculate the difference in pay (the amount that would otherwise be overpaid) and inform the local LEC HR of the amount to be withheld from the salary each month. The deduction will be made in equal monthly amounts over the first full six months of the employment.

A new employee will have the deduction (where applicable) explained to them by an LEC HR

representative and be asked to sign a document accordingly prior to signing their employment contract.

Engagements on or after 1st March each year

An employee commencing on or after the 1st of March will not be in a position to have 6 equal monthly payments deducted prior to 31st August. Added to this, if deductions were made each month they would be unnecessarily high.

For this reason such staff will initially be placed on a supply contract with pay group 4 (hourly paid retrospectively). The supply contract will be amended with effect from 1st September to a standard annualized contract including the authorized working hours.

Moving to a new Position or School within the academic year.

Should an employee who is already in receipt of a regular monthly salary move to a new position or school without a break in service (i.e. the following day) then it will not normally be necessary for them to commence as an hourly paid member of staff in the new appointment. In such cases LEC HR will consult with the DBS DEP Pay Team and inform the employee accordingly.

Leave

The standard working year for LSA/CS/AS grades is 190 days. A further 35 days to take annual leave and public holidays into account are added to this. The total earnings are then divided by 12 and paid as a monthly salary.

Annual leave cannot be taken in term time and staff will be expected to work on public holidays (with supplements paid) when the school or equivalent setting is open.

On termination of service a calculation with regards to accrued leave in the current school year will be made and any underpayment will be effected in the following month.

Unpaid Leave and Unauthorised Absence

Staff who are authorised to take periods of Unpaid Leave or those with Unauthorised Absence will not accrue an entitlement to annual leave or public holidays for days they do not work. The adjustment of the leave entitlement is included in any deduction required to be made for these absences.

Annual bonuses

Leave and Christmas bonuses are **not** payable to staff employed within the LSA grade structure.

DEPENDANT EMPLOYEE COMPLAINT PROCEDURE

General

1. This procedure applies in all cases where a dependent employee in Germany raises a formal complaint in relation to their employment with the MOD, except where the complaint relates to:
 - (a) Alleged harassment or bullying in the workplace (in which case JSP 763 should be adopted), or LEC HR Notice No 30.
 - (b) The employee's grade (in which case LEC HR Notice No 16 should be adopted).
2. Unless the line manager is the subject of the complaint the employee and line manager should initially attempt to resolve the issue informally. Where resolution is not possible, the employee should, without unreasonable delay, raise the matter formally with the MOD by writing to OC LEC HR, setting out the nature of the complaint.
3. The procedure should not ordinarily be curtailed or postponed merely because the employee commences employment litigation on related grounds. However, where the subject matter of the complaint is related to a criminal investigation it may be appropriate to advise the employee that the procedure will be postponed pending completion of the criminal investigation. Legal advice should be sought in case of any doubt.
4. Similarly, where an employee raises a complaint during a disciplinary process the disciplinary process may be temporarily suspended in order to deal with the complaint. Where the complaint and disciplinary cases are related it may be appropriate to deal with both issues concurrently.

Initial meeting

5. OC LEC HR should write to the employee, as soon as practicable after receiving the complaint, to arrange a formal meeting with the employee to discuss the complaint. The employee should be advised of his or her right to be accompanied by a work colleague or by a member of the Dependant Employee Council (DepEC) The letter should provide contact details of the current DepEC membership, and should include a copy of this Complaints Procedure.
6. If the employee requests to be accompanied by a work colleague then this request should generally be allowed, except where the request is clearly unreasonable (for example where the colleague is involved in some way with the subject matter of the complaint, or where the chosen colleague works at a remote geographical location and there is an alternative suitable colleague available at the employee's station).
7. The employee's companion at the meeting should be allowed to address the hearing to put and sum up the employee's case, respond on behalf of the employee to any views expressed at the meeting and to confer with the employee during the meeting. The companion does not however have the right to answer questions on the employee's behalf, address the hearing if the employee does not wish it or prevent the employee from explaining their case.
8. OC LEC HR should be accompanied by an independent witness at the meeting.

9. At the meeting itself, the employee should be asked to explain their complaint in detail, to identify any witnesses or documents in support of their complaint, and to identify how they believe the issue might best be resolved.

Investigation

10. If OC LEC HR cannot resolve the issue at the initial meeting then he should consider whether an investigation in to the factual circumstances of the complaint is required.

11. If an investigation is considered necessary, then OC LEC HR should appoint an individual to conduct the investigation. This individual should be independent of the subject matter of the complaint, and should commence and complete the investigation without undue delay.

12. Upon completion of the investigation OC LEC HR should consider the findings, and reach a decision as to what action, if any, the MOD should take in response to the complaint. The employee should be advised of the decision, in writing, without unreasonable delay. The letter should set out any action that the MOD intends to take as a result of the complaint, and should refer to the employee's right of appeal (see procedure below) if he or she is not satisfied with the decision or resultant action.

Appeal

13. If the employee is not satisfied with the decision or resultant action then he or she must write to the Business Manager within one week of receiving the decision.

14. The Business Manager should then convene and chair an appeal board to take place without unreasonable delay. The Business Manager should write to the employee to advise them of the date, time and location of the board and of his or her right to be accompanied by a work colleague or by a member of the Dep EC (see paragraphs 5 and 6 above for more detail about the role of the companion).

15. The membership of the appeal board will consist of:

- a. 2 members from LEC HR (with the Business Manager as Chair)
- b. A member of the Dep EC.

16. The employee should be notified in writing of the decision of the appeal board within 2 weeks of the hearing date. The letter should set out the board's reasoning.

17. There is no internal appeal beyond this process; however nothing in this procedure is intended to deprive employees of their right to bring a claim in the UK Employment Tribunal if appropriate.

SECTION 4 - DEPENDANTS PROGRESS, TRAINING AND DEVELOPMENT DIRECTIVE

INTRODUCTION

4.001 British Forces in Germany is fully committed to ensuring that all Dependant employees are given the opportunity to be trained and developed for the posts they hold, enabling them to become as effective as possible and contribute to the achievement of the Force's mission. Unless the Dependant's needs are identified and they receive the proper training, the Force cannot fully benefit from the skills and contributions made by Dependant employees.

4.002 In implementing Civilian Training Policy the Force has produced this Progress, Training and Development Directive as a guide to all Dependant employees and their Line Managers(LM) military or civilian. Additional guidance is available from LEC HR.

AIM

4.003 Individuals have a right to be listened to, consulted about, and trained in the work they are called upon to perform. The aim of this instruction is to regularise the process and thus provide assurance that it is being carried out correctly. In instruction to ensure that this happens the process comprises of the following:

- a. A full job description (example is at Annex A) to be provided by the unit at the beginning of the employment.
- b. An annual review of the duties required of the individual between the LM and the employee. This provides the opportunity for both the LM and employee to agree a set of realistic objective targets, assess any training and skill requirements and comment upon the employee's progress.
- c. The recording of noteworthy experiences and any qualifications achieved during the period. It can also provide a useful reference source for future LM and for the writing of References and CVs
- d. A mid term review between the LM and the employee is essential particularly when potential problems become apparent from trying to comply with the job description or objectives.
- e. To agree a way forward
- f. To evaluate from employee feedback the usefulness of training provided.

APPLICABILITY

4.004 This policy details the minimum requirements for all units employing Dependents. Where specialist units or Agencies wish to use professional appraisal systems that exceed the requirements of those listed above then they are to request authority from LEC HR to be wholly or partly exempt from these procedures. It is to be noted that for employees working in a childcare environment appraisal is a mandatory requirement

RESPONSIBILITIES

4.005 Responsibilities for the progress, training and development of Dependents in Germany are as follows:

- a. **LEC HR**

- 1) To be the first point of contact, as the Dependants legal employer for all public-funded posts, for those seeking advice on progress reviews and training. To ensure all new employees are given an induction explaining the role of LEC HR , terms and conditions, representative bodies and appraisals.
- (2) To provide Unit LM with blank appraisal forms and liaise closely with LM to update job descriptions and identify the skills, qualifications and the grade required for the various posts.
- (3) They will monitor Dependant training within units and ensure that all progress reviews, post training profiles and individual training and development plans are completed on time.
- (4) Maintenance of completed appraisal forms and their safe keeping in the employees personal file in accordance with the Data Protection Act.
- (5) Providing the originals of the appraisal form to the employee where he/she ceases GEO employment.
- (6) To provide statistical information on appraisal reporting and training and development to the Business Manager as and when requested.

b. **Unit Line Manager.** For Dep employees their LM should be the head of the section or department they work in. The LM should not be below the rank of Staff Sergeant, E1 grade in the Civil Service or an LEC HR agreed Locally Employed Civilian Grade (not less than a C5 or equivalent Industrial Grade). The Countersigning Officer should be the LMs reporting officer.

c. An effective LM will ensure staff receives the training and development required to undertake their full duties. To do this the LM will need to ensure the following actions are taken:

- (1) Identify with the assistance of LEC HR the skills and qualifications required for each post.
- (2) Provide a comprehensive induction into the post, branch and/or department and unit for each new employee. (This will also apply to Directly Employed Labour (DEL) employees).
- (3) Section 1 of Annex C is to be completed by the job holder during the first month of employment. Where job holder does not wish to participate, the declaration is to be returned to LEC HR within the first 5 weeks of employment and held on P. File. Sections 2 & 3 are to be completed within the first 3 months of employment (for those currently in post, within 1 month of receipt of report) with agreed performance objectives and targets for the forthcoming 12-month period. Detailed guidance on the completion of the Appraisal Form is at Appendix 1 to 6 to Annex C. It is to be noted that the Appraisal year runs from the date of employment for the following twelve months.
- (4) At the six months point, review and comment on the Dependant's performance objectives and targets. If this is not possible (perhaps for operational reasons) then it should be carried out at the earliest opportunity thereafter.
- (5) Complete the Appraisal Report Form at the 12 month point (or on the Job Holder leaving their appointment if they have been in post for more than 3 months)

and conduct a formal report interview (interview guidance notes are at Annex B). Thereafter pass the report to the Countersigning Officer for completion. Upon completion of the report provide a copy for the employee, retaining one copy and forwarding the original to LEC HR .

- (6) Undertake a regular assessment of each Dependant employee's training and development needs.
- (7) Take action to meet these training and development needs.
- (8) Prior to any training activity discuss with the Job Holder their objectives for the training.
- (9) After training, evaluate the effects of the training on an individual's work performance.

d. **Individual's Role.** As stated above, an individual must at the commencement of an appraisal period confirm that they wish to participate in the process. If they do not, then they must annotate the appraisal form (Section 1 Declaration) accordingly. Thereafter:

- (1) The individual Dependant must discuss and agree to their job performance objectives and targets with their LM. Those Dependant employees who have been in post for longer than six months should propose their own objectives and targets and then discuss and agree them with their LM.
- (2) Training is a personal responsibility and should not be left solely to LM. It is incumbent on each individual to ensure that their training needs are identified, and that action is taken to seek and receive the training required. They should take advantage of all relevant training opportunities to meet their post's needs and put into practice the knowledge and skills the training has given them.

e. **Line Management with Family Connections to the Dependant.** This will normally only arise where authority has already been given to employ Dependents in the same branch/department as their spouse, father or mother. In this situation attempts must be made to find an alternative LM.

DEPENDANTS PROGRESS REVIEWS (APPRAISAL SYSTEM)

INTRODUCTION

4.006 Before the LM and job holder can assess the training that is required, the skills and levels of performance needed by the job holder to do their job have to be identified. This cannot be done in isolation but is an ongoing process. Once the basic job description has been formulated, the LM in conjunction with LEC HR can determine the basic skills and qualifications needed to recruit an individual for the post. A prospective employee will not necessarily have all the stipulated requirements.

4.007 The job description should only be regarded as the foundation stone for the job. It is not necessarily linked to a unit's or department's role or their management plan. An individual's contribution - output - must relate to higher level plans and their focus, therefore, is on the achievement of outputs and not job definitions. It is important that the job holder understands how their contribution fits in with the appropriate management plan and with higher level objectives.

4.008 An individual must understand:

- a. The significance of their job within the organisation.
- b. Be able to feel part of a team committed to meeting the same aims.
- c. Know those tasks or areas for which they are accountable and what resources they have available to them so that they can produce the required output. The resources should include the provision of the necessary equipment and materials but more importantly the skills to undertake the tasks in hand. Where necessary training will be provided.

4.009 Training and development has to be part of a wider process. The requirements can only come from proper planning and objective setting. The identification of training needs has to be included as part of an appraisal system. The appraisal system has three fundamental concepts:

- a. Clear and agreed objectives.
- b. Progress assessment.
- c. A commitment to Individual Training Plans (ITP).

4.010 All Dep employees will have the same appraisal report form whether they are Industrial or Non Industrial Grades. The standard Report Form is at Annex C, and is available either from LEC HR or on line at: www.BFGnet.de/employment - guidelines for completion are as follows:

- a. Section 1 - Job Holders Details - Appendix 1.
- b. Section 2 - Progress Agreement - Appendix 2.
- c. Section 3 - Individual Training Plan - Appendix 3.
- d. Section 4 - Progress Review, Assessment and Review - Appendix 4.
- e. Section 5 - Overall Assessment/Annual Progress Assessment - Appendix 5
- f. Section 6 - Completion and Receipt - Appendix 6.

4.011 **Evaluation.** An essential measure of the effectiveness of training and development is the degree to which knowledge, skills and attributes are applied in the workplace and the extent to

which there is an improved performance. Without constant evaluation the organisation cannot be sure that its investment in training is obtaining the required benefits. Action therefore has to be taken pre and post training to ensure the needs of the employee, the branch, the unit, and the organisation as a whole are being met. Remember evaluation is a continuous activity and should not be restricted to those periods which are devoted to the six month summary or end of period report.

4.012 Data Protection. All Parties concerned are reminded that completed or partially completed Progress Reports are classified as Official-Sensitive. Therefore, hard and electronic copies are to be handled in accordance with the current Data protection Act.

JOB DESCRIPTION (Example – DEP)

Budget/Establishment/Unit:

Branch/Department:

Location:

Post Title:

Grade:

Responsible to:

Vetting requirement:

For regular employment with (free field) LEC HR.

1. General

2. Main Duties

- a. Performs all administrative/clerical duties related to his/her field of activity.
- b. Assists other members of staff in the completion of their tasks as directed.

3. Other Duties

- a. On request of the employer, he/she must attend courses which are to ensure him/her suitable to professional skills required.
- b. Is required to deputise for other personnel during their absence as directed by the employer.
- c. Carries out any other reasonable duties, which are within the scope of the employer's right of directive.

4. Driving of Duty Vehicles

Is/Is not required to drive duty vehicles (and must hold at least a class driving licence and FMT 600).

or

Must occasionally drive duty vehicles, provided he/she holds the necessary driving licence and FMT 600.

or

Must operate MHE and hold the necessary qualifications and FMT 600.

or

Must occasionally operate MHE, provided he/she holds the necessary qualifications and FMT 600.

5. **Overtime/Work on Sundays and/or Public Holidays**

a. Must work overtime on request of the employer.

or

b. Regular work on any day of the week and Public Holidays is a feature of the employment.

or

c. Must perform work on any day of the week and Public Holidays on request of the employer.

6. **Shift Work/Rotating Shift Work**

Regular shift work or rotating shift work is/is not a feature of the employment.

or

Must perform shift work/rotating shift work on request of the employer.

7. **On-call Duties**

On-call duties are/are not a feature of the employment.

Must perform on-call duties on request of the employer.

8. **Medical.** A medical examination is/is not a prerequisite for this employment. Subsequent medical examinations are/are not necessary. However, must undergo medical examinations in accordance with Health and Safety at Work provisions or other relevant provisions as necessary.

9. **Required Professional Qualifications/Experience**

a. Essential:

(1) Professional qualifications/experience:

(2) Sufficient knowledge of the English or German language (verbal/written).

b. Other competences:

c. Desirable. Ability to communicate in English and German.

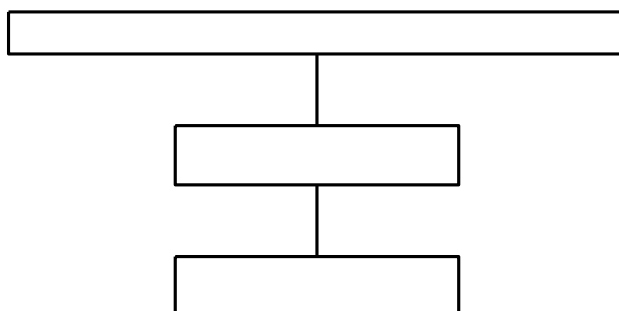
10. **Health and Safety at Work.** Is obliged to take care of his/her own safety and health at his/her place of work within his/her ability and in accordance with the instructions and orders of the employer. Furthermore, he/she is also obliged to take care of the safety and health of persons, who are effected by his/her actions or omissions at work. Within the frame of the aforementioned rules he/she is especially required to use machinery, equipment, tools, working substances, working materials, transport aids and any other working aids as well as protective equipment and the issued personal protective equipment in accordance with the requirements. He/she is to report any

direct and considerable danger to health and safety as well as failures of the safety systems to the employer or the relevant supervisor without any undue delay.

11. **Redeployment.** The employee may be redeployed to any unit/department within the employing agency/LEC HR or temporarily detached to a different employing agency.

12. **Travel Expenses.** The employee is not entitled to payments for miles driven to and from place of work to residence. If the employee is required to perform his/her duties outside the area he/she will be entitled to travel claims in accordance with the current regulations.

13. **Organisation Chart.** The post holder's position in the organisation is shown below, but may change due to reorganisation or a redeployment and addition to staff. A change of the organisational chart upon a reorganisation, a redeployment or addition to staff will not require a notice to change of employment contract. The post holder will be given a new organisation chart upon the change.



Date

Signature Employee

INTERVIEW GUIDANCE NOTES

1. Maximum value will be achieved if both parties have prepared for the interview. The interview should have a sensible structure with adequate time allocated to the main elements, which are:
 - a. Progress against agreed objectives.
 - b. Progress against Individual Training Plan (ITP).
 - c. Progress assessment.
 - d. Objectives for the next reporting period.
2. The interview should be a genuine exchange of information and views, not an interrogation or a dressing-down. The job holder should be talking for at least half the time. This is their opportunity to raise issues and discuss points which are important to them.
3. The progress report Interview is an important event for both the job holder and line manager. An agreed convenient time should be chosen and enough time must be set aside to cover all the ground required.
4. Another important factor is the environment. The interview needs to be held somewhere which is private, quiet, comfortable and not liable to interruption.
5. It is likely to be the LM responsibility to arrange a room. You should, therefore, avoid anything which acts as a barrier between you and the job holder, make sure you are both comfortable and on the same level and give some thought to the availability of such things as coffee, tea or a soft drink.
6. Few people have a problem giving feedback on good, or even average, progress results but when presented with the prospect of discussing poor progress there may be difficulties. Typical responses include:
 - a. Playing it down.
 - b. Passing over it quickly before moving onto good points.
 - c. Avoiding it altogether.
7. More often than not, however, a job holder has appraised their own progress fairly thoroughly and will be anticipating comment on poor results when it is appropriate. Difficulties arise more as a result of the LM own feelings than those of the job holder. Before the interview LMs should decide:
 - a. What objective evidence they have that the progress results were poor.
 - b. What reasons could there be for this - have any circumstances changed?
 - c. At what stage of the feedback session they will comment - beginning, middle or end;

how they will introduce the subject.

d. How they will respond to any upset, denial, silence, rushed agreement or whatever.

8. There are some suggested principles which can assist the LM:

a. It's the progress results that are below standard, not the person.

b. Give the job holder the chance to comment first. They may well acknowledge poor results before a LM raises it, or add new information to be considered.

c. Emphasize solution, conclusions and ways to move forward - the job holder may well have good suggestions in this area.

d. Keep the poor results in perspective. There is a good chance that the job holder will go away forgetting all the good things that have been said and remembering only the bad.

e. End on a positive note. Try and place a piece of poor results between two good or acceptable results.

f. Be factual and deal with poor results in the same honest and straightforward manner as dealing with good results.

g. Never apologise for raising the subject. Do not feel defensive about it. The job holder cannot improve if LM shirk their responsibilities.

RESTRICTED STAFF

BRITISH FORCES GERMANY DEPENDANTS PROGRESS REPORT (Notes to assist completion are on page 4) SECTION 1 – JOB HOLDER’S DETAILS (See note 3)

Post Title:		Unit:	
Forename(s):		Surname:	
Grade:		Date started current job:	
Reporting Period	From:	To:	
<i>Any other grade held during the period:</i>			
Grade:	From:	To:	
Declaration 1: I wish to participate in the Dependant Progress Reporting scheme during this employment. Signature of Job Holder		Declaration II: I do not wish to participate in the Dependant Progress Reporting scheme during this employment. I am aware that by refusing to participate in the scheme, my training opportunities may be adversely affected. Signature of Job Holder	
LINE MANAGER’S DETAILS		COUNTERSIGNING OFFICER’S DETAILS	
Name:		Name:	
Rank/Grade:		Rank/Grade:	
Telephone Number:		Telephone Number:	

SECTION 2 – PROGRESS AGREEMENT

To be completed by the Job Holder in agreement with the line manager at the start of report period
 (See note 4)

Job purpose (brief description of role)	
Personal Development Objectives (if applicable) and in approximate instruction of importance	Target date(s)
KEY OBJECTIVES To be drafted by the Job Holder in agreement with the Line Manager	

Objectives - In approximate instruction of importance	Target date(s)

SECTION 3 – INDIVIDUAL TRAINING PLAN

Training and development to improve current job performance - identified by Job Holder- agreed by Line Manager.

(This may be continued on an attachment sheet – See note 4)

Training Need	Recommended Solution and by whom and when	Progress/ Date of Review	Comments/ Date achieved

SECTION 4 – PROGRESS REVIEW, ASSESSMENT AND REVIEW

(See note 5)

SIX MONTH REVIEW

Record the outcome of the discussion between Job Holder and Line Manager on performance and progress during this part of the reporting period. Use this to update the report, noting any changes to objectives, training or development needs recorded elsewhere.

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Job Holder's Signature:	Date:	Line Manager's Signature:	Date:

SECTION 5 - OVERALL ASSESSMENT/ANNUAL PROGRESS ASSESSMENT

This section should be drafted before the Progress Review interview. Final completion should take place following the

Interview. This assessment should cover what the Job Holder has done in respect of objectives.

PROGRESS REPORT INTERVIEW

The interview took place on

Date:

The Job Holder has worked for me for

Years

Months

Line Manager's Signature

Date:

Does the Job Holder wish to discuss their report with the Countersigning Officer? YES NO *(tick as applicable)*

JOB HOLDER'S COMMENTS	
<i>(To be completed after Progress Report interview)</i>	
<p>I have read my Progress Report and discussed my work performance over the period. I have discussed my training and Development needs with my line manager during my Progress Report interview. My comments are: <i>(may be continued on a separate sheet if required)</i></p>	
Job Holder's Signature:	Date:
COUNTERSIGNING OFFICER'S COMMENT	
Review line manager's assessments, make any recommendations, and include details of areas where you disagree.	
<p>Have discussed this report with the Job Holder? YES <input type="checkbox"/> NO <input type="checkbox"/> <i>(tick as applicable)</i></p> <p>The Job Holder has worked for me for: Years Months</p>	
Countersigning Officer's Signature:	Date:

SECTION 6 – COMPLETION AND RECEIPT

CONFIRMATION OF COMPLETION AND RECEIPT		
Once signed by the Job Holder, this report must not be amended in any way.		
I, the Job Holder, am/am not* satisfied with this Progress Appraisal <i>(* delete as applicable)</i>		
Job Holder's Signature:	Date:	
Countersigning Officer's Signature*:		
<i>(*Signature is only required where JH disagrees with the report.)</i> Date:		
This report is to be fully completed and signed within 1 month of the end of the reporting period. (See note 6). The report to be forwarded to the LEC HR within 1 week of the Job Holder having signed this Section.		
OC LEC HR		
Name:	Signature:	Date:
Rank:		

Notes on completion:

1. These notes are designed to assist in completion of this report, however, for full details your attention is drawn to FSI(G) 8002, Section 4.
2. During the reporting period the report is to be retained by the Job Holder (or at their request by the Line Manager).
3. **Section 1 - for new Job Holders:** To be completed by the Job Holder during the first month in employment. The relevant Declaration is to be signed. For those Job Holders already in post, Section 1 is to be completed within a month of the previous reporting period having ended. Where a Job Holder does not wish to participate in the Appraisal Scheme – Section 1 is to be completed, signed and the Appraisal form returned to the relevant LEC HR within 5 weeks of commencement of employment.
4. **Sections 2 & 3 - for new Job Holders:** This is to be completed within the first 3 months of employment. For Job Holders already in post, within 1 month of receipt of the report. These sections require the agreement of the Line Manager, where no agreement is reached passed to Countersigning Officer for comment. Where it is deemed necessary to continue training and Development needs on a separate piece of paper this is to be attached to the report by use of a staple.
A copy of Section 3 (ITP) is to be forwarded to the LEC HR at the end of the first 3 months of employment at the latest and subsequent ITP's within 5 weeks of commencement of the Job Holders new reporting period.
5. **Section 4** This is designed for the six month reporting review, but can equally be used at any time during the reporting period (e.g.) where there are changes in objectives/or in Line Manager due to deployment or posting.
6. A reporting period is also deemed to end when a Job Holder terminates employment

DEPENDANT PROGRESS REPORT COMPLETION

SECTION 1 - JOB HOLDERS DETAILS

1. On receipt of the blank Progress Report form from LEC HR the LM in conjunction with the employee are to complete Section 1 as follows:
 - a. **For new job holders.** During the first month of employment.
 - b. **For those currently in employment.** Within one month after the previous reporting period.
2. **Reporting Period.** The reporting period runs from the date of employment for 12 months. Subsequent reporting periods commence the day after the previous reporting period again for a period of 12 months.
3. **Declaration.** All employees must declare whether or not they wish to be included in the Dependant Progress Report scheme. Thereafter the LM and the Countersigning Officer's details are to be appended.
4. In cases where an employee has declared that they **do not** wish to participate in the scheme, the form is to be returned to LEC HR with Sections 2 to 6 left blank together with any appropriate comments made by the LM or Countersigning Officer. LEC HR will then place the form on the employee's personal file.

DEPENDANT PROGRESS REPORT COMPLETION

SECTION 2 - PROGRESS AGREEMENT

1. The Progress Agreement articulates what the Job Holder is expected to achieve during the reporting period. It is important that the Job Holder and LM have a clear understanding of what is to be achieved and that progress is assessed against appropriate objectives. Practically this means:

a. **For the Job Holder.**

(1) A better understanding of where priorities lie and how they are expected to contribute to the achievement of the organisation's objectives.

(2) A clear understanding of the standards required.

b. **For the Line Manager.**

(1) A basis for allocating responsibility for achieving certain results to individuals and monitoring achievement of those results.

(2) Hard evidence to support the overall progress assessment.

2. **The key points of the Progress Agreement are:**

a. The Progress Agreement comprises the job purpose, main areas of responsibility, agreed objectives and targets.

b. The Progress Agreement should be agreed between the Job Holder and the LM at the beginning of the reporting period.

c. The Job Holder and the LM should both hold a copy of the completed Progress Agreement to refer to during the reporting period.

d. Objectives should be reviewed at least once during the reporting period and in any case at the six month point.

THE JOB PURPOSE

3. This is to be completed by the Job Holder.

4. The aim of identifying the job purpose is to get the Job Holder to think about what they are employed to do. It may seem obvious, but many never think of their job in these terms. The Job Holder must express the **overall** purpose of their job and needs to get answers to some fundamental questions:

a. Why does my job exist?

b. What am I here to achieve?

c. How does my job contribute overall to the success of my Unit/Branch?

5. Do not express the purpose of the job in terms of the LM job. It is important that the Job Holder states what they are to achieve, not someone else. As an example, a C4 Registry Clerk's job purpose would be:

"To provide efficient and effective administrative support to members of the Branch"

OBJECTIVES

6. **Personal Development Objectives.** These must be agreed by both the LM and Job Holder.

7. To identify these objectives the Job Holder should ask:

- a. What do I want to achieve in each of my main areas of responsibility?
- b. What specific result - as far as possible within my personal control - am I aiming at?
- c. Is my current level of progress satisfactory in this main area? Will it be sufficient to **maintain** current progress?
- d. Do I require any specific training/instruction to assist me in my current role?

8. **Key Objectives.** These must be drafted by the Job Holder in agreement with the LM. Do not attempt to set more than **one** objective for each main area. The identified objectives should broadly cover the job. The number of agreed objectives must be determined by the requirement of the job.

9. There is **no** point in identifying objectives that the Job Holder is unlikely to be able to achieve. It is therefore important that the LM and Job Holder review together the identified objective and consider the following:

- a. Does the Job Holder have the skills or experience required to achieve the objective? If not steps must be taken to provide the training required. (This will become a training need in Section 3 of the Report).
- b. Does the Job Holder have control over the achievement of the objective? If control is limited, consider whether the objective can be broken down into parts over which he/she has more influence and reword the objective accordingly.
- c. What are the resource implications of achieving these objectives? Resources - such as budgets, staff, and equipment - need to be reviewed to determine whether the objective is realistic. Over the reporting period this issue will need to be reviewed, especially if more work is involved in achieving the objective than was originally foreseen.

10. An example of an objective for a C4 Registry Clerk could be:

"Filing: - To maintain an accurate and up-to-date filing system."

11. **Target Dates.** The Job Holder and LM must also agree the progress targets for each objective.

12. To do this they must consider how progress will be measured and identify suitable performance indicators. **An indicator is an aspect of the job against which progress can be measured** and will usually fall into one of the following categories:

- a. The **quantity** of output the Job Holder has to produce.
- b. The **quality** of the Job Holder's Work.
- c. The **timescales** within which the Job Holder has to achieve the objective or any of the tasks associated with the objective.
- d. The **cost** of achieving the objective or any tasks associated with it, e.g. the budget that a Job Holder might have to work within.

13. **A progress target is a specific result, which is to be achieved by the Job Holder, expressed in terms of the indicator.** Wherever possible, the target should be a number, a date or a precise standard to be achieved. Progress targets can be identified by asking:

- a. When will this objective and the tasks associated with it be achieved?
- b. What is the consequence of performing to a satisfactory level? What will the result look like?

14. An example of progress targets and indicators for a C4 Registry Clerk would be:

Indicator: Time taken to file documents from date of receipt (Time)

Target: 2 days

Indicator: Size of current part of file (Quality) - maximum thickness/maximum number of enclosures

Target: 2.5cm thick/100 enclosures

Indicator: Regularity with which files are to be checked for archiving (Time)

Target: Every four months

Indicator: Maximum time lapsed since last enclosure on a file before it is archived (Quality)

Target: Every six months

15. **Points to Remember**

a. **Objectives.** An objective is a statement of desired outputs against which progress can be monitored and success judged. Without clear objectives the Job Holder will not know what is expected of them, will not be able to judge their job progress nor if they have delivered the required results. The Job Holder must agree with their LM clear objectives for their job. These objectives must be **SMART** - **S**pecific, **M**easurable, **A**chievable and **A**greed, **R**elevant and **T**ime-related:

- (1) **Specific.** There must be clarity on the outcomes that are expected.
- (2) **Measurable.** Most objectives can be measured. They will often cover:
 - (a) Quantity of output.
 - (b) Quality of the output.
 - (c) Costs.

(3) **Achievable and Agreed.** Most people will respond to a challenge but unachievable objectives are demoralising and counter-productive. Where objectives are agreed between the LM and the Job Holder it is more likely the Job holder will be committed to achieving the objectives.

(4) **Relevant.** The link between the job objectives and those of the management plan should be clear so that the individual can recognise their contribution.

(5) **Time-related.** The time span for achieving an objective must be stated so that Job Holder's can monitor their own progress. If there is a long-term objective then it must include target dates so that the task is divided into manageable chunks.

b. **Timescales/Target Dates.** Objectives can be set with completion dates of less than the reporting period. The achievement of these objectives can be considered during a review and assessed as interim achievements.

DEPENDANT PROGRESS REPORT - COMPLETION

SECTION 3 - INDIVIDUAL TRAINING PLAN (ITP)

Methods of Training

1. In training employees to be effective it is often mistakenly believed that a formal training course is the only solution. There are a wide range of alternatives which line managers and job holders should consider in meeting a training requirement. Some of these are detailed below:
 - a. Branch and unit induction through various means, e.g. an induction pack, a presentation or staff briefings.
 - b. On the job coaching by LM or colleagues.
 - c. Head of Branch/Unit briefings. These are regular briefings to the staff to keep them informed of current issues are an effective training method and will help to focus on key objectives.
 - d. Computer based/multimedia training. This includes the Defence Electronic Learning Centres and Civil Service Learning which provide on line training courses, and which are linked to the Civil Service core competencies and personal development.
 - e. Distance Learning. The MOD's modular approach to training means that many courses can be undertaken as distance learning packages. This minimises absences from the workplace but line managers must allow sufficient time within working hours for the completion of the package.

Mandatory Training

2. All new LEC employees are to receive appropriate induction training into the post, branch and unit.
3. Where applicable Dependant employees are to receive the laid down regulatory training for the job they hold.

Resources

4. Resources for training are provided by both MOD Centre and by GEO. In terms of course provision MOD courses are funded centrally. All Dependant employees are entitled at no charge to attend the same courses as the Civil Service staff including those courses run in the UK, subject to the Budget Holder's approval.
5. It is policy to provide as many of these courses in theatre as is possible, or viable in instruction, to minimise absences from the place of work and to relieve pressures on travel and subsistence budgets.
6. Wherever possible and subject to Budget Holder's approval and authority, Dependant employees can take advantage of relevant job-related external training and further education opportunities, in accordance with the rules laid down in this FSI(G) 8002 at Section 1, Sub Section 8 and Annex C.

INDIVIDUAL TRAINING PLAN (ITP)**7. The Key Points are:**

- a. The Individual Training Plan is to be completed at the commencement of the reporting period.
- b. Where appropriate, the contents of the plan should take account of the issues discussed during the Progress Review interview for the previous report period.
- c. All disabled staff should be asked whether there is any special equipment, training or other help which they require to enable them to perform their job. There is a central fund, administered by the Civilian Equal Opportunities Unit, which is available to meet such needs.

8. Integrating training considerations into the Progress Report form should ensure that a much closer and more direct link is made between progress and training needs. The Individual Training Plan must be completed at the start of the reporting period, reviewed throughout the period or at a minimum the six month point, and assessed at the end of the period to ensure that training opportunities have been pursued. This places responsibilities on both the LM and Job Holder to set realistic goals and to work towards achieving them.

9. The Individual Training Plan should be drafted by the Job Holder and agreed by the LM.

10. The following steps provide a guide to completing an Individual Training Plan:

Step 1	The Job Holder should consider: <ol style="list-style-type: none"> a. The assessments given in the previous Progress Review and the discussion that took place during the Progress interview or with the Countersigning Officer. b. The level of knowledge required for the post. c. Whether some training is required to achieve objectives in the Progress Agreement.
Step 2	The Job Holder should decide which areas require developing and formulate some ideas on how this may be done. Don't forget strengths can be built upon as well as weaknesses improved.
Step 3	The Job Holder should discuss the draft plan with the LM, prioritise and agree the plan. Thereafter they should both agree when progress is to be reviewed.
Step 4	Where a disagreement exists the plan should be passed to the Countersigning Officer for comment.
Step 5	A copy of the plan is to be retained by the Job Holder and the LM and, where appropriate, the necessary action should be taken, e.g. apply for a training course.
Step 6	A copy of Section 3 (ITP) is to be forwarded to LEC HR not later than 3 months after the commencement of employment, and subsequent ITPs within 5 weeks of commencement of the Job Holders new reporting period.

DEPENDANT PROGRESS REPORT - COMPLETION

SECTION 4 - PROGRESS REVIEW, ASSESSMENT AND REVIEW

Review Agreed Objectives

1. Objectives must be kept up to date. Regular reviews of objectives are therefore vital. The Job Holder should ask:
 - a. Have my responsibilities changed in any significant way?
 - b. Have any new pieces of work been allocated which will affect the way I use my time within the next few weeks or months?
 - c. Are there any other factors, which have changed since my objectives were set which might prevent me from achieving my objectives?
 - d. Are any of the objectives in the progress agreement no longer relevant or achievable as a result of these changes?
 - e. Do I need to identify any new objectives to reflect my new responsibilities?
 - f. Do any of the progress targets require modification?
2. Proposed changes to objectives should be drafted and discussed with the Line Manager.
3. Arrangements should be made with the LM to meet not more than six months from the start of the report period to agree formally any modifications to objectives. The job holder should come to the interview prepared to discuss the progress made towards meeting objectives. The job holder, however, should feel free to discuss their objectives with their LM at any time outside of the formal interviews.

Line Manager's Responsibilities

4. LM must:
 - a. Ensure that objectives are reviewed not more than six months from the start of the report period.
 - b. Discuss the Job Holder's draft proposals for revisions and agree what should be added, modified or deleted.
 - c. Discuss, assess and record progress against objectives.
 - d. Add any newly-identified objectives to the progress agreement.
 - e. Consider whether any further action is required if the job holder is not performing satisfactorily against the objectives.

f. Evaluate any training carried out by the job holder during the reporting period.

5. LM should use the six month review section in the report form to record any changes to the agreed objectives and comment on the extent to which an objective has been achieved at the time of the review.

DEPENDANT PROGRESS REPORT - COMPLETION

SECTION 5 - OVERALL ASSESSMENT/ANNUAL PROGRESS ASSESSMENT

Annual Progress Assessment

1. This section should be **drafted** before the Progress Review Interview. Final completion should take place following the interview.
2. **Achievement of Objectives.** State what progress has been made against objectives. If objectives have not been met explain why and if there were any mitigating circumstances.
3. **Working Relationships.** Describe how they perform as a team member. How well respected, how approachable, helpful and understanding. Give examples of situation(s). How prompt, patient courteous and aware of others needs.

Assessment

4. Comments must reflect any progress and action taken to address developmental needs; any strengths or weaknesses; their management of work, personal effectiveness, drive and determination, reliability under pressure; how the job holder has received and acted on help and guidance and addressed any shortfalls or responded to development needs. Record any areas of disagreement by the job holder.
5. **Further Guidelines:**
 - a. **Management of Work** - extent of planning required in relation to the job purpose. Specify what is planned, whether priorities are met and what happens if not met. Where applicable describe how effectively they plan the work of others. Indicate level of output and quality and how much supervision required.
 - b. **Personal Effectiveness** - State the extent of responsibility. How well do they organise, motivate, develop, delegate. State if effective and economical use of resources is demonstrated and specify what they are, e.g. time, postage, stores. Describe how well they analyse problems and grasp written and oral instructions. Do they look ahead and plan to meet potential problems? Can they come to a sound decision which achieves objectives? Give examples.
 - c. **Drive and Determination** - Do they get things done despite the difficulties? How energetic, enthusiastic and successful are they? State any difficulties they overcame. How they reacted and what they were able to achieve.
 - d. **Reliability under Pressure** - State what the pressures were, if none then make that clear in the comments. State how they reacted in situations, examples of work produced and objectives achieved because of or despite pressures.
6. The Progress Assessment is to be drafted by the LM before the progress review Interview and is designed to aid the discussion between the LM and job holder.

THE PROGRESS INTERVIEW

7. During the interview the following must be discussed:
- a. **The Achievement of Objectives.**
 - (1) To what extent were the objectives achieved.
 - (2) What circumstances prevailed that resulted in the objectives not being achieved or only partially achieved.
 - (3) The job holder should not be penalised if objectives were not achieved for reasons outside their control.
 - b. **Rating of Overall Progress.**
 - (1) Refer to the notes on the Form.
 - (2) If the job holder is unhappy with the pen picture, the LM should reconsider their comments in the light of the information provided by the job holder.
 - c. **Training**
 - (1) Evaluate any training concluded throughout the reporting period.
 - (2) Identify any improvement in performance as a result of training.
 - d. **The Job and Personal Objectives for the Next Review period.**
 - (1) What objectives are to be carried forward to the progress agreement for the next review period and do they require any amendment?
 - (2) What new main areas of responsibility will the job holder be taking on, if any, and what new objectives will be required as a result?
 - (3) If there is insufficient time to discuss the next period's objectives a further interview must be held within one week of the first interview.

Job Holder's Comments

8. Completion of this section of the form is optional.
9. Where the job holder wishes to exercise their right to comment they should do so after the LM has completed his/her section of the report form, following the progress review interview, and before it is passed to the countersigning officer.
10. The LM should see the job holder's comments before passing the form to the countersigning officer.
11. There will be further opportunity for the job holder to add comments after they have seen the countersigning officer's comments and before the report is signed for the last time.
12. The job holder's comments section is not to be used to submit an appeal against the overall progress assessment or a grievance against any other aspect of the progress review. Separate submissions are required for this. The procedure for this is detailed in this FSI(G) at Sub Section 10.

Countersigning Officer's Comments

13. The countersigning officer should review the LM assessment and then provide his/her own comments and overall progress assessment. It is crucial that the countersigning officer has a good understanding of the job holder's area of work and their level of performance.

14. It is also important that the job holder's comments on the LM progress assessment are read carefully and a discussion with the job holder must be held if one is requested.

15. Good practice would predicate that a discussion with the job holder was held anyway. The countersigning officer is required in his section of the report to say whether they have done so or not.

16. If the countersigning officer's comments disagree with any of the assessments given by the LM, particularly the overall assessment, the countersigning officer must discuss the reasons why with the LM and the job holder. The comments provided by both parties must be taken into consideration before the countersigning officer finally decides upon his/her assessment.

DEPENDANT PROGRESS REPORT - COMPLETION

SECTION 6 - COMPLETION AND RECEIPT

1. **Confirmation of Completion.** The Job Holder must confirm that they are satisfied, or not as the case may be, with the full report before signing the report for the final time.
2. The Countersigning Officer must then sign the report, only if the employee is dissatisfied with the report, before it is sent to the LEC HR . If the Countersigning Officer wishes to make any written comment regarding the employee's dissatisfaction, this must be appended to the report.
3. Once the report has been received by LEC HR, the OC is to confirm that the report has been completed correctly and in accordance with the procedures contained within FSI(G) 8002. Thereafter the report is to be placed on the Job Holder's P file. The report(s) will be returned to the Job Holder at the end of their final employment as part of an overall Leaving Pack.
4. On receipt of the completed report at the end of the reporting period the LEC HR is to immediately forward a blank report to the unit covering the next reporting year.

THE PROGRESS REPORT INTERVIEW

1. During the interview the following must be discussed:
 - a. **The Achievement of Objectives.**
 - (1) To what extent were the objectives achieved.
 - (2) What circumstances prevailed that resulted in the objectives not being achieved or only partially achieved.
 - (3) The Job Holder should not be penalised if objectives were not achieved for reasons outside their control.