

Collective wage agreement for food service

Between the

**Bundesverband der Systemgastronomie e.V.,
represented by the chairmanship
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 '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 businesses and companies 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 Classification and wage brackets

1. Employees shall be allocated to the applicable wage bracket upon being hired. A remuneration exceeding the one or all of the wage brackets may be negotiated on the basis of individual agreement (income above the general pay scale).

2. Employees shall be allocated to wage brackets in accordance with their primary tasks based on sample tasks. The professional or operational title is not the sole decisive factor when allocating an employee to a wage bracket. If a task consists of multiple individual tasks which would be allocated to different wage brackets when regarded individually, the classification shall be determined based on the predominate individual task. In the rotation system, the task predominately consists of alternating individual tasks of varying nature. Employees who work in the rotation system shall be allocated to wage bracket 1 a/b at the beginning of their employment. After completing the training period, they shall be allocated to wage bracket 2. Employees may not be arbitrarily denied the assignment of individual tasks in a rotation system which are necessary for allocation to wage bracket 3. In the event of a dispute, the employer shall present his reasons for the denial and, in the event of a legal dispute, substantiate them. Tasks in the rotation system which a member company has transferred entirely to a third company are not taken into account with respect to allocation to wage bracket 3.

The specification of task and position descriptions together with examples in the wage brackets does not obligate the member businesses and companies to apply them at their full range, particularly if doing so is not possible due to fields of activities which are not present or the tasks actually being performed are limited to particular wage brackets.

3. Definitions:

- Rotation system:

Employment in a rotation system means rolling tasks in the various work areas of the restaurant. This includes in particular tasks in the dining area, service area incl. cash register, product and beverage stations in the kitchen area which relate to all tasks involved in the preparation and manufacture of products and product ingredients (such as chips, grill and frying stations, salad and dessert preparation), including all necessary assistance, cleaning and disinfection work.² Furthermore, tasks in the rotation system also include cleaning work in the restaurant's lavatories.

- Power of supervision:

A task or position description which is based on a power of supervision entails the professional supervision of production and work processes and compliance to the standards of said processes without disciplinary and employment contract-related measures and arrangements being taken. Positions with supervisory powers include in particular the positions of crew trainer, crew chief, production leader, cash register supervisor as well as team & champs partner.

² By day- or nighttime

- Managerial authority:

A task or position description which is based on managerial authority pertains only to a position in which disciplinary and employment contract-related measures and arrangements beyond the (professional) power of supervision may be taken.

- Successful completion of internal qualification procedures:

By offering internal qualification procedures, the member companies shall ensure that suitable employees are granted access to said procedures based on defined requirement profiles in consideration of the respective interests of the individual businesses which upon successful completion of the qualification procedure constitute the prerequisite for allocation to a higher wage bracket in the event of actual performance of the task in question. The successful completion of the qualification procedure does not result in entitlement to actual employment in the respective position.

4. If the wage bracket is changed in the scope of the specified task and position descriptions including examples due to the duration of the activity actually performed, the duration of the activity actually performed in the existing employment excluding the times at which the employment is suspended is decisive.

For employees, who shift between restaurants of the same franchisee, between franchisees of the same franchisesystem/brand or between franchisor and franchisee of the same franchisesystem/brand, the previous employment is taken into account, when they are assigned to a WB. On condition that the one month probation period was successfully completed and the period of time between the two employment periods doesn't exceed the period of nine month can be accomplished.

With part-time employees, the duration of the activity actually performed is extended until the change of wage bracket from wage bracket 1b to wage bracket 2 in accordance with the respective part time proportion, i.e. in accordance with the proportion of contractual work time to the regular work time of a full-time employee. However, it may not be extended by more than three months.

5. In the event of proxies in which an employee predominately performs a task from a higher wage bracket for a period exceeding one month, said employee shall receive the corresponding higher remuneration for the period of the proxy. However, this does not entitle the employee to be allocated to a higher wage bracket.
6. With regards to the task and position descriptions including examples specified in the wage brackets which require successful completion of an internal qualification procedure, the employer shall ensure that the entry prerequisites for internal qualification procedures are transparent by means of defined requirement profiles. Employees who match the respective requirement profile and apply for entry to commensurate qualification procedures shall be granted entry to said procedures in consideration of operational as well as economic interests. The employer shall

objectively substantiate the rejection of an application for entry to an internal qualification procedure at the employee's request.

7. Wages are classified in wage brackets 1 through 12 based on the task and position descriptions specified there together with the examples cited therein:

Wage bracket 1

1a) Simple tasks requiring no prior skills, in particular:

- Employee in rotation system in the first 6 months
- Storage and warehouse work
- Laundry work
- Outdoor cleaning and maintenance
- Table clearer
- Dish washer
- Stock filler

1b) Simple tasks requiring first skills, in particular

- Employee in rotation system after 6 months

Wage bracket 2

Tasks requiring knowledge or skills which necessitate a training period, in particular:

- Employee in rotation system after 12 months
- Simple administrative tasks (sorting work, filing, simple data entry, etc.)
- Intensive and night-time cleaning
- Pizza preparation
- Customer service in the first 12 months of this activity
- Table service staff in full-service operation in the first 12 months of this activity
- Cash register staff in full-service operation
- Storage/warehouse employee with increased requirements

Wage bracket 3

Tasks requiring more advanced knowledge and/or skills exceeding those of wage bracket 2, in particular:

- Employees in rotation system who are able to perform all the tasks in the rotation system during their shift in the restaurant and perform those tasks independently after 36 months
- Customer service after the first 12 months of this activity
- Administrative tasks beyond the simple tasks of wage bracket 2
- Pizza preparation with increased requirements

- Employee with supervisory power in subsectors of the rotation system without managerial authority after successful completion of an internal qualification procedure (such as crew trainer, production leader, cash register supervisor, team & champs partner)
- Table service personnel in full-service operation after 12 months of this activity

Wage bracket 4

Tasks requiring more advanced knowledge and/or skills exceeding those of wage bracket 3, in particular:

- Employees with supervisory power in subsectors of the rotation system without managerial authority who partially perform shift management tasks upon instruction in support of the shift management after successful completion of an internal qualification procedure (such as crew chief)
- Shift manager in the first 12 months of this activity after successful completion of an internal qualification procedure
- Activity in reception and as telephone operator
- Pizza preparation with special requirements

Wage bracket 5

Tasks requiring extensive and/or versatile knowledge and skills which are generally acquired by means of completed vocational training, in particular:

- Shift manager after 12 months of this activity
- Administrative tasks with increased requirements
- Secretary and team assistant
- Cafeteria administrator
- Trainee in operational training for the position of restaurant assistant

Wage bracket 6

Tasks requiring in-depth, extensive and versatile knowledge and skills which require a limited degree of independent decision-making to perform, in particular:

- Restaurant assistant in the first 12 months of this activity after successful completion of an internal qualification procedure
- Clerk in fields such as accounting, electronic data processing, human resources, construction and real estate department and procurement
- Secretary and team assistant with increased requirements

Wage bracket 7

Tasks requiring extensive knowledge and skills which predominately require independent decision-making and responsibility to perform, in particular:

- Restaurant assistant after 12 months of this activity
- Secretary with special requirements

- Clerk in fields such as accounting, electronic data processing, human resources, construction and real estate department and procurement with increased requirements

Wage bracket 8

Tasks which place special requirements on specialised abilities and/or are associated with increased responsibility, in particular:

- First restaurant assistant after successful completion of an internal qualification procedure
- Administrative assistant
- Group manager in administration

Wage bracket 9

Tasks requiring knowledge of overall business relations with a degree of difficulty and responsibility exceeding that of wage bracket 8*, in particular:

- Restaurant manager in the first three years of this activity after successful completion of an internal qualification procedure
- Administrative assistant with increased requirements
- Group manager in administration with increased requirements

Wage bracket 10

Tasks requiring knowledge of overall business relations with a degree of difficulty and responsibility exceeding that of wage bracket 9*, in particular:

- Restaurant manager after three years of this activity
- Administrative assistant with special requirements
- Group manager in administration with special requirements
- Division manager in administration

Wage bracket 11

Activities with operative and merchandise logistics as well as human resources management tasks with a high degree of difficulty and responsibility*, in particular:

- Restaurant manager with considerably expanded range of duty which clearly exceeds the requirements and the area of responsibility of a restaurant manager in wage brackets 9 and 10
- Executive manager above the level of restaurant manager
- District manager
- Executive manager in administration

Wage bracket 12

Activities with operative and merchandise logistics as well as human resources management tasks with a high degree of difficulty and responsibility exceeding that of wage bracket 11^{*}, in particular:

- Executive manager above the level of district manager
- Executive manager in administration with increased requirements

Article 3 Remuneration

1. Remuneration for employees as well as apprentices is based on the following regulations and remuneration tables:

Effective from 1st December 2011

Wage Bracket (WB)	Gross hourly wage in €		Gross monthly wage in €	
	West	East	West	East
WB 1a ³	7,50	6,85	1268	1158
WB 1b	7,65	6,95	1293	1175
WB 2	7,88	7,13	1332	1205
WB 3	8,32	7,54	1406	1274
WB 4	9,17	8,06	1550	1362
WB 5	10,45	9,27	1766	1567
WB 6	11,65	10,22	1969	1727
WB 7	12,36	10,85	2089	1834
WB 8	13,05	11,45	2205	1935
WB 9	14,15	12,48	2391	2109
WB 10	15,39	13,58	2601	2295
WB 11	16,67	14,68	2817	2481
WB 12	18,03	15,91	3047	2689
Trainee 1st Year			670	600
Trainee 2nd Year			750	670
Trainee 3rd Year			830	730

^{*} If not a managerial employee in the sense of Section 5 Para. 3 of the Works Constitution Act, board of directors members, managing directors and other legal representatives.

³ Employees who have already been employed in the rotation system and in WB 1 before 1/12/11 are assigned to WB 1 b from 1/12/11 onwards – after twelve month of staff membership employees are reassigned into WB 2 (for part-time employees under consideration of article 2, number 4, Para.2)

Effective from 1st June 2013

Wage Bracket (WB)	Gross hourly wage in €		Gross monthly wage in €	
	West	East	West	East
WB 1a	7,71	7,06	1303	1193
WB 1b	7,86	7,16	1328	1210
WB 2	8,10	7,35	1369	1242
WB 3	8,55	7,77	1445	1313
WB 4	9,43	8,32	1594	1406
WB 5	10,74	9,56	1815	1616
WB 6	11,98	10,55	2025	1783
WB 7	12,71	11,20	2148	1893
WB 8	13,42	11,82	2268	1998
WB 9	14,55	12,88	2459	2177
WB 10	15,82	14,01	2674	2368
WB 11	17,14	15,15	2897	2560
WB 12	18,53	16,41	3132	2773
Trainee 1st Year			680	610
Trainee 2nd Year			760	680
Trainee 3rd Year			840	740

2. Delivery drivers in the wage area West receive € 7,00 per hour and in the wage area East € 6,50 per hour.
3. The East gross wages apply to the federal states of Thuringia, Mecklenburg-Vorpommern, Saxony, Saxony-Anhalt and Brandenburg (wage area East).
The West gross wages apply to the federal states of Baden-Württemberg, Bavaria, Bremen, Hamburg, Hesse, Lower Saxony, North Rhine-Westphalia, Rhineland-Palatinate, Saarland, Schleswig-Holstein and Berlin (wage area West).
4. The two contract parties aim to achieve a wage balance between the wage areas east and west. The goal is to adjust the level of compensation, under simultaneous consideration of the macroeconomic developments and the cost-turnover development of the member enterprises of the BdS in the wage area east.
5. If agreed upon, the employer may offset wage components above the general pay scale with the pay scale wage increase. This may also be done retroactively if the pay scale wage is retroactively increased. This also applies in the event of a higher classification.

Article 4 Reference values of the wage tables

The gross monthly wages established in the tables of Article 3 are based on full-time employment. The scope of full-time employment is based on the number of hours in the regular work schedule established in Article 4 Number 1 of the framework agreement on employment conditions.

With part-time employees, the gross monthly wage is determined according to the gross hourly wage established in the tables of Article 3 and the contractual work hours.

Article 5 Preclusion 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 6 Final provisions

1. Period of validity and entry into legal effect

This wage agreement enters into legal effect on December 1st 2011. It may be terminated for the first time on November 30th 2014, with a period of notice of three months. With the notice of termination the two contract parties commit themselves to resume negotiations, so they can place a new collective wage agreement without delay.

In case the reduced purchase tax of 7% for delivered food (external sale) is increased or in case the value-added tax (19%) is reduced, a special right of termination comes into effect for both parties. A termination can be declared within an appropriate time- (one week before the end of the month).

2. Vested rights

No reduction in the gross wage may take place through the entry into legal effect of this wage agreement and as result of its application. This applies only to the employment conditions already existing at the time this wage agreement enters into legal effect.

3. 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.

4. Replacement of previous wage agreements

With this collective wage agreement coming into effect previous wage agreements are replaced.

For the BdS:

For the Gewerkschaft NGG:

Munich, dated

Hamburg, dated

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