



## Joint Committee for the employees of the food industry (JC 220)

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 enterprises governed by the Joint Committee for the employees of the food industry for work performed in Belgium.

## **Institution and amendments**

*R.D. 21.04.1975 – B.O.G. 01.10.1975*

*R.D. 21.02.1980 - B.O.G. 12.03.1980*

*R.D. 07.07.1997 - B.O.G. 20.08.1997*

*R.D. 20.09.1999 - B.O.G. 01.10.1999*

*R.D. 07.05.2007 - B.O.G. 31.05.2007*

### *Article 1*

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

milling, rye flower; cereal derivatives, pasta, rice mills;

industrial bakery;

corn starch factory, rice starch factory, glucose factory, starch factory, corn factory;

biscuit-making, rusks, industrial pastries, gingerbread, unleavened bread, speculoos;

sugar refinery, inulin and fructose factories based on chicory roots, sugar refinery, candy factory, invert sugar, citric acid;

distillery, yeast factory;

brewery, brewery depots, even if these constitute legally separate entities, malting;

drinking waters, lemonades, ciders, fruit juices and wines, liquor store, aperitifs, fruit distillery;

canned vegetables, dehydrated vegetables, sauerkraut, vegetables in brine, preparation of pulses, frozen and deep-frozen vegetables, cleaning or preparation of fresh vegetables;

jam factory, apple paste, canned fruit, candied fruit, pectin, frozen and deep-frozen fruit, syrup factory;

tinned meat, sausages, salted meat, smoked meat, meat derivatives, workshops for cutting meat, fat melting, guts factories, processing and treatment of rough and dry guts, calibrating and sticking included, slaughterhouses, poultry slaughterhouses, tinned poultry; dairy, butter factory, cheese factory, dairy products, ice cream, ice cream parlours;

oil, margarine; chocolate, confectionery, confectioners, spreads;

artificial ice, cold storage;

canning, preserving and freezing of fish, larders;

coffee roasting, preparation of "soluble" coffee, chicory roasting, chicory drying;

salt-house, mustard factory, vinegar factory, prepared condiments, including pickles;

diet foods, concentrated broths, products for desserts and desserts, essences and extracts, speciality foods, soups and various preparations;

livestock feed: simple, compound, concentrated and molasses feeds, fodder meals, cleaning of various wastes for livestock feeding, feeds of animal origin for livestock such as bone meal, blood meal, fish meal, fish waste, drying of products for livestock feeding; cleaning of seeds;

manufacturing of croquettes and pre-cooked fried potatoes;

manufacturing of potato chips; pet food;

laboratories of Belgian industrial food companies or of industrial companies whose production unit is located abroad, even if they constitute separate legal entities;

warehouses and/or commercial departments of Belgian food industrial enterprises or industrial enterprises whose production unit is located abroad in so far as these activities constitute an inseparable part of a production and/or trade activity, even if they are separate legal entities; rendering plant;

coordination centers set up pursuant to Royal Decree No. 187 of 30 December 1982 on the creation of coordination centers, which form a group with one or more other companies whose activity depends mainly on the food industry.

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 the international trade, transport and logistics sector, except if these activities are an integral part of a production or trading activity.





## 2 Remuneration

### 2.1 Wage scale (gross)

**January 2022: indexation % :3.22 + CLA wage increase 0.4%**

*CLA of 11 February 2010 (99 195) RD 28/04/2011 - BOG 13/05/2011  
This CLA comes into effect on 1 June 2010 for an indefinite period.*

*CLA of 5 December 2011 (107 571) RD 23/04/2013 - BOG 25/06/2013  
This CLA comes into effect on 1 January 2011 for an indefinite period.*

*CLA of 27 Oktober 2021 (168 674) RD 24/03/2022 – BOG 23/05/2022)  
This CLA comes into effect on 1 January 2021 for an indefinite period.*

#### 2.1.1 Canned vegetables industry : employees

Experience/ career(in years)	Category						
	1	2	3	4	5	6	7
0	1,896.38	1,958.13	2,019.91	2,090.38	2,213.76	2,288.88	2,366.54
1	1,922.87	1,989.09	2,055.17	2,130.09	2,266.80	2,346.19	2,428.34
2	1,949.39	2,019.91	2,090.38	2,169.79	2,319.68	2,403.49	2,490.38
3	1,975.75	2,050.85	2,125.67	2,209.48	2,372.42	2,460.68	2,552.25
4	2,002.28	2,081.64	2,161.05	2,249.18	2,416.69	2,509.26	2,605.40
5	2,028.77	2,112.34	2,196.20	2,288.88	2,460.68	2,557.85	2,658.82
6	2,055.17	2,143.29	2,231.43	2,328.55	2,504.97	2,606.27	2,711.69
7	2,081.64	2,174.08	2,266.80	2,368.40	2,548.97	2,654.86	2,765.15
8	2,108.04	2,205.06	2,301.90	2,407.81	2,593.10	2,703.29	2,818.23
9	2,134.54	2,235.83	2,337.29	2,447.63	2,628.36	2,742.98	2,862.63
10	2,152.14	2,257.93	2,363.68	2,478.58	2,663.56	2,782.66	2,907.10
11	2,169.79	2,279.97	2,390.02	2,509.26	2,698.85	2,822.22	2,951.23
12	2,187.41	2,301.90	2,416.69	2,540.08	2,734.09	2,861.91	2,995.73



Experience/ career(in years)	Category						
	1	2	3	4	5	6	7
13	2,205.06	2,323.96	2,443.06	2,570.85	2,769.36	2,901.62	3,040.19
14	2,222.54	2,346.05	2,469.41	2,601.87	2,804.74	2,941.27	3,084.53
15	2,240.30	2,368.40	2,496.07	2,632.79	2,839.84	2,980.99	3,129.25
16	2,257.93	2,390.02	2,522.59	2,663.56	2,875.27	3,020.54	3,173.21
17	2,275.55	2,412.24	2,548.97	2,694.41	2,910.49	3,060.37	3,218.04
18	2,293.17	2,434.18	2,575.48	2,725.35	2,945.61	3,100.07	3,262.72
19	2,310.80	2,456.53	2,601.87	2,756.15	2,976.53	3,135.18	3,302.35
20	2,319.68	2,469.41	2,619.45	2,778.22	3,007.36	3,170.57	3,342.70
21	2,328.55	2,482.91	2,637.23	2,800.28	3,038.15	3,205.69	3,382.50
22	2,337.29	2,496.07	2,654.86	2,822.22	3,069.08	3,241.08	3,422.73
23	2,346.05	2,509.26	2,672.32	2,844.31	3,100.07	3,276.31	3,462.62
24	2,354.93	2,522.59	2,689.92	2,866.20	3,130.86	3,311.59	3,502.81
25	2,363.68	2,535.78	2,707.58	2,888.27	3,161.71	3,346.83	3,542.85
26	2,372.42	2,548.97	2,725.35	2,910.49			

## 2.1.2 Other than canned vegetables industry: employees

Experience/ career(in years)	Category						
	1	2	3	4	5	6	7
0	1,950.93	2,014.63	2,078.18	2,150.91	2,278.18	2,355.48	2,435.40
1	1,978.35	2,046.38	2,114.69	2,191.70	2,332.73	2,414.74	2,499.67
2	2,005.57	2,078.18	2,150.91	2,232.92	2,387.39	2,473.61	2,562.95
3	2,032.78	2,110.09	2,187.28	2,273.73	2,441.93	2,532.71	2,626.89



Experience/ career(in years)	Category						
	1	2	3	4	5	6	7
4	2,060.16	2,141.89	2,223.62	2,314.55	2,487.33	2,582.82	2,681.99
5	2,087.20	2,173.67	2,260.14	2,355.48	2,532.71	2,632.65	2,736.55
6	2,114.69	2,205.60	2,296.49	2,396.43	2,578.10	2,682.60	2,791.36
7	2,141.89	2,237.39	2,332.73	2,437.23	2,623.60	2,732.85	2,846.63
8	2,169.23	2,269.16	2,369.10	2,478.32	2,669.14	2,782.66	2,901.03
9	2,196.30	2,300.94	2,405.45	2,518.99	2,705.52	2,823.59	2,946.85
10	2,214.63	2,323.57	2,432.91	2,551.04	2,741.85	2,864.54	2,992.76
11	2,232.92	2,346.43	2,460.13	2,582.82	2,778.22	2,905.22	3,038.05
12	2,250.98	2,369.10	2,487.33	2,614.47	2,814.59	2,946.29	3,084.19
13	2,269.16	2,391.97	2,514.53	2,646.37	2,850.98	2,987.37	3,130.34
14	2,287.20	2,414.74	2,541.87	2,678.31	2,887.16	3,028.03	3,175.81
15	2,305.53	2,437.23	2,569.08	2,710.09	2,923.67	3,068.97	3,221.54
16	2,323.57	2,460.13	2,596.27	2,741.85	2,959.89	3,110.07	3,267.87
17	2,341.74	2,482.61	2,623.60	2,773.52	2,996.41	3,150.85	3,313.34
18	2,359.91	2,505.52	2,650.81	2,805.45	3,032.60	3,191.69	3,359.10
19	2,378.11	2,528.09	2,678.31	2,837.33	3,064.40	3,228.17	3,400.73
20	2,387.39	2,541.87	2,696.46	2,859.95	3,096.18	3,264.39	3,441.78
21	2,396.43	2,555.60	2,714.52	2,882.87	3,128.12	3,300.77	3,482.96
22	2,405.45	2,569.08	2,732.85	2,905.22	3,159.89	3,337.26	3,524.60
23	2,414.74	2,582.82	2,750.87	2,928.14	3,191.69	3,373.47	3,565.66
24	2,423.76	2,596.27	2,769.04	2,950.87	3,223.45	3,409.86	3,607.08
25	2,432.91	2,610.13	2,787.26	2,973.50	3,255.23	3,446.37	3,648.74
26	2,441.93	2,623.60	2,805.45	2,996.41			



### 2.1.3 Seniority

For the application of this collective labour agreement, 'career' means: all periods of effective performances, in Belgium or abroad, regardless of the job, regardless of the statute, regardless of the contract, regardless of the working arrangement and regardless of the sector.

The following periods of suspension of the execution of the labour agreement and of inactivity without exceeding a total of 5 years are assimilated with career periods:

- a) the periods of suspension of the execution of the labour agreement due to incapacity for work as a result of illness and accident for a maximum of 3 years calculated over an entire career;
- b) full-time time credit for thematic reasons for a maximum of 3 years calculated over an entire career;
- c) the first year of inactivity;
- d) the second year of unemployment provided that, during the period of inactivity and/or unemployment, the employee concerned has received training organised or recognised by VDAB, FOREm, Actiris, Syntra, IFAPME, sectoral funds or equivalent training courses.

All periods of suspension of the execution of the labour agreement not mentioned in the previous paragraph are also assimilated with career periods without time limit.

The periodic increases take effect on the first day of the month following a one-year career  
A collective labour agreement concluded at company level or based on a practice that already existed before 1 June 2010 may deviate from this rule.

*CCT of 11 February 2010 (99 195) (RD 28/04/2011 – BOG 13/05/2011)*

*This CLA enters into force on 1 June 2010 and is valid for an indefinite period.*

For employment contracts concluded as of 1 July 2019, the days of actual employment as a temporary worker, which were worked in the same company during the 24 months immediately preceding the conclusion of the employment contract, shall be taken into account in determining seniority within the framework of the company scales and days of seniority.

*CLA of 25 November 2019 (156 125) (RD 09/04/2020 – BOG 27/05/2020)*

*This CLA enters into force on 1 June 2019 and is valid for an indefinite period.*

### 2.1.4 Students

90 pct. of the lowest salary in the group corresponding to the job classification.

*CLA of 11 February 2010 (99 195) RD 28/04/2011 - BOG 13/05/2011*

*This CLA comes into effect on 1 June 2010 for an indefinite period.*

## 2.1.5 Job classification

### **Collective Labour Agreement of 2 December 2013 (119.797)**

*(Royal Decree 04/11/2018- Belgian Official Gazette 23/11/2018)*

#### **Job classification in the food industry**

##### CHAPTER II. *Validity*

Art. 2. § 1. This collective labour agreement enters into force on 1 January 2014 and is concluded for an indefinite period.

##### CHAPTER III. *The sectoral job classification using the "ORBA method"*

Art. 3. § 1. The purpose of the sectoral job classification is to establish a classification of the employee jobs for all food industry companies in order to enable the application of the minimum scales set out in the collective labour agreement on pay and working conditions.

§ 2. This sectoral job classification was elaborated using the "ORBA method" based on the following criteria: knowledge, responsibility, social interaction, specific action requirements and aggravating circumstances.

§ 5. The classification of the employee jobs is set out in attachment 1 to this collective labour agreement.

##### CHAPTER VII. *Companies with their own job classification*

Art. 7. § 1. The sectoral job classification should not be applied in those companies where an analytical job classification has been agreed at company level with the trade union and has been drawn up according to other standards. The applicable agreements and customs will be maintained there.

§ 2 Companies wishing to make use of this possibility as from 1 January 2014 must conclude a collective labour agreement at company level, which includes an analytical job classification. If two or more trade unions are represented in the company, this collective labour agreement must be signed by at least two of these unions.

§ 3 Companies wishing to change their analytical classification are advised to use the ORBA method.

#### **Attachment I of the collective labour agreement of 2 December 2013, concluded in the Joint Committee for the employees of the food industry, concerning job classification in the food industry.**

Jobs arranged alphabetically by class

<b>Group 6 (150 - 169,9 ORBA)</b>	<b>Group 5 (130 - 149,9 ORBA)</b>
Deputy prevention advisor	Purchasing assistant
Analyst C	Analyst B
Environmental coordination assistant	Product management assistant
Human resources assistant	Analytical and cost accounting employee
Product preparation assistant	Invoicing and debtors employee
Company nurse	User support employee
Stockbroker	Customer contacts employee
Accountant	Staff and payroll administration employee
Commercial office employee	Warehouse manager for raw materials/final products
Food security coordinator	Accountant A
Database administrator	Commercial representative
Management assistant B	Dispatcher
Marketing assistant	Head of drivers, buyers



<p>Electrical, measurement and control engineering foreman Mechanical maintenance foreman Network administrator Instructor Production planner Logistics supervisor Production supervisor System administrator Person in charge of wastewater treatment Person in charge of the distribution centre Representative Maintenance work planner</p>	<p>Management assistant A Quality care operator Conditioning/packaging foreman Manufacturing foreman PLC technician Team leader electrical engineering Team leader mechanical maintenance Team leader measurement and control engineering Programmer Technical draughtsman Sales analyst Webmaster Production work planner</p>
<b>Group 4 (110 - 129,9 ORBA)</b>	<b>Group 3 (90 - 109,5 ORBA)</b>
<p>Department assistant B Analyst A Consumer service employee Creditors administration employee Debtors administration employee Export-invoicing employee External relations employee Technical service employee Sales export office employee Facility service coordinator Warehouseman technical service Company guide Operator Team leader production Sales promotor Technician pilot plant</p>	<p>Department assistant A Control room employee Driver, buyer Invoicing employee Store manager Cashier Laboratory technician Merchandiser/order intake Office sales order handler Telemarketer Person in charge of the staff store</p>
<b>Group 2 (70 - 89,9 ORBA)</b>	<b>Group 1: 45 - 69,5 ORBA</b>
<p>Administrative employee for the accounting department Administrative employee for production Purchasing administration employee Administrative stock management employee Dispatching employee Financial transactions employee Technical warehouse employee Driver delivery truck/carrier Management driver Production quality controller Packaging quality controller Merchandiser Team leader forklift operators Team leader order pickers Doorman Shorthand typist (2 foreign languages) Operator/receptionist</p>	<p>Filler (of the shelves) Mailroom/reproduction employee Janitor Laboratory technician assistant Typist (2 foreign languages) Sales/store employee</p>

## **2.2 Bonuses/Allocations**

### **End-of-year bonus**

**CLA of 10 March 2014 (121 173)**

*RD 16/12/2014 - BOG 04/02/2015*

#### **End-of-year bonus**

##### CHAPTER I. *Scope*

###### Article 1.

§ 3. This collective labour agreement does not apply to:

- Companies which grant a comparable benefit, whatever it is called, either in the form of a conventional bonus or in the form of a gift;
- Companies which regulate, at their level, per agreement, their employee's salaries and other working conditions, as far as the advantages granted in this agreement, together, are at least equal to the advantages provided for in this collective labour agreement.

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

Art. 2. The parties agree to grant an end-of-year bonus to employees with at least 1 month of service in the company.

Art. 3. § 1. The employees are entitled to an end-of-year-bonus at the rate of one twelfth per month of effectively performed services during the calendar year the end-of-year bonus is related to.

§ 2. Without prejudice to the application of Article 2, shall be assimilated to one month of effectively performed services:

- The month of entry into employment, if it occurs between the 1st and the 15th of the month;
- The month of retirement, if retirement occurs after the 15th of the month.

§ 3. Contrary to paragraph 1 of this article, the months of unemployment with company supplement entitle to a payment of 20 pct. of the remaining end-of-year bonus until 31 December of the current calendar year.

§ 4. Shall, for the purposes of this article, be assimilated with effectively performed services, the absences due to:

1. An occupational accident or occupational disease, giving rise to compensation. By occupational accident or occupational disease with partial temporary incapacity after a full temporary incapacity, the assimilation period is 12 months.
2. An accident or illness not referred to in the preceding point. The assimilation period is 12 months.
3. Maternity leave and any other legal provision concerning maternity protection, breastfeeding breaks as provided for in collective agreement no. 80 of 27 November 2001.
4. Paternity leave provided for in the Labour Act of 16 March 1971 and the birth leave referred to in Article 30 § 2 of the Act of 3 July 1978 on employment contracts.
5. Adoption leave.
6. Leave for foster care as specified in Article 30quater of the Act of 3 July 1978 on employment contracts.
7. Prophylactic leave.
8. Brief absence.
9. Fulfilling civic duties without pay.
10. Performing a public office.
11. Exercising the function of judge in social affairs.

12. Fulfilling a trade union mandate in compliance with the provisions of the collective labour agreement of 16 February 1993, concluded within the Joint Committee for the employees of the food industry, on the statute of the union representative.
13. The days of participation in training courses or seminars devoted to labour education or trade union training.
14. Participation in courses or seminars devoted to social advancement.
15. Participation in a strike or lockout in accordance with the conditions specified in Article 16 of the Royal Decree of 30 March 1967 laying down the general implementation modalities of the Acts regarding annual leave of employees (Belgian Official Gazette of 6 April 1967).
16. Legal and conventional annual holidays.
17. Public holidays and replacement days of public holidays.
18. Days of temporary unemployment.
19. Military obligations of the citizens of a country of the European Union.

#### CHAPTER III. *Amount of the end-of-year bonus*

Art. 4. § 1. The calculation of the amount of the end-of-year bonus will be performed as well on the basis of the fixed remuneration as on the variable remuneration and on the benefits in kind that are subject to social security deductions. Bonuses or allowances granted as consideration of actual costs are not taken into account.

§ 2. The amount of the fixed remuneration is equal to the gross monthly salary of the month of December of the calendar year in which the end-of-year bonus will be paid.

§ 3. The amount of the variable remuneration is equal to the monthly average of the variable remuneration (i.e. directly linked to the services provided by the employee and on which social security deductions are made) received during the month of January to December of the calendar year in which the end-of-year bonus will be paid.

§ 4. In companies where special agreements provide for more favourable or equivalent calculation methods, they shall continue to apply.

Art. 5. For each day of unauthorized absence, a certain percentage may be deducted from the amount of the end-of-year bonus determined by the works council, the union delegation or the work rules.

#### CHAPTER IV. *Loss of the right to the end-of-year bonus*

Art. 6. § 1. Lose the right to an end-of-year bonus:

- The employees who voluntarily leave the company during the first year of service;
- The employees who are dismissed for an urgent reason.

§ 2. Is not considered as voluntary departure by the employee:

- the departure of the employee following an action committed by the employer and which is equivalent to a termination of the employment contract;
- the termination of the contract due to force majeure because of an occupational disease or an occupational accident.

#### CHAPTER V. *Payment of the end-of-year bonus*

Art. 7. Unless other arrangements have been agreed upon within the company, the end-of-year bonus is paid:

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

#### CHAPTER VI. *Validity*

Art. 8. § 2. It enters into force on 1 March 2014 and is concluded for an indefinite period.

## **Shift bonus**

### **CLA of 6 October 1997 (47 239)**

*(Royal Decree 03.09.2000 – Belgian Official Gazette 27.09.2000)*

#### **Pay and working conditions**

##### CHAPTER III. *Shift and night bonuses*

Art. 3. § 1. If employees switch from normal day work to shift or night work, salaries shall be increased in the following proportions for a period during which these services are provided:

- *one shift:*

only in the morning, for example from 6 a.m. to 2 p.m.: + 17,35 EUR per fully performed month in shift;  
only in the afternoon, for example from 2 p.m. to 10 p.m.: + 30,99 EUR per fully performed month in shift.

- *Two shifts:*

alternately in the morning, in the afternoon or at night: + 24,79 F per fully performed month in shift.

- *Three shifts:*

alternately in the morning, in the afternoon or at night: + 61,97 EUR per fully performed month in shift.

The following shift and night bonuses apply to the **canned vegetables industry**:

only in the morning or in the afternoon: + 24,79 EUR per fully performed month in shift.

Alternately in the morning, in the afternoon or at night: + 61,97 EUR per month performed in shift.

§ 2. In case of an incomplete month or part-time work in shift, the shift bonus will be paid pro rata temporis.

§ 3. Without prejudice to the collective labour agreements in force, and after consultation with the trade union organisations, at local or company level, these increases may be distributed by other means provided that they are at least equal to the minimum total provided for nationally by that collective labour agreement. The individual requests of employees to make a change in their working regime do not give rise to the application of the preceding provisions.

##### CHAPTER XXV. *Validity*

Art. 25. This collective labour agreement is concluded for two years. It enters into force on 1 January 1997 and ceases to have effect on 31 December 1998. On 1 January of each year it shall be tacitly renewed for successive periods of one year,

*( Conversion of the amounts into EUR, in accordance with CLAs 69 and 78 of the National Labour Council)*



## **The sixth and seventh day of work**

### **Collective labour agreement of 6 October 1997 (47 239)**

*(Royal Decree 03/09/2000 – Belgian Official Gazette 27/09/2000)*

#### **Pay and working conditions**

##### CHAPTER VI. *Working time*

Art. 6. § 2 The normal working week should be spread over a maximum of five days, unless there is an imperative operational need.

If the work is performed on the sixth or seventh day, it shall be paid on the basis of an amount that is at least 25 p.c. higher than the normal hourly wage, plus legal supplements.

Companies with more favourable regulations will maintain their system.

##### CHAPTER XXV. *Validity*

Art. 25. This collective labour agreement is concluded for two years. It enters into force on 1 January 1997 and ceases to have effect on 31 December 1998. On 1 January of each year it shall be tacitly renewed for successive periods of one year,



## 3 Reimbursement of Travel, Board and Lodging expenses

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

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

### Intervention in the travel expenses

**CLA of 18 January 2021 (163 737)**

*(RD 01/07/2021 - BOG 12/11/2021)*

#### **Employers' intervention in the travel expenses**

##### CHAPTER II. *Intervention of the employer*

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

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

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

Annex 1 contains the amounts applicable from 1st February 2021.

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

b) *Public transport other than railways*:

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

- when the transport price is proportional to the distance, the employer's intervention in the price of the ticket used is calculated on the basis of the SNCB's train card fares. The intervention amounts to 80% on average of the price of the train card. This scale is set out in appendix 1 of this collective labour agreement;

- where the price is fixed, irrespective of the distance, the employer's intervention is determined on a fixed basis and amounts to 80% of the price actually paid by the worker, without however exceeding the amount of the employer's contribution for a distance of 7 kilometres (cf. scale in Appendix 1).

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

c) *Travel by bicycle*:

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

There are three types of "bicycles":

- The cycle:

- Any vehicle with two or more wheels:

- which is operated by muscular force, (by means of pedals or handles);
  - or which is equipped with an electrically assisted motor of up to 250 W offering no support from 25 km/h (or less if the rider stops pedalling).
- The motorized cycle:  
Any vehicle with two, three or four wheels with pedals:  
- which is equipped with an auxiliary electric propulsion mode whose primary purpose is to assist pedalling and whose power supply is interrupted when the vehicle reaches a maximum speed of 25 km/h, excluding the cycles referred to above.  
The maximum continuous rated power of the electric motor is 1 kW
- The speed pedelec:  
Any two-wheeled vehicle with pedals (with the exception of the motorized cycles) :  
- which is equipped with an electric auxiliary propulsion mode whose primary purpose is to assist pedalling and whose power supply is interrupted when the vehicle reaches a maximum speed of 45 km/h.  
The maximum continuous rated power of the electric motor is 4 kW.

#### Joint comment

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

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

#### d) *Other means of transport:*

The employer's intervention shall be calculated on the basis of the scale set out in Appendix 2 of this collective labour agreement for the period from 1st February 2020;, provided that the distance by the shortest route between the point of departure and the point of arrival is at least 1 kilometre.

Each year, this scale will be automatically adjusted in proportion to the increase in rail fares. As a result of this adjustment, the amount of the employer's intervention each year is 60% on average of the price of the train card for the same distance.

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

#### CHAPTER III. *Timing of reimbursement*

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

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

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

#### CHAPTER IV. *Duration of validity*

Art. 6. It takes effect on 1 February 2021 and is concluded for an indefinite period. (



Annex 1: from 1st February 2021

Amount of the employer's intervention					
KM	Public transport - Carpooling				
	Rail flex	Per week/	Per months	Per 3 months	Per year
1	-	9.12	24.80	69.60	250.00
2	-	9.12	27.60	77.60	277.00
3	10.30	9.12	30.40	84.80	303.00
4	11.30	9.92	33.20	92.80	330.00
5	12.20	10.72	35.60	100.00	357.00
6	13.00	11.36	38.00	106.50	380.00
7	13.80	12.08	40.00	113.00	402.00
8	14.50	12.72	42.40	119.00	426.00
9	15.30	13.44	44.80	125.50	448.00
10	16.10	14.16	47.20	132.00	471.00
11	16.80	14.80	49.60	138.50	494.00
12	17.60	15.52	52.00	145.00	517.00
13	18.40	16.16	53.60	151.00	539.00
14	19.20	16.88	56.00	157.50	562.00
15	19.90	17.52	58.40	164.00	585.00
16	20.80	18.24	60.80	170.50	608.00
17	21.60	18.88	63.20	177.00	630.00
18	22.40	19.60	65.60	183.00	654.00
19	23.20	20.40	68.00	189.50	676.00
20	24.00	20.80	69.60	196.00	699.00
21	24.80	21.60	72.00	202.00	722.00
22	25.20	22.40	74.40	209.00	745.00
23	26.00	23.20	76.80	215.00	767.00
24	26.80	23.60	79.20	222.00	790.00
25	27.60	24.40	81.60	228.00	813.00
26	28.40	25.20	83.20	234.00	836.00
27	29.20	25.60	85.60	241.00	858.00
28	30.00	26.40	88.00	247.00	882.00
29	30.80	27.20	90.40	253.00	904.00
30	31.60	28.00	92.80	259.00	927.00
31-33	32.80	28.80	96.80	270.00	964.00
34-36	34.80	30.80	102.50	286.00	1,020.00
37-39	36.80	32.40	108.00	302.00	1,076.00
40-42	38.80	34.00	113.50	317.00	1,132.00
43-45	40.80	35.60	119.00	333.00	1,188.00
46-48	42.40	37.20	125.00	348.00	1,244.00
49-51	44.00	39.20	130.50	364.00	1,300.00
52-54	45.60	40.00	134.50	375.00	1,340.00
55-57	47.20	41.60	137.50	386.00	1,380.00
58-60	48.80	42.40	141.50	398.00	1,420.00
61-65	50.40	44.00	147.00	413.00	1,473.00
66-70	52.80	46.40	153.50	431.00	1,539.00
71-75	54.40	48.00	161.00	450.00	1,606.00
76-80	56.80	50.40	167.00	468.00	1,672.00
81-85	59.20	52.00	173.50	487.00	1,738.00
86-90	61.60	54.40	181.00	506.00	1,806.00
91-95	64.00	56.00	187.00	524.00	1,872.00





96-100	66.40	58.40	193.50	542.00	1,938.00
101-105	68.00	60.00	201.00	562.00	2,005.00
106-110	70.40	62.40	207.00	580.00	2,071.00
111-115	72.80	64.00	214.00	598.00	2,138.00
116-120	75.20	66.40	220.00	617.00	2,204.00
121-125	77.60	68.00	227.00	636.00	2,270.00
126-130	80.00	70.40	234.00	654.00	2,337.00
131-135	81.60	72.00	240.00	673.00	2,403.00
136-140	84.00	74.40	247.00	691.00	2,470.00
141-145	86.40	76.00	254.00	710.00	2,536.00
146-150	89.60	79.20	263.00	736.00	2,629.00
151-155	-	80.00	267.00	747.00	2,669.00
156-160	-	82.40	274.00	766.00	2,735.00
161-165	-	84.00	280.00	785.00	2,802.00
166-170	-	86.40	287.00	803.00	2,869.00
171-175	-	88.00	294.00	822.00	2,935.00
176-180	-	90.40	300.00	840.00	3,002.00
181-185	-	92.00	306.00	859.00	3,068.00
186-190	-	94.40	314.00	878.00	3,134.00
191-195	-	96.00	320.00	896.00	3,201.00
196-200	-	98.40	326.00	914.00	3,267.00

Annex 2 : from 1st February 2021

Amount of the employer's intervention					
KM	Personal transport				
	Railflex	Per week/	Per month	Per 3 months	Per year
1		5.30	17.40	48.50	175.00
2		5.80	19.30	54.50	194.00
3	7.20	6.40	21.30	59.50	212.00
4	7.90	6.90	23.20	65.00	231.00
5	8.50	7.50	24.90	70.00	250.00
6	9.10	8.00	26.60	74.00	266.00
7	9.60	8.50	28.00	79.00	282.00
8	10.10	8.90	29.70	83.00	298.00
9	10.70	9.40	31.40	88.00	314.00
10	11.30	9.90	33.00	92.00	330.00
11	11.80	10.40	35.00	98.00	348.00
12	12.40	10.90	36.50	102.00	364.00
13	13.10	11.50	38.00	107.00	383.00
14	13.60	12.00	40.00	112.00	399.00
15	14.10	12.40	41.50	116.00	415.00
16	14.80	13.00	43.50	121.00	433.00
17	15.40	13.50	45.00	126.00	449.00
18	16.00	14.00	46.50	131.00	466.00
19	16.60	14.60	48.50	136.00	483.00
20	17.20	14.90	50.00	140.00	500.00



21	17.70	15.40	51.50	145.00	516.00
22	18.10	16.10	53.50	150.00	534.00
23	18.70	16.70	55.50	155.00	552.00
24	19.30	17.00	57.00	160.00	569.00
25	19.90	17.60	59.00	164.00	585.00
26	20.50	18.20	60.00	169.00	604.00
27	21.10	18.50	62.00	174.00	620.00
28	21.70	19.10	63.50	179.00	637.00
29	22.30	19.70	65.50	183.00	653.00
30	22.80	20.20	67.00	187.00	670.00
31-33	23.90	21.00	70.00	197.00	701.00
34-36	25.70	22.70	76.00	211.00	752.00
37-39	27.40	24.10	80.00	225.00	802.00
40-42	29.10	25.50	85.00	238.00	850.00
43-45	31.00	27.00	91.00	253.00	903.00
46-48	32.40	28.50	95.00	266.00	952.00
49-51	33.90	30.00	101.00	281.00	1,003.00
52-54	35.30	31.00	104.00	291.00	1,038.00
55-57	36.60	32.00	107.00	299.00	1,069.00
58-60	38.10	33.00	110.00	310.00	1,108.00
61-65	39.30	34.50	115.00	322.00	1,149.00
66-70	41.40	36.50	120.00	338.00	1,206.00
71-75	43.00	37.50	126.00	353.00	1,262.00
76-80	44.50	39.50	132.00	369.00	1,317.00
81-85	47.00	41.00	137.00	385.00	1,376.00
86-90	49.00	43.00	143.00	401.00	1,431.00
91-95	51.00	44.50	149.00	417.00	1,491.00
96-100	53.00	46.50	154.00	432.00	1,543.00
101-105	54.50	48.00	160.00	449.00	1,601.00
106-110	56.50	50.00	166.00	465.00	1,660.00
111-115	58.50	51.00	171.00	480.00	1,715.00
116-120	60.50	54.00	177.00	497.00	1,777.00
121-125	62.50	55.00	183.00	513.00	1,831.00
126-130	64.50	57.00	189.00	528.00	1,887.00
131-135	66.00	58.00	194.00	545.00	1,947.00
136-140	68.00	60.00	200.00	560.00	2,000.00
141-145	70.00	62.00	205.00	575.00	2,054.00
146-150	72.50	64.00	214.00	597.00	2,133.00
151-155		65.00	217.00	606.00	2,165.00
156-160		67.00	222.00	621.00	2,219.00
161-165		68.00	227.00	637.00	2,273.00
166-170		70.00	233.00	652.00	2,327.00
171-175		71.00	238.00	667.00	2,381.00
176-180		73.00	243.00	681.00	2,435.00
181-185		75.00	249.00	697.00	2,489.00
186-190		77.00	254.00	712.00	2,543.00
191-195		78.00	260.00	727.00	2,597.00
196-200		80.00	265.00	742.00	2,651.00



## 4 Working hours

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

Canned vegetables manufacturers: weekly working time of managerial and supervisory staff of manual workers = that of manual workers.

*CLA of 6 October 1997 (47.239) (KB 03/09/2000 - BS 27/09/2000)*

*This CLA shall take effect on 1 January 1997 and shall cease to be in force on 31 December 1998*

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

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>