

TARIFF AGREEMENT ON RATIONALISATION, NOTICE
AND INCOME PROTECTION
(Prota)

The Federal Republic of Germany, represented by Federal Ministry of Finance

- in agreement with the Highest Authorities of the Sending States' Forces,

o n o n e s i d e

and

The Union of Workers in Public Services, Transport and Traffic

- Main Executive Committee -

The Industrial Union of Metal Workers for the Federal Republic of Germany

- Main Administration -

NGG Union (Catering)

- Main Executive Committee -
for salaried employees and wage earners

as well as

The German Salaried Employees' Union

- Federal Executive Committee -
for salaried employees

O n t h e o t h e r s i d e

have concluded the following Tariff Agreement.

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Article 1

Personal Scope of Application

1. This Tariff Agreement applies to all employees who fall under the scope of application of CTA II/CTA II (French), have a reckonable period of employment of at least two years, have completed the 21st year of age and are in employment of indefinite duration.
2. This Tariff Agreement also applies to employees in employment of definite duration, if this follows immediately an indefinite employment with the Forces of the same Sending State, and which has been terminated by notice of dismissal served by the employer or by a written annulment contract for the reasons quoted in Article 2.
3. Reckonable period of employment in the meaning of this Tariff Agreement is the reckonable period of employment (Art.8, para 1, 2, and 4 CTAII/CTAII (French) with the Forces of the same Sending State.

Article 2

Material Scope of Application

1. Employees have an entitlement to the benefits of Articles 4 to 7 of this Tariff Agreement if they lose their present place of work as result of an organisational measure at the instigation of the Sending States' Forces (also by ousting as result of a Social Selection) or if the value of their working place is diminished for these reasons.
2. Organisational measures in the meaning of this tariff agreement are:
 - a) disbandment of the employing agency
 - b) merger of the employing agency with one or more other employing agencies of the same Sending State
 - c) Relocation of the employing agency outside the commuting area in the meaning of Art 4, para 4d, sentence 1 or outside the area covered by the scope of application of the CTA II/CTA II (FRENCH) (FEDERAL REPUBLIC OF GERMANY)
 - c) Reorganisation within the employing Agency
 - d) Measures fulfilling the prerequisites of Art 2, para 1 of the Tariff Agreement dated 31 August 1971 on Social Security of the employees with the Sending States' Forces within the area of the Federal Republic of Germany (TA Social Security)
3. Employees who, in the case of a transfer of business according to Art 613 a of the German Civil Code have objected to the transfer of their employment, and who must therefore be dismissed, are entitled to the benefits according to this Tariff Agreement.

Article 3

Works Councils

Cooperation rights, to which the Works Councils are entitled under legal provisions and international agreements, are not affected.

Article 4

Entitlement to Alternative Employment

1. If an employee, who fulfils the prerequisites for entitlements in accordance with Art 2, loses his or her present job or if the value of the present job is diminished, then a job becoming available in the meaning of the following paragraphs will be offered to him if he/she is suitable for this job. The suitability will be determined before the conclusion of a working contract under the scrutiny of competent authorities of the individual Sending State.
2.
 - a) The offer (para 1) shall in the first place extend to a job of equal value.
 - b) If the employee has rejected a workplace offered to him in accordance with para 2 a) for a justifiable, personal reason he will be offered another workplace of equal value.
 - c) If this particular workplace of equal value is not available an equivalent workplace will be offered. The obligation to offer other acceptable workplaces is restricted to four offers.
 - d) The offer of para. 2 a to 2 c shall extend to all workplaces with the same or another employing agency of the same Sending State within the commuting area.
 - e) If the employee rejects the offer under para 2 a without there being a justifiable personal reason, or if he rejects the offer under para 2b then he will not receive further offers under para 2c and 3 and will not receive the benefits under Article 7 of this Tariff Agreement.
3.
 - a) At the request of the employee a workplace of equal value with the same service or organisation in the meaning of Article 71 of the Supplementary Agreement to NATO SOFA within the scope of CTA II/CTAII (French), which may be outside the commuting area, will be offered to him.

Protocol Note re para 3a:

Within the area of the British Sending State's Forces the term "Scope of CTA II is substituted by the area of a Garrison/RAF Station.

- b) If the employee accepts an offer of employment under Article 3 a, the Sending State will grant mobility allowance as governed by provisions of the individual Sending State.
- c) If the employee rejects an offer in accordance with his request for a workplace under para 3 a he will not receive any further offers in accordance with para 2, and he will not receive the benefits under Article 7 of this Tariff Agreement.
- d) If the employee has compelling reasons for rejecting the offer of a workplace under para 3 a then he will, in deviation from para 3 c above, receive only the benefits in accordance with Article 7 of this Tariff Agreement.

4.
 - a) Of equal value in the meaning of para 2 and para 3a are all workplaces in the same wage/salary group or in another wage/salary tariff at a comparable tariff rate. Comparable is the tariff rate of the other wage/salary tariff which equates the present tariff rate or exceeds it.
 - b) Reasonable in the meaning of para 2 c are all workplaces in a wage/salary group with a rate of scale which does not fall below the employee's current rate of scale by more than 20 %.
 - c) In comparing tariff rates of tariffs with step increments the step increment reached by the employee in each case is to be used. If the employee's current wage/salary tariff has no provision for step increments then the rates of the relevant final steps are to be compared.
 - d) The commuting area comprises all municipalities within a radius of 60 Kilometers of the municipality of the present permanent working location. If the employee's place of residence lies outside this radius then the commuting area will, in deviation from sentence 1, comprise all municipalities within a radius of 60 Kilometers from the employee's place of residence. Distances are measured from centre to centre of the municipalities. In the case of sentence 2 the employee has the choice of electing that instead of the commuting area applicable to him in accordance with sentence 2 the commuting area under sentence 1 shall apply. This election can only be made within one week after receipt of the notice of dismissal. The claim on alternative employment shall be held in abeyance until the end of this week's period.
5. Employees whose regular working time was established in accordance with Article 9, para 1 or 2 CTA II/CTA II(French) will be offered a workplace with working time which corresponds at least to the regular working time in accordance with Article 9, para 1 CTA II/CTA II(French)
6.
 - a) In the context of paras 1 and 2 the employee will also be offered a workplace if he is not yet suitably qualified (para 1) but if it can be expected that he can acquire this through familiarisation in the new work place, unless urgent operational reasons oppose this. The required familiarisation period will be determined by the Employing Agency in advance. As a rule it may not exceed 6 months.
 - b) For the period of familiarisation the employee shall receive the remuneration that he would be entitled to after successful completion of the familiarisation.
 - c) Should the employee -prove unable to acquire the necessary skills during the period of familiarisation a notice of termination - as the case may be even before expiry of the period of familiarisation - shall be permissible under observation of the notice periods according to Article 44 CTA II/CTA II(French). In such cases the employment ends for the reasons mentioned in Article 2, para 2. Notice of termination shall not be permissible if the employee can continue to be employed in a different job requiring no familiarisation and if the employee accepts a corresponding offer. (paras 2 and 3).

Article 5

Income Protection

1. If according to Article 4 the employee is provided with a new job or is regraded in his present job (alteration), and if therefore the basic pay due to him as per tariff is less than their old basic pay they shall be entitled to income protection. (Income Protection Supplement).
2.
 - a) The income protection supplement corresponds to the difference between the old and the new basic pay as per tariff (Art. 16 para 1a less item 7 CTA II/CTA II (French)) computed on the basis of the regular work hours in accordance with Art 9, para 1 CTA II/CTA II (French) for the previous job.
 - b) Any increases in basic pay [Art. 16, para 1 a less item (7) CTA II/CTA II (French)] shall be offset against the income protection allowance.
3.
 - a) The income protection supplement according to para 1 and para 2 shall be granted to employees who have reached a period of employment of

5 years	for a period of	6 months
10 years	for a period of	12 months
20 years	for a period of	18 months
25 years	for a period of	24 months
 - b) An employee, who, at the time of the alteration, has completed his 55th year of age and reached a period of employment of 20 years, shall retain the entitlement to income protection until the end of his employment. For these employees general tariff increases will - in deviation from para 2b - not be offset during the first 60 months (at the most), or until he completes his 65th year of age.
4. If an employee who is in receipt of the income protection supplement in accordance with paragraphs 1 and 3 refuses to take over an activity for which he would be entitled to a higher basic compensation than that currently paid to him (excluding the income protection supplement) although he is qualified for it, then he will receive the income protection supplement only until that point of time from which he would have been entitled to the higher remuneration.
5. The income protection supplement is a supplement in the meaning of Article 16, para 1a (4) CTA II/CTA II (French).

Article 6

Release from Work for Occupational Training Measures

1. Insofar as training measures are carried out by the Sending States Forces employees affected by measures in the meaning of Article 2 shall have access to these courses as laid down in the relevant administrative regulations of the Sending States Force.
2. Employees whose employment relationship is to be put under notice for the reasons mentioned in Article 2, paras 2 or 3, or has been put under notice or ends by annulment contract, may be released from work to take part in vocational training measures subject to operational requirements.
 - a) Employees can be fully released from work without pay to participate in vocational training measures supported by the provisions of the third Social Book (SGB III). For the period for which the employee receives a subsistence allowance according to the provisions of the Third Social Law Book (SGB III) while he is released from work he shall be paid a supplement amounting to the difference between the subsistence allowance and the basic pay on which the calculation for the allowance was based. Taxes and social insurance contributions payable on the allowance shall be borne by the employer. The supplement is to be considered "other earnings" in the meaning of Art 16, 1.c, CTA II/CTA II French. Asset accumulation payments and the contributions to the Group Insurance continue to be paid to the current extent.
 - b) If the measure is not conducted as a full time measure or if the participant has no claim to the subsistence allowance for other reasons the employee can be released from work on full pay for up to the duration of his regular working time per month to participate in training measures considered beneficial by the Labour Exchange. Weekly working hours are calculated by using the division factor 13: 3. The same applies to the participation in advisory or qualification measures conducted by the government supported vocational training institutes as well as for the probationary employment outside the Sending States Forces.
 - c) The above provisions apply also to employees crossing national borders to the place of work (Grenzgänger) if they take part in vocational training measures in the country of their residence for which legal provisions similar to those of the SGBIII exist.
 - d) For the period of release from work the entitlement to alternative employment in accordance with Art 4 is suspended.

Article 7

Redundancy Payments

1. Upon the termination of the employment relationship for the reasons stated in Article 2, paragraph 2, by notice issued by the employer or by annulment contract the employee receives a redundancy payment amounting to 1/3 of the last regular monthly earnings (Art 17 CTA II) for each completed year of reckonable employment, but not exceeding 7 monthly rates.
2. Upon the termination of employment for the reasons stated in Article 2, 1, TASS (Art 2, para 2.e.) by notice issued by the employer or by the conclusion of an annulment contract, employees who on the last day of their employment

- have reached 40 years of age
- have a reckonable period of employment of at least 10 years
- have been employed full-time for at least one year in the meaning of Article 3, para 2a., TASS
- whom no other reasonable job in the sense of Article 2, Para 3 TASS has been offered

shall receive, in deviation from para 1 above, a one time redundancy payment amounting to three months earnings - for employees with the US Forces two months earnings - of their last regular earnings (Art 17 CTA II).

3. The redundancy Payment in accordance with para 1 or para 2 above shall be increased for employees whose employment is terminated prior to 31 October of the calendar year by an amount of 6.1/3 % of the earnings received between 1 Nov of the previous year and the date of termination in the meaning of Appx W, para 2, CTA II.
4. Employees who have to be served with notice of termination of employment for the reasons mentioned at Art 2, para 2, following their refusal to transfer on the occasion of a transfer of undertakings in accordance with Article 613a BGB (German Civil Code) will receive 50 % of the benefits according to paras 1 and 3.
5. If the employee has received redundancy payments under paras 1 and 2 above on a previous occasion, reckonable periods of employment prior to the previous redundancy payment are not taken into account. Para 3 remains unaffected.
6. There is no entitlement to redundancy payments if the employee has refused to accept an offer of indefinite continued employment in accordance with Article 4, paragraph 2.a) giving an acceptable reason or in accordance with paragraph 2.b).
Furthermore, there is no entitlement to redundancy payments if the employee has refused to accept an offer of indefinite continued employment in accordance with Article 4, paragraph 3.a) in connection with paragraph 3.b).
7. An entitlement to redundancy pay does not exist if the employee has been granted compensation for the termination of the employment relationship by court judgement or by compromise.
8. The redundancy payment is to be effected immediately after the termination of the employment relationship. There is no entitlement to the payment as long as a court case concerning the validity of the notice of termination is pending.

Article 8

Notice Protection Provisions and Personal Allowance

1. After a reckonable period of employment of 15 years the employment relationship of an employee who has reached 40 years of age cannot be terminated by ordinary notice issued by the employer.
2. The notice protection under paragraph 1 above does not apply to notices for one of the following reasons:
 - a) Disbandment of employing agency.
 - b) Move of the employing agency outside the area where this Tariff Agreement applies (Federal Republic of Germany).
 - c) Removal of the employee's field of work for other reasons than those stated in a) and b) above.

d) Move of the employee's field of work with the employing agency or to another employing agency in the area where this Tariff Agreement applies (Federal Republic of Germany).

The notice periods applicable to an ordinary notice of dismissal must be observed in all cases named und a) – d). Paragraph 3 b is not affected.

3. The notice protection at paragraph 1 does not affect:
 - a) Notices of alteration of employment conditions
 - b) The extraordinary notice in accordance with Article 626 German Civil Code.
4.
 - a) If the employee who has fulfilled the prerequisites of para 1 has been transferred to another job for the reasons mentioned in paras 2.c or 2.d or if he has accepted a notice of alteration of employment conditions (para 3.a.) and if the basic pay per tariff for the new job for the same hours of work falls below the assessment limit he is entitled to a personal allowance in accordance with the following provisions.
 - b. The assessment threshold is that basic pay which the employee would receive on downgrading by one wage/salary group in his former wage/salary tariff.
 - c) In each case the basic pay consists of the positions agreed in Article 16, para 1.a (less item 7) CTA II. Only wage/salary components agreed in the tariff will be taken into account.
5.
 - a) The personal allowance corresponds to the difference between the basic pay (para 4 .c) which is due to the employee for the new job and the assessment limit (para 4.b) at the commencement of the new job.
 - b) The comparative calculation according to para a) is always based on the work hours agreed in Article 9, para 1, and for the period of one calendar month.
Monthly payments per tariff which apply to deviating work hours agreed in the tariff shall first be converted the hours of work laid down in Art 9, para 1 CTA II.
If components of the basic pay have been agreed as hourly rates they shall be multiplied by the number of monthly hours on which the provisions of Art 16, para 3 CTA II are based.
 - c) The following shall also be taken into account in the comparative calculation:
 - (1) The provisions of Article 55 CTA II shall be applied.
 - (2) The additional salary groups 4a to 7a in the salary scale C CTA II (Art 63 CTAII) shall be considered as separate salary groups for the application of the terms 'downgrading' and 'upgrading'.
 - (3) For managers and their deputies the job criteria and payments agreed in Appendix H and in Appendix T CTA II shall each be regarded as an independent salary group.
 - (4) The abolition of a foreman/chargehand supplement shall not be regarded as downgrading the wage-earner. However, for the purpose of the comparative calculation the former foreman/chargehand supplement shall be included in the assessment limit.
 - d) For part time employees a Personal Allowance calculated in accordance with the above provision decreases in the same proportion as the regular work hours in the part-time employment in comparison with the work hours agreed in Art 9, para 1 CTA II.
6. Each increase in pay in consequence of

- Up-grading or
- Change of tariff or
- Change of employing agency or
- substitution (temporary change of duties) or
- appointment as foreman/charge hand

shall be offset against the Personal Allowance. Para 5.b applies accordingly for the set off.

7. If the employee in the further course of employment is again affected by reduction in his basic pay in the meaning of para 4.a then para 5 shall apply by taking into consideration that with the comparative calculation the basic pay (if applicable including a Personal Allowance) which the employee has last received shall, in deviation from para 4.b be used as the assessment limit. If, in the meantime, the original decrease of the employee's basic pay has been fully balanced by measures mentioned in para 6 the employee shall be treated as if a decrease of the basic pay occurs for the first time.

Article 9

Final Provisions

1. This tariff agreement is effective from 1 August 1997

It applies to notices which are issued on 1 August 1997 or later and to annulment contracts as well as to alterations (Art 5, 1.) which are agreed on 1 August 1997 or later.

2. This Tariff Agreement may be put under notice with a notice period of 6 months to the end of a calendar month.

Bonn, 2nd July 1997

Signed for the Federal Republic of Germany
The Federal Minister of Finance

For the Trade Union ÖTV