collective bargaining agreement for the metallurgy sector

a new impetus for the industry

Consolidated version of 20 February 2026

UIMM

LA FABRIQUE DE L'AVENIR

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The parties concerned are therefore invited to refer exclusively to the French version of the collective agreement for any legal interpretation or application.

French National Collective Bargaining Agreement for the Metallurgy Sector of 7 February 2022

amended by

the Addendum of 1 July 2022, and by

the Addendum of 30 September 2022, and by

the Addendum of 11 July 2023, and by

the Addendum of 03 November 2023, and by

the Addendum of 10 June 2024

the Addendum of 20 February 2026

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PREAMBLE

Amended by the Addendum of 30 September 2022 to the French National Collective Agreement ("CCN") of 7 February 2022 – Art. 1.

From the beginning of the 20th century, the sector's social partners sought, through collective bargaining – which back then was not very structured from a legal perspective – to align the respective interests of employees and companies, with the shared conviction that only a strong and competitive industry can create jobs.

The metallurgy sector, which encompasses a considerable number of employees and companies engaged in a wide range of industrial activities, has contributed to the French social model. Many of the advances in employment standards implemented in the metallurgy sector have become fundamental rights for all sectors of the economy.

After the entry into force of the Act of 11 February 1950, sectoral collective bargaining grew in momentum. Due, in particular, to the historical location of industrial sites, this sectoral collective bargaining was exclusively territorial, in order to take into account the significant industrial and economic differences that existed at the time between the French departments, or even within some of them.

From the 1970s onwards, these territorial differences began to fade. The need for uniform, simple and reliable rules then prevailed. Thus, the sector undertook, in certain areas, to negotiate national agreements that complemented the territorial collective bargaining agreements. This was the case, in particular, for the National Agreement of 10 July 1970 on monthly payments, which unified the respective positions of manual workers and clerical, technical and supervisory staff ("*ETAM*"). This was also the case for the French National Collective Bargaining Agreement for Engineers, professional and managerial staff in the Metallurgy Sector of 13 March 1972, which replaced the 'engineers and professional and managerial staff's addendums that were included in the territorial collective agreements at the time.

Since the 2000s, the profound changes in the industrial environment, whether technological, organisational, or linked to the globalisation of the economy or environmental protection, have further reinforced the need for uniform collective bargaining rules.

In industry, as elsewhere, the working environment has changed considerably: the traditional organisation of companies is being rethought in the light of new technologies and environmental challenges. The globalisation of the economy, generating ever stronger global competition, means that each player is constantly adapting to the rapid developments in jobs and skills. Companies and employees have had to adapt. Collectively agreed provisions must therefore, in turn, be adapted to these changes.

Finally, recent legislative developments have opened up new possibilities for work organisation and social dialogue for social partners – both sectoral and company-based.

Based on the observation that the sector's collective bargaining system is no longer adapted to the reality of the jobs and working environments, nor to the expectations of companies and employees in terms of quality of life and working conditions, in 2016 the signatories took on the responsibility of meeting these new challenges.

They therefore entered into national collective bargaining, aimed at modernising the sector's collective bargaining agreement system, by replacing all territorial and sectoral collective bargaining agreements, and all national agreements, with a single French national collective bargaining agreement, including a

supplementary insurance scheme and a completely new single classification grid, applicable to all employees.

Sectoral collective bargaining fulfils a dual regulatory function: that of labour standards and that of competition between the various industrial sectors that make up the sector. Neither the law nor company bargaining can fulfil both of these essential functions. By means of this national collective bargaining agreement, the signatories intend to revitalise sectoral collective bargaining. This agreement, which is based on a broad consensus, will also facilitate and enrich social dialogue, in the sector at its territorial level as well as in companies, with the women and men who make companies successful.

Beyond the provisions that apply directly to all employees in the sector, the collective bargaining agreement defines guidelines, tools or methods, which companies are invited to take on board, to develop social dialogue and allow employees to build real vocational development projects in a quality working environment.

This national collective bargaining agreement is an illustration of the signatories' desire to build a simpler, more accessible, fairer, socially and economically more efficient collective bargaining framework, to aid the development and excellence of the industry.

PART I. GENERAL PROVISIONS

Chapter 1. Scope of the sector and scope of application

Article 1. Scope of the sector

The scope of a professional sector is made up of a set of coherent economic activities. For the metallurgy sector, this scope currently covers all the economic activities referred to in the National Agreement of 16 January 1979 on the scope of application of national metallurgy agreements. It is likely to evolve, particularly due to the restructuring of professional sectors, and thus to cover other economic activities.

The metallurgy sector is unique. Its geographical scope covers the entire national territory.

The scope of the sector differs from the scope of application of the national collective bargaining agreement and the autonomous sectoral collective bargaining agreements. This national collective bargaining agreement and these autonomous sectoral collective bargaining agreements may, in fact, have a more restricted territorial or professional scope of application than the scope of the sector.

The scope of the sector is also distinguished from the scope of statutory representation of its stakeholders. The latter are, on the one hand, employers' organisations and, on the other hand, the representative trade unions, which have the statutory purpose of acting, at the national or territorial level, within the scope of this sector.

Article 2. Scope of application of the national collective bargaining agreement

Article 2.1. Scope of professional application

This national collective bargaining agreement applies to companies whose activity is covered by the National Agreement of 16 January 1979 on the scope of application of national metallurgy agreements.

Article 2.2. Scope of territorial application

This national collective bargaining agreement applies in mainland France.

Article 2.3. Employees concerned

This national collective bargaining agreement applies to all employees of the companies referred to in Article 2.1 of this Agreement.

It does not apply to sales representatives who fall under the legal status of travelling sales representatives ("VRP") defined by Articles L. 7311-1 et seq. of the French Labour Code. However, certain provisions of this Agreement may be applicable to these employees, provided that this is expressly stated.

It also does not apply to home-based workers as defined by Articles L. 7411-1 of the French Labour Code. However, certain provisions of this Agreement may be applicable to these employees, provided that this is expressly stated.

Chapter 2. Length of service

Article 3. Definition of length of service

The definition of length of service referred to in this article applies to the rights and obligations related to length of service, provided for in these collectively agreed provisions.

The employee's length of service begins from the date of hiring under the current employment contract. In the case of a tripartite transfer agreement, the length of service begins from the date of hiring by the first company.

In addition, the following are taken into account:

- the duration of previous employment contracts entered into with the same company, including open-ended project or operation-based contracts ("*contrats de chantier ou d'opération*");

- the duration of the assignments carried out by the employee in the company before their recruitment by the company under a temporary agency work contract entered into in application of Article L. 1251-1 of the French Labour Code or an open-ended temporary agency work contract entered into in application of Article L. 1251-58-1 of the French Labour Code;

- periods of suspension of the employment contract.

Chapter 3. Affirmation of the sector's principles in terms of social dialogue

A dynamic and constructive social dialogue is a driver of social and economic progress. Such social dialogue cannot be conducted without respecting certain essential principles to ensure quality exchanges.

The signatories of this Agreement agree on the importance of strictly respecting freedom of opinion, freedom of association and the principle of non-discrimination, which apply to both employees and employers. Such principles form the basis of free speech, which is essential for building a diverse and fruitful dialogue.

Considering the decisive role of elected or appointed employee representatives in building social dialogue, the regulations in force grant specific protection to these employees. The signatories recall the interest of such a protective status, which guarantees a virtuous social dialogue.

Finally, it is essential that the various stakeholders in the negotiation, as well as the employees of the companies concerned, are aware of the content of the applicable collectively agreed provisions. The signatories make available to all stakeholders in the social dialogue, in the sector and in the company, a space, on a website administered by the UIMM (Union of Metallurgy Trades and Industries), dedicated to the collective agreement texts applicable in the metallurgy sector.

Chapter 4. Affirmation of the sector's principles in terms of employment, training, working conditions, disability and equality at work

Article 4. Affirmation of the sector's principles in terms of health, safety, quality of life and working conditions

The quality of life and working conditions, of which health and safety at work are one aspect, is a factor in the health and personal fulfilment of employees. At the collective level, quality of life and working conditions are decisive factors in the company's performance. They contribute to the cohesion, sustainability and development of companies in the metallurgy sector. Thus, a commitment in this area is a necessity to ensure sustainable competitiveness. It guarantees a balanced model of development in the economic, social and environmental fields.

The signatories of this Agreement invite the company's stakeholders to become aware of the potential impact of their activities on the natural environment, including water, air, soil, and energy consumption.

This agreement proposes a link between occupational health and safety policies and a more comprehensive approach to quality of life and working conditions in the company. This is becoming an important issue in social dialogue that is taking shape within the framework of staff representative bodies and

company negotiations, but also within the framework of a constructive direct participation of employees (“*dialogue professionnel*”) and their superiors.

Health, safety and quality of life and working conditions are part of the broader issues of corporate social responsibility. By promoting a policy of preventing occupational risks and improving quality of life and working conditions, the signatories are preparing for the future.

The signatories have decided that an autonomous agreement will expand on these topics, setting out the principles of an approach to improving health, safety and quality of life and working conditions. The respective roles of the various stakeholders, organisations and bodies of the company and the sector will be presented. The agreement will provide guidance on the main actions to be taken in relation to health and quality of life and working conditions and will identify the main known risks in the metallurgy sector.

Article 5. Affirmation of the sector's principles in terms of job and vocational training

Placed at the heart of a globalised, competitive and constantly changing market, industrial companies and their employees must constantly maintain their level of skills and qualifications, and constantly innovate to meet demographic, technological and environmental challenges, as well as those of research and development, investment, and adaptation challenges to changing jobs.

The signatories of this Agreement note that the solutions to these challenges involve regularly adapting the employment /training policy and the actions to be implemented. To this end, they have decided to refer the negotiation of the sector's collective bargaining agreement system on employment and vocational training to an autonomous agreement which shall set out the guidelines for the main actions to be carried out.

The priority is to implement a sectoral, learning and vocational training policy to promote employment, by creating a favourable framework that enables industrial companies, in particular small and medium-sized enterprises, to obtain the skills they need to implement their strategy and improve their competitiveness, and employees, taking into account their personal aspirations, to maintain and develop their skills and qualifications, and to secure professional mobility, in particular through access to certified training courses.

In addition, the signatories recall their deep commitment to social dialogue with regard to employment and vocational training, expressed in companies, in the sector at national or regional level, or in an inter-industrial framework with the aim of sharing a genuine inter-industrial employment/training policy.

Article 6. Affirmation of the sector's principles of equal treatment of employees and the prevention of discrimination

The signatories of this Agreement are committed to respecting the principles of non-discrimination and equal treatment of employees. The employer's decisions are made on the basis of professional criteria and not on personal considerations, based on elements external to work. Only certain differences in treatment which meet an essential and determining occupational requirement are possible, provided that the objective is legitimate and the requirement proportionate.

As such, no employee may be excluded from a recruitment procedure or from access to an internship or a period of in-company training for one of the reasons referred to in the legal provisions in force.

In addition, the signatories recall that no employee may be penalised, dismissed or subjected to a discriminatory measure, either direct or indirect, for a discriminatory reason prohibited by the legislation in force and especially in the areas of remuneration, training, redeployment, classification or professional promotion.

Disputes are settled in accordance with the terms and conditions provided for by the legal provisions in force.

Article 7. Affirmation of the metallurgy sector's principles in terms of equality at work

The signatories of this Agreement are convinced that the diversity of backgrounds and the complementarity of approaches are real assets for the company, its growth and its social dynamism.

The social issue of diversity is a priority for the sector, in particular, to deconstruct and demystify

stereotypes, and to support employees, and in particular women, to seize the opportunity to contribute and develop their skills within the industry.

The signatories recall that gender equality in the workplace is a priority for the sector. They share the view that the most effective actions are those implemented directly at the level of each company, in particular, by negotiating collective bargaining agreements or defining action plans in this area.

To this end, they encourage companies to develop a culture that takes diversity into account and to make all employees, especially team leaders, aware of the principles and practices of non-discrimination related to sex, gender identity or pregnancy, particularly in terms of recruitment, remuneration, training, assignment, qualifications, classification, professional promotion or transfer.

With regard to equality at work, the signatories are committed to proposing measures to promote, develop and guarantee the principles of diversity and equal opportunities, which are essential values of the sector, and to continue their efforts in this area.

The signatories thus wish to give new impetus to the sector's policy, both in favour of equality at work and the elimination of pay gaps between women and men.

Disputes are settled in accordance with the terms and conditions provided for by the legal provisions in force.

Article 8. Affirmation of the sector's principles with regard to disability

Aware of the role of the sector with regard to disability, the signatories of this Agreement have decided to implement a sustainable policy to promote professional integration, vocational training and employment of people with disabilities. The policy of integration, job retention and disability prevention, and the actions it determines, are embodied in the collectively agreed provisions in force in the field of disability provided for in an autonomous agreement.

To this end, the signatories set themselves the goal of supporting and raising awareness among companies, regardless of their size, with a view to promoting the integration, job retention and career development of people with disabilities. In this context, they will pay particular attention to preventing employees from leaving the labour market, the detection of work situations and professional environments that may affect the health of employees, or that may jeopardise their continued employment in metallurgy companies.

In addition, the signatories affirm their deep commitment to applying the principle of non-discrimination and equal treatment, whether in terms of access to employment, access to vocational training or career development for people with disabilities.

PART II. PRINCIPLES, PHILOSOPHY AND ARCHITECTURE OF THE SECTOR'S COLLECTIVE BARGAINING AGREEMENT SYSTEM

Chapter 1. The professional metallurgy sector

Article 9. The role of the sector: vision and ambition

Through dialogue and negotiation between employers' organisations and trade unions, the sector is the appropriate level at which to develop a shared vision and ambition for the employers and employees it represents.

In this perspective, the joint action of the social partners in the metallurgy sector pursues the following objectives:

1° to promote the attractiveness, development and performance of companies in the sector, and therefore employment, taking into account the economic and employment challenges facing these companies;

2° to promote a strong, competitive, prosperous and socially innovative industry to the various stakeholders in the political, economic and employment spheres;

3° to help regulate competition between companies falling within the area of application of the national collective bargaining agreement and autonomous sectoral collective bargaining agreements, pursuant to Article L. 2232-5-1, 2 of the French Labour Code, in accordance with the purpose of the trade unions of which it is composed, as defined in Article L. 2131-1 of the French Labour Code;

4° to anticipate and support the needs of companies and employees;

5° to develop attractive working environments for employees, in particular by providing, within the framework of collective bargaining, employment guarantees specific to the sector;

6° to guide public policy, particularly in the social field, in a way that is favourable to the development of the industry and its jobs;

7° to promote effective economic and social dialogue at various sector levels and within companies;

8° to promote employee job retention, taking into account the development of the sector's jobs and the labour market.

Article 10. The means to achieve this

In order to give substance to the sector's role, vision and ambition, the sector's social partners have the tools of collective bargaining and other forms of social dialogue.

Article 10.1. Sectoral collective bargaining: a frame of reference

Sectoral collective bargaining ensures consistency of the rules applicable in the field of labour relations within the companies of the sector, through a body of standards common to these companies. This body of standards includes provisions whose binding force is determined by the signatories.

The signatories to this Agreement recall that the legitimacy of this body of standards is based on that of the parties who are its signatories. In accordance with the law, this legitimacy, for the party representing the

employees, results from the electoral support of each of the representative trade union organisations at the time the collective bargaining provisions forming this body of rules were concluded.

Article 10.1.1. The purpose of sectoral collective bargaining

The guarantees provided to employees by collective bargaining contribute to promoting the attractiveness of the sector. They also allow the professional sector to play its role as a social regulator.

The body of sectoral collectively agreed provisions defines the conditions of employment, vocational training and work of employees, as well as their employment guarantees.

This body of provisions includes rights and obligations for employees and employers, as well as the rights and obligations that employers' organisations and trade unions establish for themselves under these provisions.

It also includes provisions enabling companies, even in the absence of a collective agreement concluded at company level, to benefit from arrangements whose implementation is, under the law, conditional upon the conclusion of a collective agreement.

Article 10.1.2. The binding force of sectoral collectively agreed provisions

The body of collectively agreed standards for the sector determines the binding force of each of its provisions.

In particular, it distinguishes between mandatory provisions within the meaning of Article L. 2253-2 of the French Labour Code, i.e. those from which a company agreement cannot derogate in a way that is less favourable to employees, as opposed to provisions that can be derogated from, i.e. those from which a company agreement may derogate to the detriment of employees. The body of collectively agreed standards also distinguishes between mandatory provisions within the meaning of Article L. 2252-1 of the French Labour Code, i.e. those from which a sectoral agreement covering a narrower territorial or professional scope may not derogate in a way that is less favourable to employees.

The signatories agree to determine the mandatory provisions as and when they conduct negotiations.

Furthermore, and irrespective of the above, this body of standards distinguishes between non-supplementary sectoral collectively agreed provisions, which apply regardless of the collectively agreed provisions applicable in the company, and supplementary sectoral collectively agreed provisions, which apply only in the absence of a company agreement with the same purpose.

The purpose of the supplementary sectoral provisions is to allow company agreements to define--according to the specificities of the company, its needs or its environment--a more appropriate balance than that negotiated at sectoral level. These provisions therefore apply to companies that have not entered into a company-wide collective agreement with the same purpose. They constitute, in any event, a reference framework for company negotiations.

Article 10.2. Other forms of social dialogue

Social dialogue also allows for exchanges between sectoral stakeholders on the subjects they deem useful, within the framework they determine.

It is pertinent, in particular, for topics such as the economy and technologies, work and its evolution, employment and vocational training, the monitoring of company collective bargaining, or the monitoring and evaluation of sectoral collective bargaining agreements.

It may also help to prepare for or support sectoral collective bargaining.

It is organised at the most appropriate level – national, regional or territorial – and in a way that allows for effective exchanges, depending on its objectives.

Sectoral social dialogue can pursue, depending on the case:

1° an objective of consultation: this involves organising exchanges of information between the social partners, where appropriate on the basis of observations or prospective, economic and labour work;

2° a steering objective, in order to guide the actions of internal and external stakeholders within the sector;

3° an objective of developing and managing joint tools and shared resources, particularly in the areas of

employment and continuing vocational training;

4° an objective of monitoring and interpreting the sector's collectively agreed provisions.

Chapter 2. The architecture of the metallurgy sector's collective bargaining agreement system

The purpose of this chapter is to enable streamlined application of the collectively agreed provisions to companies in the sector, taking into account the following three bargaining levels:

- sectoral collective bargaining at the national level;

- sectoral collective bargaining at the territorial level (regional, departmental or local);

- institutional, company, group or inter-company collective bargaining– for companies falling within the scope of the metallurgy collective bargaining agreements.

Article 11. The principles of the architecture

Amended by the Addendum of 30 September 2022 to the French National Collective Agreement ("CCN") of 7 February 2022 - Art. 2.

The architecture of the metallurgy sector's collective bargaining agreement system is organised according to the following principles:

1° it ensures the consistency of the sectoral provisions entered into at the various territorial, national or sectoral levels;

2° it allows, under the conditions defined by the national sectoral agreements, the application, adaptation or completion, at the territorial level, at the sectoral level and at the company level, of the national collectively agreed provisions;

3° it promotes innovation and allows for collective bargaining experiments.

Article 12. The national collective bargaining agreement

The purpose of the national collective bargaining agreement is to streamline the sectoral collectively agreed provisions applicable across the entire national territory. It contains the necessary provisions for its extension.

It is negotiated at national level and entered into for an indefinite period.

Article 13. Autonomous collective bargaining agreements

Amended by the Addendum of 30 September 2022 to the French National Collective Agreement ("CCN") of 7 February 2022 - Art. 3.

Autonomous collective bargaining agreements are on one or more topics falling within the purpose of collective bargaining.

Autonomous agreements may be entered into for a fixed or indefinite period. If it has been entered into for an indefinite period, each of them may be terminated independently of the other autonomous agreements and the national collective bargaining agreement.

Autonomous agreements may be entered into at national, territorial or sectoral level.

Article 14. The distribution of provisions between the national collective bargaining agreement and autonomous national collective bargaining agreements

The national collective bargaining agreement is characterised by the stability of the rules, principles and guarantees it contains.

Autonomous national collective bargaining agreements relate to rules that may change due to political, economic or employment issues.

The collectively agreed provisions are distributed between the national collective bargaining agreement and the autonomous national agreements during each negotiation, according to the principles provided for in this article.

Article 15. The articulation of standards within the sector

Amended by the Addendum of 30 September 2022 to the French National Collective Agreement ("CCN") of 7 February 2022 - Art. 4.

In order to guarantee better legal certainty for companies and employees, national and territorial negotiations ensure consistency and readability of the various sector standards.

To this end, these negotiations must not lead to conflicting standards. The aim is to avoid difficulties for companies and employees in determining the applicable standard, when several collectively agreed provisions, drawn up in the sector at different levels, have the same purpose.

To this end, territorial and sectoral negotiators conclude autonomous agreements that respect the collectively agreed provisions, which have a national scope.

Chapter 3. Collective bargaining experiments

The purpose of this chapter is to define, within the sector, the framework for implementing collective bargaining experiments.

Article 16. Definition

Amended by the Addendum of 11 July 2023 to the French National Collective Agreement ("CCN") of 7 February 2022 - Art. 1.

The purpose of the "collective bargaining experiments" clauses is to encourage, or even organise, initiatives taken by the various stakeholders in the sector–in particular companies, employers' organisations and employee trade unions–to monitor their implementation and assess their effectiveness, prior to their potential generalisation or permanent adoption.

In particular, these clauses may allow agreements with a more limited scope to have recourse to certain mechanisms or practices that these clauses determine.

Article 17. Terms of implementation

Amended by the Addendum of 11 July 2023 to the French National Collective Agreement ("CCN") of 7 February 2022 - Art. 2.

The "collective bargaining experiments" clauses specify the objectives they pursue. They stipulate the duration of the experiment.

These clauses set out, where appropriate, the conditions for informing or consulting employee representatives on implementing the experiment in the company.

They set out a joint system for monitoring and evaluating their effects. When the experiment is provided for by a national provision, and unless otherwise provided, this monitoring and evaluation are carried out by the sub-committee for the observation of collective bargaining defined in Article 20.3.1 of this Agreement.

These clauses also provide for the terms and conditions for terminating the experiment.

Article 18. End of the experiment

At the end of the experiment or at the end of its term, and unless there is a collectively agreed provision providing for its generalisation or perpetuation, the collectively agreed provisions whose application had been excluded shall apply again automatically, insofar as they have not been challenged elsewhere.

PART III. GOVERNANCE OF SECTORAL SOCIAL DIALOGUE

In the metallurgy sector, social dialogue exists on two levels.

At the national level, social dialogue takes place between the national sectoral employers' organisation(s) and the representative trade unions in the sector.

At the territorial level, it takes place between the territorial employers' organisations ("*chambres syndicales*") of the metallurgy sector and the representative trade unions in the sector.

The purpose of this chapter is to define the rules applicable to the bodies necessary for the existence, at each of these levels, of social dialogue in the metallurgy sector.

The representatives of the employee trade unions who are members of the joint committees provided for in this Part of the agreement are appointed by the national federations.

Chapter 1. Joint sectoral bodies relating to bargaining, interpretation, conciliation and economic dialogue

Section 1. At the national level: the Permanent joint committee for bargaining and interpretation in the metallurgy sector ("CPPNI")

Pursuant to Article L. 2232-9 of the French Labour Code, a permanent joint committee for bargaining and interpretation in the metallurgy sector ("CPPNI") must be set up in each sector. As the metallurgy sector constitutes a unique sector, the "CPPNI" for the metallurgy sector is set up at the national level.

Article 19. The missions of the permanent joint committee for bargaining and interpretation in the metallurgy sector ("CPPNI") for the metallurgy sector

The missions "CPPNI" for the metallurgy sector are both that provided for by law, and that assigned to it by the signatories of this Agreement.

Article 19.1. Collective bargaining

Pursuant to Article L. 2261-19 of the French Labour Code, the "CPPNI" is the body within which the national collective bargaining agreement and the autonomous sectoral collective bargaining agreements likely to be extended are negotiated and concluded.

The annual drafting of the sector's collective bargaining agenda, under the conditions provided for in Article 20.2.1 of this Agreement, makes it possible to organise sectoral collective bargaining at national level.

Article 19.2. Observation of collective bargaining

The role of the "CPPNI" in observing collective bargaining covers the following missions:

1° the missions entrusted to the collective bargaining observatory under Article L. 2232-10 of the French Labour Code, i.e. the observation of collective bargaining agreements entered into by companies in the metallurgy sector;

2° drafting of the annual activity report, referred to in Article L. 2232-9 II 3 of the French Labour Code, including the review of company agreements relating to working time, the distribution and

adjustment of working hours, daily rest and public holidays, leave and the time savings account, in particular the impact of these agreements on the working conditions of employees and on competition between companies in the sector and, where applicable, recommendations intended to respond to the difficulties identified, the review of the sector's action to promote gender equality in the workplace, in particular in terms of classifications, the promotion of gender diversity in jobs and the drawing up of professional qualification certificates, figures on the distribution and nature of positions between women and men, as well as the review of the tools made available to companies to prevent and take action against sexual harassment and acts of sexism;

3° monitoring the metallurgy sector's collective bargaining agreement system, in particular with regard to compliance with the principles of its architecture referred to in Article 11 of this Agreement;

4° monitoring the application of sectoral collective bargaining agreements entered into at the national level, unless otherwise provided in the collective bargaining agreement;

5° monitoring working conditions and employment in the sector, in application of Article L. 2232-9 II 2 of the French Labour Code.

Article 19.3. Interpretation of sectoral collectively agreed provisions

Article 19.3.1. Request for interpretation from a court

The "CPPNI" is, in accordance with Article L. 2232-9 of the French Labour Code, the competent

body to issue an opinion, at the request of a court of law, on the interpretation of the national collective bargaining agreement and the autonomous collective bargaining agreements entered into in the metallurgy sector, drawn up under the conditions referred to in Article L. 441-1 of the French Code of Judicial Organisation.

The CPPNI" meets during the month following the date the matter is referred to it. If the request relates to a sectoral collectively agreed provision entered into at the territorial level, the "CPPNI" must meet within forty-five calendar days of the date the matter is referred to it. In order to facilitate compliance with these time limits, if necessary, this issue is added to the agenda of one of the meetings provided for in the provisional schedule drawn up within the framework of the collective bargaining agenda referred to in Article 20.2.1 of this Agreement.

If this request relates to a sectoral collectively agreed provision entered into at the territorial level, the "CPPNI" consults the relevant joint territorial bargaining committee ("CPTN"), referred to in subsection 2. To this end, the "CPPNI" secretariat shall send, as quickly as possible and electronically, the request for interpretation from the court to "CPTN". The latter shall meet in the month following the date this request is sent.

The interpretative addendum entered into within the framework of the "CPTN", or the opinion it issues, is sent to the "CPPNI" electronically and as quickly as possible or, failing that, by any other means. In the opinion that it sends to the court at the origin of the request for interpretation, the "CPPNI" is bound by the interpretative addendum or the opinion issued by the "CPTN".

Article 19.3.2. Other requests for interpretation

Apart from the case provided for in Article 19.3.1 of this Agreement, a case may be referred to "CPPNI" by one of its constituent organisations.

Any request for interpretation of a sectoral collective bargaining agreement must be reasoned and sent, electronically, to the "CPPNI" secretariat, under the conditions determined by the internal regulations referred to in Article 20.5 of this Agreement.

The "CPPNI" is the body, to the exclusion of any other, that is competent to interpret the collective bargaining agreement and the autonomous sectoral collective agreements entered into at the national level.

The "CPPNI" shall meet during the month following the date the matter is referred to it.

Article 19.3.3. Conditions for interpretation of national provisions

Amended by the Addendum of 11 July 2023 to the French National Collective Agreement ("CCN") of 7 February 2022 - Art. 3.

Insofar as possible, the members of the "CPPNI" prioritise concluding an interpretative addendum to the

disputed provision. The interpretative addendum does not add to or detract from the disputed provision, and therefore does not modify it. It applies retroactively to the date of entry into force of the provision it interprets.

The interpretative addendum is concluded unanimously by the UIMM (Union of Metallurgy Trade and Industries) and the employee trade unions which sign or adhere to the agreement containing the disputed provision, on condition that these trade unions together reach the minimum threshold of votes cast, referred to in Articles L. 2232-6 and L. 2232-7 of the French Labour Code, required to conclude a collective bargaining agreement.

Otherwise, the interpretative addendum is concluded by the UIMM and the representative trade unions under the conditions provided for in Article L. 2261-7, II, of the French Labour Code.

In the absence of an interpretative addendum, the members of the "CPPNI" may issue an interpretative opinion on the disputed provision. This opinion is adopted by a simple majority of the votes cast by the UIMM and by the representative trade unions which have signed or adhered to the agreement containing the disputed provision. As such, each of these representative trade unions, which have signed or adhered to the agreement, has one vote. The UIMM has a number of votes equal to the number of votes of all these representative trade unions which have signed or adhered to the agreement.

Article 19.4. Conciliation

The CPPNI" may be called upon, under the conditions provided for in Article 20.3.2 of this Agreement, to deal with collective labour disputes that may arise between employers and employees in the metallurgy sector, when the scale of these conflicts is national.

Article 19.5. Representation of the sector

Pursuant to Article L. 2232-9 (II) (1) of the French Labour Code, the "CPPNI" for the metallurgy sector represents the sector, in particular in supporting the companies that fall under it and vis-à-vis the public authorities.

It carries out this mission on matters not falling within the jurisdiction of the joint sector bodies with regard to employment and vocational training provided for in Chapters 2 and 3 of this Part of the agreement.

To accomplish this mission, the "CPPNI" may in particular constitute the framework within which joint letters are drawn up, signed by the UIMM and all or part of the representative trade unions, intended for the public authorities.

Article 19.6. Economic dialogue

The purpose of economic dialogue is to exchange economic information between the UIMM and the representative trade unions, on the basis, where appropriate, of studies, observations or works.

Article 20. The operation of the permanent joint committee for bargaining and interpretation in the metallurgy sector ("CPPNI")

Article 20.1. Composition of the permanent joint committee for bargaining and interpretation in the metallurgy sector ("CPPNI")

Amended by the Addendum of 11 July 2023 to the French National Collective Agreement ("CCN") of 7 February 2022 - Art. 4.

The "CPPNI" is composed, on the one hand, of professional representative employer organisations in the sector and, on the other hand, of representative trade unions in the sector.

It includes:

- five representatives for each of the representative trade unions in the sector;

- a number of representatives of professional representative employer organisations equal to the number of representatives of these trade unions.

Article 20.2. Meetings of the permanent joint committee for bargaining and interpretation in the metallurgy sector ("CPPNI")

In accordance with Article L. 2232-9 of the French Labour Code, the "CPPNI" is convened at least three times a year, without prejudice to the meetings provided for in Article 20.2.1 and Article 20.2.2 of this Agreement.

Article 20.2.1. Collective bargaining agenda meeting

Each year, a meeting of the "CPPNI" is devoted to drawing up the collective bargaining agenda.

The purpose of this meeting is to draw up the annual list and the provisional schedule of:

- sectoral collective bargaining topics at the national level;

- priority topics for consultation to be addressed within the framework of the sectoral social dialogue at the national level, excluding employment and vocational training issues, which fall within the competence of the joint sectoral bodies responsible for employment and training provided for in Chapters 2 and 3 of this Part of the agreement.

The collective bargaining agenda distinguishes in particular between:

1° the priority collective bargaining and consultation topics for the year;

2° subjects relating to mandatory sectoral collective bargaining provided for in Articles L. 2241-1 et seq. of the French Labour Code.

Each of the representative trade unions that are members of the "CPPNI" shall send its secretariat, electronically, a list of its requests for negotiation or consultation, at least fourteen calendar days before the date of the meeting. The "CPPNI" secretariat attaches the list of these requests for negotiation or consultation to the notice of meeting.

The minutes of the meeting are drawn up by the "CPPNI" secretariat, referred to in Article 20.4 of this Agreement. They include the provisional list of mutually agreed negotiation and consultation topics, as well as the planned schedule for holding these negotiations and consultations. It is sent by its secretariat to the members of the "CPPNI".

Article 20.2.2. Economic dialogue meeting

In order to allow a better understanding of the challenges facing industrial companies and their employees, the "CPPNI" devotes at least one of its meetings each year to the economic dialogue referred to in Article 19.6 of this Agreement.

Article 20.3. The permanent joint committee for bargaining and interpretation in the metallurgy sector ("CPPNI") sub-committees and bodies

Two sub-committees and one body are set up, at the national level, within the "CPPNI", to which the latter delegates the exercise of some of its missions. The missions and operation of the joint territorial bargaining committees ("CPTN"), which constitute the "CPPNI" to negotiate at the territorial level agreements likely to be extended, are defined in section 2 below.

Article 20.3.1. The sub-committee for the observation of collective bargaining

Article 20.3.1.1. Missions

The sub-committee for the observation of collective bargaining is charged, by delegation of the "CPPNI", with the duties this Agreement referred to in Article 19.2.

The sub-committee may make proposals to facilitate compliance with the principles on which the architecture of the collective bargaining agreement system referred to in Article 11 of this Agreement is based.

As part of the mission of monitoring sectoral collective bargaining agreements concluded at the national level, it may formulate any proposal to amend the collective bargaining agreement and these agreements, in particular with regard to the development of statutory and regulatory provisions. These proposals are forwarded to the "CPPNI" secretariat with a view to drawing up the collective bargaining agenda.

The sub-committee for the observation of collective bargaining meets at least once a year.

Article 20.3.1.2. Information submitted to the sub-committee

For the metallurgy sector, the sub-committee for the observation of collective bargaining is the sole body responsible for receiving agreements relating to working time, the distribution and adjustment of working hours, daily rest and public holidays, leave and the time savings account referred to in Article L. 2232-9 II 3 of the French Labour Code.

These agreements are submitted to the "CPPNI" secretariat electronically. For this purpose, the UIMM (Union of Metallurgy Trades and Industries) has created a dedicated email address.

Under conditions and at intervals determined by the internal regulations of the "CPPNI", the UIMM (Union of Metallurgy Trades and Industries) sends an electronic copy of the collective agreements received to the trade unions which are members of the sub-committee.

Article 20.3.1.3. Annual review of collective bargaining in the metallurgy sector

The sub-committee for the observation of collective bargaining draws up an annual review on collective bargaining agreements concluded in metallurgy companies.

This review is based on quantitative and qualitative data from the company agreements submitted to the sub-committee, as well as on information collected by the Ministry of Labour for the preparation of its annual review of collective bargaining.

Article 20.3.1.4. Activity report

The sub-committee for the observation of collective bargaining draws up the annual activity report provided for in Article L. 2232-9 II 3 of the French Labour Code.

Article 20.3.2. The conciliation sub-committee

A conciliation sub-committee is set up at the national level of the metallurgy sector to help resolve collective disputes of national scope and whose stakes justify the intervention of the sector's social partners.

A matter is referred to the sub-committee by one of the member organisations of the "CPPNI".

All requests for conciliation must be sent, in electronic form, to the "CPPNI" secretariat.

The sub-committee shall meet no later than seven calendar days after the date the matter is referred to it.

Article 20.3.3. The composition of the permanent joint committee for bargaining and interpretation in the metallurgy sector ("CPPNI") sub-committees

Each "CPPNI" sub-committee is composed of:

- two representatives from each of the representative trade unions in the sector;
- an equal number of UIMM representatives.

Article 20.3.4. The joint body for quality of life and working conditions

A joint body for quality of life and working conditions ("IPQVCT") is established under the aegis of the "CPPNI". The operation of this body is governed by the autonomous collective bargaining agreement referred to in Article 4 of this Agreement.

The body is composed of:

- three representatives from each of the representative trade unions in the sector;
- an equal number of UIMM representatives.

Article 20.4. The permanent joint committee for bargaining and interpretation in the metallurgy sector ("CPPNI") secretariat

The UIMM assumes the physical task of being the "CPPNI" secretariat and each of its sub-committees and bodies.

The "CPPNI", its sub-committees and bodies are based at the UIMM.

Article 20.5. The Internal Regulations of the permanent joint committee for bargaining and interpretation in the metallurgy sector ("CPPNI")

The "CPPNI" internal regulations define in particular:

- the conditions for setting the agenda for meetings of the "CPPNI", its sub-committees and bodies;
- the conditions for sending information between the members of the "CPPNI";
- the conditions for digital communication;
- the conditions for setting meeting dates, giving priority to an annual provisional schedule.

Article 20.6. Consultation and decision-making procedures

With the exception of the opinion referred to in Article 19.3.3 of this Agreement, when an opinion from

the "CPPNI" or one of its sub-committees or bodies is required, it shall be taken by a simple majority of the votes cast. Each representative trade union in the sector has one vote. The UIMM has a number of votes equal to the number of votes of all the representative trade unions in the sector. When an opinion from the "CPPNI" or one of its sub-committees or bodies is requested within a limited period, it may be subject, if necessary, to consultation by electronic means under the conditions provided for in the internal regulations.

Section 2. At the territorial level: the joint territorial bargaining committee

In order to harmonise the procedures for social dialogue in the metallurgy sector, joint territorial bargaining committees ("CPTN") are set up at the territorial level.

Article 21. The geographical area of jurisdiction of the joint territorial bargaining committee ("CPTN")

Amended by the Addendum of 03 November 2023 to the French National Collective Agreement ("CCN") of 7 February 2022 - Art. 1.

The geographical area of jurisdiction of the joint territorial bargaining committee ("CPTN") corresponds to that appearing in Annex 8-1 of this Agreement.

For guidance purposes, the geographical scope of the former territorial collective bargaining agreements, as it may have served as a reference for determining the scope of certain territorial agreements concluded before 2024, appears in Annex 8 of this Agreement.

Article 22. The missions of the ("CPTN")

The "CPTN") is responsible for negotiating and interpreting the sectoral collectively agreed provisions at the territorial level. It is also responsible for the conciliation of collective disputes arising within its geographical area of jurisdiction.

Article 22.1. Collective bargaining

The "CPTN") is the body within which the territorial sectoral collective agreements likely to be extended in application of Article L. 2232-5-2 of the French Labour Code are negotiated and entered into.

Article 22.2. Interpretation of the collectively agreed provisions

Apart from the case provided for in Article 19.3.1 of this Agreement, the "CPTN" is the only body that is competent to interpret the sector agreements entered into within its geographical area of jurisdiction.

Article 22.2.1. Referral to the joint territorial bargaining committee ("CPTN")

For the interpretation of collectively agreed provisions, they are referred to the "CPTN" by one of the organisations of which it is composed.

Any request for interpretation of a sector agreement entered into at the territorial level must be justified and sent electronically to the "CPTN" secretariat.

The "CPTN") meets during the month following the date the matter is referred to it.

Article 22.2.2. Conditions for interpretation

Amended by the Addendum of 11 July 2023 to the French National Collective Agreement ("CCN") of 7 February 2022 - Art. 5.

Insofar as possible, the members of the "CPTN" prioritise entering into an interpretative addendum to the disputed provision. The interpretative addendum does not add to or detract from the disputed provision, and therefore does not modify it. It applies retroactively to the date of entry into force of the provision it interprets.

The interpretative addendum is concluded unanimously, by the territorial employers' organisation(s) ("*chambres syndicales*") and the trade unions which sign or adhere to the agreement containing the disputed provision, on condition that these trade unions together reach the minimum threshold of votes cast, referred to in Articles L. 2232-6 and L. 2232-7 of the French Labour Code, required to conclude a collective bargaining agreement.

Otherwise, the interpretative addendum is entered into by the territorial employers' organisation(s) ("*chambres syndicales*") party to the agreement containing the disputed provision and the representative

trade unions in the sector, under the conditions provided for in Article L. 2261-7, II, of the French Labour Code.

In the absence of an interpretative addendum, the members of the "CPTN" may issue an interpretative opinion on the disputed provision. This opinion is adopted by a simple majority of the votes cast by the territorial employers' organisation(s) ("*chambres syndicales*") that are members of the "CPTN" and by the representative trade unions that sign or adhere to the agreement containing the disputed provision. As such, each of these representative trade unions, which have signed or adhered to the agreement, has one vote. The territorial employers' organisation(s) ("*chambres syndicales*") that are members of the "CPTN" have a number of votes equal to the number of votes of all of these representative trade unions that have signed or adhered to the agreement.

Article 22.3. Conciliation

The "CPTN" can be called upon to deal with collective labour disputes which may arise, within its geographical area of jurisdiction, between employers and employees in the metallurgy sector, the stakes of which justify the involvement of the social partners.

For this purpose, a conciliation sub-committee is set up within the "CPTN").

The conciliation sub-committee is convened by one of the member organisations of the "CPTN"). It is composed of:

- two representatives for each of the representative trade unions in the sector;

- an equal number of representatives of the territorial employers' organisation(s) ("*chambres syndicales*") for the metallurgy sector whose statutory field of representation covers this area of jurisdiction.

Any request for conciliation must be sent electronically to the "CPTN" secretariat referred to in Article 23.3 of this Agreement.

The "CPTN" shall meet no later than seven calendar days after the date the matter is referred to it.

Article 23. The operation of the joint territorial bargaining committee ("CPTN")

Article 23.1. Composition of the joint territorial bargaining committee ("CPTN")

Amended by the Addendum of 03 November 2023 to the French National Collective Agreement ("CCN") of 7 February 2022 - Art. 2.

The CPTN is composed, on the one hand, of the territorial employers' organisation(s) ("*chambres syndicales*") of the metallurgy sector whose scope of statutory representation covers the geographical area of jurisdiction of the "CPTN", and, on the other hand, of the representative trade unions in the sector.

It includes:

- a maximum of four representatives for each of the representative trade unions in the sector;

In the event of a grouping of the "CPTNs", and for a period of two years from the entry into force of the addendum to this Agreement materialising such a grouping, the number of representatives shall be increased to a maximum of six. At the end of the two-year period, the national social partners shall meet to take stock of the grouping of the CPTNs, based on the information provided by the territorial social partners.

- an equal number of representatives of the territorial employers' organisation(s) ("*chambres syndicales*") for the metallurgy sector whose statutory field of representation covers this area of jurisdiction.

Article 23.2. Meetings of the joint territorial bargaining committee ("CPTN")

The joint territorial bargaining committee is convened at least once a year.

It may also be convened, up to once a year, at the request of the majority of the trade unions that are members of the "CPTN". In this case, these organisations shall submit the topic(s) they wish to discuss at this meeting to the other members of the "CPTN".

Article 23.3. The joint territorial bargaining committee ("CPTN") secretariat

The territorial employers' organisation ("*chambres syndicales*") or one of the territorial employers' organisations shall assume the physical task of being secretariat to the "CPTN".

Article 23.4. The Internal Regulations of the joint territorial bargaining committee ("CPTN")

The internal regulations of the "CPTN" define in particular:

- the conditions for setting the agenda for meetings of the "CPTN" and its sub-committee;
- the conditions for sending information between the members of the "CPTN";
- the conditions for digital communication.

Chapter 2. Sectoral national joint bodies for employment and vocational training

Section 1. National joint committee for employment and vocational training (“CPNEFP”)

Article 24. Missions

The national joint committee for employment and vocational training’s ("CPNEFP") missions are:

1° to enable reciprocal information and exchanges on the economic and employment context, the employment situation in the sector and in the industrial sectors and its foreseeable developments;

2° to define the priority guidelines for prospective observations of trades and qualifications, work-study programmes, training and professional certifications;

3° to monitor the collectively agreed provisions in force in the areas of employment and vocational training;

4° to promote the sector's employment and vocational training policy among all stakeholders involved in employment and vocational training;

5° to carry out an annual review of the operation of the Regional joint committee for employment and vocational training (“CPREFP”);

6° to provide information on the agreements signed by the UIMM in the field of guidance, employment and initial and continuing vocational training.

Article 25. Operation

Article 25.1. Composition

The "CPNEFP" is composed of:

a) five representatives appointed by each of the representative trade unions in the sector;

b) a number of representatives appointed by the UIMM equal to the number of representatives of the trade unions.

The “CPNEFP” may, if necessary, call upon external stakeholders to inform its work, in particular stakeholders from other industrial sectors.

Article 25.2. Meetings

The “CPNEFP” shall meet at least twice a year.

Article 25.3. Consultation and decision-making procedures

When an opinion from the CPNEFP, the select CPNEFP or the joint technical groups is required, it is taken by a simple majority of the votes cast.

Each representative trade union in the sector has one vote. The UIMM has a number of votes equal to the number of votes of all the representative trade unions in the sector.

When an opinion from the CPNEFP, the select CPNEFP or the joint technical groups is requested within a limited period, it may be the subject, if necessary, of an electronic consultation under the conditions provided for in the internal regulations referred to in Article 25.5 of this Agreement.

Article 25.4. Secretariat

The UIMM assumes the physical task of being secretariat to the “CPNEFP".

Article 25.5. Internal regulations

The “CPNEFP” shall define its internal regulations, which include the procedures for setting the agenda, the deadlines and procedures for sending preparatory documents, and the procedures for validating the minutes or records of decisions of the CPNEFP, the select “CPNEFP”, and the various joint technical groups.

Section 2. The select National Joint Committee for Employment and Vocational Training (“select CPNEFP”)

Article 26. Missions

Under the authority of the “CPNEFP”, the select “CPNEFP” has the missions entrusted to it by the collectively agreed provisions in force in the field of vocational training provided for in the autonomous collective agreement referred to in Article 5 of this Agreement, in particular the funding priorities of the various training schemes.

Article 27. Operation

Article 27.1. Composition

The select CPNEFP is composed of:

a) two representatives appointed by each of the representative trade unions in the sector;

b) a number of representatives appointed by the UIMM equal to the number of representatives of the trade unions.

Article 27.2. Meeting

The select CPNEFP meets as often as necessary and at least twice a year.

Article 27.3. Secretariat

The UIMM assumes the physical task of being secretariat to the select CPNEFP.

Section 3. National joint committee for employment and vocational training ("CPNEFP") joint technical groups

Three joint technical groups act by delegation of the “CPNEFP" and within the framework of the guidelines it determines:

1° a joint technical group responsible for prospective observations of jobs, skills and qualifications, known as the "Observations" joint technical group;

2° a joint technical group responsible for drawing up the professional certifications of the sector, known as the "Certifications" joint technical group;

3° a joint technical group responsible for drawing up the sector's priority guidelines in terms of work-study programmes, known as the "Work-study programme" joint technical group.

In addition, the “CPNEFP" may, if necessary, decide to set up ad hoc joint technical groups to deal with a topic it defines in the field of employment or vocational training, in particular in the area of disability. These joint technical groups act by delegation of the “CPNEFP”.

The missions of each joint technical group referred to in this article are defined by the autonomous collective agreements referred to in Article 5 and Article 8 of this Agreement.

Chapter 3. Sectoral regional joint bodies and territorial social dialogue on employment and vocational training

Section 1. Regional joint committees for employment and vocational training (“CPREFP”)

Article 28. Geographical scope of intervention

A regional joint committee for employment and vocational training (“CPREFP”) is set up in each administrative region provided for by Article L. 4111-1 of the French General Code of Local Authorities, at the initiative of the regional UIMM or the region's territorial employers' organisations (“*chambres syndicales*”), after consulting the representatives, in the region concerned, of the representative trade unions in the sector.

The local authority of Corsica falls under the “CPREFP” set up for the Provence Alpes Côte d'Azur region.

Article 29. Missions

The missions of each "CPREFP" are:

1° to enable reciprocal information and exchanges on the economic and employment context, the employment situation in the region and its foreseeable developments. In particular, it is informed, in application of Article 82.1 of this Agreement, of plans to dismiss at least ten employees for economic grounds;

2° to guide the studies and work of the "Observations" joint technical group, in particular on defining jobs facing recruitment difficulties, as well as those of the regional observatories;

3° within the framework of the collectively agreed provisions in force in the field of employment and vocational training provided for in the autonomous collective bargaining agreement referred to in Article 5 of this Agreement, to discuss the priority guidelines and results in terms of job creation, work-study programmes, training and professional certifications in the region. As such, it is informed of any open sectoral collective bargaining, within its geographical scope, relating to employment and vocational training;

4° within the framework of the collectively agreed provisions in force in the field of employment and vocational training provided for in the autonomous collective bargaining agreement referred to in Article 5 of this Agreement, to discuss the funding of work-study programmes and continuing training;

5° to promote the sector's employment and training policy in the region to all those involved in employment and vocational training;

6° to provide information on the agreements signed at regional level in the sector, in the field of guidance, employment and initial training, work-study programmes and continuing vocational training;

7° to appoint the experts, in application of Articles L. 6211-2 and R. 6251-1 of the French Labour Code, responsible for the educational monitoring of apprenticeship training leading to the award of diplomas;

8° from time to time, to discuss the measures taken to integrate and keep identified groups (people with disabilities, job seekers, etc.) in the job;

9° to create an annual report on its activity, which it sends to the "CPNEFP".

Article 30. Operation

Article 30.1. Composition

Each "CPREFP" is composed of:

a) at least three full representatives and three alternate representatives appointed, at the national level, by each representative trade union in the sector;

b) a number of full and alternate representatives appointed by the region's territorial employers' organisation(s), equal to the number of representatives of the trade unions.

Each "CPREFP" may, if necessary, call upon external stakeholders to inform its work, in particular stakeholders from other industrial sectors.

Alternate members shall sit only in the absence of full members. However, the internal regulations referred to in Article 30.3 of this Agreement may provide for the conditions under which an alternate member may participate in the meetings of the "CPREFP".

Article 30.2. Meetings

Each "CPREFP" holds at least two meetings per year.

Article 30.3. Internal regulations

Each "CPREFP" determines its internal regulations according to a template drawn up by the "CPNEFP". These internal regulations include, in particular, the terms for setting the agenda, the deadlines and terms for sending preparatory documents, and the terms for validating the minutes or records of decisions.

Article 30.4. Secretariat

The regional employers' delegation assumes the physical task of being secretariat to the "CPREFP".

Article 30.5. Consultation and decision-making procedures

When an opinion from the "CPREFP" is required, it is taken by a simple majority of the votes cast. Each representative trade union in the sector has one vote. The region's territorial employers' organisation(s) has (have) a number of votes equal to the number of votes of all the representative trade unions at the national level in the sector.

When an opinion from the "CPREFP" is requested within a limited period, it may be subject, if necessary, to an electronic consultation under the conditions provided for in the internal regulations referred to in Article 30.3 of this Agreement.

Section 2. Other forms of territorial sectoral social dialogue in the field of employment and vocational training

Article 31. Sub-regional social dialogue

The territorial employers' organisations ("*chambres syndicales*") and the representative trade unions in the sector can create any form of joint dialogue at a sub-regional level, under the conditions and with the missions they determine.

Chapter 4. Specific terms for social dialogue

Article 32. Bargaining schedule

Amended by the Addendum of 11 July 2023 to the French National Collective Agreement ("CCN") of 7 February 2022 - Art. 6.

The signatories of this Agreement note that bargaining in the metallurgy sector is dynamic, both in terms of the variety of subjects dealt with and the content of the discussions they generate. This dynamism results in particular from the freedom of the social partners to set their bargaining schedule according to the economic and employment issues they consider to be priorities, within the framework of their collective bargaining agenda referred to in Article 20.2.1 of this Agreement.

The signatories consider that the frequency of mandatory sectoral collective bargaining, as set out in Articles L. 2241-7 et seq. of the French Labour Code, sometimes leads to disruption in the way these mutually agreed subjects are handled, without always bringing more clarity or relevance to their discussions.

Article L. 2241-4 of the French Labour Code authorises the social partners, at sector level, to adapt the frequency of mandatory bargaining to their specific needs. The signatories wish to take this opportunity to reaffirm their autonomy and responsibility for sectoral social dialogue.

Consequently, with the exception of bargaining relating to wages, referred to in Article L. 2241-8 of the French Labour Code, the social partners wish to modify the frequency of the mandatory three-year sectoral collective bargaining, in order to increase it to 4 years.

On the basis of these provisions, a negotiation framework agreement relating to the frequency of bargaining will be negotiated, in accordance with Article L. 2241-5 of the French Labour Code.

However, the frequency remains that defined by the French Labour Code when the subject of mandatory bargaining is not covered by a sectoral collective bargaining agreement in force.

In any event, the members of the "CPPNI" may decide, within the framework of the collective bargaining agenda meeting referred to in Article 20.2.1 of this Agreement and in accordance with the procedures set out in Article 20.6 of this Agreement, to include, in the provisional bargaining schedule, one or more mandatory bargaining topics before the end of the period in which the obligation to address them falls.

At the collective bargaining agenda meeting, the UIMM presents a summary overview of the topics for which the French Labour Code provides for a periodic bargaining obligation at the sector level. This overview refers to the next bargaining deadline for each of these topics.

In the metallurgy sector, unless otherwise provided for in the collectively agreed provisions, the

mandatory periodic bargaining referred to in Articles L. 2241-1 et seq. of the French Labour Code shall be conducted within the framework of the "CPPNI".

The social partners may expressly agree that a topic, which is the subject of one of the periodic bargaining obligations provided for by law, shall be addressed at territorial level. They then determine the frequency of this bargaining.

Article 33. Terms for monitoring, revising and terminating collective bargaining agreements

The national collective bargaining agreement and the autonomous sectoral collective bargaining agreements, entered into at national or territorial level, set out their terms for monitoring, revision, termination and, where applicable, partial termination.

Unless otherwise provided, monitoring of the agreement and national agreements is performed by the sub-committee for the observation of collective bargaining of the "CPPNI", referred to in Article 20.3.1 of this Agreement and the monitoring of territorial agreements is performed by the "CPTN".

Chapter 5. The ways and means of sectoral social dialogue

Section 1. Strengthening the stakeholders engaged in social dialogue

Article 34. Training of sectoral social partners

The signatories of this Agreement agree to develop joint training courses, with a view to improving social dialogue practices in the sector. These training courses, referred to in Article L. 2212-1 of the French Labour Code, may be provided by any training centre, institute or organisation. The National institute for labour, employment and vocational training (INTEFP) provides assistance with creating and implementing these training courses.

The signatories agree to develop these joint training courses, with a view, in particular, to improving the knowledge of the sector's bargaining stakeholders and, without prejudice to the joint training courses provided for in the company agreement, the bargaining stakeholders in the companies in the sector.

To this end, they agree to define, if necessary with the support of INTEFP, the content of specifications specific to the sector.

These shall be created within the framework of a joint working group. These specifications shall determine, in particular, the topics covered by the joint training courses, which relate to the economic, technological and employment environment, in particular the impacts and challenges of industrial performance (changes in processes, ecological and digital transformation, CSR, changes in trades, jobs and skills, etc.), and, with regard to companies in particular, knowledge of the economy and the management of a company, the dynamics of collective bargaining in the company as well as knowledge of the legal environment (statutory and regulatory changes in social dialogue, the connection between bargaining levels, knowledge of agreements entered into at company level and the sector's new collective bargaining agreement system, etc.).

Article 35. Secondment of employees to trade unions

In order to encourage and secure the secondment of employees to trade unions, Article 55 of this Agreement sets out the guiding principles, without prejudice to company collective bargaining agreements entered into on the same subject.

Section 2. Social dialogue resources

Article 36. Existing resources

The various bodies referred to in this Part of the agreement have the resources provided for by the statutory and regulatory provisions.

Article 36.1. The participation of an employee in certain joint bodies relating to employment and vocational training

Articles L. 3142-42 et seq. of the French Labour Code and their implementing decree of 27 March 1979

provide, in particular for the benefit of employees appointed to sit on a committee, council or joint committee called upon to address employment or training issues, a leave of absence without a reduction in pay, as well as the reimbursement, by the employer, of their travel expenses.

Consequently, the leave of absence shall be granted for the time that coincides with the work schedule, both when this time corresponds to the meeting time of the joint body, and when it corresponds to the time allowing the employee to get to the meeting venue or return from it.

In the metallurgy sector, in application of the amended Decree of 20 May 1980, this compensation shall awarded to employees appointed to sit:

- on the CPNEFP, its select delegation, the joint technical groups addressing employment and training acting by delegation of the CPNEFP, referred to in Chapter 2 of this Part of the agreement;

- on the "CPREFP"s, referred to in Section 1 of Chapter 3 of this Part of the agreement;

- where they exist, on sub-regional bodies addressing employment and training issues, referred to in Section 2 of Chapter 3 of this Part of the agreement;

- on the bodies of Opco 2i as referred to in the Agreement establishing Opco 2i.

In addition, in application of Article L. 6332-1-3, II, of the French Labour Code, Opco 2i shall pay, under the conditions determined by its board of directors, the travel, accommodation and meal expenses of the persons who sit on its management boards.

Article 36.2. Fund for financing social dialogue

Pursuant to the provisions of Articles L. 2135-9 et seq. of the French Labour Code, representative trade unions and professional representative employer organisations shall benefit from funding paid by the joint fund provided for in this article, in particular for their participation in the design, management, coordination and evaluation of policies carried out jointly. This funding is mainly from the specific employer contribution referred to in Article L. 2135-10 (I) (1) of the French Labour Code.

In the metallurgy sector, this funding must be used to help finance the costs of participation in all the joint bodies set up in the sector, and in particular the compensation of members of trade unions, who do not benefit, as employees, from any of the compensation referred to in Article 36.1 of this Agreement.

Article 37. Additional resources

Article 37.1. Leave of absence and continued salary

The employer grants, to employees designated by their representative trade union in the sector to sit on the "CPPNI", a "CPTN" or a joint examination committee convened to award the joint qualification certificate in metallurgy ("CQPM") or certificate of professional competency in metallurgy ("CCPM"), a leave of absence, without a reduction in pay, to participate in the meetings of these committees.

A leave of absence is granted for the time that coincides with the work schedule, both when this time corresponds to the meeting time of the joint body, and when it corresponds to the time allowing the employee to get to the meeting venue or return from it.

This leave of absence shall be granted on condition that the requesting employee presents proof and respects a notice period which may not be less than 8 calendar days.

However, this notice period is not enforceable against the employee when the date of sending the notice to attend the "CPPNI", "CPTN" or the "CQPM" or "CCPM" joint examination committee does not allow such notice period to be respected.

Article 37.2. Additional allowances

The resources referred to in Article 36.1 of this Agreement and in Article 36.2 do not fully cover the operating costs of all the national and territorial social dialogue bodies. In particular, the travel expenses of participants in these meetings can be a significant burden.

This is why the UIMM agrees to supplement these resources under the following conditions.

Article 37.2.1. Fixed annual allowance

The UIMM allocates a fixed annual allowance to the representative trade unions at the sectoral level. This allowance is paid to the national sector federation of each of these organisations.

The amount of this fixed annual allowance is set at €20,000. The allowance is paid during the first quarter of the year following the year for which it is due.

Each payment is made on presentation, by the beneficiary trade union, of a statement of the operating costs to which the corresponding sum is allocated.

Each year, the UIMM presents to the "CPPNI" a report on the application of these provisions.

The amount of the allowance referred to in this article is revalued every year, in proportion to changes in the payroll of the professional sector, as used by the Association for the management of the national joint fund ("AGFPN"), for the allocation of funds dedicated to the financing of social dialogue.

The reference payroll is that of the year preceding the entry into force of these provisions.

Article 37.2.2. Travel allowance

Amended by the Addendum of 03 November 2023 to the French National Collective Agreement ("CCN") of 7 February 2022 - Art. 3.

In addition to the allowance referred to in Article 37.2.1 of this Agreement, the UIMM allocates an annual allowance intended, in particular, to cover, in part, the travel expenses incurred by employee trade unions to attend a regional or territorial sectoral joint body, the existence of which is provided for by a collective bargaining provision negotiated at the national level.

These bodies are the "CPREFP"s, the "CPTN"s and the joint examination committees convened for the award of the "CQPM" or "CCPM".

This "travel allowance" is paid to the national sector federation of each of the representative trade unions, which participate in these bodies in application of the national collectively agreed provisions. In the absence of a national sector federation, it is paid to the interprofessional trade union to which it is affiliated.

The amount of this allowance depends on the participation of each of the representative trade unions, as attested by the territorial employers' organisations ("*chambres syndicales*"), in the bodies referred to above.

For each representative trade union that is a member of a "CPREFP", a "CPTN" or a "CQPM" or "CCPM" examination committee, the travel allowance is equal to the number of meetings of these bodies in which at least one of its representatives participated, multiplied by a fixed amount established as follows:

- €200 for participation in a "CPREFP" meeting;

- €100 for participation in a "CPTN";

In the event of a grouping of CPTNs, and for a period of two years from the entry into force of the addendum to this Agreement establishing such a grouping, the amount of this participation is set at €150. At the end of the two-year period, the national social partners shall meet to take stock of the grouping of the "CPTN"s, based on the information provided by the territorial social partners.

- €50 for participation in a joint examination committee convened for the award of the "CQPM" or "CCPM".

These amounts are independent of the composition of the delegation of the trade union concerned.

The number of meetings taken into account for the travel allowance is limited as follows:

- a maximum of 2 annual meetings per "CPREFP";

- a maximum of 2 annual meetings per "CPTN".

To enable the calculation and payment of the travel allowance, the territorial employers' organisations ("*chambres syndicales*") shall send, twice a year, to the UIMM, a certificate detailing participation of the trade unions in the CPREFPs, the "CPTN"s and the "CQPM" or "CCPM" joint examination committees for which they provide the secretariat.

The travel allowance is paid in two instalments. The first half is paid during the third quarter of each year, for meetings held from January to June. The second half is paid during the first quarter of the following year, for meetings held from July to December.

Each payment is accompanied by a summary overview of the participation of the employee trade union in the joint bodies referred to above, as it results from the statements drawn up by the territorial employers' organisations ("*chambres syndicales*").

Before 30 April of each year, each organisation to which the UIMM pays the travel allowance must draw up a report on the use of the allowance received for the previous year, which it shall send to the CPPNI

secretariat. This report shall specify the territorial distribution of the sums received. A summary of the reports drawn up pursuant to this paragraph shall be submitted to the "CPPNI" each year.

The payment of the travel allowance shall be subject to compliance with the obligation to send the report on the allowance paid the previous year to the "CPPNI", under the conditions referred to in the previous paragraph.

These provisions relating to the travel allowance shall apply on the date of entry into force of this Agreement.

However, when the compensation of trade unions or their representatives – for their participation in a CPREFP, a territorial bargaining committee or a "CQPM" or "CCPM" examination committee – is provided for by a provision of a sectoral collective bargaining agreement entered into at territorial level or the internal regulations of one of these bodies, the corresponding meetings shall only be taken into account, in the calculation of the business travel allowance, from the repeal of this territorial provision.

Article 37.3. Coordination of the provisions relating to social dialogue resources

The additional allowances referred to in Article 37.2 of this Agreement shall be due without prejudice to compliance with the following obligations:

- the obligation for the employer to continue pay and to cover the travel expenses of an employee who participates in certain joint bodies relating to employment and vocational training, under the conditions recalled in Article 36.1 of this Agreement;

- the obligation for the employer to continue the pay of an employee who participates in a meeting of the "CPTN", the "CPPNI" or a "CQPM" or "CCPM" joint examination committee, under the conditions referred to in Article 37.1 of this Agreement;

- where they exist, the obligations arising from territorial collectively agreed provisions or from the internal regulations of one of these bodies, which provide for specific resources, relating to a joint sectoral body other than the "CPPNI", the "CPNEFP", a "CPREFP", a "CPTN" or a "CQPM" or "CCPM" joint examination committee.

PART IV. SOCIAL DIALOGUE IN THE COMPANY

Chapter 1. Channels of dialogue adapted to the company

Introductory section. Fundamental principles relating to dialogue in the company

Article 38. Freedom of opinion, freedom of association and the principle of non-discrimination

The quality of social dialogue is based on mutual respect, by all the stakeholders in the company, of the rights and freedoms guaranteed to them by the law and the Constitution.

The signatories of this Agreement reaffirm their commitment to freedom of opinion and freedom, both for employees and for employers, to join the trade union of their choice.

The exercise of the right to organise is recognised in all companies in compliance with legal and constitutional principles, in particular the individual freedom of work. Trade unions may organise themselves freely in all companies in accordance with the provisions of the French Labour Code. Given the role of representative trade unions in the context of social dialogue, the signatories wish to recall that the exercise of the right to organise must be encouraged and developed.

In application of these principles, and in accordance with Articles L. 1132-1 and L. 2141-5 of the French Labour Code, the signatories affirm their wish to prevent all forms of discrimination. In this context, employers undertake not to take into consideration whether or not an employee belongs to a union, and not to take into account the union activities of employees when making decisions regarding recruitment, access to an internship or training, the conduct and distribution of work, professional development, remuneration, disciplinary measures and termination of the employment contract. The exercise of a union mandate must not have the effect of penalising the employee representative, whether elected or appointed, in access to jobs available in the company. With regard, in particular, to professional development, the status of employee representative, whether elected or appointed, and the exercise of the responsibilities resulting therefrom must not constitute, for the employees concerned, an obstacle to any promotions or career development to which they might aspire. The companies also undertake not to put any pressure on the staff, in favour of a particular union. In addition, they shall seek ways and means of capitalising on the skills acquired in the exercise of the responsibilities of employee representative when the employee has a career development plan. The signatories believe that the investment made by certain employees in taking up union mandates can represent a vector for acquiring experience and new skills and thus allow them, beyond their career as a employee representative, to pursue their career development.

Article 39. Information for direct supervisors

The quality of relationships between employee representatives and their direct supervisors contributes to building a virtuous social dialogue.

This is why the signatories of this Agreement recognise the importance of improving the knowledge and understanding, by these direct supervisors, of the role of the bodies and the holders of a union mandate, as well as the interest of a quality social dialogue within the company.

The identification of direct supervisors results from analysing the distribution of functional, organisational

and hierarchical relationships within the company. These are the persons identified as being able to directly give, as part of their professional activity, instructions to employees holding a union mandate, in order to support and promote their professional development.

The companies inform, and train if necessary, supervisors who welcome into their team, in particular when it is the first time, an elected or appointed employee, on their role, their responsibilities and the resources made available to them, in particular the time devoted to the exercise of the union mandate and the adapting of their workload.

In any event, direct supervisors shall take into account the exercise of the union mandate in the organisation of the employee's work and in defining the annual targets and their assessment.

Article 40. Protection of employee representatives

Due to the nature of their duties, and in the interest of all the employees they represent, elected or appointed employees benefit, under the conditions set by the regulations in force, from protection against the termination of the employment contract at the employer's initiative.

This protection, which is necessary to prevent any discriminatory measure, retaliation or intimidation, is conveyed by the obligation to comply with statutory and regulatory procedures.

Section 1. Dialogue and representation of employees

Article 41. Scope of implementation of employee representation

Article 41.1. Separate business units and local representatives

The signatories of this Agreement are committed to recognising the importance of the role of elected or appointed employee representation in the development of a constructive and dynamic social dialogue.

The configuration of the works council, which it is mandatory to set up in a company whose workforce has reached at least eleven employees for twelve consecutive months, may be adapted, in each company, in order to determine a scope of representation that promotes the quality of social dialogue.

To this end, freely determining the number and scope of the separate business units, left, in accordance with Article L. 2313-2 of the French Labour Code, to the discretion of the social partners, makes it possible to fully adjust the structure of the employee representation to the organisation of the group of employees concerned.

The centralisation of responsibilities and stakeholders within the works council allows employee representatives to gain a global and peripheral view of the company's challenges. However, companies may also have an interest, with regard to their activity, structure or organisation, in completing their employee representation landscape by putting in place local representatives, in accordance with Article L. 2313-7 of the French Labour Code.

Local representatives, whose number, role and means of operation are freely determined by the social partners, can, in fact, allow problems to be addressed and resolved closer to the ground, particularly in terms of health, safety and working conditions.

In this regard, the signatories of this Agreement encourage companies to consider, during negotiations on the scope of setting up the works council, the appropriateness of negotiating an agreement on the right to organise and putting in place local representatives. Where appropriate, the company agreement shall provide for the resources associated with their duties.

In addition, attention should be paid to the coherence of their responsibilities with those allocated to the staff representative bodies.

In any event, local representatives benefit from the legal protection provided for in Articles L. 2411-1 et seq. of the French Labour Code.

Article 41.2. Health, safety and working conditions committee

Similarly, company bargaining is the means of adapting, for each company, the number and procedures for setting up the works councils, according to the priority topics for the company and the employee

representatives, in accordance with Article L. 2315-45 of the French Labour Code.

The signatories of this Agreement consider that the topics related to health, safety and working conditions, addressed by the works councils and the health, safety and working conditions committees (CSSCT), are essential.

In this regard, the signatories attach particular importance to determining the powers of the CSSCT(s), which are mandatory in particular in companies or places of business with at least three hundred employees. The freedom granted to the social partners, in accordance with Articles L. 2315-41 et seq. of the French Labour Code, to determine the operating procedures and the missions delegated to the health, safety and working conditions committee, makes it possible to adapt its role to the organisation and the needs of the company in these matters.

In addition, companies can identify their needs in terms of risk prevention related to their activity, in order to assess the appropriateness of changing the number of representatives and set up a health, safety and working conditions committee in companies or places of business with less than three hundred employees.

Article 42. Employee representative elections

Article 42.1. Distribution of staff between bodies of electors

Amended by the Addendum of 11 July 2023 to the French National Collective Agreement ("CCN") of 7 February 2022 - Art. 7.

Considering the new classification provided for in this Agreement, and in the absence of a method proposed by the Ministry of Labour, the signatories of this Agreement propose the development of an indicative framework of rules in order to allow the company's social partners to proceed with an appropriate distribution of staff between the electoral colleges before 31 December 2023.

This proposal should be drafted in such a way as to try to reach the broadest possible consensus.

Article 42.2. Election campaign and voting procedures

The signatories of this Agreement reiterate the importance, in the electoral process, of the organisation of the electoral campaign. The use by candidates of the means of communication made available to them by law, agreements or directly by the employer, makes it possible to inform employees of the candidates' ideas and beliefs and thus the reasons why they are presenting themselves as candidates and the principles they defend.

Whatever the form used, the election campaign must respect the general principles of electoral law as well as the private life of employees, and, where applicable, the provisions relating to the press.

The social partners are free to determine, in accordance with Article L. 2314-26 of the French Labour Code, the procedures for organising the vote best suited to the company's situation, such as physical voting, electronic voting or voting by mail.

Unilateral use of electronic voting by the employer can only take place after a fair attempt to negotiate with the trade union representatives, if they exist.

In any event, the use of electronic voting must give rise to prior consultation with the works council, regardless of the size of the company.

Section 2. Dialogue and employee participation

Article 43. The place of direct participation of employees ("*dialogue professionnel*") within the company dialogue

The signatories of this Agreement intend to promote a vision of company dialogue as a factor of progress in employment, economic efficiency and improved labour relations.

The quality of this dialogue must be assessed in terms of the ability to deal with the realities of work and to change them. It also promotes the flow of information within the company, competitiveness and performance through discussions on the performance of work, well-being at work, and contributes to employee loyalty. In this context, dialogue within the company must be understood broadly, as referring to all exchanges, debates and negotiations that take place between the various stakeholders in the company, with

the aim of contributing to the development of the company and improving working conditions.

In light of these considerations, two components of company dialogue are identified. The first, social dialogue, which consists of:

- dialogue mechanisms regulated by a rich set of provisions of the French Labour Code, which includes all types of negotiation, consultation or exchange of information between the elected or appointed employee representatives and the employer;

- all informal exchanges between the employer and the employee representatives, without these exchanges being part of a regulated procedure.

The second, direct participation of employees ("*dialogue professionnel*"), includes channels of dialogue that, without encroaching on or hindering social dialogue, allow employees to be more directly involved in the operational issues of the company's activities.

Thus, direct participation of employees ("*dialogue professionnel*") refers to any form of communication and direct sharing of information relating to the life of the company, its organisation and the performance of work. This direct participation of employees encompasses all exchanges within the working community and, where appropriate, with the employer.

Direct participation of employees ("*dialogue professionnel*") makes it possible to act on the quality of work, to give meaning to work, by explaining the connection with the company's objectives.

Direct supervisors play a key role in facilitating direct participation of employees ("*dialogue professionnel*"), due to their position between management and employees. As they represent management to the employees, and pass on news of what is happening within the company, they contribute to the creation and development of a close dialogue. In direct contact with employees, local managers therefore play a central role in promoting sustainable and quality direct participation of employees ("*dialogue professionnel*"). In this sense, local managers contribute to maintaining the connection between stakeholders in the company.

Social dialogue and direct participation of employees ("*dialogue professionnel*") are exercised in a complementary manner, with a view to achieving common interests.

The diverse channels of dialogue promotes the richness and depth of exchanges between stakeholders.

Article 43.1. Direct participation of employees ("dialogue professionnel") in companies with staff representative bodies

Direct participation of employees ("*dialogue professionnel*") can highlight certain professional situations which the employee representatives and the employer have an interest in understanding, in order to enrich their exchanges. Consultation with employee representatives and negotiation can thus be nourished, both by the employer and by the elected representatives, by taking into account the initiatives and proposals made by employees.

This dialogue makes it possible to involve employees more directly in the operational issues of the company's activities presented to the employee representatives, or to feed the social dialogue. Direct participation of employees ("*dialogue professionnel*") is a factor in the quality of life at work.

Direct participation of employees ("*dialogue professionnel*") must not replace social dialogue. The employer shall respect the legal priorities of informing and consulting the employee representatives.

Article 43.2. Direct participation of employees ("dialogue professionnel") in companies without employee representative bodies

In companies without employee representative bodies, direct participation of employees ("*dialogue professionnel*") is a factor in the well-being of employees at work, as long as their participation is encouraged, through their expression, in the definition of their working and job conditions, and that they are directly associated with the understanding of the company's main guiding principles with regard to its economic and employment development.

The information provided for in Article 49 of this Agreement, on the role of employee representatives, enables employees to become aware of all the prerogatives and the duties inherent in exercising representative roles and may encourage union involvement.

Article 43.3. The organisation of direct participation of employees ("dialogue professionnel") in the company

Whether or not the company has employee representatives, the signatories of this Agreement intend to determine a framework for the organisation and promotion of direct participation of employees ("*dialogue professionnel*") that companies can use and adapt to their level. In addition, respect for the freedom of opinion and expression of employees is essential to ensure quality direct participation of employees ("*dialogue professionnel*").

The French Labour Code sets out regulations for an initial channel of direct participation of employees ("*dialogue professionnel*") through the right of direct and collective expression of employees.

Article 44. Right of direct and collective expression

The French Labour Code offers an initial channel of direct participation of employees ("*dialogue professionnel*") with the right of direct and collective expression. As such, employees, in particular direct supervisors, have the right to direct and collective expression, on the content, the conditions of exercise and the organisation of their work. The direct and collective expression of employees is intended to define the actions to be implemented in order to improve their working conditions, the organisation of the activity and the quality of production in the work unit to which they belong and in the company.

The right to direct and collective expression of employees, on the premises and during working time, is a right in all companies without the condition of a minimum number of employees. Everyone's access to this right of direct expression can be ensured by the use of digital tools, if necessary by the company's social networks. The social partners encourage companies to determine at their level, and regardless of their size or form, the procedures for exercising and monitoring this right of collective expression adapted to the working community. The right of direct expression may be exercised in particular within discussion groups, expression workshops, or by means of staff questionnaires.

The employee representatives should be involved in determining the procedures for exercising the right of direct expression of employees, in order to allow coherence between the two components of company dialogue, which are social dialogue and direct participation of employees ("*dialogue professionnel*").

Article 45. Sharing the company's strategy

Direct participation of employees ("*dialogue professionnel*") can also take the form of the employer informing employees about the company's strategy.

The acceleration of the transformation of economic models, the digitisation and automation of organisation methods that companies are experiencing make consulting and exchanging with the various stakeholders of the company more essential than ever.

These changes have an impact on the organisation and performance of work, and will be taken into account even better if close dialogue is developed.

Responsible and transparent sharing with employees by the company's management of the projects envisaged and their expected effects is useful. Where employee representatives are present in the company, this sharing must not hinder the smooth performance of their duties.

This sharing makes sense when there is effective coherence between social dialogue and direct participation of employees ("*dialogue professionnel*"), and the management of the company has a real ability to adjust its projects with regard to the exchanges resulting from these two forms of dialogue.

It is useful for companies to organise feedback on potential employee observations on the information presented by the employer, if necessary through their direct supervisors or employee representatives.

Section 3. Dialogue and collective bargaining

Article 46. Deputy trade union representative

Social dialogue is a factor of cohesion within the company. By seeking balance and compromise, in a climate of loyalty, collective bargaining promotes and complements the development of standards adapted to the needs of the company and the development of employment.

With this in mind, companies are encouraged to negotiate a negotiation framework agreement, in order

to organise the procedures that allow bargaining to take place fairly.

Given the place accorded to it by the French Labour Code, bargaining with trade union representatives is the preferred way of developing such standards. As such, the trade union representative is intended to play an essential role.

The law and any provisions in force in companies confer on the trade union representative and the central trade union representative the resources associated with their union mandate.

The definition of the number and scope of separate business units may lead to the creation of elective and appointed union mandates whose scope of involvement covers several geographical sites.

Where appropriate, and where the company or separate business units concerned covers at least four geographical sites, putting in place a deputy trade union representative, by collective bargaining agreement, is a useful means of promoting the harmonious development of collective bargaining and close dialogue.

Similarly, where the company has at least four separate business units, the creation, by collective bargaining agreement, of a deputy central trade union representative may contribute to promoting social dialogue.

Where appropriate, the collective bargaining agreement establishing these deputy trade union representatives shall determine their role and the resources associated with their duties.

Article 47. Group trade union coordinator

As part of the negotiation of a group Representative trade unions at the group level may, pursuant to Article L. 2232-32 of the French Labour Code, appoint a group trade union coordinator during the negotiation of a group collective bargaining agreement.

This coordinator is not granted any specific legal status. Depending on the circumstances, it may be advisable to grant them a permanent status through a group collective bargaining agreement to ensure the stability and effectiveness of the negotiations. Where appropriate, the collective bargaining agreement establishing the group trade union coordinator determines the resources associated with their duties.

Chapter 2. Resources to support those involved in dialogue in companies

Section 1. Information for those involved in dialogue

Article 48. Information on applicable collective bargaining law

Amended by the Addendum of 30 September 2022 to the French National Collective Agreement ("CCN") of 7 February 2022 - Art. 5.

The signatories of this Agreement agree to provide sector stakeholders with information on applicable collective bargaining law. As such, the UIMM makes available to companies in the sector, for the benefit of their staff representative bodies, their trade union representatives, and their employees, a space on its website, dedicated exclusively to collective, interprofessional or professional agreements – national and territorial – applicable in companies and places of business that fall within the scope of this collective bargaining agreement.

The site referred to in this article is freely accessible. It gives access to all the collective bargaining agreements considered, as well as their updates and possible addendums. Its address is provided to the member companies of the territorial employers' organisations (*"chambres syndicales"*) of the metallurgy sector and to those that are members of the Professional Employers organisation of the Iron and Steel Industry, as well as to the representative trade unions in the metallurgy sector.

The employer shall inform employees by any means that they can access this site and provide them with the site address and page.

In addition, companies must inform employees and employee representatives, in accordance with the statutory and regulatory provisions of the French Labour Code, of the collective bargaining agreements for the company, place of business or group, as well as any amendments thereto, which may be applicable to them.

Article 49. Information for employees on the role of employee representatives

The signatories of this Agreement encourage companies in the sector to inform their employees, by the method of their choice and preferably before employee representative elections, about the rights and duties of employee representatives, as well as the resources available to them for the exercise of their mandate.

Having this information makes employees aware of all the prerogatives and responsibilities inherent in the exercise of representative duties. Thus informed, employees wishing to exercise a role as an employee representative can commit themselves with full knowledge of the facts.

Article 50. Information for employee representatives on their means of action

Newly elected or appointed employee representatives shall receive, during the individual meeting at the start of their mandate referred to in Article 51.1 of this Agreement, the information necessary for the exercise of their mandate, in particular information relating to material and training resources.

These include in particular the tools listed below.

Article 50.1. Premises for employee representatives

Under the French Labour Code, the employer is required, depending on the size of the company or place of business, to provide the trade union sections with shared premises and, in addition, an autonomous premises for each trade union section formed by a representative trade union.

The union premises shall remain the property of the company. In this context, the arrangements for the layout and use of the union premises by the trade union sections shall be determined by agreement with the employer.

The union premises are separate from that assigned to the works council.

The union premises and the works council premises are both accessible to employees. They must be furnished, equipped with the necessary equipment for the performance of the functions of employee representatives, and suitable for the performance of their duties, in particular to allow them to meet.

Article 50.2. Economic, social and environmental database

The economic, social and environmental database (BDESE), which is mandatory in companies with at least fifty employees, includes all the information necessary for the recurring consultations that the company makes available to the works council.

The information contained therein must be understandable and updated as needed. The economic, social and environmental database (BDESE) is permanently accessible to members of the employee representatives to the works council and to the central works council, as well as to trade union representatives. They are bound by professional secrecy and an obligation of confidentiality with regard to the information contained in the economic, social and environmental database (BDESE), which is confidential and presented as such by the employer.

A company agreement can adapt the economic, social and environmental database (BDESE), defining its organisation, its content, its architecture and its operating methods, in particular the access rights or the level of implementation in companies with separate business units. Entering into such an agreement at the company level makes it possible to adapt the economic, social and environmental database (BDESE) to make it comply with the requirements of those who have access to it. As such, the signatories of this Agreement encourage companies in the sector to negotiate on the subject. The environmental consequences of the company's activity must be taken into consideration.

In any event, the signatories would like the economic, social and environmental database (BDESE) to be made available by means of an intuitive computerised medium and digital tools, in particular a computer, to facilitate its accessibility and to allow it to be consulted by those who have access to it.

Article 50.3. Communication tools for employee representatives

The increase in remote working and the development of new technologies are changing the way we communicate. Changes in methods of communication require conventional tools to be supplemented and improved, such as displays on the panels reserved respectively for union information and that of the works council, publications and leaflets. A collective bargaining agreement entered into with the works council may,

as such, govern the provision for employee representatives of a work email account or the company intranet when it exists, the objective being to facilitate communication between employees and elected or appointed employee representatives, including when they are remote working or working in a place other than their usual site.

In the absence of an agreement in the company, employee representatives benefit from an email account (work or other).

In the event of the use of digital tools by employee representatives, they must comply with the conditions of use of the means of communication set, where applicable, in the terms of use applicable to the company, in particular with regard to operation and security of the company's computer network.

The rules relating to data protection, confidentiality and trade secrets, as well as those relating to freedom of expression, must also be respected.

In any event, the use of digital tools by employee representatives must not compromise the smooth running of the company, nor hinder the employees' freedom to accept or refuse a message.

Article 50.4. Budgets of the works council

In companies with at least fifty employees, the works council has legal personality and manages its assets. In this context, the employer provides the works council with an operating subsidy and a contribution to finance social and cultural activities.

The works council ensures, oversees or participates in the management of all social and cultural activities set up in the company.

Social and cultural activities are both elements of social cohesion and attractiveness. The management of their budget is the responsibility of the works council, and is an integral part of the duties of the elected representatives of the works council.

The works council may decide to transfer part of the amount of the annual surplus from one of these budgets to the other. This decision, which results from a resolution of the works council, is solely at its discretion. The works council is in fact solely competent to assess whether it is appropriate to make such a transfer.

Section 2. Development of dialogue among stakeholders

Article 51. Meetings held with regard to the mandate

Article 51.1. Individual meeting at the start of the mandate

The elected employee representative or the holder of a union mandate shall benefit from an individual meeting with their employer at the start of the mandate, relating to the practical procedures for exercising their mandate within the company with regard to their job. They may be assisted by a company staff member of their choice. The direct supervisor shall hold this meeting, accompanied, if necessary, by a human resources manager, when there is one. The purpose of the meeting is to facilitate coherence between the work activity and the exercise of the mandate, and to identify the measures to be implemented for this purpose. This meeting is not a substitute for the career development interview ("*entretien professionnel*") or the annual review meeting.

During this meeting, and in order to avoid any risk of distortion between the situation of the holder of a mandate and that of other employees, the employer will examine, with the employee, the conditions under which they exercise both their work activity and their mandate(s). The purpose of this review is to identify, from the start of the mandate(s), the specific issues that may arise, both in the exercise of the mandate(s) and in the organisation of work, and to seek, without prejudice to the prerogatives arising from the exercise of the mandate, appropriate responses, in particular by ensuring that the workload and work objectives are adjusted accordingly. For the evaluation of work objectives, the time devoted to the exercise of the mandate will be taken into account.

Companies must carry out this meeting within a maximum of four months from the election or appointment of the employee representative.

Article 51.2. Career development interview ("entretien professionnel") during the mandate

During a career development interview ("*entretien professionnel*") provided for in the autonomous collective bargaining agreement referred to in Article 5 of this Agreement, taking place during the mandate, the employer and the employee will take stock of the activities carried out and the new skills acquired in the exercise of the mandate. In addition, the employee may raise the issues and difficulties they encounter in the exercise of their mandate, their work activity or their career development, and which they consider to be related to the exercise of this mandate.

Article 51.3. Career development interview ("entretien professionnel") at the end of the mandate

Without prejudice to the collectively agreed provisions in force in the field of vocational training provided for in the autonomous collective bargaining agreement referred to in Article 5 of this Agreement, a career development interview ("*entretien professionnel*") is systematically offered to the elected staff representative and to the beneficiary of a union mandate whose mandate is coming to an end or has ended. During this meeting, the employer and the employee shall take stock of salary changes during the mandate, as well as new skills acquired during the mandate. They examine ways to enhance their value within the context of the individual's continued professional activity and career development. They will also examine the appropriateness of implementing vocational training, a skills assessment or the recognition of acquired experience.

Companies conduct this career development interview ("*entretien professionnel*"), if possible before the end of the mandate and at the latest within four months of its end.

Article 52. Recognition of acquired experience

Amended by the Addendum of 11 July 2023 to the French National Collective Agreement ("CCN") of 7 February 2022 - Art. 8.

In order to capitalise on the experience acquired in the exercise of employee representation responsibilities, chosen or designated employees may engage in a process of recognition of acquired experience ("VAE"), with a view to obtaining a diploma, a qualification or a professional qualification certificate. To this end, the signatories of this Agreement reiterate that several training programmes and certifications exist to recognise the skills acquired while exercising a mandate, in particular the "Certification of Skills Acquired in the Exercise of a Staff Representative or Trade Union Mandate," established by ministerial decree, registered in the Specific Directory, and structured into transferable skill areas.

The signatories encourage companies to facilitate the recognition of acquired experience for elected or appointed employees, especially those holding "demanding" or "long-term" mandates. In particular, in companies with at least two hundred and fifty employees, elected or appointed employee representatives, resuming their full or part-time work activity at the end of one or more mandates representing more than 50% of their working time, or having extended over several successive mandates representing a total duration of at least eight years, benefit, at their request, from support by human resources in their processes for recognition of acquired skills within the framework of their mandate(s).

Article 53. Training

Article 53.1. Access to training

Elected or appointed employee representatives have access to vocational training under the same conditions as those applicable to other employees.

As such, they have access to all training, skills assessment, recognition of acquired experience and apprenticeship training, implemented within the framework of continuing vocational training or work-study programmes covered by the collectively agreed provisions in force. In addition, they benefit from the provisions relating to constructing a career development plan provided for in Chapter III 'Career Path' of Part V.

Furthermore, the employer will examine the appropriateness of taking into account training activities related to the exercise of the mandate as part of the company's skills development plan.

In addition, as part of the economic, social, environmental and trade union training leave, employees called upon to exercise trade union duties may take economic, social and environmental training courses or sessions

or trade union training implemented under the conditions provided for by Articles L. 2145-5 et seq. of the French Labour Code, in particular those aimed at improving knowledge of the economic, technological and social environment of the company and the sector, as well as digital and ecological transitions, such as those referred to in Article 53.2 of this Agreement.

Finally, elected employees benefit from the training provided for by the French Labour Code, and under the conditions it provides, both in terms of health, safety and working conditions and also in economic matters.

Article 53.2. Joint training for stakeholders engaged in social dialogue

The signatories of this Agreement affirm their commitment to dynamic and high-quality social dialogue, conducted at the level of the companies in the sector, with a view to promoting seeking constructive compromises between companies' adaptation needs and employees' aspirations.

This social dialogue must be implemented in all companies, regardless of their size.

To this end, the joint training for employees, employers or their representatives, referred to in Article L. 2212-1 of the French Labour Code, contributes to the development of a culture of dialogue and negotiation and to the recognition of the mutual quality of the stakeholders, by comparing views on the company, by questioning the stakeholders on their representation of social dialogue and by sharing, on a joint basis, legal, economic and employment information.

With this in mind, Article 34 of this collective bargaining agreement provides for the creation, within the framework of a joint working group, of a set of specifications specific to the sector.

Article 54. Leave for trade union events

Employees are authorised to take leave, subject to the conditions listed below, to attend the statutory meetings of their trade union.

These leaves of absence may be remunerated according to the practices and customs in force in the company.

Any employee wishing to be absent must provide their employer with a written notice in their name from the trade union indicating the dates of the event. The request must be made at least 7 days before the start of the event.

If the minimum period of 7 days is not complied with, the employer is entitled to refuse the employee's request for leave of absence.

The employer may also refuse the request if the absence is detrimental to the production and smooth running of the company.

Section 3. Practical tools for the stakeholders engaging in dialogue

Article 55. Secondment of employees to trade unions

Article 55.1. Purpose and principles of the secondment

The secondment of employees to trade unions is a mechanism which companies and trade unions regularly use. In order to encourage and secure existing practices, these provisions set out the guiding principles, without prejudice to company collective agreements entered into on the same subject.

The agreement for secondment of employees sets out the terms for implementing the secondment, in accordance with the principles set out in these articles.

The signatories of this Agreement recall that the secondment of employees to trade unions is optional, so that neither party can make it binding on the other.

If the company accepts the employee's secondment, an agreement is signed between the company and the trade union. The employee signs an addendum to their employment contract.

During the secondment, the employer's obligations towards the employee are maintained. The seconded employee retains the benefit of the legal and collectively agreed provisions applicable in the company.

The signatories wish to recall that the secondment may not have the effect of limiting the career development or remuneration of the seconded employee, which the employer must ensure, or even their

access to vocational training.

The agreement specifies the duration of the secondment, the identity and position of the employee as well as the respective obligations of the parties.

Article 55.2. Performance of the work of the seconded employee

The employee is placed under the direction of the trade union during the secondment. Where appropriate, the trade union shall allow the employee the time necessary to carry out their duties as an employee representative within their company.

The addendum to the employee's employment contract, signed for the secondment, specifies the work entrusted by the trade union to the employee, the place of performance, the hours and the specific characteristics of the trade union duties entrusted.

Article 55.3. Organisation of working time during the secondment

The secondment can be full-time or part-time.

In the case of part-time secondment, the agreement must specify the volume (number of days or hours per month), as well as the distribution agreed by the parties.

Article 55.4. Remuneration during the secondment

The secondment agreement defines how wages, related social security contributions, and business expenses are to be determined, as well as, where applicable, the terms and conditions for recharging such costs to the trade union organisation.

The trade union may provide for the payment of service allowances for the seconded employee. In this case, in accordance with the legal provisions, these allowances are considered wages. The contributions and related charges are paid by the trade union.

Article 55.5. Health and safety of the seconded employee

The trade union undertakes to take all necessary measures to ensure the health and safety of the seconded employee.

The employer's obligations towards the employee remain in effect, particularly those concerning workplace accidents and occupational illnesses.

Article 55.6. Training during the secondment

The employer's obligations regarding vocational training, as set forth in Article L. 6321-1 of the French Labour Code, remain in effect for employees seconded to a trade union, pursuant to Article L. 2135-7 of the French Labour Code.

To this end, the secondment agreement shall establish periods allowing the employer to fulfil its training obligations.

Article 55.7. Early termination or renewal of the secondment

The secondment agreement and the addendum to the employee's employment contract may provide for the conditions for the employee's early return before the initially agreed-upon end date, or for a renewal.

Article 55.8. End of the secondment

At the end of the secondment, the employee shall return to their original position or a similar position with at least equivalent remuneration.

Article 55.9. Dispute resolution

The secondment agreement may stipulate that in the event of any difficulty regarding its interpretation, scope, or effects, the parties shall attempt to reach an amicable settlement of the dispute before resorting to legal action.

Article 56. Remote collective bargaining

The signatories of this Agreement recall that priority must be given to holding bargaining meetings where the participants are physically present. This form of meeting is the most suitable for the bargaining process, insofar as it allows for easy discussion in the same place with all the negotiators.

While the parties intend to favour this method of organising collective bargaining, certain constraints, such as geographical distance or exceptional circumstances, may make physical presence difficult or even impossible.

The signatories therefore recognise that remote collective bargaining can respond to these particular constraints and ensure regular and sustainable social dialogue. They note that remote collective bargaining can ensure the continuity of constructive and dynamic social dialogue, particularly when special circumstances, such as a health crisis, disrupt the organisation of face-to-face meetings.

In order to assess the appropriateness of remote bargaining and to adapt the procedures for such bargaining to the company's organisation, the social partners are free to set, on an ad hoc basis or within a negotiation framework agreement, the rules relating to remote bargaining. Neither the employer nor the negotiators representing the employees may be forced to resort to such a solution.

The signatories recall that, whatever its form, remote bargaining can only be considered in compliance with the principle of loyalty, both when the parties are notified to attend and during the course of the bargaining. Remote collective bargaining does not preclude the possibility of adjournments.

As such, companies must equip themselves with secure and effective tools and, in any event, remain vigilant in compliance with the general data protection regulations. It is also necessary to ensure that the means of remote communication used guarantee the technical identification of the bargaining parties as well as their effective participation in the exchanges, by ensuring the continuous and simultaneous retransmission of the sound and image of the bargaining, subject to any technical difficulties.

Both the negotiation and the conclusion of a collective bargaining agreement can be carried out remotely. The signatories recall that, in accordance with legal provisions, companies can set up an electronic signature system.

Article 57. Employee time off for union duties for employees who have signed an annual day-based working time agreement ("*convention de forfait en jours sur l'année*")

Due to the specific characteristics of calculating working time for employees with an annual day-based working time agreement ("*convention de forfait en jours sur l'année*"), the use and calculation of time off for union activities are subject to specific provisions in the French Labour Code. The social partners are permitted to determine and specify the applicable system through collective bargaining.

The signatories of this Agreement intend to take advantage of this possibility and propose to companies in the sector a system for using and calculating time off for union activities for employees with an annual day-based working time agreement ("*convention de forfait en jours sur l'année*").

Thus, in order to regulate the use and calculation of time off for union activities for employees with an annual day-based working time agreement ("*convention de forfait en jours sur l'année*"), companies may decide to apply this system after consulting with the works council.

When this article is applied, the time off allocated to employees with an annual day-based working time agreement ("*convention de forfait en jours sur l'année*"), in accordance with the company's applicable regulations, is calculated monthly. These employees have the freedom to use their time off by the hour, half-day, or full day, with the understanding that a half-day corresponds to four hours of representative duties. This use is carried out according to the same procedures as those used by employees holding elected office, whose working time is calculated in hours. Thus, each hour of paid time off taken by employees with a day-based fixed working time agreement ("*convention de forfait*") is deducted from their monthly time off, based on how the time off is used.

Time spent on representative duties is considered as actual working time for the purpose of fulfilling the annual day-based working time.

As part of the annual review of the number of days worked and the assessment of work organisation and workload, as stipulated in Articles 103.6 and 103.7 of this Agreement, the time off for union activities used by employees on days worked under their day-based fixed working time agreement ("*convention de forfait*") is counted towards the assessment of compliance with the annual number of full or half days of work stipulated in the employees' individual agreements.

When employees with an annual day-based working time agreement ("*convention de forfait en jours sur*

l'année") use time off for union activities on days not worked under the agreement, these hours are recorded in a time bank. When the time bank reaches four hours, it is possible to proceed with the purchase of the half-day under the conditions provided for in Article 103.6 of this Agreement, or for the employer to grant employees an additional half-day of rest, in order not to exceed the annual number of days or half-days of work fixed in the employees' individual agreement. The same applies when, at the end of the year, the total hours of paid time off for union duties are less than four hours.

Article 58. Hours of paid time off for union duties in exceptional circumstances

The monthly number of hours of paid time off for elected members of the works council may be increased in exceptional circumstances, in accordance with Article R. 2314-1 of the French Labour Code. The members of the Health, Safety and Working Conditions Committees ("CSSCT"), appointed from among the members of the works council, can thus benefit from these additional hours, under the conditions provided for by law.

In light of the responsibilities of the Health, Safety and Working Conditions Committee ("CSSCT"), and to facilitate its exercise, employers are encouraged, in exceptional circumstances, to grant "CSSCT" members whose allotted hours have been exhausted the opportunity to perform additional hours for union duties. These hours are automatically considered working time and paid at the normal pay period, without employees having to provide prior proof of the existence of these exceptional circumstances.

These exceptional circumstances, as defined in the preceding paragraph, are linked to an unusual situation of national or regional scope, requiring elected employee representatives to undertake additional steps and activities that go beyond their usual duties within the Health, Safety and Working Conditions Committee ("CSSCT"), particularly due to the suddenness of the event or the urgency of the measures to be taken.

The number of additional hours of paid time off for union activities, as well as the rules governing their use, are to be determined through social dialogue, that is, by collective agreement or by the employer's decision after consultation with the works council, where one exists.

PART V. CLASSIFICATION

Introductory chapter

The signatories of this Agreement consider that sectoral classification is a central issue in this system, from which a new social strategy for the industry can be developed.

This social strategy must strengthen the development of industrial companies and help them meet the challenges (economic, technological, demographic, and environmental) they face, and enable employees to thrive in attractive work environments that value skills and professional qualifications throughout their careers.

This classification system aims to take into account the diversity of business activities, their different organisational and management structures, as well as the diversity of employee activity content (current, emerging, or future), while also being able to adapt to changes in these organisations and activity content.

The signatories wish to put in place a classification method that best guarantees fairness among employees in the sector. Therefore, the chosen method is based on the reality of the activities performed and on an analysis of job content.

This job analysis, as an objective classification principle, must be complemented by a comprehensive approach to career paths, promoting greater clarity regarding employees' professional advancement opportunities within the company. As such, the signatories agree on the value of diplomas and other professional certifications, and also on the value of experience, which, for employers, reveal the skills to be used in a job, and, for employees, constitute a key element of job access or job advancement .

A sector classification system is, first and foremost, a system for evaluating and ranking jobs, but it must also allow employees to understand their place within the profession and within the company. The signatories hope that the job classification system for the metalworking industry will also serve as a tool, in itself, giving each employee greater visibility into their prospects for career advancement.

Furthermore, the signatories intend to establish a system that is comprehensible, accessible, and easy to understand for both employers and employees, in order to simplify its use and facilitate its adoption within the company. They wish to implement tools to facilitate the implementation of this system within companies.

Finally, they believe that when a new classification system is put in place, other closely related elements must be addressed, such as the minimum remuneration guaranteed by the sector, to enable the latter to play its regulatory role, or the management of employees' career paths, in particular by facilitating their access to training, qualification and recognition of acquired experience.

Chapter 1. The job classification method

Article 59. Classification principles

The classification aims to order jobs in a hierarchical manner, according to a method determined jointly, and allowing companies in the sector to adapt to the economic and employment issues specific to them.

In order to guarantee the objectivity of the approach, each job is described and then classified with regard to the reality of this job.

The job held is evaluated on the basis of classification criteria applicable to all jobs, regardless of their title and the nature of the work performed.

The classification is thus carried out on a single scale, common to all jobs.

Article 60. Job analysis framework

The job analysis is carried out through six classification criteria. These criteria value the dimensions of work that are essential for the industry.

These classification criteria are common to all jobs, in order to take into account the diversity of activities within industrial companies. The classification criteria are defined as follows:

1° **Complexity of the activity:** difficulty/technicality and diversity of the work, solutions to be implemented, problems to be dealt with;

2° **Knowledge:** knowledge and know-how required in the job, acquired through initial/continuing training or experience;

3° **Autonomy:** latitude of action, organisation and decision-making within the job; associated level of control;

4° **Contribution:** effect and influence of actions and decisions on activities, the organisation and its environment; nature and importance of the scope of action and responsibility;

5° **Supervision/Cooperation:** support/assistance, guidance/transmission, supervision, mentoring, management/coordination, whether it is a hierarchical, functional or project-based responsibility;

6° **Communication:** nature and variety of exchanges and contact persons; transmission, consultation, negotiation, representation.

The diversity of the classification criteria used allows for a precise analysis of the content of the jobs.

To enable a precise analysis of jobs within the company and the industry, ten levels of requirement are defined for each of the classification criteria, thus reflecting the progressive nature of the job requirements for each criterion.

The six classification criteria and their ten levels of requirement form the architecture of the job analysis framework document below.

ANALYSIS FRAMEWORK - CLASSIFICATION METHOD

Criteria	Complexity of the activity	Knowledge	Autonomy	Contribution	Management - Cooperation	Communication
Level 10	Design of programmes/projects/strategies to anticipate changes in the environment for the entire organisation	The job requires the creation of authoritative knowledge	The job requires defining *strategic guiding principles* and associated resources, *validated by results*	The job has a direct impact on the sustainability of the organisation/*business entity*	Management/coordination of the entire organisation	The job requires the mobilisation of key decision-makers
Level 9	Development of *systems/models* covering several *professional fields* or advanced expertise in one of them	The job requires highly specialised knowledge in a discipline	The job requires defining *guiding principles* related to the general organisation with optimisation of resources and *validation by results*	The job involves the long-term *performance* of the organisation/*business entity*	Management/coordination of a subset of the organisation	The job requires **complex negotiations** and *representation* related to *strategic issues*
Level 8	Development of major *processes* in one or more *professional areas*	The job requires specialised knowledge in a discipline or in-depth knowledge in several disciplines	The job requires determining the *guidelines* and adaptation of the allocated resources with *validation based on results.*	The job involves the development of a sub-set of the organisation/business entity.	Hierarchical management of direct supervisors and/or coordination of a set of resources/means.	The job requires **negotiation** and representation with major and diverse stakeholders.
Level 7	*Analyses* and **studies requiring the combination of a set of** *techniques* or specialisation in one of them	The job requires in-depth knowledge in one discipline or general knowledge in several disciplines.	The job requires the determining *methods/processes*/means with *validation upon request.*	The job involves the performance of a sub-set of the organisation/business entity.	*Hierarchical management* of **work teams** and/or coordination of a sub-set of resources/*means*	The job requires seeking buy-in/compromise in a context of different/divergent interests with significant stakes.
Level 6	*Analyses* to define and implement *processes* **requiring the use of** diverse *methods* or *techniques*	The job requires *in-depth knowledge* in a sub-field of a *discipline*	The job requires identifying solutions and optimising *methods* and resources, with *validation* **initiated by a third party**	The job involves the *transformation* and *performance* of a service or department	*Hierarchical management* of a **work team** including individual assessment and/or *coordination of diverse activities*	The job requires *cooperation and partnership* with representatives of other entities
Level 5	Carrying out *activities* with the *choice* and implementation of listed *methods*/tools, carrying out *assessments* to anticipate/resolve difficulties	The job requires *general knowledge* in a part of a *discipline*	The job requires modifying *partially identified solutions* with *validation* **initiated by a third party**	The job involves decisions that have an impact within a service or department.	Leading/distributing/*supporting*/supervising/*coordinating* activities or collectively transmitting *knowledge* and practices	The job requires reaching shared/concerted findings/decisions with the stakeholders to be involved.
Level 4	Carrying out diverse *activities*, assessing and addressing various difficulties, implementing listed *operating* procedures to be adapted.	The job requires theoretical and practical *professional knowledge.*	The job requires adapting identified solutions under occasional supervision.	The job involves decisive actions producing effects on different **work teams.**	Collective technical/organisational *support* or individual *transmission of knowledge and practices*	The job requires *demonstrative communication*, argumentation.
Level 3	Carrying out similar *activities*, identifying anomalies, implementing *established procedures*	The job requires essentially practical *professional knowledge.*	The job requires selecting *solutions identified* under *frequent review.*	The job impacts different types of jobs within *the team*	Individual technical/organisational *support*	The job requires *adjusting responses* according to the stakeholders
Level 2	Performing simple and diverse tasks, identifying anomalies by providing initial insights into their nature.	The job requires basic knowledge.	The job requires applying identified solutions under frequent supervision.	The job has an impact on other jobs of an identical or similar nature.	Sharing of experience/knowledge and/or *regular cooperation.*	The job requires questioning, dialogue and reformulation when interacting with stakeholders in the *immediate work environment.*
Level 1	Performing simple and repetitive tasks, reporting anomalies.	The job requires minimal knowledge.	The job requires performing simple predefined tasks under *constant supervision.*	The job's impact is limited to its own *activities.*	Ad hoc cooperation	The job requires *the ability to understand instructions and engage in simple exchanges.*

Article 61. The job rating method

Article 61.1. General rating method

Rating requires a precise, objective and preliminary analysis of the job.

To reinforce the objectivity of the analysis, and to reflect, as accurately as possible, the diversity of existing positions, each of the classification criteria is evaluated independently of the others.

For each criterion, the level of requirement adopted is the one whose overall definition, as set out in the reference system provided for in Article 60 of this Agreement, corresponds to the job in question, or comes closest to it.

The level of requirement selected gives rise to the allocation of a number of points equal to the corresponding level number, i.e. a value ranging from 1 to 10.

The addition of the points obtained for all the criteria makes it possible to determine the rating of a job. The reference system referred to in Article 60 of this Agreement therefore makes it possible to distinguish 55 different ratings, ranging from 6 to 60 points.

Article 61.2. Specific guidelines relating to the "knowledge" criterion

In accordance with the provisions of Article 61.1 of this Agreement, the level assigned to the "knowledge" criterion is determined solely with regard to the knowledge required to perform the duties of the job in question. The knowledge corresponding to each of the ten requirement levels of the "Knowledge" criterion may have been acquired through initial training, continuing education, or experience.

The signatories wish to emphasise that holding a specific diploma does not automatically entitle the holder to be assigned the corresponding requirement level during the assessment of the "Knowledge" criterion.

To facilitate the assessment of the "Knowledge" criterion, the signatories have identified below, for illustrative purposes only, the specific requirement level of the "Knowledge" criterion that is likely to correspond to each diploma level defined within the National Framework for Professional Certifications (*Cadre national des certifications professionnelles*), as referenced in Articles L. 6113-1 and D. 6113-19 of the French Labour Code; these correlations are presented alongside the previous classification system derived from the nomenclature approved on 21 March 1969.

National framework for professional certifications level	**Diploma level** As defined by the national framework for professional certifications referenced in Article D. 6113-19 of the French Labour Code and in Article 2 of Decree No. 2019-14 of 8 January 2019	**Requirement level for the "knowledge" criterion**
8	**(formerly level I) - Doctoral Degree**	**8 or above**
7	**(formerly level I) - Master's Degree**	**7 or above**
6	**(formerly level II) - Bachelor's Degree**	**6**
5	**(formerly level III) - (2-year post-secondary vocational diploma ("BTS"), 2-year technical university diploma ("DUT")), etc.**	**5 or 6**
4	**(formerly level IV) - (BP, BT, vocational or technological baccalaureat, etc.)**	**4**
3	**(formerly level V) - (professional aptitude certificate ("CAP"), vocational certificate ("BEP"), etc.)**	**3**
2	**Not applicable**	**2**
1	**Not applicable**	**1**

Article 62. The single classification scale

A guarantee of transparency and simplicity, the single scale allows the classification of all jobs in the same system, while taking into account the specificities related to the jobs held by employees on work-study programmes.

Article 62.1. Principles

The 55 ratings referred to in Article 61.1 of this Agreement are grouped into 18 job categories. Each job category is designated by a number between 1 and 18.

The categories themselves are grouped into 9 job families. Each job family is designated by a letter from A to I.

The groupings are defined as follows:

Ratings	Job categories	Job families
58 to 60	18	I
55 to 57	17	
52 to 54	16	H
49 to 51	15	
46 to 48	14	G
43 to 45	13	
40 to 42	12	F
37 to 39	11	
34 to 36	10	E
31 to 33	9	
28 to 30	8	D
25 to 27	7	
22 to 24	6	C
19 to 21	5	
16 to 18	4	B
13 to 15	3	
10 to 12	2	A
6 to 9	1	

The job classification is designated by the letter of the job family and by the number of the category to which the job belongs.

Article 62.2. Identification of jobs in the professional category of executives

For the application of the sector's collectively agreed provisions, jobs falling within the professional category of executives are those classified in job families F, G, H and I.

Article 62.3. Identification of jobs for the benefit of specific provisions with regard to supplementary insurance schemes

Amended by the Addendum of 11 July 2023 to the French National Collective Agreement ("CCN") of 7 February 2022 - Art. 9.

For the application of the collectively agreed provisions of Article 2.1 of the National Interprofessional Agreement of 17 November 2017 on insurance coverage for executives, employees in jobs classified at least F11 are covered.

For the application of the collectively agreed provisions of Article 2.2 of the National Interprofessional Agreement of 17 November 2017 on insurance coverage for executives, employees in jobs classified at least E9 are covered.

For the application of paragraph 2 of Article R. 242-1-1 (1) of the French Social Security Code, employees in jobs classified at least C6 may be included in the category of executives for the benefit of the collective coverage referred to in Article L. 911-1 of the same Code.

The above categories are approved by the joint committee attached to the Association for the Employment of Executives ("APEC"), under the conditions set out in Article 3 of the aforementioned National Interprofessional Agreement of 17 November 2017 on insurance coverage for executives.

It is recalled that the provisions of this article apply only to the benefit of the specific provisions on supplementary insurance schemes and, where applicable, only to employees in jobs classified at least E9, for

the benefit of the services of Association for the Employment of Executives ("APEC").

Article 62.4. Work-study contracts

Given the nature of work-study contracts, combining education in a training centre with training based on the exercise of various and fluctuating work activities in the company, in connection with the professional certification prepared for subject to the contract, the signatories of this Agreement agree, by way of derogation from the provisions of this Part of the agreement on the classification of jobs, with the exception of those applicable to them under Article 63.2.1, Article 63.2.2, Article 63.3 of this Agreement and chapter 3 of this Part, to set up a specific classification system for employees on a work-study contract.

The employer classifies those individuals with a work-study contract during the period of execution of an apprenticeship or vocational training component of a contract entered into for a fixed period, or during the period of apprenticeship or vocational training of an open-ended contract, in one of the following 4 families:

- Family 1 includes employees holding an apprenticeship or vocational training contract aimed at obtaining a professional certification at level 3 of the national framework of professional certifications, who, in order to acquire the know-how and skills related to the qualification prepared, must perform, in part or, occasionally, in full, professional activities corresponding to one or more jobs falling within job family A of the sector's job classification grid;

- Family 2 includes employees holding an apprenticeship or vocational training contract aimed at obtaining a professional certification at level 4 of the national framework of professional certifications, who, in order to acquire the know-how and skills related to the qualification prepared, must perform, in part or, occasionally, in full, professional activities corresponding to one or more jobs falling within job families A and B of the sector's job classification grid;

- Family 3 includes employees holding an apprenticeship or vocational training contract aimed at obtaining a professional certification at level 5 or level 6 of the national framework of professional certifications, who, in order to acquire the know-how and skills related to the qualification prepared, must perform, in part or, occasionally, in full, professional activities corresponding to one or more jobs falling within job families A, B and C of the sector's job classification grid;

- Family 4 includes employees holding an apprenticeship or vocational training contract aimed at obtaining a professional certification at least at level 7 of the national framework of professional certifications, who, in order to acquire the know-how and skills related to the qualification prepared, must perform, in part or, occasionally, in full, professional activities corresponding to one or more jobs falling within job families A, B, C and D of the sector's job classification grid.

Examples of diplomas*	National framework for professional certifications level	Classification family according to the level of the professional certification prepared	Job family(s) according to the sector's job classification grid
Doctoral degree	8	Family 4	Groups A, B, C and D
Master's degree, engineering degree	7	Family 4	Groups A, B, C and D
Bachelor's degree, Bachelor of Applied Science ("BUT")	6	Family 3	Groups A, B and C
2-year post-secondary vocational diploma ("BTS"), 2-year technical university diploma ("DUT")	5	Family 3	Groups A, B and C
Vocational or technological baccalaureat	4	Family 2	Groups A and B
Professional aptitude certificate ("CAP"), vocational certificate ("BEP")	3	Family 1	Group A
* Vocational qualifications and vocational qualification certificates ("CQP") prepared by employees holding a work-study contract are classified by level according to the national framework of professional certifications, making it possible to identify the corresponding classification family.			

Article 62.5. Level of knowledge and job held

The level of knowledge, acquired through initial training, ongoing training or experience, is the basis of all the skills required for a job. However, holding a level of diploma or professional certification does not create a right to a minimum classification.

The signatories of this Agreement recall that, in accordance with the principle of contractual freedom, the parties to the employment contract freely determine the nature of the work – to be assigned by the employer and performed by the employee – upon which they agree within the framework of said contract. However, in accordance with the obligation to negotiate and conclude employment contracts in good faith, companies shall ensure that job offers are fair, whether internal or external, by ensuring that, where having certain professional qualifications or certifications is required, these are consistent with the actual requirements of the job offered and therefore with its classification.

With a view to fostering this consistency, and as an exception to the first paragraph, when the job offer mentions the requirement for a diploma or professional certification at level 7 of the national framework of professional certifications, the job, as it is actually performed, falls at least within job category F11.

Similarly, when the job offer refers to the requirement for a diploma or a professional certification at level 5 of the national framework of professional certifications, the job, as it is actually performed, falls at least within job category C6.

Chapter 2. Implementation of the classification

Article 63. Implementation in companies

Article 63.1. Job description

Amended by the Addendum of 11 July 2023 to the French National Collective Agreement ("CCN") of 7 February 2022 - Art. 10.

Prior to the job evaluation, the employer shall draw up a job description sheet for this job in French.

The purpose of this form is to enable the evaluation of a job—criterion by criterion—in accordance with the analysis framework referred to in Article 60 of this Agreement.

The job description includes, in particular:

- a description of the significant activities of the job;

- the nature and scope of the responsibilities exercised;

- a description of the work relations.

Significant activities are described, even when they fall within different professional fields or correspond to a small part of the job.

In order to support companies in creating the job description sheet, the pedagogical guide provided for in Article 64.1 of this Agreement includes a job description template.

For the purposes of consulting the employee, the employer must provide them, by any means, with the job description sheet of the job they hold.

In any event, the job description will be reviewed during the career development interview ("*entretien professionnel*") provided for in the autonomous collective agreement referred to in Article 5 of this Agreement. If necessary, the updated job description sheet is sent to the employee following the career development interview ("*entretien professionnel*").

Article 63.2. Job classification procedures

After analysing the job, the employer shall determine the classification of the job in question according to the job classification method provided for in Chapter I of this Part of the agreement.

Article 63.2.1. Implementation of the new classification system

Upon the initial application of this Agreement within the company, the employer shall notify each employee, in writing, of the classification assigned to their job.

Within one month of receiving such notification, the employee may submit a written request to their

employer seeking an explanation regarding the classification assigned.

In response, within one month following this request, the employer shall inform the employee, by any means, of the specific level adopted for each classification criterion within the analysis framework referred to in Article 60 of this Agreement. This response may, in particular, be provided during a meeting between the employee and the employer or the employer's representative.

Article 63.2.2. Hiring

Within one month of the end of their probationary period, or, in the absence of a probationary period, within one month of their hiring, the employee may send their employer a request for explanations concerning their job classification. In response, within one month following this request, the employer shall inform the employee, by any means, of the specific level adopted for each classification criterion within the analysis framework referred to in Article 60 of this Agreement. This response may, in particular, be provided during a meeting between the employee and the employer or the employer's representative.

Article 63.2.3. Change of classification

Where the content of the employee's role expands significantly and lastingly, at the employer's request or with their express agreement, the employer shall verify whether the job rating is affected thereby and, where applicable, shall increase the classification assigned to it.

The signatories to this Agreement reiterate that any modification of an essential element of the employment contract (also known as a "modification of the employment contract," as opposed to a "change in working conditions"), decided by the employer, is subject to the employee's prior agreement. The employee's agreement shall be express, except where the law provides that it may be given tacitly. Any modification of the job decided by the employer, where it results in a modification of the classification, necessarily constitutes a modification of an essential element of the employment contract.

Within a period of one month from this modification, the employee may send their employer a request for explanations concerning the classification adopted. In response, within one month following this request, the employer shall inform the employee, by any means, of the specific level adopted for each classification criterion within the analysis framework referred to in Article 60 of this Agreement. This response may, in particular, be provided during a meeting between the employee and the employer or the employer's representative.

Article 63.3. Role of staff representative bodies

In companies with fifty or more employees, in anticipation of the entry into force of the classification resulting from this Agreement, the works council, if one exists, shall be informed and consulted on the arrangements envisaged for the implementation of this classification within the company.

In companies with at least eleven employees, the staff representatives to the works council, if one exists, shall present to the employer, within the framework of the mission defined in the first paragraph of Article L. 2312-5 of the French Labour Code, individual or collective grievances relating to the implementation, within the company, of the classification resulting from this Agreement.

In the absence of staff representative bodies within the company, the employer shall bring to the attention of the employees, by any means, the information materials drafted jointly as referred to in Article 64.1 of this Agreement.

Article 64. Support from the sector

Article 64.1. Reference pedagogical guide

The signatories to this Agreement wish to support companies and employees in the deployment of the classification provided for by this Agreement.

To this end, they have produced a pedagogical guide, aimed at supporting companies in the implementation of this classification system, and at presenting and explaining this system to employees.

The pedagogical guide explains the functioning of the job classification system resulting from this Agreement, as well as its objectives. It specifies and illustrates the method for rating and classifying jobs, referred to in Chapter I of this Part of the agreement. It also provides the means for its widest possible dissemination to companies and employees within the sector. It includes information materials for employees,

presenting the new classification in a concise manner.

This guide was developed within the framework of a joint technical group. Any potential changes or modifications to the guide shall also be made within this framework.

At the end of the work of the joint technical group, the pedagogical guide shall be subject to validation by the permanent joint committee for bargaining and interpretation in the metallurgy sector (“CPPNI”).

The joint pedagogical guide is accessible by any means to employees and employers. The objective of this commitment to transparency is to allow each stakeholder within the company to better understand and use the job classification system. It also has the effect of allowing everyone to ensure the proper use of the classification.

Article 64.2. Monitoring the deployment of the new classification

The permanent joint committee for bargaining and interpretation in the metallurgy sector ("CPPNI") shall monitor the implementation of the classification within the framework of the sub-committee for the observation of collective bargaining provided for in Article 20.3.1 of this Agreement.

An evaluation of this Agreement shall be carried out no later than 5 years after its entry into force.

Article 64.3. Professional certification in the classification method

In order to attest to the knowledge of the classification resulting from this Agreement, particularly the job classification method it defines, the signatories to this Agreement have agreed to create a professional certification in the classification method, the development procedures for which were defined by the national agreement of 27 June 2016 relating to the operational implementation of the negotiation on the evolution of the metallurgy sector's collective bargaining agreement system, as amended.

This certification is a certificate of professional competency in metallurgy (“CCPM”).

It can be obtained either after completing a training programme delivered by a training organisation accredited by the metallurgy sector, or by applying independently. It is awarded after successfully passing the assessment.

The conditions for the accreditation of training organisations and the conditions for awarding the “CCPM” are defined by the "Professional Certifications System" provided for by the autonomous collective agreement referred to in Article 5 of this Agreement.

The training is implemented either at the employer's initiative within the framework of the skills development plan, or at the employee's initiative within the framework of the personal training account, subject to the registration of the “CCPM” in the Specific Directory (RS). It may also be implemented within the framework of the economic, social, environmental, and trade union training leave referred to in Articles L. 2145-1 et seq. of the French Labour Code, particularly for employee representatives.

The training is financed under the conditions of ordinary law, where applicable with the financial support of Opco 2i.

Chapter 3. Career paths

Article 65. Information for employees on career paths

Article 65.1. Information necessary for building a career development plan

The sector supports employees throughout their professional careers by providing them with the tools and information necessary for building a career development plan.

To this end, the "Certifications" and "Observations" joint technical groups publish, on their website, information useful for understanding the professional environment, developments in trades and professional qualifications within the sector, as well as the contact details and missions of the bodies in charge of career development advice (CEP) referred to in Article L. 6111-6 of the French Labour Code.

In addition, the job analysis framework gives employees a clearer picture of possible career development paths. The definition, for each classification criterion, of the levels referred to in Article 60 of this Agreement allows employees, based on how their job is positioned within the framework, to gain a clear understanding of the level of requirements needed to hold positions corresponding to higher levels.

Article 65.2. Career development interview ("entretien professionnel")

The signatories of this Agreement reiterate that the career development interview ("*entretien professionnel*") defined by the autonomous collective agreement referred to in Article 5 of this Agreement is the ideal time to discuss the career path and for the employer and the employee to discuss the foreseeable developments in jobs, trades, skills and qualifications, as well as on the support mechanisms that can be put mobilised to support a career development plan.

The career development interview ("*entretien professionnel*") support template, drawn up by the "Observations" joint technical group, incorporates the various stages and the various mechanisms that can be mobilised to support a career development plan.

Article 66. Employer and employee as stakeholders in the career development plan

Article 66.1. Support for the employer in defining and implementing the career development plan

When the employee and the employer agree on the definition of a career development plan, particularly during the career development interview ("*entretien professionnel*"), the employer shall identify, together with the employee, the actions to be taken, for example training programmes, procedures for assessing acquired skills, appropriate qualifications, the planned provisional schedule and career development prospects.

Article 66.2. Review of the implementation of the career development plan

When the employee obtains the qualification required to hold a job corresponding to the career development plan referred to in Article 66.1 of this Agreement, the employer shall examine the conditions under which the employee shall be given priority access to an available job, corresponding to the needs of the company and to this qualification.

An employee who, at the end of the career development plan, has moved into a new job within the same company, shall benefit from the assignment of the corresponding classification.

Article 67. The employee as a stakeholder in their career development plan

In order to be able to draw up a career development plan on their own initiative, the employee may request the support of the organisations responsible for career development advice ("CEP"). As such, they can receive individual support allowing them to identify the actions to be taken, the appropriate training and certification programmes, and the career development prospects.

The employee may, in particular during the career development interview ("*entretien professionnel*"), inform the employer of the training taken and certification obtained as part of their career development plan. At the employee's request, the employer shall examine their application for an available job, corresponding to the needs of the company and to that qualification.

An employee who, at the end of the career development plan, has moved into a new job within the same company, shall benefit from the assignment of the corresponding classification.

Chapter 4. Classification and minimum wages under the collective agreement

A hierarchical minimum wage is determined for each of the 18 job categories referred to in Article 62.1 of this Agreement.

These hierarchical minimum wages are determined in Chapter 1 of Part X.

Chapter 5. Transitional provisions

Article 68. Continuation of the benefit of the collectively agreed provisions applicable to executives

Employees whose job falls, on the date of entry into force of this Agreement, under the provisions of the French national collective bargaining agreement for engineers and executives in the metallurgy sector of 13

March 1972 – either in application of the provisions of the latter, or in application of Article 2 of the national agreement of 29 January 2000 on the provisional revision of classifications in the metallurgy sector – but does not meet the condition referred to in Article 62.2 of this Agreement, benefit from the following collectively agreed provisions, as long as they perform the said job within the company that employs them on that date:

- Article 73 on taking into account periods of suspension of the employment contract for determining length of service in application of the chapter on the termination of the employment contract;

- Article 74.2.1 on the notice period for resignation;

- Article 75.2.1 on the notice period for dismissal;

- Article 75.3 on the procedures for calculating the collectively agreed severance pay; the employee, who falls within the scope of this article, will benefit, according to the formula that benefits them most, from the statutory severance pay referred to in Article L. 1234-9 of the French Labour Code, the compensation referred to in Article 75.3.1.1 or that referred to in Article 75.3.1.2;

- Article 84 on the impact of illness on the right to paid leave;

- Article 91.1 on additional compensation for absences due to illness or accident;

- Part XII of this Agreement on the national provisions relating to the conditions for the exercise of the duties of employees performing jobs with a certain level of responsibility.

Article 69. Salary guarantees

Amended by the Addendum of 11 July 2023 to the French National Collective Agreement ("CCN") of 7 February 2022 - Art. 11.

The assignment of the classification resulting from the first application of this Agreement in the company may not have the effect of reducing the total gross annual remuneration of the employee subject to social security contributions in application of Article L. 242-1 of the French Social Security Code.

With regard to variable remuneration paid by the employer for the achievement of objectives, regardless of what it may be referred to as, only its principle, structure and calculation methods are guaranteed. Variable remuneration therefore only evolves based on the achievement of the objectives.

PART VI. EMPLOYMENT CONTRACT

Chapter 1. Formation of the employment contract

Article 70. Probationary period

Article 70.1. Purpose of the probationary period

In accordance with Article L. 1221-20 of the French Labour Code, the probationary period allows the employer to assess the employee's skills in their work, in particular with regard to their experience, and for the employee to assess whether the position held is suited to them.

Consequently, any periods of suspension of the employment contract occurring during the probationary period shall extend it by a period identical to these periods, calculated in calendar days.

Article 70.2. Existence of the probationary period

Pursuant to Article L. 1221-23 of the French Labour Code, the probationary period is expressly stated in the letter of appointment or in the employment contract. Otherwise, the employment contract does not include a probationary period.

By written agreement between the parties, the duration of the probationary period may be reduced during its execution.

Article 70.3. Duration of the probationary period

The duration of the probationary period of the fixed-term employment contract is fixed in accordance with the statutory provisions.

The duration of the probationary period of the open-ended employment contract is at most equal to the duration set out below:

Job families in the metallurgy sector classification	Maximum duration of the probationary period (excluding renewal)
A, B and C	2 calendar months
D and E	3 calendar months
F, G, H and I	4 calendar months

Without prejudice to the statutory provisions stipulating that certain employment relationships prior to hiring are attributable to the duration of the probationary period, the periods of work in the company carried out, in the same job, during the last 6 months prior to hiring, under a fixed-term contract entered into with the same company or a temporary agency work contract, are deducted from the duration of the employee's probationary period on an open-ended employment contract.

In accordance with Article L. 6222-16 of the French Labour Code, where an apprenticeship contract is followed immediately by the signing of an open-ended contract (CDI), a fixed-term contract (CDD) or a temporary agency work contract (CTT) within the same company, no probationary period may be imposed.

As an exception to the previous paragraph, when the apprenticeship contract is followed by the signing of an open-ended contract, a fixed-term contract or a temporary agency work contract in the same company, a probationary period may be provided for when the content of the job does not correspond to the work activities that had been entrusted to the holder of the apprenticeship contract. However, in this case, this probationary period is not renewable.

Article 70.4. Renewal of the probationary period

In accordance with the statutory provisions in force, the probationary period of the fixed-term employment contract is not renewable.

The probationary period of the open-ended employment contract may be renewed once, provided that this possibility has been expressly provided for in the letter of appointment or in the employment contract and that the renewal is the subject to an express agreement between the parties reached during the initial probationary period provided for in Article 70.3 of this Agreement.

The total duration of the probationary period, which results from the duration of the probationary period fixed in accordance with Article 70.3 of this Agreement plus the duration of the renewal, shall be at most equal to the duration defined below:

Metallurgy classification job families	Maximum total duration of the probationary period (including renewal)
A and B	2 calendar months
C	3 calendar months
D	4 calendar months
E	5 calendar months
F, G, H and I	6 calendar months

Article 70.5. Notice period in the event of termination of the probationary period

Article 70.5.1. Duration of the notice period

Article 70.5.1.1. Termination of the probationary period at the employer's initiative

When the employer terminates the open-ended contract (CDI) during the probationary period, they are required to observe, unless otherwise agreed between the parties, a notice period for the employee which cannot be less than:

1° 48 hours during the first month of service;

2° 2 calendar weeks after one month of service;

3° 1 calendar month after 3 months of service.

In accordance with Article L. 1221-25 of the French Labour Code, notice periods are applicable to the fixed-term contract (CDD) when the duration of the planned probationary period is at least 1 week.

To determine the duration of the notice period provided for in this article:

- the duration of employment corresponds to the actual presence of the employee in the company during the probationary period, excluding periods of suspension of the employment contract;

- the duration of the employee's presence is assessed on the date on which the employer has expressed its wish to terminate the probationary period.

The date of notification to the employee of the termination of the probationary period shall determine the starting point of the notice period.

Article 70.5.1.2. Termination of the probationary period at the employee's initiative

When the employee terminates the open-ended contract during the probationary period, they are required to observe, unless otherwise agreed between the parties, a notice period for the employer as follows:

- 24 hours if the employee has been employed for less than 8 days;

- 48 hours if the employee has been employed for at least 8 days.

These notice periods are applicable to fixed-term contracts (CDD) when the duration of the planned probationary period is at least 1 week.

To determine the duration of the notice period:

- the duration of employment corresponds to the actual presence of the employee in the company during the probationary period, excluding periods of suspension of the employment contract;

- the duration of the employee's presence is assessed on the date on which the employee has expressed their wish to end the probationary period.

The date of notification to the employer of the termination of the probationary period shall determine the starting point of the notice period.

Article 70.5.2. Performance of the notice period

The probationary period, including renewal, cannot be extended due to the duration of the notice period. The contract ends at the expiry of the notice period if it is observed, and at the latest upon the expiration of the probationary period in the event that the duration of the notice period is greater than the remaining duration of the probationary period.

Pursuant to Article L. 1221-25 of the French Labour Code, when the notice period has not been respected by the employer, the employee benefits, unless they have committed serious or gross misconduct, from a compensatory allowance equal to the amount of salary and benefits that they would have received if they had completed their work until the expiry of the notice period, including paid leave allowance.

The employer may unilaterally decide to exempt the employee from all or part of observing the notice period. In this case, the employment contract is terminated on the date of expression of intent of the employer to proceed with this waiver, and the employee shall receive an allowance which is equal to the amount of the compensatory allowance referred to in the preceding paragraph.

In the event of termination of the probationary period at the employer's initiative, the employee is not required to observe the notice period if they are obliged to start a new job before the expiry of the notice period. In this case, they are not liable for compensation for non-compliance with the notice period.

Article 70.5.3. Leaves of absence to look for a job

Article 70.5.3.1. Calculating working time in hours

In the event of termination of the probationary period at the employer's initiative, when the notice period is at least 2 weeks, the employee is authorised to be absent to look for a job for a period of 2 hours 30 minutes per day worked.

The procedures for taking this time off, including possibly grouping these hours together, shall be agreed between the employer and the employee.

In the absence of an agreement between the parties on the arrangements for taking the hours, they shall be fixed alternately, one day by the employer and one day by the employee.

As an exception to the preceding paragraph, in the absence of agreement between the parties, when the employee carries out an activity characterised by the need to ensure the continuity of the service or production, in particular for places of business or parts of places of business organising work in successive shifts, or when the methods of organising work are incompatible with taking time off in accordance with the first paragraph, these hours shall be grouped together to be allocated as a full shift as soon as the number of hours accrued is sufficient.

These absences shall not result in any reduction in remuneration.

They shall cease to be authorised as soon as the employee has found a new job.

Article 70.5.3.2. Calculating working time in days

In the event of termination of the probationary period at the employer's initiative, when the notice period is at least 2 weeks, the employer must ensure that the workload of the employee who has entered into an annual day-based working time agreement ("*convention de forfait en jours sur l'année*") is adapted to take into account the constraints of looking for a job.

In addition, if necessary, the employee is authorised to take one day off to look for a job per fortnight worked.

The procedures for taking this time off shall be agreed between the employer and the employee.

If the parties fail to agree on the procedures for taking this day off, it shall be fixed alternately one fortnight by the employer and one fortnight by the employee. When the notice period is equal to 2 weeks, the day shall be set by the employer.

These absences shall not result in any reduction in remuneration.

They shall cease to be authorised as soon as the employee has found a new job.

Chapter 2. Performance of the employment contract

Article 71. Redeployment following a declaration of incapacity

In accordance with Article L. 4624-1 of the French Labour Code, every employee shall benefit from individual monitoring of their state of health. In this framework, the occupational physician may, in accordance with Article L. 4624-3 of the French Labour Code, propose individual measures for the adjustment, adaptation or transformation of the job or working time arrangement measures justified by considerations relating in particular to the employee's age or state of health.

In accordance with Articles L. 1226-2 et seq. and L. 1226-10 et seq. of the French Labour Code, except in cases where the notice of incapacity carries an exemption from the obligation of redeployment, when the occupational physician declares the employee unfit for their job under the conditions provided for in Article L. 4624-4 of the Labour Code, the employer shall seek another job, appropriate to the capacities of the employee declared unfit, as comparable as possible to the job previously held.

When the possible proposal for redeployment corresponds to a modification of an essential element of the employment contract, known as a "modification of the employment contract," it shall be subject to the written agreement of the employee.

In this respect, when the modification of the employment contract resulting from a redeployment to another job within the same company following their declaration of incapacity by the occupational physician entails a reduction in their remuneration, the employee who prove at least one year of service at the date of the agreement between the parties shall benefit from the temporary maintenance of the remuneration corresponding to the job for which they were declared unfit, for a period of 3 months running from the date of application of the modification of the employment contract.

This period is increased to 4 months if the employee can prove length of service of at least 3 years, and to 6 months if the employee can prove length of service of at least 5 years.

The remuneration maintained corresponds to that which the employee would have received had they worked under the conditions of the job for which they were declared unfit.

The temporary maintenance of remuneration provided for in this article is not applicable to the portion of the reduction in remuneration resulting from a reduction in working time.

Article 72. Geographical mobility

Geographical mobility may constitute a factor in career development and professional development, by enabling employees to diversify their experience and strengthening their ability to adapt to a range of working environments. It also increases job opportunities.

In order to remove certain barriers to geographical mobility, support measures are put in place, particularly where a change of residence is required.

Article 72.1. Definition

The geographical mobility of employees, i.e. a change of workplace, may be the result of:

1° the unilateral decision of the employer, when this change does not involve a modification of an essential element of the employment contract, called a "modification of the employment contract," because it occurs within the same geographical sector;

2° the implementation, by the employer, of a mobility clause contained in the employment contract;

3° the application of a collective performance agreement referred to in Article L. 2254-2 of the French Labour Code, in order to meet the needs related to the operation of the company or with a view to preserving or developing jobs;

4° an agreement between the employer and the employee, at the initiative of either party (or, where the law so provides, an agreement expressed tacitly by the employee), in the case of a modification of an essential element of the employment contract, known as a "modification of the employment contract."

Article 72.2. Support for mobility requiring a change of place of residence

Article 72.2.1. General provisions

In the cases referred to in Article 72.1 of this Agreement, the modification of the place of work, at the employer's initiative, which requires a change of place of residence, entitles the employee to the following being paid for by the employer:

1° moving expenses;

2° transport and accommodation expenses for the employee, as well as for other persons occupying the home at the time of the move between the old and the new residence.

The employer's reimbursement is subject to compliance with the conditions referred to in the second paragraph of Article 8 of the Decree of 20 December 2002 relating to work-related expenses deductible for the calculation of Social Security contributions.

The methods for assuming these expenses shall be determined by agreement between the parties. In the absence of an agreement, the employer shall reimburse:

- the moving expenses provided for in point 1, on the basis of the lowest quotation; in this regard, the employer may request that the employee present up to 3 quotations;

- the expenses provided for in 2, according to the terms applicable in the company.

The expenses provided for in points 1 and 2 shall be reimbursed to the employee within the limit of the expenses actually incurred, provided that the expenses are justified.

Article 72.2.2. Specific provisions for the implementation of a mobility clause

In compliance with the principles of justification and proportionality provided for in Article L. 1121-1 of the French Labour Code, the employment contract may provide for a mobility clause, by which the employee accepts in advance that their place of work may be modified by the employer within the same company within a previously defined geographical area. The mobility clause precisely defines its geographical area of application, so that at the time the clause is entered into, the employee knows exactly the content of the mobility obligation arising from this clause.

The mobility clause is inserted into the employee's employment contract when the nature of their job makes it necessary for the operation of the company. In any event, the employee's job must be at least in job family D.

In the event of a significant modification of the employee's job during the performance of the employment contract, the parties should consider whether the mobility clause remains justified and proportionate, taking into account the job held.

The implementation of the mobility clause, when it requires a change of the employee's place of residence, occurring in compliance with the conditions referred to in paragraph 4 of Article 72.2.1 of this Agreement, shall be carried out under the conditions defined below.

The mobility clause shall be implemented by the employer in accordance with the interests of the company and in compliance with the duty of good faith. In this regard, the employer shall take into account the employee's personal and family life, in compliance with the principles of justification and proportionality provided for by Article L. 1121-1 of the French Labour Code.

The employee shall be informed of the implementation of the mobility clause at least 2 months before its effective date of application, unless otherwise agreed between the parties.

The operational arrangements for geographical mobility are examined during a meeting between the employer and the employee.

When the mobility clause has already been applied, it cannot be applied again within 30 months following its previous implementation, unless otherwise agreed between the parties.

The provisions of Article 72.2.2 of this Agreement shall not apply to employees whose geographical mobility is inherent to the duties performed.

Chapter 3. Termination of the employment contract

Article 73. General provisions

The provisions of this chapter relate to the termination of the open-ended employment contract. They are not applicable during the probationary period.

In accordance with the statutory provisions, the open-ended employment contract may be terminated at the employer or the employee's initiative, or by mutual agreement.

By way of derogation from Article 3 of this Agreement, relating to the definition of length of service, and subject to statutory provisions, the following periods shall not be taken into account when determining length of service for the purposes of this Chapter:

- the duration of previous employment contracts entered into with the same company;

- the duration of the assignments carried out by the employee in the company before their recruitment by the company under a temporary agency work contract entered into in application of Article L. 1251-1 of the French Labour Code or an open-ended temporary agency work contract entered into in application of Article L. 1251-58-1 of the French Labour Code;

- the periods of suspension of the employment contract for a continuous period of more than one year, except when such suspension corresponds to leave financed by a time savings account. The above clause does not apply to employees whose job falls under job families F, G, H and I, for which the periods of suspension of the employment contract are taken into account when calculating length of service in application of this chapter.

For the calculation of the indemnities referred to in Article 75.3.1.1 and Article 77.3 of this Agreement, the length of service, as defined in this article, acquired by the employee who holds a job in job families A to E, in respect of the periods during which the person concerned was bound by an annual day-based working time agreement ("*convention de forfait en jours sur l'année*") with the same company, shall be increased by 50%.

Article 74. Resignation

Article 74.1. Definition

Resignation is a unilateral act by which the employee clearly and unequivocally expresses their desire to terminate the employment contract.

Article 74.2. Notice

Article 74.2.1. Duration of the notice period

Subject to the exceptions provided for by the statutory provisions, the employee is required, unless otherwise agreed between the parties, to give the employer notice, the duration of which may not be less than that set out below:

Metallurgy classification job families	Notice period
A and B	2 calendar weeks
C	1 calendar month
D and E	2 calendar months
F, G, H, I	3 calendar months

To determine the duration of the notice period set out above, the job family shall be assessed on the date on which the employee has expressed they wish to resign.

The date of notification of the resignation to the employer shall determine the starting point of the notice period.

Article 74.2.2. Service of the notice period

If the employee does not respect their notice period, as referred to in Article 74.2.1 of this Agreement, the employee shall owe the employer compensation in lieu of notice.

When the employer is responsible for the non-performance of the notice period, notably in the case of a

waiver, the employee shall receive a compensatory indemnity equal to the amount of wages and benefits they would have received had they performed their work until the expiry of the notice period, including paid leave.

When the non-performance of the notice period is decided by mutual agreement between the parties, no compensatory indemnity in lieu of notice is due by either party and the employment contract is terminated on the date agreed between the parties.

Article 75. Dismissal

Article 75.1. Definition

Dismissal is termination of the employment contract at the employer's initiative. It is justified under the conditions provided for by statutory provisions, in particular, for a reason relating to the employee's personal circumstances or for economic grounds.

Article 75.2. Notice

Article 75.2.1. Duration of the notice period

When the dismissal is not motivated by serious misconduct or gross misconduct, the employer shall observe, unless otherwise agreed between the parties, a notice period of not less than the durations set out below:

Employee's length of service	Job family in question	Employee's age	Duration of the notice period
Less than 2 years	Any job family	Any age	1 calendar month
At least 2 years	Any job family	Any age	2 calendar months
At least 3 years	Job family E	Any age	3 calendar months
	Job families F, G, H and I	Less than 50 years old	3 calendar months
		Between 50 and 55 years old	4 calendar months
		At least 55 years old	6 calendar months
At least 5 years	Job families F, G, H and I	Between 50 and 55 years old	6 calendar months

To determine the duration of the notice period set out above, the length of service, job family and age shall be assessed on the date on which the employer has expressed they wish to dismiss the employee.

The date of notification the employee of their dismissal shall determine the starting point of the notice period.

Article 75.2.2. Service of the notice period

If the employee does not respect their notice period, as referred to in Article 75.2.1 of this Agreement, the employee shall owe the employer compensation in lieu of notice.

When the employer is responsible for the non-performance of the notice period, notably in the case of a waiver, the employee shall receive a compensatory indemnity equal to the amount of wages and benefits they would have received had they performed their work until the expiry of the notice period, including paid leave compensation.

An employee having performed at least half of the duration of the notice period provided for in Article 75.2.1 of this Agreement is not required to perform the remaining notice period if they are obliged to start a new job before its expiry. This right is subject to compliance with a notice period of 7 calendar days. In this case, the employee is not liable for compensation in lieu of notice provided for in the first paragraph.

The above paragraph applies subject to the special provisions provided for the notice applicable to dismissal for economic grounds.

When the non-performance of the notice period is decided by mutual agreement between the parties, no compensatory indemnity in lieu of notice is due by either party and the employment contract is terminated on the date agreed between the parties.

Article 75.2.3. Leaves of absence to look for a job

Article 75.2.3.1. Calculating working time in hours

During the notice period, the employee is authorised to take time off to look for a job for a period of 2 hours 30 minutes per day worked, up to a limit of 50 hours per month of notice.

For part-time employees, the volume of 50 hours is reduced in proportion to the working time provided for in the employment contract.

The procedures for taking this time off, including possibly grouping these hours together, shall be agreed between the employer and the employee.

In the absence of an agreement between the parties on the arrangements for taking the hours, they shall be fixed alternately, one day by the employer and one day by the employee.

As an exception to the preceding paragraph, in the absence of agreement between the parties, when the employee carries out an activity characterised by the need to ensure the continuity of the service or production, in particular for places of business or parts of places of business organising work in successive shifts, or when the methods of organising work are incompatible with taking time off in accordance with the first paragraph, these hours shall be grouped together to be allocated as a full shift as soon as the number of hours accrued is sufficient.

These absences shall not result in any reduction in remuneration.

They shall cease to be authorised as soon as the employee has found a new job.

Article 75.2.3.2. Calculating working time in days

During the notice period, the employer must ensure that the workload of the employee who has entered into an annual day-based working time agreement ("*convention de forfait en jours sur l'année*") is adapted to take into account the constraints of looking for a job.

In addition, if necessary, the employee is authorised to take one day off to look for a job per fortnight worked.

The procedures for taking this day off shall be agreed between the employer and the employee.

If the parties fail to agree on the procedures for taking this day off, it shall be fixed alternately one fortnight by the employer and one fortnight by the employee.

These absences shall not result in any reduction in remuneration.

They shall cease to be authorised as soon as the employee has found a new job.

Article 75.3. Severance pay

Except in the event of serious or gross misconduct, provided the dismissed employee has a length of service of at least 8 months, they are entitled to severance pay calculated as follows.

The length of service required to qualify for severance pay is assessed on the date on which the employer has expressed it wishes to dismiss the employee.

Article 75.3.1. Amount of the severance pay

The job family referred to in Article 75.3.1.1 and Article 75.3.1.2 of this Agreement is assessed on the date on which the employer has expressed its intention to dismiss the employee.

Article 75.3.1.1. Job families A, B, C, D or E

For employees whose job falls under job families A, B, C, D or E, the severance pay is at least equal to an amount fixed as follows:

1° one-fourth of a month's reference salary per year of service for the first 10 years;

2° one-third of a month's reference salary per year of service for each year beyond 10 years. For a length of service between 8 months and less than one year, the severance pay is calculated in proportion to the number of full months worked.

Full months of work completed beyond the full years are taken into account at the rate of one-twelfth per month of length of service.

To determine the amount of the severance pay, the employee's length of service is assessed on the date

of termination of the employment contract.

When an employee has been employed full time and part time, the amount of the severance pay is calculated in proportion to each of these periods of employment.

Article 75.3.1.2. Job families F, G, H and I

For employees whose job falls under job families F, G, H and I, the severance pay, without being able to exceed an amount equal to 18 months of reference salary, is at least equal to an amount fixed as follows:

1° for an employee whose length of service is less than 8 years: one-quarter of a month's reference salary per year of length of service;

2° for an employee with at least 8 years' length of service:

a) one-fifth of a month's reference salary per year of service for the first 7 years;

b) three-fifths of a month's reference salary per year of service for each year beyond 7 years. For a length of service between 8 months and less than one year, the severance pay is calculated in proportion to the number of full months worked.

Full months of work completed beyond one full year are taken into account at the rate of one-twelfth per month of length of service.

To determine the amount of the severance pay, the employee's length of service is assessed on the date of termination of the employment contract.

When an employee has been employed full time and part time, the amount of the severance pay, including the 18-month ceiling, is calculated in proportion to each of these periods of employment.

Article 75.3.2. Reference salary

The reference salary used to calculate the severance pay is, according to the formula most advantageous to the employee, the monthly average of the gross remuneration, within the meaning of Article L. 3221-3 of the French Labour Code, due:

1° either in respect of the last 12 months preceding the date on which the employer manifested the will to dismiss the employee, or, where the employee's length of service is less than 12 months, the months preceding that same date;

2° or in respect of the last 3 months preceding the date on which the employer expressed its intent to dismiss the employee.

Any element of remuneration paid to the employee during the last 12 or 3 months referred to in 1 and 2 above, at intervals greater than the reference period concerned, is taken into account within the limit of an amount calculated in due proportion.

In the event of suspension of the employment contract during the last 12 or 3 months referred to in 1 and 2 above, the gross remuneration that the employee would have received had they continued to work during the period in question shall be used for these periods.

Article 75.3.3. Increase and floors or reduction of severance pay for employees in job families F, G, H and I

When the employee's job falls under job families F, G, H or I on the date on which the employer has expressed its intent to dismiss them, the amount of the severance pay calculated in accordance with Article 75.3.1.2 and Article 75.3.2 of this Agreement is increased:

- by 20% for employees aged between 50 and 55 years old with a length of service of 5 years, but may not be less than 3 months of the reference salary;

- by 30% for employees aged between 55 and 60 years old with a length of service of 5 years, but may not be less than 6 months of the reference salary.

The amount resulting from the above paragraphs may not exceed an amount equal to 18 months of the reference salary.

The amount of the severance pay, calculated in accordance with Article 75.3.1.2 and Article 75.3.2 of this Agreement, is reduced:

- by 5% for employees aged 61 years old;

- by 10% for employees aged 62 years old;

- by 20% for employees aged 63 years old;

- by 40% for employees aged 64 years old and over.

The reduction may not result in the severance pay being reduced to an amount lower than that of the statutory severance pay.

The reduction is not applicable if the employee demonstrates that on the date of termination of the employment contract:

- either they do not have the required insurance period within the meaning of Article L. 3511 of the French Social Security Code to benefit from a full-rate pension;

- or one of the supplementary pensions to which the employer contributes with them is being paid out subject to a reduction.

The age and length of service conditions provided for in this article are assessed on the date of termination of the employment contract.

Article 75.3.4. Terms of payment of the severance pay

Severance pay is paid on termination of the employment contract.

In companies employing fewer than 50 employees, when the amount of the severance pay is greater than that of the statutory severance pay provided for in Article L. 1234-9 of the French Labour Code and exceeds 3 months' salary, the employer may pay the part that exceeds the amount of the statutory severance pay in several instalments within a maximum period of 3 months from the date of termination of the employment contract.

Article 76. Individual mutually agreed termination

Article 76.1. Definition

The employment contract may be terminated by mutual agreement of the parties within the framework of a mutually agreed termination, under the conditions provided for by Articles L. 1237-11 to L. 1237-16 of the French Labour Code.

Article 76.2. Specific compensation for mutually agreed termination

The specific compensation for individual mutually agreed termination provided for in Article L. 1237-13, paragraph 1, of the French Labour Code is at least equal to the severance pay provided for in Article 75.3 of this Agreement.

The reference period used to calculate the reference salary referred to in Article 75.3.2 of this Agreement is that which precedes the date of termination of the employment contract.

Article 77. Voluntary retirement

Article 77.1. Definition

Voluntary retirement is when an employee voluntarily leaves the company to receive an old-age pension.

Article 77.2. Notice

In the event of voluntary retirement, the employee shall observe, unless otherwise agreed by the parties, a notice period of no less than the periods specified below:

Employee's length of service	Duration of the notice period
Less than 2 years	1 calendar month
At least 2 years	2 calendar months

To calculate the notice period, length of service is assessed on the date on which the employee expressed they wished to leave the company in the context of voluntary retirement.

The date of notification to the employer of the employee's voluntary retirement shall set the starting point of the notice period.

Article 77.3. Retirement allowance

Voluntary retirement entitles the employee to a retirement allowance at least equal to the amounts set out below:

Employee's length of service		Amount of the allowance (in number of months of reference salary)
> or = 2 years	< 5 years	0.5
> or = 5 years	< 10 years	1.0
> or = 10 years	< 20 years	2.0
> or = 20 years	< 30 years	3.0
> or = 30 years	< 35 years	4.0
> or = 35 years	< 40 years	5.0
> or = 40 years		6.0

The reference salary used to calculate the retirement allowance is the same as that used to calculate the severance pay defined in Article 75.3.2 of this Agreement.

The reference period used to calculate the reference salary referred to in Article 75.3.2 of this Agreement is that which precedes the date on which the employee expressed they wished to leave the company under voluntary retirement.

To determine the entitlement to the retirement allowance, as well as to determine its amount, the employee's length of service is assessed on the date of termination of the employment contract.

Article 78. Compulsory retirement ("*mise à la retraite*")

Article 78.1. Definition

Compulsory retirement ("*mise à la retraite*") consists of an employer terminating an employee's employment contract under the conditions and subject to the reservations provided for by Article L. 1237-5 of the French Labour Code.

Article 78.2. Notice

In the event of compulsory retirement ("*mise à la retraite*"), the employer shall, unless otherwise agreed by the parties, observe a notice period towards the employee of no less than the periods set out below:

Employee's length of service	Duration of the notice period
Less than 2 years	1 calendar month
At least 2 years	2 calendar months

To calculate the notice period set out in the table above, the length of service is assessed on the date on which the employer has expressed it would like the employee to retire.

The date of notification to the employee of the compulsory retirement determines the starting point of the notice period.

Article 78.3. Compulsory retirement allowance

Compulsory retirement entitles the employee to a compulsory retirement allowance.

Pursuant to Article L. 1237-7 of the French Labour Code, the compulsory retirement allowance shall be at least equal to the statutory severance pay provided for in Article L. 1234-9 of the French Labour Code.

Article 79. Non-compete clause

By way of derogation from Article 73 paragraph 1 of this Agreement, this article concerns any type of employment contract and any type of termination.

Article 79.1. Definition and general provisions

In compliance with the principles of justification and proportionality provided for in Article L. 1121-1 of the

French Labour Code, the letter of appointment, the employment contract or any written agreement between the parties may provide for a non-compete clause, by which the employee shall refrain, after the termination of their employment contract, from exercising a professional activity that competes with that of their employer, under the conditions provided for in this article.

The non-compete clause precisely defines the scope of the non-compete obligation, limited in time and space, in accordance with the following two cumulative principles:

1° essential to protecting the legitimate interests of the company, the non-compete clause is justified by the employee's job, which could lead to real competition and harm the former employer.

2° the said non-compete clause must not prevent the employee from finding a job consistent with their training and professional experience.

In the event of a significant change in the employee's job during the performance of the employment contract, the parties are invited to examine whether the non-compete clause remains justified and proportionate, with regard to the job held.

Article 79.2. Maximum duration of application

The non-compete clause shall set the duration of the non-compete obligation, which may not exceed one year.

However, the non-compete obligation may be renewed once, up to a maximum total duration of 2 years.

By derogation from the above two paragraphs, in accordance with the principle of proportionality, in the event of termination of the employment contract during the probationary period, the duration of the non-compete obligation may not exceed the duration of the probationary period set out in the employment contract or in the letter of appointment, set pursuant to Article 70.3 of this Agreement.

The duration and conditions of renewal are set out in the non-compete clause. In the absence of any such provision, the renewal shall be subject to an agreement between the parties, before the end of the initial term of the non-compete obligation.

In any event, the parties to the employment contract shall ensure that the period of application is proportionate to the protection of the company's legitimate interests, having regard to the nature of the employee's job.

Article 79.3. Financial compensation

The non-compete clause includes the obligation for the employer to pay a financial compensation during the term of the non-compete obligation.

The financial compensation corresponds to a monthly allowance that cannot be less than an amount equal to half of the monthly average of the gross remuneration, within the meaning of Article L. 3221-3 of the French Labour Code, of the last 12 months preceding the actual departure of the employee from the company. This amount is increased to 60% of this average in the event of renewal of the non-compete obligation, for the duration of the renewal.

In the event of suspension of the employment contract during the 12 months referred to in this article, the gross remuneration that the employee would have received had they continued to work during the period in question shall be used for these periods.

Since the monthly allowance provided for above is the compensation for compliance with the non-compete clause, it shall cease to be due in the event of a breach by the employee of their non-compete obligation.

Article 79.4. Waiver of the non-compete clause

The employer may unilaterally waive the performance of the non-competition clause under the conditions defined below.

The employer expresses its intention to waive the clause in writing, at the latest within 15 calendar days following:

1° the date on which the employer expresses its intention to terminate the employment contract, in the case of a termination of the employment contract at its initiative;

2° the date of notification to the employer of the termination, when the employee initiates the

termination of the employment contract;

3° the date of the termination of a fixed-term employment contract (CDD) by mutual agreement;

4° the date of signature of the contractual termination agreement referred to in Article L. 1237-13 of the French Labour Code, in the absence of a mention of the waiver within said agreement.

In the case referred to in point 4 above, the waiver is deemed unwritten when the termination agreement is not followed by an effective termination of the employment contract.

When the date referred to in point 2 coincides with a period of collective closure of the place of business for leave, the starting point of the 15-day period shall be postponed to the first day following the end of the closure period.

The waiver of the non-compete clause shall release the employer from the payment of the financial compensation provided for in Article 79.3 of this Agreement.

Chapter 4. Special provisions for the prevention of dismissal for economic grounds and termination of the employment contract

Section 1. Termination by mutual agreement under a collective agreement

Article 80. Termination by mutual agreement within the framework of a collective contractual termination agreement or mobility leave

In application of Articles L. 1237-17 et seq. of the French Labour Code, the social partners have the option to negotiate, by collective agreement, terminations by mutual agreement in the form of a collective contractual termination or mobility leave. These terminations, which exclude any dismissal or resignation, are based on the mutual consent of the employer and the employee.

These collective agreements do not replace the voluntary departure plans implemented, where applicable, by companies that justify an economic ground in application of Article L. 1233-3 of the French Labour Code.

Section 2. Prevention of dismissal for economic grounds and termination of the employment contract in the context of dismissal for economic grounds

Article 81. Prevention of dismissal for economic grounds

Article 81.1. Modification of the employment contract for economic grounds

In order to limit the number of dismissals for economic grounds that it might be required to implement, a company faced with economic difficulties, technological changes, or the need to safeguard its competitiveness shall prioritise, where possible, the modification of the employment contract on economic grounds which entails neither a lower classification nor lower remuneration for the employee.

As soon as a modification of the employment contract for economic grounds is envisaged, it is proposed to the employee in application of Article L. 1222-6 of the French Labour Code. As such, the employee shall have one month, from receipt of the proposal by registered letter with acknowledgement of receipt, to make their refusal known. This period is reduced to 15 days when the company is in court-ordered receivership or judicial liquidation.

In the absence of a response within the periods referred to above, the employee shall be deemed to have accepted the proposed modification.

Article 81.2. Redeployment

Article 81.2.1. Internal redeployment

Companies must seek all possibilities for internal redeployment for employees whose dismissal for economic grounds is envisaged, under the conditions provided for by the legal and regulatory provisions.

In order to inform employees of positions available for internal redeployment, the employer may send a personalised offer to each employee concerned or use any means to disseminate a list of available positions to all employees concerned.

If the employer prefers to disseminate available positions by means of a list, this list shall include a common reflection period for all offers, under the conditions set out in Article D. 1233-2-1 of the French Labour Code.

In the event of the dissemination of a list of internal redeployment offers, this list shall include available positions located within the national territory in the company and in other companies of the group to which the company belongs. The list shall specify the criteria for deciding between employees in the event of multiple applications for the same offer, as well as the deadline for the employee to submit their written application.

In the event of an update to the list, the new offer(s) shall be subject to a reflection period identical to the initial reflection period, running from the date of publication of these new offers.

The absence of a written application from the employee at the end of each of the reflection periods referred to in the two preceding paragraphs shall constitute a refusal of the offers.

Article 81.2.2. External redeployment

The social partners of the sector can help to find external redeployment for employees, when a collective dismissal for economic grounds is being considered.

The territorial employers' organisations (“*chambres syndicales*”) of the metallurgy sector can put companies that are considering these dismissals in contact with those that are recruiting. They can also mobilise the sector's tools for assisting with redeployment, in particular the job fairs they have set up, or the tools deployed by the profession's training centres.

The UIMM promotes redeployment searches by setting up a digital job board accessible on a website available to companies and employees in the sector. This tool enables companies considering collective dismissals for economic grounds to input profiles anonymously, thereby allowing them to identify available positions in other companies that the affected employees could fill.

Article 81.3. Temporary continuation of remuneration

In the event of a modification of the employment contract for economic grounds or resulting from a redeployment within the same company of an employee whose dismissal for economic grounds is being considered, when the amendment entails a reduction in the employee's remuneration within the meaning of Article L. 3141-24, I, of the French Labour Code, the employee with a minimum length of service of one year determined under the conditions provided for in Article L. 1234-1, 2) benefits from the temporary continuation of this remuneration for a period of 3 months following the date of entry into force of the modification of the employment contract.

This period is increased to 4 months for employees with a length of service of at least 3 years, and to 6 months for employees with a length of service of at least 5 years.

Article 81.4. Access to training

In the event of a modification of the employment contract for economic grounds or resulting from a redeployment within the same company of an employee whose dismissal for economic grounds is envisaged, the employer shall ensure, in application of Article L. 6321-1 of the French Labour Code, the adaptation of the employees concerned to their job and shall safeguard their employability, particularly in light of developments in jobs, technologies, and organisations.

When the employee concerned requests it, the company will examine the conditions enabling them to develop their skills. As such, it may, for example, consider an additional employer contribution to their personal training account.

Article 82. Termination of the employment contract in the context of dismissal for economic grounds

Article 82.1. Informing the regional joint committees for employment and vocational training (“CPREFP”)

Companies that are considering the dismissal of at least 10 employees for economic grounds must inform the regional joint committee for employment and vocational training (“CPREFP”) concerned.

Article 82.2. Notice

Unless they are on redeployment leave or benefit from a redundancy support agreement (“contrat de sécurisation professionnelle”, employees dismissed for economic grounds are entitled to a reduction in their notice period if they can prove that they have signed a new employment contract. In such a case, the employee

shall not be liable for compensatory payment in lieu of notice, and the contract shall then terminate no later than the day immediately preceding the first day of performance of the new employment contract.

Article 82.3. Priority for re-employment

Pursuant to Article L. 1233-45 of the French Labour Code, an employee dismissed for economic grounds has priority for re-employment during a period of one year from the date of termination of their contract if they make the request during the same period.

In this case, the employer must inform them of any job that becomes available and is compatible with their qualifications. The employer must also specify the period during which the employee can express that they wish to apply for an available job.

PART VII. SUSPENSIONS OF THE EMPLOYMENT CONTRACT

Chapter 1. Paid leave – Exceptional leave

Article 83. Duration of leave and the accrual period

In accordance with Articles L. 3141-3 et seq. of the French Labour Code, each employee benefits from annual paid leave, the duration of which is set at two and a half business days per month of actual work, i.e. 30 business days for a full year of work. The main leave is for a period of 24 business days. The remaining 6 business days constitute the 5th week of paid leave.

The company may adopt a system of calculating paid leave in working days.

The reference period for the accrual of paid leave is fixed, at the company's choice:

- from 1 June to 31 May of the following year;
- over the calendar year;
- where applicable, over the annual calculation period of working time.

Article 84. Impact of ordinary illness on the right to paid leave

Without prejudice to the provisions of Article L. 3141-5 of the French Labour Code, the periods during which the employment contract is suspended due to illness or accident are considered as periods of actual work for calculating the duration of the leave, within the limit of the following duration:

1° 2 calendar months of absence, if the employee has a length of service of one year;

2° 4 calendar months of absence, if the employee has a length of service of 5 years;

3° 6 calendar months of absence, if the employee has a length of service of 10 years;

4° 8 calendar months of absence, if the employee has a length of service of 20 years.

In any event, if several absences due to illness or accident occur during the same reference period taken into account for calculating statutory paid leave, the cumulative assimilation period may not exceed the duration provided for in 1 to 4 above.

As an exception to the above provisions, for employees whose job falls under job families F, G, H or I, the periods referred to in the first paragraph of this article are limited to a period of one calendar year of absence, regardless of the employee's length of service.

Length of service is assessed at the start of the reference period.

Article 85. Period for taking paid leave and order of departures

The period for taking paid leave is fixed, in principle, from 1 May to 30 April of the following year.

Depending on the needs of the company, another period may be fixed by the employer. This must include the period from 1 May to 31 October. It is brought to the attention of employees at least 2 months before it opens.

The order of departures is set by the employer taking into account all or part of the following criteria:

- the employee's activity with one or more other employers;
- family status;
- the date of submission of the request for leave;
- length of service in the company.

Article 86. Modification of the order of departures or dates of leave and called back to work during leave

The order and date of departures on leave may be modified within the time limits referred to in Article L. 3141-16 (2) of the French Labour Code.

In exceptional cases where, at the employer's request, an employee's leave dates are changed during the minimum notice period applicable under the above paragraph, or when the employee is called back to work during their paid leave, the costs incurred will be reimbursed to them, on presentation of supporting documents.

When the employee is called back to work during their paid leave, they benefit from an additional leave of two business days, to be taken under conditions determined by mutual agreement between the employer and the employee.

Article 87. Rules for dividing up paid leave

The 24 business days of main leave shall be taken consecutively, except in the cases referred to in Article L. 3141-19 of the French Labour Code.

A fraction of the main leave of at least 12 business days must be taken without interruption. This fraction must be taken during the period from 1 May to 31 October.

The remaining days of main leave are to be taken by the employee in one or more fractions during the period defined in Article 85 of this Agreement.

The provisions of Article L. 3141-23 of the French Labour Code are applicable except in the event of dividing up the main leave at the employee's initiative or with their agreement.

Article 88. Terms of postponing leave

If the employee's leave has been postponed due to an ordinary illness or an accident at work or an occupational disease, occurring before the date of departure on leave, it may be taken within a maximum period of 15 months following the date of the employee's return to the company at the end of the period of suspension of the employment contract.

In accordance with the provisions of Article L. 3141-22 of the French Labour Code, when the company calculates the working time of employees over the year as part of an agreement to adjust working time over an annual period or an individual agreement on annual hour-based or day-based fixed working time, the taking of paid leave may be postponed, at the employee's request, and once the employer has agreed, until 31 December of the year following that during which the period of taking this leave began.

This option may be used in the year in which the company changes the period of acquisition of paid leave to coincide with the annual calculation period of working time.

Postponed leave is remunerated under the conditions set out in Articles L. 3141-24 et seq. of the French Labour Code.

The request for postponement must be made by the employee at least 3 months before the expiry of the current period.

The postponement has the effect of increasing, during the year in which it takes place:

- the applicable annual overtime threshold. This threshold is increased by the value in working hours of the number of days of leave postponed;
- the annual volume of working hours agreed under an individual agreement on annual hour-based fixed working time ("*convention individuelle de forfait en heures sur l'année*"). This volume is increased by the value

in working hours of the number of days of paid leave postponed;

- the volume of the number of working days agreed under an individual agreement on annual day-based working time ("*convention individuelle de forfait en jours sur l'année*"). This threshold is increased by the number of days of leave postponed, expressed in working days.

The postponement has the effect of reducing, during the year of taking the days of leave thus postponed:

- the applicable annual threshold for triggering overtime. This threshold is reduced by the value in working hours of the number of days of leave postponed;

- the annual volume of working hours agreed under an individual agreement on hour-based fixed working time ("convention individuelle de forfait en heure sur l'année"). This volume is reduced by the value in working hours of the number of days of paid leave postponed;

- the volume of the number of working days agreed under an individual agreement on annual day-based working time ("*convention individuelle de forfait en jours sur l'année*"). This threshold is reduced by the number of days of leave postponed, expressed in working days.

Article 89. Additional paid leave

The signatories to this Agreement consider that offering additional leave may make companies in the sector more attractive towards employees entering the job market. They also consider that the particular constraints related to the organisation of work within the framework of an annual day-based or hours-based fixed working time agreement ("*convention de forfait en jours ou en heures sur l'année*") justify the award of additional rest time.

The provisions of this article do not apply when a company agreement provides for the award of additional paid leave days in application of Article L. 3141-10 of the French Labour Code.

Article 89.1. Common provisions

For any employee with a length of service of 2 years, statutory paid leave is increased by additional paid leave of one business day.

The duration of this additional paid leave is increased to 2 business days for employees over 45 years of age.

The duration of this additional paid leave is increased to 3 business days for employees over 55 years of age and with a length of service of at least 20 years.

Additional leave days have the effect of reducing the number of hours or days of work agreed in the annual fixed working time agreement ("*convention de forfait*").

Article 89.2. Specific provisions applicable to senior executives ("cadre dirigeants") and employees under an annual fixed working time agreement ("convention de forfait")

Without prejudice to the application of Article 89.1 of this Agreement, an employee with a length of service of one year is entitled to one additional business day of paid leave:

- if they are a senior executive within the meaning of Article 104 of this Agreement;

- or if their working time is calculated in hours or days under an annual fixed working time agreement ("*convention de forfait*"), according to the terms provided for in Article 102 and Article 103 of this Agreement.

Article 89.3. Assessment of the right to additional leave

The right to additional leave provided for in Article 89 of this Agreement shall be assessed on the date of expiry of the reference period taken into consideration for determining statutory paid leave or on the date of termination of the employee's employment contract if this is earlier.

This right to additional leave is proportional to the duration of the statutory paid leave acquired by the employee during the reference period used.

If the number of days of paid leave, including additional leave, is not a whole number, the duration of the leave shall be rounded up to the next whole number.

Article 89.4. Transitional provisions

Article 89.4.1. Employees concerned

This article concerns employees whose employment contract was entered into with the company prior to the date of entry into force of these collectively agreed provisions.

The purpose of this article is to offset the loss resulting from the entry into force of these collectively agreed provisions for the employees referred to in this article with regard to their rights to additional paid leave.

Article 89.4.2. Situations covered

Amended by the Addendum of 30 September 2022 to the French National Collective Agreement ("CCN") of 7 February 2022 - Art. 6.

If, on the date of entry into force of these collectively agreed provisions, in application either of Article 1 of the French National Agreement of 23 February 1982 on working time, or of special provisions provided for by the territorial or sectoral collective bargaining agreements, or of Article 14 of the French National Collective Bargaining Agreement for Engineers and Executives in the Metallurgy Sector of 13 March 1972, the employee benefits from a number of days of additional paid leave greater than that resulting from Article 89.1 and Article 89.2 of this Agreement, they retain the benefit of this number of days of leave as it is reached on the same date under the conditions provided for in Article 89.4.3.

If, on the date of entry into force of these collectively agreed provisions, in application of either Article 1 of the French National Agreement of 23 February 1982 on working time, or of special provisions provided for by the territorial or sectoral collective bargaining agreements, or of Article 14 of the French National Collective Bargaining Agreement for Engineers and Executives in the Metallurgy Sector of 13 March 1972, the employee benefits from a number of days of additional paid leave less than or equal to that resulting from Article 89.1 and Article 89.2 of this Agreement, they benefit from the rights resulting from Article 89.1 and Article 89.2.

At the end of a period of 5 years from the entry into force of these collectively agreed provisions, the situation of the employees referred to in Article 89.4.1 of this Agreement shall be reviewed. If the employee had benefited, at the end of this 5-year period, in application of—as the case may be—either Article 1 of the French National Agreement of 23 February 1982 on working time, specific provisions provided by territorial or sectoral collective bargaining agreements, or Article 14 of the French National Collective Bargaining Agreement for Engineers and Executives in the Metallurgy Sector of 13 March 1972, from a number of additional paid leave days higher than that resulting from the application of Article 89.1 and Article 89.2 of this Agreement, or from the continuation of their rights as provided for in the first paragraph of Article 89.4.2, they shall retain, at the end of this period, the benefit of this number of leave days as reached at the end of said 5-year period under the conditions provided for in Article 89.4.3. In the context of the comparison, the condition relating to the employee's classification for the allocation of the personal responsibilities leave provided for by Article 48 of the French National Collective Bargaining Agreement for the Iron and Steel Industry is, by exception, assessed as of 31 December 2023 and is not subject to any subsequent re-evaluation.

Article 89.4.3. Operation of the maintenance of rights

The maintenance of rights provided for in Article 89.4.2 of this Agreement shall apply without cumulation with the rights derived from Article 89.1 and Article 89.2.

The maintenance of rights shall cease as of the date on which the employee concerned becomes entitled to a number of additional paid leave days—pursuant to Article 89.1 and Article 89.2 of this Agreement—that is at least equal to the number corresponding to the continuation of their rights. These provisions shall not preclude the review provided for in paragraph 3 of Article 89.4.2.

In any event, the maintenance of rights shall cease on the date of termination of the employment contract

This article is not applicable to employment contracts entered into with the company from the date of entry into force of these collectively agreed provisions.

Article 90. Exceptional leave for family events

Employees are entitled, regardless of length of service and upon providing justification, to leave days (exceptional authorisations of absence) to participate in family events, complete related administrative

formalities, and attend ceremonies.

Pursuant to Articles L. 3142-4 and L. 3142-1-1 of the French Labour Code, these days of leave are granted for the events listed below and according to the following terms:

Days provided for by the French Labour Code (business days)		
1°	Marriage of a child	1 day
2°	For each birth for the father and, where applicable, the spouse or cohabiting partner of the mother or the person related to her by a civil partnership	3 days
3°	For the arrival of a child placed for adoption	3 days
4°	Death of a child aged 25 years and over without children of their own	5 days[1]
5°	Bereavement of a child under the age of 25 or bereavement of a person under the age of 25 who was effectively and permanently dependent on the employee	8 days
6°	Death of a spouse, a partner in a civil partnership or a cohabiting partner	3 days
7°	Death of a father, mother, stepfather, stepmother, brother or sister	3 days
8	Announcement of the occurrence of a disability, a chronic illness requiring therapeutic learning or cancer in a child	2 days[2]
Days provided for by the French Labour Code (working days)		
9	Death of a child under the age of 25 or death of a child who is themselves a parent, regardless of their age, or death of a person under the age of 25 who was effectively and permanently dependent on the employee	7 days[3]
Days under the collective bargaining agreement (calendar days)		
10	Marriage of the employee or entering into a civil partnership (PACS) by the employee	One week
11	Death of a spouse, a partner in a civil partnership or the cohabiting partner in the event of a dependent child or dependent children (cannot be combined with the days granted for death provided for in 6° of this article)	5 days
12°	Death of a grandparent	1 day
13°	Death of a grandchild	1 day

If there is a distance to travel, in order to allow the employee to go to the place of the event, the employer must ensure that the employee is allowed to take rest days (for example, paid leave, working time reduction days, or even leave without pay) before the start of the leave for a family event.

In accordance with Article L. 3142-1 of the French Labour Code, the days of absence provided for in 2° and 3° above cannot be combined with the leave granted for the same child as part of maternity leave.

These periods of leave do not entail any reduction in remuneration. They are treated as actual working time when calculating the duration of annual paid leave.

Chapter 2. Illness – Accident – Parenting

Article 91. Absences due to illness or accident

Article 91.1. Additional compensation

[1] Note on legislative changes: Act No. 2023-622 of 19 July 2023, aimed at strengthening the protection of families of children with a serious illness, disability, or victim of a particularly serious accident, has increased the duration of this leave to 12 days (instead of 5 days).

[2] Note on legislative changes: Act No. 2023-622 of 19 July 2023, aimed at strengthening the protection of families of children with a serious illness, disability, or victim of a particularly serious accident, has increased the duration of this leave to 5 days (instead of 2 days).

[3] Note on legislative changes: Act No. 2023-622 of 19 July 2023 aimed at strengthening the protection of families of children with an illness or disability or victims of a particularly serious accident has modified the duration of this leave to 14 business days (instead of 7 working days).

Article 91.1.1. Conditions for additional compensation

Amended by the Addendum of 1 July 2022 to the French National Collective Agreement ("CCN") of 7 February 2022 - Art. 1.

In the event of incapacity for work resulting from illness or accident, justified within 48 hours by a medical certificate that may give rise to a further consultation, an employee who has a length of service of at least one year with the company shall benefit from additional compensation paid by the employer, provided that they:

- are indemnified by Social Security (receipt of daily Social Security benefits/"IJSS"); this condition does not preclude compensation for sick leave shorter than the statutory waiting period mentioned in Articles L. 323-1 and R. 323-1 of the French Social Security Code;

- are treated on French territory or in one of the other Member States of the European Union or in one of the other States party to the Agreement on the European Economic Area.

However, for absences due to a workplace accident or occupational illness occurring within the company, supplemental compensation is paid to any employee with a length of service of at least three months.

The employee's length of service in the company for the application of these provisions shall be assessed on the first day of absence in accordance with the provisions of Article 3 of this Agreement.

However, if an employee who does not have the length of service required to benefit from the provisions of this article acquires this length of service while absent due to illness or accident, the provisions of this article shall be applied to them without deduction of the period not giving rise to the right to compensation.

In the event of a change in the length of service bracket during absence due to illness or accident, the employee shall immediately benefit from the related compensation credit.

Article 91.1.2. Duration and amount of additional compensation

Article 91.1.2.1. Duration and amount of compensation for employees in job families A, B, C, D and E

From the 1st day entirely not worked, the employee's compensation is paid up to:

- for a length of service of 1 to 5 years: 100% for 90 days;

- for a length of service of 5 to 10 years: 100% for 120 days;

- for a length of service of 10 to 15 years: 100% for 150 days;

- for a length of service of more than 15 years: 100% for 180 days.

By way of derogation from paragraph 1 of this article, any employee on sick leave following an accident at work or an occupational disease occurring or contracted in the company shall be compensated from the 1st day of absence.

Article 91.1.2.2. Duration and amount of compensation for employees in job families F, G, H and I

From the 1st day entirely not worked, the employee's compensation is paid up to:

- for a length of service of 1 to 5 years:
    - 100% for 90 days;
    - 50% for 90 days;
- for a length of service of 5 to 10 years:
    - 100% for 120 days;
    - 50% for 120 days;
- for a length of service of 10 to 15 years:
    - 100% for 150 days;
    - 50% for 150 days;
- for a length of service of more than 15 years:
    - 100% for 180 days;
    - 50% for 180 days.

By way of derogation from paragraph 1 of this article, any employee on sick leave following an accident at work or an occupational disease occurring or contracted in the company shall be compensated from the 1st

day of absence.

Article 91.1.3. Terms of payment of the additional compensation

Amended by the Addendum of 10 June 2024 to the French National Collective Agreement ("CCN") of 7 February 2022 - Art. 1.

The compensation paid is the gross remuneration that the employee would have received had they continued to work. The remuneration to be taken into consideration is that corresponding to the working hours applied during the employee's absence in the establishment or part of the establishment. However, if the working hours of other employees were increased as a result of the employee's absence, this increase shall not be taken into account when determining the remuneration. Any bonus or incentive at intervals greater than one month, paid to the employee during this period, shall only be taken into account up to a proportionally calculated amount (*pro rata temporis*).

The compensation paid by the employer only serves as a supplement to the daily social security benefits ("IJSS") received by the employee. Consequently, if social security benefits are reduced (e.g., due to a sanction by the fund against the employee or other legal or regulatory changes), they are deemed to have been paid in full for the purpose of calculating the supplemental compensation paid by the employer.

In the event of an action for recovery of undue payments (*action en répétition de l'indu*) exercised by the fund under the French Social Security Code, the employer is entitled to seek reimbursement of the supplemental sums paid, according to the legal rules in force.

The compensation paid by the employer is calculated by deducting the amount of daily social security benefits ("IJSS") received by the employee, or supplementary fund benefits, but in the latter case only the portion of benefits resulting from employer contributions is used for the deduction. Without prejudice to more favourable provisions, these allowances or benefits are calculated based on their amount before deduction of social security contributions and taxes of any kind applicable, should this be the case, to said allowances or benefits and that are legally the responsibility of the employee.

In any event, the individual may not receive total compensation (after applying all the aforementioned guarantees and any benefits from a supplementary provident insurance scheme) that exceeds the net remuneration they would have received had they continued to work during the period their contract was suspended.

For the calculation of the compensation due to the employee for each payroll period, the compensation already received by the person concerned during the calendar year is taken into account, so that if several absences for illness or accident, separated by an actual resumption of work, have been compensated during these twelve months, the total duration of compensation does not exceed that defined by the provisions of this article.

In accordance with the preceding paragraph, in the case of an overlapping illness, defined as a single period of sick leave spanning across two calendar years, the compensation procedures differ based on whether the employee was already incapacitated due to illness or accident during calendar year N.

- if the employee was never incapacitated during calendar year N before the overlapping sick leave, the change of calendar year may not have the effect of extending, for the same period of sick leave, the periods of compensation provided for under the provisions of Article 91.1.2. of this Agreement;

- if the employee was already incapacitated during calendar year N, in the presence of a new overlapping period of sick leave separated from the previous one by an actual resumption of work, the compensation credit for this last period of sick leave which the employee may claim shall be reevaluated on 1 January of calendar year N+1 up to the total credit provided for in Article 91.1.2 of this Agreement, less any compensation already received for this single absence due to illness or accident.

In the event of a new period of sick leave after the sick leave spanning two calendar years and separated from the previous one by an actual resumption of work, the employee shall benefit from the total credit provided for in Article 91.1.2. of this Agreement, after deduction of the duration of compensation from which the employee has already benefited since 1 January of year N+1.

Compensation calculated in accordance with the above provisions will be paid on the usual payroll dates.

Article 91.1.4. Provisions applicable to the French departments of Moselle, Bas Rhin and Haut-Rhin

The provisions of Article 91.1 of this Agreement apply to employees who fall under the local law of Alsace-Moselle within the meaning of the specific provisions of the French Labour Code, in compliance with the application of the provisions of Articles L. 1226-23 and L. 1226-24 of the French Labour Code.

Under the provisions of the aforementioned Article L. 1226-23, an employee whose employment contract is suspended for a personal reason beyond their control and for a relatively insignificant period of time shall be entitled to continuation of their salary. However, during the suspension of the contract, the compensation paid by a compulsory social insurance scheme shall be deducted from the amount of remuneration due by the employer.

Under the provisions of the aforementioned Article L. 1226-24, a sales assistant who, as a result of an accident for which they are not at fault, is unable to perform their employment contract, is entitled to their salary for a maximum period of six weeks.

During this period, the compensation paid by an insurance company or a mutual insurance company shall not be deducted from the amount of remuneration due by the employer. Any stipulation to the contrary is null and void.

A sales assistant is an employee who, employed by a merchant within the meaning of Article L. 121-1 of the French Commercial Code, performs commercial duties involving direct service to customers.

Article 91.2. Dismissal due to the extended absence or repeated absences of the employee disrupting the operation of the company

In accordance with the legal provisions, no employee may be dismissed because of their state of health, unless they are declared unfit by the occupational physician under the conditions provided for in Article L. 4624-4 of the French Labour Code.

These provisions do not preclude dismissal that is justified, not due to the employee's state of health but due to the objective situation of the company whose operation is disrupted by the employee's extended or repeated absences.

The duration or repetition of justified absences does not, in itself, constitute grounds for dismissal. The employee's extended or repeated absences must be causing disruption to the company such that it makes it necessary for the employer to find a permanent replacement for the employee within a reasonable time.

The disruptions within the company, as well as the reasons justifying the permanent replacement of the employee, cited by the employer as grounds for dismissal must be genuine and substantial.

The severance pay applicable under the conditions of Article 75.3 of shall this Agreement be increased by 50% if the date of expression of intent of the employer to dismiss the employee occurs before the expiry of the following periods of absence:

1° 2 calendar months, if the employee has a length of service of one year;

2° 4 calendar months, if the employee has a length of service of 5 years;

3° 6 calendar months, if the employee has a length of service of 10 years.

Length of service is assessed on the date of expression of intent of the employer to dismiss the employee.

The absences taken into account to reach the duration set out in points 1 to 3 are continuous absences or the cumulative total of discontinuous absences.

If the dismissed employee so requests within 3 months of the date of termination of their employment contract, the employer shall inform them, for a period of 6 months from the date of termination of their employment contract, of any job that has become available and is compatible with their qualifications, located within the same region in the company.

This article applies without prejudice to the specific protections granted by law relating to the termination of the employment contract during certain periods of suspension of the employment contract.

Article 92. Parental leave

Article 92.1. Maternity leave

Article 92.1.1. Additional compensation

The employee has the right to benefit from maternity leave for the period set by the French Labour Code.

During periods of leave due to maternity leave, including those resulting from a pathological condition attested by a medical certificate as relating to pregnancy or the consequences of childbirth, an employee with a length of service of more than one year in the company on the date of the maternity leave, shall be compensated at 100%.

The compensation paid is the gross remuneration that the employee would have received had she continued to work. The remuneration to be taken into consideration is that corresponding to the working hours applied during the employee's absence in the establishment or part of the establishment. However, if the working hours of other employees were increased as a result of the employee's absence, this increase shall not be taken into account when determining the remuneration. Any bonus or incentive at intervals greater than one month, paid to the employee during this period, shall only be taken into account up to a proportionally calculated amount (*pro rata temporis*).

The compensation paid by the employer is calculated by deducting the amount of daily social security benefits ("IJSS") received by the employee, or supplementary fund benefits, but only the portion of benefits resulting from employer contributions is used for the deduction. Without prejudice to more favourable provisions, these allowances or benefits are calculated based on their amount before deduction of social security contributions and taxes of any kind applicable, should this be the case, to said allowances or benefits and that are legally the responsibility of the employee.

In any event, the individual concerned may not receive total compensation (after applying all the aforementioned guarantees and any benefits from a supplementary provident insurance scheme) that exceeds the net remuneration they would have received had they continued to work during the period their contract was suspended.

Article 92.1.2. Early or delayed arrival and departure times

From the third month of pregnancy onwards, female employees are entitled to early or delayed arrival and departure times, unless they already benefit from an individualised work schedule. These adjustments to working hours shall not result in any loss of remuneration for the employee. The procedures for implementing these early or delayed arrival and departure times shall be determined by the company.

Article 92.2. Adoption

Employees are entitled to adoption leave for a duration established by the French Labour Code.

During periods of leave due to adoption, an employee with a length of service of more than one year within the company as of the date of the child's arrival in the home shall receive compensation equal to 100% of their remuneration.

The compensation paid is the gross remuneration that the employee would have received had they continued to work. The remuneration to be taken into consideration is that corresponding to the working hours applied during the employee's absence in the establishment or part of the establishment. However, if the working hours of other employees were increased as a result of the employee's absence, this increase shall not be taken into account when determining the remuneration. Any bonus or incentive at intervals greater than one month, paid to the employee during this period, shall only be taken into account up to a proportionally calculated amount (*pro rata temporis*).

The compensation paid by the employer is calculated by deducting the amount of daily social security benefits ("IJSS") received by the employee, or supplementary fund benefits, but only the portion of benefits resulting from employer contributions is used for the deduction. Without prejudice to more favourable provisions, these allowances or benefits are calculated based on their amount before deduction of social security contributions and taxes of any kind applicable, should this be the case, to said allowances or benefits and that are legally the responsibility of the employee.

In any event, the individual may not receive total compensation (after applying all the aforementioned guarantees and any benefits from a supplementary provident insurance scheme) that exceeds the net

remuneration they would have received had they continued to work during the period their contract was suspended.

Article 92.3. Leave for sick children

Article 92.3.1. Duration

In accordance with Article L. 1225-61 of the French Labour Code, an employee is entitled to leave in the event of illness or injury—attested to by a medical certificate—of a child under the age of 16 for whom the employee is responsible. The duration of this leave is 3 days per year and per employee. It is increased to 5 days per year and per employee if the child is less than one year old or if the employee is responsible for 3 or more children under the age of 16.

The leave is granted to the employee on presentation of a medical certificate attesting that it is necessary for the employee to be present with the child.

Article 92.3.2. Compensation

An employee with at least one year's length of service who takes the leave referred to in Article 92.3.1 of this Agreement shall be entitled to continued payment of 50% of the gross remuneration they would have received had they remained at work, subject to a maximum of four days per year.

Chapter 3. Other provisions

Article 93. Operational reserve

In accordance with Article L. 3142-92 of the French Labour Code, an employer may not terminate an employee's employment contract due to absences resulting from an activity undertaken pursuant to a commitment to serve in the operational reserve, or following a call or recall of employees subject to an obligation of availability.

At the end of the period referred to in the above paragraph, the employee shall return to their previous job.

Article 93.1. Voluntary reserve

An employee who has entered into an undertaking to serve in the operational reserve shall be granted leave of absence in accordance with the provisions of Articles L. 3142-89 et seq. of the French Labour Code and L. 4221-4 et seq. of the French Defence Code.

Article 93.2. Obligation of availability of former military personnel

An employee who is a former career military service member is authorised to take leave in fulfilment of their statutory obligation of availability, as referred to in Article L. 4211-1 of the French Defence Code.

In this capacity, the employee is entitled to continuation of their salary, less any net military pay received.

Article 94. Participation in assize court juries

An employee appointed, in accordance with Articles 254 et seq. of the French Code of Criminal Procedure, is authorised to take leave to perform the duties of an assize juror.

The employee shall be entitled to continuation of their salary, less any allowances received pursuant to Article R. 140 of the French Code of Criminal Procedure.

PART VIII. WORKING TIME

Chapter 1. Working time: general rules

Article 95. Statutory duration of actual working time

Pursuant to Article L. 3121-27 of the French Labour Code, the statutory duration of actual working time of full-time employees is set at 35 hours per week.

Article 96. Working time outside of actual working time

Article 96.1. Dressing and undressing time

The time required for dressing and undressing operations referred to in Article L. 3121-3 of the French Labour Code does not constitute actual working time. It is subject to compensation when the wearing of work clothes is imposed by legislative or collectively agreed provisions, or by the internal regulations or the employment contract and when they must be put on and taken off in the company or at the workplace, in particular, due to requirements related to health or for safety reasons.

The compensation set by the employer is adapted to the conditions of dressing and undressing imposed by the company. In any event, for each week involving dressing and undressing time as referred to in Article L. 3121-3 of the French Labour Code, this compensation may not be less than an allowance equivalent to half of the hourly rate of the hierarchical minimum wage applicable to the employee concerned. This allowance may be paid all at once within each 12-calendar-month period.

At the employer's initiative, or at the employee's request and upon the employer's agreement, this compensation may be converted into an equivalent rest period, if applicable, allocated all at once within each 12-calendar month period. The employer shall determine its terms and conditions for taking.

Pursuant to article L. 2253-3 of the French Labour Code, the provisions of this article do not apply when a company-level agreement provides for compensation for dressing and undressing time, regardless of the amount and the method of calculation or payment of the compensation provided for in this company agreement.

Article 96.2. On-call duty

Article 96.2.1. General provisions

The provisions of this article apply to all employees, whether their working time is calculated in hours or days.

Pursuant to Article L. 3121-9 of the French Labour Code, a period of on-call duty is a period during which the employee, without being at their place of work and without being at the permanent and immediate disposal of the employer, must be able to intervene to perform work for the company. An on-call period does not constitute actual working time. As such, it is taken into account when calculating minimum daily rest periods and minimum weekly rest periods.

On the other hand, intervention times, including the time taken to travel from home to the place of work and back, constitute actual working time, and are remunerated and calculated as such, whether the working time is calculated in hours or in days.

Article 96.2.1.1. Terms and conditions of organising on-call duty

Pursuant to Article L. 3121-1 of the French Labour Code, on-call duty may be instituted in the company or place of business for all or part of the employees, after consulting the works council, when such a council exists. The company determines the specific periods during which on-call duty may be scheduled. On-call duty may coincide with daily and weekly rest periods, non-working public holidays, and days off resulting from the specific working-time schedule applicable to the employee concerned; however, it may not coincide with periods of paid leave.

The company shall ensure that a rotation system is established among those employees assigned to on-call duty.

Article 96.2.1.2. Terms and conditions for informing employees of the scheduling of on-call duty

The employer shall inform each employee of their individual on-call schedule by any appropriate means, within the time frames provided for in Article L. 3121-12, 2°, of the French Labour Code, i.e. a period of 15 calendar days, which may be reduced to as little as one clear day in the event of exceptional circumstances.

Article 96.2.1.3. Compensation for on-call duty

The employee is entitled to compensation for time spent on on-call duty, as determined by the employer. This compensation may not be less than an allowance equal to:

- the hourly rate of the hierarchical minimum wage applicable to the employee, for each on-call period falling during a daily rest period;

- twice the hourly rate of the hierarchical minimum wage applicable to the employee, for each on-call period falling on a scheduled rest day.

This allowance may be paid as a single lump sum within each 12-calendar-month period.

This compensation may be converted, at the employer's initiative, or at the employee's request and upon the employer's agreement, into equivalent compensatory time off; where applicable, such time off shall be granted as a single block within each 12-calendar-month period. The employer shall determine its terms and conditions for taking.

Pursuant to article L. 2253-3 of the French Labour Code, the provisions of this article do not apply where a company-level agreement provides for compensation for on-call duty time, regardless of the amount and the method of calculation or payment of the compensation provided for in this company agreement.

Article 96.2.1.4. Coordination of daily and weekly rest periods with on-call duty in cases of urgent work

In accordance with Articles D. 3131-1 and D. 3131-2 of the French Labour Code, if an employee is required to intervene to perform urgent work during the daily rest period, they are entitled to a rest period equivalent in duration to the rest time cancelled.

If it is not possible to grant a rest period equivalent to the minimum daily rest period cancelled, the employee shall receive the compensation provided for in Article 98 of this Agreement.

In accordance with Article L. 3132-4 of the French Labour Code, if an employee is required to intervene to perform urgent work during their weekly rest period of twenty-four consecutive hours, the employee shall be entitled to compensatory rest period equivalent in duration to the rest period cancelled.

Article 96.2.1.5. Terms and conditions for monitoring on-call duty time

The monitoring of on-call duty time shall be carried out by the employer, or by the employee themselves under the employer's supervision.

In accordance with Article R. 3121-2 of the French Labour Code, at the end of each month, each affected employee shall be provided with a document summarising the number of on-call hours they have completed during the preceding month, as well as the corresponding compensation.

During the consultation regarding the company's social policy, working and employment conditions, referred to in Article L. 2312-17 of the French Labour Code, the employer shall inform the works council of the

number of employees affected by on-call periods and the overall volume of actual working hours completed over all these periods.

Article 96.2.2. Specific provisions for employees whose working time is calculated in days

The employer shall endeavour to limit the number and frequency of on-call periods for employees whose working time is calculated in days over the year. In fact, on-call duty is a particular constraint in the organisation of the employee's working time, which is only compatible with a calculation of working time in days over the year insofar as it does not call into question the employee's autonomy, as defined in Article 103.1 of this Agreement.

Without prejudice to the provisions set forth in Article 96.2 of this Agreement, when it necessitates business trip, time spent intervening during an on-call period, performed by an employee whose working time is calculated in days over the year, shall be remunerated, as applicable, at the rate of one full or half working day.

Article 97. Maximum working time

Article 97.1. Maximum daily working time

Pursuant to Article L. 3121-18 of the French Labour Code, the maximum daily working time of each employee is 10 hours.

Without prejudice to the derogations provided for by the legislative and regulatory provisions, this duration may be extended, depending on the needs of the company, to 12 hours in the event of a temporary increase in activity, as well as for employees carrying out assembly work on construction sites or employees carrying out a maintenance and after-sales activity.

Article 97.2. Maximum weekly working time

Pursuant to Article L. 3121-20 of the French Labour Code, the maximum weekly working time is 48 hours.

Without prejudice to the derogations provided for by the legislative and regulatory provisions, the average actual weekly working time may not exceed 44 hours calculated over any period of 12 consecutive weeks. In any event, this average duration may not exceed 42 hours calculated over a period of 24 consecutive weeks.

As an exception to the above paragraph, for employees carrying out assembly work on construction sites, maintenance or after-sales activities, the average weekly working time may not exceed 46 hours calculated over any period of 12 consecutive weeks. In any event, this average duration may not exceed 44 hours calculated over a period of 24 consecutive weeks.

The extension of the weekly working time up to these maximum periods may be justified by a temporary increase in activity which may result from an exceptional order or the launch of a new product. In this case, the use of the extension of the weekly working time may occur in particular due to a shortage of labour or a lack of visibility on the sustainability of the company's workload.

Article 98. Daily rest

Pursuant to Article L. 3131-1 of the French Labour Code, the daily rest period of each employee may not be less than 11 consecutive hours.

However, pursuant to Article L. 3131-1 of the French Labour Code, the daily rest period may be reduced in the event of an emergency in compliance with the regulatory provisions.

Daily rest is reduced to a maximum of 9 hours for employees carrying out one of the activities referred to below:

- activities characterised by the distance between the employee's home and place of work or by the distance between the employee's various places of work preventing them from returning to their home;

- guarding, surveillance and on-call activities characterised by the need to ensure the protection of property and persons;

- activities characterised by the need to ensure continuity of service or production, particularly for places of business or parts of places of business organising work in successive shifts, whenever the employee changes shift or position and cannot benefit, between the end of one shift and the beginning of the next, from

a daily rest period of 11 consecutive hours;

- handling or operating activities which contribute to the performance of transport services;

- activities that are carried out in split shifts during the day.

The rest period cancelled shall be taken, as quickly as possible, by lengthening the rest period of another day.

If it is not possible to allocate a rest period equivalent to the daily rest period cancelled, the employee shall receive an equivalent compensation. This compensation shall be an allowance equal, for each hour of rest cancelled, to the remuneration calculated according to the basic hourly rate. If the cancelled rest period is less than one hour, this compensation will be reduced in proportion.

Article 99. Adapting the schedule to the workload: the use of overtime

Article 99.1. Terms of working overtime

In compliance with the legislative and collectively agreed provisions relating to maximum working hours and minimum rest periods, the use of overtime falls within the employer's managerial power.

Article 99.2. Remuneration for overtime

Hours worked in excess of the statutory duration are overtime hours entitling the employee to an increase of 25% for the first 8 hours and 50% for the following hours.

For calculating working time over a period greater than a week, the first 8 hours referred to in the above paragraph shall be assessed on average over the chosen calculation period.

Article 99.3. Replacement of payment of overtime by an equivalent compensatory rest period

The payment of all or part of the increase provided for in Article 99.2 of this Agreement, for the first four hours of overtime, may be replaced by the allocation of equivalent compensatory rest.

In companies with one or more trade union representatives, a collective bargaining agreement may provide for the replacement of all or part of the payment of overtime and corresponding increased pay with equivalent compensatory rest.

In companies without trade union representatives, the replacement of all or part of the payment of overtime, as well as overtime pay rates, by equivalent compensatory rest may be put in place by the employer provided that, where applicable, the works council does not oppose it.

In all cases, the payment of all or part of the overtime referred to in the third paragraph of Article 99.4 of this Agreement may be replaced by equivalent compensatory rest after agreement between the employer and the employee.

The terms of taking this compensatory rest shall be determined by the employer, after informing the works council, when such a council exists.

Compensatory rest shall be taken within 12 months following its accrual.

Article 99.4. Volume of overtime: determining, using and exceeding the annual quota

Pursuant to Article L. 3121-33 of the French Labour Code, the overtime quota is set at 220 hours per year and per employee.

This quota shall be reduced to 175 hours in the event that working time is calculated over a period of at least 12 consecutive months.

Where the activity justifies it, the applicable quota may be supplemented by an additional quota of 80 overtime hours, which the employer can use every other year. The overtime rate applicable to these hours, as provided for in Article 99.2 of this Agreement, is increased by 25 points.

In addition, the signatories of this Agreement take note of the removal from the legal provisions, of the "chosen hours" system, allowing, by agreement between the employer and the employee, overtime to be worked, without limit of volume, beyond the applicable annual quota and without allocation of the mandatory compensatory rest. To maintain the possibility of increasing working time on a voluntary basis, companies have an additional quota of 150 overtime hours. As an exception to Article 99.1 of this Agreement, overtime hours charged against this quota require the written consent of the employee concerned. Refusal to work the

overtime hours referred to in this paragraph does not constitute misconduct or grounds for dismissal.

The additional quotas referred to in the two preceding paragraphs may be mobilised in whole or in part, alternately or cumulatively. In any case, they may not result in exceeding the maximum daily and weekly working hours referred to in Article 97 of this Agreement, and in particular the average weekly working time assessed over 12 consecutive weeks.

Hours worked outside the quotas set out in this article shall give rise to the right to mandatory compensatory rest under the conditions defined below.

Article 99.5. Mandatory compensatory rest

Pursuant to Article L. 3121-33 of the French Labour Code, the mandatory compensatory rest, allocated for overtime worked outside the quotas referred to in Article 99.4 of this Agreement, is equal to 50% of overtime worked beyond the quota for companies with 20 employees or less, and 100% of these same hours for companies with more than 20 employees.

Compensatory rest for overtime worked outside the applicable quotas shall be taken under the conditions and in the manner determined by the employer, after informing the works council, when there is one.

The employee may request to take the mandatory compensatory rest when they have acquired a rest credit at least equal to the hourly value of their working day.

The employee's request must be sent in writing to their employer at least one month before the date on which they would like to take their rest.

The employer must make known its acceptance or refusal within 7 working days of receipt of the request. In the event of refusal, the employer shall set another date for the employee to take the rest.

Rest may be taken in whole days or half-days.

The rest must be taken within 3 months from the date of the start of the entitlement to rest. This period may be extended up to 12 months by agreement between the employer and the employee.

If the employee has not said that they want to take the rest within the period allotted to them, the employer shall ask them and effectively enable them to take it within a new period of one year, at the end of which the rest not taken shall be forfeited.

Article 100. Dealing with collective work stoppages: recovery hours

Pursuant to Article L. 3121-50 of the French Labour Code, lost hours may be recovered following a collective work stoppage as a result of one of the following:

- accidental causes, bad weather or a force majeure event;

- inventory;

- one or two business days not worked between a public holiday and a weekly rest day or a day preceding annual leave.

The employer shall inform the labour inspector under the conditions provided for in Article L. 3121-33 of the French Labour Code.

Collectively lost hours may be subject to collective or rolling recovery.

The distribution of recovery hours shall be set by the employer in compliance with the statutory and collectively agreed provisions relating to maximum working hours and rest periods.

Recovery hours are working hours that have been moved for one of the reasons referred to in the aforementioned Article L. 3121-50 of the French Labour Code. As such, the remuneration paid for these hours of work is equal to that which would have been due to the employee had they not been moved.

Chapter 2. Multi-weekly calculation of working time

Article 101. Organisation of working time over a period not exceeding one year

Article 101.1. Scope

The organisation of working time over a period longer than a week and up to a year, as provided for in

Article L. 3121-44 of the French Labour Code, may be instituted for all employees, including, if the company so provides, part-time employees, employees holding a fixed-term employment contract and employees holding a temporary agency work contract.

However, companies using this multi-weekly calculation of working time must take care to limit the use of employees under temporary agency work contracts in the workshops or departments concerned by this working time calculation system. To this end, they may use these employees in an alternative or complementary way to the multi-weekly time-counting method.

Article 101.2. Formalities regarding implementation

In companies with one or more trade union representatives, an employer intending to implement—for the first time—a method for counting working time over a period exceeding one week but not exceeding one year must first initiate negotiations regarding the modalities for implementing such counting. This requirement does not apply, however, if the implementation of such a counting method was previously negotiated during mandatory company-level negotiations but failed to result in a formal agreement. If the parties do not reach an agreement at the end of this negotiation, the company may set up this calculation under the conditions provided for in Article 101 of this Agreement.

The implementation of the calculation of working time over a period not exceeding one year, as well as the setting of its terms of implementation, are subject to prior consultation with the works council. In the absence of a works council, companies or places of business may use this calculation after informing, by any means, the employees concerned.

Article 101.3. Calculation period

The weekly working hours of employees may vary around the average weekly hours applicable in the company over a period greater than a week and at most equal to 12 consecutive months, so that the hours worked above and below the average hourly volume defined in the company are arithmetically offset.

The adjustment of working time beyond the week can also be done by allocating rest days (e.g. working time reduction days - JRTT).

The calculation period of the schedule adopted by the company or place of business is brought to the attention of employees by any means before its start.

Article 101.4. Determining and modifying the duration and distribution of working time

If the calculation period used in the company is less than 12 months, the average weekly hourly volume used may be less than, equal to or greater than the statutory duration of 35 hours.

If the calculation period used in the company is equal to 12 months, the annual hourly volume used may be less than, equal to or greater than 1,607 hours.

If the hourly volume used is, within the framework of a calculation period of less than one year, greater than 35 hours per week on average, or, within the framework of an annual calculation period, greater than 1,607 hours, the monthly remuneration will include the payment of overtime included in the reference hourly volume.

In the context of a calculation of working time over a period not exceeding 12 months, the weekly volume of work shall be scheduled collectively or, if the activity of the employees concerned justifies it, individually.

Variations in schedules caused by fluctuations in the workload shall be carried out in compliance with the maximum durations in force.

In the event that variations in working time are scheduled according to an individual schedule, the employer shall draw up a schedule control document showing the hours worked each week. This document may be held by the employer or by the employee under the responsibility of the employer.

When the adjustment of working time beyond the week is carried out exclusively by the allocation of rest days (e.g. working time reduction days - JRTT), the terms for taking rest days shall be determined at the level of each company or place of business, the dates for taking these rest days shall be distributed during the year and, after examining the wishes of the employees, according to the operating needs of the company.

The terms of taking rest days (e.g. working time reduction days - JRTT) must guarantee the employee a choice of the date on which at least 25% of said days are taken. The date of taking days or half-days shall, to the extent possible, be scheduled at the beginning of the year. If the operational needs of the company require

a change in the dates set by the employer or chosen by the employee, for the taking of days or half-days of rest, the employee must be informed of this change, at least 5 days in advance, except for exceptional constraints justified by the de facto situation on the nature of which the employer must have previously consulted the trade union representatives and the works council.

The works council, when there is one, shall be informed of the terms of implementing the working time calculation over the period selected. This information is provided as part of the consultation referred to in Article L. 2312-17 (3) of the French Labour Code.

The employees concerned shall be informed of changes in their hourly working volume or their schedules, by any means, in compliance with a notice period of at least 9 calendar days, except in the event of a technical constraint (in particular a machine failure or power cut), economic constraint (in particular a loss of customers or an urgent order) or employment constraint (in particular to allow, with regard to the schedule, days or half-days of rest to be taken) justifying a reduction of this period.

In the event of a reduction of this notice period under the conditions provided for in the preceding paragraph, the employer shall allocate to employees whose working time is calculated over the year, for each month during which the period is reduced, an allowance equal to half of the employee's basic hourly rate. This allowance shall be allocated at the latest during the month following the end of the calculation period in question.

This allowance may be converted, at the employer's initiative, for each month during which the period is reduced, into an equivalent rest period, which may be allocated in a single instalment within each 12-month calendar period. The employer shall determine its terms and conditions for taking.

The terms of communicating and modifying the distribution of working hours and schedules provided for in this article are applicable to part-time employees whose working time is calculated over a multi-week period.

Article 101.5. Remuneration conditions

Article 101.5.1. Remuneration during the calculation period

In the context of a multi-weekly calculation of working time, the monthly remuneration of employees is averaged on the basis of the average weekly working time used by the employer for full-time employees and on the basis of the average contractual weekly time for part-time employees.

Where applicable, this remuneration includes the payment of overtime included in the average weekly working time, when it is greater than 35 hours, or in the annual hourly volume, when it is greater than 1,607 hours.

Hours worked during the calculation period beyond the average weekly working time applicable to the employee are neither additional hours nor overtime. Similarly, hours not worked below the statutory working time, or the contractual hours for part-time employees, during periods of low activity, shall not constitute hours giving rise to the right to compensation provided for short-time work.

Article 101.5.2. Remuneration at the end of the calculation period

In accordance with Article L. 3121-41 of the French Labour Code, overtime constitutes the hours of actual work which exceed the annual duration of 1,607 hours or, in the event of a calculation of working time over a period of less than a year, the hours which exceed the average weekly duration of 35 hours.

Each of these hours having the nature of overtime shall be remunerated and grants the right, in accordance with Article 99.2 of this Agreement, to an increase in salary, unless the payment of these hours and, where applicable, the corresponding increased pay is replaced by compensatory rest, as provided for in Article 99.3.

At the end of the calculation period, each of the hours which exceeds the average 35 working hours per week or, where applicable, the average of more than 35 working hours per week on the basis of which the remuneration is averaged, shall grant the right, under the conditions of the aforementioned Article 99.2, to an additional remuneration increased for overtime, with the exception of those which have already been remunerated during the calculation period.

For part-time employees, and in accordance with Article L. 3123-8 of the French Labour Code, the hours that exceed the average contractual weekly working time assessed over the calculation period used are additional hours that give rise to the right to remuneration and the corresponding increased pay, under the conditions provided for in Article 117.2 of this Agreement.

In the absence of the implementation of a partial activity measure, at the end of the calculation period, if it appears that the periods of high activity have not made it possible to offset the periods of low activity, the employee's remuneration cannot be reduced.

Article 101.5.3. Impact of employee absences, arrivals, and departures on remuneration during the working time calculation period

In the event of an individual absence of the employee, the hours not worked as a result of this absence shall be counted for the assessment of compliance with the volume of working hours to be carried out over the calculation period used, so that the absence does not have the effect of leading to a recovery prohibited by Article L. 3121-50 of the French Labour Code.

These hours not worked are deducted from the averaged monthly remuneration paid to the employee in the month of their absence. When the absence is compensated, the compensation is calculated on the basis of the averaged monthly remuneration.

When an employee is not present for the entire working hours accounting period, due to their entry or departure from the company during the calculation period referred to in Article 101.3 of this Agreement, their remuneration shall, where applicable, be adjusted on the basis of their actual working time during their working period, in relation to the average weekly working time on the basis of which their remuneration is averaged.

However, if an employee is dismissed for economic grounds during the working hours calculation period, they shall retain the additional remuneration they have received in relation to their actual working time.

Article 101.6. Short-time work

When, during the calculation period, it appears that the decreases in activity cannot be fully offset by increases in activity before the end of the calculation period, the employer may, after consulting the works council, interrupt the multi-weekly calculation of working time.

If there is no works council, this interruption may be decided after informing the employees concerned.

As soon as the reduction or suspension of activity meets the conditions of Article R. 5122-1 of the French Labour Code, the employer shall request the application of the short-time work scheme.

The employee's remuneration shall then be adjusted on the basis of their actual working time and the number of hours compensated for the short-time work.

The charging of overpayments shall give rise to the spreading out of payments which is required under the conditions provided for in Article L. 3251-3 of the French Labour Code.

Chapter 3. Taking into account the autonomy of employees

Article 102. Annual hours-based working time agreement ("*convention de forfait en heures sur l'année*")

Article 102.1. Scope

In accordance with Article L. 3121-56 of the French Labour Code, an individual agreement on annual hours-based fixed working time ("*convention individuelle de forfait en heures sur l'année*") may be entered into with the following employees:

- employees falling under job families F, G, H and I of the metallurgy sector classification, whose duties do not require them to follow the collective working hours applicable within the workshop, department or team to which they belong;

- other employees, as long as they have real autonomy in the organisation of their schedule.

An employee may conclude an annual hours-based working time agreement ("*convention de forfait en heures sur l'année*"), when their presence in the performance of their duties is necessary during a volume of working hours quantifiable in advance, but whose working hours cannot be predetermined due to the nature of the tasks entrusted to them and who has autonomy in the organisation of their schedule in relation to the working hours to which the teams, departments or workshops and/or equipment to which they are assigned are usually subject. As part of the performance of their fixed working time agreement ("*convention de forfait*"), the employee shall adapt their volume of work hours, during each day worked, to the needs of the tasks entrusted to them.

Article 102.2. Calculation period

The calculation period for the hours included in the fixed working time agreement ("*convention de forfait*") shall be determined by the employer. It shall correspond to a period of 12 consecutive months.

Article 102.3. Agreed annual volume of working hours

The annual volume of working hours on the basis of which the fixed working time agreement ("*convention de forfait*") is entered into includes overtime. This annual volume of working hours is equal to the average weekly hours used in the fixed working time agreement ("*convention de forfait*") multiplied by the number of weeks worked in the year. It shall be set in compliance with the applicable maximum working time.

The number of weeks worked shall be calculated by deducting, from the 52.14 weeks of a year, the weeks of statutory paid leave and paid leave under the collective bargaining agreement as well as the non-working public holidays coinciding with days that can be worked, to which the employee is entitled.

The average weekly volume of work over a year may not exceed the average statutory weekly volume of work plus 20%. However, in the event of a temporary increase in activity, this volume may be increased, with the agreement of the employee, in compliance with the maximum working time referred to in Article 97 of this Agreement. It shall then be the subject of an addendum, entered into for a limited period, to the employment contract of the employee concerned.

Article 102.4. Distribution of working time, compliance with maximum working time and rest periods

The volume of working hours is spread over the year, depending on the workload, on some or all of the business days of the week.

The daily and weekly duration as well as the number of days worked during the week may therefore vary, throughout the annual calculation period, in accordance with the average weekly working hours agreed in the fixed working time agreement ("*convention de forfait*") and the maximum working time referred to in Article 97 of this Agreement.

These variations in working hours occur in compliance with the statutory and collectively agreed provisions in force in the company relating to the applicable maximum daily and weekly working time and daily and weekly rest periods, and according to the needs related to the assignments entrusted to the employee.

Article 102.5. Methods for monitoring the number of hours worked

The employer will log the working hours in a document showing the hours worked each week. This document may be held by the employer or by the employee under the responsibility of the employer.

Article 102.6. Remuneration

Article 102.6.1. Principle

In order to ensure that employees receive regular monthly remuneration, regardless of the number of hours actually worked each month, this is averaged out on the basis of the average weekly working time agreed in the fixed working time agreement ("*convention de forfait*").

This monthly remuneration is a fixed remuneration including the payment of overtime included in the agreed average weekly working time calculated over the month, as well as any increased pay.

The minimum remuneration applicable to an employee having signed an individual agreement on annual hours-based working time ("*convention individuelle de forfait en heures sur l'année*") is determined in Article 139 of .

In accordance with article L. 3121-57 of the French Labour Code, this remuneration is at least equal to the sector's minimum hierarchical wage applicable to the employee for the number of hours corresponding to their fixed working time, plus the increased pay to which the overtime included in the fixed working time grants entitlement.

At the request of the employer and taking into account the workload, the hours worked, with the agreement of the employee, in excess of the contractual working time set by the fixed working time agreement ("*convention de forfait*"), shall give rise to the right to additional remuneration, at the latest at the end of the annual calculation period.

This additional remuneration is equal, for each hour thus worked, to the value of one hour of the actual agreed salary.

The value of one hour of the actual agreed salary is calculated as follows:

$$\frac{\text{Actual monthly salary}}{\text{Agreed average monthly volume of working hours}}$$

In the event of a change in the number of working hours for which the fixed working time agreement ("*convention de forfait*") has been signed, this is adapted to the new number of hours to be worked.

Article 102.6.2. Impact of employee absences, arrivals, and departures on remuneration during the working time calculation period

In the event of the employee's individual absence, the hours not worked as a result of this absence are recorded for the purpose of assessing compliance with the annual working hours requirement over the calculation period.

These hours not worked are deducted from the averaged monthly remuneration paid to the employee in the month of their absence. When the absence is compensated, the compensation is calculated on the basis of the averaged monthly remuneration.

When an employee is not present for the entire calculation period, due to their having joined or left the company during the period, their remuneration shall, where applicable, be adjusted on the basis of their actual working time during their working period, compared to the average weekly working hours agreed in the fixed working time agreement ("*convention de forfait*"), on the basis of which their monthly remuneration is averaged out.

Article 103. Annual day-based working time agreement ("*Convention de forfait en jours sur l'année*")

Article 103.1. Scope

Pursuant to articles L. 3121-63 *et seq.* of the French Labour Code, an individual agreement on annual day-based fixed working time ("*convention individuelle de forfait en jours sur l'année*") may be signed with the following employees:

1° employees within job families F, G, H and I of the metallurgy classification, who have autonomy in organising their schedule and whose duties do not require them to adhere to the collective working hours applicable within the workshop, department or team to which they belong;

2° other employees whose working time cannot be predetermined and who have genuine autonomy

in the organisation of their schedule for the performance of the responsibilities entrusted to them.

An annual day-based working time agreement ("*convention de forfait en jours sur l'année*") may be signed with the employees referred to above, whose number of working hours cannot be predetermined due to the nature of the tasks entrusted to them, provided that they have autonomy allowing them each day to adapt their working time to the needs of the tasks entrusted to them.

This autonomy consists of the possibility for the employee to adapt the volume of their working time and the breakdown of such hours within each day, in line with the level of their responsibilities and professional constraints. Consequently, the employee must not, unless there is an imperative constraint inherent in their tasks, be required to comply with start and end times.

When the employer suggests signing an annual day-based working time agreement ("*convention de forfait en jours sur l'année*") to an employee referred to in 2° above, it shall inform the employee, by any means, of the autonomy available to them, which must meet the criteria set out in the two preceding paragraphs.

Article 103.2. Calculation period

The calculation period for the number of days included in the fixed working time is determined by the employer. It shall correspond to a period of 12 consecutive months.

Article 103.3. Agreed annual volume of working days

The employment contract determines the annual number of working days used as the basis to define the fixed working time. After deduction of weekly rest days, the five weeks of statutory paid leave to which the employee is entitled, non-working public holidays and the "forfait" rest days from the total number of days in the year, the number of days worked on the basis of which the fixed working time is defined may not exceed, for a full year of work, the limit referred to in article L. 3121-64, I (3) of the French Labour Code, i.e. 218 days. Additional days of leave under the collective bargaining agreement have the effect of reducing the number of agreed working days by the same amount. "Forfait" rest days are the days awarded so as not to exceed the number of days on the basis of which the fixed working time has been defined.

For employees who do not have full entitlement to paid leave, the number of working days is increased by the number of days of statutory paid leave to which the employee is not entitled.

In compliance with the statutory provisions in force, the employer may propose to the employee the waiver of part of their rest days corresponding in particular to "forfait" rest days, weekly rest days or days usually not worked at the company. This waiver is the subject of an annual addendum to the employment contract specifying the number of additional working days to which this waiver leads.

If the employee waives their rest days, the maximum number of days that can be worked in the year is at most equal to the number of days referred to in article L. 3121-66 of the French Labour Code, i.e. 235 days. Pursuant to article L. 3121-59 of the French Labour Code, the remuneration for additional working days is increased by at least 10%.

Article 103.4. Distribution of working days over the year

Working time may be divided into days or half-days, over all or part of the business days of the week.

The periods of time corresponding to the day or half-day of work depend on the nature of the employee's activity and the constraints of the company. The half-day can correspond to the employee's working periods, regardless of their duration, within a specified time slot. In the absence of specific instructions from the employer, lunchtime is generally the reference point for defining the time slot used to determine the transition from the morning half-day to the afternoon half-day.

The dates for the taking of "forfait" rest days are set in agreement with the employer and in accordance with the employee's autonomy in the organisation of their work.

Article 103.5. Remuneration

Article 103.5.1. Principle

In order to offset the consequences of the unequal distribution of working days across the 12 months of the calculation period, the monthly fixed remuneration is independent of the number of actual working days completed during the payroll period in question.

The remuneration takes into account the responsibilities entrusted to the employee as part of their role.

The minimum remuneration applicable to an employee having signed an individual agreement on annual day-based fixed working time ("*convention individuelle de forfait en jours sur l'année*") is determined in Article 139 of this Agreement. This is different from and higher than the minimum hierarchical remuneration applicable to employees who have not signed such an agreement.

No suspension of the employment contract of less than a half-day may result in a salary deduction.

The value of a full day's work is calculated by dividing the remuneration to which the employee is entitled for a full month's work by 22, and the value of half a day's work by dividing this figure by 44.

The net remuneration of an employee who has signed an individual agreement on annual day-based fixed working time ("*convention individuelle de forfait en jours sur l'année*") may not be reduced as a result of any short-time work measure implemented under the conditions provided for in article L. 5122-1, I, of the French Labour Code. This provision does not apply to employees placed on specific short-time work within companies facing a lasting reduction in activity pursuant to article 53 of Act 2020-734 of 17 June 2020.

The signature of an individual agreement on annual day-based fixed working time ("*convention individuelle de forfait en jours sur l'année*") during the performance of the employment contract, with an employee whose working time was previously counted in hours, cannot lead to a reduction in their actual salary.

Article 103.5.2. Impact of employee absences, arrivals, and departures on remuneration during the working time calculation period

In the event of the employee's individual absence, the days or half-days not worked as a result of their absence are recorded for the assessment of compliance with the annual number of days or half-days of work to be carried out over the calculation period.

These days or half-days not worked are deducted from the averaged monthly remuneration paid to the employee in the month of their absence. When the absence is compensated, the compensation is calculated on the basis of their averaged monthly remuneration.

When an employee is not present for the entire annual calculation period, due to their arrival at or departure from the company during the period, their remuneration shall, where applicable, be adjusted on the basis of the actual number of days or half-days worked by them during their working period, compared to the average number of days worked on the basis of which their monthly remuneration is averaged out.

Article 103.6. Monitoring the number of working days

In accordance with article D. 3171-10 of the French Labour Code, the annual day-based working time ("forfait en jours sur l'année") is accompanied by a system for monitoring the number of days or half-days worked. To this end, the employer draws up an annual monitoring document showing the date of the days or half-days worked and their number.

This document may be kept by the employee, under the responsibility of the employer, or by the employer itself.

Article 103.7. Assessment and regular monitoring of the workload

The employer shall ensure the assessment and regular monitoring of the organisation and workload of all employees having signed an annual day-based working time agreement ("*convention de forfait en jours sur l'année*"), in order to guarantee a reasonable workload, a correct distribution of the employee's working time, as well as compliance with daily and weekly rest periods and the taking of leave.

For the assessment and regular monitoring of the workload of employees having signed an annual day-based working time agreement ("*convention de forfait en jours sur l'année*"), the employer puts in place a system for monitoring workload. The employer supports those employees who have managerial duties in order to raise their awareness of and enable them to effectively ensure that the workload of employees with an annual day-based working time agreement ("*convention de forfait en jours sur l'année*") is distributed in a reasonable manner over time and that the workload allows for rest days and leave to be taken.

The assessment and monitoring methods adopted by the employer must, in any event, be tailored to the duties entrusted to the employee with an annual day-based working time agreement ("*convention de forfait en jours sur l'année*"), to the sedentary or mobile nature of their workstation, to the characteristics of any team under their supervision and to any other specific characteristics of the organisation of their work.

Article 103.8. Periodic meetings

Amended by the Addendum of 11 July 2023 to the French National Collective Agreement ("CCN") of 7 February 2022 - Art. 12.

At least once per year, any employee having signed an annual day-based working time agreement ("*convention de forfait en jours sur l'année*") benefits from an interview with their line manager during which the following are discussed:

- the organisation of work within the company and the resulting workload of the person concerned;
- the resources implemented to ensure over the course of the year that this workload remains reasonable;
- the link between the employee's professional activity and their personal life;
- the employee's remuneration.

The interview is, in principle, held in person. It may exceptionally be carried out using some means of remote communication.

The signatories of this Agreement invite companies to formalise in writing the conclusions of this interview relating to workload, within the framework of the document, referred to in article L. 6315-1, I, para. 2, of the French Labour Code, given to the employee after the career development interview ("*entretien professionnel*") provided for by the autonomous collective agreement referred to in Article 5 of this Agreement.

Article 103.9. Right to disconnect

Employees with annual days-based working time have a right to disconnect. In accordance with article L. 2242-17 (7) of the French Labour Code, the purpose of this right is to ensure, on the one hand, respect for rest and leave periods and, on the other hand, respect for the employee's personal and family life. It takes the form of the possibility offered to the employee of not being contacted via digital tools and not using such tools during their rest and leave periods.

The detailed methods for exercising the right to disconnect are defined by the employer and communicated via any means to the employee concerned. These terms are consistent with those defined at company level, where applicable, within the framework of the mandatory negotiation provided for in article L. 2242-17 (7) of the French Labour Code. They take into account the specificities of the calculation of working time in days.

The operational methods for assessing workload, implementing and formalising periodic interviews and exercising the right to disconnect are addressed in the context of the work of the joint body described in the autonomous collective agreement referred to in Article 4 of this Agreement. This work may lead to the identification and sharing of best practices in this area.

Article 104. Senior executives (*"cadre dirigeants"*)

Article 104.1. Employees concerned

In accordance with article L.3111-2 of the French Labour Code, senior executives are executives entrusted with responsibilities the scale of which requires significant autonomy in the organisation of their working hours, who are authorised to take decisions on a largely autonomous basis and who receive remuneration at the highest levels of the remuneration systems applied in their company or establishment.

Article 104.2. Rules applicable to working time

With the exception of the provisions relating to leave and the time savings account provided for in articles L. 3141-1 *et seq.* of the French Labour Code, no provision relating to the regulation of working time is applicable to employees who have senior executive status.

Article 104.3. Remuneration

The remuneration must take into account the responsibilities entrusted to the employee in the context of their duties. It may not be less than the hierarchical minimum wage corresponding to the classification of the individual concerned applicable to employees having signed a fixed working time agreement ("*convention de forfait*").

The senior executive's monthly remuneration is independent of the number of hours actually worked during the payroll period in question.

The value of a working day is calculated by dividing the monthly salary by 30.

Chapter 4. Ensuring business continuity throughout the week

Article 105. Principle of weekly rest

In accordance with article L. 3132-1 of the French Labour Code, making one single employee work for more than six days a week is prohibited. The week, period within which a weekly rest period of 24 consecutive hours must be allocated, begins on Monday at 00:00 and ends on Sunday at 24:00.

Pursuant to article L. 3132-2 of the French Labour Code, the weekly rest period has a minimum duration of 24 consecutive hours to which are added the consecutive hours of the daily rest referred to in Article 98 of this Agreement.

Without prejudice to the derogations provided for by the laws, regulations or agreements in force, the weekly rest period is taken on Sundays.

Article 106. Continuous working for business reasons

Article 106.1. Implementation

Within the framework of article L. 3132-14 of the French Labour Code, industries or industrial companies may set up and organise continuous working time, for business reasons.

In companies with one or more trade union representatives, employers who plan to implement continuous working time for the first time, for business reasons, must first enter into negotiations on the terms of implementing this organisation, unless it has been negotiated as part of previous mandatory company negotiations without reaching an agreement. If the parties do not reach an agreement at the end of these negotiations, the company may set up this organisation under the conditions provided for in Article 106 of this Agreement.

The company shall determine the departments, workshops, or teams affected by continuous work, the duration of the cycle, the number of successive shifts within this cycle, the working time and the distribution of the working hours of the employees concerned.

Article 106.2. Working time

When organising work in successive shifts according to a continuous cycle, the actual working hours cannot exceed 33 hours and 36 minutes per week, calculated as an average over the year.

Article 107. Relief teams (“*Équipes de suppléance*”)

Article 107.1. Definition of work on relief teams

Within the framework of the provisions of article L. 3132-16 of the French Labour Code, industries or industrial companies may organise the work of production employees as well as of the employees who supervise them by setting up two groups of employees, one of which, called the relief team, has the sole function of replacing the other, called the weekly shift team, on the day(s) of rest granted to the latter group.

As such, employees assigned to a relief team, as well as employees who supervise this team, are allocated weekly rest on a day other than Sunday.

In order to allow better coordination between the relief teams and weekly shift teams, an overlap of schedules can be organised for the time necessary for the transmission of information and the passing on of instructions.

Article 107.2. Formalities regarding implementation

In companies with one or more trade union representatives, employers who plan to organise work using relief teams (“*équipes de suppléance*”) for the first time must first enter into negotiations on the terms of implementing this organisation method, unless it has been negotiated as part of previous mandatory company negotiations without reaching an agreement. If the parties do not reach an agreement at the end of these negotiations, the company may set up this organisation under the conditions provided for in Article 107 of this

Agreement.

Positions within relief teams are occupied by volunteer employees, already part of the company, or, failing this, are hired for this purpose.

Article 107.3. Working time

The employer shall determine the departments, workshops or teams concerned by the work using the relief team and shall set the applicable collective working hours.

Without prejudice to the provisions of Article 97.1 of this Agreement, the daily working time of employees assigned to relief teams (“*équipes de suppléance*”) may be up to 12 hours when the period during which these teams are used does not exceed 48 consecutive hours.

Article 107.4. Training conditions for employees on the relief team (“équipes de suppléance”)

In terms of training, employees assigned to relief teams (“*équipes de suppléance*”) benefit from the same rights as employees working on weekly teams.

When, in accordance with the statutory and collectively agreed provisions, training is considered as actual working time, such training is provided, as a priority, during usual working time. Otherwise, it may be provided on days not usually worked, without affecting its classification as actual working time, in particular with regard to remuneration and compliance with maximum working time and minimum rest periods.

When, in accordance with the statutory and collectively agreed provisions, the training is carried out outside of actual working time, it may be carried out on any of the days not worked by the employee on the relief team. Training time is then compensated, where applicable, in accordance with the statutory and collectively agreed provisions applicable. The employer and the employee then ensure that the latter can benefit from at least one day of rest each calendar week that is not used for a training activity.

Article 107.5. Procedures for exercising the right to hold a job other than working on a relief team (“équipes de suppléance”)

Pursuant to article L. 3132-17 of the French Labour Code, employees working on relief teams (“*équipes de suppléance*”) have the right to hold a job other than on a relief team. To this end, any employee who wishes to do so must inform the employer in writing of their wish to hold such a job. The employer then uses any means available to communicate to them the list of available positions corresponding to the job they hold.

Where applicable, the employee shall notify the employer, via any means, of the available job they wish to hold. The employer must reply within one month of receipt of the request. If the parties agree, the change of position is carried out within a maximum of 3 months following the employer’s response.

When the number of requests from employees on relief teams (“*équipes de suppléance*”) to take up a weekday role is greater than the number of jobs available, the employer shall refer to objective criteria to establish an order of priority for moving to a weekday position. Particular importance is given to requests from employees motivated by a personal or family situation that has become difficult to reconcile with working on the relief team.

Article 107.6. Remuneration

The remuneration of employees on the relief team (“*équipes de suppléance*”) is increased by at least 50% compared to the remuneration paid for an equivalent period worked according to the company's normal working hours.

This increase does not apply when the employees on the relief teams (“*équipes de suppléance*”) are required to work actual working time to replace the weekday employees on the days collectively not worked during the week, or when the training of the employee is carried out during the working time of the weekday employees.

The increase provided for in the first paragraph may not be combined with the increased pay or contractual bonuses also intended to compensate for constraints related to the organisation of work or working hours.

Chapter 5. Ensuring business continuity during the day: night work

Article 108. Definition of night work and of the night worker

Amended by the Addendum of 11 July 2023 to the French National Collective Agreement ("CCN") of 7 February 2022 - Art. 13.

In accordance with article L. 3122-20 of the French Labour Code, any work performed between 9 p.m. and 6 a.m. is considered night work. However, when justified by the particular characteristics of the activity, another period of 9 consecutive hours, between 9 p.m. and 7 a.m. but including, in any event, the hours between midnight and 5 a.m., may be substituted for the time slot from 9 p.m. to 6 a.m., with the authorisation of the labour inspector, in accordance with the procedures defined in article L. 3122-22 of the French Labour Code.

An employee is considered to be a night worker when they:

- either perform, at least twice per week worked, according to their usual work schedule, at least 3 hours of work per day during the night time period defined in paragraph one;

- or complete, over any period of 12 consecutive months, at least 320 hours of work during the night time slot defined in the paragraph one.

The classification of night worker is established, as far as possible, as soon as the employee's working hours are planned. If this proves impossible, as soon as it is established that the employee has, over any period of 12 consecutive months, performed at least 320 hours of work during the time slot defined in paragraph one, it is verified, during the first month following this finding, that the person concerned has benefited from the provisions of this chapter.

Article 109. Limitation on recourse to night work by night workers

The work of night workers, during the time slot provided for in Article 108, paragraph one, of this Agreement, is intended to ensure business continuity or continuity of socially useful services. It can only be implemented or extended to new categories of employees if it consists of filling jobs for which it is:

- either technically impossible to interrupt the operation of the equipment used on a daily basis;

- or it is economically essential to extend the equipment's operating time, due in particular to the proportion of the equipment's cost price in the company's product cost, or the imperative nature of delivery deadlines for finished products;

- or it is impossible, for reasons related to the safety of persons or property, to interrupt employee activity during part or all of the time period in question, or to have the work carried out at a time other than during this time period.

The works council, where applicable, is consulted on the establishment, or the extension to new categories of employees, of the status of night worker. This consultation is carried out on the basis of a written memo setting out the reasons for this establishment or extension.

Article 110. Specific compensatory rest for night workers

As compensation in the form of compensatory rest, night workers are entitled, for each week in which they are employed during the time period provided for in Article 108, paragraph 1 of this Agreement, to a 20-minute reduction in their actual weekly working hours compared to the collective reference working hours for employees employed, on weekdays, according to the ordinary daytime working hours.

The allocation of these reduced working hours can be assessed within a 12-month calendar period. It then gives rise to the allocation of a rest period of up to 16 hours, the terms of which are determined by the employer.

These reduced working hours cannot be combined with any reductions in working hours intended to compensate for organising work in successive shifts including night shifts.

Article 111. Organisation of work within the framework of the night shift

The company pays particular attention to the distribution of working hours for night workers. This distribution must enable them to balance their personal life and working life.

The company ensures that the night worker, when assigned to the night shift, has a means of transportation between their home and the company at the start of the shift and at the end of the shift.

Pursuant to article L. 3121-16 of the French Labour Code, during a night shift lasting 6 hours or more, the night worker benefits from at least a 20-minute break.

Within the framework of the distribution of hours, and with the exception of employees employed within the framework of article L. 3132-16 of the French Labour Code, the maximum daily working time of night workers may not, in principle, exceed 8 hours.

However, without prejudice to the application of the other derogations provided for by the laws and regulations, this period may be extended to 12 hours for night workers carrying out one of the following activities:

- activity characterised by the distance between the employee's home and place of work or by the distance between the employee's different places of work;

- security and surveillance activities requiring a permanent presence in order to protect property and persons;

- activity characterised by the need to ensure continuity of service or production.

If the 8-hour maximum daily duration of the night shift is exceeded, the night worker benefits from a rest period equivalent to the time of the overrun. This rest period is in addition to the daily rest period provided for in article L. 3131-1 of the French Labour Code. Pursuant to article R. 3122-8 of the French Labour Code, when the granting of this rest is not possible for objective reasons, an equivalent compensation, making it possible to ensure appropriate protection for the employee concerned, must be provided for by collective agreement at the level of the company or establishment.

In accordance with article L. 3122-7 of the French Labour Code, the average weekly working time of night workers, calculated over any period of 12 consecutive weeks, must not exceed 40 hours.

However, without prejudice to the application of the other derogations provided for by the statutory and regulatory provisions, where justified by the organisation of work, imposed by the constraints of the use of equipment relating to the particular characteristics of the company's activity, the average weekly working time of night workers may be increased to 42 hours. Under the same circumstances, this can be increased to 44 hours for employees carrying out an assembly activity on site, as well as for employees carrying out a maintenance or customer services activity.

Article 112. Conditions for assigning an employee to a night shift

In addition to the protective measures provided for by the French Labour Code, in particular in terms of medical monitoring of night workers, their priority in terms of assignment to a day shift role or concerning the protection of pregnant women, the signatories of this Agreement agree as follows.

Without prejudice to the provisions of articles L. 1225-30 *et seq.* of the French Labour Code, in the event of breastfeeding confirmed by a medical certificate, the employee's right to be assigned to a day shift, as provided in article L. 1225-9 of the French Labour Code, is extended by three months.

Except where expressly provided for in the employment contract, the assignment of an employee working on a day shift to a night shift resulting in obtaining night worker status is subject to the express consent of the person concerned.

When the employment contract provides that the employee employed in a day shift may be employed as a night worker, the person concerned is entitled to refuse their transfer to a night shift if they can justify that this assignment would be incompatible with compelling family obligations such as looking after a child or caring for a dependent. This refusal shall not constitute misconduct or grounds for dismissal.

Article 113. Measures intended to promote gender equality in the workplace

The employer may not take gender into consideration:

- when hiring an employee for a position involving night work conferring on the person concerned the status of night worker;

- when transferring an employee from a day shift position to a night shift position or vice versa;

- when taking specific measures for night workers or day workers in relation to vocational training.

Article 114. Vocational training for night workers

Night workers shall benefit from the same training rights as other employees of the company.

When, in accordance with the statutory and collectively agreed provisions, training is considered as actual working time, such training is provided, as a priority, during usual working time. Otherwise, it may be provided on hours not usually worked, without affecting its classification as actual working time, in particular with regard to remuneration and compliance with maximum working time and minimum rest periods.

When, in accordance with the statutory and collectively agreed provisions, the training is carried out outside of actual working time, it may be carried out during any hours not worked by the night worker. Training time is then compensated, where applicable, in accordance with the statutory and collectively agreed provisions applicable. The employer and the employee must then ensure that the latter can benefit, each day, from a period of time not occupied with a training activity, sufficient to allow them to rest effectively between two work shifts.

Chapter 6. Part-time work

Pursuant to article L. 3123-1 of the French Labour Code, an employee is considered to be working part time if their working time is less than:

- the statutory working time or the working time fixed by collective bargaining agreement for the company or the working hours applicable in the establishment if lower;

- the monthly working hours resulting from the application, during this period, of the statutory working time or, if lower, the working hours fixed by collective bargaining agreement for the company or the working hours applicable in the establishment;

- the annual statutory working time applicable in the event of working time calculated per year or, if lower, the working time fixed by collective bargaining agreement for the company or the working time applicable in the establishment.

In accordance with article L. 3123-5 of the French Labour Code, part-time employees benefit from the rights granted to full-time employees by law, contract and company or establishment agreements, subject, with regard to collectively agreed rights, to specific terms and conditions provided for by a collective bargaining agreement or arrangement.

Article 115. Formalities regarding implementation

Article 115.1. Part-time working hours implemented at the request of employees

Part-time working hours may be implemented at the request of employees.

Full-time employees who wish to take up or resume part-time employment in the same establishment or, failing this, within the same company have priority for the allocation of any position within their professional category or an equivalent position. The employer shall provide these employees with the list of corresponding available positions.

The employee's request to benefit from part-time working time ishours shall be sent to the employer by registered letter with acknowledgement of receipt. The request shall specify the desired duration and distribution of the work, as well as the date envisaged for starting the new schedule. This shall be sent at least six months before this date.

The employer shall respond to the employee's request within three months of receipt of the request.

In case of refusal, the employer shall provide a written response.

Any transfer of a full-time employee to part-time work requires an adaptation of their workload to their new schedule.

Article 115.2. Part-time working hours implemented at the initiative of the employer

Part-time working hours may be implemented at the initiative of the employer.

In companies with one or more trade union representatives, employers who plan to introduce part-time work schedules for the first time must first enter into negotiations on the terms of setting up this regime unless it has been negotiated as part of previous mandatory company negotiations without reaching an agreement. If the parties do not reach an agreement following these negotiations, the company may set up this part-time work regime under the conditions provided for in this article.

Unless specific statutory provisions exist, the transfer of a full-time employee to part-time work requires the employee's express consent.

Any refusal by the employee to work part time does not constitute misconduct or grounds for dismissal.

Article 116. Priority employment of a part-time employee

Part-time employees who wish to take up or return to a position for a period at least equal to the minimum period referred to in Article 117.1 of this Agreement or a full-time role within in the same establishment or, failing this, within the same company have priority for the allocation of a role within their professional category or an equivalent position. The employer shall provide these employees with the list of corresponding available positions.

When the employee's request is motivated by the death of their spouse, it must be examined as a matter of priority by the company.

Article 117. Working time of part-time employees

Article 117.1. Minimum working hours

The part-time employment contract sets the weekly, monthly or annual working hours, in compliance with a minimum duration:

- of 7 hours per week, or its monthly equivalent or calculated on average over a multi-week working time calculation period, for employees involved in the provision of training;

- of 24 hours per week, or its monthly equivalent or calculated on average over a multi-week working time calculation period, for all other employees.

This minimum duration is not applicable:

- to employment contracts with a maximum duration of seven days;

- to fixed-term employment contracts entered into under article L. 1242-2 (1) of the French Labour Code;

- to temporary agency work contracts entered into under article L. 1251-6 (1) of the French Labour Code for the replacement of an absent employee.

Working hours less than this minimum period may be fixed at the request of the employee either to allow the latter to cope with personal constraints or to combine several activities in order to reach an overall duration of activity corresponding to a full-time role or at least equal to the minimum period provided for in this article. This request must be made in writing and set out the reasons.

A working time shorter than that provided for in this article, compatible with their studies, shall be granted automatically upon request for employees under the age of twenty-six pursuing their studies.

Article 117.2. Additional hours

The number of additional hours may not exceed one-fifth of the working time stated in the contract.

Additional hours are paid with a salary increase of 10% within the limit of one tenth of the working hours provided in the employment contract and an increase of 25% in excess of one tenth of the working hours provided in the contract and within the limit of one fifth of the working hours provided in the employment contract.

Article 117.3. Extra hours

The employer may, by mutual agreement with the part-time employee, provide for a temporary increase in the working hours provided in the contract. This increase is the subject of an addendum to the employment contract.

In the case of extra hours, the volume of work may reach or, where applicable, exceed the statutory working hours or, where this time is less than the statutory working hours, the working hours applicable within the company[4].

Apart from cases of replacement of an absent employee designated by name, up to 8 addendums for extra hours may be signed each year with the same employee.

When additional hours are worked in excess of the hourly volume determined by the additional hours addendum, these hours shall give rise to a salary increase of at least 25%.

The extra hours are offered to one or more part-time employees whose position corresponds to the activity requiring an increase in working time. The employer's choice of the employee to whom extra hours are offered shall take into account the employee's professional capabilities and the wishes expressed by the latter to increase their working hours, in accordance with Article 116 of this Agreement.

Article 117.4. Distribution of working time

The distribution of working hours between the days of the week or the weeks of the month is provided for in the employment contract.

The working hours of a part-time employee may not include, during the same day, more than one interruption of activity, which may not exceed two hours.

By way of derogation from the preceding paragraph, this timetable may include up to two interruptions of activity or an interruption of more than two hours provided that the length of the working day does not exceed 11 hours.

The employer shall then allocate to the employee, for each month during which one of these distributions of working time is implemented, a compensation which may not be less than an amount equal to half of the employee's base hourly rate. This allowance may be paid as a single lump sum within each 12-calendar-month period.

At the employer's initiative, this compensation may be converted into an equivalent rest period, which may be allocated all at once within each 12-calendar-month period.

Pursuant to article L. 3123-24 of the French Labour Code, any change in the distribution of working hours between the days of the week or between the weeks of the month shall be notified to the employee at least 7 working days before the date on which it is to take effect.

This period may be reduced to 3 working days. In this case, for each month during which this period is reduced, the employer shall allocate to the employee an allowance at least equal to half of the employee's basic hourly rate as compensation. This allowance may be paid as a single lump sum within each 12-calendar-month period.

At the employer's initiative, this compensation may be converted into an equivalent rest period, which may be allocated all at once within each 12-calendar-month period.

In order to encourage the implementation of regular timetables or timetables allowing the employee to combine multiple activities, paragraph 3 of this article is not applicable to employees whose weekly, monthly or annual working hours are between the minimum duration provided for in Article 117.1 of this Agreement and the duration provided for in article L. 3123-27 of the French Labour Code.

Part-time employees have the same right of access to promotions and to career and training opportunities as full-time employees.

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[4] Observation: article 117.3, paragraph 2, is excluded from the extension insofar as it contravenes the provisions of articles L. 3123-9 and L. 3123-22 of the French Labour Code as interpreted by France's Supreme Court (*Court of Cassation*) (Supreme Court - Employment Division (*Cass. soc.*), 21 September 2022, 20-10.701). As of 1 January 2024, use of the "Extra Hours" scheme will be possible. However, the volume of work may not reach and, consequently, exceed the statutory working hours or the working hours applicable within the company, where these are shorter.

They therefore benefit from the career development interview ("*entretien professionnel*") systems and any measures concerning career development in force within the company.

When, in accordance with the statutory or collectively agreed provisions, training is considered as actual working time, this shall be provided, as a priority, during the part-time employee's ordinary working time. Otherwise, it may be provided on hours not usually worked, without affecting its classification as actual working time, in particular with regard to remuneration and compliance with maximum working time and minimum rest periods.

When, in accordance with statutory or collectively agreed provisions, training is provided outside of actual working time, it may be provided during hours not habitually worked by the part-time employee. Training time is then compensated, where applicable, in accordance with the statutory or collectively agreed provisions applicable. The employer and the employee must then ensure that the latter can benefit from a period of time not occupied with a training activity sufficient to allow them to rest effectively between two work shifts.

In the event of the implementation of the volume of additional hours greater than one tenth of the working hours provided for in the contract, as provided for in Article 117.2 of this Agreement, or of the reduced notice period provided for in paragraph 7, the employees concerned shall benefit, for each week considered, from a minimum continuous daily working period of 4 hours and only one single interruption of activity can be imposed for each working day considered.

Article 117.5. Special guarantees

Article 117.5.1. Termination payments

In the event of the conversion of a full-time employment contract into a part-time employment contract, companies will examine the possibility of calculating the retirement allowance on the basis of a reconstituted full-time salary for employees retiring within a maximum of 5 years following the transition to part-time work, unless there is a company or establishment collective agreement stipulating a different time period.

In the same case, companies will examine the possibility of calculating severance pay on the basis of a recalculated full-time salary for employees dismissed for economic grounds within a maximum period of 2 years following the transition to part-time work.

Article 117.5.2. Retirement

In the event of the conversion of a full-time employment contract into a part-time employment contract, companies shall examine the possibility of calculating employee and employer contributions for the acquisition of pension rights on a reconstituted full-time salary, over a maximum period of 5 years before the employee reaches the age and duration of insurance contributions allowing them to benefit from a full-rate pension unless the collective agreement of a company or an establishment stipulates a different time period.

In the event of the conversion of a full-time employment contract into a part-time employment contract, companies shall examine the possibility of calculating employee and employer contributions for the acquisition of supplementary pension rights on a recalculated full-time salary over a maximum period of 5 years before the employee reaches the age at which they can claim the benefit of a full-rate pension, unless a company or establishment collective agreement stipulates a different time period.

Chapter 7. Time savings account

Article 118. Formalities regarding implementation

A time savings account may be set up by the employer for the benefit of its employees, after consultation with the works council, if such a council is established.

In companies with one or more trade union representatives, employers who plan to set up a time savings account for the first time must first enter into negotiations on the terms of implementing this time savings account regime unless this has been negotiated as part of previous mandatory company negotiations without reaching an agreement. If the parties do not reach an agreement following these negotiations, the company may set up this time savings account regime under the conditions provided for in this chapter.

Article 119. Opening an account

An account can be opened for any employee registered as a member of the company's workforce.

Article 120. Keeping of accounts

The account is kept by the employer, or by a body outside the company to which the employer entrusts its management, after consultation with the works council, if one exists.

In the event of safeguard proceedings, receivership or court-ordered liquidation, the rights acquired under the account are covered by the Wage Guarantee Insurance scheme (*Assurance de Garantie des Salaires* or AGS) under the conditions set out in article L. 3253-8 of the French Labour Code.

If the employer accepts that the amount of savings acquired under the time savings account exceeds the ceiling guaranteed by the AGS, it must take out insurance covering the risk of insolvency of the company under the conditions set out in articles D. 3154-2 *et seq.* of the French Labour Code.

The employer, or, by delegation, the external body referred to in paragraph one, shall communicate to the employee, each year, the status of their account.

The contact details of the insurer are communicated to the works council, if one exists.

Article 121. Funding of the account

Article 121.1. Funding initiated by the employee

As part of the elements designated by the employer that can be used to fund the time savings account, the employee may decide to fund their account with:

- **1°** statutory annual paid leave exceeding 24 business days per year and additional paid leave, including leave under the collective bargaining agreement, from which they benefit;
- **2°** remuneration for overtime as well as any increase thereto or the equivalent compensatory rest days allocated in lieu of their payment, provided for in Articles L. 3121-28 and L. 3121-33, II, of the French Labour Code;
- **3°** any hours or days of rest allocated as compensation for overtime worked within the framework of the annual quota, provided for in article L. 3121-33, II, of the French Labour Code;
- **4°** days or half-days of rest allocated as compulsory compensation in the event of exceeding the collectively agreed quota of overtime provided for in articles L. 3121-30, L. 3121-33, I, L. 3121-38 and L. 3121-39 of the French Labour Code;
- **5°** hours worked in excess of the contractual working time provided for in an individual agreement on hours-based fixed working time ("*convention individuelle de forfait en heures*"), concluded with an employee under the conditions provided for in articles L. 3121-56, L. 3121-63 and L. 3121-64 of the French Labour Code;
- **6°** the days or half-days of rest allocated under an annual day-based working time agreement ("*convention de forfait en jours sur l'année*") concluded under the conditions provided for in articles L. 3121-58 *et seq.* of the French Labour Code;
- **7°** days or half-days of rest allocated as part of an adjustment of working time over a period of more than one week;
- **8°** increases or supplements to the basic salary, whatever their nature and frequency;
- **9°** the collective profit-sharing scheme for employees based on the company's results or performance as provided for in articles L. 3311-1 *et seq.* of the French Labour Code;
- **10°** at the end of their lock-up period, the sums resulting from the distribution of the employees' participation in the company's results provided for in Articles L. 3322-1 *et seq.* of the French Labour Code and the sums paid into an employee savings scheme provided for in Articles L. 3332-1 *et seq.* of the French Labour Code.

The employee shall notify the employer in writing of the percentage of each of the elements—which may be credited to the account at the employee's initiative—that they intend to allocate thereto. This percentage

may not have the effect of bringing the amount of remuneration received by the employee below the amounts provided for by the statutory and collectively agreed salary guarantees.

Article 121.2. Funding initiated by the employer

The employer may decide to fund each employee's account with the following:

1° hours worked in excess of the collective working hours;

2° days of paid leave exceeding the main leave and not taken due to the employee's incapacity for work related to illness or accident, whether or not of an occupational origin, after having first given notice to the employee and where the employee does not object.

In addition, when consulting the works council, if established, the employer shall specify any potential additional employer contribution it intends to make to the account and, where applicable, which of the above elements it intends to exclude, in whole or in part, from the account.

If no works council has been established, the employer shall inform the employees of any potential additional employer contribution it intends to make to the account and, where applicable, which of the above elements it intends to exclude, in whole or in part, from the account.

Article 122. Valuation of accrued elements

When funded, the time savings account is expressed in time or in money.

When the account is expressed in time, any element that is not expressed in time by which the account is funded shall be converted:

- for employees whose working time is counted in hours, in the equivalent of rest hours on the basis of the hourly wage on the date of its allocation;

- for employees with senior executive status or remunerated according to a fixed number of days over the year, in the equivalent of rest days on the basis of the value of one working day, as soon as they reach this value.

When the account is denominated in monetary terms, any non-monetary item credited to the account—such as annual leave days or rest days or hours—is recorded therein at a value corresponding to the monetary allowance or remuneration applicable to that specific hour or day as of the date of its allocation.

When the time savings account is denominated in monetary terms, the items credited to it are revalued in accordance with the statutory interest rate. When the time savings account is denominated in time, the items credited to it are revalued based on changes in the account holder's basic salary.

When consulting with the works council, the employer shall specify the valuation method selected for the items credited to the time savings account.

If no works council has been established, the employer shall inform the employees of method used to value the elements allocated to the time savings account.

When the account can be used to finance a leave of absence or a transfer to part-time work, the value of the account, if the latter is expressed in money, shall be converted into hours or rest days when the employee is informed of the status of their account. For employees whose working time is counted in hours, the value of the account shall be converted into rest hours on the basis of the hourly wage on the date of communication of the account statement. For employees with senior executive status or who have signed a day-based fixed working time agreement ("*convention de forfeit en jours sur l'année*"), the value of the account is converted into rest days on the basis of the value of a working day on the date of communication of the account statement.

Article 123. Use of the account

Vested savings credited to the employee may be liquidated, transferred or used to finance leave or a transfer to part-time work.

When consulting the works council, the employer shall specify the form of use of the account that it intends to favour, and, where applicable, those that it intends to exclude in whole or in part.

In the absence of a works council, the employer shall inform employees of the specific form of account

utilisation they intend to prioritise, and, where applicable, of those forms they intend to exclude, either wholly or in part.

Article 124. Liquidation or transfer of vested savings credited to the employee

An employee holding a time savings account may, provided they notify the employer within a time frame previously established by the latter, request the liquidation or transfer of all or part of their vested savings.

The employer may provide—at regular, predetermined intervals and following consultation with the works council (if such a council exists)—for the liquidation of all or part of the vested savings credited to the account.

In accordance with articles L. 3141-28 and L. 3151-3 of the French Labour Code, days saved under the fifth week of paid leave may not be subject to liquidation or transfer of rights except in the event of termination of the employment contract. These are used exclusively to finance leave or a transition to part-time work.

Upon liquidation, an indemnity corresponding to the vested savings being settled—less any social security contributions payable by the employee—is paid to the employee.

The employee and employer social security contributions payable on this amount are settled by the employer at the time of the payment.

Unless exempt from tax in the cases and under the conditions provided for by law, this amount is subject to the same tax regime as the salary when it is paid out to the employee.

The employee may transfer their rights to a company savings scheme provided for in Articles L. 3332-1 *et seq.* of the French Labour Code, to an inter-company savings scheme provided for in Articles L. 3333-1 *et seq.* of the French Labour Code or to a collective retirement savings scheme (PERCO – "plan d'épargne pour la retraite collectif") provided for in Articles L. 3334-1 *et seq.* of the French Labour Code, to a collective company pension savings scheme (PERECO – "plan d'épargne retraite d'entreprise collectif") provided for in articles L. 224-13 to L. 224-22 of the French Monetary and Financial Code or to a compulsory pension savings scheme (PERO – "plan d'épargne retraite obligatoire") provided for in Articles L. 224-23 to L. 224-26 of the French Monetary and Financial Code.

They may also decide to finance, with their rights, the benefits of a supplementary pension scheme, of a collective and compulsory nature, put in place by the company within the framework of one of the procedures referred to in Article L. 911-1 of the French Social Security Code, or to finance old-age pension contributions paid for the validation of years of study or to supplement insufficiently validated years, in accordance with the provisions of article L. 351-14-1 of the French Social Security Code, within the limit of 12 quarters of insurance.

Upon a periodic settlement of the account, an employee aged 50 or older may also request to keep their vested savings within the account, for the purpose of funding a leave of absence or a transition to part-time work at the end of their career, provided that such a specific option for leave or part-time work was established within the company at the time the time savings account scheme was set up.

In accordance with article L. 3152-4 of the French Labour Code, the rights transferred to a supplementary pension scheme of a collective and compulsory nature, or to a PERCO or a PERECO, benefit from an exemption from income tax as well as an exemption from employee and employer social security contributions under the conditions provided for by the statutory provisions in force.

Article 125. Funding of leave or move to part-time work

The time savings account may also be used to fund, on an individual basis, in whole or in part, leave or a move to part-time work provided for by law (in particular: parental leave, part-time work to raise a child under three years of age, a sabbatical, leave or part-time work for a business start-up or takeover plan, training leave, carer's leave, family solidarity leave), by the collectively agreed provisions applicable to the company or by the employment contract.

The duration and conditions for taking such leave or moving to part-time work are defined by the, statutory, regulatory, collectively agreed or contractual provisions that establish them.

The time savings account can also be used to finance, in whole or in part, leave or a move to part-time work, the benefit of which is not open to the employee by statutory or collectively agreed provisions or by the employment contract but results from the existence of vested savings, converted into hours or days of rest,

appearing in the account. This last leave or move to part-time work is also called "specific leave or move to part-time work."

To take this specific leave or move to part-time work, the employee must make a request in writing at least six months before the date scheduled for their departure on leave or for the conversion of their full-time employment contract into a part-time employment contract, specifying the duration of the leave or part-time transfer. The employer may defer the starting point of the specific leave or transfer to part-time work requested by the employee by a maximum of three months.

In the event of specific leave, the leave must last for a period of between two weeks and two years. In the event of a specific transfer to part-time work, the transfer must be for a period of between six months and two years. However, in the case of end-of-career leave or transfer to part-time work, the maximum duration of leave may be increased to three years and that of part-time work to five years.

The rights allocated by the employer to the time savings account, pursuant to Article 121.2 (1) and (2) of this Agreement, may be used to finance collective or individual leave, the duration and conditions of which are set by the employer taking into account the company's workload.

The purpose of the elements allocated to the account is to provide the employee with compensation, during their period of leave or transfer to part-time work, calculated on the basis of the actual salary at the time of departure. If the duration of the leave or transfer to part-time work is greater than the vested savings recorded in the employee's account, the compensation may be averaged over the entire duration of the absence, so as to guarantee for the employee, if the latter wishes, during the entire period of leave or transfer to part-time work, compensation calculated on the basis of a percentage of the actual salary at the time of departure.

The compensation is paid with the same frequency as salary at the company, after deduction of the social security contributions due by the employee.

The employee and employer social security contributions are paid by the employer when the compensation is paid.

This compensation applies the same tax regime as the salary when it is collected by the employee.

Except when the leave or transfer to part-time work compensated under the time savings account precedes a voluntary cessation of activity, the employee shall return, at the end of their leave or transfer to part-time work period, to their previous role or a similar role with at least equivalent remuneration.

Article 126. Termination and transfer of the account

If the employment contract is terminated before the account has been fully used, the employee shall receive an indemnity corresponding to the vested savings recorded in the account, less any social security contributions payable by the employee.

The employee and employer social security contributions payable on this amount are settled by the employer at the time of the payment.

Unless exempt from tax in the cases and under the conditions provided for by law, this amount is subject to the same tax regime as the wages.

However, in the event of termination of the employment contract, the value of the employee's account may be transferred from the former employer to the new employer, provided that the latter has also set up a time savings account scheme. This transfer requires a written agreement between the former employer, the new employer and the employee. After the transfer, the account shall be managed in accordance with the rules provided for in the collective bargaining agreement applicable at the new employer.

If such a transfer is not possible, the employee may agree with their former employer that the rights saved recorded in their time savings account shall be deposited with *Caisse des dépôts et consignations* under the conditions set out in articles D. 3154-5 and D. 3154-6 of the French Labour Code.

Chapter 8. Transitional provisions

Article 127. Transitional provisions

Amended by the Addendum of 11 July 2023 to the French National Collective Agreement ("CCN") of 7 February 2022 - Art. 14.

Companies applying article 5 of the national agreement of 23 February 1982 (work according to a cycle of 12 weeks at most), article 4 of the national agreement of 7 May 1996 (annualised part-time work), article 5 (reduction of hours by allocation of *JRTT*) or article 8 (organisation of working time over the year) of the national agreement on the organisation of work in the metallurgy sector, of 28 July 1998 (as amended), may continue to use such methods for the organisation of working time until the end of the current calculation period within the company on the date of entry into force of this Agreement.

The provisions relating to annual hours- or days-based working time, set out in Articles 13 and 14 of the National Sector Agreement of 28 July 1998 on the organisation of work in the metallurgy sector have been maintained successively by the effect of Act 2008-789 of 20 August 2008 and Act 2016-1008 of 8 August 2016. It follows from the aforementioned legal provisions that the implementation of an individual agreement on annual hours-based or days-based working time (*"convention de forfait"*) signed on the basis of articles 13 and 14 of the National Sector Agreement (*ANB*) could be continued provided that the employer applies the supplementary provisions of the new Article L. 3121-65 of the French Labour Code. Subject to the same reservations, the said article 14 could also serve as a basis for the signature of individual day-based working time agreements (article 12, III, of the Act). The social partners seized the opportunity presented by the overhaul of the sector's collective bargaining agreement system in particular to render the provisions relating to fixed working time on the basis of days or hours per year compliant. To this end, the social partners intended to make use of the security mechanism put in place by article 12, I, of Act 2016-1008 of 8 August 2016, which makes it possible to revise the collective bargaining agreements or arrangements authorising the signature of annual hours- or days-based working time agreements concluded prior to its publication, to be brought into compliance with article L. 3121-64 of the French Labour Code without the need to require the employee's agreement. These revised provisions are now set out in articles 102 and 103 of this Agreement. Therefore, considering the foregoing, and in application of the aforementioned article 12, I, the individual hours- or days-based working time agreements validly signed on the basis of the amended national agreement on the organisation of work in the metallurgy sector of 28 July 1998 continue without the need to obtain the employee's agreement. Article 103.1 of this Agreement is not enforceable against these agreements. These transitional provisions are not binding on individual annual hours- or days-based working time agreements signed as from the entry into force of this Agreement, which require the consent of the employee.

PART IX. BUSINESS TRIPS

Article 128. General provisions

Companies must endeavour to limit the number and frequency of business trips during periods of daily and weekly rest.

When the business trip leads to a significant time difference and the employee does not travel in comfortable conditions allowing the employee to rest, the employer must ensure that the employee benefits, on arrival, from an appropriate rest period, before the effective resumption of their work.

When the business trip is decided by the employer, the latter must ensure that a notice period is respected, taking into account the characteristics of this business trip, and, in particular, its duration. When the business trip significantly modifies the employee's usual personal arrangements, this period is, in principle, at least 48 hours, except in the event of special circumstances, particularly related to the nature of the role.

Pursuant to article L. 2253-3 of the French Labour Code, the provisions of this article do not apply where a company-level agreement provides for compensation for business travel time, regardless of the amount and the method of calculation or payment of the compensation provided for in this company agreement.

Article 129. Unusual business travel times

Pursuant to article L. 3121-4 of the French Labour Code, when the business travel time exceeds the normal travel time between home and the usual place of work, it is subject to compensation either in the form of rest or in financial form under the conditions provided below.

Article 129.1. Calculating working time in hours

In the context of a breakdown of working time in hours, if the travel time exceeding the normal travel time between home and the usual place of work, assessed during each day, is at most equal to 30 minutes, the compensation shall be determined by the employer, in accordance with article L. 3121-8 (3) of the French Labour Code.

If the travel time exceeding the normal travel time between home and the usual place of work, assessed during each day, is greater than 30 minutes, this excess time shall be compensated on the basis of the hierarchical minimum wage applicable to the employee. At the employer's initiative or at the employee's request and upon the employer's agreement, this compensation may be converted into an equivalent rest period. The employer shall determine its terms and conditions.

This financial compensation or additional rest period may be awarded in one instalment within a period of 12 calendar months.

Pursuant to article L. 3121-4, paragraph 2, of the French Labour Code, the part of the business travel time exceeding the ordinary travel time between home and the usual place of work and which coincides with the work timetable does not entail any loss of salary. In addition, the travel time between two workplaces constitutes actual working time.

Article 129.2. Calculating working time in days

In the context of counting working time in days over the year, companies ensure, in the context of the employee's work-life balance and in accordance with the autonomy required for the signature of an annual day-based fixed working time agreement ("*convention de forfait en jours sur l'année*"), to limit travel on any day not worked and, in particular, on Sundays. If the employee is obliged to undertake business trips on a day not worked, due to the distance between home and the place of travel, the employee shall be entitled to compensation as follows:

- for each calendar quarter during which the number of trips on a rest day is less than three, the compensation shall be fixed at the company level;

- for each calendar quarter during which the number of trips on a rest day is at least equal to three, the compensation shall be at least equal to the value of one day's wages. At the employer's initiative or at the employee's request and upon the employer's agreement, this compensation may be converted into an equivalent rest period, if applicable, allocated all at once within each 12-calendar month period.

Article 130. Travel time for mobile employees

Mobile employees are employees who make regular trips as part of the nature of their role and who, as a result, do not have a fixed or usual place of work.

In the context of calculating working time in hours, the daily travel time outside the mobile employee's actual working time gives rise to compensation determined as follows:

1° travel time exceeding one and a half hours per round trip, without exceeding two and a half hours, is compensated on the basis of the hierarchical minimum wage applicable to the employee;

2° travel time exceeding two and a half hours per round trip is compensated at the employee's base hourly rate.

At the employer's initiative or at the employee's request and upon the employer's agreement, this compensation may be converted into an equivalent rest period. The employer shall determine its terms and conditions.

This financial compensation or additional rest period may be awarded in one instalment within a period of 12 calendar months.

The provisions of Article 129.2 of this Agreement are applicable to mobile employees whose working time is counted in days over the year.

Article 131. Business trip expenses

Business expenses, within the meaning of employment law, are the expenses that an employee justifies having incurred for the purposes of their professional activity and in the interest of the company.

Business expenses are reimbursed by the employer up to the expenses actually incurred by the employee, upon presentation of the corresponding supporting documents or, for all or part of these expenses, in the form of a lump sum allowance fixed within the company, provided that this allowance is not manifestly disproportionate to the expenses incurred by the employee.

Article 132. Recreational travel

During a business trip lasting at least 2 weeks to a place of work more than 2 hours from the employee's home, the latter is entitled to at least one recreational trip, under the conditions determined as follows:

1° when the business trip takes the employee up to 5 hours away from home, the latter shall benefit from recreational travel every 2 weeks;

2° when the business trip takes the employee between 5 and 10 hours from home, the latter shall benefit from recreational travel every month;

3° when the business trip takes the employee more than 10 hours away from home, the latter shall benefit from one case of recreational travel per quarter.

As an exception to the preceding paragraphs, when the duration of the business trip is at least 6 months,

recreational travel is established within the framework of the company.

For the assessment of the conditions of the 2-hour, 5-hour and 10-hour trips, referred to in this article, the mode of transport imposed by the employer, or, failing that, the fastest mode of transport, is taken into account.

Recreational travel entitles the employee to the payment by the employer of the costs of a return trip allowing them to return to their main residence. The employer shall determine the frequency and the terms and conditions of the recreational trip.

The recreational trip shall take place on days that are usually non-working days.

On the occasion of the recreational trip, the employer must ensure via any means that the employee is able to benefit from a minimum stay of 2 non-working days between the end of the outward journey and the start of the return journey. In the event of a business trip taking the employee more than 10 hours away from home, the minimum duration of this stay is 3 days.

Article 133. Leave for family events

Leave for a family event granted by statutory or collectively agreed provisions to deal with the death of the spouse, a direct ascendant or a direct descendant of the employee or their spouse, shall entitle the employee to the payment by the employer of the costs of a return trip allowing the employee to attend any ceremonies and/or carry out any formalities incumbent on them during this leave.

For other leave for family events granted by statutory or collectively agreed provisions, the costs of the return trip shall be covered by the employer as part of the recreational trip described in Article 132 of this Agreement, either by advancing or postponing the date normally scheduled for this trip.

In the case of a business trip, the duration of the leave for a family event shall be assessed in addition to the travel time necessary for the employee to participate in the family event in question.

Article 134. Guarantee regarding the number of public holidays

An employee on a business trip is entitled annually to a guarantee of equivalence regarding the number of non-working public holidays, as established by statutory or collectively agreed provisions, that they would have benefited from had they not been away on business.

Article 135. Travel terms and conditions

The employer endeavours to determine the most appropriate means of transport, taking into account any constraints to which the employee may be subject, as well as the nature of the duty and the activities of the person concerned before and after such trip.

Article 136. Employee representation

Employees on business trips benefit from all of the rights defined by the laws and regulations in force with regard to the various forms of employee representation. Employees on business trips holding a mandate to represent employees shall freely exercise their duties under the conditions provided for by the laws and regulations in force.

Employee representatives must be granted, particularly when they are on business trips, the time necessary for travel related to the exercise of their mandate.

Article 136.1. Travel time and expenses to attend a meeting when convened by the employer

Employees travelling on business trips who hold an employee representative mandate and who attend a meeting of the employee representative body or a collective bargaining meeting at the employer's request shall be compensated, in accordance with the applicable statutory provisions, for the portion of their travel time that is undertaken outside their normal working hours and exceeds the normal commuting time between their home and their usual place of work. The portion of this time coinciding with working hours shall not entail any loss of salary.

If an employee who has signed an annual day-based working time agreement ("*convention de forfait en*

jours sur l'année") is required to travel on a day not worked to attend a meeting referred to in the previous paragraph, due to the distance between the home and the place of the meeting, they shall benefit from compensation defined in accordance with the terms set out in Article 129.2 of this Agreement.

Travel time to a meeting referred to in the preceding paragraph shall not be deductible from the credit of delegation hours held by the persons concerned.

Travel expenses incurred by employee representatives to attend meetings organised at the employer's request shall be paid in accordance with Article 131 of this Agreement.

Article 136.2. Travel time and expenses in other situations

Amended by the Addendum of 11 July 2023 to the French National Collective Agreement ("CCN") of 7 February 2022 - Art. 15.

Travel by employees on business trips who are employee representatives, where such travel is connected with the exercise of a staff representation function, and takes place for reasons other than those referred to in the preceding paragraphs, may give rise to the aforementioned compensation, subject to the prior agreement of the head of the company or establishment. The payment of all or part of the costs promotes social dialogue, in particular, when the place of professional activity of the employee representative is geographically distant from the place of exercise of their term of appointment.

Travel time incurred during ordinary working hours in the performance of representative duties, shall be deducted from the hours of delegation, excluding travel time to carry out the research and investigations provided for in article L. 2315-11 (1) and (3) of the French Labour Code.

Article 136.3. Elections

The employer must allow the necessary time and put in place, if necessary, the appropriate measures to allow any employee required to travel to cast a vote.

Article 137. Other provisions relating to business trips

Article 137.1. Travel with a vehicle

Article 137.1.1. Common provisions

Any employee required to travel with a vehicle as part of their duties must keep their employer informed of any decision regarding the suspension or revocation of their driving licence.

Article 137.1.2. Travel using a personal vehicle

The use of the employee's personal vehicle for the needs of the department requires an agreement between the employer and the employee. In this case, the costs incurred are the responsibility of the employer, under the conditions applicable to the company. The employee must provide the employer with the documents necessary to drive the vehicle used.

The employer shall use any means it deems appropriate to verify that the employee's personal vehicle, necessary for the performance of their professional activity, is covered by a valid insurance policy suitable to the use being made of the vehicle.

Article 137.2. Events arising during business trips

Article 137.2.1. Illness or accidents

Should the employee, on the advice of a doctor, have to interrupt the trip, the employer shall take the necessary steps and bear the costs of the employee's return to the place of principal residence.

If the leave of absence due to the employee's illness or accident exceeds 15 days, in the absence of hospitalisation, the date of their next recreational trip, provided for in Article 132 of this Agreement, may be modified so as to allow them to benefit from this during their leave of absence, without however causing a delay in the cycle of subsequent recreational trips.

If the employee is hospitalised on site, the employer may, at the employee's request, allow the latter to continue their hospitalisation near to home, provided that the employee is recognised as fit for transportation by the doctor in charge of medical follow-up.

If the employee's hospitalisation or illness or accident results in a disability or loss of autonomy of a

particular seriousness or endangering the latter's life, and attested by a medical certificate, the employer shall cover the costs of a round trip for a person close to the employee.

Article 137.2.2. Dismissal

In the event of the dismissal of the employee during their trip, the employee's travel expenses from the place of performance of the assignment to the place of habitual residence constitute business expenses payable by the employer on condition that the return takes place within a reasonable period following the termination of the employment contract.

Article 137.2.3. Death

In the event of death of the employee during their trip, the costs of returning the body shall be borne by the employer.

The employer shall also cover the costs of a round trip for a person close to the employee.

PART X. REMUNERATION

Chapter 1. Hierarchical minimum wages

A single scale of hierarchical minimum wages per job category within the meaning of article L. 2253-1 (1) of the French Labour Code is established at the national level for the benefit of employees in the metallurgy sector.

The hierarchical minimum wages correspond to a collectively agreed minimum wage guarantee below which the employee cannot be paid.

The scale applicable from 1st January 2024 is set out in Annex 6 to this Agreement.

The social partners agree to meet again for negotiations by December 2023 at the latest, if the assumptions used to define the hierarchical minimum wages used in the single scale applicable in 2024 prove to be different in fact from these assumptions. They therefore express their desire to preserve the balance established by the grid of hierarchical minimum wage per job category agreed during the negotiation of the sector's new collective agreement system.

Article 138. Setting the hierarchical minimum wages

The minimum hierarchical wages per job category are set, by the sector's national collective bargaining agreement, in nominal value, for each of the eighteen job categories defined by Article 62.1 of this agreement, without disregarding, from the first job category (“classe d’emploi”) of job family A (A.1), the rate of the statutory minimum wage ("SMIC") in force.

The hierarchical minimum wages are fixed for a full calendar year of actual work and for the statutory working time in force on the date of signature of the collective agreement by which they are set.

The social partners at the national level shall meet, by the end of the first quarter of each calendar year, to determine the values for the hierarchical minimum wages applicable for the current calendar year.

Article 139. Application of the hierarchical minimum wages

Amended by the Addendum of 11 July 2023 to the French National Collective Agreement ("CCN") of 7 February 2022 - Art. 16.

The hierarchical minimum wages per job category are adapted to the actual working hours to which the employee is subject.

Consequently, where applicable, the statutory or collectively agreed increased pay for overtime or fixed remuneration are applied thereto.

They are reduced, on a *pro rata* basis, in the event of the employee’s joining or leaving during the year, and in the event of suspension of the employment contract, for any reason whatsoever, not considered as actual working time.

Finally, they are adjusted, on a *pro rata* basis, in the event of a change in the employee’s position during the year resulting in a change in the classification applicable to the new position.

For employees subject to an annual hours-based working time agreement ("*convention de forfait en heures sur l’année*") including the solidarity day provided for by article L. 3133-7 of the French Labour Code, the amounts of the hierarchical minimum wages per job category indicated for the statutory working time are increased by:

- 15% for employees with an annual hours-based working time agreement ("*convention de forfait en heures sur l'année*") for an average weekly working hours corresponding to the statutory working time of 35 hours increased by a maximum of 10%;

- 30% for employees with an annual hours-based working time agreement ("*convention de forfait en heures sur l'année*") for an average weekly working hours corresponding to the statutory working time of 35 hours increased by between 10% and 20%.

For employees with an annual day-based working time agreement ("*convention de forfait en jours sur l'année*") including the solidarity day provided for by article L. 3133-7 of the French Labour Code, the amounts of the hierarchical minimum wages per job category indicated for the statutory working time are increased by 30%. The hierarchical minimum wages thus increased are adjusted according to the number of days or half-days of actual work provided for in the employment contract when this number is less than the volume of the fixed working time equivalent to full time applicable in the company.

The signatories of this Agreement consider that six years of professional experience is a condition for the full exercise, by beginners, of Group F jobs.

For the purposes of this article, employees hired upon completion of their studies, whose professional experience requires a period of putting into practice the knowledge acquired and integration into the company, are generally considered as beginners.

Consequently, in order to promote the gradual assumption of autonomy and responsibility, the single scale is adapted, giving rise to the application of specific amounts of hierarchical minimum wages during these six years. These amounts are increased by:

- 5% after two years of professional experience;

- 8% after four years of professional experience.

After six years of professional experience, the employee will be subject to the amounts of the single scale of hierarchical minimum wages, indicated for the applicable working time, as defined in Annex 6 to this Agreement.

One year of professional experience shall be deemed equivalent to any year of employment as an executive or in a position that enabled the employee to acquire skills relevant to the duties performed. Each of these six years of experience may be acquired under one or more employment contracts, in one or more companies.

The signatories to this Agreement consider that apprenticeship and vocational training contracts that have enabled skills to be acquired related to the position held contribute to acquiring professional experience within the meaning of this article. They also agree that, for each period of performance of one or more work-study contracts, concluded in one or more companies, the duration of which is equal to two years, the professional experience taken into account is equal to one year.

As a transitional measure, the single scale adapted is applicable to employees in the company on 31 December 2023 with less than six years of professional experience within the meaning of these provisions.

As such, any year of work prior to 1st January 2024 as an executive or in a job having enabled the acquisition of skills related to the position held, under one or more employment contracts in one or more companies, is also included in the calculation of years of professional experience. Any apprenticeship and vocational training contract ("*contrat d'apprentissage et de professionnalisation*") signed prior to 1st January 2024, in one or more companies, which has enabled acquiring skills related to the position held, shall be taken into account to justify the conditions set out in paragraph 16 of this article.

Article 140. Base figures for comparison of the hierarchical minimum wage

For the application of the hierarchical minimum wage per job category, adapted where applicable, all gross elements of remuneration, including benefits in kind, paid in return for or in connection with work, regardless of the name, nature, frequency or legal source, i.e. all gross sums shown on the payslip and generating contributions under Social Security legislation, will be taken into account, with the exception of each of the following elements:

- the length of service bonus, including the supplement, as provided for in Part X, chapter 2;

- increased pay for arduous, hazardous, unsanitary work;

- salary compensation linked to specific work organisations or conditions but not paid as compensation for or on the occasion of work (in particular work, in successive shifts, on-call duty, etc.);

- bonuses and supplements of an exceptional and voluntary nature;

- the additional remuneration payable for an employee invention made in the course of employment.

Pursuant to this principle, the following amounts shall be excluded from the assessment base: amounts arising from employee savings schemes (namely profit-sharing bonuses, incentive bonuses and the employer's matching contribution to an employee savings plan) that do not constitute salary, as well as amounts which, being reimbursements of expenses, are not subject to social security contributions under social security legislation.

Article 141. Transitional period

Amended by the Addendum of 30 September 2022 to the French National Collective Agreement ("CCN") of 7 February 2022 - Art. 7. and by the Addendum of 11 July 2023 to the French National Collective Agreement ("CCN") of 7 February 2022 - Art. 17.

The introduction, at national level, of a single scale for minimum wages per job category applicable from 1st January 2024 leads to the convergence of the various minimum wages set until 2023 by 76 territorial agreements for monthly wages and by the annual national agreements determining the scale for engineers and executives in application of the national collective bargaining agreement of 13 March 1972.

Due to the disparities observed between the different territorial minimum wage on the one hand, and those applicable to engineers and executives on the other, the convergence of these different minimum wages in a single grid may, for some companies, lead to an exceptional increase in their payroll, likely to lead to economic difficulties.

In order to manage this impact, the signatories of this Agreement have decided to establish a transitional period for these companies with 150 employees or fewer, linked to the company by an employment contract and making up its payroll.

For companies in which the application of the single scale of hierarchical minimum wages per job category on 1st January 2024 would result in an increase in their annual payroll of more than 5% for at least 25% of their workforce, the obligation to apply the national single scale is postponed until 1st January 2030 at the latest.

To assess the level of the increase in the simulated payroll following the entry into force of the single scale of hierarchical minimum wages applicable from 1st January 2024, companies determine their payroll for the year 2023. This is made up of all the gross remuneration paid to employees bound by an employment contract with the company.

In the event of the employee's absence during the year 2023, regardless of the reason, the amount of the remuneration used to calculate the 2023 payroll is recalculated on the basis of the remuneration that the employee would have received if they had continued to work, according to the working hours provided for in their employment contract.

In the event of arrival during the calendar year 2023, the amount of remuneration to be used for calculating the 2023 payroll is that received by the employee for this year, in proportion to the number of months worked, to which any periods of suspension are added. For the calculation of the 2024 payroll, the hierarchical minimum wages are calculated pro rata under the same conditions.

The companies then set, according to a workforce identical to that which gave rise to the assessment of the 2023 payroll, the simulated 2024 payroll, taking into account the hierarchical minimum wage applicable from 1st January 2024.

Finally, they compare the level of the two payrolls in order to obtain a percentage increase.

This comparison takes place at the earliest as soon as the 2023 payroll is known and at the latest before 31 March 2024. It is carried out with regard to the classification provided for in this collective bargaining Agreement system.

For these same companies, the hierarchical minimum wages applicable from 1st January 2024 corresponds to the values of the national single scale reduced by the percentage that their increase in the annual payroll would represent had they applied the 2024 single scale in Annex 6 to this Agreement. For employees in post on 31 December 2023, the hierarchical minimum wages applicable in these companies, for the year 2024, must

not be lower than those applicable in 2023. For employees hired on or after 1st January 2024, the applicable hierarchical minimum wages are identical to those of employees occupying a position in the same job category.

As of 1st January 2025, the hierarchical minimum wages applicable in these companies are at least increased, for each job category, by the percentage of revaluation negotiated each year for each job category of the single scale of hierarchical minimum wages. This revaluation percentage is increased by 1.5 points within the limit of the single scale applicable for the given calendar year.

The following terms and conditions apply to companies eligible for this measure and wishing to benefit from these provisions:

- when the aforementioned comparison is made by the employer, the company's accountant or auditor certifies the potential impact on the 2023 payroll of the application of the single scale of hierarchical minimum wages applicable in 2024 and the economic difficulties that this could entail;

- the hierarchical minimum wages applicable to the employees of the company are communicated each year to the works council when it exists or, failing that, directly to all employees;

- the works council, where applicable, may ask the accountant or the statutory auditor to present the elements that lead it to certify the increase in the payroll and the economic difficulties that this is likely to entail.

Chapter 2. Length of service bonus

Article 142. Calculation methods

Amended by the Addendum of 30 September 2022 to the French National Collective Agreement ("CCN") of 7 February 2022 - Art. 8.

Employees whose role falls within job families A to E are entitled to a length of service bonus in addition to their monthly remuneration after a length of service of three years with the company.

The length of service bonus is calculated by applying to the employee's specific calculation base multiplied by one hundred the employee's length of service in years at the company, capped at fifteen years.

The specific calculation basis is determined by multiplying the point value by a rate set out in Annex 7 to this Agreement for each job category.

The point value is subject to at least one annual territorial or sectoral collective bargaining. This value is set by a territorial or sectoral agreement.

As of 1st January 2024, in the absence of a territorial or sectoral agreement stating the value of the point, the signatories of this Agreement agree that the value of the applicable point is that last one negotiated within the territory or sector concerned.

The amount of the length of service bonus varies depending on the working hours. It therefore includes, where applicable, the increased pay for overtime or under annual fixed number of days agreements, i.e. the 30% increase under the conditions of Article 139 of this Agreement.

The length of service bonus must be indicated as an autonomous line item on the payslip.

Article 143. Transitional provisions

As the signatories to this Agreement are committed to maintaining the length of service bonus, they agree to revise the formula used to calculate the length of service bonus in order to adapt this to the new classification applicable within the metallurgy sector.

A supplement is granted to employees holding an employment contract on 31 December 2023, if, in January 2024, due solely to the entry into force of the collective bargaining agreement, for the same working time, this new formula leads to a length of service bonus lower than that received in December 2023. The amount of this supplement is assessed in the light of the change in one of the parameters for calculating the length of service bonus and for the same working time. It is allocated to the employee up to the amount of the supplement received for the year 2024 and as long as it has not been overtaken by the amount of the new length of service bonus. The supplement is paid monthly to the employee and must appear as an autonomous entry on the payslip.

Chapter 3. Salary compensation for certain specific organisations of work

Article 144. Salary compensation for shift work

The shift work referred to in this article covers the organisation of work set up by the employer using several groups of employees (known as teams) who rotate through the same workstations. This work can be organised in 2, 3, 4, 5, 6 teams or groups of employees who successively occupy the same workstation on the equipment. These shifts may be strictly successive (without overlap), overlapping, fixed or rotating.

Each job carried out as part of the shift work is entitled to a bonus of an amount equal to the remuneration of 30 minutes on the basis of the hierarchical minimum wage.

This compensation is not due when the working hours of the employees referred to above include a stoppage of more than 1 hour.

To check whether the employee has benefited from this compensation, any salary benefits paid by the company specifically for shift work will be taken into account, even when they are included in the basic salary and regardless of what they are called.

Article 145. Salary compensation for habitual night work

For each shift, the hours of work actually performed by the night worker during the time slot between 9 p.m. and 6 a.m. will give rise to the right, provided that there are at least 6 hours, to an increase in actual salary equal to 15% of the hierarchical minimum wage.

To check whether the employee has benefited from this increase, any salary benefits paid by the company specifically for night work will be taken into account, even when they are included in the basic salary and regardless of what they are called (inconvenience increase, paid break allowance, employment allowance, meal allowance with the exception of the part exempt from Social Security contributions; etc.) as well as those paid for shift work for the amount corresponding to the performance of night work.

Article 146. Salary compensation for exceptional night work, Sunday work and/or work on a public holiday

For each shift, the hours of work exceptionally carried out during the time slot between 9 p.m. and 6 a.m. grant the right to an increase in the actual salary equal to 25% of the basic salary.

For each shift, the hours of work exceptionally carried out, on the calendar day, on a Sunday, grant the right to an increase in the actual salary equal to 100% of the basic salary.

When the weekly rest day is allocated on a day other than Sunday, any hours of work exceptionally worked on the calendar day corresponding to this rest day give rise to an increase in the actual salary equal to 100% of the basic salary. To check whether the employee has benefited from this compensation, any salary benefits paid by the company specifically for habitual work on a Sunday will be taken into account, even when they are included in the basic salary and regardless of what they are called.

For each shift, the hours of work exceptionally carried out, on the calendar day, on a public holiday, grant the right to an increase in the actual salary equal to 50% of the basic salary.

The salary increase provided for in respect of the salary compensation for exceptional work, whether carried out at night, on a Sunday, another weekly rest day and/or a public holiday, does not exclude any increased pay for overtime.

When the same work gives rise to several of these increased pay, only the increase corresponding to the highest rate is applied.

The compensation provided for in this article is applied except in the case of any management arrangements, in particular, balancing coefficients, put in place in companies organising the conditions for moving from one shift work cycle to another.

Chapter 4. Reimbursement of business expenses

Article 147. Night-time meal allowance

The meal allowance is mandatory, under the conditions outlined below, for all employees, night workers when the hours actually worked between 9 p.m. and 6 a.m. are at least 6 hours during that time slot.

It constitutes a reimbursement of business expenses and, as such, it cannot be paid on days not worked by the employee, regardless of whether or not these days give rise to the right to compensation.

The amount of the meal allowance is equal to the exemption amount established each year by France's Central Agency of Social Security Organisations (ACOSS) for the meal allowance in the workplace.

This meal allowance is granted if it meets the following conditions:

- the employee is required to eat at their workplace due to their specific organisational conditions and working hours, which prevent them from going home or, if applicable, having access to the company canteen, or eating a meal outside of the workplace. The specific conditions for the organisation of work referred to above refer in particular to team work, shift work, continuous work, split shifts or night work;

- it is intended to compensate the employee for the additional meal expenses generated by this situation.

Chapter 5. Employees who are inventors

Article 148. Common rules

Only patentable inventions are covered by this chapter.

When the employee is the inventor, this situation is governed by articles L. 611-7 *et seq.* and R. 611-1 *et seq.* of the French Intellectual Property Code.

The employee who is the inventor must immediately inform the employer about their invention. They must not make any disclosure concerning this invention.

Article 149. Inventions made during the employee's duties

Inventions made by an employee in the performance of either an employment contract including an inventive assignment that corresponds to their actual duties, or studies and research that are explicitly entrusted to them, shall belong to the employer. The employer shall inform employees who have made such an invention when an application for an industrial property registration is filed and when such registration is granted.

Each employee who makes an invention during their duties and which then becomes owned by the employer shall receive additional remuneration.

This additional remuneration shall amount to €300. To check whether the employee is entitled to the additional remuneration, all amounts with the same purpose shall be taken into account.

It may take the form of a bonus which is paid in one or more instalments and to which the employee is entitled on the date of the invention.

In addition, the employer shall examine the terms of any potential additional remuneration for the benefit of the employee who has made an invention in the course of their duties, in particular when the invention is of exceptional interest to the company.

Article 150. Assignable inventions

When an invention is made by an employee either in the course of performing their duties or in the company's field of the activities or through the knowledge or use of techniques or means specific to the company or data procured thereby, it is possible for the employer to be awarded the ownership or enjoyment of this invention by payment of a fair price, which shall be freely negotiated between the parties.

Article 151. Inventions that are neither created during the employee's duties nor are they assignable

For other inventions, which are neither creating during the employee's duties nor are they assignable, it is possible for the employer to acquire ownership or enjoyment of these inventions, in accordance with the ordinary rules of law, by agreement with the employee and by paying a price that shall be freely negotiated between the parties.

Chapter 6. Special provisions applicable to employees with a work-study contract

Article 152. Minimum remuneration

In order to attract young people to industrial trades, the signatories determine the minimum remuneration for those with a work-study contract as follows. The minimum remuneration of a work-study employee is fixed according to a percentage of the statutory minimum wage ("*SMIC*") determined in Article 152.1 of this Agreement, without being lower, over the year, than the guaranteed annual remuneration defined in Article 152.2.

Article 152.1. Percentage of the applicable minimum wage

Article 152.1.1. Percentage of the minimum wage applicable to apprentices

By way of derogation from the provisions of article D. 6222-26 of the French Labour Code, the percentage of the statutory minimum wage *("SMIC")* applicable to the remuneration of employees holding an apprenticeship contract is set as follows:

1° For young people aged 15 to 17:

- 35% of the statutory minimum wage ("SMIC") during the first year of performance of the contract;
- 45% of the statutory minimum wage ("SMIC") during the second year of performance of the contract;
- 55% of the statutory minimum wage ("SMIC") during the third year of performance of the contract.

2° For young people aged 18 to 25:

- 55% of the statutory minimum wage ("SMIC") during the first year of performance of the contract;
- 65% of the statutory minimum wage ("SMIC") during the second year of performance of the contract;
- 80% of the statutory minimum wage ("SMIC") during the third year of performance of the contract.

3° For young people aged 26 and over:

- 100% of the statutory minimum wage ("SMIC"), regardless of the year of performance of the contract.

In the event of a change of age bracket during the contract, the applicable percentage shall be reassessed on the first day of the month following the birthday of the beneficiary of the apprenticeship contract.

Article 152.1.2. Percentage of the minimum wage applicable to employees with a vocational training contract ("contrat de professionnalisation")

Article 152.1.2.1. Employees under the age of 26

Employees under the age of 26 with a vocational training contract receive, for the duration of the fixed-term employment contract or the vocational training component of the open-ended employment contract, a minimum wage calculated according to their age and level of training.

By way of derogation from the provisions set out in article D. 6325-15 of the French Labour Code, the percentage of the statutory minimum wage ("SMIC") applicable to the remuneration of employees with a vocational training contract ("*contrat de professionnalisation*") is set as follows:

1° For holders of a *joint qualification certificate in metallurgy ("CQPM")/joint inter-sectoral qualification certificate ("CQPI")* or a qualification at least equal to that of a vocational baccalaureate or a professional qualification or diploma of the same level:

- 70% of the statutory minimum wage ("SMIC") for employees under 21 years of age;
- 85% of the statutory minimum wage ("SMIC") for employees aged 21 and over.

2° For other individuals with a vocational training contract ("*contrat de professionnalisation*"):

- 60% of the statutory minimum wage ("SMIC") for employees under 21 years of age;
- 75% of the statutory minimum wage ("SMIC") for employees aged 21 and over.

In the event of a change of age bracket during the contract, the percentage of the statutory minimum wage ("SMIC") applicable shall be reassessed on the first day of the month following the birthday of the employee with a vocational training contract ("*contrat de professionnalisation*").

Article 152.1.2.2. Employees aged 26 and over

For vocational training contracts ("*contrats de professionnalisation*") concluded with individuals over the age of 26, the minimum remuneration applicable shall be at least equal to 100% of the statutory minimum wage ("SMIC").

Article 152.2. Guaranteed annual remuneration applicable to employees with a work-study contract

Title of the article amended by the Addendum of 11 July 2023 to the French National Collective Agreement ("CCN") of 7 February 2022 - Art. 18.

Article 152.2.1. Scale

A scale of guaranteed annual remuneration, corresponding to the 4 classification families defined in Article 62.4 of this Agreement, is created for the benefit of employees holding a work-study contract, during the term of an apprenticeship or vocational training contract concluded for a fixed term, or during the term of the apprenticeship or vocational training component of an open-ended contract.

Family 1

For employees with a work-study contract classed in family 1, the guaranteed annual remuneration shall be calculated by applying the percentages referred to in Article 152.1 of this Agreement to the value of the hierarchical minimum wage provided for the classification corresponding to group A, category 1, of Annex 6 to this Agreement, under the conditions set out in the same article.

Family 2

For employees with a work-study contract classed in family 2, the guaranteed annual remuneration shall be calculated by applying the percentages referred to in Article 152.1 of this Agreement to the value of the hierarchical minimum wage provided for the classification corresponding to group A, category 2, of Annex 6 to this Agreement, under the conditions set out in the same article.

Family 3

For employees with a work-study contract classed in family 3, the guaranteed annual remuneration shall be calculated by applying the percentages referred to in Article 152.1 of this Agreement to the value of the hierarchical minimum wage provided for the classification corresponding to group B, category 3, of Annex 6 to this Agreement, under the conditions set out in the same article.

Family 4

For employees with a work-study contract classed in family 3, the guaranteed annual remuneration shall be calculated by applying the percentages referred to in Article 152.1 of this Agreement to the value of the hierarchical minimum wage provided for the classification corresponding to group B, category 3, of Annex 6 to this Agreement, under the conditions set out in the same article.

Article 152.2.2. Application

The guaranteed annual remuneration is established on the basis of the statutory working time, i.e. for an actual weekly working time of 35 hours, on the basis 151.66 hours per month.

The guaranteed annual remuneration applies during the term of an apprenticeship or vocational training contract signed for a fixed term, or during the course of the apprenticeship or the vocational training

component of an open-ended contract.

The guaranteed annual remuneration is reduced, on a *pro rata* basis, in the event of the employee's joining or leaving during the year, and in the event of suspension of the employment contract, for any reason whatsoever, not considered as actual working time.

In the event of a change in the percentage applicable to the hierarchical minimum wages, the guaranteed annual remuneration applicable to the person concerned is calculated in proportion to the periods corresponding respectively to each of the applicable percentages.

For the application of the guaranteed annual remuneration, as adapted where applicable, all gross elements of remuneration, including benefits in kind, paid in return for or in connection with work, regardless of the name, nature, frequency or legal source, i.e. all gross sums shown the payslip and generating contributions under the Social Security legislation, shall be taken into account, with the exception of each of the following elements:

- the length of service bonus, including the supplement, as provided for in Part X, chapter 2;

- increased pay for arduous, hazardous, unsanitary work;

- salary compensation linked to specific work organisations or conditions but not paid as compensation for or on the occasion of work (in particular work in successive shifts, on-call duty, etc.);

- bonuses and supplements of an exceptional and voluntary nature;

- the additional remuneration payable for an employee invention made in the course of employment.

Pursuant to this principle, the following amounts shall be excluded from the assessment base: amounts arising from employee savings schemes (namely profit-sharing bonuses, incentive bonuses and the employer's matching contribution to an employee savings plan) that do not constitute salary, as well as amounts which, being reimbursements of expenses, are not subject to social security contributions under social security legislation.

Article 153. Procedures for applying certain collectively agreed provisions on remuneration to work-study students

For the application of the provisions of chapters 2 and 3 of this Part of the agreement, the signatories agree on the following adaptations:

Article 153.1. Length of service bonus

For the purposes of Chapter 2 of this Part of the agreement relating to the length of service bonus, the rate used to determine the specific basis for calculating the length of service bonus applicable to employees on work-study contracts, during the period of performance of an apprenticeship or vocational training contract concluded for a fixed period, or during the period of the apprenticeship or vocational training component of an open-ended contract, is, for each classification family, that fixed by Annex 7 of this Agreement, for the corresponding job category.

Classification family	Family 1	Family 2	Family 3	Family 4
Rate	Job category 1	Job category 2	Job category 3	Job category 4

Article 153.2. Salary compensation for certain specific organisations of work

Amended by the Addendum of 11 July 2023 to the French National Collective Agreement ("CCN") of 7 February 2022 - Art. 19.

For the purposes of Articles 144 and 145 of this Agreement, the calculation of the compensation is made on the basis of the guaranteed annual remuneration.

Article 154. Loyalty bonus upon completion of the fixed-term vocational training contract ("*contrat de professionnalisation*")

When, upon completion of the vocational training contract signed for a fixed term, the holder of the said contract joins the company in which this contract was performed, the holder shall then benefit from a loyalty bonus, following the 12th month of performance of the new fixed-term or open-ended employment contract following the last vocational training contract.

The amount of this bonus is equal to 5% of the annual value of the guaranteed annual remuneration applicable to the employee at the end of their vocational training contract (“*contrat de professionnalisation*”).

The loyalty bonus is excluded from the base figures used for verification of the hierarchical minimum wage applicable to the employee under their new employment contract.

Article 155. Final provisions

Additional remuneration is awarded during the performance of an apprenticeship or vocational training contract concluded for a fixed period or during the apprenticeship or vocational training through an open-ended contract, to the employee holding the work-study contract on 31 December 2023 if, at the end of the work-study contract or on 31 December 2024 at the latest, for the same working time, their guaranteed annual remuneration for the year 2024 is lower than that for the year 2023.

Chapter 7. Specific monitoring of provisions relating to remuneration

Article 156. Monitoring

The permanent joint committee for bargaining and interpretation in the metallurgy sector (“CPPNI”) monitors the implementation of the provisions relating to remuneration within the framework of the sub-committee for the observation of collective bargaining provided for in Article 20.3.1 of this Agreement.

An evaluation of these provisions shall be carried out no later than 5 years after their entry into force.

Chapter 8. Individual collectively agreed remuneration guarantee

Article 157. Principles

Amended by the Addendum of 30 September 2022 to the French National Collective Agreement ("CCN") of 7 February 2022 - Art. 9.

In accordance with the preamble of the National Sector Agreement of 29 September 2021, on provisions for territorial and sectoral negotiations with a view to the establishment of a new collectively agreed system in the metallurgy sector, the signatories of this Agreement agree, from the entry into force of this collective bargaining agreement, to establish an individual collectively agreed remuneration guarantee under the conditions set out in this chapter.

This guarantee allows current employees to maintain their remuneration if the application of the provisions of this collective bargaining agreement results in a reduction in this remuneration. The remuneration is preserved through maintaining an overall level and is not linked to its structure. The individual collectively agreed remuneration guarantee allows companies and employees to implement the new collectively agreed coverage. The signatories wished to build a collectively agreed system by adopting equitable solutions for both companies and employees.

The purpose of this chapter is therefore to specify the conditions under which an individual collectively agreed remuneration guarantee is provided when this collective bargaining agreement comes into force. This chapter thus enables the employees and employers concerned to better understand their rights and obligations.

It provides security for employees and employers through a precise and stable definition, identical for all companies.

This individual collectively agreed remuneration guarantee cannot be combined with the statutory remuneration guarantee applicable in the event of the termination without a replacement agreement of the collective bargaining agreement and territorial or sectoral collective agreements.

For the purposes of this chapter, the term “company agreement” means, with certain exceptions, any agreement or arrangement concluded either at the group level, at the level of the company or the economic and social unit, at inter-company level or at the level of the establishment.

Article 158. Scope

Amended by the Addendum of 30 September 2022 to the French National Collective Agreement ("CCN") of 7 February 2022 - Art. 10.

The individual collectively agreed remuneration guarantee applies to employees present in the company on 31 December 2023, except when the agreement and the territorial or sectoral collective agreements have been terminated without a replacement agreement having been signed.

Article 159. Amount of the individual collectively agreed remuneration guarantee

Amended by the Addendum of 30 September 2022 to the French National Collective Agreement ("CCN") of 7 February 2022 - Art. 11.

The amount of the individual collectively agreed remuneration guarantee must be at least the remuneration received by the employee for the calendar year 2023, in application of:

- the French National Collective Bargaining Agreement for Engineers and Executives in the Metallurgy Sector of 13 March 1972 and the repealed collective agreements;

- the French National Collective Bargaining Agreement for the Iron and Steel Industry of 20 November 2001 and the revised or terminated collective agreements for the Iron and Steel Industry;

- the territorial collective bargaining agreement and territorial collective agreements revised or terminated;

- the employee's employment contract.

Article 160. Base figures used to calculate the individual collectively agreed remuneration guarantee

Amended by the Addendum of 30 September 2022 to the French National Collective Agreement ("CCN") of 7 February 2022 - Art. 12.

The individual collectively agreed remuneration guarantee is based on the base figures used for social security contributions as defined in article L. 242-1 of the French Social Security Code.

In order to determine the amount of the individual collectively agreed remuneration guarantee, the following remuneration elements are taken into account:

- the basic salary according to the contractual working time, without excluding overtime stated in the employment contract;

- salary compensation, of any kind, provided for by territorial, national or sectoral provisions and the employment contract;

- the salary compensation provided for by the territorial, national or sectoral provisions and the employment contract intended to compensate for a constraint linked to a particular organisation or to particular working conditions;

- the fixed bonuses provided for by the territorial, national or sectoral provisions and by the employment contract

- the benefits in kind, where applicable for the part subject to social security contributions, provided for by territorial, national or sectoral provisions and by the employment contract, after assessment of their monetary value.

The elements of remuneration referred to above are also included when they are provided for by the territorial or national sectoral provisions or by the employment contract and their implementation methods are referred to other legal sources.

On the other hand, the following are excluded from the individual collectively agreed remuneration guarantee:

- the length of service bonus, including the additional remuneration, provided for in Part X, chapter 2 of this Agreement, when this bonus is the subject of the additional remuneration provided for in Article 143 of this Agreement;

- variable remuneration paid by the employer for the achievement of objectives, regardless of the denomination;

- reimbursement of business expenses as defined in Article L. 136-1 of the French Social Security Code;

- the amounts allocated on the basis of profit-sharing described in Article L. 3312-4 of the French Labour Code;

- the amounts distributed under the special incentive scheme reserve in accordance with the provisions of article L. 3324-5 of the French Labour Code;

- the amounts paid by the employer to a savings plan pursuant to article L. 3332-11 of the French Labour Code, and article L. 224-21 of the French Monetary and Financial Code;

- the amounts allocated by the employer for the benefit of the employee for the financing of supplementary insurance schemes falling within the scope of articles L. 911-1 and L. 911-2 of the French Social Security Code;

- the employer contribution to the acquisition of holiday vouchers in companies with fewer than 50 employees;

- the benefits referred to in the respective points I of articles 80 *bis* and 80 *quaterdecies* of the French General Tax Code such as the options to subscribe for or purchase shares granted to employees of the company.

Article 161. Methods used to calculate the individual collectively agreed remuneration guarantee

Amended by the Addendum of 11 July 2023 to the French National Collective Agreement ("CCN") of 7 February 2022 - Art. 20.

In the event of the employee's absence during the calendar year 2023, for any reason whatsoever, the remuneration to be taken into account for the calculation of the individual collectively agreed remuneration guarantee will be recalculated on the basis of the remuneration that they would have received if they had continued to work, according to the working hours provided for in their employment contract.

In addition, if the employee joins during the calendar year 2023, the remuneration to be taken into account for the calculation of the individual collectively agreed remuneration guarantee is that which they have received for the period since their hiring. Any annual or exceptional bonus or reward paid to the employee during this period is only taken into account up to an amount calculated in due proportion.

In the event of a change in the contractual working time after the entry into force of this Agreement, the amount of the individual collectively agreed remuneration guarantee, with the exception of the fixed remuneration elements not linked to the working hours, is recalculated, by calculating this in due proportion to the new contractual working time.

If, after the entry into force of this Agreement, the employee is no longer subject to a constraint linked to a particular organisation of work, the collectively agreed remuneration guarantee will be reduced to the amount represented by the sums paid in respect of these constraints in the calculation of this guarantee. Any change in the recurrence of a constraint linked to a particular work organisation to which the employee is still subject after the entry into force of this Agreement has no effect on the amount of the collectively agreed remuneration guarantee.

If, due to the allocation of the classification resulting from the first application of this collective bargaining agreement within the company, the employee loses an element of remuneration provided for by the sources referred to in article 159, the collectively agreed remuneration guarantee will be reduced to the amount of the sums paid in respect of the previous classification in the calculation of this guarantee. These sums are guaranteed by the mechanism referred to in Article 69 of this collective bargaining agreement.

If, after the entry into force of this Agreement, the employee signs a day-based fixed working time agreement ("*convention de forfait annuelle en jours*") or ceases to be subject to such an agreement, the level of the remuneration guarantee is corrected, in the year in question, as the case may be, by increases or reductions in remuneration related to these changes in the calculation of working time. The salary increases linked to day-based fixed working time agreements ("*convention de forfait annuelle en jours*") do not have the effect of modifying the amount of the differential allowance.

Article 162. Base figures used for comparison of the individual collectively agreed remuneration guarantee

Amended by the Addendum of 30 September 2022 to the French National Collective Agreement ("CCN") of 7 February 2022 - Art. 13. and by the Addendum of 11 July 2023 to the French National Collective Agreement ("CCN") of 7 February 2022 - Art. 21.

In order to determine whether the employer must pay additional remuneration under the individual collectively agreed remuneration guarantee, the amount of remuneration received by the employee during each 12-month period following the entry into force of this Agreement must be compared with the amount of the individual collectively agreed remuneration guarantee.

In the event of the employee's absence during the comparison calendar year, for any reason whatsoever, the amount of the remuneration to be compared with the amount of the individual collectively agreed remuneration guarantee will be recalculated on the basis of the remuneration that they would have received had they continued to work, according to the working hours provided for in their employment contract.

In addition, in the event of the employee's arrival during the calendar year 2023, the amount of remuneration to be compared with the amount of the individual collectively agreed remuneration guarantee is that received by the employee during the calendar year of comparison, in proportion to the number of months worked, to which are added any periods of suspension, for the calendar year 2023.

As such, for the base figures used for comparison, i.e. in the employee's annual remuneration, only remuneration applicable from the entry into force of this collective bargaining agreement, included in the basis of the individual collectively agreed remuneration guarantee referred to in Article 160 of this chapter, must be taken into account if resulting from:

- the employment contract;

- new sectoral collectively agreed provisions, including the elements of remuneration provided for in this collective bargaining agreement, excluding all elements paid in application of the guarantee defined in Article 69 of this collective bargaining agreement, even when these are included in the basic salary and regardless of their nature and denomination;

- company agreements, which may be concluded or revised after the date of signature of this Agreement. In the event of the revision of a company agreement, after the date of signature of this Agreement, only the new elements of remuneration or the increases of already existing elements of remuneration must be taken into account in determining the annual remuneration of the employee, and must be included in the base figures used for comparison of the individual collectively agreed remuneration guarantee;

- unilateral practices or commitments established after the date of signature of this Agreement.

In the event of the termination of the agreement and of the territorial or sector collective agreements, followed by the conclusion of a replacement agreement, any elements of remuneration provided for in this Agreement will be included in the base figures used for comparison of the individual collectively agreed remuneration guarantee, and will be taken into account to assess compliance with the latter.

Article 163. Methods for payment of the additional remuneration

Compliance with the individual collectively agreed remuneration guarantee may be ensured by the payment of a differential allowance between, on the one hand, the individual collectively agreed remuneration guarantee for the calendar year 2023, and, on the other hand, the remuneration received by the employee during each 12-month period following the entry into force of this Agreement.

As a matter of principle, the amount due under the individual collectively agreed remuneration guarantee is annual, so that the differential allowance will be paid at the end of each 12-month period following the entry into force of this Agreement. The allowance is paid as soon as possible and, at the latest, before the end of the month of January following each 12-month period following the entry into force of this Agreement.

Nevertheless, the signatories to this Agreement agree that a monthly payment of the differential allowance may be considered and/or made in advance.

A company collective agreement may also provide for the payment of a lump sum to the employee, each year, in order to pay the additional remuneration due under this individual collectively agreed remuneration guarantee. This lump-sum allowance will replace the differential allowance mentioned above.

Article 164. Changes over time in the individual collectively agreed remuneration guarantee

As of 31 December 2024 and at the end of each calendar year, the amount of the annual remuneration received by the employee for the calendar year in question must be compared with the amount of the individual collectively agreed remuneration guarantee. The amount of the differential allowance may change each year up to the difference between the level of the individual collectively agreed remuneration guarantee and that of the employee's annual remuneration.

The individual collectively agreed remuneration guarantee will cease in the future when: - the amount of the differential allowance is zero;

- provided for by the company agreement within the meaning of this chapter, excluding an establishment agreement;

- provided for by the individual agreement between the employer and the employee; the parties formalise the terms of this Agreement.

PART XI. SUPPLEMENTARY INSURANCE SCHEMES

The signatories affirm their shared determination to define, for the sector, the means of providing supplementary insurance scheme that mitigates the financial consequences of life's contingencies for employees of undertakings.

When illness occurs, while France's Social Security system pays for a common base of healthcare benefits and cash benefits (incapacity, disability, death), the gap sometimes remains significant, on the one hand, between the cost of care and what is covered by social security, and, on the other, between the remuneration received for work and the benefits paid out under the Social security general scheme.

The collective bargaining agreement establishes a minimum level of cover for the sector (I), supplemented by a sector contribution (II) and, in addition, a sector scheme. The provisions relating to the minimum level of sector cover are set out in Annex 9.

This Part XI, including Annex 9, applies not only to the employees referred to in Article 2, but also to sales representatives as defined by articles L. 7311-1 *et seq.* of the French Labour Code, and to home workers as defined by articles L. 7411-1 *et seq.* of the French Labour Code.

This Part of the agreement comes into force on the first day of the month following the date of publication of the extension order in the French Official Journal of this Collective Bargaining Agreement and, at the earliest, on 1st January 2023.

Article 165. General principles

Companies are already significantly involved in the salary guarantees set out in Part VII. However, gaps remain, which the signatories intend to reduce further by setting up supplementary insurance schemes.

As such, with regard to executives, the national inter-professional agreement of 17 November 2017 relating to the provident fund for executives, in particular the employer's financing of 1.50% of band 1 of the remuneration, constitutes an essential benchmark in setting the parameters for the sector.

Article 165.1. Commitment to sector-based supplementary insurance schemes

The fundamental principles of a supplementary insurance scheme in the metallurgy sector are as follows:

- Universal: it imposes a minimum level of compulsory coverage for all employees in the sector;

- Social: it defines a minimum level of coverage that includes health expenses, incapacity, disability and death, with a minimum contribution from the company;

- Solidarity: it includes a life insurance component, including an education annuity scheme for the children and heirs of the deceased employee;

- Joint: it includes a sector scheme accessible to all companies within the sector, a tool for pooling and solidarity between employees and between companies within the sector.

Annex 9 of this collective bargaining agreement develops these themes, setting the minimum sectoral framework in terms of healthcare coverage on the one hand, and comprehensive provident coverage on the other. Finally, non-contributory benefits with a high level of solidarity ("Degré élévé de solidarité - DES") will be put in place in order to promote solidarity-based coverage, in addition to the coverage already mentioned.

The signatories affirm their desire to create, maintain and manage a sector scheme that provides companies in the sector with an insurance solution, in order to cover the supplementary insurance scheme

risks referred to above. They are therefore keen, on the one hand, to enable small and medium-sized companies in particular to be sure of being able to find such an insurance solution on the market and, on the other hand, to organise the conditions for risk pooling within the sector.

With regard to the health insurance scheme on the one hand, and the provident insurance scheme on the other, the aim must be to protect the interests of employees in the sector, while respecting the principle of balanced management. All this obliges the UIMM and the representative trade unions to take any decision necessary for the balanced budgetary management of the scheme.

The signatories of this Agreement confirm their commitment to regular and constructive social dialogue with regard to the common interests of their respective constituents, and based on the trust that will be displayed, in particular in the management of this sector scheme.

Article 165.2. Partial termination clause

Articles 10, 17 and 22 of Annex 9 to this collective bargaining agreement may be unilaterally terminated by either party, independently of this collective bargaining agreement, in the event of a significant change in the cost of supplementary insurance schemes for metallurgy companies.

The notice period required prior to termination shall be three months. The termination shall be notified by registered letter with acknowledgement of receipt by its author to the other signatories of the agreement. It shall be filed under the conditions provided for in articles D. 2231-2 and D. 2231-7 of the French Labour Code.

If the termination is made by all the employer signatories or employee signatories, Articles 10, 17 and 22 of Annex 9 shall continue to take effect until the entry into force of the agreement or arrangement by which they are replaced, or, failing that, for a period of one year from the expiry of the notice period.

New negotiations shall be launched, at the request of one of the interested parties, within three months of the start of the notice period. These may give rise to an agreement, including before the expiry of the notice period.

The same applies, at the request of one of the trade unions representing the employees concerned, in the event of termination of Articles 10, 17 and 22 of Annex 9 under the conditions provided for in Article L. 2261-12 of the French Labour Code, with regard to the sector concerned by the termination.

If one of the trade unions signatories to this collective bargaining agreement loses the status of representative organisation within the scope of this Agreement, the termination of Articles 10, 17 and 22 shall only take effect if it comes from one or more trade unions that are representative within said scope and have obtained the majority of the votes cast under the conditions provided for in Part III, chapter II, of the French Labour Code.

Article 166. Objective categories and sector-based coverage contributions

Amended by the Addendum of 1st July 2022 to the French National Collective Agreement ("CCN") of 7 February 2022 - Art. 3.

Article 166.1. Objective categories

Amended by the Addendum of 11 July 2023 to the French National Collective Agreement ("CCN") of 7 February 2022 - Art. 22.

The identification of job categories eligible for the provisions of this Part of the agreement is defined in Article 62.3.

By way of derogation, the job categories referred to in article 62.3 are, for the year 2023, as follows:

i. for the application of the collectively agreed provisions of article 2.1 of the National Interprofessional Agreement of 17 November 2017 relating to the provident fund for executives, employees falling within the category of engineers and executives, as defined in articles 1, 21 and 22 of the National Collective Bargaining Agreement for Engineers and Executives in the Metallurgy Sector of 13 March 1972, are covered;

ii. for the application of the collectively agreed provisions of article 2.2 of the National Interprofessional Agreement of 17 November 2017 relating to the provident scheme for executives, employees whose role is classified at least at the 2nd tier of level V of the classification defined by the National Agreement of 21 July 1975 on classification are covered;

iii. for the application of the provisions of article R. 242-1-1 (1), paragraph 2, of the French Social Security Code, employees whose position is classified at least in the 2nd tier of level III, and, at most, in the 1st tier of level V, of the classification defined by the National Agreement of 21 July 1975 on classification, may be included in the category of executives for the benefit of the collective coverage mentioned in article L. 911-1 of the same Code.

The above categories are approved by the joint committee attached to the Association for the Employment of Executives ("APEC"), under the conditions set out in Article 3 of the aforementioned National Interprofessional Agreement ("ANI") of 17 November 2017 on insurance coverage for executives.

For the purposes of this article, executives are defined in articles 2.1 and 2.2 of the National Interprofessional Agreement (ANI) of 17 November 2017 relating to the provident fund for executives. Companies falling within the scope of Article 2 of this Agreement have the option of including in this category of executives all or part of the positions referred to in point (iii) of this article (for 2023), or all or part of the employees holding positions classified as at least C6 (from 1st January 2024).

As a derogation from the preceding paragraph, the companies referred to are, for the year 2023, those covered, respectively, as applicable, by:

- either the National Collective Bargaining Agreement for Engineers and Executives in the Metallurgy Sector of 13 March 1972;

- or the National Agreement of 21 July 1975 on classification, and, respectively, the territorial collective agreements for the metallurgy sector, as in force on 1 January 2023.

Article 166.2. Sector-based coverage contribution

Amended by the Addendum of 11 July 2023 to the French National Collective Agreement ("CCN") of 7 February 2022 - Art. 23.

Employers undertake to pay a sector-based coverage contribution ("*cotisation garantie de branche*") at their sole expense, paid to a provident institution, a mutual insurance company or an insurance organisation, for financing the coverage referred to in Part XI of this Agreement, including Annex 9.

This sector-based coverage contribution ("*cotisation garantie de branche*") is paid for each of the employees referred to in Part XI of this Agreement. The level of this sector-based coverage contribution ("*cotisation garantie de branche*") is set at:

- 1.12% of the gross remuneration subject to social security contributions within the meaning of article L. 242-1 of the French Social Security Code, for that part not exceeding band 2, in the case of executives, as defined in article 166-1;

- 0.6% of the gross remuneration subject to social security contributions within the meaning of article L. 242-1 of the French Social Security Code, for the part not exceeding band 2, in the case of non-executive employees not covered by article 166-1.

The medium and long-term management of collective policies may, when the policy has built up reserves, allow the rates mentioned above for the sector-based coverage contribution ("*cotisation garantie de branche*") to be:

- either applied on the basis of reduced rates, or, failing that,

- reduced by the equivalent in contribution rates, based on the total contributions, of the amount of the reserves mobilised to balance the accounts for the financial year.

Should one of the aforementioned methods be used, companies must formalise this within the founding document of the scheme establishing said coverage within the company, as referred to in Article L. 911-1 of the French Social Security Code.

The use of these methods cannot be sustained indefinitely in the management of the collective agreement. In particular, the rates applied on the basis of reduced rates cannot be permanently lower than the rates mentioned under the sector-based coverage contribution ("*cotisation garantie de branche*").

Furthermore, should rates based on reduced rates be applied, their allocation between the employer and employee shares must be equitable.

Finally, reserves that show sustained growth may, without prejudice to negotiations between social partners within the sector, facilitate the improvement of coverage benefits.

This sector-based coverage contribution ("*cotisation garantie de branche*") is allocated to the funding of the supplementary insurance scheme coverage, excluding healthcare expenses.

In particular, this contribution is used to finance benefits relating to the provident coverage provided for in Annex 9 of this collective bargaining agreement.

Pursuant to article L. 2252-1 of the French Labour Code, article 1 of the agreement of 17 November 2017 relating to the provident fund for executives is not enforceable against companies in the sector.

PART XII. NATIONAL PROVISIONS ON THE CONDITIONS UNDER WHICH EMPLOYEES IN JOBS WITH A CERTAIN LEVEL OF RESPONSIBILITY CARRY OUT THEIR DUTIES

Chapter 1. Principles

As early as the 1960s, the UIMM and the trade unions in the metallurgy sector expressed their common desire to build a contractual base, specifically tailored to the sector's engineers and executives, in recognition of the responsibilities, expertise, or hierarchical roles inherent in the performance of their duties.

This intention was made concrete by the signing of the national collective bargaining agreement for engineers and executives 13 March 1972, defining the classification, working conditions and social benefits applicable to engineers and executives, and by specific addendums to the territorial collective agreements, the content of which was defined by the national memorandum of understanding of 13 September 1974.

The movement of the economy towards the tertiary sector, combined with the development of high value-added technological activities, has been accompanied by a structural change in employment. Therefore, under the effect of societal, regulatory, technological, environmental and organisational developments, many skilled trades are constantly changing, requiring new skills.

These collectively agreed provisions are now confronted with the renewal of the role of executives and the hierarchical managerial duties Executives, whether managers, supervisors or experts, operate in more cross-departmental, complex and collaborative work organisations, within the process of digital transformation of companies. The traditional markers attached to executive-level jobs are gradually diluting or disappearing in the forms in which they were previously known.

The contribution of the employees covered by this Part of the agreement is decisive for the proper functioning and efficiency of the work teams within the companies.

These employees may be required to contribute to the decision-making process, in various fields of activity (managerial and leadership, technical, commercial, administrative, project management). They are characterised in particular by a good level of autonomy, responsibility and qualifications. Their roles and responsibilities have evolved over time to reflect technological and organisational developments.

As part of the specific nature of their duties, these employees have the right to inform their employer about situations that give rise or could give rise to mental health risks within the meaning of the autonomous collective agreement referred to in Article 4 of this Agreement, both for themselves and for their team.

Concurrently, certain employees are entrusted with specific responsibilities and duties that emphasise dimensions of work essential to the industry, regardless of whether or not they hold an executive-level position.

On the occasion of the overhaul of the collective bargaining framework, the signatories to this Agreement have endeavoured to establish identical provisions for all employees, regardless of their professional category or position.

At the same time, they reaffirm their willingness to provide for specific provisions for positions with a certain level of responsibility, as well as provisions adapting those of the collective bargaining agreement to their specific working conditions. These positions in fact constitute an essential cog in the functioning and performance of industrial companies and constitute a genuine opportunity for professional development.

These provisions aim to respond to the economic, organisational and managerial challenges facing industrial companies, in order to support their growth and competitiveness. Against a backdrop of heightened expectations and demands regarding certain roles, particularly those involving frontline management, this Part of the agreement seeks to ensure the continued attractiveness of these positions.

Chapter 2. Employees concerned

This Part of the agreement applies to employees whose jobs fall under job families E, F, G, H and I of the metallurgy classification.

Chapter 3. General provisions

The provisions of this Part of the agreement are based on considerations of a professional nature. They are intended to take into account the specificities of certain positions, related to the corresponding level of qualification, autonomy and responsibility.

Chapter 4. Provisions relating to the performance of the employment contract

Article 167. Delegation of authority

Article 167.1. Establishment of the delegation of authority

As set out in the autonomous collective agreement referred to in Article 4 of this Agreement, employees in roles conferring a certain level of responsibility are major stakeholders in these matters.

As such, their mission includes applying or ensuring the application of health and safety regulations, and working to improve the prevention of physical and psychosocial occupational risks for the personnel under their supervision.

The delegation of authority has the effect of engaging the personal criminal liability of the delegatee[5], in place of the person who delegated their powers.

The delegation of authority constitutes a tool participating in the organisation of the company and reflecting a distribution of authority and responsibilities, where applicable, in criminal matters, within the reporting line.

A delegation of authority serves as an organisational tool for the company, reflecting a distribution of powers and responsibilities, including, where applicable, criminal liability, across the hierarchical chain of command.

Given this particularly high-stakes and sensitive legal context, the drafting of a delegation of authority requires prior internal deliberation regarding the nature and scope of the powers and responsibilities subject to such delegation, as well as the appropriate hierarchical level at which to delegate them. The company exercises the utmost care to ensure that the delegation of authority aligns with the actual functions and powers existing within the company, both at the time the delegation is established and on an ongoing basis.

Article 167.1.1. Criteria for the delegation of authority

Any delegatee of authority must possess:

- the requisite authority: specifically, the power to make decisions and to issue commands;

- the resources necessary to fulfil the duties entrusted through the delegation: specifically, human, material, and financial resources;

- the requisite competence: specifically, the required knowledge, qualifications, and experience.

A delegation of authority must be certain and entirely free of ambiguity. It must clearly define the nature,

[5] **Translator's note:** For the purposes of this translation, the term **"delegatee"** is used to refer to the person to whom powers have been delegated.

duration, and scope of the delegated powers and responsibilities.

Article 167.1.2. Terms and conditions for the delegation of authority

Article 167.1.2.1. Terms and conditions for the delegation of authority in occupational health and safety

In accordance with the autonomous collective agreement referred to in Article 4 of this Agreement, it is necessary to ensure the ongoing validity of the delegation of authority over time and to provide for a written record to substantiate its existence, even though no specific formal requirements are strictly mandated for the validity of a delegation of authority.

This written record shall specify, in particular:

- the criteria for the delegation as outlined above;

- the terms and conditions for establishing any potential sub-delegation of authority;

- the terms and conditions for covering the costs incurred by the employee to ensure their defence before the criminal courts in the event of them incurring potential criminal liability arising as a result of the delegation of authority. Within the framework of this delegation of authority, the employer shall ensure the provision of moral and legal support by offering assistance to the employee concerned, in the event that criminal proceedings are initiated against them.

Article 167.1.2.2. Terms and conditions applicable to other delegations of authority

The employees mentioned in chapter 2 of this Part of the agreement, holders of a delegation of authority, are expressly informed, via any means, of the existence and content of this delegation. This formality does not constitute a condition for the validity of the delegation of authority.

Article 167.2. Monitoring the delegation of authority

As part of the ongoing monitoring of the validity of delegations of authority, the employer shall ensure that such delegations remain consistent with the functions performed.

Furthermore, taking into account the criteria for delegation set forth in Article 167.1.1 of this Agreement, in cases where the exercise of delegated powers requires specific technical knowledge, the delegate receive training covering the areas encompassed by the delegation. This training shall be updated whenever necessary, in line with developments regarding the specific technical knowledge required. In any event, this training shall cover the legal aspects of the delegation, regulatory developments in occupational health, the risks identified in the "Health, Safety, Working Conditions, and Quality of Working Life" Agreement, as well as the relevant recommendations of the National Technical Committee for the Metallurgy Sector referred to in Annex 2 of said Agreement.

Article 168. Access to appropriate information

As part of the autonomy inherent in their duties, the employees referred to in chapter 2 of this Part of the agreement may be required to take decisions, initiatives or exercise powers of representation.

As part of this contributory role, the employer shall ensure that the aforementioned employees are provided with the relevant information necessary for the optimal performance of their duties. The nature of the information transmitted (field, level of impact, sensitivity) is directly related to the responsibilities exercised by the recipients of the information. The dissemination of such information shall be accompanied by appropriate security and confidentiality measures designed to ensure its adequate protection.

This access to information can be indispensable in complex work environments that are structured on a global scale. It is intended to give meaning and a global vision to the tasks performed, as well as to promote more effective communication of the company’s objectives to the work teams.

The information disclosed within the framework of this Article is, by nature, different from that which will be communicated to employee representatives under the mandatory consultations provided for by the French Labour Code.

Article 169. Ability to express oneself appropriately

Because of the managerial responsibilities or expertise they assume, the employees mentioned in chapter

2 of this Part of the agreement may contribute to the form taken by the company's important or even strategic issues.

Consequently, on the basis of the information disclosed within the framework of Article 168 of this Agreement, the employer shall ensure that the employees mentioned in chapter I of this Part of the agreement are consulted in advance on the decisions and projects envisaged that have an impact on their activity.

This discussion promotes engaging in dialogue on possible alternative measures. It also allows these employees to make proposals on the content and organisation of their work and the resources at their disposal, in order to enable them to carry out their duties.

The company and the employees shall ensure that these discussions take place in a calm and constructive environment.

These employees are subject to a duty of loyalty. As such, the proposals expressed by the employees mentioned in chapter 2 of this Part of the agreement cannot lead them to refuse to implement the directives given by the employer or its representative.

Enjoying freedom of expression, both inside and outside the company, these employees may not be subject to any disciplinary sanction as long as they express their proposals without making any remarks of an offensive or defamatory nature.

Therefore, and especially because their task is to apply and enforce the general policy and strategy adopted by the company, it is up to the aforementioned employees to defend the interests and to refrain from any act, words or attitude likely to hinder them.

The preceding paragraph does not preclude any potential whistleblowing and the right of withdrawal within the meaning of the provisions of article L. 4131-1 of the French Labour Code, or the right to strike, which are both exercised under the conditions defined by law.

The signatories of this Agreement wish to reaffirm the right of the employees referred to in chapter 2 of this Part of the agreement to object to carrying out any directive from the employer that would lead to the perpetration of an offence resulting in them incurring criminal liability.

Article 170. Business trips

When the employees referred to in chapter 2 of this Part of the agreement are required to travel in the performance of their employment contract, the employer must ensure that their travel conditions guarantee a quality of transportation compatible with the proper performance of their duties.

Train journeys for employees in job families F to I are made in 1st class.

When the business trip leads to a significant time difference and the employee does not travel in comfortable conditions allowing the employee to rest, the employer must ensure that the employee benefits, on arrival, from an appropriate rest period, before the effective resumption of their work.

The mandatory annual negotiations referred to in article L. 2242-17 (8) of the French Labour Code relating to the mobility of employees between their usual place of residence and their place of work may also relate to the conditions of business trips.

Article 171. The right to connect and disconnect by choice and in a responsible manner

Information and communication technologies (email, laptops, telephones, social networks, etc.) are an integral part of the work environment. The use of digital tools that facilitate work must nevertheless be regulated, in that it generates changes in the place and time of work, in order to guarantee work-life balance.

In accordance with article L 2242-17 of the French Labour Code, employees have the right to disconnect. The purpose of this right is to ensure, on the one hand, respect for rest and leave periods, and, on the other hand, respect for the employee's work- life balance.

The right to disconnect is intended to be exercised during daily and weekly rest periods, on non-working public holidays, during paid leave, as well as during any other period of suspension of the employment contract.

This right takes the form of the possibility offered to the employee not to be contacted via business or personal digital tools and their right not to use such tools during their rest and leave periods, in compliance

with the obligation to act with loyalty. Under the conditions provided for in this Part of the agreement, failure to respond to the employer's requests during rest periods and leave shall not constitute misconduct.

In order to allow the effective exercise of this right, the employer undertakes, with a view to managing the risks associated with digital tools, on the one hand, to ensure that the workload does not make it impossible for the employee to exercise their right to disconnect, and, on the other hand, to ensure that each employee does not infringe on the rights of their colleagues to disconnect.

The procedures for exercising the right to disconnect are defined at company level within the framework of the mandatory negotiation process provided for in article L. 2242-17 (7) of the French Labour Code by means of a collective agreement or, failing that, by a charter drawn up by the employer after consultation with the works council.

These terms must allow the employee to effectively exercise their right to disconnect and must provide for the implementation of measures to regulate the use of digital tools. Training and awareness-raising activities may be provided to support the employee in their right to connect and disconnect in a responsible manner.

The employee with an annual days-based working time arrangement also has a right to disconnect, the terms of which are recalled in Article 103.9 of this Agreement.

Article 172. Use of remote working

Remote working is a method of work organisation that allows the employee to work remotely thanks to new information and communication technologies under the conditions set out by the statutory provisions. Within the framework of such organisation of work, the direct supervisor shall ensure that information is transmitted and activities are coordinated in such a way as to guarantee maintaining a cohesive team, which is essential to the smooth running of the company.

The collective agreement or, failing that, the charter setting up remote working within the company facilitates support for the line manager in setting up and monitoring remote working by the employees concerned.

Article 173. Training

Employees falling within the scope of this Part of the agreement have access to vocational training or to the validation of acquired experience ("VAE"), under the same conditions as those applicable to other employees.

The employer must ensure that the company's skills development plan includes any training activities or validation of acquired experience ("VAE") aimed at adapting and continuously developing the knowledge and professional skills of employees who are called upon to occupy or who occupy positions of responsibility, in particular, those of local managers.

It also ensures that they are able to complete any training under the skills development plan necessary for the performance of their duties, and to this end, ensures that their workload is adapted.

As such, it is recalled that, in application of the collectively agreed provisions in force in the field of training, provided for by the autonomous collective agreement referred to in Article 5 of this Agreement, the career development interview ("*entretien professionnel*") constitutes the ideal moment to discuss professional career paths and for an exchange of views between the employer and the employee on the foreseeable developments of jobs, trades, skills and certifications, as well as on the support mechanisms that can be mobilised in support of a professional development project. During the career development interviews ("*entretien professionnel*") conducted in the later part of a career, the employer and the employee identify the knowledge and skills acquired, and examine the training activities and validation of prior learning ("VAE") that can be implemented as part of the continued activity of employees who hold positions of responsibility. They also examine the advisability of implementing any action to adapt their workload and facilitate professional transitions (tutoring, transmission of knowledge and skills, provision, transition from a day-based fixed working time agreement ("*convention de forfait annuelle en jours*") to a recording of working time in hours to benefit from a gradual retirement, etc.).

In addition, to enable the direct supervisor to conduct career development interviews ("*entretien*

professionnel"), the employer must ensure that the latter's workload is adapted to the performance of this key act of management.

Prior to holding the career development interview ("*entretien professionnel*"), the employer shall send to the direct supervisor the information useful for the preparation of the meeting. In addition, the direct supervisor may benefit from an awareness-raising or training session on how to run the career development interview ("*entretien professionnel*").

Article 174. Exercise of employee representation or trade union activities

The quality of the social dialogue in the company lies in particular in its ability to deal with the interests of all employees of the company, regardless of the duties they perform there.

The exercise of a mandate as employee representative or within a trade union by the employees referred to in chapter I of this Part of the agreement contributes to the value of these exchanges. This acts as a guarantee of balanced social dialogue.

Like the other members of the company's staff and in compliance with the conditions of electorate and eligibility, the employees mentioned in chapter 2 of this Part of the agreement may freely exercise their right to vote and their right to present themselves as candidates in employee representative elections.

Article 174.1. Access to representative roles

The representation with regard to the employer of all employees of the company is ensured by complying with the provisions of law relating to the number and composition of the electoral colleges within the framework of which the employee representative elections are organised.

Where a European Works Council is established by agreement within an EU-scale group, the allocation of seats takes into account the need for balanced representation of employees, in particular, according to the categories of employees. In the absence of an agreement, and when there are trade unions, the seats allocated to the French representatives sitting on the European Works Council are distributed among the electoral colleges in direct proportion to the numerical size of each one. Where there are no trade unions, members of the European Works Council are elected directly in accordance with the rules applicable to the works council.

Some of the employee delegates sitting on the works council, called upon to participate in the meetings of the board of directors or the supervisory board of the companies, are selected from the category of executives, technicians and supervisors.

Article 174.2. Performance of the mandate

Employees, as mentioned in chapter 2 of this Part of the agreement, holding a mandate as an employee representative, elected or appointed, benefit from the career development interviews ("*entretien professionnel*") referred to in Part IV, chapter 2, subsection 2 of this Agreement, relating to the career path of participants in the dialogue process and the terms and conditions set out therein.

The level of responsibilities exercised by the employee shall be taken into account in the various interviews described in Article 51 of this Agreement.

Accordingly, the individual interview conducted at the beginning of a mandate shall focus on reviewing the practical arrangements for carrying out the mandate within the company, taking into account the specific nature of the employee's job, particularly regarding the level of responsibilities assumed by the employee. At the end of the review, the employer and the employee shall identify the specific problems that may arise, both in the exercise of the mandate and for the organisation of work, and seek appropriate solutions to them, without prejudice to the prerogatives arising from the exercise of the mandate. This meeting is not a substitute for the career development interview ("*entretien professionnel*") or the annual review meeting.

During the term of the mandate, the employer shall ensure that the organisation of the employee's work is compatible with the time necessary for the performance of their official duties as an employee representative, elected or appointed, more particularly when the employee's working time is counted in days. The employer must also take into account, when setting and evaluating annual objectives, the time actually spent by the employee in the exercise of their mandate.

When the employee's career development interview ("*entretien professionnel*") is held at the end of their term as an elected employee representative or trade union representative, this interview serves to take stock of their salary progression during the term, as well as the new skills acquired in the performance of their duties.

The employer and the employee examine the ways in which these can be applied in the context of the employee's continued professional activity and career development. They will also examine the appropriateness of implementing vocational training, a skills assessment or the recognition of acquired experience.

PART XIII. FINAL PROVISIONS

Article 175. Term

This collective bargaining agreement has been concluded for an indefinite term.

Article 176. Monitoring of the application

The monitoring of this collective bargaining agreement is carried out by the subcommittee for the observation of collective bargaining, under the conditions provided for in Article 20.3.1 and Article 33 of this Agreement.

Article 177. Conciliation

The collectively agreed conciliation procedures relating to the handling of collective employment disputes are governed by Article 19.4 and Article 22.3 of this Agreement.

Article 178. Provisions specific to companies with fewer than 50 employees

For the application of article L. 2261-23-1 of the French Labour Code, the signatories of this Agreement recall that specific provisions for companies with fewer than fifty employees, within the meaning of article L. 2232-10-1 of the French Labour Code, are implemented in particular in application of Article 75.3.4 of this Agreement.

Article 179. Adhesion

Any trade union representing employees, as well as any trade union or association of employers or any individual employer may adhere to this Agreement under the conditions and with the effects provided for by the regulations currently in force.

Article 180. Revision

This collective bargaining agreement may be revised at any time during its period of application by collective bargaining agreement concluded in the form of an addendum.

The trade unions and the employer professional organisations, authorised to initiate the revision procedure, are determined in accordance with the provisions of law.

The conditions of validity of the revision addendum are governed by the rules laid down by law.

Article 181. Termination

This collective bargaining agreement may be terminated at any time by the signatory parties, under the conditions provided for by the laws and regulations in force.

Article 182. Entry into force and extension

Amended by the Addendum of 30 September 2022 to the French National Collective Agreement ("CCN") of 7 February 2022 - Art. 14. and by the Addendum of 11 July 2023 to the French National Collective Agreement ("CCN") of 7 February 2022 - Art. 24.

The signatories to this Agreement agree to apply to the competent bodies to obtain its extension, in accordance with the laws and regulations in force.

Unless otherwise provided in a clause which provides for a specific date of entry into force for certain stipulations, this collective bargaining agreement comes into force on 1st January 2024.

Article 183. Agreements and national collective agreements concluded before the signing of this national collective bargaining agreement

The signatories to this Agreement recognize that all agreements and national collective agreements, together with their addendums and annexes, signed before 31 December 2021, within the scope of the national metallurgy industry agreements, in particular as defined in the National Agreement of 16 January 1979 on the scope of the national metallurgy agreements, and, where applicable, in the national collective bargaining agreement for engineers and executives in the metallurgy sector of 13 March 1972 (*IDCC* [collective bargaining agreement identity no.] 0650), are repealed and cease to have effect from the entry into force of this national collective bargaining agreement for the metallurgy sector. This includes the agreements listed in Annex 10 to this Agreement.

The signatories also decide to repeal all national metallurgy agreements, their addendums and annexes, signed prior to the entry into force of the aforementioned national collective bargaining agreement for engineers and executives in the metallurgy sector of 13 March 1972. This includes the agreements listed in Annex 10 to this Agreement.

By way of derogation from paragraph 1 of this article, the signatories agree that the continued application of certain national collective agreements, their addendums and the annexes thereto, beyond the entry into force of this collective bargaining agreement is necessary, having regard to their subject matter and autonomous nature. Therefore, the national collective bargaining agreements listed in Annex 10 to this Agreement are not repealed and shall continue to remain in force beyond said date.

Article 184. Filing and publicity formalities

This collective bargaining agreement has been executed in a sufficient number of copies to be notified to each of the representative organisations, under the conditions provided for in Article L. 2231-5 of the French Labour Code, and to be filed, under the conditions provided for in Articles L. 2231-6 and D. 2231-2 of the same Code, with the central services of the Minister responsible for Labour and with the Registry of the Paris Labour Court ("*conseil de prud'hommes de Paris*").

Signed in Paris, on 7 February 2022.

- Union for Metallurgy Industries and Trades (*l'Union des Industries et Métiers de la Métallurgie*)

Signatory

- Federation of Executives, Supervisors and Technicians in the Metallurgy Industry - CFE-CGC (*la Fédération des Cadres, de la Maîtrise et des Techniciens de la Métallurgie CFE-CGC*)

Signatory

- *FO* Confederate Federation for Metallurgy (*Fédération Confédérée FO de la Métallurgie*)

Signatory

- *CFDT* General Federation of Mines and Metallurgy (*Fédération Générale des Mines et de la Métallurgie CFDT*)

Signatory

- *CGT* Federation of Metallurgical Workers (*Fédération des Travailleurs de la Métallurgie CGT*)

Non-signatory

ANNEXES

Annex 1. Classification general glossary

This glossary contains useful definitions for building a common language concerning classification.

➔ **statutory or regulatory certification**

This corresponds to certificates, diplomas, professional titles, authorisations, permits, etc. imposed by law or statute in order to hold the job in question.

➔ **Classification ("classement")**

The classification of a job consists of assigning a specific level within the classification system following an analysis of the job.

➔ **Classification system ("classification")**

The purpose of sector classification system is to evaluate and prioritise jobs and to determine levels.

➔ **Classification criteria**

The classification criteria determine the different components of jobs in order to evaluate them objectively.

➔ **Levels**

The levels, which always combine different elements, make it possible to evaluate the jobs within each of the classification criteria.

➔ **Job**

Set of tasks, activities and assignments carried out by an employee within the framework of the employment contract.

➔ **Personal qualification**

Personal qualification refers to an individual's knowledge and skills resulting from acquired knowledge and/or experience, whether or not validated by a certification.

➔ **Required qualification**

Required qualification refers to the knowledge and skills necessary to perform a specific job, whether or not validated by a certification.

➔ **Analysis framework**

The analysis framework is the tool used to conduct job evaluations.

➔ **Collectively agreed minimum wage**

The minimum wage is the lowest rate at which an employee may be remunerated for a specific level; it constitutes a minimum wage guarantee.

Annex 2. Glossary pertaining to the joint job analysis framework referred to in Article 60 - Classification method

Introduction to the glossary

This glossary compiles all the definitions necessary to clarify the classification framework and prevent divergent interpretations. This common terminology, developed jointly by both parties, will facilitate its consistent implementation across companies within the sector.

The terms defined below appear in italics within the analysis framework. They are presented in the order in which they appear within each of the classification criteria, ranging from Level 1 to Level 10. Some terms appear in several criteria and are underlined: diversified activities, methods, subset of the organisation.

Note: Within each proficiency level of the framework, commas should be interpreted as "and," and forward slashes (/) as "or."

1. General terms

➔ **Classification system**

The purpose of sector classification is to evaluate and prioritise jobs and to determine levels.

➔ **Classification**

The classification of a job consists of assigning a specific level within the classification system following an analysis of the job.

➔ **Job**

A set of tasks, activities, and duties performed by an employee within the framework of an employment contract.

➔ **Personal qualification**

Personal qualification refers to an individual's knowledge and skills derived from acquired knowledge and/or experience, whether or not validated by a formal certification.

➔ **Required qualification**

Required qualification refers to the knowledge and skills necessary to perform a specific job, whether or not validated by a certification.

➔ **Statutory or regulatory certification**

This refers to the certificates, diplomas, professional titles, authorisations, permits, etc., mandated by law or regulation as prerequisites for holding a specific job.

➔ **Analysis framework**

The analysis framework is the tool used to conduct job evaluations.

➔ **Classification criteria**

The classification criteria determine the different components of jobs in order to evaluate them objectively.

➔ **Levels**

The levels, which always combine different elements, make it possible to evaluate the jobs within each of the classification criteria.

➔ **Collectively agreed minimum wage**

The minimum wage is the wage below which an employee cannot be paid for a given level; it constitutes a minimum wage guarantee.

2. The classification criteria of the joint analysis framework

2.1. Complexity of the activity:

Difficulty/technicality and diversity of the work, solutions to be implemented, problems to be addressed

This criterion combines:

- **Nature/level/diversity of the technical difficulties**
- **Responses/solutions/scenarios to be implemented**

➔ **Activities**

Set of coherent tasks performed in a professional context (see illustrative table)

➔ **Operating methods**

Set of operations to be followed to achieve a specific result

➔ **Diversified activities**

Activities of a different nature, whether technical or occupational

➔ **Methods**

A set of rules and principles applied in an orderly and logical manner to achieve a result

➔ **Diagnostics**

Identification of a malfunction and its causes, based on methodical reasoning

➔ **Analysis**

Formalised reasoning involving the breakdown of a whole into its constituent elements and the establishment of relationships between them, in order to formulate recommendations, proposals, or operational action plans

➔ **Study**

Investigation of a subject leading to comprehensive and in-depth research aimed at creating, developing, or structuring materials that present complex data and concepts designed to guide action

➔ **Techniques**

The full range of processes and technologies specific to a given profession or trade (see illustrative table)

➔ **Process**

A structured sequence, combination, or interconnection of steps designed to address or manage a specific situation or comprehensive programme, and to fulfil a specific mission or objective (e.g., managing manufacturing operations, maintaining infrastructure and equipment, directing logistics flows, providing after-sales service, organising procurement, structuring a quality assurance initiative, developing a solution, analysing financial data, etc.)

➔ **Professional field (or field)**

Sector or family resulting from the organisation of the company (see illustrative table)

➔ **Systems/models**

In a global environment, a set of combined processes

Illustrative table of professional and technical fields and activities through some non-exhaustive examples

Professional fields: sector or family resulting from the organisation of the company	Techniques: all the processes and technologies of a profession/trade		Activities: set of coherent tasks carried out in a professional situation
Manufacturing	Boiler making	Pipework Welding Sheet metal work …	Assembly-welding Tracing Rolling Bending Cutting …
	Machining-tooling	Milling Turning Grinding Erosion cutting Fitting-adjustment …	Adjustment Programming Inspection Finishing-completion …
	Materials processing	Thermal treatment Surface treatment Electrochemical treatment …	Preparation Adjustment Loading-handling Inspection …
	Assembly/Installation	Mechanical Electrical Electronic Energy …	Screwing Bonding Crimping Brazing Wiring Testing …
	Steel production	Melting Casting Rolling Wire drawing Forging Thermal treatment …	Loading-addition Refining Control-operation Oxy-cutting Grinding …
	Metal processing	Die forging Forging Stamping …	Installation Adjustment Inspection Production monitoring …
	…	…	…
Maintenance	Mechanical Electrical engineering Automation/robotics Energy Pneumatics Hydraulics Infrastructure/networks …		Diagnostics Disassembly Troubleshooting Regulatory compliance Traceability …
Research and development/studies	Design Modelling Test qualification Industrial property …		Technological choices Dimensioning calculations Industrial drawing Testing/trials …
Industrialisation/methods	Organisation Continuous improvement Layout-planning …		Technological choices Ergonomics Definition of ranges/times Drafting of operating procedures …

Supply chain/logistics	Warehousing/storage Packaging/packing Transport Planning/scheduling Purchasing …	Flow organisation Receiving Handling Shipping Procurement Control/inventory …
Marketing/sales	Market research Promotion and web marketing Sales Distribution …	Target qualification Prospecting Costing Sales network coordination Negotiation Customer loyalty …
Administration and finance	Accounting Management control Finance Auditing …	Data entry/issuance Declarations Inspection Analysis-arbitration …
Human resources	Recruitment Training Employer/employee relations Legal Communication Payroll Corporate social responsibility Medical …	Design Contract formation/drafting Negotiation Information Interviewing …
Information system	Development Programming-configuration Hardware-software operation Maintenance Security …	Administration Consulting Troubleshooting Choice of technical services …
…	…	…

2.2. *Knowledge:*

Knowledge and skills required in the job, acquired through initial/continuing training or experience

This criterion combines:

- **Nature/intensity of knowledge and know-how required by the job**
- **Scope/extent of knowledge and know-how required by the job**

➔ **Minimum knowledge**

From everyday life

➔ **Basic knowledge**

Reading/writing/arithmetic

➔ **Occupational knowledge**

Technical knowledge specific to a trade

➔ **General knowledge**

Allowing the development of reasoning leading to the formalisation/construction of actions for operational purposes

➔ **In-depth knowledge**

Enabling the mobilisation of concepts to lead work/projects or define action plans

➔ **Specialised knowledge**

Enabling the development of concepts designed to develop work/projects/action plans

➔ **Highly specialised knowledge**

Allowing the development of innovative/fundamental concepts for long-term developments

➔ **Discipline(s)**

Academic field(s) (technical, scientific, etc.) that may lead to specialisations

2.3. Autonomy:

Latitude for action, organisation and decision-making within the job, associated level of control

This criterion combines:

- Latitude for action, organisation and decision-making for defining solutions
- Nature/type/frequency of oversight of actions and decisions

➔ **Inspection**

Verification by a responsible third party, or by a system, of the implementation of operations, excluding self-monitoring situations

➔ **Continuous control**

Ongoing and at each stage

➔ **Frequent control**

Often and at various predefined stages

➔ **Spot checks**

At various predefined stages or randomly

➔ **Validation**

Action aimed at approving an entire process, measuring the progress of a project, or confirming the completion of a task

➔ **Validation on request**

At the initiative of the job holder

➔ **Validation by results**

By achieving the objectives set by the organisation

➔ **Solutions identified**

Known responses defined by the organisation

➔ **Methods**

A set of rules and principles applied in an orderly and logical manner to achieve a result

➔ **Processes**

Techniques for transforming materials/products/information to achieve a result

➔ **Guiding principles**

Guidelines (technical/organisational/financial/commercial/administrative, etc.)

➔ **Strategic guiding principles**

Guiding principles that shape the organisation's development and ensure its sustainability

2.4. Contribution:

Effect and influence of actions and decisions on activities, the organisation and its environment. Nature and importance of the scope of action and responsibility

This criterion combines:

- Responsibility: contributions, influence, expected consequences of actions and decisions on the activity
- Scope of action: the area of intervention in which the job is performed

➔ **Activities**

Set of coherent tasks performed in a professional context (see illustrative table)

➔ **Work team**

A work group constituting a coherent entity

➔ **Transformation**

Adaptation/evolution/growth of activities, products or services

➔ **Performance**

Mobilisation/optimisation of the means and resources within its scope to achieve the expected result

➔ **Economic entity**

Refers to an economic logic (such as a business unit/strategic business area) that differs from other organisational logics (legal, hierarchical organisational chart, etc.)

➔ **Development**

Organisational structure

➔ **Subset of the organisation**

One of the major/significant sectors of the organisation

2.5. Supervision/Cooperation:

Support/assistance, accompaniment/transmission, supervision, coaching, management/coordination, whether it is a hierarchical, functional or project responsibility

This criterion combines:

- Hierarchical management: organisation and management of the work of others or teams with subordinate relationship, conducting individual performance reviews
- Coordination of activities: managing/organising the work of others without a hierarchical relationship
- Support: providing support/assistance to other employees within a defined scope

➔ **Ad hoc cooperation**

Providing assistance when required by the situation

➔ **Regular cooperation**

Acting jointly on a constant/recurring basis

➔ **Support**

Support/assistance provided to other employees within a defined scope

➔ **Transmission of knowledge and practices**

Organisation of learning, pedagogical assistance, monitoring of the process of acquiring knowledge and know-how, evaluation of acquired knowledge

➔ **Coordination of activities**

Steering of collective work aimed at organising an action within a defined framework

➔ **Coordination of diverse activities**

Management of collaborative work aimed at organising a mission involving multiple actions and/or various types of stakeholders, whether multidisciplinary or not

➔ **Hierarchical management**

Organisation and management of the work of others or teams with a subordinate relationship, carrying out the individual performance reviews (assessing team results, optimising resources/organisational efficiency, development of skills, handling promotions, salary recommendations, ensuring compliance with collective rules, etc.)

➔ **Subset of the organisation**

One of the major/material sectors of the organisation

2.6. Communication:

Nature and variety of interactions and interlocutors; information dissemination, consultation, negotiation, representation

This criterion combines:

- Nature of communication: to understand, inform, exchange, dialogue, transmit, argue, convince, negotiate, represent, generate support
- Nature of interlocutors: internal or external, individual or collective, variety, diversity

➔ **Simple instructions and exchanges**

Accurate written and/or oral information that describes the work to be performed under pre-established conditions

➔ **Immediate environment**

Limited to colleagues in the work team, local support duties and direct hierarchy

➔ **Adjustment of responses**

Need to adapt questions/answers to the context

➔ **Demonstrative communication**

Need to explain/justify/provide proof

➔ **Cooperation and partnership**

Establishing relationships between structures aimed at building principles/actions/contracts/agreements based on a shared vision

➔ **Negotiation**

Seeking an agreement that binds the parties

➔ **Complex negotiation**

Seeking multi-stakeholder/multi-factor/multicultural agreements within a broad scope and over a long period

➔ **Representation**

Exercised according to the specific situation, context, and environment, potentially extending to the commitment of the organisation itself.

➔ **Major and diverse stakeholders**

Decision-makers situated within different institutions/bodies/organisations

➔ **Strategic issues**

Likely to ensure the sustainability of the organisation

Annex 3. Negotiation tools

Amended by the Addendum of 11 July 2023 to the French National Collective Agreement ("CCN") of 7 February 2022 - Art. 25.

Definition of tools that the social partners are authorised to use in order to ensure that the collectively agreed system remains coherent.

The tools referred to below are based on the ordinary rules of law and the rules of labour law or civil law. They can be used independently of each other and combined within one single agreement or arrangement.

➔ **The restricted scope agreement**

A sectoral collective agreement may limit its professional scope to certain economic activities included within the scope of the sector. It may also limit its geographical scope to a territory smaller than the national territory.

➔ **Category-based agreement**

A sector collective agreement may stipulate that it applies to one category of employees only.

➔ **Fixed-term agreement or clause**

In contrast to an open-ended agreement or clause, a fixed-term agreement or clause is one that sets a date on which its effects will end. A fixed-term clause may be included in an open-ended agreement or collective agreement. The fixed-term clause or agreement automatically terminates on the expiry of the agreed term.

➔ **"Single-use" clause**

The "single-use" clause is a clause that produces its effects once only. It may be included in a fixed-term or open-ended agreement or arrangement.

➔ **Partial termination clause**

The partial termination clause allows either party to the arrangement or agreement to unilaterally terminate one part of such arrangement or agreement. The partial termination clause must be express and precise, i.e. it must stipulate which part (which articles) of the collective bargaining agreement or arrangement may be terminated, and under what terms.

➔ **Condition**

The condition is the clause, introduced in a contract or agreement, by which the parties make the performance of their obligations subject to the occurrence (or non-occurrence) of an event that does not depend on the volition of either party.

There are two types of such condition:

- the condition precedent, which has the effect of suspending the performance of the obligation until the occurrence of the agreed event;

- the termination condition, which has the effect of retroactively cancelling the agreement in the event of the occurrence of the agreed event.

➔ **Derogability and mandatory nature**

Derogability is the possibility, given to the collective agreement which has the widest scope, to stipulate that, on certain subjects, collective agreements with a more restricted scope may agree to derogate to the detriment of employees from the collective agreement having the widest scope. Since 2004, it has in principle been possible to stipulate derogations to the provisions of a sector collective agreement, unless otherwise stated.

The "derogeable" provisions are opposed to the "mandatory" provisions, i.e. those from which a collective agreement with a more restricted scope cannot derogate to the detriment of employees.

➔ **Optional provisions**

Optional clauses or agreements refer to provisions adopted by a collective agreement but which can only enter into force on condition that they themselves are adopted or reiterated, as they stand, by a collective agreement with a more restricted scope.

➔ **Supplementary nature**

The clause of an agreement or collective agreement is said to be "supplementary" when this clause itself expressly provides that it will only apply "in the absence" of a collectively agreed provision having the same purpose, entered into at a lower contractual level. If the provision of a national sector agreement is declared "supplementary" by the said agreement, this provision of the national sector agreement will not be applicable at all in a company which has signed a company agreement containing a clause having the same purpose as the clause in question in the national sector agreement.

➔ **Effective term**

The effective term is the clause of a contract or agreement which provides that the parties will only perform their obligations on an agreed date after the date of entry into force of the contract or agreement.

Annex 4. Glossary in relation to the employment contract

CDI	Open-ended employment contract
CDD	Fixed-term employment contract
CTT	Temporary agency work contract
Calendar days	All calendar days, whether business days, working days, public holidays, etc.
Date of expression of intent	Date on which a decision is issued by its author. This refers, for example, to: In the event of notification by registered letter with acknowledgement of receipt, the date the letter was sent; In the case of notification by hand-delivered letter in exchange for a receipt, the date of the receipt; In the case of notification by electronic means, the date the notice was sent
Date of notification	Date from which the addressee of a decision is likely to be informed. This refers, for example, to: In the case of notification by registered letter with acknowledgement of receipt, the date of first presentation of the letter; In the case of notification by hand-delivered letter in exchange for a receipt, the date of the receipt; In the case of notification by electronic means, the date the notice was sent
Modification of the employment contract/change in working conditions	A modification of the employment contract, as opposed to a change in working conditions, is deemed to occur when the employer alters one or more essential elements of the employment contract. It requires the express consent of the employee. A change in working conditions falls within the employer's managerial authority.
Date of termination of the employment contract	Date on which the employment contract expires; date of termination of the employment contract.
Dependent child	A child for whom the employee assumes actual and permanent financial responsibility, in accordance with Article L. 513-1 of the French Social Security Code.
Suspension of the employment contract	A period during which the employee is relieved of their obligation to perform work, due to circumstances provided for by a provision of law, a collective agreement or arrangement, a contractual stipulation, a unilateral undertaking by the employer, or established custom.

Annex 5. Glossary relating to working time

Business days	All days of the week except non-working public holidays and Sundays, or the weekly rest day that replaces it.
Working days	Days included in the employee's work timetable.
Calendar days	All calendar days, whether business days, working days, public holidays, etc.
Salary	Direct compensation for actual working time
Compensation/allowance	Amount paid in the absence of actual work.
Basic hourly rate	Rate calculated without taking into account any potential additional remuneration, in particular the increased pay granted for overtime
Overtime	Hours worked at the employer's request in excess of the statutory weekly working hours or their equivalent (Article L. 3121-28 of the French Labour Code).
Normal daytime working hours	Actual working hours, not exceeding the statutory working limit, applicable to personnel who work neither in shifts nor during the night-time period.
Compensatory rest in lieu	Rest granted in lieu of overtime pay and/or increased pay
Mandatory compensatory rest	Rest allocated for each hour of overtime worked in excess of the quota
Continuous shift work	Employees working in rotating shifts 24 hours a day, 7 days a week
"forfait" rest days	As part of an annual day-based working time agreement ("*convention de forfait en jours sur l'année*"), these days are allocated in order to ensure that the number of days on which the agreement is based is not exceeded.

Annex 6. Single scale of hierarchical minimum wages from the year 2024

Amended by the Addendum of 11 July 2023 to the French National Collective Agreement ("CCN") of 7 February 2022 - Art. 26.

Subject, for job family F, to the special condition of six years' professional experience, as defined in the second table below, the single scale of hierarchical minimum wage per job category from 2024, for weekly working time of 35 hours, on the monthly basis of 151.66 hours, is set as follows:

As the single scale above sets hierarchical minimum wages for the working hours in question, the values of the said scale will be adapted according to the actual working hours to which the employee is subject.

In accordance with Article 139 of this Agreement, the amounts of the hierarchical minimum wages of the single scales below are increased by 15% or 30% for employees subject to an annual hours-based or day-based fixed working time agreement ("*convention de forfait*").

Job family	Job category ("*classe d'emploi*")	
A	1	€21,700
	2	€21,850
B	3	€22,450
	4	€23,400
C	5	€24,250
	6	€25,550
D	7	€26,400
	8	€28,450
E	9	€30,500
	10	€33,700
F	11	€34,900
	12	€36,700
G	13	€40,000
	14	€43,900
H	15	€47,000
	16	€52,000
I	17	€59,300
	18	€68,000

From 2024, the single scale of hierarchical minimum wages applicable, during the first six years, to new employees occupying a position belonging to job family F, for an actual weekly working time of 35 hours, on the monthly basis of 151.66 hours, is set as follows:

Job family	**Job category**	**Less than 2 years of professional experience**	**2 to 4 years of professional experience**	**4 to 6 years of professional experience**
F	11	€28,200	€29,610	€31,979
	12	€29,700	€31,185	€33,680

In accordance with Article 139 of this Agreement, the adapted scale in the preceding paragraph includes the increased pay of 5% or 8% provided for entry-level employees in job family F justifying, respectively, 2 years or 4 years of professional experience.

Annex 6.1. Single scale of hierarchical minimum wages from the year 2026

Established by the Amendment of 20 February 2026 to the National Collective Agreement of 7 February 2022 – Article 1.

Subject, for job family F, to the special condition of six years' professional experience, as defined in the second table below, the single scale of hierarchical minimum wage per job category from 2026, for weekly working time of 35 hours, on the monthly basis of 151.66 hours, is set as follows:
As the single scale above sets hierarchical minimum wages for the working hours in question, the values of the said scale will be adapted according to the actual working hours to which the employee is subject.
In accordance with Article 139 of this Agreement, the amounts of the hierarchical minimum wages of the single scales below are increased by 15% or 30% for employees subject to an annual hours-based or day-based fixed working time agreement ("*convention de forfait*").

Job Family	**Job category (*« classe d'emploi »*)**	**35-hour basis**	**15% increase**	**30% increase**
A	1	€21,980	€25,277	€28,574
	2	€22,100	€25,415	€28,730
B	3	€22,710	€26,117	€29,523
	4	€23,620	€27,163	€30,706
C	5	€24,510	€28,187	€31,863
	6	€25,780	€29,647	€33,514
D	7	€26,680	€30,682	€34,684
	8	€28,700	€33,005	€37,310
E	9	€30,760	€35,374	€39,988
	10	€33,970	€39,066	€44,161
F	11	€35,200	€40,480	€45,760
	12	€37,000	€42,550	€48,100
G	13	€40,350	€46,403	€52,455
	14	€44,250	€50,888	€57,525
H	15	€47,380	€54,487	€61,594
	16	€52,370	€60,226	€68,081
I	17	€59,720	€68,678	€77,636
	18	€68,450	€78,718	€88,985

From 2026, the single scale of hierarchical minimum wages applicable, during the first six years, to new employees occupying a position belonging to job family F, for an actual weekly working time of 35 hours, on the monthly basis of 151.66 hours, is set as follows:

Job family	Job category	Professional experience	35-hour week	15% increase	30% increase
P	11	Less than 2 years of professional experience	€28,430	€32,695	€36,959
		From 2 years and up to less than 4 years' professional experience	€29,852	€34,329	€38,807
		From 4 years' and up to 6 years of professional experience	€32,240	€37,076	€41,912
	12	Less than 2 years of professional experience	€29,940	€34,431	€38,922
		From 2 years and up to less than 4 years' professional experience	€31,437	€36,153	€40,868
		From 4 years' and up to 6 years' professional experience	€33,952	€39,045	€44,138

In accordance with Article 139 of this Agreement, the adapted scale in the preceding paragraph includes the increased pay of 5% or 8% provided for entry-level employees in job family F justifying, respectively, 2 years or 4 years of professional experience.

Annex 7. Calculation of the length of service bonus

From job categories 1 to 10 (inclusive), the rate for determining the specific basis for calculating the length of service bonus provided for in chapter 2 of Part X is set as follows:

Job category	1	2	3	4	5	6	7	8	9	10
Rate	1.45%	1.6%	1.75%	1.95%	2.2%	2.45%	2.6%	2.9%	3.3%	3.8%

As a reminder, the formula used to calculate the length of service bonus provided for in Article 142 of this Agreement is as follows:

[[specific calculation basis] x 100] x length of service (number of years)

The specific calculation basis is equal to the point value multiplied by the percentage rate.

By way of illustration: employee Y, who has a length of service of 8 years at the same company and who performs a job classified as A1, and whose point value in their territory is 5 euros.

The application of the above formula is expressed as follows: [[5 x 1.45%] x 100] x 8 = 58 euros (gross) per month 35 hours

Annex 8. List of territorial collective bargaining agreements

Territorial collective bargaining agreement	Scope of geographical application
Ain collective bargaining agreement for the metallurgical, mechanical, electrical and related and similar industries	Ain *département*
Aisne collective bargaining agreement for the metallurgical, mechanical and related industries	Aisne *département*
Allier collective bargaining agreement for the metallurgical, mechanical, electrical and related and similar industries	Allier *département*
Alpes-Maritimes collective bargaining agreement for the metallurgical, electronics and related industries	Alpes-Maritimes *département*
Ardennes collective bargaining agreements for the metallurgical, mechanical and related industries	Ardennes *département*
Aube collective bargaining agreement for the metallurgical industries and trades	Aube *département*
Bouches-du-Rhône and Alpes de Haute-Provence collective bargaining agreement for the metallurgical industries	Bouches-du-Rhône and Alpes de Haute-Provence *départements*
Calvados collective bargaining agreement for the metallurgical, mechanical and related industries	Calvados *département*
Charente metallurgy sector collective bargaining agreement	Charente *département*
Charente-Maritime metallurgy sector collective bargaining agreement	Charente-Maritime *département*
Cher collective bargaining agreement for work in the metallurgical, mechanical, electrical, electronics and related and similar industries	Cher *département*
Corrèze collective bargaining agreement for metallurgical, mechanical and related and similar establishments	Corrèze *département*
Côte-d'Or collective bargaining agreement for metallurgical, mechanical and related industries	Côte-d'Or *département*
Côtes-d'Armor collective bargaining agreement for metallurgy, mechanics and electronics	Côtes-d'Armor *département*
Dordogne collective bargaining agreement for metallurgical and related industries	Dordogne *département*
Doubs collective bargaining agreement for mechanical microtechnics and related industries	The agreement applies to companies or establishments located in the cantons of: - Baume-les-Dames, - Besançon 1, 2, 3, 4, 5, 6, - Frasne, - Morteau, - Ornans, - Pontarlier, - Saint-Vit, - Maîche, with the exception of the following municipalities: Abbévillers, Autechaux-Roide, Bief, Blamont, Bondeval, Burnevillers, Chamesol, Courtefontaine, Dampjoux, Dannemarie, Ecurcey, Fleurey, Froidevaux, Glay, Glère, Indevillers, Les Plains-et-Grands-Essart, Les Terres-de-Chaux, Liebvillers, Meslières, Montancy, Montandon, Montécheroux, Montjoie-le-Château, Pierrefontaine-lès-Blamont, Roches-lès-Blamont, Saint-Hippolyte, Soulce-Cernay, Thulay, Valoreille, Vaufrey and Villars-lès-Blamont, - Valdahon, with the exception of the municipalities of Pèseux and Rosières-sur-Barbèche. - and the municipalities of Lanans, Servin and Vaudrivillers in the canton of Bavans
Drôme-Ardèche metallurgy collective bargaining agreement	Drôme and Ardèche *départements*
Eure collective bargaining agreement for the metallurgical, mechanical, electric and related industries	Eure *département*
Eure-et-Loire collective bargaining agreement for the metallurgical, mechanical and related industries	Eure-et-Loir *département*
Finistère collective bargaining agreement for the metallurgy and related industries	Finistère *département*

Collective Bargaining Agreement for Metallurgy in the Gard and Lozère *département*	Gard and Lozère *départements*
Collective Bargaining Agreement Applicable to the Metallurgical, Mechanical and Related Industries of Gironde and the Landes area	Gironde and Landes *départements*, with the exception of the municipality of Saint-Martin-de-Seignanx
Hérault, Aude and Pyrénées-Orientales Collective Bargaining Agreement for the Metallurgical, Electronics and Related Industries	Hérault, Pyrénées-Orientales and Aude *départements*.
Ille-et-Vilaine and Morbihan collective bargaining agreement for the metallurgical, electrical and electronics industries	Ille-et-Vilaine and Morbihan *départements* and the locality of Saint-Nicolas-de-Redon
Indre collective bargaining agreement for the metallurgical and mechanical industries and any related and similar industries	Indre *département*
Indre-et-Loire collective bargaining agreement for the metallurgical, mechanical, electrical and related and similar industries	Indre-et-Loire *département*
Isère and Hautes-Alpes collective bargaining agreement for monthly salaries in the metals industry	Isère and Hautes-Alpes *départements*
Jura collective bargaining agreement for the metallurgical, mechanical and similar and related industries	Jura *département*
Loir-et-Cher *département* metallurgy collective bargaining agreement	Loir-et-Cher *département*
Collective bargaining agreement for Loire *département* and Yssingeaux district metallurgy employees	Loire *département* and Yssingeaux district
Loire-Atlantique collective bargaining agreement in the metallurgy sector	Loire-Atlantique *département*, excluding the municipality of Saint-Nicolas-de-Redon
Loiret collective bargaining agreement for the metallurgical, mechanical, electrical and related industries	Loiret *département*
Lot-et-Garonne collective bargaining agreement applicable to the metallurgical, mechanical and related industries	Lot-et-Garonne *département*
Maine-et-Loire collective bargaining agreement for the metallurgical, mechanical, electrical, electronics and related and similar industries	Maine-et-Loire *département*
Manche collective bargaining agreement for the metallurgical, mechanical, related and similar industries	Manche *département*
Marne collective bargaining agreement for the metallurgical, mechanical and related industries	Marne *département*
Haute-Marne and Meuse collective bargaining agreement for the metallurgical, mechanical and related industries	Haute-Marne and Meuse *départements*
Mayenne collective bargaining agreement for the metallurgy sector	Mayenne *département*
Meurthe-et-Moselle collective bargaining agreement for the metal processing industries	Meurthe-et-Moselle *département*
Midi-Pyrénées regional collective bargaining agreement for employees in the metallurgy sector, electricity, electronics and related activities	Ariège, Aveyron, Gers, Haute-Garonne, Lot, Tarn, Tarn-et-Garonne *départements*
Moselle collective bargaining agreement for the metalworking industry	Moselle *département*
Nièvre collective bargaining agreement in the metallurgy sector	Nièvre *département*
Dunkirk region collective bargaining agreement in the metallurgy sector	District of Dunkirk, with the exception of the cantons of Bailleul, Hazebrouck, Cassel and Merville
Flanders collective bargaining agreement in the metallurgical industries	Douai region; in the Dunkirk region, the cantons of Merville, Bailleul, Cassel and Hazebrouck The municipalities of Anstaing, Baisieux, Bondues, Bousbecque, Chéreng, Comines, Croix, Deulémont, Forest-sur-Marque, Gruson, Halluin, Hem, Lannoy, Leers, Linselles, Lys, Marcq-en-Barœul, Mouvaux, Neuville-en-Ferrain, Roncq, Roubaix, Sailly, Tourcoing, Toufflers, Tressin, Villeneuve-d'Ascq, Warneton, Wasquehal, Wattrelos, Wervicq, Willems In the Lille district, those municipalities not previously referred to

Collective bargaining agreement for work in the metal processing industries in the Maubeuge region	*Arrondissement*t of Avesnes
Collective bargaining agreement for the Valenciennes and Cambrai metallurgical industries	*Arrondissements* of Valenciennes and Cambrai
Oise collective bargaining agreement for the Metallurgy Sector	Oise *département*
Orne collective bargaining agreement for the metallurgical, mechanical and related industries	Orne *département*
Paris Region collective bargaining agreement for the Metallurgical, Mechanical and related and similar industries	*Départements* of Paris, Seine-Saint-Denis, Hauts-de-Seine, Val-de-Marne, Yvelines, Val-d'Oise, Essonne
Pas-de-Calais collective bargaining agreement for the metallurgical industries	*Arrondissements* of Arras-Béthune-Lens, Calais-Boulogne-Montreuil and Saint-Omer
Clermont-Ferrand and Puy-de-Dôme collective bargaining agreement for the metallurgy and mechanical engineering industries	Puy-de-Dôme *département* not including the *arrondissement* of Thiers and the communes of Randan, Olliergues, Vertaizon, Saint-Dier-d'Auvergne, but including the *arrondissements* of Brioude and Puy-en-Velay in the Haute-Loire *département* as well as the Cantal *département*.
Thiers region collective bargaining agreement for the metallurgical, mechanical and related or similar industries	Thiers *arrondissement* and the following neighbouring municipalities: Olliergues, Vertaizon, Randan, Saint-Dier-d'Auvergne
Pyrénées-Atlantiques and Seignanx collective bargaining agreement in the metallurgy sector	Pyrénées-Atlantiques *département* and canton of Saint-Martin-de-Seignanx in the Landes *département*
Hautes-Pyrénées collective bargaining agreement for the metallurgical, mechanical, electrical, electro-ceramics and related and similar industries	Hautes-Pyrénées *département*
Bas-Rhin collective bargaining agreement for the metals industry	Bas-Rhin *département*
Collective bargaining agreement on work in the Haut-Rhin metallurgical industries	Haut-Rhin *département*
Rhône collective bargaining agreement for monthly salaries in the metallurgical industries	Rhône *département*, canton of Pont-De-Chéruy and municipality of La Verpillière
Haute-Saône collective bargaining agreement for the metallurgy sector	Haute-Saône *département*
Saône-et-Loire collective bargaining agreement for the metallurgy sector	Saône-et-Loire *département*
Sarthe collective bargaining agreement	Sarthe *département*
Collective bargaining agreement applicable to monthly salaries for metallurgy sector in Savoie and the addendums thereto	Savoie *département*
Haute-Savoie collective bargaining agreement for the metallurgy sector	Haute-Savoie *département*
Le Havre district collective bargaining agreement for the metallurgical industries	District of Le Havre
Rouen and Dieppe collective bargaining agreement for the metallurgical industries	*Arrondissements* of Rouen and Dieppe
Seine-et-Marne collective bargaining agreement for the metallurgical, mechanical, electrical and related and similar industries	Seine-et-Marne *département*
Deux-Sèvres collective bargaining agreement for the metallurgy sector	Deux-Sèvres *département*
Somme collective bargaining agreement for the metallurgy sector	Somme *département*, excluding companies located in the cantons of Ault, Friville-Escarbotin, Gamaches, Moyenneville and Saint-Valery-Sur-Somme
Vimeu collective bargaining agreement for the metallurgy sector	Vimeu region consisting of the cantons of Ault, Gamaches, Moyenneville, Saint-Valery-Sur-Somme and the industrial establishments of Sailly-Flibeaucourt, Hallencourt and Hautvillers

Collective bargaining agreement applicable to the metallurgical industries of Belfort-Montbéliard	*Département* of the Territory of Belfort and the following cantons of the Doubs *département*: - Audincourt - Bavans, with the exception of the municipalities of Lanans, Servin and Vaudrivillers - Bethoncourt - Montbéliard - Valentigney. The agreement also applies to the following municipalities: Abbévillers, Autechaux-Roide, Bief, Blamont, Bondeval, Burnevillers, Chamesol, Courtefontaine, Dampjoux, Dannemarie, Ecurcey, Fleurey, Froidevaux, Glay, Glère, Indevillers, Les Plains-et-Grands-Essarts, Les Terres-de-Chaux, Liebvillers, Meslières, Montancy, Montandon, Montécheroux, Montjoie-le-Château, Pierrefontaine-lès-Blamont, Roches-lès-Blamont, Saint-Hippolyte, Soulce-Cernay, Thulay, Valoreille, Vaufrey and Villars-lès-Blamont, in the canton of Maîche, and the municipalities of Péseux and Rosières-sur-Barbèche in the canton of Valdahon.
Var collective bargaining agreement applicable to the metallurgical and related industries	Var *département*
Vaucluse collective bargaining agreement for the metallurgical and related industries	Vaucluse *département*
Vendée collective bargaining agreement for the metallurgical and related industries of the *département* of Vendée	Vendée *département*
Vienne collective bargaining agreement for the metallurgical, electric and related industries	Vienne *département*
Haute-Vienne and Creuse collective bargaining agreement for the metallurgical, mechanical and related industries of Haute-Vienne and Creuse	Haute-Vienne and Creuse *département*
Vosges collective bargaining agreement for the metallurgical electrical and related industries	Vosges *département*
Yonne collective bargaining agreement for the metallurgical mechanical and related industries	Yonne *département*

Annex 8.1. List of Joint Territorial Bargaining Committees (“*CPTN*”) and their scope of jurisdiction

Created by Addendum of 03 November 2023 to the French National Collective Agreement ("CCN") of 7 February 2022 - Art. 4.

Joint Territorial Bargaining Committee (“CPTN”)	**Geographical area of jurisdiction**
Ain *CPTN*	Ain *département*
Aisne *CPTN*	Aisne *département*
Côte d’Azur and Corsica *CPTN*	Alpes-Maritimes, Haute-Corse and Corse-du-Sud *départements*
Ardennes *CPTN*	Ardennes *département*
Aube *CPTN*	Aube *département*
Bouches-du-Rhône, Alpes de Haute-Provence, Var and Vaucluse (“Provence”) *CPTN*	Bouches-du-Rhône, Alpes de Haute-Provence, Var and Vaucluse *départements*
Normandy South *CPTN*	Calvados and Orne *départements*
Charente *CPTN*	Charente *département*
Charente-Maritime *CPTN*	Charente-Maritime *département*
Cher *CPTN*	Cher *département*
Limousin *CPTN*	Corrèze, Haute-Vienne and Creuse *départements*
Côte-d'Or *CPTN*	Côte-d’Or *département*
Côtes-d'Armor *CPTN*	Côtes-d’Armor *département*
Dordogne *CPTN*	Dordogne *département*
Doubs *CPTN*	The cantons of: - Baume-les-Dames, - Besançon 1, 2, 3, 4, 5, 6 - Frasne, - Morteau, - Ornans, - Pontarlier, - Saint-Vit, - Maîche, with the exception of the following municipalities: Abbévillers, Autechaux-Roide, Bief, Blamont, Bondeval, Burnevillers, Chamesol, Courtefontaine, Dampjoux, Dannemarie, Ecurcey, Fleurey, Froidevaux, Glay, Glère, Indevillers, Les Plains-et-Grands-Essart, Les Terres-de-Chaux, Liebvillers, Meslières, Montancy, Montandon, Montécheroux, Montjoie-le-Château, Pierrefontaine-lès-Blamont, Roches-lès-Blamont, Saint-Hippolyte, Soulce-Cernay, Thulay, Valoreille, Vaufrey and Villars-lès-Blamont, - Valdahon with the exception of the municipalities of Pèseux and Rosières-sur-Barbèche. - and the municipalities of Lanans, Servin and Vaudrivillers in the canton of Bavans
Drôme-Ardèche *CPTN*	Drôme and Ardèche *départements*
Eure *CPTN*	Eure *département*
Eure et Loir *CPTN*	Eure-et-Loir *département*
Finistère *CPTN*	Finistère *département*
Gard and Lozère *CPTN*	Gard and Lozère *départements*
Gironde and Landes *CPTN*	Gironde and Landes *départements*, with the exception of the municipality of Saint-Martin-de-Seignanx
Hérault, Aude and Pyrénées-Orientales *CPTN*	Hérault, Aude and Pyrénées-Orientales *départements*

Ille-et-Vilaine and Morbihan *CPTN*	Ille-et-Vilaine and Morbihan *départements* and the locality of Saint-Nicolas-de-Redon
Indre *CPTN*	Indre *département*
Indre-et-Loire *CPTN*	Indre-et-Loire *département*
Isère and Hautes-Alpes *CPTN*	Isère and Hautes-Alpes *départements*
Jura *CPTN*	Jura *département*
Loir-et-Cher *CPTN*	Loir-et-Cher *département*
Loire and *arrondissement* of Yssingeaux *CPTN*	Loire *département* and Yssingeaux *arrondissement*
Loire-Atlantique *CPTN*	Loire-Atlantique *département*, excluding the municipality of Saint-Nicolas-de-Redon
Loiret *CPTN*	Loiret *département*
Lot-et-Garonne *CPTN*	Lot-et-Garonne *département*
Maine-et-Loire *CPTN*	Maine-et-Loire *département*
Manche *CPTN*	Manche *département*
Marne *CPTN*	Marne *département*
Haute-Marne *CPTN*	Haute-Marne *département*
Lorraine *CPTN*	Meuse, Moselle, Meurthe-et-Moselle and Vosges *départements*
Mayenne *CPTN*	Mayenne *département*
Midi-Pyrénées *CPTN*	Ariège, Aveyron, Gers, Haute-Garonne, Lot, Tarn and Tarn-et-Garonne *départements*
Nièvre *CPTN*	Nièvre *département*
Maritime Flanders *CPTN*	In the *arrondissement* of Dunkirk: - Canton no. 8 Bailleul: Only the municipalities of Boeschepe, Eecke, Godewaersvelde, Saint-Sylvestre-Cappel; - Canton no. 12 Coudekerque-Branche: All municipalities; - Canton no. 16 Dunkirk 1: All municipalities; - Canton no. 17 Dunkirk 2: All municipalities; - Canton no. 20 Grande-Synthe: All municipalities - Canton no. 21 Hazebrouck: No municipality; - Canton no. 41 Wormhout: All municipalities except: Arnèke, Bavinchove, Buysscheure, Hardifort, Noordpeene, Ochtezeele, Rubrouck, Wemaers-Cappel, Zermezeele and Zuytpeene.
Flanders-Douaisis *CPTN*	The *arrondissements* of: - Lille - Douai - In the *arrondissement* of Dunkirk: - The canton of Hazebrouck; - The canton of Bailleul with the exception of the municipalities of Boeschepe, Eecke, Godewaersvelde and Saint-Sylvestre-Cappel; - In the canton of Wormhout, only the municipalities of Arnèke, Bavinchove, Buysscheure, Hardifort, Noordpeene, Ochtezeele, Rubrouck, Wemaers-Cappel, Zermezeele and Zuytpeene.
Maubeuge *CPTN*	*Arrondissement* of Avesnes
Valenciennes and Cambrai *CPTN*	*Arrondissements* of Valenciennes and Cambrai
Oise *CPTN*	Oise *département*
Paris region *CPTN*	Paris, Seine-Saint-Denis, Hauts-de-Seine, Val-de-Marne, Yvelines, Val-d'Oise, Essonne *départements*
Pas-de-Calais *CPTN*	Pas-de-Calais *département*
Auvergne *CPTN*	Puy-de-Dôme, Cantal and Allier *départements* and the *arrondissements* of Brioude and Puy-en-Velay in the Haute-Loire *département*
Pyrénées-Atlantiques and Seignanx *CPTN*	Pyrénées-Atlantiques *département* and canton of Saint-Martin-de-Seignanx in the Landes *département*

Hautes-Pyrénées *CPTN*	Hautes-Pyrénées *département*
Bas-Rhin *CPTN*	Bas-Rhin *département*
Haut-Rhin *CPTN*	Haut-Rhin *département*
Rhône *CPTN*	Rhône *département*, canton of Pont-De-Chéruy Canton and municipality of La Verpillière
Haute-Saône *CPTN*	Haute-Saône *département*
Saône-et-Loire *CPTN*	Saône-et-Loire *département*
Sarthe *CPTN*	Sarthe *département*
Savoie *CPTN*	Savoie *département*
Haute-Savoie *CPTN*	Haute-Savoie *département*
Le Havre *arrondissement CPTN*	Le Havre *arrondissement*
Rouen and Dieppe *arrondissements CPTN*	Rouen and Dieppe *arrondissements*
Seine-et-Marne *CPTN*	Seine-et-Marne *département*
Deux-Sèvres *CPTN*	Deux-Sèvres *département*
Somme *CPTN*	Somme *département* - with the exception of the cantons of Vimeu as defined before Decree No. 2014-263 of 26 February 2014, i.e. with the exception of the cantons of: - Ault (composed of the municipalities of Allenay, Ault, Béthencourt-sur-Mer, Friaucourt, Méneslies, Mers-les-Bains, Oust-Marest, Saint-Quentin-la-Motte-Croix-au-Bailly, Woignarue, Yzengremer), - Friville-Escarbotin (composed of the municipalities of Bourseville, Fressenneville, Friville-Escarbotin, Nibas, Ochancourt, Tully, Valines, Vaudricourt, Woincourt), - Gamaches (composed of the municipalities of Aigneville, Beauchamps, Biencourt, Bouillancourt-en-Séry, Bouttencourt, Bouvaincourt-sur-Bresle, Buigny-lès-Gamaches, Cerisy-Buleux, Dargnies, Embreville, Framicourt, Frettemeule, Gamaches, Maisnières, Martainneville, Ramburelles, Rambures, Tilloy-Floriville, Le Translay, Vismes), - Moyenneville (composed of the municipalities of Acheux-en-Vimeu, Béhen, Cahon, Chépy, Ercourt, Feuquières-en-Vimeu, Grébault-Mesnil, Huchenneville, Miannay, Moyenneville, Quesnoy-le-Montant, Saint-Maxent, Tœufles, Tours-en-Vimeu) - Saint-Valery-Sur-Somme (composed of the municipalities of Arrest, Boismont, Brutelles, Cayeux-sur-Mer, Estrébœuf, Franleu, Lanchères, Mons-Boubert, Pendé, Saigneville, Saint-Blimont, Saint-Valery-sur-Somme) - and with the exception of the municipality of Hautvillers-Ouville

Vimeu *CPTN*	Territory of Vimeu consisting of: - the cantons of Vimeu as defined before Decree No. 2014-263 of 26 February 2014, i.e., the cantons of: - Ault (composed of the municipalities of Allenay, Ault, Béthencourt-sur-Mer, Friaucourt, Méneslies, Mers-les-Bains, Oust-Marest, Saint-Quentin-la-Motte-Croix-au-Bailly, Woignarue, Yzengremer), - Friville-Escarbotin (composed of the municipalities of Bourseville, Fressenneville, Friville-Escarbotin, Nibas, Ochancourt, Tully, Valines, Vaudricourt, Woincourt), - Gamaches (composed of the municipalities of Aigneville, Beauchamps, Biencourt, Bouillancourt-en-Séry, Bouttencourt, Bouvaincourt-sur-Bresle, Buigny-lès-Gamaches, Cerisy-Buleux, Dargnies, Embreville, Framicourt, Frettemeule, Gamaches, Maisnières, Martainneville, Ramburelles, Rambures, Tilloy-Floriville, Le Translay, Vismes), - Moyenneville (composed of the municipalities of Acheux-en-Vimeu, Béhen, Cahon, Chépy, Ercourt, Feuquières-en-Vimeu, Grébault-Mesnil, Huchenneville, Miannay, Moyenneville, Quesnoy-le-Montant, Saint-Maxent, Tœufles, Tours-en-Vimeu) - Saint-Valery-Sur-Somme (composed of the municipalities of Arrest, Boismont, Brutelles, Cayeux-sur-Mer, Estrébœuf, Franleu, Lanchères, Mons-Boubert, Pendé, Saigneville, Saint-Blimont, Saint-Valery-sur-Somme) - and by the municipality of Hautvillers-Ouville
Belfort-Montbéliard *CPTN*	*Département* of the Territory of Belfort and the following cantons of the Doubs *département*: - Audincourt - Bavans, with the exception of the municipalities of Lanans, Servin and Vaudrivillers - Bethoncourt - Montbéliard - Valentigney. Also, the following municipalities: Abbévillers, Autechaux-Roide, Bief, Blamont, Bondeval, Burnevillers, Chamesol, Courtefontaine, Dampjoux, Dannemarie, Ecurcey, Fleurey, Froidevaux, Glay, Glère, Indevillers, Les Plains-et-Grands-Essarts, Les Terres-de-Chaux, Liebvillers, Meslières, Montancy, Montandon, Montécheroux, Montjoie-le-Château, Pierrefontaine-lès-Blamont, Roches-lès-Blamont, Saint-Hippolyte, Soulce-Cernay, Thulay, Valoreille, Vaufrey and Villars-lès-Blamont, from the canton of Maîche, and the municipalities of Péseux and Rosières-sur-Barbèche from the canton of Valdahon.
Vendée *CPTN*	Vendée *département*
Vienne *CPTN*	Vienne *département*
Yonne *CPTN*	Yonne *département*

The following *Joint Territorial Bargaining Committees ("CPTN")* constitute a grouping of *CPTN*s, within the meaning of articles 23.1 and 37.2.2 of this Agreement:

- Côte d'Azur and Corsica *Joint Territorial Bargaining Committees ("CPTN")* resulting from the grouping of the territory of the Alpes-Maritimes and the territory of Corsica;

- Bouches-du-Rhône, Alpes de Haute-Provence, Var and Vaucluse ("Provence") Joint Territorial Bargaining Committees ("*CPTN*") resulting from the grouping of the territory of Bouches-du-Rhône and Alpes de Haute-Provence, the territory of Var and the territory of Vaucluse;

- Normandie Sud Joint Territorial Bargaining Committees ("*CPTN*") resulting from the grouping of the territory of Calvados and the territory of Orne;

- Limousin Joint Territorial Bargaining Committees ("*CPTN*") resulting from the grouping of the territory of Corrèze and the territory of Haute-Vienne;

- Lorraine Joint Territorial Bargaining Committees ("*CPTN*") resulting from the grouping of the territory of Meurthe-et-Moselle, the territory of Moselle, the territory of Meuse and the territory of Vosges;

- Auvergne Joint Territorial Bargaining Committees ("*CPTN*") resulting from the grouping of the territory of Clermont-Ferrand and Puy-de-Dôme, the territory of Allier and the territory of Thiers.

Annex 9. Definition of a minimum level of coverage of healthcare expenses and provident insurance for the metallurgy sector

Introductory clause

The UIMM [*Union des industries et métiers de la métallurgie* - Union of Metallurgy Industries and Trades] and the Trade Unions representing employees at the national level in the Metallurgy sector agree to set up a minimum sectoral level of supplementary insurance schemes defining the coverage of healthcare expenses and the so-called "comprehensive" provident coverage, for the benefit of the employees referred to in Part XI of the Collective Bargaining Agreement.

The signatories of this Agreement confirm their commitment to regular and constructive social dialogue based on trust with regard to the common interests of their respective constituents.

This social dialogue is organised in such a way as to steer implementation, performance monitoring and any changes to this Annex. It is organised by articulating the competencies of the joint monitoring committee and the national joint committee for bargaining and interpretation in the metallurgy sector, the latter being responsible for interpreting the collectively agreed provisions of this Annex.

The signatories intend to promote social dialogue during the implementation of this supplementary insurance scheme Annex within the companies in the sector. Companies may, if they wish, adapt the provisions of this Annex on condition that they provide at least equivalent coverage within the meaning of article L. 2253-1 of the French Labour Code. The establishment of a collective supplementary insurance scheme by negotiation is therefore encouraged. The works council is consulted prior to the establishment of a group coverage or the modification thereof, under the conditions provided for by law.

Chapter I – General provisions

Article 1. Purpose of Annex 9

The purpose of this Annex is to establish a minimum basis of collectively agreed guarantees for supplementary insurance schemes within the sector.

Article 2. Minimum level of coverage

Its introduction responds to the primary objective of allowing employees of companies covered by the scope of this Annex, as defined by article 3 below, to access a minimum level of supplementary insurance scheme coverage, within the meaning of article L. 911-2 of the French Social Security Code, in terms of reimbursement of healthcare expenses, under the conditions defined in chapter II of this Annex, and of comprehensive provident coverage, under the conditions defined in chapter III of this Annex. Employees benefit from the minimum level of coverage defined in this Annex regardless of the insurer selected by their company.

Article 3. Scope

The scope of this Annex, with regard to employees, is defined in Part XI of the collective bargaining agreement.

Article 4. Mandatory nature

In accordance with article L. 2253-1 of the French Labour Code, the provisions of this Annex falling within the scope of article L. 912-1 of the French Social Security Code, relating to a collective benefit schemes incorporating a high level of solidarity ("Degré élevé de solidarité - DES") and including, as such, benefits of a non-directly contributory nature, are mandatory.

Article 5. Status of group insurance policies taken out by companies prior to the date of entry into force of this Annex

Companies that already have a group supplementary insurance policy for the benefit of their employees, prior to the date of entry into force of this Annex, may maintain their policy on condition that the coverage offered by the said policy is at least equivalent to that defined in this Annex.

Companies that already have a group supplementary insurance policy for the benefit of their employees, prior to the date of entry into force of this Annex, that does not provide coverage for the same risks at a level equivalent to that defined in this Annex must, within the deadline referred to in article 7 below:

- either adapt the provisions of their group insurance policy to a level at least equivalent to that defined in this Annex;

- or take out a new group insurance policy with the insurer of their choice, at a level at least equivalent to that defined in this Annex.

Article 6. Status of sectoral collective bargaining agreements and arrangements with territorial or professional scope less extensive than that of this Annex

Part amended by the Addendum of 11 July 2023 to the French National Collective Agreement ("CCN") of 7 February 2022 - Art. 27.

Under article L. 2252-1 of the French Labour Code, sectoral collective bargaining agreements or arrangements covering a territorial or professional scope less broad than that of this Annex cannot deviate from it in a way that is less favourable to employees.

Sectoral collective bargaining agreements or arrangements covering a territorial or professional scope less broad than that of this Annex and signed prior to the date of entry into force of this collective bargaining agreement shall adapt those provisions less favourable to employees by the deadline mentioned in article 7.

Article 7. Date of application

This Annex will come into force on the first day of the month following the date of publication of the extension order in the Official Journal of this Collective Bargaining Agreement and at the earliest on 1st January 2023.

Article 8. Companies with fewer than 50 employees

With regard to the objective of intergenerational, intragenerational and inter-company solidarity, it is specified that with regard to article L. 2232-10-1 of the French Labour Code, this Annex does not contain any specific provisions for companies with fewer than fifty employees. The provisions of this Annex are applicable in an undifferentiated manner to all companies within the sector in order to guarantee uniform minimum coverage to all employees within the sector.

Chapter II – Provisions relating to the collectively agreed coverage for healthcare expenses

Article 9. Beneficiaries

Article 9.1. Mandatory beneficiaries

This Annex, relating to coverage of healthcare expenses, benefits all employees of companies falling within the scope defined in article 3, without taking length of service into account.

However, employees who can justify a case of exemption, in accordance with article 9.3 below, may be exempted, at their request, from joining the collective scheme.

Article 9.2. Case of employees whose employment contract is suspended

Article 9.2.a) Employees for whom suspension of the employment contract is paid

The benefit of the coverage put in place by this Annex is maintained for the benefit of employees whose employment contract is suspended, for the period for which they benefit from:

- either total or partial continuation of their pay;

- or additional daily allowances paid under the incapacity coverage defined in article 17.1;

- or a replacement income paid by the employer. This case concerns, in particular, employees placed on short-time work or long-term short-time work, whose activity is totally suspended or whose hours are reduced, as well as any period of leave paid by the employer (redeployment, mobility, etc.).

The contributions of the employer and employees whose suspension of the employment contract is paid are maintained in accordance with the rules provided for in the group insurance policy, during all periods of paid suspension of the employment contract.

Article 9.2.b) Employees for whom suspension of the employment contract is not paid

Entitlement to the coverages established by this Annex is suspended for employees whose employment contract is suspended and does not give rise to any compensation.

Employees falling under any of the following categories are specifically subject to this suspension of coverage:

- sabbatical leave referred to in articles L. 3142-28 *et seq.* of the French Labour Code;

- full parental leave, referred to in articles L. 1225-47 *et seq.* of the French Labour Code;

- leave for business creation, as referred to in Articles L. 3142-105 et seq. of the French Labour Code; - unpaid leave, as agreed upon between the employer and the employee.

During the period of uncompensated suspension of the employment contract, the guarantees shall be maintained for the benefit of the employee during the month in which said suspension occurs and the following calendar month, provided that the contribution for the current month has been paid. Consequently, no contribution is due for the following calendar month.

In this situation, the employer is required to notify the insurer prior to the date of suspension of the employee's employment contract, in order to prevent any lapse in coverage during this period of exemption from contributions.

The aforementioned employees may also request to remain enrolled in the group insurance policy beyond the suspension period referred to in the preceding paragraph, provided that they pay the corresponding contribution in full—specifically, both the employee's share and the employer's share of said contribution. In this case, the insurer shall collect the contribution directly from the employee, who shall continue to benefit from the coverage defined hereinbelow for as long as they continue to pay the corresponding contribution throughout the entire period of suspension of their employment contract.

As a reminder, the information notice from the insurance providers, referred to in Article 11 of this Annex and provided by the employer to the employee, sets out the conditions and procedures for implementing the provisions stipulated in this Article.

Article 9.2.c) Employees on military or police reserve duty

An employee whose employment contract is suspended in order to perform a period of military or police reserve duty shall remain mandatorily covered under this Chapter for all health expense benefits, subject to the payment of contributions. This continued coverage is financed under the same conditions as for active working employees. The employee's share of the contribution funding these benefits shall be paid by the employee to their employer. The employer shall be responsible for remitting both its own contribution and the employee's contribution directly to the insurance provider.

Article 9.3. Mandatory nature of the collective scheme and enrolment exemptions

Employees are required to join the collective scheme set up on a mandatory basis, subject to the cases of optional exemptions referred to in Article 9.3.2.a) and the cases of statutory exemptions referred to in Article 9.3.2.b).

Their enrolment is therefore required within the individual employment relationships and the employees concerned will not be able to object to the deduction of their share of the contributions from their wages.

Article 9.3.1. Formal requirements for exemption requests

By way of exception to the mandatory nature of the collective scheme, certain employees may be exempted from enrolment upon request, provided they submit to their employer all necessary supporting documentation specifying: the specific grounds upon which the exemption is requested; the name of the insurance provider underwriting the policy that entitles them to request such an exemption; or, where applicable, the expiration date of said entitlement if it is time-limited, all in accordance with current regulatory requirements. This declaration must take the form of a written statement signed by the employee and requires

the simultaneous submission of appropriate supporting documents.

The exemption request must include a statement that the employee has been informed in advance by the employer of the consequences of their choice, namely the absence of coverage and the waiver of portability rights.

Employees who so wish may invoke the grounds for exemption set forth in points 9.3.2(a) and 9.3.2(b) below, and, in any event, those applicable *de jure* in accordance with current and future legislation in force.

Employees may, at any time, revoke their request for exemption and apply to the employer, in writing, for enrolment in the collective scheme.

In any event, employees who cease to meet the eligibility criteria entitling them to an exemption shall be required to contribute to and enrol in the collective scheme on a mandatory basis.

Article 9.3.2. Cases of exemption from enrolment

Article 9.3.2.a) Optional exemptions that may be formalised within the labour law instrument (Unilateral Decision by the Employer (*"Décision unilatérale de l'employeur" - "DUE"*), Collective Agreement, Referendum-based Agreement)

Amended by the Addendum of 1st July 2022 to the French National Collective Agreement ("CCN") of 7 February 2022 - Art. 4.

Optional exemptions that may be formalised in the labour law instrument (Unilateral Decision by the Employer ("DUE"), Collective Agreement, Referendum-based Agreement)

The signatories to this Agreement have negotiated optional exemptions for the benefit of the following employees. These employees may, on their own initiative and regardless of their date of hire, decline to join the group insurance policy if they so wish, provided that their employer has expressly stipulated this in the instrument formalising the plan within the company (collective bargaining agreement, referendum-based agreement, or unilateral decision by the employer ("DUE")), and provided that they fall into one of the situations outlined below.

a) Employees and apprentices holding a fixed-term employment contract or a temporary agency work contract with a duration of at least 12 months, provided they provide written proof by submitting all relevant supporting documents of individual coverage obtained elsewhere for the reimbursement of medical expenses, in accordance with Article R. 242-1-6, 2, a, of the French Social Security Code.

b) Employees and apprentices holding a fixed-term employment contract with a duration of less than 12 months, even if they do not hold individual coverage obtained elsewhere, in accordance with Article R. 242-1-6, 2°, b, of the French Social Security Code.

c) Part-time employees and apprentices whose enrolment in the coverage scheme would require them to pay a contribution equal to at least 10% of their gross remuneration, in accordance with Article R. 242-1-6, 2°, c, of the French Social Security Code.

The grounds for exemption listed above may be invoked by employees, provided that their employer has stipulated one of the aforementioned grounds for exemption in the formal instrument establishing the scheme, and that the employees meet the applicable conditions and provide evidence of this.

Article 9.3.2.b) Statutory exemptions

At their own initiative, employees may opt out of enrolling in the group insurance policy if they meet the conditions set forth in Article D. 911-2 of the French Social Security Code.

Such requests for exemption must be submitted in writing within the time limits specified in Article D. 911-5 of the French Social Security Code, and must be accompanied—where applicable—by all necessary supporting documents.

Failure to comply with the requirements detailed above shall result in the employee being automatically enrolled in the mandatory group insurance policy.

Article 9.3.3. Healthcare payment ("*Versements santé*")

Amended by the Addendum of 1st July 2022 to the French National Collective Agreement ("CCN") of 7 February 2022 - Art. 5.

Employees holding a fixed-term contract or a temporary agency work contract may, at their own initiative,

opt out of enrolling in the group insurance policy under the conditions set forth in Article L. 911-7, III, of the French Social Security Code, provided they can demonstrate that they benefit from health coverage that meets the requirements set forth in Article L. 871-1 of the same Code.

Subject to compliance with the aforementioned conditions, the employees referred to above may receive a financial contribution from their employer, known as the "Healthcare Payment" (*"versement santé"*), intended to help cover the cost of the individual "responsible" health insurance policy they have subscribed to independently.

The payment thus replaces the employer's contribution paid under a collective and compulsory contract, as well as portability. This payment thus serves as a substitute for the employer's contribution typically provided under a mandatory group insurance policy, as well as for the benefit portability rights associated with such policies. The methods for calculating this payment are set forth in Article D. 911-8 of the French Social Security Code.

This health payment may not be combined with entitlement to the Solidarity Health Coverage scheme, entitlement to mandatory collective coverage, including as a beneficiary, or entitlement to supplementary coverage involving financial contribution from a public sector employer.

Article 10. Coverage

This Annex, as well as the insurance policy taken out by the employer, are implemented in accordance with the provisions of articles L. 871-1, R. 871-1, R. 871-2, L. 242-1, R. 242-1 and D. 242-1 *et seq.* of the French Social Security Code, as well as article 83-1c of the French General Tax Code.

Article 10.1. Minimum level of mandatory coverage

The signatories to this Agreement have agreed upon a minimum level of healthcare expense reimbursement coverage, which must be mandatorily put in place by all companies referred to in Article 2.

This minimum level of coverage must benefit all employees referred to in Article 9 of this Annex, subject to the cases of exemption referred to in Article 9.3.

The grid of this minimum coverage is set out in Annex 9.1 to this Annex.

When the mandatory minimum coverage is implemented within the company, the employer must commit to contributing at least 50% of the total premium used to finance the minimum coverage established on a mandatory basis.

Companies falling within the scope of Article 2 may negotiate or implement, on their own initiative and in compliance with the procedures provided for in Article L. 911-1 of the French Social Security Code, a cost-sharing arrangement that is more favourable to the employees.

Article 10.2. Additional coverage

Additional coverage may supplement the minimum level of coverage for reimbursement of healthcare expenses defined in Article 10.1 of this Annex.

The employers referred to in article 2 may put in place these additional guarantees, on a mandatory or optional basis, within their company, in accordance with the social dialogue referred to in the Preliminary Article of this Annex.

Article 10.2.a) Mandatory additional coverage.

Employers may set up the aforementioned additional coverage on a mandatory basis, in compliance with the principles of social dialogue as set forth in the Preliminary Article of this Annex. They must formalise this decision through one of the instruments referred to in Article L. 911-1 of the French Social Security Code at the company level.

When additional coverage is set up on a mandatory basis within the company, the employer must commit to contributing at least 50% of the total contribution used to fund the coverage established on a mandatory basis.

Companies falling within the scope of Article 2 may negotiate or implement, on their own initiative and in compliance with the procedures provided for in Article L. 911-1 of the French Social Security Code, a cost-sharing arrangement that is more favourable to the employees.

Article 10.2.b) Optional additional coverage.

When additional coverage is set up within the company on an optional basis, the corresponding premium is borne entirely by those employees who have chosen to opt for this higher level of coverage.

However, companies falling under the scope of Article 2 may, either through negotiation or on their own initiative, and in compliance with the procedures set forth in Article L. 911-1 of the French Social Security Code, set up an employer financial contribution (whether partial or full) toward the funding of this optional additional coverage.

As a reminder: whenever coverage is optional, any financial contribution made by the employer is subject to social security contributions and must be included in the corresponding contribution base figures.

Article 10.3. Optional extension of coverage to employees' dependants

The coverage falling under the mandatory minimum level, defined in article 10.1, as well as the additional coverage falling under article 10.2, may be extended to include employees' dependants, in accordance with the provisions of the group insurance policy taken out by the employer.

When this extension is implemented within the company on a mandatory basis, the employer must commit to contributing at least 50% of the total premium used to fund the coverage established on a mandatory basis.

Article 11. Information provided to employees

In accordance with Article L. 932-6 of the French Social Security Code, Article L. 141-4 of the French Insurance Code, and Article L. 221-6 of the French Mutual Insurance Code, the employer, in their capacity as the policyholder, is required to provide every employee (including all new hires) with a detailed information sheet prepared by the insurer; this notice must summarise, in particular, the specific coverage provided and the terms and conditions governing its application.

The benefits described in the information sheet provided to the employee by the employer fall under the sole responsibility of the insurance provider; the employer's commitment extends only to the payment of contributions and to compliance with the obligations imposed by Articles L. 911-7, II, et seq. of the French Social Security Code.

Employees shall be informed, prior to and individually, using the same method, of any modification to their rights and obligations.

In accordance with the provisions of Article 4 of Act No. 89-1009 of 31 December 1989 (known as the "Evin Act"), the employer is required to inform former employees, who are recipients of an incapacity or disability allowance, a retirement pension, or (if unemployed) a replacement income benefit, of their option to maintain their health coverage, provided that the individuals concerned submit a request to that effect within six months following the termination of their employment contract, or, where applicable, within six months following the expiration of the period during which they temporarily benefit from the maintenance of this coverage.

Article 12. Termination of coverage

Amended by the Addendum of 1st July 2022 to the French National Collective Agreement ("CCN") of 7 February 2022 - Art. 6.

The employee will cease to benefit from the coverage for the reimbursement of healthcare expenses described in this Annex in the following cases:

- in the event of termination of the employment contract, with the exception of the portability periods referred to in article 13 of this Annex;

- in the event of suspension of the employment contract referred to in Article 9.2.b) of this Annex;

- in the event of the settlement of a retirement pension under a mandatory French Social Security scheme, with the exception of cases involving the overlapping of said retirement pension with gainful employment, specifically in cases of combined employment and retirement or progressive retirement;

- in the event of non-payment of the healthcare contribution by the Company, under the conditions provided for by the applicable legal provisions in this regard;

- in the event of the employee's death;

- and, in any case, in the event of termination of the insurance policy.

Article 13. Maintenance of coverage for healthcare expenses

Article 13.1. Portability

Enrolment is maintained, for the benefit of former employees, within the framework of the "portability" system provided for in Article L. 911-8 of the French Social Security Code.

In the event of the termination of an employee's employment contract, with the exception of dismissal for gross misconduct, where such termination entitles the employee to coverage under the unemployment insurance scheme, the former employee temporarily benefits from continued enrolment in the Company's collective scheme covering healthcare expenses.

In the event of any modification or revision of the coverage applicable to active employees, the coverage applicable to former employees benefiting from the portability mechanism shall be modified or revised under the same conditions.

The right to portability is conditional upon compliance with all conditions set forth in Article L. 911-8 of the French Social Security Code and shall be implemented under the terms determined by this Article.

As a reminder, the employer must indicate the continuation of coverage under the portability scheme in the employment certificate.

Article 13.2. Maintenance of coverage of healthcare expenses in accordance with Article 4 of the Evin Act no. 89-1009 of 31 December 1989.

Where employees are covered under a collective scheme, under the conditions provided for in Article 2 of the Act of 31 December 1989, for the purpose of obtaining reimbursement or compensation for expenses incurred due to illness, maternity, or accident, they are entitled to the continuation of their coverage of healthcare expenses under the conditions described below.

The contract or agreement must stipulate—without requiring a waiting period, medical examination, or medical questionnaire—the terms and pricing conditions applicable to the new contracts or agreements through which the insurer maintains this coverage:

- for the benefit of former employees who are recipients of an incapacity or disability annuity, a retirement pension, or, if unemployed, a replacement income; this entitlement applies without any time limit, provided that the individuals concerned submit a request to that effect within six months following the termination of their employment contract or, where applicable, within six months following the expiration of the period during which they temporarily benefited from the continuation of said coverage; the insurer shall send the proposal for the continuation of coverage to these former employees no later than two months from the date of the termination of the employment contract or the end of the temporary coverage continuation period;

- for the benefit of persons covered by virtue of the deceased insured person, for a minimum period of twelve months commencing from the date of death, provided that the interested parties submit a request to this effect within six months following the death. The employer shall notify the insurance provider, which shall send the offer to maintain coverage to said persons within two months of the date of death.

The new contract or agreement must stipulate that coverage shall take effect no later than the day immediately following the request.

The premiums funding this continued coverage shall be the sole responsibility of the former employees or, in the event of their death, it shall be the responsibility of their beneficiaries.

The rates applicable to the persons referred to in this Article may exceed the aggregate rates applicable to active employees, subject to the conditions established by Decree No. 2017-372 of 21 March 2017, concerning the application of Article 4 of Act No. 89-1009 of 31 December 1989, strengthening the coverage offered to persons insured against certain risks. Thus:

- during the first year, the rates may not exceed the aggregate rates applicable to active employees;

- during the second year, the rates may not exceed the aggregate rates applicable to active employees by more than 25%;

- during the third year, the rates may not exceed the aggregate rates applicable to active employees by more than 50%.

Chapter III – Provisions relating to collectively agreed comprehensive provident insurance coverage

Article 14. Purpose

The purpose of this Chapter III is to establish a mandatory provident insurance scheme covering the risks of incapacity, invalidity, and death, for the benefit of employees, as defined in Article 15, of companies falling within the scope of application defined in Article 2.

Article 15. Beneficiaries

Article 15.1. Employees concerned

Amended by the Addendum of 1st July 2022 to the French National Collective Agreement ("CCN") of 7 February 2022 - Art. 7.

The following employees are mandatorily entitled to the provident coverage established by this Annex:

- executives, as defined in Article 166-1;

- non-executives not covered by Article 166-1

of companies falling within the scope of the latter, without taking length of service into account, subject to the specific provisions referred to below.

Article 15.2. Case of employees whose employment contract is suspended

Article 15.2.a) Employees for whom suspension of the employment contract is paid

The benefit of the cover put in place by this Annex is maintained for the benefit of employees whose employment contract is suspended, for the period for which they benefit from:

- either total or partial continuation of their pay;

- or additional daily allowances paid under the incapacity coverage defined in article 17.1;

- or a replacement income paid by the employer. This case concerns, in particular, employees placed on short-time work or long-term short-time work, whose activity is totally suspended or whose hours are reduced, as well as any period of leave paid by the employer (redeployment, mobility, etc.).

The contributions of the employer and of the aforementioned employees shall be maintained in accordance with the terms and conditions set forth in the group insurance policy taken out by the employer, and in accordance with the rules applicable to the specific category of personnel to which the employee belongs, throughout the entire duration of any compensated period of employment contract suspension.

- For the incapacity coverage:

For employees whose employment contract is suspended—and who receive compensation in the form of a replacement income paid by the employer (e.g., short-time work, long-term short-time work, redeployment leave, mobility leave, etc.)—the contribution base for the Incapacity Benefit shall be equal to the gross amount of said replacement income (statutory indemnity), supplemented, where applicable, by any additional or collectively agreed-upon indemnity paid by the employer. Benefits shall be calculated based on the same base figures as that defined in this paragraph.

- For death and disability coverage:

For employees whose employment contract is suspended—and who receive compensation in the form of a replacement income paid by the employer (e.g., short-time work, long-term short-time work, redeployment leave, mobility leave, etc.)—the contribution base for the Invalidity and Death Benefits shall be the remuneration received prior to the compensated suspension of the employee's employment contract (specifically, the wages earned over the twelve months immediately preceding said suspension). Benefits shall be calculated based on the same base figures as that defined in this paragraph.

Article 15.2.b) Employees for whom suspension of the employment contract is not paid

Entitlement to the coverages established by this Annex is suspended for employees whose employment contract is suspended and does not give rise to any compensation.

Employees falling under any of the following categories are specifically subject to this suspension of coverage:

- sabbatical leave referred to in articles L. 3142-28 *et seq.* of the French Labour Code;

- full parental leave, referred to in articles L. 1225-47 *et seq.* of the French Labour Code;

- leave for business creation, as referred to in articles L. 3142-105 *et seq.* of the French Labour Code;

- unpaid leave, as agreed between the employer and the employee.

During the period of uncompensated suspension of the employment contract, the guarantees shall be maintained for the benefit of the employee during the month in which said suspension occurs and the following calendar month, provided that the contribution for the current month has been paid. Consequently, no contribution is due for the following calendar month.

In this situation, the employer is required to notify the insurer prior to the date of suspension of the employee's employment contract, in order to prevent any lapse in coverage during this period of exemption from contributions.

The aforementioned employees may request to remain enrolled in the collective scheme, specifically for death benefit coverage, beyond the suspension period referred to in the preceding paragraph, provided that they pay the corresponding contribution in full; namely, both the employee's share and the employer's share of said contribution. In this case, the insurer collects the contribution directly from the employee, who shall continue to benefit from the death benefit coverage, hereinafter defined, throughout the entire period of suspension of their employment contract, provided that they continue to pay the corresponding contribution.

As a reminder, the information notice issued by the insurance providers, referred to in Article 21 of this Annex and provided by the employer to the employee, sets out the conditions and procedures for implementing the provisions stipulated in this Article.

Article 15.2.c) Employees on military or police reserve duty

An employee whose employment contract is suspended in order to perform a period of military or police reserve duty shall remain mandatorily covered under this Chapter for all provident coverage, subject to the payment of contributions. The basis for calculating both contributions and benefits shall be equal to the gross wages earned during the twelve calendar months immediately preceding the month in which the reserve duty begins, provided such wages were subject to Social Security contributions within the meaning of Article L. 242-1 of the French Social Security Code. The employee’s share of the contribution funding these benefits shall be paid by the employee to their employer. The employer shall be responsible for remitting both its own contribution and the employee’s contribution directly to the insurance provider.

Article 16. Mandatory nature of the collective scheme

The employees referred to in article 15.1 are required to enrol in the collective scheme set up on a mandatory basis.

Their enrolment is therefore required within the individual employment relationships, and the employees concerned will not be able to object to the deduction of their share of the contributions from their wages.

Article 17. Coverage

This Annex makes it mandatory, for companies falling within its scope of application, as defined in Article 2, to take out a collective provident insurance scheme comprising the minimum coverage defined hereinafter and designated as the "Basic Coverage."

The aforementioned companies also have the option of setting up additional coverage, on a mandatory or optional basis, for their employees.

In such cases, employers who have chosen to establish the aforementioned additional coverage on a mandatory basis must formalise this choice, at the company level, within one of the instruments referred to in Article L. 911-1 of the French Social Security Code.

Article 17.1 Temporary incapacity for work coverage

Without prejudice to the obligation to cover changes in pre-existing medical conditions, as referred to in Article 2 of the Evin Act no. 89-1009 of 31 December 1989, only temporary incapacity for work occurring after the date of entry into force referred to in Article 7 of this Annex shall be taken into account under the coverage provided for in this Annex.

Article 17.1.a) Purpose

Employees referred to in Article 15.1 of this Annex are entitled, in the event of a sick leave due to an accident or illness for which benefits are paid by Social Security—to incapacity coverage, as defined in points 17.1.d) i and 17.1.d) ii below. These guarantees are designed to ensure a specific level of compensation, expressed as a percentage of the reference salary (defined hereinafter), for a specific period, subject to the following conditions:

Article 17.1.b) Reference salary

The reference salary corresponds to the gross remuneration subject to Social Security contributions, within the meaning of Article L. 242-1 of the French Social Security Code, received by the employee during the 12 calendar months immediately preceding the sick leave.

If the employee has not completed 12 months of active employment prior to the date of the sick leave, the reference salary shall be calculated on an annualised basis.

If the employee has received replacement income during the 12 months immediately preceding the sick leave, the reference salary shall consist of the replacement income received during said period.

Article 17.1.c) Amount of the supplemental daily allowances ("*indemnités journalières complémentaires*" - "IJC")

Amended by the Addendum of 1st July 2022 to the French National Collective Agreement ("CCN") of 7 February 2022 - Art. 8.

The amount of the supplemental daily allowances is set as follows:

For executive-level employees:

- 100% of the executive's reference salary up to 180 days, from the first full day of sick leave on which no work is performed;
- 75% of the executive's reference salary for the remainder of the period covered.

For non-executive level employees:

- 75% of the reference salary of the non executive-level employee for the period covered.

The aforementioned supplemental daily allowance shall be paid as long as the employee is receiving daily allowances from Social Security. It shall no longer be payable once Social Security compensation ceases, for any reason whatsoever.

Article 17.1.d) Levels of compensation

Article 17.1.d) i So-called "supplementary" coverage

Amended by the Addendum of 11 July 2023 to the French National Collective Agreement ("CCN") of 7 February 2022 - Art. 28.

The employees referred to in article 15 of this Annex benefit from a temporary incapacity for work coverage, in addition to the daily Social Security allowances and the employer's obligations, in particular those collectively agreed, to compensate for absences due to illness or accident.

The so-called "supplementary" incapacity coverage previously defined benefits all employees referred to in article 15, benefiting from a leave of absence due to illness or accident, of whether occupational in origin or not, covered by Social Security.

It takes the form of a supplementary differential daily allowance equal to the level of compensation referred to in the preceding Point 17.1.c), less any daily allowances from Social Security and any salary maintained by the employer under their obligations, particularly those arising from collective agreements.

In any event, the aggregate total of these supplementary daily allowances (net of social security contributions and levies), the Social Security daily allowances (net of CSG and CRDS contributions), and the compensation payable by the employer in the event of absence due to accident or illness (net of social security contributions and levies) may not exceed the net remuneration the employee would have received had they continued working.

Article 17.1.d) ii "Bridging" coverage

Amended by the Addendum of 1st July 2022 to the French National Collective Agreement ("CCN") of 7 February 2022 - Art. 9. and by Addendum of 11 July 2023 to the French National Collective Agreement ("CCN") of 7 February 2022 - Art. 29.

The employees referred to in article 15 of this Annex benefit from a temporary incapacity for work coverage, applied as "bridging" coverage with regard to the employer's obligations, in particular those collectively agreed, to pay compensation for absences due to illness or accident, i.e. on the expiry of the said compensation obligations.

Employees with less than 12 months' length of service benefit from the aforementioned "bridging" coverage, at the end of a deductible period of 90 continuous days, counted from the first day of their initial leave of absence.

In any event, the combination of these additional daily allowances (net of social security contributions) with the daily allowances from Social Security (net of *CSG* and *CRDS* contributions), may not exceed the net remuneration that the employee would have received had they continued working.

The length of service granting entitlement to the coverage provided for in this Annex is determined in accordance with the provisions applicable within the company.

Article 17.1.e) Cases of employees on therapeutic part-time and light work duties

Amended by the Addendum of 11 July 2023 to the French National Collective Agreement ("CCN") of 7 February 2022 - Art. 30.

Employees benefiting from a therapeutic part-time work arrangement, within the meaning of Article L. 323-3 of the French Social Security Code, or from a light duty arrangement, within the meaning of Article L. 433-1 of the aforementioned Code, are entitled to the provisions of this Article, subject to the deduction of the remuneration they receive in return for their work.

In such cases, the insuring body responsible for paying benefits pursuant to this Annex shall intervene subject to the deduction of Social Security daily allowances and the remuneration paid to employees on therapeutic part-time work or light work duty.

In any event, the aggregate total of these supplementary daily allowances (net of social security contributions and levies), the Social Security daily allowances (net of CSG and CRDS), and the remuneration paid by the employer for the residual work activity (net of social security contributions and levies) may not exceed the net remuneration the employee would have received had they been working full-time.

Article 17.1.f) Temporary incapacity compensation coverage

In the event that a declaration of unfitness for work is issued by the occupational physician following a workplace accident or an occupational disease, a temporary incapacity allowance may be paid to the unfit employee by the Social Security system, pending the employer's decision regarding redeployment or dismissal (Articles L. 433-1, paragraph 5, and D. 433-2 to D. 433-8 of the French Social Security Code).

This Annex stipulates that compensation, supplementary to that paid by Social Security, shall be granted to any employee benefiting from the temporary incapacity coverage. The payment of this supplementary compensation shall cease as soon as the payment of the temporary incapacity compensation ceases.

This supplementary compensation is deemed equivalent to the incapacity coverage. It is calculated in addition to the temporary incapacity compensation, which thus thereby substitutes for the Social Security daily allowance in the calculation of the benefit referred to in this Article.

Article 17.2. Disability coverage

Without prejudice to the obligation to cover changes in pre-existing medical conditions, as referred to in Article 2 of the Evin Act no. 89-1009 of 31 December 1989, only incapacity for work occurring after the date of entry into force referred to in Article 7 of this Annex shall be taken into account under the coverage provided for in this Annex.

Article 17.2.a) Purpose

Amended by the Addendum of 11 July 2023 to the French National Collective Agreement ("CCN") of 7 February 2022 - Art. 31.

In the event of disability or permanent incapacity resulting from a workplace accident or an occupational illness, employees referred to in Article 15.1 are entitled to receive supplementary disability benefits, in addition

to the disability pension paid by Social Security, and its amount is determined based on the percentage of disability or permanent incapacity recognised by Social Security.

The amount of this supplementary disability benefit is determined as a percentage of the reference salary, subject to the deduction of the disability pension and any benefits paid by Social Security serving the same purpose.

Article 17.2.b) Reference salary

The aforementioned reference salary corresponds to the gross remuneration subject to Social Security contributions, within the meaning of article L. 242-1 of the French Social Security Code, received by the employee over the 12 calendar months preceding the disability.

If the employee has not completed 12 months of work prior to their disability, the reference salary is recalculated on an annualised basis.

If the employee has received replacement income during the 12 months preceding the recognition of a disability, the reference salary shall be the remuneration received prior to the employee's suspension with pay, as referred to in Article 15.2 a) of this Annex.

If a disability, or an absolute and permanent disability, is recognised more than one year after the date of the sick leave, the reference salary shall be recalculated in accordance with the evolution of an index specified in the collective insurance contract.

The reference salary serving as the basis for calculating the disability annuity shall be recalculated on 1st January of each year.

Article 17.2.c) Amount of the disability pension

Amended by the Addendum of 1st July 2022 to the French National Collective Agreement ("CCN") of 7 February 2022 - Art. 12.

- For employees receiving a disability pension paid by the general scheme

The amount of this supplementary disability benefit for executive employees is:

- Category 1 disability as defined by Social Security: 45% of the reference salary defined above;
- Category 2 disability as defined by Social Security: 75% of the reference salary defined above;
- Category 3 disability as defined by Social Security: 75% of the reference salary defined above.

The amount of this supplementary disability benefit for non-executive employees is:

- Category 1 disability as defined by Social Security: 42% of the reference salary defined above;
- Category 2 disability as defined by Social Security: 70% of the reference salary defined above;
- Category 3 disability as defined by Social Security: 70% of the reference salary defined above.

- For executive and non-executive employees receiving a permanent invalidity benefit following an accident at work or an occupational illness paid out under the general scheme

The amount of the supplementary disability benefit is:

- If the percentage of permanent loss of capacity is less than 33%: no supplementary disability benefit is paid;
- If the percentage of permanent loss of capacity is greater than 66%: the benefit is paid in the form of a disability payment equivalent to the benefit provided for category 2 disability, as defined above;
- If the percentage of permanent loss of capacity is between 33% and 66%: a proportional disability benefit is paid, according to the employee's percentage of disability, where *n* represents the said percentage of disability.

The formula used to calculate the supplemental benefit is as follows: $\frac{n}{66\,th}$ $of\ the\ disability\ payment\ category\ 2$ as defined above.

Article 17.2.d) Cases of benefit stacking and changes in the proportion of time worked

Amended by the Addendum of 11 July 2023 to the French National Collective Agreement ("CCN") of 7 February 2022 - Art. 32.

In any event, the combined total of this supplementary disability pensions (net of CSG, CRDS, and CASA) and the disability pension or any other benefit paid by Social Security having the same purpose (net of CSG, CRDS, and CASA) may not exceed the net remuneration the employee would have received had they continued working.

In the event of a combination of a disability pension and part-time employment, the amount of the disability pension shall not be affected by any salary increase, provided that the proportion of working time remains unchanged. The same applies to the right to annual recalculation.

In this scenario, the insurer, responsible for paying benefits pursuant to this Annex, shall intervene by paying the balance remaining after deducting the residual remuneration and the Social Security disability pension paid to the employee. Residual remuneration is understood to exclude the salary increases referred to above.

In the event of a change in the proportion of working time, the disability pension shall be recalculated based on the reference salary used for the initial calculation of the disability pension; to this reference salary, the new proportion of working time shall be applied, as well as, where applicable, the recalculation effective 1st January of each year, based on the revaluation index determined in the collective insurance contrat, as referred to in Article 18.1.

Article 17.3. Death Benefit – Article 17.3.a) Purpose

In the event of the death of an employee referred to in Article 15, the beneficiaries defined in Article 17.3.d) hereof shall receive a death benefit, subject to the conditions set forth below.

Absolute and permanent disability, as recognised by Social Security, shall give rise to the advance payment of the full death benefit specified below.

This death benefit shall be paid to any insured individual classified as Category 3 disabled, or recognised by Social Security as suffering from 100% permanent incapacity in the event of a work-related accident or occupational illness.

Article 17.3.b) Reference salary

The amount of the death benefit defined above is expressed as a percentage of the reference salary.

The reference salary corresponds to the gross salary, within the meaning of article L. 2421 of the French Social Security Code, for the 12 calendar months preceding the death of the employee or the recognition of their absolute and permanent disability by Social Security.

If the employee has not completed 12 months of work prior to death or the recognition of their absolute and permanent disability by Social Security, the reference salary is recalculated on an annualised basis.

If the employee has received replacement income during the 12 months preceding the death, the reference salary shall be the remuneration received prior to the employee's suspension with pay, as referred to in Article 15.2 a) of this Annex.

If death or absolute and permanent disability occurs more than one year after the date of sick leave, the reference salary shall be recalculated based on an index covering the period between the date of sick leave and the date of death or of the recognition of absolute and permanent disability. The index is the one referred to in article 18.1.

The reference salary used as the basis for the payment of the death benefit shall be recalculated on 1st January of each year.

Article 17.3.c) Amount of the death benefit. The amount of this death benefit is:

- 200% of the reference salary, as defined in article 17.3. b), for executive-level employees as defined in article 15.1;
- 100% of the reference salary, as defined in article 17.3. b), for non executive-level employees as defined in article 15.1.

Article 17.3 d) Beneficiaries

Amended by the Addendum of 1st July 2022 to the French National Collective Agreement ("CCN") of 7 February 2022 - Art. 13.

The beneficiary or beneficiaries of the death benefit previously defined must be formally designated in writing by the employee to the organisation administering their coverage.

In the event that there are multiple beneficiaries of the same rank, and one or more of them predecease the insured, the portion of the benefit allocated to them shall be distributed among the remaining beneficiaries in proportion to their respective shares.

In the absence of an express designation, or in the event that all designated beneficiaries predecease the insured, the benefit shall be allocated according to the order of priority defined below:

- to the spouse who is not legally separated (by judicial decree), or whose amicable separation has been officially recorded in the civil registry; to the person bound by a Civil Solidarity Pact (PACS); or to the cohabiting partner;

- failing this, and in equal shares between them, to the insured's children (whether born or unborn, living or represented by their own descendants);

- failing this, to the descendants of the insured;

- failing this, and in equal shares between them, to the direct ascendants of the insured, and in the event of the death of one of them, to the survivors (for example in the event of simple adoption) in equal shares between them or to the sole surviving ascendant, who shall receive the entire amount;

- failing that, to the other heirs.

Article 17.4. Education allowance

Article 17.4.a) Purpose

In the event of the death of an employee referred to in Article 15, their dependent children, as defined in Article 17.4.d), shall receive a temporary education allowance, paid monthly in arrears, under the conditions set out below.

Article 17.4.b) Reference salary

The amount of the aforementioned temporary education allowance is expressed as a percentage of the reference salary.

The reference salary corresponds to the gross wages, within the meaning of Article L. 242-1 of the French Social Security Code, earned during the 12 calendar months preceding the employee's death.

If the employee has not completed 12 months of work prior to their death, the reference salary is recalculated on an annual basis.

If the employee has received replacement income during the 12 months preceding the death, the reference salary shall be the remuneration received prior to the employee's suspension with pay, as referred to in Article 15.2 a) of this Annex.

If death occurs more than one year after the date of work stoppage, the reference salary shall be recalculated in accordance with an index, determined within the collective insurance contract, covering the period between the date of work stoppage and the date of death or of the recognition of absolute and permanent disability. The index is the one referred to in article 18.1.

Article 17.4.c) Amount of the allowance

Amended by the Addendum of 1st July 2022 to the French National Collective Agreement ("CCN") of 7 February 2022 - Art. 10.

The annual amount of the temporary education allowance, in the event of the death of an executive employee, as defined in article 15.1, is:

- children aged 0 to 15: 4% of the reference salary;
- children aged 16 to 18: 6% of the reference salary;
- children aged 19 to 25: 8% of reference salary.

The annual amount of the temporary education allowance, in the event of the death of a non-executive employee, as defined in article 15.1, is:

- children aged 0 to 15: 4% of the reference salary;
- children aged 16 to 18: 6% of the reference salary;
- children aged 19 to 25: 8% of reference salary.

In any event, for the cover provided for in this article, the reference salary, as defined in Article 17. 4. b), is at least equal to the annual Social Security ceiling.

The aforementioned benefit is paid in consideration of the age of the child at the time of the employee's death and is readjusted, in successive steps, until the child reaches the maximum age for receiving the education allowance, i.e. 25 years of age.

Article 17.4.d) Beneficiaries

Amended by the Addendum of 1st July 2022 to the French National Collective Agreement ("CCN") of 7 February 2022 - Art. 14.

Dependent children are considered to be the children of the employee and those of their spouse, whether recognised, adopted or taken into care, insofar as they meet the following conditions.

- Firstly:

- they are under 18;

- or they are between 18 and 25 years old and meet one of the following conditions:

  - hold an apprenticeship contract,

  - are pursuing secondary or higher education, or training through a work-study programme,

  - are registered for unemployment benefits as a first-time job seeker; children who have completed training through a work-study programme and who are unemployed at the end of their training are considered to be first-time job seekers,

- or, regardless of their age, if they are receiving an allowance for disabled adults;

- children born within 300 days following the employee's death, provided they are born alive and viable;

- Secondly:

- they live in the same household,

- or they are financially dependent on the employee for tax purposes, either by being included in the employee's family quotient calculation or by receiving alimony payments from the employee that are tax-deductible from the employee's income;

- or they are financially dependent on the employee's spouse (as defined above) for tax purposes. In addition, the following are also considered as dependent children:

- children taken into care—including those of a former spouse (if applicable), of the current spouse (as defined above), or of the deceased employee—provided they resided in the household up until the time of the employee's death and their other parent is not legally obligated to pay child support.

Article 17.4.e) Extension of the coverage for children with category 2 and 3 disabilities.

Eligibility for the education annuity is also extended to the employee's children, as well as those of their spouse, as defined above, regardless of age, provided they have been officially recognised by the Social Security system as having a Category 2 or 3 disability.

Article 17.4.f) Doubling of the education allowance in the event of the death of both parents

Created by Addendum of 1st July 2022 to the French National Collective Agreement ("CCN") of 7 February 2022 - Art. 11.

In the event of the successive or simultaneous death of the employee and their spouse, partner under a civil partnership (PACS), or cohabiting partner, the amount of the education annuity referred to in Article 17.4.c) shall be doubled.

Deaths of the employee and their spouse shall be deemed "successive" if they occur within an interval of 12 months or less.

Deaths of the employee or their spouse shall be deemed "simultaneous" if they occur during the same event.

Article 17.4.g) Extension of the payment of the education allowance for children with disabilities

Created by Addendum of 1st July 2022 to the French National Collective Agreement ("CCN") of 7 February 2022 - Art. 15.

Article number amended by the Addendum of 11 July 2023 to the French National Collective Agreement ("CCN") of 7 February 2022 - Art. 33.

Disabled children and children recognised as having Category 2 or 3 disabilities shall benefit from an

extension of the education annuity payments, beyond their 25th birthday and for an unlimited duration, equivalent to 8% of the deceased employee's reference salary.

Article 17.5. Minimum level of mandatory coverage

The signatories to this Agreement have agreed upon a minimum level of provident coverage (covering incapacity, disability, and death), which must be mandatorily implemented by all companies referred to in Article 2 of this Annex.

This minimum level of coverage must apply to all employees referred to in Article 15.1 of this Annex.

When mandatory minimum coverage is put in place within the company, the employer must:

- For non executive-level employees, commit to contributing a minimum of 43% of the total contribution used to fund the mandatory minimum coverage.

Companies falling within the scope of Article 2 may negotiate or implement, on their own initiative and in compliance with the procedures provided for in Article L. 911-1 of the French Social Security Code, a cost-sharing arrangement that is more favourable to the employees.

The contribution base consists of the actual gross remuneration received by the employees. The allocation of the cost of this contribution between the employees and the employer shall be carried out, in accordance with the aforementioned terms, within each company subject to the obligations defined in this Annex. However, it is expressly agreed that the portion of the contribution borne by the employee, which is capped at 57%, must primarily cover the funding of the temporary incapacity benefit.

Beyond this contractual cost-sharing arrangement, the signatories deem it desirable that the cost burden be shared equally between employers and employees.

- For executive-level employees, cover 100% of the total contribution used to fund the mandatory minimum coverage. The contribution base consists of the actual gross remuneration received by the employees.

Article 17.6 Capping of provident benefits

Created by Addendum of 1st July 2022 to the French National Collective Agreement ("CCN") of 7 February 2022 - Art. 16.

For the calculation of each of the benefits referred to in Article 17, the reference salary serving as the basis for calculating benefits may not exceed eight times the annual Social Security ceiling.

Article 18. Recalculation of the benefits

Article 18.1. Recalculation of the benefits being paid

Supplementary daily allowances for incapacity, supplementary disability pensions, and educational annuities shall be revalued on 1st January of each year, based on a revaluation index determined within the collective insurance contract taken out by the employer.

This index is the same for these three benefits, as well as for the reference salaries referred to in Articles 17.2. b), 17.3. b) and 17.4. b).

Article 18.2. Recalculation of the benefits in the event of a change of insurer

In accordance with Article L. 912-3 of the French Social Security Code, in the event of a change of insurer, pensions currently being paid as of the date of the change of insurer, including death benefits paid in the form of an annuity, shall continue to be recalculated based on the index defined in Article 18.1.

Death benefit coverages shall also be maintained for the benefit of recipients of work incapacity or disability pensions upon the termination of the insurance contract; it is specified that the reassessment of the bases for calculating the death benefits must be at least equal to that provided for under the terminated contract.

In the absence of a successor insurer, and pursuant to Article 7 of Act No. 89-1009 of 31 December 1989, contractual provisions may not provide for the cessation of the recalculation of immediate or deferred benefits that were accrued or arose during the term of the contract; rather, such recalculation must be performed by the company's last insurer.

In the event of a change of insurer, Article L. 912-3 of the French Social Security Code requires that the employer arrange for the continued revaluation of benefits. Consequently, the assumption of responsibility for benefit recalculation, in accordance with the agreed contractual provisions, by the incoming insurer is in

compliance with the mandatory public order provisions set forth in Article 7 of the Act of 31 December 1989, and Article L. 912-3 of the French Social Security Code.

Article 19. Cessation of coverage

Amended by the Addendum of 1st July 2022 to the French National Collective Agreement ("CCN") of 7 February 2022 - Art. 6. and by Addendum of 11 July 2023 to the French National Collective Agreement ("CCN") of 7 February 2022 - Art. 34.

The coverage ceases to apply:

- upon termination of the employment contract, with the exception of the portability periods referred to in Article 20 of this Annex;

- during any periods of suspension of the employment contract referred to in Article 1-5.2. b) of this Annex;

- on the liquidation, by the employee, of their retirement pension under a mandatory social security scheme, except in cases of the overlapping of the said retirement pension with salaried employment, in particular in the event of the overlapping of a job plus retirement as defined by Article L. 161-22 of the French Social Security Code or in the event of progressive retirement, as defined by Article L. 351-15 of the same Code;

- in the event of non-payment of the provident insurance contribution, by the company, under the conditions provided for by the applicable provisions of law in this area;

- in the event of the employee's death;

- in any event, due to the cancellation of this Annex and/or the termination of the insurance contract, according to the terms and conditions defined by law or the said contract, without prejudice to the provisions of Articles 7 and 7-1 of Act 89-1009 of 31 December 1989.

Article 20. Maintenance of the provident insurance coverage

Article 20.1. Portability

Coverage shall be maintained, for the benefit of former employees, within the framework of the 'portability' system provided for in Article L. 911-8 of the French Social Security Code.

In the event of termination of an employee's employment contract, with the exception of cases of dismissal for gross misconduct, giving rise to entitlement to coverage by the unemployment insurance scheme, the former employee shall benefit on a temporary basis from the continuation of their enrolment in the company's collective provident insurance coverage.

In the event of any modification or revision of the coverage applicable to active employees, the coverage applicable to former employees benefiting from the portability mechanism shall be modified or revised under the same conditions.

The right to portability is conditional upon compliance with all conditions set forth in Article L. 911-8 of the French Social Security Code and shall be implemented under the terms determined by this Article.

As a reminder, the employer must indicate the continuation of coverage under the portability scheme in the employment certificate.

Article 20.2. Continuation of provident insurance coverage in accordance with Articles 7 and 7-1 of the Evin Act no. 89-1009 of 31 December 1989.

Where employees are collectively insured against risks affecting physical integrity, risks related to maternity, the risk of death, or risks of temporary or permanent disability, the termination or non-renewal of the contract or agreement, subscribed pursuant to this Annex, shall have no effect on the payment of immediate or deferred benefits that have accrued or arisen during its term. The payment of benefits of any nature shall continue at a level at least equal to that of the last benefit due or paid prior to such termination or non-renewal, without prejudice to any revisions provided for in the contract or agreement. Such revisions may not be implemented solely on the grounds of said termination or non-renewal.

In such cases, the procedures for recalculating the benefits shall be carried out in accordance with the provisions of Article 18 of this Chapter.

The underlying liability must, at all times and for all subscribed contracts or agreements, be covered by reserves backed by equivalent assets.

Where insured persons or members are collectively covered under the conditions set forth in Article 2 of the Act of 31 December 1989, within the framework of one or more contracts, agreements, or enrolment forms

adhering to a scheme that includes coverage for the risks of death, temporary work incapacity, and permanent disability, the death coverage component must include a clause ensuring the continuation of the death benefit guarantee in the event of temporary work incapacity or permanent disability. The termination or non-renewal of such contract(s), agreement(s), or enrolment form(s) shall have no effect on benefits arising under said continuation of coverage clause, should death occur prior to the expiry of the period of temporary work incapacity or permanent disability, as defined in the specific contract, agreement, or enrolment form covering the risk of death.

This commitment must, at all times, be covered by reserves backed by equivalent assets.

Article 21. Information provided to employees

In its capacity as the policyholder, the employer is required to provide each employee—including any new hire—with a detailed information sheet prepared by the supplementary insurance provider. This notice must summarise, in particular, the coverage benefits and the terms and conditions for their application, in accordance with the provisions of Articles L. 932-6 of the French Social Security Code, L. 141-4 of the French Insurance Code, and L. 221-6 of the Mutual Insurance Code.

The employees of the company are informed in advance and individually, according to the same method, of any modification of their rights and obligations.

Chapter IV – Establishment of coverage with a high level of solidarity ("DES")

Article 22. Purpose

Amended by the Addendum of 1st July 2022 to the French National Collective Agreement ("CCN") of 7 February 2022 - Art. 17.

In accordance with the provisions of Article L 912-1 of the French Social Security Code, this Annex establishes benefits of a non-directly contributory nature with a high level of solidarity ("DES"), which may in particular take the form of partial or total coverage of the insurance premium for certain employees, or of a risk management policy, or the provision of social welfare benefits.

The signatories affirm their commitment to implementing a social welfare policy tailored to the specific situation within the sector, and which serves as a supplement to any initiatives that may already be underway elsewhere.

The companies referred to in Article 2 are required to allocate at least 2% of the contribution excluding tax on the insurance premiums of collective healthcare and comprehensive provident contracts under the basic and mandatory additional cover or an equivalent budget to the financing of actions and benefits of the high level of solidarity (*"DES"*). These measures and services are financed within the limits of available funds.

The elements relating to the high level of solidarity ("DES") will be mentioned in the information sheet given to the employee by the employer and drawn up by the insurer. At least once a year, companies must draw up a document, in accordance with the scope of consolidation they have adopted (group, company or establishment)—based on the scope of consolidation they have adopted (group, company, or establishment)—shall prepare a document outlining the funding allocated to benefits of a non-directly contributory nature, detailing the high level of solidarity ("DES") involved, as well as a list of the initiatives and benefits implemented or offered during the preceding financial year. Companies are strongly advised to stipulate, within the collective agreements binding them to their insurance providers, that said providers shall forward the relevant information in a document which the employer shall then forward to the staff representative bodies or, failing that, directly to the employees.

The permanent joint committee for bargaining and interpretation in the metallurgy sector (“CPPNI”) shall define the coverage and benefits of a non-directly contributory nature that must be implemented by the companies referred to in Article 2. This coverage is listed in Annex 9.2 of this Annex.

List of Annexes

- Annex 9.1: Schedule of minimum health insurance coverage
- Annex 9.2: High level of solidarity ("DES").

Annex 9.1. Schedule of minimum health insurance coverage

Amended by the Addendum of 1st July 2022 to the French National Collective Agreement ("CCN") of 7 February 2022 - Annex 9.1.

The reimbursements indicated herein are understood to include the reimbursement provided by Social Security, up to the limit of the actual expenses incurred.

	Collectively agreed basis only (if chosen)
Medical and surgical HOSPITALISATION (including maternity)	
Cost of hospital stay	100% BR
Fees	
Optam/Optam CO signatory fees	150% BR
Optam/Optam CO non-signatory fees	130% BR
Private room (including outpatient) - maximum fixed rate/day/beneficiary	1.5% PMSS
Hospital lump sum	100% DE
Bed for accompanying person (child under age of 17)	1.00% PMSS
Maternity case (a): Supplement to maternity insurance benefits in kind	Yes
Emergency patient fixed fee (b)	Without remaining balance to be paid
Medical transport	100% BR
DENTAL with a professional	
Dental treatment	125% BR
Dental implant – fixed fee/implant (maximum two per year)	-
Orthodontics	
Orthodontics reimbursed by SS	225 % BR
Orthodontics not reimbursed by SS	-
Periodontics	
Periodontics reimbursed by SS	125 % BR
Periodontics not reimbursed by SS – maximum fixed fees/year/beneficiary	-
Dental care and prostheses 100% Healthcare (1) after Social Security intervention, provided that the total reimbursement from the insurer and Social Security does not exceed the *HLF*	
Inlay core	100% of the remaining costs
Other prosthetic care and dental prostheses	100% of the remaining costs
Controlled basket (2) provided that total reimbursement from the insurer and Social Security does not exceeding the *HLF*	
Inlay, onlay	225 % BR
Inlay core	225 % BR
Dental prostheses	225 % BR
Unrestricted basket (3)	
Inlay, onlay	225 % BR
Dental prostheses	225 % BR
Inlay core	225 % BR
Dental prostheses not reimbursed by Social Security (11)	-
OPTICAL (c)	
Category A optical equipment (100% Healthcare) after Social Security coverage has been applied, provided that the total reimbursement from the insurer and Social Security does not exceed the *PLV*	
Optical equipment (1 frame + 2 lenses) 100% Healthcare (4): category A frame and/or lenses for adults and/or children	100% of the remaining costs
Matching service for category A lenses with different refractive indices (all levels)	100% of the remaining costs
Supplement for lenses with filters (category A lenses)	100% of the remaining costs

	Collectively agreed basis only (if chosen)
Category B optical equipment at freely set rate (5) (max. €100 for the frame)	
Frame + two simple lenses	€250
Frame + two complex lenses	€350
Frame + two very complex lenses	€450
Frame + one simple lens and one complex lens	€300
Frame + one simple lens and one very complex lens	€350
Frame + one complex lens and one very complex lens	€400
Matching service for category B lenses with different refractive indices (all levels) with total reimbursement by insurer and Social Security not exceeding 100 % of the *PLV*	100 % BR
Supplement for lenses with filters (category B lenses) with total reimbursement by insurer and Social Security not exceeding 100 % of the *PLV*	100 % BR
In all cases (category A or B lenses) with total reimbursement by insurer and Social Security not exceeding 100 % of the *PLV*	
OPTICAL (c) (continued)	
Service for adapting the medical prescription for corrective lenses after carrying out a refraction examination, in the event of renewal of a prescription	100 % BR
Other supplements (prism/antiptosis system/iseiconic lenses)	100 % BR
Contact lenses	
Contact lenses covered by SS – maximum fixed sum/year/beneficiary	€200 (minimum patient co-payment)
Contact lenses not covered by SS – maximum fixed sum/year/beneficiary	€200
Refractive optical surgery – fixed price/eye	-
HEARING AIDS (6)	
Equipment 100% Healthcare (7)	
Hearing aids after Social Security reimbursement, up to the maximum retail price limits (PLV)	100% of remaining out-of-pocket costs
Non-regulated Equipment (8)	
Limit per hearing aid (excluding accessories), including Social Security reimbursement, per four-year period	€1,700 incl. tax,
Hearing aids for individuals over the age of 20 (per four-year period)	200 % BR for one or two devices
Hearing aids for individuals under the age of 20 or individuals with blindness (defined as visual acuity of less than 1/20th after correction), per four-year period	200 % BR for one or two devices
Batteries covered by Social Security (9)	100 % BR
ROUTINE CARE (including maternity)	
Medical fees	
Consultation, online consultation, GP home visit (OPTAM signatory)	100 % BR
Non-Optam general practitioner visit, consultation, online consultation Consultation, online consultation, GP home visit (non-OPTAM)	100 % BR
Consultation, online consultation, specialist home visit (OPTAM/OPTAM-CO signatory)	150 % BR
Consultation, online consultation, specialist home visit (non-OPTAM/OPTAM-CO signatory)	130 % BR
Specialised procedures, minor surgery (OPTAM/OPTAM-CO signatory)	150 % BR
Specialised procedures, minor surgery (non-OPTAM/OPTAM-CO signatory)	130 % BR
Radiology, bone densitometry (OPTAM/OPTAM-CO signatory)	150 % BR

	Collectively agreed basis only (if chosen)
Radiology, bone densitometry (non-signatory to Optam/Optam CO agreements)	130 % BR
Paramedical care, travel expenses	100 % BR
Analysis and laboratory fees	100 % BR
Maternity case (a): Supplement to maternity insurance benefits in kind	Yes
Orthopaedics, minor and major medical devices, prosthetics (excluding dental, hearing, and optical)	200 % BR
Major Procedures Allowance	100% BR
Pharmaceutical costs (including medications reimbursed at 15% by Social Security)	100 % BR
OTHER CATEGORIES	
Alternative Medicine and Smoking Cessation (10) (Max: 4 sessions or interventions per year for all categories listed below)	
Osteopathy, Chiropractic, Acupuncture: flat rate per session or intervention / beneficiary	€25 maximum
Psychomotricity, Etiopathy, Smoking Cessation: flat rate per session or intervention / beneficiary	€25 maximum
Maternity or Adoption Allowance – flat rate per child	€150
Thermal Spa Cures	
OTHER CATEGORIES (continued)	
Treatment	-
Travel and accommodation – maximum ALLOWANCE/year/beneficiary	-
Consultation with a psychologist (reimbursable by Social Security)	100% BR
Assistance Services	Yes
Preventive procedures in accordance with the "Responsible Contract" scheme Order of 8 June 2006, issued for the application of Article L. 871-1 of the French Social Security Code, establishing the list of preventive benefits provided for in article R. 871-2 of the same Code	
1. Prophylactic sealing of pits, grooves, and fissures (SC8), provided that the procedure is performed on the first and second permanent molars, that it is carried out only once per tooth, and that it is performed in cases of caries risk and prior to the fourteenth birthday.	100% BR
2. One complete annual supra- and subgingival scaling, performed over a maximum of two sessions (SC12).	100% BR
3. Oral language assessment and/or written language acquisition skills assessment (AMO24), provided that it is a first assessment performed on a child under the age of fourteen.	100% BR
4. Hepatitis B screening (NABM codes 4713, 4714, 0323, 0351).	100% BR
5. Screening once every five years for hearing impairment in people over the age of 50 for one of the following procedures: a) Pure-tone or speech audiometry (CDQP010); b) Pure-tone audiometry with tympanometry (CDQP015); c) Speech audiometry in noise (CDQP011); d) Pure-tone and speech audiometry (CDQP012); e) Pure-tone and speech audiometry with tympanometry (CDQP002).	100% BR
6. Bone densitometry procedures reimbursable by mandatory health insurance; without prejudice to the conditions for including the procedure on the list referred to in Article L. 162-1-7, coverage under this Decree is limited to women over the age of fifty, once every six years.	100% BR

	Collectively agreed basis only (if chosen)
7. The following vaccinations, administered alone or in combination: a) Diphtheria, tetanus and poliomyelitis: all ages; b) Pertussis (Whooping Cough): under 14 years of age; c) Hepatitis B: under 14 years of age; d) BCG: under 6 years of age; e) Rubella: for adolescent girls who have not been vaccinated and for non-immune women planning to conceive; f) Haemophilus influenzae type B; g) Vaccination against invasive pneumococcal infections for children under eighteen months of age.	100% BR
Procedures not reimbursed by Social Security	
Flu vaccines and other prescribed vaccines (upon presentation of an invoice)	-

SS = Social Security, RSS = Social Security Reimbursement, BRSS = Social Security Reimbursement Basis, BRR = Reconstituted Reimbursement Basis, BRSS - SS = Reimbursement basis retained by Social Security minus the Social Security reimbursement, DE = Actual Expenditure: total amount of expenses incurred, less the Social Security reimbursement, TM = Patient Co-payment ("*Ticket Modérateur*"): the difference between the reimbursement basis and the amount reimbursed by mandatory health insurance (prior to the application of the €1 flat-rate contribution or a deductible), RO = Mandatory Scheme (Social Security), RC = Supplementary Scheme, PMSS = Monthly Social Security Ceiling, HLF = Billing Limit Fees, PLV = Sales Price Limit

(a) Subject to the limits of the cover set forth under the Hospitalisation and Routine Care categories.

(b) Flat-rate billing for medical procedures and care provided during an emergency room visit that does not result in hospitalisation.

(c) Reimbursement is limited:

- to one piece of optical equipment every two years per beneficiary.

- to one set of optical equipment per year per beneficiary for children under the age of 16, or, regardless of age, in cases where the replacement of equipment is justified by a change in vision.

The scheme complies with the coverage caps applicable to "responsible contracts" ("*contrats responsables*") in Category B, which include reimbursement provided by Social Security.

(1) Prosthetic care and dental prostheses falling under the "100% Health" basket, as defined by regulation.

(2) Prosthetic care and dental prostheses falling under the "Controlled" basket, as defined by regulation.

(3) Prosthetic care and dental prostheses under the unrestricted basket, as defined by regulation.

(4) Category A equipment and additional services relating to Category A and B equipment covered under the "100% health" initiative, as defined by law. Mixing of lenses and frames: an item of equipment can be composed of two lenses on the one hand, and a frame on the other hand, belonging to different categories (A or B). Mixing of lenses and frames: a set of optical equipment may consist of two lenses (on the one hand) and a frame (on the other) belonging to different categories (A or B). Compliance with the coverage cap per item of equipment, as stipulated in Decree No. 2019-21 of 11 January 2019, takes into account, in cases where lenses and frames are mixed, any potential expenses related to lens pairing services and surcharges for filtered lenses (specifically for Category A lenses) covered under the "100% Health" basket.

(5) Category B equipment, as defined by regulation. Mixing of lenses and frames: an item of equipment can be composed of two lenses on the one hand, and a frame on the other hand, belonging to different categories (A or B). Mixing of lenses and frames: a set of optical equipment may consist of two lenses (on the one hand) and a frame (on the other) belonging to different categories (A or B). Compliance with the coverage cap per item of equipment, as stipulated in Decree No. 2019-21 of 11 January 2019, takes into account, in cases where lenses and frames are mixed, any potential expenses related to lens pairing services and surcharges for filtered lenses (specifically for Category A lenses) covered under the "100% Health" basket.

(6) Coverage applies to expenses incurred for the purchase of one hearing aid per ear, per four-year period.

(7) Category I equipment, as defined by regulation.

(8) Category II equipment, as defined by regulation. Regarding hearing aids included in the "open choice" category (Category II), coverage shall in all cases cover the minimum reimbursement amount established by the regulations in force on the date of treatment, specifically those pertaining to "responsible contracts" ("contrats responsables"). Furthermore, reimbursement under this scheme is subject to the maximum reimbursement cap stipulated by those same regulations.

(9) Coverage applies up to the annual limit on the number of packs of six batteries, as established by the Order of 14 November 2018.

(10) Acupuncture, Osteopathy, and Chiropractic: only sessions performed and billed by physicians or authorised practitioners are eligible for reimbursement, provided that the invoice includes the FINESS, ADELI, and/or RPPS registration number of the practitioner concerned. Etiopathy: these must be provided by certified etiopaths who are listed in the National Register of Etiopaths.

(11) Benefits are calculated on a pro-rata basis relative to the Social Security reimbursement rate for a single dental crown (2022 Reference Base Rate [BRR] = €120).

Furthermore, in accordance with applicable laws and regulations, this scheme covers the patient co-payment ("*ticket modérateur*") for all psychologist consultations that are eligible for reimbursement by Social Security.

Annex 9.2. High level of solidarity ("DES")

Created by Addendum of 1st July 2022 to the French National Collective Agreement ("CCN") of 7 February 2022 - Annex 9.2.

The social partners in the metallurgy sector have chosen to provide the supplementary insurance schemes set up by them with a non-contributory benefit scheme with a high level of solidarity (*"DES"*). As specified in Article L. 912-1 of the French Social Security Code, the objective is to "provide for the establishment of a collective benefit scheme incorporating a high degree of solidarity (“DES”)—and which, in this capacity, include benefits of a non-directly contributory nature—which may notably take the form of partial or total coverage of insurance premiums for certain employees or former employees, a prevention policy, or social welfare benefits." This coverage is intended to be implemented across all companies within the sector, regardless of the specific insurance coverage arrangements selected by a given company to provide supplementary insurance schemes for its employees.

In this regard, the signatory organisations aim to establish a framework that, on the one hand, aligns with the objectives assigned to this new collectively agreed mechanism—namely, to enhance the attractiveness and competitiveness of the sector—and, on the other hand, defines strategic priorities that can be adapted and implemented within individual companies, or even specifies certain actions that can be organised by companies as part of the high level of solidarity ("DES").

1. High level of solidarity ("DES") and attractiveness and competitiveness of the sector

The attractiveness and competitiveness of the sector can be addressed in several ways, whether through specific target populations or through approaches more closely linked to health policies and the professions exercised within the sector.

In this regard, concerning the populations that could be more specifically targeted through the implementation of non-contributory coverage, the following may be cited:

- Apprentices and employee under a vocational training contract : work-study programmes indeed constitute a key recruitment model for the sector. Strengthening the tools available to companies, with the aim of making these work-study programmes more effective for both training and recruitment purposes, will contribute to the sector's overall attractiveness;

- Women: the number of women in the sector (22.7% in 2019) is still low. Measures to make the sector more attractive could be sought in particular through the high level of solidarity ("DES");

- Caregivers: the rising number of employees caring for elderly relatives—a trend driven by increased life expectancy—affects an ever-growing number of employees within companies. The probable raising of the statutory retirement age in the coming years is expected to further increase the number of affected employees, who will need to find new ways to organise their work-private life balance. Offering support services to employee caregivers also serves as a tool within a broader strategy for the employment of older workers, thereby contributing to the sector's attractiveness;

- Employees at risk of occupational exclusion: for whom the currently available medical and administrative support tools are known to be not yet fully effective.

With regard to the second area identified and relating to health policies and professions, the signatory organisations wish to draw inspiration first of all from the definition of health adopted by the World Health Organisation (WHO) in its foundational opening paragraph of the Alma-Ata Declaration of 1978: “The Conference strongly reaffirms that health, which is a state of complete physical, mental, and social well-being, and not merely the absence of disease or infirmity, is a fundamental human right and that the attainment of the highest possible level of health is a most important world-wide social goal whose realisation requires the action of many other social and economic sectors in addition to the health sector.” Indeed, companies contribute to this “state of complete well-being,” particularly through initiatives aligned with the various areas covered by the Social Security system, such as the prevention of occupational risks under the Occupational Accidents and Diseases (“*ATMP*”) branch, or supplementary health coverage for the risk of illness.

Benefits of a non-directly contributory nature, characterised by a high level of solidarity ("DES"), also have

a role to play in contributing to this "state of complete well-being," particularly within the framework of preventive actions; benefits selected in this context would also serve as measures designed to enhance the attractiveness and competitiveness of the sector.

2. Framework for actions to be selected within the framework of the sector's "High Level of Solidarity" ("DES") mechanism

For the implementation of the guidelines outlined above, and in compliance with the first paragraph of Article L. 912-1 of the French Social Security Code, the actions to be selected by companies under the "high level of solidarity" ("DES") mechanism (and which are to be funded either by amounts deducted for this purpose from the insurance premiums of collective health and provident insurance policies, or by an equivalent budget funded by the company) must fall within one or more of the following areas:

- Funding of all or part of the employee's share of the insurance premium for health expenses or provident coverage for specific categories of employees, particularly employees on work-study contracts;

- Preventative healthcare, specifically regarding:

  - Primary prevention: particularly for the screening of conditions related to cardiovascular health, mental health, or specific pathologies such as endometriosis, etc.;

  - Secondary prevention: in particular through patient therapeutic education (PTE) initiatives concerning specific conditions such as diabetes, etc.;

  - Occupational prevention: through initiatives aimed at preventing psychosocial risks (PSR), preventing musculoskeletal disorders (MSD), implementing muscle warm-up programmes, and addressing workstation ergonomics, etc.;

These prevention initiatives are not intended to replace the prevention mechanisms provided by the general Social Security scheme, but rather to operate in coordination with them. The prevention initiatives that may thus complement the general scheme's mechanisms include:

  - both, acting upstream of these mechanisms, the screening of risks and the referral of employees to prevention initiatives offered:

    . by the health insurance fund, or by service providers funded by the health insurance fund or the State, within the framework of the health insurance branch;

    . within the scope of the "ATMP" (Occupational Accidents and Diseases) branch, and falling specifically under the National Technical Committee for the Metallurgy Sector;

  - Finally, specific actions not provided by the general scheme. Social benefits are also provided for regarding:

- Social assistance benefits—for example, in providing support to families in the event of a death;

- Support for caregivers, both through support for the employee to assume their status as a caregiver, in particular with regard to the development of their relationship with the person being cared for (for example, by providing social assistance benefits); and through assistance services for the guidance of the caregiver/care recipient pair, relating to the care recipient's medical and administrative pathway;

- The prevention of occupational exclusion through actions to help with the return to work or provide guidance regarding available support services, or to fund services aimed at fostering independence;

- Assistance for employees officially recognised by Social Security as being unfit for work: this assistance may take the form of cash benefits for those not receiving the temporary incapacity allowance (and the supplement thereto provided for in Article 17-1-F of Annex 9), and in-kind benefits for all affected employees.

Annex 10. List of national collective bargaining agreements and arrangements repealed or remaining in force

Amended by the Addendum of 11 July 2023 to the French National Collective Agreement ("CCN") of 7 February 2022 - Art. 35.

Pursuant to Article 183 of this Agreement, the following collective bargaining agreements and arrangements in particular have been repealed:

- Agreement of 10 July 1970 (Payment in monthly instalments);

- Agreement of 27 November 1970, on the scale showing guaranteed minimum salaries for engineers and executives;

- Agreement of 22 April 1971, on the reduction of working time in the metallurgy sector;

- Agreement of 12 January 1972, on the scale showing guaranteed minimum salaries for engineers and executives;

- National collective bargaining agreement for engineers and executives in the metals industries of 13 March 1972 (*IDCC* 0650);

- Agreement of 25 April 1972, on working time in the metallurgy sector;

- Agreement of 22 December 1972, on the scale showing guaranteed minimum salaries for engineers and executives;

- Agreement of 15 May 1973, on the reduction of working time in the metallurgy sector;

- Agreement of 20 December 1973, on the scale showing guaranteed minimum salaries for engineers and executives;

- National memorandum of understanding defining the provisions of collective agreements relating to supervisors and certain categories of employees, technicians, draftsmen and equivalent personnel of 13 September 1974;

- Agreement of 30 December 1974, on the scale showing guaranteed minimum salaries for engineers and executives;

- National memorandum of understanding defining the provisions of collective agreements relating to supervisors and certain categories of employees, technicians, draftsmen and equivalent personnel of 21 July 1975;

- Agreement of 21 July 1975, on classification;

- Agreement of 19 December 1975, on the scale showing guaranteed minimum salaries for engineers and executives;

- Agreement of 26 February 1976 on conditions governing travel;

- National memorandum of understanding of 26 July 1976, amending the national memorandum of understanding of 13 September 1974, defining provisions to be included in collective agreements for supervisors and certain categories of equivalent employees;

- Memorandum of 26 July 1976, on absenteeism in the context of payment in monthly instalments;

- Memorandum of 04 April 1977, on absenteeism in the context of payment in monthly instalments;

- Agreement of 19 December 1977, on the scale showing guaranteed minimum salaries for engineers and executives;

- National agreement of 19 July 1978, on the establishment of guaranteed annual remuneration;

- Agreement of 08 January 1979, on the scale showing guaranteed minimum salaries for engineers and executives;

- Agreement of 04 April 1979, relating to personnel in security and surveillance services;

- Agreement of 07 January 1980, on the scale showing guaranteed minimum salaries for engineers and executives;

- Agreement of 30 January 1980, on guarantees applicable to manual workers;

- National memorandum of understanding of 30 January 1980, modifying the national memorandum of

understanding defining the provisions of collective agreements relating to supervisors and certain categories of employees, technicians, draftsmen and equivalent personnel of 13 September 1974;

- Agreement of 26 March 1980, relating to personnel in security and surveillance services;

- Agreement of 18 December 1980, on the scale showing guaranteed minimum salaries for engineers and executives;

- Agreement of 16 December 1981, on the scale showing guaranteed minimum salaries for engineers and executives;

- Agreement of 23 February 1982, on working time;

- National memorandum of understanding of 23 April 1982, modifying the national memorandum of understanding defining the provisions of collective bargaining agreements relating to supervisors and certain categories of employees, technicians, draftsmen and equivalent personnel of 13 September 1974;

- Agreement of 10 June 1983, on the scale showing guaranteed minimum salaries for engineers and executives;

- National agreement of 13 July 1983, on the application of hierarchical minimum wage;

- Agreement of 09 January 1984, on the scale showing guaranteed minimum salaries for engineers and executives;

- Agreement of 03 January 1985, on the scale showing guaranteed minimum salaries for engineers and executives;

- Agreement of 07 January 1986, on the scale showing guaranteed minimum salaries for engineers and executives;

- Agreement of 16 December 1986, on the scale showing guaranteed minimum salaries for engineers and executives;

- Agreement of 21 December 1987, on the scale showing guaranteed minimum salaries for engineers and executives;

- Agreement of 09 December 1988, on the scale showing guaranteed minimum salaries for engineers and executives;

- Agreement of 06 December 1989, on the scale showing guaranteed minimum salaries for engineers and executives;

- National agreement of 25 January 1990, introducing various measures relating to qualifications and classifications in the metallurgy sector;

- Agreement of 20 December 1990, on the scale showing guaranteed minimum salaries for engineers and executives;

- Agreement of 17 December 1991, on the scale showing guaranteed minimum salaries for engineers and executives;

- Agreement of 15 December 1992, on the scale showing guaranteed minimum salaries for engineers and executives;

- Agreement of 14 December 1993, on the scale showing guaranteed minimum salaries for engineers and executives;

- Agreement of 12 December 1994, on the scale showing guaranteed minimum salaries for engineers and executives;

- Agreement of 12 December 1995, on the scale showing guaranteed minimum salaries for engineers and executives;

- Agreement of 26 November 1996, on the scope of professional application of national agreements in the metallurgy sector;

- Agreement of 05 December 1996, on the scale showing guaranteed minimum salaries for engineers and executives;

- National agreement of 28 July 1998, on the organisation of work in the metallurgy sector;

- Agreement of 28 September 1998, on the scale showing guaranteed minimum salaries for engineers and executives;

- National agreement of 29 January 2000, on the provisional revision of classifications in the metallurgy sector; - Agreement of 15 December 2000, on the scale of guaranteed minimum salaries for engineers and executives;

- Agreement of 12 December 2001, on the scale showing guaranteed minimum salaries for engineers and executives;

- National agreement of 3 January 2002, on night work;

- National Agreement of 26 February 2003, on health and safety in the workplace;

- Agreement of 14 April 2003, on the scale showing guaranteed minimum salaries for engineers and executives;

- Agreement of 19 December 2003, on the scale showing guaranteed minimum salaries for engineers and executives;

- Agreement of 21 December 2004, on the scale showing guaranteed minimum salaries for engineers and executives;

- National agreement of 25 November 2005, on information and communication in the metallurgy sector;

- Agreement of 20 December 2005, on the scale showing guaranteed minimum salaries for engineers and executives;

- National agreement of 3 March 2006, setting the rate for the revaluation of the elements allocated to the time savings account;

- Agreement of 14 December 2006, on the scale showing guaranteed minimum salaries for engineers and executives;

- Agreement of 13 December 2007, on the scale showing guaranteed minimum salaries for engineers and executives;

- National agreement of 26 April 2010, on the methods used for social dialogue in the metallurgy sector;

- Agreement of 22 December 2010, on the scale showing guaranteed minimum salaries for engineers and executives;

- Agreement of 25 January 2012, on the scale showing guaranteed minimum salaries for engineers and executives;

- Agreement of 05 March 2013, on the scale showing guaranteed minimum salaries for engineers and executives;

- Agreement of 22 January 2014, on the scale showing guaranteed minimum salaries for engineers and executives;

- Agreement of 27 January 2015, on the scale showing guaranteed minimum salaries for engineers and executives;

- Agreement of 28 January 2016, on the scale showing guaranteed minimum salaries for engineers and executives;

- Agreement of 23 September 2016, on employment in the metallurgy sector;

- National agreement of 20 January 2017, on the scale showing guaranteed minimum salaries for engineers and executives from 2017 onwards;

- National agreement of 13 July 2018, on the scale showing guaranteed minimum salaries for engineers and executives from 2018 onwards;

- National agreement of 08 January 2019, on the scale showing guaranteed minimum salaries for engineers and executives from 2019 onwards;

- National agreement of 05 February 2020, on the scale showing guaranteed minimum salaries for engineers and executives from 2020 onwards;

- National agreement of 22 January 2021, on the scale showing guaranteed minimum salaries for engineers and executives from 2021.

Pursuant to Article 183 of this Agreement, the following collective bargaining agreements are not repealed and continue to have effect beyond the entry into force of this Agreement:

- National agreement of 16 January 1979, on the scope of application of the national metallurgy agreements;

- National agreement of 23 September 2005. on the export assignment contract;

- National agreement of 12 December 2013, on the employment of persons with disabilities;

- National agreement of 08 April 2014, on gender equality in the workplace and the removal of gender-related remuneration gaps;

- National agreement of 29 June 2018, relating to the fixed-term employment contract and temporary work contracts in the metallurgy sector;

- Agreement of 19 December 2018, establishing the "Opco 2i" inter-industry skills operator;

- National agreement of 8 November 2019 on employment, apprenticeships and vocational training in the metallurgy industry, as amended by the Addendum of 22 November 2019;

- Agreement of 30 July 2020, on reduced activity for job retention in the metallurgy sector;

- National agreement of 11 January 2022 relating to open-ended project or operation-based contracts ("*contrats de chantier ou d'opération*") in the metallurgy industry.

Annex 11. List of autonomous territorial agreements and termination revision addendums signed before 2024 and applicable within the scope of the national metallurgy agreement

Created by Addendum of 03 November 2023 to the French National Collective Agreement ("CCN") of 7 February 2022 - Art. 4.

As part of the national sector agreement of 29 September 2021 accompanying the operational implementation of the negotiation of the development of the metallurgy sector system, certain territorial agreements have been signed within the scope of this collective bargaining agreement. This Annex sets out the list of these agreements. The Joint Territorial Bargaining Committees ("*CPTN*") have authority, in accordance with this Agreement, to monitor, interpret and amend these agreements.

- Ain (formerly *IDCC* 0914). Autonomous agreement of 13 June 2022 concluded within the scope of the collective bargaining agreement applicable to monthly salaries in the metallurgical industries in Ain

- Aisne (formerly *IDCC* 2542). Agreement of 6 July 2022 on the holiday bonus paid in the form of an annual remuneration supplement and on working conditions for pregnant women

- Ardennes (formerly *IDCC* 827). Agreement of 23 June 2023 on the holiday bonus and the home-to-work distance allowance applicable in the Ardennes *département*

- Aube (formerly *IDCC* 2294). Agreement of 24 June 2022 on the home-to-work distance allowance in Aube

- Charente-Maritime (formerly *IDCC* 0923). Agreement of 29 June 2022 on an additional day of rest (formerly, "sailing day") and a daytime meal allowance

- Corrèze (formerly *IDCC* 1274). Agreement of 21 June 2022 on the interim holiday bonus and the interim year-end bonus in the territory of Corrèze

- Doubs (formerly *IDCC* 3209). Agreement of 22 June 2022 on a daytime meal allowance and a holiday bonus

- Drôme-Ardèche (formerly *IDCC* 1867). Territorial agreement of 9 June 2022 on specific provisions for metallurgy sector employees in Drome-Ardèche

- Gard-Lozère (formerly *IDCC* 2126). Agreement of 24 March 2022 on the long service award

- Hérault, Aude, Pyrénées-Orientales (formerly *IDCC* 1577). Addendum of 4 October 2022 revising the territorial collectively agreed provisions concluded within the scope of the Hérault, Aude and Pyrénées-Orientales collective bargaining agreement for the metallurgical, electronic and related industries

- Ille-et-Vilaine and Morbihan (formerly *IDCC* 0863). Agreement of 24 June 2022 on the maintenance of the deferred payment bonus and incentive to maintain the transport allowance

- Isère and Hautes Alpes (formerly *IDCC* 2221). Agreement of 29 June 2022 on the maintenance of territorial provisions for employees of the metallurgy sector in Isère and Hautes-Alpes

- Isère and Hautes Alpes (formerly *IDCC* 2221). Agreement of 29 August 2022 on the maintenance of territorial provisions for employees of the metallurgy sector in Isère and Hautes-Alpes in terms of supplementary insurance schemes

- Jura (formerly *IDCC* 3231). Agreement of 27 June 2022 on a daytime meal allowance

- Loire-Atlantique (formerly *IDCC* 1369). Agreement of 1st July 2022 on daytime meal allowances and successive day shifts, trade union sections, trade union representatives, monitoring of the deployment of the national collective bargaining agreement for the metallurgy sector, dialogue as from 1st January 2024, public holidays and long weekends, and economic, social, environmental and trade union training leave.

- Loiret (formerly *IDCC* 1966). Agreement of 19 May 2022 on the maintenance of the particularities of the Loiret metallurgy collective bargaining agreement

- Haute-Marne and Meuse (ex *IDCC* 1315). Autonomous agreement of 7 July 2022 on the local public holiday

- Meurthe-et-Moselle (formerly *IDCC* 1365). Agreement of 29 June 2022 on specific provisions to promote the attractiveness of metallurgy in Meurthe-et-Moselle

- Moselle (formerly *IDCC* 0714). Agreement of 29 June 2022 on specific provisions to promote the attractiveness of metallurgy in Moselle

- Dunkirk region (formerly *IDCC* 1525). Autonomous agreement of 28 June 2022 maintaining significant differences on topics not dealt with by the sector's social partners

- Flanders Douaisis (formerly *IDCC* 1387). Territorial autonomous collective agreement of 10 June 2022 Flanders-Douaisis-Maubeuge (formerly *IDCC* 1813). Agreement of 28 June 2022 on the territorial specificities of the *district* of Avesnes

- Valenciennois Cambrésis (formerly *IDCC* 1592). Agreement of 24 June 2022 on the home-to-work distance allowance and Saint-Eloi

- Oise (formerly *IDCC* 2700). Agreement of 27 June 2022 on working conditions for pregnant women

- Paris region (formerly *IDCC* 0054). Agreement of 19 April 2022 on the introduction of a daytime meal allowance in companies within the scope of metallurgy in the Paris Region

- Pas-de-Calais (formerly *IDCC* 1472). Territorial autonomous collective agreement of 27 June 2022 of the metallurgical industries of Pas-de-Calais

- Clermont-Ferrand Puy-de-Dôme (formerly *IDCC* 1627). Addendum of 1st July 2022 revising the territorial collectively agreed provisions concluded within the scope of the collective bargaining agreement for employment in the metallurgical and mechanical engineering industries of Clermont-Ferrand and Puy-de-Dôme of 17 January 1992

- Haute-Saône (formerly *IDCC* 3053). Agreement of 22 June 2022 on a daytime meal allowance and a holiday bonus

- Saône et Loire (formerly *IDCC* 1564). Agreement of 13 May 2022 on the annual remuneration supplement

- Le Havre (formerly *IDCC* 0979). Agreement of 3 June 2022 on the daytime meal allowance in the metallurgical industries of the Le Havre *district*

- Rouen-Dieppe (formerly *IDCC* 1604). Agreement of 28 June 2022 on the transport allowance

- Seine-et-Marne (formerly *IDCC* 0911). Agreement of 19 April 2022 on the introduction of a daytime meal allowance in companies within the scope of Seine-et-Marne metallurgy

- Deux-Sèvres (formerly *IDCC* 1628). Agreement of 29 June 2022 establishing end-of-career leave

- Iron and Steel industry (formerly *IDCC* 2344). Autonomous agreement of 23 September 2022 on specific provisions to promote the attractiveness of the steel sector

- Somme (excluding Vimeu) (formerly *IDCC* 2980). Agreement of 22 July 2022 on the possibility of appointing an alternate trade union representative in companies with a workforce of between 50 and 999 employees

- Somme (excluding Vimeu) (formerly *IDCC* 2980). Agreement of 22 July 2022 on working conditions for pregnant women

- Vimeu (formerly *IDCC* 1164). Agreement of 12 July 2022 on the alternate trade union representative

- Belfort-Montbéliard (formerly *IDCC* 2755). Agreement of 27 June 2022 on a daytime meal allowance

- Vendée (formerly *IDCC* 2489). Addendum of 16 June 2022 revising the territorial collectively agreed provisions concluded within the scope of the collective bargaining agreement for the metallurgical and similar industries in Vendée

- Haute-Vienne Creuse (formerly *IDCC* 0937). Agreement of 20 June 2022 on the interim holiday bonus in the territory of Haute-Vienne and Creuse

- Vosges (formerly *IDCC* 2003). Agreement of 29 June 2022 on specific provisions to promote the attractiveness of metallurgy in Vosges.

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