COLLECTIVE BARGAINING AGREEMENT
for the Employees of the Austrian Petroleum Industry

as amended on 1 February 2015

Association of the Austrian Petroleum Industry (APIA)

This text is a convenience translation from the German.
In cases of doubts or disputes the official German version shall apply.

Section 1: Parties to the Collective Bargaining Agreement

This Collective Bargaining Agreement is made and entered into by and between the **Fachverband der Mineralölindustrie Österreich** (Austrian Petroleum Industry Association) on the one hand and **Österreichischer Gewerkschaftsbund** (Austrian Trade Union Federation), **Gewerkschaft der Privatangestellten, Druck, Journalismus, Papier** (Union of Salaried Private Sector Employees, Graphical Workers and Journalists) and **Gewerkschaft PRO-GE** (Production Workers Union) on the other hand.

Section 2: Scope

1. Territorial scope

The Collective Bargaining Agreement shall apply to all federal states of the Republic of Austria.

2. Sectoral scope

2.1 The Collective Bargaining Agreement shall apply to all enterprises that are members of Fachverband der Mineralölindustrie Österreichs, specifically:

a) enterprises active in oil and natural gas production,
b) enterprises active in oil processing, including those subsidiaries of non-national oil producers that have their crude processed,
c) enterprises active in oil processing, including those subsidiaries of non-national oil producers that internationally optimise the procurement of crude or (semi) finished products and provide the infrastructure, logistics or technical facilities, plants or consumables required to sell and/or store such products,
d) auxiliary operations of the oil industry, including, without limitation, enterprises carrying out geophysical exploration, and
e) subsidiaries of the enterprises listed in a) to d) above to the extent listed in Schedule 1, and their legal successors within the group.

2.2 The Collective Bargaining Agreement shall further apply to such parts of enterprises listed in Item 2.1 above which became legally independent after 1 April 2003, for as long as they maintain an association with the enterprises referred to in Item 2.1 above.

3. Personal scope

The Collective Bargaining Agreement shall apply to all employees (blue- and white-collar workers) to the extent that they are subject to paying a contribution to the Chamber of Labour, and to apprentices.

The Collective Bargaining Agreement shall not apply to holiday interns. Holiday interns shall be students who are temporarily employed for the purpose of vocational (technical, commercial or administrative) (preliminary) training in accordance with the public university curriculum. Compensation for such holiday interns shall be defined with the participation of the works council.
The Collective Bargaining Agreement shall, moreover, not apply to persons who are employed for the purpose of being occupationally trained within the above meaning, provided that such circumstance has been expressly specified upon their entry and they are not employed for more than six months (e.g. before starting on a university study course, between completing a Bachelor study course and starting on a Master study course, or between completing a Master study course and starting on a PhD study course). Their compensation shall be regulated and their number determined with the participation of the works council.

4. Temporary agency workers

Section 10 Arbeitskräfteüberlassungsgesetz (AÜG; Act Governing Temporary Agency Work) including relevant collective bargaining regulations shall apply provided that:
– the hiring out before 1 April 2003,
– the hiring out as of 1 April 2003 (for blue-collar workers as of 1 July 2003),
– the hiring out as of 1 July 2007
shall be considered equal to the commencement of an employment relationship as of the respective date.

5. Term

The Collective Bargaining Agreement shall enter into force on **1 February 2015** and shall supersede all previous collective bargaining agreements, especially the collective bargaining agreements for the white-collar workers (salaried employees) of the petroleum industry, the blue-collar workers (wage-earning employees) of the oil and natural gas producing industry and the blue-collar workers of the oil processing industry in Austria.
The Collective Bargaining Agreement may be terminated by either party by registered letter subject to three-months notice as of the last day of any month.

Section 3: Commencement and Termination of Employment

1. Trial period

A one month trial period may be agreed as a maximum, and either party shall be entitled to terminate such employment relationship at any time.

2. Termination of employment relationship

2.1 Period and date of notice

Upon expiry of the trial period the employment relationship may be terminated subject to the statutory provisions and upon observance of the provisions set forth below. If no arrangement has been made that is more beneficial for the employee, the employee may terminate the employment relationship on the last day of any calendar month – subject to one month's notice. This period of notice may be extended for up to six months by individual agreement; however, the notice period to be observed by the employer shall not be shorter than the termination period agreed with the employee.

The employer may terminate the employment relationship, subject to the statutory provisions and upon observance of the periods set forth below, on the last day of a calendar month by a notice of termination ("Kündigung"):

Periods of termination depending on years of uninterrupted employment with the employer:

up to 2 years	6 weeks,
more than 2 years	2 months,
more than 5 years	3 months,
more than 15 years	4 months,
more than 25 years	5 months.

Employees who are governed by the Angestelltengesetz (AngG; Act Governing White-Collar Workers) and who entered employment prior to 1 April 2003 shall be governed by the following provision:
If no agreement within the meaning of the last half-sentence of Para 3 of Section 20 AngG has been made, the employment relationship may be terminated by the employer only as of expiry of a calendar quarter.

2.2 Waiver of performance
If the employer waives performance of the employee during the period of notice, such waiver shall not reduce the employee's remuneration.

2.3 Entitlement to time off when notice is given by the employer and time lapse
If the employment relationship is terminated by notice by the employer and time lapse, the employee (except when his/her performance is waived) shall be entitled during the (fictitious) period of notice to claim at least one free working day per working week, but not less than 8 (eight) hours, while remuneration continues to be paid. This shall be calculated analogously to Item 2 of Section 14 below. Termination upon the employee's retirement shall be governed by Paras 2 and 3 of Section 22 AngG and Paras 2 and 3 of Section 1160 Allgemeines bürgerliches Gesetzbuch (ABGB; Austrian Civil Code).
In the case of shift work, these provisions shall apply *mutatis mutandis*. The day on which such time off shall be consumed shall be agreed between the parties. If no agreement can be reached the last 8 (eight) hours of the working week shall be free.

3. Obligation to keep apprentices after completion of their apprenticeship

Upon proper completion of the apprenticeship period, apprentices shall continue to be employed for 6 (six) months; if this period of extension does not end on the last day of a calendar month, it shall be extended to such last day. If the employer does not wish to continue the employment relationship beyond such period of extension, the employer shall terminate it at six-months' notice at the end of the period of extension as defined in the previous sentence.

4. Notification in the case of employment relationships of limited duration

If the employee, in the course of an employment relationship of limited duration, fails to notify that s/he does not wish to continue the employment relationship beyond the limited duration, or if no clarity is achieved in advance that an extension of the employment relationship of limited duration is not intended, the intent not to continue an employment relationship limited by an expiry period and continuing for more than two months (including a trial month, if any) shall be notified to the employee not later than 2 (two) weeks before expiry of the period. If no such notification is given or is given too late the remuneration due for 3 (three) days shall be paid beyond the employment relationship terminated by expiry of the period, in compensation for the time off not consumed (at the occasion of the termination of an employment relationship).

5. Payment of wages/salary in the case of death

If the employment relationship is dissolved by the death of the employee, the wages/salary for the month in which such death occurred and the following month shall be paid when the employment relationship had been existent for more than 1 (one) year. If the employment relationship had been existent for more than 5 (five) years at the time of death, the wages/salary shall be paid for the month in which such death occurred and the following two months.
If the employee, at the time of his/her death, had no or only a limited claim for remuneration, then the full amount of the wages/salary as defined in the previous paragraph shall be paid as of the day of his/her death.
For the period of continued payment of wages/salary, the pro rata shares of the 13th (thirteenth) and 14th (fourteenth) monthly payments due shall be similarly due and payable.
Entitlement to such claims shall be due to the legal heirs who the deceased had been legally obliged to maintain. The eligible heirs of employees whose employment relationship had been commenced up to and including 31 December 2002 shall have the choice of either continued payment of wages/salary or a severance payment which may be due under Para 6 of Section 23 AngG combined with the Arbeiter-Abfertigungsgesetz (ArbAbfG; Act Governing Severance Pay for Blue-collar Workers) or Item 6 of Section 3 of this Collective Bargaining Agreement.

6. Severance pay

6.1 Severance pay if the employee claims early retirement after long insurance periods pursuant to Section 253 Allgemeines Sozialversicherungsgesetz (ASVG; General Social Insurance Act)

Further to the provisions of the AngG, employees shall be entitled to severance pay also in those cases where men having completed the 65th (sixty-fifth) year of their life and women having completed the 60th (sixtieth) year of their life, or upon claiming early retirement after long insurance periods pursuant to Section 253b ASVG or Article X Nachtschwerarbeits-gesetz (NSchG; Act Governing Heavy Work at Night) will themselves give notice. In such cases, Para 1 of Section 23a AngG combined with ArbAbfG shall apply *mutatis mutandis* with the following additions.
The employee shall be entitled to severance pay provided that s/he gives notice subject to such notice period and notice date as the employee would have to observe on the basis of his/her employment contract or, if no agreement has been made, Para 2 of Section 20 AngG or Item 2.1 of Section 3 of this Collective Bargaining Agreement, and provided that such employee has been employed without any interruption by the enterprise for at least 5 (five) years (Section 4) prior to termination of the employment relationship. In calculating such 5 (five) year period, any periods of employment with the same employer as a blue-collar worker prior to employment as a white-collar worker shall be included.

6.2 Severance pay in the event of death

If the legal heirs whose maintenance was a legal obligation of the deceased include minors who had not yet completed their 18th (eighteenth) year of life at the date of the employee's decease, the entitlement under Para 6 of Section 23 AngG combined with ArbAbfG increases to the full severance pay. The same shall apply when such heirs, while having completed their 18th (eighteenth) year of life are still in a vocational training relationship and are entitled to family allowance under Item b) of Para 1 of Section 2 Familienlastenaus-gleichsgesetz (Family Burden Equalisation Act). The latter provision shall also apply when the vocational training relationship is interrupted due to a holiday internship and no family allowance is granted during such period.
If the deceased at the date of his/her death leaves a spouse, civil partner within the meaning of the Act Governing Civil Partnerships (EPG) but no minor within the meaning of the above paragraph, the entitlement under Para 6 of Section 23 AngG combined with ArbAbfG to half

the severance pay increases to the full severance pay. This entitlement shall exist regardless of whether or not the surviving spouse or civil partner within the meaning of EPG was entitled to maintenance pay at the time of the employee's death. A prerequisite, however, shall be that the marriage or civil partnership had continued for 3 (three) years at the time of the employee's death.

6.3 Payment of severance pay

The severance pay shall be paid upon termination of the employment relationship together with the normal wage/salary settlement. If the employer cannot reasonably, on economic grounds, be expected to pay the severance pay in a single instalment, payment may be made pursuant to Para 4 of Section 23 AngG combined with ArbAbfG.

6.4 Crediting of other benefits

For the period corresponding to the duration of severance pay, other benefits such as pension grants, company pensions and similar allowances which would otherwise be paid by the employer or a beneficiary institution maintained by the employer (such as a pension fund) shall be suspended.

6.5 Calculation of severance pay for the transition from full- to part-time employment

If, within ten years (provided that the employment relationship was established before or on 30 June 2002 and the Betriebliches Mitarbeitervorsorgegesetz (BMVG; Act Governing Employee Retirement and Severance Pay Provision) is not applicable) prior to termination of the employment relationship, part-time employment rather than full-time employment is agreed with the employee, the remuneration from full-time employment shall be considered along the following lines in calculating the severance pay: First determine the number of months eligible for severance pay based on the employee's overall employment period. Next calculate the *pro rata* share of part- and full-time employment within the scope of the entire employment relationship. Apportion the number of monthly remunerations in line with the ratio thus determined. Using this apportionment, determine the severance pay shares broken down by the monthly calculation base for full- and part-time employment and calculate the overall severance pay.

In order to calculate the assessment base for full-time employment, the last monthly remuneration for part-time employment shall be revalued appropriately (actual hours worked per week as a ratio of normal working hours upon termination of the employment relationship). The monthly remuneration thus revalued shall be reduced by the rise in the monthly wage/salary granted in connection with and founded through the change to part-time employment. If works agreements or, if no works council has been established, individual agreements have been concluded other equivalent regulations may be agreed regarding the accounting for full-time employment.

If any law regulating severance pay on the change from full- to part-time employment should be passed, negotiations shall be held on amending this Collective Bargaining Agreement.

These provisions shall apply *mutatis mutandis* for those cases where a reduction in part-time employment is agreed.

Shorter normal working hours than those under the Collective Bargaining Agreement shall not be considered as part-time when they apply to the entire operation or parts of the operation and do not substantially deviate from the normal operational working hours.

6.6 Changeover to the "New Severance Pay" scheme

If the employer and employee agree on a changeover from the severance pay regulation of the AngG/ArbAbfG to that set out in the BMVG, the employee shall be entitled to rescind, without stating any reasons, such agreement within one month of signing the changeover agreement. This shall not apply if the wording of the changeover agreement has been determined by a works agreement pursuant to Item 26 of Para 1 of Section 97

Arbeitsverfassungsgesetz (ArbVG; Industrial Relations Act) (defining the framework for changeover to the severance pay regulations of the BMVG).

Section 4: Length of Service With the Enterprise and Parental Leave Spells

1. Length of service with the enterprise

The length of service shall be calculated by adding all periods of employment with the same enterprise which are not interrupted by more than 60 (sixty) days at a spell. This provision shall not apply to cases where the employment relationship was terminated due to the employee's fault.

2. Crediting of parental leave spells

Parental leave spells during an employment relationship within the meaning of the Mutterschutzgesetz (MSchG; Act Governing Protection of Expectant and Nursing Mothers), Eltern-Karenzurlaubsgesetz (EKUK; Parental Leave Act) or Väter-Karenzgesetz (VKG; Act Governing Paternal Leave) which have commenced prior to 1 February 2013 shall be credited for a maximum of altogether 22 (twenty-two) months in calculating the period of notice, the duration of eligibility for sickness benefit, the sickness benefit supplement, the holiday leave, anniversary bonus, in calculating the amount of severance pay and for the five (5) year employment period for parents quitting within the meaning of Section 23a AngG combined with Section 2 ArbAbfG.

Regarding the crediting of parental leave spells commenced on or after 1 February 2013, the following shall apply:
Parental leave spells during an employment relationship within the meaning of the MSchG, EKUG or VKG shall be credited for a maximum of altogether 32 (thirty-two) months in calculating the period of notice, the duration of eligibility for sickness benefit, the sickness benefit supplement, the holiday leave, anniversary bonus, in calculating the amount of severance pay and for the 5 (five) year employment period for parents quitting within the meaning of Section 23a AngG combined with Section 2 ArbbfG.

Parental leave spells commenced prior to 1 February 2013 and parental leave spells commenced later shall be credited altogether for a maximum of 32 (thirty-two) months.

3. Where parental leave has been claimed up to, at most, the child's second birthday, the employer shall inform, in writing, the parent on parental leave during the 6th (sixth) or 5th (fifth) month prior to the end of such parental leave, to the address last notified, at which date the parental leave ends.
If no such notification is given and if the parent has not quitted pursuant to Para 3 or Para 4 of Section 23a AngG combined with Section 2 ArbAbfG, the employee may return to work up to four weeks after such notification as defined above is subsequently given (not later than upon expiry of the entitlement to child-care benefit) or quit within two weeks of such notification; in this case the employee is entitled to severance pay pursuant to Para 3 and Para 4 of Section 23a AngG combined with Section 2 ArbAbfG, except when the BMVG applies.
Nonperformance between the expiry of the statutory parental leave period and the return to work within the meaning of the above provision shall not be deemed a breach of duty. The employee shall not be entitled to any protection against dismissal beyond that provided by law.
This regulation shall apply to parental leave spells terminating after 31 August 2004.

Section 5: Working Hours

1. Normal weekly working hours

The normal weekly working hours, excluding breaks, shall be 38 (thirty-eight) hours, which for apprentices shall include the time required for attending vocational school.

1.1 Work on Saturdays

In the case of a five-day working week, Saturday shall be no working day in operations or departments with no shift work.

1.2 Weekly working hours for youths

Under Para 2 of Section 11 Kinder- und Jugendlichen-Beschäftigungsgesetz (KJBG; Employment of Children and Youths Act), the weekly working hours of youths may be spread across working days in derogation of the provisions of Para 1 of Section 11 of the said Act regulating the daily working hours of youths. However, working hours per day shall not exceed 9 (nine) hours.

1.3 Weekly working hours for fully continuous shift work

The weekly working hours for fully continuous shift work shall be 36 (thirty-six) hours on average.
The weekly working hours for partly continuous shift work shall be 36 (thirty-six) hours on average provided that such shift work has been actually and permanently (for more than 24 (twenty-four) weeks) established by way of shift schedules. The shift schedule must include at least 6 (six) monthly night shifts extending beyond midnight throughout the wage/salary payment period.
Within the scope of the shift schedule, the individual worker must be concretely assigned to serving at least 5 (five) night shifts (regardless of whether continuous or not) within the wage/salary payment period.
Employees who have completed their 55th (fifty-fifth) year and perform shift work within the above meaning shall be entitled to one paid free shift within one calendar year. Whenever possible this paid free shift should be identical with a shift to build up credit time so as to ensure a longer period of recreation.
Such a shift must not be a Sunday or public holiday shift.

2. Daily working hours

Normal daily working hours and any changes thereto shall be determined by agreement with the works council with due regard of operational requirements and the provisions of the law.
Provided that the total weekly working hours are spread evenly across 4 (four) days, normal daily working hours may be extended to, at most, 10 (ten) hours by way of a works agreement or, in enterprises with no works council, by individual agreements. Public holidays may not be used as non-working days.

3. Working hours for multi-shift or continuous work

In the case of continuous or multi-shift work, the normal weekly working hours may be extended to, at most, 56 (fifty-six) hours within the scope of a shift schedule. The shift schedule shall be drawn up so that within a given shift turn average weekly working hours will not exceed 38 (thirty-eight) hours (36 (thirty-six) hours in the case of fully continuous work). Within 2 (two) consecutive weeks, the normal working hours shall not exceed 96 (ninety-six) hours. External to this shift schedule, an extension of these working hours may

be agreed in the event of an extraordinary workload by agreement with the works council or, in enterprises without a works council, upon the affected employee's consent.

3.1 Swing workers for shift work

In the case of continuous work, swing workers shall be used to ensure that each employee on shift work will consume the time off due to him/her. For Sunday work a free day shall be due in compensation each week. At least one Sunday per month shall remain free of work.

4. Calculation period for single-shift operation

If required by an enterprise on a single-shift schedule, the normal weekly working hours may be set, by a works agreement, at a bandwidth of 36 (thirty-six) to 40 (forty) hours and distributed over a calculation period of 13 (thirteen) weeks at most so that the weekly average does not exceed 38 (thirty-eight) hours. This calculation period may be extended to, at most, 26 (twenty-six) weeks by a works agreement which shall require the consent of the parties under the Collective Bargaining Agreement. Employees may work less than the normal 36 (thirty-six) hours a week if such shorter hours serve as adjustment in the form of whole days.
If adjustment is not possible for reasons beyond the employee's control, the applicable overtime allowance shall be paid for any hours worked beyond 38 (thirty-eight) hours upon expiry of the agreed period of time.
In the case of adjustment in the form of whole days, the applicable overtime allowance shall be paid for any work rendered on such days. The same shall apply if the employment relationship is terminated before the adjustment is consumed.

4a. Authorisation under the Collective Bargaining Agreement for a different distribution of normal working hours in working hour models

In order to build up longer periods of consecutive time off a longer calculation period may be agreed for the distribution of normal working hours within the scope of working hour models by way of a works agreement or, in enterprises with no works council, by individual agreements. The details shall be specified in the works agreement or individual agreement.

5. Building up credit hours in connection with public holidays

5.1 In connection with public holidays, working hours may be shifted as provided in Section 4 Arbeitszeitgesetz (AZG; Working Time Act) by a works agreement or, in enterprises with fewer than 5 (five) employees, by agreement with such employees.
A credit period of not more than 52 (fifty-two) weeks may be agreed by a works agreement provided that the working hours to be credited are, as a rule, distributed equally among the weeks of the credit period.

5.2 If the employment relationship is terminated before the employee consumes such credited time (time off), the applicable overtime pay shall be due for such non-consumed time. No entitlement to overtime allowance shall be due when the employment relationship is terminated due to unjustified premature quitting by the employee or dismissal with fault.

6. Working hours for regular stand-by duty

Employees covered by this Item whose employment relationship commenced prior to 1 April 2003 and who worked/work in the oil and natural gas producing industry before and after 1 April 2003, shall be due, after the 38th (thirty-eighth) or 36th (thirty-sixth) hour until the 48th (forty-eighth) hour, an allowance of 30% (thirty percent) in addition to the pay for normal hours.

6.1 For day and night guards, day and night porters and works-employed fire fighters the normal weekly working hours may be extended to, at most, 60 (sixty) hours; the normal daily working hours to, at most, 12 (twelve) hours, provided that such working hours include many hours of stand-by duty on a regular basis.
Any working hours beyond the normal working hours up to and including the 48th (forty-eighth) working hour shall be remunerated, in addition to the monthly wage/salary, by the normal hourly wage/salary; as of the 49th (forty-ninth) working hour overtime pay shall be due.

6.2 Drivers (chauffeurs) and co-drivers of motor vehicles may be on duty for up to 14 (fourteen) hours a day and up to 60 (sixty) hours a week provided such time includes many hours of stand-by duty on a regular basis (Para 3 of Section 16 and Para 1 of Section 5 AZG).
If two drivers are in the vehicle, they may be on duty up to 17 (seventeen) hours a day and up to 60 (sixty) hours a week.
Any working hours beyond the normal working hours up to and including the 48th (forty-eighth) hour of work shall be remunerated, in addition to the monthly wage/salary, by the normal hourly wage/salary; as of the 49th (forty-ninth) working hour overtime pay shall be due. Working hours on Sundays, public holidays and at night (8 pm to 6 am) shall also be deemed overtime.
The break from driving due to drivers of motor vehicles (tractor-trailers) of a maximum permissible weight of more than 20 metric tons shall be one hour, and it may be substituted by 2 (two) breaks of at least 30 minutes each.

6.3 Notwithstanding the overtime permissible under Para 1 of Section 7 AZG and Section 13b AZG, overtime service by drivers (chauffeurs) and co-drivers may be extended to, at most, 10 (ten) further hours per week (Para 2 of Section 7 AZG). The employee must not be obliged to serve more than 10 (ten) hours of overtime per week.

7. On-call duty

On-call duty shall require works agreements. Existing in-house regulations shall remain valid until a works agreement has been signed.

8. Working hours on December 24 and 31

December 24 and 31 shall be free of work in their entirety without any deduction from wages/salaries.
Employees who need to work on December 24 and 31 shall be due an allowance of 100% (hundred percent) for every hour worked during the normal working hours (excluding basic remuneration).
Overtime worked on December 24 and 31 shall be paid by the basic remuneration plus an allowance of 100% (hundred percent). Overtime on these two days shall be deemed to be those working hours that exceed the normal working hours agreed for the relevant weekday.

Section 5a: Night Work

1. Night work shall be permissible only when a written arrangement entered into voluntarily (“Dienstzettel”) has been made.
If an employee rejects such an arrangement the employment relationship may not be terminated on such grounds; prima facie evidence shall suffice. Inadmissible termination shall not apply if there is a greater likelihood for a motif furnished as prima facie evidence by the employer.

The employer may not plead ignorance of the rejection. The inadmissibility of termination may be asserted only in court and only within 2 (two) weeks or promptly upon cessation of an unforeseen or unavoidable ground for prevention.

2. To the extent possible within the enterprise, the employer shall be obliged to employ employees, upon their request, on a suitable daytime work place for the duration of any of the following grounds for prevention:

– if, according to a physician's finding, continued night work endangers the employee's health[*]);
– if care of a child below the age of 12 (twelve) and living in the employee's household is not ensured during such employee's night work and for at least 8 (eight) hours during the day;
– of if the employee cares for a near relative (Section 16 Urlaubsgesetz (UrlG; Holiday Act)) of care level 3 and upwards.

The two latter grounds may not be pleaded if another person lives in the same household who is able to render the requisite care duties.
Other equivalent grounds may be regulated by a works agreement.
Circumstances already prevailing at the time the agreement is entered may not be pleaded.
If a transfer to another suitable daytime work place is not possible for operational reasons or if it is not carried out within 2 (two) weeks, the employee shall be entitled to prematurely quit his/her employment.

3. In scheduling night work, the employer shall consider to the extent possible the needs of employees attending or intending to attend a vocational training institution or school.

4. If a daytime work place becomes available in the enterprise, it shall be notified internally. Employees who work at night and who are able to carry out such work – possibly upon reasonable retraining – shall be given precedence.

5. Employers shall ensure that employees who are or should be working at night will, upon their own request, be able to get a medical examination prior to starting on or continuing in such work within the meaning of Section 12b AZG, Federal Law Gazette I/122/2002. The employer shall reimburse the employee for any cost thus incurred. The time required for such examination shall be deducted from the working hours.

6. In addition to the cases covered in Item 6a of Para 1 of Section 97 ArbVG (heavy night work), works agreements may be signed on measures to compensate for or reduce the burden imposed of employees by night work.

Section 6: Overtime, Work on Sundays and Public Holidays

1. Definition

Overtime shall be any working time ordered by the employer outside the daily working hours agreed within the scope of the applicable normal weekly working hours. In the case of shift work, overtime shall be any working time ordered by the employer outside the daily shift working hours (as per shift schedule[*]).

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[*] *The parties to the Collective Bargaining Agreement agree that the evaluation shall be an evaluation by a medical specialist knowledgeable regarding the relevant health risk.*

[*] In partly continuous shift work, overtime for the 37th (thirty-seventh) and 38th (thirty-eighth) hours shall apply only when the individual prerequisites of Item 1.3 of Section 5 have been met.

2. Break

If overtime work commences directly after normal working hours, a 10 (ten) minute break shall be kept which shall be counted as part of the working hours.

3. Information to the works council

The works council shall be notified in advance of any overtime work to be rendered, except when it involves overtime rendered by individual employees.

4. Overtime in unforeseeable cases

Even when employees have undertaken to generally render overtime work, overtime for the same day may be ordered only in the event of unforeseeable cases.

5. Work on Sundays and public holidays

In the case of continuous work, Sunday shall be deemed to be a workday and the work-free day due as a substitute (substitute day of rest) shall be deemed to be a Sunday, except where existing arrangements provide for another regulation. If a workday which serves as a Sunday happens to be a public holiday, any work rendered on such day shall be remunerated by the holiday pay provided in the Collective Bargaining Agreement. For working hours rendered on work-free workdays, an allowance of 100% shall be due, but only when such work-free day acts as a substitute for a Sunday.

6. Overtime allowances

6.1 Overtime work ordered by the employer shall be remunerated by the basic pay and an allowance. Part-time workers shall be deemed to be on overtime only after they have exceeded the daily working hours specified for full-time workers. As a rule, the allowance shall be 50% (fifty percent); overtime rendered between 8 pm and 6 am shall be remunerated by an allowance of 100% (hundred percent). Any overtime to be remunerated by an allowance of 100% (hundred percent) shall not be reduced by lump-sum remuneration agreements (all-in agreements, overtime lump-sum payments), with the exception of travel and driving times (Sections 21 f).

6.2 If, in the case of multi-shift work, overtime is rendered subsequently to the night shift, an allowance of 100% (hundred percent) shall be due even if such overtime does not fall after 8 pm. Remuneration for such overtime shall not be reduced by lump-sum remuneration agreements (all-in agreements, overtime lump-sum payments), with the except of travel and driving times (Sections 21 f).

6.3 In the case of a five-day working week, the first 2 (two) hours of overtime rendered on a Saturday or Sunday which is normally a work-free day shall be remunerated by an allowance of 50% (fifty percent), the 3rd (third) and any further hours of overtime shall be remunerated by an allowance of 100% (hundred percent). Any overtime to be remunerated by an allowance of 100% (hundred percent) shall not be reduced by lump-sum remuneration agreements (all-in agreements, overtime lump-sum payments), with the exception of travel and driving times (Sections 21 f).

6.4 If an employee after leaving the premises is recalled in order to put in overtime work, an allowance of 100% (hundred percent) shall always be due. For the required to-and fro travel time the employee shall furthermore be remunerated with the normal basic pay pursuant to Item 6.6 below without any allowance; the employee shall furthermore be entitled to a refund of the travel expenses. No “recall” shall be deemed to take place when the employee is notified one day in advance that s/he has to stay in for overtime work on the next day.

6.5 Overtime rendered on public holidays shall be remunerated by the basic pay as per Item 6.6 below and an allowance of 200% (two hundred percent). Overtime rendered on public holidays shall be deemed to be such working time as exceeds the normal working hours specified for the relevant weekday. Remuneration for such overtime shall not be reduced by lump-sum remuneration agreements (all-in agreements, overtime lump-sum payments), with the exception of travel and driving times (Sections 21 f).

6.6 The basic pay for overtime and overtime allowances shall be calculated – in derogation of 1/165th (a one hundred sixty-fifth part) or 1/156th (a one hundred fifty-sixth part) as set forth in the second sentence of Item 1 of Section 13 below – on the basis of 1/142nd (a one hundred forty-second part) for a 38 (thirty-eight) hour week and 1/134th (a one hundred thirty-fourth part) for a 36 (thirty-six) hour week, each of the monthly wage or salary, for 1 (one) working hour. Otherwise Section 10 AZG shall apply. In the case of lump-sum remuneration agreements (all-in agreements), the calculation basis (definition of remuneration within the meaning of Section 10 AZG) for overtime remunerated by an allowance of more than 50% (fifty percent) as per 6.1, 6.2, 6.3 and 6.5 above shall be specified in a works agreement (or an individual agreement in operations that do not have a works council) in derogation of Item 6.6.

6.7 The above shall be deemed to take into account any special payments under the Collective Bargaining Agreement beyond 12 (twelve) monthly wages/salaries in calculating the basic pay for overtime and overtime allowances.

7. Allowance for Sunday work

For any work rendered on a Sunday, an allowance of 100% (hundred percent) of the basic pay shall be due in addition to the remuneration for such work. The basic pay shall be calculated – in derogation of 1/165th (a one hundred sixty-fifth part) or 1/156th (a one hundred fifty-sixth part) as set forth in the second sentence of Item 1 of Section 13 below – on the basis of 1/142nd (a one hundred forty-second part) for a 38 (thirty-eight) hour week and 1/134th (a one hundred thirty-fourth part) for a 36 (thirty-six) hour week, each of the monthly wage or salary, for 1 (one) working hour.

8. Allowance for work on public holidays

For any work rendered on a public holiday, an allowance of 100% (hundred percent) of the basic pay shall be due. The basic pay shall be calculated – in derogation of 1/165th (a one hundred sixty-fifth part) or 1/156th (a one hundred fifty-sixth part) as set forth in the second sentence of Item 1 of Section 13 below – on the basis of 1/142nd (a one hundred forty-second part) for a 38 (thirty-eight) hour week and 1/134th (a one hundred thirty-fourth part) for a 36 (thirty-six) hour week, each of the monthly wage or salary, for 1 (one) working hour.

9. Coincidence of several allowances

If several allowances should coincide, only the highest of such allowances shall be paid. Employees not covered by the AngG shall, however, be due, in addition to the allowance for Sunday work, an overtime allowance of 50% (fifty percent) or 100% (hundred percent) as per Item 6 above if they render overtime work on Sundays.

Section 7: Part-time Scheme for Older Workers

1. If the employer and employee agree to participate in the part-time employment scheme for older workers within the meaning of Section 27 Arbeitslosenversicherungsgesetz (AlVG; Unemployment Insurance Act) or Section 37b Arbeitsmarktservicegesetz (AMSG; Public

Employment Service Act) (both as amended in Federal Law Gazette I no. 101/2000 and 71/2003), the provisions as set forth below shall apply for as long as the said Acts apply to ongoing arrangements for part-time employment of older workers. The provisions as set forth below shall apply only to arrangements concluded on or after 1 December 2000 or if the parties of earlier arrangements on part-time employment for older workers have agreed so up to 31 March 2001 at the latest.

2. The employee shall be entitled, up to the ceiling on insurable earnings pursuant to Section 45 ASVG, to a pay compensation of at least 50% (fifty percent) of the difference between the remuneration due before reduction of the normal working hours (the average of such remuneration if the older worker's part-time employment commences on or after 1 January 2004) (including lump-sum or regularly paid bonus payments, allowances and overtime – in line with the guidelines of the Public Employment Service AMS) and the remuneration corresponding to the reduced working hours.

3. The employer shall pay the social insurance contributions (old-age pension insurance, health insurance, accident insurance and unemployment insurance) in accordance with the contribution base applicable before normal working hours were reduced.

4. The severance pay due upon termination of the employment relationship under Sections 23ff AngG and ArbAbfG shall be calculated on the basis of the working hours prior to reduction. The calculation of the severance pay shall include regular components of the employee's remuneration (such as overtime) to the extent they were paid before working hours were reduced.

5. If the agreement provides for different normal weekly working hours, including, without limitation, combining working hours in blocks, the remuneration for the average working hours shall be paid on a continuous basis.

6. The anniversary bonus, if any, shall be calculated based on the working hours prior to reduction of the normal working hours.

7. The works council shall be informed before an agreement on an older worker's part-time employment is entered.

8. The agreement may provide for different weekly working hours. Specifically, it may be agreed that the employee will continue to work for the number of normal working hours (credit acquisition phase) required to obtain sufficient time credits to allow such employee, by consuming such time credits, not to render any further work until s/he retires (credit consumption phase). In such case the following shall apply:

a) Paid holiday credits arising during the credit acquisition phase may always be consumed before the end of such phase or, if no agreement is reached, immediately before the end of such phase.

b) Any normal working time credit existing upon termination of the employment relationship shall be paid on the basis of the hourly remuneration due at this point in time (without pay compensation), but without calculating the allowance provided for in Section 19e AZG. If the employment relationship is terminated by the employee's death, this remuneration shall be due to his/her heirs.

c) No time credits are acquired for periods of absence for which there is no entitlement to remuneration. Accordingly the credit acquisition phase ends when sufficient credits have been acquired for the credit consumption phase.

d) No bonus paid for extra work pursuant to Para 3a of Section 19d AZG shall be due for hours in excess of the average working hours which have been specified in advance in the agreement.

9. The parties to the Collective Bargaining Agreement recommend the following:

a) Agree an internal regulation regarding supplementary pension schemes which will avoid as much as possible a deterioration in old-age provision.

b) If the hours of part-time employment for older workers are combined in blocks provide for a regulation for paid holidays accruing during the credit consumption phase (e.g. by providing that each week of paid holidays accruing during the credit consumption phase will reduce the credit acquisition phase by the agreed average weekly working hours so that the paid holidays accruing in the credit consumption phase may and will be consumed as due).

c) Agree to a regulation that allows the employee to return to full employment during the term of the agreement for extraordinary personal cause (economic emergency, e.g. for family reasons), to the extent that the employer will not be obliged to pay back any benefits already granted under the part-time employment for older workers scheme and there are no operational reasons against such a course.

Section 8: Work at an External Workplace Involving New Communication Technologies (Teleworking)

1. Subject

The subject of this Section shall be the framework conditions and refunding of expenditure for an external workplace chosen by an employee, including, without limitations, in the employee's home.
This Section shall not apply to workers who as a rule perform their work in the office (internal workplace) and in exceptional cases only work in their "home office" based on a works agreement for not more than 25% of their working hours (except field staff).

2. Definition

An employee shall be deemed to work at an external workplace when s/he operates regular portions of his/her normal working hours at such place.

3. Prerequisites

Employment at external workplaces shall be voluntary both on the employee's and on the employer's part. Participation shall be subject to the following prerequisites:

a) Individual measures at staff level
An external workplace shall be established on the basis of a written agreement between the enterprise and the employee drawn up along the lines of this Collective Bargaining Agreement and any works agreement which may be signed. The rights of the works council to be involved shall be complied with.

b) Employee status
The status under labour law enjoyed by the fully employed employee shall not be changed by the written agreement regarding an external workplace.

4. Existing in-house regulations

Existing in-house regulations shall be applied, wherever possible unchanged or *mutatis mutandis*, to employees working on an external workplace. Existing works agreement covering regulations for employment on external workplaces shall remain valid provided that they are more beneficial for the employees thus affected than is this Collective Bargaining Agreement.

5. Employees' liability

The protective provisions of the Dienstnehmerhaftpflichtgesetz (DNHG; Employee's Liability Act) shall be applied analogously to persons living in the household of the employee working on an external workplace.

6. Working hours

The working hours to be put in shall be the weekly working hours applicable in the enterprise.

7. Distribution of working hours between workplaces

The distribution of working hours between in-house and external workplace shall be agreed in writing.

8. Extra work and overtime

Regardless of the workplace used, any working hours beyond the applicable normal working hours shall be requested in advance by the management in line with enterprise regulations in order to be recognised as such. Requests for extra work and overtime shall include jobs with deadlines where it can be expected that they can be completed only by the use of extra work and/or overtime. Remuneration for such shall be in accordance with existing regulations. The co-determination rights of the works council pursuant to Item 2 of Para 1 of Section 97 ArbVG shall remain unaffected.

9. Travel times

Travel times between in-house and external workplace shall not be deemed to be operationally caused and shall not be considered except when they involve company business which is not based on the distribution between in-house and external workplace and which should be remunerated under applicable company regulations. If an employee is requested during his/her external working hours to come to his/her in-house workplace, his/her working hours shall not be interrupted by such travel.

10. Clocking

The working hours shall be clocked in accordance with company practice.

11. Tools

The tools required for the external workplace shall be made available by the enterprise for the duration of such workplace. If, in exceptional cases, tools are furnished by the employee by agreement with the employer, expenditure for such tools shall be reimbursed subject to documentation.

12. Reimbursement of expenses

The employee shall be reimbursed, subject to documentation, for any and all expenditure arising in connection with his/her workplace, including, without limitations, space, energy and telephone costs. Lump-sum reimbursement may be agreed.

13. Travel costs and reimbursement of expenses

Travel costs and expenses arising from commuting between the in-house and external workplaces shall be reimbursed only when the deviation from the agreed distribution between in-house and external workplaces results in such travel to become business trips.

14. Shop contacts

The social integration in and communication of employees with their enterprise should be warranted in spite of such employees working on external workplaces. In holding in-house meetings, inclusion of employees working on external workplaces should be given special consideration. Participation in employee meetings shall be ensured and shall count as working hours.

15. Vocational training and further education/training

Information and access to vocational training and further education/training shall be ensured by suitable measures.

16. Information furnished to the works council

The works council shall be informed of employees working on external workplaces. The works council shall be entitled to use the electronic communication facilities. The works council shall be reimbursed for any cost accruing to it in attending to employees working on external workplaces.

17. Closure of external workplaces

An external workplace may be closed down for valid reason by either party in writing subject to a notification period of 3 (three) months. Valid reasons on the employer's side shall be changes in operations within the meaning of Section 109 ArbVG or posting an employee to an office workplace, and on the employee's side changes in the employee's life situation which run counter to the further use of the external workplace (e.g. change of address or change in the family). The termination of a lease agreement by the employee's landlord shall be promptly notified to the employer. If the external workplace is given up, the employee shall continue to work on the enterprise's in-house workplace.
In the event that, upon termination by the employer for the valid reason of posting the employee to an in-house workplace, any frustrated expenditure should arise in the form that a lease agreement entered into for such reason cannot be terminated in good time (at the same time) it shall be necessary for the two parties to agree on the compensation for any such proven termination costs before termination.

Section 9: Employment Categories

1. General provisions governing employment categories

1.1 All employees shall be classified within the 11 (eleven) employment categories [Beschäftigungsgruppen] provided in Item 2 of Section 9 below by the type of actual use and their prevailing work.*)
Such classification shall not cause any work which is identical or equivalent within the meaning of the Gleichbehandlungsgesetz (GlBG; Non-discrimination Act) and which is rendered by either mostly men or mostly women to be classified in or remunerated under different categories. The following shall apply to employees who are not governed by the AngG: overseers (foremen/-women, gangers, shift foremen/-women and head fitters, head operators) shall receive a 10% (ten percent) allowance (see Section 12 below) for as long as they work in such function. Consequently, such employees may not be classified on the basis of leadership or project management responsibilities.

1.2 Schools within the meaning of the categories scheme shall comprise solely public schools or private schools operating under a public licence. The education/training obtained at such schools shall be documented by a certificate on the proper and successful graduation from such schools.

1.3 Within categories, the monthly minimum base salary/wage due to the employee shall be determined by the number of eligible years within such category.
Employment category A comprises 4 (four) employment category years, broken down into 3 (three) salary/wage levels (2 (two) two-yearly increments); employment categories B to J comprise 11 (eleven) employment category years, broken down into 6 (six) salary/wage levels (4 (four) two-yearly increments, 1 (one) three-yearly increment); employment category K comprises 8 (eight) employment category years, broken down into 5 (five) salary levels (4 (four) two-yearly increments).

1.4 Employment category years shall be periods spent by a given employee in a given employment category or, regarding times prior to the effectiveness of this Collective Bargaining Agreement, in work corresponding to a given service category [Verwendungsgruppe] or activity group or wage group. Employees who are white-collar workers under the AngG must have performed such work as white-collar workers. Documented periods in a higher-ranking employment category shall also be credited in lower-ranking employment categories.

1.5 Periods of military draft, military vocational training and alternative civilian service during which the employment relationship continued to exist shall be credited to the extent provided in Section 8 Arbeitsplatzsicherungsgesetz (Workplace Protection Act) regarding the crediting of periods of military draft, military vocational training and alternative civilian service in Austria.

1.6 Parental leave periods within a given employment relationship within the meaning of Section 15 MSchG and Section 2 VKG which commenced prior to 1 February 2012 shall be credited as an employment category year up to a maximum of 22 (twenty-two) months. For parental leave periods ending before 1 February 2009, this credit shall apply only if it is the parent's first parental leave period.
Parental leave periods which commenced on or after 1 February 2012 shall be credited as an employment category year up to a maximum of 22 (twenty-two) months. If one parent takes several parental leave periods for one and the same child, the credit shall not exceed altogether 22 (twenty-two) months per child.
These limits shall also apply to parental leave periods for multiple-birth children.**)

1.7 In crediting employment category years it shall be irrelevant whether these have been spent with one or more employers.

Employment/service category years documented by an employee from former employment relationships with other employers shall, however, be credited only up to a maximum of 8 (eight) employment category years in ranking such employee in a given employment category.
A prerequisite for the credit shall, however, be the employee notifying such periods to the employer already at the time of entry and furnishing evidence, preferably at once but not later than 2 (two) months afterwards, by way of suitable certificates or other work documents.
Previous employment periods spent with employers outside Austria shall be credited as employment category years under the same prerequisites as those spent in Austria within the meaning of this Item and Item 1.8 below, provided that suitable proof (translated if necessary) is furnished.
Spells of self-employed work shall be credited as employment category years up to a maximum of 8 (eight) years provided that such previous work was by its nature suitable to furnish the employee with skills and knowledge useful for his/her current service. Such crediting shall not be made if other spells are credited for the same period. Other periods and spells of self-employed work may be credited up to a maximum total of 11 (eleven) years.

1.8 *(Cancelled as of 1 February 2014)*

1.9 If an employee, due to an increase in the number of his/her employment category years, must advance to a higher minimum salary/wage level, a raise in his/her salary/wage shall take effect on the first day of the month in which s/he has reached the higher number of employment category years.

1.10 When ranking an employee in a higher employment category, s/he shall be credited with those employment category years for the new employment category, if any, for which s/he has furnished proof from former periods of employment.
The employee shall, however, at least be entitled to the minimum basic salary/wage of the new employment category that is higher by one step than the previously reached minimum basic salary/wage; in such cases, however, the employment category years corresponding to such next higher minimum basic salary/wage shall not be credited. Furthermore, the relevant minimum salary/wage of the employee in the new employment category must not be lower than the minimum basic salary/wage which such employee would have reached if s/he had remained in the previous employment category, either by time-based advancement or by the redefinition of minimum basic salaries/wages (see Section 11 Advancement, Item 2).

1.11 If an employee in a given employment category has reached the highest number of employment category years provided in such category, it is recommended that in the event of an increase in performance after further work in the same employment category a reasonable salary/wage increase be granted.

1.12 The works council shall be entitled to check whether employees may be ranked in a higher employment category or if an increase in performance warrants a salary/wage increase. The works council may furnish the enterprise's management with appropriate proposals for given cases.

2. List of employment categories

For the amount in monthly minimum basic salaries/wages applying to the employment categories see the table of minimum salaries/wages shown in Section 10.

Employment category A
Employees without targeted training.
Employees performing very simple schematic work of a specified sequence of work steps.

Employment category B
Employees with a short targeted training performing simple schematic work of a specified sequence of work steps.
As well as employees without targeted training working in production, assembly or administration, provided they can handle several jobs/activities (work processes) or have acquired special skills, but always after 3 (three) years of working for the enterprises.

Employment category C
Employees who perform activities in line with work-specific instructions for which a targeted training is typically required.

Employment category D
Employees who perform activities in line with general guidelines and instructions for which the completion of a relevant vocational training or equivalent school is typically required.
Employees with completed vocational training (apprenticeship completion examination), as well as those with an apprenticeship completion examination in technologically related or technologically similar occupations without relevant experience during the first 12 (twelve) months if such qualification is of relevance at least for parts of the activity.***)
The same shall apply to graduates of comparable secondary vocational schools****). For such employees the pay may be lower than the minimum remuneration of employment category D by up to 5% (five percent) during the first 12 (twelve) months provided that this is their first employment.

Employment category E
Employees who autonomously perform activities in line with general guidelines and instructions for which additional expert knowledge and skills beyond the qualification required for employment category D are typically required.
As well as graduates of tertiary vocational schools*****) if such qualification is of relevance for substantial parts of the activity within the meaning as set out above.
For such employees the pay may be lower than the minimum remuneration of employment category E by up to 5% (five percent) during the first 18 (eighteen) months provided that this is their first employment.

Employment category F
Employees who autonomously perform difficult activities for which either additional special training or substantial technical know-how beyond the qualification required for employment category D or at least a completed BHS with relevant (corresponding) vocational experience as required for the activity performed is typically required.

Employment category G
Employees who autonomously perform difficult and responsible activities which require special know-how and practical experience.
As well as employees who are to a substantial extent******) entrusted with managing projects and in doing so become active within the meaning of the activity characteristics of the employment category.
Also employees who are regularly and continuously entrusted with the autonomous management, instruction and supervision of several employees of which at least 2 (two) must be of employment category F.
Also employees who autonomously perform activities that are so complex in their content and carry so much responsibility that they require relevant practical and theoretical specialist knowledge beyond any completed vocational training (commercial apprenticeship completion examination) as well as practical experience in the form of long years of vocational practice in employment category F.

Employment category H
Employees who autonomously perform difficult and responsible activities involving a major decision-making scope which require special know-how and practical experience.

As well as employees who are to a substantial extent*******) entrusted with managing projects and in doing so become active within the meaning of the activity characteristics of the employment category.
Also employees who are regularly and continuously entrusted with the autonomous management, instruction and supervision of at least 4 (four) employees of which at least 1 (one) must be of employment category G and 2 (two) of employment category F.

Employment category I
Employees who autonomously perform very difficult and especially responsible activities involving a major decision-making scope or who, in a comparable task, are accountable for the outcome in their field.
As well as employees who are to a substantial extent********) entrusted with managing projects and in doing so become active within the meaning of the activity characteristics of the employment category.
Also employees who are regularly and continuously entrusted with the autonomous management, instruction and supervision of at least 6 (six) employees of which at least 1 (one) must be of employment category H and either 2 (two) of employment category G or 4 (four) of employment category F.

Employment category J
Employees who are entrusted with a comprehensive and especially responsible task, very high decision-making scope and accountability for the outcome in their field.
As well as employees who are regularly and continuously entrusted with the autonomous management, instruction and supervision of at least 10 (ten) employees of which at least 3 (three) must be of employment category I or at least 1 (one) of employment category I and 4 (four) of employment category H.

Employment category K
Employees in an executive position of decisive influence for the enterprise; also employees who perform responsible and creative work.

Apprentices
Upon successfully passing the apprenticeship completion examination, the employee shall be classified, as a minimum, in employment category D.
If, upon completion of the apprenticeship period, the employee, for reasons beyond his/her control, fails to sit for the apprenticeship completion examination first scheduled, s/he shall be entitled to payment of the minimum salary/wage of employment category C as of completion of the apprenticeship period. Once s/he has successfully passed the apprenticeship completion examination, s/he shall be paid the difference between the remuneration based on employment category D and the remuneration actually paid as of the completion of the apprenticeship period.
The employment period from completion of the apprenticeship period until the apprenticeship completion examination shall be deemed to be “experience” within the meaning of employment category D.

3. Crediting to the minimum basic salary/wage

If the sum of annually paid remunerations exceeds the amount of 3 (three) monthly salaries/wages, the provisions regarding the minimum basic salaries/wages shall be deemed to have been met when 1/15th (a fifteenth part) of the annual remuneration corresponds to the minimum basic salary/wage of the corresponding employment category.

4. Remuneration of supervisors (applicable only to employees governed by the AngG)

The remuneration of such employees as are governed by the AngG and whose activities mostly and regularly consist of the supervision, management and instruction of groups of blue-collar workers, such as supervisors, masters (group and department heads, chief masters (assembly foremen/-women) and similar (but not subordinate supervisors), shall

exceed the minimum monthly wage under the Collective Bargaining Agreement for employment category G, advancement level “after 2” without allowances (not piecework wage) as follows:

supervisor by	15%
master by	20%
chief master by	25%

**) See Protocol comment on Item 1.1 of Section 9.*
***) Sentences 3ff of this provisions shall also apply to employees governed by Item 3 of Section 37 (“old collective bargaining agreement”). (see Schedule 5)*
****) **Protocol comment on employment category D:** Classification as employment category D pursuant to the second paragraph shall also be due to employees who have completed an integrative vocational training provided they furnish proof of having learned essential parts of the apprenticed trade and such parts are of relevance for the activity.*
*****) **Protocol comment on employment category D:** Graduation from a BMS (vocational secondary school) or BHS (vocational tertiary school) as a prerequisite for classification as employment category D shall require that the school training be relevant for or related to the vocational training characteristic of the activity performed.*
******) **Protocol comment on employment category E:** Graduation from a BMS or BHS as a prerequisite for classification as employment category E shall require that the school training be relevant for or related to the vocational training characteristic of the activity performed.*
*******) **Protocol comment on employment category G:** Definition as meaning both repeated as well as substantial, with regard to the time spent as a proportion of overall activity, performance of the task. The predominance criterion in terms of the overall activity need not be met.*
Classification as employment category G under the latter paragraph may be considered only when no classification is due under the former paragraph because of the type of activity.
********) **Protocol comment on employment category H:** Definition as meaning both repeated as well as substantial, with regard to the time spent as a proportion of overall activity, performance of the task. The predominance criterion in terms of the overall activity need not be met.*
*********) **Protocol comment on employment category I:** Definition as meaning both repeated as well as substantial, with regard to the time spent as a proportion of overall activity, performance of the task. The predominance criterion in terms of the overall activity need not be met.*

Section 10: Salaries and Wages

1. The following table of minimum wages and salaries shall apply to all employees of the petroleum industry in Austria as of 1 February 2015.
It shall not apply to employees who are governed by the AngG and for whom the transitional table of Item 3 of Section 37 below (“Old Collective Bargaining Agreement”) shall be applicable on 1 July 2007.

	A	**B**	**C**	**D**	**E**	**F**
Two-yearly increment	45.10	33.76	35.57	47.91	67.40	86.36
Basic cat.	1,819.29	1,892.04	1,993.92	2,197.68	2,430.55	2,723.78
after Cat. 2	1,864.39	1,925.80	2,029.49	2,245.59	2,497.95	2.810.14
after Cat. 4	1,909.49	1,959.56	2,065.06	2,293.50	2,565.35	2,896.50

after Cat. 6	1,993.32	2,100.63	2,341.41	2,632.75	2,982.86
after Cat. 8	2,027.08	2,136.20	2,389.32	2,700.15	3,069.22
after Cat. 11	2,060.84	2,171.77	2,437.23	2,767.55	3,155.58

	G	H	I	J	K
Two-yearly increment	118.19	131.28	159.07	184.96	304.28
Basic cat.	3,138.55	3,681.57	4.224.53	5,184.09	6,143.60
after Cat. 2	3.256.74	3,812.85	4,383.60	5,369.05	6,447.88
after Cat. 4	3,374.93	3,944.13	4,542.67	5,554.01	6,752.16
after Cat. 6	3,493.12	4,075.41	4,701.74	5,738.97	7,056.44
after Cat. 8	3,611.31	4,206.69	4,860.81	5,923.93	7,360.72
after Cat. 11	3,729.50	4,337.97	5,019.88	6,108.89	

2. Apprentices

2.1 Remuneration for apprentices

As of 1 February 2015, the monthly remuneration for apprentices shall be as follows:

in the first year of apprenticeship	€ 726.99
in the second year of apprenticeship	€ 969.32
in the third year of apprenticeship	€ 1,211,61
in the fourth year of apprenticeship	€ 1,494.57

Apprenticeship bonuses

Upon being awarded a “mid-apprenticeship training certificate” (in accordance with the Guideline of the Federal Vocational Training Council to promote in-house training of apprentices pursuant to Section 19c Berufsausbildungsgesetz (BAG; Vocational Training Act) of 2 April 2009, apprentices who have been positively assessed shall receive a single bonus amounting to € 150 (one hundred and fifty euros). The bonus shall be paid together with the apprenticeship remuneration due after the award. Any change or cancellation of the said Guideline shall cause this entitlement to cease.

Apprentices who pass their final examination with good or exellent success shall receive a bonus of € 250 (two hundred and fifty euros). Any change or cancellation of the said Guideline shall cause this entitlement to cease.

2.2 Cost of boarding school

The cost of boarding school accruing from the apprentice’s stay in a boarding school for vocational school students in order to comply with his/her mandatory vocational school attendance shall be advanced and reimbursed by the employer so that the apprentice will be left with his/her full remuneration for the period that corresponds to the duration of boarding school attendance.

2.3 Allowance for apprentice training

Works agreements may be concluded regarding allowances granted for apprentice training; existing agreements shall remain valid.

2.4 Integrative vocational training

If an apprenticeship period is extended pursuant to Para 1 of Section 8b BAG as amended in Federal Law Gazette I 79/2003, the remuneration shall be calculated by extending the apprenticeship years *pro rata* to the total apprenticeship period; if the result is fractions of months, the higher remuneration shall be due for the entire month. If the extension is made retroactively, the apprenticeship year underlying the remuneration shall remain unchanged until an entitlement arises for the remuneration of a later apprenticeship year under the previous sentence.

If a training agreement is concluded for a partial qualification pursuant to Para 2 of Section 8b BAG as amended in Federal Law Gazette I 79/2003, the remuneration of the first year of apprenticeship shall be due. After one year, this entitlement shall rise by a third of the difference between the remuneration for the first year of apprenticeship and that for the second year of apprenticeship; after two years it shall rise by another third of this difference.
Crediting of integrative vocational training: If a partially qualified apprenticeship (including vocational school as required by the BAG) is successfully completed, it shall be credited to the scope of at least the first apprenticeship year when the person later completes an apprenticeship training in the same or a similar apprenticed vocation.
Item 2.2 of Section 10 above shall apply *mutatis mutandis* for employees who attend an integrative vocational training.

3.

3.1 Wages in the case of transfers (applies only to workers not governed by the AngG):
For employees who have completed the 50th (fiftieth) year of their life and who have been consecutively employed by the same enterprise for at least 15 (fifteen) years, the following shall apply:
If such employees are transferred to a workplace with a lower pay – and if the new workplace is given a lower valuation in the Collective Bargaining Agreement – they shall receive the minimum monthly wage corresponding to their previous activity group. This regulation shall not apply if such transfer was made for disciplinary reasons with due regard to the provision of Item 1 of Para 1 of Section 96 ArbVG, instead of giving such employee notice to quit or dismissing him/her.

3.2 If an employee upon transfer suffers a loss in earnings (after including the accident pension or pension) due to an accident at work or an occupational disease without having caused such either intentionally or by gross negligence, s/he shall continue to receive his/her monthly wage or salary (actual wage or actual salary), where the difference between the monthly minimum wage/salary and monthly wage/salary (actual wage or actual salary) shall be shown separately in the form of an equalisation supplement.

Section 11: Advancement

1. Time-based advancement within the employment category

1.1 Except as otherwise provided in the following provisions, the employer shall be obliged to increase, at the time of advancement within the employment category, the actual salary/wage by the two-yearly or three-yearly increment as provided in the Collective Bargaining Agreement. The two-yearly or three-yearly increment as provided in the Collective Bargaining Agreement shall be the difference (in euro) between the salary/wage under the Collective Bargaining Agreement for the salary/wage level at which the employee was classified before and after time-based advancement.

1.2 Employees up to the completion of their third year of working for the enterprise shall be exempt from the provisions of Item 1.1 above. This three-year waiting period shall, however, be credited with any apprenticeship periods directly prior to the start of the employment relationship in the same enterprise, provided that such periods extend to 3 (three) years. Furthermore, sales representatives working on commission and employees who themselves put in a notice to quit shall be exempt during the period of notice, except when notice is given within the meaning of Item 6.1 of Section 3.

1.3 Of the number of employees for whom time-based advancement is due, as calculated by applying Items 1.1 and 1.2 above, exemptions may be agreed by works agreements.

1.4 If the commencement of application of a new salary/wage scheme under the Collective Bargaining Agreement coincides with a time-based advancement, the two-yearly or three-yearly increment shall be determined in accordance with the new salary or wage scheme.

1.5 Existing agreements shall remain effective provided that they are more beneficial for employees.

2. Procedure on re-assignment to a higher employment category in the case of remuneration in excess of the minimum salary/wage

2.1 If an employee is re-assigned to a higher employment category, s/he shall be entitled to the minimum basic salary/wage of the new employment category that is higher by one step than the minimum basic salary/wage previously due.

2.2 Supplementary to the second sentence of Item 1.10 of Section 9 above the employment category years corresponding to this next higher minimum basic salary/wage may be credited only on condition that the overpayment in euro will not be lower. Failing this, only those employment category years may be credited as correspond to the minimum basic salary/wage just below in the new employment category.
Employees who are not governed by the AngG and who are re-assigned to a higher employment category after 1 July 2007, shall not have their service time supplement, calculated on the basis of the transitional provisions pursuant to Section 38 on 30 July 2007 or at a later date, reduced at the occasion of their re-assignment.

2.3 If the re-assignment into a higher employment category is made in the course of an ongoing two-yearly period, the start of the first two-yearly period in the new employment category shall be shifted back to the start of the incomplete two-yearly period of the former employment category.
If the re-assignment to a higher employment category is made in the course of an ongoing three-yearly period, only two-thirds of the time passed in the former employment category shall be credited for such back-shifting.

2.4 Instead of the provision of Item 2.3 above, a works agreement or, if no works council exists, individual agreements may specify that during an ongoing two-/three-yearly period a *pro rata* two-/three yearly increment of the previous employment category be granted on re-assignment to a higher employment category. The *pro rata* calculation shall be made in the form of the employment period falling in an ongoing two-/three-yearly period as a proportion of the total duration of the two-/three-yearly period. This increment (*pro rata* calculation) shall be due in addition to the salary/wage defined in Item 2.2 above.

2.5 Regulations and schemes more beneficial than those set forth in Items 2.2–2.4 above shall remain valid. In operations which have such more beneficial regulations and schemes, they shall remain valid even for those employees who are hired or assigned to a higher employment category after this Collective Bargaining Agreement becomes effective.

Section 12: Supplements and Premiums

1. Night work supplement

1.1 For employees governed by the AngG the following shall apply:

The prerequisite for payment of a night work supplement and its amount shall be as defined in the regulation applicable for the blue-collar workers in the relevant enterprise.

1.2 For employees not governed by the AngG the following shall apply:
For each hour of work put in between 10 pm and 6 am or during the night shift if it extends beyond midnight and has a duration of at least 8 (eight) hours, a night work supplement shall be due of 1% (one percent) of € 301.26 in the case of a 38 (thirty-eight) hour normal working week, or of 1% (one percent) of € 317.81 in the case of a 36 (thirty-six) hour normal working week, each per hour.

2. Shift work

2.1 Employees governed by the AngG shall be paid a shift supplement for as long as and to the extent that they work in shifts; the amount of the shift supplement shall be calculated in line with the regulations valid for the blue-collar workers of the relevant enterprise.

2.2 For employees not governed by the AngG the following shall apply:
Shift workers, for as long as and to the extent that they work in shifts, shall be paid a shift supplement amounting to 1% (one percent) of € 113.42 per hour for a normal average 38 (thirty-eight) hour week, and amounting to 1% (one percent) of € 119.67 per hour for a normal average 36 (thirty-six) hour week.

2.3 Supplements for dirty, hazardous or unpleasant work
Employees not governed by the AngG shall be entitled to the supplements listed in Schedule 4 based on a fixed hourly wage of employment category E “after six years” pursuant to the Table of Section 10 (“New New Collective Bargaining Agreement”) for such time during which the relevant work is rendered.
Employees not governed by the AngG and who have entered into an employment relationship prior to 1 July 2007 shall be exempt from this provision. Such employees shall be entitled to the supplements listed in Schedule 4 based on the basic remuneration for such time during which the relevant work is rendered.

Calculation base for the basic remuneration:
For all percentage-variable supplements in terms of hours and basic remunerations 1/165th (a one hundred sixty-fifth part) of the monthly wage (actual wage) shall be used for a normal 38 hour week.
For fully and partly continuous shift work (Item 1.3 of Section 5), the factor shall be 1/156th (a one hundred fifty-sixth part) for an average 36 hour week. If the normal working hours deviate from the 38 or 36 hour week, instead of using the factor 165 or 156, the factor shall be calculated as follows:
normal weekly working hours multiplied by the number of weeks per year (52), divided by the number of months (12).
Instead of an hourly calculation method, employers and works councils may agree on a lump-sum or other payment for supplements for dirty, hazardous or unpleasant work. If the duration of work for which a supplement for dirty or unpleasant work is due does not exceed half an hour of any daily working hours, no supplement shall be granted for such period.

Regulations for compensation/lump-sum payment:
Any existing agreements on lump-sum and compensation payments shall remain fully valid and shall not be affected by this regulation, so that no new entitlements to the above-agreed supplements for dirty, hazardous or unpleasant work pursuant to Schedule 4 will arise.

Coincidence of several supplements for dirty, hazardous or unpleasant work:
If several supplements coincide, not more than two such supplements may be granted at any one time. Additionally, the cold or hot weather supplement (terminating on 31 January 2016) or the supplement for inclement weather supplement may be granted.

Exempt from this shall be employment relationships commenced prior to or on 30 June 2007. For such employment relationships the regulations regarding cumulation options existing at enterprise level on this date shall continue to be valid.

2.4 Foreman/-woman supplement

For employees not governed by the AngG the following supplements shall apply:
Foremen/-women (gangers, shift foremen/-women and head fitters, head operators) shall be entitled to a supplement amounting to 10% (ten percent) of their wage. Such supplement shall also be due to employees for such time when they oversee at least 3 (three) employees.
Employees who substitute for a foreman/-woman or for a supervising employee governed by the AngG (e.g. master, chief master) for at least one working day or one shift shall be entitled to the foreman/-woman supplement. Foremen/-women who substitute for an employee governed by the AngG within the meaning of the previous sentence shall continue to receive the foreman/-woman supplement as well as half the foreman/-woman supplement for acting as a substitute.
If a foreman/-woman supplement has been expressly included in the actual monthly wage (actual wage), this provision shall not be applied, although the basic principle as set forth in the second sentence above shall remain valid.

Section 13: Hourly Division, Accounting and Payment

1. The accounting period shall be the calendar month. For the purposes of calculating the normal working hours, the monthly salary/wage shall be divided by 165 (one hundred sixty-five) in the case of a 38 (thirty-eight) hour week, or by 156 (one hundred fifty-six) in the case of a 36 (thirty-six) hour week. Non-cash payment of wages/salaries shall be permitted only upon agreement with the employee.
A different settlement period may be maintained or agreed for variable components of the remuneration.

2. Part-time employees

For part-time employees the minimum basic salary/wage under the Collective Bargaining Agreement due for full normal working hours under the Collective Bargaining Agreement shall be divided by 165 (one hundred sixty-five) and that due for a 36 (thirty-six) hour week shall be divided by 156 (one hundred fifty-six), and the figure thus obtained shall be multiplied by the figure obtained from the agreed hours (monthly hours). To the extent that the deviating normal working hours have been defined as weekly hours, the minimum basic salary/wage shall be calculated as follows:
minimum basic salary/wage divided by 38 (thirty-eight) or 36 (thirty-six) times the weekly normal working hours.

3. The employee shall be entitled to receive a clearly arranged written account. This shall show in particular:
a) the accounting period,
b) information on remuneration,
c) overtime hours accounted individually,
d) supplements, allowances and commissions,
e) payment for prevention of work, paid holidays, etc.,
f) special payments,
g) deductions and their assessment base,

h) explanation of abbreviations and code numbers used
(a special written notification made once a year, upon commencement of employment or upon changes shall be equivalent to such monthly information),

i) contributions to employee income provision funds, if any.

4. The monthly salary/wage, foreman/-woman supplement and all lump-sum entitlements shall be paid not later than on the last day of the ongoing month. Overtime, additional work, supplements and allowances as well as cost reimbursements, travel times, premiums and similar payments shall be paid in accordance with actual performance by the last day of the following month at the latest.
Employees who are constantly on piece work or a similar premium-pay work shall be paid the last valid average piece-work or premium-pay remuneration (average of 13 (thirteen) weeks) based on the monthly normal working hours not later than the last day of the ongoing month. Employees who are not constantly on piece work or a similar premium-pay work or have not yet been on such work for 13 (thirteen) weeks shall be paid the assigned wage or basic wage on the last day of the month; the difference shall be due in the following month.
Equivalent regulations deviating from the above may be agreed in a works agreement.
Outpayment shall be timed so that it will not prolong the working hours.

Section 14: Holiday Bonus

1. Entitlement

All employees shall be entitled to a holiday bonus once per calendar year, amounting to one monthly salary/wage plus all monthly remuneration components as set forth in Item 2 below.

2. Calculation

The calculation shall be based on the salary/wage for the month in which the holiday bonus is due as well as the average of other remuneration components to which the employee was entitled in the last 3 (three) calendar months prior to the due date. Recipients of commissions who are paid, in addition to the commission, a monthly salary (fixed amount) shall be paid an amount equivalent to their monthly salary/wage (fixed amount) as a holiday bonus.
Not to be included are: basic remuneration and allowances for overtime, allowances for hours worked on Sundays (Item 7 of Section 6 above) and remuneration for work on public holidays (Item 8 of Section 6 above), single and special payments (such as performance or annual premiums, bonuses, premiums for suggestions for improvements, anniversary bonus, holiday bonus and Christmas bonus), payment in kind and non-monetary compensation, travel reimbursement, local travel reimbursement, travel ticket reimbursement. In calculating the average other remuneration components, time off for which no or a reduced remuneration was paid shall not be considered. If the calculation period spans more than 330 (three hundred and thirty) or 312 (three hundred and twelve) working hours of time off for which no or a reduced remuneration was paid, the calculation period shall be extended by another previous month (but not more than 3 (three) months) until at least 165 (one hundred sixty-five) or 156 (one hundred fifty-six) fully paid working hours are included. In calculating the average other remuneration components, the pay for the fully paid working hours shall be divided by the number of such working hours and the result multiplied by 165 (one hundred sixty-five) or 156 (one hundred fifty-six).

3. Apprentices

Apprentices shall be paid a holiday bonus amounting to their monthly apprenticeship pay plus a monthly average of other remuneration components as set forth in Item 2 above. For employees who complete their apprenticeship during the calendar year the holiday bonus

shall be made up of the *pro rata* share of the monthly apprenticeship pay and the *pro rata* share of the holiday bonus calculated as set forth in Item 2 above.
For apprentices who are expected to complete their apprenticeship during a calendar year and who are entitled to a holiday bonus while they are still in their apprenticeship period, the holiday bonus shall be calculated based on the apprenticeship pay in the month of payment. If the apprentice completes his/her apprenticeship and continues his/her employment with the enterprise by way of becoming an employee, the remaining amount under Item 2 above shall be paid, at the latest, together with the Christmas bonus. This remaining amount shall be calculated, on the one hand, from the apprenticeship pay due in the month in which the holiday bonus is paid and, on the other hand, the monthly wage/salary due in the month in which this remaining amount is paid.

4. Due date

The holiday bonus shall become due and payable on 30 June of each year. If a holiday of at least one week is taken in the first half of the calendar year, the holiday bonus shall become due and payable upon the start of the holiday if so requested by the employee. During their year of entry in the company, employees shall receive the *pro rata* share of the holiday bonus from the date of entry until the end of the calendar year. This bonus shall be due and payable upon the employee's taking his/her holiday. If the employee fails to take a holiday, the *pro rata* holiday bonus shall be paid together with the Christmas bonus.

5. Repayment

Employees whose employment (apprentice) relationship terminates after having received the holiday bonus but before the end of the calendar year shall pay back the share of the holiday bonus pertaining to the remaining part of the calendar year if the employment relationship is resolved in either of the following manners:

a) notice given by the employee, except when notice is given due to retirement, early retirement within the meaning of Section 253b ASVG, invalidity pension or pension for occupational invalidity or pursuant to Para 4a of Section 23a AngG combined with Section 2 ArbAbfG,
b) the employee quitting without major cause within the meaning of the statutory provisions,
c) dismissal for the employee's fault.

Employees whose employment relationship terminates before they receive their holiday bonus shall be entitled to the *pro rata* share of the holiday bonus in accordance with the employment period served during the calendar year.

Section 15: Christmas Bonus

1. Entitlement and due date

All employees shall be entitled to a Christmas bonus once every calendar year, payable by 30 November at the latest and amounting to one monthly salary/wage plus the monthly remuneration components listed in Item 2 of Section 14 above. Employees entering the company at a later date shall be paid the Christmas bonus at the end of the year. Employees entering the company during the year shall be entitled to the *pro rata* share of the Christmas bonus.
Employees leaving the company during the year shall be entitled to the *pro rata* share of the Christmas bonus payable at the latest upon termination of their employment relationship.

2. Calculation

The Christmas bonus shall be calculated *mutatis mutandis* as set forth in Item 2 of Section 14 above.

3. Apprentices

Apprentices shall be entitled to an amount equivalent to the apprenticeship pay paid in November, payable at the same date. Item 3 of Section 14 shall apply *mutatis mutandis*.

Section 16: Holiday Bonus and Christmas Bonus for Part-time Employment

1. Calculation

Remuneration for working hours in excess of the agreed working hours shall be included as an average of the last 12 calendar months prior to the month in which the holiday bonus and Christmas bonus are paid. If the employment relationship has not yet continued for 12 (twelve) months, the average of the period since the commencement of the employment relationship shall be used. By a works agreement or, where no works council has been established, by an individual agreement it may be agreed that a division factor rather than the above regulation be used for calculating the basic remuneration for the working hours in excess of the agreed working hours. This division factor shall be calculated by applying, *mutatis mutandis*, the calculation mode of Item 6.6 of Section 6 above. Such regulations shall be put down in writing.

2. Regulation for changeover from full-time to part-time employment and vice versa

For employees who, during the calendar year, change from full-time to part-time employment or vice versa the holiday bonus and Christmas bonus shall be made up of the part of the holiday bonus and Christmas bonus corresponding to the employment period during the calendar year prior to the changeover and the corresponding part after the changeover (month of payment). If the holiday bonus was paid before the changeover, the make-up payment shall be made at the time the Christmas bonus is paid, with either the difference paid out or the excess amount offset against the Christmas bonus or paid back.

Section 17: Authentic Interpretation of Christmas Bonus and Holiday Bonus

Periods of employment without entitlement to remuneration shall not reduce the entitlement to special payments, except in cases expressly stated in the law (e.g. Para 4 of Section 14 MSchG, Section 10 Arbeitsplatzsicherungsgesetz (APSG; Workplace Protection Act), Para 3 of Section 119 ArbVG). No special payment shall be due for periods during which the employee failed to show up for work without grounds. For periods of voluntarily agreed non-performance without remuneration, the non-payment of special payments may be agreed (except for unpaid holidays for training and educational events within the meaning of Section 118 ArbVG beyond the duration foreseen in such Act). If the employee receives a full remuneration substitute (including special payments) based on regulations under public law, s/he shall have no claims in this respect against the employer.

Section 18: Anniversary Bonus

Employees shall be entitled to an anniversary bonus in accordance with the following rates, with employment periods served with the same employer being added up:

at the 25th employment anniversary	1 monthly remuneration,
at the 35th employment anniversary	2 monthly remunerations,
at the 40th employment anniversary	3 monthly remunerations.

The bonus shall be due and payable at the end of the month during which the employment anniversary falls.
The monthly remuneration shall be calculated *mutatis mutandis* to Item 2 of Section 14.
The bonus is subject to the reservation that, in exceptional cases, enterprises suffering from economic and financial problems may consider lower remunerations.
For employees who entered their employment relationship prior to 1 April 2003 the following regulation shall apply:
If the employment relationship is terminated between the employee's 35th (thirty-fifth) and 40th (fortieth) year of service, a proportion of three monthly remunerations *pro rata* to the employment actually served during this five-year period shall be paid as anniversary bonus. This shall not apply if the employee is dismissed for fault or quits without cause.
For employees who entered their employment relationship prior to 1 February 2012 the following regulation shall apply:
If the employment relationship is terminated between the employee's 25th (twenty-fifth) and 35th (thirty-fifth) year of service, a proportion of two monthly remunerations *pro rata* to the employment actually served during this ten-year period shall be paid as anniversary bonus. This shall not apply if the employee is dismissed for fault or quits without cause.
Alternatively to the monetary entitlement, all employment anniversaries to the extent they fall due during a valid employment relationship may be converted into time credits if so requested by the employees. Conversion of such monetary entitlements shall be agreed in writing between employers and employees.
Consumption of such time credits shall be agreed. If no agreement has been made on their consumption, employees shall have the right to unilaterally determine the time of consumption subject to a notice period of 6 (six) months. Time credits shall be consumed as a single entity, splitting them shall not be allowed. If a time credit is consumed directly prior to the person's retiring on an old-age pension, it shall be appreciated by a factor 1.3 (one point three).
The conversion of monetary entitlement into time credits shall not constitute an agreement on part-time employment.
The basis for translating the monetary entitlement into a time credit shall be the monthly remuneration. For the time during which the time credit is consumed, the employee shall be entitled to continued remuneration (average of the last 3 (three) calendar months).
Time credits left over at the end of an employment relationship shall be paid out to the extent not consumed. If the employment relationship is terminated by the death of the employee, non-consumed time credits shall be due to the legal heirs. If no persons have such claims then the amount due shall be paid into the estate.
Any further regulations may be made by way of a works agreement.

Section 19: In-house Suggestion System

Works agreements pursuant to Item 14 of Para 1 of Section 97 ArbVG may be entered to regulate the remuneration of suggestions for improvement.

Section 20: Service Inventions

The employer shall be entitled to be offered for patenting a service invention made by his/her employee within the meaning of Para 3 of Section 7 of the Austrian Patentgesetz (PatG; Patent Law). To this end, s/he shall comment within 3 (three) months of the date of such offer and state whether s/he intends to claim it for him/herself; until patent rights are filed the employer undertakes to keep the invention absolutely confidential. In the event of a claim, the employer shall pay the statutory compensation to the inventor as well as all accruing patent fees. If so requested by the employee, the inventor shall be named upon entry in the patent register even when the employer is shown as the applicant. In all other respects the provisions of the Austrian PatG shall apply.

Section 21: Domestic Business Trips (Travel Cost Reimbursement and Reimbursement of Expenses)

1. If the employee is instructed by the employer to go on business trips s/he shall be reimbursed for any expenses and additional expenditure accruing therefrom in line with the following provisions.

2. Definition of business trip

The employee shall be on a business trip if s/he leaves his/her duty station as instructed by the employer. The duty station shall be the employee's place of work. If several places of work have been agreed, one of them shall be mutually agreed to be the duty station.

3. Duration of business trip

If the employee starts on his/her business trip from his/her permanent place of work or has to return to it immediately after his/her business trip, the leaving and re-entering of the permanent place of work shall be deemed to be the time of commencement and termination of the business trip.
If the employee starts on his/her business trip from his/her home and uses a railway, ship or coach, the business trip shall be deemed to have commenced at the time of the scheduled departure and to have ended at the time of actual arrival of the means of transport.
If the business trip is made in a company car, it shall be deemed to have commenced at the time of leaving the place of work or, if the employee is fetched, at the time of leaving home. The end shall be determined analogously.

4. Travel ticket reimbursement

Employees shall be reimbursed for a second class ticket by railway, coach or other public means of transport for trips of up to 100 km, and for a first class ticket for uninterrupted trips of more than 100 km or if the employer orders an overnight trip.
A trip shall be an overnight trip if at least three hours of travel take place at a time between 10 pm and 6 am. Reimbursement for sleeper car use, ship travel, use of airplanes shall be granted only upon prior approval by the enterprise management.
Only travel costs actually accrued shall be reimbursed.

5. Compensation for travel expenses

In order to cover the additional personal expenditure involved in a business trip, the employee shall be paid a compensation for travel expenses (consisting of a per diem and an overnight accommodation allowance) or a field allowance for each full calendar day.

The employee shall be entitled to compensation for travel expenses when s/he is employed outside the political territory of the place in which such employee's permanent place of work is situated. The duty station within the meaning of this provision shall furthermore be, in all cases, an area of activity within a circumference of 10 kilometres from the permanent place of work at its centre. Another prerequisite for granting compensation for travel expenses shall be that the duty-caused absence from the permanent place of work is longer than 3 (three) hours. The said prerequisites (political territory, 10 km circumference and duration) shall also apply to Items 6 to 22 below.

Compensation for travel expenses

Per diem €	Overnight accommodation allowance €	Total €	Field allowance €
56.28	30,00	86.28	61.28

6. The said per diems shall be broken down as follows:

Breakfast €	Lunch €	Dinner €	Total per diem €
10.00	22.52	23.76	56.28

If, however, the employee eats the meal in the canteen of his/her enterprise, s/he shall be reimbursed the amount defined for a canteen meal instead of the per diem proportion set out above.

7. For the day of commencement or termination of a multi-day business trip and for business trips that do not take a whole calendar day the employee shall be entitled only to the *pro rata* per diem rates as per Item 6, to the extent that due to the business trip s/he is prevented from eating meals at the customary place (duty station or place of residence).
Such prevention shall be assumed to apply:
regarding breakfast when the business trip is commenced either before the normal start of work and is terminated in such case or in the case of a multi-day business trip after 8 am;
regarding lunch when the business trip is commenced either before 12 o'clock noon and is terminated in such case or in the case of a multi-day business trip after 2 pm;
regarding dinner when the business trip is commenced either before 7 pm and is terminated in this case or in the case of a multi-day business trip after 7 pm.

7a. If the other prerequisites of Section 21 are met, the employee shall be entitled to have the lunch rate reimbursed when s/he is on duty within the political territory in which his/her permanent place of work is situated but outside a distance of 10 km calculated from his/her permanent place of work.

8. The per diem shall serve to cover additional spending on food and all personal expenditure associated with the business trip, including tips for personal service.

9. The overnight accommodation allowance shall serve to cover payment for accommodation or, if trips are ordered to be taken at night (cf. Item 4 above), for the additional expenditure thus accruing. Any unavoidable additional expenditure for accommodation shall be reimbursed separately against furnishing of the bill. Only one overnight accommodation allowance shall be paid per night. No overnight accommodation allowance shall be due if the business trip does not entail an overnight stay or ordered night travel or if the accommodation or sleeper car is provided free of charge,

10. If the destination of the business trip is identical with the employee's permanent place of residence, s/he shall not be entitled to a per diem and overnight accommodation allowance for the duration of his/her stay. In such case, however, the employee should be paid a

reasonable compensation for the additional expenditure if s/he can furnish proof that the prerequisites for home boarding are not met.

11. For travelling in a sleeper car and for free accommodation in hotels, tips actually paid out shall be reimbursed up to an amount of € 2.18. If the employee stays at the same hotel on successive days, an amount of € 4.36 shall be due for several overnight stays up to a period of one week.

12. Field allowance

If, on occasion, the employee is required, in the course of a business trip or temporary service (delegation) to stay in one place for an uninterrupted period of more than 28 (twenty-eight) days, the compensation for travel expenses shall be replaced by a field allowance as of the 29th (twenty-ninth) day. If the employee leaves the place only temporarily and it is clear that s/he has to return this shall not be deemed an interruption of the stay within the meaning of the above provision. If the employee is provided with reasonable free accommodation, the field allowance shall be reduced by one quarter per calendar day.

13. If an employee earning a field allowance changes his/her duty station and if this involves a change in the place of his/her accommodation, the employee shall be entitled for the compensation for travel expenses pursuant to Item 5 above for the first 28 (twenty-eight) days. A condition for earning the compensation for travel expenses under Item 5 above shall, however, be that the prerequisites for such compensation are also met at the new duty station.
There shall be no change when the change in accommodation is not connected with a change in the duty station.

14. The employee shall not be entitled to the field allowance:
a) during his/her holidays;
b) during an illness when the employee returns home for nursing, as of the day following his/her departure;
c) during a stay at the hospital as of the day following admittance;
d) during any period of the employee's absence from work without any valid excuse;
e) for periods for which compensation for travel expenses is paid;
f) for trips to his/her permanent place of residence. If proof is furnished that accommodation costs continue to accrue, one quarter of the field allowance shall nevertheless be due.

15. Other travel expenses

Any necessary and reasonable outlays (e.g. telephone calls, postage, shuttling to and from railway stations, etc., use of rented cars in reasoned cases; luggage, porter and similar) shall be reimbursed to the extent actually incurred.

16. Except as otherwise provided in Items 17 to 19 below, travel times are not specially reimbursed. Travel times shall not count as working hours. If, however, the company management instructs the employee to perform, at the destination of the business trip, effective services beyond the daily normal working hours, the overtime actually put in shall be reimbursed in addition to the simple compensation for travel expenses as due under Items 5 and 6 above. There shall be no entitlement to remuneration for overtime in the case of lump-sum remuneration agreements (all-in agreements, overtime lump-sum agreements) for travel and driving times.

17. Travel time reimbursement (additional compensation for travel expenses)

To the extent that, during business trips ordered by the employer, the effective travel period (i.e. the time of actual travel by means of transport such as railway, coach, etc., including the

requisite periods of waiting at interchange stations) does not fall in the employee's normal working hours, s/he shall be entitled, in addition to the requisite simple compensation for travel expenses, an additional 1/7th (one seventh part) of the full compensation for travel expenses (per diem and overnight accommodation allowance) for each such effective hour of travel during a period which would otherwise be off-duty.
If the business trip is combined with an overnight stay, the additional compensation for travel expenses shall be due for each such hour of travel.
For business trips not combined with an overnight stay, no additional compensation for travel expenses shall be due for the travel time during the first hour prior to the start or up to one hour after the end of the daily normal working hours. If additional work is rendered, the normal working hours shall be replaced by the start and end of the effective working hours put in.
For business trips with and without overnight stay, parts of an hour shall be reimbursed *pro rata*, and only full quarters of an hour shall be reimbursed. If, however, the employee travels overnight within the meaning of the second sentence of Item 4 of Section 21 above, such additional compensation for travel expenses shall only be due for effective travel hours prior to 10 pm.

18. To the extent that employees themselves drive and are instructed to drive the means of transport used for a business trip, the following regulation shall apply for driving hours outside the normal working hours:
For travel periods outside the daily or weekly normal working hours, a remuneration amounting to the overtime pay shall be due, with full quarter hours remunerated only. The calculation base for the basic remuneration is capped by the highest minimum basic salary of employment category G "after 11 years" or IV/18 (for white-collar employees whose employment relationship started prior to 1 April 2003 and who by 30 June 2007 had not been transferred to the Table of Item 1 of Section 10 of the Collective Bargaining Agreement as amended on 1 February 2007 ("New Collective Bargaining Agreement")).

19. For business trips ordered to be made on Sundays or public holidays, work-free Saturday afternoons or other days which are scheduled to be free of work, the employee shall, however, be entitled to overtime pay for actual travel times in his/her time off, rather than any compensation pursuant to Items 17 or 18 above.
Since employees under a lump-sum remuneration agreement (all-in agreements, overtime lump-sum agreements) are not entitled to any special remuneration for overtime rendered in the course of business trips, in cases specified in the first sentence of this item 1/7th (one seventh) of the full compensation for travel expenses shall be paid for each effective hour of travel pursuant to Item 17 above which would otherwise be free of work.

20. Items 17, 18 and 19 above shall not apply to employees who are required mostly to travel in carrying on their work such as, e.g., sales representatives, employees on constant travel, employees of the engineering and lubrication field service, territorial managers in distribution, inspectors, revisors and master revisors.

21. The employee shall submit his/her account to the employer not later than one month after the termination of the business trip. The entitlement for compensation within the meaning of this paragraph shall expire 6 (six) months after termination of the business trip.

22. Reimbursement of expenses for employees with changing places of deployment

22.1 For employees who have no permanent place of work because they are dispatched to different places of deployment as part of their occupational deployment (such as, e.g., employees who are members of geophysical crews, well sinking crews, construction and assembly teams, engineering and geological field service) and who therefore cannot return home every day, the reimbursement of expenses shall be regulated in works agreements

within the meaning of Section 29 ArbVG; or in enterprises without a works council in their employment contract.

22.2 For employer-ordered business trips which do not fall within the scope listed in Item 22.1 above, the provisions of Items 1.–21. of Section 21 above shall apply instead of the reimbursement of expenses pursuant to Item 22.1.

23. Special provision for transport (assembly) works
In derogation of Items 1.–22. of Section 21 above, employees not governed by the AngG shall be entitled to a distance supplement for assembly, dismantling, maintenance or repair of systems and for transports – except transports by passenger car – for overland travel and work outside the permanent place of work, as regulated in the following provisions:

23.1 For an absence of at least 6 (six) hours or when the absence falls within the agreed lunch period of 11 am to 2 pm and the employee has no opportunity to eat on his/her permanent place of work	€ 23.55
23.2 For an absence of at least 7 (seven) hours	€ 26.32
23.3 For an absence of at least 11 (eleven) hours	€ 51.20
23.4 If the overland travel or external work is combined with an overnight stay and accommodation is provided free of charge by the employer	€ 51.20
23.5 If, in the case of 23.4 above, accommodation is not provided (of which € 16.64 are due for accommodation; if the cost of accommodation is higher, it shall be reimbursed against documentary evidence).	€ 67.85

23.6 Travel times during working hours shall be remunerated same as working hours. Travel times outside the working hours for employees who are not governed by the AngG and who carry out construction and assembly work for oil production shall be paid by the basic remuneration without any supplements and allowances:

For a distance between the assembly (construction) site and the plant

of >4–6 km: the basic remuneration for	1.5 hours,
of >6–8 km: the basic remuneration for	2 hours,
of >8 km: the basic remuneration for	2.5 hours,
of >35 km:	the actual travel time, but not less than the basic remuneration for 2.5 hours.

These rates shall apply to the travel time spent on each working day.
The travel time reimbursement shall be due only at half the rate when the travel to or from the site takes place during working hours. The distance between the assembly or construction site and the plant (works premises, etc.) shall be calculated as a straight line. If the calculation of the travel time based on the “straight line” grossly deviates from the travel time actually required, a regulation shall be agreed in the enterprise.

23.7 Means of transport

If a means of transport needs to be used for overland travel and deployment outside the permanent place of work, the enterprise shall determine the choice of such means of transport and pay for the ticket.
Employees shall be reimbursed for a second class railway ticket for journeys up to 100 km, and for a first-class railway ticket for uninterrupted journeys of more than 100 km or overnight journeys ordered by the employer.

An overnight journey shall mean a journey where at least 3 (three) hours of travel are between 10 pm and 6 am.
Reimbursement of the use of sleeper cars, ship travel, use of airplanes and luxury trains shall require special prior approval by the enterprise management. Only ticket costs actually incurred shall be reimbursed.

23.8 Illness and accidents at the place of assembly

If an assembly (construction) worker falls ill on the assembly (construction) site and the physician certifies that his/her incapacity for work is expected to continue for not more than 3 (three) weeks, the assembly (construction) worker shall receive 50% of the distance supplement for a period of up to 3 (three) weeks if s/he obtains hospital care at the place of assembly or its near surrounding.
If an assembly (construction) worker who has fallen ill remains, by the physician's instructions, in domestic care at the place of assembly, s/he shall be paid the full distance supplement for a period of up to 3 (three) weeks. The provisions governing the sickness benefit supplement shall not be affected thereby. If the assembly (construction) worker is incapable of work due to an illness or accident at the place of assembly, s/he shall be reimbursed for the ticket for the journey home and out on the means of transport to be determined by the enterprise.
If an assembly (construction) worker dies at the place of assembly, the employer shall bear the cost of transport to the permanent place of residence except when such worker's family members are entitled to a third-party claim for payment of the transport cost.

23.9 Hiring of employees at the assembly site

Employees hired by the assembly (construction) site manager for assembly (construction) work shall have such site as their permanent place of operation (plant).

23.10 Holidays

If the assembly (construction) workers starts on his/her statutory holidays from the construction site, s/he shall be reimbursed for the travel time and travel cost for the journey from the assembly site to his/her permanent place of operation, regardless of whether or not such journey is actually taken.
The holiday period shall not be extended by the travel time. The holidays shall commence once the work is stopped and shall end once it is taken up again. If the assembly (construction) worker actually makes the journey to his/her permanent place of operation and there reports as starting or ending his/her holidays, the holidays shall commence or end, as the case may be, as of the date of such reporting.
If the holidays are consumed in several parts, the above regulation shall apply only for the first part. The second time around, the reimbursement shall be paid only if the dividing-up of the holiday is made for operational reasons and by the prompting of the operational management and the journey is actually taken. In such case, the cost of the actual journey shall be reimbursed, but not more than the cost of the journey from the assembly site to the permanent place of operation.

23.11 Homeward journeys

Where assembly (construction) sites are at a distance of more than 70 km from the permanent place of operation, each assembly (construction) worker posted there shall be entitled to one homeward journey to such permanent place of operation after one month, respectively, of uninterrupted absence from his/her permanent place of operation (waiting period).
The employee shall also be entitled to a paid homeward journey, travel time and appropriate distance supplement if s/he falls ill and journeys home, if s/he has to journey home due to a

serious illness or the death of a close family member or if s/he has to return to the permanent place of operation due to his/her work.
The homeward journey must be started within one month of the entitlement arising, failing which such entitlement shall expire without any compensation.
The entitlement shall not expire when the homeward journey is not carried out due to operational requirements upon instructions of the operational management. In such event, the time passing beyond the month shall be counted as waiting period towards a new entitlement for a homeward journey.
The one-month waiting period shall be interrupted by a paid holiday, return due to illness or a change in the place of assembly which is linked to the return to the permanent place of operation.
In the event of such an interruption, the waiting period already passed shall expire without any compensation. It shall begin anew upon the employee's arrival at the place of assembly.
For each homeward journey, the ticket for the inward and outward journey for the means of transport determined by the enterprise (second class if the railway is used) and altogether two distance supplements shall be reimbursed.
For each homeward journey, unpaid time off amounting to 4 (four) calendar days (96 (ninety-six) hours) shall be due; the travel time shall not be counted towards the time off.

24. Deviating regulations

Regulations deviating from Section 21 above may be agreed by a works agreement.

Section 22: International Business Trips

The following provisions shall apply for the duration of posting for temporary work abroad: The reimbursement of expenses pursuant to Item 4 agreed for posting and any agreement in connection with the posting, to the extent that they deviate from or supplement this Collective Bargaining Agreement or an in-house regulation, shall be put down in writing, e.g. by way of a addendum to the Dienstzettel.

1. Duty of information and notification

1.1 Written records of the agreed amount of the reimbursement of expenses and on deviating regulations allowed under this Collective Bargaining Agreement shall be handed over to the works council. If such regulations are generally applied in the enterprise, especially when based on a works agreement, it shall suffice to hand over such regulations only once.

1.2 Prior to the start of his/her posting, the employee shall be notified, i.a., as follows:

a) commencement and envisaged termination of the work,
b) amount of per diems and overnight accommodation allowance,
c) means of transport used,
d) type of remittance used for remuneration,
e) remuneration and settlement periods,
f) type and amount of insurance coverage.

The notification may be waived if there is no need for any special notification due to the duration of the posting and regulations existing within the enterprise.

2. Means of transport and travel costs

It shall be incumbent upon the employer to choose the means of transport and determine the travel route. To the extent that the employer has any choice, such choice shall not be obviously skewed towards the employer's economic and operational interests and against the employee's burdens in terms of time and physical condition. Regarding the reimbursement of the cost for the passenger class ticket used for railway journeys, the relevant Collective Bargaining Agreement provisions governing domestic business trips shall be applied *mutatis mutandis* within the meaning of the Austrian standard. Only ticket costs actually incurred and documented shall be reimbursed.

3. Working hours and weekly rest periods

The distribution among individual days of the week of the weekly working hours applicable in Austria and the definition of the daily normal working hours may be agreed to be different from the regulations applicable in Austria for employees working abroad in line with the regulations and practice of the relevant state and the requirements of collaboration with employees of the foreign state or with due regard to other situations and requirements. If the foreign state to which the employee is posted dedicates another day than Sunday as the day of rest, such day shall be used rather than the Sunday.

4. Reimbursement of expenses

4.1 In order to cover the additional expenses connected to the posting, the employee shall be paid a reimbursement of expenses consisting of a per diem and an overnight accommodation allowance. The per diem shall be used to cover additional expenditure for board and all personal expenditures connected with the posting, including tips for personal service. The overnight accommodation allowance shall be used to cover payment for accommodation or, if journeys are ordered overnight (at least 3 (three) travelling hours between 10 pm and 6 am), for the additional expenditure thus accruing. No overnight accommodation allowance shall be paid if a reasonable accommodation or a sleeper car is provided free of charge. Any additional costs for accommodation which may be required shall be paid or reimbursed by the employer. If the employee is unable to obtain reasonable accommodation from such amount, the accommodation costs, if documented, shall be reimbursed; excessive additional spending shall be avoided.

4.2 The per diem and overnight accommodation allowance shall be due for the first 28 (twenty-eight) days of a business trip at an amount of rate level 3 for the federal civil servants; afterwards, the per diem and overnight accommodation allowance shall not be lower by more than 10% (ten percent) below the per diem and overnight accommodation allowance of rate level 3 for the federal civil servants. This regulation shall apply to business trips commenced after 1 February 2002.

4.3 The reimbursement of expenses under this provision shall be due for the duration of the stay abroad, commencing and terminating upon crossing of the border.
If an airplane is used for posting an employee, the border shall be deemed to be crossed upon departure from and arrival at the last domestic airport. The per diem and overnight accommodation allowance shall depend on the rate for the state which is crossed upon posting or in which the employee stays in order to render his/her work.
In the case of air travel, the per diem shall depend on the rate for the state to which the employee is posted.
Up to border crossing or the last domestic airport, the reimbursement of expenses shall be calculated pursuant to Section 21 (domestic business trips) above. The same shall apply *mutatis mutandis* for the return. If in the case of business trips of a duration of up to 24 (twenty-four) hours no (*pro rata*) entitlement to any reimbursement of expenses arises due to the duration of the stay abroad, the domestically applicable rates for reimbursement of expenses shall be applied for the entire business trip.

4.4 The employee shall receive the agreed per diem for every full 24 (twenty-four) hours of staying abroad. Fractions of up to 5 (five) hours shall be ignored; one third shall be due for fractions of more than 5 (five) hours, two thirds shall be due for fractions of more than 8 (eight) hours, and the full per diem shall be due for more than 12 (twelve) hours.
If not more than one full per diem is due for the stay abroad within a journey of up to 2 (two) calendar days, the domestic periods of the business trip shall be added up to calculate the reimbursement of domestic expenses.

4.5 Of the per diem due under Item 3 above, 15% (fifteen percent) shall be due for breakfast, 30% (thirty percent) shall be due for lunch and 25% (twenty-five) percent shall be due for dinner. If the meals are made available for free or if the other expenditure is not borne by the employee, the agreed per diem shall be reduced accordingly. If reduced-price canteen meals are made available the provision concerning reduction in the first sentence shall apply as well. This provision shall be applied when the meals made available for free or at a reduced price are reasonable by domestic tastes or no health reasons run counter to eating them.

4.6 In the event of stays for training or education courses it may be agreed that the per diem due shall be reduced to 10% of the given rate if a day-long service (meals and auxiliary services) is guaranteed.

4.7 Any other outlays in connection with the business trip, such as postage, telegram and telephone fees, cost of shuttling to and from the railway station and necessary dry-cleaning of apparel shall be reimbursed separately to the extent necessary and creditable.

4.8 No daily reimbursement of expenses (per diem and overnight accommodation allowance) shall be paid in the event of the employee's unexcused absence. The same shall apply if the employee intentionally or due to gross negligence is prevented from or incapable of work. In the event of an accident at work, no daily reimbursement of expenses shall be paid only if such accident was intentionally caused. If the employee is required to stay in hospital abroad, the per diem rate shall be reduced to one third of the full agreed per diem rate. No overnight accommodation allowance shall be paid, however any documented unavoidable ongoing accommodation cost shall be reimbursed by the employer until further notice.

4.9 The reimbursement of expenses shall as a rule be due in Austrian currency. Payment of the reimbursement of expenses in foreign currency shall be regulated in enterprises with a works council by agreement with such works council, or otherwise by agreement with the employee, with due regard to the circumstances involved.
Any compensation expressly characterised by the employer as being creditable to the reimbursement of expenses or specially granted by a third party shall be credited to the reimbursement of expenses under this item.
The reimbursement of expenses (per diem and overnight accommodation allowance) and travel cost (to the extent no tickets are provided) shall be paid on account to the employee in good time and for later settlement.

5. Reimbursement of travel times (driving times)

5.1 For employees governed by the AngG the following shall apply:

Reimbursement of travel and driving times shall be governed by the appropriate provisions of the collective bargaining agreements for domestic business trips in the relevant sectors, and the rate of reimbursement of travel times shall be calculated in line with the domestic rates for reimbursement of expenses (per diem and overnight accommodation allowance). The same shall apply for overtime on business trips.
Such reimbursement shall be for the time spent by the employee on travelling. For the reimbursement, times of travel in Austria and abroad shall be deemed to be a unit.

If the employee goes on a business trip from the place of deployment at the destination of the business trip abroad that is comparable to a business trip under the relevant provisions of the additional collective bargaining agreement for domestic business trips, the provisions governing the definition of the duty station shall apply, *mutatis mutandis*, abroad.

5.2 For employees not governed by the AngG the following shall apply:
Travel times during working hours shall be paid same as working hours. For the effective travel time outside the normal working hours, the hourly wage (piece wage or premium average remuneration) shall be due without any supplements and allowances.

6. Family home journey

After an uninterrupted stay of 6 (six) months in Europe or 9 (nine) months in non-European states the employee shall be entitled to a paid family journey home followed by a paid holiday, provided that the termination of his/her posting or a home journey for other reasons cannot be expected within the next 3 (three) months. The time used for the journey home shall not be credited to the paid holidays. Regarding the means of transport and travel time for the family home journey the relevant provisions of this Collective Bargaining Agreement shall apply. If, however, a journey home is not possible due, e.g., to the order book situation, the employee shall be entitled, after an uninterrupted stay of more than 6 (six) months in a European state, to 1/6th (one sixth) of the entire travel costs for the journey home to and back from the permanent place of residence for every month in excess of such 6 (six) months, or 1/9th (one ninth) for every month in excess of nine months in the case of a non-European state, in compensation for the home journey that was not taken.

7. Accident insurance

The employer shall refund to the employee the cost of an accident insurance for accidents occurring for the duration of posting, except for accidents at work or on travel within the meaning of the ASVG, which cause death or permanent invalidity. Regarding the refunding, the sum insured is set at a minimum of € 21,801.85 for death, a minimum of € 43,603.70 for permanent invalidity. The refunding will cover only the cost of an insurance for risks considered a normal accident risk under the terms and conditions of the Austrian insurance industry. The cost refunding will be waived or reduced when another method is used by the enterprise to cover the accident risk as set out above; such other method shall be notified in writing to the employee.

8. Patient return transport insurance

The employer shall refund to the employee the cost of a patient return transport insurance for the duration of posting, except when the employer takes other measures to ensure appropriate insurance coverage; such other method shall be notified in writing to the employee.

9. Illness and accident

In the event of an employee falling ill abroad, Section 130 ASVG or the relevant international social insurance treaty shall apply. Upon request of the spouse, partner (within the meaning of the ASVG provisions), children, adoptive children or parents, the enterprise shall, in the event of the employee's death during the period of posting, promptly arrange the return transport of his/her body and shall pay the requisite cost of return transport to the extent such cost is not covered by a third party (e.g. insurer). Upon the surviving dependents' request, the enterprise shall help with the administrative handling of the return transport.

10. Death of near relatives

If an employee's spouse, partner (within the meaning of the ASVG), children, adoptive children or parents die, the enterprise shall refund the cost of the home journey and shall handle the time of such home journey same as for a posting, provided that a home journey is actually made.

11. Force majeure

In the event of the employee being exposed to a concrete personal hazard (e.g. war, riot at the posting destination) s/he shall be entitled to travel home. Before starting on the journey home, the employee should, if possible, consult the employer or his/her local boss, failing which the employer shall be promptly notified of the start of such journey home. If the employee is preventing from journeying home by force majeure, the employer shall pay to those of his/her family members for whose maintenance the employee is obliged by law such remuneration, for a duration of 6 (six) months that such employee would have received if s/he had worked at his/her duty station in Austria. For another 6 (six) months, such family members shall then be paid a sum amounting to the non-attachable income calculated on the same basis.

12. Settlement

As a rule, the remuneration shall be tabulated and settled for each calendar month at the latest by the end of the next calendar month, by a written account.

13. Assignment of claims

Upon being requested by the employer, the employee or his/her survivors shall assign any claims for damages against third parties resulting from an event within the meaning of the items on accident insurance, illness and accident and force majeure, up to the amount of the sum payable or paid by the employer to the employee, failing which a loss of entitlement within the meaning of the above shall ensue.

14. Special arrangements, works agreements, internal regulations and favourability clause

Entitlements under Items 4 and 5 (reimbursement of expenses and travel times) may, by mutual agreement, be compensated otherwise than set out in this Collective Bargaining Agreement, e.g. by way of a lump-sum payment, foreign service pay or allowance or other remuneration that includes the compensation for such entitlements.
Existing arrangements, works agreements and regulations that are more favourable for the employee shall remain effective and may continue to be entered. This favourability clause shall be applied so that only the enterprise-wide regulation in its entirety is reviewed for its favourability; picking out parts of one or another regulation by invoking this clause shall not be permitted.

Section 23: Mileage Allowance

1. Entitlement and liability

1.1 If an employee is entitled to charge a reimbursement of expenses (compensation for travel expenses) for using, at his/her discretion, his/her private passenger car for business trips, the payment of such reimbursement of expenses shall be governed by the following provisions. Such an entitlement shall arise only when the approval for charging such

reimbursement of expenses is granted (preferably in writing) before the start of the business trip. The reimbursement of expenses shall be granted in the form of a mileage allowance which serves to cover the expense accrued from the keeping and use of the passenger car.

1.2 With the exception of the mileage allowance, the employee shall not have any entitlement vis-à-vis the employer from the use of the passenger car within the meaning of this provision. The granting of permission to charge a mileage allowance shall not entail any service instruction to use the passenger car. Charging of a mileage allowance shall not entitle to any claims beyond such mileage allowance nor any liability on the part of the employer regarding any loss or damage arising from the use of the passenger car by the employee. If, however, the employee has been instructed to work so that the use of his/her private passenger car is a prerequisite, any claims regarding an accident-caused loss or damage to the employee's passenger cars under the ABGB and DNHG shall remain unaffected and shall not be excluded by the employment contract.

2. Amount

The amount of mileage allowance shall be determined in accordance with the following table:

The entitlement shall be:

Kilometres driven per calendar year:	1% of:
up to 10,000 km ……..	€ 37.60
from 10,001 km up to 15,000 km ..……...	€ 36.52
from 15,001 km up to 20,000 km …….	€ 35.43
from 20,001 km up …….	€ 33.61

However, from 1 July 2008 until and including 31 December 2010 the mileage allowance shall be (pursuant to Federal Law Gazette 86/2008 of 26 June 2008 in combination with Federal Law Gazette I 153/2009 of 30 December 2009):

Kilometres driven per calendar year:	**1% of:**
up to 10,000 km ……..	€ 42.00
from 10,001 km up to 15,000 km …….	€ 40.80
from 15,001 km up to 20,000 km …….	€ 39.60
from 20,001 km up …….	€ 37.55

These rates shall continue to apply after 1 February 2011.

The lower mileage allowance shall be due as of the moment the above limits are exceeded.
If the internal business year deviates from the calendar year, the mileage allowance may be calculated by the business year rather than the calendar year. Furthermore, other annual periods, e.g. as of the employee's entry, may be agreed internally.

3. Accounting and proof

The account for the mileage allowance shall be submitted in writing by way of a record of the kilometres driven. As requested by the employer, the employee shall prepare such account either after each drive or in given intervals.
A log shall be kept on kilometres driven which shall be handed over for accounting, either as requested or at the latest at the end of the calendar or business year or when the employee leaves the enterprise. The employer may request keeping a log even when a lump-sum allowance was agreed with the employee.
The employee shall prepare the account not later than one month after the date as agreed or instructed.

4. Special arrangements, works agreements, company regulations and favourability clause

These provisions shall not apply to employees who due to their service travel by their private passenger car (e.g. sales representatives, but not for assembly or construction works) and with whom another arrangement regarding cost reimbursement was or is agreed.
In addition, entitlements for all employee groups may be compensated, with due consultation of the works council, by other methods than provided in these provisions, e.g. by a lump-sum regulation.
Existing arrangements, works agreements and regulations that are more favourable for the employees shall remain effective and may continue to be entered in. This favourability clause shall be applied so that only the enterprise-wide regulation in its entirety is reviewed for its favourability.
To the extent that the travel expenses for travel between the place of residence or accommodation and the place or site of work is reimbursed, this item shall not be applicable. Such compensation shall continue to be governed by the previous provisions under the Collective Bargaining Agreement (Section 25: Reimbursement of travel expenses) and by internal regulations.

Section 24: Separation Allowance

1. Employees who can show proof of needing to keep a separate household because they are transferred by their employer from the previous permanent duty station to another permanent duty station or because a duty station different from their place of residence has been agreed upon their employment shall receive a separation allowance to reimburse them for the additional expenditure arising therefrom.

2. This separation allowance shall be granted only upon the employee's application and not earlier than the start of the calendar month during which the application is filed. Eligible shall be married employees, as well as those widowed, divorced and single employees who live permanently in the same household with relatives in the ascending and descending line, adoptive, step or foster parents, their own or non-related children and partner ("Meldezettel" official registration record) and who can prove that all or most of the finances for this derives from them. Sales representatives are not entitled to a separation allowance.
A separation allowance shall be due to employees who are not eligible under the above criteria but who are transferred to a new permanent duty station at a distance of more than 225 road kilometres away from such employee's previous place of residence.

3. The need of keeping separate households shall be deemed to be evidenced when the employee cannot be reasonably expected to travel from the duty station to his/her previous place of residence on a daily basis. The conditions at which daily home travel can still be reasonably expected may be agreed by a works agreement within the meaning of Section 29 ArbVG.

4. The separation allowance shall be paid at an amount of € 18.99 per calendar day. If the employee's household (principal place of residence) includes more than one person as named in Item 2 above, the separation allowance shall be paid at an amount of € 27.43 per calendar day.
This shall also apply to employees who received a separation allowance on 31 March 2003 (even though it was dormant). Such employees shall continue to be governed by the law applicable on 31 March 2003. When the entitlement to a separation allowance under the former law has finally ceased to apply, the entitlement shall be due on its merits in accordance with Items 1–3 combined with 5–6.

If the employer provides adequate accommodation free of charge, the rates shall be reduced by a quarter.
In the case of a transfer, the compensation for travel expenses pursuant to Section 21 above (domestic business trips) shall be due for the first 2 (two) weeks rather than the above rates.

5. No separation allowance shall be due:

a) during holidays;
b) during an illness when the employee returns home for nursing care, as of the day following departure;
c) during a hospital stay as of the day following admittance;
d) during a period of absence from work without valid excuse;
e) for periods for which compensation for travel expenses is charged;
f) for business trips to his/her permanent place of residence.

If accommodation costs must continue to be paid, the employee shall be entitled also in the above cases, with the exception of d), to 50% (fifty percent) of the separation allowance for the first 4 (four) weeks and 25% (twenty-five percent) of the separation allowance as of the 5th (fifth) week.

6. No separation allowance shall be paid:

a) when the employee is offered a home suited to his/her income and family situation located at the new place of work or so that s/he can be reasonably expected to travel home daily;
b) when the other criteria for payment of a separation allowance pursuant to the provisions of this paragraph are no longer valid;
c) when the employee for a period of more than 6 (six) months made no proper effort to obtain a home.

The employee shall be obliged to promptly inform the management of any change in the prerequisites for granting a separation allowance. Any illegally obtained separation allowance shall be paid back.
The separation allowance shall be paid together with the monthly wage/salary.

Section 25: Reimbursement of Travel Expenses: Compensation if no Means of Transport is Available between the Place of Residence and the Place of Work

1. Employees whose place of work (regardless of the location of their place of residence) is usually within a calendar month difficult to reach by public or internally provided transport or cannot be reached by public or internally provided transport within a reasonable time frame shall be paid a lump-sum compensation when the distance between the nearest stop of a means of public transport or internally provided transport and the place of work exceeds 3 km (three kilometres). The lump-sum compensation shall be due to an amount of 25% (twenty-five percent) of the official mileage allowance from the place of work to the employee's place of residence.

2. Employees who receive a reimbursement of travel expenses on 31 March 2003 (even when it is dormant) shall be entitled to such afterwards in accordance with the law (and thus to that amount) applicable up to 31 March 2003. The above provision shall enter into force for such employees only when the entitlement to reimbursement of travel expenses under the former law has ceased.

Section 26: Paid Holidays

1. Term of paid holidays in the case of fully continuous shift work

In departments operating on fully continuous and continuous shifts, paid holidays shall be made up of working days. Working days are those calendar days (with the exception of public holidays) during which work must be performed under the shift schedule.
Accordingly, any Sundays on which work is performed under the shift schedule shall be deemed to be working days and therefore count as holidays. On the other hand, shift-free working days shall not be deemed as working days and thus do not count as holidays. Night shifts shall also be counted as 1 (one) holiday only.
In the case of fully continuous shift work, an employee shall be entitled to 27 (twenty-seven) working days as paid holidays if s/he has been employed for less than 25 (twenty-five) years and to 33 (thirty-three) working days as paid holidays if s/he has been employed 25 (twenty-five) or more years.
Any working day regulations for fully continuous shift work agreed in a works agreement shall be adjusted analogously. Otherwise the provisions of the UrlG shall apply. To the extent that an internal regulation provides for paid holidays of 30 (thirty) working days for employees not on fully continuous shift operation after an employment period of 20 (twenty) to 25 (twenty-five) years, this regulation shall also apply *mutatis mutandis* for fully continuous shift work. In such case, employees working in fully continuous shifts shall be entitled to 29 (twenty-nine) working days of paid holidays.

2. Term of paid holidays (public holidays) for multi-shift operation

To the extent that, when Saturday and Sunday are as a rule work-free days, operational working days in non-multi-shift operation as well as in multi-shift operation are deemed to be paid holidays, the following regulation shall apply:
If a public holiday is due on a work-free Saturday, one paid holiday less is debited when 5 (five) other paid holidays have been consumed in such calendar week.

3. Additional paid holidays

For employees whose employment relationship started prior to 1 April 2003 the following regulation shall apply:
For employees who are paid a pension due to an accident at work or war invalidity, the term of paid holidays shall be increased by 3 (three) working days. This provision shall also apply to individuals of equal status under the provisions of the Opferfürsorgegesetz (Victims Assistance Act) and for disabled persons under the Behinderteneinstellungsgesetz (BehEinstG; Disabled Persons Employment Act) suffering a degree of disability of at least 50% (fifty percent).
Existing internal regulations shall remain valid and shall be credited.

4. Employees who have reached a higher level of paid holidays due to the crediting of secondary academic school periods pursuant to the legal situation from the collective bargaining agreement prior to 1 April 2003 shall remain entitled to such.

5. Calculation of holiday bonus

The holiday bonus shall be calculated *mutatis mutandis* as provided in Item 2.3 of Section 27 below.

Section 27: Remuneration on Prevention of Work

1. For employees governed by the AngG the following shall apply:

Employment periods served as a blue-collar worker (not as an apprentice) immediately prior to acceptance as a white-collar worker shall be credited for assessing the duration of the entitlement to sickness benefit pursuant to Paras 1 and 2 of Section 8 AngG.

2. For employees who are not governed by the AngG the following shall apply:

2.1 If an employee is prevented from rendering his/her work due to an illness (accident) without having intentionally or by gross negligence caused such prevention, s/he shall retain his/her entitlement to the remuneration under the provisions of the EFZG (Entgeltfortzahlungsgesetz; Act Governing Continued Payment of Remuneration). The legal entitlement shall be based on the calendar year (Para 8 of Section 2 EFZG). The respective legal entitlement for the year of entry and the years governing the amount of entitlement shall be regulated in works agreements.

2.2 For employees whose employment relationship commenced prior to 1 April 2003, the following regulation shall apply:
After 2 (two) years of uninterrupted employment with the enterprise, service periods spent in the petroleum industry sector (in pertinent oil enterprises), provided that they lasted for 6 (six) months and were not terminated by dismissal at fault or advanced quitting without cause, shall be credited for the amount of sickness benefit up to a maximum of 5 (five) years.

2.3 The remuneration pursuant to the EFZG shall be calculated as follows:

a) The monthly wage shall continue to be paid during the time of prevention of work.
b) Other regular parts of the remuneration (except for any kind of reimbursement of expenses) shall be included as an average of the last 3 (three) full calendar months prior to the start of the prevention of work. Periods without or with a reduced entitlement to remuneration shall be excluded for the calculation of the average; if these exceed 1 (one) month, the period of average calculation shall be extended accordingly. Once-only and special payments shall not be reduced due to the prevention of work.

2.4 In addition to the duration of the entitlement pursuant to the EFZG as amended in Federal Law Gazette I 44/2000, employees shall be entitled to a sickness benefit supplement under the Collective Bargaining Agreement subject to the prerequisites of Paras 1, 2, 4 of Section 2 and Section 4 EFZG. This shall be due for each working year (calendar year) subject to the duration of the employment relationship a follows:

up to 5 years ……. for 5 weeks
from 5 years …….. for 7 weeks
from 15 years …… for 9 weeks
from 25 years …… for 11 weeks

beyond the respective duration under the EFZG.

This supplement shall be due at an amount corresponding to the difference between the remuneration before taxes (reduced by the employee contributions payable to the health insurance organisation when the full remuneration is paid) and the full sickness benefit, even when the employee receives no or only reduced sickness benefits from the health insurance scheme.
A works agreement may determine deviating but equivalent methods of calculation.
For calculating the remuneration, the definition of “Entgelt” (remuneration) used by the EFZG combined with the General Collective Bargaining Agreement shall apply. In calculating the

sickness benefit supplement, the sickness benefit paid for work-free days shall be credited as well. The supplement shall, however, not exceed 49% (forty-nine percent) of the full remuneration within the meaning of the EFZG. If the first 3 (three) days of an illness occur during the period of entitlement to a sickness benefit supplement and if no sickness benefit is paid pursuant to Para 1 of Section 138 ASVG, the employee shall be entitled to continued payment of his/her full remuneration.

Section 28: Entitlement to Remuneration in the Case of an Accident at Work or an Occupational Disease (Applies Only to Employees not Governed by the AngG)

1. This entitlement is regulated in Paras 5 to 7 of Section 2 EFZG and shall also be based on the calendar year. For a prevention from work due to an accident at work or occupational disease within the meaning of Para 5 of Section 2 EFZG, employees are entitled to a sickness benefit supplement under the Collective Bargaining Agreement. This supplement shall be due per working year (calendar year) subject to the duration of the employment relationship as follows:

up to 15 years ……for 6 weeks
from 15 years ……..for 8 weeks

beyond the duration of the entitlement under the EFZG as amended in Federal Law Gazette I 44/2000. The amount of the sickness benefit supplement shall be calculated as provided in Item 2.4 of Section 27.
Once this entitlement has been exhausted, the employee shall be entitled to a sickness benefit supplement as regulated in Item 2.4 of Section 27 even in the case of accidents at work (occupational disease) to the extent that it has not yet been exhausted. It may be consumed directly after the sickness benefit supplement regulated in this Item.

2. Irrespective of this ongoing entitlement, in the event of a fatal accident at work not caused intentionally or by gross negligence on the part of the employee, survivors whose maintenance was such employee's statutory obligation shall be paid a compensation for such accident amounting to 3 (three) monthly remunerations.

3. If the accident results in an incapacity to work of at least 50% within the meaning of the statutory provisions, the employee shall be paid a compensation for such accident amounting to 2 (two) monthly remunerations. A fatal outcome shall be equivalent to full incapacity to work.

4. The monthly remuneration shall be calculated in accordance with the provisions of Item 2.3 of Section 27 with the exception of once-only and special payments.

5. Item 2.2 of Section 27 shall apply *mutatis mutandis*.

Section 29: Stays at Spas and Rest Homes

Stays at spas or rest homes granted by the statutory social insurance organisation shall be treated as cases of illness provided that the employee furnishes a confirmation by the health insurance organisation about his/her incapacity to work during such period. Such periods shall not be credited to the recreational holidays to be granted under the law.

Section 30: Time Off During Prevention of Work

Upon occurrence of any of the following family matters, provided it is notified and proof is subsequently furnished, each employee shall be granted time off as follows without any reduction of his/her monthly remuneration:

a)	on the occasion of moving house if the employee keeps a household on his/her own, per working year ……..	1 working day
b)	on the occasion of the employee's own marriage at the registrar's office	2 working days
c)	on the occasion of the marriage at the registrar's office of siblings, children or grandchildren (not, however, if such ceremony occurs on the employee's work-free day) ……..	1 working day
d)	on the occasion of the wife's or partner's giving birth …….	2 working days
e)	on the occasion of the spouse's death, or of the partner's death if s/he lived in a joint household with the employee; also at the death of a child who lived in a joint household with the employee ……..	3 working days
f)	on the occasion of the death of a parent ……..	2 working days
g)	on the occasion of the death of a child that did not live in a joint household with the employee; also at the death of grandchildren, siblings, or a parent-in-law or grandparent ……..	1 working day

Employees who are not governed by the AngG shall furthermore retain title to the remuneration if they are prevented, for no fault of theirs, from rendering their work for a relatively short period for other major causes related to their person. This shall apply, without limitations, to visits with doctors, dentists or ambulatories, business with government or court authorities if this cannot be settled outside working hours, and the first sitting for a driver's licence test (except for tests to obtain a category A licence). No remuneration shall be paid if the employee is fully refunded under public law.

Section 31: Obligation to Furnish Proof of Work Prevention

Employees shall not be obliged to furnish proof of work prevention for a period of up to 3 (three) days or for periods of absence due to visiting a doctor, handling business with government authorities, etc., except that such proof is requested by the employer on a justified case-to-case basis.

Section 32: Preparation for Examinations

1. If so requested by him/her, the employee shall be granted unpaid time off (always providing that such employee is continuously employed within the meaning of labour and social insurance law) of a total amount of up to 2 (two) weeks per calendar year in order to prepare for examinations within the scope of a pertinent further education/training at a secondary or tertiary vocational school, university of applied sciences or university proper, including any university qualifying examination which may be necessary under the Studienberechtigungsgesetz (StudBerG; University Qualifying Act; Federal Law Gazette I 1995/292 as amended). The same shall apply for preparations for the Berufsreifeprüfung (university qualifying examination for employees). Consumption of such time off shall be agreed with the employer. If no agreement can be achieved, the arbitration regulations of the

UrlG (Section 4) shall apply *mutatis mutandis*. Such periods shall not constitute an interruption of the employment relationship.

2. If so requested by him/her, the employee shall be granted time off of a total amount of up to one week, with continued payment of his/her remuneration, to prepare for the first sitting of a final examination that concludes the training or a major segment of training (e.g. partial examination for the diploma examination, annual final examination, master examination, vocational graduation examination/vocational examination qualifying for university) within the scope of a pertinent further education/training at a secondary or tertiary vocational school, university of applied sciences or university proper, including any university qualifying examination which may be necessary under the StudBerG (Federal Law Gazette I 1995/292 as amended) or a master or work master examination. As to consumption of such time off, Item 1 shall apply *mutatis mutandis*.

3. Per calendar year, the entitlement shall be due for a maximum of:

– 1 (one) week of paid time off pursuant to Item 2 and 1 (one) week of unpaid time off pursuant to Item 1, or
– 2 weeks of unpaid time off pursuant to Item 1.

4. For examinations which are necessary in an internal context as well as obligatory under the law, the employee shall be entitled to the requisite time off on the day of such examination, with continued payment of his/her remuneration.

5. College-trained (HTL) engineers who get qualified as Dipl.-HTL engineer under the provisions of Sections 16 ff Ingenieursgesetz (Act Governing Engineering Professions) as amended in Federal Law Gazette 512/94, always providing this is of interest to the enterprise, shall be entitled to paid time off of a total of up to one week in connection with preparing and sitting for the examination and for the requisite official business. Consumption of such entitlement shall be notified in good time.

Section 33: Work Clothes and Personal Protective Clothing

Employees whose work causes damage to their apparel shall be provided with the necessary work clothes at the expense of the enterprise. Special operational lists shall be drawn up by consultation with the works council to specify which employees can assert such entitlement for which time periods and which clothes.

Section 34: Expiry of Entitlements/Waivers

1. The lapse and expiry of all entitlements between employers and employees shall be exclusively governed by the statutory provisions. Any claim for the repayment of wrongly paid remunerations shall be similarly subject to the 3 (three) year statute of limitation.

2. In derogation thereof,–
a) allowances for overtime, Sundays and public holidays,
b) supplements,
c) compensations for travel expenses and local travel reimbursements
shall be asserted with the employer orally or in writing within 6 (six) months of their due date or of their becoming known, failing which they shall expire; this shall not apply to the extent that they are part of non-discrimination claims within the meaning of the GlBG.

3. The due date shall be the day of payment for such salary/wage period during which the entitlement arose.

4. If entitlements as provided in Item 2 are asserted in good time, the statutory 3 (three) year period of limitation shall remain valid.

5. If the employee waives his/her entitlements upon termination of the employment relationship, such waiver may be effectively revoked by him/her in writing within 5 (five) working days of handing over the final account.

Section 35: Favourability Clause

Any existing works agreement that are more favourable to the employee than this Collective Bargaining Agreement shall remain unaffected.

Section 36: Settlement of Overall Disputes

Before applying to the Labour and Social Security Tribunal, an attempt to settle any overall disputes between the parties to this Collective Bargaining Agreement which may arise from the interpretation of this Collective Bargaining Agreement shall first be made by a committee made up of 3 (three) representatives each of the contracting organisations to the Agreement, the members of which shall preferably be appointed from the persons who had been involved in the negotiations on this Collective Bargaining Agreement.

Section 37: Transitional Provisions

1. Employees whose employment relationship commenced prior to 1 April 2003 shall be paid, in compensation for the elimination of St. Barbara's Day (4 December), € 1,300.00 each on 1 December 2003 and 1 September 2004, provided that their employment relationship is still valid on the respective date.

2. For employees who are governed by the AngG and whose employment relationship commenced prior to 1 April 2003 (except those employees who were re-assigned to the table of Item 1 of Section 10 of the Collective Bargaining Agreement in the version of 1 February 2007 ("New Collective Bargaining Agreement" Table) by 30 June 2007, the following regulation shall apply:

3. Transitional table ("Old Collective Bargaining Agreement")

3.1 Minimum salaries under the Collective Bargaining Agreement:

Minimum salaries under the Collective Bargaining Agreement
for employees of the petroleum industry
valid as of 1 February 2015

Service category	Service category 1	Service category 2	Service category 3	Service category 4	Service category 5	Service category 6

years						
	Two-yearly increment	Two-yearly increment	Two-yearly increment	Two-yearly increment	Two-yearly increment	Two-yearly increment
€	84.75	108.64	149.75	206.46	281.90	471.17
0-2	1,792.67	1,936.78	2,479.90	3,327.91	4,503.80	6,672.54
2	1,877.42	2,045.42	2,629.65	3,534.37	4,785.70	7,143.71
4	1,962.17	2,154.06	2,779.40	3,740.83	5,067.60	7,614.88
6	2,046.92	2,262.70	2,929.15	3,947.29	5,349.50	8,086.05
8	2.131.67	2,371.34	3,078.90	4,153.75	5,631.40	8,557.22
10	2,216.42	2,479.98	3,228.65	4,360.21	5,913.30	9,028.39
12	2,301.17	2,588.62	3,378.40	4,566.67	6,195.20	
14	2,385.92	2,697.26	3,528.15	4,773.13	6,477.10	
16	2,470.67	2,805.90	3,677.90	4,979.59	6,759.00	
18	2,555.42	2,914.54	3,827.65	5,186.05	7,040.90	

3.2 Re-assignment in two stages

3.2.1 If, based on the service category description for the employees of the petroleum industry (Schedule 5), an employee is entitled to be re-assigned to a higher service category, the following procedure shall apply:
At the time of re-assignment, the salary table of Item 3.1 of Section 37 (“Old Collective Bargaining Agreement”) shall first be used.
When a re-assignment is made:–

to service categories II and III	1.5,
to service category IV	1.25,
to service category V	1, and
to service category VI	0.25

two-yearly increments of the new service category from this “Old Collective Bargaining Agreement” salary table shall be paid in addition to the minimum (actual) salary.

3.2.2 Upon the date of re-assignment, a changeover shall be carried out pursuant to the changeover provisions (see changeover table of Item 3.1 of Section 38), where first a check is made whether the first listed employment category applies to the assignment and the employee is assigned to the second employment category only if the criteria for this category are met. As of this date, the salary table of Item 1 of Section 10 (“New New Collective Bargaining Agreement) shall be applied, although future time-based advancements – both in terms of amount and remaining number (maximum 5 advancements) – shall be calculated in line with the relevant advancement stage of the service category pursuant to the former “New Collective Bargaining Agreement” table (the amount in euros of these advancement values results from Item 3.2 of Section 38) at the date of re-assignment. This provision shall apply until 30 June 2018 (maximum 5 advancements pursuant to the “New Collective Bargaining Agreement” table).

3.2.3 The current re-assignment regulations pursuant to Schedule 5 (Item 1.10 of Section 9 and Section 11) shall remain effective.

3.2.4 For part-time employees, Item 2 of Section 13 shall apply analogously.

Section 38: Provisions for Changeover to the Table of Section 10

1. Application of the changeover provisions

These changeover provisions shall apply to:

– employees who are not governed by the AngG at the date this Collective Bargaining Agreement ("New New Collective Bargaining Agreement") enters into force;
– employees who are governed by the AngG and who, at the date this Collective Bargaining Agreement ("New New Collective Bargaining Agreement") enters into force, are not governed by the Minimum Collective Bargaining Agreement table (Old Collective Bargaining Agreement) of Item 3.1 of Section.

2. Changeover for employees who are not governed by the AngG:

Employees whose employment relationship commenced prior to 1 July 2007 shall be assigned to the employment categories of Item 2 of Section 9.
To this end, the following changeover table shall be used which compares the previous wage and activity categories to the new employment categories.

Wage/activity category (Blue-collar workers "Old + New Collective Bargaining Agreement")	Employment categories "New New Collective Bargaining Agreement"
II / G	A
III / F	B
IV / E	C
V/ D	D
VI / C	E
VII / B	F
VIII / A	G

For employees who at the date this Collective Bargaining Agreement ("New New Collective Bargaining Agreement") enters into force are paid a service time supplement or similar entitlement due to their years of employment, the following shall apply:
Upon changeover, the service time supplement due on 30 June 2007 shall be included in the monthly (actual) wage. A comparison shall be made whether the relevant minimum wage in the employment group is achieved in calculating the advancement level using the principles listed hereinafter. If this is not the case, the wage must be upped to achieve at least this level.
For each employee, the sum of the service time supplement still to be expected must be calculated on a monthly basis, using the internal regulations applicable to such employee. The employee shall be assigned to such advancement level as ensures that the sum of advancement values of the relevant employment category makes up at least the sum still to be expected from the unsettled service time supplement. Any outstanding advancement values shall be granted to the full amount.
In enterprises where the service time supplement is paid once a year, the time at which the service time supplement is added to the monthly (actual) wage may be different, to be regulated by a works agreement, but such addition shall be made by 30 June 2008 at the latest. The time of changeover shall not be affected thereby.
Employees who at the date this Collective Bargaining Agreement ("New New Collective Bargaining Agreement") enters into force do not have any unsettled service time supplement development shall be assigned to the employment category level "after 11 years" of the corresponding employment category. If this does not suffice to achieve the minimum wage, the wage must be upped to achieve at least this level.

Employees who do not yet receive a service time supplement at the date this Collective Bargaining Agreement ("New New Collective Bargaining Agreement") enters into force shall be assigned to the basic level.
Employees who work in enterprises without any service time supplement system at the date this Collective Bargaining Agreement ("New New Collective Bargaining Agreement") enters into force shall be assigned to the relevant advancement level in accordance with their actual wage. The highest possible assignment in any given employment category shall be possible, at most, at the advancement level "after six employment category years".
The actual wage shall remain unchanged (except in those cases where the monthly (actual) wage plus service time supplement does not reach the new minimum monthly wage).
The first advancement to the next higher advancement level shall be by 1 July 2009 at the latest (or at the three-yearly increment in 2010). A derogation from this date shall be possible by a works agreement in favour of the employees.
In the case of a dispute, either party may request arbitration proceedings within the meaning of Section 36.
For part-time employees, Item 2 of Section 13 shall apply analogously.

3. Employees (white-collar workers) whose employment relationship is not governed by Item 3.1 of Section 37 ("Old Collective Bargaining Agreement") at the date this Collective Bargaining Agreement ("New New Collective Bargaining Agreement") enters into force:

For all white-collar workers who on 30 June 2007 are governed by the minimum salary table of Item 10 of Section 10 in the version of 1 February 2007 ("New Collective Bargaining Agreement"), the following regulations shall apply:
White-collar workers shall be assigned in line with their activities to the employment categories of Item 2 of Section 9. To this end the following changeover table shall be used which compares the previous service categories to the new employment categories.

3.1 Assignment to employment category

Service categories "New Collective Bargaining Agreement"	Employment categories "New New Collective Bargaining Agreement"
I	B
II	C or D
III	E or F
IV	G or H
V	I or J
VI	K

The date of advancement and the assignment to the advancement level shall remain unchanged. This changeover shall be made by 31 January 2008 at the latest, in enterprises with a works council together with such works council. In the case of a dispute, either party may request arbitration proceedings pursuant to Section 36.
The actual salary shall remain unchanged in all cases, except for such actual remunerations which due to the changeover are below the new minimum basic salary pursuant to Section 10 of this Collective Bargaining Agreement ("New New Collective Bargaining Agreement"). If the minimum salary is not reached, the salary must be upped to achieve at least this level.

3.2 Retention of unclaimed two-yearly increments of the original service category of the minimum salary table of Item 1 of Section 10 of the Collective Bargaining Agreement for white-collar workers in the version of 1 February 2007 ("New Collective Bargaining Agreement"):
Employees who at the time of changeover were still entitled to unclaimed two-yearly increments in the original service category pursuant to the minimum salary table of Item 1 of

Section 10 of the Collective Bargaining Agreement for white-collar workers in the version of 1 February 2007 (“New Collective Bargaining Agreement”) shall retain these in terms of both number and amount and such claims shall be adjusted together with an increase, if any, under the Collective Bargaining Agreement (see the following table).
For parttime workers, Item 2 of Section 13 shall apply analogously.
This shall also apply when the employee, after changeover to this Collective Bargaining Agreement (“New New Collective Bargaining Agreement”), is re-assigned to the next higher employment category. This provision shall apply up to 30 June 2018 (maximum 5 advancements).
The amount of the two-yearly increments of the original service categories of the minimum salary table of Item 1 of Section 10 of the Collective Bargaining Agreement for white-collar workers (“New Collective Bargaining Agreement”) in the version of 1 February 2015 shall be:

Service category I	€ 74.12
Service category II	€ 88.09
Service category III	€ 117.45
Service category IV	€ 153.77
Service category V	€ 212.50
Service category VI	€ 451.50

SCHEDULE 1:

Gas Connect Austria GmbH, Floridotower, Floridsdorfer Hauptstraße 1, 1210 Wien
OMV Power International GmbH, Trabrennstraße 6-8, 1020 Wien
Central European Gas Hub GmbH, Floridotower, Floridsdorfer Hauptstraße 1, 1210 Wien
Baumgarten-Oberkappel Gasleitungsgesellschaft m.b.H., Floridotower, Floridsdorfer Hauptstraße 1, 1210 Wien
AGGM Austrian Gas Grid Management AG, Floridotower, Floridsdorfer Hauptstraße 1, 1210 Wien
OMV Insurance Broker GmbH, Trabrennstraße 6-8, 1020 Wien
OMV Gas & Power GmbH, Trabrennstraße 6-8, 1020 Wien
AIRCRAFT REFUELLING Company GmbH, Trabrennstraße 6-8, 1020 Wien
Viva International GmbH, Trabrennstraße 6-8, 1020 Wien
OMV Knowledge-Management GmbH (formerly OMV Future Energy Fund GmbH), Trabrennstraße 6-8, 1020 Wien
OMV Gas Storage GmbH, Trabrennstraße 6-8, 1020 Wien
OMV Trading GmbH, Trabrennstraße 6-8, 1020 Wien
RAG ENERGY STORAGE GmbH, Canovagasse 5, 1010 Wien

SCHEDULE 1a:
WAGES AND SALARY AGREEMENT OF 2015

1. The wages and salaries under the Collective Bargaining Agreement shall be increased by 2.0% (two point zero percent) effective as of 1 February 2015; the advancement amounts shall be incrased by 1.5% (one point five percent).

2. The **actual salaries** and **monthly wages** shall be increased by 2.0% (two point zero percent) effective as of 1 February 2015. Employees who join an enterprise after 31 January 2015 shall not be entitled to this rise of their actual salaries/wages.

3. Lump-sum overtime remuneration shall be increased by the same percentage rate as that by which the monthly wages/salary under Items 1 to 2 above are raised.

4. Apprentice remuneration rates shall be adjusted by 2.0% (two point zero percent).
The **separation allowance** and **supplements** shall be adjusted by 2.0% (two point zero percent).

Moreover, in the Collective Bargaining Agreement of 22 January 2015 **travel cost reimbursement and reimbursement of expenses** as per Items 5 and 23 of Section 21 shall be raised by 1.4% (one point four percent) as of 1 February 2015.

SCHEDULE 2:
RECOMMENDATION CONCERNING OVERTIME ON SATURDAYS

Based on the discussions held with the trade unions, the Fachverband recommends that its members pay, within the scope of a five-day week, an allowance of 100% (hundred percent) for overtime worked on an otherwise work-free Saturday as of the first hour.

SCHEDULE 3:
PROTOCOLS

Protocol on the Collective Bargaining Agreement of 21 January 2004

1. Joint statement on training and further education/training

The parties to the Collective Bargaining Agreement emphasise the importance of measures of training and further education/training by enterprises and employees. They recommend promoting the educational interests of employees and to the extent possible take account of such internally. They stress that the non-discriminating inclusion of women in particular in measures of training and further education/training is an important joint concern. It is of similar importance to contribute to an improvement of the employability of older employees through timely skills acquisition.

2. Study on training and further education/training

The parties to the Collective Bargaining Agreement agree to commission an external study on the training and further education/training in the petroleum industry for analysis and evaluation, where the Fachverband der Mineralölindustrie will bear the requisite cost and where results are to be furnished by 30 September 2004.

3. On Section 7 on part-time schemes for older workers

The parties to the Collective Bargaining Agreement agree to promptly enter into negotiations on the new regulation of Section 7 when the statutory provisions concerning part-time schemes for older workers are amended.

4. Consideration of early retirement models under the Collective Bargaining Agreement

In view of changes in the statutory provisions governing old-age pensions the parties to the Collective Bargaining Agreement for the iron and metal industry agreed on 20 October 2003 to discuss the resulting issues for employees and enterprises and, if possible, to develop suitable models under the Collective Bargaining Agreement. The parties to the Collective Bargaining Agreement will make efforts to contribute to this and/or be guided by the results.

5. Continuous night shift workers

The parties to the Collective Bargaining Agreement agree to find, within a working group and by December 2004 at the latest, regulations which will alleviate or eliminate the physical and mental burdens arising from night shift work.
In particular efforts will be made to prevent the occurrence of injuries to the health of shift workers by way of health-promoting measures. Furthermore, the parties to the Collective Bargaining Agreement aim to create new life work time models for shift workers.

6. Uniform remuneration scheme

The parties to the Collective Bargaining Agreement aim to finalise, by 30 September 2004, a uniform structure of wage, activity and service categories on the basis of the salary table for employees under the “New Collective Bargaining Agreement”.

7. Severance pay

The provisions of this Collective Bargaining Agreement which concern severance pay and which were in existence on 1 July 2002 apply to employees governed by the BMVG only to the extent that they were not rendered ineffective for such employees by the BMVG. The same applies *mutatis mutandis* for the regulations adopted since.

Protocol on the Collective Bargaining Agreement of 19 January 2005

a) It is agreed to introduce the uniform remuneration scheme for blue-collar and white-collar workers in line with the "New New Collective Bargaining Agreement Table" agreed in the negotiations.
This table also applies to white-collar workers who joined the Collective Bargaining Agreement for white-collar workers of the member companies of the Fachverband der Mineralölindustrie as of 1 April 2003. The aim is to agree on a transition regulation by 30 April 2005.
This table also applies to blue-collar workers joined as of 1 July 2003. By this, the internally regulated service time supplements become ineffective.
The aim is also to agree, by 30 April 2005 at the latest, on the description for employment categories based on the "New New Collective Bargaining Agreement Table" where the employment category scheme of the iron and metal industry is used as a basis. It is understood that employees with a completed vocational training (apprenticeship completion examination) and without any pertinent experience are assigned to employment category D and re-assigned to employment category E after one year. It is also understood that the possibly higher assignment, due to this description, of white-collar workers who joined the Collective Bargaining Agreement for white-collar workers of the member enterprises of the Fachverband der Mineralölindustrie Österreichs between 1 April 2003 and the entry into force of the "New New Collective Bargaining Agreement Table" will have the effect that they remain in the same employment category year as before.

b) Regarding domestic business trips (Section 21) the aim is to agree, by 30 April 2005, on a uniform regulation for blue-collar and white-collar workers, where the proposal by the Fachverband submitted on 19 January 2005 will serve as a basis.

c) In view of the fact that the three collective bargaining agreements contain different regulations on allowances (supplements for dirty, hazardous and unpleasant work) the aim is again to achieve a uniform regulation by 30 April 2005. The trade union will furnish, by 31 March 2005, a proposal adequate for the current catalogue of allowances, and the Fachverband will comment on it within one month. The aim is again to achieve a uniform regulation.

d) Regarding Aircraft Refuelling Company GmbH, the Fachverband promises to investigate whether this may be accepted in Schedule 1 (subsidiary), and if so as of the entry into force of the collective bargaining agreement listed at e).
Regarding Proterra GmbH, the Fachverband, upon consultation with and consent by this company, promises to accept it in Schedule 1 effective as of 1 February 2005.

e) Once all three collective bargaining agreements have been fully harmonised (domestic business trips, allowances, employment category descriptions, etc.), only one collective bargaining agreement, named "Collective Bargaining Agreement for Employees of the Austrian Petroleum Industry" will apply and it will enter into force within two months of full harmonisation.

Protocol on the Collective Bargaining Agreement of 19 January 2006

In the runup, the parties to the Collective Bargaining Agreement agreed in working groups negotiations up to 22 December 2005 on the following items (subject to overall agreement):

– description of employment categories A–K,

– domestic business trips,
– supplements for dirty, hazardous and unpleasant work,
– supplements for foremen/-women,
– supplements for substitutes.

It is noted that in accordance with previous protocols negotiations will be continued in a small working group on the subject of the “New New Collective Bargaining Agreement” in March 2006; a conclusion is envisaged by 30 April 2006.
Upon conclusion of the said negotiations, discussions will be held to develop an early retirement model under the Collective Bargaining Agreement.

Protocol on the Collective Bargaining Agreement of 10 January 2007

The parties to the Collective Bargaining Agreement agree to discuss models of older-age-friendly working hours in a working group.
As to the requests made regarding the NSchG (Act Governing Heavy Work at Night), discussions are held with the contribution of the Fachverband at the level of the Economic Chamber.
Regarding the “New New Collective Bargaining Agreement”, the parties to the Collective Bargaining Agreement agreed on a “New New Collective Bargaining Agreement” Table and on the benchmarks and procedure.
It is agreed that the wage and salary part of the Collective Bargaining Agreement will be valid until 31 January 2008; except for Item 5 and 6 of Section 21 Compensation for Travel Expenses (which will be valid until 31 January 2010).

Comment on Section 21 of the Protocol of 29 January 2007:

The parties to the Collective Bargaining Agreement agree to redefine the concept of a business trip (Dienstreise) in the event that the statutory provisions governing the reimbursement of business trips and the definition of business trips should be changed. The rate pursuant to Item 5 and 6 of Section 21, applicable uniformly to all employment categories, is frozen for 2 (two) years and will thus not be raised before 31 January 2010.

Comment on the substitute supplement for blue-collar workers under the Collective Bargaining Agreement for the petroleum processing industry of the Protocol of 29 January 2007:

The substitute supplement pursuant to Item 3 of Section 10 of the Collective Bargaining Agreement for blue-collar workers in petroleum processing is eliminated as of the date the “New New Collective Bargaining Agreement” enters into force and will in future be regulated by a works agreement for employees not governed by the AngG and employed in the petroleum processing industry. In derogation of the applicable regulation for calculation, the substitute supplement will in future be at least 10% (ten percent) of the monthly (actual) wage of such employee as acts as substitute.

Comment on the Protocol of 24 January 2008:

The parties to the Collective Bargaining Agreement confirm the importance of continued in-house training and agree to intensify discussions on this subject.
The parties to the Collective Bargaining Agreement agree that principles regarding eligibility for part-time employment under the MSchG and VKG of an extent beyond what is stipulated

by law may be regulated in works agreements or, in a company without a works council, by individual agreements.

With regard to in-house part-time schemes for older workers disadvantages from night work shall be given special consideration.

Comment on the Protocol for the Collective Bargaining Agreement of 21 January 2009:

Working groups:

a) The parties to the Collective Bargaining Agreement agree to examine, within the scope of a working group, until 30 April 2009 whether and to what exent workers in partly continuous shift work labour under a burden similar to that in fully continuous shift work models. The working group shall, with a view to finding solutions, examine, define and negotiate the potential inclusion of the 36-hour scheme.

b) The parties to the Collective Bargaining Agreement agree to hold, within the scope of a working group, discussions/negotiations on early retirement models and the requisite adjustments to the Collective Bargaining Agreement (savings schemes, OMV pilot scheme).

c) The parties to the Collective Bargaining Agreement furthermore agree that the Association will analyse existing education and training schemes in the petroleum industry and describe them in a structural summary by 30 November 2009 at the latest. This summary shall serve as an underpinning for next year's collective bargaining round with regard to negotiating a regulation regarding educational leave.

Comment on the Protocol for the Collective Bargaining Agreement of 20 January 2010:

Substitute supplements for salaried employees:
The parties to the Collective Bargaining Agreement agree that there will be within the operations of the member companies an assessment of the actual situation of staff acting as skilled substitutes for at least one continuous week who have full decision-making competence in specialist, staff and management decisions. This assessment is to take at least six months, starting as of March 2010, to be followed by the introduction of such a substitute supplement if indicated at company level.

Supplement for dirty, hazardous and unpleasant work payable to salaried employees:
The parties to the Collective Bargaining Agreement agree that there will be within the operations of the member companies an assessment of cases of work which qualifies as dirty, hazardous and unpleasant and is actually carried out by salaried employees. This assessment is to take at least six months, starting as of March 2010, to be followed by the introduction of such a supplement for dirty, hazardous and unpleasant work payable to salaried employees if indicated at company level.

Furthermore, an increase is agreed of the travel cost reimbursement and reimbursement of expenses pursuant to Item 5 of Section 21 and Item 23 of Section 21 as of 1 February 2011 as follows:
Half the difference between the monthly values for January 2010 to December 2010 (average) published by Statistik Austria and the actual rise in wages/salaries pursuant to the Protocol for the Collective Bargaining Agreement 2011 is to be computed. This value, combined with the average of the monthly values of the Consumer Price Index, shall make up the percentage increase of the travel cost reimbursement and reimbursement of expenses as of 1 February 2011.

Comment on the Protocol for the Collective Bargaining Agreement of 20 January 2011:

The Collective Bargaining Agreement of 20 January 2010 also agreed to raise the **travel cost reimbursement and reimbursement of expenses**, Items 5 and 23 of Section 21 as of 1 February 2011 as follows:

Half the difference between the annual Consumer Price Index for 2010 published by Statistik Austria and the actual increase of wages/salaries as per the 2011 Protocol shall be computed. If the annual value should not yet have been published by the time the Collective Bargaining Agreement for 2011 is signed, then the 12 monthly values of 2010 shall be used to calculate the statistical average. This value shall be used jointly with the annual Consumer Price Index for 2010 (or monthly averages) to obtain the percentage by which the travel cost reimbursement and reimbursement of expenses shall be raised as of 1 February 2011.
According to Statistik Austria, the Consumer Price Index for 2010 was calculated at 1.9% so that the amounts shall be raised by 2.2%.

Interns
The parties to the Collective Bargaining Agreement agree that a working group be set up in order to identify the internships required and actually served in the operations of the member companies, with a view to reflect this in the Collective Bargaining Agreement if so required.

Note on Item 6.1, 6.2, 6.3 and 6.5 of Section 6, and on Item 16 of Section 21
The parties to the Collective Bargaining Agreement note that, with the exceptions of the modifications listed in these items, no further claims for remuneration shall be established in connection with all-in agreements.

Additional Protocol of 12 April 2011 on the Signing of the Collective Bargaining Agreement of 20 January 2011:

Addition to Item 5.5 of the Protocol to the Collective Bargaining Agreement

Item 6 of Section 6: Overtime allowances
The following sentence shall be added to Item 6.6:

In the case of lump-sum remuneration agreements (all-in agreements), the calculation basis (definition of remuneration within the meaning of Section 10 AZG) for overtime remunerated by an allowance of more than 50% (fifty percent) as per 6.1, 6.2, 6.3 and 6.5 above shall be specified in a works agreement (or an individual agreement in operations that do not have a works council) in derogation of Item 6.6.

Date of validity
It is agreed that this clause of the Collective Bargaining Agreement shall be applicable as of 1 February 2011.

Comment on the Protocol for the Collective Bargaining Agreement of 26 January 2012:

Interns:
The parties to the Collective Bargaining Agreement agree to continue their talks with a view to implementation within the Collective Bargaining Agreement.

Anniversary allowance:
The parties to the Collective Bargaining Agreement agree to hold talks regarding the possible redesign of the anniversary allowance.

Additional holidays for workers in stressful work:
The parties to the Collective Bargaining Agreement agree to discuss this subject in a working group.

Comment on the Protocol for the Collective Bargaining Agreement of 23 January 2013

The parties to the Collective Bargaining Agreement agree:–

a) to examine, in an analysis by a working group, whether and to what extent employees are affected by performance checks vis-à-vis providers external to their company.
b) The Association undertakes to appeal to its member companies to arrive at an internal solution to problems of understanding with regard to the interpretation of all-in agreements by 30 June 2013. In the event that no internal agreement should be reached by that date the parties to the Collective Bargaining Agreement will enter into talks with a view to arriving at a solution.

Comment on the Protocol for the Collective Bargaining Agreement of 23 January 2013, ad Item 1.1 of Section 9

The categorisation to be made by the employer shall be performed "with a contribution of the works council". This means that categorisation at the start of the employment relationship (which is of relevance for the minimum wages, etc.) is the duty of the employer, which employer must offer the works council an opportunity to contribute. In actual practice this means that the works council must be informed of the categorisation intended by the employer and be given an opportunity to furnish its opinion and/or request consultation with the employer and submit its proposal. The works council does not have a veto right. Even if no agreement is reached with the works council, the employer must still make the categorisation and note it in the "Dienstzettel".

Comment on the Protocol for the Collective Bargaining Agreement of 21 January 2014

The comment on the Protocol for the Collective Bargaining Agreement of 20 January 2011 regarding the increase of travel costs and reimbursement of expenses pursuant to Items 5 and 23 of Section 21 shall continue to apply as of 1 February 2014 *mutatis mutandis* for the years to come.

Working groups:

a) A working group shall be established to discuss the following issues:
   - reduction of working hours for employees carrying out stressful work (working hours over the entire working life),
   - improvements of the anniversary bonus,
   - leisure option (to replace an actual wage/salary increase) in future collective bargaining agreements.

   These items are to be considered with a view to creating a model to set aside leisure periods for consumption before retiring on an old-age pension.
b) A working group shall be established to discuss options for the transition of employees of category years 18 (old collective bargaining agreement) to the corresponding employment category (new new collective bargaining agreement).
c) Moreover, a working group is to be established by the end of February to develop a solution for a regulation to extend working hours on non-stationary drilling rigs and wells under the Working Time Act AZG.

The Association undertakes to guide its members towards Item 24a of Schedule 4 with regard to the conclusion of operational agreements on the subject of hot weather supplements for employees.

COMMENT ON THE PROTOCOL FOR THE COLLECTIVE BARGAINING AGREEMENT OF 22 JANUARY 2015

The issue of clarifying Item 4 of Section 9 above regarding the safe and regular supervision of mining operations by supervisors appointed by the government authority pursuant to the Mineral Raw Materials Act MinroG will be solved at an operational level. In the event that no solution is arrived at by 31 July 2015, negotiations on this issue will be continued at the collective bargaining agreement level.

Working groups:

a) The working group set up in line with the Comment on the Protocol for the Collective Bargaining Agreement of 21 January 2014 shall be continued in order to discuss the following issues:
   - reduction of working hours for employees carrying out stressful work (working hours over the entire working life),
   - improvements of the anniversary bonus,
   - leisure option (to replace an actual wage/salary increase) in future collective bargaining agreements.

   These items are to be considered with a view to creating a model to set aside leisure periods for consumption before retiring on an old-age pension.
b) The working group to discuss options for the transition of employees of category years 18 (old collective bargaining agreement) to the corresponding employment category (new new collective bargaining agreement) shall be continued.

The Comment on the Protocol for the Collective Bargaining Agreement of 20 January 2011 regarding an increase of travel expenses and reimbursement of expenses pursuant to Items 5 and 23 of Section 21 above shall be suspended this year.

SCHEDULE 4:

SUPPLEMENTS FOR DIRTY, HAZARDOUS AND UNPLEASANT WORK

E = unpleasant work supplement
S = dirty work supplement

1.	Assembly, dismantling, repair, installation and electric works at existing drilling and production derricks and construction works at a height of ≥3m .	E 15%
	Dirt money, for oiled-up plant ……..	S 10%
2.	For derrick assembly and dismantling for climbers and work above the ground and checking of the derrick light (climbing on top of the derrick) ….	E 20%
	Dirt money, for oiled-up plant (plus) ……	S 10%
3.	For work carried out by the drilling crews, well treatment and general repair crews and by samplers ……..	S 15%
	Supplement for turbo drilling crews (plus) ……	E 5%
4.	For forge work:	
	a) at thermo furnaces ……	E 15%
	b) all other work …….	E 10%
	c) for lead casting and lead soldering of lead pipes, lead-clad containers, hoisting ropes, rings, sleeves, etc., and hot-riveting …..	E 25%
5.	For assembly, dismantling and repair work of engines, machines, coolers, heat exchangers, pumps, valves, apparatus, pipe devices, pipelines, gas compressors and devices that are dirty, and work at electric cables, also for work to lubricate pump trestles and tackles	
	outside the workshop ……	S 15%
	inside the workshop ……..	S 10%
	for dismantling, repair and exchange of pump trestles ……..	S 10%
6.	For work associated with the loading and unloading of heavy loads (individual weight at least 250 kg) and also the loading and unloading of drilling pipes, gas and oxygen bottles ……	E 10%
	for furniture transport (removal works) ……...	E 10%
7.	For electric fitters:	
	a) at high voltage overhead lines and systems ……	E 15%
	b) at low voltage overhead lines …….	E 5%
8.	For repair work at gas separators for the time when work is done above, and for internal cleaning work ……..	E 15%
9.	For paraffin removal and cleaning of tubing and for the cleaning of flushing tanks …….	E 15%
10.	Cleaning and repair work in vessels, oil tankers, tank cars, boilers, basements, tanks, tank beds, reservoirs, measuring tanks, oil pits, oil shafts, cesspools, sewage plants, smokestacks, reaction chambers, agitators, tube furnaces, and to unblock blocked water closets ……	S 20%
	but if special protective clothing (e.g. respirator, gas detector, etc.) is used	S 25%
	for washing and cleaning containers and devices in chemical labs using acids, and for clearing furnace pipes of coke and pipe conduits, and cleaning oil presses, filter cloth or filter inserts …….	S 15%
11.	For work with lye, acid, acetone, ammonia, chlorine, chloride, tetrachloride, naphtha, benzene, ethyl, methanol and other chemicals, for work involving loading, filling and repair of batteries, and for work with sodium carbonate for technical water treatment ……..	E 25%
	For work with nitrocellulose lacquer, red lead, bitumen, lead paint, adhesive, and work with particularly dangerous cleansing agents such as cleaner's naphtha, nitro, etc. ……..	E 20%
	For welding work:	
	a) for actual arc welding periods ……	E 20%
	b) for actual gas welding and flame cutting periods ……	E 15%
	c) for welding assistants during periods of welding and cutting ……	E 10%

d) for welding and cutting work in the boiler, etc. and in drains and pits …….. E 25%

e) for overhead welding and cutting and at a height of > 3 m (also for assistants) …….. E 30%

12. For cleaning sand plugs with gas and cleaning duplicating machines and printing presses …….. S 10%

13. Work at pipes and boilers for insulations, using glass wool, slag wool and tar ……. S 20 %

14. For work combined with the cleaning and repair of boilers, smokestacks, smoke chambers, smoke flues, conduits and gas compressors

a) ≤40°C …….. E 20%

b) >40°C ……. E 25%

c) work in confined spaces in boiler houses at temperatures >40°C … E 10%

15. For the crew operating the cement mixer …….. S 15%

at a pressure > 100 bar (plus) ……. E 5%

16. For all works where the employee comes into substantial contact with smoke, soot, ash or cement, extreme dust or other particularly dirty substances, and for the time spent by operators on replacing jets, checking pressure gauges, starting wells, etc., and for samplers ……. S 10%

17. For work using pneumatic tools (e.g. percussion or caulking drills) for interior works in boilers, tanks, corridors, in the interior and chipping …….. E 20%

for outdoor work ……. E 10%

18. For employees who work standing in water, sludge or concrete that cannot be compressed or who come into substantial contact with water … S 10%

19. For work in ditches and confined pits from a depth of 1.50 m and up to a width of 90 cm, and for sinking wells …….. E 10%

20. a) For work on ladders (suspended ladders) and scaffolds from a height of 3 m …….. E 10%

b) For work on ladders (suspended ladders) and scaffolds from a height of > 8 m ……. E 15%

c) For scaffolders, installing and dismantling scaffolds or similar elevations, for the part extending beyond 10 m …….. E 20%

21. For perforation work actually carried out by the perforation crew (core shooting and torpedo work) ……. E 25%

The driver of the perforation crew gets for the period of transporting the loaded units and for the period during which s/he works directly with the loaded units ……..…….. E 25%

22. Employees who have qualified as blasters get for the period of actual blasting, for the period of loading and unloading explosives and for the period of transporting explosives ……..……. E 25%

Drivers of the seismic blasting crew get for the period of transporting explosives ……... E 25%

23. For the period of dry grinding and grey cast working …….. S 15%

24. Cold weather supplement for employees during their open-air work from a temperature of –10°C …… E 10%

To be granted in addition to other supplements with the exception of the inclement weather allowance.

24a. Hot weather supplement for employees in the operative field who wear personal protective equipment (PPE, such as Nomex) for outdoor work, during their work in the open air, from a temperature of 30°C ……... E 10%

It shall be granted in addition to other supplements with the exception of the inclement weather allowance. The last sentence shall apply until 31 January 2016.

25. If inclement weather conditions, and in particular rain or snow, constitute an aggravation to outdoor work, an inclement weather allowance must be agreed between the management and works council.

	This is ……..….	E 10%
	Such an allowance is granted only between 15 October and 15 May. It must be granted in addition to other supplements, with the exception of the cold weather supplement, always providing the prerequisites are met.	
26.	For employees deployed in a disaster situation (fire, damage in connection with leaks, etc.) ……..	E 25%
	For follow-up and repair work after disaster missions involving pipelines that carry hazardous substances such as acid, petrol, gas and oil in a damage situation ……	E 20%
27.	For lubricating work at lorries, crawlers, etc. …….	S 25%
28.	Work with sprayed diesel oil or petrol containing air while checking jets (injection jets) …….	E 15%
29.	For vulcanising work …….	E 15%
30.	For assembly and repair work under voltage conditions if they cannot be avoided and an express instruction was issued by the electric engineer and to the extent that they are allowed under the law …….	E 25%
31.	For work performed using heavy breathing apparatus …… Except members of the professional plant fire department.	E 25%
32.	For derrick climbers except when they are deployed in another function, for the time of their service ……...	E 10%
33.	Mixing of oil products with acids and lyes in agitators and centrifuges ……	E 10%
34.	Filling and unloading of black and white products, excluding filling of white products in oil tankers ……...	S 10%
35.	For work involving loading of crude oil or flushing in tank cars in the field ..	S 15%
36.	For continuous work in locating corridors and blocks with artificial air intake and artificial light ……	E 20%

SCHEDULE 5:
SERVICE CATEGORIES
(SECTION 9 OF THE COLLECTIVE BARGAINING AGREEMENT FOR WHITE-COLLAR WORKERS AS AMENDED ON 1 FEBRUARY 2007)

The following shall apply for employees governed by the Table of Item 3 of Section 37 ("old Collective Bargaining Agreement"):

The following provisions shall apply for employees who are governed by the AngG and the Collective Bargaining Agreement table of Section 37 Transition Table ("Old Collective Bargaining Agreement" up to the time of re-assignment, if any, to a higher service category (see also Item 3.2 of Section 37, Re-assignment in two stages).

1. General provisions governing the service categories

1.1 All white-collar workers shall be classified into any of the 6 service categories provided in Item 2 of Section 9 by the type of their actual use and their prevailing activity.

1.2 Schools as used in the service categories scheme shall be only public schools or private schools with a public licence. The requisite level of school education shall be evidenced by a report documenting its successful proper completion.

1.3 Within a given service category, the monthly minimum basic salary due to the white-collar worker shall be determined by the number of service category years credited.
Service categories I to V provide for 10 service category years, broken down in 6 salary levels (5 two-yearly increments), service category VI provides for 8 service group years, broken down in 5 salary levels (4 two-yearly increments).

1.4 Service category years shall be deemed to be such periods which the employee spent in a given service category or, prior to the entry into force of this Collective Bargaining Agreement, spent on an activity as a white-collar worker that corresponds to a given service category. Documented periods in a higher service category shall also be credited to lower service categories.
Previous periods served as a foreman/-woman in the enterprise before the employee became a master shall be credited at 50%, but for a maximum of 5 years, as service category years for the service category to which the master is first assigned. Item 1.7 shall not apply for crediting the years as foreman/-woman.
The crediting provision of this paragraph shall apply to such cases where the person was accepted as a white-collar worker after 30 November 1970. It is recommended to credit service periods as civil servant or white-collar worker in the public service as service category years as well provided that the former activity corresponded to the characteristics of the AngG and such former activity was, by its nature, suitable to give the white-collar worker skills and knowledge that are useful for his/her current employment. Previous periods spent with employers abroad shall be credited as service category years within the meaning of Items 1.4 and 1.7, provided that suitable proof (if necessary translated) is furnished, subject to the same prerequisites as apply to previous periods spent in Austria. (This shall apply to all classifications made as of 1 February 2000). Periods of self-employment shall be credited as service category years up to a maximum of 5 years, provided that such previous activity was of a nature suitable to give the white-collar worker useful skills and knowledge for his/her current employment. No such crediting is made if other periods are credited for the same time span. Other periods and periods of self-employment shall be credited at a total of not more than 10 years.

1.5 Periods of national service within the meaning of the Austrian Wehrgesetz (Defence Act), Federal Law Gazette no. 150/1978 as amended, while the white-collar worker was effectively

employed shall be credited both as practice and as service category years (Section 16 of the Arbeitsplatzsicherungsgesetz, Federal Law Gazette no. 154/1956).

1.6 The first parental leave of an employment relationship within the meaning of Section 15 MSchG or Section 2 EKUG shall be credited as a service category year up to a maximum of 10 months.

1.7 For the crediting of service category years it is irrelevant whether such periods were spent at one or several employers. Service category years evidenced by a white-collar worker from previous employment relationships with other employers shall, however, be credited only up to a maximum of 6 service category years in classifying such worker in a given service category. A prerequisite for crediting shall, however, be that the white-collar worker informs the employer of such periods already at his/her joining the enterprise and furnishes proof by way of certificates or other working papers, preferably at once but not later than within two months.

1.8 Sales representatives on commission shall be entitled only to the lowest minimum basic salary of their service category. The time-based advancement provided in the various service categories shall not apply to such white-collar workers, but the annual remuneration including commission shall be at least 14 times the minimum basic salary with due regard to the service category years.

1.9 If a white-collar worker, due to the increase in the number of his/her service category years, has to advance to a higher minimum salary stage of his/her service category, the salary increase shall occur on the first day of the month in which s/he reaches the higher number of service category years.

1.10 In re-assigning a white-collar worker to a higher service category, any service category years shall be credited for which s/he furnishes evidence of having obtained them from former employment periods for this new service category.
However, the white-collar worker shall always be entitled to a minimum basic salary that is the next highest in the new service category compared to his/her previous minimum basic salary; in such cases, however, the service category years corresponding to this next highest minimum basic salary shall not be credited. Furthermore, the minimum basic salary of the white-collar worker in the new service category shall not be below the minimum basic salary that s/he would get by time-based advancement or by a redefinition of minimum basic salaries if s/he remained in the previous service category (see Section 11, Advancement, Item 2).

1.11 If a white-collar worker in a given service category has reached the maximum number of service group years provided in such category and achieves a better performance upon continuing to be active in the same service category, s/he should be granted an adequate increase in his/her salary.

1.12 The works council shall be authorised to review whether white-collar workers may be classified in a higher service category or whether an increased performance merits a salary increase. In such cases the works council may submit appropriate proposals to the management.

2. List of service categories and minimum basic salaries

2.1 The activity descriptions listed for the service categories are only examples of equivalent activities and may be supplemented or replaced by customary descriptions for same or similar services. In doing so, however, internal agreement must be reached between the management and the works council for white-collar workers.

Such an arrangement shall apply only to the enterprise making such arrangement. If no such arrangement can be achieved or if such an arrangement is to be effective for all contracting parties, an agreement must be reached between the parties to the collective bargaining agreement.

2.2 “Small enterprises” within the meaning of service categories III and IV shall be enterprises of a total of up to 50 employees (white-collar and blue-collar workers).

2.3 The amount of monthly minimum basic salaries applicable for the various service categories can be seen from the table of minimum salaries shown in Section 10.

Service category I

Activity characteristics:
White-collar workers who perform schematic or mechanical jobs assessed as simple lowest-grade work.

Commercial and administrative white-collar workers:
e.g. unskilled office workers, typists typing from a script, workshop writers, telephone operators, unskilled workers in the registry, magazine and storeroom.

Technical white-collar workers:
e.g. writers of material lists, copyists and similar unskilled technical workers, microscopists.

Monthly minimum basic salary:
See minimum salary table Section 10.

Service category II

Activity characteristics:
White-collar workers who perform simple non-schematic or mechanical jobs based on guidelines and exact instructions for which normally a short familiarisation period is required. Workers shall be classified in this group already during the familiarisation period.

Commercial and administrative white-collar workers:
e.g. shorthand-typists, invoice clerks for simple invoicing (using price lists), telephone operators who also answer enquiries or who operate ten or more extensions, data-typists for transferring data to data carriers or data checking, workshop writers working for major departments or coping with a wide range of jobs, sales personnel in retail shops (canteens), unskilled workers in wage and salary payroll accounting, material accounting, workshop accounting, cash desk, correspondence, bookkeeping, ordering, registration, mail dispatcher, file recorder.

Technical white-collar workers:
e.g. magazine handlers, unskilled lab workers, geological and engineering draftsmen/-women (copyists), microscopists, archivists for drawings.

Monthly minimum basic salary:
See minimum salary table Section 10.

Service category III

Activity characteristics:
White-collar workers who autonomously perform technical or commercial jobs based on general guidelines and instructions within the scope of the brief given to them.

Commercial and administrative white-collar workers:
e.g. correspondents, translators, shorthand-typists with special deployment, shorthand-typists with one foreign language, office workers in bookkeeping, e.g. account keepers, current account keepers, balance keepers, magazine bookkeepers, material bookkeepers, storage bookkeepers, packaging bookkeepers, workshop bookkeepers, customs bookkeepers, filing clerks, calculator operators, payroll accountants, auditors, invoice clerks, cashiers in small enterprises or who report to a head cashier, white-collar workers in procurement and sales, statisticians, magazine clerks, dispatchers, filing clerks, operators (data processing) within the meaning of the above activity characteristics, programmers instructed and supervised by a programmer during the familiarisation phase, but at most for a period of 9 months, sales representatives without any special training and on commission (see Item 1.8 of Section 9), sales representatives for natural gas, petrol station managers, car dispatchers.

Technical white-collar workers:
e.g. auxiliary designers, part designers, engineers (including startup, maintenance and servicing), chemists, work preparers and post estimators within the meaning of the activity characteristics of these service categories, timers, lab workers, geological and technical draftsmen/-women, weighmasters, shunting masters, drilling masters for horizontal drilling up to 300 m, recorders and testers in seismic crews, diplomated nurses.

Monthly minimum basic salary:
See minimum salary table Section 10

Service category IV

Activity characteristics:
White-collar workers who autonomously and on their own responsibility perform higher technical and commercial jobs. Also white-collar workers who are regularly and constantly entrusted with the leadership, instruction and supervision of groups of white-collar workers (2–5 white-collar workers, among them white-collar workers of service category III). (This provision shall not apply to filing department heads.)

Commercial and administrative white-collar workers:
e.g. autonomous qualified or foreign-language correspondents, shorthand-typists skilled in more than one foreign language, autonomous bookkeepers, in smaller enterprises also balance bookkeepers, cashiers, head cashiers, dispatchers within the meaning of the above activity characteristics, sales clerks, technical and commercial clerks (e.g. technical procurement and sales clerks) within the meaning of the above activity characteristics, managers of major magazines, HR clerks, payroll department managers, material or quantity bookkeeping managers, dispatchers of at least 30 vehicles, transport dispatchers for tank cars and oil tankers, canteen managers (more than 100 members), sales representatives without special training and without commission, sales representatives with special training and on commission (see Item 1.8 of Section 9), petrol station managers within the meaning of the above activity characteristics, natural gas station managers, operators (data processing) within the meaning of the above activity characteristics, autonomous programmers.

Technical white-collar workers:
e.g. designers and engineers within the meaning of the above service category characteristics (including startup, maintenance and servicing), work preparers, lab workers within the meaning of the above activity characteristics, head lab workers, chemists, geologists, drilling engineers, drilling masters, treatment masters, delivery masters (production masters), assembly masters, works masters, loading masters, weighing masters, head shunting masters, distillation masters, pump masters, masters for heavy transport work,

evaluators in seismic crews, mechanics masters for garages, masters for the steam boiler, safety experts within the meaning of the above activity characteristics.

Monthly minimum basic salary:
See minimum salary table Section 10

Service category V

Activity characteristics:
White-collar workers who perform jobs that are particularly heavy on responsibility, must be carried out autonomously and require comprehensive above-average professional know-how and several years of practical experience. Also white-collar workers who are regularly and constantly entrusted with the responsible leadership, instruction and supervision of larger groups of white-collar workers (more than 5 white-collar workers, among them either one from service category IV or several from service category III).

Commercial and administrative white-collar workers:
e.g. appointed deputies of white-collar workers of service category VI, balance bookkeepers, department heads within the meaning of the above activity characteristics, HR department heads, legal consultants, sales representatives with special training and no commission, programmers who develop overall software (project-related), system programmers, computer analysts within the meaning of the above activity characteristics, interpreters (diplomated interpreters, Mag. phil.) with several years of employment in a particularly responsible position that requires special qualification and specific sectoral know-how due to the degree of the difficulties involved.
Programmers who develop overall software (project-related) perform, i.a., the following tasks: carry out software analysis, develop a software design, test the software, maintain the software and prepare the software documentation.
System programmers perform, i.a., the following tasks: select, adapt and add to the operating systems required for a data processing system, maintain and modify such operating systems, evaluate errors, test and implement new hardware and software, advise and train operators and programmers.

Technical white-collar workers:
e.g. appointed deputies of white-collar workers of service category VI, chemists, persons responsible for refinery shift operation (not inspection service), lab managers, geologists, head designers and engineers, field engineers of long years of practice, technical procurement and sales staff with special expert knowledge within the meaning of the above activity characteristics, chief drilling masters, drilling engineers, production engineers, chief delivery masters, chief treatment masters, evaluators in seismic crews, managers of major workshops (at least 20 employees), processing managers (for the atmospheric plant, cracking plant, vacuum plant, etc.), safety specialists within the meaning of the above activity characteristics, fire masters (head of the in-house fire department).

Monthly minimum basic salary:
See minimum salary table Section 10

Service category VI

Activity characteristics:
White-collar workers with comprehensive knowledge and experience in managerial positions that have a decisive impact on the company. Also white-collar workers in highly responsible and creative jobs.
e.g. major department heads, heads of accounting, works managers, operation managers or commercial managers in enterprises of more than 120 staff, production managers in

refineries of more than 120 staff, managers of R&D labs, lab managers of major labs of at least 30 staff, chief geologists.

Monthly minimum basic salary:
See minimum salary table Section 10

3. Crediting to the minimum basic salary

If the sum of annually paid remunerations exceeds the sum of 3 monthly salaries, the provisions regarding the minimum basic salary shall be deemed to be complied with provided that 1/15th of the annual remuneration comes up to the minimum basic salary of the relevant service category.

4. Remuneration of supervisory bodies

The remuneration of employees governed by the AngG whose activity consists chiefly and regularly of supervising, leading and instructing groups of blue-collar workers, such as supervisors, masters (group and department heads, chief masters (assembly heads) and similar (but not supervisors reporting to other persons) must exceed the minimum monthly wage under the Collective Bargaining Agreement of employment category G advancement stage “after 2” without supplements (not piece wage) as follows:

Supervisor by …….. 15%
Master by ……. 20%
Chief master by …….. 25%

ADVANCEMENTS
(SECTION 11 OF THE COLLECTIVE BARGAINING AGREEMENT FOR WHITE-COLLAR WORKERS IN THE VERSION OF 1 FEBRUARY 2007)

The following applies to employees to which the table of Item 3 of Section 37 ("Old Collective Bargaining Agreement") applies:

1. Time-based advancement within the service category

1.1 Provided that no exceptions arise from the following provisions, the employer shall be obliged, at the time of advancement within the service category, to increase the actual salary by the two-yearly increment provided for in the Collective Bargaining Agreement. The two-yearly increment provided for in the Collective Bargaining Agreement shall mean the difference in euro between the salary under the Collective Bargaining Agreement for the respective salary level to which the white-collar worker is assigned before and after time-based advancement.

1.2 White-collar workers up to completion of their third year of service as white-collar worker with the company shall be exempt from application of Item 1.1 above. This 3-year waiting period shall, however, be credited with apprenticeship periods directly preceding the white-collar employment relationship and previous service periods as blue-collar workers in the same enterprise, provided that such periods have a duration of 3 years. This crediting provision shall enter into force for white-collar employment relationships that commence on or after 1 October 1980. Further, sales representatives on commission and white-collar workers who give notice on their own shall be exempt during the period of notice, except when it is a notice within the meaning of Item 6.1 of Section 3.

1.3 Of the number of white-collar workers for whom a time-based advance is due, resulting from application of Items 1.1 and 1.2 above, exceptions may be agreed by a works agreement.

1.4 If the effectivity of a new salary scheme under the Collective Bargaining Agreement occurs simultaneously with a time-based advancement, the two-yearly increment shall be calculated in accordance with the new salary scheme.

1.5 Existing agreements that are more favourable to employees shall remain effective.

2. Procedure on re-assignment to a higher service category if the pay is higher than the minimum basic salary

2.1 If a white-collar worker is re-assigned to a higher service category, s/he shall be entitled to the minimum basic salary of the new service category that is higher by one step than the minimum basic salary paid before.

2.2 Supplementary to the second sentence of Item 1.10 of Section 9, the service category years corresponding to such next higher minimum basic salary may be credited provided that the overpayment in euro is not reduced. Otherwise, only the service category years corresponding to the next lower minimum basic salary of the new service category may at most be credited.

2.3 If a re-assignment is made to a higher service category during an ongoing two-yearly increment, the start of the first two-yearly increment in the new service category shall be deferred to the start of the incomplete two-yearly increment in the previous service category.

2.4 Rather than the provision of Item 2.3, a works agreement or, if no works council has been set up, an individual agreement may be made determining that on re-assignment to a higher

service category during an ongoing two-yearly increment a *pro rata* two-yearly increment of the previous service category will be granted. The rate shall be determined as a proportion of the service period passed during the ongoing two-yearly increment in terms of the overall duration of the two-yearly increment. This *pro rata* increase shall be due in addition to the salary determined upon application of the provisions of Item 2.2.

2.5 Regulations and practices more favourable to the employees than those provided in Items 2.2 to 2.4 above shall remain effective. In enterprises that have such more favourable regulations and practices they shall remain effective also for those white-collar workers who start their employment relationship after this Collective Bargaining Agreement has entered into force or who are re-assigned to a higher service category.

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PRO-GE UNION

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Vienna, 22 January 2015