

**iGZ**

Interessenverband  
Deutscher Zeitarbeitsunternehmen e.V.

# iGZ-/DGB-Tarifwerk

für die Zeitarbeitsbranche

**Englische  
Übersetzung**

2007/2008

DGB



GEW



DGB



## Collective Pay Agreement on Agency Work

Between

**Interessenverband Deutscher Zeitarbeitsunternehmen (iGZ e.V.)  
(German Association of Temporary Work Agencies)  
Erphostraße 56, D-48145 Münster**

and the

**undersigned member unions of the Confederation of German Trade Unions (DGB),**

Industriegewerkschaft Bergbau, Chemie, Energie ( IG BCE )  
[Mining, chemical industry, energy],  
Königsworther Platz 6, D-30167 Hannover

Gewerkschaft Nahrung – Genuss – Gaststätten ( NGG ) [Food and catering],  
Haubachstraße 76, D-22765 Hamburg

Industriegewerkschaft Metall ( IG Metall ) [Metalworkers],  
Wilhelm-Leuschner-Str. 79, D-60329 Frankfurt am Main

Gewerkschaft Erziehung und Wissenschaft ( GEW ) [Education and science]  
Reifenbergerstraße 21, D-60489 Frankfurt am Main

Vereinte Dienstleistungsgewerkschaft e.V. ( ver.di ) [Services],  
Paula-Thiede-Ufer 10, D-10179 Berlin

Industriegewerkschaft Bauen – Agrar – Umwelt ( IG BAU )  
[Construction, agriculture and environment],  
Olof-Palme-Straße 19, D-60439 Frankfurt am Main

Gewerkschaft der Polizei ( GdP ) [Police],  
Stromstraße 4, D-10555 Berlin

the following **Collective Pay Agreement** on Agency Work is hereby concluded:



## **Collective Pay Agreement on Agency Work**

### **Section 1**

#### **Scope**

This Collective Agreement shall apply

- geographically to the territory of the Federal Republic of Germany,
- technically to all ordinary members of Interessenverband Deutscher Zeitarbeitsunternehmen (iGZ),
- personally to all employees who are assigned to customer businesses within the scope of temporary-employment agency work and are members of one of the unions Parties to this Agreement.

The masculine word “Arbeitnehmer” (employee(s)) used in the German text of this Agreement shall be understood to include both male and female employees. It is used for convenience only.

### **Section 2**

#### **Pay**

The hourly rates of pay listed in the following shall be paid. The entitlement to a basic pay (entry level) shall be governed by Section 4 of the Collective Skeleton Agreement Governing Wages and Salaries. The entitlement to an assignment-related allowance shall be governed by Section 5 of the Collective Skeleton Agreement Governing Wages and Salaries

The collectively agreed pay for pay group M shall increase to 7.31 euro as soon as the “Collective Agreement for Regulating Minimum Working Conditions for Agency Workers” of May 30, 2006, becomes effective in the form of a statutory instrument under the Posting of Workers Act, but on April 1, 2008, at the latest.

The collectively agreed pay for pay group 1 shall increase to 7.51 euro as soon as the “Collective Agreement for Regulating Minimum Working Conditions for Agency Workers” of May 30, 2006, becomes effective in the form of a statutory instrument under the Posting of Workers Act, but on November 1, 2008, at the latest.



## Collective Pay Agreement on Agency Work

If during the year 2008, it should be foreseeable that a minimum wage for agency workers will not actually enter into effect by November 2008, the Parties to the Collective Agreement undertake to enter into negotiations anew.

**Table of Pay Rates for West Germany (from November 1, 2007)**

Pay group	Entry level	Allowance (0.20 €)	Allowance (0.35 €)
M	7.15	7.35	
1	7.21	7.41	
2	7.56	7.76	
3	8.30	8.50	
4	9.25	9.45	
5	10.35		10.70
6	11.38		11.73
7	12.63		12.98
8	13.90		14.25
9	16.56		16.91

**Table of Pay Rates for West Germany (from January 1, 2008)**

Pay group	Entry level	Allowance (0.20 €)	Allowance (0.35 €)
M	7.15*	7.35	
1	7.31**	7.51	
2	7.63	7.83	
3	8.41	8.61	
4	9.48	9.68	
5	10.75		11.10
6	11.90		12.25
7	13.10		13.45
8	14.34		14.69
9	17.04		17.39

\* If the “Collective Agreement for Regulating Minimum Working Conditions for Agency Workers” enters into effect in the form of a statutory instrument under the Posting of Workers Act, the pay shall increase to 7.31 euro. (In case of an entitlement to an allowance, the pay shall increase to 7.51 euro.)

\*\* If the “Collective Agreement for Regulating Minimum Working Conditions for Agency Workers” enters into effect in the form of a statutory instrument under the Posting of Workers Act, the pay shall increase to 7.51 euro. (In case of an entitlement to an allowance, the pay shall increase to 7.71 euro.)



## Collective Pay Agreement on Agency Work

Table of Pay Rates for West Germany (from April 1, 2008)

Pay group	Entry level	Allowance (0.20 €)	Allowance (0.35 €)
M	7.31	7.51	
1	7.31*	7.51	
2	7.63	7,83	
3	8.41	8.61	
4	9.48	9.68	
5	10.75		11.10
6	11.90		12.25
7	13.10		13.45
8	14.34		14.69
9	17.04		17.39

If the “Collective Agreement for Regulating Minimum Working Conditions for Agency Workers” enters into effect in the form of a statutory instrument under the Posting of Workers Act, the pay shall increase to 7.51 euro. (In case of an entitlement to an allowance, the pay shall increase to 7.71 euro.)

Table of Pay Rates for West Germany (from November 1, 2008 till December 31, 2008)

Pay group	Entry level	Allowance (0.20 €)	Allowance (0.35 €)
M	7.31	7.51	
1	7.51	7.71	
2	7.73	7.93	
3	8.48	8.68	
4	9.52	9.72	
5	10.80		11.15
6	12.09		12.44
7	13.36		13.71
8	14.63		14.98
9	17.38		17.73



## Collective Pay Agreement on Agency Work

Table of Pay Rates for East Germany (from November 1, 2007)

Pay group	Entry level	Allowance (0.20 €)	Allowance (0.35 €)
M	6.22	6.42	
1	6.24	6.44	
2	6.54	6.74	
3	7.18	7.38	
4	8.00	8.20	
5	8.95		9.30
6	9.84		10.19
7	10.92		11.27
8	12.02		12.37
9	14.32		14.67

Table of Pay Rates for East Germany (from January 1, 2008)

Pay group	Entry level	Allowance (0.20 €)	Allowance (0.35 €)
M	6.22*	6.42	
1	6.32**	6.52	
2	6.60	6.80	
3	7.27	7,47	
4	8.20	8.40	
5	9.30		9.65
6	10.29		10.64
7	11.33		11.68
8	12.40		12.75
9	14.74		15.09

\* If the “Collective Agreement for Regulating Minimum Working Conditions for Agency Workers” enters into effect in the form of a statutory instrument under the Posting of Workers Act, the pay shall increase to 6.36 euro. (In case of an entitlement to an allowance, the pay shall increase to 6.56 euro.)

\*\* If the “Collective Agreement for Regulating Minimum Working Conditions for Agency Workers” enters into effect in the form of a statutory instrument under the Posting of Workers Act, the pay shall increase to 6.50 euro. (In case of an entitlement to an allowance, the pay shall increase to 6.70 euro.)



## Collective Pay Agreement on Agency Work

**Table of Pay Rates for East Germany (from April 1, 2008)**

Pay group	Entry level	Allowance (0.20 €)	Allowance (0.35 €)
M	6.36	6.56	
1	6.32*	6.52	
2	6.60	6.80	
3	7.27	7.47	
4	8.20	8.40	
5	9.30		9.65
6	10.29		10.64
7	11.33		11.68
8	12.40		12.75
9	14.74		15.09

\* If the “Collective Agreement for Regulating Minimum Working Conditions for Agency Workers” enters into effect in the form of a statutory instrument under the Posting of Workers Act, the pay shall increase to 6.50 euro. (In case of an entitlement to an allowance, the pay shall increase to 6.70 euro.)

**Table of Pay Rates for East Germany (from November 1, 2008, till December 31, 2008)**

Pay group	Entry level	Allowance (0.20 €)	Allowance (0.35 €)
M	6.36	6.56	
1	6.50	6.70	
2	6.69	6.89	
3	7.34	7.54	
4	8.23	8.43	
5	9.34		9.69
6	10.46		10.81
7	11.56		11.91
8	12.65		13.00
9	15.03		15.38



## **Collective Pay Agreement on Agency Work**

### **Section 3**

#### **Special Regulation**

For employers who are assigned to businesses in the federal states of Mecklenburg-West Pomerania, Brandenburg, Berlin, Saxony-Anhalt, Thuringia or Saxony, a reduction of 13.5 % is hereby agreed for all pay groups except for pay group M. For pay group M, the reduction for East Germany shall be 13.0 %.

### **Section 4**

#### **Entry into Effect and Termination**

This Agreement shall enter into effect on November 1, 2007, for all members of the Parties who are bound by collective agreement and shall supersede the collective pay agreement of May 30, 2006. It may be terminated with six month's notice, but for the first time taking effect on December 31, 2008.

### **Section 5**

#### **Saving Clause**

Should individual provisions of this Agreement be or become ineffective, regardless of the cause, the validity of the other provisions of this Agreement shall remain unaffected. The ineffective provision shall be replaced by the adequate provision which comes closest to what the Parties intended in view of the purpose of this Agreement.

#### **Protocol Notes**

1. This Collective Agreement shall not be binding upon passive members of iGZ.
2. By mutual agreement, additions may be made at any time.
3. Any statutory entitlements to minimum wages under the Posting of Workers Act shall remain unaffected by this Collective Agreement.

Münster, September 18, 2007

**For Interessenverband Deutscher Zeitarbeitsunternehmen (iGZ e.V.),  
Erphostraße 56, D-48149 Münster:**

**For the DGB member unions:**

**Industriegewerkschaft Bergbau, Chemie, Energie (IG BCE),  
Königsworther Platz 6, D-30167 Hannover**

**Gewerkschaft Nahrung – Genuss – Gaststätten (NGG),  
Haubachstraße 76, D-22765 Hamburg**

**Industriegewerkschaft Metall (IG Metall),  
Wilhelm-Leuschner-Straße 79, D-60329 Frankfurt am Main**

**Gewerkschaft Erziehung und Wissenschaft (GEW),  
Reifenbergerstraße 21, D-60489 Frankfurt am Main**

**Vereinte Dienstleistungsgewerkschaft e.V. (ver.di),  
Paula-Thiede-Ufer 10, D-10179 Berlin**

**Industriegewerkschaft Bauen – Agrar – Umwelt ( IG BAU )  
Olof-Palme-Straße 19, D-60439 Frankfurt am Main**

**Gewerkschaft der Polizei ( GdP )  
Stromstraße 4, D-10555 Berlin**



## **Collective Skeleton Agreement Governing Wages and Salaries for Agency Workers**

Between

**Interessenverband Deutscher Zeitarbeitsunternehmen (iGZ e.V.)  
(German Association of Temporary Work Agencies)  
Erphostraße 56, D-48145 Münster**

and the

**undersigned member unions of the Confederation of German Trade Unions  
(DGB),**

Industriegewerkschaft Bergbau, Chemie, Energie ( IG BCE )  
[Mining, chemical industry, energy],  
Königsworther Platz 6, D-30167 Hannover

Gewerkschaft Nahrung – Genuss – Gaststätten ( NGG ) [Food and catering],  
Haubachstraße 76, D-22765 Hamburg

Industriegewerkschaft Metall ( IG Metall ) [Metalworkers],  
Wilhelm-Leuschner-Str. 79, D-60329 Frankfurt am Main

Gewerkschaft Erziehung und Wissenschaft ( GEW ) [Education and science]  
Reifenbergerstraße 21, D-60489 Frankfurt am Main

Vereinte Dienstleistungsgewerkschaft e.V. ( ver.di ) [Services],  
Paula-Thiede-Ufer 10, D-10179 Berlin

Industriegewerkschaft Bauen – Agrar – Umwelt ( IG BAU )  
[Construction, agriculture and environment],  
Olof-Palme-Straße 19, D-60439 Frankfurt am Main

Gewerkschaft der Polizei ( GdP ) [Police],  
Stromstraße 4, D-10555 Berlin

the following Collective Skeleton Agreement Governing Wages and Salaries for  
Agency Workers is hereby concluded:



## Collective Skeleton Agreement Governing Wages and Salaries for Agency Workers

### Section 1

#### Scope

This Collective Agreement shall apply

- geographically to the territory of the Federal Republic of Germany,
- technically to all ordinary members of Interessenverband Deutscher Zeitarbeitsunternehmen (iGZ),
- personally to all employees who are assigned to customer businesses within the scope of temporary-employment agency work and are members of one of the unions Parties to this Agreement.

The masculine word “Arbeitnehmer” (employee(s)) used in the German text of this Agreement shall be understood to include both male and female employees. It is used for convenience only.

### Section 2

#### Grouping Principles

2.1. At the beginning of the employment, the employee shall be placed in the appropriate pay group (usual pay group) on the basis of the work which is regulated by the contract of employment. For the grouping, the qualifications which are actually necessary for the assignment to the customer business shall be decisive.

2.2. If, from time to time, the employee is assigned work which corresponds to a higher wage group, an allowance shall be paid for said work for its duration. During the time at which the employee is not assigned to a hiring-out company, he shall receive the pay applicable to his usual pay group.

2.3. If the employee temporarily performs work of lower value for up to 6 weeks (*cf. Protocol Note No. 5*) on the employer's request, he shall be entitled to the pay applicable to his usual pay group. If during that time, the employee is offered a job which corresponds to his usual pay group and if he rejects it, the pay shall, after 6 weeks, be adjusted to the activities actually performed. If the employee is not offered such a job, the pay applicable to his usual pay group shall be kept up.

If the employee does not fulfil the requirements of his usual pay group for a period longer than 6 weeks, he may be placed in a different group on the employer's request.



## Collective Skeleton Agreement Governing Wages and Salaries for Agency Workers

### Section 3

### Pay Groups

#### Pay group M:

The performance of work that does not require any job familiarization period.

#### Pay group 1:

The performance of simple constant or recurring work that requires an introduction or job familiarization period.

#### Pay group 2:

The performance of simple work with varying problems which requires on-the-job training or for which relevant professional experience and relevant special knowledge or a relevant professional qualification and professional experience are necessary.

#### Pay group 3:

The performance of work for which as a rule, the completion of a two-year vocational training or a relevant qualification and several years of recent professional experience are necessary.

#### Pay group 4:

The performance of work for which the completion of a vocational training of at least three years and corresponding up-to-date professional knowledge and skills are necessary.

#### Pay group 5 (basic pay group):

The independent performance of work for which the completion of a vocational training of at least three years, corresponding up-to-date professional knowledge and skills and several years of relevant professional experience are necessary.



## Collective Skeleton Agreement Governing Wages and Salaries for Agency Workers

### Pay group 6:

The independent performance of work for which the completion of a vocational training of at least three years, corresponding up-to-date professional knowledge and skills, several years of relevant professional experience and the completion of additional special qualification schemes are necessary.

### Pay group 7:

The performance of work for which a master craftsman's training, a training at a vocational school or a degree from a university of applied sciences (German 'Fachhochschule') is necessary and in which employees take responsibility for staff and material assets or must deal with complex tasks independently.

### Pay group 8:

The performance of work for which a degree from a university of applied sciences together with several years of relevant professional experience or a university degree is required and in which complex tasks must be dealt with independently.

### Pay group 9:

Independent performance of work for which a university degree and several years of relevant professional experience are necessary and in which employees take a high level of responsibility for staff and material assets and must deal with complex organizational or innovative tasks independently.

## Section 4

### Pay Levels

The pay shall depend on the entry level (*cf. Protocol Notes No.. 8, 10*).



## **Collective Skeleton Agreement Governing Wages and Salaries for Agency Workers**

### **Section 5**

#### **Assignment-related Allowance**

Upon completion of 9 months of uninterrupted assignment to the same customer business, an assignment-related allowance shall be paid. Said assignment-related allowance shall amount to 0.20 euro per hour for pay groups M to 4 and 0.35 euro per hour for pay groups 5 to 9. The assignment-related allowance shall first be paid upon completion of 14 months of uninterrupted employment (*cf. Protocol Notes No. 6; 9*).

In pay group M, the assignment-related allowance shall, at the earliest, be made for the hours worked from October 1, 2007.

In industries in which the pays under the collective agreement are lower than those resulting from the pay system under this Collective Skeleton Agreement Governing Wages and Salaries, the assignment-related allowance may be reduced.

### **Section 6**

#### **Special Regulation for East Germany**

*- dropped -*

### **Section 7**

#### **Entry into Effect and Termination**

This Agreement shall enter into effect on January 1, 2004, for all members of the Parties who are bound by collective agreement. Full members of iGZ may apply this Collective Agreement voluntarily at an earlier date after prior written announcement to the Parties to the Collective Agreement.

This Agreement may be terminated by giving six months' notice to take effect at the end of each month, but for the first time on December 31, 2008.



## **Collective Skeleton Agreement Governing Wages and Salaries for Agency Workers**

### **Section 8**

#### **Saving Clause**

Should individual provisions of this Agreement be or become ineffective, regardless of the cause, the validity of the other provisions of this Agreement shall remain unaffected. The ineffective provision shall be replaced by the adequate provision which comes closest to what the Parties intended in view of the purpose of this Agreement.

#### **Protocol Notes**

1. This Collective Agreement shall not be binding upon passive members of iGZ.
2. Transitional arrangement due to the new introduction of this Collective Agreement: the length of the uninterrupted employment shall be calculated from 01/01/2002.
3. A set of rules concerning travel and trip costs will be prepared jointly at a later date.
4. By mutual agreement, additions may be made at any time.
5. The period of 6 weeks under Section 2, Subsection 3, Sentence 2, shall be calculated from the commencement of the work of lower value. The employer's right to give instructions shall remain unaffected.
6. For the calculation of the length of the uninterrupted employment, times during which the employment is suspended shall be disregarded. Exceptions shall be occupational diseases and accidents at work for periods of up to 12 months after the end of the sick pay period.
7. *dropped*
8. The additional level under the collective skeleton agreement governing wages and salaries of May 29, 2003, will be dropped for all employees who were not entitled to the additional level on March 1, 2005. Employees who were entitled to the additional level before March 1, 2005, shall keep said entitlement under the collective agreement. The hourly rate of pay resulting from the additional level shall be governed by the collective skeleton agreement governing wages and salaries of May 29, 2003.
9. For employees for which an entitlement to an assignment-related allowance was created before June 30, 2006, the provision contained in Section 5 of the collective skeleton agreement governing wages and salaries in the version of February 18, 2005, shall apply for the duration of the assignment.



## **Collective Skeleton Agreement Governing Wages and Salaries for Agency Workers**

10. The main level under the collective skeleton agreement governing wages and salaries of February 18, 2003, will be dropped for all employees who were not entitled to the main level on March 1, 2005. Employees who reached the main level before July 1, 2006, shall keep said entitlement under the collective agreement.

Münster, September 18, 2007

**For Interessenverband Deutscher Zeitarbeitsunternehmen (iGZ e.V.),  
Erphostraße 56, D-48149 Münster:**

**For the DGB member unions:**

**Industriegewerkschaft Bergbau, Chemie, Energie (IG BCE),  
Königsworther Platz 6, D-30167 Hannover**

**Gewerkschaft Nahrung – Genuss – Gaststätten (NGG),  
Haubachstraße 76, D-22765 Hamburg**

**Industriegewerkschaft Metall (IG Metall),  
Wilhelm-Leuschner-Straße 79, D-60329 Frankfurt am Main**

**Gewerkschaft Erziehung und Wissenschaft (GEW),  
Reifenbergerstraße 21, D-60489 Frankfurt am Main**

**Vereinte Dienstleistungsgewerkschaft e.V. (ver.di),  
Paula-Thiede-Ufer 10, D-10179 Berlin**

**Industriegewerkschaft Bauen – Agrar – Umwelt (IG BAU )  
Olof-Palme-Straße 19, D-60439 Frankfurt am Main**

**Gewerkschaft der Polizei ( GdP )  
Stromstraße 4, D-10555 Berlin**



## **Collective Framework Agreement on Agency Work**

Between

**Interessenverband Deutscher Zeitarbeitsunternehmen (iGZ e.V.)  
(German Association of Temporary Work Agencies)  
Hüfferstrasse 9-10, D48149 Münster**

and the

**undersigned member unions of the Confederation of German Trade Unions  
(DGB),**

Industriegewerkschaft Bergbau, Chemie, Energie ( IG BCE )  
[Mining, chemical industry, energy],  
Königsworther Platz 6, D-30167 Hannover

Gewerkschaft Nahrung – Genuss – Gaststätten ( NGG ) [Food and catering],  
Haubachstraße 76, D-22765 Hamburg

Industriegewerkschaft Metall ( IG Metall ) [Metalworkers],  
Lyoner Straße 32, D-60528 Frankfurt am Main

Gewerkschaft Erziehung und Wissenschaft ( GEW ) [Education and science]  
Reifenbergerstraße 21, D-60489 Frankfurt am Main

Vereinte Dienstleistungsgewerkschaft e.V. ( ver.di ) [Services],  
Potsdamer Platz 10, -D10785 Berlin

Industriegewerkschaft Bauen – Agrar – Umwelt ( IG BAU )  
[Construction, agriculture and environment],  
Olof-Palme-Straße 19, D-60439 Frankfurt am Main

TRANSNET [Railways],  
Weilburgerstraße 24, D-60326 Frankfurt am Main

Gewerkschaft der Polizei ( GdP ) [Police],  
Forststraße 3a, D-40721 Hilden

the following **Collective Framework Agreement** on Agency Work is hereby concluded:



# Collective Framework Agreement on Agency Work

## Section 1

### Scope

This Collective Agreement shall apply

- geographically to the territory of the Federal Republic of Germany,
- technically to all ordinary members of Interessenverband Deutscher Zeitarbeitsunternehmen (iGZ),
- personally to all employees who are assigned to customer businesses within the scope of temporary-employment agency work and are members of one of the unions Parties to this Agreement.

The masculine word “Arbeitnehmer” (employee(s)) used in the German text of this Agreement shall be understood to include both male and female employees. It is used for convenience only.

## Section 2

### Commencement and End of the Employment

#### 2.1. Contract of Employment and Age Limit

The employer shall conclude a written contract of employment with the employee. If the employee does not appear at the workplace on the first working day and does not immediately inform the employer of his inability to work on the first working day, the employment (*cf. PN 5;6*) shall be deemed not to have come into existence.

The employment shall end at the end of the calendar month in which the employee may claim old-age pension and no later than the end of the month in which the employee reaches the age of 65.

#### 2.2. Probationary Period and Periods of Notice

The first six months of the employment (*cf. PN 5;6*) shall be considered as probationary period.



## Collective Framework Agreement on Agency Work

In the first four weeks of the probationary period, the employment may be terminated with 2 working days' notice. From the fifth week till the end of the second month, the notice period shall be 1 week; from the third month till the sixth month of the employment, it shall be 2 weeks.

From the seventh month of the employment onwards, the statutory notice periods shall apply. Said statutory notice periods shall apply to both parties.

The probationary period and the notice periods shall apply to temporary employment relationships likewise.

### Section 3

#### Working Time

##### 3.1. Working time

3.1.1. The individual regular monthly working time shall be 151.67 hours for full-time employees. This corresponds to an average weekly working time of 35 hours.

3.1.2. The individual regular working time per month shall depend on the number of working days.

In months with

- 20 working days, the monthly working time shall be 140 hours
- 21 working days, the monthly working time shall be 147 hours
- 22 working days, the monthly working time shall be 154 hours
- 23 working days, the monthly working time shall be 161 hours.

Employees who, on their own request and due to business-related possibilities, are employed with a working time shorter than the working time under Section 3.1.1. of this Collective Agreement shall be part-time employees. Their regular working hours per month shall be calculated on a pro-rata basis.

Part-time employees shall, in connection with their contracts of employment, have the same rights and obligations under the Collective Agreements as full-time employees unless otherwise stipulated in the Collective Agreements.

3.1.3. The monthly working time shall be adjusted to that of the hiring-out company. The beginning and end of the daily working hours, including the breaks, and the distribution of the working time to the individual days of the weeks shall depend on the regulations applicable at the hiring-out company and on the requirements of the hiring-out company.



## Collective Framework Agreement on Agency Work

3.1.4. If continuous shift work including Saturdays and Sundays or a comparable other shift model of the hiring-out company is used, the working time / extra payment model of the hiring-out company shall only apply to the employee if he runs through a full cycle. If he does not run through a full cycle, the average monthly working hours shall be used for calculating the hours worked for the period concerned.

3.1.5. On Christmas Eve and New Year's Eve, the working time shall end at 2 p.m. In addition, the extra payment regulations for public holidays shall apply. Independently of the provisions of Section 3.2.3., both days may be paid for as days off via the working time account or the leave account.

### 3.2. Working time account

3.2.1. For each employee, a working time account shall be kept. Those working hours which exceed the regular working time per month shall be entered into said account. Likewise, debit hours may be entered into said account.

3.2.2. Hours may only be entered into the working hours account as long as the maximum limits of 150 credit hours or 21 debit hours are not exceeded.

3.2.3. The hours which have accrued to the working time account shall be compensated by time off (*cf. PN 9*). In this context, the employer and the employee may freely dispose of a time credit equivalent to two working days in each calendar month. Any disposal by the employer may not lead to a time debit of the employee.

The granting of time off shall be requested from the employer by the employee no later than 2 days prior to its commencement and may only be refused for urgent operational reasons. In such case, the Employer shall follow the request for time off within 4 weeks.

Furthermore, compensatory time off shall be determined according to the employee's request by agreement with the employer, with the interest of the company being taken into account. The compensatory time off shall be requested by the employee and shall require the employer's consent.

If times in which credit hours are compensated by requested and determined free time coincide with times of the employee's inability to work, the time off shall be considered to have been taken and shall not be credited to the working time account anew.

3.2.4. When the employer leaves the company, any time credit will be paid out, and any time debit will be set against the employee's claims for payment or shall be re-



## Collective Framework Agreement on Agency Work

paid. The employee shall also be granted the option to settle the working time account in the form of work.

### Section 4

#### Extra Payments

##### 4.1. Overtime

4.1.1 'Overtime' means working time exceeding the regular working time per month.

4.1.2 Extra payments for overtime will be made for times exceeding

- 160 hours worked in months with 20 working days
- 168 hours worked in months with 21 working days
- 176 hours worked in months with 22 working days
- 184 hours worked in months with 23 working days.

The extra payment for overtime shall be 25 percent and shall be paid in the month in which the overtime was worked.

Said rules shall apply to part-time employees likewise.

##### 4.2. Night work

Extra payments for night work shall be granted for work in the time from 11 p.m. till 6 a.m. if more than 2 hours have been worked in said nighttime. The extra payment for night work shall be 25 percent.

For regular night work (permanent night shift), an extra payment of 20 % will be made.

For work which, according to its nature, must typically be performed at night (e.g. guarding), no extra payments will be made.

##### 4.3. Sunday work

The extra payment for Sunday work shall be 50 percent insofar as the work on Sundays is not part of the regular working hours (*cf. PN 7*).



## Collective Framework Agreement on Agency Work

### 4.4. Holiday work

The extra payment for holiday work shall be 100 percent insofar as the work on public holidays is not part of the regular working hours (*cf. PN 7*).

The statutory regulations on public holidays for the location concerned shall apply.

### 4.5. Other Arrangements on Extra Payments

4.5.1. If more than one extra payment applies to the same working time, only the higher extra payment will be made.

4.5.2. The calculation of the extra payment on a percentage basis relates to the payment according to the current pay group and level under Section 2 of the Collective Pay Agreement. Said extra payment calculation does not relate to the assignment-related allowance nor to any allowances in addition to those under the Collective Agreement.

4.5.3. In deviation from Subsections 4.1. to 4.4., the following extra payments are hereby agreed for work in the medical sector:

- |  |              |
|--|--------------|
| • Night work                                     | 15 percent   |
| • Sunday work                                    | 25 percent   |
| • Holiday work                                   | 35 percent   |
| • Saturday work in the time<br>from 1 to 11 p.m. | 7.5 percent. |

4.5.4. In deviation from Subsections 4.1. to 4.4., for work in the catering trade, the extra payments for night, Sunday and holiday work shall be governed by the hiring-out company's relevant extra payment regulations.

4.5.5. Extra payments shall be made in the month in which the related time was worked.

## Section 5

### Release from Work

5.1. Unless otherwise stipulated in this Agreement, the principal that payments will be made only for work performed shall apply.



## Collective Framework Agreement on Agency Work

5.2. In direct connection with the events listed below, the employee shall be granted a paid release from work without that time counting as leave:

- a. in case of the employee's own marriage  
or registration of a civil partnership 1 day
- b. in the case of his wife giving birth 1 day
- c. in case of the death of the spouse or  
partner in a civil partnership who lives in  
a common household with the employee 2 days
- d. in case of the death of a parent or child 1 day
- e. in case of a move on the employee's request 1 day
- f. in case of the fulfilment of legal obligations resulting from public  
honorary positions, for the duration of the absence from work.  
Insofar as compensation may be claimed, the claim for the staff  
member's pay of that amount shall cease to exist.

The regulations contained in Items b), c) and d) shall apply, mutatis mutandis, to employees living in cohabitation.

The claims for release under Items a) to d) shall exist after 6 month of employment at the company.

Paid release shall be granted upon prior written request and shall be proved by the employee by means of documents. Said proof shall be provided no later than two weeks after the event.

With the above, all events under Art. 616 of the Civil Code (BGB) shall be compensated for.

## Section 6

### Leave

#### 6.1. Granting of leave

The granting of leave shall be governed by the provisions of the Federal Leave Act. The dates of a leave may only be fixed by agreement with the employer in each case.



## Collective Framework Agreement on Agency Work

### 6.2. Leave entitlement

6.2.1. The employee's leave entitlement shall increase with the length of his employment at the company (cf. PN 5;6).

The employee shall be granted

- an annual leave of 24 working days in the first year,
- an annual leave of 25 working days in the second year,
- an annual leave of 26 working days in the third year,
- an annual leave of 28 working days in the fourth year,
- an annual leave of 30 working days from the fifth year,

calculated according to the duration of the uninterrupted employment at the company (cf. PN 5;6).

If the employee leaves the company during the first six months of the employment, he shall be entitled to a leave in accordance with the Federal Leave Act.

6.2.2. For part-time employees, the annual leave shall be calculated on a pro-rata basis.

6.2.3. If the employee leaves the company in the course of a calendar year or joins the company in the course of a calendar year, he shall, for each full month of employment (cf. PN 5;6), be granted a twelfth of the annual leave to which he is entitled.

6.2.4. The leave entitlement shall expire after the end of the calendar year unless the leave has been claimed unsuccessfully before or could not be taken for operational reasons or due to illness. In the above cases, the residual leave shall be transferred to the following year. If the residual leave has not been taken by no later than March 31 of the following year, the claim shall expire on that date.

If leave could not be taken due to long-term inability to work, not even by March 31 of the following year, the entitlement shall be forfeited.

### 6.3. Pay during a leave

The pay during a leave shall be determined on the basis of the regular monthly working time according to the collectively agreed pay laid down in the table of pay rates. Any additional allowances or extra payments shall not be taken into account (however, cf. PN 8).



## **Collective Framework Agreement on Agency Work**

### **Section 7**

#### **Bridging Days / Company Holidays**

7.1. In order to grant employees a longer uninterrupted free times in connection with weekends and public holidays (so-called bridging days), days proceeding or following public holidays may be determined on which no work is performed.

7.2. Company holidays may be ordered for an uninterrupted period, which shall be no more than 14 calendar days. The necessary time may be deducted from the working time account or from the days of the annual leave. Only for this purpose, up to 50 debit hours may be accumulated on the working hours account.

With regard to the time of the company holidays, the employees' wishes shall be taken into account if possible.

### **Section 8**

#### **Special Annual Payments**

From the second year of uninterrupted employment (*cf. PN 5;6*), the Employee shall be entitled to special annual payments taking the form of holiday and Christmas bonuses<sup>1</sup>. The holiday bonus shall be paid together with the pay for the month of June of each year; the Christmas bonus shall be paid together with the pay for the month of November of each year.

The holiday and Christmas bonuses shall increase with the length of the employment at the company, calculated for the due dates of June 30 and November 30.

Depending on the length of the uninterrupted employment, the holiday and Christmas bonuses shall each amount to (*cf. PN 5;6*)

- 150 euro (gross) in the second year,
- 200 euro (gross) in the third and the fourth year,
- 300 euro (gross) from the fifth year.

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<sup>1</sup> From 01/01/2006, the entitlement to such special annual bonuses shall commence after 6 months of uninterrupted employment.



## **Collective Framework Agreement on Agency Work**

A prerequisite for the entitlement to the special payments shall be the existence of an on-going employment at the time of payment.

Part-time employees shall receive the special payments on a pro-rata basis according to their agreed regular monthly working time.

Employees who leave the employer's company by March 31 of the following year shall repay the Christmas bonus. This shall not apply in case of a termination by the employer for operational reasons.

### **Section 9**

#### **Arbitration Board for Collective Agreement Matters**

9.1. In the case of disputes between the employer and the employee concerning the performance or application of this Collective Agreement, the parties to the Collective Agreement shall be consulted. The disputed matter shall be communicated in writing. If even with the help of the parties to the Collective Agreement, the dispute cannot be settled within 6 weeks from the time of the communication, recourse may be taken to legal action.

9.2. In case of disputes between the employer and the employee concerning the construal of provisions of this Collective Agreements, the above stipulations shall apply mutatis mutandis. If the parties to the Collective Agreement agree that the dispute is of principal significance, or if an agreement on it cannot be reached, the arbitration board shall decide about the dispute, with recourse to the labour courts being excluded. In all other cases, recourse may be taken to legal action.

The arbitration board shall be composed equally of two assessors per party, or three at most. The employer's assessor shall be nominated by iGZ and the employee's assessors by the DGB member unions, each on a case-by-case basis.

9.3. The arbitration board shall convene within one month from the determination under Subsection 9.2, Sentence 2.

If a majority decision is not taken by the arbitration board, an impartial chairman shall be consulted.

After the chairman has been nominated, the arbitration board shall convene within one month at the latest.



## **Collective Framework Agreement on Agency Work**

The decisions of the arbitration board on the construal of this Collective Agreement shall be binding upon the parties bound by collective agreement.

### **Section 10**

#### **Term of Limitation**

All claims arising from, or related to, the employment shall be excluded if they are not made by written communication to the other party within a term of limitation of one month after they become due. If the opposing party rejects the claim in writing or does not declare itself within two weeks after the claim was made, said claim shall be forfeited unless it is made before a court within one month after the rejection or the expiry of the term.

### **Section 11**

#### **Entry into Effect and Termination**

This Agreement shall enter into effect on January 1, 2004, for all members of the Parties who are bound by collective agreement. Full members of iGZ may apply this Collective Agreement voluntarily at an earlier date after prior written announcement to the Parties to the Collective Agreement.

This Agreement may be terminated by giving three months' notice to take effect at the end of each month, but for the first time on June 30, 2006.

### **Section 12**

#### **Saving Clause**

Should individual provisions of this Agreement be or become ineffective, regardless of the cause, the validity of the other provisions of this Agreement shall remain unaffected. The ineffective provision shall be replaced by the adequate provision which comes closest to what the Parties intended in view of the purpose of this Agreement.



## Collective Framework Agreement on Agency Work

### Protocol Notes

1. This Collective Agreement shall not be binding upon passive members of iGZ.
2. The terms 'Beschäftigungsverhältnis' and 'Arbeitsverhältnis' in the German text shall be understood to have the same meaning, which is 'employment (relationship)'.
3. By mutual agreement, additions may be made at any time.
4. The work's council's right of co-determination shall not be restricted by the provisions of Section 3.2.3, Section 6 and Section 7.
5. Transitional arrangement due to the new introduction of this Collective Agreement: the length of the uninterrupted employment shall be calculated from 01/01/2002.
6. For the calculation of the length of the uninterrupted employment, times during which the employment is suspended shall be disregarded. Exceptions shall be occupational diseases and accidents at work for periods of up to 12 months after the end of the sick pay period. Even if the employment is suspended, the annual special payments under Section 8 shall be paid on a pro-rata basis for the times in which the employee received a pay which was subject to social security contributions. Sentence 2 shall apply accordingly.
7. The extra payments for work on Sundays and public holidays shall, insofar as they are part of the regular working hours, be governed by the extra payment regulations of the hiring-out company; see also Section 3.1.4.
8. Extra payments for work at special times (Sunday, holiday and night work) shall be taken into account for the calculation of the pay during a leave under Section 6.3 according to the current jurisdiction of the Federal Labour Court.
9. On the Employee's request and with the Employer's consent, an individual regulation on a payment for credit hours up to a maximum of 20 hours per month may be agreed.
10. Employees will not be assigned to businesses in which strikes are taking place in a proper manner. This excludes assignments in case of emergency services. In addition, the Provisions of Art. 11, Subarticle 8 of the Temporary Employment Act (AÜG) shall apply.

Berlin, May 29, 2003