Joint Committee for furniture and wood processing industry  
(JC 126)

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:

Contents
1 Scope of application ........................................................................................................... 2
2 Remuneration ...................................................................................................................... 4
2.1 Wage scale (gross) ........................................................................................................... 4
  2.1.1 Adults ....................................................................................................................... 4
  2.1.2 Salary scales for the young ....................................................................................... 4
  2.1.3 Job classification and seniority ................................................................................. 5
2.2 Bonuses/Allocations ......................................................................................................... 7
  Loyalty premium ................................................................................................................. 7
  Extra pay when the work is organized in successive shifts ............................................. 8
  Sunday work ...................................................................................................................... 9
  Saturday work ................................................................................................................... 10
  Extra pay .......................................................................................................................... 11
  - Well-being code » benefit ......................................................................................... 14
  Allowance "Availability time" ......................................................................................... 15
3 Reimbursement of Travel, Board and Lodging expenses .................................................. 16
  Subsistence allowance ..................................................................................................... 16
4 Working hours ................................................................................................................... 17
1 Scope of application

This sheet applies to companies which, for activities carried out in Belgium, fall within the scope of the Joint committee for furniture and wood processing industry.

Institution and amendments

(0) R.D. 18.05.1973 B.O.G. 25.07.1973
(3) R.D. 11.03.1987 B.O.G. 19.03.1987
Errata B.O.G. 09.10.1987
Errata B.O.G. 18.11.1987
(5) R.D. 07.05.2007 B.O.G. 31.05.2007

Article 1.

competent for the blue-collar workers and the employers of the following types of activity or enterprises:
1° production and finish of furniture and its lining, regardless of the technique used, except metal furniture;
"furniture" shall refer to any object or equipment as part of a home or any other building, including:
a) seats,
b) children's, garden, school, beach, camping, laboratory, clinic, kitchen, church, office, radio and television furniture,
c) isothermal furniture,
d) choppers and butchery furniture,
e) counters, f) pianos, organs, harmoniums and other wooden musical instruments,
2° assembly and finish of rubber mat or a similar replacement material, provided that these activities take place in furniture manufacturing companies;
3° manufacture of wooden objects intended for construction, provided that the principal activity of the company is the manufacture of such items and that the applicable working conditions in companies belonging to the Joint committee for construction apply to the workers dealing with the laying of the aforementioned wooden items;
4° production of panels, floors, triplex, multiplex, laminated wood and improved wood panels;
5° manufacture of coffins;
6° rental and/or laying of all materials, except for sound, image, signaling and lighting equipment, for the organization of fairs, exhibitions, festivities;
7° manufacture, regardless of the technique used, rental and/or setting of stands, theater, festivals or television sets, galleries;
8° manufacture of crates, clogs, barrels, woodwork items and carts; 9° basketry, including any manufacture of items made of wicker, rattan, rush or of any other replacement material;
10° processing of wood fuel;
11° manufacture of items made of cork or agglomerated cork;
12° manufacture, trade and installation of frameworks and mouldings;
13° manufacture of brushes and paintbrushes, including the preparation of fibers and hair;
14° manufacture of sporting goods, including items for pigeon racing, gymnastics and fishing, made of wood, rattan or of any other replacement material ;
15° the wholesale and/or retail, including import and export, of non-metallic furniture, with or without finishing, delivery, installation, maintenance and repair, provided that the company does not belong to the remit of the Joint committee for large retail companies or of the Joint Committee for department stores ;
16° production of toys and prams unless the frame is made of metal, plastic or any other replacement material and the shaping or the assembly of these aforementioned objects require technical or professional knowledge specific to metal, mechanical and electrical structures;
17° woodturning; the manufacturing, among others, of:
a) heels and forms made of wood or substitutes,
b) accessories made of wood or substitutes for the textile industry,
c) wooden pipes,
d) ladders,
e) coat stands and racks,
f) wooden models,
g) pulleys,
h) other small objects made of wood, wood flour or any other substitute, provided that the shaping of these objects requires a technical or professional knowledge specific to wood processing;
18° manufacture of plugs, except for metal or plastic caps;
19° furniture storage, provided that this activity is not an annex to a transport activity and that this activity has an inseparable link with a production or trade activity;
20° manufacture of wood fiber and wood wool fibers;
21° manufacture or production by third parties, regardless of the technique used, or trade and this, at any stage of finishing, of packaging, mostly made of wood, of panels of wood fiber, chipboard or plywood panel, such as boxes, ridges, fruit and vegetable crates, pallets, cable reels, barrels, partition walls or any other item directly or indirectly connected to the aforementioned examples of packaging;

for the purposes of paragraph l, is meant by "companies that let third parties produce packaging", the businesses primarily engaged in manufacturing packaging which, for this purpose, partially resort to subcontractors;
recovery, storage, provided that this activity has an inseparable link of a production or trade activity, repair, lease or trade of packaging referred to in paragraph l or let carry out these activities by third parties;

companies, excluding those within the remit of the Joint committee for harbours, whose workers are primarily engaged in the manufacture, regardless of the technique used and in any stage of finishing, of industrial packaging, mainly made of wood, of panels of wood fiber, chipboard or plywood panels, for the storage, transport or distribution of goods;

22° rental of areas for exhibitions, fairs, festivals, exhibitions, whether permanent or not, of goods, demonstrations of any kind whatsoever;
23° organization of stands, exhibitions and fairs.
The joint committee is not responsible for the enterprises classified in the same category as enterprises performing exclusively logistics activities on behalf of third parties as defined in the scope of the Joint committee for Transport and Logistics, except if these activities are an integral part of a production or trading activity;
2 Remuneration

2.1 Wage scale (gross)

July 2020: indexation %: 0.6 %

CLA of 11 September 2019 (153.887) RD 22/06/2020 - BOG 31/07/2020
This CLA comes into effect on 1 July 2019 and is concluded for an indefinite period.

2.1.1 Adults

From 21 years on

<table>
<thead>
<tr>
<th>Category</th>
<th>Salary (€)</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>15,3860</td>
</tr>
<tr>
<td>II</td>
<td>14,9770</td>
</tr>
<tr>
<td>III</td>
<td>14,5840</td>
</tr>
<tr>
<td>IV</td>
<td>14,1470</td>
</tr>
<tr>
<td>V</td>
<td>13,7000</td>
</tr>
</tbody>
</table>

2.1.2 Salary scales for the young

Blue-collar workers employed under student employment contract and following full-time education receive the wage of category V according to the following percentages:

<table>
<thead>
<tr>
<th>Age</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>16</td>
<td>61%</td>
</tr>
<tr>
<td>17</td>
<td>70%</td>
</tr>
<tr>
<td>18</td>
<td>78%</td>
</tr>
<tr>
<td>19</td>
<td>86%</td>
</tr>
<tr>
<td>20</td>
<td>90%</td>
</tr>
</tbody>
</table>
Young people employed within the framework of part-time education receive the guaranteed wage of category V according to the following percentages:

<table>
<thead>
<tr>
<th>Age</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>16</td>
<td>68%</td>
</tr>
<tr>
<td>17</td>
<td>77%</td>
</tr>
<tr>
<td>18</td>
<td>86%</td>
</tr>
<tr>
<td>19</td>
<td>95%</td>
</tr>
<tr>
<td>20</td>
<td>100%</td>
</tr>
</tbody>
</table>

2.1.3 **Job classification and seniority**

**CLA of 27 September 1978 (5.314)**
(R.D. 06/03/1979 - B.O.G. 01/05/1979)

**Tasks classification**

**CHAPTER II. General points**

Art. 2. This tasks classification is a general basis as well as a minimum basis, which applies to all companies. During the development of the tasks classification by sub-sector and/or company, the following provisions shall at least be considered.

Art. 3. The application of this collective labour agreement is made on the company's plan in consultation with the trade union delegation. In the absence of such a delegation, it takes place in consultation with the entrepreneur and the workers. Both parties may be assisted by the representative delegates of the workers and employers, who have signed this collective labour agreement, represented in the Joint committee for furniture and wood processing industry.

Art. 4. A monitoring joint committee “Tasks classification” is established within the Joint committee for furniture and wood processing industry.

**CHAPTER III. System of tasks classification**

A. Number of categories

Art. 5.
The tasks are divided into five main categories. The category V coincides at least with the lowest listed salary in the collective labour agreement setting the pay and work conditions.

D. Description of the categories

Art. 8.
Category V: all general tasks requiring no adjustment period.
Category IV: all tasks that require a period of adjustment. This adjustment period can last up to 2 months; it may be continuous or discontinuous. During the adjustment period, the minimum wage provided for Category V must at least be paid.

Category III: all tasks of which implementation requires skill, dexterity and training.

Category II: all jobs that require a special professional knowledge (specialization) and ability, for an independent execution. For the fulfilment of the required conditions in order to complete the task properly, a period of maximum 3 months is necessary, during which the minimum wage of Category III must at least be paid. This period may be continuous or discontinuous.

Category I: tasks that require from the blue-collar worker a professional knowledge and a complete independent execution.

CHAPTER VII. Final provisions.
Art.21. This CLA comes into effect on 1 July 1978 and is concluded for an indefinite period.
2.2 **Bonuses/Allocations**

**Loyalty premium**

CLA of 6 December 2017 (144.373)
(R.D.17/08/2018 - B.O.G 29/08/2018.)

*Fixing the amount and terms of granting and payment of additional social benefits by the Subsistence fund for the furniture and wood processing industry*

Article 1. Pursuant to Article 2 of the statutes, last amended by the collective labour agreement of 20 June 2012 (reg. n°111889), made mandatory by Royal decree of 23 May 2013, Belgian Official Gazette of October 8th, 2013, the following benefits, paid by the fund, are granted: a. o. l. a loyalty premium;

"Worker" shall refer to the female and male workers.

**Chapter I Loyalty premium**

Art. 2. A loyalty premium is granted to the workers employed in one or more companies belonging to the remit of the Joint committee for furniture and wood processing industry during the reference period. "Reference period" shall refer to the period ranging from July 1st of the previous year to June 30th included of the current year. The loyalty premium is granted every year in the month of December of the current year.

Art. 3. From the granting year 2012 on, the loyalty premium is calculated on the basis of 8,85 % of gross wages to not limited 108 %, earned during the reference period.

Art. 4. The amount of the loyalty premium is calculated on the gross salaries of 108% listed on the quarterly reports to the National social security office. The minimum amount per payment document is set at 24.78 euros net. If the loyalty premium does not reach 24.78 euros net, no payment document is issued.

Art. 5. The fund establishes a personal document for each person entitled to it. The documents are sent before 5 December of the current year to the last known employer with whom the worker worked on the last day of the reference period. As soon as it is received, the employer delivers the document to the beneficiary. These documents mention the unlimited gross wages earned by the worker with the concerned employers of the sector during the reference period.

Art. 6. In principle, the loyalty premium is payable from 6 December of the year for which the advantage is due. The effective payment date is set for each current year by the joint management committee.

Art. 7. Beneficiaries who are members of one of the interprofessional organizations representing the workers, federated nationally and represented in the Joint committee for furniture and wood processing industry, file their document with their workers organization to get paid. The other beneficiaries file their document directly with the Fund.

Art. 8. The document remains valid for 5 years. The documents presented for payment after 15 December of the fifth year following the current year for which the document is issued are no longer valid.
Chapter XIII. Validity
Art 51. This CLA is concluded for an indefinite period and comes into effect on 1 October 2017, with the exception of those articles for which a different date of application is provided.

Extra pay when the work is organized in successive shifts

CLA of 11 September 2019 (153 887)
(R.D.22/06/2020 - B.O.G. 31/07/2020)
Pay and work conditions, replacing the CLA of 6 November 2013

Chapter I - Scope
Article 1
The present collective labour agreement applies to employers and blue-collar workers of companies belonging to the remit of the Joint committee for furniture and wood processing industry and engaged in the bonds of a labour contract for blue-collar workers or employment contract for home workers. "Blue-collar worker" shall refer to male and female workers.

Chapter V - Granting of extra pay when the work is organized in successive shifts
Art. 11.
Because of the inconvenience of rotating shift work, the workers referred to in Article 1 are entitled to the payment of an extra pay, which is fixed as follows:

<table>
<thead>
<tr>
<th>Working hours between</th>
<th>Hourly pay supplement</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 and 21 o'clock or 6 and 22 o'clock</td>
<td>7.5 %</td>
</tr>
<tr>
<td>21 and 5 o'clock or 22 and 6 o'clock (night work)</td>
<td>22.5 %</td>
</tr>
</tbody>
</table>

These supplements do not apply to companies already granting similar supplements, either in percentage or under another form. When working in successive shifts, work on Saturdays must end at 13 o'clock at the latest. The more favourable conditions enjoyed by the blue-collar workers of some companies are maintained.

Art. 12.
The workers referred to in Article 11 also benefit, per workday, from a break of fifteen minutes counted on the duration of their work performance and paid as working time.

Art. 13.
For workers engaged in other forms of work organization than those referred to in Article 11 and which are inconvenient and for which a derogation by Royal decree or decision of the Joint committee is required, similar pay conditions will be set on company level.

Chapter VII - Social peace
Art. 18. This collective labour agreement comes into force on January 1st 2019 and ceases to be in force on 1st January 2021.
Sunday work

CLA of 6th July 2015 (128.970)
(R.D. 25/12/2016 - B.O.G.14/02/2017)

Easing of the working time

Chapter I - Scope

Article 1.
This collective labour agreement applies to the employers and blue-collar workers of companies belonging to the remit of the Joint committee for furniture and wood processing industry.

Art. 2.
In addition, it is concluded as an enforcement of the Act of 26 July 1996 on the promotion of employment and the preventive safeguarding of competitiveness (Belgian Official Gazette of 1 Augustus 1996) and the Royal decree of 24 February 1997 (Belgian Official Gazette of 11 March 1997).

Chapter IV. - New work systems in accordance with collective labour agreement n°42 concluded within the National Labour Council

Art. 13. Sunday work
§ 1. Stands builders
Workers responsible for the building of stands for national or international fairs may be asked to work on Sunday, provided that the activities fall within the remit of the Joint committee for furniture and wood processing industry.

§ 2. Transport
The transport activities within the framework of international transport can take place from Sunday 12 o'clock on, provided there is an agreement on this matter on company level.

§ 3.
In a company wishing to implement Sunday work as provided in paragraphs 1 and 2, similar pay conditions to those provided for in Article 13 of the Collective labour agreement of 27 April 2005 on pay and working conditions will be fixed.

Chapter VII. Duration of application
Art. 21. Duration of application
This CLA is concluded for an indefinite period and comes into effect on 1 January 2015.
Saturday work

CLA of 6th July 2015 (128.970)
(R.D. 25/12/2016 - B.O.G.14/02/2017)

Easing of the working time

Chapter I - Scope

Article 1.
This collective labour agreement applies to the employers and blue-collar workers of companies belonging to the remit of the Joint committee for furniture and wood processing industry.

Art. 2.

In addition, it is concluded as an enforcement of the Act of 26 July 1996 on the promotion of employment and the preventive safeguarding of competitiveness (Belgian Official Gazette of 1 Augustus 1996) and the Royal decree of 24 February 1997 (Belgian Official Gazette of 11 March 1997).

Chapter IV. New work systems in accordance with collective labour agreement n°42 concluded within the National Labour Council

Art. 11. Saturday work

§ 1. By way of derogation from Article 8 of the collective labour agreement of 26 March 2003 about the working time, it is possible to work on Saturday.

§ 2. The activities performed on Saturday must be the subject of the company agreement referred to in Article 18.

§ 3. In a company wishing to implement Saturday work according to the conditions provided in paragraph 2, similar pay conditions to those provided for in Article 13 of the Collective labour agreement of 27 April 2005 on pay and working conditions will be fixed.

Art. 12.
Saturday work is also possible when all or part of the activities of a company are organized in the 4-day week system, in accordance with the procedure laid down in Article 18 and with the approval of the Joint committee.

Chapter VII. Duration of application

Art. 21. Duration of application

This CLA is concluded for an indefinite period and comes into effect on 1 January 2015.
Extra pay

CLA of 6th November 2013 (118.488)
(R.D. 22/05/2014 - B.O.G. 05/09/2014)

Transport activities

Article 1.
This collective labour agreement applies to the workers appointed to transport activities in companies belonging to the remit of the Joint committee for furniture and wood processing industry and to their employers.

It is concluded in implementation of Regulation (EEC) n° 3820/85 of 20 December 1985 on harmonization of certain provisions of a social nature for transport by road, Directive n° 2002/15/EC on the organization of working time of persons performing mobile activities in transport by road, the law of 16 March 1971 (Labour law), the Royal decree of 10 August 2005 made pursuant to Art. 19, paragraph 3 of this law and the law of 17 March 1987 on the introduction of alternative work arrangements.

Art. 2. Workers engaged in transport activities
« Workers engaged in transport activities » shall refer to blue-collar workers (m/f), truck drivers and conveyors, in possession of a category C and CE driving licence.
"Transport activities" shall refer to : the transport of goods on behalf of the company or on behalf of companies in the same group, the loading and unloading of these goods, the administrative activities related to the transport activities covered.

Art. 3. Working time :
The maximum limits of the working time for workers belonging to the scope of this collective labour agreement are:
- 12 hours a day ;
- 48 hours per week or 92 hours over two weeks;
- 520 hours per quarter ;
- it is only possible to derogate to these limits through a company collective labour agreement. In this case, the weekly and quarterly limits above are not applicable.

Unless derogation by company collective labour agreement, the average weekly working hours of the workers referred to in Article 2 on an annual basis is 40 hours. In accordance with the collective labour agreement of 15 June 2011 (reg. n° 104748) concluded within the Joint committee for furniture and wood processing industry regarding working time, made mandatory by the Royal decree of 20 December 2012 (Belgian Official Gazette of 18 January 2013), 16 days of compensation are granted. However, in a company, the work schedules applying to the workers referred to in Article 2 on the date on which this agreement comes into force remain valid until the expiry date provided for or until they are amended.

Art. 5. Extra pay
The extra pay is due to the worker as soon as one of the higher limits of working time as defined in Article 3 are exceeded or whenever more than 60 hours of compensatory rest has to be taken.

Art. 11. Period of validity
This CLA is concluded for an indefinite period and comes into effect on 1 January 2014.

CLA of 6th July 2015 (128.970)
(R.D. 25/12/2016 - B.O.G. 14/02/2017)

Easing of the working time
Chapter I - Scope
Article 1.
This collective labour agreement applies to the employers and blue-collar workers of companies belonging to the remit of the Joint committee for furniture and wood processing industry.

Art. 2.
In addition, it is concluded as an enforcement of the Act of 26 July 1996 on the promotion of employment and the preventive safeguarding of competitiveness (Belgian Official Gazette of 1 Augustus 1996) and the Royal decree of 24 February 1997 (Belgian Official Gazette of 11 March 1997).

Chapter II. - General provisions
The provisions of this Chapter shall apply to the Chapters III and IV of this Agreement

Art. 3. Average working time
§ 1. The effective conventional working hours are set at 37 h 20 a week on average.

§ 2. In compliance with the collective labour agreement of 15 June 2011 concerning working hours (registration number 104748), made mandatory by Royal decree of 20 December 2012 (Belgian Official Gazette of 18 January 2013), the working time has to be applied in the company according to one of the following ways:
- 40-hour week and 16 days of compensation
- 39-hour week and 10 days of compensation
- 38-hour week and 4 days of compensation
- 37.20-hour week without any day of compensation.

§ 3. The weekly working time applied within the company has to be respected on average over the year. This reference period begins on 1 July of one year and ends on 30 June of the following year. When the company departs from this reference period, the work regulations shall indicate the beginning and the end of the 12-month period during which the average weekly working time should be performed.

§ 4. Overtime hours
When overtime work is performed in compliance with the law, regardless of whether they are performed according to an alternating schedule or not, the worker has the right to not recover these hours and this, for a maximum of 143 additional hours per year.
Whatever the choice of the worker is, those hours will be paid pursuant to Article 29 of the Act of 16 March 1971.

§ 5. Goods transport: driving staff
The Royal Decree of 10 August 2005 (Belgian Official Gazette of 5 September 2005) and the sectorial collective labour agreement for transport activities of 6 November 2013 replacing the CLA of 15 June 2011, the RD of 5 December 2012, Belgian Official Gazette of 28 February 2013 (reg. n° 104750), are fully applicable to the driving staff, employed for the transport of goods.

Art. 4. Hour credit of 91 hours
During the reference period as defined in Article 3 § 3, the total length of the services provided may not, at any time except in cases provided for in Article 7, exceed the average length of services by more than 91 hours, performed during the same reference period, multiplied by the number of weeks or parts of weeks already elapsed during the reference period.

Chapter III. - Schedules pursuant to art. 20bis of the Labour Law (Law of 16 March 1971)
Art 5. Daily and weekly limits
Exceeding the normal schedules of the company is possible within the following limits.
§ 1. Daily limit
The number of hours that can be performed under or beyond the daily limit of work, as determined in the normal schedule, may not exceed two hours per day.
In any case, the daily working time may not exceed 9 hours.

§ 2. Weekly limit
The number of hours that can be performed under or beyond the weekly limit of work, as determined in the normal schedule, may not exceed five hours per week.
In any case, the weekly working time may not exceed 45 hours.

§ 3. Saturday work (production)
The Saturday production work is limited to a maximum of 12 Saturdays, on the basis of 5 hours per Saturday.

Art. 7. Hour credit of 143 hours
Time credit as provided for in Article 4 may be increased to 143 hours, only in the cases specified in Art. 25 and 26 § 1.3 of the Labour Act of 16 March 1971, amended by the Act of 3 July 2005.

Art. 9. Payment
The payment of hours worked in addition to the normal working hours is made when they are recovered. Provided that these hours are within the limits defined in Article 4, they do not entitle to the payment of extra pay.

Chapter IV. New work systems in accordance with collective labour agreement n°42 concluded within the National Labour Council
Art. 10. Daily and weekly limits
Exceeding the normal schedules of the company is possible within the following double limits.
§ 1. Daily limit
The number of hours that can be performed under or beyond the daily limit of work, as determined in the normal schedule, may not exceed two hours per day.
In any case, the daily working time may not exceed 10 hours.

§ 2. Weekly limit
The number of hours that can be performed under or beyond the weekly limit of work, as determined in the normal schedule, may not exceed eight hours per week.
In any case, the weekly working time may not exceed 47 hours.

Art. 15. Payment
The payment of hours worked in addition to the normal working hours is made when they are recovered. Provided that these hours are within the limits defined in Article 10, they do not entitle to the payment of extra pay.

Chapter VII. Duration of application
Art. 21 Duration of application
This CLA is concluded for an indefinite period and comes into effect on 1 January 2015.
« Well-being code » benefit

CLA of 6th November 2013 (118.488)
(R.D. 22/05/2014 - B.O.G.05/09/2014)

Transport activities

Article 1.
This collective labour agreement applies to the workers appointed to transport activities in companies belonging to the remit of the Joint committee for furniture and wood processing industry and to their employers.

It is concluded in implementation of Regulation (EEC) n° 3820/85 of 20 December 1985 on harmonization of certain provisions of a social nature for transport by road, Directive n° 2002/15/EC on the organization of working time of persons performing mobile activities in transport by road, the law of 16 March 1971 (Labour law), the Royal decree of 10 August 2005 made pursuant to Art. 19, paragraph 3 of this law and the law of 17 March 1987 on the introduction of alternative work arrangements.

Art. 2. Workers engaged in transport activities
« Workers engaged in transport activities » shall refer to blue-collar workers (m/f), truck drivers and conveyors, in possession of a category C and CE driving licence.
“Transport activities” shall refer to : the transport of goods on behalf of the company or on behalf of companies in the same group, the loading and unloading of these goods, the administrative activities related to the transport activities covered.

Art. 9. Employer's own expense
- « Well-being code » benefit
This benefit is the lump-sum reimbursement of expenses made by the worker outside the head office of the company which, as mentioned in the Well-being code, is meant to cover the costs related to the use of sanitary facilities or drinks outlets.
These costs are proper to the profession and are therefore at the employer's expense. They can only be paid for the days on which the worker is busy.
The allowance is paid for all the work hours and the availability time, with a maximum of 12 hours a day. From 1st January 2014 on, this benefit amounts to 1.12 EUR/hour, with a maximum of 13.41 EUR/day.
This regulation does not exclude that the company reimburses the costs incurred on the basis of probative documents.

Art. 11. Period of validity
This CLA is concluded for an indefinite period and comes into effect on 1 January 2014.
Allowance “Availability time”

CLA of 6th November 2013 (118.488)
(R.D.22/05/2014 - B.O.G.05/09/2014)

Transport activities

Article 1.
This collective labour agreement applies to the workers appointed to transport activities in companies belonging to the remit of the Joint committee for furniture and wood processing industry and to their employers.

It is concluded in implementation of Regulation (EEC) n° 3820/85 of 20 December 1985 on harmonization of certain provisions of a social nature for transport by road, Directive n° 2002/15/EC on the organization of working time of persons performing mobile activities in transport by road, the law of 16 March 1971 (Labour law), the Royal decree of 10 August 2005 made pursuant to Art. 19, paragraph 3 of this law and the law of 17 March 1987 on the introduction of alternative work arrangements.

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“Transport activities” shall refer to: the transport of goods on behalf of the company or on behalf of companies in the same group, the loading and unloading of these goods, the administrative activities related to the transport activities covered.

Art. 4. Remuneration
4.2. Availability time
The worker receives an allowance per hour of «availability time», as described in the Royal decree of 10 August 2005.
This allowance is equal to 90% of the conventional hourly wage.
For the hours falling on a Sunday or a public holiday, the allowance is 150% of the hourly amount for one hour of availability time.
When indexing the hourly wages for the working hours, the allowances for the hours of availability time are also adapted with the same coefficient.

Art. 11. Period of validity
This CLA is concluded for an indefinite period and comes into effect on 1 January 2014.

Royal decree of 10 August 2005 on the working hours of the workers employed for transport activities in companies falling within the remit of the Joint committee for furniture and wood processing industry (JC 126). (BOG 05/09/2005)

Art. 4.
In determining the working time, the two following categories of unproductive time are not considered as time during which the worker employed in transport activities is available for the employer:
1. the availability periods
   These are the periods other than the breaks or rest periods referred to in Article 3 b) of Directive 2002/15/EC of the European Parliament and of the Council of 11 March 2002 on the organization of working time of persons performing road transport mobile activities, during which the worker must not remain on the workplace. However, the worker must be available in order to answer to a possible call to make or take over a trip or perform other activities. As far as possible, these periods and the waiting time are communicated in advance to the worker, either before departure or before the actual start of the availability of time, e.g. the waiting time and the time not spent driving a rolling vehicle, a ferry or a train.
   The availability time is also the time spent by the second driver or the attendant on the couchette or in the sleeper cab and this, during the driving.
2. the periods during which the worker cannot dispose freely of his time and has to remain on the workplace, ready to work, when the length thereof is known in advance.
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.

Subsistence allowance

CLA of 6th November 2013 (118.488)
(R.D. 22/05/2014 - B.O.G 05/09/2014)

Transport activities

Article 1.
This collective labour agreement applies to the workers appointed to transport activities in companies belonging to the remit of the Joint committee for furniture and wood processing industry and to their employers.

It is concluded in implementation of Regulation (EEC) n° 3820/85 of 20 December 1985 on harmonization of certain provisions of a social nature for transport by road, Directive n° 2002/15/EC on the organization of working time of persons performing mobile activities in transport by road, the law of 16 March 1971 (Labour law), the Royal decree of 10 August 2005 made pursuant to Art. 19, paragraph 3 of this law and the law of 17 March 1987 on the introduction of alternative work arrangements.

Art. 2. Workers engaged in transport activities
« Workers engaged in transport activities » shall refer to blue-collar workers (m/f), truck drivers and conveyors, in possession of a category C and CE driving licence.
“Transport activities” shall refer to : the transport of goods on behalf of the company or on behalf of companies in the same group, the loading and unloading of these goods, the administrative activities related to the transport activities covered.

Art. 9. Employer's own expenses
- Subsistence allowance
The subsistence expenses are borne by the employer.
A worker who spends the night outside his home for reasons specific to the service and makes additional expenses is entitled to the reimbursement of such costs.
This refund is inclusively set at
- 27.27 EUR when the absence exceeds 24 hours;
- 10.97 EUR when the absence lasts less than 24 hours, but includes at least one night ;
- 7.2 EUR per night when the absence is due to a case of force majeure, a strike or to another fact making every road transport impossible.

Art. 11. Duration
This CLA is concluded for an indefinite period and comes into effect on 1 January 2014.
4 Working hours

Working time:
Average weekly working time: 37 hours and 20 minutes.
CLA of 15/06/2011 (104 748) - RD 20/12/2012 - BOG 18/01/2013
This CLA comes into effect on 1 January 2011 for an indefinite period.

Blue-collar workers, drivers and truck attendants, holders of a C and CE driving licences, engaged in transport activities (transport of goods for the account of the company or on behalf of companies of the same group, loading and unloading of these goods, administrative acts relating to such transport activities):
Average weekly working time on an annual basis: 40 hours (unless in case of a derogation provided for in a company CLA) + 16 paid days of compensation

Maximum limits of working time: 520 hours per quarter. A derogation to this limit is only possible through a company CLA.

However, this scheme (= “availability time” allowance = 90% of the conventional hourly wage + interruptions in working time and rest periods are not compensated for) cannot lead to a situation in which the worker would receive, per payment period, less than the salary corresponding to the average weekly working time applying to him, multiplied by the number of weeks in this payment period.
CLA of 06/11/2013 (118.488) RD 22/05/2014 - BOG 05/09/2014
This CLA comes into effect on 1 January 2014 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:

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: