

Collective agreement 2016

for

Employees of service providers in the field
of automatic
data processing and information
technology

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Collective agreement

for

Employees of service providers in the field of automatic data processing and information technology

Art. 1 Contractual partners

- (1) This collective agreement has been concluded between the Austrian Professional Association for Consulting and IT of the Austrian Economic Chambers, Wiedner Hauptstrasse 63, 1045 Vienna, Austria, on the one hand, and the Austrian Trade Union Federation, Union of Private Sector Employees - Graphical workers and Journalists, the economic sector Electrical and Electronics Industry, Telecommunication and IT, Alfred-Dallinger-Platz 1, 1030 Vienna, Austria, on the other hand.

Art. 2 Scope

- (1) The collective agreement is valid
- a) geographically: for the area of the Republic of Austria;
 - b) technically: for all member businesses of the Austrian Professional Consulting and IT Association of the Austrian Economic Chambers which have a trade license for services in the field of automatic data processing and information technology;
 - c) personally: for all employees subject to the Austrian Act on Salaried Employment who are employed by businesses covered by the aforementioned technical scope as well as apprentices. As far as personal references are made only in the male form in this collective agreement, both women and men are meant equally. If applied to an individual, the gendered version must be used.
- (2) This collective agreement does not apply to management board members of public limited companies (AG) and managing directors of private limited companies (GmbH); as long as these are not subject to Austrian Chamber of Labour contributions.

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Art. 3 Validity period

- (1) Generally, the collective agreement will come into effect as of 1 January 2016 and will be concluded for an unlimited period. All internal raises as of 1 January 2016 or later which have been granted in anticipation of the collective agreement increases may be set-off against respective increases of minimum basic salaries, apprentice salaries, surcharges and the sum of all employees' monthly basic salaries on the basis of § 15 V of this agreement.
- (2) The collective agreement may be terminated as of the last day of each month by both sides subject to a 3-month notice period. Notice of termination shall be sent via registered letter. During the notice period, negotiations shall be conducted regarding the renewal and/or modification of the collective agreement.
- (3) The collective agreement's provisions concerning the minimum basic salaries (Art. 15) and remuneration levels for apprentices (Art. 16) may be terminated as of the last day of each month subject to a 1-month notice period via registered letter.

Art. 4 Working hours

I. Normal working hours

- (1) Normal working hours are 38.5 hours per week and may be divided between a maximum of five working days.
- (2) Regarding the working hours of employees under the age of 18 and/or of apprentices under the age of 19, the provisions of the Austrian Federal Act on the Employment of Children and Adolescents (KJBG) apply. According to Art. 11 (2) of the KJBG, deviating from the provisions of Art. 11 (1) of the same law, adolescents' working hours per week may be adjusted to adults' daily working hours, provided that this conforms with the Austrian Federal Act on the Employment of Children and Adolescents.
- (3) Unless other working hours are necessary due to shift work, normal working hours end at noon on 24th December and on 31st December. In case business operations require an employee

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to work full-time on one of these days, said employee must get the respective other day off.

II. Division of normal working hours

- (1) The division of normal weekly working hours between individual working days, the introduction of flexitime including fictitious daily normal working hours for flexitime, the start and end of the working day as well as the position of breaks shall be determined according to the aforementioned provisions by company agreement and/or in companies without a works council by written individual agreement, taking into account the respective operational requirements and according to the legal provisions.
- (2) The admissible normal weekly working hours time in individual weeks of the period used to calculate the average working hours may be extended to the maximum according to Art. 4 para. 6 section 2 of the Austrian Working Hours Act, and may be divided between the separate working days in a way that the normal working day does not exceed 9 hours and the average working week within 12 months does not exceed 38.5 hours. In addition, the normal weekly working hours may be extended to the maximum according to Art. 4 para. 6 section 1 of the Austrian Working Hours Act in case the period used to calculate the average working hours is eight weeks or less.
- (3) The normal daily working hours may be extended to 10 hours
 - a) if the total number of weekly working hours is regularly divided between four days or
 - b) if using flexitime or
 - c) if using the flexitime account model according to Art. 4 IV or
 - d) for projects which – as an organizational exception – require additional working hours from the employees involved in order to guarantee on-time completion of the project.
- (4) In case of a continuous working method with various shifts according to Art. 4a of the Austrian Working Hours Act (AZG), the normal weekly working hours may be extended to 56 hours in individual weeks. Subject to compliance with other legal provisions, the normal daily working hours may be extended to 12 hours if an occupational physician declares that this is safe from his point of view.

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- (5) In exceptional cases according to Art. 20 AZG, the provisions of Art. 4 II. (1-4) do not apply.

III. Rest periods

- (1) Following the daily working hours, an uninterrupted rest period of at least 11 hours is to be granted. The daily rest period may be reduced to 10 hours if this reduction is balanced out with a corresponding extension of another daily or weekly rest period within the next 10 calendar days. The daily rest period may be reduced to 9 hours if – in addition to the balancing out within the next 10 calendar days – there are sufficient opportunities to rest and the reduction is not opposed by verifiable concerns from an occupational medicine point of view.

IV. Flexitime account model

- (1) Within a 12-month period used to calculate the average working hours a positive balance amounting to 4 times the normal weekly working hours (154 hours) may be built up on a flexitime account. The effective date for the period used to calculate the average working hours is the entry date. The effective date may be determined differently by company agreement and/or in companies without a works council by written individual agreement.
- (2) A negative balance may maximally amount to half the normal weekly working hours. A negative balance must be reduced upon request from the employer within the following three months. In case of non-compliance, the account can be balanced out through the payroll in the following month.
- (3) Once a positive balance equals or exceeds the amount of 4 times the normal weekly working hours, the employee may demand payment of all credit hours and/or the employer may pay all credit hours. In any case, a positive balance amounting to half the normal weekly working hours may remain on the flexitime account.

At the end of the period used to calculate the average working hours, the flexitime account's balance may be transferred for a maximum of another 12 months by company agreement and/or in companies without a works council by written individual

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agreement. Positive balances must be paid after a total of 24 months if not used.

For payment of credit hours, a standard surcharge of 65 percent is due, except for travel times according to Art. 8 (4). Calculation is based on 1/143 of the monthly salary. Due to the 65% surcharge, bonuses are not considered as long as the legal minimum claim is not undercut by this. By determining this calculation basis, all special payments exceeding 12 monthly salaries are considered for the purpose of credit-hours remuneration.

- (4) Calculation of pay claims (e.g. holiday pay, public holiday remuneration, sick pay, etc.) from the flexitime account is effected if credit hours were paid within a period of 12 months before the accounting month. Calculation for the consideration is based on 1/12 of the paid amount.
- (5) Generally, operational requirements need to be taken into consideration when reducing credit hours.

It is possible to reduce credit hours by the hour.

Within one calendar year, an employee may take up to 20 working days time off in lieu without the employer's consent, however, not more than three working days time off in lieu in a row. The time off in lieu must be announced at least one week in advance.

Within one calendar year, the employer can order up to 20 working days time off in lieu, if there are credit hours, however, not more than 10 working days time off in lieu in a row. The time off in lieu must be announced at least one week in advance.

- (6) Those receiving overtime allowance may participate in the flexitime account model. In this case, the agreed number of included monthly overtime hours is converted into equivalent normal working hours. During the accounting period, they are deducted monthly from the flexitime account. A possible negative balance will not be deducted from the salary.
- (7) **Longer continuous time off:**

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The regulation enables employees to accumulate a leisure block of a maximum of 6 months including a maximum of one holiday. Participation must be mutually agreed between employer and employee.

In order to accumulate longer continuous time off, a period used to calculate the average working hours of a maximum of 3 years with immediate subsequent use of time off can be agreed by voluntary company agreement or written individual agreement. The leisure block definitely counts as paid employment period. Such agreements shall particularly govern the following topics:

- scope and validity period
- period used to calculate the average working hours and using up the accumulated time
- measures for reintegration after the end of the leisure block
- possibilities of withdrawal for employer and employee and/or premature termination
- obligatory work reporting while accumulating time
- sick leave during the leisure block (subsequent time off or payment)

V. Time tracking

- (1) For a comprehensible recording of attendance times and absences with remuneration claims, the employer must guarantee all arrangements necessary for time tracking.
- (2) The company's working hours records are used to assert credit-hour claims.

Art. 5 Overtime, Sunday and public-holiday work, excess hours for part-time employees

I. General regulations (independent from the working hours model)

- (1) Each working hour that has been expressly ordered exceeding the amount of the respective normal working hours according to the collective agreement (Art. 4 I. (1)) and under consideration of the fixed normal daily working hours from the provisions from Art. 4 II. is considered overtime. For part-time work, it is only considered overtime when the fixed amount of daily working hours for full-time employees is exceeded.

Overtime remuneration and/or its compensation in paid time off must be claimed within four months from the day the overtime

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was worked, otherwise the claim is forfeited. The company's working hours records are used to assert overtime and/or credit-hour claims.

- (2) In order to impede an economic disadvantage as well as to secure employment, the parties to this collective agreement agree – according to Art. 12 a of the Austrian Act on Rest Periods (ARG) – that working on Sundays and public holidays is possible if need be for operational or client-specific reasons. In such exceptional cases corresponding regulations, particularly compensation measures, must be determined by company agreement and/or in companies without a works council by written individual agreement.

Within the period used to calculate the average working hours (basis: 12 months), the employee may work on a maximum of 10 weekends.

- (3) Employees who work during their weekend rest according to their respective working hours schedule are entitled to an uninterrupted rest period of 36 hours (week rest) in each calendar week instead of the weekend rest. The week rest must include one entire weekday.
- (4) Compensation rest as defined by the ARG must be granted during normal working hours.
- (5) Should there be overtime allowance or an all-inclusive agreement, calculation of the monthly lump sums is generally based on the number of overtime hours worked on average; overtime surcharges are also included in the calculation.

In such agreements, the overtime allowance must be disclosed as an amount of money or in the form of the number of hours.

- (6) Excess hours worked by part-time employees are not subject to surcharges if they are balanced out by time off in lieu at the rate of 1:1 within a fixed period of four months from their accumulation, or in the case of flexitime if the agreed working hours are not on average exceeded within the flexitime period.

It is part-time work if the agreed weekly working hours are less than the agreed normal working hours as per collective agreement.

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II. Use of the flexitime account model

- (1) When using the flexitime account model according to Art. 4 IV., credit hours are credited to the flexitime account at the rate of 1:1 in order to spread out the normal working hours, regardless of when the plus hours were worked.

III. Use of other working hours models

- (1) For overtime hours which are not rendered between 8 pm and 6 am and/or which are not rendered on Sundays or public holidays, a surcharge of 50 percent applies. For overtime hours rendered between 8 pm and 6 am, a surcharge of 100 percent applies.
- (2) Overtime hours on Sundays must be compensated with a 100 percent surcharge.
- (3) For work on public holidays and its remuneration, the provisions of ARG 1983, Federal Law Gazette (BGBl.) No. 144 apply. Should the work rendered on a legal public holiday exceed the fixed normal working hours of the respective weekday, a 100 percent surcharge applies to the overtime hours.
- (4) The basic overtime remuneration and the basis for the calculation of overtime surcharges and surcharges for Sunday and public holiday work is 1/143 of the monthly salary. By determining this calculation basis, all special payments exceeding the 12 monthly salaries are considered for the purpose of overtime, Sunday and public-holiday remuneration.
- (5) If several surcharges apply, only the highest surcharge is due.
- (6) Prior to rendering overtime, it may be agreed that the employee – instead of receiving overtime pay – receives 1 ½ hours of paid time off for each overtime hour and 2 hours of paid time off for each overtime hour rendered at night or on Sundays.
- (7) In case regular overtime hours must be considered in the calculation of the holiday pay according to Art. 2 (2) 2nd sentence of the general collective agreement on the definition of the term

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of holiday pay, overtime hours are considered regular if they are rendered in at least 7 of the last 12 months prior to the start of the holiday. In order to get the average, also the last 12 months have to be considered.

Art. 6 Shift work

- (1) For work which requires uninterrupted work on weekdays and/or Sundays (continuously operating companies and/or departments) as well as in case of multi-shift work models in companies and/or departments, the shift schedule is to be organized in a way that the normal weekly working hours of 38.5 hours on average are not exceeded within a shift cycle.

In case of continuous multi-shift work models, the overtime hours necessary for securing the continuous operation may be agreed on with the works council or in companies without a works council by written individual agreement.

- (2) The shift surcharge for work between 10 pm and 6 am is € 5.35 per hour. After a quarter of an hour, it is rounded up to an entire hour.

Art. 7 On-call duty

- (1) On-call duty is when an employee commits to being contactable outside of the normal working hours in order to immediately start working on request. A maximum of 10 on-call duties is allowed per month (up to a maximum of 168 hours). Within a 3-month period, on-call duty may only be agreed on 30 days. The lump sum for on-call duty is € 4.05 per hour for the period of the agreed on-call duty. As soon as the on-call employee is called upon to work, working hours start. On-call duty must be agreed in writing in due time.

Weekend on-call duties of less than five hours must be remunerated with a lump sum of € 20.25.

Weekday on-call duties starting between 10 pm and 6 am and lasting less than 2 hours must be remunerated with a lump sum of € 8.10.

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- (2) Exceptional expenditures in connection with on-call duty are refunded by the employer against proof thereof.

Art. 8 Travel cost and travel expense allowances

(1) The term business journey and/or business trip:

- a) Place of employment as defined by this clause is an area within a radius of 12 kilometres by road from the city and/or municipal limits in which the company's permanent premises are situated.
- b) A business journey is when employees are sent away on official business for which a stay at one or more places that are not identical with their place of employment is necessary.
- c) A business journey, if started at the permanent company premises, commences when the employee leaves the permanent company premises. In other cases, the business journey starts with the necessary departure from the apartment. A business journey ends when the employee returns to the permanent company premises and/or has made the necessary return trip to the apartment.
- d) It is a business trip if work is carried out at the place of employment according to letter a).
- e) It may be agreed to start a business trip from the permanent company premises or from the employee's apartment. The end of a business trip may be agreed as the return to the permanent company premises or to the apartment.
- f) The provisions of Art. 8 (1) a) to e) must be applied to the tasks listed in Art. 3 (1) section 16 b of the Austrian Income Tax Act (EStG).

(2) Travel cost allowance:

- a) If it is necessary to use means of transportation for a business journey/trip, the employer shall choose the means of transportation and reimburse the respective costs.
- b) To use the employee's private car the employer's express agreement is necessary. In order to cover the expenses arising by having and using a car, kilometre allowance is granted. Said kilometre allowance corresponds to the kilometre allowance stipulated in Art. 26 of the Austrian Income Tax Act (EStG) in the version from BGBl. I No. 111/2010. A logbook must be kept of the

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kilometres driven which must be presented when claiming the kilometre allowance (see also annexe I and II).

(3) Travel expense allowance:

- a) To meet the individual additional expenses for food and accommodation in connection with a business journey, the employee receives travel expense allowance for each full calendar day. It consists of a daily allowance and an accommodation allowance.
- b) Travel expense allowance for national business journeys is set at those amounts which, according to Art. 26 EStG in the version from 31 December 2010, are recognised as tax-free (see annexe II).

Travel expense allowance for international business journeys is set at those amounts which, according to Art. 26 EStG in the version from 31 December 2010, are recognised as tax-free (see annexe III). The applicable rates for international business journeys of federal employees result from the Federal Government's regulation on determining travel allowances for working abroad in the version from 7 December 2001.

- c) For business journeys which last up to three hours on a single calendar day, no daily allowance is due. For business journeys which last longer than three hours, a twelfth of the daily allowance is due for each commenced hour.
- d) If it is necessary on a business journey to continuously stay more than 30 calendar days at one place, the due daily allowance is reduced by 25% starting from the 31st calendar day. The continuance of the 30-day period (continuous stay) is interrupted by periods which the employee does not spend at the place of the business journey due to holiday, inability to work, time of in lieu or operational necessities
(for further information see annexe VI).
- e) There is no accommodation allowance if the business journey does not involve an overnight stay, if accommodation is provided or the costs reimbursed by the employer upon presentation of an invoice.
- f) In case of difficult geographical conditions, adequate surcharges for business trips outside of the city and/or municipal limits, but within a single trip of up to 12 kilometres by road must be agreed in a

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company agreement and/or in companies without a works council by written individual agreement.

(4) Business journeys outside of normal working hours:

- a) Active travel time: If employees drive a car themselves on a business journey/trip at the request of the employer, these working hours are paid at a rate of 1:1.
- b) Allowances for passive travel time (passenger in car, train, plane, etc.) are managed by company agreement and/or in companies without a works council by written individual agreement.

(5) Expiration of claims:

- a) Claims as defined by Art. 8 must be claimed at the latest within four months after the end of the business journey/trip and/or the agreed or ordered presentation of the logbook by invoicing or presenting the logbook to the employer; otherwise the claim expires.

Art. 9 Remote workplace

I. General

(1) Subject:

This clause's subject are the framework conditions and reimbursement of expenses for an employee's agreed remote workplace to be agreed, particularly the employee's apartment.

(2) Term:

It is a remote workplace if the employee regularly spends parts of his working hours there. Location, accessibility, work equipment and reimbursement of expenses must be previously agreed in writing.

(3) Prerequisites:

Remote working is voluntary, both on the part of the employee and the employer. Participation is subject to the following prerequisites:

(a) Individual personnel measures:

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Set-up of a remote workplace is carried out based on a written agreement between the employer and the employee. Said written agreement must abide by this collective agreement's clauses as well as by a possible company agreement. The works council's consultation rights must be adhered to.

(b) Employees' status:

The employee's legal status regarding labour law is not modified by the written agreement on a remote workplace.

(4) Existing company regulations:

Existing company regulations must unalteredly or analogously be applied to employees who have a remote workplace, as far as possible.

(5) Employee liability:

The Austrian Employee Liability Act is analogously applied to people living in the employee's household at the remote workplace.

II. Working hours and workplace

(1) Amount of working hours:

The amount of working hours corresponds to Art. 4 I. (1). The employee's availability at the remote workplace must be agreed on.

(2) Distribution of working hours among the workplaces:

Distribution of working hours between company workplace and remote workplace is to be agreed in writing (annexe IV).

(3) Credit hours and overtime:

All working hours exceeding the prevailing normal working hours must be previously ordered by the employer to be recognised as such, independent of the workplace. Compensation is effected according to Art. 4 and 5.

The work council's consultation rights according to Art. 97 (1) section 2 of the Austrian Labour Constitution Act (ArbVG) remain unaffected.

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(4) Journey times:

Journey times between company workplace and remote workplace are not considered operational and are not credited, unless they are business journeys/trips which are not caused by the effected division into company workplace and remote workplace and which would have to be compensated due to company regulations. If an employee is ordered to come to the company workplace during his external working hours, his working hours are not interrupted.

III. Time tracking

(1) Time tracking must be adjusted to the operational practice.

IV. Work equipment

(1) All necessary computing and communicational work equipment for the remote workplace are provided by the employer as long as this workplace exists. Should an employee in exceptional cases provide work equipment, in consultation with the employer, his expenses are reimbursed against proof thereof.

V. Reimbursement

(1) The employee must be reimbursed all expenses originating from his remote workplace against proof thereof. Instead of such proof, fixed reimbursement may be agreed on.

VI. Travel cost and expense allowances

(1) Travel cost and expense allowances between company workplace and remote workplace are only reimbursed if there are business journeys/trips due to a variance of the determined division between company workplace and remote workplace.

(2) Travel cost and expense allowances between company and remote workplace are not reimbursed.

VII. Contact with the company

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(1) Social integration as well as the employee's communication with the company and/or the employer should be guaranteed in spite of a remote workplace.

(2) At company meetings the inclusion of employees working at remote workplaces should be taken into particular consideration. Participation in company meetings taking place during normal working hours must be guaranteed and be credited as working hours.

(3) Information and access to further professional training is guaranteed by appropriate measures.

VIII. Works council's information

(1) The works council must be informed about all employees working from a remote workplace. The works council is entitled to use the electronic communication facilities. The works council must be reimbursed those costs arising from extraordinarily attending to employees at remote workplaces.

IX. Dismissal of the remote workplace

(1) The remote workplace can be dismissed by both sides for valid reasons in written form subject to a cancellation period of one month.

(2) Valid reasons for the employer are e.g. operational alterations as defined by Art. 109 of the ArbVG; for the employee alterations in his life situation which would come into conflict with further use of the remote workplace (e.g. change of apartment or changes in the family). Cancellation of the apartment tenancy agreement by the landlord must immediately be communicated to the employer.

(3) After the dismissal of the remote workplace, employment is continued at the company workplace.

Art. 10 Claim for inability to work

(1) According to Art. 8 para. 3 of the Austrian Act on Salaried Employment (AngG) the employee keeps his claim to payment if he is prevented from working for important personal reasons during a relatively short period, without this being his fault.

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(2) If the following family matters occur and this is reported and later verified, every employee must be granted time off (as listed) without reducing his monthly payment:

- on the death of his/her spouse, registered partner 3 working days
- on the death of his/her partner if he/she lived in the same household as the employee 3 working days
- on the death of a parent 3 working days
- on the death of a child 3 working days
- on the death of siblings, parents-in-law and grandparents 1 working day
- for his/her own marriage and civil union 3 working days
- when moving house in case of an already existing household of his/her own or in case of forming his/her own household 2 working days
- for the marriage or civil union of siblings, children or parents 1 working day
- when the spouse, the partner or the registered partner gives birth 1 working day
- the time necessary to visit a doctor and/or dentist provided that a certificate from a compulsory health insurance doctor is presented.

Art. 11 Consideration of secondary school education for the calculation of holiday length

(1) When the employment status has uninterruptedly continued for at least two years, employees who completed secondary education ("Mittelschule") and/or according to the effect of the Austrian School Organisation Act 1962 secondary education (other secondary school) with school leaving certification ("Matura") are credited three years for the calculation of their holiday length, provided that Art. 3 para. 3 of the Austrian Holiday Act (UrlG) does not result in a more favourable calculation. It is a prerequisite that this education has not been acquired during employment.

Art. 12 Additional holiday for registered disabled people according to the Austrian Disability Employment Act

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- (1) Registered disabled people, according to the Austrian Disability Employment Act, receive additional holiday leave of three working days per employment year.

Art. 13 Christmas allowance and holiday allowance, 13th and 14th monthly salary

- (1) All employees are entitled to a 13th and a 14th monthly salary each year (Christmas allowance and holiday allowance). Apprentices receive the amount of their monthly apprentice salary as Christmas allowance and as holiday allowance.

For those receiving commissions who additionally receive a monthly salary (fixed salary), calculation of the 13th and 14th monthly salary is based on the fixed salary (at least minimum salary).

Those solely receiving commissions are only entitled to a 13th and a 14th monthly salary if their annual salary is less than fourteen times the respective minimum salary according to the collective agreement.

- (2) Calculation of the 13th monthly salary is based on the basic salary and/or the apprentice salary or fixed salary for November. Calculation of the 14th monthly salary is based on the basic salary and/or the apprentice salary or fixed salary of the month in which it is paid.

For the calculation of the decisive monthly basic salary the following items, in particular, will not be taken into consideration:

- a) possible surcharges,
 - b) overtime,
 - c) overtime allowances and
 - d) other variable parts of the salary, like bonuses, in particular.
- (3) For employees who completed their apprenticeship during a calendar year, the 13th and 14th monthly salary is composed of an aliquot part of the last monthly apprentice salary and an aliquot part of the employee salary.

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- (4) The 13th monthly salary (Christmas allowance) must be paid on 1st December of each calendar year at the latest. The 14th monthly salary (holiday allowance) is due at the start of a holiday.

Should the employee take several lots of holiday leave in one calendar year, the holiday allowance is due at the start of the longer holiday; if they are the same length it is due at the start of the first holiday. If a holiday to which an employee is already entitled is not taken and/or used up, the due holiday allowance for this calendar year must be paid with the December salary. Other regulations may be agreed by company agreement and/or in companies without a works council by written individual agreement.

- (5) Employees and/or apprentices who join or leave the company during a calendar year are entitled to the aliquot part of the 13th and 14th monthly salary corresponding to the employment period completed during this calendar year.

Employees who have already received the 13th or 14th monthly salary but leave the company before the end of the calendar year must return the sum which was proportionally paid too much that applies to the rest of the calendar year when they receive their final salary.

Art. 14 Payslip

- (1) Employees are legally entitled to a clear payslip which shows:

- a) the salary,
- b) the accounting month,
- c) overtime,
- d) possible surcharges,
- e) special payments,
- f) deductions and their basis for assessment,
- g) contribution to the severance funds,
- h) list of used abbreviations and code numbers.

- (2) The employee must be informed about the difference between normal working hours and actually rendered working hours in writing or similar form, if possible once a month, however at least quarterly.

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(3) If an employee joins and leaves a company during a month, the aliquot salary is calculated as follows: the gross monthly salary of this month is divided by 30 and the result is multiplied by the number of calendar days.

Art. 15 Task groups, advancement levels and minimum basic salaries

I. General conditions

- (1) The tasks in the companies are basically grouped in central, general, specific tasks (ST1 and ST2) and managing tasks.
- (2) Task groups are described in section II and are binding classification criteria.
- (3) The job profiles in the task groups serve as examples.
- (4) The employee must be classified in the corresponding task group based on his tasks. For the classification in a task group the main part of rendered tasks is relevant.
- (5) Furthermore, the employee must be assigned an advancement level. Advancement levels are categorised as entry level, standard level and experienced level.
- (6) From 1 January 2005 the following regulation applies to all employees, independent of their entry date: the employee within his task group must be advanced to standard level after a maximum of 3 years at the entry level, and after a maximum of 4 years at the standard level, he must be advanced to experienced level.
- (7) The employer, with the collaboration of the works council, undertakes classification in the corresponding task group and advancement level.
- (8) The employee must be informed about the classification in the task group, advancement level including the lapsed years and the amount of the salary as well as all further changes by "notice of employment". (For sample "notice of employment" see annexe V)

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- (9) Proven previous employment periods corresponding to the respective task group must be credited upon classification in the advancement levels.
- (10) For crediting such previous employment periods it is not important if these were rendered with one or different employers.

In order to credit these periods, it is a prerequisite that the employee proves those periods to the employer when entering the company, but at the latest two months after the start of the employment by providing certificates or other work papers. Presentation of certificates or other work papers must be certified for the employee on the "notice of employment". Should this notice not be issued, the expiry period does not commence.

- (11) In the task groups "General Tasks" (AT) and "Specific tasks" (ST1), the minimum basic salary according to the collective agreement may be reduced by up to 5% in the entry level for employees who do not have relevant professional experience during the first 12 months of professional practice (e.g. training on the job, etc.). Proven practice periods in equivalent tasks are credited according to Art. 15 (10).

Employment periods spent like this are part of the maximum 3-year entry level period.

- (12) Maternity leave taken for the birth of the first child is credited for a maximum of 10 months as previous employment period as well as regarding advancement. This limit is also valid for maternity leave after multiple births. The crediting of previous employment periods applies only for changes between employers which are subject to this collective agreement. If maternity leave and employment happen at the same time, the period is only credited once.

This provision applies to maternity leave starting after 31 December 2011.

II. Task groups

Central tasks (ZT):

Ordered service tasks to support and/or maintain the entire company. All tasks are performed on general instruction.

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- Archive, magnetic tape administration
- Data recording, coding
- Data recording for the acceptance of problems
- Office workers
- Reception, telephone
- Post room, dispatch, storage
- Manipulation, print and copy room, data post-processing
- Utilities management
- Waitressing, cleaning, buffet
- Vehicle fleet
- Simple operating

General tasks (AT):

General administrative, commercial, technical as well as simple ICT tasks.

- Hardware installation and support
- Help desk, support
- Operating
- Work preparation
- Office, office organisation
- Processing: administration, finances, staff, building
- Accounting
- Costing, invoicing
- HR department, payroll accounting
- Assistance: service management, marketing, training, purchasing, sales, staff, legal
- Training
- Web design
- Simple software implementation
- Tele sales

Specific tasks (ST1):

Specific administrative, commercial, technical as well as ICT tasks (ICT = information and communications technology) which require a qualification and/or responsibility and are performed independently.

- ICT tasks with technical vocational training (technical secondary school, university of applied science, university) or corresponding practice equivalent to this training as long as it is not a simple ICT task as defined by the General tasks
- Software development

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- Application support, system support, ICT support with high complexity
- System operating
- Processing: administration, finances, staff, building, purchasing and sales
- Assistant management

Specific tasks (ST2):

Specific commercial, technical as well as ICT tasks,

- a) which require a special qualification or particular responsibility and are performed independently, or
- b) which include technical or personnel management tasks.

Employees who have less than 36 months of relevant professional experience as defined by the task description according to ST1 or ST2, may be classified ST1. At the latest after a total of 36 months (with consideration of relevant previous employment periods) it must be determined if a re-classification to ST2 is necessary due to the main tasks as defined by the ST2 task description.

ICT tasks:

- Organisation: application, system
- Planning: system, information
- Analysis: application, system, database
- Software development, system development
- Design: software, databases, job control
- Application support, system support
- Help desk/Advice: integrated data processing, application, technology
- Administration: network, databases
- Network technology, system technology
- Sales (Key account)
- Methodology, software engineering
- Quality management, control and audit
- System operating

Other:

- Balance sheet accounting, controlling, revision
- Lawyers, legal department
- Training and human resource development

Management (LT)

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Employees with comprehensive know-how and experience in management positions which have a great impact on the company in their fields.

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III. Minimum basic salaries

(1) Minimum basic salaries in task groups and advancement levels

As of 1 January 2016, the minimum basic salaries are:

2015	ZT	AT	ST1	ST2	LT
Young professionals according to Art. 15 I. (11)		1,701	2,187		
Entry level	1,450	1,790	2,302	2,871	3,777
Standard level	1,716	2,219	2,789	3,264	4,317
Experienced level	2,130	2,689	3,158	3,854	4,831

(2) Salaries for (holiday) trainees, temporary holiday staff

1. (Holiday) trainees are employees who are temporarily employed to receive professional (technical, commercial or administrative) preparatory training or training according to the public academic regulations. Temporary holiday staff are employees who are employed as a technical, commercial or administrative temp for a maximum of four months each per calendar year.
2. (Holiday) trainees and temporary holiday staff receive 50% of the respective entry level's minimum basic salary according to Art. 15 III (1).

IV. Procedure for advancements and reclassifications

- (1) In case of advancement within the same task group, the higher advancement level's minimum basic salary is due from the 1st of the advancement month.
- (2) In case of reclassification in a higher task group from an entry level, the higher entry level's minimum basic salary is due from the 1st of the reclassification month. Should the actual salary at

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the time of reclassification be higher than the higher advancement level's minimum basic salary, the previous actual salary as a minimum is due.

- (3) In case of reclassification in a higher task group from a standard level to an entry level or from an experienced level to a standard level, a further qualification bonus is due. The further qualification bonus is the difference between the minimum basic salaries of the previous task group/level and the new task group/level. This difference is added to the actual salary at the time of reclassification.

Valid from 1 January 2011: In case of reclassification from the task group "Specific tasks (ST1)" into the task group "Specific tasks (ST2)", a further qualification bonus of 75 percent applies. Should the thus calculated actual salary be less than the new minimum basic salary, the new minimum basic salary applies.

Valid from 1 July 2003: In case of reclassification from the task group "Specific tasks (ST2)" into the task group "Management (LT)", a further qualification bonus of 50 percent applies. Should the thus calculated actual salary be less than the new minimum basic salary, the new minimum basic salary applies.

- (4) In case of reclassification in a higher task group, the employee always starts in the 1st year of the respective advancement level. Advancements correspond to Art. 15 I (6).
- (5) In case of change from one task group into the next higher one, reclassification from the experienced level to the entry level is not possible; reclassification to the standard level is effected.

V. Actual increase

- (1) A company's total of the employees' contractual monthly basic salaries according to para. 2 must be increased as a whole by 1.34%, effective of 1 July 2016 at the latest. Individual increases of monthly basic salaries are incumbent on the employer, under consideration of the minimum basic salaries according to Art. 15 and the provisions of para. 4 and 5. The employer must provide payment of the respective minimum basic salaries as defined by Art. 15 III para. 1. The minimum basic salaries must be increased by 1 January 2016.

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- (2) In order to determine the actual increase of the monthly basic salaries, the sum of all employees' monthly basic salaries from July 2016 at the latest is compared with the salary sum of the same employees from October 2015. Company-specific reductions of the observation period are possible. Monthly basic salaries of employees as defined by para. 4 and 5 are not included.
- (3) The monthly basic salary must be calculated according to Art. 13 para. 2.
- (4) Up to 10% of all employees who are employed at the company in July 2016 or at the reduced due date as defined by para. 2 may be excluded from an individual increase of the monthly basic salary.
Independent of the result of the percentage calculation, up to 9 employees may be excluded from the increase of the monthly basic salary.
- (5) Another 15% of the employees may receive a single payment of at least half the percentage rate according to para. 1 of the annual salary (14 times the monthly basic salary as defined by Art 13 para. 2) instead of a sustainable increase, paid with the salary for July 2016 at the latest. The works council must be informed about this.
- (6) In companies with a works council, other agreements may be concluded if necessary for economic reasons, however, the social partners must be immediately informed about the content and its motivation. In companies without a works council, the arbitration board as defined by Art. 20 of the IT collective agreement may admit a variance due to economic necessities.
- (7) By 10 October 2016 at the latest, the works council must be informed about the implementation of the salary increase and the salary sum increase (including basic list October 2015). In case that the entire calculated salary sum is not yet distributed by this deadline (10 October 2016), the deficit must be distributed linearly among those employees as defined by para. (2). These increases are valid as of 1 July 2016.

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Art. 16 Apprentice salaries

- (1) As of 1 January 2016, the monthly apprentice salary is:

in the 1 st year of apprenticeship: 514.00
in the 2 nd year of apprenticeship: 712.00
in the 3 rd year of apprenticeship: 869.00
in the 4 th year of apprenticeship: 1,202.00

- (2) Apprentices who are not entitled to proceed to the next higher school level due to insufficient performance (not due to illness and/or accident) are only entitled to an apprentice salary of the previous year of apprenticeship for the following year of apprenticeship. If he is entitled to proceed to the next higher school level in this year of apprenticeship, he is entitled to the respective apprentice salary corresponding to the length of the apprenticeship.
- (3) After the end of the apprenticeship, during the retention period, apprentices must be classified according to their professional qualifications in the designated task group.

Art. 17 Calculation of the minimum basic salaries for part-time employees according to the collective agreement

- (1) In case of part-time employees, the minimum basic salary according to the collective agreement for full normal working hours according to the collective agreement must be divided by 167, and the result must be multiplied by the number resulting from the agreed number of hours (monthly hours, weekly hours multiplied by 4.33).
- (2) Regarding claims which are calculated based on working hours, and in particular regarding the calculation of special payments, regularly rendered overtime must be considered.

Overtime is considered regular if it was rendered in at least seven of the last 12 months prior to the accounting month. The average is also calculated based on the last 12 months.

- (3) Other agreements regarding regularity and calculation of the average may be agreed by company agreement and/or in

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companies without a works council by written individual agreement.

- (4) If the employee participates in the flexitime account model (Art. 4 IV.), overtime is considered in the calculation if within a period of 12 months prior to the accounting month overtime hours were paid. The calculation basis is 1/12 of the paid amount.

Art. 18 Employee inventions

- (1) The employer is entitled to be offered an employee invention invented by an employee during employment as defined by Art. 7 (3) of the Austrian Patent Act. The employer must comment on the offer within four months from the day of the offer and declare if he wants to claim the employee invention; the employer is sworn to full confidentiality until the patent is applied for. In case the employer claims, he must pay the compensation as provided for by law to the inventor and all incurring patent fees. On the employee's demand, the inventor must be named in the entry into the patent register, even if the employer appears as applicant. Furthermore, the provisions of the Austrian Patent Act and the individual agreements concluded according to this act apply.

Art. 19 Redundancy payment

- (1) In case employer and employee agree on transferring from the Redundancy Payment Act of the Austrian Act on Salaried Employment to the BMVG (Company Employee Severance Funds Act), both the employer and the employee are entitled to withdraw from the transfer agreement within one month from the signing of the agreement without providing any reasons. This does not apply if the transfer agreement is governed with regard to content by a company agreement according to Art. 97 para. 1 section 26 of the Austrian Labour Constitution Act (ArbVG) (Determination of framework conditions for the transfer to the redundancy payment law of the BMVG).

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Art. 19a Contributions to pension funds

- (1) According to Art. 26 section 7 of the Austrian Income Tax Act (EStG), employers, by mutual agreement with employees, may pay contributions to pension funds for employees instead of part of the hitherto paid salary or instead of salary increases which the employees are entitled to.
- (2) In this regard it must be ensured that the minimum basic salary as determined in Art. 15 et seq. of the collective agreement (incl. the annual increases according to the collective agreement) is by all means paid alongside the employer's contributions to the pension funds. Payment of contributions as a consequence of salary conversion or salary increase must be immediately set vestedly for the prospective beneficiaries.
- (3) In companies with a works council, a company agreement must be concluded according to Art. 97 (1) 18a of the Austrian Labour Constitution Act (ArbVG). In companies without a works council, an individual written agreement may be concluded.

Art. 20 Arbitration of trade disputes

- (1) A committee must deal with settling trade disputes which arise from the interpretation of this collective agreement as well as from matters according to Art. 21 (3) before calling on the Federal Arbitration Board or another arbitration board. This committee must be composed of three equal representatives of each of the contractual organisations whose members should as far as possible have been involved in the negotiations of this collective agreement.
- (2) The committee is first constituted upon the coming into effect of this collective agreement.

Art. 21 Final and transitory provisions

The final and transitory provisions refer to the implementation of this collective agreement as of 1 January 2001.

- (1) All employees who are subject to the scope of this collective agreement must be classified into the task groups and

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advancement levels according to Art. 15 by 31 March 2001 at the latest. Employment periods in the company must be considered in the new classification as defined by Art. 15 I. (9).

- (2) Actual salaries are not increased by this new classification provided that they are higher than the new minimum basic salaries according to Art. 15 III.
- (3) In case this actual salary corresponds to the minimum basic salary of the collective agreement for trade employees and the minimum basic salary according to Art. 15 III. is lower, the actual salary is considered a guaranteed minimum. This existing, guaranteed salary is not subject to any valorisation as long as the minimum basic salary according to Art. 15 III. is the same or higher.

Employees who are paid the minimum basic salary from 31 December 2000 according to the collective agreement for trade employees, who were classified the same as/higher than 12 job category years and who could expect an advancement within the job category by 31 December 2002, receive a one-time salary increase of EUR 109.01 (ATS 1,500.00) as of 1 January 2001. In case the actual gross salary prior to the new classification is higher than the one according to the collective agreement for trade employees, there is a one-time salary increase (difference) of up to EUR 109.01 (ATS 1,500.00) overpayment. In case the actual salary is the same as or higher than EUR 109.01 (ATS 1,500.00), this increase is inapplicable.

Art. 22 Special agreements

- (1) This collective agreement's clauses may neither be revoked nor limited by company agreement or in companies without a works council by written individual agreement as long as they govern the legal relationship between employer and employee. Special agreements are only effective if they are more favourable to the employee or if they concern matters which are not regulated in the collective agreement. Existing agreements which are more favourable to the employee remain unaffected.
- (2) Company agreements which concern matters that are not governed by this collective agreement remain unaffected.

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- (3) Voluntary agreements may only concern improvements compared to the provisions of the collective agreement.
- (4) For existing enforceable company agreements (Art. 97 (1) section 1-6a of the Austrian Labour Constitution Act (ArbVG)) which concern provisions in the collective agreement, the employer and the works council should find a new solution by mutual agreement. Should a solution by mutual agreement not be found by 31 December 2001, the committee according to Art. 20 of this collective agreement can be called upon by this deadline for arbitration.

Art. 23 Training certification

As the employees' continuous technical and personal training and further training are especially important in the field of automatic data processing and information technology (IT sector), companies, in order to show how important lifelong learning is, may obtain a nationally-valid training certificate from an independent certification body, according to criteria jointly determined by employer and employee representation.

Art. 24 Annexe

- Annexe I: Table for kilometre allowance according to the Provisions for Journey Fees 1955, Federal Law Gazette no. 1955/133 in the form of Federal Law Gazette no. 111/2010
- Annexe II: Domestic allowances according to Art. 26 (4) letter b of the Austrian Income Tax Act (EStG) (daily allowance) and according to Art. 26 (4) letter c of the Austrian Income Tax Act (EStG) (accommodation allowance)
- Annexe III: Foreign allowances according to the Federal Government's regulation on determining travel allowances for working abroad, Federal Law Gazette no. 2001/434
- Annexe IV: Tele work agreement

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- Annexe V: Sample "notice of employment" according to the Act on Employment Contract Law Adaptions (AVRAG), free of charge according to the decree of the Austrian Federal Ministry of Finance from 1 March 1994, no. 100859/2-IV/10/94
- Annexe VI: Information sheet for business journeys which last longer than one month

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Vienna, 11 February 2016

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