Framework agreement on employment conditions for food service
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Between the

Bundesverband der Systemgastronomie e.V., represented by the board of directors
Wilhelm-Wagenfeld-Straße 18, 80807 Munich
(hereinafter referred to as the ‘BdS’)

- the first party to the agreement -

and the

Gewerkschaft Nahrung-Genuss-Gaststätten, represented by the chief executive committee
Haubachstraße 76, 22765 Hamburg
(hereinafter referred to as the ‘Gewerkschaft NGG’)

- the second party to the agreement -

Article 1 Scope of application

1. Territorial:
This wage agreement is effective on the territory of the Federal Republic of Germany.

2. Professional:
Applies to establishments and enterprises of the food service industry which are regular members of the BdS.

3. Individual-related:
This wage agreement governs the labour conditions of all employees including apprentices who are members of Gewerkschaft NGG and are employed at businesses and companies which are members of the BdS.
This wage agreement does not apply to members of the board of directors, managing directors and other legal representatives of the member companies, nor does it apply to employees with managerial duties in the sense of Section 5 Para. 3 of the Works Constitution Act.

Article 2 Employment

1. If applicants are requested to appear for an interview in person, the employer shall compensate them for travel expenses for public transportation (train travel in 2nd class) to and from the interview location upon furnishing documentary evidence, unless a third party is obligated to do so on account of other arrangements.
2. Newly hired employees shall receive an employment contract upon entering work at the latest. Said contract shall contain the significant contract conditions pursuant to the Law on notification of conditions governing an employment relationship [Nachweisgesetz], in particular position and classification. This also applies to employees hired after apprenticeship.

3. Before an apprenticeship has been completed, the employer shall check whether it will be possible to hire the apprentice in question. In doing so, the possibility of hiring for a limited period of time should be taken into consideration, in order to ease the employee’s transition to subsequent employment. The employer shall inform the apprentice of the result of this check in advance, albeit no later than one month before the end of the apprenticeship. The apprentice shall inform the employer whether he/she wishes to be employed by the employer after completing the apprenticeship in advance, albeit no later than one month before the end of the apprenticeship.

4. The trial period amounts to a maximum of three months for industrial workers. The term of notice during the trial period amounts to three calendar days in the first month and seven calendar days after the first month.

The trial period amounts to a maximum of six months for employees. The term of notice amounts to four weeks during the trial period.

Article 3 Remuneration

1. The sum of the remuneration is based on the provisions of the collective wage agreement.

2. Payment shall be conducted cash-free on a monthly basis via direct deposit. The employee is to be presented with a statement containing the composition of gross earnings and deductions.

3. Remunerations in kind which are rendered in addition to the agreed wages are dealt with according to the respective applicable tax and social insurance-related regulations.

4. The employer shall not provide reimbursement for account maintenance fees. This arrangement is conclusive and exempt from determination by the parties in the employment agreement. Existing company agreements remain unaffected by this arrangement.

5. The employer shall initiate the transfer of wages by no later than the fourth business day of the following month.

6. No entitlement to remuneration exists in the scope of Section 616 of the German Civil Code in the event of prohibition from occupational activities pursuant to Sections 42 and 31 of the Infection Prevention Act [Infektionsschutzgesetz]. Pursuant to Section 56 Para. 5 of the Infection Prevention Act, however, the employer is obligated to pay compensation to employees in the event of prohibition from occupational activities pursuant to Sections 42 and 31 of the Infection Prevention Act for the competent authority.
Article 4 Work hours

1. Regular work hours

   The regular work hours amount to 39 hours per week or 169 hours per month, excluding breaks.

   The regular work hours for the federal states of Thuringia, Mecklenburg-Vorpommern, Saxony, Saxony-Anhalt and Brandenburg (wage area East) amount to 39.5 hours per week or 171 hours per month excluding breaks until 30.11.2011. As of 01.12.2011, the regular work hours shall amount to 39 hours per week or 169 hours per month, excluding breaks.

   The work hours in one week are distributed among 5 days. If the number of work days in a calendar month causes the number of work hours in the calendar month to fall below 169, or, as the case may be, 171 hours, this shortfall shall be offset on the annual average.

   A differing distribution of work hours may be arranged on the basis of individual contracts or by company agreement. Such an agreement may be subject to time limitations. The provisions of the Work Time Act [Arbeitszeitgesetz] shall be observed. At the employee’s request, the work hours may be distributed among 6 days in the week; if the parties in the employment agreement agree to a distribution of the work hours among 6 days in the week, this arrangement may be unilaterally revoked by the employee with a term of notice of one month.

2. Partial shift

   Partial shifts are possible under the following criteria:

   a. The employer and employees may voluntarily agree upon the division of the work hours into two partial shifts per workday on the basis of individual agreement in written form.
   b. The division of work hours into partial shifts may only be agreed upon with full-time employees who are employed for an indefinite period of time.
   c. At the employee’s request, the division of work hours into partial shifts shall be renegotiated at any time. The personal interests of the employee shall be taken into account in the process, in particular if:
      - continued performance of partial shifts presents a hazard to the employee’s health based on occupational health-related determination,
      - the performance of partial shifts prevents the fulfilment of parental duties,
      - employees have a family member requiring care to provide for who cannot be cared for by another family member living in the household.
   d. A work day with partial shifts must consist of at least 7 hours and may contain no more than 8 hours of work time. A work day with partial shifts may only be performed at one and the same business.
   e. A partial shift must consist of at least 3 hours. The break between the two partial shifts may not amount to fewer than two hours and may not exceed three hours.
   f. Partial shifts are not permissible during the time from 23:00 to 06:00.
   g. No more than three work days per work week and no more than ten work days per month with partial shifts may be scheduled.
h. Employees shall receive a lump-sum bonus amounting to € 9.00 for each work day completed with partial shifts. Entitlement to payment of the lump-sum bonus shall remain in the event of short-term changes to the work plan initiated by the employer which entail the omission of a planned work day with partial shifts at the expense of the employee if the change in schedule is only made within the final 48 hours before the beginning of the work day with partial shifts.

3. Annual work time

Work time may be agreed upon as annual work time on the basis of individual agreement. The calendar year is the reference value. In such case, the annual work time for full-time employment amounts to 2,028 hours; the number of hours shall be commensurately lower for part-time employment.

For wage area East, the annual work time for full-time employment amounts to 2,052 hours until 30.11.2011; the number of hours shall be commensurately lower for part-time employment. As of 1.12.2011, the annual work time for full-time employment shall also amount to 2,028 hours in wage area East; the number of hours shall be commensurately lower for part-time employment.

In the event of entries or departures during the calendar year, the pro-rated annual work time shall be calculated according to full calendar months as well as work days in partial calendar months. This applies accordingly to times in which the employment is suspended.

Employees are entitled to a consistent monthly wage amounting to 100% of the regular monthly work hours for full-time employment. This applies commensurately to part-time employment according to the average monthly work hours resulting from the contractual annual work time.

At least 85% of the regular monthly work hours for full-time employment are to be performed monthly. The regular monthly work hours for full-time employment may be exceeded by a maximum of 15% monthly. This applies commensurately to part-time employment.

Work hours shall be documented and the employee shall receive a corresponding monthly report upon request.

In calculating the annual work time per day, absence from work without remuneration as well as times with continued wage payment are offset with the employee’s regular work hours per work day. The remuneration is reduced accordingly for absences from work without wages.

Missing hours present at the end of the calendar year shall lapse. Proceedings shall be conducted the same way in the event an employee withdraws from employment.

4. Overtime work and overtime bonus

Overtime work in the sense of this wage agreement is defined as work which exceeds the regular monthly work hours according to Number 1 and has been explicitly ordered, approved or sanctioned by the employer.
Overtime work shall be remunerated with a bonus of 25% of the gross hourly wage in accordance with the provisions of the collective wage agreement; overtime work in the sense of the annual work time shall be remunerated with a bonus of 33%. Overtime work including bonuses shall be compensated in days off at the employee’s request, if and insofar as no operational interests conflict with doing so.

A lump-sum compensation for overtime work including bonuses with wage components above the general pay scale may be agreed upon on the basis of individual agreements. The arrangements must be allocated appropriately on the annual average. The employer may make such arrangements with individual employees or with groups of employees. Said agreements must contain the highest number of overtime hours recorded as well as the period of time being assessed.

At an established annual work time according to Number 3, overtime work is work which has been explicitly ordered, approved or sanctioned by the employer and exceeds the arranged annual work time at the end of the calendar year.

5. Work on Sundays

Work which is performed on Sundays does not require a bonus. At least ten Sundays in a calendar year must remain free of work.

6. Work on holidays

Work performed on a state holiday taking place on a business day shall be remunerated with a bonus of 100% of the gross hourly wage in accordance with the provisions of the collective wage agreement in addition to the wage. The entitlement to the bonus is omitted if a paid day off corresponding to the number of hours actually worked on the holiday has additionally been granted within a period of five weeks (including the holiday). Employees who were hired to assist specifically because of the overtime work resulting from state holidays shall not be entitled to the bonus pursuant to Paragraph 1. They are also not entitled to a paid day off.

7. Night time work

Work conducted to an extent of at least two hours per shift during the time from 23:00 to 06:00 shall be remunerated with a bonus of 15% of the gross hourly wage in accordance with the provisions of the collective wage agreement.

8. Bonuses for work on Sundays, holidays and at night shall conform exclusively to this wage agreement. Deviations from it may be made to the benefit of the employees. Existing arrangements based on individual agreements or company agreements to the benefit of the employees remain unaffected. Employers shall refrain from their right to terminate corresponding company agreements.
Bonuses for work on Sundays, holidays and at night which are provided voluntarily or on the basis of individual agreements may be credited against bonuses for work on Sundays, holidays and at night which are based on the wage agreement.

9. Breaks and time off

Breaks do not constitute work time. The employer shall announce the place and duration of the breaks to the employees. The place and length of the breaks are based on the Work Time Act.

There must be an uninterrupted period of at least twelve hours off between the end and beginning of a work shift.

10. Work schedules

Work schedules shall be compiled at least a week in advance announced to employees by being put out on display. It shall specify the beginning and end of the daily work hours in the work schedules.

In the event that changes to a work schedule become necessary on short notice due to extraordinary natural events, unpredictable absences of employees or comparable difficulties which are disruptive to operational procedures, the employer shall decide in observance of equitable discretion. The works council shall be informed of the changes without delay.

More detailed arrangements may be made with the works council with regard to participation.

11. Documentation

Overtime work hours, days off, etc., shall be recorded separately in documents specific to the business in question and may be viewed by the employees.

Article 5 Work hours

1. With part-time employees, the work hours and the placement of the work hours are determined according to the agreement reached by the parties in the employment agreement.

2. With part-time employees, the sum of the wages is based on the provisions of the wage agreement and the respective proportion of part-time work, i.e. in accordance with the proportion of contractual work hours to the regular work hours of a full-time employee.

3. Part-time employees are entitled to the other payments pursuant to the wage agreement in accordance with the proportion of the actual work hours they regularly work (for a period of twelve months) to the regular work hours of a full-time employee, unless arranged otherwise in this wage agreement.

4. If regular (over a period of three months) work which exceeds the agreed weekly work hours is ordered, approved or sanctioned, the employee may request that the employment agreement be redrafted accordingly.
5. This does not apply to employments with annual work time accounts pursuant to Article 4 Number 3.

6. For part-time employees, overtime work refers only to work hours which exceed the regular monthly work hours of a full-time employee pursuant to Article 4 Number 1.

Article 6 Employee illness

The provisions of the Continued Payment of Wages and Salaries Act [Entgeltfortzahlungsgesetz] shall apply in the event that an employee is unable to work on account of illness.

During the period of inability to work on account of illness, the average wage of the last twelve months shall be paid for a duration of up to six weeks (reference period principle). Special payments (including holiday pay and special annual bonus) are not taken into account in calculating the average wage.

If the contractual work hours of the employee have been increased or reduced by a change in agreement within the last twelve months before the inability to work, the average wage which has been paid or which should have been paid after the change in work hours shall determine the amount of the continued wage payment. This does not apply if the change in agreement is only of a temporary nature. In this case, the average wage of the last 12 months (or the average wage of the employment period, if the duration of employment is shorter than 12 months) shall constitute the basis for calculation the continued wage payment (not including special payments).

In individual cases of inability to work on account of illness, the parties in the employment agreement may mutually agree to apply the statutory loss-of-pay principle instead of the reference period principle in the wage agreement. Doing so may not subject employees to worse conditions.

Article 7 Holiday leave

Employees and apprentices are entitled to paid holiday leave for each calendar year. The full entitlement is first obtained after six months of employment.

1. Amount

The amount of annual holiday leave is based on length of employment. With a distribution of the weekly work hours among 5 work days in the calendar week, it amounts to:

- 25 work days in the 1st and 2nd year of employment
- 27 work days in the 3rd and 4th year of employment
- 29 work days in the 5th and 6th year of employment
- 30 work days in the 7th year of employment and up

For employees who begin work by 30 June of the given year, the year of entry shall be deemed to be the first year of employment in the sense of this arrangement.
If an apprentice is hired following a completed apprenticeship, the years of apprenticeship are to be taken into account in determining the length of employment.

In principle, 5 days of leave (Monday through Friday) are taken into account for a week of holiday; state holidays taking place during this period of time (Monday through Friday) are not considered to be a day of leave. This applies accordingly if the work hours of the employee are distributed among 6 days in the week, if the state holiday falls in the period of time from Monday to Saturday.

2. **Youth, severely handicapped persons and vocational students**

The respective statutory provisions shall apply to the holiday leave of juvenile employees and for the additional leave time of severely handicapped persons and equivalent handicapped persons.

Leave should be granted to vocational students during periods of vocational school holidays. If not provided for in the vocational school holidays, an additional day of leave shall be provided for each day of vocational school in which the vocational school is attended during the holiday leave.

3. **Winter leave/seasonal businesses**

If the entire annual leave has to be taken during the time from 1 November to 31 March for business reasons, the entitlement to leave time shall be increased by one additional day of leave for each 10 days of leave which fall within this period of time. This does not apply to seasonal businesses.

4. **Entry into holiday leave**

In the event of urgent operational necessity, the employer may request employees not to take a leave approved by the employer. In this case, the employer shall reimburse the resulting costs to the employees upon presentation of documentary evidence. Employees shall give notice of the amount of said costs as soon as the employer gives the order not to take leave.

5. **Holiday pay**

The average wage of the last twelve months shall be paid (reference period principle) during the holiday leave. Special payments (including holiday pay and special annual bonus) are not taken into account in calculating the average wage.

If the contractual work hours of the employee have been increased or reduced by a change in agreement within the last twelve months before the beginning of holiday leave, the average wage which has been paid or which should have been paid after the change in work hours shall determine the amount of the continued wage payment. This does not apply if the change in agreement is only of a temporary nature. In this case, the average wage of the last 12 months (or the average wage of the employment period, if the duration of employment is shorter than 12 months) shall constitute the basis for calculation the continued wage payment (not including special payments).
6. **Entry to and withdrawal from employment during the calendar year**

Employees who enter into or withdraw from employment during the calendar year shall receive 1/12 of the yearly holiday leave for each full month for which they are employed by the employer. The entitlement shall be rounded off to full days of leave. Months which have been started are deemed to be full months starting at a minimum of 15 days. Employees who withdraw from employment in the second half of a calendar year after completing the waiting period shall still receive at least 20 work days of holiday leave.

Leaves of absences which have already been provided or compensated by a previous employer for the same calendar year shall be taken into account.

If, when withdrawing from employment in the running calendar year, an employee has already been granted more leave time than he/she would have been legally entitled to, excessive earnings paid for the leave time may not be demanded to be returned.

In the event of withdrawal from employment, the holiday leave shall be taken during the term of notice.
If it is not possible to grant leave during the term of notice, the leave entitlement shall be compensated for monetarily.

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**Article 8 Holiday pay**

1. Employees shall receive holiday pay together with the wage remuneration for the month of July of the respective calendar year. An employee is only entitled to holiday pay if he/she has been employed at the business in question for an uninterrupted period of eleven months as of 1 July (the cutoff date).

2. The employee is not entitled to holiday pay if employment is terminated at the cutoff date. This does not apply to the case of termination by the employer for business-related reasons.

3. The employer may reduce holiday pay by 1/12 for each full calendar month in which the employee is on parental leave or serving military service or alternative service. This does not apply if the employee is performing part-time work for the employer during this time.

4. The sum of holiday pay shall amount to:

<table>
<thead>
<tr>
<th>Employment Period</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>in the 1st and 2nd year of employment</td>
<td>€ 415.00</td>
</tr>
<tr>
<td>in the 3rd and 4th year of employment</td>
<td>€ 466.00</td>
</tr>
<tr>
<td>in the 5th and 6th year of employment</td>
<td>€ 517.00</td>
</tr>
<tr>
<td>in the 7th of employment and up</td>
<td>€ 568.00</td>
</tr>
</tbody>
</table>

The year of employment in which the employee first becomes entitled to holiday pay is deemed to be the first year of employment in the sense of this arrangement.
5. Apprentices shall receive holiday pay amounting to 50% of the monthly apprenticeship remuneration which they concurrently receive. Special payments agreed upon voluntarily or on the basis of individual agreement which are provided in connection with holiday pay may be credited against the holiday pay.

Article 9 Leave of absence in special cases

The average wage of the last twelve months shall be paid during a paid leave of absence. Special payments (including holiday pay and special annual bonus) are not taken into account in calculating the average wage. The employer may request suitable proof on the leave of absence on the circumstances justifying the leave of absence. The special cases of leave of absence specified in the following constitute a conclusive arrangement.

1. Special events

In following cases, the employer shall grant employees a leave of absence from work for two days with continued wage payment:

1.1 Marriage or establishment of a civil partnership of an employee or employee's child or child of the employee's spouse/ civil partner
1.2 An employee's silver or golden anniversary
1.3 Employee’s wife/ civil partner gives birth
1.4 Employee with own household moves house/ changes place of residence
1.5 Death and funeral of an employee's spouse/ civil partner or child or parent of the employee or the employee's spouse/ civil partner
1.6 Funeral of a sibling of the employee or sibling of the employee's spouse/ civil partner

Civil partnership in the sense of the arrangement is deemed to be only a civil partnership in accordance with the Civil Partnership Act [Lebenspartnerschaftsgesetz]. Civil partners, on the other hand, are defined as such according to the Civil Partnership Act as well as by cohabitation comparable to marriage with joint household.

Leave from work is to be applied for and provided in direct connection with the event in question. Employees shall only be entitled to a leave of absence if they do not already owe work time at the relevant point in time for another reason, such as holidays, offsetting free time, or illness.

1. Child illness

Employees shall be granted leave in the event of child illness if the conditions of Section 45 of Social Security Code Book V have been met. In this framework, employees are paid the difference between the demonstrated sick pay and net earnings as a contribution. The contribution shall be rendered as a gross payment.

Employees who have no entitlement from Section 45 of Social Security Code Book V due to lack of a statutory insurance obligation shall be granted up to three days of leave from work.
with continued payment of wages in the event of a severe illness of their own child if and insofar as no other person living in the same household is capable of providing supervision and care, the child has not yet reached the age of twelve and said leave is necessary according to the testimony of a physician.

2. Trade union voluntary positions

Members of the NGG wage committee shall be granted leave with continued wage payment in order to participate in committee in connection with wage agreements in this sphere of application. This applies accordingly to elected delegates of the NGG’s delegate and district conferences and union conventions.

The invitation letter shall be presented and promptly announced to the employer in advance and counts as documentary evidence.

Entitlement to leave for works councils is based on the provisions of the Works Constitution Act.

Article 10 Parental leave according to the wage agreement

Upon the birth of a child, employees who have been employed at the business in question for at least five years may claim a period of 6 months (parental leave according to the wage agreement) to attend to their child in addition to the statutory parental leave already taken in full.

If there are multiple children, entitlement to the wage agreement parental leave shall be omitted in the event that the employee in question would have an absence from work amounting to more than 7 years since the birth of the first child when taking the legal protection periods and statutory parental leave into account.

The parental leave according to the wage agreement shall end no later than 3½ years after the birth of the child or 8½ years in the event that the parent leave is transferred.

Use of the parental leave according to the wage agreement must be announced in written form no later than four months before the end of the statutory parental leave. In the event that it is asserted later than this, it will only be possible to make use of parental leave according to the wage agreement with the employer’s consent.

Employment shall be suspended during the parental leave according to the wage agreement. The duration of the parental leave according to the wage agreement shall be credited toward time of employment at the business, but not toward the actual times of employment which are relevant in classification pursuant to Article 2 of the Wage Agreement. Such crediting according to the provision of Article 2 Number 4 of the wage agreement shall only take place if part-time work will be performed for the employer during the parental leave.
Article 11 Special annual bonus

1. Employees shall receive a special annual bonus together with the wage remuneration for the month of November of the respective calendar year. An employee is only entitled to a special annual bonus if he/she has been employed at the business in question for an uninterrupted period of eleven months as of 1 December (the cut-off date).

2. The employee is not entitled to holiday pay if employment is terminated at the cut-off date. This does not apply to the case of termination by the employer for business-related reasons. A repayment clause may be arranged, according to which the employee shall reimburse the special annual bonus to the employer if the employment ends by 31 March of the following year due to the employee quitting or his/her employment being terminated for reasons for which the employee is accountable.

3. The employer may reduce the special annual bonus by 1/12 for each full calendar month in which the employee is on parental leave or serving military service or alternative service. This does not apply if the employee is performing part-time work for the employer during this time.

4. The sum of the special annual bonus amounts to:

<table>
<thead>
<tr>
<th>Year of Employment</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st and 2nd year</td>
<td>€ 415.00</td>
</tr>
<tr>
<td>3rd and 4th year</td>
<td>€ 466.00</td>
</tr>
<tr>
<td>5th and 6th year</td>
<td>€ 491.00</td>
</tr>
<tr>
<td>7th and 8th year</td>
<td>€ 517.00</td>
</tr>
<tr>
<td>9th and up</td>
<td>€ 568.00</td>
</tr>
</tbody>
</table>

5. Apprentices shall receive a special annual bonus amounting to 50% of the monthly apprenticeship remuneration which they concurrently receive.

6. Special payments agreed upon voluntarily or on the basis of individual agreement which are provided in connection with the special annual bonus may be credited against the special annual bonus.

Article 12 Work and protective clothing

1. Provision of work clothing

The employer shall provide employees with the necessary work clothing (excluding shoes) and headgear free of charge. This does not apply if ordinary clothing may be worn. The obligation to bear the costs does not apply to employees in administration.

In procuring the work clothing, the employer shall take special consideration of the wearing comfort and ergonomic factors (cf. humanisation projects) as well as the dignity of the employees.
Employees shall wear the work clothing provided by the employer (including uniform cap) during work hours in restaurant work. The work clothing provided by the employer shall be handled with care and may not be used for purposes in private life by the employees. The term ‘work clothing’ used in this wage agreement is to be understood as ‘professional clothing’ in the sense of fiscal law.

2. Cleaning and re-procurement of work clothing

The employer shall initiate the cost-free washing and/or cleaning or re-procurement of work clothing in accordance with the operating arrangement. An arrangement on lump-sum compensation for washing and cleaning may be made on the basis of individual agreement. The lump-sum payments must be allocated appropriately.

3. Differing arrangements for work clothing

The employer may unilaterally make an arrangement deviating from Number 2 for shift managers, restaurant assistants, restaurant managers and executive managers above restaurant manager level.

4. Protective clothing

The employer shall provide legally required protective clothing and safety shoes free of charge.

5. Changing and break rooms

The employer shall provide suitable changing and break rooms in the scope of statutory provisions. Said rooms shall contain lockers for personal effects.

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Article 13 Capital-forming benefits

1. Prerequisites

After 12 months of uninterrupted employment at the business in question, employees shall be entitled to capital-forming benefits for each calendar month at the following amount:

<table>
<thead>
<tr>
<th>Duration of employment</th>
<th>Employee</th>
<th>Apprentice</th>
</tr>
</thead>
<tbody>
<tr>
<td>After 12 months</td>
<td>€ 13.29</td>
<td>€ 6.65</td>
</tr>
<tr>
<td>After 36 months</td>
<td>€ 19.94</td>
<td>€ 9.97</td>
</tr>
<tr>
<td>After 60 months</td>
<td>€ 26.59</td>
<td>—</td>
</tr>
</tbody>
</table>

Part-time employees shall receive proportional capital-forming benefits in accordance with their proportion of part-time work.

2. Payment

Capital-forming benefits shall be paid for each calendar month in which an entitlement to work remuneration for at least 15 days. This applies to part-time employees who work fewer than 5 work days per week, provided that the definitive figure of 15 is proportionally reduced accordingly. Payment is rendered together with wages for the respective month. The option of choosing between a payment in cash and a payment in capital-forming benefits is excluded.
3. Notification of investment type

The employee shall inform the employer of the type of investment (Section 2 Para 1 of the Fifth Capital Accumulation Act) selected as well as the investment institution with account number in written form and submit the required documentation and evidence by no later than one month before the initial maturity of the capital-forming benefits. The employee has complete discretion as to the type of investment. The type of investment and the investment institution should be maintained within a calendar year.

If the employee neglects to announce the information specified in Para. 1 promptly, he/she shall forfeit entitlement to the capital-forming benefits for the respective maturity period.

Article 14 Termination of employment

1. Termination through dismissal

The term of notice is based on length of employment. Once the trial period has been completed, employment may be terminated by either side with the following terms of notice:

For industrial employees with length of employment of:

up to 1 year 2 weeks
up to 3 years 3 weeks
up to 5 years 4 weeks
5 years and up 1 month as of the end of the month
10 years and up 3 months as of the end of the month
20 years and up 3 months as of the end of the quarter

For employees with length of employment of:

up to 5 years as of the end of the quarter 6 weeks
more than 5 years 3 months as of the end of the quarter
more than 8 years 4 months as of the end of the quarter
more than 10 years 5 months as of the end of the quarter
more than 12 years 6 months as of the end of the quarter
In accordance with Section 662 Para. 2 Clause 2 of the German Civil Code, times of employment taking place before the age of 25 are not taken into consideration in calculating length of employment.

2. For employees who have reached the age of 55 and have been employed for 10 years, employment may only be terminated by the employer for a good cause. Terminations in the event of change of contract and change of business (closure of company) are exempt from this arrangement.

3. **Limitations on entry into retirement and in the event of reduction in earning capacity**

   Employment ends without the need for termination with the completion of the month in which the employee first becomes entitled to standard retirement pension in accordance with the provisions of statutory pension insurance, or would have become entitled if he/she had been insured by statutory pension insurance.

   Employment ends without the need for termination with the completion of the month in which the employee first becomes entitled to full, unlimited pension on account of disability.

4. **Reference and employment papers**

   Employees shall be issued an interim reference upon request within 14 days after termination notice has been given. Employees are to be issued a conclusive reference upon termination of employment.

   Employees may request a qualified reference which covers all work and conduct during employment. The evaluation in the conclusive reference may only differ from the evaluation in the interim reference if the employee’s conduct or work has given cause to do so in the meantime.

   Employees are to be provided with the appropriate employment papers and certifications immediately after or upon termination of employment.

**Article 15 Cut-off period**

All pay scale-related and contractual claims arising from employment are to be asserted in written form within a preclusion period of four months as of their due date. Claims which are not asserted in written form within this period shall be forfeited.

If the written assertion remains unsuccessful, the claim shall be asserted in court within three months as of the rejection or, as the case may be, within seven months since the claim’s due date if a rejection is not explicitly made. If the claim is not legally asserted within this period of time, it shall be forfeited.

The regulations on assertion and legal assertion apply equally to employers and employees.

**Article 16 Grievance committee**

1. A grievance committee shall be formed in order to settle disputes on the interpretation of wage agreements.
2. Said committee shall consist of members from both parties to the agreement. It should generally be composed of three persons.

3. The grievance procedure is conducted upon being applied for by a party to the wage agreement. The parties to the wage agreement are obligated to engage in the grievance procedure. The grievance committee should carry out negotiations promptly upon application and attempt to achieve an agreement by relinquishing compliance with the cutoff periods in the wage agreement.

4. The task of the grievance committee is to prepare a binding agreement on disputes in interpretation the agreement and present it to the representatives of the parties to the wage agreement.

5. The negotiations of the grievance committee are not public. A meeting protocol on the negotiation shall be compiled.

6. The negotiations shall be conducted in an open and fair manner. All members of the grievance committee shall assume joint responsibility for the informedness of the grievance committee.

7. Each of the parties to the wage agreement shall bear the costs of the representatives it provides as well as of any informants and experts it appoints.

8. The grievance procedure does not affect the competence of the labour courts.

**Article 17 Final provisions**

1. **Publication**

   This wage agreement shall be publicised at the businesses which fall under its field of application at a suitable location. It is generally a hung or presented on a bulletin board.

2. **Entry into legal effect and duration**

   This wage agreement enters into legal effect on 1 December 2007. It may be terminated with a period of notice of three months of the end of the calendar half-year, albeit not before January 2013. In deviation from this general period of notice, the agreement may be terminated in exceptional circumstances in January 2013 as early as 30 April 2013.

3. **Replacement of previous wage agreements**

   Upon entering into legal effect, this wage agreement replaces prior framework agreements on employment conditions between the parties of the wage agreement.

23. Oktober 2007

Bundesverband der Systemgastromenie e.V., München

Gewerkschaft Nahrung-Genuss-Gaststätten, Hamburg