

6.1.4 English Translation Collective agreement on payments in the event of pregnancy



Note: This translation is for information purposes only - the German version is legally binding

Collective agreement on payments in the event of pregnancy

of 01/10/1981

in the version dated 7 Oct 2020

Collective agreement of implementation no. 4 for the collective agreement for individuals with an employee-like relationship

1. The following entitlements apply to all women in a work relationship within the meaning of Section 7(1) German Social Code IV (SGB IV). In addition, the entitlements apply to women who, at the time of the day before the start of maternity leave, are classed as being in an employee-like relationship in accordance with Section 4 of the Deutsche Welle collective agreement for individuals with an employee-like relationship dated 06 February 2002 (TVaP). For every freelancer, irrespective of the above-mentioned criteria, the protection obligations of the German Maternity Protection Act (Mutterschutzgesetz) apply, in particular regulations regarding working hours as well as work prohibitions and restrictions. A pregnant woman shall report her pregnancy and the expected date of delivery as soon as she knows she is pregnant.

Protocol note to Item 1:

In the event of a longer interruption of the work relationship, particularly relating to any parental leave, the freelancer may apply for a suspension of the employee-like legal relationship in accordance with Section 13 TVaP in order to avoid the period of interruption having a detrimental effect on the social protection rights already acquired. While the employee-like legal relationship is suspended, the freelancer cannot assert any rights under the collective agreement for individuals with an employee-like relationship or its collective agreements of implementation.

If the employee-like legal relationship continues after the suspension period, the suspension period shall be deemed not to have taken place for the purposes of the continuation of acquired rights. Rights under the collective agreement for individuals with an employee-like relationship and its collective agreements of implementation do not accrue during the rest period.

At the freelancer's request, a suspension of the employee-like legal relationship may also be agreed for the period of maternity leave. During the period of suspension, this freelancer may in principle not assert any rights under the collective agreement for individuals with an employee-like relationship or its collective agreement of implementations, the only exception being the claim to payment of an allowance under Section 1 of this collective agreement. The rights under the collective agreement for individuals with an employee-like relationship and its collective agreements of implementation shall not accrue during the suspension periods in this case either; this excludes the entitlement to vacation pay.

2. Upon application, the freelancer shall receive an allowance for the period of 6 weeks before and 8 weeks after the birth as certified by the doctor, which together with the health insurance benefits – in accordance with the following paragraphs – shall amount to 100% per day of the average remuneration of the last 3 settled calendar months before the beginning of the protection period before the birth of the child. The period of protection after childbirth is extended to 12 weeks (a) in the case of premature and multiple births and (b) if the child is medically diagnosed as having a disability within the meaning of Section 2(1)(1) SGB IX within 8 weeks of childbirth. If a woman does not give birth on the expected day, the period of protection before and after childbirth shall be shortened or extended accordingly. In the case of Item 2(2), the period of protection after childbirth shall only be extended if the woman makes an application to that end.

If a freelancer is entitled to a health insurance contribution from Deutsche Welle, the maternity allowance paid by the insurance provider shall be offset against the claim against Deutsche Welle in accordance with Item 2(1). The maximum maternity allowance paid by AOK Köln to compulsorily insured persons will be

taken into account. If, at the same time as submitting the application, the freelancer provides evidence that

- she has received a lower maternity allowance from the competent insurance provider

or

- there is a claim for payment of maternity allowance against the insurance provider for

a shorter period only.

the maternity allowance actually paid shall be taken into account. In the case of freelancers who have no claim against Deutsche Welle for a contribution towards health insurance and freelancers who expressly waive an existing claim against Deutsche Welle, no offsetting of insurance benefits will take place.

Entitlement to the allowance becomes due on application after submission of the certificate in accordance with Item 2(1) and the certificate from the health insurance company confirming the daily maternity allowance payments made.

If there is no claim against the health insurance company, the allowance shall become due upon presentation of the certificate pursuant to Item 2(1).

3. The allowance must be applied for on a Deutsche Welle application form. Reasonable advance payments may be made on this allowance upon application. Otherwise, the allowance is due after the expiry of the 8-week period.

4. During the period of payment of the allowance, the freelancer may not engage in any gainful employment whatsoever.

5. After the commencement of the 6-week period before the expected date of childbirth, no additional sickness payments may be claimed in accordance with Item 7 of the collective agreement for individuals with an employee-like relationship until the end of the period for which an allowance is payable in respect of pregnancy.

6. A woman who may not work in part or at all because of an "employment ban" (where the pregnant woman cannot carry out her job without risking her or her unborn baby's health) outside the protection periods before and after childbirth shall receive maternity protection pay. This is calculated based on the average remuneration of the last 3 calendar months prior to the start of the pregnancy. If the work relationship did not begin until after the onset of pregnancy, the basis for calculation is the average of the first three months of the work relationship. When determining the calculation period for determining the average pay, periods during which the woman did not earn any pay due to absence through no fault of her own shall not be taken into account.

7. Time off for medical examinations and breastfeeding in accordance with Section 7 MuSchG shall not result in a loss of pay. Periods of absence due to an employment ban shall be regarded as periods of work relationship for the purpose of calculating the entitlement to paid leave.

8. Claims under Section 9 TVaP and claims under this collective agreement of implementation may not be asserted for the same periods. If, after a termination under Section 9 TVaP, the period under Section 10 TVaP ends within a period for which payments are made on account of pregnancy, the period of benefits on account of that pregnancy shall not be affected by the end of the period under Section 9 TVaP.

9. This collective agreement enters into force on 01/10/1981. It may be terminated by registered mail with 6 months' notice to the end of a calendar year. In the event of termination, its provisions shall continue to apply until a new agreement is reached between the parties to the collective agreement and until one of the parties declares that it does not wish to initiate or continue negotiations on an amendment to the collective agreement. Then Section 4(5) of the Collective Agreements Act (TVG) shall apply.