

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 GLOBAL
COMBAT SUPPORT SYSTEM ARMY
(GCSS-ARMY)**

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 GCSS-Army 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) GCSS-Army is a modular SAP-based and web-enabled financial, supply, and asset accounting management system of the U.S. Army. The purpose of this software deployment is to standardize the entire U.S. Army's unit supply system, to include unit financial management and accounting functions. GCSS-Army enables access to reliable and accurate planning data on short notice and constitutes a modernization of logistics management for the U.S. Army.

II. GCSS-Army Users

(1) GCSS-Army basically is a follow-up program for existing programs and processes. There are no intentions to fundamentally change the scope and complexity of current functions in connection with GCSS-Army.

(2) Local National employees whose current duties include working with the legacy programs will perform duties and functions similar in quality and quantity under GCSS-Army.

(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 GCSS-Army 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 GCSS-Army that are necessary or useful for the performance of their work.

III. GCSS-Army Roles

(1) GCSS-Army reflects the current duties and responsibilities of its users in the form of roles (Budget Analyst, Accountant, Warehouse Technician/Supervisor, Warehouse Manager, Warehouse Clerk, Automation Information Technology (AIT) User, Manager, Senior Manager). Under GCSS-Army, 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 GCSS-Army roles must be traceable and exclusively based on functions in consideration of adhering to equal opportunity principles. In particular, employees are to be enabled to have all information and functions available also under GCSS-Army that are necessary or useful for the performance of their work.

IV. GCSS-Army Training

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

(2) At all levels – to include the local agencies - the assignment of GCSS-Army 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 GCSS-Army that are necessary or useful for the performance of their work.

(3) The organizations will inform the local works councils and SHE representatives 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.

V. GCSS-Army Data Protection

- (1) Stored GCSS-Army 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 GCSS-Army 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.

VI. GCSS-Army-Based Monitoring of Performance and Conduct

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

VII. 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 U.S. 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.

Director of Civilian Personnel
United States Army, Europe

Date

Deputy Chairman
Head Works Council USAREUR
(Group Salaried Employees)

Date

Chairman
Head Works Council USAREUR
(Group Wage Earners)

Date

Head SHE Representative, USAREUR
(with proper participation IAW sections 95 et seq.
Social Security Code IX)

Date