



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 :
<https://werk.belgie.be/nl/themas/paritaire-comites-en-collectieve-arbeidsovereenkomsten-caos/collectieve-4>*

<https://www.emploi.belgique.be/fr/themes/commissions-paritaires-et-conventions-collectives-de-travail-cct/conventions-collectives-3>

The sub-sectors are not official Joint Subcommittees (JSC).

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1 Scope of application

Institution and amendments 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
(1)	R.D. 15.09.1975	B.O.G. 09.12.1975
(2)	R.D. 06.07.1983	B.O.G. 26.07.1983
(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
(4)	R.D. 19.06.1991	B.O.G. 10.07.1991
(5)	R.D. 07.05.2007	B.O.G. 31.05.2007
(6)	R.D. 28.03.2021	B.O.G. 01.04.2021
	Errata	B.O.G. 19.04.2021

Article 1.

competent for workers in general and employers in the following business sectors or companies:

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, signalling and lighting equipment, for the organization of fairs, exhibitions, festivities;

7° manufacture, regardless of the technique used, rental and/or setting of stands, theatre, 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;



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 fibres 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 fibre and wood wool fibres;

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 fibre, 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 I, 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 I 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 fibre, 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;

The joint committee is not competent either for the employees of companies falling within the remit of the Joint committee for independent retail trade or the Joint committee for employees in international trade, transport and logistics.

Special collective labour agreement of 7 April 2021 (164 534)

The special collective labour agreement of 7 April 2021 (164 534) organising the extension of the scope of competence of the Joint committee for furniture and wood processing industry (JC 126) to employees of the Auxiliary joint committee for employees (JC 200) determines which CLAs, concluded in JC 200, remain applicable

§1. This CLA applies to employers whose manual workers fall within the scope of the Joint committee for furniture and wood processing industry (JC 126), and to the employees of these employers who fell within the scope of the Auxiliary joint committee for employees (JC 200) until 31 March 2021.

§2. This CLA also applies to employers and their employees who, until 31 March 2021, fell within the scope of the Auxiliary joint committee for employees and who do not employ manual workers, but who carry out activities that fall within the scope of the Joint committee for furniture and wood processing industry (JC 126).

§3. The employees referred to in § 1 and § 2 fall, as from 1 April 2021, within the scope of the Joint committee for furniture and wood processing industry (JC 126), whose scope and name have been adapted by the Royal Decree of 28 March 2021.

§4. This CLA applies to concerned employees who were in service on 31 March 2021, as well as to employees hired after that date.



2 Remuneration

2.1 Wage scale (gross)

2.1.1 Minimum wages

BLUE COLLAR WORKERS

In the sector to which your company belongs, no sectoral minimum income currently applies as a result of a CLA that has been made compulsory.

In the absence of sectoral provisions, it is the guaranteed average monthly minimum income (GAMMI) at the interprofessional level that applies in accordance with CLA No. 43 of the National Labour Council.

As of 1 November 2023, it amounts to:

- for workers aged 18 and over: € 1,994.18

For the wage conditions applicable to Belgian companies in this sector of activity, see the following website:

<https://werk.belgie.be/nl/themas/verloning/minimumlonen-paritair-subcomite/databank-minimumlonen>

<https://emploi.belgique.be/fr/themes/remuneration/salaires-minimums-par-sous-commission-paritaire/banque-de-donnees-salaires>

EMPLOYEES

18/03/2023: Wage increase %: .04

The indexation system applicable to the sector of activity the company belongs to, may be used instead of the system elaborated within the framework of the JLC.

The employers may fluctuate the wages of their employees by linking them to the consumer price index applicable to the blue collar workers in their company.

*CLA of 09/06/2016 (134 426) – RD 27/01/2017 – BOG 14/02/2017 (JC 200)
This CLA comes into effect on 1 July 2016 for an indefinite period.*

*CLA of 01/12/2021 (171 210) – RD 14/10/2022 – BOG 08/03/2023 (JC126)
This CLA comes into effect on 1 January 2021 for an indefinite period.*



WAGE SCALE I: as from the first year of commencement of employment onward

Experience (years)	Class			
	A	B	C	D
0	2,087.57	2,174.56	2,205.31	2,378.83
1	2,093.87	2,187.03	2,205.31	2,394.57
2	2,100.11	2,199.52	2,255.04	2,410.03
3	2,106.42	2,212.10	2,298.76	2,425.82
4	2,112.78	2,229.07	2,342.47	2,487.01
5	2,118.96	2,246.33	2,386.32	2,541.43
6	2,125.25	2,259.37	2,430.05	2,595.78
7	2,131.46	2,291.99	2,473.92	2,650.02
8	2,138.18	2,324.69	2,517.82	2,704.43
9	2,155.52	2,357.26	2,561.69	2,758.51
10	2,172.94	2,390.07	2,605.42	2,813.15
11	2,187.74	2,417.69	2,649.26	2,867.25
12	2,202.40	2,444.98	2,693.03	2,921.75
13	2,217.29	2,472.61	2,727.63	2,976.00
14	2,231.84	2,499.97	2,762.11	3,030.38
15	2,246.33	2,527.52	2,796.72	3,076.04
16	2,260.73	2,536.43	2,831.20	3,121.66
17	2,275.19	2,545.27	2,865.76	3,167.26
18	2,289.64	2,554.31	2,875.60	3,212.98
19	2,289.64	2,563.19	2,885.49	3,258.67



Experience (years)	Class			
	A	B	C	D
20	2,289.64	2,572.14	2,895.42	3,274.84
21	2,289.64	2,581.23	2,905.53	3,291.10
22	2,289.64	2,590.03	2,915.48	3,307.36
23	2,289.64	2,598.98	2,925.65	3,323.46
24	2,289.64	2,607.91	2,935.61	3,339.51
25	2,289.64	2,616.80	2,945.80	3,355.58
26	2,289.64	2,625.75	2,955.80	3,371.70

WAGE SCALE II : employees after they have been employed for 1 year in the same company

Experience (years)	Class			
	A	B	C	D
1	2,150.39	2,246.06	2,264.85	2,459.21
2	2,156.80	2,258.90	2,315.94	2,475.10
3	2,163.29	2,271.82	2,360.81	2,491.29
4	2,169.49	2,289.09	2,405.83	2,554.54
5	2,175.86	2,306.90	2,450.96	2,610.60
6	2,182.17	2,320.34	2,495.89	2,666.42
7	2,188.60	2,353.86	2,541.07	2,722.35
8	2,195.66	2,387.59	2,586.27	2,778.21
9	2,213.46	2,421.07	2,631.35	2,834.00



Experience (years)	Class			
	A	B	C	D
10	2,231.39	2,454.82	2,676.46	2,890.09
11	2,246.66	2,483.20	2,721.47	2,945.87
12	2,261.72	2,511.26	2,766.47	3,001.85
13	2,276.99	2,539.68	2,802.07	3,057.75
14	2,291.99	2,567.91	2,837.51	3,113.71
15	2,306.90	2,596.15	2,873.11	3,160.67
16	2,321.70	2,605.33	2,908.67	3,207.55
17	2,336.51	2,614.45	2,944.25	3,254.56
18	2,351.33	2,623.78	2,954.33	3,301.52
19	2,351.33	2,632.96	2,964.49	3,348.56
20	2,351.33	2,642.20	2,974.78	3,365.22
21	2,351.33	2,651.35	2,985.15	3,381.91
22	2,351.33	2,660.49	2,995.36	3,398.62
23	2,351.33	2,669.83	3,005.91	3,415.30
24	2,351.33	2,678.93	3,016.20	3,431.79
25	2,351.33	2,688.09	3,026.67	3,448.24
26	2,351.33	2,697.24	3,036.90	3,464.89

The minimum monthly salary for each class of full-time employees shall be laid down based on the number of years of professional experience:

- according to scale I from the first year of employment;
- according to scale II for employees who have been working for at least one year in the same company.

The starting salaries laid down in minimum scale I for all job classes correspond to 0 years of professional experience.

The transition from one scale to another shall take place in the month following that in which the employee meets the eligibility condition.



The application of the scales only concerns the minimum salaries of employees who also meet the eligibility conditions; it cannot affect the salaries of employees paid above these minimum salaries.

"Professional experience" means the period of actual and assimilated professional activity performed with the employer with whom the employee is in service, as well as the periods of actual and assimilated professional activity which the employee has performed prior to his/her entry into service, as a salaried worker, a self-employed person or a statutory civil servant.

In order to determine the period of professional experience, part-time activities shall be regarded as full-time activities.

The periods of total suspension of the execution of the employment contract as defined below shall be regarded as actual professional activity:

- periods of incapacity for work due to an accident at work or an occupational disease;
- periods of incapacity for work due to sickness or accident, other than an accident at work, up to a maximum of 3 years;
- periods of full-time time credit for thematic reasons, as provided for in Article 4 of CLA No 103, provided that ONEm/RVA benefits are granted, and periods of thematic leave (parental leave, assistance or care for a seriously ill member of the household or family, palliative care), up to a maximum of 3 years;
- periods of full-time time credit without thematic reasons provided that ONEm/RVA benefits are granted, up to a maximum of 1 year;
- periods of maternity leave;
- periods of prophylactic leave;
- periods of paternity leave;
- periods resulting from the application of the crisis measures as provided for in the Law of 19.07.2009;
- other periods of total suspension of the employment contract, as defined in the Law of 03.07.1978, with maintained remuneration.

Apart from the suspension of the employment contract, the following periods are regarded as actual professional activity:

- periods of full unemployment with benefits, up to a maximum of 1 year for the unemployed with benefits who have less than 15 years of professional experience and up to a maximum of 2 years for the unemployed with benefits who have more than 15 years of professional experience.

The professional experience acquired before the age of 21, for which a youth scale has been provided for in Article 6, shall be taken into account at the start of the experience-based scale set out in Article 2.

Remark:

For the purposes of taking professional experience into account, no period of assimilation may be cumulated with a period of professional activity or with any other period treated as such.

A derogation from Article 3 has been provided for employees who were already in the service of the employer when the new scale system was introduced by the CLA of 28.09.2009 concluded in the National Auxiliary Joint Committee for Employees, i.e. on 30.09.2009.

On 01.10.2009, these employees' number of years of professional experience that will be taken into account for the past shall be determined on a fictitious basis, as long as they remain in the service of the same employer.

The fictitious professional experience is equal to the number of years corresponding, in the experience-based scale, to the amount of the sectoral salary scale that would have been applicable to them on 30.09.2009 according to the conversion table included in appendix 2 to this CLA.

This system of fictitious professional experience shall apply in identical fashion to employees paid at the sectoral scale and to employees paid above the sectoral scale and shall apply irrespective of the actual remuneration of the employee in question.

At the time of entry into service, the employee's salary scale shall be determined in accordance with the experience-based scale of the class to which his/her job belongs and on the basis of the professional experience as provided for in the aforementioned Article 2.



The sum of periods of professional experience and periods treated as such shall be expressed in years and months.

The first scale increase after entry into service shall occur on the first day of the month following that in which the employee moves up to the next year of professional experience.

If the period of professional experience has increased by 12 months since the last scale increase, the employee's scale salary shall increase by one year of professional experience, according to the scale, on the first day of the following month.

In the event of a new recruitment, the candidate shall provide the employer with all the information necessary to enable the latter to determine the salary that complies with the provisions of this agreement.

Employees younger than 21

Percentage of the wage at 0 years' experience

Age		Class			
		A	B	C	D
16	75%	1,565.68	1,630.92	1,653.98	1,784.12
17	80%	1,670.06	1,739.65	1,764.25	1,903.06
18	85%	1,774.43	1,848.38	1,874.51	2,022.01
19	90%	1,878.81	1,957.10	1,984.78	2,140.95
20	95%	1,983.19	2,065.83	2,095.04	2,259.89



Students younger than 21

Age	Class			
	A	B	C	D
16	1,346.86	1,400.38		
17	1,522.74	1,584.20		
18	1,698.47	1,768.24	1,917.85	2,105.87
19	1,839.05	1,915.43	2,079.46	2,239.85
20	1,909.40	1,988.93	2,160.03	2,319.11

Branch managers and door-to-door salesman

*CLA of 09/06/2016 (134 426) – RD 27/01/2017 – BOG 14/02/2017 (JC 200)
This CLA comes into effect on 1 July 2016 for an indefinite period.*

2 cases may occur:

- a) they have a fixed wage;
- b) their wage includes commissions determined according to the amount of trade turnover or according to other criteria.

In both cases, and if they are full time employed, their wages should at least equal those of an employee with professional experience level "0", according to the professional scale for class C.

Sales representatives

*CLA of 09/06/2016 (134 426) – RD 27/01/2017 – BOG 14/02/2017 (JC 200)
This CLA comes into effect on 1 July 2016 for an indefinite period.*

For sales representatives with less than 4 years of professional experience, the wage should at least equal the minimum scale according to the professional experience of class C.

For sales representatives with 4 or more years of professional experience, the wage should at least equal the minimum scale according to professional experience of class D.

During the trial period, however, the monthly minimum wage should at least equal the wage of an employee of professional experience level "0" in class A.

This minimum wage is a monthly paid advance on the commission and the final account is annually established on the basis of the wages calculated on an average of 12 months

Guaranteed average minimum monthly income (GAMMI)

CLA of 09/06/2016 (134 431) – RD 02/05/2017 – BOG 19/06/2017 (JC 200)

This CLA comes into effect on 1 July 2016 for an indefinite period.

THE GUARANTEED AVERAGE MINIMUM MONTHLY INCOME (GAMMI) applies to the employees aged 18 and older who perform a normal full-time job,

The GAMMI does not apply to employees working in a family business employing usually only blood relatives, relatives or foster children under the sole authority of the father, the mother or the tutor, It does not apply either to the employees usually employed for a period of less than one calendar month.

By GUARANTEED AVERAGE MINIMUM MONTHLY INCOME is meant:

- The monthly wage guaranteed by the scales as determined by the joint labour committee, the collective labour agreements at company level or the individual employment agreement
- The equivalent per month in bonuses and other benefits, possibly paid in kind, which are granted under the terms of the end of the year bonus, pursuant to a collective agreement at company level, an individual employment agreement or custom.

However, shall be excluded from the determination of the GAMMI:

- Supplements for overtime
- The benefits provided by Art19 § 2 of the Royal Decree of 28/11/1969 implementing the Act of 27/06/1969 amending the Decree of 28/12/1944 concerning social security for workers
- The bonuses or compensations paid for actual costs borne by the employees.

Age	Seniority (months)		
	0	6	12
18	1,953.32	1,953.32	1,953.32
19	1,953.32	2,005.16	2,005.16
20	1,953.32	2,005.16	2,028.18

The GAMMI of the National Labour Council should also be considered.



2.1.2 Job Classification

BLUE COLLAR WORKERS

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.



EMPLOYEES

CLA of 9 June 2016 (134 438) (JC 200)

(Royal Decree 02/05/2017- Belgian Official Gazette 21/06/2017)

Job Classification

Chapter II. *Job Classification*

Art 2 The functions of the white collar workers are sub-divided into four classes, which are determined according to the general criteria set out below:

Class A

Executive: Functions marked by the performance of a limited number of simple repetitive tasks

Class B

Support: functions which contribute to the realization of a larger mission

Class C

Managerial: Functions marked by the achievement of a complete set of tasks that together form one assignment

Class D

Advisory: Functions which are characterized by monitoring and developing one company process within the context of a particular objective

The level distinguishing criteria for each class, as well as the list of model functions per class are also included in the appendix to this collective labour agreement, This appendix is an integral part of the Collective Labour Agreement

The specific contents of the model functions included in the list of model functions for each class, listed in Annex of this CLA, will be brought to the attention of employers' and workers' representatives via the social fund.

Art. 3 General remarks

§ 1. This classification of white collar functions in classes is meant to give the companies a directive so as to facilitate the implementation of this CLA on the minimum wages.

Therefore this job classification is based on level-differentiating criteria such as the complexity, the problem-solving abilities, the impact of errors, the contribution, the autonomy, the work-scheduling, the supervision, the knowledge, the training, the transfer of information, the contacts and the knowledge of foreign languages.

§ 2. The employer is responsible for the sub-division into classes of the functions based upon the actual job contents in the enterprise.

§ 3. The functions that are given in each class are merely an example, The name of each function is merely an indication for its contents.

§ 4. Classification of specific functions

Each function should be assessed on the basis of the actual job-contents in the enterprise compared to the level-differentiating criteria and the job-content of the model function.

§ 5. When an scaled clerk has the competence to exercise a higher position, this does not mean that he is placed in the corresponding wage category. This can only happen if the function is effectively exercised.



§ 6. When an scaled clerk executes simultaneously and permanently multiple functions of various classes. This should be taken into consideration for determining his wages.

§ 7. The implementation of this classification may not give rise to a revision of the classifications that have been agreed upon at company level according to other standards.

Chapter III. *Duration*

Art .4. This CLA comes into effect on 1 July 2016 and is concluded for an indefinite period.

Annex 1 to CLA of 28 September 2009 modifying chapter II – Job classification –of CLA of 29 May 1989 on the pay and working conditions

Class A	Class B	Class C	Class D
Example functions			
Filler Administrative Assistant redactor Van driver Invoices checker House caretaker Assistant cashier Assistant shipment / mail Typist / data feeder	Administrative assistant Administrative Assistant purchase Clerk economist Clerk data treatment Assistant Laboratory Technician Cashier Quality assistant Assistant logistics Merchandiser Operator / receptionist Front office technician Tele-operator (call centre)	Desk clerk sales Accountant clerk Debtors and creditors administration clerk Expedition clerk Staff administration clerk Commercial administrative clerk back office dispatcher Documentalist Helpdesk operator Quality Controller laboratory technician Warehouse manager After sales clerk Layout clerk Measurement and control technician Warehouse assistant Operator ICT PC technician Tour guide Travel consultant Search assistant Secretarial assistant Technical assistant worksite Tele-adviser Buildings responsible	Purchaser Laboratoty analyst Human resources assistant Clerk planning and preparation (construction) Accountant Calculator Communications assistant Consultant recruitment and selection (selection bureau) Database administrator Head of department Cost analyst Marketing analyst Assistant Executive Secretary Foreman Designer Prevention advisor Programmer Editor System administrator Team leader (call centre) Technical commercial assistant Translator Representative Webmaster



2.2 Bonuses/Allocations

BLUE COLLAR WORKERS

Loyalty premium

CLA of 25 November 2021 (169 651)

(R.D. 30/07/2022 - B.O.G. 11/01/2023)

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.

In application of its statutes, last amended by the collective labour agreement of 7 April 2021 (reg. n°164 538), the following benefits, paid by the fund, are granted: a. o. I. 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 January 2022, 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 25 November 2021 (169 248)

(R.D. 19/06/2022- B.O.G. 04/08/2022)

Pay and work conditions (blue-collar workers)

Chapter I - *Scope*

Article 1

The present collective labour agreement applies to employers and workers of companies belonging to the remit of the Joint committee for furniture and wood processing industry .

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:

Working hours between	Hourly pay supplement
5 and 21 o'clock or 6 and 22 o'clock	7.5 %
21 and 5 o'clock or 22 and 6 o'clock (night work)	22.5 %

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 2021 and ceases to be in force on 1st January 2023.



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.

This collective labour agreement is concluded in implementing the Law of 16 March 1971 (Labour Act) amended by the Act of 3 July 2005 on social dialogue and its implementing decrees (*Belgian Official Gazette* of 19 July 2005), within the framework of the Act of 17 March 1987 on the introduction of new working arrangements in companies (*Belgian Official Gazette* of 12 June 1987), of the collective labour agreement n° 42 of 2 June 1987 concluded within the National Labour Council on the introduction of new working systems in companies, made compulsory by the Royal decree of 18 June 1987 (*Belgian Official Gazette* of 26 June 1987).

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.

This collective labour agreement is concluded in implementing the Law of 16 March 1971 (Labour Act) amended by the Act of 3 July 2005 on social dialogue and its implementing decrees (*Belgian Official Gazette* of 19 July 2005), within the framework of the Act of 17 March 1987 on the introduction of new working arrangements in companies (*Belgian Official Gazette* of 12 June 1987), of the collective labour agreement n° 42 of 2 June 1987 concluded within the National Labour Council on the introduction of new working systems in companies, made compulsory by the Royal decree of 18 June 1987 (*Belgian Official Gazette* of 26 June 1987).

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.

This collective labour agreement is concluded in implementing the Law of 16 March 1971 (Labour Act) amended by the Act of 3 July 2005 on social dialogue and its implementing decrees (*Belgian Official Gazette* of 19 July 2005), within the framework of the Act of 17 March 1987 on the introduction of new working arrangements in companies (*Belgian Official Gazette* of 12 June 1987), of the collective labour agreement n° 42 of 2 June 1987 concluded within the National Labour Council on the introduction of new working systems in companies, made compulsory by the Royal decree of 18 June 1987 (*Belgian Official Gazette* of 26 June 1987).

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 August 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.

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. 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.



EMPLOYEES

End of the year bonus

CLA of 21 December 2021 (170 860)

(Royal Decree 14/09/2022- Belgian Official Gazette 03/02/2023)

End of the year bonus (employees)

Chapter II. Provisions

Art. 2.

To the extent that there is compliance with the conditions below, a bonus equal to the monthly wage shall be paid to the employees;

Except for other provisions agreed upon at company level, this bonus is paid no later than either at the moment of the filing of the company accounts, either at the end of the calendar year, in December.

For sales representatives

- whose entire wages are variable: the bonus is calculated on the monthly average of the wages of the last 12 months. This monthly average is however limited to the highest amount of the 4th category of the scale;
- whose wages are partially variable: the bonus is calculated on the monthly average of the wages of the last 12 months. This monthly average is however limited to the highest amount of the 4th category of the scale unless the fixed part is higher than the stated amount, In the latter case, the premium is limited to the fixed part

Art. 3.

The conditions to be fulfilled are the following:

- being linked by an individual labour agreement for employees at the time of payment of the bonus, except for the cases mentioned below;
- have at least six months' seniority at the time the bonus is paid. For the purpose of calculating the required length of service of at least six months, the period of temporary employment is taken into account if the appointment follows the period of temporary employment and the function performed by the worker is similar to that performed as a temporary worker. Each period of inactivity of seven days or less counts as a period of temporary employment. »
- having started working in the company not later than on the first day of the considered working year

Art. 4.

The amount of the bonus may be reduced in proportion to the absences in the course of the year, which do not arise from the application of the legal, regulatory and contractual provisions on annual leave, public holidays, short absences, paternity leave, paid educational leave, union leave, occupational disease, industrial accident and maternity leave and of 60 days of illness or accident,

Art. 5.

For employees entered in service of the company after the first day of the considered working year and having an effective presence in the company of at least 6 months, the bonus is calculated in proportion to the number of months of effective performance.

The following persons are entitled to the bonus, calculated on a pro rata basis of the work performed during the current year, when they leave the company before the date of payment of the bonus and provided they have six months' seniority at the moment they leave:

- the employees dismissed, except for serious reasons, by the employer during the year;
- the pensioners;



- the employees entitled to unemployment benefit with company supplement pursuant to Collective Labour Agreement No 17 of 19 December 1974 establishing a scheme of supplementary compensation for certain older workers in the event of dismissal, concluded on 19 December 1974 within the National Labour Council;
- the employee whose employment contract has been terminated due to definitive force majeure.

Have a right to a bonus proportionally their performances in the current working year, the employees who during the year left the company and as far as they can prove a seniority in the company of at least five years .

The end of the year bonus will also be paid proportionally to the employees who were recruited with an individual labour agreement for a fixed term or for a specific work of at least six months and who have left the company before the payment of the bonus.

The right to the bonus, calculated in proportion to the performances of the current work year, is granted per performed full calendar month.

Art. 6. The above mentioned provisions shall not apply to:

- The companies granting in the course of the year an equivalent advantage, whatever its denomination, be it in the form of a conventional bonus, or by way of a gift;
- the companies arranging the wages and other working conditions of their employees on company level by agreement, provided the joint benefits granted in this agreement equal at least the benefits provided by this Collective Labour Agreement,

Chapter IV. *Duration*

Art .8. This CLA comes into effect on 1 December 2021 and is concluded for an indefinite period.



Annual bonus

CAO van 9 July 2015 (128 828) (JC 200)

(Royal Decree 01/04/2016 - Belgian Official Gazette 17/05/2016)

Purchasing power - annual bonus under the Act of April 28, 2015 establishing the maximum margin for the wage cost development for the years 2015-2016

Art. 2. Annual bonus

§ 1. All full-time white-collar workers with full reference period are annually awarded a gross bonus of EUROS 250, hereafter named "annual bonus".

For part-time white-collar workers, the annual bonus is granted in proportion to their part-time work scheme in accordance with Article 9 of the CLA no, 35 of the National Labour Council.

§ 2. The annual bonus is granted from 2016 onward and is paid each time during the month of June.

§ 3. The amount of the annual bonus is calculated in proportion to the effectively performed and assimilated days during the reference period.

By "effectively performed and assimilated days" are to be understood either the days of effective performance and the suspensions of the employment contract for which wages were paid, plus the days of paternity leave and maternity leave.

By "reference period" is meant the 12-month period that runs from the month of June of the calendar year preceding the calendar year in which the annual bonus is paid until May of the calendar year in which the annual bonus is paid.

§ 4. The pro rata arrangement as defined in § 3 shall also apply to the white collar workers that have left the company in the course of the reference period prior to the payment of the bonus in June, except for the white collar workers whose employment contract has been terminated by the employer for serious reasons, for whom the annual bonus does not apply. The white-collar workers who have left the company before the payment of the annual bonus in June 2016 shall be granted a pro rata amount based on the effectively performed and assimilated days in 2016.

The pro rata amount of the annual bonus is paid at the moment they leave the company along with their regular pay slip.

§ 5. The amount of the annual bonus as specified in § 1, is linked as from 2017 to the evolution of the smoothed health index according to the procedures laid down in Chapter IV of the Collective Agreement of 9 May 1989 relating to the pay and working conditions.

§ 6. The annual bonus does not apply to white collar workers who were granted for the duration of the collective labour agreement according to the terms proper to the company effective increases in wages and /or other equivalent benefits in purchasing power.

The increases and / or benefits in purchasing power of any kind are to be charged per white collar worker, for their total cost, to the wage cost (gross wage. employers' Social Security) of the annual bonus.

§ 7. Moreover the annual bonus is not applicable to sectors with white collar workers within the Auxiliary Joint Committee for the white collar workers that have for their blue collar workers a sectorial supplementary pension scheme, and that provide an equivalent sectorial additional pension scheme for their white collar workers of an equivalent amount to that of the annual bonus, provided a specific CLA is concluded in the Auxiliary Joint Committee for the white collar workers no later than 31 October 2015 and in compliance with the provisions of the Act of 5 May 2014 amending the retirement pension and the survivor's pension and establishing a transitional allowance to the pension scheme for white collar workers and phasing out progressively the differences in treatment based on the distinction between blue collar workers and white collar workers in the field of additional pensions.

Art .4. Duration

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



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.

BLUE COLLAR WORKERS

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.

Transport costs

CLA of 31 Augustus 2022 (175 248) (applicable from 27/05/2023)
(RD 19/03/2023 – BOG 17/05/2023)

Determination of employers' intervention in the transport costs of manual workers

Chapter II. *Public transport (scale 1 in appendix)*

Art. 3. Manual workers who use public transport (train or bus) are entitled, at the employer's expense, to reimbursement of the costs incurred at a rate of 80% of the price of the train card as set out in the scale annexed to the Royal Decree issued in implementation of the Act of 27 July 1962. The intervention of the employer is included as part of the present collective labour agreement. *

Art. 4. Reimbursement of the expenses referred to in Article 3 shall be made at least monthly on presentation of the proofs of expenditure issued by the competent authorities.

Art. 5. Manual workers who use public transport other than that organised by the SNCB (urban and suburban public transport) are entitled to an additional intervention by the employer.

The signatory parties shall determine the modalities of this additional intervention as follows:

§ 1. a) The manual workers in question submit a signed declaration to the company's management certifying that they regularly use a means of public transport (urban and suburban) to travel from their home to the workplace and vice versa.

b) The management of the enterprise may at any time verify the reality of this declaration;

§ 2. a) When the price of transport is proportional to distance, the employers' contribution is equal to the employer's contribution to the cost of the train card.

b) Where the price is fixed, irrespective of the distance, the employers' contribution is fixed as a lump sum and amounts to 80% of the price actually paid by the worker, without however exceeding the amount of the employer's contribution to the price of the train card.

*Comment: The employer granting this allowance may conclude on this basis a "third-party payer agreement" with SNCB. The SNCB then charges 80% of the subscription price to the employer. The remaining 20% is paid by the SNCB.

Chapter III. *Combined public transport*

Art. 6. Where the worker combines the train with one or more other means of public transport and a single ticket is issued to cover the total distance - without this ticket being subdivided by means of public transport -, the employer's contribution will be equal to the employer's intervention in the price of the train card.

Art. 7. In all cases, other than that referred to in Article 6, where the worker uses more than one means of public transport, the employer's contribution for the entire distance covered shall be calculated as follows:

after the employer's intervention, in respect of each means of public transport used by the worker, has been calculated in accordance with the provisions of Articles 3 to 5 of this collective labour agreement, the amounts thus obtained shall be added together to determine the employer's intervention for the entire distance travelled.

CHAPTER IV. *Other means of transport (scale 2 in annex)*

Art. 8. If the actual distance travelled between home and workplace exceeds 5 km, the manual workers are entitled to a contribution towards the transport costs. This intervention is fixed according to the following scale, which forms an integral part of the present collective labour agreement. This



scale is based on the price of the train card on a monthly basis, multiplied by 3 and divided by 10, to be multiplied by 0.7. The daily intervention corresponds to one fifth of this amount.

In case of dispute, reference is made to the "fastest" distance according to the Mappy system (www.mappy.be).

Art. 9. The employer retains the right to organise the transport of workers at their own expense. In this case, there is no provision for intervention in travel expenses.

CHAPTER V Bicycle allowance

Art. 10. A manual worker who declares in writing to their employer that they travel by bicycle from their home to their workplace for at least six months a year may claim a bicycle allowance payable by the employer during that period.

From 1 January 2022, this allowance amounts to EUR 0,24. per km actually travelled (round trip) between home and workplace. During the period in which a bicycle allowance is granted to the worker, this allowance may not be combined with other systems of employer's contribution to the costs of travel between home and workplace.

Chapter V. *Validity*

Art. 11. This collective labour agreement is concluded for an indefinite period and takes effect from 1 January 2022.

Annex 1 **Scale of employers' contribution for public transport from 1 February 2022**

Distance	Monthly train card	Quarterly train card	Annual train card	Railflex
	Monthly employer intervention	Quarterly employer intervention	Annual employer intervention	
1-3	30.40	86.40	309.60	10.56
4	33.60	94.40	336.80	11.52
5	36.40	102.40	364.80	12.40
6	38.80	108.80	388.00	13.20
7	40.80	115.20	411.20	14.00
8	43.20	121.60	434.40	14.80
9	45.60	128.00	457.60	15.60
10	48.00	134.40	480.80	16.40
11	50.40	140.80	504.00	17.20
12	52.80	148.00	527.20	18.00
13	55.20	154.40	551.20	18.80
14	57.60	160.80	574.40	19.60
15	60.00	167.20	597.60	20.40
16	62.40	173.60	620.80	21.20
17	64.80	180.00	644.00	22.00
18	66.40	187.20	667.20	22.80
19	68.80	193.60	690.40	23.60
20	71.20	200.00	713.60	24.40
21	73.60	206.40	737.60	25.20
22	76.00	212.80	760.80	26.00
23	78.40	219.20	784.00	26.80
24	80.80	225.60	807.20	27.60
25	83.20	232.80	830.40	28.40
26	85.60	239.20	853.60	29.20



27	88.00	245.60	876.80	30.00
28	90.40	252.00	900.00	30.80
29	92.00	258.40	924.00	31.60
30	94.40	264.80	947.20	32.40
31-33	98.40	276.00	984.80	33.60
34-36	104.00	292.00	1042.40	35.60
37-39	109.60	308.00	1099.20	37.60
40-42	116.00	324.00	1156.80	39.60
43-45	121.60	340.00	1213.60	41.60
46-48	127.20	356.00	1271.20	43.20
49-51	132.80	372.00	1328.00	45.60
52-54	136.80	383.20	1368.80	46.40
55-57	140.80	394.40	1409.60	48.00
58-60	144.80	406.40	1450.40	49.60
61-65	150.40	421.60	1504.80	51.20
66-70	157.60	440.00	1572.00	53.60
71-75	164.00	459.20	1640.00	56.00
76-80	171.20	478.40	1708.00	58.40
81-85	177.60	497.60	1776.00	60.80
86-90	184.00	516.00	1844.00	63.20
91-95	191.20	535.20	1912.00	64.80
96-100	197.60	554.40	1979.20	67.20
101-105	204.80	573.60	2047.20	69.60
106-110	211.20	592.00	2115.20	72.00
111-115	218.40	611.20	2183.20	74.40
116-120	224.80	630.40	2251.20	76.80
121-125	232.00	649.60	2319.20	79.20
126-130	238.40	668.00	2386.40	81.60
131-135	245.60	687.20	2454.40	84.00
136-140	252.00	706.40	2522.40	86.40
141-145	259.20	725.60	2590.40	88.00
146-150	268.80	752.00	2685.60	91.20

Annex 2 Other means of transport from 1 February 2022

Actual distance in km. single trip	Weekly intervention (monthly train card *3/10*0.7)	Daily intervention (1/5 of the weekly intervention)
5	9.56	1.91
6	10.19	2.04
7	10.71	2.14
8	11.34	2.27
9	11.97	2.39
10	12.60	2.52
11	13.23	2.65
12	13.86	2.77
13	14.49	2.90
14	15.12	3.02
15	15.75	3.15
16	16.38	3.28
17	17.01	3.40
18	17.43	3.49
19	18.06	3.61
20	18.69	3.74
21	19.32	3.86



22	19.95	3.99
23	20.58	4.12
24	21.21	4.24
25	21.84	4.37
26	22.47	4.49
27	23.10	4.62
28	23.73	4.75
29	24.15	4.83
30	24.78	4.96
31-33	25.83	5.17
34-36	27.30	5.46
37-39	28.77	5.75
40-42	30.45	6.09
43-45	31.92	6.38
46-48	33.39	6.68
49-51	34.86	5.97
52-54	35.91	7.18
55-57	36.96	7.39
58-60	38.01	7.60
61-65	39.48	7.90
66-70	41.37	8.27
71-75	43.05	8.61
76-80	44.94	8.99
81-85	46.62	9.32
86-90	48.30	9.66
91-95	50.19	10.04
96-100	51.87	10.37
101-105	53.76	10.75
106-110	55.44	11.09
111-115	57.33	11.47
116-120	59.01	11.80
121-125	60.90	12.18
126-130	62.58	12.52
131-135	64.47	12.89
136-140	66.15	13.23
141-145	68.04	13.61
146-150	70.56	14.11

EMPLOYEES

Transport expenses

Transport expenses

Collective labour agreement of 21 December 2021 (170 862)

(RD 15/12/2022– BOG 20/03/2023)

Intervention in the transport expenses

CHAPTER I. *Scope*

Art. 2. § 1. This collective labour agreement shall not apply to employees who use their own means of transport, as provided for in Chapter VI, and whose gross annual remuneration exceeds EUR 29 680.

§ 2. The gross annual remuneration shall be calculated in accordance with Appendix 4 attached to this Agreement; this Appendix is an integral part of the Agreement.

CHAPTER II. *Public transport by rail*

Art. 3. § 1. For workers using public transport organised by the SNCB, the employer's contribution to the price of the ticket is 80% of the price of the 2nd class train card for the corresponding distance from the first kilometre.

§ 2. Companies are recommended to conclude with the SNCB, at no extra cost, a third-party payer agreement for train transport, providing for the public authorities to cover the remaining 20% so that the worker benefits from free train transport for their journeys between home and workplace, provided that there are no additional costs for the employer if the third-party payer agreement were to disappear.

CHAPTER III. *Public transport other than railways*

Art. 4. In the case of public transport other than railways, the employer's intervention in the price of subscriptions for journeys, calculated from the point of departure, shall be determined in accordance with the arrangements set out below:

- a) 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 scale of lump sums set out in Appendix 1, without, however, exceeding 75% of the actual transport price;
- b) where the price is fixed, irrespective of the distance, the employer's intervention is determined on a fixed basis and amounts to 71.8% of the price actually paid by the worker, without however exceeding the amount of the employer's contribution which is calculated on the basis of the scale of lump sums set out in Appendix 1, for a distance of 7 km.

CHAPTER IV. *Combined public transport*

Art. 5. Where the worker combines the train with one or more other means of public transport and a single ticket is issued to cover the total distance - without this ticket being subdivided by means of public transport -, the employer's contribution shall be calculated on the basis of the scale of lump sums set out in Annex 1..

Art. 6. In all cases, other than that referred to in Article 5, where the worker uses several means of public transport, the employer's intervention for the entire distance travelled shall be calculated as follows: after the employer's intervention, in respect of each means of public transport used by the worker, has been calculated in accordance with the provisions of Articles 3, 4, a), 4, b) and 5 of this collective labour agreement, the amounts thus obtained shall be added together in order to determine the employer's intervention for the entire distance travelled.



CHAPTER V. *Bicycle allowance*

Art. 7. §1. For employees who regularly use the bicycle to travel between home and workplace, the employer's contribution by way of a bicycle allowance is determined from 1 July 2022 at EUR 0.20 per kilometre actually cycled, with a maximum of EUR 8 (maximum 40 km round trip) per working day.

§ 2. The employees in question present employers with a signed declaration certifying that they regularly use bicycles to get from home to work. They shall report any change in this situation as soon as possible.

The employer may at any time check the reality of this declaration.

§ 3. The bicycle allowance cannot be cumulated with other allowances on the home-workplace journey, except for those relating to public transport.

§ 4. The terms and conditions for granting the bicycle allowance are to be determined at company level.

CHAPTER VI. *Other means of transport*

Art. 8. § 1. For employees who use their own means of transport to travel a distance of 3 kilometres or more, the terms and conditions for intervention by employers are set out as follows:

- a) the employees concerned submit a signed declaration to employers certifying that they regularly use a means of transport other than public transport to travel from their home to their workplace over a distance of 3 kilometres or more. They shall report any change in this situation as soon as possible;
- b) employers may at any time verify the reality of this declaration.

§ 2. The employers' contribution is equal to 50% of the price of the train card valid for one month in 2nd class for the corresponding number of kilometres mentioned in the declaration referred to in § 1a).

Art. 9. The number of kilometres to be taken into consideration shall be determined by mutual agreement at company level. In case of dispute, reference should be made to the Book of Legal Distances, approved by Royal Decree of 15 October 1969 fixing the legal distances, published in the Belgian Official Gazette of 10 July 1970.

CHAPTER VII. *Transport organised by companies with the financial participation of employees or organised by companies at their exclusive charge for part of the journey*

Art.10. Where the employer organises transport with the financial participation of the employees or where the employer organises part of the journey at their exclusive charge, a solution must be sought, with regard to the employer's participation in the transport costs of the employees, which is based on the provisions of this Agreement.

CHAPTER VIII. *Reimbursement period*

Art. 11. The intervention of the employer in the transport costs borne by the employee will be paid once a month.

CHAPTER IX. *Reimbursement terms and conditions*

Art. 12. § 1. Workers shall submit to employers a signed declaration certifying that they regularly use public transport for a distance of 3 kilometres or more to travel from their home to their workplace and, if possible, the actual mileage travelled. They shall report any change in this situation as soon as possible.

§ 2. Employers can check the reality of this declaration at any time.

Art. 13. § 1. As far as public transport is concerned, the employer's contribution to the transport costs will be paid on presentation of the transport tickets issued by the SNCB and/or the other public transport companies.

§ 2. For employees who do not use public transport, the intervention is carried out only for the days of presence at work, without any other modalities.



CHAPTER X. *Duration and repeal provisions*

Art. 14. This collective labour agreement comes into force on 1 January 2022, with the exception of Chapter V - Bicycle allowance, which comes into force on 1 July 2022, and is valid for an indefinite period.

Appendix 1

Employer intervention in the price of transport for public transport (*Articles 4 and 5 of this collective labour agreement*)

On 23 April 2019, collective labour agreement No. 19/9 was signed at the National Labour Council in implementation of the agreements reached at the National Labour Council. This collective labour agreement increases the employer's intervention in the price of public transport to an average of 75% and now expresses this intervention in the form of lump sums which are not indexed. A possible adaptation of these lump sums will be negotiated every two years by the social partners. You will find below the grid containing the amounts in force from 1 July 2019.

Distance	Monthly Card	3 months	Annual	Railflex
	Monthly train card	3 months train card	Annual train card	Part-time train card
	Monthly employer intervention	Quarterly employer intervention	Annual employer intervention	
Km	EUR	EUR	EUR	EUR
1	21.00	58.00	209.00	-
2	23.00	64.00	231.00	-
3	25.00	71.00	253.00	9.00
4	28.00	77.00	275.00	9.00
5	30.00	83.00	298.00	10.00
6	32.00	89.00	316.00	11.00
7	34.00	94.00	336.00	11.00
8	36.00	99.00	355.00	12.00
9	37.00	105.00	374.00	13.00
10	39.00	110.00	393.00	13.00
11	41.00	116.00	412.00	14.00
12	43.00	120.00	431.00	15.00
13	45.00	126.00	450.00	15.00
14	47.00	132.00	469.00	16.00
15	49.00	137.00	488.00	17.00
16	50.00	142.00	507.00	17.00
17	53.00	147.00	526.00	18.00
18	55.00	153.00	545.00	19.00
19	57.00	158.00	564.00	19.00
20	58.00	163.00	583.00	20.00
21	60.00	169.00	602.00	21.00
22	62.00	174.00	621.00	21.00
23	64.00	179.00	641.00	22.00
24	66.00	185.00	659.00	22.00
25	68.00	190.00	678.00	23.00
26	70.00	195.00	697.00	24.00
27	71.00	201.00	716.00	25.00
28	74.00	206.00	736.00	25.00
29	76.00	211.00	755.00	26.00
30	77.00	216.00	774.00	26.00
31-33	81.00	225.00	804.00	27.00



34-36	85.00	239.00	851.00	29.00
37-39	90.00	251.00	898.00	30.00
40-42	95.00	265.00	945.00	32.00
43-45	99.00	278.00	991.00	34.00
46-48	104.00	291.00	1,038.00	36.00
49-51	109.00	304.00	1,085.00	37.00
52-54	112.00	313.00	1,118.00	38.00
55-57	115.00	323.00	1,152.00	39.00
58-60	118.00	332.00	1,184.00	41.00
61-65	123.00	344.00	1,229.00	42.00
66-70	128.00	360.00	1,285.00	44.00
71-75	134.00	375.00	1,340.00	46.00
76-80	139.00	391.00	1,395.00	48.00
81-85	145.00	406.00	1,450.00	50.00
86-90	151.00	421.00	1,506.00	51.00
91-95	156.00	438.00	1,562.00	53.00
96-100	162.00	453.00	1,617.00	55.00
101-105	167.00	468.00	1,672.00	57.00
106-110	173.00	484.00	1,728.00	59.00
111-115	179.00	499.00	1,784.00	61.00
116-120	184.00	515.00	1,839.00	63.00
121-125	190.00	531.00	1,894.00	64.00
126-130	195.00	546.00	1,950.00	67.00
131-135	200.00	561.00	2,005.00	69.00
136-140	206.00	577.00	2,061.00	70.00
141-145	211.00	592.00	2,116.00	72.00
146-150	219.00	614.00	2,194.00	75.00
151-155	223.00	624.00	2,227.00	
156-160	228.00	639.00	2,282.00	
161-165	234.00	655.00	2,338.00	
166-170	239.00	670.00	2,393.00	
171-175	245.00	685.00	2,449.00	
176-180	251.00	701.00	2,504.00	
181-185	256.00	717.00	2,559.00	
186-190	262.00	732.00	2,615.00	
191-195	267.00	748.00	2,671.00	
196-200	272.00	763.00	2,726.00	

Also valid for the calculation of the employer intervention in the price of combined subscriptions

Also valid for the calculation of the price of combined SNCB/TEC train cards.
SNCB distances limited to 150 km.

Appendix 2 (article 3 of this collective labour agreement) Amounts applicable as from 1 February 2019

(km)	Monthly train card	3 months	Annual	Railflex
Distance	Monthly employer intervention	Quarterly train card	Annual train card	Part-time train card
	Monthly employer intervention	Quarterly employer intervention	Annual employer intervention	Employer's contribution
Km	EUR	EUR	EUR	EUR



1	24,80	69,60	250,00	
2	27,60	77,60	277,00	
3	30,40	84,80	303,00	10,30
4	33,20	92,80	330,00	11,30
5	35,60	100,00	357,00	12,20
6	38,00	106,50	380,00	13,00
7	40,00	113,00	402,00	13,80
8	42,40	119,00	426,00	14,50
9	44,80	125,50	448,00	15,30
10	47,20	132,00	471,00	16,10
11	49,60	138,50	494,00	16,80
12	52,00	145,00	517,00	17,60
13	53,60	151,00	539,00	18,40
14	56,00	157,50	562,00	19,20
15	58,40	164,00	585,00	19,90
16	60,80	170,50	608,00	20,80
17	63,20	177,00	630,00	21,60
18	65,60	183,00	654,00	22,40
19	68,00	189,50	676,00	23,20
20	69,60	196,00	699,00	24,00
21	72,00	202,00	722,00	24,80
22	74,40	209,00	745,00	25,20
23	76,80	215,00	767,00	26,00
24	79,20	222,00	790,00	26,80
25	81,60	228,00	813,00	27,60
26	83,20	234,00	836,00	28,40
27	85,60	241,00	858,00	29,20
28	88,00	247,00	882,00	30,00
29	90,40	253,00	904,00	30,80
30	92,80	259,00	927,00	31,60
31-33	96,80	270,00	964,00	32,80
34-36	102,50	286,00	1,020,00	34,80
37-39	108,00	302,00	1,076,00	36,80
40-42	113,50	317,00	1,132,00	38,80
43-45	119,00	333,00	1,188,00	40,80
46-48	125,00	348,00	1,244,00	42,40
49-51	130,50	364,00	1,300,00	44,00
52-54	134,50	375,00	1,340,00	45,60
55-57	137,50	386,00	1,380,00	47,20
58-60	141,50	398,00	1,420,00	48,80
61-65	147,00	413,00	1,473,00	50,40
66-70	153,50	431,00	1,539,00	52,80
71-75	161,00	450,00	1,606,00	54,40
76-80	167,00	468,00	1,672,00	56,80
81-85	173,50	487,00	1,738,00	59,20
86-90	181,00	506,00	1,806,00	61,60
91-95	187,00	524,00	1,872,00	64,00
96-100	193,50	542,00	1,938,00	66,40
101-105	201,00	562,00	2,005,00	68,00
106-110	207,00	580,00	2,071,00	70,40
111-115	214,00	598,00	2,138,00	72,80
116-120	220,00	617,00	2,204,00	75,20
121-125	227,00	636,00	2,270,00	77,60
126-130	234,00	654,00	2,337,00	80,00



131-135	240,00	673,00	2,403,00	81,60
136-140	247,00	691,00	2,470,00	84,00
141-145	254,00	710,00	2,536,00	86,40
146-150	263,00	736,00	2,629,00	89,60
151-155	267,00	747,00	2,669,00	
156-160	274,00	766,00	2,735,00	
161-165	280,00	785,00	2,802,00	
166-170	287,00	803,00	2,869,00	
171-175	294,00	822,00	2,935,00	
176-180	300,00	840,00	3,002,00	
181-185	306,00	859,00	3,068,00	
186-190	314,00	878,00	3,134,00	
191-195	320,00	896,00	3,201,00	
196-200	326,00	914,00	3,267,00	

Also valid for the calculation of the price of combined SNCB/TEC train cards.
SNCB distances limited to 150 km.

Appendix 3 Employer's contribution to the transport costs for the private transport of employees whose gross annual remuneration does not exceed EUR 29 680 (*Articles 8 and 9 of this collective labour agreement*) Amounts applicable as from 1 February 2021

Distance	Monthly subscription 2nd class 1 month	Employer contribution for private transport
3	38,00	19,00
4	41,50	20,75
5	44,50	22,25
6	47,50	23,75
7	50,00	25,00
8	53,00	26,50
9	56,00	28,00
10	59,00	29,50
11	62,00	31,00
12	65,00	32,50
13	67,00	33,50
14	70,00	35,00
15	73,00	36,50
16	76,00	38,00
17	79,00	39,50
18	82,00	41,00
19	85,00	42,50
20	87,00	43,50
21	90,00	45,00
22	93,00	46,50
23	96,00	48,00
24	99,00	49,50
25	102,00	51,00
26	104,00	52,00
27	107,00	53,50
28	110,00	55,00
29	113,00	56,50



30	116,00	58,00
31-33	121,00	60,50
34-36	128,00	64,00
37-39	135,00	67,50
40-42	142,00	71,00
43-45	149,00	74,50
46-48	156,00	78,00
49-51	163,00	81,50
52-54	168,00	84,00
55-57	172,00	86,00
58-60	177,00	88,50
61-65	184,00	92,00
66-70	192,00	96,00
71-75	201,00	100,50
76-80	209,00	104,50
81-85	217,00	108,50
86-90	226,00	113,00
91-95	234,00	117,00
96-100	242,00	121,00
101-105	251,00	125,50
106-110	259,00	129,50
111-115	267,00	133,50
116-120	275,00	137,50
121-125	284,00	142,00
126-130	292,00	146,00
131-135	300,00	150,00
136-140	309,00	154,50
141-145	317,00	158,50
146-150	329,00	164,50

Appendix 4 concerning the employer's financial intervention in the price of private transport of workers

The estimated gross annual remuneration of EUR 27 750 shall be taken into account:

1. Fixed elements: the gross monthly salary, including any supplements such as the allowance for knowledge and use of the two national languages. Account shall be taken of the mobile part allocated on the basis of the consumer price index.

The gross annual amount is obtained by multiplying by 12 the fixed elements relating to the first month for which the employer's financial intervention in the price of workers' transport is requested, even if the employee does not work for 12 months.

2. Variable elements:

a) per month: commissions, bonuses, overtime, etc. The gross figures should be based on the last 12 months. If the employee has not worked for 12 months, the amount to be taken into consideration is obtained by multiplying the monthly average of the actual months worked by 12;

b) per year: commissions, bonuses, 13th month and other gratuities which certain employers grant to their staff one or more times a year, by agreement or custom.

The gross amounts allocated during the last 12 months shall be added to the sum of the gross annual amounts referred to in 1. and 2., a).

The estimate of gross annual remuneration should not include:



- 1° supplements of a social nature, such as residence and household allowances, family allowances, holiday pay;
- 2° allowances allocated as reimbursement of expenses (travel expenses, representation expenses, etc.);
- 3° pensions of any kind.



4 Working hours

BLUE COLLAR WORKERS

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.

EMPLOYEES

Average weekly working hours on an annual basis: 38 hours / week.

In companies occupying both employees and blue collar workers, the weekly working hours and working time arrangements for the executive employees supervising the blue collar workers, are the same as those of the blue collar workers.

Notwithstanding the legal provisions, in companies or sectors in which specific collective labour agreements have been agreed upon, implementing specific arrangements in terms of the organization of the working hours to the blue collar workers, those same modalities shall apply to the executive employees of these companies or sectors, provided this staff comes under JLC 200.

CLA of 09/06/2016 (134 429) – RD 13/05/2017 – BOG 27/06/2017

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

GENERAL

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:

<https://employment.belgium.be/en/themes/international/posting/working-conditions-be-respected-case-posting-belgium/minimum-paid>