

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 french as well as a german version of this salary schedule are available from our homepage at [www.metallnrw.de](http://www.metallnrw.de) under the heading "Tarif" in the download area.

## Overview of the collective bargaining agreement of 24<sup>th</sup> February 2015

### Pay increase

The duration of the remuneration agreement extends from **1<sup>st</sup> January 2015 to 31<sup>st</sup> March 2016** (15 months).

The salary tables applicable since 1<sup>st</sup> of May 2014 will continue to apply between 1<sup>st</sup> January 2015 and 31<sup>st</sup> March 2015 inclusive. For March 2015 full-time workers receive a lump sum payment of 150 euros gross with the billing for March 2015. Apprentices receive 55 euros gross. If this month is subject to average calculations of any kind, an increase of 3.4% is to be taken as a basis instead of the lump sum payment.

From **1<sup>st</sup> of April 2015** on, the salary tables will be increased by **3.4 %**.

### Partial retirement

The new collective agreement on **Flexible Transition into Retirement (TV FlexÜ)** adopts the structure and to a large extent the regulatory contents. The new regulations are mandatory from 1<sup>st</sup> of January 2016, until then the existing rules will continue to apply. In a transition period the new collective agreement can already be applied at company level.

The entitlements to partial retirement (up to 3 % for particularly burdened employees (special entitled employees) with priority and up to 2 % for all other employees) are as before capped at company level by a general ceiling of 4 % of the workforce. The entitlement for the special entitled employees can be claimed earliest at the age of 58 with a maximum claimable runtime of five years. All other entitlements can be claimed at the age of 61 with a maximum runtime of four years until the employee reaches the regular retirement age. Voluntary agreed partial retirement is possibly at the age of 57 with a maximum runtime of six years.

By adjusting to a gross increase model ("Bruttoaufstockungsmodell") the calculation of the top-up benefits will be easier in future cases of partial retirement.

At company level a works council agreement can be concluded on a voluntary basis to design the entitlements to partial retirement (partially or entirely) differently or to replace them by other staffing policy measures concerning demographic issues. In this case the material content of the works council agreement must not be less than under the terms of the collective agreement. Already existing works council agreements are protected and remain valid without amendment.

### Education

The new collective agreement **Education (TV B)** contains in addition to the regulatory contents of the existing collective agreement Qualification (TV Q) in particular new rules on employee-funded partial education. Employer and employee have the opportunity to conclude an agreement on an educational measure and to set up a personal education account ("Bildungskonto"). This personal education account is funded by the employee with money and overtime to provide his/her income while taking part in the educational program. If the employer refuses to conclude such an agreement, the rules for conflict resolution from the existing TV Q are applied, but only in companies with more than 200 employees. The co-determination rights of the works council concerning the personal job-related education / qualification are strengthened without broadening the legal provisions of co-management.

<b>ERA - PAYMENT SCHEDULE</b>
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**ERA basic monthly rates <sup>1)</sup> valid from  
1st April 2015**

	Euro	Euro	
			For information only: 110 % <sup>4)</sup>
			For information only: <b>Hourly rates <sup>5)</sup></b>
	<b>Euro</b>	<b>Euro</b>	<b>Euro</b>
<b>Payment group EG 1</b>	2,231.50	2,454.65	14.66
<b>Payment group EG 2</b>	2,258.50	2,484.35	14.83
<b>Payment group EG 3</b>	2,284.50	2,512.95	15.00
<b>Payment group EG 4</b>	2,320.50	2,552.55	15.24
<b>Payment group EG 5</b>	2,368.50	2,605.35	15.56
<b>Payment group EG 6</b>	2,430.00	2,673.00	15.96
<b>Payment group EG 7</b>	2,506.50	2,757.15	16.46
<b>Payment group EG 8</b>	2,636.50	2,900.15	17.32
<b>Payment group EG 9</b>	2,849.50	3,134.45	18.72
<b>Payment group EG 10</b>	3,132.00	3,445.20	20.57
<b>Payment group EG 11</b>	3,511.50	3,862.65	23.06
<b>Payment group EG 12</b>			
Up to 36 <sup>th</sup> Month <sup>2)</sup>	3,618.50	3,980.35	23.77
After 36 <sup>th</sup> Month <sup>2)</sup>	4,019.50	4,421.45	26.40
<b>Payment group EG 13</b>			
Up to 18 <sup>th</sup> Month <sup>2)</sup>	4,044.00	4,448.40	26.56
After 18 <sup>th</sup> Month <sup>2)</sup>	4,281.50	4,709.65	28.12
After 36 <sup>th</sup> Month <sup>2)</sup>	4,757.00	5,232.70	31.24
<b>Payment group EG 14</b>			
Up to 12 <sup>th</sup> Month <sup>2) 3)</sup>	4,594.00	5,053.40	30.17
After 12 <sup>th</sup> Month <sup>2)</sup>	4,881.00	5,369.10	32.06
After 24 <sup>th</sup> Month <sup>2)</sup>	5,168.50	5,685.35	33.95
After 36 <sup>th</sup> Month <sup>2)</sup>	5,743.50	6,317.85	37.72

<sup>1)</sup> Owing 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 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% and the 110% totals are thus 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 circumstances. The basic monthly wage can be converted into hourly wages using the following formula:

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

The column shows the figures arrived at by using this formula in order to calculate ERA base salaries.

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:

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

<b>Individual Performance bonus</b>	Employees paid a salary based on the time they have worked receive from their fourth month in employment an individual performance bonus 0-20 % in accordance with § 10 ERA. The company average of performance bonuses, which is based on a point system should lie between 9 and 11 % failing which the employer can / should use factors to effect a correction.
<b>Performance-linked pay</b>	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 total (§§ 5 and 6 ERA).
<b>Hardship supplement</b>	The hardship supplement is 6 % of basic hourly wages (EG 7) (§ 11 ERA) per hour of work under hardship conditions.
<b>Additional allowance for foundry workers</b>	The additional allowance for foundry workers at ERA introduction is 4 % of basic hourly wages for EG 7 to be increased within 10 years toward the hardship supplement of 6 % (§ 6 ERA-ETV).

### Apprenticeship pay monthly

	In euros valid from <b>1<sup>st</sup> April 2015</b>
<b>In first year of apprenticeship</b>	896.60
<b>In second year of apprenticeship</b>	941.24
<b>In third year of apprenticeship</b>	1,007.56
<b>In fourth year of apprenticeship</b>	1,094.66

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 recommend offering a permanent position to all young workers who have successfully finished an apprenticeship. However, the employer is only obliged to do it for positions that actually need to be filled. The employer can define the company's personnel requirements in two ways:

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 don't have 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 receive fixed-term contracts 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 <sup>1)</sup>	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 <b>less than four weeks</b> .			12	
		3	Duties require skills which can be learned in <b>four or more weeks</b> .			18	
		4	Duties require skills which can be learned in <b>three months or more</b> .			25	
		5	Duties require skills which can be learned in <b>six months or more</b> .			32	
		6	Duties require skills which can be learned in <b>one year or more</b> .			40	
	Professional Skills	7	Duties require skills which as a rule are acquired by <b>completing a certified training program of at least two years</b> .			48	
		8	Duties require skills which as a rule are acquired by <b>completing a certified training program of at least three years</b> .			58	
		9	Duties require skills which as a rule are acquired by <b>completing a certified training program and an additional 1-year professional qualification</b> .			69	
		1	Duties require skills which as a rule are acquired by <b>completing a certified training program and an additional 2-year professional qualification</b> .			81	
		1	Duties require skills which as a rule are acquired by <b>completion of a vocational college degree</b> .			94	
	Professional Experience	1	Duties, which in addition to professional knowledge, also require <b>professional experience of at least one to three years</b> .			6	
		2	Duties, which in addition to professional knowledge, also require <b>professional experience of more than three years</b> .			12	
		1	Duties require skills which as a rule require a <b>university degree</b> .			108	
Initiative and decision-making <sup>2)</sup>	1	Fulfilment of duties is <b>specified in detail</b> .			2		
	2	Fulfilment of duties is <b>partly 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 coordination</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 speaking, initiative and decision-making are more restricted for those working under instructions than for those working under guidelines.

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

Guidelines describe what should be observed in the completion of 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 foreman's categories or – in the ERA – the highest wage or salary groups) a plant agreement may fix 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. as a rule. extend the quota for a company to up to 100 % if requested to do so 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 a week without wage adjustment in exchange for protection against dismissal.

**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 (from the age of 58 respectively from the age of 61 on) are capped at company level by a general ceiling of 4 % of the workforce (see also page 1 for an overview of the collective bargaining agreement of 24<sup>th</sup> February 2015).

### Duration of Training (§ 3 EMTV)

**Agreed duration of training while 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 hours are spread over a period of days/weeks/months. Assuming a commensurate compensation within a maximum of 16 months, an allocation of a maximum of 10 hours in a day and 60 hours in a six day week is possible; Saturday working hours are paid at the normal hourly rate.

### Overtime (§ 5 EMTV)

There is the option of a voluntary workers' council agreement whereby overtime can be fully or partly compensated by taking time off, in which case the employer's obligation to pay for the overtime work within the next two months is waived (§ 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 <sup>st</sup> of May, first day of Whitsun and Christmas Day	150 %	} of agreed hourly wage for payment group EG 7
- work on all other official 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 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 1<sup>st</sup> of October and 31<sup>st</sup> of March will be granted one additional day of leave.

### **Leave / Holiday Allowance (§ 14 EMTV)**

In addition to regular wages or the regular apprenticeship pay (=100 %), a holiday allowance of 2.4 % will be paid for each day of leave. 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 was 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, employee's reaching the age of 58) 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 agreed contributions 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 pay up to 4 % of the income threshold for pension schemes (Note: 2.904 euros per year in 2015) into a pension scheme. 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, that offers the alternatives of "MetallDirektversicherung" (direct insurance), "MetallPensionskasse" (pension bank) and "MetallPensionsfonds" (pension fund) and the "Unterstützungskasse" (relief fund) (for details visit [www.metallrente.de](http://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 1<sup>st</sup>December). The amount of special payments can be determined by a voluntary company agreement according to the sickness ratio.

Should there be no agreement on that amount, the special payments are 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 (ERA) under the provisions laid down in § 2 ERA-ETV.

The collective agreements are not considered generally binding.

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