

**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**

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

**I. Preamble**

The general smoking ban in buildings of the U.S. Army in Germany serves the general protection of nonsmokers from health risks and exposure to second-hand smoke. Smoking, but also second-hand smoke, is a health risk for, or at least poses an annoyance to, non-smokers. Therefore, mutual consideration requires the protection of non-smoking employees from health risks and preventable annoyance to the extent possible. The Highest Service Authority and the Head Works Council agree that more attention must be paid to the general protection of non-smoking employees. Another objective is to create awareness for the health consequences of smoking and second-hand smoke, as well as to strengthen mutual consideration.

The terms smoker and second-hand smoker shall apply in both masculine and feminine form.

**II. Purpose and Scope**

- (1) This shop agreement shall apply to the Local National employees within the area of responsibility of the USAREUR Head Works Council (HWC).
- (2) The shop agreement shall apply to all buildings of the U.S. Army in Germany.
- (3) The purpose of this shop agreement is to regulate the protection of employees from unwanted second-hand smoke and from the consequences of tobacco smoke particles.
- (4) Once this shop agreement enters into force there will be a general smoking ban for all buildings of the U.S. Army in Germany.

**III. Smoking opportunities**

- (1) Taking into account official interests employees may smoke outside in consideration of due diligence.
- (2) Smoking in hazard areas is also not allowed outside.
- (3) The existing shop agreements on smoking areas outside of buildings shall remain unaffected by this shop agreement.

**IV. Coming into Force and Termination**

- (1) This shop agreement shall enter into force on the date it is signed. It shall be concluded for an indefinite period.
- (2) The shop agreement may be terminated with a notice period of six months to the end of the U.S. fiscal year.
- (3) In case of termination the terminated provisions shall continue to have effect until they are replaced by a new agreement.

V. Final Provisions and Severability Clause

- (1) If individual provisions of this shop agreement are invalid or unfeasible, or become invalid or unfeasible after the conclusion of the agreement, this shall have no effect on the validity of the other provision. Those effective or feasible provisions whose effects come closest to the objectives pursued by the parties to the agreement with the ineffective or infeasible provisions shall replace the ones that are ineffective or infeasible.
- (2) Above provisions shall apply correspondingly in case the shop agreement proves to be incomplete.

/S/ Donald Copson

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DONALD F. COPSON  
Director of Civilian Personnel  
United States Army, Europe

20.Oct.2011  
Date

/S/ Andreas Rogel

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ANDREAS ROGEL  
Chairman  
(Representative of Workers)

3.Nov.2011  
Date

/S/ Alexander Brehm

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ALEXANDER BREHM  
Deputy Chairman,  
(Representative of Salaried Employees)

3.Nov.2011  
Date

/S/ Heidi Staley

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HEIDI STALEY  
Head SHE Representative,  
USAREUR  
(proper participation IAW sections 95  
et. seq. SSC IX)

3.Nov.2011  
Date