

HEADQUARTERS, UNITED STATES ARMY, EUROPE AS HIGHEST
SERVICE AUTHORITY OF THE U.S. ARMY IN GERMANY

AND THE

HEAD WORKS COUNCIL
UNITED STATES ARMY, EUROPE IN GERMANY

CONCLUDE THE FOLLOWING

SHOP AGREEMENT

**governing the deployment and use of the General Fund Enterprise Business
Systems (GFEBS)**

on the basis of section 73(1) et seq. modified GPRL.

I. Purpose and Scope

- (1) This shop agreement governs the deployment and use of GFEBS with regard to the Local National workforce under the scope of responsibility of the Head Works Council USAREUR (HWC).
- (2) Provisions and agreements resulting from other legal bases shall remain unaffected.
- (3) GFEBS is a modular, SAP-based and web-enabled financial, asset and accounting management system of the U.S. Army. The purpose of this software deployment is to standardize the entire U.S. Army asset administration, to include financial management, accounting functions and real property management. GFEBS enables access to reliable and accurate planning data on short notice, and constitutes a modernization of cost management and cost control for the U.S. Army.

II. GFEBS Security Requirements

- (1) With the exception of the GFEBS certification (certification form – enclosure 1) there are no additional security requirements for Local National GFEBS users. A special secret clearance and/or an additional GFEBS-specific security screening under the Local National Screening Program (LNSP) is not required.
- (2) The general access requirements with regard to USAREUR networks (CAC), the Army internet portal (AKO), USAREUR installations (installation pass), etc., which are based on other Army in Europe regulations (AER), shall remain unaffected.

III. GFEBs Users

- (1) GFEBs basically is a follow-up program for existing programs and processes. GFEBs will not result in significant changes to the scope and complexity of the current functions.
- (2) Local National employees whose current duties include working with the legacy programs will perform duties and functions equivalent in quality and quantity under GFEBs.
- (3) There are generally no intentions to introduce new working methods that substantially change the previous functional profile. If, in individual cases, it is proposed or necessary to implement fundamental rearrangements to an employee's employment potential participation rights of the responsible works council and SHE representative group shall not be restricted by this shop agreement.
- (4) At all levels – to include the local agencies – the decision on which employees will be using GFEBs must be traceable and exclusively based on functions in consideration of equal opportunity principles. In particular, employees are to be enabled to have all information and functions available also under GFEBs that are necessary or useful for the performance of their work.

IV. GFEBs Roles

- (1) GFEBs reflects the current duties and responsibilities of its users in the form of roles (read; write; approve; order; etc.). Under GFEBs, employees will generally not receive additional duties and responsibilities that they did not previously perform or hold, albeit in a different form.
- (2) At all levels – to include the local agencies – the assignment of GFEBs roles must be traceable and exclusively based on functions in consideration of equal opportunity principles. In particular, employees are to be enabled to have all information and functions available also under GFEBs that are necessary or useful for the performance of their work.

V. GFEBs Training

- (1) GFEBs users will be trained in due time and adequate scope in consideration of their individual skills and knowledge. In addition to basic GFEBs training there must be a training course tailored to the respective GFEBs role. During the training GFEBs users will be given a POC whom they can contact in case of questions and problems. This POC will advise and support GFEBs users with regard to reaching the training objectives.

(2) At all levels – to include the local agencies – the assignment of GFEBS training courses must be traceable and exclusively based on functions in consideration of equal opportunity principles. In particular, employees are to be enabled to have all information and functions available also under GFEBS that are necessary or useful for the performance of their work.

(3) The organizations will inform the local works councils and SHE representative groups on the training courses scheduled on the basis of these principles. Potential participation rights of the responsible works council and SHE representative group shall not be restricted by this shop agreement.

VI. GFEBS Data Protection

(1) Stored GFEBS data must be comprehensively protected. Data media with functional data of individual employees must be stored in a way that unauthorized parties cannot access them. Data no longer needed will be deleted.

(2) The user name stored in GFEBS files may only be used in records or printouts in order to identify the POC for individual processes and to clarify questions in individual cases.

(3) This shall not affect provisions and agreements resulting from other legal bases.

VII. GFEBS-Based Monitoring of Performance and Conduct

Personal data resulting from GFEBS use may not be used for monitoring employee performance and conduct.

VIII. Final Provisions and Severability Clause

(1) This shop agreement enters into effect on the date it is signed. It shall be concluded for an indefinite period.

(2) It may be terminated with a notice period of six months to the end of a fiscal year. In case of termination, the parties to the agreement commit to initiating negotiations without delay if there is a proposal for modification.

(3) In cases of termination the terminated provisions shall continue to have effect until they are replaced by a new agreement.

(4) If individual provisions of this shop agreement are or become invalid this shall have no effect on the validity of the other provisions.

(5) If the parties to this shop agreement become aware of a potential invalidity they commit to establishing, as quickly as possible, a new agreement consistent to the greatest possible extent with the intended purpose of the invalid provision.

(6) If the parties to the agreement become aware of elements that are not covered by this shop agreement they commit to concluding, without delay, an amending arrangement consistent with the basic principles of this shop agreement.

/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

Heidi Staley

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

15.Dec.2010

Date

General Fund Enterprise Business System (GFEBS) Non-US Citizen Information Assurance (IA) Certification

REFERENCES a. AR 25-2, Information Assurance (RAR 23 Mar 09). b. USDP&R DTM 08-003 c. AR 380-67 d. AKO-PRC-0031	DATE (YYYY-MM-DD)
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PART 1 - CERTIFICATION AFFIDAVIT See references for definitions.

I confirm the below identified Non-US Citizen

(1) has been issued a Non-US Citizen Common Access Credential (CAC) or Alternate Smart Card Login (ASCL)

(2) had been approved by the Designated Approving Authority (DAA) for access to the NIPRNET

(3) has an Army Knowledge Online (AKO) Category III portal account

(4) and one of the following (check which one applies):

(a) possesses legal residence status within the United States for a minimum of 3 of the past 5 years, a favorable result from FBI fingerprint check, and an initiated National Agency Check with Written Inquiries (NACI) or equivalent as listed in this memorandum or authorized by the Deputy Under Secretary of Defense for Human Intelligence, Counterintelligence, and Security (DUSD(HC&S)).

(b) possesses a successfully adjudicated NACI or equivalent as listed in the above referenced DTM or as authorized by DUSD (HC&S).

(c) meets (as direct/indirect DoD hire personnel) the investigative requirements for DoD employment as recognized through international agreements, pursuant to reference b.

(d) possesses (as foreign military, employee, or contract support personnel) a visit status and security assurance that has been confirmed, documented, and processed, pursuant to reference b.

PART 2 - INDIVIDUAL IDENTIFICATION

1. NAME (LAST, FIRST, MIDDLE INITIAL)	2. UNIT/ORGANIZATION AND COMMAND (IMCOM, FORSCOM, ETC.) WHERE INDIVIDUAL IS EMPLOYED/ASSIGNED
3. DATE OF BIRTH (YYYY-MM-DD)	4. LOCATION WHERE INDIVIDUAL IS PHYSICALLY LOCATED (INCLUDE CITY AND STATE/COUNTRY)
5. COUNTRY OF CITIZENSHIP	6. SSN, PASSPORT, OR INDIVIDUAL FOREIGN IDENTIFICATION NUMBER
7. DUTY POSITION TITLE	

PART 3 - INFORMATION ASSURANCE REPRESENTATIVE SIGNATURE

1. INFORMATION ASSURANCE REPRESENTATIVE - PRINT NAME	2. INFORMATION ASSURANCE REPRESENTATIVE - DIGITAL SIGNATURE
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