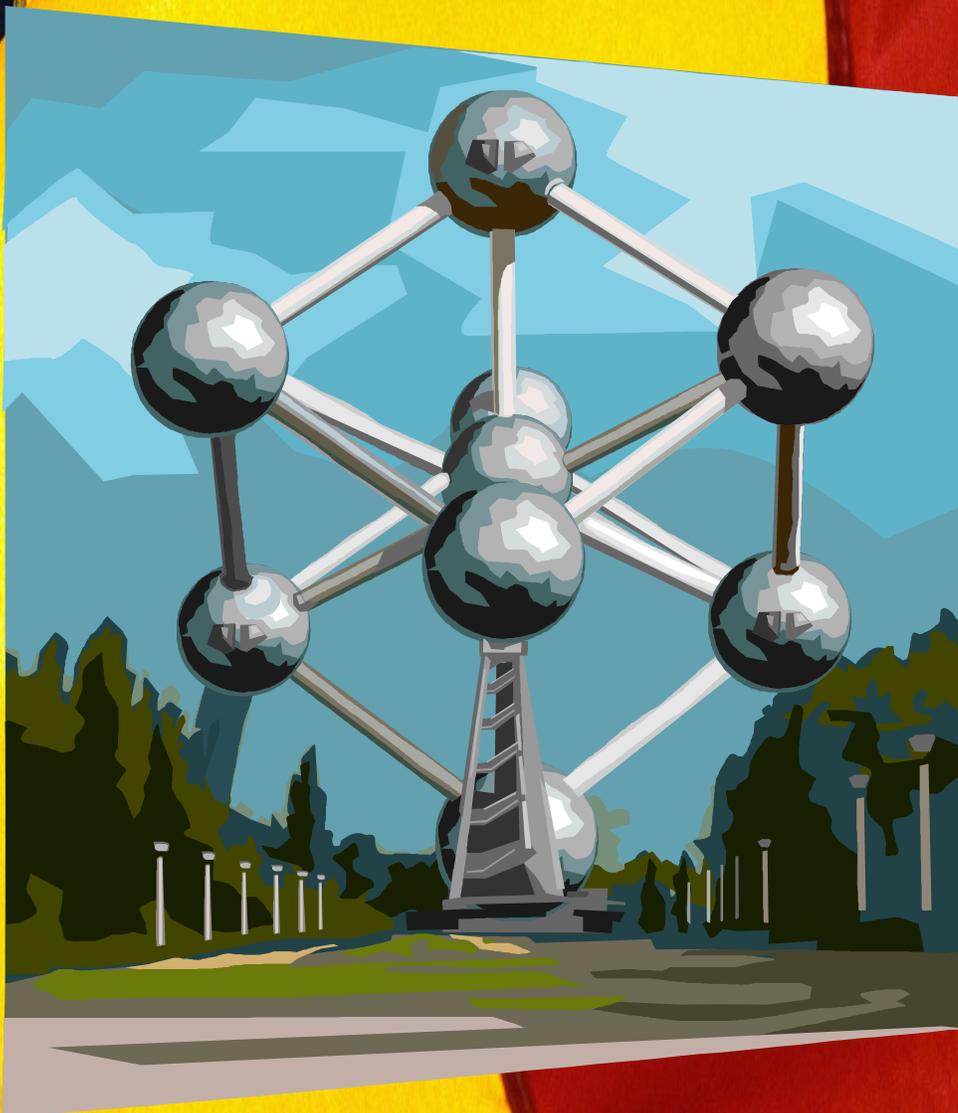


Host Nation

Labor Regulation



1 June 2010

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English Version

**Headquarters
U.S. Army Garrison Benelux
Unit 21419
APO AE 09708-1419**

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1 June 2010

Civilian Personnel

LABOR REGULATION

** This publication supersedes 80th ASG (NSSG) Pamphlet 600-1(E), 1 April 2005, which is obsolete..*

For the Commander:

**VON JOSE' ROBERTS
Deputy to the Garrison Commander**



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Director Human Resources

Summary. This publication provides guidance to Management and Host Nation (HN) employees on conditions of employment and labor-management relations. It is an extension of the agreement reached in Brussels on 1 July 1968 between the Belgian Ministry of Defense (BMOD) and Headquarters, United States Army, Europe and Seventh Army (USAREUR) on personnel employed through the auspices of the BMOD and utilized by U.S. Forces on Belgian territory. Each U.S. Forces employee must receive a copy of the Labor Regulation as part of the work contract.

Summary of Changes. Changes pertain to Article 14 and Appendix R (highlighted in yellow).

Applicability. This publication is applicable to all HN personnel employed by U.S. Forces in Belgium.

Proponent. The proponent of this publication is the Benelux Civilian Personnel Advisory Center, ATTN: PECP-EUR-F, Unit 21419, APO AE 09708, DSN 361-5467 or Commercial 068 / 27 54 67.

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TABLE OF CONTENTS

CHAPTER1: General provisions

<u>Article 1: Introduction</u>	<u>1</u>
--------------------------------------	----------

CHAPTER2: Recruitment, Promotion and Termination

<u>Article 2: Recruitment conditions</u>	<u>2</u>
<u>Article 3: Promotions</u>	<u>2</u>
<u>Article 4: Probation period</u>	<u>3</u>
<u>Article 5: Termination of employment contract.....</u>	<u>3</u>
<u>Article 6: Suspension of contract</u>	<u>4</u>

CHAPTER3: Hours of Duty

<u>Article 7: Regular work hours</u>	<u>5</u>
<u>Article 8: Flexible Work schedules</u>	<u>5</u>
<u>Article 9: Part-time work.....</u>	<u>6</u>
<u>Article 10: Emergency work and alert status</u>	<u>6</u>

CHAPTER4: Pay

<u>Article 11: Principles of remuneration</u>	<u>8</u>
---	----------

CHAPTER5: Allowances

<u>Article 12: English language allowance</u>	<u>12</u>
<u>Article 13: On-call.....</u>	<u>12</u>
<u>Article 14: Transportation allowance</u>	<u>13</u>
<u>Article 15: Overtime and compensatory time</u>	<u>15</u>
<u>Article 16: Compensation for Flexible Work schedules</u>	<u>16</u>
<u>Article 17: Night work</u>	<u>16</u>
<u>Article 18: Meal allowance</u>	<u>16</u>
<u>Article 19: Pay differential and Detail</u>	<u>17</u>
<u>Article 19bis: Awards</u>	<u>17</u>
<u>Article 20: Temporary Duty Travel.....</u>	<u>17</u>
<u>Article 21: Severe working conditions and work above a certain height.....</u>	<u>17</u>
<u>Article 22: Allowance for driving and maintenance of official vehicles</u>	<u>18</u>
<u>Article 22bis: Allowance for funeral expenses</u>	<u>19</u>
<u>Article 22ter: Clothing expenditure for motor vehicle operations</u>	<u>19</u>

CHAPTER6: Leave Provisions and Holidays

<u>Article 23: Normal rest days and holidays</u>	<u>24</u>
<u>Article 24: Annual leave (AL)</u>	<u>25</u>
<u>Article 25: Reduction of Work Time System (RW).....</u>	<u>26</u>

[Article 26: Leave for special events..... 27](#)
[Article 27: Leave for circumstances outside employee control \(SF\)..... 29](#)
[Article 28: Exemption of duty for blood/bone marrow donors..... 30](#)
[Article 29: Preventive leave \(contagious disease\)..... 31](#)
[Article 30: Leave without pay 31](#)
[Article 31: Maternity leave 32](#)
[Article 31bis: Paternity leave..... 32](#)
[Article 32: Interruption of Career Program..... 33](#)

CHAPTER7: Absences

[Article 33: Absence due to incapacity to work 34](#)
[Article 34: Labor physician medical examination- duty resumption..... 35](#)
[Article 35: Work accidents..... 36](#)
[Article 36: Unjustified absences 37](#)
[Article 37: Excused absences 37](#)

CHAPTER8: Discipline, Appeals and Grievances

[Article 38: Disciplinary actions and appeal procedure 38](#)
[Article 39: Termination for serious offense 41](#)
[Article 40: Grievance procedures..... 43](#)
[Article 41: Position classification complaints and appeals 44](#)
[Article 42: Violence, Moral and Sexual Harassment in the Workplace 45](#)
[Article 43: Damage/Loss of property, Theft, and Security 49](#)
[Article 44: Use of telephone, e-mail, and Internet 49](#)
[Article 45: Use of Camera at the Workplace 49](#)

CHAPTER9: Suggestions

[Article 46: Suggestions 50](#)

CHAPTER10: Supervisory Responsibilities

[Article 47: Supervision of labor and supervisory duties 51](#)

CHAPTER11: Labor Relations

[Article 48: Labor relations and employee elected representatives..... 52](#)
[Article 49: Committee for prevention and protection at work..... 52](#)
[Article 50: Labor medical service 53](#)
[Article 51: Addresses of Labor control offices 53](#)

[APPENDIX A. Termination of Employment Contract \(3 July 1978 Law\)..... 54](#)

[APPENDIX B. Suspension of the Contract..... 57](#)

[APPENDIX C. Organizations which do not observe SHAPE Holiday Schedule..... 61](#)

[APPENDIX D. Official Bulletin Boards 62](#)

[APPENDIX E. Housing and Residence Allowance 64](#)

[APPENDIX F. Meal Allowance 65](#)

[APPENDIX G. Pay Differential and Detail..... 67](#)

[APPENDIX H. Severe Working Conditions – Hot and cold temperatures 69](#)

[APPENDIX I. Annual Leave Carry-Over Procedures..... 70](#)

[APPENDIX J. Documentation required for Special Leave Categories..... 71](#)

[APPENDIX K. Use of telephone, e-mail, and Internet 73](#)

[APPENDIX L. Table of Penalty 76](#)

[APPENDIX M. Violence, Moral, and Sexual Harassment – Trustees 79](#)

[APPENDIX N. Elected Employee Representatives..... 80](#)

[APPENDIX O. Employee Representatives to the Committees for Prevention and 81](#)
 Protection at work

[APPENDIX P. Useful Information..... 82](#)

[APPENDIX Q. Reduction in Force \(RIF\) Procedures..... 83](#)

[APPENDIX R. Index 84](#)

[APPENDIX S. Voluntary Reduction of Work-time- Interruption of Career Program 85](#)

[APPENDIX T. Approval of the Labor Regulation..... 87](#)

[APPENDIX U. Alphabetical Index..... 88](#)

CHAPTER 1

GENERAL PROVISIONS

Article 1 - Introduction

1. Personnel hired under the provisions of the present agreement are contracted for, administered, and, as required, dismissed by the Belgian Ministry of National Defense (General Administration, Human Resources) Quartier Reine Astrid, Rue Bruyn, 1120 Bruxelles, acting in the name and on behalf of the U.S. Government, which is the employer.
2. Personnel hired under this agreement may not under any circumstances, even temporarily, become, through this hiring, civil servants, temporary civil servants or statute workers of the Belgian State.
3. The Labor Regulation is an extension of the agreement reached in Brussels on 1 July 1968 between the Belgian Ministry of Defense (BMOD) and the Headquarters, United States Army, Europe and Seventh Army (USAREUR) on personnel employed through the auspices of the BMOD and utilized by U.S. Forces on Belgian territory.
4. Personnel hired under this agreement have the right to become members of the union of their choice.
5. The term "USAG Benelux" used in this publication is the abbreviation for "U.S. Army Garrison Benelux", which is the U.S. Army support unit for NATO and SHAPE in the Benelux.

CHAPTER 2

RECRUITMENT, PROMOTION, AND TERMINATION

Article 2 – Recruitment Conditions

1. For the Belgian recruiting procedure for Host Nation positions, the following candidates will be considered: European Union (EU) and North Atlantic Treaty Organization Nationals (NATO) residing in Europe. U.S. Citizens may not be taken into consideration.
2. Job applications must be submitted to the Civilian Personnel Advisory Center (CPAC), which will refer candidates according to professional qualifications. The referral list of candidates will then be forwarded to the management official responsible for making the final selection. Priority will be given to EU Nationals. In the absence of qualified EU Nationals, qualified and eligible applicants will be considered in accordance with published CPAC procedures.
3. Candidates must possess good conduct and morals. They must obtain and maintain, at all times, a favorable security clearance during the duration of their employment contract.
4. Candidates must also possess the physical qualifications required by the job applied for. Each candidate must undergo a pre-hiring physical examination done by the Labor Physician who will determine whether the candidate is fit for duty. Travel costs incurred as a result of this examination are paid by candidates.

Article 3 – Promotions

1. Authority. The appropriate local commander may appoint qualified employees or delegated appointed authority to a higher graded position.
2. Process.
 - a. Promotion opportunities will be publicized and announced by the appropriate CPAC in accordance with established merit promotion procedures. Interested employees should submit their applications to the appropriate CPAC.
 - b. Screening of applications will be done by CPAC considering only the applicant's qualifications, education and experience as they relate to the job requirements.
 - c. Promotions will be documented in an addendum to the employee labor contract and will become effective on the first or 15th of the month following the approval of the promotion.

Article 4 – Probation Periods

1. White Collar Employees. As a general rule, white collar employees will be hired for an indefinite period of time. However, they must first complete a six month probation period if their annual pay (including cost of living index) does not exceed EUR 19,300 (rate without the index - See Appendix R paragraph 3, Index), or a one-year probation period if it exceeds this amount. This amount will be adjusted annually in accordance with the Law of 3 July 1978. If an employment contract is suspended during the probation period, the probation period will be extended by a period equal in length to the suspension. During the probation period, and without prejudice to management's right to terminate the contract for a grievous offense, employment may be terminated at any time by either party, provided written notice is given seven days in advance. The notice period may not begin earlier than the seventh day preceding expiration of the first month of employment. (See Appendix A, Termination of Employment Contract, for notification procedures and Appendix B, Suspension of Contract, for suspension cases).
2. Blue Collar Employees. Blue collar employees must complete a 14-day probation period once they begin employment. If the contract is suspended during the probation period, the probation period will be extended by a period equal in length to the suspension period. However, this extension shall not exceed seven days. During the first seven days of the probation period, the contract may not be terminated except for a grievous offense.

Article 5 – Termination of Employment Contract

(See Appendix A)

1. Except in case of a grievous offense or for sufficient reason within the meaning of Article 38 of the Belgian Law of 3 July 1978, the employer may not terminate the contract unilaterally during:
 - a. The period of the employee's draft or recall into the Armed Forces, starting on the day the employer was informed of the date by the employee.
 - b. The month following the end of any mandatory military service.
 - c. An employee's pregnancy from the date the employer is notified (e.g., through a medical certificate) that the employee is pregnant, through the 30th day after expiration of maternity leave.
2. After the probation period, and except in case of a grievous offense within the meaning of Article 35 of the Belgian Law on labor contracts dated 3 July 1978, the contract may be terminated by either of the parties by giving appropriate notice or by the payment of an indemnity as prescribed by law.
3. During the notice period, employees may absent themselves twice per week to seek new employment, provided the total weekly absence does not exceed one work day. If the annual remuneration exceeds EUR 16,100 (basic rate), the employee is allowed one absence per week to seek new employment, provided the total weekly absence does not exceed one half day per week; however, during the last six

months of the notice period, this amount increases to two absences per week, for a maximum of one full work day of absence. The EUR 16,100 amount will be adjusted annually in accordance with the Law of 3 July 1978.

4. When an employee is absent from work due to sickness or accident for a period exceeding six consecutive months without interruption, the employer may terminate the contract at any time by paying to the employee a severance pay indemnity equal to the salary due for the termination notice period or the part of the period that has not yet expired.

5. Upon termination of employment, the employee will return to the supervisor any protective clothes, documents such as USAG Benelux Installation Cards or/and SHAPE ID cards, Government purchased train tickets or any other Government property issued to him for the performance of his duties.

Article 6 – Suspension of Contract

1. Employment contracts are suspended during those periods specified by law (See Appendix B, Suspension of the Contract).

2. In accordance with Article 38 of the Law of 3 July 1978, and in the cases set forth in this Article, the notice period runs during the suspension if the employee resigns before or during a period of suspension of the contract. If management terminates the employment contract prior to or during the suspension period, the notice period is tolled for the duration of the suspension period.

CHAPTER 3

HOURS OF DUTY

Work-time is the time during which employees are at the disposal of the employer. The schedules listed below are the normal work schedules for the different categories of listed personnel.

Article 7 - Regular Work Hours

1. The normal workweek in Belgium is 38 hours long spread over 5 days. However, the normal workweek for HN employees of the U.S. Forces is 40 hours long, unless otherwise agreed between Labor and Management. Special compensatory time off for the extra two hours per week is granted to HN employees under the provisions of a policy agreed upon by the USAG Benelux management and HN Elected Representatives, and specified in Article 25 (Reduction of Work Time System) below.
2. As a general rule, the normal workday is 8 hours long. Normal duty hours are from 0830 to 1730 hours on Monday through Thursday, and from 0830 to 1615 hours on Friday. The lunch break is 45 minutes long. Lunch breaks are not considered when calculating the amount of time worked by an employee.
3. Work schedules and lunch breaks may be modified pursuant to specific agreements between Management and individual employees or between Management and the Elected Representatives. Individual agreements will be placed in the employee's Official Personnel Folder (OPF). To be noted that the lunch break may not be less than 30 minutes.
4. Rest periods. When the daily tour of duty exceeds 6 hours, the employee is authorized 30 minutes of rest time (coffee break, cigarette break...). The rest time is taken in short periods spread over the workday. Each period will in no instance exceed 15 minutes. Rest periods are considered duty time and are included in the daily tour of duty. They may neither immediately precede nor be a continuation of the lunch period. They may not be carried over to the next day. Each Director has the authority to establish his/her own requirements for the taking of rest periods, in coordination with the CPAC and the elected employee representatives, if required. To be noted that mission has priority over rest periods.

Article 8 - Flexible Work Schedules

1. Those employed in retail sales, hospitals, transportation, fire department, restaurants/clubs, as guards, or in other positions requiring a flexible work schedule, may be required by management to work:
 - a. Minimum 3 hours maximum 10 hours per day, except for work in consecutive shifts or continuous work. There will be at least 11 hours of rest between two work periods.

- b. Maximum of 50 hours per week.
 - c. Maximum of 152 hours during a four-week period in accordance with procedures agreed upon with the USAG Benelux HN Elected Representatives.
 - d. However, work schedules and lunch breaks may be modified pursuant to specific agreements between Management and individual employees or between Management and the Employee Elected Representatives. Individual agreements will be placed in the employee's Official Personnel Folder (OPF).
2. When possible, copies of work schedules will be distributed to employees at least two weeks in advance and be posted on bulletin boards identified in Appendix D (Official Bulletin Boards).

Article 9 – Part-Time Work

1. The workweek for part-time employees will not exceed 37 hours.
2. Part-time employees will be notified of their particular work schedules, in writing, by the supervisor at least five working days in advance. These work schedules copies of work schedules will be distributed to employees at least two weeks in advance, when possible.
3. If they request it, part-time employees will have priority to obtain a full time position that becomes vacant and for which they qualify. This, as long as the vacant position is of the same nature as the one the part-time employee already occupies and it requires the same qualifications as the ones the employee already possesses. The grade of the full time position will be equivalent to the currently held part-time position.
4. Hours worked in excess of the number of work hours specified in the employee's contract, and which do not exceed 38 hours, are complementary hours and are paid at the normal pay rate. Hours in excess of 38 hours per week will be paid or compensated at the overtime pay rate in accordance with Article 15 (Overtime and Compensatory Time).

Article 10 – Emergency Work and Alert Status

1. Emergency Work. Both the daily and weekly limits listed in Article 7, paragraphs 1 and 2 (Regular Work Hours), Article 8, paragraph 1 (Flexible Work Schedule), and Article 9 (Part-time Work) may be disregarded to prevent accidents or damage to buildings and equipment, or disruption of operations. Management will provide transportation (if available) in accordance with Article 14 (Transportation Allowance) to personnel involved in emergencies, and if necessary, provide the opportunity for meals in accordance with Article 18 (Meal Allowance).

2. Alert Status. If the U.S. Forces stationed in the Benelux are placed on alert status or mobilized, this will be considered an emergency situation requiring the services of designated mission essential employees and other employees. Employees will receive all pay and benefit entitlements during such periods.

CHAPTER 4

PAY

Article 11 – Principles of Remuneration

1. *Pay Setting.* Pay rates will be determined by the competent U.S. authorities (USAREUR G1). At minimum four-year intervals, they will conduct a full wage and benefit survey using data from the Belgian private sector pay and benefits. These data will be analyzed and the pay set in accordance with the Department of Defense Manual for Foreign National Compensation, DoD M 1416.8-M, Chapter 8 and the Army in Europe Regulation 690-530-1. The information at paragraphs 2, 3, and 4 of the present article is a summary of the essential points of the Army in Europe Regulation 690-530-1.

2. *Pay Scales.*

a. *For White Collar Employees (BA).* The pay schedule is designed with 13 pay grades. Each pay grade is divided into 10 steps. (See definition of a “step” at paragraph 3)

b. *For Blue-Collar Employees (BB).* The pay schedule is with 7 pay grades and 7 steps per grade. (See definition of a “step” at paragraph 3)

c. *Special Salary Rate for Certain Scarce Skilled Blue Collar Positions.* In order to attract and retain skilled employees, a Special Rate is authorized for occupational series 2601, 2810, 5306, and 5309 at the grade level BB-5. This special pay rate is called BB-5A

d. *Leader Supplement.* Blue collar leader (BL) positions are compensated by paying a functional allowance in addition to the regular wage for the occupation. This supplement amounts to 12.5% of the Step 2 rate of the grade of the occupation.

3. *Step Increases and Waiting Periods.*

a. *Definition.* A step increase (also called within-grade (seniority) increase) is an increase in the employee’s grade by advancement to the next step based on the employee’s seniority. There are a total of 10 steps for the white collar pay scales and 7 steps for the blue collar pay scales.

b. Step increases are effective on the first of the month following the month in which the seniority is accrued.

c. The waiting periods from one step to the other are as follows:

Step Increase Waiting Periods			
White Collar		Blue Collar	
To	Period	To	Period
Step 2, 3, 4	1 year	Step 2	1 year
Step 5, 6, 7	2 years	Step 3, 4, 5	2 years
Step 8, 9, 10	3 years	Step 6, 7	3 years

d. *How to determine the start of the waiting period.*

(1) For an Initial Contract: The waiting period starts as of the date of the employee’s appointment.

(2) After promotion or a change to lower grade, employees will serve a new complete waiting period for the next step increase.

4. Determining Pay Rates.

a. *New Appointment:* The pay rate for an employee who has never worked for the U.S. Forces will be set at the minimum rate of the grade to which appointed, i.e. step 1.

b. Pay on simultaneous actions is set in the order that gives the employee the maximum benefit. For instance, if a step increase and a promotion occur at the same time, the step increase will be granted prior to the computation of the promotion.

c. *Promotion.* A promotion means a HN employee’s movement from one grade to a higher grade.

(1) For White Collar Employees: Pay will be set at the lowest step in the new grade that provides an increase of at least *two* steps within the grade from which promoted. This means that one takes the employee’s current grade and step; one adds two steps to the current step. The salary value which corresponds to the new step is reported on the new grade/pay scale to a step which corresponds at least to this value.

(2) For Blue Collar Employees: Pay will be set at the lowest step in the new grade that provides an increase of at least *one* step within the grade from which promoted. This means that one takes the employee’s current grade and step; one adds one step to the current step. The salary value which corresponds to the new step is reported on the new grade/pay scale to a step which corresponds at least to this value.

d. *On Reassignment From a BC Position to a WC Position or Vice Versa.* Pay will be set at the lowest step in the new grade that provides an increase. If the current rate of pay exceeds the rate of the top step in the new grade, the employee will be entitled to pay retention. To be noted that the pay that is taken into consideration for pay setting purposes for a change in pay schedule **ONLY** is the *total cash*, i.e., annual basic salary plus the end of year bonus and the vacation bonus.

e. *Change to Lower Grade Based on Inadequate Performance or Disciplinary Action.* The employee's pay will be fixed at the rate of the new grade that does not exceed the existing rate of the basic pay. If it falls between two steps of the lower grade, pay will be set at the lower step. If it exceeds the top step of the lower grade, pay will be set at the top step of the lower grade.

f. *Change Initiated by the Employee.* An employee who voluntarily accepts a change to a lower grade will have pay set as close to his/her current rate of basic pay as possible. If the current rate of pay falls between two steps in the new grade, pay will be set at the higher grade.

5. *Cost of Living Index (COLI).* Wages and allowances will be subject to fluctuations of the Belgian consumer price index in accordance with the Law of 2 August 1971, except as otherwise indicated in this regulation. Wages and allowances specified in employment contracts are calculated at the salary rate at 100% (COLI not included). COLI adjustments become effective on the date set by Belgian authorities. To find out which COLI is applicable, please see Appendix R.

6. *Housing and Residence Allowance.* (See **Appendix E**) In compliance with the Royal Decree of 30 January 1967, as amended, employees will receive housing or residence allowance provided their salary is less than the ceiling set in the Royal Decree.

7. *End-of-Year Bonus.* Employees will receive an end-of-year bonus, which is computed in accordance with the provisions published each year by the Belgian Ministry of Public Administration. This bonus will be paid on the first work day following 15 December.

8. *Meal Vouchers.*

a. The number of meal vouchers granted to each employee is equal to the number of days during which he/she effectively performed his duties.

(1) The employee is NOT eligible for a meal voucher (this list is not exhaustive):

- (a) During legal and official holidays.
- (b) During any full days of work incapacity (sick leave, work accident, maternity leave).
- (c) During full days of annual leave.
- (d) During full days of Reduction of Work time (RW) or of compensatory time off (CT).
- (e) During full days of leave for special family events.
- (f) During full days of duty exemption for blood donation outside the work place.
- (g) During rest days in case of an "Interruption of Career".

(2) The employee is also eligible for a meal voucher (list is not exhaustive):

- (a) When the employee is TDY or participates in training.

(b) When the employee participates in a blood collection organized on the work site and is exempted from duty for the rest of the workday.

(c) When the employee works on a legal or official holiday or on his normal rest day, provided he works at least 3 hours.

(d) In case of union leave.

b. The meal vouchers are delivered at the employee's name and are distributed to him on a monthly basis. The employee or his designee will sign an acknowledgement of receipt.

c. The meal voucher is valid for three months and can only be used to purchase a meal or to buy food ready for consumption. These restrictions will be specifically mentioned on each meal voucher.

d. The portion paid by the employer for each voucher amounts to 4.91 EUR. The portion paid by the employee amounts to 1,09 EUR, which will be deducted from his net salary. Consequently the value of each voucher is equal to 6 EUR. They are not subject to taxation or social security contributions for both employees and employers.

e. The employer has the right to decrease the amount of his share or to increase the amount of the employee's share if the provisions for the exemption of social security taxation on meal vouchers are modified in the future.

9. Minimum Salary. The minimum gross salary for full-time employees 21 years and older is 1040,38 EUR (basic rate at 100%) per month, including the housing or residence allowance.

10. Date and Place of Payment. Remuneration will be paid monthly by the BMOD Financial Administration of Allowances and Salaries (BFAR). Employees may choose to receive payment either by postal check account, to their bank accounts, or by money order forwarded to their home or office address.

11. Pay Slip. After the first payment and upon each change in their remuneration, employees will receive a statement of earnings from the BMOD (AFAR). This statement of earnings will include a justification of the net amount paid.

12. The basic monthly pay is equal to one-twelfth of the employee's basic annual pay increased by the annual housing or residence allowance. The basic daily pay is equal to one thirtieth of the employee's basic monthly pay. The basic hourly pay is equal to 1/1976th of the employee's basic yearly pay.

13. Social Security and Taxes Withholding. Social security contributions and income taxes will be deducted from the employee's pay on a monthly basis. Employees are obligated to immediately furnish to the CPAC all information and modifications of their Family status needed for the computation of taxes.

14. Any disputes concerning the computations or payment of the wages/salary, grants, or allowances will be submitted through the CPAC to the Central Administration for Civilians, Belgian Ministry of Defense.

CHAPTER 5

ALLOWANCES

Article 12 – English Language Allowance

1. Employees who will occupy positions, which require English language proficiency, must pass an English language test to qualify for the position. An allowance is granted to employees who successfully pass the required English language tests with a minimum score of 70%. English language allowance is not payable to employees whose native language is English.
2. Employees, who in the scope of their duties may have to speak English without that English be a job requirement, will be allowed, with their supervisor's approval, to take the English test. If they score at least 70%, they will also become eligible for the English language allowance.
3. The yearly amount is fixed as follows and is subject to COLI: EUR 297.48 (basic rate at 100% to which COLI must be added).
4. The English language allowance will not be granted to employees whose major duties are translation/interpretation from and to English or to employees formerly entitled to the language allowance who are promoted or reassigned to a position where English language proficiency is grade controlling.

Article 13 – On-Call Allowance

1. Employees may be required to be on-call at their domicile, that is, to be available to report immediately to the work site. Employees will be given written notice 48 hours in advance for all scheduled on-call requirements by their supervisor.
2. The payment of this allowance will equal 1.5% of the employee's monthly gross salary per day on-call. The amount will be doubled when on-call assignment is on a Sunday or legal holiday. The word "day" is defined as a period of 24 hours starting when the on-call assignment begins.
3. If called back to work while on-call, the employee will get an additional allowance of 2.23 EUR for each full hour worked. The work time will be compensated as overtime assignment.
4. Travel time from domicile to the work place is not considered as duty time.
5. Employees will not be on-call during their annual leave period. However, with the employee's consent, and on an exceptional basis, an employee may be on-call during his leave period but after normal duty hours and/or during the weekend. What matters is that the employee be reachable and be able to report immediately to the work site

Article 14 – Transportation Allowance

1. A transportation allowance will be granted in accordance with the rates specified below in this Article, when all of the following criteria are met:

- a. Management requires employee to work beyond his normal duty hours.
- b. The employee's arrival at and departure from work occur outside the operating hours of public transportation.
- c. The employee is required to use his own private vehicle to accomplish the travel and consequently incurs additional expenses.
- d. Employees who participate in carpools and who meet the criteria (a) and (c) listed above are also eligible for this allowance.

2. Employees called back to the work site will be provided official transportation, if available, or reimbursed for the use of private vehicle in accordance with paragraph 3 of this Article.

3. Use of Private Vehicle. Personnel not covered by temporary duty orders who use their private vehicle for official business when commercial or Government transportation is not available will be reimbursed at the following rate: **0,3178 EUR** per kilometer in accordance with the Ministerial Circular Number 604 dated 14 June 2010. The Belgian Government updates the rate every 1st July. (See Appendix R, Indexation).

4. A special transportation allowance will be granted to employees, who, as a consequence of a management directed change of duty station, have an additional distance to travel to and from work. If later on, the employee moves closer from his duty location, he will be responsible for informing the CPAC in writing to have his allowance reviewed. The transportation allowance will be computed as follows:

- a. If the employee travels by car, the additional distance is computed by subtracting the employee's daily commuting distance to his former workplace from his daily commuting distance to his new workplace. These distances will be determined by the CPAC in accordance with the official Book of Legal Distances. The CPAC will consider and may approve employee's requests for exceptions to the distance provided by the Book of Legal Distances. The employee will be reimbursed at a rate of 0.1316 EUR kilometers for the additional distance. The allowance will only be paid for days on which the employee reports to his duty station. The allowance will be paid on a quarterly basis.

- b. For employees using public transportation, the allowance will be equal to the weekly or monthly train or bus ticket for the additional distance. The allowance will be paid upon submission of the expired train or bus ticket. The allowance will only be paid for days on which the employee reports to his duty station, unless the employee provides evidence that he purchased a weekly or monthly ticket, which also covered the periods of absence from work.

5. Attending a Medical Examination. Employees will be reimbursed for personal transportation expenses incurred while attending a management-requested medical examination at the Control Physician. It also applies when the employee is required to attend a medical check-up at the Labor Physician and no Government vehicle is available. Reimbursement is made at the rate provided in paragraph 4 (i.e. EUR 0.1316 per kilometer).

6. Season Transportation Tickets. To obtain reimbursement for the employer's share in the price of the season transportation tickets issued by the Belgian National Railways (SNCB), the Belgian National Tramway (SNCV), or the urban/suburban public transportation companies, employees must submit the original expired weekly/monthly/yearly season ticket or the “carte train/trein kaart” to the CPAC at the end of each month, or after expiration of validity of the transportation ticket. The employer’s share is equal to 88% of the amount of the regular season transportation ticket (Ministerial Circular Number 494, published in the “Moniteur Belge” on 9 July 2000). However, in accordance with the agreement between the SNCB and the employer dated 28 January 2005, the employee may come to work by train free of charge: the SNCB pays 20% of the train card and the employer pays the remaining 80%.

7. Use of Bicycle.

a. On The Way To and From Work. In accordance with Royal Decree dated 20 April 1999 and modified by the Royal Decree dated 13 June 2010, HN employees using their bicycle to report to work are entitled to an allowance of EUR 0.20 per kilometer, as long as there is a minimum of 1 kilometer one way from their domicile to their duty station. The use of the bicycle is authorized in conjunction with the use of public transportation. This allowance cannot be cumulated with any of the transportation allowance cited in this Article over the same distance and for the same period.

(1) Employees will first complete the form called “Request for Use of Bicycle To and From Work”. They will submit it to their supervisor for approval. The request will include the precise route the employee will take to report to work, as well as the exact number of kilometers round trip. The employee will have to stick to that itinerary, except in circumstances outside his/her control. The distance covered does not have to be the shortest but will be the most appropriate for cyclists, with a particular interest on safety. This request will be kept in the employee’s official personnel folder at the CPAC.

(2) To obtain reimbursement of the allowance, employee must submit on a monthly basis the form “Allowance Request for Use of Bicycle To and From Work”. It will list the total number of kilometers round trip, covered on a daily basis as well as the total number of days the employee drove his bicycle to work during that specific month. This request must be signed by the employee and verified by his/her supervisor prior to submission to the CPAC.

b. For Mission Requirements. HN employees, having to travel for mission related purposes, may be granted this allowance if authorized to use their bicycle therefore. A similar procedure as the one described here above for the use of a bicycle on the way to and from home will be used. The forms to be completed will be “Request for Use of Bicycle for Mission Requirements” and “Allowance Payment Request for Use of Bicycle for Mission Requirements”.

Article 15 – Overtime and Compensatory Time

1. Basic Principles.

a. *Definition of “Overtime”.* For full time employees, overtime means anything that exceeds the employee’s normal daily or weekly work time. For part time employees, see article 9.

b. With the employee’s concurrence, compensatory time off may be substituted for overtime pay. This means that if the employer decides that the additional time worked will be paid, this decision is not subject to the employee’s approval. Only the decision to grant compensatory time off is.

c. The employee will see to it that he has his supervisor’s approval before he performs overtime.

2. Compensation.

a. *Overtime.* Overtime will be paid at the following rates:

(1) Basic pay, including housing/residence allowance, plus 50% of basic pay (total of 150%) for overtime worked Monday through Saturday.

(2) Basic pay, including housing/residence allowance, plus 100% of basic pay (total of 200%) for overtime worked on Sundays or on legal holidays; in addition, the employee will receive a half-day of replacement time off for overtime of less than 4 hours. If overtime exceeds 4 hours, the employee will receive one full day of replacement time off. Under no circumstances will employees be paid for replacement days off.

(3) Basic pay, housing/residence allowance included, plus 100% of basic pay (total of 200%) for overtime on official holidays.

b. *Compensatory Time.*

(1) One and a half hour for each hour of overtime worked on Monday through Saturday (total of 150%, no additional pay).

(2) Two hours for each hour of overtime worked on Sunday or legal holiday (total of 200%, no additional pay). In addition, the employee will receive a half-day of replacement time off for overtime of less than 4 hours. If overtime exceeds 4 hours, the employee will receive one full day of replacement time off.

(3) Overtime is compensated on an hour-for-hour plus 100% basis (total of 200%, no additional pay) for each hour of overtime worked on official holidays. However, for additional holidays granted by SHAPE/NATO by the Secretary General, the rate of compensation is an hour-for-hour.

Article 16 – Compensation for Flexible Work Schedules

1. Employees whose regular workweek includes a Sunday are entitled to a special allowance of 1/1976th of the basic annual salary, excluding housing or residence allowance, for each hour of work performed on Sunday. In addition, for work performed on a Belgian legal holiday, employees with irregular work schedule will also receive another replacement day or compensatory time equal to the number of hours performed if they worked less than 8 hours. For work performed on a SHAPE or BMOD holiday, these employees will receive a replacement day or compensatory time equal to the number of hours performed if they worked less than 8 hours. However, they are not entitled to the special allowance.
2. Hours in excess of the established number of hours per week or per four-week period are to be compensated or paid at the overtime rate.

Article 17 – Night Work

1. Employees, who in the scope of their regular work schedule perform work between 2000 and 0600 hours (night shift), will be paid, for work performed during that timeframe, at the basic hourly rate, including housing or residence allowance, plus 10%. Overtime performed between 2000 and 0600 hours will be paid using the night work rate established above as the basic salary for computation.
2. Is considered as night work, work performed between 1800 and 0800 as long as work is completed at or after 2200 or at or before 0400.
3. In the event employees are regularly scheduled to perform work that begins between 0200 and 0400 hours, they will be paid for work performed up to 0800 in the morning at the basic hourly rate, including housing or residence allowance, plus 25%

Article 18 – Meal Allowance (See Appendix F)

1. A meal allowance is granted to employees under the conditions set forth in Appendix F (Meal Allowance).
2. This allowance will also be granted to employees who, without travel away from the duty station, are required to work overtime in excess of ten hours during the course of the day (excluding lunch break).

Article 19 – Pay Differential and Detail

(See Appendix G)

In accordance with the policy set forth by the CPAC, a pay differential allowance for the performance of higher-level duties may be granted to employees temporarily performing higher level duties for a period of at least thirty days.

Article 19bis – Awards

HN employees may receive honorary or monetary award for their work performance. The applicable regulation is the Army Regulation 672-20, Incentive Awards.

Article 20 – Temporary Duty Travel

1. Temporary duty travel inside and outside Belgium will be paid in accordance with and at the rate applicable in the Joint Travel Regulation.

a. *Within Belgium.* Temporary duty travel inside Belgium requiring an overnight stay will be paid at 90% of the rate applicable to U.S. DoD civilian employees.

b. *Outside Belgium.* Temporary duty travel outside Belgium to include that portion of travel from the permanent or temporary duty station in Belgium to the border and return will be paid at the rates (100%) applicable to U.S. DoD civilian employees.

2. Travel time outside regular work hours will be compensated at the overtime rate.

Article 21 – Work Above a Certain Height Severe Working Conditions

1. Employees who have to perform duties above a certain height without the protection of railings will receive a flat amount of: EUR 0.80 per hour for duties performed above 16 meters but below 120 meters; EUR 1.19 per hour for duties performed above 120 meters but below 200 meters; EUR 1.59 per hour for duties performed above 200 meters.

2. An amount of EUR 0.1735 will be granted for each hour during which employees are required to perform unsanitary work, where protective equipment is determined insufficient to eliminate the severe work condition. Examples of this include maintenance of sanitary installations, pits, ditches, and sewers; spray gun painting; handling toxic materials or soiled linen; working in very high or very low temperatures (refrigerators or boilers). The Labor Physician and Safety Officer/Technician will make the

determination on the sufficiency of protective equipment. In cases of cold and hot temperatures, Appendix H (Severe Working Conditions) establishes the criteria for payment. Employees will submit requests for this allowance through their supervisors to the CPAC.

Article 22 – Allowance for Driving and Maintenance of Official Vehicles

1. A driving allowance is granted to employees for driving and maintaining official vehicles in addition to performing their regular duties. This allowance is not payable to employees who are assigned to positions of Motor Vehicle Operator or Equipment Operator. “Vehicle” includes vehicles with more than 5 passengers (driver included), pickups, 3/4 ton trucks and greater; but does not include vehicles with 5 passengers or less; tractors and other specialized equipment normally operated by equipment operators.
2. The amount of the allowance will be based on the number of miles recorded on the trip ticket. The rate per mile is set at EUR 0.02.
3. Each driver must fill out their trip ticket properly and must perform satisfactory maintenance on their vehicle to include the following:
 - a. *Daily Checks.* Radiator coolant level, battery electrolyte level, oil level, tire pressure, lights, windshield wipers, brake pedal, free travel, fire extinguishers and first aid kits, spare tire, indicator gauges, fan belt; keeping battery free of corrosion and ensuring battery cables are firmly attached; the back of each truck will be emptied of all materials at the end of each work day, unless the materials are required for work on the next day.
 - b. *Weekly.* The inside (driver’s) compartments of all vehicles will be thoroughly cleaned and if weather permits the vehicles will be washed.
4. The payment of a driving allowance is contingent upon an employee’s accident-free driving record. The allowance may be temporarily suspended if the employee has had an accident and is found at fault. The duration of the suspension is contingent upon the amount of the repair:

Amount of the damage	<i>duration of the suspension(to be applied during a period of normal entitlement, not during the suspension of the driving license)</i>
0 to 1000 dollars	1 month
1001 to 2000 dollars	2 months
2001 to 3000 dollars	3 months
3001 to 4000 dollars	4 months

4001 to 5000 dollars	5 months
5001 to 6000 dollars	6 months
Over 6001 dollars or total loss	1 year

5. The suspension will be **doubled** if the employee had two accidents at fault and the interval between the 2 accidents was between **6 months to one year**.
6. The suspension is **tripled** if the employee had two accidents at fault and the interval is less than **6 months**.
7. Beside the suspension of the allowance, the supervisor will also examine the need to take disciplinary actions against the employee based on the circumstances and the frequency of the accidents. The employee has the right to file an appeal against the decision to suspend the allowance and/or the disciplinary action in accordance with article 38 and 40.
8. Payment requests will be submitted by the supervisor at the end of each month to the CPAC. Requests are reviewed and approved by CPAC and forwarded to BMOD for payment.

Article 22bis – Allowance for Funeral Expenses

1. When a HN employee dies, an allowance is paid to the person (s) that has/have to cover the funeral costs (normally the Family). To be eligible for the allowance, the employee must have been in service, or on sick leave or in the Interruption of Career Program at the time of his death.
2. The allowance amounts to one month of the employee's last gross salary, with a maximum of 2 675.5 EUR Gross.

Article 22ter –Clothing Expenditure for Motor Vehicle Operators

Motor vehicle Operators – VIP MISSION

1. *Policy.* Motor Vehicle Operators of the Transportation Motor Pool (TMP), USAG Benelux, Belgium, are authorized the payment of an allowance with which they can buy or maintain the prescribed suitable clothes necessary to perform VIP missions, provided the following requirements are met and the allowance is in the limits set forth at paragraph 3 below.
2. *Definition of “VIP” Mission.* For the purpose of this regulation, a “VIP” is defined as a General Officer, a Senior Executive Servant (SES) or above. “VIP” also includes Ambassadors, Senators or other U.S. dignitaries whose presence is required at meetings at NATO or SHAPE. It also includes the USAG Benelux and the USAG Brussels Commanders, as well as the U.S. National Military Representative. Every time a motor vehicle operator is required to support a mission involving a VIP and his entourage, this mission will be considered as a VIP mission.

3. Maximum Allowance Amount.

a. The initial maximum yearly allowance amount will not exceed 600 EUR.

b. The maximum allowance amount for the subsequent years will be based on the number of VIP missions performed by the Motor Vehicle Operator (MOV) over the preceding fiscal year. The computation of the number of VIP missions performed by the employee will be done by the Transportation Officer at the end of each fiscal year.

(1) For a MVO who performed 50 VIP missions or more over the year; 300 EUR for the second year and 600 EUR for the third year. This means the employee will be authorized the highest allowance amount every two years.

(2) For a MVO who performed more than 25 but less than 50 VIP missions; 200 EUR for the second year, 200 EUR for the third year and 600 EUR for the fourth year. This means the employee will be authorized the highest allowance amount every 3 years.

(3) For a MVO who performed 25 VIP missions or less; 200 EUR for the second, third and fourth year, and 600 EUR for the fifth year. This means the employee will be authorized the highest allowance amount every 4 years.

(4) A MVO who is permanently assigned to a VIP will be authorized a maximum allowance of 600 EUR every year.

(5) For MVOs who are hired under a temporary contract, the annual maximum allowance amount they will be authorized will be pro-rated according to the duration of their employment contracts.

4. Types of expenses covered.

a. The purchase of clothes limited to: a dark grey, dark blue or black suit jacket; plain black, dark blue, grey or beige coat or raincoat, classical type (not an anorak); dark grey, light grey, dark blue or black trousers; plain white or blue shirts; striped or plain color ties; black city shoes.

b. The cleaning and the repair of the above items.

c. The size/length adjustment expenses required at the time of the purchase.

5. Allowance administration.

a. At the end of each fiscal year, the Transportation Officer will compute the number of VIP missions performed by each TMP MVO during the elapsed fiscal year. He will consequently determine their entitlement for clothing allowance in accordance with paragraph 3 above. The Transportation Officer will forward, through the Director of Logistics (DOL), to the Benelux Civilian Personnel Advisory Center (CPAC), a request for payment of the authorized amount to the employee. The request will be submitted to the CPAC no later than 15 October. CPAC will review the requests and forward them to the Belgian Ministry of Defense for payment to the employee.

b. During the fiscal year, employees will keep originals of receipts showing their expenses (clothing, cleaning/repair/adjustment). Evidence of actual costs will be submitted by the employees to the Transportation Officer for a post-audit by 15 September each year.

c. Their submission will list the type of expenditures, the date of the purchase and the amount claimed. Proper justification of the employee's actual expenses will be attached to the submission. "Proper justification" means an *invoice* showing the employee's name, the name of the store, the date and the specific details of the purchase. MOVs will ensure that all articles purchased conform in design, fit and color to the standards and specifications as established at paragraph 4 above.

d. If at the end of the Fiscal Year, after the post-audit, it appears that the employee did not use up the amount of the allowance he received, the Transportation Officer will request the CPAC to recoup the unused amount from the employee's next advance estimated amount and/or from the employee's next monthly pay check, if the amount to be recouped is higher than the next estimated amount.

e. If the employee departs the organization before the end of the fiscal year, the post audit will be performed at the time of his departure.

6. Employees' obligations.

a. Employees will keep clothing neat and clean. Supervisors will do random spot checks. Employees who fail to dress professionally for their missions will be subject to disciplinary action as provided for at Article 38 of the Host Nation Labor Regulation. The supervisor may also decide to suspend, or deny the payment of the allowance or retrieve the amount, if the employee does not comply with the instructions regarding professional appearance while performing VIP missions.

b. In case of fraud in entitlements, the employee will be subject to appropriate adverse actions.

UNIFORM ALLOWANCE FOR HOST NATION FIREFIGHTING PERSONNEL

1. Purpose. This prescribes the provisions for authorizing the payment of uniform allowances to HN civilian Fire Department Personnel employed with the U.S. Army in Belgium.

2. Scope. This applies to HN civilian fire fighters employed at Army Fire Departments in Belgium including the positions of fire chief, assistant fire chief, crew chief, driver-operator, fire fighter, fire fighter trainee, and fire protection inspector. This regulation does not address personal protective equipment (PPE), such as turnout gear safety shoes, as well as to badges and other insignia. These items will always be directly procured by the fire department and issued to personnel.

3. Policy. HN fire fighters will be uniformed for the purpose of ready identification in the performance of official duties. They will receive the prescribed clothing free of charge or, if it cannot be provided free of charge; employees will be paid an equivalent amount with which to buy the clothes.

4. Uniform Standards and Specifications. The responsible Commander, through his Department of Emergency Services (DES) or Fire Chief will use those sections of AR 670-10, Furnishing Uniforms or Paying Uniform Allowances to Civilian Employees, which pertain to the civilian fire fighter uniform for guidance on type, number and other specifications of required items of clothing. Items to be provided or

to be purchased will be limited to the basic occupational clothing items in AR 670-10 and physical fitness clothing as prescribed in AR 670-1, Wear and Appearance of Army Uniforms and Insignia, but may be adapted to the type of occupational clothing items used by the Belgian Fire Departments. These adoptions will be reviewed and approved by the next higher command level fire and emergency services functional proponent. All procedures and items will be documented in a Standard Operating Procedure.

5. Allowances.

a. *Initial Allowance.* The initial allowance defrays the cost of outfitting an employee with required clothing at the time of indefinite appointment. The maximum allowance amount is \$1,600. The official conversion rate at time of purchase will be used.

b. An employee appointed or assigned for a temporary period exceeding 3 months but less than one year to a position requiring the wearing of a uniform will be required to wear only such uniform items as are determined by the Commander to be necessary. Further, the employee will be paid an initial allowance proportionate to the cost of the items required. An employee will not be required to wear a uniform and the allowance is not payable, if the appointment or assignment is for a period of less than 3 months.

c. *Replacement Allowance.* This allowance covers the cost of replacing clothing that is worn out, damaged, or destroyed, or items that must be replaced as directed by the employing organization. The allowance will be paid on the basis of invoices for replaced items and is limited to maximum 650.00 EUR per year. The replacement allowance will be payable from the first year following the payment of the initial allowance. Subsequent replacement allowances will be paid on an as needed basis, as long as the total amount spend in a year does not exceed the annual authorized amount.

c. *Maintenance Allowance.* This allowance is a monthly flat rate and covers the cost of maintaining the required clothing in clean and neat conditions. Payment is authorized if no free laundry or dry-cleaning at Army or contractor facilities is provided. The allowance will be paid from the second month after clothing has been issued or purchased by the employee. The allowance may be authorized in an amount of up to EUR 20 per month.

6. Allowance Administration.

a. Each employee will submit to his supervisor the list of the uniform items required. He will ensure that all articles conform in design, fit, color, and quality to the standards and specifications as established in the applicable organization Standard Operating Procedure, Fire & Emergency Services Uniform Dress policy.

b. The Fire Chief will review the list of requested uniform items for accuracy and will obtain a cost estimate for these items. The DES Director, will authorize the appropriate amount of the allowance, taking into consideration the cost limits established in paragraph 5, above.

c. The DES Director, will forward to the CPAC a request for payment of the authorized amount to the employee thru the Belgian Ministry of Defense.

d. The employee will purchase the uniform items within 30 calendar days from the date he received the allowance on his bank account. He will submit the vouchers to his supervisor no later than 45 days

after having received the allowance. If the employee did not use up the amount he received, the supervisor will request the CPAC to recoup the unused amount from the employee's next monthly pay check.

e. For the payment of the maintenance allowance, the supervisor will submit the request to the CPAC on a monthly basis. If the employee has been on continuous sick leave or on annual leave for more than one week during the month, the maintenance allowance will be pro-rated.

f. Also, for the replacement allowance, if the employee has been on continuous sick leave in excess of 30 calendar days, the payment of the allowance will be postponed by the same number of days of absence.

7. Responsibilities.

a. Fire and emergency services management officials are responsible for:

- (1) Issuing guidance on wearing and maintaining occupational clothing.
- (2) Issuing authorized items of clothing and maintaining prescribed records.
- (3) Initiating payment of allowances.
- (4) Ensuring proper wear, maintenance, replacement, and disposition of occupational clothing.

b. CPAC is responsible for:

(1) Assisting in administering agreements on occupational clothing and informing employees of requirements in accordance with paragraph 8 below.

(2) Processing requests for payment of allowances.

8. Employee Obligations.

a. Employees will keep clothing neat and clean. Items lost, damaged, or destroyed through the employee's fault will be replaced at the employee's expense.

b. When employment ends or employees are reassigned, employees will be required to turn in their occupational clothing for use by the employing organization. Management officials may waive this requirement for items that are unsuitable for further use.

c. Employees who fail to turn in any or all of their occupational clothing items will be reported immediately to CPAC. CPAC will arrange with the BMOD for withholding an appropriate amount of pay until the matter is settled. The employing organization will determine employee liability for missing items and the amount to be withheld from the employee's pay.

9. Review. This regulation will be reviewed every three years to determine that the monetary allowances are in agreement with actual costs of uniform items, and the provisions are consistent with legal and regulatory requirements.

CHAPTER 6

LEAVE PROVISIONS AND HOLIDAYS

Article 23 – Normal Rest Days and Holidays

1. *Normal Rest Days* will be Saturday and Sunday except for employees with flexible work schedule (See Article 8 (Flexible Work Schedule) and Article 9 (Part-time Work)).

2. *Holidays.*

a. *Legal Holidays.* 1 January, Easter Monday, 1 May, Ascension Day, Whit-Monday, 21 July, 15 August, 1 November, 11 November, and 25 December.

b. *Official Holidays.* 2 November, 15 November, 26 December, and any additional holiday granted by SHAPE/NATO to its personnel and/or by BMOD to its contractual employees. This does not apply to the days of work exemption granted by BMOD.

c. “2 and 15 November” will be considered as “floating” holidays. These two days will be taken on another day, agreed upon by the employee and the supervisor taking into consideration organizational needs and the employee’s wishes. They may only be taken in full-day increments and prior to 31 December. If employee requests to take the holiday on the original date, supervisor will try to approve the request to the maximum extent as possible. Employees are not entitled to the 2 floating holidays if they start employment after 2 or 15 November or if they resign before these dates.

d. For a holiday falling on a Saturday or a Sunday, a compensatory day off will normally be granted respectively on the days identified by SHAPE/NATO as replacement days (August 1976 agreement). Employees who regularly have a day other than Saturday as their day off throughout the year will receive the same number of holidays as other employees. If the replacement day coincides with their normal rest day, part-time employees will receive another replacement day to be taken at a mutually agreed time between the supervisor and the employee.

e. *Special cases.*

(1) *Part-Time Employees with a Set Work Schedule.* Holidays, which coincide with their normal rest day, are not to be replaced.

(2) *Part-Time Employees with a Variable Work Schedule.* Are entitled, for the holiday falling outside their work days, to the payment of a compensation, equal to their salary for the 4 preceding weeks divided by the number of days effectively performed in the organization during those 4 weeks. With the employee’s agreement, equivalent compensatory time may be substituted to the payment.

(3) *Full-Time Employees with Set Compressed Work Schedules.* Employee is entitled to his salary for a number of hours equal to the total number of holidays multiplied by 1/5th of his weekly work-hours. For instance; If a full time employee receives 13 holidays for a calendar year, the employee who, for instance, works 4 x 10 hours per week, will be entitled to a number of holidays equal to 13 x 8 hours

(1/5th of 40) = 104 hours of “holidays”. Every time a holiday falls on a workday, this employee will deduct 10 hours out of his amount of holiday hours. Employees may take any hours possibly left over at times commonly agreed upon by them and the supervisors.

Article 24 – Annual Leave (AL)

1. In accordance with the Royal Decree of 19 novembre 1998, modified by the Royal Decree dated 31 January 2009, employees are entitled to annual leave as follows. The relevant age for purposes of determining leave is the employee’s age on 31 December of the calendar year during which the leave is granted.

Less than 45 years	26 workdays
From 45 to less than 50 years of age	27 workdays
From 50 years of age to 54	28 workdays
From 55 years of age to 59	29 workdays
From 60 years to age 61	30 workdays
62 years	31 workdays
63 years	32 workdays
64 years and plus	33 workdays

2. Employees who are hired or terminated during the leave year will receive 1/12th of their leave entitlement for each month of completed service. Fractions are rounded up to the next 0.25 unit.

3. Absences due to sickness may only be considered as workdays for computation of annual leave if required by law.

4. Annual leave will be scheduled at times agreed upon by employees and supervisors, taking into consideration organizational needs and employee wishes. Employees are authorized to take leave in 15-minutes increments.

5. Employees must take one block of leave consisting of at least one week (7 consecutive calendar days) between 1 May and 31 October. If the employee wishes, he is entitled to extend this block of leave by an additional week, i.e. a total of 2 consecutive weeks. These days may consist of annual leave, compensatory time or reduction of work-time.

6. Annual leave is accrued during the calendar year (1 January to 31 December). It is used during the leave year (1 January of the current year to 31 January of the next year). Annual leave may not be carried into the following leave year for the convenience of the employee. Carry-over of unused annual leave days up to 31 March of the following leave year is allowed if the employee’s scheduled leave request was disapproved by the supervisor due to critical mission requirements and could not be rescheduled prior to 31 January of the following leave year. For carry-over procedure, see Appendix I (Annual Leave Carry-Over Procedures).

7. Employees must obtain their supervisor’s approval before taking annual leave. This approval must normally be obtained at least 8 days in advance. Supervisors or their designees will normally inform employees of their decisions on leave no later than 2 workdays from the receipt of the leave request.
8. If an employee becomes sick **during** an approved annual leave period, this period will still be considered as annual leave. However, if the employee’s sickness began **before** the start of the approved annual leave period and extends during it, the employee’s absence will be charged as sick leave and not as annual leave.
9. Employees will be reimbursed for accrued annual leave not taken due to mission requirements prior to separation (resignation or removal).
10. The number of days of annual leave accrued by employees will be at least the same as the number of days granted by the BMOD for its "contractual" civilian employees.

Article 25 – Reduction of Work Time System (RW)

1. Since the workweek for the U.S. Forces is two hours longer than the standard workweek under Belgian law, HN employees accrue 24 minutes of special compensatory time off for each day they work. This special compensatory time off is referred to as Reduction of Work Time (RW).
2. American legal holidays, which do not coincide with Belgian holidays, will be taken as RW days. A list of these holidays appears below. This section does not apply to organizations, which observe the SHAPE holiday schedule. Appendix C lists organizations which do not observe the SHAPE holiday schedule.

Martin Luther King's Birthday	3rd Monday in January
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th (or designated date)
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Thanksgiving Day	4th Thursday in November

3. American legal holidays will not be charged as RW time to employees who are legitimately absent for the following reasons: sickness, work accident, leave without pay, temporary dismissal, leave for special events, preventive leave and leave for circumstances outside employee control. They will be charged as RW time if the absence due to the above reasons started after the beginning of the holiday.

4. Computing Reduction of Work Time (RW).

a. *Credit.* Full-time employees who work 40 hours a week for the entire calendar year are entitled to three RW days (or 24 hours) for each quarter of the calendar year.

b. *Deductions.* For each day of absence for any reason other than a Belgian Holiday, annual leave, union leave, blood donation or marrowbone donation, a period of 24 minutes is deducted from the employee's RW credit. This deduction is made by half-day (4 hour) periods for each 10 days of absence (80 hours).

c. *Accounting.* Timekeepers will keep precise records of RW time and annual leave for each employee in accordance with the guidance and procedures established by the Civilian Personnel Advisory Center (CPAC). These records will be made available to the employees upon request.

d. *Using RW Time.*

(1) The RW time will be taken in 15-minutes increments.

(2) Employees must take at least three RW days (24 hours) per quarter. On the first day of the following quarter (1 April, 1 July, 1 October, 1 January), any unused credit will be lost. This rule does not apply to RW requests, which are denied due to mission requirements. Supervisors may approve the carry-over of RW time into the next quarter (for example, in the case of a sick employee unable to use RW credit before the end of the quarter). However, maximum carry-over will be 31 January of the following calendar year.

(3) RW time may be taken in conjunction with annual leave days.

(4) With the exception of the RW day's mandatory fixed on U.S. holidays in accordance with paragraph 2 of this Article, RW time will be taken on dates established by common agreement between the supervisor and employee.

(5) *Reimbursement.* An employee who takes more RW time than he has accrued has two options at the end of the leave year: either he reimburses to the employer the gross salary paid for the unearned RW time, or the unearned RW time is deducted from the RW entitlement during the next leave year. Employees leaving the employment of the U.S. Forces who are unable to use their accrued RW time because of conditions beyond their control will be compensated for the unused time at their normal hourly rate.

Article 26 – Leave for Special Events

1. In accordance with Royal Decree of 19 November 1998, modified by Royal Decree of 26 May 1999, HN employees are entitled to be absent from work, while receiving normal wages, when attending to Family matters, civic obligations, or civil duties as listed below.

2. In order to insure payment of wages, the employee must inform his supervisor in advance. In all cases of an unforeseen absence, the employee must notify his supervisor, or in the absence of the supervisor, the designee, as soon as possible and no later than 4 hours after the beginning of the workday. Leave for special events must be used for the reason for which it is granted. Documentation justifying the absence will be attached to the employee's timesheet. Appendix J specifies the documentation required for each type of leave. All supporting documents must indicate the date and the nature of the event.

3. Definition of Terms.

“Spouse”	“Spouse” must be interpreted extensively as the person with whom the employee is legally living as a couple.
Parents of 1 st degree	The parents (father, mother) and adopted or own children.
Allied of 1 st degree	Parents-in-law (spouse’s parents), sons-in-law, daughters-in-law.
Parents of 2 nd degree	Grandparents, grandchildren, brothers, sisters.
Allied of 2 nd degree	Spouse’s grandparents, brothers-in-law, sisters-in-law.
Parents of 3 rd degree	Uncles, aunts, nephews, nieces; great-grandparents.
Allied of 3 rd degree	Uncles, aunts, nephews, nieces, great-grandparents of the spouse.

REASON FOR ABSENCE		DURATION OF ABSENCE
A	Marriage of employee.	4 workdays according to the employee's preference either during the week of the marriage or during the following week.
B	Marriage of a child of the employee or of his spouse.	2 workdays according to the employee's preference either during the week of the marriage or during the following week.
C	Marriage of a brother, sister, brother-in-law, sister-in-law, father, mother, father-in-law, mother-in-law, stepfather, stepmother, grandchild.	The day of the marriage.
D	Ordination or going into a convent or any similar event of a recognized cult, of a child of the employee or his spouse.	The day of the ceremony.
E	Birth of a child of the employee if the affiliation to the father is established.	10 workdays (3 workdays paid by management and 7 workdays paid by the social security). The leave will be taken at the employee’s convenience within 4 months from the date of the event.
F	Death of spouse, of a parent or allied of 1 st degree.	4 workdays. The leave may be fractioned and may be taken at the latest 6 months after the day of the event. There must be a link between the event and the moment when the leave is taken.
G	Death of any relative by blood or marriage, irrespective of the degree, living in the employee's house.	2 workdays. The leave may be fractioned and may be taken at the latest 6 months after the day of the event. There must be a link between the event and the moment when the leave is taken.

REASON FOR ABSENCE		DURATION OF ABSENCE
H	Death of a parent or allied of 2 nd or 3 rd degree, not living in the employee's house.	The day of the funeral.
I	Holy communion or any other similar event of a recognized cult of child of the employee or his/her spouse than the catholic religion.	The day of the ceremony or the normal workday preceding or following the day of the ceremony if it falls on a Sunday or a holiday.
J	Participation of a child of the employee or of his spouse in the festival of the "Lay Youth" where it is organized.	The day of the ceremony or the normal workday preceding or following the day of the ceremony if it falls on a Sunday or a holiday.
K	Attendance at a meeting of a family council convened by a Justice of the Peace.	Required time (maximum 1 day).
L	Execution of duties of assessor of a voting head office or of a unique voting office, or of head office for the counting of votes.	Required time (maximum 2 days).
M	Acting as member of a jury or summoned witness before a court.	Required time.
N	Personal appearance ordered by a court.	Required time – Maximum 5 days per year.

4. Employees Working Part-Time. For item a, b, e, f, g, the time off granted will be pro-rated to the number of work hours performed over a week as defined in the employment contract. The time off will be computed in hours. For instance, a full time employee earns 4 x 8 hours for his wedding. A part-time employee working 20 hours per week earns 16 hours.

5. Full-Time Employees with a Compressed Work Schedule. The employee is entitled to a daily wage equal to 1/5th of his weekly pay. Example: An employee works 4 times 10 hours per week, Monday thru Thursday; he is absent on Wednesday for funerals; he will receive on that day a salary equal to 40 hours divided by 5, so 8 hours. He will lose the equivalent of 2 hours of pay, unless he requests 2 hours of leave or compensatory time.

Article 27 – Leave for Circumstances Outside Employee’s Control (SF)

1. A maximum of 10 unpaid workdays will be granted per calendar year to employees who need to be absent from the workplace for emergency reasons. Emergency is defined as any unforeseen event, which is outside the employee’s control and which requires an urgent and essential intervention from the employee.

2. Events for which employees are allowed to use this leave are:
 - a. Sickness, accident or hospitalization of a person living at the employee's home or a relative or a relative by marriage of the first degree who does not live at the employee's home (e.g. parents, in-laws, child or child-in-law).
 - b. Severe material damage to the employee's property, such as damage to the house due to fire or due to a natural disaster.
 - c. Court order requiring personal appearance at a hearing, when the employee is litigant or opponent.
 - d. Other circumstances, which the supervisor and employee agree, meet the definition of emergency (see paragraph 1 above).
3. Employees are required to notify their supervisors or their designees as soon as possible and no later than 4 hours after the beginning of the workday.
4. Employees are required to use the leave for the reason for which it is granted. In case of suspected abuse, the supervisor may request the employee to provide documentation justifying the absence.

Article 28 - Exemption of Duty for Blood/Bone Marrow Donors

1. Exemption of Duty for Blood Donors. Employees who participate in blood collections organized on the work site will be exempted from duty.
 - a. If the blood donation is organized *at the work site*, the donors will receive the rest of the day off, after the donation.
 - b. If the employee gives blood *outside the normal work hours and/or outside the work site*, he will receive the next workday off. In this case, if the blood donation takes place on a Friday evening or an evening prior to a holiday, not coinciding with a Sunday, the employee will get that day of the blood donation off. The employee will be responsible for notifying his supervisor at least one week in advance and will have to bring evidence of the donation as soon as he comes back to work.
 - c. The maximum number of days authorized per year is 4. However, the supervisor may exceptionally deny the absence because of duly justified mission requirements and request in writing that the blood donation be postponed. The duty exemption will be reported on the time sheets as excused absence (BD).
 - d. Employees who are not authorized to give blood due to medical reasons will return to their duty station.
2. Exemption of Duty for Bone Marrow Donors. Employees who participate in bone marrow collections will be exempted from duty for 4 workdays after the donation. The absence will be reported on the time sheets as an excused absence (MD).

Article 29 – Preventive Leave (Contagious Disease)

1. Preventive leave must be granted to any employee who has been in contact with any individual having a disease which the attending physician certifies contagious to an extent, which necessitates absence from work by the employee to prevent, spreading the disease. Listed below are the diseases resulting in preventive leave.

- a. Diphtheria.
- b. Epidemic Encephalitis.
- c. Typhoid Fever and Paratyphoid Fever.
- d. Cerebra-Spinal Meningitis.
- e. Ganders.
- f. Poliomyelitis.
- g. Scarlet Fever.
- h. Smallpox.

2. The attending physician will contact the labor physician. They will commonly agree on the most appropriate preventive measures to take or on the granting of days of leave. The employee will inform the employer about the number of days that he is authorized to take without mentioning the type of contagious disease out of respect for the medical confidentiality.

3. This type of leave is considered as work incapacity and is covered by the Belgian social security system (Mutuelle/Ziekenkas).

4. Employees using this type of leave will submit a medical certificate from the physician to the “Mutuelle/Ziekenkas”.

Article 30 – Leave Without Pay

1. As an exceptional measure, leave without pay may be granted to employees who provide sufficient justification.

2. Like other types of leave, leave without pay requires prior management approval. This leave will be limited to use in extraordinary circumstances and may be granted only when accrued annual leave credit has been exhausted.

3. Leave without pay is counted from the date of the beginning of the leave until the date of resumption of duty, regardless of the holiday, weekend or workday nature of the days counted in the period.
4. Prior to granting or refusing leave without pay, the supervisor will take into consideration the justification given by the employee, the needs of the organization and the impact of the leave on the organization.
5. Employees are encouraged to take advantage of the flexibility of the annual leave system in order to avoid requesting leave without pay.
6. Leave without pay is technically a suspension of the labor contract, agreed upon by the employee and management. However, it is credited towards completion of step increase.
7. A document SF Form 52 (Request for Personnel Action) must be completed for any period of leave without pay, which extends beyond 30 days.

Article 31 – Maternity Leave

1. Additional Information at Appendix B, Suspension of the Contract (Paragraphs 1c and 2b).
The maternity leave consists of two periods:
 2. *Rest Period During Pregnancy.* Maximum 6 weeks (8 weeks in case of multiple birth) prior to the presumed delivery date. Out of the six weeks, one week must be taken 7 days prior to the presumed delivery date. The other 5 weeks are taken at the employee's request either as of the 6th week prior to the presumed delivery date or after the mandatory rest period or a combination of both.
 3. In case of carryover of the unused rest period until after the delivery, a maximum of 2 weeks may also be converted into leave days to be taken within 8 weeks after work resumption. The conversion and the scheduling will be submitted in writing to the supervisor at the latest 4 weeks before the end of the mandatory rest period after the delivery.
 4. *Rest Period After the Delivery.* 9 weeks mandatory rest as of the delivery date.

REMINDER: MATERNITY LEAVE IS ENTITLED BY THE MUTUELLE (HEALTH CARE INSURANCE)

Article 31bis – Paternity Leave

1. For the birth of his child, an employee is entitled to 10 workdays of leave (3 workdays paid by management and 7 workdays paid by the social security). The leave will be taken at the employee's convenience within 4 months from the date of the event.

2. If *the mother dies or is hospitalized during the period of maternity leave*, the father may be granted a *paternity leave* in order to take care of the newborn. For additional information pertaining to the duration of this leave, see appendix B, paragraph 1.d.

Article 32 – Interruption of Career Program

(See Appendix S)

1. Interruption of career and voluntary reduction of work time program (See Appendix S, Voluntary Reduction of Work-Time, Interruption of Career Program).
2. Leave for providing palliative care (See Appendix B, Suspension of the Contract, Paragraph 1e).
3. Leave for providing assistance or care to a Family member who is severely ill (See Appendix B, Suspension of the Contract, Paragraph 1f).
4. Parental leave (See Appendix B, Suspension of the Contract, Paragraph 1g).

CHAPTER 7

ABSENCES

Article 33 – Absence Due to Incapacity to Work

1. Obligation to Inform the Supervisor.

a. An employee who is absent due to illness or infirmity for any length of time must notify his supervisor, (or an approved designee) by telephone or other means (for instance the e-mail) as soon as possible and in any event, no later than 4 hours after the beginning of the workday. Failure to notify the supervisor within this period may result in disciplinary action against the employee. When notification is not made within the required period, the supervisor will consider all information provided by the employee upon his return to work before deciding whether or not to take disciplinary action.

b. If at the expiration of the approved sick leave, the employee believes he is unfit to resume duty, he must immediately inform his supervisor (or designee) and furnish a new medical certificate.

2. Medical Certificate.

a. Any absence due to illness or infirmity lasting over one day must be confirmed by a medical certificate. The employee must ensure that his supervisor (or designee) receives the certificate within two workdays from the beginning of the absence. When the medical certificate confirms an extension of sick leave, the employee must ensure that the supervisor (or designee) receives the certificate within two workdays from the beginning of the extension. If the certificate is not received within the required period, management may withhold the salary or wages for those days prior to the receipt of the certificate.

b. For absences lasting one work day or less, no medical certificate is required. However, if the supervisor suspects that an employee is abusing this rule, the supervisor may require the employee to provide a medical certificate for any subsequent absences of one work day. The employee will be notified of this requirement in writing.

3. Management-requested Medical Examinations.

a. Management has the right to arrange a medical examination of any employee who is absent due to a claimed illness or infirmity. Employees must cooperate with management's request for medical examinations and second opinions. Such medical examinations will take place at the physician's office or at the employee's residence. If the medical slip issued by the employee's physician states that the employee should not leave home, the examination will take place at the employee's residence.

b. Employee will ensure that their medical certificates clearly specify whether they are authorized to leave home during the course of their absence.

c. Employees will be reimbursed for transportation expenses incurred in attending a management-requested medical examination. Employees must submit a written request for reimbursement to the CPAC. Reimbursement is made at the rates provided in Article 14 (Transportation Allowance), paragraph 5.

d. Employees whose medical certificates allow them to leave home must ensure that management is able to contact them at all times. This requirement insures that management has the opportunity to request a medical examination.

e. If the employee fails to comply with this requirement, his medical certificate will not constitute a satisfactory justification for the absence.

4. *Arbitration.* In case of disagreement between the employee's attending physician and the management physician, a third physician will be designated by common agreement of the parties to act as an arbitrator.

5. *Repeated Absences.* Employees whose repeated absences disrupt or hinder operations or service may be separated with proper separation notice/severance pay.

Article 34 – Labor Physician Medical Examination – Duty Resumption

1. The labor physician is authorized to conduct job-related periodic medical check-ups of employees performing unsanitary work. Employees will be reimbursed for transportation expenses incurred in attending these medical check-ups.

2. *Duty-Resumption Examination.*

a. After an absence of four weeks or longer due to illness, accident or pregnancy, those employees who are subject to regular mandatory medical examination, in accordance with Article 124 of the General Regulation for Labor Protection (RGPT-ARAB), must undergo a medical examination before resuming duty. The labor physician may require this examination after a shorter absence if he deems it advisable. This examination will take place as soon as possible and no later than 8 days after the resumption of duty. Employees will be reimbursed for transportation expenses incurred in attending this examination at the rates provided for in Article 14 (Transportation Allowance), paragraph 5.

b. Employees absent due to illness will resume their duties as early as their health permits, even though their sick leave has not expired. The labor physician should authorize early resumption of duty; the employee should obtain this authorization before resuming duty.

c. For those who are not subject to regular mandatory examinations and who are absent due to illness or infirmity of more than three days, management may condition the resumption of work upon presentation of a certificate of recovery issued by the labor physician.

3. *Voluntary Consultations.* Any employee may, without delay, consult the labor physician regarding health problems that he attributes to his working conditions. Appointments will be made through the servicing Specialist at the CPAC or through the Occupational Health Office.

Article 35 – Work Accidents

1. Work Accidents and Accidents While Commuting To or From Work

a. Claims resulting from work accidents or accidents which occur while commuting to or from work will be resolved in accordance with the provisions of the Law of 3 July 1967 and its implementing decrees.

b. The BMOD, acting on behalf of the U.S. Forces, underwrites an insurance policy against work accidents with ETHIAS previously called "Societe Mutuelle des Administrations Publiques - Onderlinge Maatschappij der Openbare Besturen" (SMAP-OMOB), rue des Croisiers 24, 4000 Liege (Luik).

c. Costs, indemnities and annuities resulting from a work accident or an accident, which occurs while commuting to or from work, will be charged to ETHIAS.

d. Victims of work accidents or of commuting accidents must provide immediately, within 48 hours at the latest, their supervisors with all necessary information for completing the accident declaration. This information includes the place of the accident, the date and time, the cause of the accident, any injuries sustained, the names of any third parties involved, names of any witnesses, the police report, if any, and any other relevant information.

e. Supervisors must act as a “good father”. They must ensure injured employees receive first aid and are rushed as soon as possible to the nearest hospital if required.

f. At the time the accident declaration is completed the accident victim receives a form "Demande de Soins Medicaux" - "Aanvraag van Geneeskundige Verzorging" filled in and signed by the supervisor and two blank medical certificates. These medical certificates must be completed by the attending physician and immediately forwarded to the supervisor. The supervisor will notify the safety officer of the work accident and forward the documents to him.

g. Victims of work accidents or of commuting accidents may resume their duties only after providing their supervisors with a medical certificate certifying that resumption of duties will not be detrimental to the employee’s health or that the employee has fully recovered without after-effects.

2. *First Aid Kit.* A first aid kit and a person duly qualified to provide first aid will be available at each main work area. The locations of the first aid kits and the names of the qualified first aid attendants will be conspicuously posted on bulletin boards.

3. *Morale First Aid.* At the employee’s request, the supervisor will take all reasonable steps to ensure that employees involved in work accidents, or suffering from serious illness or injury, receive religious assistance or the assistance of a lay counselor.

Article 36 – Unjustified Absences

Any unjustified absence by an employee will result in the loss of wages for the period of unjustified absence. The monthly wage will be reduced by 1/30th for each day of absence. In cases where the absence falls on the last workday of the week, of a five-day week, the monthly wages will be reduced by 3/30ths. This also applies to employees who work an irregular 5-day week (for example, Tuesday through Saturday). Repeated unjustified absences may lead to the employee's termination for cause without notice or indemnity.

Article 37 – Excused Absences

In accordance with Article 27 of the Law of 3 July 1978, employees who, despite their good faith efforts, and for reasons beyond their control, cannot report to work, arrive late for work, or cannot start or continue their work, remain entitled to wages for the period of the absence. The employee must notify or have his supervisor notified of the absence or late arrival within 4 hours. The employee may be required to provide the supervisor with convincing evidence that the absence was beyond his control.

CHAPTER 8

DISCIPLINE, APPEALS, AND GRIEVANCES

Article 38 – Disciplinary Actions and Appeal Procedure

1. Without prejudice to the provisions of Article 35 of the Law of 3 July 1978, the U.S. Forces in Belgium may take disciplinary actions against employees according to the seriousness of the offense.
2. The following disciplinary actions are designed to maintain or improve the efficiency of the service:
 - a. Oral Warning.
 - b. Written Warning.
 - c. Written Reprimand.
 - d. Suspension (Temporary Dismissal) without pay not to exceed 30 calendar days (30/30th of the monthly salary). The maximum amount of money that can be deducted from each monthly pay slip is 1/5th of the monthly pay.
 - e. Downgrade without pay protection.
3. The following is a list of cases in which disciplinary actions may be taken. This list includes but is not limited to employees who:
 - a. Report for duty in a drunken or drugged condition, or get drunk on duty.
 - b. Smoke in areas where smoking is forbidden.
 - c. Leave work without authorization.
 - d. Frequently arrive late for work or quit work early.
 - e. Steal property.
 - f. Fail to maintain tools and equipment.
 - g. Violate safety directives.
 - h. Violate or fail to follow or comply with verbal or written instructions, orders, directives, or regulations issued by competent authority.

- i. Violate normal rules of conduct, e.g., by fighting, gambling, showing disrespect to supervisors, using abusive language, or otherwise violating common decency or accepted moral standards.
 - j. Make false statements or establish false official records, reports or documents.
 - k. Fail to perform work properly through carelessness, negligence, or willful idleness.
 - l. Engage in any type of harassment or take advantage of the complaint process for harassment.
4. The table of penalty at Appendix L sets forth a range of penalties to be used as a general guide to supervisors in administering discipline to their employees for particular offenses. It has no legal binding character.
5. Disciplinary actions will only serve its intended purpose of correcting the offending employee if it is *timely*. Disciplinary actions should normally be initiated within 15 days of the completion of the investigation into the misconduct, whether that investigation is formal or informal. Employees must nevertheless be advised at least verbally of the potential for action as soon as possible. In justified cases, the 15-day limitation may be extended. Disciplinary actions must also be *proportionate*. The severity of the penalty imposed on the employee must be linked to the seriousness of the offense, which has been committed. Finally, supervisors must strive to be *consistent*, meeting out similar punishments for similar offenses. Supervisors should be able to articulate their reasons for taking disciplinary action in any particular case.
6. Responsibility.
- a. Administering discipline is normally the responsibility of the immediate supervisor. He is responsible for initiating appropriate action in all cases, for insuring that such actions are justified and reasonable and for verifying the facts upon which the action is based.
 - b. The CPAC is responsible for providing guidance and assistance to management in the administration of constructive discipline.
7. Procedure.
- a. When a supervisor believes that a disciplinary action is required to correct employee misconduct, the supervisor will collect all available information concerning the alleged misconduct. At his discretion, the supervisor may discuss the incident with the employee to obtain relevant information and to afford the employee an opportunity to explain the basis for his actions.
 - b. If for the needs of the investigation, the supervisor believes it is necessary to temporarily excuse an employee from work, the employee will be notified in writing that he is placed on paid administrative leave. The notification will indicate the reasons and the length for such leave.
 - c. Disciplinary action will normally be prepared by the immediate supervisor and must be reviewed by the CPAC being served on the employee to ensure that all regulatory and procedural requirements have been met.

d. All written disciplinary actions will be issued to the employee in either French or Dutch in accordance with Belgian law on the use of languages.

e. At a minimum, letters of warning, reprimand or suspension will contain the following:

(1) A description of the offense, in sufficient detail to allow the employee to fully understand the charges against him/her. This includes specific details regarding time, place, date, and description of the incident-giving rise to the disciplinary action.

(2) If the employee has committed previous offenses and the action is considered a continuation of progressive discipline, those earlier incidents will be recounted. If the employee has failed to take any remedial action previously directed, the fact should be included.

(3) A warning that future misconduct may result in more severe disciplinary action.

(4) Information on the appropriate grievance channel, which the employee may use to contest the disciplinary action.

(5) A written acknowledgment of receipt of the letter must be made by the employee showing the date of receipt. The employee's signature does not indicate agreement with the action but merely serves to indicate the employee received the letter and is aware of its contents. In the event of a refusal to sign, the letter will be presented to the employee in the presence of two witnesses, who will sign the copy on which the refusal will be noted. If the employee is absent from work, the supervisor will wait for the employee's return to issue the letter or the letter will be sent registered mail to the employee's home address.

(6) The length of time during which the disciplinary action will be kept in the Official Personnel file (OPF), with a maximum of three years for warnings and reprimands – except for suspensions which remain permanently in the OPF. The disciplinary action can be withdrawn from the OPF by the initiating supervisor or someone higher in the supervisory chain, when the specified retention period has expired; an appropriate official in the management chain determines the disciplinary action is unwarranted; or, when the supervisor determines that it has served its purpose and removes it earlier. The CPAC will notify the employee when the disciplinary action is withdrawn from the file. Upon appointment with CPAC, employee may consult his/her OPF.

8. Appeals.

a. Employees may appeal disciplinary actions to a higher authority than the one who initiated the disciplinary action. Normally, this will be the Directorate or his designee.

b. The appeal must be brought in writing to the appeal authority within **fifteen (15)** days of receipt of the disciplinary action. If the employee wishes to make an oral statement to the appeal authority, a written request must be included with the appeal. The employee may designate a third party to speak on his behalf. This individual must be designated in writing; the designation must also be submitted with the written appeal. The representative may be an Employee Elected Representative. Third party representation must not result in a real or apparent conflict of interest, adversely affect the organization's mission, or result in unreasonable costs to the employer.

c. Decisions on appeals will be issued as soon as possible but no later than 30 days of the filing of the appeal. If the employee is not satisfied with the decision of the appeal authority, he may submit a second appeal to the local unit Commander or his designee within **15** days. The decision of the local unit Commander or designee is final. Unit Commander is defined as the highest authority level for that particular organization in Belgium. For instance, Commander Shape Health clinic, Director Benelux CPAC, Finance Officer, School Principal, Director of Benelux Regional Contracting Office, Commissary Officer.

d. If the local unit Commander initiates the disciplinary action or if he is the initial appeal authority, the appeal or second appeal will be submitted to the Commander, USAG Benelux, or his designee. His decision will be final.

Article 39 – Termination for Serious Offense

1. Article 35 of the law of 3 July 1978 on Employment Contracts defines a serious offense as any behavior immediately and definitely breaching the employer's trust.

2. The termination without notice for commission of a serious offense is normally proposed by the immediate supervisor and requires the concurrence of the appropriate Directorate Chief and the local Commander. The Civilian Personnel Advisory Center (CPAC) and the servicing legal office must review terminations without notice. They are affected by the Civilian Personnel Officer or by the BMOD acting in the name and on behalf of the U.S. Forces.

3. Termination actions must occur within three workdays from the date on which the Civilian Personnel Officer verifies the serious offense. The notification of the serious offense justifying the termination must be made to the employee within three workdays following the termination action. Notification must be made by registered mail, by a writ of execution served by a bailiff or by a hand-delivered letter. If the letter is hand-delivered, the employee must sign an acknowledgment of receipt.

4. Requests for a Board of Investigation.

a. Employees terminated for cause, without notice or indemnity, may submit a written request for a board of investigation to USAG Benelux Commander. This request must be submitted within 10 workdays of notification of termination.

b. The board will include three management representatives (officers or civilians equivalents), including a member of the servicing legal office. It will also include three members of the Committee for Prevention and Protection. The chairman of the Board of Investigation will be a representative designated by the BMOD at the request of the USAG Benelux Commander. The USAG Benelux Commander, will designate a CPAC official to prepare a summary of the proceedings and to serve as an interpreter when necessary. The board will convene within 10 workdays of receipt of the board request filed by the employee.

c. A representative designated by the USAG Benelux Commander, will present management's justification for its actions to the Board of Investigation. This representative will normally be the Belgian Legal Advisor for USAG Benelux. He will provide the board with the decision letter, notification, related documents, witness testimony or statement, and other relevant evidence. He will present a brief factual account of the circumstances giving rise to the separation for cause. The representative may make a brief opening and closing statement summarizing and interpreting the evidence.

d. The employee or his designated representative have the right to present their appeal. This presentation may include related documents, witness testimony or statements, and other relevant evidence. The employee or his representative may make a brief opening and closing statement summarizing and interpreting the evidence.

e. The chairman of the Board of Investigation board is empowered to make rulings on whether evidence or witnesses are relevant to the case. If he finds evidence irrelevant, he may exclude it from either side's presentation.

f. At the conclusion of its investigation, the board will deliberate and vote on the recommendation to be made to the USAG Benelux Commander. The recommendation will be to, sustain, reduce, or withdraw the penalty against the employee. Each member of the board, to include the Chairman, will have one vote. The voting operation will be with a secret ballot. A simple majority will decide the recommendation. In case of a tie, after discussion again among the members, there will be a second vote according to the same procedures as the first one. In case of another tie, the chairman will decide. Neither the representative designated by the Commander, the employee, nor his representative may attend and participate in the board's deliberations. Upon completion of its deliberation, the chairman will inform the CPAC representative of the board's recommendation, along with the vote count.

g. Within 10 workdays after the board adjourned, the CPAC representative will complete a written summary of the investigation. This summary will include the recommendation of the board and will indicate the number of votes for and against the recommendation. Upon completion, this summary will be submitted to the Chairman of the Board of Investigation. The chairman will sign the summary and distribute them to each member of the board. The members will have 3 workdays to submit their comments, which will be appended to the minutes. The completed summary will be submitted to the USAG Benelux Commander, no later than 15 workdays after the board adjourned.

h. The USAG Benelux Commander, will review the summary and issue a decision letter to the employee within 10 work days of receipt of the summary. A copy of the decision letter will be provided to the chairman and the board members. The Commander may sustain, reduce, or withdraw the penalty. Should the Commander not follow the board's recommendation, he will submit a separate letter to the Chairman of the Board of Investigation, which states for his decision. The employee is not entitled to receive a copy of this letter. The decision issued by the USAG Benelux Commander, is final and not subject to further review.

Article 40 – Grievance Procedures

1. Employees may file grievances over working conditions, working relationships, or employment status. Grievances will be reviewed promptly, thoroughly and objectively. Management must ensure that employees who present grievances are free from restraint, interference, coercion, discrimination and reprisal.
2. All grievances should specifically state that they are grievances, what the issues are, and what relief the employee is seeking. Any missing information will cause the grievance to be returned to the employee.
3. The aggrieved employee may designate one third party (one or several individuals) to present his grievance. This individual may be an Employee Elected Representative and must be designated in writing; the designation must also be submitted with the grievance. Third party representation must not result in a real or apparent conflict of interest, adversely affect the organization's mission, or result in unreasonable costs to the employer. The aggrieved employee and his representative shall have full access to relevant information and shall be permitted a reasonable amount of official duty time.
4. Whenever possible, mediation should be considered as an alternative to a grievance process.
5. *Procedure.* The grievance system consists of two stages: the Informal Stage (problem-solving) and the Formal Stage.

a. *Informal Stage (Problem-Solving).* The aggrieved employee may informally present any work-related problem to his immediate supervisor before filing a formal grievance. If the problem involves a matter or action directly involving that supervisor, the employee may present it to the next level supervisor. The problem must be presented within 15 calendar days of the date of the act or event creating the problem, or the date the employee became aware of the act or event. The employee may present a matter of concern regarding a continuing practice or condition at any time. If the employee presents the problem orally, the supervisor's determination may be oral or written. If the problem is presented in writing, the determination will be in writing. Where a determination is oral, the supervisor should prepare a memorandum documenting the matter and give the employee a copy. The problem-solving stage shall normally be concluded within 30 calendar days.

b. *Formal Stage.* An employee may file a formal written grievance with the designated deciding official when a problem is not resolved during the problem-solving process, or where the employee chooses to bypass that process and invoke the formal procedure. If the employee used the problem-solving process, the employee must file a grievance no later than 15 calendar days from the conclusion of that process. Where the employee raises the matter initially as a grievance, the 15-day limit described in the problem-solving stage above applies. The submission will be made through the CPAC.

(1) The deciding official for formal grievances is normally the employee's second level supervisor. Deciding officials must be assigned to an organizational level higher than any employee involved in the grievance.

(2) The deciding official determines whether to require an investigation and how it shall be conducted. If needs be, he will inquire with the CPAC or the Northern Law Center about available options. In some cases, where management deems it necessary and if it is not against any legal requirement, management may consider initiating an investigation under AR 15-6, Procedures For Investigating Officers and Boards of Officers . (Regulation available at www.chra.eur.army.mil, under Reference Library). Management will coordinate such investigation with the Northern Law Center and CPAC. The appointing officer will be the USAG Benelux Commander.

(3) The deciding official will fully and fairly consider the grievance and issue a written decision, to include the basis for his decision. The decision will be issued as soon as possible but no later than 30 days from the filing of the formal grievance. The aggrieved employee will receive a copy of the decision. The deciding official may extend this time limit if special circumstances warrant.

(4) A deciding official's decision on the merits of the grievance is final and not subject to review.

(5) The USAG Benelux Commander will be the deciding official if the unit Commander is involved in the grievance issue. Unit Commander is defined as the highest authority level for that particular organization in Belgium. For instance, Commander Shape Health clinic, Director of the Benelux CPAC, Finance Officer, School Principal, Director of Benelux Regional Contracting Office, Commissary Officer. If the USAG Benelux Commander is involved in the grievance, it will be addressed to IMA-E.

Article 41 - Position Classification Complaints and Appeals

1. Host Nation employees may request review of the title, plan system, series, or grade of the position to which they are officially assigned. Employees may not:
 - a. Seek adjustment to a position to which they are not officially assigned.
 - b. Seek adjustment to a position to which they are detailed or assigned on a temporary pay differential.
 - c. Seek adjustment of another employee's position.
2. An employee may be helped in preparing and presenting an oral classification complaint by a representative of their choosing. The representative may not be a member of the servicing CPAC staff, a member of the Civilian Personnel Operation Center (CPOC), a supervisor or manager in the employee's supervisory channel, or hold any position that would result in a conflict of interest.
3. The employee will designate such representative in writing. The written statement will include the representative's full name and organizational address. The representative must state in writing his willingness to represent an employee. The representative will receive all correspondence regarding an appeal or complaint for an employee.

4. *Procedure.* The classification review process in Belgium is a two-step process, which consists of (a) the complaint procedure and (b) the appeal procedure.

a. *Complaint Procedure.* Employees must initiate complaints through their organization's chain of command by informally requesting a classification review. Normally, this request will be made to the employee's first line supervisor. The supervisor will discuss the complaint and the basis on which the position was evaluated with the employee. The on-site CPOC classifier will assist in the discussion. If the employee is not satisfied after discussing the matter, he may proceed with a formal classification appeal.

b. *Appeal Procedure.* The employee must submit his appeal in writing to the unit Commander. The submission will state that is an appeal of the official title, pay plan, series and/or grade. The appeal must include the employee's name, organization, position title, pay plan, series, grade and job number, the job classification requested, the appellant's representative, if any, the reason why the employee believes action requested is proper, and a supervisory statement attesting to the accuracy of the job description. The appeal will be forwarded to the CPAC for action. CPAC will attach its documentation to the appeal packet and forward it to the CPOC, Position Management and Classification Division (CPOC-PMCD), for review. CPOC-PMCD will forward the appeal packet to Headquarters, USAREUR and Seventh Army, Civilian Personnel Directorate (CPD), ATTN: AEGA-CE for decision. CPD will make a final classification decision within 21 days of receipt. Classification decisions made by CPD will be final.

Article 42 – Violence, Moral and Sexual Harassment in the Work Place

(Internal Complaint Procedure)

1. *Definitions.*

a. *Sexual Harassment in the Workplace.* Any type of verbal, non-verbal or physical behavior of a sexual nature, which the perpetrator knows or should know, affects the dignity of women and men in the workplace.

b. *Moral Harassment in the Workplace.* Improper behavior of a repetitive nature of any origin, whether internal or external to the enterprise or institution, that is specifically expressed in the form of words, intimidation, acts, gestures or unilateral written documents, the purpose or effect of which is to wrongfully affect the personality, dignity, physical integrity or psychological integrity of an employee, to endanger his employment, or to create a climate of intimidation, hostility, humiliation or insult.

c. *Violence in the Workplace.* Each de facto situation where the employee is wrongfully persecuted, threatened or psychologically/physically abused during the execution of his work.

d. *Trustees.* Persons who may be contacted for advice and assistance in case of violence and of moral or sexual harassment in the workplace.

2. Violence, sexual harassment, and moral harassment in the workplace will not be tolerated within the U.S. Forces in Belgium. Each member of the workforce who complains of being the victim of violence, sexual harassment or moral harassment in the workplace will be entirely supported through his complaint procedure. However, management will maintain due regard for the rights of individuals accused of these offenses.

3. Trustees provide assistance, advice and support to employees who complain of violence, sexual harassment or moral harassment in the workplace. They also serve as mediators between complainants and alleged perpetrators of violence, sexual harassment or moral harassment in the workplace in order for the complaint to be resolved informally at the lowest supervisory level. Management will ensure that these persons receive regular training in identifying, preventing, and settling problems of violence, sexual harassment or moral harassment in the workplace. The identity of these trustees is attached at Appendix M (Violence, Moral, and Sexual Harassment – Trustees).

4. Proper Forums for Complaints.

a. This article addresses the procedure for handling complaints of violence, sexual harassment or moral harassment in the workplace that are made by HN employees against other HN employees, U.S. civilians or U.S. military personnel. On the other hand, complaints of violence, sexual harassment or moral harassment in the workplace that are made by U.S. civilian personnel or U.S. military personnel against HN employees will be handled according to appropriate U.S. procedures.

b. The complainant may be accompanied by a person of his choice. This designation will be made in writing at the time of the complaint. Third party representation must not result in a real or apparent conflict of interest, adversely affect the organization's mission, or result in unreasonable costs to the employer. The aggrieved employee and his representative shall have full access to relevant information and shall be permitted a reasonable amount of official duty time to prepare the complaint.

5. Internal Complaint Procedures. The complaint procedure consists of two stages: an informal stage and a formal stage. Victims of violence, sexual harassment or moral harassment in the workplace will favor first a resolution through the informal process. If the victim is unsatisfied with the informal process, a formal complaint may then be filed.

a. *Informal Stage.*

(1) An employee, who complains of being the victim of violence, sexual or moral harassment in the workplace has the choice of speaking either to the designated trustee or to the competent prevention advisor. Employees may express themselves in the language of their choice (French, Dutch or English); translation services will be made available if necessary.

(2) The trustee or the competent prevention advisor will hear the employee and the alleged perpetrator. If both concur, a conciliation meeting will be organized. For an allegation to be considered as timely, it must be made within 45 days from the day of the matter-giving rise to the complaint. Both the complainant and the alleged perpetrator may submit oral or written statements during the conciliation. The trustees and the competent prevention advisor may seek the advice of the Equal Employment Opportunity office. The trustees may also seek guidance of the competent prevention advisor.

(3) The informal stage of the procedure will normally be finalized within 30 days of the filing of the complaint. The trustee or competent prevention advisor will make no findings as to the merits of the complaint and will remain objective by maintaining a neutral position and attempting to resolve the issue informally between the parties. Although at this stage the role of the trustee or competent prevention advisor is to reconcile the parties, they do not have independent authority to bind management.

(4) If the complaint cannot be resolved, the trustee or the competent prevention advisor will inform the complainant in writing of his right to file a formal complaint.

(5) Management officials who are directly involved in the complaint, whether as a complainant, alleged perpetrator, or witness, will not be involved in the decision making process on the disposition of the case.

b. *Formal Stage.*

(1) The complainant will submit his formal complaint in writing to the trustee or the prevention adviser within 15 days of the notification of the results of the informal procedure. The submission must state that it is a formal complaint for violence, sexual harassment or moral harassment in the workplace. If the trustee receives a complaint, he will forward the complaint immediately to the competent prevention adviser. The trustee or the competent prevention adviser will prepare the complaint file, which will include the dated and signed complaint, the statements of the victim and witnesses and the result of the informal conciliation, if any.

(2) The victim and the witnesses will receive a copy of their statements and the competent prevention adviser will forward a copy, immediately, to the deciding official and will invite him to take the appropriate actions.

(3) The competent prevention adviser will investigate the well-founded complaint impartially and after having proposed a new conciliation, will make recommendations to the deciding official. The deciding official will take appropriate actions to put a stop to any act of violence, sexual harassment, or moral harassment in the workplace.

(4) The deciding official for formal complaints is normally the director of the CPAC or his representative. Management officials who are directly involved in the complaint, whether as a complainant, alleged perpetrator, or witness, will not be involved in the decision making process on the disposition of the case.

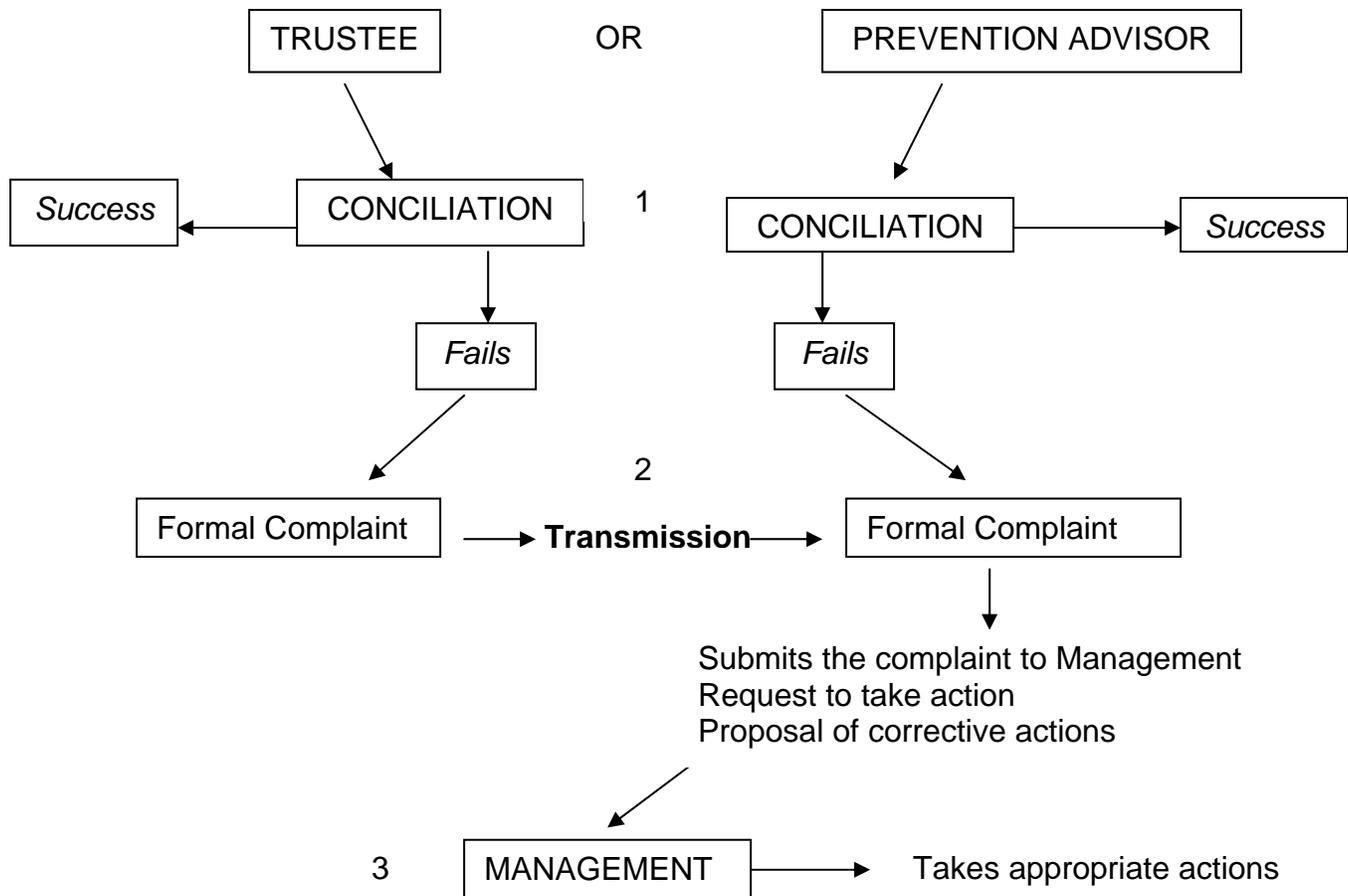
(5) Any employee who calls upon the trustee or competent prevention adviser has the right to inquire about and to be informed of the status of his complaint.

6. Supervisors will take appropriate disciplinary actions against employees found to have committed acts of violence, sexual harassment, or moral harassment in the workplace. Disciplinary actions against HN personnel will be taken according to Article 38 of this regulation. Disciplinary actions against U.S. personnel (civilian or military) will be taken according to appropriate civilian or military regulations. All disciplinary actions will be coordinated with the Civilian Personnel Advisory Center. If the alleged perpetrator is a member of the U.S. military, the investigation will be coordinated with the Trial Counsel at the Northern Law Center. In this case, the results of the investigation will be submitted to the perpetrator's commander.

7. No acts of reprisal may be taken against employees who file complaints of violence, sexual harassment, or moral harassment in the workplace, nor against the trustees or the employee representatives. Employees who engage in reprisal will be subjects of disciplinary actions according to Article 38 (Disciplinary actions and appeal procedures) of this regulation or other appropriate regulations. This does not prevent management from taking personnel actions based on legitimate, non-retaliatory reasons.

8. Abusive use of the complaint procedure on violence, sexual harassment, or moral harassment in the workplace may result into disciplinary action, to include termination for cause. The prevention advisor will determine if there is an abuse of the complaint procedure, in coordination with the Northern Law Center and the CPAC.

DIAGRAM



Article 43 – Damage/Loss of Property, Theft, and Security

1. Damage or Loss of Government Property by the Employee. Employees must return, in good condition, all Government property, which has been issued to them. Employees who damage Government property in the performance of duty may be held pecuniary liable only if the damage was the result of intentional wrongdoing, gross negligence, or in cases of habitual simple negligence. Regardless of the determination with regard to pecuniary liability, management may take disciplinary action against employees for such loss or damage in appropriate cases in accordance with Article 38 (Disciplinary actions and appeal procedure). Since the U.S. Forces are obliged under Article IX of the SOFA to follow Belgian Labor Law SOFA (regulation available at www.nato.int/docu - basic text), this paragraph overrides the provisions of AR 735-5, Policies and Procedures for Property Accountability, Chapter 13.
2. Theft. The U.S. Forces are, in principle, not liable for theft of or damage to the personal belongings of employees. Management may inspect, in the employee's presence, any Government property issued to the employee. Management may inspect any parcels and bags of employees leaving the worksite.
3. Security. Employees will observe the security rules and procedures prescribed by competent civilian or military authorities. Any violation of these rules may be punished in accordance with Article 38 (Disciplinary actions and appeal procedure) of this regulation.

Article 44 – Use of Telephone, E-Mail, and Internet

The purpose of the policy pertaining to the use of telephone, E-mail and Internet (See Appendix K) is to inform the Host Nation workforce about the parameters of the use of these tools provided to them by management and about the possible monitoring of their use while respecting their privacy rights.

Article 45 – Use of Camera at the Workplace

Cameras may be installed at the work place as prevention devices against any severe violations or for internal or external security reasons. Management will inform the workforce of the installation of such cameras, the pursued aim, whether frames are being kept or not, and of the periods of operation. These cameras will be used in the limits of the 8 December 1992 Belgian Law pertaining to the protection of privacy.

CHAPTER 9

Suggestions

Article 46 – Suggestions

1. Employees are encouraged to submit suggestions regarding improvements in work methods, procedures, energy conservation, working conditions and greater efficiency of operations.
2. Employee suggestions will be submitted to the USAG Benelux Directorate of Resource Management, which will redirect the suggestion to the appropriate office for evaluation. The name of the suggester will be kept anonymous until the suggestion is adopted.
3. When the suggestion is approved and implemented, the employee will receive a monetary compensation in accordance with AR 5-17, The Army Ideas for Excellence Program. (Regulation at www.chra.eur.army.mil, under Reference Library).

CHAPTER 10

SUPERVISORY RESPONSIBILITIES

Article 47 – Supervision of Labor and Supervisory Duties

Supervisors are responsible for the organization and distribution of work. They direct the execution of labor. In performing their functions they must be fair and impartial. Like their employees, they are required to observe the rules of politeness and acceptable behavior, and to respect the opinions of others. Special attention will be given to the welcoming of new employees and to the promotion of good relations among employees. Supervisors are also responsible for the safety and health of employees under their supervision, assuring that first aid is rendered in case of accident or illness.

CHAPTER 11

LABOR RELATIONS

Article 48 – Labor Relations and Employee Elected Representatives

(See Appendix N)

1. The Belgian Ministry of Defense (Direction Générale, Human Resources, Direction du Personnel Non-Statutaire: HRG-CCAM) serves as an intermediary between Host Nation labor organizations and the U.S. Forces authorities for all basic matters concerning pay, compensation and conditions of employment.
2. Collective labor relations are conducted and agreements pertaining to the application of the above mentioned basic matters are concluded between management representatives and the elected representatives of the labor organizations. Management representatives and elected representatives of labor organizations will conventionally hold quarterly meetings, during which specific agenda items will be discussed.
3. The HN work force will be represented by 6 elected representatives designated by the trade union head offices. These representatives will be selected from either the primary or alternate elected members of the conventional Work Prevention and Protection Committee in proportion to the results of the Belgium-wide elections within the HN workforce. These elections will take place every four years. Alternate elected representatives will be selected and appointed by their respective trade unions, in the same proportions and number as the primary representatives.
4. The role and powers of the elected representatives are defined by the Belgian Law on Trade Union Delegations. When acting in their capacity as elected representatives, they enjoy all the rights and protections specified by Belgian Law relating to the fulfillment of their social function.
5. The elected representatives designated by the labor organizations are at Appendix N.

Article 49 – Committee for Preventions and Protection at Work

The names of the employee representatives to the Committee for Prevention and Protection are at Appendix O.

Article 50 – Labor Medical Service

1. SHAPE/Chièvres. Appointments will be made through the Occupational Health Manager (Ms. Brison at 065/445839). The labor physician for these areas is:

Docteur Vershelde
C.E.S.I. (Médecine du Travail asbl)
Chaussée de Binche 101, 2b
7000 MONS

2. Brussels. Appointments will be made through Occupational Health Manager or through Ms. Brulez at 02/7179703. The labor physician for this area is:

Dr. Poot
CESI
Avenue K. Adenauer, 8
1200 BRUXELLES

3. In case of emergency an employee may see the physician of their choice.

Article 51 – Addresses of Labor Control Offices

	LABOR LAW CONTROL	TECHNICAL CONTROL OF LABOR
<i>BRABANT</i>	Rue Belliard 49, 1040 Bruxelles	Rue Belliard 53a, 1040 Bruxelles
<i>HAINAUT</i>	Boulevard Gendebien 16, 7000 Mons	Boulevard Gendebien 16, 7000 Mons
	Rue Childeric 51, 7500 Tournai	Boulevard Gendebien 16, 7000 Mons

APPENDIX A

TERMINATION OF EMPLOYMENT CONTRACT

(Law of 3 July 1978)

1. Notification (Article 37). The notification of termination must indicate the commencement and duration of the notice period. When the employee gives the notice, the notification is given in writing to the employer. The signature of the employer on the duplicate of the notice letter will serve as acknowledgment of receipt of the notification. Notice can also be given by registered letter through the mail, taking effect on the third workday following the date of dispatch or by a writ of execution served by a legal bailiff. When the employer gives the notice, the notification can only be given by registered letter through the mail, taking effect on the third workday following the date of dispatch or by a writ of execution served by a legal bailiff.

2. White Collar Employees (extracts of Articles 82 and 84) - Permanent Contracts.

a. The period of notice will start only on the first day of the calendar month following the month during which the notice was given.

b. The length of the notice period when given by the employer will be three months for employees with less than five years seniority and whose annual remuneration does not exceed 16,100 * EUR. This period will be increased by three months per each new five-year period of service with the U.S. Forces in Belgium. When the employee period gives the notice, the above-mentioned notice periods will be reduced by half, but may never exceed three months.

c. If employee annual remuneration exceed 16,100 EUR the length of the notice period to be observed by the employer and the employee will be determined either by agreement concluded, at the soonest, at the moment the notice is given or by the court.

(1) If the notice given by the employer, the notice period may not be less than periods fixed for employees whose annual remuneration does not exceed 16,100 EUR.

(2) If the notice is given by the employee, the notice period may not exceed four months and a half if the annual remuneration exceeds 16,100 EUR but does not exceed 32,200.00 EUR. It may not exceed six months if annual remuneration exceeds 32,200.00 EUR.

d. Any employee to whom the employer has given notice may, when he/she has found other employment, terminate the contract by given an advance notice of:

(1) One month when the annual remuneration does not exceed 16,100 EUR.

(2) Two months if it exceeds 16,100 EUR but does not exceed 32,200.00 EUR.

(3) A maximum of four months if it exceeds 32,200.00 EUR (to be determined at the moment the notice is given or by the court).

e. For employees hired after 1 April 1994 and whose starting annual remuneration exceeds 32,200.00 EUR, the termination notice period by the employer is determined by mutual agreement at the moment of the signature of the contract. The agreed notice period will be three months for less than 5 years seniority. The period will be increased by three months per each completed five-year period of service with the U.S. Forces in Belgium.

Note: amounts at basic rate subject to yearly adjustment. See Appendix R for updated amounts.

3. Blue Collar Employees (extracts of Articles 59 and 60) - Permanent Contracts.

a. The notice period begins on the Monday following the week during which the notice was given.

b. When the notice is given by the employer, the notice period will be:

(1) 35 calendar days if the employee has at least 6 months but less than 5 years seniority.

(2) 42 calendar days if the employee has least 5 years but less than 10 years of service.

(3) 56 calendar days if the employee has at least 10 years but less than 15 years of service.

(4) 84 calendar days if the employee has at least 15 but less than 20 years of service.

(5) 112 calendar days if the employee has 20 years of service and above.

c. When the notice is given by the employee, the notice period will be equal to 14 calendar days. However, if the employee has 20 years of service or more, the notice to be given by the employee will be equal to 28 calendar days. The parties may agree on a shorter notice period.

d. They have to be computed according to the acquired length of service at the time the notice period becomes effective.

e. As long as the employee has not completed six months of uninterrupted service, the notice period to be observed by the employer is fixed at seven calendar days, and the notice period to be observed by the employee at three calendar days.

4. Penalties (Article 39, Paragraph 1). The party who breaks the contract without just cause or without observing the periods stated above, will be obligated to pay the other party an allowance equal to the wages, for a period of time corresponding either to the duration of the notice period or to the part of the period not yet elapsed.

5. Short Notice (Article 83) - (Does not apply to Blue Collar Employees). If the notice is given by the employer to terminate the employee's contract effective the first day of the month following the month during which the employee turns 65, the notice period will be 6 months when the employee has more than 5 years of accrued seniority, 3 months if he/she has less than 5 years of accrued seniority. If the notice is given by the employee these notice periods are reduced by half.

6. Temporary Contracts for a specific time period or for a specific tasking (Article 40). If the contract is made for a specific time period or for a specific tasking, the party which breaks the contract before it expires and without a serious offense has to pay to the other party an indemnity equal to the salary which would be paid until the expiration of the contract. However, this amount may not exceed twice the amount corresponding to the notice period, which would have to be granted if the contract would have been made without specific expiration date.

7. Successive Temporary Contracts for a determined duration.

a. Article 10 of the Belgian Law on Labor Contracts dated 3 July 1978. When the parties make more than one temporary contract, without interruption by the employee, they are considered as having made a permanent contract (for indefinite duration), unless the employer provides evidence that these contracts were justified by the nature of the work or by other legitimate reasons. In this case, the party who breaks the contract has to respect the notice periods applicable to permanent contracts.

b. Article 10 bis of the Law on Labor Contracts as implemented by a 30 March 1994 Law. As an exception to the above, consecutive contracts for a determined duration may be entered into even if neither the nature of the work nor legitimate reasons justifies the temporary nature of these contracts, provided the following conditions are met: A maximum of 4 contracts for a minimum duration of 3 months each. The total duration may not exceed 2 years.

APPENDIX B

SUSPENSION OF THE CONTRACT

1. *Suspension Periods Prescribed By The Law.*

a. *Law of 3 July 1978, Article 28.* The performance of the contract is suspended:

(1) In case the firm is closed during the *annual leave* period and also during the annual leave taken by the employee out of the said closing period.

(2) During the leave, absence and work interruption periods provided by Articles 39, 39 bis, and 42 to 43 bis of the Law on Labor dated 16 March 1971 (See Paragraph d below).

(3) During the necessary time for the employee to sit as social judge or counselor at the sessions of labor courts and appeal labor courts.

(4) During the time an employee is detained in a prison pending adjudication of the allegation.

b. *Law 3 July 1978, Article 31, Para L, Disease and Accidents.* The contract is suspended when the employee is unable to work due to a *disease or an accident*.

c. *Law 16 March 1971, Article 39, 39bis, 42 To 43 Bis, Maternity Leave.*

(1) A pregnant employee who informed the employer of her pregnancy is authorized to be absent from work during the required time to take antenatal medical examinations that cannot take place outside duty hours. In order to keep her salary entitlements during this absence, the employee must inform her supervisor prior to the absence and submit a medical certificate.

(2) Notwithstanding specific rules applicable in case of delivery occurring before or after the due date, the labor contract is suspended during the *15-week maternity leave period*.

(3) The maternity leave consists of two periods:

(a) *10 weeks mandatory rest period for the mother* - 1 week must be used prior to the presumed delivery date and 9 weeks as of the delivery date.

(b) *5 weeks maternity leave (7 weeks in case of multiple delivery)* to be taken at the employee's request either as of the 6th week (8th in case of multiple delivery) prior to the presumed date of delivery or after the mandatory rest period or a combination of both.

(4) Should the delivery take place at an earlier date than the expected date, the workdays situated within the 7 days prior to the delivery may not be compensated by an extension of the postnatal leave. In other words, the employee will forfeit at the maximum the one-week mandatory rest period, which must be used prior to the delivery.

(5) Should the delivery take place at a later date than the expected date, the 6 weeks maternity leave taken prior to the expected delivery will be extended until the delivery.

(6) The 15 weeks (17 weeks in case of multiple delivery) maternity leave are paid by the Belgian Health Insurance System (Mutuelles).

(7) Extension of the maternity period by the days of absence as listed under the 11 October 1991 Royal Decree, are assimilated to days of work.

d. *Law Of 29 December 1990, Article 177, and Royal Decree Of 17 October 1994, Completing Article 30 Of The Law 16 March 1971. Paternity Leave.* For the paternity leave of maximum 10 days granted in case of the birth of a child, see Article 26 (Leave for Special Events).

(1) If *the mother dies or is hospitalized during the period of maternity leave* defined under paragraph d, the father may be granted a ***paternity leave*** in order to take care of the newborn, provided he meets the requirements of article 45, paragraph 1 of the Law on Health Care Benefits.

(2) If the mother dies, the maximum duration of the paternity leave equals the maternity leave not yet taken by the mother before the death.

(3) If the mother is hospitalized, the paternity leave is granted under the following conditions:

(a) Leave starts at the earliest the seventh day following the date of the birth.

(b) The child must have left the hospital.

(c) The mother must be hospitalized for more than 7 days. The paternity leave ends when the mother leaves the hospital and at the latest at the end of the maternity leave not taken by the mother.

e. *Law of 21 December 1994, Articles 73 and 74. Palliative Care.* The contract is suspended during the absence of an employee who provides *palliative care*. Palliative care is any form of assistance (medical, social, administrative and psychological) and any care provided to individuals suffering from incurable diseases and being in a terminal stage. The employee's contract is suspended for a one-month period, which can be extended with a maximum of another month. The employee may decide to either suspend his employment contract totally or partially. He will receive an allowance from the Belgian Unemployment Office. For protection against termination during leave for palliative care, see hereunder 2.d.

f. *Royal Decree of 4 June 99. - Articles 100 and 102 of the 22 January 1985 law – Assistance or Care of a Family Member Who is Severely ill in the Scope of the Interruption of Career Program.* A special leave without pay ("interruption of career") must be granted to employees who request it, to assist or care for a Family member (up to the second degree) who suffers from a severe disease. They may also elect to temporarily reduce their work hours by 1/5th, 1/4th, 1/3^{RD or 1/2}. This leave is limited to 12 months maximum (or 24 months in case of work time reduction). An allowance is granted to the employee by the Belgian unemployment office.

In case of assistance to a child aged 16 or less with a single parent, the maximum leave authorized under this program will be 24 months for a full time interruption and 48 months for a part-time reduction of work hours.

g. *Royal Decree of 4 June 99.* - Articles 100 and 102 of the 22 January 1985 law – ***Parental Leave in the Scope of the Interruption of Career Program.*** A parental leave without pay must be granted to employees who request it. The LWOP must start at the latest before the 6-year birthday of the child. An allowance is granted to the employee by the Belgian unemployment office

(1) Full time employees have three options:

(a) *Full-time* LWOP (maximum duration is 3 months. The period may be split and the leave may be used by 1 month increment).

(b) *Half-time* LWOP (maximum duration is 6 months in one block period. The period may be split and the leave may be used by 2 month increments (or multiples of 2).

(c) *1/5th* LWOP (maximum duration is 15 months). The period may be split and the leave may be used by 5 month increments (or multiples of 5).

(2) Part-time employees may only take a full-time LWOP.

2. Termination of the Contract During the Suspension Periods.

a. *Law 3 July 1978.*

(1) The employee may terminate the contract during the suspension periods provided by Articles 28 (1) and (2), 29 and 31 (See Para 1 above). In case of termination by the employee notified prior to or during the suspension period, the notice is effective during the suspension period.

(2) Without prejudice to the provisions of paragraph 3 of Article 38 of the 3 July 1978 Law and of Article 40 of the Law dated 16 March 1971, the termination may also, in the case set forth by paragraph 1, be notified by the employer during the suspension of the contract. In case of termination by the employer prior to or during the suspension period, the advance notice is not effective during the suspension period.

(3) Unless for grievous offense as specified by Article 35 or for sufficient reason as specified in Subparagraph 2 of this paragraph, the employer may not take any action intending to unilaterally terminate the permanent contract, even observing the provisions of the advance notice, during the events specified in Article 29 (1) through (5), and (7) of the Law dated 3 July 1978.

(4) Is considered as sufficient the reason that was recognized sufficient by the judge and of which the nature and the origin are unconnected to the events specified in Article 29 of the Law dated 3 July 1978.

(5) The provisions of Subparagraph 1 of this paragraph do not apply during the trial period.

b. *Law 16 March 1971, Article 40. Maternity Leave.* The employer who employs a pregnant employee may not take any action intending to unilaterally terminate the labor contract from the time the employer was informed of the pregnancy until the end of a one month period starting after the end of the maternity leave, except for reasons unrelated to the physical health state resulting from the pregnancy or from the delivery.

(1) The burden of proof of these reasons lies with the employer. If the employee requests it, the employer will explain the reasons of the employment termination in writing.

(2) If the reason involved to justify the termination does not comply with paragraph 1 of Article 40, or if there is no reason at all, the employer will pay to the employee a flat amount equivalent to six months of the gross salary, without prejudice to the indemnities due to the employee in case of termination of the labor contract.

c. *Law 16 March 1971 and Royal Decree 17 October 1994. Paternity Leave.* As of the moment the employer is informed of the paternity leave, and until the end of the paternity leave, the employee can only be terminated by the employer for reasons unrelated to the leave.

(1) The burden of the proof for these reasons rests on the employer.

(2) If the reason justifying the termination is related to the paternity leave, the employer will pay a flat amount equivalent to three months of the gross salary, without prejudice to the indemnities due to the worker in case of termination of the labor contract.

d. *Termination During Interruption of Career.* When the performance of the labor contract is suspended as a consequence of an interruption of career, the employer may only terminate the contract in case of serious offense or if a sufficient reason does exist. The protection against termination starts the day the leave request is submitted and stops 3 months after the end of the leave.

3. Work Disability Exceeding 6 Months.

a. *Blue Collar Employees, Law 3 July 1978, Article 58.* When the performance of the duties is suspended for more than 6 months due to a work disability resulting from an accident or a disease, the employer may terminate the contract by paying the employee an indemnity that equals the salary corresponding either to the advance notice period or to the part of it still to be accomplished.

b. *White Collar Employees, Law 3 July 1978, Article 78.* When the work disability due to an accident or a disease of an employee hired on a permanent contract lasts over six months, the employer may at any time terminate the contract by paying an indemnity to the employee. This indemnity is equal to the salary corresponding to the advance termination notice due to the employee, with deduction of the salary paid to the employee since the beginning of the work disability or, should it be the case, since the date the advance termination notice became effective.

c. *Restrictions, Law 3 July 1978, Article 58 and 78, Para 2.* The periods of leave or work interruption prescribed by Article 39 of the Law on Labor dated 16 March 1971 are not taken into account for the computation of the six months (maternity leave).

APPENDIX C

ORGANIZATIONS WHICH DO NOT OBSERVE SHAPE HOLIDAY SCHEDULE

1. NATO Health Clinic, Brussels

APPENDIX D

OFFICIAL BULLETIN BOARD

The following official bulletin boards are used to provide information to employees.

1. Centralized Distribution.

	LOCATION	BOARD/POSTING
SHAPE	BLDG 212	HALLWAY
	BLDG 220	HALLWAY
	BLDG 301/307	BLDG 301, ADMIN OFFICE
	BLDG 318	2 nd Floor – Hallway
	SHAPE HEALTH FACILITY	2ND FLOOR-Distribution/repro room
	DODDS-ELEMENTARY SCHOOL	BLDG 703A, ROOM 112
	DOODS-HIGH SCHOOL	BLDG 706
BRUSSELS	NSA BLDG	Bldg 4, Top floor
	NATO HEALTH CLINIC	HALLWAY
	DODDS-AMERICAN SCHOOL	ADMIN OFFICE
	MOTOR POOL	DISPATCH OFFICE
CHIEVRES	COMMISSARY	ASST MGR'S OFFICE
	AAFES	STOCK ROOM
	DPW	HANGAR 6
	DPW, PLUMBERS	BLDG 53
	DPW, HOUSING	BLDG 24
	DOL, CMC	HANGAR 6, CMC
	DOL, SUPPLY DIV, SSA	HANGAR 3, Breakroom
	DOL, SUPPLY DIV, SSSC	HANGAR 3, SSSC
	DOL, PBO	BLDG 29, HALLWAY
CASERNE DAUMERIE	BLDG 24	HALLWAY, 2nd FLOOR
	BLDG 30	HALLWAY, FIRST FLOOR
	39TH SIGNAL BA	BLDG 15
		BLDG 8, HALLWAY
	BLDG 14	HALLWAY

2. Special Distribution to Isolated Locations.

	LOCATION	BOARD/POSTING
SHAPE	SACEUR SECURITY DET	Mr. Druart <i>Tel DSN 424-2422</i>
	DPW, Q1	Mr. Cuvelier, Mons
	YOUTH CENTER	Mr. Van Lierde <i>tel DSN 423-5856</i>
CHIEVRES	CHAPLAIN DIVISION	Mr. Leblon <i>Tel DSN 361-5381</i>
	PMO, BLDG 11	Mrs. Tiberghien <i>DSN 361-5511</i>
	USAF, DET 1, BLDG 28	Mrs. Bevilacqua <i>Lidia.Bevilacqua@CHIEVRES.USAFE.AF.MIL</i>
OTHERS	PEER LIBRARY	Mr. Linsen [<i>Ivo.Linsen@eu.dodea.edu</i>]

APPENDIX E

HOUSING AND RESIDENCE ALLOWANCE

HOUSING ALLOWANCE

1. *Eligibility Criteria.* The housing allowance is granted to the HN employee at his/her request if he/she meets the following criteria and provides the requested documents:

a. Is married, not physically separated, OR is the financial support of one or more children for whom family allowances are granted and paid.

b. Earns less than 17,962.39 EUR per year (gross salary-base pay/not indexed). This amount is subject to Cost of Living Index (COLI).

c. Whose spouse or the individual with whom the employee lives:

(1) Has no professional income.

(2) Is employed in the private sector.

(3) Is a Belgian civil servant who does NOT receive housing allowance benefits.

2. *Amounts.* Up to 719.89 EUR (100%-base pay) per year (determination made according to the salary).

3. *Remarks.* Should the spouse or the individual living with the employee be a member of the workforce administered by the Civilian Personnel Advisory Center, Benelux, or be an employee of the Belgian Ministries, the housing allowance is granted, upon employee's request, to the individual who has the lowest salary.

RESIDENCE ALLOWANCE

1. *Eligibility Criteria.* A residence allowance is granted to employees who do not receive a housing allowance but meet the eligibility criteria provided in the 10 September 1981 Royal Decree.

a. Earns less than 17,782.42 EUR per year (gross salary- base pay/not indexed). This amount is subject to COLI.

b. Employee is single and has no dependent, OR is married and the spouse receives the housing allowance.

2. *Amounts.* Up to 359.95 EUR (100%-base pay) per year (determination based on the salary).

APPENDIX F

MEAL ALLOWANCE

1. Eligibility.

a. Employees required to travel during the same calendar day over a single distance exceeding 25 kilometers in connection with duty assignment away from the permanent duty station, will be paid a meal allowance for meals actually taken outside the duty station.

b. Employees will make maximum use of existing military community or equivalent mess facilities at the temporary duty station.

c. The meal allowance is not granted to personnel on TDY orders.

d. Granted to employees, who without travel away from the duty station, are required to work overtime, so that continuous hours of work, excluding lunch break, equal or exceed 10 hours per work period.

2. Amounts.

a. The allowance will cover the expenses actually paid, limited to the following amounts (basic rate at 100% to which COLI must be added) in case the employee is required to *travel away from the permanent duty station* and is not on TDY orders:

(1) Travel in excess of 5 hours and less than 8 hours - EUR 2.3645

(2) Travel of 8 hours or more - EUR 11.9136

b. Duty travel in excess of 5 but less than 8 hours which actually includes both the 13th and 14th hours of any calendar day, entitles the employee to the allowance authorized for travel of 8 hours or more.

c. If the employee is required to work overtime, 10 hours or more, without traveling away from the duty station, the maximum reimbursement rates (basic rate at 100% to which COLI must be added) will be as follows:

Grades	Rate
From BA-1 to BA-4 and from BB-1 to BB-6	EUR 8.0788
From BA-5 to BA- 8 and BB- 7	EUR 9.9962
BA-9 and above	EUR 11.9136

3. Payment Procedures.

a. Payment requests are submitted on a monthly basis through the supervisor to the CPAC, and will include the following. Requests are audited and spot-checked by the CPAC.

(1) Supervisor's certification of the employee's actual duty tour and the hours and location of the temporary duty assignment.

(2) Proper justification of employee's actual expenses (restaurant, mess, cafeteria bill with TVA Seal, if possible). The bill will show the name and address of the place where employee had the meal, the date and the details of the bill. Payment of multiple meal tickets will be authorized if the multiple tickets are to be considered as a claim for ONE meal (e.g. one ticket for a dinner and an additional ticket for coffee after that dinner).

b. Requests are forwarded to BMOD, AFAR for payment to the employee.

APPENDIX G

PAY DIFFERENTIAL AND DETAIL

1. *Pay Differential - Principle.* A pay differential may be authorized when an employee temporarily performs the duties of a higher grade position for a minimum of 30 days.

2. *Pay Differential - Procedure.*

a. The supervisor requests that the pay differential be granted to the employee by submitting to CPAC a Personnel Action Request. The initial 120 days of a pay differential may be made non-competitively. If the pay differential is extended beyond 120 days and if other employees within the directorate may be interested in these duties, competition is required. The maximum time period for a temporary pay differential is 5 years. The temporary assignment may be made permanent without further competition provided the temporary pay differential was originally made under competitive procedures and the fact that it might lead to a permanent promotion was made known to all potential candidates.

b. CPAC determines if the temporarily vacant position is properly classified.

c. CPAC verifies that the proposed replacement employee does possess the qualifications and/or the experience required to perform the vacant duties in order to receive the pay differential.

d. CPAC analyzes the duties of the vacant position that the replacement should perform and determines the amount of the allowance.

3. *Pay Differential - Payment.* CPAC submits to BMOD-AFAR for payment.

4. *Pay Differential - Denial of the Allowance.*

a. The allowance may be refused if the proposed replacement does not perform duties at a higher level than the duties of his/her own grade.

b. When the allowance is not granted, CPAC may recommend a *detail* which is an official entry into the personnel records and which will evidence the experience and qualifications of the employee for a possible promotion in the future.

5. *Detail – Principle.* A detail is a temporary assignment of an employee to a different position or set of duties for a specified period with the employee returning to his/her original position at the end of the detail. Employees do not need to meet qualification standards in order to be detailed.

6. *Detail – Procedure for 30 Days or Less.* For details of 30 days or less, no Request for Personnel Action is required. It is nevertheless recommended to document the action in a letter or a RPA, which may be filed in the employee's personnel folder.

7. Detail – Procedure for 30 Days or More. Details for more than 30 days must be documented on a request for Personnel Action form unless the detail is to a position, which is identical, or similar to the one incurred by the employee (same grade, series and same main duties).

8. Detail – Remarks. Details to higher, lower or same grade positions are processed in 120-day increments. Extensions of details to higher graded positions with known promotion potential must be processed under competitive procedures if other employees within the directorate may be interested in these duties. Details to *unclassified set of duties* may not exceed 120 days.

APPENDIX H

SEVERE WORKING CONDITIONS – HOT / COLD TEMPERATURES

1. Measuring of temperatures will be in accordance with the Code on Well-being at Work. Maximum temperatures will be measured with a wet bulb globe thermometer or with any other method that results in identical conclusions as to the actual temperature measurements. Minimum temperatures will be measured with a dry thermometer. To measure outside temperature, it is necessary to use a thermometer with the bulb protected by a muff from the wind and solar radiation.
2. The following criteria are established for the payment of unhealthy work allowance for work performed under cold or hot temperature.

Cold Temperature	
5 to minus10 Degrees Centigrade	No allowance paid when the Code criteria are met: (1) Protective Clothing Provided (2) Warm Drinks Provided (3) Rest Periods Provided (4) Warm Rest Area(s) Provided
Minus 10 to minus 15 Degrees Centigrade	Allowance paid when employees required to work and the Code criteria have been satisfied by the employer. Commander stops work when temperature too severe. Determination made in consultation with Labor Physician and Safety Officer/Technician.
Minus 15 Degrees Centigrade and below.	Work Stops
Hot temperature - Moderate work level. (When the work level is determined to be light or heavy, temperature criteria will be adjusted to meet the appropriate work level).	
Below 26.8 Degrees Centigrade	No Allowance Paid
26.8 to 29 Degrees Centigrade	No Allowance Paid when the Code criteria are met: (1) Cold Drink Provided (2) Rest Periods Provided
29.5 to 32 Degrees Centigrade	Allowance paid when employees required to work and the Code criteria have been satisfied by the employer. Commander stops work when too severe in consultation with the Labor Physician and Safety Officer/Technician.
Above 32 Degrees Centigrade	Work Stops

APPENDIX I

ANNUAL LEAVE CARRY-OVER PROCEDURES

1. Definition.

a. Accrual year is the year in which employee accrues leave and which covers the period of 1 January through 31 December of the current year.

b. Leave year is the year in which employee uses accrued leave and which covers the period of 1 January of the accrual year through 31 January of the following year. In other words, accrual year equals 12 months and usage year equals 13 months.

2. Procedure.

a. At the beginning of each leave year, and in order to plan the leave days of the section personnel, the supervisor informs the employees of the mission requirements to include in so far as possible peak workload periods. On the basis of these dates, each employee will make a tentative schedule of his or her annual leave.

b. The supervisor or designee will respond to any written request no later than 2 work days from the receipt of the request. In case of leave denial, the supervisor or designee will indicate the reason for the denial on the leave request.

c. If annual leave is denied, the supervisor will require that the employee reschedule it prior to the end of the current leave year (31 January).

d. If due to very specific mission requirements, the leave cannot be rescheduled, the employee will submit, through his supervisor to the Director of his directorate, a request for a carry-over of annual leave. He will fill out the USAG Benelux Form 600-1A (Request, Approval and Verification of Host Nation Employee Annual Leave Carry-over) and will add supporting documents (namely the leave request denial with the reason of the refusal; the attempts made to reschedule the leave prior to the end of the leave year). Once approved by the Director, the request will be forwarded to the Civilian Personnel Advisory Center prior to 1 February.

e. Approval of annual leave carry-over is valid until 31 March. In special circumstances, the Commander may approve a carry-over exceeding 31 March, and will at that time specify an expiration date within the next year immediately following the accrual year. Leave not taken prior to 31 March or the expiration date established by the Commander will be forfeited.

f. If the employees have taken more annual leave than they were entitled to, the Civilian Personnel Advisory Center will notify them and request them to specify in writing whether they are willing to have the excess days deducted from next month's regular salary or from their next year's annual leave entitlements. Failure to respond will result in deduction of excess days from the next month's regular salary.

APPENDIX J

DOCUMENTATION REQUIRED FOR SPECIAL LEAVE CATEGORIES

REASON FOR LEAVE	REQUIRED DOCUMENTATION
SPECIAL EVENTS	
Marriage of employee	Copy of marriage certificate issued by the town hall.
Marriage of child of employee or of child of his/her spouse	Proof of marriage issued by the town hall plus indication of date and relationship of employee or copy of marriage certificate.
Marriage of employee's or spouse's brother, sister, brother-in-law, sister-in-law, father, mother, father-in-law, mother-in-law, grandchild stepmother or stepfather.	Proof of marriage, date, and relationship issued by the town hall or copy of marriage certificate plus certified statement from employee indicating the relationship.
Ordination or going into convent of employee's or spouse's child, brother sister, brother-in-law, or sister-in-law.	Proof of act and statement from employee certifying he/she was present.
Birth of child (for fathers)	Copy of the birth certificate issued by town hall.
Death of spouse, or the child, father, mother, stepfather or stepmother of the employee or employee's spouse.	Death announcement or copy of death certificate issued by the town hall with indication of relationship.
Death of a relative living under the same roof	Death announcement or copy of death certificate issued by the town hall with indication of relationship and statement from the employee certifying relative was living under the same roof.
Death of employee's or spouse's brother, sister, grandmother, grandfather, or grandchild not living under the same roof.	Death announcement or copy of, death certificate issued by the town hall with indication of relationship.
Holy communion or "Lay Youth" participation of employee's or spouse's child	Proof of child's Holy Communion issued by the church or proof of festival issued by the Lay Youth organization
Family council	Statement, issued by the office visited, indicating employee attended family council plus time indications.
Personal appearance ordered by a court.	Court order (citation)

REASON FOR LEAVE	REQUIRED DOCUMENTATION
OTHER ABSENCES	
Pregnancy - Maternity leave	
Beginning of pregnancy	Doctor's certificate indicating employee is pregnant along with indication of due date.
Upon birth	Doctor's certificate showing date of delivery. Birth certificate issued by the town hall.
Paternity leave (Article 30 of the 16 March 1971 Law)	Doctor's certificate
Palliative care leave	Doctor's certificate. No indication of patient's name, which the employee takes care of.
Leave to assist or take care of a family members with severe illness	Doctor's certificate
Bone Marrow Donation	Doctor's certificate
Union Leave	Copy of the invitation
In order to perform civic duties without drawing personal benefit	Statement issued by the office visited indicating that employee was present plus time period.
Blood collection	When blood collection takes place outside normal work hours: Statement issued by the doctor indicating blood was donated plus time indication.
Adoption	Statement issued by the office visited indicating that employee was completing adoption formalities and date and time period.
Preventive leave	Doctor's certificate stating that family member (relative or other individual) living under the same roof has a contagious disease as well as the number of days of absence.

APPENDIX K

USE OF TELEPHONE, E-MAIL AND INTERNET

1. *Purpose.* The purpose of this policy is to inform the Host Nation workforce about Management's position regarding.

- a. Use of telephone and e-mail.
- b. Internet access (websites, chat rooms, etc.).
- c. Monitoring of telephones, e-mail and Internet access.
- d. Respect for employee privacy.

2. *Applicability.* This policy is applicable to all Host Nation personnel employed by the American Forces in Belgium.

3. *Responsibility.* The use of information/communication system equipment provided by the U.S. Forces, to include telephone, e-mail and internet access, is only authorized if all the provisions of this document are adhered to. Each user is personally responsible for his behavior, for the protection of information and the security of the systems of the U.S. Forces. He bears complete responsibility towards the U.S. Forces and towards third parties for any use of e-mail, Internet or telephones which conflicts with this policy. Failure to comply with the policy may result in appropriate disciplinary or adverse action, to include removal for serious offenses.

4. *Instructions.*

a. *Telephone, E-mail and Internet Access.* The Government e-mail system, Internet access and telephones may only be used to conduct official Government business.

b. *Authorized Personal Use of Telephone, E-Mail and Internet Access.*

(1) Management tolerates limited personal use of the Government e-mail system and internet access, provided:

(a) It does not adversely affect the performance of official duties.

(b) It is limited to reasonable duration and frequency and, when possible, done during off-duty hours.

(c) It serves a legitimate public interest, such as furthering the education and self-improvement of employees, improving employee morale and welfare, or job searching in response to downsizing.

(d) It must not overburden the communications system.

(e) Takes into consideration security measures and demands based on the system and the equipment used (for example, protecting the system against viruses).

(f) It does not reflect adversely on the Government of the United States, the Department of Defense, Department of the Army or USAREUR.

(g) It does not constitute an infraction of these instructions, of the legal and conventional provisions, of the work contract or of the applicable labor regulation.

(2) The limited personal use of the Government telephone system will only be authorized for local communications within Belgium; they will be limited to reasonable frequency and duration. They will be restricted to urgent communications, which may not take place outside normal working hours.

c. *Prohibited Uses.* Below are examples of information that is not authorized for transmission through official telephone, e-mail and for internet access. This list is not exhaustive.

(1) Obscene or sexually explicit material, such as pornography.

(2) Hate literature, websites of extremist organizations, or other offensive material.

(3) Hacker literature or other illegal material.

(4) Personal announcements, advertisements for sale, solicitation of goods or services for personal gain, or other commercial uses.

(5) Transmission of chain letters or computer hoaxes.

(6) Information that advertises unofficial group activities, such as private, non-Governmental organizations or companies that could gain a financial or competitive profit or increased prestige. (This does not include events co-sponsored by commercial contractors of the Government when those events are requested by and are in the interest of the Government).

(7) Streaming audio or video (such as PointCast) or file-sharing sites or software (such as Napster).

(8) Chat forums, except those specifically sanctioned by the U.S. Government for official purposes.

5. *Monitoring and Protection of Privacy.*

a. The use of a U.S. Government computer system constitutes consent to monitoring by authorized personnel.

b. Authorized personnel is defined as U.S. Army Military Intelligence Personnel; Civilian Intelligence Specialist and security specialists assigned to Command Security Offices and Personnel assigned to ACERT. System Administrators (SA) and Network Administrators (NA) may do routine scan of log files and operating system files. The only time a SA or NA may access files, which are not part of the operating system, is when they have an official need to know.

c. Monitoring may be done at any time and in accordance with the provisions of the AR 380-53, Information Systems Security Monitoring. This monitoring also covers the surveillance of personal use of U.S. Government information systems. This monitoring will be performed while complying with the provisions of applicable Belgian laws on privacy.

d. Monitoring may be performed to meet one of the following 4 objectives:

(1) Prevention of illegal acts, or acts that are against good conduct or which affect other's dignity (for example: computer hacking, access to pornographic or pedophile sites, sites inciting to violence, hate and discrimination).

(2) Security and/or operation of the computer systems, including cost control and physical protection of the installations (such as protection of the band width, protection against viruses).

(3) Good faith respect of the rules and procedures for the use of technologies within the organization.

(4) Protection of the financial, commercial and economic interests of the employer. (For the U.S. Forces, this also includes protection of sensitive or classified information).

e. *Monitoring Procedure.* Monitoring will provide anonymous data (ex: Time of connection per work station, data collection of the number and volume of outgoing mails per work station but not the name of the employee who sent them). Only when it clearly appears that there is a problem can management identify the data. Once management identifies the offender, management must first talk to him/her to give him/her an opportunity to provide his/her defense.

f. Monitoring of telephone use will be similar to the monitoring of automated information systems while complying with the Belgian legal requirements on privacy.

g. Point of Contact for questions on monitoring is the helpdesk at DSN 361-5328.

6. *Review of the Policy.* This policy will be reviewed and updated on a regular basis, since portions may become obsolete or additions may become necessary because of developments in technology. Management officials in coordination with the Benelux CPAC, the Northern Law Center and the employee elected representatives will accomplish this review.

APPENDIX L

TABLE OF PENALTY

(To be used as a general guide to supervisors. It has no legal binding character)

OFFENSE	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
1. Reporting to work in a drunken or drugged condition or get drunk on duty.	Written reprimand to 5 days suspension	5 to 30 days suspension	30 days suspension to termination for cause.
<i>REMARK: Penalty may be exceeded when aggravating circumstances are present, such as safety of personnel or property being endangered.</i>			
2. Smoking in areas where smoking is prohibited.	Written warning to reprimand	Reprimand to 5 days suspension	5 days suspension to termination for cause.
<i>REMARK: If safety of personnel or property is endangered, termination for cause may be warranted for a first offense.</i>			
3. Absence from the regularly scheduled tour of duty which has not been authorized and/or for which pay must be denied. Including leaving the work site without permission.	Written warning to 1 day suspension	1 to 5 days suspension	5 days suspension to termination for cause.
4. Unexcused tardiness.	Written warning to 1 day suspension	1 to 3 days suspension	1 to 5 days suspension. Habitual tardiness may warrant termination for cause.
<i>REMARK: Penalty depends on length and frequency of tardiness.</i>			
5. Stealing	Termination for cause		
6. Failure to maintain tools and equipment.	Verbal warning to Reprimand	Reprimand to 2 days suspension	3 to 30 days suspension
7. Violation of administrative rules			
a. Where safety to persons or property is not endangered.	Written warning to reprimand	Reprimand to 5 days suspension	5 days suspension to termination for cause.
b. where safety to persons or property endangered.	Termination for cause		

OFFENSE	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
8. Misuse of government property			
a. Willful use of government vehicle for other than official purposes.	30 days suspension to termination for cause	Termination for cause	
b. Unauthorized use of telephone, e-mail, internet	Written warning to reprimand	Reprimand to 5 days suspension	5 days suspension to termination for cause.
c. Use of government property for personal benefit.	Reprimand to termination for cause	1 day suspension to termination for cause	14 days suspension to termination for cause
d. Unauthorized use or lack of control of an official Government Purchase Card (GPC).	Counseling to termination for cause	14 days suspension to termination for cause	30 days suspension to termination for cause
<i>REMARK: Penalty depends on such factors as the value of the property or amounts of employee time involved and the nature of the position held by the offending employee</i>			
9. Insubordination, to include refusal to obey orders issued by competent authority, defiance of authority.	Reprimand to 5 days suspension	5 to 30 days suspension	30 days suspension to termination for cause
10. Delay in carrying out instructions.	Reprimand to 5 days suspension	1 to 5 days suspension	5 days suspension to termination for cause
11. Fighting on the workplace.	Termination for cause		
12. Violation of normal rules of conduct such as using abusive language or otherwise violates common decency and/or accepted moral standards.	Reprimand to 5 days suspension	1 to 30 days suspension	30 days suspension to termination for cause
<i>REMARK: Penalty may be exceeded based on whether actions were directed at supervisor</i>			
13. False statements, falsification of documents reports, records.	Termination for cause		
<i>REMARK: Penalty depends on such factors as the nature of the false statements or of the falsification</i>			
14. Failure to perform work properly through carelessness, negligence or willful idleness.	Written warning to reprimand	Reprimand to 5 days suspension	5 to 30 days suspension.

OFFENSE	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
15. Harassment			
a. Moral or sexual harassment at the work place by a supervisor.	1 day suspension to termination for cause	10 days suspension to termination for cause	30 days suspension to termination for cause
b. Moral or sexual harassment at the suspension work place NOT by a supervisor.	Reprimand to 30 days suspension	5 days suspension to termination for cause	10 days suspension to termination for cause
c. Abusive complaint of moral or sexual harassment.	Reprimand to termination for cause	5 days suspension to termination for cause	10 days suspension to termination for cause

THIS LIST IS NOT ALL INCLUSIVE. NOTWITHSTANDING THE ABOVE, OFFENSES LEADING TO AN IMMEDIATE AND DEFINITIVE BREACH OF THE EMPLOYER'S TRUST WILL JUSTIFY A TERMINATION FOR CAUSE.

APPENDIX M

VIOLENCE, MORAL AND SEXUAL HARASSMENT - TRUSTEES

1. *Prevention Advisor*. C.E.S.I. - Cellule Harcèlement, 8 avenue Konrad Adenauer, 1200 Brussels. Telephone number 02-761.17.74 or e-mail: harcelement@cesi.be.

2. *Trustees:*

Ms. Brigitte GABREAU, Building 30, Caserne Daumerie, Chièvres, DSN 361-5487.

Mr. Dany GODEFROID, Hangar #3, Chièvres Air Base, DSN 361-5142.

Ms. Thérèse SEGAERT, Building 15, Caserne Daumerie, Chièvres, DSN 361-5517.

Ms. Anne CHAUVAUX, ACS, Bldg 318, SHAPE, DSN 423-5324.

Mr. Said CHIKHI, MWR, USAG Brussels, DSN 368-9667.

Ms Yolanda BANDOLO, Bldg 24, Caserne Daumerie, DSN 361-5813.

Mr. Marco FUMAGALLI, DMWR, CYS, SHAPE, DSN- 423-5613.

APPENDIX N

ELECTED EMPLOYEE REPRESENTATIVES1. General (Socialist) Trade Union for Public Service (CGSP-ACOD).a. *Primary Members:*

Mr. Eeckhaut Bruno	USAG/DPW	Chièvres	361-5458
Ms. Gevaert Martine	39th Signal	Chièvres	361-5356
Mr. Lefebvre Sébastien	USAG/DOL	Chièvres	361-5734
Ms. Van Simaey Corinne	USAG/DHR	Chièvres	361-5026

b. *Alternate Members:*

Mr. Dupont Dominique	USAG/DOL	Chièvres	361-5929
Mr. Lefebvre André	USAG/DPW	Chièvres	361-5688
Mr. Lievin Alain	USAG/DOL	SHAPE	366-6176
Mr. Vantieghem Fabrice	USAG/DPW	Chièvres	

2. General (Liberal) Trade Union of Belgium (CGSLB-ACLVB).a. *Primary Members:*

Mr. Bollaert Patrick	USAG/DOL	SHAPE	366-6332
Mr. Decabooter Frederic	USAG/DPW	Chièvres	361-5768

b. *Alternate Members:*

Mr. Lee Leon	USAG/DOL	Brussels	368-9785
Mr. Duquenne Philippe	USAG/DOL	SHAPE	423-4532

3. Christian Trade Union for Public Service (CSSP-CCOD).

No representative

APPENDIX O

EMPLOYEE REPRESENTATIVES TO THE COMMITTEE FOR PREVENTION AND PROTECTION AT WORK

1. General (Socialist) Trade Union for Public Service (CGSP-ACOD).

a. *Primary Members:*

Mr. Eeckhaut Bruno	USAG/DPW	Chièvres	361-5458
Ms. Gevaert Martine	39th Signal	Chièvres	361-5356
Mr. Lefebvre Sébastien	USAG/DOL	Chièvres	361-5734
Ms. Van Simaey Corinne	USAG/DHR	Chièvres	361-5026

b. *Alternate Members:*

Mr. Dupont Dominique	USAG/DOL	Chièvres	361-5929
Mr. Lefebvre André	USAG/DPW	Chièvres	361-5688
Mr. Lievin Alain	USAG/DOL	SHAPE	366-6176
Mr. Vantieghem Fabrice	USAG/DPW	Chièvres	

2. General (Liberal) Trade Union of Belgium (CGSLB-ACLVB).

a. *Primary Members:*

Mr. Bollaert Patrick	USAG/DOL	SHAPE	366-6332
Mr. Decabooter Frederic	USAG/DPW	Chièvres	361-5768

b. *Alternate Members:*

Mr. Lee Leon	USAG/DOL	Brussels	368-9785
Mr. Duquenne Philippe	USAG/DOL	SHAPE	423-4532

3. Christian Trade Union for Public Service (CSSP-CCOD).

No representative

APPENDIX P

USEFUL INFORMATION

1. Through the Ministry of National Defense, the USAG Benelux is affiliated with:
 - a. The National Office of Social Security under Registration Number 032-935 079.
 - b. The National Fund for Annual Leave, 12, rue des Champs Elysees, 1050 Bruxelles, under Registration Number 222.9762 for blue-collar employees. However, the Annual Leave Bonus for White Collar employees is paid directly by the Ministry of National Defense between 1 May and 30 June.
 - c. The National Office for Family Allowances, 70, rue des Treves, 1040 Bruxelles, under Registration Number 149/35.
 - d. The Insurance Company for Public Services (ETHIAS), 24, rue des Croisiers, 4000 Liege (Work accidents). Policy Number: 6.500.560.
 - e. DKV Belgium, Bd Bischoffsheimlaan 1-8, B-1000 Bruxelles, Insurance Number : 44007417. Point of contact : Hospitalization Insurance Div. at the BMOD : 02/2646324
2. Federal Service of Employment, Labor and Social Consultation, rue Ernest Blerot, 1 1070 Bruxelles (tel 02/233 41 11), Registration Number 816/54.6A.
3. Official Address: USAG Benelux: Headquarters, U.S. Army Garrison Benelux, Caserne Daumerie, building 30, Rue Grande, 56, B-7950 Chièvres, Belgium.
4. “Supervisor” means first-line chief.
5. The term “Host Nation employee” is defined as any employee who signs an employment contract with the U.S. Forces in Belgium through the auspices of the Belgian Ministry of National defense, acting in the name and on behalf of the U.S. Government, which is the Employer. Host Nation employees must either be European Union Nationals or NATO Nationals (other than U.S. citizens). Employees with dual citizenship, one of which being U.S., may not become or remain Host Nation employee (AE SUP 1 AR 690-300.301, Overseas Employment).

APPENDIX Q

REDUCTION IN FORCE (RIF) PROCEDURES

USAG Benelux Pam 600-1-1 has been printed separately.

APPENDIX R

INDEX

1. Cost of Living Index. Wages and salaries, housing and residence allowances, language bonus, meal allowances are linked to the fluctuation of the reference index (138.01 of 1 January 1990-called basic rate). To obtain the current rate, you multiply the basic rate by the most current coefficient of increase. Most current coefficient of increase is:

1 October 2008 - 1,4859.

2. Reimbursement Rate for the use of Privately Owned Vehicle (POV).

1 July 2009 0,3026 EUR Ministerial Circular 596 dated 1 July 2009.

1 July 2010 0,3178 EUR Ministerial Circular 604 dated 14 June 2010.

3. Update of Salary Rates used in the Law on Employment Contracts. The salary rates taken into account in the 3 July 1978 Law (Articles 82, 84, 85, 67) pertaining to the employment contracts are updated annually on 1 January based on COLI.

On 1 June 2010:

16,100 EUR becomes 20,327 EUR.

19,300 EUR becomes 36,355 EUR.

32,200 EUR becomes 60,654 EUR.

APPENDIX S

VOLUNTARY REDUCTION OF WORK-TIME INTERRUPTION OF CAREER PROGRAM

1. Reference. Belgian Law dated 22 January 1985, Article 100, as modified and the Royal Decree dated 28 February 1991.

2. Applicability. All U.S. Forces Host Nation (HN) employees serviced by the Benelux Civilian Personnel Advisory Center (CPAC) in Belgium.

3. Background. HN employees may request an authorized unpaid absence from employment or a voluntary reduction of work time. The legal provision is titled Interruption of Career (IC). Some of the more significant aspects of the law are:

a. The IC program may be for a full time interruption or for a temporary change from full time to part time work schedule (temporary reduction of the full time work hours by ½, 1/3, ¼, or 1/5).

b. Employees electing IC receive a monthly allowance from the Belgian Government for complete interruption. This allowance is pro-rated for part-time interruption. Employee has return rights to the position occupied or at least to a similar position.

4. Policy. It has been U.S. Forces policy to decide IC requests on an equitable basis. This policy will continue. In order to facilitate these decisions and allow organizations to meet mission requirements, the following criteria are established:

a. Criteria:

(1) Who may request it? Permanent Host Nation employees with at least one year of service.

(2) Are normally excluded:

(a) Individuals at grades 9 and above. To be noted that “grade” means the actual grade the employee holds at the time of the request, not the protected pay grade, nor the target grade in case of a trainee.

(b) Supervisors.

However, on an exceptional basis, an IC may be granted to an employee holding a position normally excluded, when the smooth operation of the service is not jeopardized. These exceptions will be decided on a case-by-case basis after thorough and careful analysis.

(3) Maximum duration of the IC

(a) *Full Time IC.* The maximum duration of an approved full time IC, will not exceed *one year*. No extension will be authorized with the exception of the IC requests from employee’s aged 50 and

above which may be approved on a yearly basis until retirement age (maximum 65 years old). The reason for limiting the approval to one year is to give a chance to all employees to have their turns and to avoid employees being away too long from their positions.

(b) *Part-Time IC*. Maximum total duration will not exceed *five years*. Requests will be submitted for approval for maximum one year at a time and minimum 3 months. To be noted that the five-year limitation does not apply to employees aged 50 and above whose IC may be renewed until retirement age (maximum 65 years old).

(4) IC requests will be processed according to their dates of submission by the employee to the first line supervisor.

b. *Procedure of Submission of the Request to Management.*

(1) Request must be submitted in writing, as soon as possible, but no later than 3 months prior to the requested date. Request must be submitted for approval through the first line supervisor to the Director or equivalent organizational level for final approval. A copy of the request will be furnished to the CPAC at the same time. Director will provide written decision to the employee within 30 calendar days of receipt of the request by the first-line supervisor. Disapproved requests will include appropriate justification.

(2) Employee may appeal a disapproved request to the organization commander (military or civilian equivalent) or designee within 15 days from the written notification of disapproval. He may designate a third party to present his appeal. The party may be an employee elected representative. Within 15 days from the receipt of the appeal by the Commander, a meeting will take place between the Commander, the employee accompanied by this representative and his director or designee. A representative of the CPAC and of the Northern Law Center will also attend this meeting as technical advisors. The unit Commander will render a decision within 15 days from the date of the meeting. This decision is final and will include appropriate justification.

(3) Reasons for disapproving the request may be that there are already too many IOCs in the section, or that the operation of the service is jeopardized by the lack of adequate replacements (difficult to fill behind)

(4) Approved IC requests to include extension requests will be forwarded by the Director within 15 days of the date of approval to the Benelux CPAC. CPAC will review for technical sufficiency and process the action.

(5) Employee will provide 30 days advance written notice of intent to return to vacated position.

(6) Content of the request. Employee must specify the type of IC, the requested effective date, the duration and the reasons for the IC request.

(7) All requests whether initial or requests for extensions are subject to the approving process.

5. Restrictions. The above provisions do not cover IC requests for palliative care, parental leave and leave to provide assistance/care to a Family member with serious health condition. These are not subject to review and approval by management

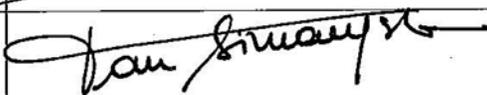
APPENDIX T

APPROVAL OF THE LABOR REGULATION

This regulation is the result of an agreement between Management and the Elected Representatives. This agreement is effective as 1 June 2010.

1. For the elected Representatives.

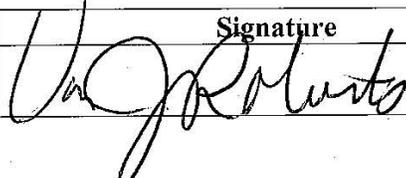
a. Centrale Générale des Services Publics-Socialiste Union (CGSP)

Noms	Signatures
Monsieur Eeckhaut Bruno	
Madame Gevaert Martine	
Monsieur Lefebvre Sébastien	
Madame Van Simaey Corinne	

b. Centrale General des Syndicats Libéraux de Belgique-Liberal Union (CGSLB).

Noms	Signatures
Monsieur Bollaert Patrick	
Monsieur Decabooter Frederic	

2. For Management.

Nom	Signature
Deputy to the Garrison Commander	

APPENDIX U

ALPHABETICAL INDEX

TOPIC		ARTICLE and/or APPENDIX	PAGE
A	Absences		
	Excused Absences	37	37
	Repeated	33, App L	35, 76
	Reason beyond employee's control	27	29
	Unjustified	36, App L	37, 76
	Work Disability	33	35
	Accidents	35, App B	36, 57
	Addresses of Labor Control Offices	51	53
	Advance Termination Notice	App A	54
	Alert Status	10	6
	Allowances		
	Bicycle	14	13
	Clothing Expenditure	22 TER	19
	Driving and maintenance of official vehicle	22	18
	End-of Year Bonus	11	10
	English Language	12	12
	Flexible Work Schedule	8	5
	Funeral expenses	22 bis	19
	Housing/Residence	11, App E	10, 64
	Meal	18, App F	16, 65
	Meal vouchers	11	10
	Night-Work	17	16
	On-Call	13	12
	Overtime	15	15
	Pay Differential	19, App G	17, 67
	Severe Working Conditions	21, App H	17, 69
	TDY	20	17
	Transportation	14	13
	Use of POV	14, App R	13, 84
	Annual Leave	24	25
	Carry-Over procedures	App I	70
	Appeal – Disciplinary	38	38
	Termination for serious offense	39	41
	Position Classification	41	44
B	Bicycle Allowance	14	14
	Blood Donor	28	30
	Bone Marrow Donor	28	30
	Board of Investigation	39	41

TOPIC		ARTICLE and/or APPENDIX	PAGE	
B	Breaks	Lunch	7	5
		Rest Periods	7	5
	Bulletin Boards		App D	62
C	Camera		45	49
	Carry-Over procedure (annual Leave)		App I	70
	Committee for Preventions and protection at work		49	52
	Commuter Ticket		14	14
	Compensatory Time		15	15
	Complaints	Grievance	40	43
		Harassment	42	45
		Position Classification	41	44
	Contagious disease (preventive leave)		29	31
	Cost of living index (COLI)		11, App R	10, 84
D	Damage		43	49
	Detail		19, App G	17, 67
	Discipline		38	38
	Disease		33, App B	34, 57
	Duties (Supervisory)		47	51
E	Elected representatives		48, App N	52, 80
	E-mail Usage		44, App K	49, 73
	Emergency Work		10	6
	End of Year Bonus		11	10
	English Bonus Allowance		12	12
	Excused Absence		37	37
F	First aid kit		35	36
	Funeral expenses		22bis	19
G	Grievance procedures		40	43
H	Harassment		42, App L, App M	45, 76, 79
	Holidays		23, App C	24, 61
	Holiday work	Regular Schedule	7, 15, 23	5, 15, 24
		Flexible Schedule	8, 16, 23	5, 16, 24
	Housing Allowance		App E	64
I	Incapacity to Work		33	34
	Index	Alphabetical	App U	88
		Cost of Living	11, App R	10, 84

TOPIC		ARTICLE and/or APPENDIX	PAGE
I	Information (Useful)	App P	82
	Internet Usage	44, App K	49, 73
	Interruption of Career	32, App B, App S	33, 57, 85
J			
K			
L	Labor		
	Control Offices	51	53
	Medical Service	50	53
	Physician	34	35
	Regulation's Approval	App U	88
	Relations	48	52
	Supervision	47	51
	Language Bonus	12	12
	Leave		
	Annual Leave	24	25
	Blood Donor	28	30
	Bone Marrow Donor	28	30
	Circumstances Outside Employee' Control	27	29
	Interruption of Career	32, App B, App S	33, 57, 85
	Leave Without Pay	30	31
	Maternity Leave	31, App B	32, 57
	Parental Leave	App B	59
	Paternity Leave	31bis, App B	58
	Preventive Leave (Contagious disease)	29	31
	Reduction of Work Time (RW)	25	26
	Sick Leave	33, App B	34, 57
	Special Events	26	27
	Special Events (Required Documentation)	App J	71
	Loss	43	49
	Lunch Breaks	7	5
M	Maternity Leave	31, App B	32, 57
	Meal Allowance	App F	65
	Meal vouchers	11	10
	Medical		
	Arbitration	33	34
	Care (Accident)	35	36
	Certificate	33	34
	Service	50	53

TOPIC		ARTICLE and/or APPENDIX	PAGE	
M	Medical Examination	At Management's Request	33, 34	34, 35
		Duty Resumption	34	35
		Voluntary Consultations	34	35
	Moral Harassment		42, App L, App M	45, 76, 79
	Moral First Aid		42, App L, App M	45, 76, 79
N	Night Work		17	16
	Notice period (Termination)		App A	54
O	Oral warning		38	38
	Overtime	Regular Schedule	15	15
		Flexible Schedule	16	16
P	Palliative care		App B	58
	Paternity Leave		App B	58
	Parental Leave		App B	59
	Part-Time Work		9	6
	Pay	General	11	8
		Leave Without Pay	30	31
		Pay Differential	19, App G	17, 67
		Pay Slip	11	11
	Payment of Salary		11	11
	Penalties (Table – Discipline)		App L	76
	Position Classification complaints and appeals		41	44
	POV use		14, App R	13, 84
	Preventive Leave		29	31
	Probationary Period		4	3
	Procedure	Appeal	38	40
		Disciplinary	38	38
		Grievance	40	43
		Reduction in Force (RIF)	App Q	83
		Reduction of Work Time (IC)	App S	85
	Promotions		3	2
	Property		43	49
	Protection at Work		49, App O	52, 81
Q				
R	Recruitment conditions		2	2
	Reduction in Force (RIF) Procedure		App Q	83

	TOPIC	ARTICLE and/or APPENDIX	PAGE
R	Reduction of Work Time (RW)	25	26
	Remuneration	11	8
	Reprimand	38	38
	Residence Allowance	App E	64
	Rest Days	23	24
	Rest Periods	7	5
	Responsibility (Supervisor)	47	51
	Resumption of duty	34	35
S	Salary	11	8
	Security	43	49
	Separation without notice (For serious offense)	39	41
	Separation without notice appeal	39	41
	Severe working conditions	21, App H	17, 69
	Sexual Harassment	42, App L	45, 76
	Sexual Harassment (Trustees)	App M	79
	Sick Leave	33	34
	Seniority	11	8,9
	Social Commuter Ticket	14	14
	Special Events Leave	26	27
	Special Events Leave (Required Documentation)	App J	71
	Step Increase	11	8
	Suggestions	46	50
	Supervision of Labor	47	51
	Supervisory duties	47	51
	Sunday work	Regular Schedule	15
		Flexible Schedule	16
	Suspension of contract	6, App B	4, 57
	Suspension (Disciplinary)	38, App B	38, 57
T	Table of Penalty	App L	76
	Telephone Usage	44, App K	49, 73
	Temporary Duty	20	17
	Temporary Contracts – Successive	App A	54

TOPIC		ARTICLE and/or APPENDIX	PAGE	
T	Termination	Disciplinary	5, App A	3, 54
		During Suspension Periods	App B	57
		Employment Contract	5, App A	3, 54
		Serious Offense	39	41
		Table of Penalty	App L	76
	Theft	43, App L	49, 76	
	Transportation Allowance	14	13	
U	Union affiliation		1	1
	Unjustified Absence		36	37
	Use	Camera	45	49
		E-mail	44, App K	49, 73
		Government Property	43	49
		Internet	44, App K	49, 73
		Telephone	44, App K	49, 73
Useful Information		App P	82	
V	Violence		42, App M	45, 79
	Voluntary Medical Consultation		34	35
	Voluntary Reduction of Work Time (IC)		App S	85
W	Warning – oral and written		38	38
	Within Grade Increase		11	8
	Work Accident		35	36
	Work Disability		33, App B	34
	Work Hours	Regular	7	5
Flexible		8	5	
X				
Y				
Z				