

**‘Short-time Work’**  
**Company Collective Agreement**  
**(Coronavirus)**

The following company collective agreement (CCA) is entered into between

**Coca-Cola European Partners Deutschland GmbH, Stralauer Allee 4 10245  
Berlin**

at the same time acting for its current subsidiaries  
**CC Verpackungsgesellschaft mbH, Halle (Saale) and CC Digital GmbH,  
Berlin**

- hereinafter ‘**CCEP DE**’, ‘**Employer**’ and ‘**Party**’ -

and

**Nahrung-Genuss-Gaststätten Trade Union Head Office, Haubachstraße 76  
22765 Hamburg**

- hereinafter ‘**NGG**’ and ‘**Party**’ :

**Preamble**

The Coronavirus pandemic may lead to a decline in work. Comprehensive orders to protect health have been issued affecting the company. There is no foreseeable improvement in the situation in the short term. The introduction of short-time work is necessary in order to ensure continued operations and avoid compulsory redundancies where possible.

**Ordering short-time work**

(1) Short-time may be ordered in connection with the COVID-19 pandemic, in particular in the following cases in accordance with this collective agreement:

- work drops off at the company due to employees being ill

## 1

- work drops off at the company due quarantine measures being ordered by officials or the company
  - travel restrictions or similar
  - customers not purchasing products
  - lack of demand by customers
  - material and primary products failing to materialise
  - missing/disrupted sales logistics
- (2) working time may be reduced due to full days of work being lost or daily working hours being reduced.

## 2

### **Scope**

- (1) This collective agreement applies to the territory of the Federal Republic of Germany.
- (2) This collective agreement applies to all employees of CCEP DE with the exception of executive staff under Section 5 (3) of the German Works Constitution Act (BetrVG) and representatives of the legal entity.

## 3

### **Time credits/working time accounts**

- (1) All credits on working time accounts shall be completely reduced (to zero) before the start of individual short-time work subject to paragraph (2). CCEP DE is allowed to unilaterally reduce working time credits with notice of three days.

- (2) The reduction of working time credits does not apply to time credits stated in Section 96 (4) SGB III (*German Social Security Code III*).
- (3) Contrary to the provisions of the working time CCA, the working time account limits for all areas are unilaterally increased by a further 30 minus hours (up to either 90 or, as may apply, 60 minus hours) in order to avoid short-time work. The limit is 90 minus hours for Sales covered by the working time account CCA. Minus hours may be ordered unilaterally with notice of three days. Minus hours accrued in the 2020 calendar year will be forfeited at the end of the 2021 calendar year, and in the area covered by the working time account CCA in Sales on 31.03.2022. Impacts on employee health are to be considered when recalling minus hours. Minus hours will then also be carried over and may be further requested back by CCEP DE if the working time/working time account CCAs in Sales should be terminated. In the event of new/different working time agreements being entered into, the parties to the collective agreement undertake to ensure that minus hours carried over are considered in view of the contribution.

#### 4

#### **Announcement, start and duration of short-time work**

- (1) Short-time work may be introduced under this short-time work CCA by means of a company agreement. In this way, short-time work may be introduced by means of a list of names attached to the company agreement or the parties will specify the departments to be subject to short-time work.
- (2) The parties to the collective agreement and the CCEP DE General Works Council recommend the draft agreement attached in Appendix 1.
- (3) Weekly working time may be reduced to zero hours in the week by means of a company agreement as part of short-time work.
- (4) Local planning should take into account whether lost work may be applied to whole days in terms of time making before and/or after Saturdays and Sundays days off.
- (5) Notice of three days shall be given when short-time work is introduced. The announcement shall be made collectively by a form of notification suitable or usual for the company (e.g. email, notice, Intranet).
- (6) Where short-time work is introduced affecting the specific company or company department

due to an official order in connection with the Coronavirus epidemic, the notice period in accordance with Clause 4 (5) short-time work CCA shall be regarded as respected in every event.

- (7) The parties to the collective agreement and the General Works Council recommend that the parties agree to immediately enter in a company agreement regarding short-time work where necessary.

## 5

### Persons affected

The following employees will not be engaged in short-time working:

- a. apprentices and professional development students
- b. staff tasked with training where specifically required for training and training actually occurs.
- c. employees with, before the start of individual short-time work, their employment relationship ending during the period of short-time work due to termination or a compromise agreement.
- d. pregnant women and fathers-to-be who will be entitled to parental allowance and where the receipt of short-time work allowance will fall in the assessment period for parental allowance in accordance with Section 2 of the German Federal Parental Leave and Parental Allowance Act (BEEG) in conjunction with Section 2b BEEG.
- e. semi-retired employees
- f. those employed in a marginal capacity
- g. employees not meeting the individual requirements for receiving short-time allowance.
- h. employees able to claim means-tested assistance for the basic level of income due to the introduction of short-time work.
- i. affected employees who enter into compromise agreements or comp time agreements in 2020 as part of restructuring in accordance with the Structure CCA, or who are made redundant by the company as part of measures in accordance with the Structure CCA.
- j. the way local Works Council members are affected is to be assessed locally.

## 6

### **Changing and ending short-time working**

- (1) CCEP DE is entitled at any time to end short-time work early. This shall be announced by 12.00 for the next but one working day. Notice of a maximum of fifteen calendar days applies for employees unable to otherwise arrange childcare for children up to the age of twelve at short notice and, for this reason, unable to comply with the aforementioned notice.
- (2) Other changes to short-time work ordered shall require the consent of the Works Council. Short-time work shall be amended and extended using the process according to Clause 4 provided that notice of one day is given when extending short-time work.
- (3) Before starting short-time work, employees shall communicate their telephone availability during short-time work and ensure it during short-time work.

## 7

### **Excluding redundancies by the company**

- (1) Making employees redundant during short-time work does not come into question while they are involved in short-time work and for a two-month period after the end of short-time work, but no later until 31.12.20. Excluding terminations shall not apply to redundancies by the company in connection with measures applied for in January 2020 according to the Structure CCA in the consultancy process according to Clauses 4 and 4a of the Structure CCA.
- (2) Before October 2020, CCEP DE shall commence no process regarding changes according to the Structure CCA. Should such a process be started in 2020, the provisions of the Structure CCA of 27.03.2015 shall apply to the corresponding measures and their implementation.

## 8

### **Leave**

- (1) Leave carried over still existing shall be taken before short-time work and may be specified unilaterally by CCEP DE.

- (2) Leave already granted may not be changed unilaterally. Employees already granted leave in advance for a period of short-time work shall be exempt from short-time work for the period of leave granted.

9

**Other claims for remuneration, calculations. Short-time worker allowance subsidy**

- (1) Other claims for remuneration and calculations occur as if no short-time work had been performed. They are calculated on the basis of working time without short-time work. This applies in particular to
- annual leave (currently 30 days according to collective agreement) and additional leave for the severely disabled
  - holiday pay and voluntary holiday allowance
  - remuneration for statutory public holidays
  - capital-forming benefits
  - Christmas pay and special bonuses
  - other special bonuses
  - contributions for company and collectively agreed pensions
  - benefits according to the Structure CCA and the framework social plan
- (2) Along with reduced remuneration, those employees affected by short-time work will have their short-time work allowance to be expected from the Employment Agency topped up by the employer to 85% (including the short-time work allowance) of the net remuneration difference between the fixed net pay from the planned remuneration, in any event up to the assessment threshold, and the fixed net remuneration from the actual remuneration in accordance with Section 106 SGB III. The provisions for calculating the short-time allowance, without considering one-off effects such as bonus payments, shall apply for the calculation.
- (3) Advances on wages and salary received shall only be repaid with the next full salary payment.
- (4) Where the Employee raises concerns, the composition of remuneration after short-time allowances and normal remuneration, and the amount of any statutory deduction shall be explained to them on a case-by-case basis.

- (5) Should the Employment Agency refuse payment of the short-time allowance, employees performing short-time work shall nevertheless be paid the remuneration of the (hypothetical) statutory short-time allowance plus the allowance in accordance with paragraph (2).

## **10**

### **Payment of the short-time allowance**

The short-time allowance shall be paid at the time of the usual monthly payment by CCEP DE. This applies independently of the time of payment by the Employment Agency. As payroll accounting is performed between the 15<sup>th</sup> and 20<sup>th</sup> of the current month, any correction to payment takes place the following month. This may mean an additional payment or reclaim.

## **11**

### **Information from the Works Council**

- (1) CCEP DE shall inform the Central Joint Committee (GBA) of the General Works Council of planned short-time work in advance, which may submit proposals with regard to distributing available work across the company. The procedure in accordance with Clause 4 of this collective agreement regarding dealing with the local Works Council remains unaffected.
- (2) The Works Council for plants subject to short-time work shall be informed on a weekly basis about progress with regard to employment levels, volumes of orders, stock levels, sales and production compared to the period before short-time work by means of available records.
- (3) The General Works Council shall receive a Federal-wide overview of the plants and departments where short-time work has been introduced. This will show the duration and number of employees affected.

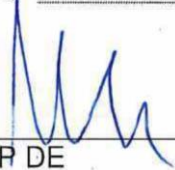
## **12**

### **Relationship to the provisions of umbrella collective agreements and the Structure CCA**

The provisions of this short-time work CCA shall prevail over any conflicting provisions in other applicable collective agreements. This does not apply where a higher short-time work allowance is intended for the Baden-Württemberg collective agreement.

**Final provisions**

- (1) Individual provisions of this collective agreement being or becoming invalid does not otherwise affect the validity of the collective agreement. On the contrary, such a legally effective provision coming as close as possible overall to the content and purpose of the invalid provision and the collective agreement intended by the parties shall be agreed. The same applies in the event of a matter not being covered by the collective agreement.
- (2) This collective agreement ends without further effect on 31.12.2020. Should the Coronavirus epidemic still not have ended by then, the parties to the collective agreement undertake to negotiate any necessary extension to this short-time work CCA by 10.12.2020.

Berlin, 31.03.2020

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CCEP DE  
**Frank Molthan**

Chairman of the Executive Board

Berlin, 31.03.2020

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Gewerkschaft NGG  
**Micha Heilmann**CCEP DE  
John Galvin  
Sales & Marketing Managing DirectorAppendix 1: 'Short-time work (*Kurzarbeit*)' template