

U.S. Forces USAREUR-AF and USAFE-AFAFRICA (USF) Guidelines for job-integrated dual-study programs

1. Applicability, definition of terms, and implementation of provisions of the study contract and tariff agreements

(1) These guidelines will apply to students participating in a job-integrated dual-study program with the U.S. Stationing Forces at a state-accredited university (hereinafter referred to as 'cooperative state university' or 'dual-study program').

(2) This type of dual-study program combines theoretical academic phases at a cooperative university with on-the-job training phases (henceforth 'on-the-job phases') with a training organization or agency, in this case one or more facilities of the USF (hereinafter also referred to as 'dual partner') or a third-party organization designated by the latter, on the basis of a study contract. The on-the-job phase is an integral part of the dual-study program. Under this type of dual study program, the student will not receive a separate professional qualification recognized by the chamber of industry and commerce or the chamber of crafts in addition to the university degree.

(3) The provisions of the relevant study contract from the cooperative university, respectively the DHBW, will apply. The following provisions mainly concern amendments and/or modifications, or merely clarifications/explanations of the study contract provisions, or (partially) replace them in an admissible way.

(4) The dual partner's specific training obligations – particularly in view of its suitability, reaching the training objective or compliance with the training plan, providing training resources and necessary work clothing, as well as releasing students – primarily result from the study contract.

(5) The student's specific training obligations – particularly in view of to obligation to study, to participate in classes and examinations, to follow directives, to respect the organizational order and to observe due diligence – primarily result from the study contract.

(6) The provisions of the Tariff Agreement for the Employees with the Stationing Forces in the Federal Republic of Germany (CTA II) with its general provisions (major parts I – IV) and Special Provisions L for Apprentices (Appendix L) will not apply unless explicit reference is made subsequently and in accordance with the provisions of the study contract. In case of such a reference, the tariff provisions will apply by way of exception as far as meaning and purpose in consideration of the special situation of students of a dual-study program are concerned. The contents of the applicable provisions of the CTA II must be made available to the student.

(7) As far as some laws are concerned, for example the *Arbeitszeitgesetz (ArbZG/German Work Time Law)*, *Bundesurlaubsgesetz (BUrIG/Federal Leave Law)* and *Entgeltfortzahlungsgesetz (EntgFG/Law on Continuation of Earnings)*, dual-study students are considered 'employees for the purpose of occupational training'. For students under the age of 18, the *Jugendarbeitsschutzgesetz (JArbSchG/Law*

for the Protection of Employed Youth) is also applicable. Based on explicit determination, however, students are not covered by the *Berufsbildungsgesetz (BBiG/Occupational Training Law)*.

2. Individual provisions

a. Study contract

(aa) Contents

Before the start of the dual study program, the student and the dual partner will conclude a written study contract as a standard form provided by the collaborative university as the only admissible document. In addition to the intended degree program or field of studies, it will include the following information – if necessary as enclosures to the study contract:

- Reference to these guidelines
- Structure and outline of the dual study program
- Beginning, duration and distribution of academic study phases and on-the-job phases (study plan)
- End of dual training
- Disbursement and amount of student pay
- Duration and use of annual leave, and
- Duration of probationary period.

(bb) Subsidiary agreements will only be effective if agreed in writing. They may be terminated separately provided this is agreed upon in the individual contract.

b. Security check, contract duration and probationary period

(aa) Future students must undergo a mandatory security check, the result of which must be available before starting the dual-study program with the USF and may not present a conflict. The decision on this and the evaluation of an existing or suspected security risk will be reserved to the authorities of the USF.

(bb) The contract duration (beginning, regular and irregular end, extension), including the option for a leave of absence or interruption, is based on the study contract and the relevant statutory provisions (e.g. as far as maternity leave and parental leave are concerned).

(cc) The duration of the probationary period follows from the study contract.

(dd) An extension of the probationary period, as possible for employees and apprentices of the Stationing Forces IAW Art. 5 paragraphs 2 and 3 CTA II, is not provided for in the case of students.

c. Personnel questionnaire and medical examination

Art. 4 paragraphs 3 and 4 CTA II will apply analogously to students. As far as medical examinations are concerned, sections 32 et sqq. of the *JArbSchG* will apply to students under the age of 18, insofar as these provide for more extensive obligations.

d. Documentation requirements and inspection of personnel file

(aa) Performance records obtained during the dual-study program are part of the student's personnel file. Students must provide the dual partner with the performance records to be issued by the cooperative university IAW the corresponding study and examination regulations, as well as a copy of the final degree certificate without delay.

(bb) Art. 6 CTA II will apply accordingly and with the proviso that the list included in subparagraph 3 of the provision will be expanded by above mentioned performance records.

e. Confidentiality

Unless already conclusively regulated in the study contract, Art. 7 CTA II will apply analogously.

f. Weekly and daily study hours during academic study and on-the-job phases

(aa) The outline of the dual-study program as far as times and contents are concerned during academic study and on-the-job phases and their combination is governed by the framework study plan for the respective degree course in consideration of the binding provisions of the study and examination guidelines. For the training during the on-the-job phase, the student will receive a training plan from the dual partner prior to the start of the dual-study program. Initially, such plan may be provisional in nature.

(bb) For study hours during the on-the-job phase, Art. 9 paragraph 1.a) CTA II will apply analogously. Thus, study hours will amount to 38,5 hours per week.

(cc) During periods of the academic study phase (particularly classes and exams), the daily on-the-job study hours are considered fulfilled.

(dd) As a general rule, students will not perform overtime during the on-the-job phase. If, as an exception, overtime is to be performed at the instance of the dual partner, this may only occur for urgent operational reasons with explicit prior consent from the student. If these prerequisites are met, the student must be granted compensatory time to the same extent and as soon as possible thereafter with continuation of student pay. For this purpose, only periods of on-the-job phases, in consideration of the student's preference as far as actual times are concerned, may be taken into consideration. For times during the academic study phase, no such release can be granted.

(ee) In consideration of the purpose and times of the study program IAW above subparagraph 2.f.(aa), students may be assigned, as an exception, to work on Sundays, statutory holidays and at night during the on-the-job phase, provided the tasks of the dual partner's organizational unit require this for urgent

operational reasons and the student explicitly concurs with such an assignment in advance. If this results in overtime, the details of subparagraph 2.f.(cc) will apply accordingly.

(ff) If the provisions of the CTA II result in payment of supplements for employees covered by it, such provisions will apply accordingly to students.

(gg) The provisions of the *ArbZG* and other protective provisions, including those of the *JArbSchG*, will apply analogously without restrictions. The latter considerably limit the employment of students under the age of 18 on Sundays, holidays, during the night and on Saturdays. The same applies to performing overtime.

g. Student pay, tuition fees, severe working conditions

(aa) For the duration of the student contract relationship, students will receive monthly student pay in the gross amount of:

1,300 euros during the first year

1.400 euros during the second year

1,500 euros during the third and, if applicable, any year thereafter.

Any severe working conditions will be considered compensated for by the student pay.

As a general rule, students should not be assigned tasks considered severe working conditions in the meaning of Art. 21 paragraph 4b CTA II. To the extent that students, as an exception, are exposed to general severe working conditions in the meaning of Appendix S, Part II of CTA II, they will be entitled to a severity allowance in the amount of 1.50 euro per started hour during which such severe working conditions exist.

(bb) If the entitlement to pay only covers parts of a calendar month, 1/30 of the monthly student pay will be paid for each calendar day. For individual days or hours of absence, the monthly student pay will be reduced by the calculated share of the monthly student pay per day/hour of absence unless there is an entitlement to unreduced continuation of the student pay under the provisions of the study contract or statutory provisions, provided the latter are mandatory, if by reference. The hourly basic pay amounts to 1/167 of the monthly student pay.

(cc) Student pay does not benefit from general pay increases. The decision on increasing student pay is reserved exclusively to the Highest Service Authorities (respective headquarters) of the dual training partner.

(dd) Student pay is subject to taxation and social contributions. The same applies to additional pay components, if incurred.

(ee) There is no entitlement to payment of the tuition or semester fees by the dual partner. These are already taken into account in the calculation of the student pay.

(ff) Article 22 paragraph 1 CTA II will apply analogously for disbursement of the student pay.

(gg) If students are directed by the dual partner to temporarily work outside the regular duty station during the on-the-job phase, Article 35 in conjunction with the provisions of Appendix R CTA II will apply to reimbursement of additional expenses. Trips between the university or residence and the training facility will not trigger reimbursement entitlements.

h. Annual leave

(1) Annual leave must be requested and will only be granted for periods of the on-the-job phase.

(2) As for the rest, the statutory provisions (in particular regarding the minimum amount of leave, transferability and forfeiture) of the *BUrlG* and, for severely handicapped students of the *Sozialgesetzbuch IX (SGB IV/Social Security Code IX)*, and for students under the age of 18 of the *JArbSchG* will apply. The minimum amount of leave is governed by sections 1, 3 of the *BUrlG*, the additional leave for severely handicapped individuals by section 208 *SGB IV*, and for students under the age of 18 by section 19 *JArbSchG*.

(3) Specific individual details will be established in the study contract.

i. Continuation of pay on statutory holidays and during sickness

Sections 1 -9 *EntgFG* apply.

j. Temporary prevention/release

(aa) Section 616 *Bürgerliches Gesetzbuch (BGB/German Civil Code)* will apply analogously.

(bb) Students will be released from compulsory attendance during the on-the-job phase without a reduction in pay when participating in classes and examinations.

(cc) Release will also be granted on 24 and 31 December if these dates are during the on-the-job phase.

k. Termination of training relationship; indemnity in case of early dissolution of training relationship

(aa) The prerequisites (including provisions on form and time periods) for a termination during the probationary period, an ordinary termination upon expiration of the probationary period, and a termination of the training relationship for important reasons primarily result from the provisions of the study contract, as well as directly or analogously from statutory provisions. If, as an exception, an already initiated security check is not completed by the beginning of the dual study program with the USF, but the result of such security check conflicts with the continuation of the dual study program from

the perspective of the USF authorities (see also subparagraph 2.b.(aa) above), this fact constitutes an important reason for the termination of the training relationship.

(bb) In case of a termination of the training relationship due to (partial) abolishment of the functional area or in case of a (partial) closure or relocation of the training facility during the dual study training, the dual partner will undertake efforts immediately upon learning about the organizational change to find another dual partner, in cooperation with the cooperative university, suited for the functional area to enable the student to continue the dual study program, preferably without extended interruptions. The student will cooperate to his/her abilities and support the dual partner as best as possible.

(cc) In case of an early dissolution of the training relationship by the student or the dual partner, the other party may be entitled to indemnity. This will be based on the provisions of the study contract, in individual cases supplemented by (correspondingly applicable) statutory provisions.

I. Follow-on employment

The training organization and the student will clarify no later than three months before the end of the last on-the-job phase whether employment will be established, and a corresponding agreement be concluded upon successful completion of the dual study program. In the agreement, future employment may be made dependent on the result of the final examination; the agreement will not constitute a binding offer.

m. General liability

The principles of employer/employee liability as established by the jurisdiction will apply analogously for the relationship between employer and student.

n. Employment reference

(aa) Immediately upon the completion of the on-the-job phase, the student will be issued an employment reference. The reference must include information on the type, duration and objective of the training during the on-the-job phase, as well as the skills, abilities and professional experience the student acquired.

(bb) Upon the student's request, information on conduct and performance will be included.

(cc) The employer reference will be issued by the organizations as designated by the USF. The reference will also be signed by the individual in charge of the student's training.

(dd) Students may also demand an interim reference to be issued during the contract relationship.

o. Bonus for successful completion of the job-integrated dual-study program

Upon obtaining the cooperative university degree, students will receive a bonus of 750.00 EUR from the dual partner, provided the overall grade of the bachelor certificate corresponds at least to '2.5' (in accordance with the typical educational system) or the 'ECTS grading scale C' of the DHBW; the bonus will be subject to taxation and social contributions.

p. Preclusive time limits

Entitlements under the training relationship governed herein will be forfeited if not claimed in writing by the student or the training organization within a preclusive time limit of three months after the due date. The written form will be considered met by the student if he/she sends an electronic message (email), which clearly identifies the sender. The time limit can only be observed by receipt of the declaration (assertion) by the recipient of the declaration.

3. Final provisions/entry into force

These guidelines will enter into force on 01. January 2023 ; it will be evaluated and, if necessary, adapted no later than four years after its entry into force.