

**HEADQUARTERS UNITED STATES ARMY EUROPE AND AFRICA
AS THE HIGHEST SERVICE AUTHORITY (HSA)
OF THE U.S. ARMY
IN GERMANY**

AND

**THE HEAD WORKS COUNCIL (HWC),
UNITED STATES ARMY EUROPE AND AFRICA**

CONCLUDE THE FOLLOWING

FRAME SHOP AGREEMENT

GOVERNING

MOBILE WORK

on the basis of sections 73 et seqq. GPRL (modified version).

To facilitate readability, only the male form will be used in the text.

I. Preamble

This shop agreement establishes the parameters, describes the general conditions and establishes implementing instructions for mobile work agreements for Local National employees employed under the provisions of the tariff agreement for the employees of the Stationing Forces in Germany (CTA II) and represented by the USAREUR-AF Head Works Council (HWC).

Digitalization and increased use of mobile communication devices and work equipment put the focus on new and more flexible forms of work. As a result, mobile work is now an established form of work in the modern work environment.

The U.S. Army, as a modern employer, aspires to offer innovative working conditions that meet the employees' individual needs and preserve their health in the long run while taking into consideration organizational requirements and enabling efficient work processes.

The purpose of this shop agreement on mobile work is to allow more flexibility when it comes to choosing the place of work, as well as optimum use of the resources of time, material, and personnel. This is to promote overall work-life balance but also general job satisfaction among employees, and contribute towards facilitating assistance for people with disabilities. Furthermore, this form of work allows for appropriate reactions to unplanned and unforeseeable requirements, as well as to events and situations that are difficult to control.

Nevertheless, it is important to the U.S. Army to equally guarantee participation in day-to-day operations, integration in all relevant organizational processes, as well as social interaction with co-workers for all employees in a mobile work environment. Thus, efficient and effective ways of communication and a positive organizational culture are to be promoted. Mobile work should also include health management aspects in order to sustain long-term fitness for work.

II. References

1. Publications

- a. DOD Instruction 1035.01
- b. AR 25-1, Army Knowledge Management and Information Technology
- c. AR 25-2, Information Assurance
- d. AR 380-5, Department of the Army Information Security Program
- e. Army in Europe and Africa (AEA) Regulation 690-990-101, USAREUR Telework Program
- f. Collective Tariff Agreement II for the employees of the Stationing Forces in Germany (CTA II)
- g. German Personnel Representation Law (GPRL) (modified version) for the Local National Employees of the Stationing Forces in Germany dated 15 March 1974, to include the changes of 16 January 1991 in the version modified by the Protocol of Signature to Article 56. 9, Supplementary Agreement to the NATO SOFA

h. Social Code IX dated 23 December 2016, last modified by Article 8 of the Law for Better and More Independent Controls (Reformation of Health Insurance Medical Services), dated 14 December 2019

2. Forms

- a. Form Enclosure 1: USAREUR-AF Mobile Work Agreement, USAREUR-AF Mobile Shop Agreement Forms, page 1
- b. Form Enclosure 2: Safety Checklist, USAREUR-AF Mobile Shop Agreement Forms, page 2
- c. Form Enclosure 3: Checklist Technology/Equipment, USAREUR-AF Mobile Shop Agreement Forms, page 4
- d. Form Enclosure 4: Termination of Agreement, USAREUR-AF Mobile Shop Agreement Forms, page 5

III. Scope of Application

This framework agreement applies to Local National employees employed under the provisions of the tariff agreement for the employees of the Stationing Forces in Germany (CTA II) and represented by the USAREUR-AF Head Works Council (HWC).

As a general rule, mobile work in the meaning of this shop agreement may only be performed at a location in the Federal Republic of Germany. This is based on administrative reasons as the Foreign Forces Payroll Office (FFPO) in Kaiserslautern is responsible for payroll accounting and all associated functions, like cooperation and correspondence with German authorities (health/pension insurance carriers; tax offices; etc.), and cooperation with foreign authorities is not covered by the administrative agreement. Furthermore, performing mobile work outside of Germany jeopardizes applicability of German social security and tax law.

IV. Definition of Terms

1. Mobile Work

Mobile work in the meaning of this agreement covers all official duties under the employment contract that can be performed outside of the official duty station as location-independent work on a temporary or regular basis – both online and offline.

The requirements for telework locations IAW section 1(3) German Worksite Ordinance do not apply to mobile work.

2. Regular Worksite

An officially assigned location where an employee regularly performs his official duties.

3. Emergency

An emergency is defined as a serious, sudden, unexpected, and often dangerous situation requiring immediate action (e.g. weather conditions; catastrophes; local outbreak of a disease; pandemic; accidents; etc.).

4. Types of Mobile Work

- a. Regular mobile work covers all official duties that can be performed – online and offline – on a regular basis as location-independent work outside the regular duty station.
- b. Situational, non-recurring mobile work covers all official duties that can be performed – online and offline – occasionally and on an irregular basis as location-independent work outside the regular duty station.

5. Decision Authority

Individuals who have been delegated authority by the employer to conclude agreements on mobile work with employees.

V. Provisions

This framework agreement governs mobile work as a future-oriented form of work following the principle 'different location, same rules'. This also applies to agency-specific, unit-specific and branch-specific provisions, as well as to employment contract provisions. Mobile work does not constitute a change of duty station in the meaning of the tariff agreement.

1. Entitlement to mobile work

Without an underlying federal or state law as a legal basis, employees have no legal entitlement to mobile work. Mobile work is based on the idea of voluntariness, and cannot be unilaterally directed by the employer or unilaterally demanded by employees. Agreements for mobile work will be based on a discretionary decision by management, primarily governed by operational requirements.

2. There are two types of mobile work:

- a) On a regular basis. This type of mobile work may be performed on no more than 4 work days per week at home or at any other adequate worksite consistent with the German Worksite Ordinance. Under a regular mobile work schedule, employees, in coordination with their supervisors, are to be present at their regular worksite at least on one workday during the workweek.

- b) On a situational, non-recurring basis. Situational mobile work may be approved

- (1) for completing short-term projects, reports, or mandatory training.
- (2) for accommodating a short-term need of an employee who is recovering from an illness or injury and is temporarily unable to physically report to the office.
- (3) to enable employees to work at home in case of any emergency.
- (4) in an emergency situation.
- (5) to enable employees to work at home part of a day to accommodate a personal commitment or a scheduled medical appointment.

3. Approval process

The aforementioned types of mobile work offer decision-makers and employees the flexibility to conclude an agreement on mobile work that best meets the requirements of the organization and the personal situation of the employee. Both types of mobile work require prior approval from the decision-maker. Approval will be documented by signing the form at enclosure 1.

VI. General Prerequisites

1. The prerequisites for implementing mobile work described below serve as orientation for decision-makers to enable a discretionary decision with regard to the availability and individual concept of mobile work.

a) The agency, organizational unit or branch has the necessary resources and processes to meet the employer obligations specified below.

b) Mobile work must be a suitable means for guaranteeing that the organization can accomplish its mission.

c) The mobile worksite chosen by the employee must meet the prerequisites in the meaning of a Job Hazard Analysis and be suited for the performance of the work.

2. Safety and occupational health provisions must be followed. In particular, this applies to the ergonomic design of the respective worksites. Prior to mobile work, employees will receive comprehensive and detailed training on the individual ergonomic setup by SMEs in the organization. Such training must occur on a regular basis, at least once per year. Employees working in a mobile work environment will complete and sign the checklist at enclosure 2 regarding safety at the mobile worksite.

VII. Employer Obligations

1. The employer will provide employees with the required technical equipment free of charge. The technical equipment provided to employees for the duration of the agreement will remain employer property.

2. The employer will provide the software and the connectivity technology required for the employer network (for example, VPN).

3. Provisions for requesting annual leave, leave without pay, administrative leave, and overtime, as well as sick absences will continue to apply unchanged.

4. Supervisors are obligated to maintain and foster contact to employees. It must be guaranteed that employees receive information on organizational activities, notifications, and branch/organizational information in a clear and timely manner, and that they remain integrated in organizational activities. Experiences of both sides with mobile work will be discussed regularly between supervisor and employee.

5. The employer will regularly and adequately brief employees in a mobile work environment on potential hazards and mandatory protective measures IAW section 12(1) Safety and Occupational Health Law, and conduct a Job Hazard Analysis in the style of section 5 Safety and

Occupational Health Law. Performing official duties in a mobile work environment shall have no consequences on the individual rights and obligations of the parties to the contract or on works council participation rights.

VIII. Employee Obligations

1. Employees performing their official duties in a mobile work environment will regularly and proactively contact their supervisor/agency chief. The employee will ensure that contact to the organizational unit and branch, to co-workers and the responsible supervisor is maintained through participation in virtual and physical meetings or similar appointments and events, regular phone calls, as well as scheduled workdays at the primary worksite.

2. While performing official duties, the employee will provide the following resources at no charge, and ensure that they are properly maintained and state of the art:

a) a worksite geared to the principles established in the German Worksite Ordinance, as well as proper illumination (checklist at enclosure 2);

b) a telecommunications device to be used for phone communication, among other things;

c) an adequate internet connection.

3. Operating costs incurred by working at the mobile location (e.g. electricity; internet and phone connection; cellphone contract) will be borne by the employee alone. Consequently, there are no contractual employee entitlements vis-à-vis the employer (e.g. reimbursement of costs).

4. Outside the primary worksite, the technical equipment provided to the employee for the duration of the agreement must be properly secured by the employee from unauthorized access or misappropriation.

5. The only authorized connection to the employer network is the VPN software pre-installed on the employer-provided computer.

6. Unauthorized access to work equipment must be prevented. Confidential data and information, as well as passwords must be protected in a way that they cannot be accessed by unauthorized individuals. Official data may not be transferred from the employer-provided computer to external, especially private, IT systems.

7. Documents/data containing personal data, considered CUI – Controlled Unclassified Information or above, that are stored electronically or in printed form outside of the computer, may only be taken to the mobile worksite with prior supervisor approval.

8. The employee must guarantee data security at the mobile worksite in accordance with the same provisions applicable at the primary worksite.

9. The employer is entitled to temporarily recall employees to the regular worksite for important reasons, e.g., for a personal meeting or to participate in a meeting that cannot be conducted as a tele/video conference. The same applies if the computer requires direct network connection for necessary software updates. Commuting time will be considered work hours if the workday has already begun.

10. Employees will inform their supervisors without delay about any circumstances (e.g., power outage) preventing them from performing work at the mobile worksite.

11. Employees will ensure that they can be reached by telephone and email during the agreed work hours. Employees performing mobile work will respond to missed phone calls or emails from their supervisors as soon as possible.

12. Employees will report work-related accidents to their supervisors without delay.

Note: Legislative gaps in connection with accident prevention have largely been closed. In accordance with section 8(1) Social Code VII, insurance coverage equally exists in the insured individual's household or at a different location as when working at the employer location. However, it is recommended to take out a private accident insurance. In individual cases, courts may consider accidents in a mobile work environment to be private accidents, not on-the-job accidents.

13. When working in a mobile work environment, employees have an increased personal responsibility to comply with safety and occupational health provisions.

14. When working in a mobile work environment, employees will work during their agreed work hours.

15. Without prior supervisor approval, employees may not work overtime.

IX. Process

1. Supervisors, branch chiefs, and heads of organizations and agencies are responsible for informing employees on the possibilities of mobile work. The individual agreement on mobile work will have no effect on employment contracts.

2. As a basic principle, the decision-maker is authorized to conclude individual agreements with employees on mobile work. Delegation of this authority to subordinate levels is only authorized down to the level of branch chiefs.

3. It is the supervisor's responsibility to inform employees of the status of the process and the final decision, as well as to press for a quick decision. Supervisors will review in coordination with team leaders, branch chiefs and heads of organizational units whether the prerequisites are met.

4. The decision on the request by the agency chief or decision-maker must be provided to the individuals mentioned above, the affected employee, the responsible timekeeper as soon as possible.

X. Termination of the individual agreement on mobile work

1. The individual agreement on mobile work may be terminated by employee or supervisor or the designated decision authority (s. IV. 5.) by written notification. The form – enclosure 4: Termination of Agreement – can be used for this purpose. The agreement on mobile work may

be terminated and/or changed/adjusted at any time by mutual agreement and corresponding written cancellation.

2. Supervisors or the designated decision authority may terminate the agreement on mobile work by ordinary notice with a notice period of 2 weeks. The employer is obligated to sufficiently consider the employee's legitimate interests. The employee may terminate the agreement with a notice period of 2 weeks provided the employment contract does not include deviating provisions.

3. The agreement may be terminated by both sides without a notice period for an important reason.

4. As the individual agreement on mobile work refers to an employee's specific function in a specific position, it will become null and void without requiring a termination when the employee transfers to another function or position.

XI. Final Provisions

1. This shop agreement will replace the USAREUR-AF shop agreement on telework dated 17 January 2017, and will enter into effect on the date it is signed.

2. It may be terminated in writing by either party with a notice period of three months.

3. If individual provisions of this shop agreement are or become invalid this shall not affect the validity of the other provisions. Should one or more provisions of this framework agreement become invalid, the parties will assume negotiations on a legally compliant modification without delay. If agreement cannot be reached, either party may terminate the framework agreement IAW with above provisions. Otherwise and in case of doubt, the legal situation at the time in question shall be applicable.

4. If the contracting parties become aware of situational elements not governed by this shop agreement, they commit to agreeing, without delay, a supplementing provision corresponding to the principles of this shop agreement.

XII. Individual shop agreements

Further details and special provisions regarding mobile work can be regulated in the form of individual shop agreements on the basis of this framework agreement. Rules already established by this framework agreement are mandatory and may not be changed by individual shop agreements.

XIII. Signatures

Place; date: Wiesbaden, 1 October 2021

/S/ THERESA A. GRAY

Acting Director, Civilian Personnel Directorate
States Army Europe and Africa

/S/ ANDREAS ROGEL

Chairman, Head Works Council United
United States Army Europe and Africa

/S/ MARIO ROOSINGH

Deputy Chairman, Head Works Council
United States Army Europe and Africa

Enclosure 1: Individual agreement

Enclosure 2: Safety checklist

Enclosure 3: Checklist for technical equipment

Enclosure 4: Termination of individual agreement