



## Joint Committee for the employees of the metal fabrications sector (JC 209)

*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>

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# 1 Scope of application

This file applies to companies governed by the Joint Committee for the employees in the metal fabrications sector, for work performed in Belgium.

Institution and changes

- (0) R.D. 05/07/1978 M.D 28.07.1978
- (1) R.D. 23.03.1987 M.D 15.04.1987
- (2) R.D. 08.01.1992 M.D.21.01.1992
- (3) R.D. 19.09.1995 M.D 17.10.1995
- (4) R.D. 10.02.2008 M.D 18.02.2008

Article 1, § 2, point 1

Competent for workers whose occupation has mainly an intellectual character and for their employers, for enterprises which primarily manufacture, transform, process, assemble or perform one of these operations making use of ferrous and non-ferrous elements, as well as of precious metals, synthetic thermoplastics, thermosetting or composite materials or any other substitute materials, when the implementation of these materials implies techniques or knowledge pertaining to metal, mechanical and electrical constructions, as well as the engineering agencies dealing with them; the individual persons and bodies governed by the Joint Committee for the approved inspection bodies excluded; the enterprises, with the exception of those whose workers governed by the Joint Construction Committee, primarily engaged in:

- The renting of services and / or of materials for the execution of all lifting work;
- The execution of all lifting work.

Are, for instance, considered to meet this definition, the following activity sectors

- Steel mills and metal casting foundries;
- Wire drawing, drawing, cold rolling, extruding, calendaring and related techniques;
- Forges, prints, large stamping, thermoforming and related industries, including profiles, chains and tubes, with the exception of seamless steel tubes;
- Sheet metal working and diverse manufacturing such as light and heavy packaging, sheet metal products for industrial or non-industrial use, household appliances, construction work accessories, metalwork, metal furniture, beds, box springs and metal mattresses;
- Manufacturing and placement of metalwork, with the exception of enterprises ensuring the placement of more than half of their annual production by their own personnel, and provided that such placement on the building site requires more than 35% of the hours worked by all the blue collar workers of the enterprise;
- Construction, assembly and inspection of bridges, roofs and elevators;
- Boilers and furnaces;
- Ship- and riverboat building and ship and riverboat repair;
- Rail and tramway equipment;
- Automobile, cycle, aerospace and related industries, including the industrial construction of bodies, caravans, trailers and semi-trailers, as well as baby carriages; the industrial construction requires the implementation of industrial processes such as the production in line or in series, with the exception of the small series or non-serial pieces, and as opposed to craftsmanship;
- Engines, pneumatics, hydraulics, compressors, pumps, fans, machine tools, textile machinery, machinery and tools for shaping synthesis materials, thermoplastics and thermosetting or composites, various machines and all their accessories, tools;
- Various types of mechanical engineering such as those relating to gears and to valves, general mechanical engineering, lathing;
- Lifting, handling and weighing appliances;
- Machinery and equipment for various industries, fine mechanical engineering;
- Equipment for agriculture, horticulture and animal husbandry;
- Repair, maintenance and control of machines, tools, equipment and vehicles produced by enterprises governed by the metal, mechanical and electrical fabrication sector, to the exclusion of



- those governed by the National Joint Committee of the garage enterprises or the National Joint Committee of commercial aviation ;
- Rectification work;
  - Revision of petrol and diesel engines;
  - Cutlery;
  - Manufacture of chandeliers;
  - Manufacture of all lighting and signaling appliances including their placement when the company produces itself in whole or in part the material it installs;
  - Industrial electrical equipment and small installation equipment, domestic electric appliances, manufacturing without placement of incandescent fluorescent, neon, mercury vapor, rays or other tubes and lamps;
  - Electrical installations, including neon installations, when the enterprise produces itself in whole or in part, the material it installs for industrial use.
  - Batteries; accumulators
  - Telecommunications, industrial and general use electronics;
  - Radio and television appliances, and spare parts;
  - Laboratory and measuring devices and the like;
  - Optical appliances;
  - Special medical equipment, excluding those companies governed by the JC of the chemical industry ;
  - Zippers;
  - Metal toys;
  - Manufacture of musical instruments;
  - Electroplating, nickel plating, chrome plating, polishing, glazing, painting of machinery, parts or elements; coloring of metal, painting and baking, covering by dipping, gimping, plating and their derivatives;
  - Processing and / or shaping of plastics and materials related to the manufacture of products for metal; electrical and mechanical construction according to techniques that are suitable for the processing of metals;
  - Manufacture of reinforced plastics;
  - Manufacture of components for ventilation and air conditioning;
  - Water treatment facilities including water purification (electromechanical part);
  - Refuse treatment facilities (electromechanical part);
  - Watches and silverware industry;
  - Arms and ammunition, excluding enterprises governed by the Joint Committee of the armory construction by hand;
  - Consultancy agencies dealing with the activity sectors above



## **2 Remuneration**

### **2.1 Wage scale (gross)**

#### **2.1.1 Guaranteed average minimum monthly income**

**18/11/2021**

*CLA of 12 July 2021 (166 267) (RD 21/09/2021 – BOG 08/11/2021)*

*This CLA comes into effect on 1 July 2021 for an indefinite period*

National	1,820.78
Province	
Flemish and Walloon Brabant and Brussels Capital Region	1,820.78
West and East Flanders	1,820.78
Antwerp and Limburg	1,820.78
Liège, Luxembourg, Namur et Hainaut	1,820.78

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

#### **2.1.2 Jobclassification and seniority**

Successive fixed-term employment contracts and temporary contracts that are converted into open-ended employment contracts as of 01.09.2007 take over all the seniority acquired in the company concerned.

If the employee's annual remuneration is lower than the ceiling provided for in Article 67, § 2 of the Law of 03.07.1978 relating to employment contracts and if the total probationary period of the successive fixed-term and temporary employment contracts is at least 6 months, the open-ended contract shall no longer provide for a probationary period.

If the employee's annual remuneration is lower than the ceiling provided for in Article 67, § 2 of the Law of 03.07.1978 relating to employment contracts and if the total probationary period of the successive fixed-term and temporary employment contracts is less than 6 months, the open-ended contract may provide for a probationary period of a maximum duration of 6 months, minus the total duration of the above-mentioned fixed-term and temporary employment contracts. If a probationary period of less than one month remains after this deduction, the open-ended employment contract shall no longer contain a probationary period.



If the employee's annual remuneration is higher than the ceiling provided for in Article 67, § 2 of the Law of 03.07.1978 relating to employment contracts and if the total probationary period of the successive fixed-term and temporary employment contracts is less than 12 months, the open-ended contract may provide for a probationary period of a maximum duration of 12 months, minus the total duration of the above-mentioned fixed-term and temporary employment contracts. If a probationary period of less than one month remains after this deduction, the open-ended employment contract shall no longer contain a probationary period.

Only fixed-term and temporary employment contracts that started after 01.01.2007 shall be taken into consideration.

Fixed-term employment contracts or temporary employment contracts are considered successive if the interruptions between periods of employment do not exceed 3 months.

*CLA of 24 September 2007 (85 840) (RD 18/09/2008 – BOG 09/12/2008)  
This CLA comes into effect on 1 January 2007 for an indefinite period*



## 2.2 Bonuses/Allocations

### End of year bonus

**CLA of 4 November 2019 (156.078)** (applicable from 30 May 2021)  
(Royal Decree 18/04/2021 - Belgian Official Gazette 20/05/2021)

**End of year bonus in the provinces of Flemish Brabant, Walloon Brabant and the Brussels Capital Region**

#### *Scope*

##### Art. 2. *Scope*

The provisions of this CLA apply only to the scaled and scalable employees.

##### Art. 3. *Allocation terms*

The employees having at least one year of seniority in the company at the end of the reference period are eligible for an end of year bonus.

The period between December 1 of the previous year and November 30 of the year concerned shall be taken into account as reference year.

##### Art. 4 *Amount*

The amount of the end of year bonus is equal to 8.33% of annual gross wage. The annual gross wage is calculated on the basis of the wage corresponding to the effective performances and assimilated periods.

The yearly bonus shall be paid during the month of December of the year concerned.

##### Art. 5. *Assimilations*

The following periods shall be assimilated to effective performances:

- The guaranteed wage for the days of absence due to an industrial accident or an occupational disease;
- The guaranteed wage for disease of common law to a maximum of one month and a maximum of one uninterrupted period per year;
- The guaranteed daily pay;
- The annual holidays;
- The public holidays;
- The short-term absenteeism;
- The days of reduction of working hours;
- The trade union training;
- The trade union hours for fulfilling the mandates in the work's council, the committee on prevention and protection at work, union delegation;
- The seniority leave.

##### Art. 6. *Pro rata temporis*

Employees who have one year or more of seniority on the date of their termination of employment are entitled to a pro rata end-of-year bonus regardless of the manner in which the employment contract comes to an end, except in case of dismissal for serious reasons on the employee's part.

##### Art. 8 *Duration*

This CLA has been concluded for an indefinite period as of 1 July 2019.





**CLA of 15 January 2018 (145 052)**

*(Royal Decree 23/01/2006 - Belgian Official Gazette 06/04/2006)*

**End of year bonus for employers and scaled and scalable employees of the metal manufacturing industry in the provinces of East and West Flanders**

CHAPTER I. *Introduction*

Article 1. Scope

This CLA applies to employers and the scaled and scalable employees and the companies situated in the provinces of East and West Flanders, with the exception of the companies located in the "Land van Waas" area. Under "Land of Waas" are to be understood: Beveren-Waas, Kruibeke, Lokeren, Sint-Gillis-Waas, Sint-Niklaas, Stekene, Temse.

This CLA shall not apply to companies assembling bridges and metal skeletons, or to the following companies: Volvo Cars Gent NV / Ghent and Volvo EUROPE Truck NV / Oostakker.

CHAPTER II. *General principle*

Art. 3. Eligible for an end of year bonus equivalent to a 13th Month

Without prejudice to the terms of this CLA on the entitlement to an end of year bonus and its method of calculation, granting and payment terms, the employee is entitled to an end of year bonus equivalent to a 13th month. To be entitled to an end of year bonus, the employee must be employed by November 30 of the year to which the bonus relates, except in the event of death or of a system of unemployment with company supplement or of retirement

CHAPTER III. *Conditions for entitlement to the end of year bonus, calculation, granting and payment terms*

Art. 4.

§ 1. Beneficiaries

a full-time employment (five-day week)

To be entitled to the payment of a end of year bonus, the employee must have actually performed 60 working days during the reference period, except for the cases provided for in Article 4 § 4b and Article 4, § 4c.

b. Full-time employment other than the five-day week

To be entitled to the payment of a end of year bonus, the employee, except for the cases provided for in Article 4, § 4b and Article 4, § 4c, must perform during the reference period a number of effective working days equal to the result of the following operation:

$$\frac{60 \times \text{number of working days} / \text{week}}{5}$$

Example: a white collar worker works full-time in a weekend shift on Saturday and Sunday. He must prove the number of working days according to the following formula:

$$\frac{60 \times 2}{5} = 24 \text{ working days}$$

c. part-time employment (fixed or variable schedule)

To be entitled to the payment of a end of year bonus the employee must during the reference period perform a number of working hours, equal to a pro rata amount of the working hours a full-time worker performs during 60 working days and this proportionally to his part-time employment.

Example: A white collar worker works 20 hours per week. A full-time worker should work 38 hours per week. A full-time worker should work in 60 days 456 hours. A part-time worker must prove a number of working hours according to the following formula:

$$\frac{20 \times 456}{38} = 240 \text{ hours}$$

§ 2. Basis of calculation of the end of year bonus





The end of year bonus, as defined in Article 3, is equal to the individual gross monthly wage of the month of July of the reference period to 100%, this means the individual gross monthly wage without any possible supplements.

### § 3. Reference period

The reference period runs from 1 December of the previous year to 30 November of the year to which the end of year bonus relates.

### § 4. Pro rata payments

Without prejudice to the effective performances defined in Article 4, paragraph 1, the employee is entitled to a pro rata end-of-year bonus amounting to 1/12th of the end-of-year bonus per performed month during the reference period:

- a) in case of entry into service during the reference period;
- b) in case of termination of employment during the reference period regardless of the manner in which the employment contract comes to an end, except in case of dismissal for serious reasons on the employee's part..

### § 5 Assimilations

Without prejudice to performances provided for in the Article 4 § 1, the following periods of absence are assimilated with actual performances in terms of the calculation of the year-end bonus:

- a. the days of an industrial accident;
- b. The days of illness and accident of common law: assimilation of the first two periods of absence during the reference period for which a guaranteed monthly wage was paid (the requirement of having been paid a guaranteed monthly wage does not apply in case of maternity leave) with a maximum duration of six months;
- c. The days of short-term absenteeism;
- d. Statutory paid public holidays;
- e. the days of annual leave.

### § 6. Non-assimilated days

The year-end bonus is reduced per non-assimilated day by 1 / 261 of the gross amount of the bonus.

### § 7. Payment Date of the end of year bonus

The yearly bonus is paid by January 31 of the year following the year to which the bonus relates, provided the employee is in service on November 30 of the reference period or in case of termination of employment of the employee.

### § 8. Existing practices and agreements

The existing company agreements and practices relating to the method of calculation and the terms of allocation and of payment of the end of year bonus, which existed prior to the signing of this CLA, shall remain applicable even if these practices and agreements are less favourable than those of this CLA.

The existing agreements and practices in companies, with respect to the height / the amount of end of year bonus (hours, rates, etc.) that are more favourable than the provisions of this CLA shall continue to apply.

### § 9. Derogation

Companies in serious economic and / or financial difficulties may derogate from these CLA clauses provided they obtain a company agreement, which is subsequently endorsed by the competent Joint Bargaining Committee.

## CHAPTER IV. *Duration*

### Art.5.

This CLA has been concluded for an indefinite period as of 1 July 2017.



**CLA of 15 January 2018 (145.054)**

(Royal Decree 07/10/2018 - Belgian Official Gazette 30/10/2018)

**End-of-year bonus - Land van Waas**

**CHAPTER I. Scope**

This collective labor agreement applies to the companies located in the Land van Waas and which fall under the competence of the National Joint Committee for the employees of the metal fabrication industry.

It does not apply to the companies which fall under the competence of the joint section of craft metal processing companies, to the companies which install bridges and metal trusses, or to the shipyards of Rupelmonde, the Nieuwe Scheldewerven and Kruibeke.

**CHAPTER II. - End-of-year bonus**

An end-of-year bonus equalling a thirteenth month is awarded to the employees according to the following implementing provisions:

**§1. Basis of calculation**

The thirteenth month is equal to the employee's individual basic salary, plus any individual or collective production bonus.

**§ 2. Date on which the remuneration is taken into account - Reference period**

**A. Date on which the remuneration is taken into account:**

1. For an employee registered in the personnel register at the date of payment of the bonus: remuneration as of 30 November of the reference year;
2. In the event of the termination of the employment contract during the reference year: remuneration on the first day of the month in which the person concerned leaves the company;
3. For deduction in case of unjustified absence: the remuneration as of 30 November or the first day of the month in which the person concerned leaves the company.

**B. Reference period**

This period runs from 1 December of the previous year to 30 November of the year to which the bonus relates.

**§ 3. Payment of the bonus - Date of payment of the bonus**

- a) For a full year of service: the bonus will be paid by the last business day before 25 December at the latest;
- b) If the employee leaves the company in the course of the year: payment with the last payment of the employee's remuneration;
- c) If the employee is called for conscription: when the employee's employment contract is suspended.

**§ 4. Beneficiaries**

To be entitled to the payment of all or part of the end-of-year bonus, the employee must have actually worked 60 days during the reference period, with the exception of employees who die or retire during the reference period. This requirement is also met when a part of the required service is consecutively carried out during the previous reference period.

Part-time employees must have actually worked a number of hours during the reference period, which is equal to a proportion of the number of hours of work to be performed by a full-time employee during 60 working days, in proportion to their full-time job. This requirement is also met when a part of the required service is consecutively carried out during the previous reference period.

Example: an employee works 20 hours a week. A full-time employee works 38 hours a week and therefore 456 hours over 60 working days. The part-time employee must have worked a number of hours calculated on the basis of the following formula:  $(20 \times 456)/38 = 240$  hours.

**§ 5. Prorated payment**

- a) Without prejudice to the service actually carried out as referred to in § 4, employees are entitled, when they leave the company, to a prorated end-of-year bonus per month of service amounting to



1/12th of the thirteenth month, regardless of the way in which the employment contract is terminated, except in the case of serious misconduct by the employee.

b) For the calculation of the number of months of service

- an entry into service between the 1<sup>st</sup> and the 15<sup>th</sup> day of the month is considered a full month of service;
- a termination of the employment contract between the 16<sup>th</sup> day and the end of the month is considered a full month of service.

c) In the event of the death of the employee, the individuals who bear the funeral expenses receive the prorated end-of-year bonus.

#### § 6. Assimilations

Without prejudice to § 4 of point 5 of this collective labor agreement, the following periods of absence are treated as actual service as regards the calculation of the thirteenth month:

- a) Accident at work/occupational disease: assimilation of maximum 365 calendar days per accident at work/occupational disease. § 4 of this collective labor agreement is not applicable here;
- b) Sickness, maternity leave and common law accident: assimilation of the first 2 periods of absence for which the employer, pursuant to the Act of 3 July 1978 on employment contracts, must pay the first 30 days (employees with a permanent contract, a fixed-term contract of at least three months or a contract for clearly defined work of at least three months) or the first seven days (employees serving a probationary period, with a fixed-term contract of less than three months or a contract for clearly defined work of less than three months), with a maximum duration of 6 months;
- c) Recall for conscription: full assimilation of the recall period, with the exception of a recall during a period of mobilization or war;
- d) Leave of absence, annual leave and paid holidays: full assimilation for the duration provided for by law or the collective labor agreement;
- e) Credit hours, social promotion, union training, family leave: full assimilation for the duration provided for by the laws or collective labor agreements;
- f) Other paid legal or conventional absences: full assimilation for the duration provided for by the laws or collective labor agreements;
- g) No assimilation for:
  - strikes or lockouts;
  - call for conscription (but proportion).

#### § 7. Deduction for unjustified absence

The value of 1 normal working day per day of unjustified absence.

#### § 8. Final provisions

The more favorable agreements existing at the level of the company remain applicable, with the exception of § 2, A, 2. and § 5, b).

The employee can receive the detailed breakdown of the end-of-year bonus at his/her request.

#### CHAPTER III. Cancellation - *duration* - *termination*

This CLA has been concluded for an indefinite period as of 1 July 2017.

#### **CLA of 15 January 2018 (145 051)**

*(Royal Decree 14/10/2018 - Belgian Official Gazette 31/10/2018)*

#### **Granting an end of year bonus in the province of Limburg**

##### Article 1. Scope

§ 2. For the domains covered by this CLA, the scope is in accordance with the scope that was already provided for by the national or regional CLAs governing these matters or by contracts or practices in these domains existing at company level.

Failing this, the provisions of this CLA apply to the scaled and scalable employees.

## Art. 2. End of year bonus - Realization of a 13th month.

### 2.1. Programmation

A programmation to introduce a 13th month is agreed according to the following provisions :

- in 1992 : 100% of a monthly wage as a 13th month after one year of seniority;

### 2.2. Granting and payment conditions

2.2.1. The reference period for the calculation of the end of year bonus runs respectively from 1 December of the year prior to the year to which the bonus relates to 30 November of the year to which the bonus relates.

2.2.2. The wages taken into account to calculate the end of year bonus are the basic wages of 1 November of the year to which the bonus relates, premiums or supplements of any kind are not included, with the exception of the productivity bonuses.

2.2.3. The end of year bonus is allocated provided 60 days were actually performed during the meant reference period (reduction in working days –days of working hours reduction included). For the purposes of this paragraph, the days provided for in section 2.2.6. are not considered actually worked days.

#### 2.2.4. Condition to enjoy the end of year bonus

a) to be employed respectively by 30 November of the year to which the bonus relates, except for the cases provided for in paragraph 2.2.7. and

b) at that date having reached. at least 6 months of seniority within the company.

2.2.5. The bonus is paid by 31 December of the year to which the bonus relates. The year-end bonus is reduced by 1 / 260th of the gross amount of the bonus per non-assimilated day .

2.2.6. Subject to 60 days of actual performance during the reference period, the following non-worked days or periods are assimilated to actually worked days:

- The statutory paid public holidays;
- The statutory stipulated short-term absenteeism;
- The statutory days of leave;
- The days of reduction of the working hours (AVD-days);
- The days of educational leave;
- The days of union leave;
- The days of family leave with a maximum of 10 days per period of reference;
- The days of recall for military service;
- Sickness, maternity and accident of common law: assimilation of periods of absence during the reference period with a maximum total duration of two months.

These days shall only be assimilated provided 60 actual worked days can be proved during the reference period.

2.2.7 By derogation of article 2.2.4., a) and subject to 60 days of effective performance during the reference period, the employees are paid a pro rata temporis end-of-year bonus in case of termination of employment regardless of the manner in which the employment contract comes to an end, except in case of dismissal for serious reasons on the employee's part.

The condition of sixty days of effective performance in order to be granted the right of a pro rata does not apply in the event of death or of a system of unemployment with a company supplement or of statutory retirement.

In the event of death, the pro rata end-of-year bonus is granted to the person who paid the funeral costs.

2.2.8. The granting and payment terms of the prior existing company agreements remain fully applicable, even if they are less favourable than the granting and payment terms provided for in this CLA.

The companies having already a programming on the amount of the end of year bonus that is more favourable than the provisions of this CLA continue to apply this programming.

2.2.9. The end of year bonus, calculated as mentioned above, is only acquired if no days of unjustified absence occur in the reference period. For each day of unjustified absence served to the beneficiary, a reduction of 10% shall be applied.

2.2.10. Companies in serious economic and / or financial difficulties may derogate from the clauses of these CLAs, provided they agree to follow the provided conciliation procedure.



### Art. 3. Duration

This CLA has been concluded for an indefinite period as of 1 July 2017.

### **CLA of 15 January 2018 (145 053)**

*(Royal Decree 04/11/2018 - Belgian Official Gazette 22/11/2018)*

### **Granting an end of year bonus in the province of Antwerp**

#### CHAPTER I. *Scope*

##### Article 1.

§ 2. For the domains covered by this CLA, the scope is in accordance with the scope that was already provided for by the national or regional CLAs governing these matters or by contracts or practices in these domains prior existing at company level.

Failing this, the provisions of this CLA apply to the scales and scalable employees

#### *End of year bonus - Realization of a 13th month.*

##### Art. 2.

##### 2.1. Programmation

A programming to introduce a 13th month is agreed according to the following provisions :

- in 1992 : 100% of a monthly wage as a 13th month after one year of seniority;

##### 2.2. Granting and payment terms

2.2.1. The reference period for the calculation of the end of year bonus runs respectively from 1 December of the year prior to the year to which the bonus relates to 30 November of the year to which the bonus relates.

2.2.2. The wages taken into account to calculate the end of year bonus are the basic wages of 1 November of the year to which the bonus relates, premiums or supplements of any kind are not included, with the exception of the productivity bonuses.

2.2.3. The end of year bonus is allocated provided 60 days were actually performed during the envisaged reference period (reduction in working days –days of working hours reduction - included). For the purposes of this section, the days provided for in section 2.2.6. are not considered actually worked days.

##### 2.2.4. Condition to enjoy the end of year bonus

a) to be employed respectively by 30 November of the year to which the bonus relates, except for the cases provided for in paragraph 2.2.7. and

b) at that date having reached. at least 6 months seniority within the company

2.2.5. The bonus is paid by 31 December of the year to which the bonus relates. The year-end bonus is reduced by 1 / 260<sup>th</sup> of the gross amount of the bonus per non-assimilated day .

2.2.6. Subject to 60 days of actual performance during the reference period, the following non-worked days or periods are assimilated to actually worked days:

- The statutory paid public holidays;
- The statutory stipulated short-term absenteeism;
- The statutory days of leave;
- The days of reduction of the working hours (AVD-days);
- The days of educational leave;
- The days of union leave;
- The days of family leave with a maximum of 10 days per period of reference;
- The days of recall for military service;
- Sickness, maternity and accident of common law: assimilation of periods of absence during the reference period with a maximum total duration of two months.

These days shall only be assimilated provided 60 actual worked days can be proved during the reference period.



2.2.7 By derogation of article 2.2.4., a) and subject to 60 days of effective performance during the reference period, the employees are paid a pro rata temporis end-of-year bonus in case of termination of employment regardless of the manner in which the employment contract comes to an end, except in case of dismissal for serious reasons on the employee's part.

The condition of sixty days of effective performance in order to be granted the right of a pro rata does not apply in the event of death or of a system of unemployment with a company supplement or of statutory retirement.

In the event of death, the pro rata end-of-year bonus is granted to the person who paid the funeral costs.

2.2.8. The granting and payment terms (with the exception of the programming : article 2.1. and the equivalence of the maternity leave with effective working days: Article 2.2.6.) of the prior existing company agreements remain fully applicable, even if they are less favourable than the granting and payment terms defined in this CLA.

The companies having already a programming on the amount of the end of year bonus that is more favourable than the provisions of this CLA continue to apply this programming.

2.2.9. The end of year bonus, calculated as mentioned above, is only acquired if no days of unjustified absence occur in the reference period. For each day of unjustified absence served to the beneficiary a reduction of 10%. shall be applied.

2.2.10. Companies in serious economic and / or financial difficulties may derogate from the clauses of these CLAs, provided they agree to follow the provided conciliation procedure.

#### Art. 3. Duration

This CLA has been concluded for an indefinite period as of 1 July 2017.

### **CLA of 4 November 2019 (156 079)**

*(Royal Decree 01/07/2020 - Belgian Official Gazette 06/08/2020)*

#### **End-of-year bonus for the provinces of Hainaut and Namur**

##### Art. 1. *Scope*

This CLA applies to all employers and scaled and scalable employees from companies governed by the Joint Committee for the employees of the metal fabrications sector, with the exception of companies that install metal bridges and trusses.

##### Art. 2. *Principle*

With effect from the 2019 financial year, the minimum provincial end-of-year bonus corresponds to 1.77% of the gross wages (double holiday pay and end-of-year bonus not included) declared to the National Social Security Office during the reference period (12-month period from 1 December prior to the financial year until 30 November).

With effect from the 2020 financial year, the minimum provincial end-of-year bonus corresponds to 2.36% of the gross wages (double holiday pay and end-of-year bonus not included) declared to the National Social Security Office during the reference period (12-month period from 1 December prior to the financial year until 30 November).

##### Art. 3. *Pro rata*

Except in case of dismissal for serious reasons, the employee whose contract expires during the financial year will receive the end-of-year bonus calculated on the gross wages received between the start of the current reference period and the date of effective termination of his employment contract.

##### Art. 4. *Payment of the benefits*

This bonus is paid every year between 15 and 31 December. If the above-mentioned article 3 applies, the bonus shall be paid when the employee's account is closed.

##### Art. 5. *Exceptions*



The end-of-year bonus referred to in this agreement does not have to be paid by companies which already grant, by way of agreement or custom, an at least equivalent remuneration advantage, regardless of its qualification and the time of payment.

*Art. 6. Application problems*

Any problems with the application of this agreement will be submitted by the most appropriate party to the regional conciliation committee of the provinces of Hainaut or Namur of the Joint Committee for the employees of the metal fabrications sector.

*Art. 7. Entry into force - Duration*

This CLA comes into effect on 1 July 2019 for an indefinite period

**CLA of 4 November 2019 (156 081)**

*(Royal Decree 22/06/2020 - Belgian Official Gazette 03/08/2020)*

**End-of-year bonus for the provinces of Liège and Luxembourg**

*Art. 1. Scope*

This CLA applies to all employers and scaled and scalable employees from companies governed by the Joint Committee for the employees of the metal fabrications sector, with the exception of companies that install metal bridges and trusses.

*Art. 2. Principle*

With effect from the 2019 financial year, the minimum provincial end-of-year bonus corresponds to 1.77% of the gross wages (double holiday pay and end-of-year bonus not included) declared to the National Social Security Office during the reference period (12-month period from 1 December prior to the financial year until 30 November).

With effect from the 2020 financial year, the minimum provincial end-of-year bonus corresponds to 2.36% of the gross wages (double holiday pay and end-of-year bonus not included) declared to the National Social Security Office during the reference period (12-month period from 1 December prior to the financial year until 30 November).

*Art. 3. Pro rata*

Except in case of dismissal for serious reasons, the employee whose contract expires during the financial year will receive the end-of-year bonus calculated on the gross wages received between the start of the current reference period and the date of effective termination of his employment contract.

*Art. 4. Payment of the benefits*

This bonus is paid every year between 15 and 31 December. If the above-mentioned article 3 applies, the bonus shall be paid when the employee's account is closed.

*Art. 5. Exceptions*

The end-of-year bonus referred to in this agreement does not have to be paid by companies which already grant, by way of agreement or custom, an at least equivalent remuneration advantage, regardless of its qualification and the time of payment.

*Art. 6. Application problems*

Any problems with the application of this agreement will be submitted by the most appropriate party to the regional conciliation committee of the provinces of Liège and Luxembourg of the Joint Committee for the employees of the metal fabrications sector.

*Art.7. Entry into force*

This CLA comes into effect on 1 July 2019 for an indefinite period



**CLA of 4 November 2019 (156 080)**

*(R.D. 20/12/2020 - Belgian Official Gazette 18/03/2021) (applicable from 28/03/2021)*

**Co-ordination on a settlement of a full suspension of the execution of the labour agreement and / or an arrangement of partial employment for lack of work due to economic reasons**

*7. Assimilation*

Art. 12

§1. The periods of full suspension of the execution of the labour agreement and / or of an arrangement of partial employment for lack of work due to economic reasons are assimilated to worked days for the implementation of the year-end bonus under the same conditions as it is the case for temporary unemployment for the blue collar workers.

*9. Entry into force*

Art. 14.

This CLA has been concluded for an indefinite period and comes into effect on 1 July 2019



## 3 Reimbursement of Travel, Board and Lodging expenses

### Transport expenses

#### **CLA of 9 December 2019 (156 825)**

*(RD 13/12/2020 - BOG 27/01/2021)*

#### **Employer's intervention in the transport expenses**

##### Art. 3. Public transport

From 1 July 2019, the collective labour agreement no. 19/9 of 23 April 2019, concluded within the National Labour Council, on the employer's financial intervention in the cost of public transport for workers, as amended by the collective labour agreement no. 19/10 of 28 May 2019, will apply. For that part of the home-workplace journey travelled by means of transport other than public transport, the other provisions of this sectoral collective labour agreement shall apply.

##### Art. 4. Intervention for other means of transport

For each day worked, the employer pays the worker an intervention in the travel expenses. The amount of this intervention depends on the means of transport and the round trip distance between home and workplace. This intervention is paid monthly.

##### Art. 5. Data

The worker must provide the employer with all the necessary information concerning their home, the means of transport used and the number of kilometres between home and workplace. The worker shall communicate any changes to these data to the employer as soon as possible. The employer may at any time verify the authenticity of these data and ask for supporting documents to be provided.

##### Art. 6. Distance of home-workplace travel

To determine the distance travelled between home and workplace or part of that journey, the shortest route for the means of transport concerned is taken into account, unless otherwise agreed at company level.

The total round trip distance is rounded up or down to the nearest kilometre depending on whether or not a distance of 500 metres has been exceeded.

In the event of a dispute, the number of kilometres is determined using an automatic route planner, set up for the means of transport used (e.g. [www.google.be/maps](http://www.google.be/maps)).

For each working day, the round trip journeys are taken into account only once for compensation, unless the additional home-workplace journeys are made at the express request of the employer.

##### Art. 7. Compensation for the use of the bicycle

Workers who declare that they use a bicycle and actually use it for their home-workplace journeys are entitled to a bicycle allowance. This allowance amounts to EUR 0.15 per kilometre actually cycled, with a maximum of EUR 6 per working day.

However, the intervention per working day will be a minimum of EUR 1.00 for journeys of up to 6 kilometres, without exceeding the maximum ceiling for the tax exemption of the bicycle allowance (at the time of signing this collective labour agreement: EUR 0.24/km).

"Home-workplace travel by bicycle" should be understood as: journeys actually made between home and workplace by cycle, motorised cycle or speed pedelec, as defined in the general

regulations on road traffic policing, it being understood that motorised cycles and speed pedelec are only taken into consideration when they are electrically propelled.

Both bicycles belonging to the worker, those used in the context of a rental or sharing scheme and those made available in any other way are eligible for the bicycle allowance.

If the bicycle is made available and is fully paid for by the employer, the employer may exclude cumulation with this bicycle allowance.

If the employer makes a car available to the worker and pays for it in full, the employer may exclude cumulation with this bicycle allowance.

For the part of the home-workplace journey for which the worker already receives a public transport allowance, the worker is not entitled to a bicycle allowance.

#### Art. 8. Allowance for another means of transport

A worker who uses a means of transport other than a bicycle or public transport is entitled to a contribution towards travel expenses of EUR 0.06 per kilometre travelled, up to a maximum of EUR 6.50 per working day.

However, the contribution per working day will be a minimum of EUR 1.50 for journeys up to 20 kilometres and a minimum of EUR 1.80 for journeys from 21 kilometres.

Both bicycles belonging to the worker, those used in the context of a rental or sharing scheme and those made available in any other way are eligible for the bicycle allowance.

If the vehicle is provided and paid for entirely by the employer, the employer may exclude cumulation with this allowance.

#### Art. 9. Control

The employer may at any time monitor the use of the bicycle or other means of transport and check whether the worker actually uses it for such journeys.

The method of monitoring and other arrangements are set at company level and communicated to the workers.

In companies where there is a trade union delegation, this should be discussed in advance with the trade union delegation.

Any sanctions must be included in the work rules.

A temporary suspension of the right to home-workplace travel allowance may be applied only if it is provided for in the work rules.

#### Art. 10. Organised collective transport

§ 1. Where an employer or group of employers organises collective transport of workers, this collective labour agreement shall be deemed to have been implemented as soon as the charges to the company per worker for the same distance are equal to the compensation that would have been due if the transport had taken place by train.

If this is not the case, the application of the principle according to which the compensation is at least equal to the intervention for transport by train for the same distance travelled will be settled equally at company level.

§ 2. When calculating the distance, account should be taken of the fact that organised collective transport does not generally follow the direct route between the worker's home and workplace.



Where appropriate, the distance to be used as a basis for compensation from the employer will be determined on an equal footing at company level.

§3. Where the worker simultaneously uses a means of transport organised by the company and another means of transport, the allowance shall be calculated on the basis of the total distance travelled, minus the costs already borne by the employer for the transport they organise.

The application of the principle according to which the compensation is at least equal to the intervention for transport by train, for the same distance travelled, will be equally regulated at company level, provided that the provisions of § 2 are correctly taken into account.

#### Art. 11. Compensation for special travel

§ 1. The employer shall reimburse the worker for actual travel expenses incurred in attending training courses at the employer's request.

§ 2. Travel made by the worker to take part in activities within the framework of employment cells is reimbursed in the same way as travel between home and workplace.

#### Art. 12. More favourable provisions

In the event that different, more favourable provisions on certain points of this collective labour agreement are in force in companies, these may be maintained.

#### Art. 15. Duration

This collective labour agreement is concluded for an indefinite period and takes effect from 1 January 2020.

Appendix to the collective labour agreement of 9 December 2019, relating to the employer's intervention in the transport expenses					
Reimbursement table for home-workplace					
Total distance travelled for the round trip journey in km	Transport by bicycle Amount per working day	Total distance travelled for the round trip journey in km	Other means of transport Amount per working day	Total distance travelled for the round trip journey in km	Other means of transport Amount per working day
1	0.24 EUR	from 1 to 20	1.50 EUR	70	4.20 EUR
2	0.48 EUR	from 21 to 30	1.80 EUR	71	4.26 EUR
3	0.72 EUR	31	1.86 EUR	72	4.32 EUR
4	0.96 EUR	32	1.92 EUR	73	4.38 EUR
5	1.00 EUR	33	1.98 EUR	74	4.44 EUR
6	1.00 EUR	34	2.04 EUR	75	4.50 EUR
7	1.05 EUR	35	2.10 EUR	76	4.56 EUR
8	1.20 EUR	36	2.16 EUR	77	4.62 EUR
9	1.35 EUR	37	2.22 EUR	78	4.68 EUR
10	1.50 EUR	38	2.28 EUR	79	4.74 EUR
11	1.65 EUR	39	2.34 EUR	80	4.80 EUR
12	1.80 EUR	40	2.40 EUR	81	4.86 EUR
13	1.95 EUR	41	2.46 EUR	82	4.92 EUR
14	2.10 EUR	42	2.52 EUR	83	4.98 EUR
15	2.25 EUR	43	2.58 EUR	84	5.04 EUR
16	2.40 EUR	44	2.64 EUR	85	5.10 EUR
17	2.55 EUR	45	2.70 EUR	86	5.16 EUR
18	2.70 EUR	46	2.76 EUR	87	5.22 EUR
19	2.85 EUR	47	2.82 EUR	88	5.28 EUR
20	3.00 EUR	48	2.88 EUR	89	5.34 EUR
21	3.15 EUR	49	2.94 EUR	90	5.40 EUR



22	3.30 EUR	50	3.00 EUR	91	5.46 EUR
23	3.45 EUR	51	3.06 EUR	92	5.52 EUR
24	3.60 EUR	52	3.12 EUR	93	5.58 EUR
25	3.75 EUR	53	3.18 EUR	94	5.64 EUR
26	3.90 EUR	54	3.24 EUR	95	5.70 EUR
27	4.05 EUR	55	3.30 EUR	96	5.76 EUR
28	4.20 EUR	56	3.36 EUR	97	5.82 EUR
29	4.35 EUR	57	3.42 EUR	98	5.88 EUR
30	4.50 EUR	58	3.48 EUR	99	5.94 EUR
31	4.65 EUR	59	3.54 EUR	100	6.00 EUR
32	4.80 EUR	60	3.60 EUR	101	6.06 EUR
33	4.95 EUR	61	3.66 EUR	102	6.12 EUR
34	5.10 EUR	62	3.72 EUR	103	6.18 EUR
35	5.25 EUR	63	3.78 EUR	104	6.24 EUR
36	5.40 EUR	64	3.84 EUR	105	6.30 EUR
37	5.55 EUR	65	3.90 EUR	106	6.36 EUR
38	5.70 EUR	66	3.96 EUR	107	6.42 EUR
39	5.85 EUR	67	4.02 EUR	108	6.48 EUR
From 40	6.00 EUR	68	4.08 EUR	From 109	6.50 EUR
		69	4.14 EUR		



## 4 Working hours

Employees falling under a specific wage scale or who could fall under a specific wage scale:  
average weekly working hours on an annual basis: 38 h/week (1,756 h/year).  
*CLA of 11 May 1987 (153.163) (RD 10/03/1988 – BOG 12/04/1988)*  
*This CLA comes into effect on 1 January 1987 for an indefinite period*

'Centre', with the exception of first metal manufacturing companies and of companies that mount metal skeletons: the annual working hours are shortened by two days on full pay. Payment shall occur on the basis of the rules governing the public holidays. Not in those companies applying already an average number of working hours of 36 h / week, i.e. 1 663 hours / year. Max. 2 paid local or regional public holidays are not counted in the calculation of this average of 36 h / week.  
*CLA of 4 April 1985 (12.496) (RD 03/02/1986 – BOG 05/03/1986 )*  
*This CLA comes into effect on 1 January 1985 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>