

This salary schedule contains an overview of the specific collective agreement conditions for the metal and electrical industry (M + E) in North Rhine-Westphalia.

A German as well as a French version of this salary schedule are available from our homepage at www.metall.nrw under the heading "Tarif" in the download area.

Overview of the collective bargaining agreement of 13th May 2016

The duration of the remuneration agreement extends from 1st April 2016 to 31st December 2017.

The salary tables applicable since 1st April 2015 will continue to apply between 1st April 2016 and 30th June 2016.

Full-time workers will receive a lump sum payment of 150 euros gross for the month of June 2016 with the earliest possible billing; apprentices will receive 65 euros gross.

From 1st July 2016 on, the salary tables will be increased in two steps: by 2.8 % at first and by another 2.0 % from 1st April 2017.

In case of a below average, poor profit situation of a company, the parties of the collective agreement can delay the lump sum payment to a later point within the term of validity of the collective agreement or reduce it to zero or delay the second step of the pay increase from 1st April 2017 to 1st July 2017 at the latest (so called "differentiation", "Differenzierung"). The company approaches the responsible employers' association for the initiation of this process.

ERA - PAYMENT SCHEDULE

ERA basic monthly rates ¹⁾ valid from 1st July 2016

For information
only:
110 % ⁴⁾

For information
only:
Hourly rates ⁵⁾

	Euro	Euro	Euro
Payment group EG 1	2.294,00	2.523,40	15,07
Payment group EG 2	2.321,50	2.553,65	15,25
Payment group EG 3	2.348,50	2.583,35	15,43
Payment group EG 4	2.385,50	2.624,05	15,67
Payment group EG 5	2.435,00	2.678,50	15,99
Payment group EG 6	2.498,00	2.747,80	16,41
Payment group EG 7	2.576,50	2.834,15	16,92
Payment group EG 8	2.710,50	2.981,55	17,80
Payment group EG 9	2.929,50	3.222,45	19,24
Payment group EG 10	3.219,50	3.541,45	21,15
Payment group EG 11	3.610,00	3.971,00	23,71
Payment group EG 12			
Up to 36 th Month ²⁾	3.720,00	4.092,00	24,43
After 36 th Month ²⁾	4.132,00	4.545,20	27,14
Payment group EG 13			
Up to 18 th Month ²⁾	4.157,00	4.572,70	27,30
After 18 th Month ²⁾	4.401,50	4.841,65	28,91
After 36 th Month ²⁾	4.890,00	5.379,00	32,12
Payment group EG 14			
Up to 12 th Month ^{2) 3)}	4.722,50	5.194,75	31,02
After 12 th Month ²⁾	5.017,50	5.519,25	32,96
After 24 th Month ²⁾	5.313,00	5.844,30	34,90
After 36 th Month ²⁾	5.904,50	6.494,95	38,78

ERA - PAYMENT SCHEDULE

**ERA basic monthly rates ¹⁾ valid from
1st April 2017**

	Euro	Euro	Euro
		For information only: 110 % ⁴⁾	For information only: Hourly rates ⁵⁾
Payment group EG 1	2.340,00	2.574,00	15,37
Payment group EG 2	2.368,00	2.604,80	15,55
Payment group EG 3	2.395,50	2.635,05	15,73
Payment group EG 4	2.433,00	2.676,30	15,98
Payment group EG 5	2.483,50	2.731,85	16,31
Payment group EG 6	2.548,00	2.802,80	16,74
Payment group EG 7	2.628,00	2.890,80	17,26
Payment group EG 8	2.764,50	3.040,95	18,16
Payment group EG 9	2.988,00	3.286,80	19,63
Payment group EG 10	3.284,00	3.612,40	21,57
Payment group EG 11	3.682,00	4.050,20	24,18
Payment group EG 12			
Up to 36 th Month ²⁾	3.794,50	4.173,95	24,92
After 36 th Month ²⁾	4.214,50	4.635,95	27,68
Payment group EG 13			
Up to 18 th Month ²⁾	4.240,00	4.664,00	27,85
After 18 th Month ²⁾	4.489,50	4.938,45	29,49
After 36 th Month ²⁾	4.988,00	5.486,80	32,76
Payment group EG 14			
Up to 12 th Month ^{2) 3)}	4.817,00	5.298,70	31,64
After 12 th Month ²⁾	5.118,00	5.629,80	33,62
After 24 th Month ²⁾	5.419,50	5.961,45	35,60
After 36 th Month ²⁾	6.022,50	6.624,75	39,56

¹⁾ Due to the legal rules of the ERA introduction agreement to ensure against "overshooting the mark" and any tendency to "undershoot it" within the framework of cost neutrality for the company on this point, actual remuneration may deviate to a significant degree from the amounts listed in the ERA tables.

²⁾ The months indicated in the table refer to the months employed in the wage or salary group.

³⁾ Employees who have already been in the EG 13 wage or salary group for at least 36 months with the same employer are considered to have completed their first 12 months in EG 14.

⁴⁾ All employees receive an average across-the-board performance bonus of approximately 10% or as the case may be a performance based pay of at least 10%. For this reason, the 110% totals are shown in this overview.

⁵⁾ Monthly wage calculations have been mandatory since April 1992. Hourly wages are no longer itemized in collective bargaining agreements and are permissible only in exceptional cases. The basic monthly wage can be converted into hourly wages using the following formula:

$$\frac{\text{Agreed basic monthly wages in wage group}}{35 \times 4.35}$$

Agreed basic monthly wages for employees whose regular weekly working time deviates from the agreed weekly working time (35 hours / week) are calculated by using the following formula:

$$\frac{\text{Agreed monthly wage laid down in the relevant table} \times \text{Individual regular working time per week}}{35}$$

- Individual Performance bonus** In accordance with § 10 ERA, employees paid a salary based on the time they have worked receive an individual performance bonus between 0 and 20 % from their fourth month in employment. The company average of performance bonuses based on a point system should lie between 9 % and 11 %. Otherwise the employer can / must use factors to effect a correction.
- Performance-linked pay** Based on company agreement, performance-based pay can replace salaries based on working time, i.e. piecework, premium wage or a performance-objective system (§§ 7 - 9 ERA). Combinations of these forms are possible. Performance-based components should be at least 10 % of the agreed monthly wages and salaries (§§ 5 and 6 ERA).
- Hardship supplement** The hardship supplement is 6 % of basic hourly wages (EG 7) (§ 11 ERA) per hour of work under hardship conditions.
- Additional allowance for foundry workers** The additional allowance for foundry workers at ERA introduction is 4 % of basic hourly wages for EG 7. It will be increased toward the hardship supplement of 6 % within 10 years (§ 6 ERA-ETV).

Apprenticeship pay, monthly

	In euros valid from 1 st July 2016	In euros valid from 1 st April 2017
In first year of apprenticeship	921,70	940,13
In second year of apprenticeship	967,59	986,94
In third year of apprenticeship	1.035,77	1.056,49
In fourth year of apprenticeship	1.125,31	1.147,82

Apprentices pursuing certain specialist jobs in foundry and metalworking will receive an additional bonus allowance of **20,45 euros** per month.

Acquisition of the apprentices

Unions and employers agree that young workers that successfully finished an apprenticeship should be taken over into a permanent position. The employer has the following options to design the process of the acquisition:

1. Before the beginning of an apprenticeship period the employer defines how many positions need to be filled. In a company agreement between management and works council the personnel need is agreed upon. In that case, all those, additionally getting an apprenticeship, do not have a claim to be offered a contract upon finishing (§ 3 No. 2 TV Besch).
2. At least 6 months before the end of the apprenticeship, the employer defines how many positions need to be filled and informs the works council about that. These positions will be filled by finished apprentices who will be offered unlimited contracts. All other finished apprentices are entitled to a fixed-term contract of 12 months (§ 3 No. 3 TV Besch).

Point system for evaluating job functions

Responsibility:		Task No.
Dept./Cost center:	Date	Evaluator:

Task description		Evaluation levels for work-related functions		Point value	
Skills ¹⁾	Manual Skills	1	Duties require skills which can be learned in up to one week.	6	
		2	Duties require skills which can be learned in less than four weeks .	12	
		3	Duties require skills which can be learned in four or more weeks .	18	
		4	Duties require skills which can be learned in three months or more .	25	
		5	Duties require skills which can be learned in six months or more .	32	
		6	Duties require skills which can be learned in one year or more .	40	
	Professional Skills	7	Duties require skills which as a rule are acquired by completing a certified training program of at least two years .	48	
		8	Duties require skills which as a rule are acquired by completing a certified training program of at least three years .	58	
		9	Duties require skills which as a rule are acquired by completing a certified training program and an additional 1-year professional qualification .	69	
		10	Duties require skills which as a rule are acquired by completing a certified training program and an additional 2-year professional qualification .	81	
		11	Duties require skills which as a rule are acquired by completion of a vocational college degree .	94	
		12	Duties require skills which as a rule require a university degree .	108	
Professional Experience	1	Duties, which in addition to professional knowledge, also require professional experience of at least one to three years .	6		
	2	Duties, which in addition to professional knowledge, also require professional experience of more than three years .	12		
Initiative and decision-making ²⁾	1	Fulfilment of duties is specified in detail .	2		
	2	Fulfilment of duties is largely specified .	10		
	3	Fulfilment of duties is partly specified .	18		
	4	Duties are fulfilled mostly without specifications largely independently .	30		
	5	Duties are fulfilled largely without specifications independently .	40		
Cooperation	1	Fulfilment of duties requires minimal communication and teamwork .	2		
	2	Fulfilment of duties requires regular communication and teamwork .	4		
	3	Fulfilment of duties requires regular communication and teamwork as well as occasional	10		
	4	Fulfilment of duties requires regular communication and teamwork as well as coordination .	15		
	5	Fulfilment of duties requires a high degree of communication and teamwork as well as coordination .	20		
Team-leadership	1	Fulfilment of duties does not require leadership .	0		
	2	Fulfilment of duties requires giving employees professional instruction, guidance and support .	5		
	3	Fulfilment of duties requires delegating tasks to employees in order to meet objectives as well as giving employees support and motivation .	10		
	4	Fulfilment of duties requires goal-setting and delegating tasks to employees for attaining objectives and also support and motivation of employees .	20		
Total point score					

¹⁾ Professional skills and expertise, abilities and competence can also be attained by other means.

Professional skills can either be attained by consecutive enrolment or by non-consecutive periods of study / training leading up to a degree or qualification. In the latter case, the duration of study / training is determined by the total amount of time enrolled in all programs.

²⁾ "Duties" in the sense of initiative and decision-making are to be understood as instructions and guidelines. Generally, initiative and decision-making are more restricted for those working under instructions than for those working under guidelines.

Instructions determine in detail how a task is to be completed.

Guidelines determine what has to be considered when completing a task.

Wage Group	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Point Range	10-15	16-21	22-28	29-35	36-43	44-54	55-68	69-77	78-88	89-101	102-112	113-128	129-142	143-170

OTHER CONDITIONS OF EMPLOYMENT

Working time (§ 3 EMTV)

Agreed working time: 35 hours weekly in case of full time employment.

There is the possibility of individual contracts **extending** the regular individual weekly working time up to 40 hours / week for up to 18 % of the workforce.

In connection with company agreements concerning the use of temporary agency workers the 18%-quota can be increased up to 30 %.

In companies with a large number of highly skilled employees (over 50 % of all employees are either paid on scales outside the agreed rates or are in the top two salary brackets) the workers' council and the employer may agree upon a higher quota (up to 50 % of all staff employed under the terms of the collective agreement, not including those paid on scales outside the agreed rates).

To promote innovation or counter the effects of a lack of skilled workers, the parties to the collective agreement should generally extend the quota for a company to up to 100 % if requested by the company and its employees. It is possible to make extending working times binding by means of a plant agreement by extending the quota in a company.

Possibility of a collectively agreed **reduction** of the individual regular weekly working time to 30 hours per week without wage adjustment in exchange for protection against dismissal for the whole plant, parts of it, or certain parts of the workforce.

Part-time work can be agreed upon on the basis of individual contracts within the framework of existing regulations.

Partial retirement is an option for employees who have at least reached the age of 57.

Besides a genuine part-time model and flexible models there also exists a block model ("Blockmodell"): In the first half of the partial retirement, the employee continues to work almost exactly as before; then in the second half, he/she is released completely from employment. The top-up benefits provided by the employer safeguard approximately 82 % of his/her previous net wage throughout the entire period of partial retirement and the employer will pay higher retirement insurance contributions (95 % of the contribution level reached up to that time are guaranteed).

The entitlements to partial retirement are capped at company level by a general ceiling of 4 % of the workforce. For heavily burdened employees, there exists an entitlement starting from age 58 with a duration of five years at most, otherwise from age 61 with a duration of for years at most until the employee enters retirement without reductions. Voluntary partial retirement is possible from the age of 57 with a duration of up to six years.

Duration of Training (§ 3 EMTV)

Agreed duration of training during apprenticeship: 35 hours / week

The Flexible Spreading of Working Time (§ 4 EMTV)

On the basis of an internal company agreement and within the framework of the prevailing legal provisions, collectively agreed working time is split into days/weeks/months.

Assuming a commensurate compensation within a maximum of 16 months, an allocation of a maximum of 10 hours per day and 60 hours per week consisting of six working days is possible; Saturday working hours are paid at the normal hourly rate.

Overtime (§ 5 EMTV)

There is the option of a voluntary plant agreement whereby overtime can be fully or partly compensated by taking time off, and where the employer's obligation to pay for the overtime work does not apply within the next two months (§ 5 TV Besch).

Agreed additional payments / allowances per hour (§ 6 EMTV)

- for the first two daily hours of overtime	25 %	} of the average hourly wage pursuant to § 6 No. 4 EMTV	
- starting on the third daily hour of overtime	50 %		
- night shift (as long as it is additional work)	50 %		
- Sunday work	70 %		
- work on New Year's Day, Easter Sunday, 1 st of May, first day of Whitsun and Christmas Day	150 %		
- work on all other official public holidays	100 %		
- late work on 24 th December from 5 p.m. to 8 p.m. as well as night work on Christmas Day and on New Year's Eve	150 %		
- late work	15 %		} of agreed hourly wage for payment group EG 7
- night shift (as long as it is not additional work)	25 %		

Continued payment of wages (§ 9 EMTV)

As of the beginning of the employment relationship, employees are entitled to continued payment of their wages for a period of six weeks in the event of incapacity to work or attendance at a cure.

The percentage of wages that continues to be paid is 100 %, excluding overtime pay or overtime bonuses (§ 16 EMTV).

Leave / Holiday entitlement (§ 13 EMTV)

The leave / holiday entitlement for employees and trainees is 30 working / training days on the basis of 5 working days / week. Employees who take their full leave / holiday entitlement between 1st of October and 31st of March will be granted one additional day of leave.

Leave / Holiday Allowance (§ 14 EMTV)

For each of the 30 days of leave, a holiday allowance of 2.4 % of a monthly wage will be paid in addition to regular wages or the regular apprenticeship pay (= 100 %). The calculation is carried out in accordance with § 16 EMTV, excluding overtime pay and overtime bonuses.

Contributions to employee pension capital formation (TV AVWL)

Contributions to employee capital formation (TV VL)

The Contributions to Employee Capital Formation (TV VL) scheme has been replaced in 2006 by the Contributions to Employee Pension Capital Formation (TV AVWL). According to the transition provisions as laid down in § 5 TV AVWL, under certain conditions (existing VL contract, the right to a renewed contract, employees reaching the age of 57) instead of providing employees with bonus provisions for old age in the form of Employee Pension Capital Formation (TV AVWL), the employer may continue to provide employee capital formation (TV VL) provided that the employee does not opt for pension capital formation based on TV AVWL.

The previously agreed contributions to capital formation are:

for employees (full-time) 26.59 euros for trainees 13.29 euros

The agreed annual retirement payment is as follows:

for employees (full-time) 319.08 euros for trainees 159.48 euros.

Entitlement starts at the beginning of the seventh calendar month of uninterrupted employment within the group.

Pay conversion (TV EUW)

Employees have the right to convert up to 4 % of the income threshold for pension schemes (Note: 2.976 euros per year in 2016) of their future reimbursement claims into an entitlement to retirement benefits. They choose for at least one full year the amount and type of their pay that is to be used for this purpose. The employer decides on how this money is to be invested. The parties to the collective agreement have set up an industry-wide retirement agency ("MetallRente") for this purpose. It offers the alternatives of "MetallDirektversicherung" (direct insurance), "MetallPensionskasse" (pension bank), "MetallPensionsfonds" (pension fund), and the "Unterstützungskasse" (relief fund) (for details visit www.metallrente.de).

Special payments (ETV 13. ME)

Employees or trainees who have been working or undergoing training without interruption for six months have the right to receive an agreed special payment on the relevant day (usually 1st December).

The amount of special payments can be determined by a voluntary company agreement according to the sickness ratio.

If there is no concrete agreement on the special payment, the payments will be as follows:

after 6 months of employment	25 %
after 12 months of employment	35 %
after 24 months of employment	45 %
after 36 months of employment	55 %

of the monthly wage excluding overtime pay and overtime bonuses.

Benefits paid by the employer, such as financial incentives, shares in profits (bonuses, annual premiums), Christmas allowance, and similar payments are considered special payments and can be counted against agreed pay entitlements.

Note:

The agreed payment schedules listed here are binding in work agreements in the metal and electronic industry of the German state of North Rhine-Westphalia in all companies that are subject to the salary schedule agreement.

The collective agreements are not considered generally binding.

Editor:

METALL NRW

Verband der Metall- und Elektro-Industrie Nordrhein-Westfalen e.V.

Postfach 30 10 41 · 40410 Düsseldorf

You can find us and our members in the internet at www.metall.nrw