

**HEADQUARTERS
UNITED STATES ARMY EUROPE**

**AS HIGHEST SERVICE AUTHORITY
OF THE U.S. ARMY
IN GERMANY
(hereinafter referred to as HSA)**

AND THE

**HEAD WORKS COUNCIL
UNITED STATES ARMY EUROPE
(hereinafter referred to as HWC)**

**CONCLUDE THE FOLLOWING
SHOP AGREEMENT**

Basis

- a. German Personnel Representation Law (*Bundespersönalvertretungsgesetz*) (modified version); section 70(1), section 73(1)2, in conjunction with section 75(3)11
- b. Operational Safety Ordinance (*Betriebssicherheitsverordnung*) , Appendix 2, No. 3
- c. German Occupational Safety and Health Law
- d. DGUV Information 250-449
- e. Accident Prevention Regulation – Regulations for Safety and Occupational Health (*UVV VSG*) 1.2, Enclosure 2
- f. AER 40-11(-G), Local National Employee Occupational Health Services Contract

Preamble

The joint objectives of this shop agreement between the HSA and the HWC are the health protection and preservation for the Local National employees of the U.S. Army in Germany.

The HSA and the HWC acknowledge the guidelines of the Employer's Liability Insurance Association's principles G41, or H9 (combination of G41 and G20), as a suitable method for first-time and periodically required determinations of the medical suitability of employees who have to perform work involving fall hazards (e.g., on roofs; buildings; trees; lamps; in manholes).

The HSA ensures that the contents and provisions of this shop agreement will be made generally known and applied in all U.S. Army organizations and AAFES-E 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 the U.S. Army and Air Force Exchange Service, Europe (AAFES-E), and whose contractual duties regularly or periodically include work involving fall hazards.

2. Purpose of the Agreement

The shop agreement exclusively governs the completion of first-time and periodically required occupational health (OH) preventive examinations in accordance with the guidelines of the Employer's Liability Insurance Association's principles G 41, Work involving Fall Hazards, and H 9, Tree Husbandry of the Employer's Liability Insurance Association for Gardening (DGUV Information 250-449).

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. Identification of Individuals to be Examined

All Local National employees assigned work involving fall hazards must undergo medical examinations in accordance with the applicable legal requirements and accident insurance recommendations **prior** to performing such duties for the first time, as well as regularly during employment to determine their suitability for performing such duties.

The basis for identifying the employees to be examined is the Job Hazard Analysis for the individual workplace. Based on this JHA, the supervisor, if possible together with the organization's Safety Specialist or the OH physician from the OH services contractor, will determine the necessity of the G41 or H9 medical examination.

With the corresponding entry on the Employment Health Reference Sheet (AE Form 40-11A) the affected employee will then be registered with the U.S. Forces organization with program proponency, USAPHC Public Health Command Region-Europe, Occupational Health. The medical examinations will be scheduled in accordance with the procedures described in AER 40-11(G).

4. Examination Contents

The examinations will be performed by the OH services contractor of the U.S. Army in Germany. Contents and scope of the examinations, intervals for recurring examinations, as well as requirements for specific duties are comprehensively governed by the Employer's Liability

Insurance Association's principles G41 and H9. The scope of examinations established therein is generally sufficient to determine medical suitability for work involving fall hazards. Additional examinations in individual cases, as well as shorter intervals between recurring examinations 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, to include potential examinations by specialists as required by the OH physician. The employer will arrange transportation to the examination facility or reimburse the employee for any travel expenses when using a POV or public transportation.

As far as the individual medical diagnosis is concerned the OH physician shall be bound by the **physician-patient privilege** vis-à-vis the employer.

Following the examinations, the OH physician will inform the employee on the outcome. In addition, the employee will receive a written certificate in duplicate. One copy is for the employee, the other must be submitted by the employee to the employer without delay. The certificate will include the following evaluations:

- *no health concerns;*
- *no health concerns under certain conditions;*
- *temporary health concerns;*
- *permanent health concerns;*
- *if applicable, a note for a reduced interval for the follow-up examination;*
- *if applicable, a note for a referral to a specialist (**this note may only be entered on the certificate to be issued to the employee**).*

If the certificate for the employer is to be submitted directly by the OH contractor the employee must authorize this correspondingly.

If the employee wants to have a physician of his/her choice to conduct the required G41/H9 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 will be borne exclusively by the employee. In such cases expense compensation is ruled out.

6. Procedures for determined restrictions

If the medical examination determines medical restrictions for the employee that

- **temporarily** prevent the employee from performing his/her 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 qualifications, skills, and abilities. The classification value of the employee's job will generally not be restricted by this. If applicable, the procedures pursuant to Article 42 CTA II shall be applied.

If general non-suitability for work involving fall hazards is determined during a **pre-employment medical examination** and such work is a fundamental part of the contractual duties an employment contract for this position cannot be concluded. This shall also apply to the internal application process.

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 content.

8. Signatures

Place, Date _____

/S/ Vera Garcia

Vera Garcia
Director of Civilian Personnel
United States Army, Europe

/S/ Andreas Rogel

ANDREAS ROGEL
Chairman
(Representative of Salaried Employees)

/S/ Mario Roosingh

Mario Roosingh
Deputy Chairman,
(Representative of workers)

/S/ Heidi Staley

HEIDI STALEY
Head SHE Representative,
USAREUR
(proper participation IAW Host Nation Acts and
Regulations)