

6.1.1 English Translation: Collective agreement on leave



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

Collective agreement on leave

of 01/01/1978

in the version dated 7 October 2020 (Items 1.3 and 2.6 take effect from 1 January 2021)

Collective agreement of implementation no. 1 for the

collective agreement for individuals with an employee-like relationship

1. Vacation entitlement

1.1 Individuals covered by Section 1 of the Deutsche Welle collective agreement for individuals with an employee-like relationship dated 06 February 2002 (TVaP) are entitled to paid leave – unless excluded under Section 1(2) TVaP – subject to the conditions of Sections 2 and 3 TVaP.

1.2 Unless otherwise agreed by collective agreement, the provisions of the German Holiday Act (BUrlG) shall apply.

1.3 The vacation entitlement arises for the first time after the prerequisites of Section 2 TVaP (economic dependence) and Section 3 TVaP (need for social protection) have been fulfilled or after the start of a framework contract in accordance with Section 4(1) TVaP. The vacation entitlement may be claimed at the earliest six months after the start of work activity. The pro rata annual leave to which the freelancer is entitled may be claimed upon the occurrence of the aforementioned preconditions. 1.4 The vacation entitlement must be claimed from Deutsche Welle before the start of the vacation, with the intended vacation period being stated on the application form.

Protocol note to Item 1: In order to assert a possible additional claim against Deutsche Welle in addition to a vacation entitlement from predominant work for another ARD broadcasting institution, it is sufficient to submit the vacation authorisation from the other institution.

2. Duration of leave

2.1 The annual leave is 31 working days.

2.2 Freelancers who begin or end their work relationship during the calendar year shall receive 1/12 of the annual leave pursuant to Item 2.1 for each full month for which they worked as a freelancer within the meaning of this collective agreement.

2.3 Leave must be applied for, given and taken within the current calendar year, or in justified exceptional cases by 30 April of the following year at the latest, if possible, in a single block.

2.4 Any leave not applied for by the freelancer in the calendar year shall be forfeited unless the freelancer was prevented from applying for it through no fault of his*her own and claims it by 1 April of the following year at the latest.

2.5 If Deutsche Welle refuses to pay vacation pay due to a lack of eligibility, the freelancer may only object to this in writing within four months.

2.6 Individuals with an employee-like relationship with an established degree of disability of less than 50 but at least 30 per cent shall receive additional leave amounting to two days per calendar year.

2.7 The individual with an employee-like relationship is entitled to additional holiday pay in the following cases: in the event of the birth of a child: 1 day per week in the first 8 weeks after the birth (up to 8 days in total).

3. Paid leave

3.1 The freelancer shall receive paid leave from Deutsche Welle for the vacation days to which he*she is entitled under Items 2.1 and 2.2 of this collective agreement. The paid leave shall be calculated on the basis of the remunerations received by the freelancer from Deutsche Welle in the last twelve months prior to the commencement of the vacation, including the collectively agreed benefits paid by Deutsche Welle, not exceeding EUR 65,000.00. It is divided by 262 and then multiplied by the number of vacation days. Income does not include takeover or repeat fees paid by Deutsche Welle.

Transitional arrangements (until 31 Dec 2017):

Instead of the aforementioned assessment limit of EUR 61,000 the following assessment limits shall apply temporarily:

in the period from 01 Jan to 31 Dec 2005 an amount of EUR 67,000.00,

in the period from 01 Jan to 31 Dec 2006 an amount of EUR 64,000.00,

thereafter the assessment limit shall be EUR 61,000.

Instead of the above-mentioned calculation factor 260 for determining the daily rate, the calculation factor 252 shall apply in the period from 01 Jan 2005 to 31 Dec 2005, the calculation factor 255 shall apply in the period from 01 Jan 2006 to 31 Dec 2006, thereafter the calculation factor 260 shall apply.

3.2 In the case of a first-time application, the paid leave shall be calculated, in derogation of Item 3.1, on the basis of the remunerations received by the freelancer from Deutsche Welle in the last six months prior to the commencement of the vacation. The calculation factor for determining the daily rate specified in Item 3.1 shall be halved accordingly. The same shall apply in cases in which the employee-like legal relationship pursuant to Section 4 (1) TVaP already begins with the commencement of a framework contract with a fee guarantee or a framework contract following a fixed-term work relationship. In these cases, leave may be taken for the first time six months after the beginning of the work relationship.

Protocol note for explanation:

The regulation does not apply to other framework contracts (without fee guarantee, without immediate roll-over into a fixed-term work relationship).

3.3 Upon request, the assessment period shall be shortened by the time during which the freelancer was prevented from working through no fault of his*her own (e.g. illness, medical treatment, therapy, maternity leave).

Protocol note to Item 3:

In the event of a longer interruption of work, it is possible to agree on a suspension of the work 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.

4. Vacation compensation

The Vacation shall be compensated by payment in the amount of the vacation allowance if it can no longer be granted and taken in the current calendar year due to termination of the employee-like legal relationship with Deutsche Welle.

5. Entry into force and termination

This collective agreement enters into force on 01 January 1978. It may be terminated by giving six months' notice to the end of a calendar year.