



# **Collective Agreement of the Austrian Electrical and Electronics Industry**



**May 1<sup>st</sup>, 2024**

**This English text is not an authentic and, hence, not a legally binding version of the Collective Agreement of the Austrian Electrical and Electronics Industry but a working aid.**

**Solely the German version published by the Professional Association of the Electrical and Electronics Industry is legally binding and authentic.**

**With regard to individual contractual relations both the collective agreement and the applicable labour legislation must be taken into consideration.**

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Translation of edition 2022: Mag. Luke Green, BMus – <https://lukegreen.at>

Translation of amendments: Professional Association of the Electrical and Electronics Industry

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## ABBREVIATIONS

CASEEEI	Collective Agreement of Salaried Employees of the Electrical and Electronics Industry [KVAngEEI]
CAWWEEI	Collective Agreement of Waged Workers of the Electrical and Electronics Industry [KVArbEEI]
PAEEI	Professional Association of the Electrical and Electronics Industry [FEEI]
years in EG	years of service in an employment group [BG-J]

## LAWS mentioned in the collective agreement:

German	English
ABGB	Austrian Civil Code
Allgemeines Sozialversicherungsgesetz (ASVG)	General Social Insurance Act
Angestelltengesetz (AngG)	Salaried Employees Act
Arbeiter-Abfertigungsgesetz	Workers' Severance Pay Act
ArbeitnehmerInnenschutzgesetz	Health and Safety at Work Act
Arbeitskräfteüberlassungsgesetz	Temporary Agency Work Act
Arbeitslosenversicherungsgesetz	Unemployment Insurance Act
Arbeitsmarktförderungsgesetz (AMFG)	Labour Market Promotion Act
Arbeitsmarktservicegesetz	Public Employment Service Act
Arbeitsplatzsicherungsgesetz (APSG)	Security of Workplace Act
Arbeitsruhegesetz (ARG)	Rest Periods Act
Arbeitsstättenverordnung	Workplaces Ordinance
Arbeitsverfassungsgesetz (ArbVG)	Labour Constitution Act
Arbeitsvertragsrechts-Anpassungsgesetz (AVRAG)	Employment Contract Law Adaptation Act
Arbeitszeitgesetz (AZG)	Working Time Act
Berufsausbildungsgesetz	Vocational Training Act
Betriebliches Mitarbeiter- und Selbständigenvorsorgegesetz (BMSVG)	Corporate Staff and Self-Employment Provision Act
Dienstnehmerhaftpflichtgesetz	Employees Liability Act
Entgeltfortzahlungsgesetz (EFZG)	Continued Remuneration Act
Familienlastenausgleichsgesetz	Family Burdens Equalisation Act
Gleichbehandlungsgesetz	Equal Treatment Act
Insolvenzordnung	Insolvency Code
Mutterschutzgesetz	Maternity Protection Act
Nachtschwerarbeitsgesetz	Heavy Night Work Act
Patentgesetz	Patents Act
Reisegebührenvorschrift	Travelling Allowance Regulation
Urlaubsgesetz	Paid Leave Act
Väter-Karenzgesetz	Paternity Leave Act
Wehrgesetz	Austrian Military Service Act

## NOTES

Passages highlighted in **green** in the text of the collective agreement apply only to **salariated employees** [*Angestellte*], passages highlighted in **blue** only apply to **waged workers** [*Arbeiterinnen und Arbeiter*].

**New regulations and clarifications** compared to the status of 1.5.2023 are highlighted in **red**.

Where the term 'employee' is used, this refers to both salariated employees and waged workers unless otherwise specified.

All **laws** mentioned in the collective agreement are available at <https://www.ris.bka.gv.at/Bund/>

- The **collective agreements** of the electrical and electronics industry from 2001 onwards in German and from 2022 onwards in English,
- the collected and thematically arranged **explanations** of the PAEEI on the collective agreements from 2006 onwards,
- **folder** about the payment system and business trips regulations in German and English,
- **sample agreements** for distribution option, one-time payment option and time-off option are available at <https://www.feei.at/aktuelles/kollektivvertrag-2024-informationen-und-dokumente/> > „Weiterführende Links“

## SECTION 1 PARTIES TO THE COLLECTIVE AGREEMENT AND SCOPE OF APPLICATION

### Parties to the collective agreement

1. This collective agreement is concluded between the
  - Professional Association of the Electrical and Electronics Industry [*Fachverband der Elektro- und Elektronikindustrie*] and the
  - Austrian Trade Union Federation [*Österreichischer Gewerkschaftsbund*], **Trade Union GPA** [*Gewerkschaft GPA*] / **Trade Union PRO-GE** [*Gewerkschaft PRO-GE*].

### Geographical, professional and personal scope of application

2. **This** collective agreement shall apply
  - **geographically** to the territory of the Republic of Austria;
  - **professionally** to all members of the Professional Association of the Electrical and Electronics Industry;

#### [CASEEEI:]

- **personally** to all employees subject to the Salaried Employees Act, to commercial apprentices and to technical draughtsman apprentices. For compulsory trainees only Section 6 item 67 applies.

This collective agreement does not apply:

- to members of the executive board, directors, managing directors of limited liability companies, insofar as the aforementioned are not subject to Chamber of Labour levies;
- to trainees; these are persons who are employed for the purpose of (preparatory) vocational (technical, commercial or administrative) training, provided that this was expressly stipulated at the time of recruitment and they are not employed in a company for more than six months.

#### [CAWWEEI:]

- **personally** to all workers employed in these businesses and for industrial apprentices, hereinafter referred to as employees.

### Date and duration of application

3. This collective agreement shall enter into force on 1.5.2024.

It shall be concluded for an indefinite period of time and may be terminated by either party by giving 3 months' notice to the last day of a calendar month by registered letter.

Negotiations on a new collective agreement shall be commenced during the notice period.

## SECTION 2 COMMENCEMENT AND TERMINATION OF EMPLOYMENT

### Commencement of employment

1. The employee shall be provided with a written contract of employment or notice of employment [*Dienstzettel*]<sup>1</sup> setting out the main rights and obligations arising from the employment. Periods of employment in other companies in employment group F shall be listed.

2. A probationary period of employment may be agreed for a maximum period of one month and may be terminated by either party at any time during this period.

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<sup>1</sup> Specimen in Appendix 3 (page 64); amendments to the notice of employment shall in any case be made in the cases mentioned in Section 6 item 10 (page 20).

## Termination of employment

### Notice periods<sup>2</sup>

[CAWWEI:~3]

3. The **waged worker** may terminate the employment by giving notice to the end of the working week, subject to the following notice periods.

The notice period shall be:

Years of service	Notice period
up to 1	1 week
over 1 up to 5	2 weeks
over 5 up to 10	4 weeks
over 10	6 weeks

The duration of an apprenticeship period which began after 1.1.2002 shall not be taken into account when calculating the notice period.

4. The **company** may terminate the employment by giving notice as of the last day of a calendar month, subject to the statutory provisions and the notice periods set out below. This shall also apply to all employment contracts existing beyond 30.9.2022 and to new employment contracts established at a later date.

The notice period shall be:

Years of service	Notice period
up to 2	6 weeks
over 2 up to 5	2 months
over 5 up to 15	3 months
over 15 up to 25	4 months
over 25	5 months

The duration of an apprenticeship period which began after 1.1.2002 shall not be taken into account when calculating the notice period.

### Continuation of remuneration in the event of termination

5. If an employee is dismissed during a period of inability to work, dismissed prematurely without good cause or if the company is at fault for the premature resignation, the entitlement to continued remuneration [CAWWEI:] including sick pay supplement shall continue until the entitlement is exhausted, despite the employment ending earlier.

In the event of illness during the notice period, all entitlements under the collective agreement shall end on the last day of the notice period.<sup>4</sup>

### Time off upon termination

6. In the event of termination by the company, the employee shall be entitled to at least one working day<sup>5</sup> off in each working week during the notice period, but at least 8 hours (in the

<sup>2</sup> The consideration of periods [CASEEEI:] as a waged worker / [CAWWEI:] in salaried employment as well as of periods of statutory parental leave when determining the notice period is regulated in Section 3 (page 4).

<sup>3</sup> Note by PAEEI: § 20 Salaried Employees Act applies to salaried employees.

<sup>4</sup> In the event of the death of the employee, item 8 shall apply.

<sup>5</sup> Note by PAEEI: Granting a full free working day per week to persons with less than 5 working days per week, would favour them without any objective reason. Therefore, in our opinion, item 6 is void. This means that only the statutory regulations apply. (According to § 22 Salaried Employees Act and § 1160 General Civil Code, if the company terminates the employment during the notice period, at least one fifth of the regular

case of part-time employment, to the aliquot part), with continued remuneration. [CAWWEI:] In the event of termination by the waged worker, the time off shall amount to at least 4 hours (in the case of part-time employment, the aliquot part is due). This does not apply

- in the case of non-performance of work,
- for termination of employment upon reaching retirement age, if there is an entitlement to a pension from the statutory pension insurance, provided a certificate of provisional health insurance has been issued (§ 22 para 2 Salaried Employees Act).

The day on which time off may be claimed must be agreed. If no agreement is reached, the last 8 (or 4) hours of the working week shall be taken off (in the case of part-time employment the aliquot part).

In the case of shift work, these provisions apply mutatis mutandis.

### **Information in the case of fixed-term contracts**

7. If a fixed-term employment contract of more than two months' duration (including any trial month) has been agreed with the employee and the company does not wish to continue it beyond the expiry of the fixed term, it shall inform the employee of this no later than two weeks before that date.

This notification may be omitted if

- the employee has already requested the time off to which he or she is entitled upon termination of the employment, or
- it is clear from the outset that an extension is not intended, or
- the employee has informed the company that he or she does not wish to continue the employment beyond the fixed term.

If the notification is not made or is made late, at least 3 days off must be agreed. Unused days off must be compensated for.

### **Death grant**

8. In the event of the death of an employee, any legal heir whom the deceased was legally obliged to maintain shall be entitled to a death grant amounting to one month's remuneration. If there are more than 3 eligible surviving dependants, a total of 3 months' remuneration is due; this is to be divided per capita. If only one child has this entitlement and the deceased was a single parent (without a spouse or registered partner), this child is entitled to 2 months' remuneration.

### **Period of continued employment of apprentices**

9. Apprentices shall continue to be employed in the occupation in which they are trained for 6 months after the proper completion of the apprenticeship period; if this period of continued employment does not end with the last day of a calendar month, it shall be extended to that day. If the company does not wish to continue the employment beyond the period of continued employment, it shall terminate the employment by giving 6 weeks' notice to the end of the period of continued employment.

If the apprentice has completed less than half of the apprenticeship period stipulated for the apprenticeship occupation at the company, the period of continued employment stipulated in the collective agreement shall also be reduced to half (3 months and extension to the last day of the month).

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weekly working hours must be released each week at the employee's request without salary/wage cut.) It remains to be seen whether the courts will agree with the PAEEI's legal opinion.

By mutual agreement between the chamber of commerce of the respective federal province and the regional office of the Trade Union GPA / the regional executive committee of the Trade Union PRO-GE, the period of continued employment under the collective agreement may be shortened if the requirements pursuant to § 18 para 3 Vocational Training Act are met.<sup>6</sup>

If the employee was not able to take the final apprenticeship examination during the shortened period for reasons for which he or she is not responsible, he or she shall in all cases continue to be employed in the learned occupation until the first scheduled date of the final apprenticeship examination, but for no longer than 6 months.

### **SECTION 3 LENGTH OF SERVICE, PARENTAL LEAVE,<sup>7</sup> FAMILY LEAVE**

#### **Length of service**

1. For all entitlements of the employee which depend on the uninterrupted duration of an employment contract, the periods of service in businesses of the same company which were interrupted from [CASEEEI:] 1.5.2012 / [CAWWEEI:] 1.7.1988 for no more than 90 days (previously no more than 60 days) shall be aggregated. This also applies if a waged worker changes to a salaried employment contract or vice versa, whereby the respective credited previous periods of service are to be taken into account.

The entitlement to aggregation does not apply if the previous employment was terminated by dismissal through the employee's fault or by resignation without serious cause.

#### **Crediting of parental leave<sup>8</sup>**

2. For the entitlement to severance pay old, statutory parental leave taken during the employment and

- which began on 1.1.2003 or later shall be credited to the full extent, or
- which began before 1.1.2003 shall be credited up to a total of 10 months.

For all other entitlements that depend on the uninterrupted duration of the employment contract, statutory parental leave taken during the employment

- and which began on 1.5.2017 or later shall be credited up to 22 months per child,
- and that which began before 1.5.2017 shall be credited up to 22 months in total.

The prerequisite is a minimum duration of 3 years of employment, whereby statutory parental leave is to be included.

#### **Information in the case of parental leave**

3. In the case of statutory parental leave of more than 10 months, the company must inform the parent on leave, in writing in the sixth or fifth month before the end of the leave, when the leave will end.

- If this notification is late, the employee may start work up to 4 weeks after the notification, but at the earliest at the end of the maternity leave, or declare his or her resignation.<sup>9</sup>

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<sup>6</sup> The statutory period of continued employment may be shortened in accordance with § 18 para 3 Vocational Training Act.

<sup>7</sup> The crediting of certain periods for the extent of annual leave is regulated in § 3 Paid Leave Act as well as in Section 14 item 1 (page 52). The crediting of periods as an apprentice for severance pay old is regulated in § 23 para 1 Salaried Employees Act [CAWWEEI:] in conjunction with § 2 Workers' Severance Pay Act.

<sup>8</sup> The crediting of statutory parental leave for advancement [CAWWEEI:] as well as the competency allowance is regulated in Section 6 item 19 (page 24) and Section 6c item 1 (page 33) respectively.

<sup>9</sup> This does not restrict the statutory right to leave (up to 3 months before the end of the parental leave).

- If there is no notification, the employee must start work or resign at the latest at the end of the entitlement to childcare allowance (if this extends beyond the end of the maternity leave). If the employee starts work after the end of the maternity leave but before the expiry of the entitlement to childcare allowance, he or she must give at least 4 weeks' notice, unless otherwise agreed.

If the employee is not subject to the provisions of the Corporate Staff and Self-Employment Provision Act (severance pay new), in the event of such a resignation there is an entitlement to severance pay old pursuant to [\[CAWWEEI:\] § 2 Workers' Severance Pay Act in conjunction with § 23a paras 3 and 4 Salaried Employees Act](#).

Failure to work between the end of statutory parental leave and the return to work shall not be deemed to be in breach of duty in those cases in which timely notification was not given. There is no protection against dismissal beyond the statutory period.

### **Special family leave**

4. Employees shall be entitled to unpaid special family leave of up to 31 days if they apply for it in writing at least three months before the expected date of birth of the child. The time when the family leave is taken within the period of 91 days from the expected date of birth must be agreed with the company.

Entitlements that depend on the duration of the employment contract (such as advancements, service anniversaries, extent of annual leave, severance pay old) are not reduced by the special leave.

## **SECTION 4 WORKING HOURS**

### **Normal working hours – principles**

1. The weekly normal working time, excluding breaks, shall be 38.5 hours. Existing shorter normal working hours shall remain in effect.

Normal working hours shall be spread over 5 days, if possible.

The normal daily working time, excluding breaks, is in principle up to 8 hours. In the case of flexible working hours, the normal daily working time may be up to 10 hours.

### **Determination of the scheduling of working hours**

2. The distribution of normal working hours and the scheduling of breaks shall be determined in agreement with the works council; in businesses without a works council, by individual agreement.

### **Compatibility of work and family, balancing of interests**

3. When distributing normal working hours, particularly in the case of shift work and night work, both operational requirements and important personal interests of the employees shall be taken into account. In particular, care must be taken to ensure the compatibility of work and family.

This also applies to the permissible arrangement of full-time or part-time extra hours, overtime and business travel. Employees may also choose not to comply with directives which are permitted by their employment contracts, but which are provably barred by important personal interests. Full-time or part-time extra hours as well as overtime on the same day may be refused in any case, except in unforeseeable circumstances.

The works council must be informed if overtime is ordered for groups of employees. If the works council cannot be informed in advance, it must be informed immediately after the impediment has ceased to exist.

Food may be consumed during working hours if this is possible without interrupting the workflow or impairing product quality and as long as this is hygienically permissible.

### **Daily rest period**

4. At the end of the day's working hours, the employee is entitled to an uninterrupted rest period of at least 11 hours.

In the event of a voluntary shift change and in comparable cases, the daily rest period may be reduced to 10 hours.

If there are sufficient opportunities for rest during travelling time on business trips, the daily rest period may be reduced no more than twice per calendar week. If there are no sufficient opportunities for rest, the daily rest period may not be reduced to less than 8 hours and reductions may not occur on 2 consecutive days.

### **Extra hours**

#### **Full-time extra hours**

5. Full-time extra hours may amount to up to 1.5 hours per week. In businesses where the normal weekly working time was shorter than 40 hours prior to 1.11.1986, the full-time extra hours are reduced accordingly (e.g. 0.5 hours of full-time extra hours remain for an original normal weekly working time of 39 hours).

Full-time extra hours may not cause the daily working time to exceed 9 hours; in the case of making up working time in conjunction with public holidays with a reference period of up to 13 weeks and a 4-day week, the daily working time may not exceed 10 hours. Working hours for which an overtime supplement of more than 50% is due does not constitute full-time extra hours, but overtime.

Full-time extra hours do not count towards the legally permitted amount of overtime.

#### **Part-time extra hours**

6. Part-time extra hours constitute working hours which is outside of the working hours agreed with the part-time employee, unless they constitute full-time extra hours or overtime. Even for part-time employees, they only constitute full-time extra hours if 38.5 hours per week or the normal daily working hours applicable to full-time employees are exceeded.

#### **Overtime, breaks during long working hours**

7. Overtime is defined as time worked before the start or after the end of the normal working hours established for full-time employees pursuant to item 2, insofar as this does not constitute full-time or part-time extra hours. This also applies to part-time employees, whereby the distribution of working hours of comparable full-time employees is to be taken as a basis. If there are no comparable full-time employees in the company, only overtime work within the meaning of the Working Time Act constitutes overtime.

If the daily working time is expected to last at least 11 hours due to overtime, the work must be interrupted by a paid break of at least 15 minutes between the 8<sup>th</sup> and 11<sup>th</sup> working hour. Paid breaks that are not provided for in the Working Time Act and are granted on the basis of operational regulations that already existed prior to 1.5.2019 shall be counted towards this.

## **Conversion of cash entitlements into time credit**

**7a.** The conversion of cash entitlements into time credit may be permitted by works agreement requiring the written consent of the parties to the collective agreement, or in businesses without a works council by written agreement with the parties to the collective agreement (framework agreement), in the following cases:

- increases in the actual salary or wage [CAWWEEI:] or the competency allowance from the remuneration package,
- anniversary bonuses and other bonuses,
- allowances and supplements (e.g. allowances for installation work, shift work, night work, dirty work, hardship or hazards, supplements for supervisors),
- travel pay and driving pay.

Conversion can only take place on the basis of an individual agreement within the framework set by the framework agreement. The conversion of cash entitlements into time credit does not result in an agreement on part-time employment.

The time credit can be consumed either by reducing the daily or weekly normal working hours or by agreeing on a full day off in lieu (e.g. by means of free shifts in the case of shift work). In the case of full-time employment, the actual salary or wage must be divided by 167 to calculate one hour of time credit per month. In the case of part-time employment, the actual salary or wage must be divided by 4.33 and the agreed number of hours per week.

### **24<sup>th</sup> and 31<sup>st</sup> December**

**8.** 24<sup>th</sup> and 31<sup>st</sup> December are full-day holidays. In the case of shift work, the normal working hours of night shifts shall end no later than 6 a.m. from 23<sup>rd</sup> to 24<sup>th</sup> December and from 30<sup>th</sup> to 31<sup>st</sup> December. Remuneration for normal working hours shall continue to be paid.

If work is performed on these days for operational reasons, an additional 100% supplement shall be paid on 24<sup>th</sup> and 31<sup>st</sup> December within the normal working hours otherwise stipulated for this weekday by works agreement or employment contract.

## **Night work**

### **Agreement**

**9.** Night work is only permitted if a voluntary written agreement has been concluded. If the employee rejects such an agreement, the employment may not be terminated for this reason if it is otherwise legally invalid, whereby a prima facie case shall suffice. A termination shall not be deemed inadmissible if there is a higher probability of another credible reason for the termination. Ignorance of the rejection cannot be claimed. The invalidity of the termination can only be asserted in court

- within 14 days of receipt of the notice of termination or
- immediately after any impediment has ceased to exist.

### **Medical examination**

**10.** Employees may undergo a medical examination at their own request:

- before commencing night work,
- in the case of night work within the meaning of § 12b para 2 Working Time Act,<sup>10</sup> at regular intervals, i.e. every 2 years or annually after reaching the age of 50 or after 10 years of night work.

The company shall reimburse any costs incurred. The employee shall be entitled to continued payment for any necessary time off.

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<sup>10</sup> Regularly or 30 nights in a calendar year between the hours of 10 p.m. and 6 a.m. for at least 3 hours each.

## **Transfer**

**11.** If a daytime job becomes vacant in the company, it shall be advertised within the company. If an employee who performs night work is able to carry out the job becoming vacant – if necessary after reasonable retraining – he or she shall be given preference.

Employees who regularly perform night work shall be transferred to suitable day work at their request and according to the operational possibilities for the duration of the following impediments:

- if their health is endangered by the night work (a medical certificate must be provided in this case), or
- if the care of a child up to the age of 12 living in the same household cannot be guaranteed during night work and for at least 8 hours during the day, or
- due to the care of a close relative requiring care (pursuant to §16 Paid Leave Act) from care level 3.

The latter two reasons cannot be used if there is another person living in the same household who can provide appropriate care or nursing. Other equivalent reasons for a temporary transfer to a day job can be regulated by works agreement.

If the reasons justifying a temporary transfer to day work already existed when the agreement on night work was concluded, they can no longer be used.

If a temporary transfer to suitable day work is not possible for operational reasons or if it does not take place within 14 days, the employee shall be entitled to resign prematurely.

## **Professional development**

**12.** When night work is scheduled, the needs of an employee who is attending or plans to attend a vocational training institution or school shall be taken into account in accordance with operational possibilities.

## **Employment of young persons**

**13.** The permissible weekly working hours of employees under the age of 18 (young persons) may be distributed differently across the individual working days of a week.

If calculation models (items 14 to 26) are also used for young persons, the weekly working hours may be distributed over a period of several weeks in such a way that it does not exceed 45 hours in any individual week and does not exceed the normal working time of 38.5 hours per week on average.

The daily working time may not exceed 9 hours (including overtime).

## **Calculation models**

### **Increased normal working hours**

**14.** If operationally necessary, the average weekly normal working hours may be extended to up to 40 hours in up to 6 consecutive weeks by means of a works agreement; in businesses without a works council, by means of a written agreement with the employees. Within this period, the normal working hours in individual weeks may not exceed 45 hours and the normal daily working hours may not exceed 9 hours. Compensation for the average normal weekly working time of 38.5 hours must be made within a further 3 months after the end of the period with increased normal working hours.

### **Making up whole days**

**15.** The normal weekly working hours may be extended to up to 40 hours in the agreed reference period in order to make up whole days. The average normal weekly working hours

in the reference period may not exceed 38.5 hours, and the average normal daily working hours may not exceed 9 hours.

The making up of full days is to be determined by a works agreement. In this case, a reference period of up to one year is permissible. In businesses without a works council, this making up of full days may be agreed upon with the employees in writing. In this case, a reference period of up to 3 months is permissible. This may be extended to up to one year if the full days made up are exclusively consumed immediately before or after annual leave, a public holiday or another paid day off.

It shall be mutually agreed upon prior to or during the reference period when the days are to be taken off. If the time credit is not entirely consumed during the reference period, the most recently earned time credit is to be compensated as overtime with the respective supplement. The employee may instead determine when the time off in lieu (including supplement) is taken, with a notice period of 4 weeks.

### **Making up working time in connection with public holidays**

**16.** For the purpose of making up working time in connection with public holidays, the normal weekly working hours may be extended by up to 5 hours (when including full-time extra hours pursuant to item 5, this results in up to 6.5 hours). The working time to be made up shall be distributed evenly over the weeks of the reference period.

The making up of working hours in connection with public holidays must be agreed in writing by works agreement, or with the employees in businesses without a works council. A reference period of

- up to 13 weeks may be specified, whereby the normal daily working hours may not exceed 10 hours;
- up to one year may be specified, whereby the normal daily working hours may not exceed 9 hours.

It shall be mutually agreed upon prior to the reference period when the free days are to be taken. If the time credit is not entirely consumed during the reference period, the most recently earned time credit is to be compensated as overtime with the respective supplement. The employee may instead determine when the time off in lieu (including supplement) is taken, with a notice period of 4 weeks.

### **Sabbatical**

**16a.** At the request of the employee, part-time work (e.g. for the purpose of a longer training or recovery phase) can be agreed upon, which is processed in block form. For this purpose, the normal weekly working hours are increased by way of part-time or full-time extra hours during the savings phase.<sup>11</sup>

### **Bandwidth**

#### *General provisions*

**17.** The normal weekly working hours may be distributed differently during the reference period; these may amount to between 32 and 45 hours (bandwidth). It is possible to work fewer than 32 hours per week if the time off in lieu is taken in whole days.

On average, the normal weekly working hours may only exceed 38.5 hours to the extent that time credit can be transferred (item 24). The normal daily working hours may not exceed 9 hours.

The provisions on full-time extra hours do not apply.

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<sup>11</sup> For the non-payment of the part-time extra hours supplement, see Section 7 item 9 lit. c (page 37).

### *Permissibility and reference period*

**18.** The introduction of the bandwidth shall require the approval of the works council. The bandwidth shall be regulated by works agreement on the basis of this approval. The reference period may be up to 18 months.

In businesses without a works council, the bandwidth may be determined by written agreement with the employees, whereby the reference period may not exceed 3 months.

Additional hours within the bandwidth may not be determined for times between 10 p.m. and 6 a.m., for Saturdays after 2 p.m. and for Sundays and public holidays.

### *Combination with other working time models*

**19.** A combination of bandwidth with shift work (item 27) is only permitted if the underlying shift schedule provides for the same normal working hours each week. Time credit can be gained or consumed by deviating from the shift schedule through free shifts, additional shifts or a shortening or lengthening of individual shifts.

A combination of bandwidth with a 4-day week, flexitime or calculation models is not permitted.

### *Scheduling of normal working hours*

**20.** Employees shall be informed of the expected development of working time requirements before the start of the reference period. The actual scheduling of normal working hours on the individual days or weeks shall be determined at the latest 2 weeks before the respective working week. In exceptional cases, the 2-week period may be shortened in agreement with the works council; in this case, the employees may reject changes to the scheduling of the working hours for compelling reasons within the meaning of § 6 para 2 Working Time Act.

### *Remuneration*

**21.** During the reference period, the actual salary or wage [CAWWEEI:], the supplement for supervisors and all lump-sum entitlements shall be paid in full. Parts of the remuneration relating to hours (e.g. allowances, supplements) shall be settled according to the hours actually worked.

In the case of regular installation work, the installation allowance shall be calculated as a flat rate. Installation work is deemed to be regular if the waged worker was entitled to an installation allowance for at least 7 weeks in the last 3 months before the start of the reference period. If travel pay or driving pay would cease as a result of time off in lieu, it shall continue to be paid.<sup>12</sup> The average daily amount of the last 3 months<sup>13</sup> in which the agreed normal working hours were worked and there were no absences shall be paid.

In the case of piecework or premium work pursuant to Section 6a or 6b, an arrangement shall be made to avoid fluctuations in earnings over the bandwidth as far as possible.

### *Time supplements, overtime, time account*

**22.** After the 40<sup>th</sup> up to and including the 45<sup>th</sup> hour per week, a time supplement of 25% shall be due. Instead of this time supplement, an equivalent reduction in weekly working hours with salary or wage compensation may be agreed.

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<sup>12</sup> For example, in the case of weekly travel to and from work, a day off does not result in a loss of working time and therefore there is also no entitlement to continued payment. In the case of daily travel to and from work, however, a full day off in lieu would result in a loss of working time, which is avoided by the entitlement to continued payment.

<sup>13</sup> Transitional regulations in Appendix 2 item 4 (page 63).

Pursuant to item 7, overtime is also due in weeks with less than 38.5 hours of normal working time if the daily or weekly normal working hours applicable in this week are exceeded due to the bandwidth.

Time credit, time supplements and time debt are to be recorded in a time account, which is to be submitted to the employee on a monthly basis.

*Maximum extent of the time credit*

**23.** During the reference period, the time credit, including time supplements, may not exceed 80 hours. The time credit, including time supplements, may amount to up to 120 hours if the time off in lieu of the number of hours exceeding 80 hours is taken in whole weeks.

*Transfer of time credit*

**24.** If there is time credit at the end of a reference period of up to 12 months, up to 40 hours of this (including time supplements) can be carried over to the next reference period. If no further period has been agreed upon, the time off in lieu can be taken within a three-month grace period. In such cases, the timing of the time off in lieu shall be determined at the end of the reference period.

In the case of reference periods exceeding 12 months, time credit may not be carried over to the next reference period. The time credit may be used within a possible grace period. This period must be within the maximum permissible reference period of 18 months.

Time credit (basic hour and time supplement) that is not carried over or compensated for within the grace period must be paid out as overtime with a supplement of 50%.

*Part-time employees*

**25.** If part-time employees are included in the bandwidth, the supplement-free full-time extra hours (item 5) shall immediately follow the agreed normal weekly working hours. For working hours in excess of this up to and including the 40<sup>th</sup> hour per week, only the provisions on part-time extra hours (Section 7 items 7 to 9) shall apply.

For work performed after the 40<sup>th</sup> up to and including the 45<sup>th</sup> hour per week, the provisions on the bandwidth shall apply. It is also possible to fall below the lower limit of 32 hours per week (item 17) if normal working hours of less than 35 hours per week have been agreed upon with the part-time employee.

*Other provisions*

**26.** Care leave for hours exceeding 38.5 hours per week shall not be counted towards the extent of the statutory entitlement to care leave.

If a works (sectional) meeting is convened in connection with the conclusion of a works agreement on bandwidth, the employees shall be entitled to continued remuneration for the required period without this being offset against existing agreements or operational practices.

Insofar as there is no general works agreement on the recruitment of temporary agency workers, the bandwidth may only be agreed if the bandwidth works agreement contains provisions on the possible recruitment of temporary agency workers in the areas concerned and the areas related to them in a work context.

**Shift work**

**27.** In the case of multi-shift or continuous work scheduling, a shift schedule shall be drawn up on the basis of a works agreement. In businesses without a works council, shift work may only be introduced with the employees in writing and with the consent of the parties to the

collective agreement.<sup>14</sup> Working hours must be arranged in such a way that the average normal weekly working time of 38.5 hours is not exceeded within a shift cycle. Normal daily working hours may not exceed 9 hours, 10 hours in the case of a 4-day week and 12 hours in the cases specified in § 4a para 3 Working Time Act.

Shift rotas with an average normal working time of up to 40 hours per week may be provided for in a works agreement within a reference period of up to one year. If the weekly normal working time of 38.5 hours is exceeded, this shall be compensated by free shifts or a shortening of individual shifts. Entitlements arising from the Heavy Night Work Act are not affected by free shifts. In businesses without a works council, this calculation can be agreed in writing with the employees. In this case, a reference period of up to 3 months is permissible. This may be extended to up to one year exclusively if the time off in lieu is taken immediately before or after annual leave, a public holiday or another paid day off.

For employees in businesses which operate on a fully continuous basis, the normal weekly working hours may be extended to up to 56 hours in individual weeks if one or 2 shifts of 10 to 12 hours' duration are provided for in the shift schedule on weekends and at least 3 out of 5 weekends are completely free of work.

### **Sunday work and fortnightly work**

**28.** In the case of fully continuous shift work or fortnightly work, Sunday shall be deemed to be a working day, and the entitled day off shall be deemed to be a Sunday if this substitute Sunday is clearly indicated in the work schedule. This does not apply if existing agreements provide otherwise. If a public holiday falls on the substitute Sunday, a supplement shall be due for the work performed on this day pursuant to Section 7 item 11.<sup>15</sup>

**29.** For large construction sites operating in the public interest or construction sites of torrent and avalanche control in the high mountains, fortnightly work (§ 4c Working Time Act) may be agreed by means of a works agreement (usually 10 consecutive working days and 4 days off).

The normal weekly working hours may be extended to up to 59 hours. However, 38.5 hours on average may not be exceeded within a 2-week reference period. The normal daily working hours may amount to no more than 9 hours per day.

Within a 4-week reference period, the employee is entitled to an average weekly rest period of at least 36 hours. For the calculation of this average weekly rest period, only those rest

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<sup>14</sup> Note by PAEEI: In our opinion, shift work can also be regulated on an **individual contract** basis in companies **with a works council**. (According to § 4a Working Time Act in conjunction with § 97 para 1 item 2 Labour Constitution Act, the company has the right to choose to regulate shift work on an individual contract or through a works agreement. The words “on the basis of a works agreement” in the first sentence of Point 27 attempt to eliminate this right to choose and attempt to transform the shift work works agreement, which is voluntary but enforceable in accordance with § 97 para 1 item 2 Labour Constitution Act, into a necessary non-enforceable one based on the model of Section 96 Labour Constitution Act. The parties to the collective agreement lack the power to make such a recategorization. Consequently, the words “on the basis of a works agreement” in the first sentence are non-binding for companies and employees.)

In our opinion, subsequently shift work can be regulated in individual contracts in companies **without a works council**, even **without the consent of the parties to the collective agreement**. (Because if shift work in companies with a works council can be regulated by individual contracts without its consent, it seems not objectively justified to allow shift work in companies without a works council with the consent of the parties to the collective agreement only. That is why the words “and with the consent of the parties to the collective agreement” in the second sentence of item 27 is void.)

The first two sentences of item 27 are also problematic with regard to the complete regulation of the rights of participation under works constitution law in the Labour Constitution Act (Supreme Court 25.11.2014, 8 ObA 74/14m). It remains to be seen whether the courts will agree with the PAEEI's legal opinion.

<sup>15</sup> Page 37.

periods may be taken into account which comprise at least 24 consecutive hours. A rest period of at least 36 hours must lie between two consecutive fortnights.

For the duration of the allocation to fortnightly work, this shall apply to the employees as a determination of their normal working hours. Fortnightly work may not result in a reduction of remuneration.

#### **4-day week**

**30.** The normal daily working hours may amount to up to 10 hours if the total weekly working hours are regularly distributed over 4 days. This is to be determined by works agreement; in businesses without a works council, this is to be determined by written agreement with the employees. The day off may not fall on a public holiday.

A works agreement may permit working hours to be extended to up to 12 hours on working days by way of overtime; in businesses without a works council, this is only permitted if it has been established that there is no occupational health risk.<sup>16</sup>

#### **On-call duty**

**31.** On-call duty outside working hours may be agreed for up to 30 days within a period of 3 months if payment for on-call duty is regulated by a works agreement. In businesses without a works council, payment for on-call duty must be agreed in writing with the employees.

#### **Pre-retirement part-time work**

##### **Principles**

**32.** If pre-retirement part-time work (partial retirement) within the meaning of § 27 Unemployment Insurance Act is agreed with an employee, the following provisions shall apply as long as this statutory provision is applicable to ongoing partial retirement agreements:<sup>17</sup>

- a) The employee shall be entitled to salary or wage compensation of at least 50% of the difference between the average remuneration due in the last year before the reduction in normal working hours and the remuneration corresponding to the reduced working hours, up to the maximum contribution basis (§ 45 General Social Insurance Act). When determining the remuneration before the reduction in working hours, flat-rate or regular allowances, supplements and overtime shall be included in accordance with the guidelines of the Public Employment Service [*Arbeitsmarktservice*].
- b) If the agreement provides for different weekly normal working hours (in particular in the case of blocked working time), the remuneration for the average normal working hours shall be paid consecutively.
- c) The company shall pay social security contributions according to the contribution base before the reduction of normal working hours.
- d) The calculation of an anniversary bonus shall be made on the basis of the normal working hours before their reduction.
- e) If an employee has taken a time-off option, the entitlement to time off corresponding to the reduced working hours shall be due during partial retirement.
- f) Any severance pay old due upon termination of the employment shall be calculated on the basis of the working hours prior to their reduction. Regular remuneration components (e.g. overtime) shall be included in the calculation of the severance pay old to the extent that they were worked before the reduction in working hours.
- g) The works council must be informed before the partial retirement agreement is concluded.

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<sup>16</sup> Note by PAEEI: As part of the amendment Federal Law Gazette [*Bundesgesetzblatt*] I No. 53/2018 in § 9 para 1 Working Time Act the maximum working time was extended to 12 hours a day. Since then, the last paragraph of item 30 is obsolete.

<sup>17</sup> For the part-time extra hours supplement for partial retirement, see Section 7 item 9 lit. c (page 37).

## **Blocked partial retirement**

**33.** If the partial retirement agreement provides that work is performed at the rate of normal working hours (work phase) until sufficient time credit has been earned to subsequently allow for work to cease until the end of partial retirement by consuming this time credit (release phase):

- a) In the absence of an agreement on the time of consumption of leave accrued during the work phase, such leave may be taken immediately before the end of the work phase. The parties to the collective agreement recommend that a provision be made for leave during the release phase. For example, for each week of leave that accrues during the release phase, the work phase can be shortened by the agreed average weekly normal working hours. The consumption of leave is agreed for the periods that are not worked as a result.<sup>18</sup>
- b) If periods of absence without entitlement to remuneration fall within the work phase, no time credit shall be earned for them; if periods of absence with entitlement to half remuneration fall within the work phase, only half the time credit shall be earned for them. The work phase shall be extended until sufficient time credit has been earned for the release phase.
- c) If the employee has chosen the time-off option, the full entitlement to time off shall accrue during the work phase. No entitlement to time off from the time-off option shall accrue in the release phase. The parties to the collective agreement recommend that the time-off credit from the time-off option be used up before the start of the release phase.
- d) If there is time credit for normal working hours upon termination of employment, this shall be paid on the basis of the hourly pay due at that time; the salary or wage compensation shall only be included if the employment is terminated for operational reasons or by justified early resignation (also pursuant to § 25 Insolvency Code, but not due to permanent incapacity to work or health risks). No supplement within the meaning of § 19e Working Time Act shall be due. If the employment ends due to the death of the employee, this compensation shall be due to the heirs.

## **Recommendations of the parties to the collective agreement**

**34.** The parties to the collective agreement recommend:

- in the event of an entitlement to a supplementary pension, to agree on a provision which avoids a reduction in the pension;
- to agree on a provision that allows a return to full-time employment for exceptionally important personal reasons (economic hardship, e.g. for family reasons), insofar as the company is not thereby obliged to repay the benefits already received on the basis of partial retirement and operational reasons do not prevent the return.

## **Reduction of normal working hours, short-time work**

**35.** In businesses with a works council, the normal weekly working hours may only be reduced for all employees or for groups of employees by mutual agreement with the works council. In businesses without a works council, this can only be agreed with the employees in writing and with the consent of the parties to the collective agreement.<sup>19</sup>

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<sup>18</sup> Note by PAEEI: The Supreme Court (29.9.2009, 8 ObA 23/09d) has ruled that in the case of blocked partial retirement, time credit for the release phase ("leave time credit") also arises in the leave weeks of the work phase. The entitlement to leave in the release phase is consumed by way of the consumption of this "leave time credit". It follows from this Supreme Court ruling that it is not necessary to bring forward the leave of the release phase to the work phase.

<sup>19</sup> Note by PAEEI: In order to reduce working hours and reduce salary/wages, an individual agreement is necessary in addition to any voluntary works agreement.

In our opinion, the reduction of normal weekly working hours for all or groups of employees can also be agreed in **individual contracts** in companies **with a works council**. (According to § 97 para 1 item 13

If subsidies are applied for under the Public Employment Service Act, an agreement between the parties to the collective agreement is required in all cases.

Normal working hours less than 38.5 hours per week are not considered part-time if they apply to the entire business or parts of the business and do not deviate significantly from 38.5 hours per week.

### **Working hours for special occupational groups**

**36.** For porters, full-time security staff, full-time works firefighters, employees in medical service and chauffeurs, the normal weekly working hours may be extended to up to 60 hours if there is regular on-call time and this accounts for at least 40% of the working hours. Under this condition, daily normal working hours of up to 12 hours may be agreed; this does not apply to chauffeurs.

Flat-rate payments may be agreed with these employees up to a weekly normal working time of 60 hours. From 38.5 hours, a supplement of at least 30% of the hourly salary or wage shall be due pursuant to Section 6 item 6.<sup>20</sup> In the case of flat-rate payments for

- porters, full-time security staff, full-time works firefighters and employees in medical service, no additional payment is due for Sunday work and night work included in the flat rate;
- chauffeurs, working hours on Sundays and public holidays and on working days between 10 p.m. and 6 a.m. may not be included in the flat rate.

For working hours not compensated by the flat rate, the provisions on overtime pay shall apply.

In the event of regular employment on Sundays, a weekly rest period within the meaning of § 4 Rest Periods Act of at least 36 hours shall be granted in each week, which must include a full day. The weekly rest must include a Sunday every 3<sup>rd</sup> week.

For chauffeurs, the daily driving time between 2 rest periods may be up to 9 hours. In unforeseen cases, a driving time of up to 10 hours is permitted in order to enable the return journey.

For chauffeurs whose working hours do not regularly include at least 40% on-call time, the weekly working hours may be extended to up to 52 hours, provided that at least the working hours in excess of 48 hours are spent on-call. All working hours in excess of the normal working hours of 38.5 hours per week and full-time extra hours are considered overtime.

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Labour Constitution Act, a temporary reduction in working hours without a salary/wage cut can be carried out by means of a works agreement or through an individual contract. The parties to the collective agreement lack the regulatory power to always demand the works council's consent in companies with a works council and thereby turn the voluntary works agreement based on § 97 Labour Constitution Act to a necessary one based on the model of § 96 Labour Constitution Act. Furthermore, it is probably not objectively justified to equate temporary and permanent reductions in working hours without a salary/wage cut with the sensitive facts of § 96 Labour Constitution Act. Therefore, the first sentence of item 35 is void.)

Subsequently, in our opinion, such a reduction in normal weekly working hours in companies **without a works council** can be agreed on an individual basis, even **without the consent of the parties to the collective agreement**. (Because if the reduction of working hours in companies with a works council can be agreed on an individual contract without the works council's consent, it seems not objectively justified to allow this in companies without a works council only with the consent of the parties to the collective agreement. That is why the words "and with the consent of the parties to the collective agreement" in the second sentence of item 35 are void.)

The first two sentences of item 35 are also problematic with regard to the complete regulation of the rights of participation under works constitution law in the Labour Constitution Act (Supreme Court 25.11.2014, 8 ObA 74/14m). It remains to be seen whether the courts will agree with the PAEEI's legal opinion.

<sup>20</sup> Hourly salary/wage = monthly salary/wage (based on 38.5 hours) ÷ 167.

## **Time credit and debt upon termination of employment**

**37.** If there is time credit or time debt prior to the termination of employment, it shall be reduced wherever possible.

If, upon termination of employment, there is time credit from average normal working hours (e.g. flexitime, bandwidth, making up working time, shift work), full-time extra hours or overtime work, the most recently acquired time credit shall be compensated as overtime with the respective supplement. If the overtime supplement has already been factored into the time credit or paid out, only the basic remuneration shall be due for the time credit. In the event of dismissal through the fault of the employee or resignation without good cause, the overtime supplement shall not be paid for average normal working hours and full-time extra hours.

If there is time credit from part-time extra hours upon termination of employment, the basic remuneration is due with a supplement of 50% (§ 19e Working Time Act). If the supplement for part-time extra hours

- has been paid out, a supplement of 25% is due;
- has already been factored into the time credit, a supplement of 20% is due.

If, upon termination of employment, there is time credit resulting from the conversion of monetary entitlements,<sup>21</sup> this shall be compensated as normal working hours in application of item 7a mutatis mutandis.

If, upon termination of employment, there is time debt from average normal working hours (e.g. flexitime, bandwidth, making up working time, shift work), in the event of dismissal through the fault of the employee or resignation without good cause, the excess salary or wage received shall be offset against outstanding receivables on the basis of the payment for normal working hours, or the employee shall repay the outstanding amount. In all other cases of termination of employment, the time debt is waived.

## **SECTION 5 LEAVE OF ABSENCE AND CONTINUED REMUNERATION**

### **Training and development**

**1.** Employees shall be entitled to time off work with continued payment for training measures in the amount of their normal weekly working hours after the first completed year of employment in the company per calendar year.

Training measures are understood to be training and professional development events that impart knowledge, skills and abilities that can be used for the employee's operational activities and/or for intended future activities in the company. The content of the training may also include the teaching of social skills or measures to promote health and safety at work. In principle, internal training has priority over external training. The company shall pay particular attention to the balanced participation of men and women proportionate to their number in the business.

The content and timing of the training shall be agreed upon. If no agreement can be reached regarding the training, the works council must be consulted.

Approval of a requested leave of absence for the purposes of training does not mean that the costs of the event or any related travel will be covered by the company.

**[CASEEEI:] The works council shall be informed of any agreements on the reimbursement of training costs if it so requests.**

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<sup>21</sup> With regard to unconsumed time credit from the time-off option, see Appendix 1 (page 60).

## Exam preparation

2. Employees shall, upon request, be granted unpaid time off of up to 2 weeks per calendar year for the preparation and taking of examinations in the context of a relevant further education programme at a vocational middle school or high school, a university of applied sciences or other university, and for the TVE Diploma Examination (technical and vocational education; *Berufsreifeprüfung*). If no agreement is reached on the use of such time off, the arbitration regulations of § 4 Paid Leave Act shall apply. This unpaid time off shall not interrupt the employment contract.

## Prevention of work

3. Employees shall be entitled to time off work with continued remuneration in the event of:
- a) their own wedding ..... 3 working days;<sup>22</sup>
  - b) the wedding of a child, stepchild or adopted child, a parent or of siblings, if the wedding falls on a working day ..... 1 working day;
  - c) childbirth of their spouse or life partner ..... 1 working day;
  - d) a change in residence where they already have their own household or in the event of starting their own household ..... 2 working days;
  - e) the death of their spouse or of a parent ..... 2 working days;
  - f) the death of their life partner if they lived in the same household ..... 2 working days;
  - g) the death of a child ..... 2 working days;
  - h) the death of a sibling, stepparent, grandparent or parent-in-law ..... 1 working day;
  - i) the attendance of a funeral in the cases of lit. e to h, if the funeral falls on a working day ..... 1 additional working day;
  - j) participation in secondments to funerals, if this participation is agreed to by the senior manager responsible ..... the time necessary;
  - k) a funeral within the European Union outside the employee's place of residence in the cases under lit. e to h: the time required to travel to and from the place of burial, up to a maximum of an additional working day.

Entitlements within the meaning of lit. a and c to h shall also apply if the respective event falls on a day on which the employee is already off work. However, they must be consumed in connection with the event.

Registered partnerships are to be treated in the same way as marriage.

The occurrence of such an event must be proven to the company and, as far as possible, the company is to be notified in advance.

4. Employees shall also retain their entitlement to remuneration if they are prevented from performing their duties for a relatively short period of time for other important reasons relating to their person through no fault of their own. This shall apply in particular to visiting a doctor

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<sup>22</sup> **Note by PAEEI:** In case of doubt, it can be assumed that the parties to the collective agreement wanted to make a sensible, practical regulation and to achieve a fair balance of social and economic interests. Therefore, item 3 cannot mean that employees with fewer than 5 working days per week, e.g. if they get married, are entitled to paid leave for 3 working days. Employees only working one day per week would otherwise be entitled to 3 weeks of leave. Therefore, item 3 must be interpreted as meaning that employees with a **1-, 2-, 3- or 4-day week**, are entitled to the paid time off on a **pro rata basis, with parts of days rounded up to whole days** (*Hitz/Noga*, Questions about absence from work, collectively agreed time off and part-time employment, ASoK 2022, 373; *Wiesinger*, The extent of the right to time off of part-time employees for being unable to work out of important personal reasons, ARD 6857/5/2023; on the similar problem with vacation entitlement Supreme Court 27.5.2021, 9 ObA 54/20m, item 29 to 31; dissenting *Radlimgmayr*, Practical questions on reasons for preventing work, DRdA-infas 2021, 332, citing *Hörmann*, Part-time discrimination in collective agreements, 2020).

or outpatient clinic, for trips to the authorities and for the first attempt at a driving test (with the exception of class A) if this is not possible outside working hours.

No continued remuneration shall be due if the employee receives full compensation on the basis of public law provisions.

### **Entitlement to remuneration for reasons for which the employee is not responsible (§ 1155 Austrian Civil Code)<sup>23</sup>**

5. The employee shall also be entitled to remuneration for work which has not been performed if he or she was prepared to perform the work and was prevented from doing so by circumstances on the part of the employer; however, except for cases of non-performance of work during the notice period, that which he or she has saved as a result of not performing the work or what he or she has acquired or intentionally failed to acquire through other work must be taken into account.

If, as a result of such circumstances, his or her work performance has been shortened due to loss of time, he or she shall be entitled to appropriate compensation.

However, if the complete or partial shutdown of the business, individual departments or individual positions is necessary or – if this fact is determined by mutual agreement between the employer or his or her representative and the works council – the work cannot be performed due to weather conditions, the employee shall be obliged to temporarily perform work other than that which corresponds to his or her employment contract, but which is reasonable.

[CAWWEI:]

### **Illness**

#### **Entitlement to remuneration in the event of illness**

6. Beyond the period of entitlement under the Continued Remuneration Act, there is an entitlement to a sick pay supplement defined by collective agreement under the conditions of § 2 paras 1, 2, 4 and § 4 Continued Remuneration Act. This supplement shall be paid per working year for up to

- 5 weeks in cases of a duration of employment of less than 5 years,
  - 7 weeks in cases of a duration of employment of 5 or more years,
  - 9 weeks in cases of a duration of employment of 15 or more years,
  - 11 weeks in cases of a duration of employment of 25 or more years
- beyond the respective entitlement period of the Continued Remuneration Act.

7. This supplement shall be equal in amount to the difference between the gross pay (less the employee contributions to be paid to the health insurance fund in the case of full remuneration) and the full sick pay, even if the waged worker receives no sick pay or only a reduced sick pay from the health insurance fund.

Different but equivalent calculation methods may be defined by works agreement. For the calculation of remuneration, the definition of remuneration in the Continued Remuneration Act in conjunction with the general collective agreement shall apply. For the calculation of the sick pay supplement, the sick pay paid for days off work shall also be taken into account. However, the supplement may not exceed 49% of the full remuneration within the meaning of the Continued Remuneration Act.

If the first 3 days of an illness fall within the period of an entitlement to sick pay supplements and no sick pay is paid pursuant to § 138 para 1 General Social Insurance Act, the waged worker is entitled to full continued remuneration.

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<sup>23</sup> ...

**8.** Beyond the period of entitlement under the Continued Remuneration Act, there is also an entitlement to a sick pay supplement in the event of an accident sustained at work (occupational disease) under the conditions set out in § 2 paras 5 and 6 Continued Remuneration Act. This supplement shall be paid per working year for up to

- 2 weeks in cases of a duration of employment of under 5 years,
- 4 weeks in cases of a duration of employment of 5 or more years,
- 6 weeks in cases of a duration of employment of 25 or more years

beyond the respective entitlement period of the Continued Remuneration Act. For its calculation item 7 applies. After this entitlement has been exhausted, the waged worker shall also be entitled to the sick pay supplement provided for in item 6 in the event of an accident sustained at work (occupational disease), insofar as this has not yet been consumed. It may be consumed immediately after the sick pay supplement provided for in this item.

**9.** If the waged worker is unable to work as a result of an accident culpably caused by a third party and this accident was not sustained at work, the waged worker shall receive sick pay as defined in this collective agreement as an advance payment. This must be repaid if the third party pays compensation. If the claims for compensation are only partially met, this advance shall be repaid on a pro rata basis.

The waged worker is not obliged to pursue claims for damages. Upon request, the claims must be assigned to the company. The company may pursue the claims at its own risk and expense.

### **Common provisions**

**10.** For entitlements under the Continued Remuneration Act and this collective agreement, overtime shall be deemed to be regular for the purposes of the general collective agreement on the definition of remuneration if it was worked for at least 7 weeks in the last 3 months<sup>24</sup> before the waged worker was prevented from working.

For the calculation of the average of the remuneration as well as the sick pay supplement pursuant to items 6 and 7, the 3 completed contribution periods prior to the illness shall be taken into account which coincide with the period relevant for the determination of the entitlement to consideration of the overtime. Periods without entitlement to remuneration shall be excluded.

A works agreement may stipulate that overtime shall be deemed regular if overtime was worked in at least 7 of the 12 months prior to the employee being prevented from working. In this case, the last 12 months shall be used to determine the average. Wage increases in the meantime shall be taken into account. In all other respects, the above provisions shall apply mutatis mutandis.

**11.** If the entitlement under the Continued Remuneration Act is changed to the calendar year by works agreement, § 2 para 8 Continued Remuneration Act shall apply.

### **Burden of proof**

**12.** Waged workers shall not be required to provide evidence of their inability to work of up to 3 days' duration or for absences due to visits to the doctor, trips to the authorities, etc., unless such evidence is requested by the majority of the salaried employees of the business.

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<sup>24</sup> Transitional regulations in Appendix 2 item 4 (page 63).

## SECTION 6 PAYMENT

### General provisions

1. The minimum salary or wage amount shall be determined by
  - the classification into a certain employment group and
  - the amount of earned or creditable time in an employment group.
2. In employment groups B to K, the minimum and actual salary or wage of the employee concerned shall be increased by the respective advancement value upon completion of the 2<sup>nd</sup>, 4<sup>th</sup>, 7<sup>th</sup> and 10<sup>th</sup> year in the respective employment group.
3. In addition, the actual salaries or wages of certain employees shall be increased in each calendar year by a portion of the remuneration package.<sup>25</sup>
4. The actual salary or wage increase under the collective agreement is regulated in Appendix 1.<sup>26</sup>
5. Subsequently, “minimum salary” shall mean the minimum basic salary and “actual salary” shall mean the actual basic salary (even if this corresponds to the minimum salary). “Minimum wage” shall mean the minimum basic wage and “actual wage” shall mean the actual basic wage (even if this corresponds to the minimum wage).
6. To calculate the hourly salary or wage, if the normal weekly working time is 38.5 hours, the actual salary or wage is to be divided by 167; for part-time employees, the actual salary or wage is to be divided by 4.33 and by the agreed number of hours per week.
- 6a. [CAWWEEI:] The following regulations form a unified payment system for waged workers and salaried employees. The formulations have therefore been chosen irrespective of the personal scope of application of this collective agreement.

### Employment groups

#### Classification

7. Employees shall be classified into one of the 11 employment groups assisted by the works council.
8. The classification shall be made taking into account
  - the entirety of the activities performed, both in terms of the duration of the individual activities as well as their importance for the company,
  - where applicable, any completed (professional) training,
  - where applicable, any project management or leadership roles.
9. The classification shall not result in any difference in classification or pay for the same or equivalent activities performed predominantly by men or women.
10. The classification into an employment group, the number of credited years of employment in the employment group and the minimum and actual salary or wage level as well as any changes therein shall be communicated to the employees by means of a notice of employment [*Dienstzettel*].<sup>27</sup>

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<sup>25</sup> Page 27 (individual increases).

<sup>26</sup> Page 57.

<sup>27</sup> Specimen in Appendix 3 item 2 (page 65).

11. [CAWWEEI:] With regard to the regulation of the supplement for supervisors (Section 7 item 20<sup>28</sup>), the classification based on leadership or project management roles is not applicable.

### **Definitions of the employment groups**

12. The employment groups shall be defined as follows:

#### *Employment group A*

Employees who perform very simple, schematic tasks. The sequence of work steps is predetermined.

The employees do not require any special-purpose training.

#### *Employment group B*

Employees who perform simple, schematic tasks according to guidelines and instructions. The sequence of work steps is largely predetermined.

The employees require special-purpose training.

Furthermore, employees without special-purpose training who are called upon to perform multiple activities in employment group A or who apply special skills.

Furthermore, employees in employment group A after 3 years of service.

#### *Employment group C*

Employees who perform simple tasks according to guidelines and instructions. Employees can vary the sequence of work steps within the framework of the guidelines and instructions. The employees require special-purpose training and work experience.

#### *Employment group D*

Employees who perform activities in accordance with general guidelines and instructions.

Employees who have completed vocational training (in particular, a final apprenticeship examination or final examination certificate in learning “essential parts of an apprenticeship occupation” in the case of vocational training pursuant to § 8b Vocational Training Act), including those who have completed a final apprenticeship examination in technologically related or technologically similar occupations, if this qualification is relevant for at least parts of the activity.

Furthermore, employees who have acquired equivalent knowledge and skills through qualified training in a business as well as relevant work experience.

For new entrants to the profession after completing school education, a salary or wage of up to 5% less than the minimum salary or wage for this employment group is permissible for a maximum of 12 months.

#### *Employment group E*

Employees who perform activities independently according to general guidelines and instructions.

These activities require knowledge and skills that have typically been acquired through several years of technical school or vocational training as well as practical work experience or through qualified training in a business and considerable relevant work experience.

Furthermore, graduates of vocational high schools if this qualification is important for significant parts of the job. In the case of these employees, if no professional activity has yet

been performed, a salary or wage of up to 5% less than the minimum salary or minimum wage for this employment group is permissible during the first 18 months.

#### *Employment group F*

Employees who perform difficult activities independently. These activities require in-depth specialist knowledge and considerable practical work experience.

Furthermore, graduates of vocational high schools if they have acquired the work experience required for difficult and independently performed activities.

#### *Employment group G*

Employees who perform difficult and responsible activities independently. These activities require special expertise that are typically possessed by employees who

- a) - have completed vocational training (final apprenticeship examination) and
  - have acquired many years of work experience in employment group F,
  - carry the appropriate responsibility and
  - have practical and theoretical specialist knowledge that goes beyond the specialist knowledge imparted during the vocational training (final apprenticeship examination),or
- b) have graduated from a vocational high school and have acquired the work experience necessary for the independent performance of difficult and responsible activities.

Furthermore, employees who are entrusted with the permanent management of at least 3 employees, of whom at least 2 belong to employment group F.<sup>29</sup>

Furthermore, employees who are entrusted to a considerable extent with the management of projects and who thereby work in accordance with the nature of the activities of the employment group.<sup>29</sup>

For new entrants to the profession after completion of studies at a technical college, other college or university, the minimum salary or minimum wage for this employment group may be reduced by up to 5% for a maximum of 18 months.

#### *Employment group H<sup>30</sup>*

Employees who independently perform difficult and responsible tasks with considerable scope for decision-making.

These tasks require extensive specialist knowledge and considerable relevant work experience.

Furthermore, employees who are entrusted with the permanent management of at least 4 employees, of whom at least one belongs to employment group G and at least 2 to employment group F.

Furthermore, employees who are entrusted to a considerable extent with the management of projects and who thereby work in accordance with the nature of the activities of the employment group.

In addition, employees who operate as master craftspeople or as installation supervisors who have

- graduated from a relevant vocational middle or high school, or
- successfully completed a relevant 4-semester master craftsperson course of at least 8 hours per week, or
- obtained a relevant master craftsperson qualification or passed a licensing examination

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<sup>29</sup> [CAWWEEI:] Not applicable to waged workers (Section 6 item 11, page 21).

<sup>30</sup> Note by PAEEI: The activities of employment groups H to K are salaried employee activities due to the respective job profile.

and work in accordance with the nature of the activities of the employment group.

*Employment group I<sup>30</sup>*

Employees who independently perform difficult and particularly responsible tasks with a wide scope for decision-making or who perform such tasks and are responsible for the results in their area.

Furthermore, employees who are entrusted with the permanent management of at least 6 employees, of whom at least one belongs to employment group H and at least 2 to employment group G or at least 4 to employment group F.

In addition, employees who are entrusted to a considerable extent with the management of projects and who thereby work in accordance with the nature of the activities of the employment group.

*Employment group J<sup>30</sup>*

Employees who are entrusted with their own area of responsibility with a very wide scope of decision-making and who are responsible for results in their area.

Furthermore, employees who are entrusted with the permanent management of at least 8 employees, of whom at least 2 belong to employment group I and at least 3 to employment group H or at least 6 to employment group G.

In addition, employees who are entrusted to a considerable extent with the management of projects and who thereby work in accordance with the nature of the activities of the employment group.

*Employment group K<sup>30</sup>*

Employees in managerial positions with a decisive influence on the company in their area of activity. Furthermore, employees with responsible, creative activities.

**13.** After successfully passing the final apprenticeship examination, the employee shall be classified into at least employment group D.

If employees are unable to take the final apprenticeship examination after completion of the apprenticeship period for reasons for which they are not responsible, they shall be entitled to payment of the minimum salary or wage of employment group C from the end of the apprenticeship period. After successfully passing the final apprenticeship examination, they shall be classified into at least employment group D. If they pass the final apprenticeship examination on the first attempt, the difference between the remuneration based on employment group D and the remuneration paid from the end of the apprenticeship period must be paid.

**14.** The employment groups covered by the collective agreement may be extended by works agreement. In doing so, it is possible to exceed the minimum salaries or wages of the employment groups above. For each operational employment group, the minimum provisions of the collective agreement must be observed. In particular a lower salary or wage than the minimum salaries or wages of the respective employment group is not permissible. Furthermore, salary or wage increases must be provided for at least by the respective advancement values, at the latest on the dates specified in the collective agreement. A designation for the employment group must be chosen which clearly shows the connection with the corresponding employment group under the collective agreement.

## **Advancement levels**

### **General**

**15.** In each of the employment groups B to K there is a basic level and 4 advancement levels. The advancement levels are reached after 2, 4, 7 and 10 years of service in the respective employment group.

### **Years of service in an employment group**

**16.** The years of service in an employment group (*Beschäftigungsgruppenjahre*) are the periods during which an employee of the company is classified in the respective employment group, as well as creditable periods of prior employment. Periods of classification in a higher employment group shall also be taken into account for any classification in a lower employment group.

If a business or part of a business changes to the scope of application of this collective agreement, any periods of employment completed therein immediately prior to the change in collective agreement shall be taken into account in accordance with the regulations of item 20 (periods of prior employment). Deviations from this may be stipulated in a works agreement with the consent of the parties to the collective agreement; in businesses without a works council, by agreement with the parties to the collective agreement.

**17.** Half of the periods of service as a supervisor which were completed in the company prior to being transferred to the position of master craftsperson shall be counted as years of service in the employment group in which the employee is first classified as a master craftsperson. However, a maximum of 5 years of service in an employment group can be credited.

**18.** Periods of basic and extended military service and civilian service (*Zivildienst*) during which the employment existed shall be credited to the extent to which the consideration of Austrian basic and extended military service and civilian service is provided for in § 8 Security of Workplace Act.

**19.** Periods of statutory parental leave taken during the employment which began

- on or after 1.5.2017 shall be credited to the extent of up to 22 months,
- on or after 1.5.2011 shall be credited to the extent of up to 16 months,
- before 1.5.2011 shall be credited to the extent of up to 10 months.

If a parent takes several parental leaves for the same child, a maximum of 22, 16 or 10 months respectively in total will be credited.

### **Crediting of prior periods of employment**

**20.** Periods of employment with other domestic or foreign companies or in the public service shall be credited if the duties performed there corresponded to the job description of the respective or of a higher employment group.

A maximum of 6 years of service in an employment group may be credited.

**21.** Employees shall disclose creditable periods when joining the company upon request and provide proof within 4 months by means of documents (e.g. certificate, evidence of employment), translated if necessary.

## Minimum salary or wage

### Amount, advancement date

#### 22. Minimum salary or wage table (monthly values in €, 1.5.2024)

EG	Basic level					Advancement value	
		after 2 years in EG	after 4 years in EG	after 7 years in EG	after 10 years in EG	2, 4 y. in EG	7, 10 y. in EG
A	2 406.56	-	-	-	-	-	-
B	2 431.37	2 476.83	2 522.29	2 545.02	2 567.75	45.46	22.73
C	2 658.73	2 738.50	2 818.27	2 858.16	2 898.05	79.77	39.89
D	2 837.05	2 922.18	3 007.31	3 049.88	3 092.45	85.13	42.57
E	3 251.09	3 381.13	3 511.17	3 576.19	3 641.21	130.04	65.02
F	3 665.31	3 811.93	3 958.55	4 031.86	4 105.17	146.62	73.31
G	4 215.39	4 384.03	4 552.67	4 636.99	4 721.31	168.64	84.32
H	4 623.87	4 808.83	4 993.79	5 086.27	5 178.75	184.96	92.48
I	5 657.48	5 883.82	6 110.16	6 223.33	6 336.50	226.34	113.17
J	6 211.44	6 459.92	6 708.40	6 832.64	6 956.88	248.48	124.24
						<b>2 years in EG</b>	<b>4,7,10 y. in EG</b>
K	8 211.65	8 540.09	8 704.31	8 868.53	9 032.75	328.44	164.22

23. In the case of part-time employees, the minimum salary or wage and the advancement values shall be divided by 38.5 and multiplied by the agreed number of hours per week.

24. Advancement to the next higher advancement level shall take place on the first day of the calendar month in which the required number of years of service in the respective employment group is reached.

If the date of application of a new minimum salary or wage table defined by collective agreement coincides with the date of an advancement, the advancement value of the new minimum salary or wage table shall be used.

### Offsets against the minimum salary or wage

25. Social allowances (e.g. family, household, child allowances) and other allowances may be offset against the minimum salary or wage. These are considered part of the actual salary or wage. Regular overpayments that fall under the piecework or premium work provisions (Sections 6a or 6b<sup>31</sup> [CASEEEI:] of the collective agreement for waged workers in the electrical and electronics industry) or allowances that compensate for work-related exposures and workloads (e.g. dirty work, hardship and hazard (DHH) allowances, compensation for on-call duty), as well as travel and meal allowances are not part of the actual salary or wage and therefore cannot be offset against the minimum salary or wage.

26. Regular commissions are also eligible to be offset. At the end of each calendar year, it must be checked whether the employee's annual remuneration (including fixed salary, commissions, special payments, etc.) at least equals the sum of the minimum salaries or wages due in that calendar year plus twice the December minimum salary or wage. If this is not the case, the difference must be paid immediately. If it becomes apparent during the current calendar year that there will be a considerable amount to pay, a payment on account must be made. This payment on account can be offset against future payments.

27. The parts of remunerations which exceed the Christmas bonus and the annual leave pay (pursuant to Section 9<sup>32</sup>) by more than the December salary or wage respectively shall be eligible to be offset against the annual salary.

<sup>31</sup> [CAWWEI:] page 32.

<sup>32</sup> Page 39.

## **Actual salary or wage**

### **Effect of advancements**

**28.** At the time of advancement to the next higher advancement level, the actual salary or wage shall also be increased by the respective advancement value. Item 23 (part-time employees) shall apply mutatis mutandis.

If use is made of the exceptions in items 30 and/or 31, advancement shall nevertheless be made with regard to the minimum salary or wage.

### **Exclusions from the increase in actual salaries or wages**

**29.** Item 28 shall not apply for:

- commission agents,
- employees who themselves have resigned prior to advancement, unless it is a case of resignation giving rise to an entitlement to severance pay within the meaning of the [Salaried Employees Act](#) / [Workers' Severance Pay Act](#).

**30.** At the end of each calendar year, the number of employees for whom an increase in actual salary or wages is planned in the following calendar year due to advancement to the next higher advancement level shall be determined. Employees as per item 29 shall be deducted from this number. Up to 5% of the remaining number of persons may be excluded in each case (5% clause). The resulting number shall be rounded up if there is a remainder of at least 0.5, otherwise it shall be rounded down.

Instead of calendar years, other periods may be specified by works agreement; in businesses without a works council, by agreement with the employees.

The following criteria shall be taken into account when selecting employees who are to be excluded from advancement:

- below-average performance and/or
- above-average overpayment.

The exclusion of an employee twice consecutively is only permitted in special cases.

At the end of each calendar year, the number of possible exclusions for the following year must be determined; the employees concerned must then be selected. In companies with a works council, a list of names must be submitted to the works council by 31<sup>st</sup> December at the latest. If this notification is not made or not made in time, no one can be excluded. At the request of the works council or the employees concerned, a consultation must take place.

**31.** In economically justified cases, further exclusions or a deferral of the actual-salary or actual-wage advancement to the next higher advancement level may be determined by works agreement. In businesses without a works council, a corresponding agreement may be concluded with the relevant parties to the collective agreement.

**32.** In the event of an increase in the actual salary or wage, it may be agreed no earlier than 6 months after the start of employment that this increase be offset against up to 2 immediately subsequent advancements. At the most, it can be agreed that this increase be offset against

- the 1<sup>st</sup> and 2<sup>nd</sup>,
- the 2<sup>nd</sup> and 3<sup>rd</sup>,
- only the 3<sup>rd</sup> or
- only the 4<sup>th</sup>

advancement. If the increase in the actual salary or wage is less than the respective advancement value or sum of the advancement values, the advancements defined by collective agreement shall be carried out on the scheduled dates in the remaining amount. Further offsetting agreements as well as any offsetting of increases from the remuneration

package (items 37 to 62) or from any other collective agreement provision shall be null and void.

## **Reclassification**

### **Advancement level**

**33.** If the previous minimum salary/wage is below or equal to the minimum salary/wage of the basic level of the new employment group, the employee shall be assigned to the basic level.

**34.** If the previous minimum salary/wage is higher than the minimum salary/wage of the basic level of the new employment group, the employee may be

- a) assigned to the basic level;
- b) assigned to the advancement level after 2 years of service in the employment group.

The actual salary or wage may not be lower than the salary or wage that would have been due if the employee had remained in his or her previous employment group, taking into account advancements and changes in the minimum salary or wage.

A unified procedure (variant a or b) can be regulated by works agreement.

**35.** If the actual salary/wage is above the minimum salary/wage of the advancement level after 2 years of service in the new employment group, the employee may be assigned to the advancement level after 2 years of service in the employment group. Their actual salary or wage will not change as a result.

In this case, offsetting agreements concluded upon reclassification and up to 6 months thereafter shall be null and void in accordance with item 32.

### **Start of new periods of service in employment groups**

**36.** If the reclassification to another employment group does not take place at the time of an advancement, the following shall apply in the case of reclassification

- from the basic level or the advancement level "after 2 years in EG": The period of service in the previous employment group which has elapsed since the last advancement shall be taken into account; if no advancement has yet taken place, the period of time worked in the employment group shall be credited;
- after the 4<sup>th</sup> or 7<sup>th</sup> year in the employment group: 2/3 of the period of service since the last advancement in the previous employment group shall be credited;
- after the 10<sup>th</sup> year in the employment group: the 1<sup>st</sup> advancement takes place 2 years after the reclassification;
- from employment group A to a higher employment group: 2/3 of the period of service shall be credited.

If the reclassification occurs at the time of an advancement, the advancement of the previous employment group shall be paid.

## **Individual salary or wage increases**

### **General provisions**

**37.** Once a year, a portion of the salary or wage bill shall be determined (remuneration package) and used exclusively for individual salary or wage increases or, in the case of incentive wages, for increases in competency allowances; in exceptional cases, with the consent of the works council, the remuneration package may also be used for increases in the piecework rate.

**38.** With the consent of the waged workers' works council and the salaried employees' works council, a joint calculation and distribution of the remuneration package for both groups of employees may be introduced by works agreement.

## **Remuneration package**

### *Basis of assessment*

#### **39.**

- a) The assessment basis for determining the remuneration package shall be the actual salaries or wages (in the case of all-in payments / lump-sum payments, these payments) for September of all employees working for the company on 30<sup>th</sup> September (assessment date). The actual salaries or wages of employees who for the whole of September are on maternity leave or completing military service or civilian service with an expected duration of at least 6 months are not to be involved in the assessment basis.
- b) In the case of annual remuneration agreements, 1/14 of the annual remuneration shall be used to determine the remuneration package.
- c) In the case of part-time employees, extra hours shall be taken into account at the average number worked during the last 12 calendar months (September of the previous year up to and including August).
- d) The actual salaries and wages of employees whose employment contracts commenced in September shall be extrapolated to the full calendar month. The actual salaries or wages of employees whose employment contracts ended on 30<sup>th</sup> September shall not be included.
- e) In the case of commission recipients, the agreed fixed salary for September shall be used, but at least the respective minimum salary or the respective minimum wage for September.
- f) In the case of employees who receive piecework wages or bonuses similar to piecework, 1/3 of the sum of the basic and incentive wages earned in the months of July to September shall be used. The competency allowances shall be included in the assessment basis with the amount due in September.

### *Size of the remuneration package*

**40.** Unless more favourable terms have been agreed, the remuneration package shall amount to

- 0.35% of the assessment basis pursuant to item 39 lit. a to e and
- 0.27% of the assessment basis pursuant to item 39 lit. f.

### *Selection and distribution criteria*

**41.** Employees shall be selected for individual salary or wage increases from the remuneration package according to the following criteria:

- a) performance (e.g. quantity, quality, technical and social competence);
- b) improving the structure of salaries or wages, especially with regard to gender equality, including, where appropriate, the consideration of low incomes.
- c) At least 15% of employees employed beyond September 30 must receive an increase in their salaries or wages from the remuneration package.
- d) An employee who has already received an increase in actual salary or wages from the remuneration package in the previous calendar year and the calendar year before last may not be selected. This does not apply in the case of incentive wages.

**42.** When distributing the remuneration package, the actual salary or wage of an employee shall be increased by no more than 7%. The ratio between the individual increases must be balanced.

**43.** If the remuneration package is used to increase piecework rates, 1.3 times the value of the increase in the piecework rate multiplied by the number of affected persons receiving incentive wages shall be offset against the remuneration package.

**44.** Additional selection and/or distribution provisions may be created and/or the above provisions may be expanded upon by works agreement.

*Information for employees*

**45.** Employees shall be notified of the salary or wage increases in writing. The notification shall state that the increase comes from the remuneration package defined in the collective agreement.

*Procedure for determining and distributing the remuneration package*

**46.** The company shall initiate the procedure for determining and distributing the remuneration package on 1<sup>st</sup> October of each year and shall complete this procedure by 31<sup>st</sup> December of the same calendar year.

**47.** The salaries or wages of the employees selected in the course of the procedure shall be increased as of 1<sup>st</sup> January of the following calendar year.

**48.** In businesses with a works council, the works council shall be notified of the remuneration package by 25<sup>th</sup> October at the latest.

By 31<sup>st</sup> December of the respective year, a works agreement shall be concluded specifying the selected employees (either in general or by name) and the increase in their salaries or wages.

**49.** In businesses without a works council, a list of names indicating the increases in the salaries or wages of the individual employees shall be drawn up and kept for checking purposes. The size of the remuneration package as well as the number of persons according to the list of names shall be communicated to the employees (e.g. by posting).

**50.** If selected employees leave the company by 31<sup>st</sup> December, the corresponding part of the remuneration package shall be allocated to other employees by 31<sup>st</sup> January of the following calendar year at the latest. The resulting salary or wage increases shall be made – if necessary, retroactively – with effect from 1<sup>st</sup> January. This shall not apply to the use of the remuneration package for increases in the piecework rate.

**51.** If no works agreement is concluded by 31<sup>st</sup> December or if the company or the works council already doubts that an agreement can be reached in time, mediation shall be initiated in accordance with items 53 to 56 at the request of either side.

In businesses without a works council, mediation shall be initiated at the request of a party to the collective agreement who has reasonable grounds for suspecting that the provisions for determining the remuneration package or the selection or distribution criteria have been violated.

**52.** The start of the procedure may be brought forward by works agreement. The further course of the procedure shall be adjusted accordingly. If, as a result, there is a salary or wage increase by collective agreement which takes effect between the cut-off dates for determining the remuneration package and the increase in actual salaries or wages, the remuneration package shall be increased accordingly.

*Mediation by the parties to the collective agreement*

**53.** The mediation shall be carried out by expert representatives of the parties to the collective agreement. These representatives shall be obliged to maintain confidentiality with regard to everything that becomes known to them in the course of the mediation.

**54.** The company and the works council shall support the mediators in their activities. The documents required for the mediation (e.g. documents for determining the size of the remuneration package, list of names with details of the planned increases in the actual

salaries or wages of the individual employees) shall be made available and the reasons for the selection shall be stated.

**55.** If the selection or distribution criteria have not been observed, the mediators (item 51 para 2) shall appeal to the company to distribute the remuneration package in accordance with the provisions of this collective agreement. This distribution shall be carried out – if necessary, retroactively – with effect from 1<sup>st</sup> January (in accordance with item 47).

**56.** If some of the remuneration package has not been distributed, the following applies:

- a) The company shall also increase the salaries or wages of other employees, if any, in such a way that the remuneration package is distributed in full (in businesses with a works council, by means of a works agreement). The increases shall be made – if necessary, retroactively – with effect from 1<sup>st</sup> January (in accordance with item 47).
- b) In addition, the company shall make a one-time payment. First, 42 times the originally undistributed portion of the remuneration package shall be determined. This amount shall then be divided among the employees who are employed at the time of distribution who have not been selected (not even subsequently in accordance with lit. a) on a per capita basis and paid out by 30<sup>th</sup> June of the following year at the latest.

*Adjustment of remuneration package due to significant operational changes*

**57.** If the number of employees on 31<sup>st</sup> December is more than 20% higher or lower than on 30<sup>th</sup> September, the determination and distribution of the remuneration package shall be adjusted to the new circumstances. In such a case, a new procedure for determining and distributing the remuneration package shall be carried out, applying items 46 to 52 mutatis mutandis. The procedure shall be based on the circumstances in the calendar month following the change in the number of employees. The salary or wage increases shall be made – if necessary, retroactively – with effect from 1<sup>st</sup> January (item 47).

**58.** This shall not apply in the case of a merger of businesses or parts of businesses within the meaning of § 31 para 6 Labour Constitution Act (merger to form a new company).

*Entry of a company or (part of) a business into the scope of application the collective agreement*

**59.** If an company, business or part of a business enters the scope of application of the collective agreement in the period from 1<sup>st</sup> October to 31<sup>st</sup> December, a procedure shall be carried out applying items 46 to 52 mutatis mutandis. The procedure shall be based on the situation in the calendar month following the commencement of the collective agreement. Salary and wage increases shall be implemented – if necessary, retroactively – with effect from 1<sup>st</sup> January.

*Reduction in the remuneration package for compelling economic reasons*

**60.** If there are compelling economic reasons (in particular a threat to the existence of the company), the remuneration package for the respective year may be reduced – if necessary to zero – in accordance with the economic necessity and/or the implementation of the increases may be postponed.

**61.** In businesses with a works council, a works agreement shall be concluded and – if otherwise legally invalid – forwarded to the parties to the collective agreement.

**62.** In businesses without a works council, the company may request the parties to the collective agreement to agree to a reduction in the remuneration package and/or a deferral of salary/wage increases. The parties to the collective agreement shall be provided with the documents necessary to assess the economic situation of the company or the business. The parties to the collective agreement shall treat the documents confidentially and decide as soon as possible whether or to what extent the remuneration package can be reduced or the salary/wage increases deferred.

## Apprenticeship, dual course of study

### Apprenticeship income

63. The monthly apprenticeship income is in € (1.5.2024):

Apprenticeship year	I	II
1 <sup>st</sup> apprenticeship year	1 187.88	1 484.84
2 <sup>nd</sup> apprenticeship year	1 484.84	1 930.30
3 <sup>rd</sup> apprenticeship year	1 781.81	2 227.27
4 <sup>th</sup> apprenticeship year	2 316.36	2 461.13

Column II applies to apprentices whose apprenticeship started after they passed the school leaving examination (*Reifeprüfung*).

The monthly apprenticeship income for vocational training pursuant to § 8b Vocational Training Act is in € (1.5.2024):

Apprenticeship year	Extension by up to		Partial qualification
	1 apprenticeship year	2 apprenticeship years	
1 <sup>st</sup> apprenticeship year	1 187.88	1 187.88	1 187.88
2 <sup>nd</sup> apprenticeship year	1 357.57	1 272.72	1 230.30
3 <sup>rd</sup> apprenticeship year	1 696.96	1 527.27	1 289.69
4 <sup>th</sup> apprenticeship year	2 104.24	1 832.72	-
5 <sup>th</sup> apprenticeship year	2 316.36	2 206.05	-
6 <sup>th</sup> apprenticeship year	-	2 316.36	-

In the event of a subsequent extension, the apprenticeship income shall remain unchanged until an entitlement to the apprenticeship income of a higher apprenticeship year arises according to the above table. However, increases in apprenticeship income as per collective agreement shall be made.

Employees who

- have passed a school leaving examination at a general or vocational school and
- are undergoing contractually agreed training within the company which corresponds to the content of a shortened apprenticeship training programme and is to be completed with a final apprenticeship examination pursuant to § 23 para 5 Vocational Training Act, and
- are simultaneously undergoing training at a technical college, other college or university, receive a minimum wage or salary of € 2 461.13 per month for the duration of the shortened apprenticeship training with a normal working time of 38.5 hours per week.

### Crediting of partially qualifying training

64. If the partially qualifying training (including vocational school as defined by the requirements of the Vocational Training Act) is successfully completed, it shall be credited at least to the extent of the first year of apprenticeship if the apprenticeship is subsequently completed in the same or a related apprenticeship occupation. If there is no entitlement to this crediting, the subsequent apprenticeship income may in any case not be lower than the last amount paid during the partially qualifying training.

### Boarding school expenses, travel expenses

65. The company shall advance and reimburse the boarding costs incurred by the stay of an apprentice or partial qualification apprentice in halls of residence intended for students of the vocational school in order to fulfil their compulsory vocational school attendance. If it can be proven that there are no available places in the halls of residence, accommodation

costs are to be advanced and reimbursed against receipt; this entitlement is limited to the amount of the costs of the halls.<sup>33</sup>

Additional costs of the cheapest means of public transport that apprentices demonstrably incur up to once per calendar week for traveling to or from the vocational school run in the form of a boarding school form shall be reimbursed by the company. The prerequisite for this entitlement to reimbursement of travel expenses is the receipt of family allowance. In the event of a reduction or discontinuation of public funding for such travel expenses, the pro rata reimbursement of travel expenses shall remain unchanged.

**Success bonus**

66. If the apprentice passes the apprenticeship leave exam on the first attempt and if the company receives funding in accordance with the guideline on § 19c Vocational Training Act, an additional bonus shall be paid to this apprentice; this shall amount to the following:

- pass with merit (*mit gutem Erfolg*) ..... € 100,
- pass with distinction (*mit ausgezeichnetem Erfolg*) ..... € 125.

If the company does not receive the funding due to a reason for exclusion specified in the guideline (e.g. serious violation of the Vocational Training Act), the apprentice is still entitled to the success bonus.

**Internships**

**Mandatory internship**

67. Mandatory interns are students who, on the basis of school law regulations, are doing a mandatory internship at a vocational middle or high school (usually up to 1 month, in the case of company practice usually 10 weeks per calendar year). [CAWWEEI:] Their monthly wage, in deviation from items 1 to 62, or [CASEEEI:] their monthly remuneration is at least € 1 096.67 for a normal working time of 38.5 hours per week. This also applies if there is only a partial obligation to work.

[CASEEEI:]

Mandatory interns are also students who, on the basis of study regulations, are doing a mandatory internship at a technical college, other college or university. Their monthly remuneration amounts to at least € 1 482.17 for a normal working time of 38.5 hours per week. This also applies if there is only a partial obligation to work.

**Holiday internship**

68. Holiday interns are salaried employees who, without the presence of school law regulations, are employed during school holidays with agreed training elements. Their minimum monthly salary for a normal working time of 38.5 hours per week for a maximum of 1 month in € is at least (1.5.2024):

	without school leaving certificate ( <i>Matura</i> )	with school leaving certificate ( <i>Matura</i> )
first-time employment with no work experience or no previously completed mandatory internship	825.23	1 096.67
in all other cases	1 096.67	1 482.17

<sup>33</sup> Note: The authorised apprenticeship trainer can apply for reimbursement of these costs at the apprenticeship office responsible for him or her (§ 9 para 5 Vocational Training Act).

[CAWWEEI:]

## **SECTION 6a PIECEWORK**

The text of this section is available at <https://www.feei.at/aktuelles/kollektivvertraege-des-fee-ab-2001/> > „Weiterführende Links“ > „KVEEI 2021“.

## **SECTION 6b PREMIUM WORK**

The text of this section is available at <https://www.feei.at/aktuelles/kollektivvertraege-des-fee-ab-2001/> > „Weiterführende Links“ > „KVEEI 2021“.

## **SECTION 6c COMPETENCY ALLOWANCE**

### **Competency allowance**

1. Waged workers who are entitled to remuneration on a piecework basis or to a premium wage similar to a piecework basis (hereinafter referred to as “incentive wages”) or to continued payment of the average piecework or premium wages shall receive the advance payments as a competency allowance. The piecework rate or basic wage remains unchanged.

The advancement levels are reached after 2, 5 and 8 years of service in the employment group. The competency allowance amounts to:

### **Competency allowance table<sup>34</sup>**

<b>Employment group</b>	<b>Competency allowance in € (1.5.2024)</b>		
	<b>after 2 years in EG</b>	<b>after 5 years in EG</b>	<b>after 8 years in EG</b>
<b>B</b>	45.46	68.19	90.92
<b>C</b>	79.77	119.66	159.55
<b>D</b>	85.13	127.70	170.27
<b>E</b>	130.04	195.06	260.08
<b>F</b>	146.62	219.93	293.24
<b>G</b>	168.64	252.96	337.28

Section 6 items 16 to 19<sup>35</sup> shall apply mutatis mutandis to the calculation of years of service in the employment group, items 20 and 21 shall apply mutatis mutandis to the crediting of periods of prior employment, and item 24 shall apply mutatis mutandis to advancement to the next higher advancement level. For part-time waged workers, item 23 shall apply mutatis mutandis.

In the event of reclassification to a higher employment group, the previous competency allowance shall cease to apply. The entitlement to a competency allowance in the new employment group shall arise at the point in time resulting from the mutatis mutandis application of Section 6 item 36<sup>36</sup> (reclassification from the basic level: full crediting; after the 2<sup>nd</sup> and 5<sup>th</sup> year of service in the employment group: 2/3 rule; after the 8<sup>th</sup> year of service in the employment group: 1<sup>st</sup> advancement 2 years after the reclassification).

<sup>34</sup> Transitional regulations in Appendix 2 item 1.20 (page 62).

<sup>35</sup> Page 23.

<sup>36</sup> Page 27 (Start of new periods of service in employment groups).

The competency allowance is considered part of the basic salary with regard to all entitlements (e.g. service anniversary).

### **Change from time wages to incentive wages**

2. If waged workers in a time wage system are transferred to an incentive wage system with individual basic wages, their wages shall be reduced by the value of the advancements contained therein; however, in the case of waged workers whose employment commenced prior to 1.5.2004, their wages shall be reduced at most by the value of the actual advancements received (by their value at the time of the transfer to incentive wages). If, on the other hand, they are transferred to an incentive wage system in which the wage is determined on the basis of the same piecework rates or similar, these shall also apply to the transferred waged workers. The years of service in the respective employment group(s) (Section 6 item 16<sup>37</sup>) shall be taken into account for the size of the competency allowance, up to a maximum of 5 years of service in the employment group(s).

### **Change of individual waged workers from incentive wages to time wages**

3. If individual waged workers in an incentive wage system are transferred to time wages and the entitlement to continued payment of the average piecework or premium wage ends, the competency allowance shall cease to be payable. The wage, advancement level and advancement date shall be determined in such a way as is customary for waged workers who perform similar activities and have a comparable length of service. This shall not apply if item 4 is applicable. At the request of the company and/or the works council, mediation shall be carried out by the parties to the collective agreement; in businesses without a works council, at the request of the waged worker.

### **Change from incentive wages to time wages (individual or groups) with continued payment of average piecework or premium wages**

4. If, after the change from incentive wages to time wages, an entitlement to time wages exists in the amount of the average piecework or premium wage of the last 12 months plus the last competency allowance paid, all advancements in this employment group shall be deemed as compensated; the classification shall be made in the advancement level "after 10 years in EG". If a competency allowance has not yet been paid, the waged worker shall be placed in the advancement level "after 7 years in EG"; in this case, advancement to the advancement level "after 10 years in EG" shall take place at the time when the competency allowance would have been paid if the waged worker had remained in the incentive wage system.

### **Multiple changes between time and incentive wages**

5. In the event of a transfer from incentive wages to time wages and a subsequent transfer back to incentive wages, the following shall apply: When determining the competency allowance entitlement and the piecework rate or basic premium wage, the procedure shall be as if there had been continuous employment in the incentive wage system.

In the event of a transfer from time wages to incentive wages and a subsequent transfer back to time wages, the following shall apply: When determining the wage level and the next advancement, the procedure shall be as if there had been continuous employment in the time wage system.

### **Competency allowance above collective agreement level**

6. If a higher competency allowance is paid than is specified in the competency allowance table (item 1), the size of the overpayment shall be maintained when advancing to the next

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<sup>37</sup> Page 23.

competency allowance level(s), insofar as no offsetting within the meaning of Section 6 item 32 has been agreed.

Section 6 item 31<sup>38</sup> (exception to or deferral of advancement in economically justified cases) shall apply mutatis mutandis; however, a lower competency allowance than the minimum competency allowance (item 1) is not permissible.

## **SECTION 7 REMUNERATION FOR EXTRA HOURS, WORK ON SUNDAYS AND PUBLIC HOLIDAYS, AND ALLOWANCES AND SUPPLEMENTS**

### **Basic remuneration for full-time extra hours, overtime, work on Sundays and work on public holidays**

1. The basic remuneration for one hour of overtime, full-time extra hours, work on Sundays and work on public holidays shall be calculated for
  - full-time employment by dividing the actual salary or wage by 143;<sup>39</sup>
  - part-time employment by dividing the actual salary or wage by 4.33 and the agreed number of hours per week and multiplying by 1.168.
  - [CAWWEEI:] performance-related pay pursuant to § 96 para 1 no. 4 Labour Constitution Act by multiplying the piecework or premium wage per hour by 1.168.

The supplement for supervisors shall be included in the actual wage (piecework or premium wage) in any case. If this supplement does not accrue on a regular basis, it shall be taken into account in full for the hours in which the work as supervisor (item 20) is performed. The basic remuneration shall include other salary or wage components which are paid on a permanent basis for normal working hours under other terms.

This is the method of calculation used for the special payments (annual leave pay and Christmas bonus) due for full-time extra hours, overtime as well as the Sunday supplement and work on public holidays.

A different method of calculation may be determined by works agreement, provided that it is at least equivalent; in businesses without a works council, by written agreement with the employees.

### **Remuneration for full-time extra hours and overtime**

2. The remuneration for full-time extra hours and overtime shall consist of the basic remuneration and a supplement.

#### **Supplement or time off in lieu of full-time extra hours**

3. The supplement for full-time extra hours shall amount to 50% of the basic remuneration. If the full-time extra hours are compensated by time off in lieu, this shall be paid at a ratio of 1:1.

#### **Supplement for overtime**

4. The overtime supplement shall amount to 50% of the basic remuneration.

However, an overtime supplement of 100% shall be due for the following overtime hours:

- a) overtime between 8 p.m. and 6 a.m.;
- b) the 3<sup>rd</sup> and any subsequent hours of overtime on a single day, providing they are worked after 7 p.m.; when counting these hours, any full-time extra hours worked on that day shall be included;

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<sup>38</sup> Page 26.

<sup>39</sup>  $38.5 \times 52 \div 14 = 143$ .

- c) in the case of multi-shift work, the 3<sup>rd</sup> and any subsequent hours of overtime outside of the 1<sup>st</sup> shift; when counting these hours, any full-time extra hours worked on that day shall be included;
- d) overtime after the night shift has ended;
- e) overtime on Sundays;<sup>40</sup>
- f) overtime on public holidays and on 24<sup>th</sup> and 31<sup>st</sup> December<sup>41</sup> (these are the hours outside of the normal working hours otherwise stipulated by works agreement or employment contract for that day of the week).
- g) overtime worked by employees if they are called back after leaving the place of work and before the end of the rest period (§ 12 Working Time Act);
- h) overtime if the daily working time exceeds 10 hours or the weekly working time exceeds 50 hours, except in the case of flexitime.

### **Time off in lieu of overtime**

5. Instead of payment for overtime, compensation may be made in the form of time off in lieu on the basis of a works or individual agreement. If time off in lieu of overtime has been agreed, the following shall apply:

- For overtime with a supplement of 50%, payment for time off in lieu is due at a ratio of 1:1.5;
- for overtime with a supplement of 100%, at a ratio of 1:2.
- If overtime is compensated by time off in lieu at a ratio of 1:1, the overtime supplement shall be paid.

### **Consumption of time credit from full-time extra hours, overtime and the conversion of cash entitlements**

6. If the period of compensation of time credit is not determined by works agreement, it shall be agreed. If no agreement is reached, the compensation of the time credit may be commenced before or after the next annual leave, public holiday or leave of absence in accordance with Section 5. Due to compelling operational requirements, the company may request that the time off in lieu be taken no earlier than 4 weeks later in a period chosen by the employee; compensation in cash may also be requested instead.

### **Remuneration for part-time extra hours**

7. The remuneration for part-time extra hours shall consist of the basic remuneration and the supplement for part-time extra hours.

#### **Basic remuneration for part-time extra hours**

8. The basic remuneration for one hour shall be calculated for part-time employees by dividing the actual salary or wage by 4.33 and the agreed number of hours per week. [\[CAWWEI:\] The supplement for supervisors shall be included in the actual wage in any case. If this supplement does not accrue on a regular basis, it shall be taken into account in full for those hours in which the work as supervisor \(item 20\) is performed.](#)

The basic remuneration shall include other salary or wage components which are paid on a permanent basis for normal working hours under other terms.

The basic remuneration for part-time extra hours shall be

- either increased by 16.8% and the supplement for part-time extra hours calculated from this increased amount, or

<sup>40</sup> In the case of fully continuous shift work or fortnightly work, Section 4 item 28 (page 12) must be observed.

<sup>41</sup> Working hours and supplements for work on 24<sup>th</sup> and 31<sup>st</sup> December are regulated in Section 4 item 8 (page 7).

- in addition to the supplement for part-time extra hours, included in the annual leave pay and Christmas bonus at the average amount of the last 12 calendar months prior to the month of payment. If the employment (part-time) has not yet lasted 12 calendar months, the average of the time period since the beginning of the employment (part-time) shall be taken as a basis.

A different method of calculation may be determined by works agreement, provided that it is at least equivalent.

These are the methods of calculation used for the special payments (annual leave pay and Christmas bonus) due for part-time extra hours.

[CAWWEI:] In the case of performance-related pay pursuant to § 96 para 1 no. 4 Labour Constitution Act, the basic remuneration is the piecework or premium wage per hour increased by 16.8%. A different method of calculation may be determined by works agreement, provided that it is at least equivalent.

### **Supplement for part-time extra hours**

**9.** The supplement for part-time extra hours amounts to 9% of the basic remuneration. It does not accrue

- a) if, on the basis of a works or individual agreement, the part-time extra hours are compensated by time off in lieu within the calendar quarter or another period of up to 3 months – determined by a works agreement or, in businesses without a works council, with the consent of the parties to the collective agreement – in which it was accrued;
- b) in the case of flexitime,
  - if the agreed working hours are not exceeded on average within the flexitime period;
  - for time credit that can be carried over into the next flexitime period;
- c) in the case of
  - making up working time in connection with public holidays,
  - partial retirement for hours worked in excess of the average normal working hours as stipulated in advance in the partial retirement agreement (in particular in the case of blocked partial retirement),
  - sabbatical models<sup>42</sup> agreed upon at the request of the employee (e.g. for the purposes of a longer training programme or recovery phase). The part-time extra hours supplement shall not accrue only if the exact timing of the full-time and time-off phases as well as the scheduling of the part-time extra hours and the time off in lieu are determined from the outset.

### **Flat-rate payment**

**10.** If a flat rate is agreed for full-time extra hours or overtime, the calculation of such flat rate shall take into account the average hours worked, including the respective supplements.

### **Sunday supplement**

**11.** For all work performed on a Sunday within the normal working hours, a supplement for each hour shall be due

- in addition to the actual salary or wage
- in the amount of the basic remuneration for one hour of overtime in accordance with item 1 plus any accruing allowances and supplements which are not included in the basic remuneration.<sup>43</sup>

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<sup>42</sup> Section 4 item 16a (page 9).

<sup>43</sup> In the case of fully continuous shift work or fortnightly work, Section 4 item 28 (page 12) must be observed.

This does not apply to flat-rate agreements by which Sunday work is expressly compensated.

### **Public holiday pay**

**12.** For all work performed on a public holiday within the normal working hours otherwise stipulated by works agreement or employment contract for this day of the week, the following is due:

- public holiday pay (§ 9 para 2 to 4 Rest Periods Act) and
- pay for working on a public holiday (§ 9 para 5 Rest Periods Act), per hour in the amount of the basic remuneration for one hour of overtime in accordance with item 1 plus any accruing allowances and supplements which are not included in the basic remuneration.

### **Concurrence of multiple supplements**

**13.** In the event of a concurrence of several supplements pursuant to items 4, 11 and 12, only the highest supplement shall be due.

### **Continued validity of existing regulations**

**14.** Insofar as overtime remuneration was previously paid from shorter normal working hours, these regulations shall remain unaffected unless they are changed by works agreement. The same shall apply to previously higher remuneration for extra hours and overtime as well as remuneration for work on Sundays and public holidays.

### **Shift allowance for work in alternating shifts**

**15.** In the case of shift work, employees shall receive per hour for the

- 2<sup>nd</sup> shift at least ..... € 1.000;
- 3<sup>rd</sup> shift at least ..... € 3.556.

### **Night work allowance**

**16.** Employees shall be paid a night work allowance for work performed between 10 p.m. and 6 a.m., provided that this does not constitute overtime. If there is an entitlement to the night work allowance, no shift allowance shall be due. The night work allowance amounts per hour to at least ..... € 3.556.

### **Dirty work, hardship and hazard allowances (DHH allowances)<sup>44</sup>**

#### **Definition and entitlement**

**17.**

- a) **Dirty work allowance:** A dirty work allowance shall be paid for work that necessarily results in body and clothing becoming extraordinarily dirty in comparison to what is expected in the usual working conditions. This allowance amounts to at least € 0.689 per hour.
- b) **Hardship allowance:** A hardship allowance shall be paid for work that is extraordinarily difficult in comparison to what is expected in the usual working conditions. This allowance amounts to at least € 0.689 per hour.
- c) **Hazard allowance:** A hazard allowance shall be paid for work that necessarily endangers life, health or physical safety due to the harmful effects of hazardous substances or radiation, heat, cold or moisture, gases, vapours, acids, alkalis, dust or vibrations or due to a risk of falling or other hazards. This allowance amounts to at least € 0.689 per hour.

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<sup>44</sup> [CAWWEEI:] The “Recommendation concerning special hardship and hazard allowances” (Appendix 7, page 71) must also be observed.

## Common provisions on DHH allowances

**18.** The allowances shall be due only for work-related exposures and workloads and shall be paid only for those working hours during which corresponding work is performed.<sup>45</sup>

If a job evaluation system already factors in dirty work, hardship or hazards at least at the level stipulated in the collective agreement, the allowances pursuant to item 17 do not have to be paid additionally.

If no agreement is reached within the company regarding the question of whether a DHH allowance is due for a specific job, mediation by expert representatives of the parties to the collective agreement shall be carried out prior to recourse to the Labour and Social Court.

Regulations on DHH allowances can be made in works agreements.

[CASEEEI:] The allowances shall be due only if the work under the conditions referred to in item 17 lasts longer than 2 hours on the respective working day.

[CAWWEEI:]

### Installation allowance

**19.** For installation work – installation, disassembly, maintenance or repair of equipment of any kind outside of the business premises (Section 10, item 1<sup>46</sup>) – an allowance of at least € 1.060 shall be paid for each hour worked.

### Supplement for supervisors

**20.** Supervisors shall be entitled to a supplement equal to 10% of their wages (average piecework or premium wage). This supplement shall also be paid to waged workers for the time during which they are responsible for at least 3 employees in the case of installation work and other employment outside of the business premises, and at least 6 employees in the case of work within the premises.

## SECTION 8 ALIQOT SALARY AND WAGE ENTITLEMENTS

**1.** [CAWWEEI:] In the month of entry or termination, the hours with wage entitlement (in the case of full-time employment 1/167 of the monthly wage per hour) shall be paid; this may not exceed the full monthly wage. If the employment does not commence on the first day of the month, but on the first normal working day of the month, the monthly salary or wage shall be paid in full. The same shall apply mutatis mutandis in the event of termination of the employment.

**2.** If the employee is not entitled to a salary or wage for all days of a calendar month [CASEEEI:] during the employment / [CAWWEEI:] outside the month of entry or termination, 1/30 of the monthly salary or wage shall be paid per calendar day with salary or wage entitlement. For individual hours without salary or wage entitlement, 1/167 of the monthly salary or wage is to be deducted per hour for full-time employees.

Variable remuneration components can be settled according to actual work performance or taking into account the above regulations.

**3.** Provisions that deviate from this but are equivalent may be defined by works agreement, in businesses without a works council by written agreement with the parties to the collective agreement.

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<sup>45</sup> A flat-rate DHH allowance is permissible subject to favourability. Under tax law, proof of the job giving rise to the entitlement remains necessary at least for the respective group of employees.

<sup>46</sup> Page 41.

## SECTION 9 SPECIAL PAYMENTS (ANNUAL LEAVE PAY AND CHRISTMAS BONUS)

1. Employees shall be entitled to annual leave pay and a Christmas bonus every calendar year.

### **Amount of the special payments**

2. The following are due as annual leave pay and Christmas bonus respectively:

- the monthly actual salary or wage or the apprenticeship income, and
- the monthly value of the DHH, shift and night work allowances [CAWWEEI:] as well as the installation allowance and the supplement for supervisors based on the average of the last 3 months.<sup>47</sup> Periods without full pay entitlement shall be excluded. This period shall be extended by these excluded periods.

Performance-related pay pursuant to § 96 para 1 no. 4 Labour Constitution Act and other bonuses within the meaning of Section 6b at installation and construction sites shall be included at the average of the last 3 months<sup>44</sup> on the basis of normal working hours plus the competency allowance.

In the case of porters, full-time security staff and full-time works firefighters, waged workers in medical service and chauffeurs, this shall be taken as the basis if a longer working week has been agreed.

Commission recipients are entitled to the monthly fixed salary, but at least the monthly minimum salary or wage.<sup>48</sup>

### **Due date**

#### **Annual leave pay**

3. Annual leave pay is due in addition to the statutory annual leave remuneration and must be paid in full at the latest with the payroll for June. If leave of at least 5 days is taken before the June payroll, an aliquot annual leave payment is to be made in each case (e.g. with 25 working days of leave entitlement per leave year, 1/25 of the annual leave pay is due per day of annual leave).

A works agreement may stipulate a single date for the payment of annual leave pay irrespective of the actual consumption of leave; however, annual leave pay shall be paid no later than 30<sup>th</sup> June. In businesses without a works council, such agreements may be made in writing with the employees.

#### **Christmas bonus**

4. The Christmas bonus shall be paid on 30<sup>th</sup> November at the latest.

#### **Aliquot special payments**

5. If the employment begins during the calendar year, the annual leave pay and Christmas bonus shall be due on a pro rata basis (1/52 per calendar week begun). The aliquot annual leave pay is due in accordance with item 3, but at the latest with the Christmas bonus. For employees joining the company after 30<sup>th</sup> November, the aliquot annual leave pay and Christmas bonus shall be paid with the monthly salary or wage for December.

6. [CASEEEI:] If the employment ends during the calendar year, the annual leave pay and Christmas bonus shall be due on a pro rata basis (1/52 per calendar week started). If the

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<sup>47</sup> Transitional regulations in Appendix 2 item 4 (page 63).

<sup>48</sup> [CASEEEI:] At the end of each calendar year, a coverage verification must be carried out in accordance with Section 6 item 26 (page 25). / [CAWWEEI:] Offsetting of special payments against minimum wages of commission recipients in Section 6 item 26 (page 25).

annual leave pay and/or Christmas bonus has already been paid, the part attributable to the remaining part of the calendar year shall be deducted in the final settlement. If the annual leave pay or Christmas bonus has not yet been paid or has only been paid in part, the missing part shall be paid in the final settlement.

[CAWWEI:] If the employment ends during the calendar year and the annual leave pay and/or Christmas bonus has already been paid, the part attributable to the remaining part of the calendar year shall be repaid or this part shall be deducted in the final settlement (1/52 per calendar week started) if the employment ends through

- termination by the employee,
- dismissal through the fault of the waged worker, or
- resignation without good cause.

If the employment ends during the calendar year and the annual leave pay and/or Christmas bonus has not yet been due, the respective special payment shall be due on a pro rata basis (1/52 per calendar week begun). This entitlement shall lapse in the event of

- dismissal through the fault of the waged worker,
- resignation without good cause.

### **Periods without entitlement to remuneration**

7. Periods without entitlement to remuneration shall reduce the annual leave pay and Christmas bonus on a pro rata basis (1/52 for each full week) only

- in the cases expressly specified by law (e.g. military or civilian service, receipt of maternity or rehabilitation allowance, parental leave within the meaning of the Maternity Protection Act or the Paternity Leave Act, leave of absence without pay<sup>49</sup> or extended works council training leave<sup>50</sup>) or
- in the event of unauthorised absence or
- if the employee receives full compensation in lieu of income including special payments on the basis of public law regulations.

For periods in which work performance and entitlement to remuneration cease due to an agreement, the non-payment of the annual leave pay and Christmas bonus can be agreed. However, the aliquot reduction of the annual leave pay and Christmas bonus cannot be effectively agreed for unpaid leave for the purposes of works council training within the meaning of § 118 Labour Constitution Act.

Necessary corrections to the annual leave pay are to be made with the Christmas bonus (back payment or offsetting).

### **Change in normal working hours**

8. For employees who change from full-time to part-time employment or vice versa during the calendar year or whose part-time working hours change, the annual leave pay and Christmas bonus shall be calculated on the basis of the average working hours during the calendar year. If the annual leave payment was made before the change in normal working hours, the correction must be made with the Christmas bonus (back payment or offsetting).<sup>51</sup>

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<sup>49</sup> § 12 Employment Contract Law Adaptation Act.

<sup>50</sup> § 119 para 3 Labour Constitution Act.

<sup>51</sup> Calculation example in Appendix 4 item 1 (page 67).

## **SECTION 10 BUSINESS TRAVEL AND INSTALLATION WORK**

### **Definition of business travel**

1. A business trip or installation work (hereinafter referred to as “business travel”) shall be deemed as the instances when the employee leaves the business premises or place of residence by order of the company; it shall begin at that point and end when the employee returns there by order of the company. Travel times outside normal working hours shall be considered business travel times to the extent specified in items 18 to 22. Journeys home as defined in items 29 to 34 shall also be considered business travel. Trips by apprentices to (boarding) vocational schools shall not be considered business travel.

If the employee agrees to work at several business premises, one specific workplace must be mutually agreed in writing as the starting point for business travel (main business premises). Trips to other business premises shall therefore be considered business travel.

2. By means of a works agreement, the following may be agreed for business travel:

- a single starting point can be determined for all employees working at the same workplace (e.g. St. Stephen’s Cathedral in Vienna) or
- the employee’s place of residence can be determined as the starting point. In businesses without a works council, this can be done by means of a written individual agreement.

3. If no agreement can be reached on the existence of business premises, mediation shall be carried out by the parties to the collective agreement at the request of the company, the works council or, in businesses without a works council, at the request of an affected employee. Construction sites shall not be considered business premises.

4. The provisions on business travel constitute a single business travel law for waged workers and salaried employees. The formulations were therefore chosen irrespective of the personal scope of application of this collective agreement.

### **Travel allowance**

#### **General**

5. A travel allowance shall be paid for the additional expenses incurred during business travel. This shall consist of a daily allowance and an overnight allowance.

#### **Business travel within the EU<sup>52</sup>**

##### *Daily allowance*

6. The daily allowance amounts to € 65.96<sup>53</sup> for every 24 hours of business travel.

If the business travel lasts less than 24 hours, the following shall be due:

- up to 5 hours ..... no daily allowance;
- more than 5 up to a maximum of 8 hours ..... 1/3 of the daily allowance (€ 21.99);
- more than 8 up to a maximum of 12 hours ..... 2/3 of the daily allowance (€ 43.97);
- more than 12 hours ..... full daily allowance (€ 65.96).

This aliquot rule also applies for the time exceeding the multiple of 24 hours.

##### *Local area daily allowance in Austria*

7. If the job takes place exclusively within a radius of 10 km as the crow flies from the business premises (local area), the daily allowance shall, in deviation from item 6, amount to the following for a travel time of

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<sup>52</sup> EU states as of 1.5.2015 (thus including UK) and Liechtenstein, Norway and Switzerland.

<sup>53</sup> Transitional regulation values for Croatia, Liechtenstein and Switzerland on page 75.

- more than 5 up to a maximum of 8 hours ..... € 15.91;
- more than 8 up to a maximum of 11 hours ..... € 19.96;
- more than 11 hours ..... € 32.97.

Employees shall not be entitled to a local area daily allowance if they

- are in employment groups H to K or
- are travelling to any other business premises of the company; however, local area daily allowance shall be due for installation work or work on construction sites.

[CASEEEI:] Furthermore, there is no entitlement to a local area daily allowance for business travel that is predominantly undertaken for technical and commercial consulting, software development, business initiation in purchasing and/or sales, handling of official procedures and related activities, as well as for business travel for comparable purposes.

If lunch and/or dinner, including beverages, are provided free of charge or the costs are reimbursed, the local area daily allowance is not payable if the job lasts up to 11 hours. If the job lasts more than 11 hours, it must be reduced by 50% per meal. The meals provided must be appropriate; health or religious reasons of the employee may not prevent this.

#### *Overnight allowance*

**8.** If an overnight stay is ordered or required, an overnight allowance shall be paid.

In Austria, this amounts to € 22.23 per night; for the first 7 calendar days of business travel, € 36.58 per night.

In the other EU states (as of 1.5.2015) as well as Liechtenstein, Norway and Switzerland, there is an entitlement to an overnight allowance in the amount of class 3 (*Gebührenstufe 3*) for federal employees for the state in question, but at least € 22.23 per night; for the first 7 calendar days of business travel, at least € 36.58 per night.<sup>50</sup> As of the 29<sup>th</sup> day of business travel, the overnight allowance of class 3 for the respective EU state may be reduced by 10%, but may not be less than € 22.23.<sup>54</sup>

If the employee leaves the travel destination due to weekend rest (weekly rest, substitute rest), rest on public holidays, time off in lieu, annual leave, illness, being prevented from working for important personal reasons or for the purposes of reporting back for a maximum of one day, the counting of calendar days shall not start anew after the return to the travel destination. This shall also apply if no overnight allowance is paid during such periods. However, the counting of calendar days shall start anew if the business travel is continued somewhere else.

If the overnight allowance is not sufficient for the employee to obtain adequate accommodation, the overnight expenses shall be reimbursed against receipt. The costs are to be kept as low as possible.

#### **Business travel to third countries<sup>55</sup>**

**9.** The travel allowance for business travel to third countries shall be the respective daily and overnight allowances at class 3 of the federal employees<sup>56</sup> for the countries to which the employee travels for the purposes of fulfilling the job (destination countries). For transit through a country on the way to the destination country, the travel allowance of the destination country shall be due.

From the 29<sup>th</sup> day of business travel, the respective daily and overnight allowances may be reduced by 10%.

<sup>54</sup> See tables on pages 75 and 76.

<sup>55</sup> States outside of: EU as of 1.5.2015 (thus including UK), Liechtenstein, Norway, Switzerland.

<sup>56</sup> [https://www.ris.bka.gv.at/Dokumente/BgblPdf/2001\\_434\\_2/2001\\_434\\_2.pdf](https://www.ris.bka.gv.at/Dokumente/BgblPdf/2001_434_2/2001_434_2.pdf)

If the business travel is undertaken by aeroplane, the actual time of departure from the last used airport within the EU (as of 1.5.2015), Norway or Switzerland in the respective country shall be considered the time of border crossing; for the return journey, the time of arrival at the 1<sup>st</sup> airport within the EU (as of 1.5.2015), Norway or Switzerland. Stopovers in transit are not to be taken into account (see para 1).

**10.** Full third-country daily allowance for the respective country shall be due for 24 hours in each case.

If the stay in the respective country lasts less than 24 hours, the following shall be due:

- up to 5 hours ..... no third-country daily allowance,
- more than 5 up to a maximum of 8 hours ..... 1/3 third-country daily allowance,
- more than 8 up to a maximum of 12 hours ..... 2/3 third-country daily allowance,
- more than 12 hours ..... full third-country daily allowance.

This aliquot rule also applies for the time exceeding the multiple of 24 hours.

**11.** The daily allowance according to item 6 is due for the travel time not spent in third countries.

The following applies to businesses that have been subject to the CAEEI since 30.4.2023 or longer:

The daily allowance pursuant to item 6 shall be due for the entire travel time minus the travel portions covered by the third-country daily allowance. The following hours are to be deducted for the travel portions covered by the third-country daily allowance:

- 1/3 third-country daily allowance ..... 4 hours,
- 2/3 third-country daily allowance ..... 8 hours,
- full third-country daily allowance ..... 24 hours.

Instead of this regulation, it can be permanently agreed or stipulated by works agreement, or in businesses without a works council by announcement in the company, that the daily allowance in accordance with item 6 is due for the travel time not spent in third countries.

#### **Common provisions for EU and third-country business trips<sup>57</sup>**

**12.** Other expenses in connection with business travel abroad (e.g. postage, telephone, washing clothes) shall be reimbursed to the extent necessary.

**13.** The travel allowance is generally to be

paid in euros. Payment in foreign currency shall be regulated in writing in businesses with a works council in agreement with the works council, otherwise in agreement with the employees, whereby country-specific idiosyncrasies or conditions related to the respective job shall be taken into account.

**14.** If lunch and/or dinner, including beverages, are provided free of charge or if the costs are reimbursed, the daily allowance per meal may be reduced by 30% (deviating provisions apply to the local area daily allowance pursuant to item 7). If breakfast is reimbursed or provided free of charge outside of Austria, the daily allowance may be reduced by 15%. The meals provided must be appropriate according to Austrian standards; health or religious reasons may not prevent this.

The daily allowance may be reduced by 90% for training and development events that are paid in full as working hours and for which the company bears the cost of all meals and additional services.

**15.** There shall be no entitlement to a daily allowance and/or an overnight allowance

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<sup>57</sup> Daily and overnight allowances in the case of illness or hospitalisation are regulated in Section 10 item 32 (page 47).

- in the event of unauthorised absence;
- if the employee is prevented from working or incapacitated due to intent or gross negligence. In the event of an accident at work, the daily allowance shall be forfeited only if the accident was caused intentionally; the overnight allowance shall not be forfeited.

**16.** There shall be no entitlement to an overnight allowance if

- a hotel room or suitable accommodation is provided;
- the costs of the overnight stay – against receipt – are reimbursed;
- at least 3 hours of travel fall within the period from 10 p.m. to 6 a.m. and a sleeping car or first-class flight, business class flight or a flight in a category with similar seating comfort is taken;
- the employee spends the night at home despite the company providing for an overnight stay away from home. In this case, a reimbursement of travel expenses (mileage allowance) shall be due for the distance from the travel destination to home and back, which is limited to the respective overnight allowance. If the reimbursement of travel expenses is lower than the overnight allowance, the difference shall be paid as a lump-sum reimbursement of expenses.

**17.** If no (appropriate) accommodation is provided, the employee shall choose appropriate accommodation which is as close as possible to the non-permanent workplace.

Accommodation shall be deemed adequate if it complies with the provisions of the Health and Safety at Work Act and the Workplaces Ordinance. In addition, the following requirements must be met: Single or, if applicable, double rooms with separate beds and at least 8 m<sup>2</sup> of living space per person; WC; facilities for preparing and heating food (except in hotels); table; lockable wardrobe with the possibility to store and hang items; curtains or other means to protect against outside view; if possible common lounges; regular cleaning of the room and bed linen.

## **Travel outside normal working hours**

### **Travel pay**

**18.** For periods of travel (including necessary waiting times) outside normal working hours, the aliquot part of the actual salary or wage<sup>58</sup> [CAWWEEI:] (average piecework or premium wage) shall be due, excluding allowances and supplements; there shall be no entitlement to overtime pay. The calculation basis for the travel allowance is capped at the minimum salary or wage of the basic level of employment group G.<sup>59</sup> For travel on Sundays and public holidays, a supplement of 50% shall be due.

For train journeys and flights where at least 3 hours of travel fall between 10 p.m. and 6 a.m., this remuneration is only due until 10 p.m. or from 6 a.m. onwards.

### **Driving pay**

**19.** If the employee drives a vehicle by order of the company during business travel, overtime pay shall be due for any driving time outside normal working hours instead of travel pay.<sup>60</sup> The calculation of this overtime pay shall be based on no more than the minimum salary or wage of the basic level of employment group H.<sup>59</sup>

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<sup>58</sup> Minute-by-minute calculation for full-time employment:  
 Actual basic salary/wage ÷ 167 = Actual hourly salary/wage;  
 Actual hourly salary/wage ÷ 60 = Actual minute salary/wage.

<sup>59</sup> [CAWWEEI:] Transitional regulations in Appendix 2 item 2 (page 62).

<sup>60</sup> Driving time during business travel shall be deemed working time.

## **Common provisions for travel and driving pay**

**20.** For travel or driving times outside normal working hours, at least one hour's salary or wage [CAWWEI:] (average piecework or premium wage) or remuneration for one hour's overtime is due. If the outward or return journey is made within normal working hours, at least half an hour (overtime) shall be due. If both the outward and return journeys are made entirely within normal working hours, there is no entitlement to travel or driving pay.

The following applies within a radius of 10 km as the crow flies from the business premises:

- Regardless of the actual travel or driving time, a maximum of one (overtime) hour shall be paid. If there is a greater difference between the distance as the crow flies and the shortest route, an operational regulation must be agreed.
- No travel or driving pay shall be due for journeys between business premises of the company; however, it shall be due for journeys to installation work or work on construction sites.

In the case of overnight stay or the possibility of overnight stay within 2 km as the crow flies from the non-permanent workplace, there is no entitlement to travel or driving pay for the distance between the accommodation and this workplace.

**21.** Other arrangements may be agreed in writing with employees

- whose work mainly involves travel and who largely determine their own working hours and place of work (e.g. sales employees) or
- who are classified in employment group K.

In such cases, the times actually required and spent travelling/driving shall be sufficiently taken into account.

**22.** A works agreement may stipulate that the calculation of the travel or driving pay shall be based on the minimum salary or wage of the basic level of the respective employment group. In businesses without a works council, such an agreement may be reached with the parties to the collective agreement.<sup>61</sup>

In this case, employees whose employment commenced prior to the works agreement coming into effect shall be entitled to the travel or driving pay at least on the basis of the basic salary or wage due on the day on which the works agreement came into effect, increased by the respective (actual) salary or wage increases under the collective agreement, but without taking into account advancements and voluntary salary or wage increases, until a higher calculation basis results from the works agreement.

## **Means of transport, travel costs, mileage allowance**

**23.** If a means of transport is to be used for business travel, the company shall determine this means of transport, taking into account the interests of the employee, and shall bear the resulting costs.

**24.** The costs of travel by train in the 2<sup>nd</sup> class or by bus shall be reimbursed. In the case of rail travel, the costs of 1<sup>st</sup> class travel are to be reimbursed

- for journeys of more than 200 km by rail between the station of departure and the station of destination, or
- if at least 3 hours of travel are between 10 p.m. and 6 a.m.

The costs of sleeping cars, boat trips, flights or journeys by trains with special surcharges (e.g. ICE, TGV) are to be reimbursed only if such means of transport were expressly authorised in advance.

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<sup>61</sup> [CAWWEI:] Transitional regulations in Appendix 2 item 2, "Continued validity" (page 63).

**25.** If the use of an employee's own private car was authorised before the start of the business travel, mileage allowance shall be due.

The amount of the mileage allowance is tiered according to the distance covered for business travel within one year (calendar year, fiscal year or other annual period) and amounts to:

- for the first 15,000 km ..... € 0.420 per km,
- above 15,000 km ..... € 0.395 per km.

If the company bears part of the expenses directly (e.g. fuel, insurance, repair, parking, toll charges), the mileage allowance can be reduced accordingly. The reduction must take into account the current version of the "basket of goods for private car transport" ("*Warenkorb Privater PKW-Verkehr*") compiled by Statistics Austria.

The parties to the collective agreement recommend that if there is a serious discrepancy between the mileage allowance and the cost of parking or toll charges, the company should bear these costs directly.

**26.** No official order for an employee to use his or her own private car can be derived from the approval to charge for mileage allowance. The charging of mileage allowance does not give rise to any claims over and above the mileage allowance, nor does it imply any liability on the part of the company for damages resulting from the employee's use of his or her own private car. However, if jobs are arranged in such a way that the use of the employee's own private car is necessary,

- in the event of accidental damage, claims under the Austrian Civil Code [*ABGB*] and the Employees Liability Act remain valid;
- the mileage allowance is due for the entire distance (residence - destination - residence).

**27.** The mileage allowance shall be settled either after each individual journey or in the form of a logbook, as the company wishes. Logbooks shall be submitted upon request, but in any case at the end of the year as well as upon termination of employment.

**28.** Other equivalent agreements on the reimbursement of travel costs may be made in writing with employees who regularly drive their own car to travel due to their work (e.g. fitters, sales representatives).

## **Journeys home**

### **Journey home**

**29.** Employees shall be entitled to a journey home to their permanent place of residence within Austria for every

- 
- 2 months of business travel if the travel destination is more than 70 km away from the business premises as the crow flies and is within Europe;
- 9 months of business travel if the travel destination is outside Europe, provided that the completion of this business trip is not expected within the next 3 months.

This entitlement arises after 2 or 9 months of business travel respectively.

For the journey home, the company must fulfil the requirements pursuant to items 5 to 28.

**30.** If the journey home is not commenced within two months after the end of the two or nine months of business travel respectively, the entitlement shall lapse. If the journey home cannot be commenced for operational reasons, half or 1/9 of the entitlement respectively is due as financial compensation for each full month of business travel in excess of one journey home. Compensated months do not count towards the entitlement to a journey home.

**31.** On the occasion of each journey home, the employee is entitled to 48 hours of free time without any reduction in pay. If the destination of the business travel is outside of Europe, the employee is entitled to subsequent leave.

#### **Journey home for special reasons**

**32.** Employees shall be entitled to a journey home to their permanent residence within Austria if

- they fall ill and the journey home has been provably recommended by a doctor;
- they take leave of at least one week, or
- a close family member (spouse or life partner, child, adopted child or stepchild, parent) falls seriously ill or dies.

If sick employees remain in care at the travel destination or in its immediate vicinity, a daily allowance and, if applicable, an overnight allowance shall be paid in full. If hospitalisation is necessary, 1/3 of the daily allowance shall be paid; unavoidable accommodation costs shall be reimbursed by the company against proof.

In the event of a journey home for special reasons, the company shall fulfil the entitlements pursuant to items 5 to 28. In the event of the commencement of leave, these entitlements shall be remunerated even if there is no journey home.

#### **Reimbursement of domestic travel expenses**

**33.** If the travel destination is within Austria and is more than 70 km away from the business premises as the crow flies, the travel expenses for an outward and a return journey by public transport (2<sup>nd</sup> class train) shall be reimbursed after the 1<sup>st</sup> month of business travel in the months in which no journey home was taken pursuant to items 29 to 32.

There shall be no entitlement to this reimbursement of travel expenses for the months of business travel for which an entitlement to compensation is due because of a delayed journey home pursuant to item 30.

#### **Return transport in the event of death**

**34.** If the employee dies during business travel, the company shall, at the request of a close family member (item 32), cover in advance the necessary costs of return transport up to an amount of € 8,000. If third parties (e.g. insurance companies) bear these costs, they shall be reimbursed to the company. At the request of a close relative, the company shall also assist in the administrative handling of the return transport.

#### **Special provisions for business travel abroad**

##### **Travel preparations**

**35.** Before the start of any business travel abroad, the time required for preparation must be approved; any necessary and unavoidable expenses (such as visa fees, costs of vaccinations) must be reimbursed.

##### **Notice of employment**

**36.** Before the start of any business travel abroad lasting more than one month, the employee shall be notified by means of a notice of employment [*Dienstzettel*] of the following in particular:

- start and expected end of the business travel,
- the amount of the daily allowance and overnight allowance,
- any special payments (e.g. expatriation allowance),
- means of transport,
- method of transfer and currency of the remuneration,
- payment and payroll periods,

- type and amount of insurance.

This notification does not have to be made if it is not necessary due to internal regulations.

### **Special agreements**

**37.** Special agreements of equal value may be concluded for individual business trips abroad. Any points deviating from or supplementing the collective agreement or operational regulations must be recorded in writing (e.g. in the form of a supplement to the notice of employment). The works council must be informed accordingly.

### **Distribution of working hours, weekly/weekend rest**

**38.** The distribution of the daily and weekly normal working hours applicable in Austria may be regulated differently for employees working abroad, insofar as this results from the laws and practices in the state concerned and from cooperation with employees of that foreign state or other requirements.

If Sunday is not the weekly day of rest in the foreign country concerned, but another day of the week, this day shall take the place of Sunday.

### **Advance payment, credit card**

**39.** Employees may request that the company pay an advance on the anticipated travel expenses (travel allowance, travel costs), which shall be offset against the subsequent travel expense settlement.

A company credit card can also be issued instead of an advance, provided that the company bears the liability risk (e.g. in the event of loss). If the credit card charge is not made from the company's account, the company must reimburse the travel expenses before the credit card company makes the charge.

### **Accident and medical repatriation insurance**

**40.** The company shall reimburse the costs of accident and medical repatriation insurance for the duration of the business travel abroad. This reimbursement of costs shall be waived or reduced accordingly if the company has provided for the coverage of these risks in another manner (e.g. through its own insurance coverage). The employees must be informed in writing of this other provision. The notification per business trip abroad does not have to be made if it is not necessary due to internal regulations.

The coverage amounts of the accident insurance shall be at least:

- permanent disability ..... € 45,000;
- death ..... € 22,500.

The accident insurance shall cover only those risks which, according to the Austrian insurance conditions, fall within the normal risk of accident and are not covered by the Austrian social insurance.

If the company has granted employees or their relatives advances on insurance benefits, these claims against third parties (e.g. insurance companies) must be assigned to the company (upon request) up to the amount of the respective advance.

### **Force majeure**

**41.** In the event of concrete personal danger (due to war, unrest, etc.), employees are entitled to travel home. If possible, they must reach agreement with the company or the local manager before starting the journey home. If this is not possible, the company must be informed of the journey home as soon as possible.

**42.** If employees are prevented from returning home due to force majeure and thus lose the possibility of disposition of their salary or wage, the company shall, at the employees'

request, pay their relatives the salary or wage that the employees would have received if they had not travelled abroad; this shall be paid for a period of up to 6 months as a bridging allowance. For up to a further 6 months, an amount equivalent to the income exempt from execution calculated on this basis shall be paid to the relatives in advance at their request. After the employees have returned home, the company may offset the bridging allowance against entitlements of the employees.

Relatives within the meaning of this provision are spouses or partners who lived in the same household as the employee immediately before the start of the business trip; in the absence of such – in this order – children and adopted children, parents, siblings, stepchildren.

Proven entitlements to statutory maintenance shall be fulfilled by the company in advance upon request; the amounts paid out shall reduce the advance pursuant to paragraph 1.

### **Special agreements, company regulations**

#### **43. For employees**

- whose work mainly involves travel and who largely determine their own working hours and place of work (e.g. employees in sales), or
- who are sent abroad for longer periods of time, or
- who are classified in employment group K, or
- in businesses without a works council,

other forms of compensation altogether equivalent to the entitlements under the collective agreement may be agreed in writing by mutual consent (e.g. lump sums, expatriation allowances or other remuneration).

**44.** Works agreements may be concluded on the adaptation of existing operational regulations or on the creation of new operational regulations for business travel or installation work (in particular in the case of lump-sum payments). In businesses without a works council, the company may conclude such agreements with the parties to the collective agreement.

### **Accounting, lapse**

**45.** Written settlement of entitlements arising from business travel shall be made for each past calendar month by the end of the next calendar month. The entitlements shall lapse if this settlement is not made within 6 calendar months of the return from the business trip. In the event that the employee is prevented from settling the accounts through no fault of his or her own, this period shall begin to run from the time when the reason for the hindrance ceases to exist.

## **SECTION 11**

### **ANNIVERSARY BONUS**

**1.** After an uninterrupted period of employment, the following shall be paid on the occasion of

- 25 years of service ..... 1 month's salary or wages,
- 35 years of service ..... 2 months' salary or wages,
- 45 years of service ..... 3 months' salary or wages

as an anniversary bonus.

If the employment is terminated between the completed 40<sup>th</sup> and 45<sup>th</sup> year of service, an aliquot share of 3 months' salary or wages corresponding to the period of service completed in this 5-year period shall be due; this entitlement shall not exist if the employment ends as a result of dismissal through fault or resignation without good cause.

2. If there are operational regulations on anniversary payments or other special payments which depend only on the duration of the employment and are not granted on an ongoing basis, these shall apply instead of the above regulation insofar as they are altogether at least equally favourable.

## **SECTION 12 SERVICE INVENTIONS, SUGGESTIONS FOR IMPROVEMENT**

1. Service inventions within the meaning of § 7 para 3 Patents Act shall be offered to the company. The company shall declare within 3 months from the date of the offer whether it shall claim the invention. Until the patent rights are filed, the company is obliged to keep the invention secret. If it claims the invention, it must pay the legally stipulated compensation to the inventor as well as the patent fees. The employee must be named as the inventor upon request when the invention is entered in the patent register.

2. Works agreements may be concluded on the remuneration for suggestions for improvement.

## **SECTION 13 DUE DATE AND SETTLEMENT**

### **Due date**

1. The salary or wages [CAWWEEI:], competency allowances, permanently due supplements for supervisors and all lump-sum entitlements shall be paid at the latest on the last day of the respective current calendar month.

Waged workers who are not permanently employed or who have not yet been employed for 13 weeks in piecework or piecework-like premium work shall be paid the actual wage at the latest on the last day of the respective current calendar month; waged workers who are permanently employed in piecework or piecework-like premium work shall be paid the last valid average piecework or premium wage (Section 6a item 18; Section 6b item 12). In both cases, the difference in remuneration to the wage earned shall be settled no later than on the last day of the following month.

Entitlements arising from business travel for which written settlement is made by the 20<sup>th</sup> of the month are to be paid at the latest on the last day of the month, in the case of later settlement on the last day of the following month.

The provisions of the Salaried Employees Act (§ 23 para 4) and the Workers' Severance Pay Act (§ 2 para 1) respectively shall apply to the due date of the severance pay old.

All other entitlements shall be paid no later than the last day of the following month, in particular:

- remuneration for overtime, full-time extra hours and part-time extra hours,
- allowances, supplements [CAWWEEI:] (e.g. non-permanently due supplements for supervisors), bonuses, etc.

Deviating but equivalent provisions may be agreed by works agreement. Furthermore, the due date can be postponed until the 15<sup>th</sup> of the following month by works agreement if the actual wage and all variable remuneration components for the previous calendar month have been paid in full by then.

### **Settlement**

2. The settlement period shall be the calendar month. For variable remuneration components, a different monthly settlement period (e.g. by the 20<sup>th</sup> of each month) may be

specified by works agreement; in businesses without a works council, by written agreement with the employees.

**3. [CAWWEEI:] The waged worker is entitled to a clear written statement of account. This must show in particular**

- the settlement period,
- the monthly actual wage or piecework wage,
- any overtime and extra hours paid,
- allowances and supplements,
- commissions and bonuses,
- remuneration in the event of absence from work, annual leave, etc.,
- special payments,
- other remuneration,
- deductions and their basis of assessment,
- a breakdown of abbreviations or code numbers used.

The payment shall be arranged in such a way that it does not result in an extension of working hours.

#### **Information about time credit or debt**

**4. If in the case of**

- the application of flexible working time models,
- the compensation of full-time or part-time extra hours or of overtime through time off in lieu,
- the conversion of cash entitlements into time credit

the scheduling and duration of the time off in lieu are not specified, the employee shall be informed in writing, each month in retrospect, of the difference between the normal working hours and the hours actually worked in the settlement period as well as of the total balance (time credit or time debt).

#### **Rounding of operational amounts**

**5. Where amounts provided for in operational regulations are increased by less than 5 euros, these shall be rounded up or down to at least 3 decimal places, unless otherwise provided for by works agreement. If the payroll accounting system of businesses without a works council can only take into account 2 decimal places, amounts must be rounded up or down to 2 decimal places accordingly.**

## **SECTION 14 ANNUAL LEAVE**

**1. In the case of a period of service of less than 25 years, the annual leave entitlement shall be 30 working days and shall increase to 36 working days after the completion of the 25<sup>th</sup> year, taking into account any previous periods which may be credited in accordance with § 3 Paid Leave Act. In addition to periods of employment (§ 3 para. 2 Paid Leave Act), on § 3 para. 3 Paid Leave Act beyond up to 3 years of school education (§ 3 para. 2 sentence 2 Paid Leave Act) successfully completed with a school leaving examination (*Matura*) shall be credited. If such periods of employment and periods of school education coincide, they shall be taken into account only once.**

**2. The general collective agreement on the definition of remuneration pursuant to § 6 Paid Leave Act shall apply to the calculation of annual leave remuneration.<sup>62</sup>**

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<sup>62</sup> <https://www.wko.at/service/kollektivvertrag/generalkollektivvertraege.html>

Regularly worked overtime shall generally be taken into account when calculating annual leave remuneration. Overtime is considered regular if it was worked in at least 7 of the last 12 calendar months before leave was taken. Calendar months in which the employee was predominantly justifiably absent (e.g. due to illness, annual leave or other paid absence) shall be excluded. The retroactive accounting period shall be extended by the number of months that have been excluded. Regularly worked overtime shall not be taken into account if as a result of a significant change in workload (e.g. due to the expiry of an order) it would not have been necessary to work it, or it would only have been necessary to a lesser extent.

Calculation methods existing on 30.4.2011 which deviate from this shall remain in force as long as the transition to the regulation of the above paragraph is not agreed by works agreement; in businesses without a works council by written agreement with the employees.

3. During leave, employees shall not engage in any gainful activity contrary to the purpose of the leave, i.e. rest and recreation. They may not be obliged to use up leave during the notice period.

## **SECTION 15 SCREEN GLASSES, TELEWORK**

1. Employees who use a visual display unit (VDU) for a significant part of their work shall, on the basis of a medical prescription, be provided with screen glasses or shall be reimbursed for the necessary costs.<sup>63</sup>

2. Telework is defined as work which is performed wholly or partially at a place of work outside of the business premises (e.g. place of residence) and which necessarily involves electronic communication and office technology.

Telework is only possible on the basis of a written agreement with the employees.

Works agreements may be concluded on the conditions of telework. If no works agreement applies, agreements must be concluded in particular on the place of work, working hours, work equipment, any reimbursement of expenses, liability regulations, contact with the company and termination of telework. The notice of employment template [*Muster-Dienstzettel*] drawn up by the parties to the collective agreement shall be used as a basis.<sup>64</sup>

## **SECTION 16 SEVERANCE PAY**

### **Severance pay new**

1. The provisions of the collective agreement pertaining to severance pay old shall not apply to employment contracts that are subject to the Corporate Staff and Self-Employed Provision Act.

After a transfer from severance pay old to severance pay new has been agreed, the employee shall be entitled to withdraw from the transfer agreement without stating reasons within one month of signing it. This shall not apply if the content of the transfer agreement is determined by a works agreement pursuant to § 97 para 1 item 26 Labour Constitution Act.<sup>65</sup>

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<sup>63</sup> Further regulations on VDU work are contained in § 68 Health and Safety at Work Act.

<sup>64</sup> [CASEEEI:] Appendix 3 item 3 (page 65).

<sup>65</sup> Establishment of framework conditions for the ... possibility to transfer to severance pay under the Corporate Staff and Self-Employed Provision Act. [“Festlegung von Rahmenbedingungen für die ... Übertrittsmöglichkeit in das Abfertigungsrecht nach dem BM[S]VG.”]

## Severance pay old

### Severance pay old for part-time work or part-time parental leave

#### 2. If

- part-time employment is agreed upon instead of full-time employment or the part-time hours are reduced within 5 years prior to termination of employment subject to severance pay, or
  - employees who are on statutory part-time parental leave terminate their employment and their hours are below the previously agreed normal working hours,
- the monthly remuneration for the assessment of the severance payment old shall be calculated as follows:<sup>66</sup>
- The average working hours during the entire period of employment shall be determined. If the employee worked predominantly full-time prior to the last reduction in working hours, the entire period of service prior to the last reduction shall be considered full-time for the purpose of calculating the average. Creditable periods of parental leave and military service shall be taken into account with the working hours agreed upon prior to their commencement. Periods that are not creditable shall be excluded from the calculation.
  - A fictitious remuneration shall be calculated by revaluating the last remuneration (including special payments) in the ratio of the last agreed number of hours per week to these average working hours. If the hourly remuneration was increased due to the reduction in normal working hours, this increase shall be deducted.

If a severance payment old was made on the occasion of a reduction in normal working hours, these provisions do not apply.

Normal working hours below 38.5 hours per week are not considered part-time if they apply to the entire business or the part of the business in which the employee was last employed.

3. If the employment is terminated by the company during statutory parental part-time leave or by dismissal through no fault of the employee, by justified resignation, by mutual agreement or by expiry of the term, the former normal working hours shall be used as the basis for determining the remuneration for the assessment of the severance payment.<sup>67</sup>

#### 4. [Omitted.]

### Allowability of severance pay old against other benefits

5. If company pensions, pension subsidies or similar benefits are provided by the company upon termination of employment, these benefits shall be suspended during the severance pay period (i.e. for the number of severance pay months provided for pursuant to § 23 para 1 Salaried Employees Act on the basis of the length of service).<sup>68</sup>

### Severance pay old in the case of aggregated employment contracts

6. If employment contracts are aggregated in accordance with Section 3 item 1,<sup>69</sup> the entitlement to severance pay old shall be reduced by the number of months' remuneration already paid [CASEEEI:] after 1.5.2012 as severance pay for aggregated employment contracts.

[CAWWEI:]

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<sup>66</sup> Calculation example in Appendix 4 item 2 (page 67).

<sup>67</sup> [CAWWEI:] § 2 Workers' Severance Pay Act in conjunction with § 23 para 8 Salaried Employees Act.

<sup>68</sup> The offsetting of pension benefits against severance pay entitlements or vice versa may be agreed in accordance with [CAWWEI:] § 2 Workers' Severance Pay Act in conjunction with § 23 Salaried Employees Act.

<sup>69</sup> Page 4.

### **Inclusion of incentive wage in severance pay old**

7. Performance-related remuneration pursuant to § 96 para 1 no. 4 Labour Constitution Act shall be included in the calculation of severance pay with its average of the last 3 months<sup>70</sup> on the basis of normal working hours.

### **Severance pay old in the event of death**

8. If minors who have not yet reached the age of 18 at the time of the waged worker's death are among the legal heirs whom the deceased was legally obliged to maintain, the full severance pay shall be due. This shall also apply if such legal heirs have reached the age of 18 but are employed in a training capacity and are entitled to family allowance pursuant to § 2 para 1 lit. b or c Family Burdens Equalisation Act. In such cases, the severance pay shall be due jointly to the legal heirs whom the deceased was obliged to maintain at the time of death and to the widow or widower, and shall be divided equally among them per capita. Under no circumstances shall more than the full severance pay be due in total in the event of death.

If there is a spouse, but no minor dependents as defined above, at the time of the waged worker's death, the entitlement to half the severance pay pursuant to the Workers' Severance Pay Act shall be increased to 70% of the full severance pay. This entitlement exists regardless of whether or not the surviving spouse was entitled to maintenance at the time of the waged worker's death. A prerequisite is, however, that the marriage must have lasted 3 years at the time of the employee's death.

Registered partnerships shall be considered equivalent to marriage.

## **SECTION 17 LAPSE OF ENTITLEMENTS**

1. The statutory provisions shall apply exclusively to the limitation and lapse of all entitlements arising from the employment. The 3-year limitation period shall also apply to the reclaiming of unduly paid remuneration.

2. Notwithstanding the foregoing,

- any remuneration for part-time or full-time extra hours and overtime,
- Sunday bonuses,
- dirty work, hardship and hazard allowances

that have otherwise lapsed must be claimed verbally or in writing within 6 months of their becoming due or becoming known; this shall not apply insofar as they are part of equal treatment entitlements within the meaning of the Equal Treatment Act.<sup>71</sup>

In the case of flat-rate payment for full-time extra hours and overtime, the period for the lapse of the entitlement shall run from the end of the review period under consideration relevant for determining the average number of overtime hours in which the overtime was worked. If no review period has been agreed, the period for the lapse of the entitlement shall run from the end of the calendar year.

3. A waiver by the employee of his or her claims upon termination of the employment relationship may be revoked with legal effect within 5 working days after delivery of the final settlement.

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<sup>70</sup> Transitional regulations in Appendix 2 item 4 (page 63).

<sup>71</sup> The lapse of entitlements arising from business travel is regulated in Section 10 item 45 (page 50).

**SECTION 18**  
**MEDIATION BY THE PARTIES TO THE COLLECTIVE AGREEMENT**

In the case of fundamental questions of interpretation of this collective agreement which are of significance beyond the case in question, mediation by expert representatives of the parties to the collective agreement shall be carried out prior to recourse to the Labour and Social Court. These representatives are obligated to maintain secrecy about everything that becomes known to them in the course of the mediation.

The company and the works council shall support the mediators in their activities, provide the documents necessary for mediation and state the reasons for the respective decisions which the mediators have to take.

**SECTION 19**  
**FAVOURABILITY CLAUSE, REPEAL OF APPLICABLE PROVISIONS**

Existing works agreements that are more favourable for employees than this collective agreement shall remain unaffected.

This collective agreement replaces the collective agreement that came into force on 1.5.2023.

## APPENDICES

### APPENDIX 1 INCREASES AS OF 1.5.2024

#### Collectively agreed minimum values

1. Minimum salaries or wages,<sup>72</sup> apprenticeship income,<sup>73</sup> internship remunerations,<sup>74</sup> minimum allowances<sup>75</sup> and minimum travel allowances<sup>76</sup> are derived from the respective sections of the collective agreement.

#### Actual salaries or wages

2. The actual monthly salaries or wages [*Ist-Gehälter bzw. -Löhne*], excluding apprenticeship income as well as remunerations for dual studies, mandatory **and holiday** internships, shall be increased by 6.8%, unless an option model pursuant to items 3 or 4 is applied. If the actual salaries or wages increased in this way do not reach the new minimum salaries or wages, they shall be increased accordingly. Flat-rate overtime payments shall be increased by the percentage by which the respective actual salary or wage is increased.

#### One-time payment option

3. Instead of the increase pursuant to item 2, a works agreement to be concluded by 31.7.2024 may stipulate that the actual salaries or wages be increased by 6.6% and a one-time payment be made. If the increased actual salaries or wages do not reach the new minimum salaries or wages, they shall be increased accordingly. Flat-rate overtime payments shall be increased by the percentage by which the respective actual salary or wage is increased.

#### *Amount of the one-time payment*

In addition to the actual salary or wage increase, a one-time payment shall be due in the amount of at least 8.4% of the

- a) the actual salary or wage of the individual **salaried employee / waged worker** in April 2024, or
- b) average actual salary or wage in April 2024 of the **salaried employees / waged workers (with the exception of waged workers employed on a piecework or premium basis)** in the business, or
- c) average actual wage/salary in April 2024 of all waged workers (excluding workers employed on a piecework or premium basis) and salaried employees in the business.

#### *Choice of one-time payment variant*

The works agreement must specify which variant is to be applied. In the case of variant c, the consent of the works council of the waged workers as well as the works council of the salaried employees is required. The salaries or wages of part-time employees shall be disregarded for the purposes of calculating the average in the case of variants b and c. Part-time employees shall be entitled to the aliquot part of the one-time payment corresponding to their working hours – including the overtime worked on average in the period from January up to and including April 2024. Employees in partial retirement are entitled to the aliquot part

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<sup>72</sup> Section 6 item 22 (page 24; minimum salary or wage table) as well as item 63 (page 31; dual studies).

<sup>73</sup> Section 6 item 63 (page 30).

<sup>74</sup> Section 6 item 67, 68 (page 32).

<sup>75</sup> Section 7 items 15 to 17 [**CAWWEEI:**], 19 (page 38).

<sup>76</sup> Section 10 items 6 to 8 (page 42).

of the one-time payment corresponding to their agreed average working hours plus the share corresponding to the wage compensation.

#### *Eligible beneficiaries*

All employees who were employed on 30.9.2023, and who are still employed on 15.9.2024, are eligible for benefit; furthermore, those who are apprenticed on 30.9.2023 and employed with the same company on 15.9.2024.

The works agreement shall specify whether the actual salaries or wages of employees whose employment commenced after 30.9.2023 but before 1.5.2024 and who are still employed on 15.9.2024,

- a) are to be increased in accordance with item 2 and no one-time payment is due, or
- b) are to be increased in accordance with item 3 para 1 and a one-time payment is due.

The one-time payment option shall not apply to employees who on 1.5.2024 and on 15.9.2024 are

- a) are on statutory parental leave or
- b) are performing basic or extended military service under the Austrian Military Service Act or civilian service;

instead, item 2 shall apply to them.

#### *Information*

The desired choice of the one-time payment option must be announced in the business by 24.5.2024 (e.g. by posting).

#### *Payment*

As of 1.5.2024 the salaries or wages shall be increased in accordance with item 3 para 1. The one-time payment shall be made by 30.9.2024. If, contrary to the original intention, no works agreement is reached, the difference between the increase in salaries or wages pursuant to item 2 and item 3 para 1 shall be paid retroactively for the months from May 2024 until 31.7.2024.

#### **Distribution option**

**4.** Instead of the increase pursuant to item 2, a works agreement to be concluded by 31.7.2024 may stipulate that the actual salaries or wages be increased by 6.6% and, in addition, that the salaries or wages of individual employees be increased. If the actual salaries or wages increased in this way do not reach the new minimum salaries or wages, they shall be increased accordingly, whereby this increase cannot be offset against the distribution amount. Flat-rate overtime payments shall be increased by the percentage by which the respective actual salary or wage is increased.

In addition to the increase in actual salary or wage, at least 0.4% of the salary or wage total shall be used for internal distribution in the form of actual salary or wage increases (distribution amount).

As of 1.5.2024, the increase shall be made in accordance with item 4 para 1. The difference in remuneration based on the works agreement or in accordance with item 2 shall be calculated retroactively from 1.5.2024 and paid by 31.7.2024. If, contrary to the original intention, no works agreement is reached, the difference between the increase in salaries or wages pursuant to item 2 and item 4 para 1 shall be paid retroactively for the months from May 2024 until 31.7.2024.

The salary or wage total for the month of April 2024 shall be determined by applying mutatis mutandis the provisions on the assessment basis for the remuneration package (Section 6 item 39 lit. a to e<sup>77</sup>).

The works agreement shall specify either in general or in detail the eligible beneficiaries, designate the manner of distribution, and ensure verifiability.

The distribution option is intended to help improve the salary or wage structure. In particular, low salaries or wages that are considered by mutual agreement to be too low are to be taken into greater account. This circumstance can result both from the salary or wage level and from the ratio of the salary or wage level to the performance rendered or to the qualification. Aspects of purchasing power should also be taken into account.

The desired choice of the distribution option must be announced in the business by 24.5.2024 (e.g. by posting).

### **Time-off option**

5. Instead of part or all of the increase in actual salaries or wages pursuant to item 2, the possibility of paid time off may be agreed by means of a works agreement; in businesses without a works council, by means of a written agreement with the parties to the collective agreement (framework agreement):

- In the case of full-time employment and full use of the time-off option, there shall be an entitlement to time off of at least 11 hours 20 minutes per month;
- in the case of part-time employment, the aliquot share thereof shall be due.
- Special occupational groups (Section 4 item 36) shall receive time off in accordance with their normal working hours.
- There shall be no entitlement to time off for periods of service without pay entitlement (e.g. military or civilian service, receipt of maternity or rehabilitation allowance, statutory parental leave, family leave, leave of absence without pay, extended works council training leave, unauthorised absence, incapacity for work without pay entitlement).
- Time off shall be recorded in a separate time account, the balance of which shall be provided to the employee on a monthly basis.
- Any anticipation of time off not yet earned shall be excluded.
- Time off does not expire by lapse of time;
- it is not permissible that the employee does not take the time off.
- The application of this option does not constitute an agreement of part-time employment.

The time off is to be consumed in agreement between the employee and the company on an hourly, full-day or full-week basis. During the time off, 1/167 of the monthly value determined in accordance with Section 9 item 2 (calculation of the special payment) shall be paid for each hour. If no agreement is reached, the consumption of time off may be commenced before or after the next annual leave, public holiday or time off in accordance with Section 5. In the case of compelling operational requirements, the company may demand that the time off be consumed no earlier than 4 weeks later in a period chosen by the employee.

For periods in which there is an entitlement to continued payment of remuneration due to statutory or collective agreement provisions, the consumption of time off from the time-off option cannot be agreed.

Procedure:

- The actual salaries or wages of all employees shall be increased as of 1.5.2024 in accordance with item 2.

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<sup>77</sup> Page 27.

- The intended conclusion of a works agreement must be announced in the business by 30.6.2024 (e.g. by posting).
- Employees have until 15.9.2024 to declare to the company their intention to choose this option.
- A works agreement on the framework conditions of the time-off option can be concluded until 31.8.2024.
- If such a works agreement is concluded by 31.8.2024, those employees who have expressed an interest have the option of agreeing to the application of the time-off option in individual contracts by 15.11.2024.
- If such an individual agreement is reached by 15.11.2024, the actual salary or wage of the employee concerned shall be reduced by the increase pursuant to item 2 as of 1.1.2025. As of this date, the time off credit shall be made.

This shall apply mutatis mutandis to the written agreement with the parties to the collective agreement in businesses without a works council.

Employees whose salary or wage would fall below the minimum salary or wage as of 1.5.2024 if the time-off option were applied may not take this option. An employee may choose the time-off option up to a total of four times over the course of his or her employment, including up to two times before his or her 50<sup>th</sup> birthday.

If a change in the normal working hours is agreed with an employee after the application of the time-off option, the following shall apply:

- The accrual of the entitlement to time off shall be adjusted from the time of the change in the normal working hours in proportion to the extent of the change in the working hours.
- The entitlement to time off under the time-off option existing at that time shall not be adjusted in the event of either a reduction or an increase in the normal working hours.

Any time off not consumed must be used before termination of employment, if possible. Remaining entitlements shall be compensated in full without premium. To calculate the value of the unconsumed time off, 1/167 of the monthly value determined in accordance with Section 9 item 2 (calculation of the special payment) shall be used for each hour.

### **Application of multiple options**

6. The distribution, one-time payment and time-off options may be applied in parallel within the business. If the distribution option and other options are applied in parallel within a business, those employees to whom the one-time payment option or the time-off option is applied shall not be included in the determination of the salary or wage total for the month of April 2024 or in the individual increases in salaries or wages for the distribution option.

### **Allowances**

7. Allowances, insofar as they are specified in the collective agreement, shall be increased by 6.8%. After the increase has been implemented, it must be checked whether the minimum amounts stipulated in the collective agreement have been reached. If this is not the case, the increase shall be raised to these amounts.

[CASEEEI:]

### **Commission agents**

8. If the fixed salary of a commission agent is lower than the previous minimum salary under the collective agreement, it shall be increased by the euro amount by which the minimum salary under the collective agreement applicable prior to 1.5.2024 is increased as a result of the collective agreement salary increase. In the case of agents who are not employed full-time, this increase shall be reduced in accordance with the proportion of the agreed working hours to the normal working hours under the collective agreement.

## Other forms of remuneration

9. Other forms of remuneration than the monthly salary (fixed salary), such as commission payments, minimum commissions, minimum guarantees for commission recipients, bonuses, benefits in kind etc., shall remain unchanged.

[CAWWEI:]

## Piecework

8. In the case of piecework as defined in Section 6a, the following procedure shall be followed:

- a) The company piecework rates shall be increased in accordance with item 2.
- b) If the average piecework wages (without competency allowance) determined according to this are not 30% above the respective minimum wage of the basic level of the respective employment group, the piecework rates shall be increased again.
- c) The 3-month or 13-week average earnings applicable on 1.5.2024 shall be increased to the same extent as the piecework rates of the respective employment group.

## Premium pay

9. In the case of premium pay as defined in Section 6b, the following procedure shall be followed:

- a) The basic wage shall be increased in accordance with item 2.
- b) If the premium is fixed as a percentage of the basic wage, the premium shall be calculated in future from the new basic wage while retaining the previous percentage.
- c) Premium rates set in fixed amounts shall be increased in accordance with item 2.

## Final provision

10. The increases pursuant to items 1 to 4, 7, 8 and 9 shall be implemented with effect from 1.5.2024. After timely implementation, these items shall be deemed to have been fulfilled.

## APPENDIX 2 TRANSITIONAL REGULATIONS

### 1. INTRODUCTION OF THE UNIFIED REMUNERATION SYSTEM (Section 6 “Payment”)

The complete texts of the transitional regulations for salaried employees and waged workers are available at <https://www.feei.at/aktuelles/kollektivvertraege-des-feei-ab-2001/> > „Weiterführende Links“ > “KVArbEEI, KVAngEEI 2005”.

[CAWWEI:] ...

#### Date and amount of the competency allowance

18. All waged workers classified in the basic level or in one of the 3 advancement levels on 1.5.2004 shall receive the competency allowance and its increase from the same date in each case.

19. In the case of classification in the basic level, the amount of the competency allowances after 2, 5 and 8 years in EG shall be determined by deducting the credit amount from the values specified in the competency allowance table. ...

20. In the case of classification in the advancement levels “after 2 years in EG”, “after 5 years in EG” or “after 8 years in EG”, the date and amount of the competency bonus shall be based on the following table:<sup>78</sup>

EG	Competency allowance in € (1.5.2024) in the case of classification on 1.5.2004 in		
	after 2 years in EG	after 5 years in EG	after 8 years in EG
B	45.46	28.41	28.41
C	79.77	49.86	49.86
D	85.13	53.21	53.21
E	130.04	81.28	81.28
F	146.62	91.64	91.64
G	168.64	105.40	105.40

### Competency allowances above the collective agreement level

21. If a higher competency allowance is paid than stated in the competency allowance tables (items 19 and 20), the amount of the overpayment shall be maintained when advancing to the next competency allowance level(s), unless an offset within the meaning of Section 6 item 32 has been agreed.

The exemption clause in Section 6 item 30 (5% clause) shall not apply to the competency allowance; Section 6 item 31 (exception or deferral of advancement in economically justified cases) shall apply mutatis mutandis; however, the competency allowance may not be less than the minimum competency allowance (items 19 and 20). ...

## 2. INTRODUCTION OF THE UNIFIED LAW ON BUSINESS TRAVEL (Section 10 “Business travel and installation work”)

### Travel allowances for trips to Croatia, Liechtenstein, Norway and Switzerland

The daily and overnight allowances of class 3 for federal employees are to be gradually increased by € 3.00 per calendar year for Croatia, Liechtenstein, Norway and Switzerland as of 1.1.2016 until the value of the daily or overnight allowance for business travel within the EU is reached.

As long as these daily allowances are lower than the daily allowance for business travel within the EU, a 10% reduction applies from the 29<sup>th</sup> day of business travel.

As of the 29<sup>th</sup> day of business travel, a value 10% lower than the overnight allowance of class 3 for federal employees shall apply; however, this value may not be lower than the overnight allowance due within the EU as of the 8<sup>th</sup> day.

[CAWWEI:]

### Travel pay

For waged workers who were employed by the company on 30.4.2006 and whose basic wage in April 2006 was higher than the minimum wage of the basic level of employment group G, the following shall apply: The basic wage due to the respective waged worker in April 2006 shall be retained as the calculation basis for the travel pay until the minimum wage of the basic level of employment group G is higher.

<sup>78</sup> For waged workers who were classified in the “basic level” on 1.5.2004, a separate transitional regulation applies. Since 1.5.2011, the value of the competency allowance applicable at that time only changes on 1.5. of each year by the collective agreement minimum wage increase.

## Driving pay

For waged workers who were employed by the company on 30.4.2006 and whose basic wage in April 2006 was higher than the minimum wage of the basic level of employment group H, the following shall apply: The basic wage due to the respective waged worker in April 2006 shall be retained as the basis for calculating the overtime remuneration due for driving times until the minimum wage of the basic level of employment group H is higher.

## Continued validity

For companies in which a works agreement has been concluded in accordance with Section VIII item 6a of the collective agreement for waged workers in the electrical and electronics industry as amended on 1.5.2005, Section VIII item 6a shall remain in effect in this version.<sup>79</sup>

## 3. REFERENCES IN WORKS AGREEMENTS AND EMPLOYMENT CONTRACTS

References in works agreements or employment contracts to the collective agreement in the version applicable on 30.4.2012 shall be applied mutatis mutandis to the corresponding newly structured collective agreement provisions as of 1.5.2012.

## 4. CALCULATION OF REMUNERATION AVERAGES

[CASEEEI:] Section 9 item 2 “Special payments”: For companies which, in accordance with Section 18 para 2 CASEEEI (version 1.5.2011), have not calculated the average of allowances by 30.4.2012 on the basis of the review period of the last 3 months, this is still permitted.

[CAWWEEI:]

On the occasion of the change to 3-month averages in Section 4 item 21, Section 5 item 10, Section 6a item 18, Section 6b items 10 and 12, Section 9 item 2, Section 16 item 7, the following shall apply:

For companies that calculated individual remuneration averages of the above on the basis of 13 weeks until 30.4.2012, this is still permitted. In these cases, the change to the calculation on the basis of 3-month averages must be made by means of a works agreement; in businesses without a works council, with the consent of the parties to the collective agreement.

[CASEEEI:]

## 5. MASTER CRAFTSPEOPLE

The salaries of master craftspeople, senior master craftspeople and installation supervisors who were already working as such before 1.5.2012 must exceed the minimum wage of the highest-level employee subordinate to them by 10% (master craftspeople or installation supervisors) or 15% (senior master craftspeople). In addition, the salaries of these persons must be at least equal to the piecework rate of the persons subordinate to them.

In the event of a reclassification to employment group G or H, half of the periods of service of assistant master craftspeople who were classified in employment group F on 30.4.2012 shall be counted as years of service in the employment group. However, a maximum of 5 years of service in an employment group may be credited.

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<sup>79</sup> <https://www.feei.at/aktuelles/kollektivvertraege-des-feei-ab-2001/> > „Weiterführende Links“ > “KVAngEEI, KVArbEEI 2005”.

**APPENDIX 3  
NOTICE OF EMPLOYMENT TEMPLATE**

**1. NOTICE OF EMPLOYMENT<sup>80</sup> PURSUANT TO § 2 EMPLOYMENT CONTRACT LAW ADAPTATION ACT**

**Notice of employment**

**1. Company**

Legal name: .....

Address: .....

**2. Employee**

Name: ..... Date of birth: .....

Address: .....

**3. Start of employment:** .....

*The probationary period runs until \** .....

The employment contract is *permanent / limited until \** .....

**4. For the termination of employment, the provisions of the [CASEEEI:] Salaried Employees Act / [CAWWEEI:] collective agreement shall apply.**

Termination dates:\* .....

Reference is made to the general termination protection according to § 105 Labour Constitution Act.

**5. Intended work and brief description of the work to be performed:** .....

**6. Classification:**

- Employment group: ..... *Advancement level / Competency allowance level:\** .....

- *credited years of service in employment group:\** .....

- *expected next advancement on:* .....

- *periods of work in employment group F proven at the time of recruitment:\** .....

**7. The gross salary / fixed salary / gross wage\* amounts to € ..... per month.**

Due date: .....

*Commission regulation / premium:\** .....

*Other remuneration components, if any:\** .....

**Special payments: annual leave pay and Christmas bonus**

**Overtime pay according to the collective agreement**

Remuneration shall be transferred to the account given by the employee.

**8. Usual place of work (job site):** .....

**9. The weekly normal working hours according to the collective agreement: ..... hours. \***

**Agreed daily or weekly normal working time according to (works) agreement: .....**

.....

**Details of the conditions for changing shift schedules according to the (works) agreement:\*** .....

**10. The extent of the annual leave shall be determined in accordance with the provisions of the Paid Leave Act and any applicable provisions of the Heavy Night Work Act and the collective agreement.**

<sup>80</sup> Can also be used as an employment contract template.

The PAEEI recommends additionally regulating the following in the employment contract: reservation of transfer, obligation to provide additional services, obligation to report other employments.

11. The present employment contract is governed by the Salaried Employees Act. Furthermore, the collective agreement for **salaried employees** / **waged workers** of the electrical and electronics industry as well as the works agreements\* shall apply. These are available for inspection: (place) .....

12. **Social security institution: Austrian Health Insurance Fund, 1100 Vienna, Wienerbergstraße 15-19**

13. Name and address of the **business provision fund**: .....

....., on .....

\* Delete if not applicable.

## 2. NOTICE OF EMPLOYMENT PURSUANT TO SECTION 6 ITEM 10

### Notice of employment

Name: .....

Pursuant to Section 6 item 10 of the collective agreement for **salaried employees** / **waged workers** of the electrical and electronics industry, you will be classified in employment group ... from ... after ... years of service in the employment group.

The next advancement within the employment group is expected to take place on ...

Your minimum salary / wage is: € ... ..

Your actual salary / wage is: € ... ..

....., on .....

[CASEEEI:]

## 3. SUPPLEMENTARY NOTICE OF EMPLOYMENT FOR TELEWORK PURSUANT TO SECTION 15

### Supplementary notice of employment for telework

Telework within the meaning of Section 15 of the collective agreement for salaried employees in the electrical and electronics industry has been agreed between ..... (company) and Mr./Ms.\* ..... (salaried employee).

#### 1. Off-site workplace

Address: .....

#### 2. Working hours

##### Normal working hours:

The scheduling of the normal working hours shall be based on the normal working hours of the business.\*

In deviation from the normal working hours of the business, the following scheduling of the normal working hours shall be agreed upon: .....\*

The normal working hours shall be divided between internal and external working hours as follows: .....\*

**Note:** A distribution of working hours or flexitime that deviates from the working hours of the business can be agreed. The co-determination rights of the works council remain in effect.

**Extra hours:** Overtime and extra hours at the off-site workplace shall only be remunerated if they are expressly ordered.\*

**Records of working hours:** Working hours must be recorded by the salaried employee. Interruptions to working hours for private reasons must be recorded. The salaried employee must submit the records immediately after the last day of the month.\*

**3. The following activities are performed in telework:**

.....

**4. Work equipment\***

The following work equipment, which is necessary for the performance of the work and which meets the ergonomic and safety standards, will be provided by the company for the duration of the work at the off-site workplace: .....

This work equipment will be installed and maintained by the company.

The salaried employee is obligated to use this work equipment only within the scope of the agreed telework and to ensure that it is not used by third parties. The work equipment provided must be stored in such a way that damage by third parties is prevented as far as possible.

Upon termination of the telework or upon request, the work equipment provided must be returned to the company immediately or made available for the company to take back.

**5. Reimbursement of expenses\*.**

The salaried employee will be reimbursed for the following expenses necessary to work at the off-site workplace: .....\*

The reimbursement of expenses shall be paid as a lump sum as follows: .....\*

**6. Data protection, liability**

The protection of data and information must be ensured in the same way as is intended for the business. Confidential data, information and passwords must be protected in such a way that third parties cannot view or access them.

The salaried employee shall be liable for damage caused to the company by the salaried employee in connection with the operation of the off-site workplace in accordance with the provisions of the Employees Liability Act. This also applies to persons living in the same household.

**7. Contact with the business**

The company is obliged to allow teleworkers to participate in an existing shared company information system and to inform them about the training and further education opportunities offered by the business.

**8. Termination of telework**

Telework may be terminated by either party upon 3 months' notice if the employment shall continue. For important reasons, such as loss of the home before this time, the notice period shall be shortened.

**Note:** Applies only in cases where telework is agreed upon during an existing term of employment in the company and the salaried employee provides the premises for the off-site workplace.

## 9. Miscellaneous

.....  
....., on .....

**Note:** A notice of employment does not have to be issued or may be shortened accordingly if the above items are regulated by works agreement.

\* Delete if not applicable.

### APPENDIX 4 CALCULATION EXAMPLES

#### 1. Calculation of special payments in the event of a change in normal working hours (Section 9 item 8)

January to March: 38.5 hours per week

April to December: 20 hours per week

3 (months) x 38.5 hrs = 115.5 hours

9 (months) x 20 hrs = 180.0 hours

Total: 295.5 hours

$295.5 \text{ hours} \div 12 \text{ (months)} = 24.63 \text{ hours per week averaged over the year.}$

If the part-time employment in the month of payment amounts to 20 hours per week, the monthly salary or wage is to be divided by 20 and multiplied by 24.63 to calculate the annual leave pay. If applicable, regularly worked part-time extra hours are to be additionally taken into account with the euro amount which results from the average remuneration of part-time extra hours paid out in the last 12 calendar months (including supplement for part-time extra hours).

#### 2. Severance pay after reduction of normal working hours (Section 16 item 2)

Example:

a) Duration of employment 15 years 3 months (= 183 months), of which

- 159 months: 38.5 hours per week

- 24 months: 20 hours per week

⇒ average number of working hours:

$159 \text{ months} \times 38.5 \text{ hrs} + 24 \text{ months} \times 20 \text{ hrs} = 6,601.5 \text{ hrs}$

$6,601.5 \text{ hrs} \div 183 \text{ months} = 36.07 \text{ hrs}$

b) Last actual salary: € 1,300.00

⇒ Fictitious actual salary:

$\text{€ } 1,300.00 \div 20 \text{ hrs} = \text{€ } 65.00$

$\text{€ } 65 \times 36.07 \text{ hrs} = \text{€ } 2,344.55$

Consideration of special payments (annual leave pay and Christmas bonus):

$\text{€ } 2,344.55 \times 14 \div 12 \text{ months} = \text{€ } 2,735.31$

c) Severance pay from 15 years of service: 6 months' pay

⇒  $6 \times \text{€ } 2,735.31 = \text{€ } 16,411.86$

If regular remuneration components (e.g. extra hours) are to be taken into account, the procedure is the same as for severance pay after full-time employment (basis: last actual salary). The circumstances prior to the termination of employment are decisive.

If a relative salary increase was made due to the change from full-time to part-time work (not an aliquot salary corresponding to the part-time hours, but a higher salary), the hourly amount by which the salary was increased at that time must be deducted from the last actual salary.

Example:

aliquot actual salary: € 1,300

voluntary increase: € 300

last actual salary: € 1,600

⇒ € 1,600.00 - € 300 = € 1,300

## **APPENDIX 5**

### **JOINT DECLARATIONS OF THE PARTIES TO THE COLLECTIVE AGREEMENT**

#### **1. Testing of company working time models**

The parties to the collective agreement intend to develop working time models with a number of businesses within the framework of the Working Time Act [*Arbeitszeitgesetz*] and to test them there for a limited period. They will select businesses that are characteristic of the electrical and electronics industry.

For this purpose, with the consent of the parties to the collective agreement, works agreements may be concluded which deviate from the provisions of the collective agreement within the framework of the Working Time Act for a limited period. In addition, such works agreements may contain provisions which, according to the Working Time Act, must be expressly permitted by the collective agreement.

#### **2. Training and development**

The parties to the collective agreement emphasise the importance of training and development for companies and employees. They recommend that the educational interests of employees be promoted and that they be given any consideration possible in the business. They emphasise that the non-discriminatory inclusion of women in particular in training and development is an important common goal. It is equally important to contribute to improving the employability of older employees through timely further training.

#### **3. Educational leave (§ 11 Employment Contract Law Adaptation Act)**

The parties to the collective agreement agree to support the new instrument of educational leave introduced by law through joint recommendations.

The details of educational leave should be regulated by works agreement. Access to educational leave should be regulated within the business in such a way that the greatest possible degree of consistency is achieved between the company's objectives and any appropriate training that can be implemented in the business with the employees' educational and qualification interests.

In this context, support is primarily to be provided for leaves of absence for training purposes where, on the basis of the training content and duration, there is a high probability that there will be an improvement in the level of education and qualifications after completion of the training.

The parties to the collective agreement agree to provide for the possibility of educational leave, in particular when re-entering a professional career. Existing provisions on protection against dismissal are to be maintained during educational leave.

The employer shall approve employees' applications for educational leave and conclude a corresponding agreement if the interests of the business are not adversely affected and there is a guarantee on the basis of the training that the relevant further training can be used in the company.

In this case, the company is to assume any accrued costs for social security and other expenses in connection with the educational leave after a period of continued employment to be agreed. Under these conditions, the leave period shall also be taken into account for entitlements based on the working hours.

#### **4. Early warning system (§ 45a Labour Market Promotion Act)**

The parties to the collective agreement recommend a timely approach in the sense of § 45a Labour Market Promotion Act (statutory minimum notification period 30 days) to support the measures intended to prevent unemployment.

#### **5. Time-off option**

The parties to the collective agreement agree that the time-off option in the form established in appendix 1 item 5 will be part of the collective agreements of the years 2016 up to and including 2025.

#### **6. Success bonuses**

The parties to the collective agreement agree: If the "practical test during the apprenticeship period" is reintroduced, the provision on success bonuses (Section 6 item 66) in the version applicable on 1.5.2015 shall re-enter into effect.

#### **7. Temporary agency work**

The parties to the collective agreement declare that flexibility through temporary agency work is of great importance to companies in the electrical and electronics industry and that applicable law must be complied with in any case.

For this reason, they shall appeal to companies to conclude contracts only with temporary employment agencies that can be assumed to comply with the provisions of the Temporary Agency Work Act and other collective agreement and statutory regulations.

Companies that become aware of a violation of the law by a temporary employment agency shall request the temporary employment agency to comply with the law. If the temporary employment agency does not comply with this request, the temporary employment contract shall be terminated.

If the parties to the collective agreement become aware of a violation of the relevant legal provisions, the parties to the collective agreement shall examine and evaluate the facts as far as possible and, if necessary, jointly appeal to the companies to ensure that the situation is brought into conformity with the law.

#### **7a. Ethical behaviour, positive working climate and healthy working conditions**

The parties to the collective agreement are committed to ensuring that employees spend their working lives as healthy as possible and with a positive attitude. They encourage a corporate culture of mutual appreciation and respect and promotion of health. For example, the following topics are suitable for promoting health and the working climate: dealing with mental stress, substance abuse prevention, reintegration after a long period of illness, age-appropriate work, mutual understanding of the interests and needs of others, recognition of the potential of diversity and inclusion etc..<sup>81</sup>

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<sup>81</sup> Please find suggestions at <https://www.netzwerk-bgf.at> (quality criteria of the Austrian Network for Occupational Health Promotion), <https://www.arbeitundalter.at> (information of the social partners on work

The parties to the collective agreement advocate a zero-tolerance strategy against violence, harassment and any form of extremism in companies. Both companies and employees are called upon to play their part in promoting constructive company cooperation. In the spirit of a healthy and productive corporate culture, it should be possible for those affected, to openly address conflicts by providing substantiated or meaningful information and to defend themselves against attacks. However, in order to promote constructive cooperation, this opportunity must not be misused.

Section 18 of this collective agreement (mediation by the parties to the collective agreement) can also be used for fundamental issues relating to ethical conduct, positive working climate and healthy working conditions, especially when these issues are fundamental and the company has not been able to reach a common solution with the works council.

[CASEEEI:]

### **8. Lump-sum remuneration agreements (“all-in agreements”)**

In principle, the parties to the collective agreement consider lump-sum remuneration agreements (all-in agreements) to be a reasonable and useful element of contract design.

The conclusion of lump-sum remuneration agreements (all-in agreements) may not reduce statutory or collective agreement entitlements.

In the case of lump-sum remuneration agreements (all-in agreements), the extra hours actually required and worked shall be sufficiently taken into account. Any other remuneration above and beyond the salary agreed in the collective agreement and any consideration in the special payments shall be chargeable.

In the overall assessment of the circumstances in individual cases, the extent of the salaried employee’s factual ability to determine the location and extent of work performance must be taken into account.

## **APPENDIX 6 WORK ON WEEKENDS AND PUBLIC HOLIDAYS – SAMPLE FOR COLLECTIVE AGREEMENT PURSUANT TO § 12a REST PERIODS ACT**

On the basis of § 12a Rest Periods Act, work on Sundays and public holidays is permitted for ... from ... to ... as far as a works agreement provides for this and regulates at least the distribution of working hours (shift schedule), an allowance for weekend work and the employment of temporary agency workers. Saturday and Sunday work must be distributed equally among all employees (“fixed weekend shifts” in particular are not permitted). This works agreement requires the consent of the parties to the collective agreement in order to be legally effective.

All employees who work on Sundays on the basis of this collective agreement shall be entitled to a time supplement of at least 50% for each hour worked on a Saturday and at least 100% on a Sunday.

For important personal interests, in particular the compatibility of work and family, the commencement or further performance of Sunday work may be refused.

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& age), <https://www.gesundearbeit.at> (model works agreements).

[CAWWEI:]

## **APPENDIX 7 RECOMMENDATION CONCERNING SPECIAL HARDSHIP AND HAZARD ALLOWANCES**

The parties to the collective agreement recommend that the special hardship and hazard allowances contained in the existing works agreements be increased to the amounts set out below as of 1.5.2024, or that the provisions set out below be included in works agreements newly concluded after 30.4.2024, to the extent that they are relevant to the companies in terms of their nature.

The special hardship and hazard allowances are to be granted only if extraordinary hardship actually arises or hazards exist which inevitably entail a danger to life, health or physical safety; this is the case if the conditions set out below are met.

### **1. Special hardship allowances**

(according to collective agreement Section 7 item 17 at least € 0.689)

#### **Allowance for work performed at high altitude**

This allowance is € 1.747 per hour from an altitude of 1,600 m above sea level.

#### **Allowance for work in a department of pathology**

This allowance is due for work in departments of pathology, funeral homes and cremation sites in operation. The allowance is € 2.194 per hour.

#### **Allowance for work in mines**

In mines and caverns as well as in the case of underground rail construction work, for work in tubes and for activities in construction and carried out outside stations, an allowance is due which amounts to € 1.476 per hour.

### **2. Special hazard allowances**

(according to collective agreement Section 7 point 17 at least € 0.689)

#### **Allowance for work at dangerous heights**

This allowance is payable for work on scaffolding, ladders, suspended installation platforms and overhead line pylons for the time during which the waged worker is situated there; this allowance amounts to the following for all work with a stand height of the following (height above accessible ground):

- from 6 – 15 m ..... € 0.819 per hour,
- over 15 – 40 m ..... € 2.731 per hour,
- over 40 – 70 m ..... € 4.116 per hour,
- over 70 m ..... € 5.408 per hour.

#### **Allowance for work on catenary and signal systems**

An allowance of € 1.024 per hour is due for work on catenary and signal systems in rail or road areas where work is carried out under voltage, and for work on completed systems up to a stand height of 15 m.

In the case of rerouting and at sites that have not yet been opened to public traffic or in the case of work on facilities that are not yet in operation, this allowance is not payable unless the rerouting etc. takes place in the danger zone of a facility that is in operation (in particular rerouting next to an existing route).

### **Allowance for work with cartridge-operated equipment**

An allowance of € 0.689 per hour is due for work with cartridge-operated bolt-firing tools.

### **Allowance for work on street lighting and traffic control equipment**

An allowance of € 2.038 per hour is due for work on street lighting systems, traffic signal and information equipment, and overhead lines of trams and trolleybuses.

It is only due if these works are carried out on roads and sites of the federal capital and the provincial capitals, as well as on all federal roads, priority roads, motorways, express and through roads, underpasses, tunnels, bridges and in the area of all intersections, furthermore on all roads with trams, trolleybuses or other regular transport service.

A prerequisite is, however, that the roadway must be stepped on when carrying out this work.

If this hazard allowance is granted, the allowance for work at dangerous heights shall no longer be due.

Vienna, on 22.4.2024

### **Association of the Electrical and Electronics Industry (*Fachverband der Elektro- und Elektronikindustrie*)**

KR Ing. Wolfgang Hesoun  
Chairperson

Mag. Marion Mitsch  
Managing Director

### **Austrian Trade Union Federation (*Österreichischer Gewerkschaftsbund*)**

#### **Trade Union GPA**

Barbara Teiber, MA  
Chairperson

Karl Dürtscher  
Federal Managing Director

Harald Zebedin  
Chairperson, economic sector

Eva Scherz  
Secretary, economic sector

#### **Trade Union PRO-GE**

Reinhold Binder  
Federal Chairperson

Peter Schleinbach  
Federal Managing Director

## SUPPLEMENTS

### EXPLANATIONS OF THE PAEEI ON THE CONCLUSION OF THE COLLECTIVE AGREEMENT

#### 1. INCREASES AS OF 1.5.2024

##### Collectively agreed minimum remunerations

Minimum salaries and wages, apprenticeship incomes as well as internship remunerations have increased by 7.5%.

##### Actual salaries and actual wages

In order to take optimum account of operational circumstances, the following **options** are available for increasing the actual basic salaries or wages of employees recruited before 1.5.2024:

- Increase of **6.8%**.
- **Distribution option:** Increase of 6.6% and additional 0.4% distribution amount for individual increases for individual employees.
- **One-time payment option:** Increase of 6.6% and an additional 8.4% of the April salary or wage as a one-time payment for each employee.
- **Time off option:** Instead of the 6.8% wage or salary increase those employees who have concluded an individual agreement in this regard will receive a time-off credit of 11 hours 20 minutes per month from 1.1.2025. Partial conversion of the increase is also possible (e.g. half the increase amount from 1.5.2024 can be converted into 5 hours 40 minutes of time-off credit per month as of 1.1.2025).

As soon as the application of the time-off option is planned, it is important to inform the employees immediately about the framework conditions. In particular, the following questions must be clarified:

- a) Entry requirements: Are all employees allowed to opt for time-off credit, or only those who meet certain conditions, e.g. those who have only little flexitime and/or leave credit on a given date?
- b) Conditions for compensatory time off: Can compensatory time off be agreed upon without the need for a special reason, or should earned compensatory time-off credit always be consumed as soon as possible? Or is the consumption of time-off credit only approved on specific occasions (e.g. before retirement)?

The use of the options generally requires the conclusion of a **works agreement**. Businesses without a works council therefore cannot use the one-time payment and distribution options; only in the case of the time-off option can such businesses conclude a framework agreement with the parties to the collective agreement. **Samples** of works agreements for options are available at <https://www.feei.at/aktuelles/kollektivvertrag-2024-informationen-und-dokumente/> > „Weiterführende Links“ > „Muster-BV ...“ .

##### Allowances

The dirty work, hardship, hazard, [shift, night work and installation](#) allowances defined by the collective agreement have increased by 7.5%. The allowance for the 2<sup>nd</sup> shift has increased to € 1.00. Actual allowances have increased by 6.8%.

##### Travel allowances

The travel allowances (daily and overnight allowances) for business travel to “EU countries” have increased by 7.5%. The daily allowance for each 24 hours is now € 65.96.

For the determination of the **travel pay**, the basic level of employment group G (since 1.5.2024: € 4 215.39) is the upper limit of the calculation basis. [Only for those waged workers](#)

whose basic wage in April 2006 exceeded € 4 215.39 shall the basic wage of April 2006 remain the basis for calculation.

For the calculation of the **driving pay**, the basic level of employment group H (since 1.5.2024: € 4 623.87) is the upper limit of the calculation basis. **Only for those waged workers whose basic wage in April 2006 exceeded € 4 623.87 shall the basic wage of April 2006 remain the basis for calculation.**

The following transitional provision must be observed:

The daily allowances for **Croatia, Liechtenstein** and **Swiss border towns** will each be increased annually by € 3 with effect from 1<sup>st</sup> January until the amount of the EU daily allowance is reached. The daily allowances for **Norway** and the **rest of Switzerland** (without border towns) already correspond to the EU daily allowance.

The daily allowances for these countries correspond in part to the EU overnight allowance, in part they are higher and therefore apply until they are “caught up” with by the EU overnight allowance.

## 2. NEW REGULATIONS

The **service note template** in Appendix 3 has been supplemented by the new requirements of Section 2 Employment Contract Law Adaptation Act. A statement by the collective bargaining parties on **ethical behaviour** has been included in Annex 5.

Furthermore, a collective agreement for **tax- and contribution-free employee bonuses** was concluded. This is available at <https://www.feei.at/aktuelles/kollektivvertrag-2024-informationen-und-dokumente/> > „Weiterführende Links“.

## 3. PAEEI'S LEGAL OPINIONS

Employees with a 5-day week are entitled to

- **“Post search days”** in accordance with Section 2 item 6 and
- paid days in the event of **absence from work for important personal reasons** in accordance with Section 5 item 3

to the extent stated there. In these cases, employees with a 1-, 2-, 3- or 4-day week are entitled to paid time off to a reduced extent, otherwise they would be favoured without any objective reason (for more information see footnotes 5 and 22).

For reasons of works constitution law and objective considerations, contrary to the wording of

- Section 4 item 27 para 1 **shift work** as well
- Section 4 item 35 para 1 a **reduction in the normal weekly working hours** for all employees or for groups

can also be agreed individually **without the consent of the works council or the parties to the collective agreement** (for more information see footnotes 14 and 19).

Whether the courts will agree with these legal opinions remains to be seen.

If you have any questions, please contact us.

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## TRAVEL ALLOWANCES

### TRANSITIONAL REGULATIONS FOR CROATIA, LIECHTENSTEIN, NORWAY AND SWITZERLAND (VALUES IN €)

Changed values are highlighted in bold.

1.5.-31.12.2024:

COUNTRY	DAILY ALLOWANCE		OVERNIGHT ALLOWANCE		
	1 <sup>st</sup> – 28 <sup>th</sup> day	from 29 <sup>th</sup> day	1 <sup>st</sup> – 7 <sup>th</sup> day	8 <sup>th</sup> – 28 <sup>th</sup> day	from 29 <sup>th</sup> day
CROATIA	58.00	52.20	<b>36.58</b>	23.30	<b>22.23</b>
LIECHTENSTEIN	57.70	51.93		<b>22.23</b>	
NORWAY	<b>65.96</b>		41.40		37.26
SWITZERLAND			<b>36.58</b>	32.70	29.43
Border towns*	57.70	51.93		<b>22.23</b>	

1.1.-30.4.2025:

COUNTRY	DAILY ALLOWANCE		OVERNIGHT ALLOWANCE		
	1 <sup>st</sup> – 28 <sup>th</sup> day	from 29 <sup>th</sup> day	1 <sup>st</sup> – 7 <sup>th</sup> day	8 <sup>th</sup> – 28 <sup>th</sup> day	from 29 <sup>th</sup> day
CROATIA	<b>61.00</b>	<b>54.90</b>	36.58	23.30	22.23
LIECHTENSTEIN	<b>60.70</b>	<b>54.63</b>		22.23	
NORWAY	<b>65.96</b>		41.40		37.26
SWITZERLAND			<b>36.58</b>	32.70	29.43
Border towns*	<b>60.70</b>	<b>54.63</b>		22.23	

## EU TRAVEL ALLOWANCES FROM 1.5.2024 (VALUES IN €)

Changed values are highlighted in bold.

The daily allowance is € **65.96**.

COUNTRIES JOINED UP TO 30.4.2013	OVERNIGHT ALLOWANCES		
	1 <sup>st</sup> – 7 <sup>th</sup> day	from 8 <sup>th</sup> day	
AUSTRIA	<b>36.58</b>	<b>22.23</b>	
	1 <sup>st</sup> – 7 <sup>th</sup> day	8 <sup>th</sup> – 28 <sup>th</sup> day	from 29 <sup>th</sup> day
BELGIUM Brussels	<b>36.58</b>	22.70	<b>22.23</b>
		32.00	28.80
BULGARIA		22.70	<b>22.23</b>
DENMARK	41.40		37.26
GERMANY Border towns*	<b>36.58</b>	27.90	25.11
		<b>22.23</b>	
ESTONIA		31.00	27.90
FINLAND	41.40		37.26
FRANCE Paris, Strasbourg	<b>36.58</b>	24.00	<b>22.23</b>
		32.70	29.43
GREECE		23.30	<b>22.23</b>
IRELAND		33.10	29.79
ITALY Rome, Milan Border towns*		27.90	25.11
		36.40	32.76
		<b>22.23</b>	
LATVIA		31.00	27.90
LITHUANIA			
LUXEMBOURG		22.70	<b>22.23</b>
MALTA		30.10	27.09
THE NETHERLANDS		27.90	25.11
POLAND	25.10	22.59	
PORTUGAL	22.70	<b>22.23</b>	
ROMANIA	27.30	24.57	
SWEDEN	41.40		37.26
SLOVAKIA Bratislava	<b>36.58</b>	<b>22.23</b>	
		24.40	<b>22.23</b>
SLOVENIA Border towns*		23.30	
		<b>22.23</b>	
SPAIN		30.50	27.45
CZECHIA Border towns*		24.40	<b>22.23</b>
		<b>22.23</b>	
HUNGARY Border towns*		26.60	23.94
		<b>22.23</b>	
UNITED KINGDOM (UK) London		36.40	32.76
	41.40	37.26	
CYPRUS	<b>36.58</b>	30.50	27.45

\* Places (e.g. towns) whose town border is no more than 15 km away from the Austrian border as the crow flies (§ 25 para 3 Travelling Allowance Regulation 1955).

## MINIMUM SALARIES/WAGES FROM 1.5.2024 (VALUES IN €)

EG	Basic level	after 2 years in EG	after 4 years in EG	after 7 years in EG	after 10 years in EG	Advancement value	
						2,4 y. in EG	7,10 y. in EG
A	2 406,56	–	–	–	–	–	–
B	2 431.37	2 476.83	2 522.29	2 545.02	2 567.75	45.46	22.73
C	2 658.73	2 738.50	2 818.27	2 858.16	2 898.05	79.77	39.89
D	2 837.05	2 922.18	3 007.31	3 049.88	3 092.45	85.13	42.57
E	3 251.09	3 381.13	3 511.17	3 576.19	3 641.21	130.04	65.02
F	3 665.31	3 811.93	3 958.55	4 031.86	4 105.17	146.62	73.31
G	4 215.39	4 384.03	4 552.67	4 636.99	4 721.31	168.64	84.32
H	4 623.87	4 808.83	4 993.79	5 086.27	5 178.75	184.96	92.48
I	5 657.48	5 883.82	6 110.16	6 223.33	6 336.50	226.34	113.17
J	6 211.44	6 459.92	6 708.40	6 832.64	6 956.88	248.48	124.24
						<b>2 y. in EG</b>	<b>4,7,10 y. in EG</b>
K	8 211.65	8 540.09	8 704.31	8 868.53	9 032.75	328,44	164,22

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