

COLLECTIVE LABOR AGREEMENTS ON TEMPORARY AGENCY WORK

Federal Employers' Association of Staffing Services/Negotiation
Body of the German Confederations of Trade Unions (Germ.
BAP/DGB-TARIFGEMEINSCHAFT)

Status: December

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Services/Negotiation Body of the German
Confederations of Trade Unions (Germ.
BAP/DGB-Tarifgemeinschaft)

Dated 22.07.2003

Amended through changes of collective
labor agreements

- dated 22.12.2004
- dated 30.05.2006
- dated 09.03.2010
- dated 17.09.2013
- dated 30.11.2016
- dated 18.12.2019

And supplemented by additional collective
labor agreements of the BAP, regarding
branch-specific additional payments.

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Between

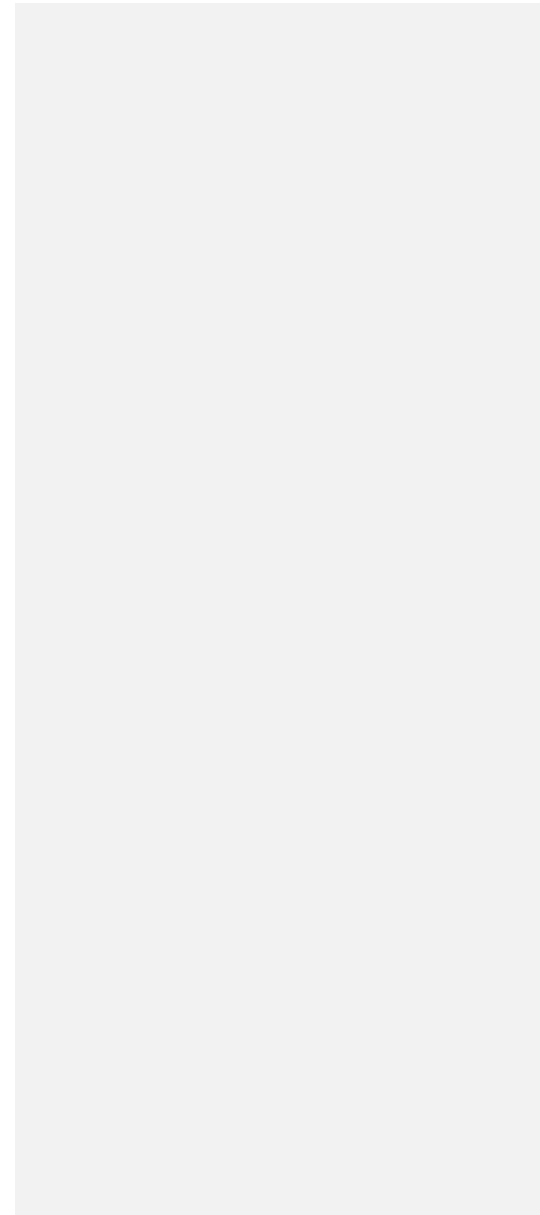
⇒ **Federal Employers' Association of Staffing Services/
Bundesarbeitgeberverband der Personaldienstleister e. V. (BAP)**
Universitätsstraße 2-3a, 10117 Berlin

**And the signatory member trade unions of
the DGB (Deutscher Gewerkschaftsbund –
German Confederations of Trade Unions)**

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➔ **Gewerkschaft der Polizei (GdP)**
Stromstraße 4, 10555

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§ 1 SCOPE OF APPLICATION

This collective labor agreement applies

§ 1.1 territorially:

for the Federal Republic of Germany;

§ 1.2 professionally:

For the member companies of the BAP bound by collective labor agreements (including their auxiliary and subsidiary establishments)

The collective agreement does not apply to temporary employment agencies or parts of temporary employment agencies, which form a group with the client company, as defined in the German Stock Corporation Act, Section 18 (Germ. Aktiengesetz §18), if

- a) the temporary employment agency takes over a significant number of employees, who were previously in the employment of the client company, and
- b) those employees will be given the possibility to occupy their initial position or a similar one within the client company and
- c) collective pay agreements valid at the client company are thereby bypassed to the disadvantage of those employees;

§ 1.3 individually:

For the employees who are assigned to a temporary employment agency (employer) to another business, within the context of the German Law on Labor Leasing (Germ. Arbeitnehmerüberlassungsgesetz, AÜG) and who are members of one of the trade unions that are part of this agreement.

From an individual point of view, the agreements which deviate from the provisions of this collective labor agreement may be established with employees who are not employed under collective labor agreements if their total annual remuneration surpasses the total annual remuneration of the highest pay group category under the collective labor agreements.

The use of the masculine gender in this collective labor agreement serves exclusively the purpose of enhanced readability, being valid for both genders.

§ 2 DURATION OF WORKING TIME/FULL-TIME EMPLOYMENT

The individual monthly working time is of 151.67 hours; this corresponds to an average weekly working time of 35 hours. These working hours must be distributed over an average period of 12 calendar months, pursuant to section 4.

Should the employee be on a long-term assignment with a company that requires longer working hours, the parties involved in the employment contract can reach an agreement regarding a correspondingly longer working time (max. 40 hours/week).

The remuneration shall be adjusted accordingly in this case.

The individual regular annual working time is calculated based on the monthly working hours mentioned in Sentence 1, multiplied by 12.

§ 3 PART-TIME EMPLOYMENT

Part-time work refers to the situation in which the agreed individual regular monthly working hours of the employee are less than 151.67 hours.

§ 4 DISTRIBUTION OF WORKING TIME/FLEXIBLE WORKING TIME

§ 4.1 The actual working hours will be adapted to those of the client company. The start and end of daily working hours, including the breaks and the distribution of working hours throughout the individual days of the week shall be based on the regulations and stipulations of the client company, as it might apply.

Changing, washing and rest breaks in the context of the German Working Time Act (e.g. breakfast, lunch, coffee breaks) do not fall under working time, with the exception of different regulations being applicable for the employees in the company to which they were assigned.

§ 4.2 To compensate for the monthly differences between the individual regular working time of the employee stipulated in the contract, pursuant to sections 2/3 and the actual working time, pursuant to section 4.1, a working time account shall be established. Plus and minus hours might be added to the working time account.

§ 4.3 ¹ Plus hours refer to the working hours that exceed the individual regular monthly working hours. Minus hours refer to the working hours that are below the individual regular monthly working hours.

The working time account may only contain a maximum of 200 plus hours.

To ensure job security, the working time account can include up to 230 plus hours in individual cases, in the context of seasonal fluctuations.

If the balance exceeds more than 150 hours, the employer is obliged to ensure the hours that surpass this limit, including the incurred social security changes for those hours, against insolvency and offer the employee written proof of the subsequent insolvency insurance. Without this proof, and contrary to paragraphs 2 and 3, the work time account may not surpass the maximum of 150 hours, and the employee is not obliged to work the plus hours exceeding the above-mentioned limit.

In the situation of part-time employment, the above-named limits of the work time account shall be adjusted in accordance with the work schedule established through the contract. The obligation of the employer to provide proof of insolvency insurance beginning at a balance of 150 hours shall not be affected.

The hours that were not worked due to public holidays shall be mentioned in the working time account, as the amount of working time missed, pursuant to the distribution of working time as defined in section 4.1.

§ 4.4 The working time account must be settled at the latest after 12 months.

If it is not possible to settle the working time account within this time period, it must be settled within the following three months. In consequence, the employer must reach an agreement with the respective employee, no later than by the expiration of the 12-month period, pursuant to paragraph 1, with the purpose of settling the account completely.

If it is not possible to settle the working time account within the said time period, due to operational reasons, a maximum of 150 hours (proportionally for part-time employees) may be transferred into the

.....
1) Protocol note to Section 4.3

At the request of one party, the parties to the collective labor agreements shall enter into negotiations at the beginning of 2005, in accordance with the experience gained until that point, to determine whether the above-mentioned hour limit shall be removed or new limits shall be arranged, or whether a limit on the minus hours shall be introduced.

next settlement period. Monetary payment shall be used to compensate the hours exceeding the limit of 150.

The transfer of these plus hours shall take place in the context of the working time limits account, in accordance with section 4.3 and it does not extend the mentioned limits.

§ 4.5 The settlement of the time accounts shall be done, as a general rule, by taking time off, pursuant to the following rules:

- a) In agreement with the employee, the plus hours can be settled at any point, by taking time off work.
- b) While assigned to a client company, the employee is entitled to request one day of leave for each 35 plus hours. This entitlement may only be made once per calendar month and for a maximum of two days of leave.

This entitlement is subject to compliance with a notice period of one week.

The employer is entitled to deny the request for leave made by the employee, motivating compelling operational reasons.

An urgent operational reason in this sense is the rejection of the client's company, provided a substitute employee is not available.

Should the application for leave of absence be rejected, the employee will be entitled to a binding agreement, on the later date of the requested leave of absence.

- c) On account of the agreement between the employee and the employer, additional days of leave may be arranged in one month, or the days off from several months may be combined together.
- d) On account of the agreement between the employee and the employer, up to 70 hours from the working time account may be compensated in cash, within the settlement period.
- e) At the request of the employee, the hours exceeding the 105 plus hours will be remunerated from the working time account. For part-time employees, the number of plus hours is proportionately based on the working hours that were explicitly agreed in the respective employment contract.
- f) The time off taken by the employee, to the purpose of reducing the working time account balance of plus hours shall not be interrupted by assigning the respective employee to a new client establishment.

Kommentiert [AA1]: That number was in the original document. I think it should be 150, as stated in the rest of the document.

Should the employee be incapable of working during a period of time off, the claimed hours will be transferred back to the working time account.

§ 4.6 In the event of an employment termination, the balance of the working time account shall be settled as follows: plus hours will be compensated through monetary payment, up to 35 minus hours shall be deducted, if the employee gave voluntary notice or in the case of extraordinary termination, provided that extra work to compensate for the hours is not possible due to operational reasons.

§ 5 STANDBY DUTY/ON-CALL DUTY/ON-CALL STANDBY/REST TIME

Provided that employees are assigned to client companies with standby duty, on-call duty or on-call standby, and where particular company rules and regulations and/or particular collective labor agreements regarding working time and rest time periods apply to the client company, in accordance with Section 7 of the German Working Hours Act, those respective rules, regulations and provisions apply to the employee in full.

§ 6 OVERTIME

Overtime hours refer to working hours that are worked in excess, and not included in the stipulated individual regular working hours, in accordance with Sections 2 to 4, and not based on the actual working hours at the client company.

§ 7 WORKING NIGHT TIME, ON SUNDAYS AND PUBLIC HOLIDAYS/SUPPLEMENTAL PAYMENTS

§ 7.1 The full working hours that exceed the stipulated individual regular monthly working time of the employee, in accordance with Sections 2/3, by more than 1% within one month, shall guarantee the employee's entitlement to supplemental payments.

The supplement payment shall reach a value of 25% of the agreed hourly wage, in accordance with Sections 2 to 6, from the collective pay agreement.

§ 7.2 Night time work refers to the work performed between 11 pm and 6 am.

The supplemental payment for night time work is decided according to the rules and regulations on supplemental payments of the client company. It shall reach a value of 25% of the agreed hourly wage, in accordance with Sections 2 to 6, from the collective pay agreement.

§ 7.3 Sunday and holiday work refers to work undertaken on Sundays or public holidays between 12 am (midnight) and 12 am (midnight) of the following day. Sections 9 (2) and (3) of the German Working Hours Act will apply. The local laws with regard to public holidays, applicable at the respective workplace, will determine whether work will be regarded as work on a public holiday.

The supplemental payment for Sunday and public holiday work is determined according to the regulations on supplemental payments of the client company. It shall reach a value of maximum 50% of the agreed hourly wage, according to Sections 2 to 6 from the collective pay agreement for Sunday work and maximum 100% for public holiday work and work on Christmas Eve (24th of December), New Year's Eve (31st of December) after 2 pm.

§ 7.4 Should more than one of the supplemental payment criteria be met at the same time, the rule states that only the highest applicable one will be paid.

§ 8 RULES OF ENGAGEMENT

§ 8.1 Provided that the employee is assigned to undertake work duties in the client company, he will have to follow the instructions from there. The general right of the employer to give instructions to the employee shall not be affected.

§ 8.2 Upon being instructed by the employer, the employee is under obligation to perform work in different workplaces.

Restrictions or limits shall be explicitly mentioned in the contractual agreement. The employee is entitled to receive information regarding the assignment, including detailed descriptions of the chief terms and conditions related to the assignment at the client company.

§ 8.3 Provided that the commute during non-work hours from the branch office to the assigned place of work at the client company requires more than 1.5 hours, the most effective form of transportation having been used, the employee should be remunerated for the respective commuting time exceeding the said 1.5 hours each way, in accordance with Sections 2 to 6 of the collective pay agreement, insofar as the employee really spent that time commuting between the branch office and the assigned workplace.

§ 8.4 Should the commuting time, as stipulated in the Section 8.3 be more than 2 hours, the employee is entitled to expense reimbursement for overnight accommodations subject to the following:

Generally speaking, the temporary work agency shall handle the accommodation arrangements, as well as the necessary expenses. Should the employee have no other choice but to arrange the accommodations himself, the employer will assume the incurred expenses or reimbursements of said expenses, following the prior approval and after the corresponding receipts/invoices have been presented.

Alternatively, a flat rate payment for overnight accommodations might be agreed as part of the contract, in line with the tax-exempt allowances.

§ 8.5 – deleted –

§ 8.6 – deleted –

§ 8.7 Additional expense reimbursements in accordance with Section 670 of the German Civil Code will be regulated individually.

§ 9 CREATION/TERMINATION OF EMPLOYMENT RELATIONSHIP

§ 9.1 The employment relationship is determined by closing and signing a written employment contract.

Should the employee not report to work on the first day (unexcused absence), the employment relationship will be identified as not to have been established.

§ 9.2 Diverting from Section 14 (2) Sentence 1 of the German Part-Time and Fixed-Term Employment Act, the employment contract may guarantee employment with a fixed term of up to two years, without requiring objective grounds. Within this period, the fixed-term contract can be renewed, up to four times. This will not influence Section 14 (2) Sentences 2 and 3 of the same act.

§ 9.3 The first six months of the employment relationship represent the probationary period.

During the first three months of the probationary period, the employment relationship can be terminated, with one week's notice. Afterwards, the statutory notice period of two weeks shall apply, in accordance to Section 622 (3) of the German Civil Code.

Should a new hire take place, the notice period may be reduced to one day, for the first two weeks of the employment relationship. New hires refer to employment relationships with employees who have not been

employed by the respective employer for a period of at least three months.

§ 9.4 Otherwise, the statutory notice period in accordance with Sections 622 (1) and (2) of the German Civil Code will apply, regarding the employment relationship termination, by the employer or the employee.

The termination must take place in writing (Section 623 German Civil Code).

§ 9.5 The statutory regulations regarding the termination for cause will remain unaffected.

§ 9.6 Once the notice of termination has been given, the employer has the right to free the employee from the work duty, continuing to pay wages and offering holiday entitlement and positive balance in the working time account. Should the termination occur for operational reasons, the work release to the purpose of settling the working time account will be allowed only with the employee's consent.

§ 10 – DELETED –

§ 11 PAID HOLIDAY LEAVE

§ 11.1 The employee is entitled to a paid annual holiday leave for each calendar year. The holiday leave year is the calendar year.

§ 11.2² The length of the annual holiday entitlement offered to the employee will be dependent on the uninterrupted, continuous employment.

In 2020, the annual holiday entitlement shall amount to

- ☉ 24 working days in the first year,
- ☉ 25 working days in the second year,
- ☉ 26 working days in the third year,
- ☉ 28 working days in the fourth year,
- ☉ 30 working days from the fifth year.

2) Protocol note to Section 11.2

Section 5 no. 2 of the Posted Workers Act will remain unaffected.

From 2021, the annual holiday entitlement shall amount to

- ⇒ 25 working days in the first year,
- ⇒ 27 working days in the second and third year,
- ⇒ 30 working days from the fourth year.

Should the employee leave within the first six months of the employment relationship, he/she is entitled to holiday leave in accordance with Sections 3 and 5 of the German Federal Leave Act.

In the situation that the employee's individual regular weekly working hours are divided over more or less than five working days a week, the holiday leave can be increased or decreased accordingly.

If a public holiday falls during the employee's holiday leave, the question of whether it should not be considered a leave day depends on the local laws regarding public holidays applicable to the employer's registered place of business; if the assignment at the client company is interrupted by the holiday leave, the matter shall be analyzed in accordance with the local laws regarding public holidays, applicable to the workplace.

During the first and last year of employment, the employee is entitled to one-twelfth of the full holiday entitlement, for each full month he was employed, but at least the minimum vacation to which he is entitled under the German Federal Leave Act.

If the employee has already received holiday leave or the leave was paid by another employer, there is no entitlement to holiday leave. The employee must submit a corresponding certificate from the previous employer.

§ 11.3 If the holiday leave cannot be granted in full or partially due to the termination of the employment relationship, remuneration for it should be offered instead.

§ 11.4 In planning your holiday leave, you must consider the already-made assignments. Pre-approved leave days are not available for client operations.

§ 11.5 When the employment relationship concludes, the holiday leave entitlement must be given and taken during the notice period. If this is not possible, remuneration for it should be offered instead.

§ 11.6 Otherwise, the provisions of the German Federal Leave Act shall apply.

§ 12 ABSENTEEISM/LEAVE OF ABSENCE

§ 12.1 Should the employee be unable to perform his work responsibilities as a result of illness or other unforeseeable events, he must notify the employer immediately, by phone if possible, and specify the work incapacity or other reasons, as well as the assumed duration of his incapacity. The same obligation is valid if the issue might last longer than one has initially communicated to the employer.

In the situation of illness-related work incapacity, the employee is obliged, in accordance with Section 5 (1) Sentence 2 of the Continuation of Remuneration Act, to submit a doctor's certificate to the employer, attesting the employee's work incapacity and the presumed duration. The employer is entitled to request the earlier submission of the medical certificate. Should the work incapacity last for longer than stated in the certificate, the employee is obliged to re-submit the medical certificate. If one is unable to work as a result of illness, the employer must be notified of the work resumption as soon as possible, but no later than one working day before resumption.

§ 12.2 In the situation of foreseeable events, the employee may only be absent from work if prior consent has been given by the employer.

§ 12.3 Paid leave is granted for the below-mentioned events, which might occur on a regular working day of the employee:

- a) Death of close relatives
Spouses, children, parents and registered domestic partners: **2 days**
Siblings, in-laws: **1 day**
- b) Employee's own wedding/marriage, registration of his own domestic partnership, childbirth by the employee's wife or registered domestic partner: **1 day**
- c) Performing official public duties (e.g. honorary offices, summoning as a witness or similar matters), participating as a collective bargaining committee member of a DGB Member Union to the meeting of the said committee; taking into account any received compensation shall be deducted from the employee's pay: leave for the required time

- d) Relocation for business purposes: **1 day**

The remuneration to be paid will be calculated in accordance with Section 13.3.

§ 12.4 Section 12.3 covers all the possible events within the scope of Section 616 of the German Civil Code.

§ 13 REMUNERATION PROVISIONS

§ 13.1 The employee receives a monthly remuneration, which is based on the individual regular monthly working hours, due and payable no later than on the 15th bank working day of the following month.

At the employee's request, an advance payment of up to 80% of the expected net income will be made, with timely notice, at the end of the respective billing month. Already-made advance payments will be deducted. If the employment relationship has begun after the 20th of the respective billing month, and for the month of resignation, there is no entitlement to an advanced payment. The advance payment regulation applies starting with July 1st, 2014.

§ 13.2 * The monthly remuneration comprises of the fixed remuneration components for the current month (respective remuneration according to Sections 2 and 3 of the collective pay agreement, supplemental payments in the amount of actually worked working hours apply in accordance with Sections 4 and 6 of the collective pay agreement) and the variable remuneration components (e.g. supplemental payments and other variable components). Supplemental payments are made together with the remuneration for the month in which they are incurred and they are not credited to the working time account. The payments for the hours credited to the working time account shall be made only in the amount of the collectively-agreed hourly wages for the current month, without including branch-specific or other supplemental payments.

* With any of the branch-specific collective labor agreements or supplemental payments coming into effect, the branch-specific supplemental payments that have to be paid for that respective industry or branch will become part of the fixed remuneration, in accordance with section 13.2.

§ 13.3³ The average remuneration and working time of the past three invoiced months (reference period) before the work incapacity or the holiday leave started represents the basis for calculating the continued remuneration in case of illness or during the holiday leave, for each day of absence caused by illness or holiday, the employee being entitled to continued remuneration in accordance with the statutory law or the collective labor agreement. The following applies here:

- The average remuneration during the reference period is calculated on the basis of the individual regular working time. Remuneration includes remuneration components in accordance with Section 13.2 (supplemental payments for overtime hours are excluded), as well as any other supplemental payments according to the provisions of the German Federal Leave Act.
- Additionally, the supplemental payments (supplemental payments for overtime hours are excluded) earned on average during the reference period will be considered, in accordance with the average actual working hours exceeding the individual regular working time.

3) Protocol note to Section 13.3

The parties to the collective labor agreement agree on the calculation as shown in the example below:

In the last three invoiced months (65 days), prior to the absence from work, the employee was entitled to hourly earnings of EUR 10.22 (pay group 3 until 31/12/2013). He worked for 30 days, 7 hours a day, subject to a supplemental payment of EUR 1.53 (in accordance with the collective labor agreement on branch-specific supplemental payments or temporary agency work in the chemical industry. He then returned to a former assignment within the chemical industry, working there for 35 days, 8 hours a day, subject to a branch-specific supplemental pay of EUR 1.02 (supplemental payment in accordance with the collective labor agreement of TV BZ Chemie). The following calculation regarding payment during holiday leave and continued remuneration in case of illness will result:

- $151,67 \times 3 \times 10,22 \text{ €} = 4650,20 \text{ €}$
(collectively agreed basic remuneration without supplemental pay on the basis of the regular monthly working time during the reference period)
- $30 \text{ days} \times 7 \text{ hours} \times 1,53 \text{ €} = 321,30 \text{ €}$
(allowances/supplemental pays on the basis of the actual rendered work)
 $+ 35 \text{ days} \times 8 \text{ hours} \times 1,02 \text{ €} = 285,60 \text{ €}$
 $= 606,90 \text{ €}$
- $4650,20 \text{ €} + 606,90 \text{ €} = 5257,10 \text{ €}$
- $5257,10 \text{ €} / 65 \text{ days} = 80,88 \text{ €/day}$
For each holiday leave day/day of absence in case of illness, 80.88 € will be paid.
- $(30 \text{ days} \times 7 \text{ hours} + 35 \text{ days} \times 8 \text{ hours}) / 65 \text{ days} = 7,54 \text{ hours}$
For every day of holiday leave / absence in case of illness, 7.54 hours will be credited to the working time account.

- c) When it comes to the hours considered for the working time account, the average working time established in the reference period according to letter b) is decisive.

Should a remuneration be reduced during the reference period due to reduced working hours, sick leave over a period of six weeks, therefore leaving the employee with entitlement to continued remuneration, absence from work for which the employee bears no fault, or periods of suspended employment, the said reduction will not be included in this calculation.

The existent company agreements, which are more favorable for the employee, remain unaffected.

The calculation examples presented in the protocol note represent binding components of the collective agreement.

The continued remuneration payment, for preventive medical care and rehabilitation measures, is based on the provisions of the Continuation of Remuneration Act.

- § 13.4 Should there be a pro rata remuneration entitlement for a month (e.g. beginning or terminating employment during the course of a month) or if the monthly remuneration will be reduced for other reasons (e.g. unpaid work absence), the remuneration entitlement will be determined in accordance with the ration of the regular working hours owed by the employee in the given month and the regular working hours of the whole month.

§ 14 DEFERRED COMPENSATION

Employees have the right to collectively convert agreed remuneration components, in the favor of a pension commitment, to the purpose of retirement coverage.

Employees are allowed to mention that up to 4% of the respective plateau for the evaluation of contributions to the general statutory pension insurance can be drawn from their future earnings and invested in the company pension plan. This deferred compensation should not be less than 1/160 of the reference amount, in accordance with Section 18 (1) of the German Social Security Code IV.

The details are agreed in writing, between the employer and the employee.

In accordance with the new statutory regulation on company pension plans, as of 1st of July 2005, employees shall be entitled to a monthly amount of EUR 13.30, starting with the 7th month of employment. This amount is exclusively paid for the company pension plan (direct insurance, staff pension fund or retirement fund), provided this is the wish of the employee.

§ 15 SPECIAL ANNUAL PAYMENTS

- § 15.1 After the sixth month of uninterrupted employment, the employee is entitled to receive special annual payments, in the form of additional holiday leave and Christmas bonuses.

The annual holiday pay will be included in the payroll for the month of June each year, while the Christmas bonus is included in the payroll for the month of November each year.

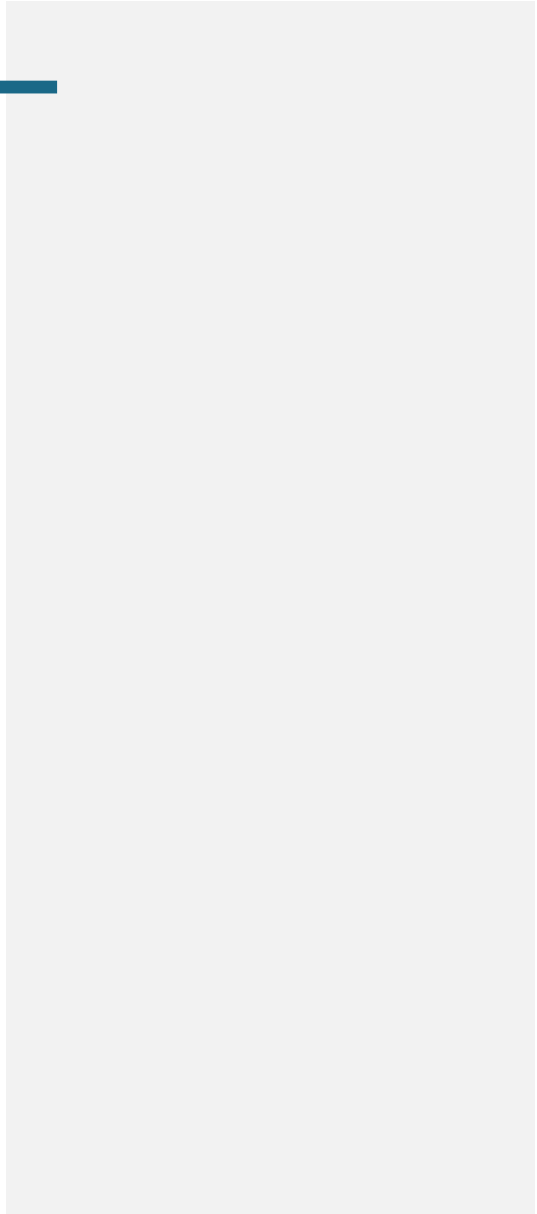
The holiday and Christmas bonuses increase with the length of service, being calculated on the reference dates June 30th and November 30th.

- § 15.2⁴ Depending on the length of the uninterrupted employment relationship, the holiday and Christmas bonuses, in the calendar year 2020, amount to:

- ☞ after the sixth month each EUR 150 gross,
- ☞ in the third and fourth year each EUR 200 gross,
- ☞ from the fifth year onwards EUR 300 gross.

4) Protocol note to Section 15.2

The parties to the collective labor agreement agree that, as a result of changes in Section 15, on the outcome of the negotiations undertaken on December the 18th, 2019, the entitlement to special annual payments will not be reduced.



Starting with the calendar year 2021, the value of holiday and Christmas bonuses shall be determined in accordance with the following table:

Length of service	Calendar year		
	2021	2022	2023
After the 6th month	each 150 €*	each 180 €*	each 200 €*
In the 2nd and 3rd year	each 200 €*	each 250 €*	each 300 €*
From the 4th year	each 225 €*	each 325 €*	each 400 €*

* Gross value

At the request of the employee, the holiday and Christmas bonuses increase starting with 2021, with consideration to a membership benefit, depending how long the uninterrupted employment relationship has been, according to the following table, if the employee is a member of one of the DGB trade unions, which conclude collective agreements, and can offer to the employer proof of at least 12 months of trade union membership, through a membership certificate on the reference dates of June 30th and November 30th.⁵

Length of service	Calendar year		
	2021	2022	2023
After the 6th month	each 50 €* each 70 €* each 100 €*		
In the 2nd and 3rd year	each 100 €* each 120 €* each 200 €*		
From the 4th year	each 150 €* each 200 €* each 350 €*		

* Gross value

5) Protocol note to Section 15.2 Section 3

The parties to the collective labor agreement will promptly begin negotiations on a separate procedural agreement for the consensual implementation of the membership benefit.

The annual special payments for the year 2023 will be adjusted dynamically starting with 01.01.2024, on the basis of the salary group 4, of the remuneration framework agreement for temporary personnel services BAP/DGB Collective Labor Agreement (Germ. BAP/DGB-ERTV).

Part-time employees receive the special payments on a pro-rata basis, in accordance with the originally-agreed individual regular monthly working hours.

§ 15.3⁶ The prerequisite for the entitlement to special payments is the existence of an employment relationship, which has not been terminated at the time of payment.

Eligible employees, whose employment relationship has been suspended for the calendar year, will not receive any benefits.

Employees who leave their employment relationship by March 31st of the following year will have to give back the Christmas bonus. If the operational termination is pursued by the employer, this does not apply.

§ 16 LIMITATION PERIODS

Entitlements from the employment relationship are forfeited, if they are not asserted in writing, with respect to the other contracting party, within a preclusive period of three months after the due date.

If the other party rejects the entitlements made in writing, these must be asserted in court, within an additional preclusive period of three months from which the written rejection has been received.

Entitlements not asserted within these deadlines will be excluded.

6) Protocol note to Section 15.3

When calculating the duration of the uninterrupted existence of the employment relationship, the period during which the employment relationship was suspended will not be included. Exceptions to this rule include work-related illnesses and accidents, for a period of up to 12 months, after the continued payment of wages has concluded.

§ 17 FINAL PROVISIONS

§ 17.1 Employees will not be assigned, in the context of a strike call by a member trade union of the negotiation body of the German Confederation of Trade Unions, to client companies or parts of the client companies, where a strike is conducted, in a proper and lawful manner. This will also apply to employees who were already assigned to the establishment, before the industrial action was initiated. The parties involved in the industrial action may reach an agreement regarding the rules that deviate from the foregoing ones (e.g. agreements for the provision of emergency services). The provisions of Section 11 (5) of the German Temporary Employment Act will remain unaffected.

If employees are indirectly affected by the industrial actions, they might request the reduction of working hours. The parties to the collective labor agreement agree to support the respective decision of reducing working hours. To this purpose, all necessary possibilities will be undertaken.

§ 17.2 The calculation of the uninterrupted existence of the employment relationship as defined by this collective labor agreement will be based on the starting date, effective as of the 1st of January 2002.

§ 18 COMING INTO EFFECT AND TERMINATION.

§ 18.1 This collective agreement comes into effect for both employers and employees who are bound by collective bargaining agreements on January 1st, 2004.

It can be terminated with a notice of six months, starting with December 31st 2022.

§ 18.2 Should the German Temporary Agency Employment Act be fundamentally amended after the framework collective labor agreement has come into effect, each party is entitled to terminate for cause, notwithstanding Section 18.1, paragraph 2, with a notice period of one month, to the end of the month.

FRAMEWORK COLLECTIVE PAY AGREEMENT ON TEMPORARY AGENCY WORK

Dated 22.07.2003

Amended through changes of collective labor agreements

- ↻ dated 30.05.2006
- ↻ dated 09.03.2010
- ↻ dated 17.09.2013
- ↻ dated 18.12.2019

§ 1 SCOPE OF APPLICATION

This collective labor agreement applies to the members of the collective agreement parties, falling under the scope (Section 1) of the Framework Collective Labor Agreement on Temporary Agency Work.

§ 2 CLASSIFICATION PRINCIPLES

§ 2.1 Employees are classified into remuneration groups according to their predominant activity. For the classification, only the actually performed activity will be considered relevant.

If the characteristics of a remuneration group are based on a specific training course, but the employees have not completed such a course, they will still be classified in the respective remuneration group, if their activities meet the requirements of this group. You can acquire the knowledge and skills in another way as well. *

§ 2.2 Professional qualification does not entitle the employee to a higher classification, unless the activities are actually performed.

§ 2.3 Temporary activities allotted to a higher remuneration group do not justify a new classification. Should the work be temporarily transferred to a higher remuneration group, from the 6th week onwards, a supplemental payment equal to the difference between the collectively agreed pay for the lower remuneration group and the remuneration for the respective activity must be paid.

§ 2.4 Employees can be obliged to perform temporary activities, which have been assigned to a lower remuneration group. Should that happen, there will be no change whereas remuneration is concerned.

§ 3 REMUNERATION GROUPS

The employees will be classified according to their actual, predominant activity, in one of the following remuneration groups. The respective job descriptions are decisive for the classification.

* Valid starting with 01.07.2020

Remuneration group 1

Activities which require operational training.

Remuneration group 2a*

Activities which require training or for which subject-related professional experience or subject-specific knowledge is required.

Remuneration group 2b*

Activities for which a subject-specific qualification required is.

Remuneration group 3*

Carrying out activities which require at least two years of professional training.

Remuneration group 4*

Carrying out activities for which knowledge and skills are required, which have been obtained through at least three years of vocational training.

*These regulations are valid starting with July 1st 2020. Until June 30th, the following regulations apply:

Remuneration group 2

Activities which require a training period or for which subject-related professional experience, subject-specific knowledge, or a subject-specific qualification is required.

Remuneration group 3

Activities for which knowledge and skills are required, which have been previously obtained through vocational training. These can also be obtained through several years of work experience in the remuneration group 2.

Remuneration group 4

Activities for which knowledge and skills are required, which have been previously obtained through at least three years of vocational training, and which also require several years of professional experience.

Employees who have been employed within the company for more than one year in the remuneration group 3 will be assigned to the remuneration group 4. The calculation of the length of service begins with 01/01/2014.

Remuneration group 5

Activities which require knowledge and skills that have been previously obtained through at least three years of vocational training. Moreover, specific knowledge is required, obtained through additional training, as well as long-term professional experience.

Remuneration group 6

Activities which require training as a master craftsman/technician or similar qualifications.

Remuneration group 7

Activities which require several years of professional experience, in addition to the characteristics of the remuneration group 6.

Remuneration group 8

Activities which require a degree from a university of applied sciences.

Remuneration group 9

Activities which require a university degree or activities that require both a university degree and several years of professional experience.

§ 4 COMING INTO EFFECT AND TERMINATION

§ 4.1 This framework collective pay agreement will come into effect on the 1st of January 2004 for both the employers and the employees who are party to the collective labor agreement.

Termination might be undertaken with a six-month notice period, at the earliest on 31st of December 2022.

§ 4.2 Differing from Section 4.1, paragraph 2, if the German Temporary Agency Employment has fundamentally been changed after the coming into effect of the collective pay agreement, each party is entitled to terminate for cause, with a notice period of one month, to the end of the month.

COLLECTIVE PAY AGREEMENT ON TEMPORARY AGENCY WORK

Dated 22.07.2003

Amended through changes of collective labor agreements

- dated 22.12.2004
- dated 30.05.2006
- dated 09.03.2010
- dated 27.08.2012
- dated 17.09.2013
- dated 30.11.2016
- dated 18.12.2019

§ 1 SCOPE OF APPLICATION

This collective labor agreement applies to the members of the collective agreement parties, falling under the scope (Section 1) of the Framework Collective Labor Agreement on Temporary Agency Work.

§ 2 REMUNERATION RATES

The hourly rates and supplemental payments presented in the annex will be paid. The entitlements and claims to the supplemental payments are specified in Section 4 of this collective labor agreement.

§ 3 REMUNERATION TABLES

In the federal states of Berlin, Brandenburg, Mecklenburg-Western Pomerania, Saxony, Saxony-Anhalt and Thuringia, hourly wages are paged in accordance with the remuneration table for Eastern Germany, as specified in the annex.

In the other federal states, hourly wages are paid in accordance with the remuneration table for Western Germany, as specified in the annex.

The remuneration associated to the workplace (client company) applies. Employees who are assigned abroad, nonetheless, retain the right to remuneration from the original place of employment, provided this is higher.

Starting with the 1st of April 2021, the scope of application for the remuneration table for Western Germany will be extended to the entire federal territory. Thus, the previous remuneration table for Eastern Germany will no longer be applicable.

§ 4¹ SUPPLEMENTAL PAYMENTS

If there is an uninterrupted assignment to the same client, assignment-related supplemental payments will be due as follows:

- ☞ 1,5% after 9 calendar months have elapsed
- ☞ 3,0% after 12 calendar months have elapsed

1) Protocol note to Section 4

The assignment period relevant for the calculation of the supplemental payments will start when the collective pay agreement comes into effect or with its earlier application, according to Section 8.

Should the assignment be interrupted for a period of up to 3 months, the assignment-related supplemental payments will be due after the interruption, according to the previous assignment periods.

The tables contained in the annex will apply.

§ 5 – DELETED –

§ 6 BRANCH-SPECIFIC SUPPLEMENTAL PAYMENTS

The remuneration rates in the remuneration table are increased by the branch-specific supplemental payment agreed for the respective industry branch. The branch-specific supplemental payment will be mentioned in a separate collective labor agreement.

§ 7 FINAL PROVISIONS

§ 7.1² Between the parties to this collective labor agreement and the employer of the client company, a different collective agreement regarding the remuneration of working times in this client company (tripartite agreement) can be arranged, if this option is more favorable for the employees of the temporary work agency.

§ 7.2 The minimum wages applicable in each case within the context of Section 5, number 1, of the German Posted Workers Act, will be paid at least for each hour that was actually worked.

2) Protocol note to Section 7.1

The party to the collective labor agreement, on the side of the trade unions, will represent the DGB member trade union associated to the client establishment.

§ 8 COMING INTO EFFECT AND TERMINATION

§ 8.1 This framework collective pay agreement will come into effect on the 1st of January 2004 for both the employers and the employees who are party to the collective labor agreement.

Termination might be undertaken with a six-month notice period, at the earliest on 31st of December 2022.

§ 8.2 Differing from Section 8.1, paragraph 2, if the German Temporary Agency Employment has fundamentally been changed after the coming into effect of the collective pay agreement, each party is entitled to terminate for cause, with a notice period of one month, to the end of the month.

WESTERN GERMANY REMUNERATION TABLES (IN EURO) FROM 1.10.2019 TO 31.3.2020

EASTERN GERMANY REMUNERATION TABLES (IN EURO) FROM 1.10.2019 TO 31.3.2020

Remuneration group	Hourly rate	1,5 % (> 9 months)	3,0 % (> 12 months)
E1	9,66	9,80	9,95
E2	9,90	10,05	10,20
E3	11,33	11,50	11,67
E4	11,99	12,17	12,35
E5	13,55	13,75	13,96
E6	15,24	15,47	15,70
E7	17,78	18,05	18,31
E8	19,12	19,41	19,69
E9	20,18	20,48	20,79

WESTERN GERMANY REMUNERATION TABLES (IN EURO)

FROM 1.4.2020 TO 30.6.2020

Remuneration group	Hourly rate	1,5 % (> 9 months)	3,0 % (> 12 months)
E1	10,15	10,30	10,45
E2	10,82	10,98	11,14
E3	12,42	12,61	12,79
E4	13,13	13,33	13,52
E5	14,83	15,05	15,27
E6	16,69	16,94	17,19
E7	19,48	19,77	20,06
E8	20,97	21,28	21,60
E9	22,12	22,45	22,78

WESTERN GERMANY REMUNERATION TABLES (IN EURO)

FROM 1.7.2020

Remuneration group	Hourly rate	1,5 % (> 9 months)	3,0 % (> 12 months)
E1	10,15	10,30	10,45
E2a	10,82	10,98	11,14
E2b	11,38	11,55	11,72
E3	12,42	12,61	12,79
E4	13,13	13,33	13,52
E5	14,83	15,05	15,27
E6	16,69	16,94	17,19
E7	19,48	19,77	20,06
E8	20,97	21,28	21,60
E9	22,12	22,45	22,78

EASTERN GERMANY REMUNERATION TABLES (IN EURO)

FROM 1.4.2020 TO 30.6.2020

Remuneration group	Hourly rate	1,5 % (> 9 months)	3,0 % (> 12 months)
E1	9,88	10,03	10,18
E2	10,20	10,35	10,51
E3	11,67	11,85	12,02
E4	12,35	12,54	12,72
E5	13,96	14,17	14,38
E6	15,70	15,94	16,17
E7	18,31	18,58	18,86
E8	19,69	19,99	20,28
E9	20,79	21,10	21,41

EASTERN GERMANY REMUNERATION TABLES (IN EURO)

FROM 1.7.2020

Remuneration group	Hourly rate	1,5 % (> 9 months)	3,0 % (> 12 months)
E1	9,88	10,03	10,18
E2a	10,20	10,35	10,51
E2b	10,74	10,90	11,06
E3	11,67	11,85	12,02
E4	12,35	12,54	12,72
E5	13,96	14,17	14,38
E6	15,70	15,94	16,17
E7	18,31	18,58	18,86
E8	19,69	19,99	20,28
E9	20,79	21,10	21,41

**WESTERN GERMANY
REMUNERATION TABLE (IN EURO)
FROM 1.10.2020**

Remuneration group	Hourly rate	1,5 % (> 9 months)	3,0 % (> 12 months)
E1	10,15	10,30	10,45
E2a	10,82	10,98	11,14
E2b	11,38	11,55	11,72
E3	12,42	12,61	12,79
E4	13,13	13,33	13,52
E5	14,83	15,05	15,27
E6	16,69	16,94	17,19
E7	19,48	19,77	20,06
E8	20,97	21,28	21,60
E9	22,12	22,45	22,78

**EASTERN GERMANY
REMUNERATION TABLE (IN EURO)
FROM 1.10.2020**

Remuneration group	Hourly rate	1,5 % (> 9 months)	3,0 % (> 12 months)
E1	10,10	10,25	10,40
E2a	10,42	10,58	10,73
E2b	10,98	11,14	11,31
E3	11,93	12,11	12,29
E4	12,62	12,81	13,00
E5	14,26	14,47	14,69
E6	16,04	16,28	16,52
E7	18,72	19,00	19,28
E8	20,13	20,43	20,73
E9	21,24	21,56	21,88

**REMUNERATION TABLE WITH TOTAL TARIF AREA (IN EURO)
FROM 1.4.2021**

Remuneration group	Hourly rate	1,5 % (> 9 months)	3,0 % (> 12 months)
E1	10,45	10,61	10,76
E2a	11,15	11,32	11,48
E2b	11,72	11,90	12,07
E3	12,79	12,98	13,17
E4	13,53	13,73	13,94
E5	15,27	15,50	15,73
E6	17,19	17,45	17,71
E7	20,07	20,37	20,67
E8	21,60	21,92	22,25
E9	22,79	23,13	23,47

**REMUNERATION TABLE WITH TOTAL TARIF AREA (IN EURO)
FROM 1.4.2022**

Remuneration group	Hourly rate	1,5 % (> 9 months)	3,0 % (> 12 months)
E1	10,88	11,04	11,21
E2a	11,60	11,77	11,95
E2b	12,20	12,38	12,57
E3	13,32	13,52	13,72
E4	14,08	14,29	14,50
E5	15,90	16,14	16,38
E6	17,90	18,17	18,44
E7	20,89	21,20	21,52
E8	22,49	22,83	23,16
E9	23,72	24,08	24,43

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