

Collective agreement sheet for engineers and managers in the metallurgy sector

Metallurgy engineers and managers

Disclaimer:

- This sheet concerns only employees **seconded** for a **period of 12 months or less** (extendible with a reasoned declaration to 18 months). Employees seconded for a longer period are subject to additional provisions.
- Only the **national extended** collective agreement provisions are presented below. In general, it is advisable to check for the existence of regional extended collective agreement provisions (in particular, there is a collective agreement for Haut-Rhin, which can be viewed on this [link](#) (Haut-Rhin section)).
- Companies seconding employees to France are invited to seek advice from specialists (lawyers/law firms/employers' organizations) prior to the secondment in order to ensure compliance with applicable French rules, as some issues are particularly complex (classification, organisation of working hours, etc.).

Targeted employees:	Employees on secondment whose activity is covered by the scope of application of the <u>National Collective Agreement of 13 March 1972 for metallurgical engineers and managers</u> (hereinafter "CCN") <i>[article 1(3)]</i>
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Date of coming into effect:	Extension order of 27 April 1973
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For a general overview of the statutory provisions applicable to the various subjects handled in this document, see here: <https://travail-emploi.gouv.fr/droit-du-travail/detachement-des-salaries/article/salaries-detaches-vos-droits>

The asterisks (*) below mean that reference should be made to the legal provisions insofar as there are no collective agreement provisions that override the applicable legal provisions on this point.

PAY

Pay (classification/corresponding minimum wage):	<p>Classifications: Refer to <u>Annex I</u> below.</p> <p>Minimum wage <i>[NCC Sections 23 and 25]</i></p> <p>Guaranteed minimum wage including permanent elements of compensation, including benefits in kind. Excludes concessions of a random, voluntary or temporary nature (i.e. exceptional bonuses).</p> <p>Scales applicable pro rata temporis.</p> <p>Amount of the minimum wage fixed by national agreement negotiated each year. Last agreement concluded on February 5, 2020 (extended by order of August 6 2020): see text of the agreement in <u>Annex II</u>.</p> <p><i>Examples:</i></p> <ul style="list-style-type: none"> - A management employee seconded to France for two months, subject to a duration of 151.66 hours/month and graded at coefficient 86 will receive the following minimum wage: 24,998/12, i.e. 2,083.17 euros (gross)/month; - A management employee seconded to France for two months, subject to a flat-rate agreement of 218 days worked per year, and graded at coefficient 120 will be paid the following minimum wage: 45,346/12, i.e. 3,778.83 euros (gross)/month. <p><i>Note: the following provisions are only applicable to employees on secondment who perform a replacement during their secondment in France and not since the beginning of their secondment: replacement for more than 3 months in a more highly classified position with additional work or responsibility: a</i></p>
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	temporary monthly remuneration supplement from the 4th month (and for the past 3 months), equal to $\frac{3}{4}$ of the difference between the guaranteed minimum wages of the 2 positions.
Extra pay related to working hours (see also working hours):	<p>Overtime bonuses (excluding fixed hour agreements):*</p> <p>Surcharges for night hours: <i>[Article 4.2 of the ANB of 3 January 2002]</i>. An increase in real pay equivalent to 15% of the applicable standard minimum wage (see also night work below). Surcharges for work on Sundays: *</p> <p>Surcharges for working on public holidays: *</p>
<p>Benefits and perquisites (paid directly or indirectly, in cash or in kind)</p> <p><i>e.g.: company car advantages, telephone package, 13th month bonus, bonus for a particular profession, bonuses linked to arduous work, birth bonus, marriage, civil partnership agreement, attendance bonus, seniority bonus, target bonus, holiday bonus, holiday allowance</i></p>	*
Payment of wages (terms of payment)	*
WORK-RELATED EXPENSES:	
(Conditions of care, transport, meals and accommodation)	<p><i>[Article 11 NCC]</i></p> <p><i>Note: the following provisions only apply to travel to or from the usual place of work in France or in the event of temporary dispatch by the employer from that usual place of work to another place of work:</i></p> <p>First class for train journeys, normal class for sea or air travel, at the employer's expense, upon presentation of supporting documents.</p>
DURATION OF WORKING TIME	
Duration of working time:	<p>Maximum duration:</p> <ul style="list-style-type: none"> • Daily: <i>[Article 9 of the ANB of 28 July 1998, extended]</i> <ul style="list-style-type: none"> - For installation personnel on building sites and for maintenance and

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after-sales service personnel (in principle, these are not engineers or managers): 12h.

- For other employees: *
- Weekly: *[Article 10 of the ANB of 28 July 1998]*
 - During a single week: *
 - Over 12 consecutive weeks:
 - For installation personnel on building sites and for maintenance and after-sales service personnel (in principle, these are not engineers or managers):*
 - For other employees: 42 hours per week on average.

Break time: *

Number of working days per week: *

Rest:

- Daily: *[Article 9 of the ANB of 28 July 1998, extended]*
 - For engineers and managers working in teams (work involving the rotation of teams on the same equipment) or which requires “inspection operations at regular intervals”: reduced rest at 9 hours. Compensated by rest time equivalent to the reduced amount.
 - For other employees: *
- Weekly/Sunday: *

Overtime arrangements :

- Methods of payment: *
- Annual overtime quota: *
- Compensating rest: *
- System of selected (overtime) hours: *[Article 6 of the ANB of 28 July 1998, extended]*

When the annual quota of overtime hours is exhausted, the employer may require the employee work overtime with the employee’s consent (without having to seek permission from the labour inspector). The number of such hours may not cause the employee to exceed the maximum working hours set out in the applicable legal and collective agreement provisions. The employer must obtain the express agreement of the employee in the form of an amendment to the latter’s contract of employment or a clause in which the employee stipulates:

- the number of hours the employee agrees to work;
- the period over which they will be carried out;
- the form of the collective or individual timetable.

Overtime worked under the scheme will be compensated in the same way as any overtime worked within the applicable quota. However, these hours do not entitle the holder to compensatory rest (i.e. the current mandatory compensatory rest).

Specific arrangements for the organisation of working time:

- Fixed price per hour over the year: *(Scheme for professional and*

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managerial staff provided for in the National Agreement of 28 July 1998, Article 13.1).

Employees concerned:

Management-level employees within the meaning of the collective agreements and metalworking industry agreements who are assigned to technical, administrative or commercial functions, who are not employed in accordance with the collective working hours applicable in the workshop, department or team to which they are assigned and who, by virtue of their employment contract, have a certain degree of autonomy in the fulfilment of the working hours to which they are subject, defined by the freedom granted to them in the organisation of their timetable in relation to the operating hours of the teams, departments, workshops, and/or the equipment to which they are assigned, so that their actual working hours can only be determined after the fact.

Conditions:

Conventional minimum wage increased by 15% for packages consisting of between 1,607 and 1,767 hours and by 30% for packages of between 1,767 and 1,920 hours.

- Day package: *(Scheme provided for professional and managerial staff by the National Agreement of 28 July 1998, Articles 14.1 and 14.2. 218 days maximum).*

Employees concerned:

Autonomous managers who are not employed under the collective schedule applicable in the workshop, department or team to which they are assigned, such that the duration of their working time is not predetermined, and whose function under the employment contract must be classified at a coefficient greater than 76.

Conditions: Conventional minimum wage increased by 30%.

- Part-time work : *Article 4.7 of the agreement of 7 May 1996]. :*
 - A notice period of 3 working days in the event of a change in the distribution of working hours without compensation.
 - The daily working time may not be less than 3 hours unless the employee agrees.
 - The maximum number of overtime hours may not exceed one fifth (i.e. 20%) of the working time stipulated in the contract.

Other:

Note: the following provisions only apply to travel to or from the usual place of work in France or in the event of temporary dispatch by the employer from that usual place of work to another place of work:

Travel time extending the length of the engineer's or executive's working day by more than 4 hours: compensatory rest of half a day (not applicable to the single-day lump sum compensatory allowance).

Night work:

Definition of a night worker: *[Article 2 of the agreement of 3 January 2002]*
Also applies to an employee working at least 320 hours at night (between 9 p.m. and 6 a.m.) over 12 consecutive months (in addition to an employee

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	<p>working 3 hours at night at least twice a week according to his/her usual schedule).</p> <p>Maximum daily working hours: <i>[Article 5 of the agreement of 3 January 2002]</i> The working hours may be extended to 12 hours for activities involving travel between home and place of work, on-call and supervisory activities, transport services, and activities involving a need to ensure the continuity of service or production.</p> <p>Compensatory rest: <i>[Article 4 of the agreement of 3 January 2002]</i> 20-minute reduction in weekly working hours compared to day workers or 2 annual rest days</p>
<p>Leave:</p>	<p>Annual paid leave:</p> <ul style="list-style-type: none"> • Total duration of leave: * • Paid seniority leave: <i>[Article 14 of the NCC]</i> <ul style="list-style-type: none"> - 2 days for an engineer or manager aged 30 years with 1 year's seniority in the company in which he or she is employed. - 3 days for an engineer or manager aged 35 and with 2 years' seniority in the company in which he or she is employed. • Other provisions relating to paid holidays: <i>[Article 14 of the NCC]</i> In exceptional cases, in the event of recall during paid leave, the engineer or manager is entitled to 2 additional days leave and reimbursement of the costs brought about by such recall. <p>Absences due to illness (as well as accidents) of up to one year are included in the actual working time for the calculation of paid holiday entitlement.</p> <p>Holidays for family events: <i>[Article 15 of the NCC]</i></p> <ul style="list-style-type: none"> • Marriage/Union <ul style="list-style-type: none"> ○ Employee's wedding: 1 week ○ Child's marriage: * • Death <ul style="list-style-type: none"> ○ Of a spouse:* ○ Of a child:* ○ Of a father/mother:* ○ Of a brother/sister:* ○ Of a step-parent :* ○ Of a grandparent/grandchild : 1 day • Paternity * • Childcare (see below) • Maternity (see below on maternity coverage) • Announcement of a disability that has occurred in a child: *
<p>Public holidays:</p>	<p>Public holiday unemployment: *</p>
<p>Young workers (between 16 and 18 years old):</p>	<p>Age for admission to work: *</p>

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	<p>Working hours: *</p> <p>Night work: *</p>
<p>MATERNITY/CHILD CARE: CARE / LEAVE</p>	<p>Maternity leave: <i>Article 17, 1° CCN]</i></p> <ul style="list-style-type: none"> • Duration of leave: * • Compensation by the employer: <ul style="list-style-type: none"> <i>Note: the following provisions apply only when the seconded employee is covered by French social security.</i> Conditions of compensation for leave: <ul style="list-style-type: none"> - One year's seniority in the company - Compensation subject to payment of maternity benefits (IJSS). Duration of leave allowance: <ul style="list-style-type: none"> - 6 weeks before the presumed date of delivery + 2 weeks in the event of a pathological condition related to the pregnancy as attested by a medical certificate - 10 weeks after the date of birth + 2 weeks in the case of multiple births. Payment of leave: <ul style="list-style-type: none"> Difference between the pay rate and the IJSS and pension schemes in which the employer participates <p>Adoption leave: <i>[Article 17, 1° CCN]</i></p> <ul style="list-style-type: none"> • Duration of leave: * • Compensation by the employer: <ul style="list-style-type: none"> <i>Note: the following provisions only apply when the seconded employee is covered by French social security.</i> Conditions of leave allowance: <ul style="list-style-type: none"> - One year's seniority in the company - Compensation subject to payment of adoption benefits (IJSS). Duration of leave allowance: <ul style="list-style-type: none"> Legal duration of the leave, up to a maximum of 10 weeks. Leave allowance: <ul style="list-style-type: none"> Difference between the pay rate and the IJSS and pension schemes in which the employer participates.. These allowances or benefits are withheld in their full amount prior to the deduction of social security contributions and any applicable taxes to be charged to the employee.
<p>HEALTH/SAFETY</p>	
<p>Medical supervision</p>	<p>*</p>
<p>Illness</p>	<p><i>[Article 16 CCN]</i></p> <p><i>Note: the following provisions are only applicable when the seconded employee is covered by French social security AND when the duration of the</i></p>

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secondment in France is more than one month.

The employer is obliged to pay additional compensation under certain conditions:

- Incapacity to work resulting from an illness or accident.
- One year's seniority (reduced to 3 months in the event of a workplace accident/professional illness).
- proof of the grounds for the absence as soon as possible.
- coverage by the (French) Social Security;
- The verification of the inability to work via a follow-up examination, if necessary.

The compensation is paid without a waiting period after deduction of the IJSS and benefits from the pension schemes in the following proportions:

Seniority	Sickness (ordinary) and work injury compensation
Between 3 months and 1 year	Only for workplace accidents/professional illnesses: 3 months at 100% + 3 months at 50%.
Between 1 and 5 years	3 months at 100% + 3 months at 50%.
Between 5 and 10 years	4 months at 100% + 4 months at 50%.
Between 10 and 15 years	5 months at 100% + 5 months at 50%.
Over 15 years	6 months at 100% + 6 months at 50%.

Safety regulations

Prevention and risk assessment actions: *

Rules on operations by external companies: *[Amended national agreement of 26 February 2003 on safety and health at work].*

- Organising operations lasting less than 400 hours with overlapping activities (i.e. interactions between the companies involved), in particular through the communication of information and instructions (specific risks, place of intervention, organisation of first aid, etc.), and the management of sanitary facilities, changing rooms and catering premises (*Article 8*)
- Organising operations lasting 400 hours or more without overlapping activities (i.e. without interaction between the companies involved) in particular through the communication of information (reception of employees, delimitation of the area of operations, use of dangerous products or equipment) and related training (*Article 9*)
- Organising operations that last 400 hours or more that either involve overlapping activities (i.e. without interaction between the companies involved), or the execution of dangerous work, in particular through the communication of information and instructions (specific risks, area of operations, organisation of first aid, etc.) (*Article 10, paragraph 1*)
- Ensuring that the employees of the external company are welcomed and informed in person by an individual designated for this purpose by the user

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	<p>company who possesses the required skills, and ensuring that the welcome booklet is sent to them (<i>Article 10, paragraph 1</i>)</p> <p>Work equipment: *</p> <p>Right to vacate the place of work: *</p> <p>Training: [<i>national agreement of 26 February 2003 on workplace safety and health, as amended, Article 2, paragraph 6</i>]</p> <p>Providing safety training for management staff who are responsible for ensuring compliance with these rules</p>
Accommodation	*
PROVISIONS SPECIFIC TO THE INDUSTRY OF ACTIVITY	
(depending on the specific features)	None
SPECIFIC PROVISIONS FOR TEMPORARY AGENCY WORKERS	<p>The national agreement of 29 June 2018, specifically pertaining to temporary employment contracts in the metal industry, reduces the length of the applicable waiting period between two successive temporary employment contracts for the same job. It provides for a new simplified method of calculating the waiting period between two successive contracts. This period is, in any case, equal to a quarter of the duration of the initial contract. This period is capped at 21 calendar days. In addition, the list of exceptions to the application of this waiting period now includes, in particular, temporary increases in the company's activity. This agreement is concluded for an indefinite period of time.</p>
<u>For more information:</u>	
Point of contact with trade union organisations	

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ANNEX I

OVERVIEW OF THE CLASSIFICATION OF ENGINEERS AND MANAGERS IN METALLURGY (Collective Agreement of Metallurgical Engineers and Managers, 13 March 1972 as amended, art. 21 et seq.)

In principle, **only the role held by the employee is classified**. This rule is clearly stated in the Collective Agreement on several occasions, in particular in Article 1.

The classification of engineers and managerial staff is constructed on the basis of abstract and relatively flexible definitions of the role for each position. There are **five positions** :

- Position I
- Position II
- Position III A
- Position III B
- Position III C

- **Position I (initial years)**

Seconded employees are assumed to not fall within the definition of Position I insofar as they are seconded to occupy functions that they hold and insofar as they do not generally hold a diploma awarded by a French higher education institution. Therefore, provided that they hold an engineering or managerial position within the meaning of the National Collective Agreement of the Chemical Industry (CCNIC), they will necessarily be classified in Position II.

Position I is an entry “airlock” for engineers and managers. **It is awarded to young higher education graduates who have been hired to hold an engineering or management position but who do not fully hold it at the time they are hired** (Art. 21: “*who are starting out as an engineer or manager*”). It makes it possible to grant those concerned the benefit of the collective agreement for engineers and managerial staff as soon as they join the company, even though **the position they actually hold, during their first few years in the company, is not that of an engineer or manager in its own right.**

In addition to the function in question (engineer(s), administrative or commercial managerial staff), the CCNIC uses three criteria unrelated to the notion of position held: **age** (see Table 2 below), **seniority** (see Table 2 below) and **degree**. With regard to the latter criterion, the national diploma must be included in the restrictive list in Article 1 (3).

The coefficient, thus determined, is increased by 8 points **for each year of experience** acquired after 23 years until such time as they take up duties in position II or III.

“Years of experience” are understood to mean:

- Any year of work carried out as an engineer or manager in a company affiliated to the CCNIC or in an activity related to the role in question.
- Full-time studies lasting one year or more following the 1st diploma and leading to the award of a 2nd diploma by those defined in Article 1 (3) above and which may be used by the company.

Accession to Position II or III shall take place as soon as their role justifies it. Once they have completed a period of 3 years in Position I, it is **compulsory** to have at least one year of actual work in the company **or** have reached the age of 27.

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- Position II

Position II includes senior managers or engineers assigned to a managerial position to assist the incumbent or who have limited scientific, technical, administrative, managerial, commercial or managerial responsibilities in the context of directives or instructions received from their superior:

- after a maximum period of three years in Position I,
- after a promotion for “monthly students” or “non-graduates”,
- if an employee over 27 years of age is hired, or
- as soon as the position justifies it.

Position II is assigned the hierarchical index 100. However, the collective agreement provides for this index 100 to change, automatically, in periods of three years spent at Position II in the company, a maximum of six times, according to the following figures: 108 - 114 - 120 - 125 - 130 - 135. There is no specific definition of ranking for each of these six indices. At the end of a period of 3 years at coefficient 135, there is no compulsory transition to Position III A; promotion is necessary.

Example:

An employee, a Polish national, aged 40, holding an engineering position with limited responsibilities and with 10 years' seniority in the Polish company that employs her, is seconded to France to provide services in the metallurgy sector.

Her classification on the date of secondment would be : Position II, coefficient 120; subject to verification that the position did not fall under one of the Level III Positions.

- Position III

Position III consists of 3 reference positions : III A (index 135), III B (index 180) and III C (index 240). The positions correspond to different functions and are independent of each other. They are not necessarily found in all companies. The classification in one of these 3 benchmark positions is made exclusively with regard to the function exercised, in particular with regard to the nature of the company, the importance of its structure and the nature of the responsibilities held in the positions, though these criteria are not, strictly speaking, decisive.

- **Position III A** : Engineer or manager exercising functions in which he or she applies not only knowledge equivalent to that attested by a diploma, but also fundamental knowledge and extensive experience in a speciality. His or her activities are generally defined by his or her supervisor, who, in some companies, may be the head of the company. His or her place in the hierarchy places him or her above any supervisors, engineers and managers who may be under his or her authority, or involves responsibilities in the scientific, technical, administrative, commercial or managerial fields requiring a large degree of autonomy of judgement and initiative within the framework of his or her remit.
- **Position III B**: Engineer or executive exercising functions in which he or she applies theoretical knowledge and extensive experience going beyond the scope of specialisation or leading to a high degree of specialisation. His or her place in the hierarchy gives him or her responsibility for one or more engineers or managers from the above-mentioned positions whose activities he or she directs and controls, or involves responsibilities in the scientific, technical, commercial, administrative or managerial fields that require a very wide autonomy of judgement and initiative.
- **Position III C**: The existence of such a position is justified only by the technical value required by the nature of the company, by the size of the establishment or by the need for coordination between several departments or activities.
The hierarchical position of an engineer or executive in this position gives him/her command over one or more engineers or executives from previous positions.

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Holding this position requires the greatest possible autonomy of judgement and initiative.
Such a classification may also result from the particular importance of the scientific, technical, commercial, administrative or managerial responsibilities entrusted to the person concerned because of the level of his or her experience and knowledge even where his or her position in the hierarchy does not meet the above definition or even those set out in benchmarks III A and III B.

Table No. 1

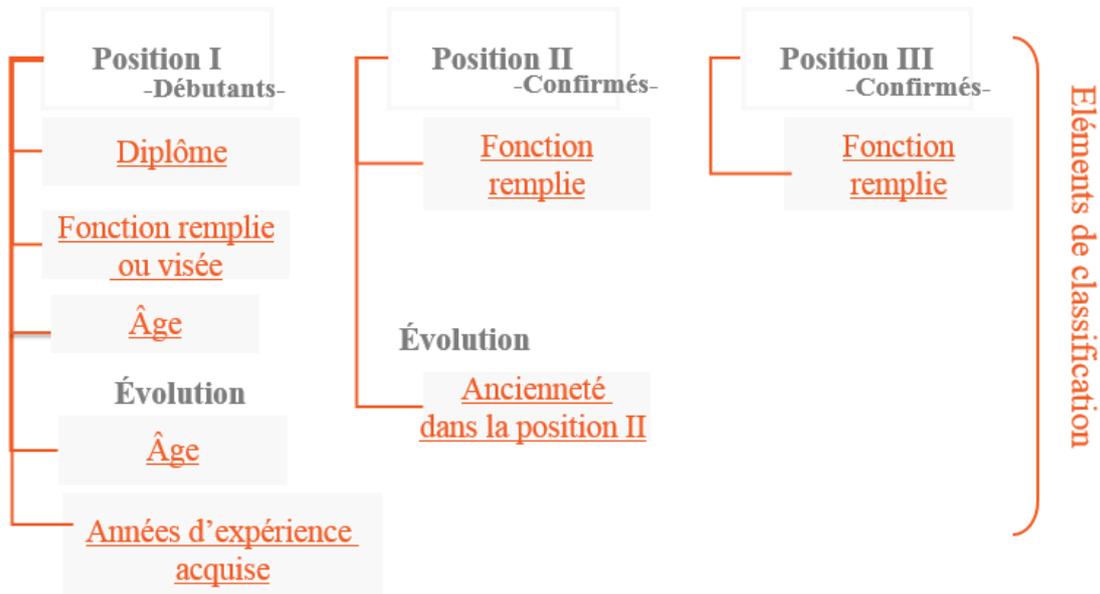


Table No. 2

POSITION I	Coefficient
21 ans	60
22 ans	68
23 ans et au-delà	76
Majoration par année d'expérience acquise au-delà de 23 ans	84 ; 92
POSITION II	100
Après 3 ans en position II dans l'entreprise	108
Après une nouvelle période de 3 ans	114
Après une nouvelle période de 3 ans	120
Après une nouvelle période de 3 ans	125
Après une nouvelle période de 3 ans	130
Après une nouvelle période de 3 ans	135
POSITION III	
Position repère III A	135
Position repère III B	180
Position repère III C	240

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ANNEX II

NATIONAL AGREEMENT OF 5 FEBRUARY 2020

ON THE SCALE OF GUARANTEED MINIMUM WAGE PAYMENTS OF ENGINEERS AND MANAGERS

AS OF THE YEAR 2020

[excerpts]

(...), the signatories have agreed as follows.

Article 1: Scope of application

The present agreement, drawn up pursuant to Article L. 2231-1 of the Labour Code, applies to undertakings in the Metal Production and Processing industries defined by Annex I to the National Collective Agreement for Engineers and Managers in the Metallurgical Industry of 13 March 1972 as amended.

Article 2: Scales of minimum annual salaries as of 2020

(...)

By way of derogation from the method of calculating the guaranteed minimum wages of metalworking engineers and managers used since the conclusion of the collective agreement, corresponding to the product of a single point value multiplied by the grading coefficient, the amount of the guaranteed minimum wage applicable to coefficient 60 shall be fixed at the amount of the guaranteed minimum wage applicable to coefficient 68.

I. Scale for an hourly package over the year of more than 1,607 hours and no more than 1,767 hours

The scale of guaranteed minimum annual salaries as of 2020, for an annual working time of between 1,607 and 1,767 hours at most, including the solidarity day provided for in Article L. 3133-7 of the Labour Code, as part of a lump sum in hours over the year, is set as follows:

60 and 68	€ 22,731
76	€ 25,405
80	€ 26,742
84	€ 28,080
86	€ 28,748
92	€ 30,754
100	€ 33,428
108	€ 36,102
114	€ 38,108

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120	€ 40,114
125	€ 41,785
130	€ 43,456
135	€ 45,128
180	€ 60,170
240	€ 80,227

The scale in the previous paragraph includes the 15% increase provided for this type of lump-sum payment by Article 13 of the National Agreement of 28 July 1998 on the organisation of work in the metalworking industry, as amended 29 January 2000.

Exceptionally, in companies subject to the legal working week of 35 hours, when an engineer or executive has concluded a lump-sum agreement with his or her employer in terms of hours per month, as provided for in Article L. 3121-56 of the Labour Code, on a monthly average basis of at least 160 hours, his or her lump-sum remuneration may not be less than the minimum wage corresponding to the classification of the person concerned and provided for by this scale, which includes the solidarity day provided for in Article L. 3133-7 of the Labour Code.

This scale does not apply to lump-sum agreements which, maintaining a weekly breakdown of working hours, merely include the payment of overtime in the monthly pay, under the conditions reaffirmed in Article 12 of the National Agreement of 28 July 1998, as amended, on the organisation of work in the metalworking industry.

II. Scale of principle for a weekly working time corresponding to the legal working time of 35 hours

The scale of guaranteed minimum annual salaries as of 2020, for an effective working week of 35 hours, on a monthly basis of 151.66 hours, is set as follows:

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60 and 68	€ 19,766
76	€ 22,092
80	€ 23,254
84	€ 24,417
86	€ 24,998
92	€ 26,742
100	€ 29,068
108	€ 31,393
114	€ 33,137
120	€ 34,881
125	€ 36,335
130	€ 37,788
135	€ 39,242

As the above scale sets annual guarantees of minimum pay for the working time in question, the values of the said scale will be adjusted according to the actual working time applicable to the engineer or manager.

III. Scale for an hourly package over the year of more than 1,767 hours and no more than 1,927 hours

The scale of guaranteed minimum annual salaries as of 2020, for an annual working time of between 1,767 and 1,927 hours, including the solidarity day provided for in Article L. 3133-7 of the Labour Code, as part of a lump sum in hours over the year, is set as follows:

60 and 68	€ 25,696
76	€ 28,719
80	€ 30,231
84	€ 31,742
86	€ 32,498
92	€ 34,765
100	€ 37,788
108	€ 40,811
114	€ 43,079
120	€ 45,346
125	€ 47,235

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130	€ 49,125
135	€ 51,014
180	€ 60,170
240	€ 80,227

The scale in the previous paragraph includes the 30% increase provided for this type of lump-sum payment by Article 13 of the national agreement of 28 July 1998 on the organisation of work in the metalworking industry, as amended 29 January 2000.

This scale does not apply to lump-sum agreements which, maintaining a weekly breakdown of working hours, merely include the payment of overtime in the monthly pay, under the conditions set out in Article 12 of the National Agreement of 28 July 1998, as amended, on the organisation of work in the metalworking industry.

IV. Scale for a lump-sum payment in days per year

The scale of guaranteed minimum annual pay from 2020, based on 218 days and including the solidarity day provided for in Article L. 3133-7 of the Labour Code, for full-time engineers and managers regardless of the number of days over the year provided for in the employment contract, as part of a lump-sum payment in days over the year, is set as follows, without prejudice to the provisions of Article 2 of the National Agreement of 29 January 2000 on the provisional revision of classifications in metallurgy:

60 and 68	
76	
80	€ 30,231
84	€ 31,742
86	€ 32,498
92	€ 34,765
100	€ 37,788
108	€ 40,811
114	€ 43,079
120	€ 45,346
125	€ 47,235
130	€ 49,125
135	€ 51,014
180	€ 60,170

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240	€ 80,227
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The scale in the previous paragraph includes the 30% increase provided for this type of lump-sum payment by Article 14 of the National Agreement of 28 July 1998 on the organisation of work in the metalworking industry, as amended 29 January 2000.

Unless the engineer or executive is employed on a full-time basis regardless of the number of days stipulated in the employment contract, the above scale fixing minimum annual salary guarantees for 218 days per year of actual work, the values of the said scale will be adjusted according to the number of days or half days of actual work stipulated in the engineer's or executive's employment contract.

V. Scale for a package without time reference

The scale of guaranteed minimum annual pay from 2020, for a flat rate without hourly reference including the solidarity day provided for in Article L. 3133-7 of the Labour Code, is set as follows, without prejudice to the provisions of Article 2 of the National Agreement of 29 January 2000 on the provisional revision of classifications in metallurgy:

60 and 68	
76	
80	€ 45,128
84	€ 45,128
86	€ 45,128
92	€ 45,128
100	€ 45,128
108	€ 45,128
114	€ 45,128
120	€ 45,346
125	€ 47,235
130	€ 49,125
135	€ 51,014
180	€ 60,170
240	€ 80,227

The scale in the previous paragraph includes the 30% increase provided for this type of lump-sum payment by Article 15 of the National Agreement of 28 July 1998 on the organisation of work in the metalworking industry, as amended by the rider of 29 January 2000.

Collective agreement sheet for engineers and managers in the metallurgy sector

Article 3: Application of the rates

In the case of minimum annual salaries, an engineer's or manager's account will be checked at the end of the year or, if he or she leaves the company during the year, at the end of his or her employment contract.

The values provided for in the above scales shall be applicable *pro rata temporis* in the event of an entry into service, a change in classification, a suspension of the employment contract, a departure from the company, as well as in the event of temporary replacement under the conditions of Article 25 of the national collective agreement for engineers and managerial staff in the metallurgy sector.

For the application of Article 21 of the national collective agreement for engineers and professional and managerial staff in the metallurgy sector, the value of the index point shall be determined exclusively by dividing, by an index value of 100, the value of the minimum annual pay provided for the said index by the scale applicable to the engineer or professional or manager in question.

(...)