

Joint Labour Committee for the food industry, subsector:

<u>Tinned meat, sausages, salted meat, smoked meat and meat derivatives,</u>

Guts factories (processing and treatment of rough and dry guts, calibrating and sticking included), Fat melting,

Poultry slaughterhouses,

Slaughterhouses and workshops for cutting meat

In accordance with European law, this document only contains provisions of collective labour agreements (CLA) which have been declared universally applicable within the meaning of Directive 96/71/EG, i.e., in Belgian Labour Law, conventional provisions made mandatory by Royal Decree, and which are criminally sanctioned in case of non-compliance.

For this reason, this document is regularly updated. It is recommended that posted workers and their employers consult the documents regularly during the period of posting. The date of the last update is indicated in the top right-hand corner.

This document is based on sectoral CLA's. The competent Joint Committee is therefore the one that can ultimately deliver a judgment about the right interpretation of its CLA's.

Only the Dutch and the French versions of the text of the decision to declare a provision universally binding (AVV Decision) has legal validity for the determination of rights and obligations.

The CLA's hereafter can be consulted on the site of the FPS ELSD in Dutch or in French: https://werk.belgie.be/nl/themas/paritaire-comites-en-collectieve-arbeidsovereenkomsten-caos/collectieve-4

 $\underline{\text{https://www.emploi.belgique.be/fr/themes/commissions-paritaires-et-conventions-collectives-detravail-cct/conventions-collectives-3}$

The sub-sectors are not official Joint Subcommittees (JSC). The following wage data are, however, included in the sectorial CLAs of the official Joint Bargaining Committee (JC 118).

Contents

1		Scope of application	3
2		Remuneration	
	2.1 W	age scale (gross)	
		Adults	
	1.	TINNED MEAT, SAUSAGES, SALTED MEAT, SMOKED MEAT AND MEAT	
	DER	RIVATIVES	4
	2.	GUTS FACTORIES (processing and treatment of rough and dry guts, calibrating and	
	stick	ring included)	5
	3.	FAT MELTING	6
	4.	POULTRY SLAUGHTERHOUSES	7
	5.	SLAUGHTERHOUSES AND WORKSHOPS FOR CUTTING MEATS	8
	212	Students	10



2.1.3 Job Classification	11
1. TINNED MEAT, SAUSAGES, SALTED MEAT, SMOKED MEAT AND MEAT	
DERIVATIVES	11
2. GUTS FACTORIES (processing and treatment of rough and dry guts, calibratin	g and
sticking included)	
3. FAT MELTING	14
4. POULTRY SLAUGHTERHOUSES	
5. SLAUGHTERHOUSES AND WORKSHOPS FOR CUTTING MEAT	16
2.2 Bonuses/Allocations	
2.2.1 Commun bonuses / allowances for all subsectors	17
Annual gross bonus	17
End-of-year bonus	18
6th and 7th performed day	20
Coldbonus	21
Overtime allowance	
2.2.2 Bonuses which are different depending on the sub-sector	24
 TINNED MEAT, SAUSAGES, SALTED MEAT, SMOKED MEAT AND MEAT 	
DERIVATIVES	
Shift work	
Night work	24
Work in refrigerated places	
Exercise bonus	
GUTS FACTORIES (processing and treatment of rough and dry guts, calibrating	
sticking included)	
3. FAT MELTING	
4. POULTRY SLAUGHTERHOUSES	
Shift work	
Night work	
Coldbonus	
5. SLAUGHTERHOUSES AND WORKSHOPS FOR CUTTING MEAT	
Shift work	
Night work	
Work in refrigerated places	
Reimbursement of Travel, Board and Lodging expenses	32
Travel expenses	
4 Working hours	



1 Scope of application

This file applies to enterprises governed by the Joint Labour Committee for the food industry 118, subsector:

Tinned Meat, sausages, salted meat, smoked meat and meat derivatives,

Guts factories (processing and treatment of rough and dry guts, calibrating and sticking included), Fat melting,

Poultry slaughterhouses,

Slaughterhouses and workshops for cutting meat,

for work performed in Belgium.

Institution and amendments

[0] R.D. 06.08.1973 M.D. 18.08.1973

[1] R.D. 07.07.1997 M.D. 20.08.1997

[2] R.D. 20.09.1999 M.D. 01.10.1999

[3] R.D. 07.05.2007 M.D. 31.05.2007

Article 1

Responsible for workers who perform mainly manual labour and their employers, namely the following activity sectors:

canned meat, sausages, salted meat, smoked meat, meat derivatives, workhouses for cutting meat, fat melting, guts factories, processing and handling of raw and dry guts, calibrating and sticking included, slaughterhouses, poultry slaughterhouses, poultry preserves.

Laboratories of Belgian food industries and food industries whose production is located abroad, even though they are legally separate entities;

The depots and / or trading divisions of Belgian food industries and food industries whose production is located abroad, provided that these activities are an integral part of a production or commercial activity, even though they are legally separate entities; destruction plants;

Co-ordination centres established pursuant to the Royal Decree no. 187 of December 30, 1982 concerning the establishment of co-ordination centres, forming a group with one or more other companies of which the activities mainly belong to the food industry

The joint labour committee is not competent for the companies assimilated to undertakings engaged exclusively in logistic activities on behalf of third parties as defined in the jurisdiction of the Joint Committee on transport and logistics, unless these activities are an integral part of a production or a trading activity.



2 Remuneration

2.1 Wage scale (gross)

January 2024 : indexation % : 1.83

CLA of 20 July 2011 (106 104) RD 27/01/2013 - BOG 19/03/2013 This CLA comes into effect on 1 January 2011 and is concluded for an indefinite period.

CLA of 25 October 2021 (168 673) RD 24/04/2022 - BOG 14/06/2022 This CLA comes into effect on 1 January 2021 and is concluded for an indefinite period.

2.1.1 Adults

1. TINNED MEAT, SAUSAGES, SALTED MEAT, SMOKED MEAT AND MEAT DERIVATIVES

HOURLY ARRANGEMENT (WEEKLY):38 h

Wage group			Seniority w	/age group	(months		
wage group	<12m	>=12	>=24	>=36	>=48	>=60	>=72
1	16.62	16.87	16.87	16.87	16.87	16.87	16.87
2	16.87	17.16	17.42	17.42	17.42	17.42	17.42
3	17.16	17.42	17.66	17.66	17.66	17.66	17.66
4	17.42	17.66	17.88	18.32	18.32	18.32	18.32
5	17.66	17.88	18.32	18.70	18.70	18.70	18.70
6	17.88	18.32	18.70	19.04	19.04	19.04	19.04
7	18.32	18.70	19.04	19.10	19.15	19.15	19.15
8	18.70	19.04	19.10	19.15	19.39	19.65	19.90

The seniority taken into account in the salary structure shall be calculated on the basis of all proven periods of employment within the same salary class. This seniority corresponds to the worker's increased experience and competence in his/her job.

The periods of employment within the same salary class shall include all activity periods and periods treated as such, as listed in Article 3, § 4 of the CLA of 18.12.2013 relating to the end-of-year bonus



(119 881/CO/118, RD 08.06.2014 – BOG 13.11.2014), regardless of the nature of the employment contract and including the periods of employment as a temporary worker in the company. However, only periods of employment within the same salary class occurring during the following reference periods shall be taken into account:

	Seniority within the salary class (months)						
	<12	≥12	≥24	≥36	≥38	≥60	≥72
Referte- periode	-	3 ans	5 ans	7 ans	9 ans	11 ans	13 ans

The progression shall apply from the first day of the pay period in which the required seniority has been reached.

In the event of promotion, the salary of the higher job class shall apply immediately. However, in the event of promotion to a higher salary class, there can be no loss of salary due to the loss of experience in the salary class.

CLA of 14 December 201 (172.636) RD 07/11/2022- BOG 28/03/2023

This CLA shall take effect on 1 January 2022 and shall cease to be in force on 31 December 2022. Thereafter, it shall be tacitly extended for successive periods of one year.

This CLA shall not apply if a CLA including an analytical job classification has been signed at company level

2. GUTS FACTORIES (processing and treatment of rough and dry guts, calibrating and sticking included)

SENIORITY (months): 0

Category	Hourly arrangement weekly		
Category	37u	38u	
1	16.31	15.96	
II	16.68	16.31	
Ш	16.91	16.50	
IV	17.28	16.91	
V	17.43	17.04	
VI	17.88	17.48	



SENIORITY (months): 6

Category	Hourly arrangement weekly		
Category	37u	38u	
I	16.83	16.48	
II	17.23	16.83	
Ш	17.48	17.04	
IV	17.82	17.48	
v	18.00	17.59	
VI	18.51	18.05	

The 6 months of service requirement shall be fulfilled on the day on which the sum of all periods of employment with the same employer over the last 2 years, whether interrupted or not, is at least 6 months.

- "Periods of employment" means the periods covered by:
- all employment contracts of any kind, even if their execution is suspended; and/or
- temporary employment contracts.

Remark:

The parties agree that this six-month period may include interrupted or uninterrupted periods of employment with the same employer within a reference period of two years. As soon as this 6-month requirement is met, it shall remain in effect for all subsequent periods of employment with that employer.

CLA of 14 December 2021 (172 635) RD 07/11/2022- BOG 28/03/2023

This CLA shall take effect on 1 January 2022 and shall cease to be in force on 31 December 2022. Thereafter, it shall be tacitly extended for successive periods of one year.

3. FAT MELTING

SENIORITY (months): 0

Catagory	Hourly arrangement weekly		
Category	37h	38h	
Assistant worker	17.40	16.99	
Experienced worker	17.95	17.52	
Skilled worker	18.57	18.22	

SENIORITY (months): 6



Cotomoni	Hourly arrangement weekly		
Category	37h	38h	
Assistant worker	17.94	17.55	
Experienced worker	18.54	18.16	
Skilled worker	19.21	18.78	

The 6 months of service requirement shall be fulfilled on the day on which the sum of all periods of employment with the same employer over the last 2 years, whether interrupted or not, is at least 6 months.

- "Periods of employment" means the periods covered by:
- all employment contracts of any kind, even if their execution is suspended; and/or
- temporary employment contracts.

Remark:

The parties agree that this six-month period may include interrupted or uninterrupted periods of employment with the same employer within a reference period of two years. As soon as this 6-month requirement is met, it shall remain in effect for all subsequent periods of employment with that employer.

CLA of 14 December 2021 (172.634) RD 08/01/2023- BOG 30/03/2023

This CLA shall take effect on 1 January 2022 and shall cease to be in force on 31 December 2022. Thereafter, it shall be tacitly extended for successive periods of one year.

4. POULTRY SLAUGHTERHOUSES

SENIORITY (months): 0

Cotogory	Hourly arrangement weekly
Category	38h
I	15.89
II	16.49
III	17.55



SENIORITY (months): 6

Cotomony	Hourly arrangement weekly	
Category	38h	
I	16.40	
II	17.02	
Ш	18.21	

The 6 months of service requirement shall be fulfilled on the day on which the sum of all periods of employment with the same employer over the last 2 years, whether interrupted or not, is at least 6 months.

- "Periods of employment" means the periods covered by:
- all employment contracts of any kind, even if their execution is suspended; and/or
- temporary employment contracts.

Remark:

The parties agree that this six-month period may include interrupted or uninterrupted periods of employment with the same employer within a reference period of two years. As soon as this 6-month requirement is met, it shall remain in effect for all subsequent periods of employment with that employer.

CLA of 14 December 2021 (172 637) RD 07/11/2022- BOG 28/03/2023
This CLA shall take effect on 1 January 2022 and shall cease to be in force on 31 December 2022.
Thereafter, it shall be tacitly extended for successive periods of one year.

5. SLAUGHTERHOUSES AND WORKSHOPS FOR CUTTING MEATS

SENIORITY (months): 0

	Hourly arrangement weekly		
Category	38h. first 5 days of the week (Monday to Friday)	38h. 5 days a week including Saturday	
Yard worker	16.35	16.94	
Assistant- workers	16.91	17.48	
Skilled workers	17.48	18.19	



	Hourly arrangement weekly		
Category	38h. first 5 days of the week (Monday to Friday)	38h. 5 days a week including Saturday	
Professional	18.06	18.76	
Cutter-boner	16.06	16.61	

SENIORITY (months): 6

	Hourly arrangement weekly				
Category	38h. first 5 days of the week (Monday to Friday)	38h. 5 days a week including Saturday			
Yard worker	16.89	17.51			
Assistant- workers	17.48	18.05			
Skilled workers	18.05	18.76			
Professional	18.65	19.35			
Cutter-boner	16.56	17.14			

SENIORITY (months): 12

Category	Hourly arrangemer	nt weekly
oategory	38h. first 5 days of the week (Monday to Friday)	38h. 5 days a week including Saturday
Cutter- boner	17.04	17.66



SENIORITY (months): 24

	Hourly arrangemen	nt weekly
Category	38h. first 5 days of the week (Monday to Friday)	38h. 5 days a week including Saturday
Cutter-boner	17.56	18.24

SENIORITY (months): 36

	Hourly arrangemen	nt weekly
Category	38h. first 5 days of the week (Monday to Friday)	38h. 5 days a week including Saturday
Cutter-boner	18.22	18.81

The 6 months of service requirement shall be fulfilled on the day on which the sum of all periods of employment with the same employer over the last 2 years, whether interrupted or not, is at least 6 months.

- "Periods of employment" means the periods covered by:
- all employment contracts of any kind, even if their execution is suspended; and/or
- temporary employment contracts.

Remark:

The parties agree that this six-month period may include interrupted or uninterrupted periods of employment with the same employer within a reference period of two years. As soon as this 6-month requirement is met, it shall remain in effect for all subsequent periods of employment with that employer.

CLA of 14 December 2021 (172 638) RD 15/12/2022- BOG 22/03/2023
This CLA shall take effect on 1 January 2022 and shall cease to be in force on 31 December 2022.
Thereafter, it shall be tacitly extended for successive periods of one year.

2.1.2 Students

Age	Percentages of the mentioned minimum			
18 and older	90%			
17	80%			
16	70%			
15	60%			



2.1.3 Job Classification

1. TINNED MEAT, SAUSAGES, SALTED MEAT, SMOKED MEAT AND MEAT DERIVATIVES

CLA of 12 December 2017 (144 659)

(R.D 09/06/2020 - Belgian Official Gazette 17/06/2020)

Classification of workers employed in subsector tinned meat, sausages, salted meat, smoked meat and meat derivatives.

CHAPTER I. Scope of application

Article 1 §3. This CLA shall not apply if a CLA including an analytical job classification has been signed at company level.

CHAPTER III. Validity

Art.3. This CLA comes into effect on 1 January 2018 and is concluded for an indefinite period.

Annex:

Order by function number

,,,	Function title		Class ORBA@PRO
00.06.07	Technician	Т	Class 8
00.00.07	automation	•	5.000
00.06.09	Technician heat/cold	Т	
00.06.02	Mechanic	T	Class 7
00.06.03	Production (line) technician	T	
00.06.04	Electrician	T	
00.06.05	Energy and fluid operator	T	
00.09.01	Production team manager	T	
00.09.02	Packaging team manager	T	
04.04.04	Production line operator	V	
00.05.03	Packaging		Class 6
	operator		
	(complex		
	installation)		
00.06.06	Water Purification Plant Oper	ator T	
00.06.08	Welder, pipefitter, assembler	Т	
00.08.03	Storekeeper Raw materials	Т	
00.08.04	Storekeeper Packaging mater	ial T	
00.08.05	Storekeeper Finished product	s T	
04.04.02	Cooking and Smoking Operato	or V	
04.04.03	Production operator	V	
04.05.01	Packaging line operator	V	
04.05.02	Slicer	V	
04.08.02	Meat receptionist	V	



00.05.02	Packaging T operator		Class 5	
00.06.01	Storekeeper Spare parts	Т		
00.07.01	Production laboratory technician	Т		
00.07.02	Quality controller	Т		
00.08.07	Driver	Т		
00.09.03	Loading/unloading team manager	Т		
04.04.01	Spice preparator	V		
04.04.05	Meat processor	V		
04.04.09	Brine operator	V		
04.04.11	Deboner	V		
04.04.12	Filler	V		
00.08.01	Forklift driver	Т	Class 4	
	warehouses			
00.08.02	Forklift driver internal transport	Т		
04.04.06	Meat trimmer	V		
04.04.08	Immersion operator	V		
04.04.10	Sharpener	V		
00.05.05	Palletiser	Т	Class 3	
	(automated)			
00.08.06	Order picker	Т		
04.04.07	Production support (manual)	V		
00.05.04	Palletiser T		Class 2	
	(manual)			
00.07.03	Cleaner (floors, rooms, sanitary			
	facilities) T			
00.07.04	Cleaner of production machines T			
04.04.13	Production worker (manual)* V			
00.05.01	Packager 1		Class 1	
	(manual)			



2. GUTS FACTORIES (processing and treatment of rough and dry guts, calibrating and sticking included)

Decision of 18 May 1953

(R.D. 18/08/1953 - Belgian Official Gazette 12/09/1953)

Classification of male and female workers employed in the guts and fat melting factories and the establishment of their minimum wage

I - Classification of male and female blue collar workers

Article 1. The classification of the male and female blue collar workers employed in the guts factories is determined as follows:

A. Guts factories:

- 1. Skilled male or female workers: should by their experience in the trade be capable to carry out the different guts processing operations usually carried out in the company.
- 2. Specialized male and female worker: who do not possess the skills required of the skilled workers, are expected to be capable to perform certain proceedings of the trade.
- 3. Assistant male and female worker are expected to be capable to perform simple proceeding of the trade, such as: reversing, rinsing, soaking, pasting and salting the guts.

III. Date entry into force

Art. 4. The provisions in Articles 1 to 3 shall enter into force on 1 May 1953.



3. FAT MELTING

CLA of 10 December 2019 (157.736)

(R.D. 17/09/2020 - Belgian Official Gazette 22/10/2020)

Job classification of the blue collar workers employed in the fat melting enterprises

CHAPTER II. classification

Art. 2. The classification of the male and female workers employed in the fat melting companies is determined as follows:

- Craftsmen:

wages of their profession

- Skilled workers

workman responsible for a production chain;

workman responsible for a packaging chain;

workman responsible for a production section;

workman responsible for the warehouse, in charge of monitoring weight and / or quality of crude fats; driver collector of crude fat, charged with monitoring the weight and / or quality of crude fats; driver responsible for money transactions;

fat melter.

- Experienced workers

conductor of a lift-truck;

escort responsible for money transactions;

driver deliverer without money transactions;

packager, in charge of monitoring weight;

escort in charge of monitoring weight and / or quality of crude fats;

assistant fat melter.

- Untrained workers

the unmentioned functions

CHAPTER III. Entry into force

Art.4. This CLA comes into effect on 10 December 2019 and is concluded for an indefinite period.



4. POULTRY SLAUGHTERHOUSES

CLA of 14 December 2021 (172.637)

(R.D. 07/11/2022 - B.O.G. 28/03/2023)

Pay and working conditions

CHAPTER II. Classification

Art. 2. The blue collar workers are subdivided into three categories:

Category I:

- Suspending after "chiller";
- Scruff cutting, detaching and cutting;
- Finishing plucking;
- Opening, cutting out the liver, depilation, stomachs and intestines cutting;
- Inserting the stomachs and packaging;
- Feeding the graders;
- Packaging;
- Sewing the boxes;
- Cutting + packaging;
- Fridge work (normal).

Category II:

- Suspending;
- Loading and unloading;
- Slaughtering
- Eviscerating;
- Pulling out the crops, and sucking out the lungs;
- Fridge work (deep freeze).

Category III:

- Collecting the chickens;
- Driver;
- Mechanic

CHAPTER IX. Validity

Art. 14. It shall take effect on 1 January 2022 and shall cease to be in force on 31 December 2022. Thereafter, it shall be tacitly extended for successive periods of one year.



5. SLAUGHTERHOUSES AND WORKSHOPS FOR CUTTING MEAT

CLA of 27 May 1987 (19 109)

(R.D. 27/09/1988 - Belgian Official Gazette 25/11/1988)

Determining the classification of the workers in slaughterhouses and workshops for cutting meat governed by the Joint Labour Committee of the food industry

Art. 2. The workers are subdivided into five categories, as follows:

- 1. courtyard workman: blue collar worker who does in no Circumstances take part in the slaughter process (cleaning the courtyard, the samples, the buildings, the vehicles, etc.)
- 2. assistant worker
 - a) blue collar worker helping in the slaughtering process;
 - b) fridge worker;
 - c) worker charged with loading vehicles;
- 3. Skilled worker
 - a) worker able to perform the entire slaughtering process;
 - b) skinner
 - c) splitter erector;
 - d) Supervisor
- 4 Craftsmen
- a) cleaver;
- b) truck driver;
- c) foreman;
- 5. cutter boners (based on the Royal Decree of 09/02/1981)
- a) worker cutting the fresh meat into pieces smaller than half carcasses of sheep, goats and pigs;
- b) worker who removes the bones in whole or in part or fresh meat;

Art.3. This CLA comes into effect on 1 June 1987 and is concluded for an indefinite period.



2.2 Bonuses/Allocations

2.2.1 Commun bonuses / allowances for all subsectors

Annual gross bonus

CLA of 15 September 2015 (130 431)

(Royal Decree 10/07/2016– Belgian Official Gazette 28/07/2016)

Wage Programming 2015-2016 concluded in the joint bargaining committee 118 for the food industry

CHAPTER III - Company Negotiations

Art. 3.

§ 2. Subject to the conclusion of a collective labour agreement an envelope of 0.3% of the payroll shall be granted to be used with respect to the legal framework for the negotiations 2015 - 2016.

CHAPTER IV - Gross Bonus

Art. 4.

§ 2. For the companies that have failed to apply Article 3, § 2 by 31 December 2015, an annual gross bonus of € 80 shall be granted, starting 1 January 2016, according to the terms defined in Chapter 2, 4 and 5 of the Collective Labour Agreement of 18 December 2013 relating to the end-of year bonus (119881/CO/118 Royal Decree of 8 July 2014, Belgian Official Gazette of 13 November 2014).

Chapter V. Duration

Art.5. This CLA comes into effect on 1 January 2016 and is concluded for an indefinite period.

CLA of 13 June 2017 (140.181)

(Royal Decree10/12/2017 - Belgian Official Gazette. 05/01/2018)

Wage programming 2017-2018

Chapter III. Gross premium

Art. 3. § 1. In the absence of a company agreement concluded in accordance with Article 4, § 3, a gross premium of EUR 55 will be granted for the first time from the reference period of January 1st to December 31st, 2017.

- § 2. This premium is added to the gross annual bonus of EUR 80 where it is already granted in accordance with the collective labour agreement of September 15th, 2015 relating to the 2015-2016 wage programming (130.431).
- § 3. Gross premiums are granted according to the terms set out in Chapters II, IV and V of the collective labour agreement of December 18th, 2013 relating to the end-of-year bonus (119.881).

Chapter V. Duration

Art.6. §1 This CLA comes into effect on 1 January 2017 and is concluded for an indefinite period.



End-of-year bonus

CLA of 19 April 2022 (174 716) (RD.19/03/2023– Belgian Official Gazette 05/05/2023) **End-of-year bonus**

CHAPTER II. Right to an end-of-year bonus

Art. 2

The Parties agree to grant an end-of-year bonus to blue collar workers with at least 1 month of service in the company

Art. 3.

- § 1. The blue collar workers are entitled to an end-of-year-bonus at the rate of one twelfth per month of effectively performed services during the calendar year the end-of-year bonus is related to.
- § 2. Without prejudice to the application of Article 2, shall be assimilated to one month of effectively performed services:
- The month of recruitment, if the recruitment occurs between the 1st and the 15th of the month;
- The month of retirement, if retirement occurs after the 15th of the month.
- § 3. Contrary to paragraph 1 of this Article, the months of unemployment with company allowance give until 31 December of the current year the right to a payment of 20% of the remaining end-of-year bonus.
- § 4. Shall be assimilated for the purposes of this article with effectively performed services, the absences due to:
- an industrial accident or occupational disease, giving rise to compensation. By industrial accident or occupational disease with partial temporary incapacity after a full temporary incapacity, the assimilation period is 12 months;
- 2. an accident or illness not referred to in the preceding paragraph. The assimilation period is 12 months;
- 3. maternity leave and any other statutory provision on maternity protection, breastfeeding breaks as provided for in the Collective Labour Agreement No. 80 of 27 November 2001 included.;
- 4. paternity leave provided for in the Labour Act of 16 March 1971 and the birth leave referred to in Article 30 § 2 of the Act of 3 July 1978 on employment contracts;
- 5. adoption leave;
- 6. Leave for foster care as specified in Article 30quater of the Act of 3 July 1978 on employment contracts;
- 7. Prophylactic leave;
- 8. brief absence;
- 9. fulfilling civic duties without pay;
- 10. performing a public office;
- 11. exercising the function of judge in social affairs;
- 12. fulfilling a trade-union mandate in compliance with the provisions of the collective labour agreement of 10 July 2009, concluded within the Joint Bargaining Committee for blue collar workers of the food industry on the Statute of the union representative:
- 13. of participation in days devoted to trade union training:
- 14. of participation in courses or study days devoted to social advancement, in courses or study days devoted to manual workers' education, including hours and/or days of paid educational leave and Flemish educational leave:
- 15. participation in a strike or lockout in accordance with the conditions specified in Article 16 of the Royal Decree of 30 March 1967 laying down the general rules implementing the acts regarding annual leave of employees (Belgian Official Gazette of 6 April 1967);
- 16 legal and conventional annual holidays;
- 17. public holidays and lieu days of public holidays:
- 18. days of temporary unemployment;
- 19. military obligations of the citizens of a country of the European Union.



CHAPTER III. Amount of the end-of-year bonus Art. 4.

- § 1. The calculation of the amount of the end-of-year bonus will be performed as well on the basis of the fixed remuneration as on the variable remuneration and on the benefits in kind that are subject to social security deductions. Bonuses or allowances granted as consideration of actual costs are not taken into account.
- § 2. The amount of the fixed remuneration equals 4 and 1 / 3rd weeks of gross hourly wages of December of the calendar year in which the end-of-year bonus. will be paid.
- § 3. Contrary to the preceding paragraph and in order to take into account the influence of campaign activities, the Parties agree that the gross hourly wage, to be taken into account for the payment of the end-of-year bonus by the employers and the blue collar workers of the sugar factories shall be calculated as follows:
- The first part equals 3/4 of the hourly wage that was due on 1 September of the current year;
- The other part equals 1/4 of the average hourly wage of November of the current year (including shift bonuses).
- § 4. The amount of the variable remuneration equals the monthly average of the contractual bonuses received from January till November of the calendar year in which the end-of-year bonus will be paid. The term "variable pay" is defined as: the contractual bonuses that are directly linked to the services performed by the blue collar worker, on which deductions are made for social security and periodicity of payment does not exceed one month.
- Art. 5. For each day of unauthorized absence, a certain percentage may be deducted from the amount of the end-of-year bonus determined by the Works' council, the union delegation or the work rules.

CHAPTER IV. Loss of the right to the end-of-year bonus Art. 6.

- § 1. Lose the right to an end-of-year bonus:
- The blue collar workers who voluntarily leave the company during the first year of service;
- The blue collar workers who are dismissed for an urgent reason.
- § 2. Are not regarded as voluntary departure by the blue collar worker:
- The departure of the worker following an action by the employer and which is equivalent to a termination of the employment contract;
- The termination of the contract due to force majeure as a consequence of an occupational disease or an industrial accident.

CHAPTER V Payment of the end-of-year bonus

Art. 7.

Unless other arrangements have been agreed upon within the company, the end-of-year bonus is paid:

- before 25 December of the current calendar year for workers employed on 1 December;
- for the other workers: at the moment they leave the company.

CHAPTER VI. Validity

Art.8. §2 This CLA comes into effect on 1 January 2022 and is concluded for an indefinite period.



6th and 7th performed day

CLA of 16 November 2001 (60 862) (RD. 28/09/2003 - Belgian Official Gazette 13/11/2003) Five Days Week

CHAPTER III. Principle of the five-day week

Art. 3

The timetables provided in the work rules divide, in principle, the maximum weekly working time over five days

CHAPTER IV. Exceptions

Art. 4.

Without prejudice to the provisions of the Labour Act relating to Sunday rest and work on public holidays the timetables may differ from the principle set out in Article 3 provided that there is an economic need for it and that at least one of the following reasons can be invoked:

- a) monitoring the company's premises;
- b) cleaning, repairing and maintaining, in so far as these activities are required for the regular continuation of the company activities;
- c) additional work outside of the production that is necessary for the regular resumption of the operations the next day;
- d) shift work to carry out work that should not be interrupted except for the bridge teams as provided for in Article 7 of the collective labour agreement of 30 March 1988 on the introduction of new working arrangements in companies;
- e) in case existing or pending collective labour agreement at company level regulate the derogation from the five-day week;
- f) if the employer calls in volunteers, provided a six-weeks' notice period is given in advance. Voluntariness must be in writing;
- g) if the employer calls in non-volunteers, after information of the works' council and / or the trade union delegation and provided a notice in advance of six weeks is given. In this case, the workers concerned may be employed up to six times per reference year for more than five days a week. The reference year is the calendar year or the 12 months period specified in the work rules or in a collective labour agreement for the compensatory rest for overtime or the application of the average working hours on a yearly basis.

Art. 5.

Performances, outside the five days established in the work rules are possible provided an economic necessity can be invoked and as far as the procedures for commissioning overtime hours are respected and the employer commissions overtime hours because of:

- a) work performed in order to cope with an occurred or imminent accident;
- b) urgent work on machinery or equipment;
- c) work required because of unforeseen circumstances as defined in the Article 26 of the Labour Act;
- d) work to prevent damage to raw materials or products;
- e) work to cope with an exceptional increase of work.

CHAPTER V. Bonus

Art. 6.

- § 1. The sixth and seventh performed day of the week entitle in principle to a bonus of 25% of the normal basic hourly wage, unless stipulated otherwise in existing or pending collective agreements concluded at company level. This bonus is not due either if it is integrated in a shift bonus or replaced by equivalent benefits.
- § 2. The sixth and seventh effectively performed day of a week, comprising a holiday or alternative holiday falling on a Monday, Tuesday, Wednesday, Thursday or Friday, entitle in principle to a bonus of 50% of the normal basic hourly wage, unless stipulated otherwise in existing or pending collective labour agreements concluded at company level. This bonus is not due if it is integrated in a team bonus or replaced by equivalent benefits in an enterprise agreement.



- § 3. The overtime allowance for overtime work performed on the sixth or seventh effectively performed day of the week is calculated on the normal basic hourly wage increased by the bonus determined in § 1 or 2.
- § 4. The worker remains entitled to the bonus provided for in this article when the performance of his employment contract is suspended during the first five working days of their working week.

CHAPTER VII. *Period of validity and transitional regime*Art.8. This CLA comes into effect on 1 January 2002 and is concluded for an indefinite period.

Coldbonus

CLA of 14 March 1991 (27 298) (RD. 18/09/1991 - Belgian Official Gazette. 31/10/1991) Granting of a cold bonus

Art. 2.

The male and female blue collar workers normally employed in refrigerator rooms or refrigerator trucks for transporting frozen products, are entitled to a wage supplement:

10% in refrigerator rooms or refrigerator trucks for frozen products (-18 ° C)

This allowance may possibly already have been conventionally arranged at the company level. (Egg. By means of a determination of the wages, scientific job classification).

Art.4

This CLA comes into effect on 1 January 1991 and is concluded for an indefinite period.



Overtime allowance

Collective Labour Agreement of 22 September 2017 (142 270) (RD. 25/03/2018 – Belgian Official Gazette 17/04/2018) Modernizing the working hours

Chapter III. Increasing the quota of overtime hours for which the worker may waive compensatory rest Art. 3.

- § 1. This chapter regulates the procedures to be followed in order to raise the quota of overtime hours for which the worker may waive compensatory rest in accordance with Article 26bis, §2bis of the labour act of 16 March 1971, to 130 hours or 143 hours.
- § 3. The provisions of this Collective Labour Agreement shall not affect the agreements already existing at company level at the time of the entry into force of this JLA and the number of overtime hours for which the worker may waive compensatory rest to 130 or 143 hours
- § 4. In companies where, prior to the entry into force of this collective labour agreement already existed an agreement allowing the quota of overtime hours for which the worker may waive compensatory rest to be increased to 130 hours, these limits may be raised immediately to 143 hours in accordance with the procedure laid down in the articles 4 and 5.

In companies where, prior to the entry into force of this Collective Labour Agreement no such an agreement existed, the quota of overtime to which the worker may waive compensatory rest may be raised in an initial phase to 130 hours and in a second phase to 143 hours, if it is found that the increase to 130 hours does not meet the labour organizational needs of the company. The increase should be done in accordance with the procedure laid down in Articles 4 and 5.

Art. 4

- § 1. If a trade union delegation exists in the company and within the limits of its competence, the increases set out in Article 3 are determined by a collective labour agreement in the sense of the Act of December 5, 1968 on the CLA and the joint committees, concluded with all the representative organizations represented in the trade union delegation.
- § 2. As of the filing of this collective labour agreement at the Registry of the Federal Public Service Employment Labour and Social Dialogue its provisions are automatically entered in the work rules to the extent that this entry is required pursuant to the provisions of Article 6 of the Act of April 8, 1965 establishing the work rules.

Art. 5.

In the absence of a competent trade union delegation the increases determined in Article 3 shall be established by:

• A collective labour agreement in the sense of the Act of 5 December 1968 on the CLA and joint committees. As of the filing of this collective labour agreement at the registry of the Federal Public Service Employment Labour and Social Dialogue its provisions are automatically entered in the work' rules to the extent that this introduction is required pursuant to the provisions of Article 6 of the Act of 8 April 1965 establishing the work rules. A copy of the Collective Labour Agreement shall be sent to the Joint Committee;

or

• Until 30 June 2017: by modifying the work rules in accordance with the procedure laid down in Article 5 § 3, 4 and 5 of above mentioned Royal Decree of 11 September 2013.

Joint comment

The social partners of the Joint Committee commit themselves to give judgment within two months of receipt of the file.

Chapter IV – Validity

Art. 6. § 1.



This collective labour agreement shall apply from 1 February 2017 and is made for an indefinite duration, with the exception of article 5, last indent, which will cease to be in force on 30 June 2017.



2.2.2 Bonuses which are different depending on the subsector

1. TINNED MEAT, SAUSAGES, SALTED MEAT, SMOKED MEAT AND MEAT DERIVATIVES

Shift work

CLA of 14 December 2021 (172 636) (R.D.07/11/2022- B.O.G 28/03/2023) Pay and working conditions

CHAPTER VII. Bonuses for shift work

Art. 10.

The workers who work in shifts from 6 am to 14 pm or from 14 pm to 22 pm are entitled to a bonus equal to a wage allowance of 10%.

Except when otherwise provided for in the work rules, the working hours of the teams are as follows:

- For the morning shift, from 6 am to 2 pm;
- For the afternoon shift, from 2 pm to 10 pm.

CHAPTER XI. Validity

Art.16§2.

It shall take effect on 1 January 2022 and shall cease to be in force on 31 December 2022.

Thereafter, it shall be tacitly extended for successive periods of one year.

Night work

CLA of 14 December 2021 (172 636) (R.D.07/11/2022- B.O.G 28/03/2023) Pay and working conditions

CHAPTER VI. Bonus for night work

Art 8

Contrary to the provisions of the Labour Act of March 16, 1971 the work carried out between 10 pm and 6 am is considered as night work.

Art.9

Night work entitles to a wage allowance of 20%. This bonus must be paid together with the normal wage.

CHAPTER XI. Validity

Art.16§2.

It shall take effect on 1 January 2022 and shall cease to be in force on 31 December 2022.

Thereafter, it shall be tacitly extended for successive periods of one year.



Work in refrigerated places

CLA of 14 December 2021 (172 636) (*R.D.07/11/2022*– *B.O.G 28/03/2023*) **Pay and working conditions**

CHAPTER VIII. Bonus for work in refrigerated places

Art. 11.

The workers occupied in refrigerated places are entitled, only for the hours spent there, to a wage allowance of:

- 5% when the temperature is below + 5 ° C;
- 10% when the temperature is below 18 degrees C. with a minimum of EUR 0.75.

CHAPTER XI. Validity

Art.16§2.

It shall take effect on 1 January 2022 and shall cease to be in force on 31 December 2022. Thereafter, it shall be tacitly extended for successive periods of one year.

Exercise bonus

CLA of 14 December 2021 (172 636) (R.D.07/11/2022- B.O.G 28/03/2023) Pay and working conditions

CHAPTER IV. Exercise bonus

Art. 6. § 1. The blue-collar worker who, by order of the employer, temporarily and functionally performs a function superior to his/her own function remains in his/her own salary class.

- § 2. The blue-collar worker receives an exercise bonus when the exercise of the function lasted a whole day of work. In this case, the exercise bonus is due for the entire duration of this exercise. This bonus is equal to the difference between the hourly wage of their own salary class and the hourly wage of the upper salary class for a seniority that the worker acquires in this higher class according to Article 4.
- § 3. The exercise bonus is not granted to the blue-collar worker for whom the possible temporary exercise of a function has already been taken into account when his/her function was classified.

CHAPTER XI. Validity

Art.16§2.

It shall take effect on 1 January 2022 and shall cease to be in force on 31 December 2022. Thereafter, it shall be tacitly extended for successive periods of one year.



2. GUTS FACTORIES (processing and treatment of rough and dry guts, calibrating and sticking included)

Shift work

Collective Labour Agreement of 14 December 2021 (172 635) (R.D. 07/11/2022 – B.O.G.28/03/2023) Pay and working conditions

CHAPTER V. Bonuses for shift work

Art. 9

A premium equal to a minimum hourly allowance of:

- 0.54 EUR shall be paid for work performed in the morning shift;
- 0.61 EUR shall be paid for work performed in the afternoon shift.

Except when otherwise provided for in the work rules, the working hours of the teams are as follows:

- For the morning shift, from 6 am to 2 pm;
- For the afternoon shift, from 2 pm to 10 pm.

CHAPTER V. Validity

Art.10§2.

It shall take effect on 1 January 2022 and shall cease to be in force on 31 December 2022. Thereafter, it shall be tacitly extended for successive periods of one year.

Night work

Collective Labour Agreement of 14 December 2021 (172 635) (R.D. 07/11/2022 – B.O.G.28/03/2023)

Pay and working conditions

CHAPTER IV. Premium for night work

Art. 7.

The night includes a period of 8 hours, unless it is otherwise provided for in the work' rules, ranging from 10 pm to 6 am.

Art. 8.

Night work entitles to an hourly allowance of 10%, with a minimum of 2.13 EUR per hour

CHAPTER V. Validity

Art.10§2.

It shall take effect on 1 January 2022 and shall cease to be in force on 31 December 2022. Thereafter, it shall be tacitly extended for successive periods of one year.



3. FAT MELTING

Shift work

Collective Labour Agreement of 14 December 2021 (172 634) (RD 08/01/2023 – BOG 30/03/2023) Pay and working conditions

CHAPTER V. Bonus for shift work

Art.9.

A minimum hourly allowance of 10%:is granted provided the work is carried out

- In the morning shift;
- In the afternoon shift.

Except when specified otherwise in the works' rules, the working hours of the teams are as follows:

- For the morning shift, from 6 am to 2 pm;
- For the afternoon shift, from 2 pm to 10 pm.

CHAPTER VI. Validity

Art.10§1.

It shall take effect on 1 January 2022 and shall cease to be in force on 31 December 2022. Thereafter, it shall be tacitly extended for successive periods of one year.

Night work

Collective Labour Agreement of 14 December 2021 (172 634 (RD 08/01/2023 – BOG 30/03/2023)

Pay and working conditions

CHAPTER IV. Premium for night work

Δrt 7

Notwithstanding the provisions of the Labour Act of March 16, 1971, the work carried out between 10 pm and 6 am is considered as night work.

Art. 8

Night work entitles to a wage allowance of 20%

CHAPTER VI. Validity

Art.10§1.

It shall take effect on 1 January 2022 and shall cease to be in force on 31 December 2022. Thereafter, it shall be tacitly extended for successive periods of one year.



4. POULTRY SLAUGHTERHOUSES

Shift work

CLA of 14 December 2021 (172 637)

(RD. 07/11/2022 - Belgian Official Gazette 28/03/2023)

Pay and working conditions

CHAPTER VI. Bonus for shift work

Art. 10.

A minimum bonus is awarded to an hourly allowance of 10% provided the work is carried out:

- In the morning shift, in so far as it is sequential and alternating;
- In the afternoon shift.

A minimum bonus is awarded to an hourly allowance of 0.54 EUR for work carried out in the morning team provided it is not sequential and alternating.

Except when the works' rules provide otherwise, the working hours of the teams are as follows:

- For the morning shift, from 6 am to 2 pm;
- For the afternoon shift, from 2 pm to 10 pm.

These bonuses cannot be combined with the bonus for night work provided for in Article 9.

CHAPTER IX. Validity

Art.13§2.

It shall take effect on 1 January 2022 and shall cease to be in force on 31 December 2022.

Thereafter, it shall be tacitly extended for successive periods of one year.

Night work

CLA of 14 December 2021 (172 637)

(RD. 07/11/2022 - Belgian Official Gazette 28/03/2023)

Pay and working conditions

CHAPTER V. Premium for night work

Art. 8.

The night includes a period of 8 hours, unless otherwise provided for in the works' rules, ranging from 10 pm to 6 am.

Art.9.

Night work entitles to an hourly allowance of 20%.

CHAPTER IX. Validity

Art.14.

It shall take effect on 1 January 2022 and shall cease to be in force on 31 December 2022.

Thereafter, it shall be tacitly extended for successive periods of one year.



Coldbonus

CLA of 14 December 2021 (172 637) (RD. 07/11/2022 – Belgian Official Gazette 28/03/2023) Pay and working conditions

CHAPTER VII. Coldbonus

Art. 11.

Workers who are usually occupied in refrigerated rooms or trucks, are entitled to an allowance of:

- 5% if the temperature in the rooms or trucks is lower than 5°;
- 10% in refrigerated rooms or vehicles for frozen products.

CHAPTER IX. Validity

Art.13§2.

It shall take effect on 1 January 2022 and shall cease to be in force on 31 December 2022.

Thereafter, it shall be tacitly extended for successive periods of one year.



5. SLAUGHTERHOUSES AND WORKSHOPS FOR CUTTING MEAT

Shift work

CLA of 14 December 2021 (172 638)

(RD. 15/12/2022 – Belgian Official Gazette 22/03/2023)

Pay and working conditions

CHAPTER V. Premiums for shift work

Art. 9

A minimum hourly allowance of:

- 0.54 EUR shall be paid for work performed in the morning shift;
- 0.61 EUR shall be paid for work performed in the afternoon shift.

Except when the works' rules provide otherwise, the working hours of the teams are as follows:

- For the morning shift, from 6 am to 2 pm;
- For the afternoon shift, from 2 pm to 10 pm.

These bonuses cannot be combined with the bonus for night work provided for by Article 8.

CHAPTER VII. Validity

Art.11§2

It shall take effect on 1 January 2022 and shall cease to be in force on 31 December 2022.

Thereafter, it shall be tacitly extended for successive periods of one year.

Night work

CLA of 14 December 2021 (172 638)

(RD. 15/12/2022 – Belgian Official Gazette 22/03/2023)

Pay and working conditions

CHAPTER IV. Premium for night work

Art. 7

The night includes a period of 8 hours, unless otherwise provided for in the works' rules, ranging from 10 pm to 6 am.

Art. 8.

Night work entitles to an hourly allowance of 10% with a minimum of 2.13 EUR per hour.

CHAPTER VII. Validity

Art.11§2.

It shall take effect on 1 January 2022 and shall cease to be in force on 31 December 2022.

Thereafter, it shall be tacitly extended for successive periods of one year.



Work in refrigerated places

CLA of 14 December 2021 (172 638)
Belgian Official Gazette 20/03/2023)
Pay and working conditions

CHAPTER VI. Bonus for work in refrigerated places Art. 11.

The workers who are usually occupied in refrigerated rooms or trucks are entitled to an allowance of:

- 5% if the temperature in the rooms or trucks is lower than 5 degrees Celsius;
- 10% in refrigerated rooms or vehicles for frozen products.

CHAPTER VII. Validity

Art.11§2.

It shall take effect on 1 January 2022 and shall cease to be in force on 31 December 2022.

Thereafter, it shall be tacitly extended for successive periods of one year.



3 Reimbursement of Travel, Board and Lodging expenses

As from 30 July 2020, the allowances will have to be paid to posted workers only under the conditions mentioned in Article 5, paragraph 1, subparagraph 2, of the Act of 5 March 2002 concerning the working, remuneration and employment conditions in case of posting of workers in Belgium and the monitoring thereof. In other words, they will only have to be paid when the posted workers have to move to or from their usual workplace in Belgium, or when they are temporarily sent by their employer from that workplace to another workplace).

On the other hand, they may not apply to travel between the country of origin and the workplace in Belgium.

Travel expenses

Applicable till 27 December 2023:

CLA of 18 January 2022 (173 498) (RD 03/02/2023 – BOG 30/03/2023) Employers' intervention in the travel expenses

CHAPTER II. Intervention of the employer

Art. 2 The employer's intervention in the travel expenses of manual workers is fixed as follows:

a) Transport by rail (Société nationale des chemins de fer belges):

The employer's intervention in the price of the ticket used is calculated on the basis of the SNCB's train card fares. The intervention amounts to 80% on average of the price of the train card.

Annex 1 contains the amounts applicable from 1st February 2022. Each year, this scale will be automatically adjusted in proportion to the increase in rail fares.

b) Public transport other than railways:

In the case of public transport other than railways, the employer's intervention in the price of subscriptions for journeys, shall be determined in accordance with the arrangements set out below:

- when the transport price is proportional to the distance, the employer's intervention in the price of the ticket used is calculated on the basis of the SNCB's train card fares. The intervention amounts to 80% on average of the price of the train card. This scale is set out in appendix 1 of this collective labour agreement;
- where the price is fixed, irrespective of the distance, the employer's intervention is determined on a fixed basis and amounts to 80% of the price actually paid by the worker, without however exceeding the amount of the employer's contribution for a distance of 7 kilometres (cf. scale in Appendix 1).

Each year, this scale will be automatically adjusted in proportion to the increase in rail fares.

c) Travel by bicycle:

The workers who completely or partially travel by bicycle will receive a bicycle allowance of 0.24 EUR per kilometre travelled (round trip, between home and work) for the full distance from 1st January 2020.

There are three types of "bicycles":

- The cycle:



Any vehicle with two or more wheels:

- which is operated by muscular force, (by means of pedals or handles);
- or which is equipped with an electrically assisted motor of up to 250 W offering no support from 25 km/h (or less if the rider stops pedalling).

- The motorized cycle:

Any vehicle with two, three or four wheels with pedals:

- which is equipped with an auxiliary electric propulsion mode whose primary purpose is to assist pedalling and whose power supply is interrupted when the vehicle reaches a maximum speed of 25 km/h, excluding the cycles referred to above.

The maximum continuous rated power of the electric motor is 1 kW

- The speed pedelec:

Any two-wheeled vehicle with pedals (with the exception of the motorized cycles):

- which is equipped with an electric auxiliary propulsion mode whose primary purpose is to assist pedalling and whose power supply is interrupted when the vehicle reaches a maximum speed of 45 km/h.

The maximum continuous rated power of the electric motor is 4 kW.

Joint comment

With a view to the fiscal and parafiscal exemption of this allowance, the employer shall take the necessary measures to be able to establish with certainty the number of journeys actually made by bicycle and the amount of the bicycle allowance, exempt from social security contributions and taxes.

The allowance provided for in this article 2 c) is indeed a bicycle allowance and not a moped allowance. It also does not apply to the persons who go to work on foot.

d) Other means of transport:

The employer's intervention shall be calculated on the basis of the scale set out in Appendix 2 of this collective labour agreement for the period from 1st February 2022, provided that the distance by the shortest route between the point of departure and the point of arrival is at least 1 kilometre.

Each year, this scale will be automatically adjusted in proportion to the increase in rail fares. As a result of this adjustment, the amount of the employer's intervention each year is 70% on average of the price of the train card for the same distance.

In the case of carpooling, the employer's intervention for the driver is equal to the intervention for rail transport (see scale in Appendix 1) .

CHAPTER III. Timing of reimbursement

Art. 3. Reimbursement of the transport costs referred to in this collective labour agreement shall be made at least once a month.

Art. 4. Without prejudice to the provisions of this collective labour agreement, the more favourable conditions for transport and reimbursement of transport costs at company level shall be maintained.

Art. 5. The practical arrangements for the implementation of this collective labour agreement shall be determined at company level.

CHAPTER IV. Duration of validity

Art. 6. It takes effect on 1 February 2022 and is concluded for an indefinite period. (



Annex 1: from 1st February 2022

Amount of the employer's intervention						
	Public transport - Carpooling					
KM	Rail flex	Per week/	Per months	Per 3 months	Per year	
0-1	7.68	_	25.60	71.20	255.00	
2	8.48	-	28.40	79.20	282.00	
3	9.28	10.60	30.80	86.40	310.00	
4	10.08	11.50	33.60	94.40	337.00	
5	10.96	12.40	36.40	102.50	365.00	
6	11.60	13.20	38.80	109.00	388.00	
7	12.32	14.00	40.80	115.00	411.00	
8	13.04	14.80	43.20	121.50	434.00	
9	13.76	15.60	45.60	128.00	458.00	
10	14.40	16.40	48.00	134.50	481.00	
11	15.12	17.20	50.40	141.00	504.00	
12	15.84	18.00	52.80	148.00	527.00	
13	16.56	18.80	55.20	154.50	551.00	
14	17.20	19.60	57.60	161.00	574.00	
15	17.92	20.40	60.00	167.00	598.00	
16	18.64	21.20	62.40	173.50	621.00	
17	19.36	22.00	64.80	180.00	644.00	
18	20.00	22.80	66.40	187.00	667.00	
19	20.80	23.60	68.80	193.50	690.00	
20	21.60	24.40	71.20	200.00	714.00	
21	22.00	25.20	73.60	206.00	738.00	
22	22.80	26.00	76.00	213.00	761.00	
23	23.60	26.80	78.40	219.00	784.00	
24	24.40	27.60	80.80	226.00	807.00	
25	24.80	28.40	83.20	233.00	830.00	
26	25.60	29.20	85.60	239.00	854.00	
27	26.40	30.00	88.00	246.00	877.00	
28	27.20	30.80	90.40	252.00	900.00	
29	27.60	31.60	92.00	258.00	924.00	
30	28.40	32.40	94.40	265.00	947.00	
31-33	29.60	33.60	98.40	276.00	985.00	
34-36	31.20	35.60	104.00	292.00	1,042.00	
37-39	32.80	37.60	109.50	308.00	1,099.00	
40-42	34.80	39.60	116.00	324.00	1,157.00	
43-45	36.40	41.60	121.50	340.00	1,214.00	
46-48	38.00	43.20	127.00	356.00	1,271.00	
49-51	40.00	45.60	133.00	372.00	1,328.00	
52-54	40.80	46.40	137.00	383.00	1,369.00	
55-57	42.40	48.00	141.00	394.00	1,410.00	
58-60	43.20	49.60	145.00	406.00	1,450.00	
61-65	44.80	51.20	150.50	422.00	1,505.00	
66-70	47.20	53.60	157.50	440.00	1,572.00	
71-75	49.60	56.00	164.00	459.00	1,640.00	
76-80	51.20	58.40	171.00	478.00	1,708.00	
81-85	53.60	60.80	177.50	498.00	1,776.00	
86-90	55.20	63.20	184.00	516.00	1,844.00	
91-95	57.60	64.80	191.00	535.00	1,912.00	
95-100	59.20	67.20	197.50	554.00	1,979.00	



61.60	69.60	205.00	F74.00	
	03.00	205.00	574.00	2,047.00
63.20	72.00	211.00	592.00	2,115.00
65.60	74.40	218.00	611.00	2,183.00
67.20	76.80	225.00	630.00	2,251.00
69.60	79.20	232.00	650.00	2,319.00
72.00	81.60	238.00	668.00	2,386.00
73.60	84.00	246.00	687.00	2,454.00
76.00	86.40	252.00	706.00	2,522.00
77.60	88.00	259.00	726.00	2,590.00
80.80	91.20	269.00	752.00	2,686.00
81.60		273.00	763.00	2,726.00
84.00		279.00	782.00	2,794.00
85.60		286.00	802.00	2,862.00
88.00		293.00	820.00	2,930.00
89.60		300.00	839.00	2,998.00
92.00		306.00	858.00	3,066.00
94.40		314.00	878.00	3,134.00
96.00		320.00	896.00	3,202.00
98.40		327.00	915.00	3,269.00
100.00		334.00	934.00	3,337.00
	65.60 67.20 69.60 72.00 73.60 76.00 77.60 80.80 81.60 84.00 85.60 88.00 89.60 92.00 94.40 96.00 98.40	65.60 74.40 67.20 76.80 69.60 79.20 72.00 81.60 73.60 84.00 76.00 86.40 77.60 88.00 80.80 91.20 81.60 84.00 85.60 88.00 89.60 92.00 94.40 96.00 98.40	65.60 74.40 218.00 67.20 76.80 225.00 69.60 79.20 232.00 72.00 81.60 238.00 73.60 84.00 246.00 76.00 86.40 252.00 77.60 88.00 259.00 81.60 273.00 84.00 279.00 85.60 286.00 88.00 293.00 89.60 300.00 92.00 306.00 94.40 314.00 98.40 327.00	65.60 74.40 218.00 611.00 67.20 76.80 225.00 630.00 69.60 79.20 232.00 650.00 72.00 81.60 238.00 668.00 73.60 84.00 246.00 687.00 76.00 86.40 252.00 706.00 77.60 88.00 259.00 726.00 80.80 91.20 269.00 752.00 81.60 273.00 763.00 84.00 279.00 782.00 85.60 286.00 802.00 88.00 293.00 820.00 89.60 300.00 839.00 92.00 306.00 858.00 94.40 314.00 878.00 96.00 320.00 896.00 98.40 327.00 915.00

Annex 2 : from 1st February 2022

	,	Amount of the em	ployer's interven	tion		
	Personal transport					
KM	Railflex	Per week/	Per month	Per 3 months	Per year	
1	9.24	6.72	22.40	62.30	223.30	
2	9.24	7.42	24.85	69.30	247.10	
3	9.24	8.12	26.95	75.60	270.90	
4	10.08	8.82	29.40	82.60	294.70	
5	10.85	9.59	31.85	89.60	319.20	
6	11.55	10.15	33.95	95.20	339.50	
7	12.25	10.78	35.70	100.80	359.80	
8	12.95	11.41	37.80	106.40	380.10	
9	13.65	12.04	39.90	112.00	400.40	
10	14.35	12.60	42.00	117.60	420.70	
11	15.05	13.23	44.10	123.20	441.00	
12	15.75	13.86	46.20	129.50	461.30	
13	16.45	14.49	48.30	135.10	482.30	
14	17.15	15.05	50.40	140.70	502.60	
15	17.85	15.68	52.50	146.30	522.90	
16	18.55	16.31	54.60	151.90	543.20	
17	19.25	16.94	56.70	157.50	563.50	
18	19.95	17.50	58.10	163.80	583.80	
19	20.65	18.20	60.20	169.40	604.10	
20	21.35	18.90	62.30	175.00	624.40	
21	22.05	19.25	64.40	180.60	645.40	
22	22.75	19.95	66.50	186.20	665.70	
23	23.45	20.65	68.60	191.80	686.00	
24	24.15	21.35	70.70	197.40	706.30	



25	24.85	21.70	72.80	203.70	726.60
26	25.55	22.40	74.90	209.30	746.90
27	26.25	23.10	77.00	214.90	767.20
28	26.95	23.80	79.10	220.50	787.50
29	27.65	24.15	80.50	226.10	808.50
30	28.35	24.85	82.60	231.70	828.80
31-33	29.40	25.90	86.10	241.50	861.70
34-36	31.15	27.30	91.00	255.50	912.10
37-39	32.90	28.70	95.90	269.50	961.80
40-42	34.65	30.45	101.50	283.50	1,012.20
43-45	36.40	31.85	106.40	297.50	1,061.90
46-48	37.80	33.25	111.30	311.50	1,112.30
49-51	39.90	35.00	116.20	325.50	1,162.00
52-54	40.60	35.70	119.70	335.30	1,197.70
55-57	42.00	37.10	123.20	345.10	1,233.40
58-60	43.40	37.80	126.70	355.60	1,269.10
61-65	44.80	39.20	131.60	368.90	1,316.70
66-70	46.90	41.30	137.90	385.00	1,375.50
71-75	49.00	43.40	143.50	401.80	1,435.00
76-80	51.10	44.80	149.80	418.60	1,494.50
81-85	53.20	46.90	155.40	435.40	1,554.00
86-90	55.30	48.30	161.00	451.50	1,613.50
91-95	56.70	50.40	167.30	468.30	1,673.00
95-100	58.80	51.80	172.90	485.10	1,731.80
101-105	60.90	53.90	179.20	501.90	1,791.30
106-110	63.00	55.30	184.80	518.00	1,850.80
111-115	65.10	57.40	191.10	534.80	1,910.30
116-120	67.20	58.80	196.70	551.60	1,969.80
121-125	69.30	60.90	203.00	568.40	2,029.30
126-130	71.40	63.00	208.60	584.50	2,088.10
131-135	73.50	64.40	214.90	601.30	2,147.60
136-140	75.60	66.50	220.50	618.10	2,207.10
141-145	77.00	67.90	226.80	634.90	2,266.60
146-150	79.80	70.70	235.20	658.00	2,349.90
151-155		71.40	238.70	667.80	2,385.60
156-160		73.50	244.30	684.60	2,444.40
161-165		74.90	250.60	701.40	2,503.90
166-170		77.00	256.20	717.50	2,563.40
171-175		78.40	262.50	734.30	2,622.90
176-180		80.50	268.10	751.10	2,682.40
181-185		82.60	274.40	767.90	2,741.90
186-190		84.00	280.00	784.00	2,801.40
191-195		86.10	286.30	800.80	2,860.20
196-200		87.50	291.90	817.60	2,919.70



Applicable from 28 December 2023:

CLA of 17 January 2023 (178 052) (RD 15/06/2023 – BOG 18/12/2023) Employers' intervention in the travel expenses

CHAPTER II. Intervention of the employer

Art. 2 The employer's intervention in the travel expenses of manual workers is fixed as follows:

a) Transport by rail (Société nationale des chemins de fer belges):

The employer's intervention in the price of the ticket used is calculated on the basis of the SNCB's train card fares. The intervention amounts to 80% on average of the price of the train card.

Annex 1 contains the amounts applicable from 1st February 2023.

Each year, this scale will be automatically adjusted in proportion to the increase in rail fares.

b) Public transport other than railways:

In the case of public transport other than railways, the employer's intervention in the price of subscriptions for journeys, shall be determined in accordance with the arrangements set out below:

- when the transport price is proportional to the distance, the employer's intervention in the price of the ticket used is calculated on the basis of the SNCB's train card fares. The intervention amounts to 80% on average of the price of the train card. This scale is set out in appendix 1 of this collective labour agreement;
- where the price is fixed, irrespective of the distance, the employer's intervention is determined on a fixed basis and amounts to 80% of the price actually paid by the worker, without however exceeding the amount of the employer's contribution for a distance of 7 kilometres (cf. scale in Appendix 1).

Each year, this scale will be automatically adjusted in proportion to the increase in rail fares.

c) Travel by bicycle:

The workers who completely or partially travel by bicycle will receive a bicycle allowance of 0.24 EUR per kilometre travelled (round trip, between home and work) for the full distance from 1st January 2020.

There are three types of "bicycles":

- The cycle:

Any vehicle with two or more wheels:

- which is operated by muscular force, (by means of pedals or handles);
- or which is equipped with an electrically assisted motor of up to 250 W offering no support from 25 km/h (or less if the rider stops pedalling).

- The motorized cycle:

Any vehicle with two, three or four wheels with pedals:

- which is equipped with an auxiliary electric propulsion mode whose primary purpose is to assist pedalling and whose power supply is interrupted when the vehicle reaches a maximum speed of 25 km/h, excluding the cycles referred to above.

The maximum continuous rated power of the electric motor is 1 kW

- The speed pedelec:

Any two-wheeled vehicle with pedals (with the exception of the motorized cycles):

- which is equipped with an electric auxiliary propulsion mode whose primary purpose is to assist pedalling and whose power supply is interrupted when the vehicle reaches a maximum speed of 45 km/h

The maximum continuous rated power of the electric motor is 4 kW.



Joint comment

With a view to the fiscal and parafiscal exemption of this allowance, the employer shall take the necessary measures to be able to establish with certainty the number of journeys actually made by bicycle and the amount of the bicycle allowance, exempt from social security contributions and taxes.

The allowance provided for in this article 2 c) is indeed a bicycle allowance and not a moped allowance. It also does not apply to the persons who go to work on foot.

d) Other means of transport.

The employer's intervention shall be calculated on the basis of the scale set out in Appendix 2 of this collective labour agreement for the period from 1st February 2023, provided that the distance by the shortest route between the point of departure and the point of arrival is at least 1 kilometre.

Each year, this scale will be automatically adjusted in proportion to the increase in rail fares. As a result of this adjustment, the amount of the employer's intervention each year is 70% on average of the price of the train card for the same distance.

In the case of carpooling, the employer's intervention for the driver is equal to the intervention for rail transport (see scale in Appendix 1) .

CHAPTER III. Timing of reimbursement

Art. 3. Reimbursement of the transport costs referred to in this collective labour agreement shall be made at least once a month.

Art. 4. Without prejudice to the provisions of this collective labour agreement, the more favourable conditions for transport and reimbursement of transport costs at company level shall be maintained.

Art. 5. The practical arrangements for the implementation of this collective labour agreement shall be determined at company level.

CHAPTER IV. Duration of validity

Art. 6. It takes effect on 1 February 2023 and is concluded for an indefinite period. (



Annex 1: from 1st February 2023

Amount of the employer's intervention						
	Public transport - Carpooling					
KM	Per week	Railflex	Per months	Per 3 months	Per year	
0-1	8.40	-	28.00	78.40	280.00	
2	9.28	-	30.80	86.40	310.00	
3	10.16	11.60	34.00	95.20	340.00	
4	11.12	12.60	36.80	103.00	370.00	
5	12.00	13.60	40.00	112.00	400.00	
6	12.80	14.50	42.40	119.00	426.00	
7	13.52	15.40	44.80	126.50	451.00	
8	14.32	16.20	48.00	133.50	477.00	
9	15.04	17.10	50.40	141.00	502.00	
10	15.84	18.00	52.80	148.00	528.00	
11	16.56	18.90	55.20	155.00	554.00	
12	17.36	19.80	57.60	162.50	579.00	
13	18.16	20.80	60.80	169.50	605.00	
14	18.88	21.60	63.20	176.00	630.00	
15	19.68	22.40	65.60	183.00	655.00	
16	20.40	23.20	68.00	190.50	681.00	
17	21.20	24.00	70.40	197.50	706.00	
18	22.00	24.80	73.60	205.00	732.00	
19	22.80	26.00	76.00	212.00	758.00	
20	23.60	26.80	78.40	219.00	783.00	
21	24.40	27.60	80.80	226.00	809.00	
22	25.20	28.40	83.20	234.00	834.00	
23	26.00	29.20	86.40	241.00	860.00	
24	26.40	30.40	88.80	248.00	886.00	
25	27.20	31.20	91.20	255.00	911.00	
26	28.00	32.00	93.60	262.00	937.00	
27	28.80	32.80	96.00	270.00	962.00	
28	29.60	33.60	98.40	277.00	988.00	
29	30.40	34.40	101.50	284.00	1014.00	
30	31.20	35.60	104.00	291.00	1039.00	
31-33	32.40	36.80	108.00	302.00	1081.00	
34-36	34.40	38.80	114.50	320.00	1143.00	
37-39	36.00	40.80	121.00	338.00	1206.00	
40-42	38.00	43.20	127.00	355.00	1269.00	
43-45	40.00	45.60	133.00	373.00	1332.00	
46-48	41.60	47.20	139.00	390.00	1394.00	
49-51	44.00	49.60	145.50	408.00	1458.00	
52-54	44.80	51.20	150.50	421.00	1502.00	
55-57	46.40	52.80	154.50	433.00	1546.00	
58-60	48.00	54.40	159.00	446.00	1591.00	
61-65	49.60	56.00	165.00	462.00	1651.00	
66-70	52.00	59.20	173.00	483.00	1726.00	
71-75	53.60	61.60	180.00	504.00	1800.00	
76-80	56.00	64.00	187.00	525.00	1874.00	
81-85 86-90	58.40	66.40	195.00	546.00	1949.00	
$\alpha c \alpha \Delta$	60.80	68.80	202.00	566.00	2023.00	



96-100	64.80	74.40	218.00	608.00	2172.00
101-105	67.20	76.80	225.00	629.00	2246.00
106-110	69.60	79.20	232.00	650.00	2321.00
111-115	72.00	81.60	239.00	670.00	2396.00
116-120	74.40	84.00	247.00	692.00	2470.00
121-125	76.00	86.40	254.00	713.00	2545.00
126-130	78.40	89.60	262.00	734.00	2619.00
131-135	80.80	92.00	270.00	754.00	2694.00
136-140	83.20	94.40	277.00	775.00	2768.00
141-145	85.60	96.80	284.00	796.00	2842.00
146-150	88.80	101.00	294.00	825.00	2946.00
151-155	89.60		299.00	838.00	2991.00
156-160	92.00		306.00	858.00	3066.00
161-165	94.40		314.00	879.00	3140.00
166-170	96.80		322.00	900.00	3215.00
171-175	98.40		329.00	921.00	3290.00
176-180	100.80		336.00	942.00	3364.00
181-185	103.20		344.00	962.00	3438.00
186-190	105.60		351.00	983.00	3513.00
191-195	108.00		358.00	1005.00	3587.00
196-200	109.60		366.00	1026.00	3662.00

Annex 2 : from 1st February 2023

	,	Amount of the em	ployer's interven	tion		
KM	Personal transport					
	Railflex	Per week/	Per month	Per 3 months	Per year	
1	10.15	7.35	24.50	68.60	245.00	
2	10.15	8.12	26.95	75.60	270.90	
3	10.15	8.89	29.75	83.30	297.50	
4	11.06	9.73	32.20	90.30	323.40	
5	11.90	10.50	35.00	98.00	350.00	
6	12.67	11.20	37.10	104.30	372.40	
7	13.44	11.83	39.20	110.60	394.80	
8	14.21	12.53	42.00	116.90	417.20	
9	14.98	13.16	44.10	123.20	439.60	
10	15.75	13.86	46.20	129.50	462.00	
11	16.52	14.49	48.30	135.80	484.40	
12	17.29	15.19	50.40	142.10	506.80	
13	18.20	15.89	53.20	148.40	529.20	
14	18.90	16.52	55.30	154.00	550.90	
15	19.60	17.22	57.40	160.30	573.30	
16	20.30	17.85	59.50	166.60	595.70	
17	21.00	18.55	61.60	172.90	618.10	
18	21.70	19.25	64.40	179.20	640.50	
19	22.75	19.95	66.50	185.50	662.90	
20	23.45	20.65	68.60	191.80	685.30	
21	24.15	21.35	70.70	198.10	707.70	
22	24.85	22.05	72.80	204.40	730.10	
23	25.55	22.75	75.60	210.70	752.50	



24	26.60	23.10	77.70	217.00	774.90
25	27.30	23.80	79.80	223.30	797.30
26	28.00	24.50	81.90	229.60	819.70
27	28.70	25.20	84.00	235.90	842.10
28	29.40	25.90	86.10	242.20	864.50
29	30.10	26.60	88.9	248.50	886.90
30	31.15	27.30	91.00	254.80	909.30
31-33	32.20	28.35	94.50	264.60	945.70
34-36	33.95	30.10	100.10	280.00	1000.30
37-39	35.70	31.50	105.70	295.40	1055.60
40-42	37.80	33.25	111.30	310.80	1110.20
43-45	39.90	35.00	116.20	326.20	1165.50
46-48	41.30	36.40	121.80	341.60	1220.10
49-51	43.40	38.50	127.40	357.00	1275.40
52-54	44.80	39.20	131.60	368.20	1313.90
55-57	46.20	40.60	135.10	378.70	1353.10
58-60	47.60	42.00	139.30	389.90	1392.30
61-65	49.00	43.40	144.20	404.60	1444.80
66-70	51.80	45.50	151.20	422.80	1509.90
71-75	53.90	46.90	157.50	441.00	1575.00
76-80	56.00	49.00	163.80	459.20	1640.10
81-85	58.10	51.10	170.80	477.40	1705.20
86-90	60.20	53.20	177.10	495.60	1770.30
91-95	62.30	55.30	183.40	513.80	1835.40
96-100	65.10	56.70	190.40	532.00	1900.50
101-105	67.20	58.80	196.70	550.20	1965.60
106-110	69.30	60.90	203.00	568.40	2030.70
111-115	71.40	63.00	209.30	586.60	2096.50
116-120	73.50	65.10	216.30	605.50	2161.60
121-125	75.60	66.50	222.60	623.70	2226.70
126-130	78.40	68.60	228.90	641.90	2291.80
131-135	80.50	70.70	235.90	660.10	2356.90
136-140	82.60	72.80	242.20	678.30	2422.00
	84.70		248.50	696.50	2422.00
141-145 146-150	88.20	74.90 77.70	257.60	721.70	2578.10
	00.20				
151-155 156-160		78.40 80.50	261.80 268.10	732.90 751.10	2617.30
					2682.40 2747.50
161-165		82.60	275.10	769.30	
166-170		84.70	281.40	787.50	2813.30
171-175		86.10	287.70	805.70	2878.40
176-180		88.20	294.00	823.90	2943.50
181-185		90.30	301.00	842.10	3008.60
186-190		92.40	307.30	860.30	3073.70
191-195		94.50	313.60	879.20	3138.80
196-200		95.90	320.60	897.40	3203.90



4 Working hours

Average actual weekly working hours over the whole year: 38 h.

CLA of 30 March 1988 (20 608) – RD 16/01/1989 - BOG 02/02/1989, modified by CLA of 30 April 1999 (51 282)

CLA of 30 March 1988 comes into effect on 1 June 1987 for an indefinite period. CLA of 30 April 1999 comes into effect on 1 January 1999 for an indefinite period.

10 Public Holidays (Royal Decree 18 April 1974 art.1):

New Year's Day (1/1)
Easter Monday
Labour Day (1/5)
Ascension
Whit Monday
National Holiday (21/7)
Ascension (15/8)
All Saints day (1/11)
Armistice Day (11/11)
Christmas (25/12)

More information on the site of the FPS ELSD:

https://employment.belgium.be/en/themes/international/posting/working-conditions-be-respected-case-posting-belgium/public-holidays

20 Legal Holidays (in five-day system) :

The legal holidays which the worker is entitled to, shall be calculated annually as a function of the sum of the number of worked days and equivalent days in the holiday service year.

More information on the site of the FPS ELSD:

 $\underline{https://employment.belgium.be/en/themes/international/posting/working-conditions-be-respected-case-posting-belgium/minimum-paid}$