

This salary schedule contains an overview of the current specific collective agreement conditions for the metal and electrical industry (M + E) in North Rhine-Westphalia (Germany). The German as well as the French version of this salary schedule are available on our homepage at [www.metall.nrw](http://www.metall.nrw) in the download area.

## Overview of the collective bargaining agreement of 19 March 2020

Against the backdrop of the rapid spread of the coronavirus pandemic and the accompanying extreme challenges, the parties to the collective agreement have concluded the 2020 collective bargaining round for the M + E industry in the short term. The collectively agreed results focus mainly on the pressing issues that arise from the pandemic. Thus the original topics of the 2020 collective bargaining round such as transformation have been neglected. Hence, the (minimum) duration of the new collective regulations are all limited in time until the 31 December 2020.

### Remuneration

For the period from 1 April 2020 to 31 December 2020, the previous wage tables, valid since 1 April 2018, remain unchanged.

### Solidarity Collective Agreement 2020 (SolidarTV 2020)

With the agreement of the Solidarity Collective Agreement for 2020 (SolidarTV 2020), the parties to the collective agreement support the member companies, works councils and employees in these difficult times by providing **special exemption regulations of absence in the event of childcare bottlenecks** and novel instruments to **reduce social hardship in the event of short-time working**.

The company has to set aside a financing amount ("Finanzierungsbetrag") to finance the hardship provision: For each employee 350 Euro (part-time employees and apprentices considered proportional). The company and works council arrange the specific use of the financing amount. If the financing amount is not or only used in parts, the balance with the value at the reference date 1 December 2020 has to be distributed equally to the employees; unless it is differentiated according to the rules of § 4 TV T-ZUG. (The parties to the collective agreement acknowledge that the differentiation instrument (§ 4 TV T-ZUG) becomes particularly important in 2020 if a company faces by losses or liquidity bottlenecks). Possible subsidies paid by the company for short-time working compensation can be offset against the financing amount. The SolidarTV 2020 provides special exemption regulations for absence due to childcare if schools or daycare center are closed by authority. Following the principles of subsidiarity, the collective agreement sets subsequent order: First, the government-organised paid time off should be used. Then self-financed measures (e. g. converting T-ZUG (A) or via working time accounts) should be applied. As the last option, the new right to take up to five paid days off can be used. To avoid or postpone short-time work the company and the works council can make the **days off mandatory instead of the special payment T-ZUG (A)**.

### Collective agreement Future in Work 2020 (TV ZiA 2020)

The collective agreement "Future in Work" ("Zukunft in Arbeit") from the year 2010 is reactivated as "TV ZiA 2020". TV ZiA 2020 corresponds with the previous standards and contains cost-reducing and job-securing measures. The measures can be activated by voluntary company agreement. The aim of "**ZiA short-time work**" is to enable a reduction - which takes effect from the first day of short-time work - of the so-called collectively agreed remanence cost (through apportion based on month and thus also reduction of the special payments due to short-time work) while at the same time securing jobs. With the use of "**ZiA working time reduction**" - with partial compensation up from the 31st hour - a reduction in working time down to 26 hours / week can be agreed on collectively.

The provisions of the collectively agreed framework agreement on general working and employment conditions on short-time work and reduction in working time remain unchanged.

### Collective agreement on deferred compensation

For the year 2020 the exemption from social contributions is perpetuated for the deferred compensation

<b>ERA – Wage table</b>
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**ERA basic monthly rates<sup>1)</sup> valid from  
April 1st 2018**

For information only: For information only:

110 % <sup>4)</sup>

Hourly rates <sup>5)</sup>

	Euro	Euro	Euro
<b>Wage group EG 1</b>	2.440,50	2.684,55	16,03
<b>Wage group EG 2</b>	2.470,00	2.717,00	16,22
<b>Wage group EG 3</b>	2.498,50	2.748,35	16,41
<b>Wage group EG 4</b>	2.537,50	2.791,25	16,67
<b>Wage group EG 5</b>	2.590,50	2.849,55	17,01
<b>Wage group EG 6</b>	2.657,50	2.923,25	17,45
<b>Wage group EG 7</b>	2.741,00	3.015,10	18,00
<b>Wage group EG 8</b>	2.883,50	3.171,85	18,94
<b>Wage group EG 9</b>	3.116,50	3.428,15	20,47
<b>Wage group EG 10</b>	3.425,00	3.767,50	22,50
<b>Wage group EG 11</b>	3.840,50	4.224,55	25,22
<b>Wage group EG 12</b>			
Up to 36 <sup>th</sup> Month <sup>2)</sup>	3.957,50	4.353,25	25,99
After 36 <sup>th</sup> Month <sup>2)</sup>	4.395,50	4.835,05	28,87
<b>Wage group EG 13</b>			
Up to 18 <sup>th</sup> Month <sup>2)</sup>	4.422,50	4.864,75	29,05
After 18 <sup>th</sup> Month <sup>2)</sup>	4.682,50	5.150,75	30,76
After 36 <sup>th</sup> Month <sup>2)</sup>	5.202,50	5.722,75	34,17
<b>Wage group EG 14</b>			
Up to 12 <sup>th</sup> Month <sup>2) 3)</sup>	5.024,00	5.526,40	33,00
After 12 <sup>th</sup> Month <sup>2)</sup>	5.338,00	5.871,80	35,06
After 24 <sup>th</sup> Month <sup>2)</sup>	5.652,50	6.217,75	37,13
After 36 <sup>th</sup> Month <sup>2)</sup>	6.281,50	6.909,65	41,26

<sup>1)</sup> Due to the legal rules of the ERA introductory collective agreement to safeguard against "overshoots" and the introduction of "undershoots" in the context of operational cost neutrality, the actual remuneration to be claimed may deviate from the ERA table.

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

<sup>3)</sup> 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.

<sup>4)</sup> 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.

<sup>5)</sup> 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:

$$\frac{\text{basic monthly wages in wage group}}{35 \times 4,35}$$

### Basic monthly wages in case of divergent working time

For employees whose regular individual weekly working time deviates from the regular weekly working time (35 hours / week) defined in the collective agreement, the basic monthly wage is calculated using the following formula:

Basic monthly wage according to tariff wage table	x	Individual regular working time per week
	35	

### Individual performance bonus (§ 10 ERA)

Employees who with a salary based on their work time receive an individual performance bonus from the fourth month of employment between 0 % and 20 %. The company-average of performance bonuses should be between 9 % and 11 % based on a point system. Otherwise, the employer can / has to / make a correction using factors.

### Performance-based remuneration (§§ 7 – 9 ERA)

Based on company agreement, performance-based remuneration can replace salaries based on working time, i.e. piecework, bonus wage or a target agreement system. 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 (§ 11 ERA)

The hardship supplement is 6% of basic hourly wages (EG 7) per hour of work under hardship conditions.

## Apprentices

### Apprenticeship monthly pay, valid from April 1st 2018

	Euro		Euro
In first year of apprenticeship	980,56	In third year of apprenticeship	1.101,92
In second year of apprenticeship	1.029,38	In fourth year of apprenticeship	1.197,18

Apprentices pursuing certain specialist jobs as blacksmith (open-die forge, boilermaker, chainsmith), molder, metallurgical skilled worker and metallurgical worker will receive an additional bonus allowance of 20,45 Euros per month.

### Duration of training (§ 43 MTV)

Agreed working-time during apprenticeship: 35 hours / week.

### Permanent employment positions for apprentices (§ 47 MTV)

The parties of the collective bargaining agreement agree that apprentices, who successfully completed their apprenticeship, should be normally transferred in a permanent position. The employer has the following options for structuring the transfer:

1. Before the start of an apprenticeship period, the employer defines how many positions need to be filled. This demand is determined in a voluntary company agreement between company and works council. In this case, apprentices who have been trained in excess of the demand are not entitled to be transferred in a permanent position.  
or
2. at latest six months before the end of the apprenticeship cohort, the employer defines how many positions need to be filled. These positions will be filled by apprentices who have completed their training and will be offered unlimited contracts. All other apprentices are entitled to a fixed-term contract of 12 months.

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

<sup>1)</sup> 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.

<sup>2)</sup> "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 (§§ 6 – 16 MTV)

**Agreed working-time:** 35 hours per week in case of full time employment.

There is the possibility to **extend** the regular individual weekly working-time by individual contract to up to 40 hours / week for up to 18 % of the workforce ("18 %-quota").

By means of a voluntary works agreement, the quota can be extended to 30 % in case a shortage of labour is proven or a temporary employment company agreement is concluded.

In companies with a large portion of highly skilled employees (more than 50 % of total workforce have work tasks from EG 12 and higher – or with the agreement of the collective bargaining parties from EG 11 and higher), the company and works council might extend the quota up to 50 %.

To foster innovation or counter the effects of a skill shortage, the parties of the collective agreement should extend the quota for a company to up to 100 % by request of the company and works council.

It is possible by means of a company agreement to prolong individual working time within the scope of an operationally extended quota.

If the above quotas are exceeded the works council has a right of objection (regarding the 18 % quota, however, only if this exceeded by 4 %-points = 22 %).

Instead of the quota regulations, a volume-based model "Volumenmodell" can be applied at the company level. Taking into account part-time and full-time work, an average regular weekly working time is determined, which may be up to 35,9 hours. In the combined model with extended quotas of 30 % and 50 %, there is a collective weekly working time volume of 36,5 and 37,5 hours respectively. The works council has the right of objection if the respective collective volume is exceeded.

In accordance with the works council, up to 50 hours per year can be booked out and paid from the employees' time account free of extra surcharge.

There is the possibility of a **reduction** of the individual regular weekly working time to 30 hours by company agreement. This is done without wage adjustment in exchange for dismissal protection for the whole company, parts of it, or certain parts of the workforce (see also page 1 on TV ZiA 2020 "ZiA working time reduction").

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

Full-time employees are entitled to "reduced full-time" ("Verkürzte Vollzeit") with a right of return: This is limited to 6 to 24 months and a reduction of work time to up to 28 hours per week. For operational reasons a refusal is possible if no replacement is found for the lost volume of work or if 10 % of all employees already in "reduced full-time".

**Partial retirement** is an option for employees who have at least reached the age of 57 (TV FlexÜ). Besides a genuine part-time model and flexible models there is also a block model: In the first half of the partial retirement, the employee continues to work exactly as before; in the second half, the employee is completely released from work. The top-up benefits provided by the employer ensure approximately 82 % of previous net wage throughout the entire period of partial retirement and the employer will pay higher contributions to retirement insurance (95 % of the contribution level reached up to that time are guaranteed).

The entitlements to partial retirement are limited at company level to 4 % of the workforce. For heavily burdened employees, there is an entitlement starting from age 58 with a duration of five years at the most, otherwise from age 61 with a duration of four years at the 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.

### Flexible distribution of working time (§§ 17 – 24 MTV)

Based on a company agreement and within the framework of the prevailing legal regulations, collectively agreed working time is distributed over 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 on six working days is possible; Saturday working hours are disbursed generally without supplements.

The collective agreement Mobile Working (TV MobA) contains framework regulations for a voluntary company agreement on "mobile working" (no time supplements and rest periods reduced to 9 hours).

### Overtime (§ 31 MTV)

It is possible to extend the working-time per working day to up to 10 hours / weekly working time by up to 10 hours.

As an exception, company agreement on an additional overtime volume is possible. (This must not lead to permanent overtime work. Permanent overtime should preferably be avoided by new hires.)

There is an option of a voluntary company agreement whereby overtime hours are compensated in whole or in part by leisure time and the obligation to pay a supplement in the event of compensation in the following two calendar months does not apply.

### Agreed additional payments / allowances per hour (§ 33 MTV)

- for the first two daily hours of overtime	25 %	} of the average hourly wage pursuant to § 33.3 MTV	
- 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 <sup>st</sup> of May, first day of Whitsun and Christmas Day	150 %		
- work on all other public holidays	100 %		
- late work on 24 <sup>th</sup> 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 remuneration (§ 34 MTV)

From the beginning of the employment, employees are entitled to continued remuneration for a period of six weeks in the event of incapacity for work or when attending a cure.

The amount of remuneration is 100 % without including overtime remuneration and overtime surcharges (§ 40 MTV).

### Duration of holiday (§ 36 MTV)

The duration of holidays for employees and apprentices is 30 working / training days based on 5 working days / week. Employees taking their full leave / holiday entitlement between of 1 October and of 31 March will be granted one additional day of leave.

### Holiday allowance (§ 38 MTV)

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 § 40 MTV, excluding overtime pay and overtime allowances.

## Deferred compensation (TV EUW)

Employees have the right to convert up to 4 % of their future remuneration entitlements up to the respective contribution assessment ceiling of the pension insurance scheme (3.312 Euros per year in 2020) into a pension entitlement. The employee have to choose for at least one full year the amount and type of pay that is going to be used for this purpose. The employer determines an eligible implementation method.

The parties to the collective agreement have created the inter-company pension scheme "MetallRente", which in turn offers MetallDirektversicherung, MetallPensionskasse, the MetallPensionsfonds and a support fund ([www.metallrente.de](http://www.metallrente.de)).

## Contributions to employee pension capital formation (TV AVWL)

If a private retirement provision contract is concluded by the employee / apprentices ("Riester contract") or in the case of a deferred compensation agreement pursuant to the collective agreement on salary conversion (TV EUW), the employer provides a collectively agreed pension capital formation payment.

The collectively agreed annual retirement payment is 319,08 Euros for employees (full-time), 159,48 Euros for apprentices.

Entitlement starts with the beginning of the seventh calendar month of an uninterrupted employment within the company.

## Special payments (ETV 13. ME)

Employees or apprentices who have been working in a non-terminated contract for six months on the day of payment (usually 1 December) have the right to receive a collectively agreed special payment.

The amount of special payments can be determined by a voluntary company agreement depending on the sickness rate of the company.

If the company and works council do not agree on the specific form of the special payment, the special payments are paid according to the following scale:

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 final compensation, shares in profits (bonuses, annual premiums), Christmas allowance, and similar payments are classified as special company payments. These payments are allowable on the entitlement under the collective agreement.

## Additional collective allowance (TV T-ZUG)

Employees and apprentices who are in an employment or apprenticeship on 31 July will receive the so-called collectively agreed additional pay ("T-ZUG"). This one-off payment consist of two components and should be paid with billing for July:

**T-ZUG (A)** amounts to 27,5 % of a monthly salary.

Employees with increased occupational and private burden (children up to the age of 8, in 2020 in some circumstances up to the age of 12; home care for relatives with at least care level 1; shift workers who are in shift work for a certain time - in each case depending on a certain period of employment) can choose eight days off per year instead of the T-ZUG (A) payment (a maximum of two times for parents and care givers for each children and care case).

**T-ZUG (B)** is the same amount for all employees: for full-time employees / apprentices 12,3 % of the basic monthly wage for wage group 8 (in 2020: 354,67 Euro) or the respective apprenticeship pay. With the agreement of the parties to the collective agreement the T-ZUG (B) can be postponed, reduced or cancelled altogether at company level (permanent differentiation option).

### **Cut-off periods (§ 49 MTV)**

Claims for additional payments for overtime, late, night, sunday and public holiday work that are not claimed within two months are excluded. All other claims within three months of their due date.

**Note:**

The agreed payment schedules listed here are binding in work contracts in the metal and electronic industry of the state of North Rhine-Westphalia (Germany) in all companies that are subject to the salary schedule agreement. The collective agreements are not considered generally binding.

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Editor:

**METALL NRW**

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

Postfach 30 10 41 · 40410 Düsseldorf

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