

right, after appropriate consultation and at sites agreed upon with the federal authorities, to carry out such work with its own personnel or with non-German specialists.

2. The Federal authorities and the authorities of a force shall cooperate to ensure that defensive measures necessary to meet defence requirements are prepared and carried out adequately and in good time.

ARTICLE 56

1. (a) German labour law, as applicable to civilian employees working with the German Armed Forces, with the exception of decrees regulating working conditions (Dienstordnungen) and tariff regulations, shall apply to employment of civilian labour with a force or a civilian component except as otherwise provided in the present Agreement.

(b) When seeking employment with an authority of a force or of a civilian component, the applicant shall be exclusively responsible, if so required, for furnishing proof that he has not been convicted of any offence. If the applicant cannot obtain a police certificate (Führungszeugnis), the German authorities shall, in accordance with the provisions of German law, provide him with an extract from the penal register if he presents a certificate from the force or the civilian component that he has applied for employment and if the issue of such extract does not endanger any essential German interests.

(c) Without prejudice to their claim to remuneration, civilian employees shall have no right to actual work.

(d) Transfers for duty reasons within the Federal Republic shall require the written consent of the civilian employee; such consent may be given at any time.

(e) A force shall have the right to assemble non-German civilian labour to form civilian service organizations.

(f) Employment of civilian labour with a force or a civilian component shall not be deemed employment with the German public service.

2. If a German Labour Court decides that the contract of employment has not come to an end by notice to terminate, it shall fix *ex officio* the compensation payable in the event that the continuation of the employment is refused. This shall apply to proceedings to obtain protection against dismissal (Kündigungsschutzverfahren) as well as to other actions for a declaratory judgment (Feststellungsklage), or for damages or specific performance (Leistungsklage) arising out of the contract of employment. The amount of compensation shall be determined according to the provision of German labour law. The contract of employment shall be deemed to be terminated upon a refusal to continue the employment. The force or the civilian component shall inform the person concerned without delay, and, in any case, not later than two weeks after service of the decision of the Labour Court, whether it chooses to continue the employment or to pay the compensation. If no statement is made within this period of time, the force or the civilian component shall be deemed to have chosen to pay the compensation. The choice of continued employment of the person concerned shall not preclude the possibility of filing