

Tarif-Info



5. November 2010
Info 4/10

Collective bargaining at an impasse! Berlitz management insists on dramatic cuts and layoffs

In the negotiations continued on 4 November 2010 management demonstrated that it is unwilling to enter into a compromise.

On the contrary, negotiations opened with a provocation. Instead of savings of 300,000 €, (demanded on Monday) which should be achieved by lowering the teacher base hourly rates, management now demanded pay cuts of 520,000 €. Of these, €400,000 euros should be given back by the teachers. A further €120,000 euros would be given back by the office workers through recission of the wage increase of 40 € from 2006.

The overall proposal of the employer would have meant a loss of income for the employed teachers of up to 22 percent while, at the same time, holding fast to the management decision on widespread dismissals, affecting up to 50 employees in ten locations.

After the Union Collective Agreement Committee had made it very clear that no progress was to be achieved on this basis, management inched forward and offered to keep the cut in the basic hourly rates to one euro per pay grade (as had already been proposed on Monday) and not touch the Christmas bonus. All "structural" changes should, however, be realized in full.

The management "offer" in detail:

- A contribution from the shareholders rejected off hand
- §§ 5 and 6 are deleted permanently. This means eliminating the rules that allow freelancers to gain permanent positions. In addition, changes to §7 mean the watering down to meaninglessness of the priority for permanent employees in obtaining lessons.
- Complete elimination of all extra pay (NISTA, Cut-off, etc.)
- Reduction in the basic hourly rates by up to 1.53 euros (temporary), of which up to 74 cents indefinitely
- Reduction of the Christmas bonus by 50 percent
- Further insistence on "inevitable" large-scale layoffs at a variety of school sites.

There was not the slightest willingness to move. The HR manager, Mr. Schwarz, insisted that they are a "permanent restructuring", not a means of coping with "short-term financial difficulties." The provisions of the collective agreement, have "deprived Berlitz of its freedom as a commercial entity and sapped its ability to remain competitive," according to Mr. Schwarz.

With its uncompromising stance, the management has once again made it clear that the acute emergency it presents to the employees as requiring quick action, is in fact only a pretext to step by step eliminate the permanent workforce and thus get rid of the collective agreement as a whole.

To the demands of the GEW Collective Agreement Committee for an additional one-time payment for union members, management refused to acknowledge its arguments. It shows a particular level of disdain for the negotiating partner to simply ignore the demands of the other party. After insistence on an explanation, Mr. Schwarz made the claim that such an agreement was an absolute no-go for Berlitz as they refuse to treat one group of employees differently from another. The Chief Negotiator of the GEW, Ilse Schaad, refuted this claim by noting that it is the absence of such a differentiation clause that leads to inequality. Without a differentiation clause, the benefits of labor agreements accrue to all employees, even though they are reached and sustained only through the active work and contributions of the union members. It is for that reason that the highest courts have declared such agreements legally permissible and they have become a commonplace.

Important for Berlitz employees:

The negotiations concluded without an agreement but also before termination of the previous agreement. The agreement remains, therefore, with all its regulations in force as long as it has not been terminated. In all likelihood, after the failure of the negotiations it will be terminated by the management. However, the collective agreement does not then become meaningless, but rather remains in effect (including the § 5 and 6) until a new collective agreement, which supercedes the provisions of the old, is reached. The temporarily suspended § 5 and 6, resume their full legal force. Resulting claims - particularly

to obtain a permanent employment contract according to the dictates of the agreement - can and should be asserted by those concerned.

The aftermath of the terminated collective agreement would mean that:

- All payment surcharges (Nista and company) remain in full
- §§ 5 and 6 apply as of 1 January 2011 again
- The rules on working hours remain unchanged
- The Christmas bonus is paid in full
- The collective agreement on employee co-determination and job protection also remains in force.

What to do when it comes to layoffs?

Lay-offs and the creation of social plans are subject to co-determination. This means that the works councils must be involved in the process. Currently there are negotiations with the Joint Works Council and the local works councils of individual sites towards a Hardship Mitigation Agreement. These negotiations will continue regardless of the success or failure of collective bargaining. The management has also promised to refrain from firings for the duration of the negotiations on these agreements.

Once these negotiations are completed or, as it may happen, fail and result in a mediated process settlement (so-called Einigungsstelle), layoffs are to be expected. Union members have in this case, the opportunity to apply for legal representation/support to file lawsuits against their termination. That is, the GEW takes on the task of providing advice and representation, or, if the representation is provided elsewhere (DGB, lawyer) the cost of representation and court costs within the framework of the governing regulations for legal fees. This remains the case if a full appeals process is required. In situations like this it is important to the work of the union

that its members make use of this opportunity. In addition to achieving job security, it is all about making the employer aware that he can not just steal away from the collective agreement process.

What next?

The GEW recommends carrying out at all sites as soon as possible work site assemblies and union membership meetings.

If you wish the attendance of the members of the GEW-Tariff Commission and the union's competent professional staff as speakers, they can be at your disposal.

The aim of the meetings is to inform the employees about the situation and guarantee them the full support of the GEW especially in the case of firings. The existing collective agreements have not lost their protective effect by the failure of negotiations!

It is also important to confer and plan the next steps together.

The GEW shall, together with the works councils and the lawyers, pursue all legal options. Staff will be informed early and given comprehensive information on these issues.

Members of the Tariff Commission:

Jean Tracy (Freiburg)
Klaus Willmann (Freiburg)
Carmen Wolters (Munich)
Klaus Beckmann (Berlin)
Holger Dehring (Berlin)
Peter Weiß (Nuremberg)
Angela Silbermann (Hamburg)
Andreas Hamm (Hamburg)
Timothy Barnes (London)
Udo Küssner (Mainz)
Willi Metsch (Frankfurt)
Inmaculada Herrandiz-Tolosa (Münster)
Berthold Paschert (Essen)
Hildegard Merten (Cologne)
Ilse Schaad (Frankfurt)

GEW local contacts:

Inge Goerlich (Stuttgart)
Alfred Uhing (Karlsruhe)
Jockel Graf (Munich)
Susan Roth (Nuremberg)
Katja Metzger (Berlin)
Hartwig Schröder (Frankfurt)
Willi Schirra (Saarbrücken)
Kröpke Ulrich (Bielefeld)
Jürgen Schnass (Dusseldorf)
Norbert Müller (Duisburg)
Carsten Peters (Münster)

contact GEW-Hauptvorstand:

gabi.rotsch@gew.de

Internet:

http://www.gew.de/Berlitz_Deutschland_GmbH.html

Jetzt erst recht – mitmachen bei der GEW! Jedes neue Mitglied ist ein Gewinn für uns alle!

Bitte ausschneiden und einsenden an:

GEW-Hauptvorstand
Postfach 90 04 09
60444 Frankfurt

Fax: 069 / 78973-102

GEW stärken – ich bin dabei

Bitte in Druckschrift ausfüllen.

Ihre Daten sind entsprechend den Bestimmungen
des Bundesdatenschutzgesetzes geschützt.

Online Mitglied werden unter:
www.gew.de/Mitgliedsantrag.html

Vorname/Name	E-Mail	Beschäftigungsverhältnis
Straße/Nr.	Berufsbezeichnung /-ziel beschäftigt seit Fachgruppe	<input type="checkbox"/> Honorarkraft
Land/PLZ/Ort	Name/Ort der Bank	<input type="checkbox"/> angestellt
Geburtsdatum/Nationalität	Kontonummer BLZ	<input type="checkbox"/> beamtet
Bisher gewerkschaftlich organisiert bei von bis (Monat/Jahr)	Tarif-/Besoldungsgebiet	<input type="checkbox"/> teilzeitbeschäftigt mit ___ Prozent
Telefon Fax	Tarif-/Besoldungsgruppe Stufe seit	<input type="checkbox"/> teilzeitbeschäftigt mit ___ Std./Woche
Jedes Mitglied der GEW ist verpflichtet, den satzungsgemäßen Beitrag zu entrichten und seine Zahlungen daraufhin regelmäßig zu überprüfen. Mit meiner Unterschrift auf diesem Antrag erkenne ich die Satzung der GEW an und ermächtige die GEW zugleich widerruflich, den von mir zu leistenden Mitgliedsbeitrag vierteljährlich von meinem Konto abzubuchen.	Bruttoeinkommen € monatlich (falls nicht öffentlicher Dienst)	<input type="checkbox"/> in Rente/pensioniert
Ort/Datum Unterschrift	Betrieb/Dienststelle/Schule Träger des Betriebes/der Dienststelle/der Schule	<input type="checkbox"/> Altersteilzeit
	Straße/Nr. des Betriebes/der Dienststelle/der Schule PLZ/Ort	<input type="checkbox"/> befristet bis _____

Ihr Mitgliedsbeitrag:
- BeamtInnen zahlen 0,75 Prozent der Besoldungsgruppe und -stufe, nach der sie
besoldet werden.
- Angestellte zahlen 0,7 Prozent der Entgeltgruppe und Stufe, nach der vergütet wird.
- Der Mindestbeitrag beträgt immer 0,6 Prozent der untersten Stufe der Entgeltgruppe I
des TVöD.

- Arbeitslose zahlen ein Drittel des Mindestbeitrages.
- Studierende zahlen einen Festbetrag von 2,50 Euro.
- Mitglieder im Referendariat oder Praktikum zahlen einen Festbetrag von 4 Euro.
- Mitglieder im Ruhestand zahlen 0,66 Prozent ihrer Ruhestandsbezüge.
Weitere Informationen sind der Beitragsordnung zu entnehmen.

Bitte per Fax an
069/78973-102 oder
GEW-Hauptvorstand,
Reifenberger Str. 21,
60489 Frankfurt

Vielen Dank!
Ihre GEW

T-Info Berlitz