

**HEADQUARTERS
UNITED STATES ARMY EUROPE**

**AS HIGHEST SERVICE AUTHORITY
OF THE U.S. ARMY
IN GERMANY
(hereafter called HSA)**

AND THE

**HEAD WORKS COUNCIL
UNITED STATES ARMY EUROPE
(hereafter called HWC)**

CONCLUDE THE FOLLOWING

SHOP AGREEMENT

Basis.

- a. German Personnel Representation Law (*Bundespersönalvertretungsgesetz*) (modified version); section 70(1); section 73(1) and (2) in conjunction with section 75(3)11.
- b. Occupational Safety Ordinance (*Betriebssicherheitsverordnung*); Appendix 2, No. 3.
- c. German Civil Code (*BGB*); sections 276 and 618.
- d. AER 40-11, Local National Employee Occupational Health Services Contract.

Preamble.

The common objectives of this shop agreement concluded between HSA and HWC are health protection and preservation for the Local National employees working for the U.S. Army in the Federal Republic of Germany, as well as the protection of third parties from hazards.

The HSA and HWC acknowledge the provisions of the G25 principle of the Employer's Liability Insurance Association as an appropriate method for the first-time and periodically required determination of medical suitability of employees who are assigned driving, steering and monitoring functions.

The HSA shall guarantee that contents and provisions of this shop agreement are applied in all U.S. Army and AAFES-E organizations in Germany.

1. Scope of Applicability

This shop agreement shall be applicable to all Local National employees who are employed under the provisions of the CTA II and administered by the U.S. Army Civilian Human Resources Agency, Europe Region (CHRA-E) or U.S. Army and Air Force Exchange Service, Europe (AAFES-E), and who are regularly or sporadically assigned driving, steering and monitoring duties within the scope of their responsibilities under their employment contract.

2. Purpose of the Agreement

This shop agreement exclusively governs the implementation of first-time and periodically required OH medical examinations following the provisions in accordance with the action recommendations for occupational health prevention for those employees performing driving, steering and monitoring functions.

Medical examinations for other purposes, particularly with the objective to determine alcohol misuse and/or drug use, are not covered by this shop agreement.

3. Determination of person categories subject to medical examinations

All Local National employees who are assigned driving, steering and monitoring functions must undergo a medical examination for suitability for the performance of such duties in accordance with the applicable legal provisions **prior** to performing these duties for the first time, as well as regularly during employment.

The basis for capturing the employees to undergo medical examinations is the Job Hazard Analysis for the respective workplace. Based on these analysis results, the supervisor, if possible in coordination with the in-house Safety Specialist or the contractor OH physician, shall determine the necessity of the G25 medical examination.

With the corresponding entry on the Employment Health Reference Sheet (AE Form 40-11A) the affected employee will be immediately registered with the U.S. Forces organization with program proponentcy, the Public Health Command Region - Europe (PHCR-E). The medical examination shall be scheduled in accordance with the procedures established in AER 40-11. For AAFES Local National employees the procedures established for AAFES shall be applicable.

4. Examination Contents and Implementation

The examinations will be performed by an expert physician whose expertise meets the prerequisites for occupational health prevention. Contents of the examination, scope of the examination, examination intervals, as well as requirements for specific duties, e.g. sight and hearing, are comprehensively covered in the G25. The scope of the examination established in the G25 is generally sufficient in order to assess medical suitability for driving, steering and monitoring functions. Additional examinations in individual cases are at the discretion of the OH services contractor or the OH physician performing the examination.

5. Procedures

The employee shall be released from duty with regular pay for the duration of the medical examination in order to attend the scheduled examination. The employer will generally provide transportation to the examination facility or reimburse employees for travel expenses when they use a POV or public transportation.

As far as these examinations are concerned the OH physician shall be bound by the **physician-patient privilege**.

After the examination, the OH physician will provide the result of the examination to the employee. In addition, the employee will receive a written certificate in duplicate. One copy is for the employee; the other must be submitted to the employer without delay. The certificate will include one of the following evaluations:

- no health concerns;
- no health concerns under certain conditions (e.g. a note regarding the necessity of suitable corrective glasses or lenses);
- temporary health concerns;
- permanent health concerns;
- if applicable, a note for a reduced interval for the follow-up examination.

If the employee does not want to submit the employer certificate personally but have it forwarded by the OH physician he/she must delegate such authority in writing to the physician. The certificate shall be submitted by German civilian mail service unless it will be personally submitted by the OH physician. If the employing agency does not have a German address the APO address may be used.

If the employee wants to have a physician of his/her choice to conduct the required medical examinations the physician must be an acknowledged OH physician.

The costs for such examinations not performed by the U.S. Army OH services contractor shall be borne exclusively by the employee. In such cases expense compensation is ruled out.

6. Procedures for determined restrictions

If the G25 medical examination determines medical restrictions for the employee that

- **temporarily** prevent the employee from performing driving, steering or monitoring duties the employee shall be relieved from performing these duties and be assigned other appropriate duties. Such a measure shall not influence the classification value of the job.

Following reestablishment of his/her health/suitability by the OH services contractor, the employee shall be reassigned his/her original duties.

- **permanently** prevent the employee from performing these duties the employer may no longer assign these duties to the employee, or rather shall prohibit the employee from performing these duties without delay. The employee shall be assigned to a position based on his/her other skills and abilities. The classification value of the employee's job shall not be restricted by this provision. If applicable, the procedures pursuant to Article 42 CTA II shall be applied.

If a general non-suitability for these duties is determined during a **pre-employment medical examination** the employment contract cannot be concluded in this form if driving, steering and monitoring functions make up a fundamental part of the duties. This shall also apply to internal application processes.

7. Period of Validity

This shop agreement enters into effect on the date it is signed. It may be terminated by either party with a notice period of three months to the end of a calendar year quarter, but it shall stay in effect until a new agreement that regulates the above matters has been concluded.

If a provision/regulation of this agreement contradicts higher-level law this shall not affect the validity of the other provisions. The parties to this shop agreement commit to replace the invalid provision/regulation by a valid provision/regulation with corresponding wording.

/S/ Donald Copson

Director of Civilian Personnel
United States Army, Europe

14.Dec.2010

Date

/S/ Alexander Brehm

Deputy Chairman
Head Works Council USAREUR
(Representative of Salaried Employees)

15.Dec.2010

Date

/S/ Mario Roosingh

Deputy Chairman
Head Works Council USAREUR
(Representative of Workers)

15.Dec.2010

Date

/S/ Heidi Staley

Head SHE Representative,
USAREUR
(Participation in due form in accordance with § 95 ff. SGB IX)

15.Dec.2010

Date