



## Joint Committee for white-collar workers employed in the chemical industry (JC 207)

*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://www.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). The following wage data are, however, included in the sectoral CLAs of the official Joint Bargaining Committee (JC207).

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# 1 Scope of application

## **Creation and amendments**

*RD 05/07/1978 - BOG 28/07/1978*

*RD 05/06/1981 - BOG 02/07/1981*

Article 1, § 2, point 2

Responsible for the workers whose occupation is mostly of an intellectual nature and for their employers, and this for:

with the exception of enterprises belonging to the Joint committee for large retail companies, the Joint committee on department stores or the Joint committee on multi-branch food stores, for enterprises which, either on their own account or on behalf of third parties, carry out production, processing, shaping, packaging, trade and distribution of chemical products, with the exception of medicines for humans and animals, and the production of synthetic products, the processing and shaping of these products when they do not require techniques or knowledge of a trade specific to other branches of activity, and the consultancy offices involved.

For example, the following sectors of activity are considered to meet this definition:

- manufacturing, processing, shaping, packaging and storage of all chemical products, including those resulting from gasification;
- mineral chemistry: elements, acids, bases and salts, mineral fertilizers, alkalis and their derivatives;
- fertilizers and nitrogen products and derivatives;
- electrochemistry and electrothermics;
- organic chemistry and petrochemistry;
- production, synthesis, biosynthesis, cultivation of active substances for therapeutic use;
- production of medicinal products for human and veterinary medicine, including contract manufacturing and packaging;
- pesticide production, including contract manufacturing and packaging;
- dyes, pigments and vitrified enamels;
- paints, varnishes, enamels, coatings, mastics, printing inks, sealing compounds, wood and metal preservatives, building products;
- essential oils, extracts, flavourings, essences, food and feed additives, in so far as they require the use of a chemical process;
- perfumes, eau de toilette extracts, cosmetic, hygiene and toiletries products, including contract manufacturing and packaging;
- soaps, surfactants, detergents, laundry detergents, household and maintenance products;
- glues, gelatins, primers and adhesives;
- powders, explosives, fireworks, including their accessories, matches;
- photographic and cinematographic products, sensitive surfaces, image and sound carriers;
- production of artificial and synthetic plastics, including cellulose derivatives, but excluding artificial and synthetic fibres;
- production of synthetic rubber, vulcanisation and retreading of tyres when these operations are not integrated into a garage business;
- processing and shaping of natural and synthetic rubbers and their associations with plastics;
- wood distillation;
- distillation of coal tar and coal charring derivatives;
- processing of non-food fats;
- compressed, liquefied and dissolved gases, with the exception of petroleum products;
- office products and supplies;
- extraction of plant and animal derivatives;
- manufacturing of mineral oils and fats, with the exception of industries under the Joint committee for the petroleum industry and trade;
- laboratories for the industrial analysis of products, nuisances and pollution;
- consultancy offices dealing with matters concerning the chemical industry;



- all applications and by-products of the nuclear industries, with the exception of power generating plants;
- chemical engineering;
- industrial exploitation, treatment and recovery of waste, by-products and residues by physico-chemical and/or chemical processes;
- packaging in aerosol form of all non-food products;
- processing and/or shaping of plastics and synthetic materials, including the manufacture, in the main order, of artificial flowers made of plastics;
- cleaning of tanks by physico-chemical and/or chemical processes;
- latexing, in so far as this activity is not mentioned under another Joint committee, with the exception of the Auxiliary Joint committee for blue-collar workers.



## 2 Remuneration

### 2.1 Wages scale (gross)

#### 2.1.1 Minimum monthly salaries : WAGE SCALE

#### **NATIONAL**

01/02/2023: indexation % : 2

CLA of 18 February 2014 (120 815) (RD 08/10/2014-BOG 09/01/2015)

This CLA enters into force on 1 January 2014 and is concluded for an indefinite period of time

CLA of 2 December 2021 (169 687) (RD 19/06/2022-BOG 22/11/2022)

This CLA enters into force on 1 December 2022 and is concluded for an indefinite period of time

Years Experience	Category				
	1	2	3	4a	4b
0	2,228.39	2,274.71			
1	2,242.83	2,291.79	2,324.81		
2	2,257.08	2,309.01	2,351.31		
3	2,271.44	2,326.01	2,377.65	2,517.37	
4	2,285.89	2,343.29	2,404.32	2,547.76	2,709.95
5	2,300.26	2,360.43	2,430.81	2,578.22	2,744.57
6	2,314.56	2,377.52	2,457.48	2,608.80	2,779.04
7	2,328.89	2,394.67	2,483.85	2,639.17	2,813.64
8	2,343.29	2,412.07	2,510.46	2,669.68	2,848.06
9	2,357.61	2,429.03	2,537.05	2,700.08	2,882.81
10	2,371.86	2,446.18	2,563.57	2,730.55	2,917.39
11	2,386.27	2,463.24	2,590.00	2,761.13	2,951.75



Years Experience	Category				
	1	2	3	4a	4b
12	2,400.69	2,480.51	2,616.64	2,791.64	2,986.31
13	2,415.09	2,497.71	2,643.06	2,822.09	3,020.83
14	2,429.37	2,514.86	2,669.53	2,852.65	3,055.42
15	2,443.75	2,532.03	2,696.17	2,883.21	3,089.79
16	2,458.00	2,549.28	2,722.71	2,913.50	3,124.48
17	2,472.46	2,566.30	2,749.31	2,943.91	3,158.92
18	2,486.83	2,583.42	2,775.82	2,974.56	3,192.86
19	2,501.05	2,600.59	2,802.28	3,004.89	3,228.07
20	2,515.47	2,617.78	2,828.77	3,035.47	3,262.54
21		2,634.96	2,855.47	3,066.05	3,297.17
22			2,881.87	3,096.55	3,331.74
23			2,908.41	3,126.95	3,366.29
24			2,935.10	3,157.49	3,400.83
25			2,961.59	3,187.77	3,435.35
26			2,988.11	3,218.44	3,469.93
27				3,248.89	3,504.23
28				3,279.29	3,538.98
29				3,573.39	3,504.23
27				3,248.89	3,538.98
28					3,279.29
29					3,573.39



## **PLASTICS PROCESSING INDUSTRY IN WESTERN FLANDERS**

See Wage scale national

### **2.1.2 Sales representatives**

The minimum salary for sales representatives is at least equal to the sectoral minimum salaries linked to experience in category 4A

*CLA of 1 July 2014 (105 219) (RD 18/11/2011 -BOG 10/01/2012)*

*This CLA is concluded for an indefinite period of time and enters into force on 1 July 2011.*

### **2.1.3 Companies not covered by the agreement**

Companies not covered by the agreement" means: Companies which are not bound, with regard to the possible increase in purchasing power during the period 2021-2022, by a collective labour agreement concluded in accordance with the provisions of the law of 5 December 1968 on collective labour agreements and joint committees.

The monthly salary and team bonuses - provided that they are expressed as lump sums in force on 31 December 2021, effectively paid in companies not covered by the agreement - are increased by 0.4 p.c. gross from 1 January 2022. For the monthly salary, always with a minimum of € 17,333 gross/month.

*CLA of 2 December 2021 (169 686) (RD 26/06/2022 - BOG 23/11/2022)*

*This CLA is concluded for an indefinite period of time and enters into force on 1 January 2022*

### **2.1.4 Students**

90% of the lowest monthly salary in the corresponding function category

*CLA of 18 February 2014 (120 798) (RD 09/10/2014 - BOG 07/01/2015)*

*This CLA is concluded for an indefinite period of time and enters into force on 1 January 2014.*

### **2.1.5 Jobclassification**

There is no CLA, which is made compulsory by Royal Decree, available

## 2.1.6 Seniority

Art. 3. If an employee, after the expiry of successive fixed-term contracts, is hired under an open-ended employment contract, for the same job and without an interruption of more than 4 weeks, no new trial period shall be agreed upon and the seniority already acquired under the fixed-term contracts shall be maintained.

This rule applies on condition that the total duration of the successive fixed-term employment contracts is at least equal to 6 or 12 months in total provided that, in accordance with Article 67, §2 of the Act of 3 July 1978 on employment contracts, the trial period may reach a maximum of 6 or 12 months respectively, depending on whether or not the annual salary exceeds the ceiling specified in Article 67, §2 of the Act of 3 July 1978 on employment contracts.

*CLA of 12 July 2007 (84 936) RD 19/02/2008 – BOG 9/04/2008)*

*This CLA is concluded for an indefinite period of time and enters into force on 2 May 2007.*

Art. 3 "Relevant experience"

§ 1. "Relevant experience" is understood to mean: any period of professional activity, expressed in full years (= periods of 12 months), as an employed worker, a self-employed person, a civil servant or under an apprenticeship contract, both inside and outside the chemical industry, taking into account the assimilations mentioned in §§ 2, 3 and 4 of this article.

§ 2. All periods of suspension of the employment contract are assimilated to relevant experience except for:

- a) periods of suspension of the employment contract without continued pay for a period of more than one month (accumulated on an annual basis);
- b) periods of incapacity for work due to illness (other than occupational disease) or a private accident lasting more than one year;
- c) periods of full-time time credit (other than thematic leaves) from the second year onwards.

§ 3. Periods of unemployment with benefits are assimilated to relevant experience up to a maximum of one year.

This maximum does not apply if, at the end of this one-year period, the employee concerned undergoes vocational training organized by one of the regional employment services or by one of the training centers accredited by the sector. In this case, the full period of vocational training as an unemployed person entitled to benefits is assimilated to relevant experience.

§ 4. The study period following the period of compulsory education is assimilated to relevant experience up to a maximum of 3 years. For those who have obtained a master's degree, this period is extended to a maximum of 5 years.

§ 5. For the determination of relevant experience, the different periods of professional activity and/or assimilations may not give rise to a cumulation (or double counting) for the same period.

§ 6. For the granting of relevant experience, no distinction is made between full-time and part-time work.

§ 7. For the granting of relevant experience, no distinction is made between relevant experience in Belgium and abroad.

Art. 5 Evolution of the experience-based minimum monthly salaries

§ 1. From the granting of the experience-based minimum monthly salary upon commencement of employment, this minimum monthly salary makes an experience-based jump (= increases) each time the relevant experience, as defined in Article 3 above, has increased by 12 months according

to the table set out in the appendix to this collective labour agreement and taking into account § 4 of this article.

§ 2. Employees who have suspended their employment contract for more than one month in the course of 12 months between 2 experience- based jumps without continued pay, shall be entitled, taking into account § 4 of this article, to an experience-based jump equal to the experience-based jump provided for in the remuneration system multiplied by a fraction whose denominator is equal to 12 and whose numerator is equal to the difference between 12 and the number of months of suspension without continued pay, taking into account the assimilation of one month as defined in Article 3, § 1 of this collective labour agreement.

§ 3. In case of change to a higher job category, the new experience-based minimum monthly salary of the new job is immediately granted (= horizontal jump), with the relevant experience being maintained.

The next experience-based jump will occur after 12 months of additional relevant experience as defined in § 1, taking into account § 4 of this article.

§ 4. The experience-based jumps mentioned in §§ 1, 2 and 3, 2<sup>nd</sup> paragraph and in Article 6, § 2 are effectively granted on 2 fixed dates:

- a) 1 April of each year for employees who started work between 1 January and 30 June;
- b) 1 October of each year for employees who started work between 1 January and 30 June.

*CLA of 18 February 2014) (120 798) (RD of 9/10/2014 - BOG of 7/01/2015)  
This CLA enters into force on 1 January 2014 and is concluded for an indefinite period of time.)*

Art. 3 If a temporary worker is hired under an employment contract with the same user from 1 December 2021, the seniority acquired as a temporary worker with that user is taken over in accordance with the following rules:

- seniority as a temporary worker is assimilated up to a maximum of 18 months for all the benefits at company level for which seniority is taken into account, except for the end-of-year bonus;
- for each block of 20 days of effective services with the same user, the worker is entitled to 1 month of seniority with a maximum of 18 months.

*CLA of 21 December 2021 (172 491) (RD 14/10/2022 – BOG 15/03/2023)  
This CLA is concluded for an indefinite period of time and enters into force on 1 December 2021*





## 2.2 Bonuses/Allocations

### NATIONAL

#### End of the year bonus

##### **CLA of 20 June 2017 (141 367)**

*(Royal Decree 15/04/2018 - Belgian Official Gazette 03/05/2018)*

##### **Minimum end-of-year bonus**

###### *Scope of application*

Article 1. This collective labour agreement applies to the employers of the companies falling under the competence of the Joint committee for employees in the chemical industry and to their employees whose jobs are included in the job classification system established by this Joint committee (hereinafter referred to as "the worker(s)").

###### *Allocation Modalities*

The term "worker(s)" is understood to mean: male and female workers.  
Terms and conditions for granting the end-of-year bonus

Art. 2 An end-of-year bonus is granted by the employers to the workers referred to in Article 1 who:

- a) have at least six months' seniority in the company on 31 December of the current year;
- (b) are bound to the company by an employment contract for employees at the time of payment of the bonus.

Art. 3 The minimum end-of-year bonus is set at 100% of the basic remuneration for the month of December.

Art. 4 Workers who meet the requirements mentioned in Article 2 are entitled to one twelfth of the amount of the bonus per month actually worked during the year in question, from 1 January to 31 December.

Art. 5 If the worker was hired before the 16<sup>th</sup> day of the month, that month shall be treated as a fully worked month.

The month in which the employment contract for workers ends shall be treated as a full month, provided that the contract ends after the 15<sup>th</sup> day of the month.

Derogations

###### *Derogations*

Art. 6 Workers whose employment contract is terminated during the year in question, excluding those who resigned before they had at least one year's seniority in the company at the end of the employment contract and excluding those who were dismissed by their employer for serious reasons, shall receive the bonus in proportion to the number of months actually worked during that year, provided that they have six months' seniority in the company at the time when the notice is given.

Art. 7 Retired workers, as well as the beneficiaries of a deceased worker, shall receive the bonus under the same conditions as those mentioned in Art. 6.

The term "beneficiaries" is understood to mean:

- the surviving spouse;
- failing them, the minor children of the deceased worker who lived with the deceased worker;



- failing them, the parents of the deceased worker whom the deceased worker was supporting.

#### *Assimilations*

Art. 8 The following situations are assimilated to actual work:

- absences due to an occupational disease, an accident at work or an accident on the way to or from work, up to a maximum duration of twelve months and provided that they are recognized by the insurance body;
- absences due to sickness justified by a medical certificate and recognized by the insurance body, up to a maximum duration of six months;
- absences for maternity leave, justified by a medical certificate and recognized by the insurance body;
- statutory annual leave, public holidays, "leave of absence", absences within the framework of the legislation on educational leave and social promotion, days of union leave, leave for the exercise of a part-time political mandate and days not worked in application of Article 77/4 of the Act of 3 July 1978 on employment contracts up to sixty days;
- the seniority leave respectively provided for in the collective labour agreements of 28 June 2005 (Royal Decree of 6 December 2005; Belgian Official Gazette of 2 January 2006) and 12 July 2007 in accordance with Article 7 of the 2007-2008 national agreement concluded on 2 May 2007 by the Joint committee for employees in the chemical industry;
  
- the period of birth leave (also referred to as "paternity leave") as defined in Article 30, § 2 of the Act of 3 July 1978 on employment contracts;
- the period of adoption leave as defined in Article 30ter of the Act of 3 July 1978 on employment contracts.

#### *Payment period*

Art. 9 The end-of-year bonus is paid before 25 December of the current year.

#### *Final provisions*

Art. 10 This collective labour agreement is without prejudice to more favourable systems existing at company level.

Art. 11 This collective labour agreement enters into force on 1 January 2017 and is concluded for an indefinite period of time.

### **CLA of 21 November 2021 (169 190)**

*(Royal Decree 06/06/2022 – Belgian Official Gazette 07/11/2022)*

#### **End-of-year bonus for sales representatives**

##### *Article 1. Scope of application*

This collective labour agreement applies to the employers of the companies falling under the competence of the Joint committee for employees in the chemical industry and to the employees who have the status of sales representatives, in accordance with Article 4 of the Act of 3 July 1978 on employment contracts, hereinafter referred to as "the worker(s)".

The term "workers" is understood to mean: male and female workers.

##### *Allocation Modalities*

Art. 2. An end-of-year bonus is granted by the employers to the workers referred to in Article 1 who:

- a) have at least six months' seniority in the company on 31 December of the current year;
- (b) are bound to the company by an employment contract for employees at the time of payment of the bonus.

Art. 3 The end-of-year bonus granted to the employees referred to in Article 1 of this collective agreement is set as follows:



As from the year 2021, the employer grants an end-of-year bonus which is payable at the latest in January 2022 as far as the end-of-year bonus relating to the calendar year 2021 is concerned, and which is equal to 100% of the gross monthly salary of December 2021 (fixed remuneration plus the average of any commissions), capped at EUR 2,239.

For sales representatives whose remuneration is partially or totally made up of commissions, the end-of-year bonus is calculated on the monthly average of the commissions of the last twelve months.

This bonus is granted taking into account all other pecuniary benefits or benefits that can be valued in money, whatever their name, which have been granted or are to be granted according to the terms and conditions specific to the company and to which the worker is entitled, at the expense of the employer, as a result of their recruitment.

Art. 4 Workers who meet the requirements mentioned in Article 2 are entitled to one twelfth of the amount of the bonus per month actually worked during the year in question, from 1 January to 31 December.

Art. 5. If the worker was hired before the 16<sup>th</sup> day of the month, that month shall be treated as a fully worked month.

The month in which the employment contract ends shall be treated as a full month, provided that the contract ends after the 15<sup>th</sup> day of the month.

#### *Derogations*

Art. 6. Workers whose employment contract is terminated during the year in question, excluding those who resigned before they had at least one year's seniority in the company at the end of the employment contract and excluding those who were dismissed by their employer for serious reasons, shall receive the bonus in proportion to the number of months actually worked during that year, provided that they have six months' seniority in the company at the time when the notice is given.

Art.7 Retired workers, as well as the beneficiaries of a deceased worker, shall receive the bonus under the same conditions as those mentioned in Art. 6.

The term "beneficiaries" is understood to mean:

- the surviving spouse;
- failing them, the minor children of the deceased worker who lived with the deceased worker;
- failing them, the parents of the deceased worker whom the deceased worker was supporting.

#### *Assimilations*

Art. 8 The following situations are assimilated to actual work:

- absences due to an occupational disease, an accident at work or an accident on the way to or from work, up to a maximum duration of twelve months and provided that that they are recognized by the insurance body;
- absences due to sickness justified by a medical certificate and recognized by the insurance body, up to a maximum duration of six months;
- absences for maternity leave, justified by a medical certificate and recognized by the insurance body;
- statutory annual leave, public holidays, "leave of absence", absences within the framework of the legislation on educational leave and social promotion, days of union leave and leave for the exercise of a part-time political mandate.

#### *Final provisions*

Art. 9. This collective labour agreement is without prejudice to more favourable systems existing at company level.

Art. 11. Duration

This collective labour agreement is concluded for an indefinite period of time and enters into force on 1 December 2021.



**INDUSTRIE TRANSFORMATRICE DE MATIERES  
PLASTIQUES DE FLANDRE OCCIDENTALE**

See National

## 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.

### **NATIONAL**

#### Transport costs

**CLA of 17 January 2023 (178 046)** (*applicable from 9 September 2023*)  
(*R.D. 07/06/2023 - BOG 30/08/2023*)

##### **Transport of workers**

###### *Article 1. Scope of application*

This collective labour agreement applies to the employers of the companies falling under the competence of the Joint committee for employees in the chemical industry and to their employees whose jobs are included in the job classification system established by this Joint committee, hereinafter referred to as "the worker(s)".

The term "worker(s)" is understood to mean: male and female workers.

Art. 2 Except where the employers themselves organize and finance the transport of their workers, the employers' contribution to the transport costs paid by the workers shall be determined, as from 1 February 2023, in accordance with the provisions of Articles 3 to 6 of this collective labour agreement.

###### Art. 3 Employer's contribution

###### *§ 1. Public rail transport*

With regard to the transport organised by the SNCB/NMBS, the employer's contribution in the price of the transport ticket used shall be calculated, as from 1 July 2020, on the basis of the table of lump sums set out in Article 3 of Collective agreement no. 19/9 concluded in the National Labour Council.

###### *§ 2. Public transport other than rail transport*

With regard to public transport other than rail transport, the employer's contribution in the price of the season ticket shall be calculated in accordance with the terms and conditions set out in Article 4 of Collective agreement no. 19/9 concluded in the National Labour Council.

###### *§ 3. Combined public transport*

With regard to combined public transport, the employer's contribution in the price of the ticket shall be calculated, in accordance with the terms and conditions set out in Articles 5 and 6 of Collective agreement no. 19/9 concluded in the National Labour Council.

*§ 4. Public transport in the territory of another Member State*

With regard to public transport in the territory of another Member State, the employer's contribution in the price of the ticket shall be calculated, in accordance with the terms and conditions set out in Article 7 of Collective agreement no. 19/9 concluded in the National Labour Council.

*Impossibility to make normal use of public transport*

Art. 4 If the worker cannot make normal use of public transport because of the geographical location of the company or because of the working hours, the employer's contribution is extended to workers who are forced to use a private means of transport. As from 1 February 2009, where a means of transport other than public transport is used for a distance of at least 5 km, the employer's contribution remains linked to the previous table (in accordance with the Act of 27 July 1962 establishing an employers' contribution in the loss incurred by the SNCB/NMBS as a result of the season tickets issued for manual workers and employees) on the basis of 70% on average, as set out in the appendix hereto and adjusted to the new fares on 1 February of each year (year N+1).

Art. 5 As long as the SNCB/NMBS does not publish fares for a weekly pass, the columns "weekly pass fares" and "contribution weekly pass" of the table "Employer's contribution in the use of a means of transport other than public transport" (hereto attached) shall be adapted on 1 February of each year (year N+1) (if the SNCB/NMBS publishes new fares), in the following way:

*"Weekly pass rates"*

The weekly pass rates of the previous year (year N) are increased, for each distance, by the increase percentage, for the same distance(s), of the monthly pass price of the current year (year N+1), rounded to 2 decimals on the basis of mathematical rounding. The increase percentage of the monthly pass price is, in turn, obtained by comparing the monthly pass rates of year N for each distance with the monthly pass rates of year N+1 for each distance (percentage rounded to 2 decimals on the basis of mathematical rounding).

*"Contribution in weekly pass"*

The employer's contribution in the weekly pass price is based on an average of 70%.

Art. 6 As long as the SNCB/NMBS publishes fares for monthly passes, quarterly passes and annual passes limited to 150 km, the SNCB/NMBS table will be supplemented by the fares from 151 km up to 200 km and the corresponding employer's contributions on 1 February of each year (year N+1) (if the SNCB/NMBS publishes new fares), which are obtained as follows:

*"Prices from 151 km up to 200 km for the monthly, quarterly and annual pass"*

The rates of the monthly pass, the quarterly pass and the annual pass limited to 150 km are supplemented by increasing the rates of the above-mentioned passes of the previous year (year N) from 151 km up to 200 km by the average increase percentage, for all distances up to 150 km, of the relevant pass price of the current year (year N+1), rounded to 2 decimals on the basis of mathematical rounding.

The average increase percentage of the above-mentioned pass price is, in turn, obtained by comparing the rates for all distances up to 150 km for the monthly, quarterly and annual pass of year N (limited to 150 km) with the rates for all distances up to 150 km for the monthly, quarterly and annual pass of year N+1 (percentage rounded to 2 decimals on the basis of mathematical rounding).

*"Contribution in monthly, quarterly, annual pass"*

The employer's contribution in the monthly, quarterly and annual pass is based on an average of 70%.

*"Prices from 151 km up to 200 km for the weekly pass"*

The rates of the weekly pass, obtained pursuant to Article 5, are supplemented by 151 km up to 200 km as follows: the rates from 151 km up to 200 km of year N are increased by the average

increase percentage, for all distances up to 150 km, of the monthly pass of year N+1, as obtained in application of this article.

Art. 7 The provisions of this collective labour agreement are without prejudice to the more favourable working conditions existing in the companies.

*Art. 8. Repayment period*

The employer's contribution in the transport costs paid by the workers is paid at least monthly.

*Art. 9 Repayment method*

The employer's contribution in the transport costs paid by the workers is subject to the delivery, as the case may be, of one or more of the certificates mentioned below:

- a) A special certificate issued by the SNCB/NMBS for the train pass for transport by rail;
- b) An official document stating the distance travelled for the regular use of one or more means of public transport other than rail transport;
- (c) A statement signed by the workers certifying that they regularly use a means of transport other than those mentioned in (a) and (b) above for a distance of at least 5 km.

Art. 10. In addition to the contribution to the cost of the rail pass as provided for in this collective labour agreement, the employer shall contribute, as from 1 February 2022, to the cost of a monthly parking pass in the SNCB car parks at the rate of €10 per month (employer's cost), on presentation of supporting documents and in proportion to the pass formula.

*Art. 11 Duration*

This collective labour agreement is concluded for an indefinite period of time. It enters into force on 1 February 2023.

Appendix to the collective labour agreement of 17 January 2023 concluded in the Joint committee for employees in the chemical industry concerning the transport of workers.

Employer's contribution in the use of a means of transport other than public transport

Distance	1 week		1 month		3 months		12 months		Pct.
	Price	Contribution	Price	Contribution	Price	Contribution	Price	Contribution	
1-3	12.70	8.30	42.50	27.75	119.00	77.75	425.00	277.65	
4	13.90	9.10	46.00	30.05	129.00	84.30	462.00	301.85	
5	15.00	9.80	50.00	32.65	140.00	91.45	500.00	326.65	
6	16.00	10.45	53.00	34.65	149.00	97.35	532.00	347.55	
7	16.90	11.05	56.00	36.60	158.00	103.25	564.00	368.50	
8	17.90	11.70	60.00	39.20	167.00	109.10	596.00	389.40	
9	18.80	12.30	63.00	41.15	176.00	115.00	628.00	410.30	
10	19.80	12.95	66.00	43.10	185.00	120.85	660.00	431.20	
11	20.70	13.60	69.00	45.40	194.00	127.65	692.00	455.35	
12	21.70	14.30	72.00	47.40	203.00	133.55	724.00	476.40	
13	22.70	15.05	76.00	50.35	212.00	140.50	756.00	501.00	
14	23.60	15.65	79.00	52.35	220.00	145.80	787.00	521.50	
15	24.60	16.30	82.00	54.35	229.00	151.75	819.00	542.70	



16	25.50	16.95	85.00	56.55	238.00	158.25	851.00	565.90	
17	26.50	17.60	88.00	58.50	247.00	164.25	883.00	587.20	
18	27.50	18.30	92.00	61.20	256.00	170.25	915.00	608.50	
19	28.50	19.00	95.00	63.40	265.00	176.85	947.00	631.95	
20	29.50	19.70	98.00	65.40	274.00	182.85	979.00	653.30	
21	30.50	20.35	101.00	67.40	283.00	188.85	1011.00	674.65	
22	31.50	21.10	104.00	69.65	292.00	195.55	1043.00	698.45	
23	32.50	21.85	108.00	72.60	301.00	202.25	1075.00	722.40	
24	33.00	22.20	111.00	74.60	310.00	208.30	1107.00	743.90	
25	34.00	22.85	114.00	76.60	319.00	214.35	1139.00	765.40	
26	35.00	23.60	117.00	78.90	328.00	221.20	1171.00	789.65	
27	36.00	24.30	120.00	80.90	337.00	227.25	1203.00	811.20	
28	37.00	24.95	123.00	82.95	346.00	233.30	1235.00	832.80	
29	38.00	25.60	127.00	85.65	355.00	239.40	1267.00	854.40	
30	39.00	26.30	130.00	87.65	364.00	245.45	1299.00	875.95	
31-33	40.50	27.50	135.00	91.65	378.00	256.66	1351.00	917.35	
34-36	43.00	29.60	143.00	98.45	400.00	275.35	1429.00	983.65	
37-39	45.00	31.30	151.00	105.00	422.00	293.45	1508.00	1048.55	
40-42	47.50	33.30	159.00	111.50	444.00	311.30	1586.00	1112.05	
43-45	50.00	35.45	166.00	117.75	466.00	330.55	1665.00	1181.05	
46-48	52.00	37.15	174.00	124.25	488.00	348.45	1743.00	1244.50	
49-51	55.00	39.60	182.00	131.00	510.00	367.10	1822.00	1311.55	
52-54	56.00	40.50	188.00	136.00	526.00	380.45	1877.00	1357.70	
55-57	58.00	41.95	193.00	139.60	541.00	391.30	1933.00	1398.20	
58-60	60.00	43.70	199.00	144.85	557.00	405.50	1989.00	1448.00	
61-65	62.00	45.15	206.00	149.95	578.00	420.80	2064.00	1502.60	
66-70	65.00	47.55	216.00	158.00	604.00	441.85	2157.00	1577.85	
71-75	67.00	49.15	225.00	165.10	630.00	462.30	2250.00	1651.10	
76-80	70.00	51.45	234.00	172.00	656.00	482.15	2343.00	1722.10	
81-85	73.00	53.90	244.00	180.20	682.00	503.65	2436.00	1799.00	
86-90	76.00	56.20	253.00	187.15	708.00	523.70	2529.00	1870.60	
91-95	79.00	58.70	262.00	194.70	734.00	545.50	2622.00	1948.60	
96-100	81.00	60.20	272.00	202.15	760.00	564.80	2715.00	2017.70	
101-105	84.00	62.60	281.00	209.50	786.00	585.95	2808.00	2093.35	
106-110	87.00	65.05	290.00	216.85	812.00	607.25	2901.00	2169.45	
111-115	90.00	67.40	299.00	223.95	838.00	627.65	2995.00	2243.25	
116-120	93.00	70.00	309.00	232.50	865.00	650.90	3088.00	2323.70	
121-125	95.00	71.50	318.00	239.30	891.00	670.50	3181.00	2393.70	
126-130	98.00	73.85	327.00	246.45	917.00	691.10	3274.00	2467.50	
131-135	101.00	76.35	337.00	254.75	943.00	712.90	3367.00	2545.45	
136-140	104.00	78.60	346.00	261.60	969.00	732.55	3460.00	2615.75	
141-145	107.00	80.90	355.00	268.40	995.00	752.20	3553.00	2686.05	
146-150	111.00	84.05	368.00	278.65	1031.00	780.65	3683.00	2788.65	
151-155	112.00	84.80	374.00	283.20	1047.00	792.75	3739.00	2831.05	
156-160	115.00	87.05	383.00	290.00	1073.00	812.45	3832.00	2901.45	
161-165	118.00	89.35	393.00	297.55	1099.00	832.15	3925.00	2971.90	





166-170	121.00	91.60	402.00	304.40	1125.00	851.80	4019.00	3043.05	
171-175	123.00	93.15	411.00	311.20	1151.00	871.50	4112.00	3113.45	
176-180	126.00	95.40	420.00	318.00	1177.00	891.20	4205.00	3183.90	
181-185	129.00	97.65	430.00	325.60	1203.00	910.85	4298.00	3254.30	
186-190	132.00	99.95	439.00	332.40	1229.00	930.55	4391.00	3324.70	
191-195	135.00	102.20	448.00	339.20	1256.00	951.00	4484.00	3395.15	
196-200	137.00	103.75	458.00	346.80	1282.00	970.70	4577.00	3465.55	



## **PLASTICS PROCESSING INDUSTRY IN WESTERN FLANDERS**

See National



## 4 Working hours

On average on an annual basis: 38 h/week

*CLA of 12 November 1987 (20 475) R.D. 06/05/1988 – B.O.G 10/06/1988  
This CLA comes into effect on 1 July 1987 for an indefinite period.*

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

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

More information on the site of the FPS ELSD:

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

### 20 Legal Holidays (in five-day system):

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

More information on the site of the FPS ELSD:

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