

Collective Agreement Governing Pay Groups and Levels of Agency Workers

Between

**Interessenverband Deutscher Zeitarbeitsunternehmen (iGZ e.V.)
(German Association of Temporary Work Agencies)
PortAL 10, Albersloher Weg 10, 48155 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, 30167 Hannover

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

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

Gewerkschaft Erziehung und Wissenschaft (GEW) [Education and science],
Reifenberger Straße 21, 60489 Frankfurt am Main

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

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

Eisenbahn- und Verkehrsgewerkschaft (EVG) [Railway and transport],
Weilburger Straße 24, 60326 Frankfurt am Main

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

the following **Collective Agreement Governing Pay Groups and Levels** of Agency Workers is hereby concluded:

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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 e.V.),
- personally to all employees who are assigned to client businesses within the scope of temporary-employment agency work and are members of one of the unions which are Parties to this Agreement.

This Collective Agreement shall not apply to temporary work agencies or -parts thereof which form an affiliated group within the meaning of Section 18 of the German Stock Corporation Act (Aktiengesetz) with the client business if

- a) to a considerable extent, the temporary work agency takes over employees who were employed by the client business previously, and
- b) the employees concerned are assigned to their original position or a comparable position at the client business, and
- c) as a result, any existing collective pay agreements effective at the client business are circumvented to the disadvantage of the employees concerned.

The masculine word "Arbeitnehmer" (employee) in the German version of this Agreement shall include female and male employees. It is used for convenience only; so is the masculine pronoun "he" referring to an employee in the English version of this Agreement.

Section 2

Grouping Principles

2.1. At the beginning of the employment, the employee shall be assigned to the appropriate pay group (usual pay group) on the basis of the work which is regulated by the contract of employment. To the grouping, the qualifications which are actually necessary for the assignment to the client business shall apply.

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

2.3. If the employee temporarily performs work of lower value on the employer's request for up to 6 weeks (*cf. Note 5*), he shall be entitled to the pay applicable to his usual pay group. If during that time, the employee is offered work 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 work, 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 assigned to a different group on the employer's request.

Section 3

Pay Groups

Pay group 1:

Work which requires an introduction at the workplace.

Pay group 2:

Work which requires a training period or for which relevant professional experience or relevant special knowledge or a relevant professional qualification is necessary.

Pay group 3:

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

Pay group 4:

The performance of work requiring knowledge and skills that are taught during a vocational training of at least three years and that require several years of professional experience.

Employees who have been employed at the company and assigned to pay group 3 for more than one year shall be assigned to pay group 4. The calculation of the period of employment at the company shall commence on 01/01/2014.

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Pay group 5:

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

Pay group 6:

The independent performance of work for which the completion of a vocational training of at least three years, relevant up-to-date professional knowledge and skills as well as the completion of additional special qualification schemes such as a master craftsman's or technician's training are necessary.

Pay group 7:

The performance of work for which a master craftsman's or technician's training or a training at a technical college 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 specialised work for which a degree from a university of applied sciences is required and during which complex tasks must be dealt with independently.

Pay group 9:

The independent performance of work for which a degree from a university of applied sciences, together with several years of professional experience, or a university degree is required.

Section 4

Pay Levels

The pay shall be based on the entry level.

Section 5

Assignment-related Allowance

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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 1 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 calendar months of uninterrupted employment (*cf. Note 6*).

In industries in which the pay rates under the collective agreements are lower than those under the pay system defined by this Collective Pay Agreement, the assignment-related allowance may be reduced.

Section 6

Conversion of Claims for Payment

The employees may claim the conversion of future claims for payment in order to pay contributions to any company pension scheme in accordance with Art. 1a of the German Company Pension Scheme Act (BetrAVG). The related agreement with the employee must be made in writing.

Section 7

Effective Date and Termination

This Agreement shall enter into effect on 1 January 2004 for all members of the Parties who are bound by collective agreement. The changes according to the negotiation result achieved on 17/09/2013 shall enter into effect on 1 November 2013 for all members of the Parties who are bound by collective agreement.

This Agreement may be terminated with six months' notice as of the end of each month, but as of 31 December 2016 at the earliest.

Section 8

Severability

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.

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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 period of the uninterrupted employment shall be calculated from the reference date 01/01/2003.
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 2.3, 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 period 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. The assignment or reassignment to pay groups within the new pay structure shall be performed according to the newly defined pay groups (pay group characteristics) according to the collective agreement of 30 April 2010. The Parties to the Collective Agreement agree that no reduction of the previous gross hourly wages will be made on the occasion of the redefinition of the pay group characteristics. The above stipulation shall apply mutatis mutandis to employees who are paid an allowance under Section 2.2.
8. The additional level under the collective agreement governing pay groups and levels of 29 May 2003 shall not apply to employees who were not entitled to the additional level on 1 March 2005. Employees who were entitled to the additional level on 1 March 2005 shall keep said entitlement under the Collective Agreements. The hourly rates for the additional level shall be governed by the collective pay agreement of 29 May 2003.
9. To employees who acquired an entitlement to an assignment-related allowance by 30 June 2006, the provisions contained in Section 5 of the collective agreement governing pay groups and levels in its version of 18 February 2005 shall apply for the duration of the assignment.
10. The main level under the collective agreement governing pay groups and levels of 18 February 2005 shall not apply to employees who were not entitled to the addi-

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onal level on 1 July 2006. Employees who reached the main level before 1 July 2006 shall keep said entitlement under the Collective Agreements.

Berlin, 17 September 2013

For

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Member unions of DGB

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