

## Joint committee for the Hotel Industry (JC 302)

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 Hotel Industry for work performed in Belgium.

## **Institution and amendments**

(0) Royal decree 04.10.1974 Belgian official gazette 30.04.1975

### Article 1

Competent for workers in general and their employers in hotels, restaurants and pubs.

These undertakings include: motels, lodging houses, boarding houses, homes (excluding those falling under the competence of the Joint Committee for education and housing facilities); nursing homes, sleeping cars, dining cars, buffet cars, service cars, train snack bars, caterers, messes, canteens, clubs, bars, snack bars, self-service restaurants, vending machines, buffets, counters, coffee houses not linked to a craft pastry shop; all facilities for travellers, tourists, boarders or guests against payment, and in general all facilities providing drinks, meals or accommodation against payment.

## 2 Remuneration

### 2.1 Wage scale (gross)

**indexation %: January 2022: 3.219**

Having passed through all the years of service in the pay scale for their job category, workers employed by the same company are entitled, every 5 years, i.e. on the first day of the month following the fifth anniversary of their employment contract, to a minimum pay enhanced by 1% calculated on the minimum pay for 0 years of service.

That enhancement is applied for the first time in the ninth year and is added to the minimum pay rate for the eighth year of service. The enhancement is then added every 5 years to the minimum pay rate applicable during the previous five-year period.

To obtain the minimum pay stipulated in these pay scales, account may be taken of all components of pay expressed as money, as provided for by Article 2.1 of the Law of 12 April 1965, except the end-of-year bonus. To that end, a collective bargaining agreement will be signed within the companies concerned. That agreement will be submitted to the joint committee, for information.

For this pay scale, separate pay rates for young people have been removed, demonstrating the committee's desire to offer young people the same earning potential as older workers. Consequently, CLA No 50 of the CNT is not applicable.

*CLA of 23 October 2007 (85 826) RD 19/09/2008 BOG 02/12/2008  
This CLA comes into effect on 1 October 2007 for an indefinite period*

*CLA of 17 December 2014 (125 200) RD 26/10/2015 - BOG 13/11/2015  
This CLA comes into effect on 17 December 2014 for an indefinite period*

#### 2.1.1 Minimum hourly wages ( Hourly scheme (on a weekly basis): 38h)

YEARS OF SERVICE	CATEGORY								
	I	II	III	IV	V	VI	VII	VIII	IX
0	12.6673	12.6673	12.7406	13.3004	14.0625	14.4347	16.4123	17.6815	18.8042
1	13.2353	13.2353	13.3577	13.9139	14.5684	14.9995	16.6161	17.8921	19.0230
2	13.4971	13.4971	13.6220	14.2400	14.8699	15.3585	16.8101	18.0943	19.2302
3	13.7435	13.7435	13.9153	14.4979	15.1049	15.6446	17.0053	18.2935	19.4335
4	13.9202	13.9202	14.1443	14.6308	15.2710	15.8657	17.1968	18.4944	19.6431
5	13.9202	13.9202	14.2401	14.8229	15.3677	16.0094	17.3935	18.6984	19.8528
6	13.9202	13.9202	14.3384	14.8229	15.4646	16.1581	17.5866	18.8985	20.0591

YEARS OF SERVICE	CATEGORY								
	I	II	III	IV	V	VI	VII	VIII	IX
7	13.9202	13.9202	14.3384	15.0149	15.5611	16.3061	17.7853	19.1038	20.2707
8	13.9202	13.9202	14.3384	15.0149	15.6577	16.4505	17.9848	19.3106	20.4808
9	14.0456	14.0456	14.4644	15.1476	15.7945	16.5922	18.1453	19.4834	20.6647
10	14.0456	14.0456	14.4644	15.1516	15.7982	16.5986	18.1541	19.4926	20.6733
11	14.0456	14.0456	14.4644	15.1562	15.8024	16.6046	18.1629	19.5006	20.6822
12	14.0456	14.0456	14.4644	15.1599	15.8063	16.6106	18.1715	19.5096	20.6905
13	14.0456	14.0456	14.4644	15.1639	15.8103	16.6164	18.1754	19.5132	20.6945
14	14.1711	14.1711	14.5903	15.2931	15.9470	16.7586	18.3372	19.6881	20.8798
15	14.1711	14.1711	14.5903	15.2975	15.9507	16.7649	18.3470	19.6984	20.8903
16	14.1711	14.1711	14.5903	15.2975	15.9507	16.7649	18.3528	19.7041	20.8965
17	14.1711	14.1711	14.5903	15.2975	15.9507	16.7649	18.3585	19.7107	20.9024
18	14.1711	14.1711	14.5903	15.2975	15.9507	16.7649	18.3585	19.7107	20.9024
19	14.2966	14.2966	14.7164	15.4226	16.0835	16.9010	18.5111	19.8744	21.0780
20	14.2966	14.2966	14.7164	15.4226	16.0835	16.9010	18.5111	19.8744	21.0780
21	14.2966	14.2966	14.7164	15.4287	16.0903	16.9080	18.5155	19.8797	21.0833
22	14.2966	14.2966	14.7164	15.4287	16.0903	16.9080	18.5155	19.8797	21.0833
23	14.2966	14.2966	14.7164	15.4287	16.0903	16.9080	18.5211	19.8861	21.0894
24	14.4214	14.4214	14.8424	15.5543	16.2229	17.0440	18.6735	20.0502	21.2649
25	14.4214	14.4214	14.8424	15.5543	16.2229	17.0440	18.6735	20.0502	21.2649
26	14.4214	14.4214	14.8424	15.5605	16.2297	17.0506	18.6784	20.0551	21.2702
27	14.4214	14.4214	14.8424	15.5605	16.2297	17.0506	18.6784	20.0551	21.2702
28	14.4214	14.4214	14.8424	15.5605	16.2297	17.0506	18.6845	20.0609	21.2763
29	14.5473	14.5473	14.9685	15.6854	16.3623	17.1872	18.8359	20.2261	21.4516
30	14.5473	14.5473	14.9685	15.6854	16.3623	17.1872	18.8359	20.2261	21.4516
31	14.5473	14.5473	14.9685	15.6924	16.3687	17.1937	18.8408	20.2306	21.4572

YEARS OF SERVICE	CATEGORY								
	I	II	III	IV	V	VI	VII	VIII	IX
32	14.5473	14.5473	14.9685	15.6924	16.3687	17.1937	18.8408	20.2306	21.4572
33	14.5473	14.5473	14.9685	15.6924	16.3687	17.1937	18.8470	20.2364	21.4632
34	14.6727	14.6727	15.0945	15.8173	16.5017	17.3296	18.9995	20.4010	21.6386
35	14.6727	14.6727	15.0945	15.8173	16.5017	17.3296	18.9995	20.4010	21.6386
36	14.6727	14.6727	15.0945	15.8239	16.5081	17.3370	19.0042	20.4063	21.6432
37	14.6727	14.6727	15.0945	15.8239	16.5081	17.3370	19.0042	20.4063	21.6432
38	14.6727	14.6727	15.0945	15.8239	16.5081	17.3370	19.0096	20.4120	21.6498
39	14.7978	14.7978	15.2205	15.9488	16.6406	17.4732	19.1619	20.5768	21.8253
40	14.7978	14.7978	15.2205	15.9488	16.6406	17.4732	19.1619	20.5768	21.8253
41	14.7978	14.7978	15.2205	15.9558	16.6476	17.4799	19.1667	20.5817	21.8300
42	14.7978	14.7978	15.2205	15.9558	16.6476	17.4799	19.1667	20.5817	21.8300
43	14.7978	14.7978	15.2205	15.9558	16.6476	17.4799	19.1721	20.5875	21.8365
44	14.9231	14.9231	15.3467	16.0806	16.7799	17.6156	19.3247	20.7523	22.0122
45	14.9231	14.9231	15.3467	16.0806	16.7799	17.6156	19.3247	20.7523	22.0122

## 2.1.2 Minimum monthly salaries

YEARS OF SERVICE	CATEGORY								
	I	II	III	IV	V	VI	VII	VIII	IX
0	2,085.88	2,085.88	2,097.95	2,190.13	2,315.62	2,376.91	2,702.56	2,911.55	3,096.42
1	2,179.41	2,179.41	2,199.57	2,291.15	2,398.93	2,469.92	2,736.12	2,946.23	3,132.45
2	2,222.52	2,222.52	2,243.09	2,344.85	2,448.58	2,529.03	2,768.06	2,979.53	3,166.57
3	2,263.10	2,263.10	2,291.39	2,387.32	2,487.27	2,576.14	2,800.20	3,012.33	3,200.05
4	2,292.19	2,292.19	2,329.09	2,409.20	2,514.62	2,612.55	2,831.74	3,045.41	3,234.56
5	2,292.19	2,292.19	2,344.87	2,440.84	2,530.55	2,636.21	2,864.13	3,079.00	3,269.09

YEARS OF SERVICE	CATEGORY								
	I	II	III	IV	V	VI	VII	VIII	IX
6	2,292.19	2,292.19	2,361.06	2,440.84	2,546.50	2,660.70	2,895.93	3,111.95	3,303.06
7	2,292.19	2,292.19	2,361.06	2,472.45	2,562.39	2,685.07	2,928.64	3,145.76	3,337.91
8	2,292.19	2,292.19	2,361.06	2,472.45	2,578.30	2,708.85	2,961.50	3,179.81	3,372.50
9	2,312.84	2,312.84	2,381.80	2,494.30	2,600.83	2,732.18	2,987.92	3,208.27	3,402.79
10	2,312.84	2,312.84	2,381.80	2,494.96	2,601.44	2,733.24	2,989.37	3,209.78	3,404.20
11	2,312.84	2,312.84	2,381.80	2,495.72	2,602.13	2,734.22	2,990.82	3,211.10	3,405.67
12	2,312.84	2,312.84	2,381.80	2,496.33	2,602.77	2,735.21	2,992.24	3,212.58	3,407.03
13	2,312.84	2,312.84	2,381.80	2,496.99	2,603.43	2,736.17	2,992.88	3,213.17	3,407.69
14	2,333.51	2,333.51	2,402.54	2,518.26	2,625.94	2,759.58	3,019.52	3,241.97	3,438.21
15	2,333.51	2,333.51	2,402.54	2,518.99	2,626.55	2,760.62	3,021.14	3,243.67	3,439.93
16	2,333.51	2,333.51	2,402.54	2,518.99	2,626.55	2,760.62	3,022.09	3,244.61	3,440.96
17	2,333.51	2,333.51	2,402.54	2,518.99	2,626.55	2,760.62	3,023.03	3,245.69	3,441.93
18	2,333.51	2,333.51	2,402.54	2,518.99	2,626.55	2,760.62	3,023.03	3,245.69	3,441.93
19	2,354.17	2,354.17	2,423.30	2,539.59	2,648.42	2,783.03	3,048.16	3,272.65	3,470.84
20	2,354.17	2,354.17	2,423.30	2,539.59	2,648.42	2,783.03	3,048.16	3,272.65	3,470.84
21	2,354.17	2,354.17	2,423.30	2,540.59	2,649.53	2,784.18	3,048.88	3,273.52	3,471.72
22	2,354.17	2,354.17	2,423.30	2,540.59	2,649.53	2,784.18	3,048.88	3,273.52	3,471.72
23	2,354.17	2,354.17	2,423.30	2,540.59	2,649.53	2,784.18	3,049.81	3,274.58	3,472.72
24	2,374.72	2,374.72	2,444.05	2,561.27	2,671.37	2,806.58	3,074.90	3,301.60	3,501.62
25	2,374.72	2,374.72	2,444.05	2,561.27	2,671.37	2,806.58	3,074.90	3,301.60	3,501.62
26	2,374.72	2,374.72	2,444.05	2,562.29	2,672.49	2,807.66	3,075.71	3,302.41	3,502.49
27	2,374.72	2,374.72	2,444.05	2,562.29	2,672.49	2,807.66	3,075.71	3,302.41	3,502.49
28	2,374.72	2,374.72	2,444.05	2,562.29	2,672.49	2,807.66	3,076.71	3,303.36	3,503.50
29	2,395.45	2,395.45	2,464.81	2,582.86	2,694.32	2,830.16	3,101.64	3,330.56	3,532.36
30	2,395.45	2,395.45	2,464.81	2,582.86	2,694.32	2,830.16	3,101.64	3,330.56	3,532.36

YEARS OF SERVICE	CATEGORY								
	I	II	III	IV	V	VI	VII	VIII	IX
31	2,395.45	2,395.45	2,464.81	2,584.01	2,695.38	2,831.23	3,102.45	3,331.30	3,533.28
32	2,395.45	2,395.45	2,464.81	2,584.01	2,695.38	2,831.23	3,102.45	3,331.30	3,533.28
33	2,395.45	2,395.45	2,464.81	2,584.01	2,695.38	2,831.23	3,103.47	3,332.26	3,534.27
34	2,416.10	2,416.10	2,485.56	2,604.58	2,717.28	2,853.61	3,128.58	3,359.36	3,563.15
35	2,416.10	2,416.10	2,485.56	2,604.58	2,717.28	2,853.61	3,128.58	3,359.36	3,563.15
36	2,416.10	2,416.10	2,485.56	2,605.67	2,718.33	2,854.82	3,129.36	3,360.24	3,563.91
37	2,416.10	2,416.10	2,485.56	2,605.67	2,718.33	2,854.82	3,129.36	3,360.24	3,563.91
38	2,416.10	2,416.10	2,485.56	2,605.67	2,718.33	2,854.82	3,130.25	3,361.17	3,565.00
39	2,436.70	2,436.70	2,506.31	2,626.23	2,740.15	2,877.25	3,155.32	3,388.31	3,593.90
40	2,436.70	2,436.70	2,506.31	2,626.23	2,740.15	2,877.25	3,155.32	3,388.31	3,593.90
41	2,436.70	2,436.70	2,506.31	2,627.39	2,741.30	2,878.36	3,156.12	3,389.12	3,594.67
42	2,436.70	2,436.70	2,506.31	2,627.39	2,741.30	2,878.36	3,156.12	3,389.12	3,594.67
43	2,436.70	2,436.70	2,506.31	2,627.39	2,741.30	2,878.36	3,157.00	3,390.07	3,595.74
44	2,457.34	2,457.34	2,527.09	2,647.94	2,763.09	2,900.70	3,182.13	3,417.21	3,624.67
45	2,457.34	2,457.34	2,527.09	2,647.94	2,763.09	2,900.70	3,182.13	3,417.21	3,624.67

### 2.1.3 Seasonal workers

For seasonal workers, all the days worked for the same employer and in the same job category in different calendar years of employment are added together, provided that there is no interruption of more than 2 years in employment with the same employer.

When they start their job, seasonal workers are entered in the 0 years of service row for a period of 130 days actually worked in the same reference job with the same employer in the case of a five-day working week, and for a period of 156 days actually worked in the same reference job with the same employer in the case of a six-day working week.

Once the aforementioned number of days have been worked, the worker moves to the first year of service in the job category in which they were entered when they started the job. Workers entered in the first year of service move to the second year of service once they have actually worked 390 days in a five-day working week regime, or after 468 days in a six-day working week regime. Those days must be in the same job category for the same employer.

Whenever a worker reaches a total of 260 days actually worked (five-day working week) or 312 days actually worked (six-day working week) with the same employer in the same job category, that worker is entitled to the minimum pay of a higher year of service.

Workers who have passed through all the years of service in the pay scale of the job category in which they were entered are entitled, after every further 1300 days actually worked, to receive the minimum pay enhanced by 1%, calculated on the minimum pay for 0 years of service.

*CLA of 11 February 2008 (87 298) RD18/11/2009 BOG 26/01/2010.  
This CLA comes into effect on 1 October 2007 for an indefinite period*

## 2.1.4 Students

Students (under 18 years of age) are paid on a decreasing percentage basis (18 years = 100%, 17 years = 90%, 16 years = 80%, 15 years = 70%) according to their age, calculated using the pay scale applicable to the job category in which the minor has been entered.

*CLA of 11 February 2008 (87 298) RD18/11/2009 BOG 26/01/2010.  
This CLA comes into effect on 1 October 2007 for an indefinite period*

*CLA of 30 November 2015 (131 296) RD 28/09/2016 BOG 17/10/2016  
This CLA comes into effect on 1 January 2016 for an indefinite period*

## 2.1.5 Job classification and seniority

**CLA of 14 April 2008 (88 102), amended by the CLA of 15 March 2018 (146 020)**

*RD 03/02/2014- BOG 11/04/2014*

*RD 17/08/2018 - BOG 06/09/2018*

**Application of the jobs classification in the horeca sector (hotels, restaurants, cafés)**

CHAPTER I. *Scope*

Article 1.

For the purposes of this collective labour agreement, the term "workers" shall be understood to mean: the male and female workers paid on the basis of a fixed salary

CHAPTER II. *Basic notions*

Art. 2. For the application of this collective labour agreement, the following definitions shall apply:

5. *Job category*: all reference functions which, with their individual weighting, fall within the same weighting interval among the nine weighting intervals set by the Joint committee for the hotel industry.

6. *Salary scale*: minimum salary scale. Each job category is linked to one (1) salary scale. By "minimum salary", it should be understood: the minimum gross hourly wage for workers remunerated at the fixed salary in the 38 hours/week scheme.

7. *Years of service*: the number of years of experience acquired by a worker in the same job category with the same employer. Under no circumstances may the years of service be linked to the age of the worker. A year's service begins on the date the worker starts working for his or her employer. From the first day of the month following the anniversary of the date of entry into service, the worker acquires one year of superior function, also called "function step", until the worker has completed the 8 years of function, as mentioned in the salary scale of the applied job category.

8. *seniority*: the period of uninterrupted service in the same company.



CHAPTER III. *Reference positions*

Art. 3. The following exhaustive list of reference positions mentions the job titles that employers should use. It is forbidden for the employer to use other job titles in the employment contract and on the pay slip, unless these have been approved by the Joint committee for the hotel industry and made compulsory by Royal decree.

**Kitchen department**

- 102 Kitchen boy/kitchen girl/kitchen help/kitchen assistant
- 103 First kitchen assistant
- 104 Station chef's assistant
- 105 Station chef for cold dishes
- 106 Station chef for warm dishes
- 107/108 Pastry cook
- 109 Saucemaker
- 110 Fish cook
- 111 Pantry supervisor
- 112 Sous chef
- 113A Cook/cook working alone
- 113B Manager chef
- 113C Assistant cook working alone
- 114 Kitchen manager/head chef
- 116A Kitchen worker
- 116B Quick service assistant
- 116 C Kitchen worker - bakes pizzas
- 116D Quick service worker - kitchen/grill - crew member
- 117A Head of kitchen brigade quick service
- 117B Crew leader quick service
- 118 Production manager
- 121 Counter cook/roast cook/grill attendant
- 122 Cook - catering
- 123 Fry cook
- 124 Pantry worker
- 125 Snack-bar worker
- 126 Dishwashing worker/dishwasher working alone
- 127 Dishwasher for large dishes/fixed and mobile kitchen equipment
- 128 Dishwashers crew leader/dishwashing manager's assistant
- 129 Dishwashing manager/Chief dishwasher
- 130 Butcher
- 131 Shellfish specialist/scaler
- 132 Entrée preparer
- 133 Roast cook

**Service department**

- 202-205 Multi-tasking waiter/waitress
- 206A Waiter/waitress restaurant
- 206B Waiter/waitress brasserie, tavern, pub
- 206C Waiter/waitress café
- 206D Waiter for the residents
- 207 Head waiter's assistant
- 208 Head waiter
- 209 First head waiter/captain
- 210 Wine steward
- 211A Maître d'hôtel's assistant
- 211B Maître d'hôtel/Dining room manager
- 212 Assistant barman/barmaid/bar attendant
- 213 Barman/Barmaid
- 214 Bar manager/head barman/barmaid
- 216 Beverage counter attendant (pump)/buffet attendant

- 217A Self-service worker
- 217B Counter waiter/waitress
- 217C Counter waiter/waitress (heating and serving)
- 217D Counter waiter/waitress (preparing and serving)
- 217E Counter waiter/waitress (preparing, serving and cash desk)
- 217F Quick service worker - reception/dining room - crew member
- 218 Reception/Host(ess)
- 220 Cashier
- 221 Assistant cashier
- 222-223 Cafeteria/self-service outlet manager
- 224 Bus person
- 226 Tray-setting attendant
- 226B Coffee, drinks and bread rolls distribution attendant
- 226C Assistant dietician
- 227 Distribution trolley attendant
- 228A Goods transport driver
- 228B Passengers transport driver
- 229 Vending machine supply attendant
- 230 Salesperson/Shop employee
- 231 Minibar attendant
- 232 Dining room salesperson
- 233 Steward
- 234 Breakfast buffet attendant
- 235 Assistant waiter/waitress
- 236 Head waiter's assistant
- 237 Head waiter
- 238 First head waiter
- 239 Maître d'hôtel's assistant
- 240 Maître d'hôtel
- 241 Banquet boy/maid
- 242 Home deliverer of ready meals
- 243 Train steward/hostess
- 250 Mobile salesperson
- 251 Purser / On board services supervisor

**Front office Department - Reception**

- 301 Bellboy
- 302 Baggage handler
- 303 Parking valet
- 304 Doorman
- 305A Concierge/information desk clerk
- 305B Chief concierge
- 306 Receptionist/guest services attendant/assistant to the front office manager
- 307 Front office manager/head receptionist
- 309 Reservation clerk
- 310 Reservation manager/reservation supervisor
- 311 Front office cashier
- 313 Telephone operator
- 314 Telephone service manager/chief operator
- 316 Night receptionist
- 317 Night watchman/watchwoman
- 318A Security guard/watchman/watchwoman
- 318B Security manager/Chief of security
- 319 Cloakroom attendant

**Room service Department - Railway**

- 401 Room service worker
- 402 Room boy/maid

- 403 Assistant to the room service supervisor
- 404 Room service supervisor
- 406 Steward/hostess sleeping car

**Housekeeping Department**

- 500A Valet/Chambermaid
- 500B Floor housekeeper
- 501 Cleaner
- 502 Cleaning staff manager
- 503 Laundry attendant
- 504 Tailor/Seamstress
- 505 Launderer
- 506 Head of linen division
- 507 Executive housekeeper
- 509 Toilet attendant

**Leisure Department**

- 601 Dressing room attendant
- 603 Activities organizer
- 604 Lifeguard
- 605 Leisure club manager
- 606 Disc-jockey
- 609 Rental of leisure equipment attendant
- 610 Sales and control of admission cards attendant
- 611 Leisure activities manager
- 615 Spa & Wellness crew leader
- 616 Spa & Wellness employee
- 617 Spa manager

**Technical service Department**

- 701 Room layout attendant/removal assistant
- 702 General maintenance worker
- 703 Carpenter
- 704 Electrician
- 705 Plumber
- 706 Painter
- 707 Thermal installations attendant
- 708 Gardener
- 709 Technical service manager
- 710 Assistant to the technical service manager/coordinator/team manager

**Administration and management Department**

- 801 Storekeeper
- 802 Bursar
- 803 Purchaser/Purchase manager
- 804 Food and Beverage analyst/restaurant controller
- 805 Restaurant manager/director
- 806 Assistant manager
- 807 Front office manager
- 809 Banquet manager's assistant
- 812 Dietary manager
- 813 Dietician
- 814 Head steward
- 815 Head steward's assistant
- 816 Quality controller
- 817 Accounting clerk
- 818 (Chief) accountant
- 819 Payroll administration clerk

- 821 Night auditor/night accountant
- 822 System operator/IT manager
- 824 Commercial employee/sales representative/sales promotion manager/marketing manager/sales agent
- 825 Public relations, marketing and advertising employee
- 826A Staff manager's assistant
- 826B Staff management employee
- 827 Training manager
- 828 Secretary
- 829 Executive secretary
- 834 Camping manager
- 835 Quality and prevention assistant

Art. 4. The reference positions set out below have the status of employee.

Position

- Cashier
- Telephone operator
- Cash desk employee
- Sales assistant
- Reservation clerk
- Night auditor/Night accountant
- Accounting clerk
- Bursar
- Restaurant controller/Food and Beverage analyst
- Night receptionist
- Payroll administration clerk
- Staff management employee
- Receptionist
- Secretary
- Telephone service manager
- Purchaser
- Camping manager
- Reservation manager
- Front office manager
- Banquet manager's assistant
- Chief of security
- Assistant manager
- Dietician
- Leisure club manager
- Dietary manager
- Production manager
- Executive secretary
- Leisure activities manager
- Staff manager's assistant
- Public relations employee
- System operator
- Sales outlet manager
- General housekeeper
- Quality controller
- Front office manager
- Chief (accountant)
- Head steward
- Manager
- Technical service manager
- Representative
- Training manager

CHAPTER IV. *Mention of the reference position in the employment contract*

Art. 5. By "executive", it should be understood: employees, excluding those who are members of the management staff, who perform a higher function in the company generally reserved for the holder of a diploma of a certain level or for those with equivalent professional experience.

Art. 6. A worker who performs, in the same company, several functions included in the list of reference functions will have his or her employment contract, pay slip and related remuneration established for the reference function to which he or she devotes the most working hours during the working week or during a complete work cycle.

CHAPTER V. *Job categories*

Art. 8. The workers are classified in one of the nine existing job categories

<b>Function title</b>		
<b>Cat. I</b>	<b>Cat. II</b>	<b>Cat. III</b>
Pantry worker	Self-service worker	Kitchen worker - bakes pizzas
Bus person	Tailor/Seamstress	Sales and control of admission cards attendant
Toilet attendant	Multi-tasking waiter/waitress	Quick service worker - kitchen/grill - crew member
Coffee, drinks and bread rolls distribution attendant	Snack-bar worker	Assistant cashier
	Multi-tasking waiter banquet	Quick service worker – reception/dining room - crew member
	Room service worker	Reception/Host(ess)
	Laundry attendant	Counter waiter/waitress
	Room layout attendant/removal assistant	Banquet boy/maid
	Cloakroom attendant	Breakfast (buffet) attendant
	Distribution trolley attendant	Counter waiter/waitress (heating and serving)
	Baggage handler	Dishwashing worker/dishwasher working alone
	Cloakroom attendant leisure	Parking valet
	Home deliverer of ready meals	Dishwasher for large dishes/fixd and mobile kitchen equipment
	Valet/Chambermaid	Fry cook
	Launderer	Doorman
	Shellfish specialist/scaler	Waiter for the residents
	Assistant barman/barmaid/bar attendant	
	Cleaner	
	Rental of leisure equipment attendant	
	Bellboy	
	Kitchen boy/kitchen girl/kitchen help/kitchen assistant	
	Kitchen worker	
	Tray-setting attendant	

<b>Cat. IV</b>	<b>Cat. V</b>	<b>Cat. VI</b>
Cashier	Station chef's assistant	Pantry supervisor

First kitchen assistant	Waiter/waitress brasserie, tavern, pub	Banquet boy/maid
Quick service assistant (Crew)	Room boy/maid	Night watchman/watchwoman
Waiter/waitress café	Head waiter's assistant	General maintenance worker
Gardener	Counter waiter/waitress (preparing, serving and cash desk)	Accounting clerk
Vending machine supply attendant	Mobile salesperson	Station chef for cold dishes
Roast cook	Telephone operator	Dining room salesperson
Beverage counter attendant (pump)/buffet attendant	Minibar attendant	Steward
Counter cook/roast cook/grill attendant	Painter	Fish cook
Counter waiter/waitress (preparing and serving)	cashier	First head waiter/captain banquet
Head waiter's assistant banquet	FO cashier	Station chef for warm dishes
	Storekeeper	Head waiter
	Goods (transport) driver	Saucemaker
	Team manager (Crew leader)	Bar manager/head barman/barmaid
	Salesperson/Shop employee	Wine steward
	Dishwashing manager/Chief dishwasher	Floor housekeeper
	Entrée preparer	Cleaning staff manager
	Reservation clerk	Bursar
	Head waiter	Train Steward(ess)
	Passengers transport driver	Head of linen division
	Head waiter banquet	Food and Beverage analyst/restaurant controller
	Waiter/waitress restaurant	Night receptionist
	Crewleader (Shift leader)	Steward/hostess sleeping car
	Disc-jockey	Spa & Wellness employee
	Night auditor/night accountant	Payroll administration clerk
	Assistant dietician	Carpenter
	Barman/Barmaid	Staff management employee
		Butcher
		Security guard/ watchman/ watchwoman
		Concierge/information desk clerk
		Cook - catering
		Receptionist
		Secretary
		Telephone service manager/chief operator

<b>Cat. VII</b>	<b>Cat. VIII</b>	<b>Cat. IX</b>
Lifeguard	Banquet manager's assistant	Cafeteria/self-service outlet manager
Quality and prevention assistant	Assistant to the technical service manager/coordinator/team manager	Executive housekeeper
Activities organizer	Security manager/Chief of security	Quality controller
Purchaser/Purchase manager	Dishwashing manager/Chief dishwasher	Front office manager/head receptionist
Assistant cook working alone	Assistant manager	Room service supervisor

Thermal installations attendant	Purser / On Board Services Supervisor	(Chief) accountant
Plumber	Assistant to the room service supervisor	Maître d'hôtel/Dining room manager
Electrician	Dietician	Maître d'hôtel banquet
Camping manager	Maître d'hôtel's assistant	Chief-manager
Reservation manager/ reservation supervisor	Maître d'hôtel's assistant banquet	Head steward
Chief concierge	Leisure club manager	Restaurant manager/director
Spa & Wellness crew leader	Head steward's assistant	Kitchen manager/head chef
Front office manager/ head receptionist	Dietary manager	Technical service manager
	Production manager	Commercial employee/sales representative/sales promotion manager/marketing manager/sales agent
	Cook/cook working alone	Training manager
	Sous chef	Spa Manager
	Executive secretary	
	Leisure activities manager	
	Staff manager's assistant	
	Public relations, marketing and advertising employee	
	System operator/ IT manager	

## CHAPTER VI. *Insertion in the pay scale*

### A. General principle

Article 9. When they start their job, workers are entered in the pay scale on the basis of their reference job with the job category corresponding to the 0 years of service row, for a period of 6 months or 130 days actually worked in the same reference job in the case of employment in a five-day working week regime and 156 days actually worked in the same reference job in the case of employment in a six-day working week regime.

Once the aforementioned number of days have been worked, workers move to the first year of service for the job category in which they were entered when they started the job, until they reach the first day of the month following the second anniversary of their employment contract.

They move up to each subsequent year of service on the first day of the month following the next anniversary of the employment contract, provided that they are doing a reference job in the same job category within the same company.

Workers who move to a new reference job in a higher job category within the same company enter the pay scale on the first minimum hourly pay rate that is higher than the minimum hourly pay rate that they were on when they moved, to be calculated from 0 years of service and on the same grade or the nearest grade for the years of service provided for in the new job category in which they are entered, regardless of the number of years of service that they had acquired in their old job category within the company.

Insertion into a higher job category following a promotion can never lead to a reduction in pay. The years of service in the new job category will be the number of years corresponding to the pay granted in the new job category.

Workers in service on 1 October 2007, for the purposes of insertion in the pay scale, keep the years of service that they have acquired. To determine the number of years of service, the existing years of entry up to 1 October 2007 are not taken into consideration.



## Note

b/d. Full-time and part-time workers on a permanent contract

From 1 October 2007, full-time/part-time workers employed on a permanent contract, entered in the 0 years of service row, move to the first year of service 6 months after their entry into service, at the earliest on 1 October 2007. This early move to the first year of service will only take place on condition that they are employed in the same reference job. They are moved to the second year of service on the first day of the month following the second anniversary of their employment contract, from 1 October 2007.

c/e. Full-time and part-time workers on a fixed-term contract

From 1 October 2007, full-time workers employed on a fixed-term contract, entered in the 0 years of service row, move to the first year of service once they have (or if they have already) worked for the company for 6 months, and at the earliest on 1 October 2007. This early move to the first year of service will only take place on condition that they are employed in the same reference job.

Regarding incomplete months in the context of fixed-term contracts, for the purposes of applying this provision, one month lasts 31 calendar days.

Workers move to the second year of service on the first day of the month following the moment when they have worked for the company for 24 months in total, from 1 October 2007. Workers move to the next year of service whenever they have worked a further 12 months within the company.

### *f. Casual workers*

Casual workers as defined in Article 4(2) of the Royal Decree of 30 April 2007 amending Articles 5quater, 25, 31bis and 32 of the Royal Decree of 28 November 1969 revising the Decree-Law of 28 December 1944 on social security for workers, and Articles 5bis and 9septies of the Royal Decree of 5 November 2002 introducing an immediate declaration of employment in application of Article 38 of the Law of 26 July 1996 modernising social security and guaranteeing the viability of legal pension schemes, shall move to the first year of service after working for 130 days in the same reference job, from 1 October 2007.

Casual workers entered in the first year of service move to the second year of service once they have worked for 390 days in the same job category for the same employer.

They move to the next year of service whenever they have worked a further 260 days for the same employer in the same job category.

Art.9bis. By way of derogation from Article 9, the workers referred to in Article 18 of this CBA and Article 3(2) of the CBA of 11 February 2008 on the setting of minimum pay rates in the hotel and catering sector move to the second year of service on 1 October 2009. They always move to the next year of service on 1 October.

## B. Exceptions

### *1. Crew (reference job 116 B)*

Art. 10. When they enter into service, crew are entered in the 0 years of service row in category III.

After 6 months of employment in the same reference job, workers move to the first year of service in job category IV, where they remain for 18 months. They move up to each subsequent year of service on the first day of the month following each anniversary of their employment contract.

### *2. Hot and cold line chef*

Art. 11. On entry into service, hot and cold line chefs will be entered on the pay scale in job category IV and will receive a minimum hourly pay rate of 8 years of service.

### *3. Management staff*

Art. 12. The jobs performed by managers as provided for by Article 5 of this collective bargaining agreement, which are not described by the system owner, are entered into job category IX.

### *4. Apprentices and students*



Art. 13. Apprentices and students, except for apprentices and students at hotel schools, employed on an employment contract for students and who meet the conditions stipulated in Article 17bis(1) of the Royal Decree of 28 November 1969 executing the Law of 27 June 1969, amending the Decree-Law of 28 December 1944 on social security for workers, are entered two job categories lower than the job category in which they should be entered on the basis of their reference job.

## **CHAPTER VIII. Length of service**

### **A. General principle**

Art.14. Having completed all the years of service in the pay scale of the job category to which they belong, workers employed by the same company are entitled, every 5 years, i.e. on the first day of the month following the fifth anniversary of their employment contract, to a minimum pay rate enhanced by 1% calculated on the minimum pay for 0 years of service.

That enhancement is applied for the first time in the ninth year and is added to the minimum pay rate for the eighth year of service.

The enhancement is then added every 5 years to the minimum pay rate applicable during the previous five-year period.

### **B. Seasonal workers**

Art.15. (1) For the purposes of applying this article, a 'worker' is: a worker bound by a fixed-term employment contract of at least 2 months between 1 May and 30 September, whose weekly working hours are at least three quarters of a full-time job, with the same employer at a seaside or health resort, or tourist centres, as described in Article 15(1) of the CLA of 25 June 1997 on working time and the reduction of working time.

(2) For workers who meet the conditions in paragraph 1 of this article, all the days worked for the same employer and in the same job category in different calendar years of employment are added together, provided that there is no interruption of more than 2 years in employment with the same employer.

When they start their job, seasonal workers are entered in the 0 years of service row, for a period of 130 days actually worked in the same reference job with the same employer in the case of a five-day working week regime, and for a period of 156 days actually worked in the same reference job with the same employer in the case of a six-day working week regime.

Once the aforementioned number of days have been worked, the worker moves to the first year of service in the job category in which they were entered when they started the job.

Workers entered in the first year of service move to the second year of service once they have worked 390 days in a five-day working week regime, or after 468 days in a six-day working week regime.

Those days must be in the same job category for the same employer.

Whenever a worker reaches a total of 260 days actually worked (five-day working week) or 312 days actually worked (six-day working week) with the same employer in the same job category, that worker is entitled to the minimum pay of a higher year of service.

Workers who have passed through all the years of service in the pay scale of the job category in which they were entered are entitled, after every further 2,560 days actually worked, to receive the minimum pay enhanced by 1%, calculated on the minimum pay for 0 years of service.

Art. 16. Companies where the length of service system is similar or more advantageous shall maintain that system and the provisions of this chapter shall not apply to them.

## **CHAPTER X. Final provisions**

Article 18. On 1 October 2007, workers entered in one of the years of entry as mentioned in Article 22 of CLA No 1 of 25 June 1997 on the introduction of a new job classification and the setting of minimum pay rates in the hotel and catering sector are entered in row 0 of the same job category for a period of 6 months from 1 October 2007.

To define the number of years of service that a worker has actually acquired, the years of entry will not be taken into consideration.

Article 19. This collective bargaining agreement enters into force on 1 October 2007. It is entered into for an indefinite period (*Article 13 is replaced from 1 February 2009*).

**CLA of 11 February 2008 (87 298), amended by the CLA of 15 May 2008 (88 695)**

*Royal Decree 18/11/2009 Belgian Official Gazette 26/01/2010*

*Royal Decree 12/01/2011 Belgian Official Gazette 09/02/2011*

**Setting of minimum pay rates in the hotel and catering sector**

CHAPTER I. *Scope*

Article 1. (3) For the purposes of applying this collective bargaining agreement, 'workers' are: male and female workers paid on the basis of a fixed wage.

(4) This collective bargaining agreement must be read in conjunction with the collective bargaining agreement applying the job classification in the hotel and catering sector.

CHAPTER II. *Basic concepts*

Art. 2. For the application of this CLA, the following definitions apply:

1. *Pay scale*: scale of minimum hourly pay rates. Each job category is linked to one (1) pay scale. A 'minimum hourly pay rate' is: the gross minimum hourly pay rate for workers paid on the basis of a fixed wage in a 38-hour working week regime.

4. *Monthly pay*: the minimum hourly pay rate multiplied by 164.6666 and rounded to two decimal places in a 38-hour working week regime

**Part 1. Minimum sectoral hourly and monthly pay rates**

Article 3. (4) To obtain the minimum pay rates stipulated in this CLA, account may be taken of all components of pay expressed as money, as provided for by Article 2.1 of the Law of 12 April 1965, except the end-of-year bonus. To that end, a CLA will be signed within the companies concerned. That agreement will be submitted to the joint committee, for information.

**Part 4: Provisions common to parts 1, 2 and 3 of this agreement**

**Chapter I: *Length of service***

**A. *General principle***

Art. 11. Having passed through all the years of service in the pay scale for their job category, workers employed by the same company are entitled, every 5 years, i.e. on the first day of the month following the fifth anniversary of their employment contract, to a minimum pay enhanced by 1% calculated on the minimum pay for 0 years of service.

That enhancement is applied for the first time in the ninth year and is added to the minimum pay rate for the eighth year of service. The enhancement is then added every 5 years to the minimum pay rate applicable during the previous five-year period

**B. *Seasonal workers***

Article 12. (1) For the purposes of applying this article, workers are: workers bound by a fixed-term employment contract of at least 2 months between 1 May and 30 September, whose weekly working hours are at least % of a full-time job, with the same employer at a seaside or health resort, or tourist centres, as described in Article 15(1) of the collective bargaining agreement of 25 June 1997 on working time and the reduction of working time.

(2) For workers who meet the conditions in paragraph 1 of this article, all the days worked for the same employer and in the same job category in different calendar years of employment are added together, provided that there is no interruption of more than 2 years in employment with the same employer

When they start their job, seasonal workers are entered in the 0 years of service row, for a period of 130 days actually worked in the same reference job with the same employer in the case of a five-day working week regime, and for a period of 156 days actually worked in the same reference job with the same employer in the case of a six-day working week regime.

Once the aforementioned number of days have been worked, the worker moves to the first year of service in the job category in which they were entered when they started the job.

Workers entered in the first year of service move to the second year of service once they have worked 390 days in a five-day working week regime, or after 468 days in a six-day working week regime. Those days must be in the same job category for the same employer.

Whenever a worker reaches a total of 260 days actually worked (five-day working week) or 312 days actually worked (six-day working week) with the same employer in the same job category, that worker is entitled to the minimum pay of a higher year of service.

Workers who have passed through all the years of service in the pay scale for the job category in which they were entered are entitled after every further 1300 days actually worked to receive a minimum pay rate enhanced by 1%, calculated on the minimum pay for 0 years of service.

Art.13. Companies where the length of service system is similar or more advantageous shall maintain that system and the provisions of this chapter shall not apply to them.

Chapter IV. Final provisions

Art. 17. This CLA enters into force on 1 October 2007 for an indefinite period.

*(Article 12 is amended from 1 October 2007)*

## **2.1.6 Workers paid on the basis of the service or distribution of services collected**

Prior comment: "The payment of the salary in cash is no longer allowed".

*CLA of 14 May 1997 (44 969) RD 20/05/1998 – BOG 03/09/1998*

*This CLA comes into effect on July 1st, 1997 for an indefinite period.*

Where the employer receives a percentage of service in the company or in parts of the company, only the workers listed below can participate in the distribution of the percentage of service received by the employer

A. Hotel:

the baggage handler, the valet/chambermaid, the assistant/page, the parking valet, the doorman, the concierge, the chief concierge.

B. Restaurant

Bus person, Multi-tasking waiter/waitress, Head waiter's assistant restaurant, Waiter/waitress restaurant, Head waiter restaurant, First head waiter/captain restaurant, Wine steward, Maître d'hôtel's assistant restaurant, maître d'hôtel restaurant.

C. Banquet

the banquet clerk, the banquet waiter/waitress, the head waiter's assistant, the head waiter, the banquet first head waiter, the banquet maître d'hôtel's assistant, the banquet maître d'hôtel.

D. brasserie, tavern, pub

the waiter/waitress brasserie, tavern, pub

E. Café

the waiter/waitress café

F. Bar

the assistant barman/barmmaid, barman/barmmaid, barman manager

G. Roomservice

the room service worker, the room boy/maid, the assistant to the room service supervisor, the room service supervisor

The maîtres d'hôtel only participate in the distribution if they are effectively and regularly involved in the service by taking the order, composing the meal, preparing or cutting up the dishes, recommending the wines, and if they do not have the right to hire or fire the staff without the intervention of the employer.

The number of maîtres d'hôtel participating in the distribution is limited to:

- one maître d'hôtel for every three to six waiters or waitresses participating in the distribution;
- two maîtres d'hôtel for every seven to twelve waiters or waitresses participating in the distribution and one additional maître d'hôtel for every six waiters or waitresses, or fraction of six, over twelve waiters or waitresses participating in the distribution

One or more maîtres d'hôtel may be replaced by the same number of first head waiters.

To be eligible to participate in the distribution, the head waiter's assistant must have at least three years' experience in the field as a restaurant's multi-tasking waiter and must be at least 20 years of age.

The number of head waiter's assistants participating in the distribution may not exceed the number of head waiters participating in the distribution.

Art. 3. In hotels, restaurants, banquets, brasseries, taverns, pubs, cafés, bars and room service, participation in the distribution of the percentage of service is fixed as provided for in the appendix. The ages in the age column in the appendix represent the minimum ages of access to the corresponding function.

The distribution of tips or the percentage of service levied shall take into account only the function actually performed, irrespective of the age of the worker performing that function, and without prejudice to the provisions mentioned in the second paragraph of this article, unless otherwise stipulated in the employment contract.

Art. 4. Toilet attendants, cloakroom attendants and other workers generally benefit from special percentages of service, with a share in the distribution set out in the appendix.

Art 5. The distribution of tips or the percentage levied must be done at least twice a month.

Art. 6. In workplaces where there are more than five people involved in the distribution, they appoint, by secret ballot, three delegates to oversee the distribution process with one or more employer delegates

Art. 7. The employer keeps a record of the percentage of service or distribution. The employer shall record in this book, at least twice a week and daily, the total sales figure subject to the percentage of service. The control delegates countersign the record of the percentage of service at least twice a week and for each day.

When distributing the tips or the percentage levied, the control delegates sign for agreement.

Art. 9. This CLA comes into force on 1 July 1997. It is concluded for an indefinite period.

Appendix .

<b>RESTAURANT</b>		
<b>FUNCTIONS</b>	<b>Age</b>	<b>PCT. POINTS</b>
bellboy	15	55
bellboy	16	62,5
Bus person	17	70
Assistant waiter/waitress -suite	18	77,5
Assistant waiter/waitress - Head waiter	19	85
Head waiter's assistant restaurant	20	92,5
waiter/waitress restaurant	21	100
Head waiter restaurant	21	100

First head waiter restaurant	22	110
Wine steward	22	110
Maître d'hôtel's assistant restaurant		115
Maître d'hôtel restaurant	23	125
<b>BANQUET</b>		
<b>FUNCTIONS</b>	<b>Age</b>	<b>PCT. POINTS</b>
Assistant waiter/waitress suite/banquet	18	77.5
Banquet boy/maid	19	85
Head waiter's assistant banquet	20	92.5
Head waiter banquet	21	100
Banquet boy/maid	21	100
First head waiter banquet	22	110
Maître d'hôtel 's assistant banquet		115
Maître d'hôtel banquet	23	125
<b>BRASSERIE, TAVERN, PUB</b>		
<b>FUNCTIONS</b>	<b>Age</b>	<b>PCT. POINTS</b>
Waiter brasserie, tavern, pub	21	100
<b>CAFE</b>		
<b>FUNCTIONS</b>	<b>Age</b>	<b>PCT. POINTS</b>
Waiter café	21	100
<b>BAR</b>		
<b>FUNCTIONS</b>	<b>Age</b>	<b>PCT. POINTS</b>
Assistant barman/barmaid/bar attendant	18	77.5
Assistant barman/barmaid	20	92.5
Barman/Barmaid	22	100
Bar manager/head barman/barmaid		110
<b>HOTEL</b>		
<b>FUNCTIONS</b>	<b>Age</b>	<b>PCT. POINTS</b>
Bellboy/ bellgirl	15	55
Bellboy/ bellgirl	16	62.5
Bellboy/ Bellgirl adj.	17	70
Chief bellboy/ bellgirl	18	77.5
Chief bellboy/ bellgirl	19	85
Chief bellboy/ bellgirl	20	92.5
Parking valet		100
Doorman	21	100
Baggage handler		100
Valet/Chambermaid	18	100
Valet/Chambermaid	19	115
concierge	21	130
Chief concierge	23	150
<b>ROOMSERVICE</b>		
<b>FUNCTIONS</b>	<b>Age</b>	<b>PCT. POINTS</b>
Room service worker	18	95.5
Room boy/maid		115
Assistant Room service supervisor		120
Room service supervisor roomservice	23	125

<b>MISCELLANEOUS</b>		
<b>FUNCTIONS</b>	<b>Age</b>	
Toilet attendant		100
Dressing room attendant		100
Other workers		100

## 2.2 Bonuses/Allocations

### End-of-year bonus

**CLA of July 27<sup>th</sup>, 2010 (101 764), amended by the CLA of March 15<sup>th</sup>, 2018 (145 934) and of June 27<sup>th</sup>, 2018 (146 639) and of December, 18<sup>th</sup>, 2019 (156 842).**

RD 12/01/2011- BOG 09/02/2011

RD 17/08/2018 - BOG 06/09/2018

RD 14/10/2018 - BOG 12/11/2018

RD 22/06/2020 - BOG 3007/2020

#### **Modification and coordination of collective labour agreements granting an end-of-year bonus**

##### CHAPTER I. *Scope*

Article 1. This collective labour agreement applies to the employers and workers of companies belonging to the remit of the Joint committee for the Hotel Industry, with the exception of students who are bound by a student employment contract and who are only subject to the solidarity contribution as referred to in the Royal Decree of 23 December 1996 laying down measures for the introduction of a solidarity contribution for the employment of students not subject to the social security scheme for employed persons.

The exception mentioned in the previous paragraph only applies to establishment units which use the cash register system as referred to in the Royal Decree of 30 December 2009 to determine the definition and the conditions which a registered cash register system shall comply in the hospitality sector and which, in accordance with the said Decree, have declared this cash register system to the tax authorities. In the application of this collective labour agreement, "*workers*" shall refer to male and female workers.

##### CHAPTER II. *Terms and conditions of grant*

Art. 2. The parties agree to grant the workers referred to in Article 1 an end-of-year bonus.

Art. 3. The right of workers to an end-of-year bonus is acquired when the conditions of § 1 and/or § 2 are met:

§1. Full-time and part-time workers must have been bound by an employment contract in the same company for at least two uninterrupted months in the course of the calendar year.

The uninterrupted period can overlap two calendar years. It must be an uninterrupted period of (at least) two months of employment, it being understood that the rights exist from the second calendar year onwards.

§ 2. Temporary workers, also called "extra", employed during interrupted periods, must have worked with the same employer for at least 44 working days during the calendar year and this, regardless of the duration of the daily working time.

Art. 4. The worker dismissed by decision of the employer retains the right to an end-of-year bonus provided he/she meets the conditions set out in Article 3 of this collective labour agreement and provided that he/she has not been dismissed for serious reasons.

Art. 4.bis. When the individual employment contract is terminated by force majeure, the worker shall retain the right to the end-of-year bonus provided that the conditions set out in Article 3 of this collective labour agreement have been met.

By "force majeure", it should be understood termination of the individual employment contract on the grounds of physical or psychological incapacity established by medical certificate.

Art. 4.ter. The worker who resigns for serious reasons according to the employer retains the right to an end-of-year bonus provided that he/she meets the conditions set out in Article 3 of this collective labour agreement.



Art. 5. The worker who does not meet the conditions referred to in Article 3 of this collective labour agreement and who is dismissed by decision of the employer shall, except in the case of dismissal for serious reasons, retain the right to an end-of-year bonus provided that he/she has been bound by an employment contract in the same company for three uninterrupted years.

The worker who does not meet the conditions referred to in Article 3 of this collective labour agreement and who resigns for serious reasons according to the employer shall retain the right to an end-of-year bonus provided that he/she has been bound by an employment contract in the same company for three uninterrupted years.

Art. 6. The worker who leaves the company of his/her own free will shall not benefit, whatever his/her seniority, from the end-of-year bonus.

The worker retains the right to the end-of-year bonus when:

- he/she leaves the company of his/her own free will and gives notice on December 31<sup>st</sup> of the calendar year, at the end of his/her service in accordance with his/her working hours, as set out in the working regulations;
- he/she leaves the company of his/her own free will and that the notice period actually served ends on December 31<sup>st</sup> at the earliest;
- he/she leaves the company of his/her own free will and that, at the request of his/her employer, he/she does not serve the notice period notified to the employer and ending on December 31<sup>st</sup> at the earliest or during the following calendar year;
- he/she leaves the company of his/her own free will to take his/her legal pension.

#### CHAPTER III. *Determination of the amount of the end-of-year bonus*

Art. 7. The amount of the end-of-year bonus is set in proportion to the number of days of effective presence of the worker in the company for full-time workers and temporary workers and in proportion to the number of hours of effective presence of the worker in the company for part-time workers.

Art. 7bis. For full-time workers who meet the conditions mentioned in Chapter II of this agreement, 1/12<sup>th</sup> of the amount of the end-of-year bonus provided for in Article 10 shall be granted for each 21.666 days of actual presence under the five-day scheme and for each 26 days of actual presence under the six-day scheme.

The result of the calculation per month may under no circumstances be less than the number of full calendar months actually worked or assimilated.

Art. 8. "*Actual presence*" shall mean the days or hours during which the worker is physically present in the company in execution of the work schedule mentioned in his/her employment contract or in the work regulations.

Art. 9. Are assimilated to days of actual presence to the exclusion of all others:

1. (repealed)
2. the days included in the first 12 months of the period of partial incapacity for work resulting from total temporary incapacity, provided that the recognised percentage of partial temporary incapacity for work is at least equal to 66 p.c.;
3. the days off during pregnancy and childbirth: 7 weeks before and 8 weeks after childbirth. If the worker actually stopped working less than seven weeks before giving birth, assimilation shall be extended by a period corresponding to the period during which she continued working from the seventh week before giving birth;
4. the ordinary recall days to arms, the duration of which may not exceed seventy-four or sixty-six days, depending on whether the worker is participating or not in the training of reservists;
5. the days devoted to the fulfilment of civic duties (guardian, member of a family council, witness in court, juror, voter, member of a polling station, etc.);
6. the days devoted to the exercise of a public mandate and trade union obligations referred to in Article 16, 9° and 10° of the Royal Decree of March 30<sup>th</sup>, 1967 determining the general terms and conditions for the implementation of the laws relating to the annual holidays of salaried workers (BOG of April 6<sup>th</sup>, 1967), as amended by the Royal Decree of July 20<sup>th</sup>, 1970 (BOG of July 30<sup>th</sup>, 1970);
7. the days of participation in internships or study days devoted to manual workers' education or trade union training, organised by organisations representing the workers or by specialised institutes recognised by the competent Minister, at a maximum of 12 days per year;



8. the strike or lockout days, under the conditions provided for in Article 19 of the aforementioned Royal Decree of March 30<sup>th</sup>, 1967;
9. the period of temporary unemployment;
- 10a. the days included in an uninterrupted period of illness of at least six months. This uninterrupted period of 6 months may be carried out straddling two calendar years unless the incapacity for work in one of the two calendar years exceeds six months. Under no circumstances may assimilation exceed 6 months. Assimilation is limited to a maximum period of six months and the premium due for this period corresponds to 50 p.c. of the amount that would be due if the worker had worked. For any period of more than one year of uninterrupted incapacity for work, the assimilation of 6 months can only be applied once;
- 10b. the days included in a period of uninterrupted sickness of a maximum of one week (seven calendar days) in the course of the calendar year to which the end-of-year bonus relates, provided that this absence is justified by a medical certificate.  
Assimilation lasts as long as the cumulative sickness periods do not exceed one week (7 calendar days) during a calendar year.  
For workers with more than one year of seniority in the company, the 7-day assimilation period in the event of incapacity for work is maintained, even when over a period of one year, for several periods of illness cumulatively, the seven days of incapacity are exceeded, until a period of six months of uninterrupted incapacity for work is reached;
11. for pensioners, the period after retirement, until December 31<sup>st</sup> of the current year;
12. the military service, provided that the person concerned has been employed in a firm falling under the application of this collective labour agreement when he leaves it to fulfill his militia obligations, with a maximum of six months' assimilation;
13. the period of extra-legal leave granted by the employer to foreign workers returning to the country;
14. the period between the date of death and December 31<sup>st</sup> of the current year, with a maximum of six months of assimilation, in the event of the death of a worker in service during the period prior December 31<sup>st</sup> of the current year;
15. For full-time early retired, there is an assimilation of the early retirement period, however limited to the year during which the worker is placed on early retirement. This is the calendar year in which the worker's contract ends.  
This means that one twelfth of the amount of the end-of-year bonus is granted for each month "worked" and 20 p.c. of the remaining amount of the bonus for the months of early retirement, until December 31<sup>st</sup> of the calendar year in which the worker's contract ends."
16. the legal days of holidays;
17. the paid public holidays;
18. the compensatory rest days granted under the legislation on the reduction of working time;
19. the days granted under the educational leave legislation;
20. the days of minor unemployment as defined by the Royal Decree of August 28<sup>th</sup>, 1963;
21. the extra-legal days of leave granted to the worker in execution of a collective labour agreement.
22. the 10 days established in accordance with article 30, § 2 of the law of July 3<sup>rd</sup>, 1978 relating to employment contracts

Art. 10. For full-time and part-time workers, the maximum amount of the end-of-year bonus corresponds to a salary of four weeks and one third, provided that the workers meet the conditions set out in Chapter II, without prejudice to the provisions of Articles 7, 7bis and 12.

Art. 10bis. For temporary workers paid an hourly wage, the maximum amount of the end-of-year bonus is the last applicable hourly wage multiplied by 173.33 in a 40-hour week scheme.

For temporary workers paid by the percentage of service, the last flat-rate daily pay applied in the five-day scheme is multiplied by 21.666.

Art. 11. By "salary", it should be understood: hourly wages, weekly wages, daily flat-rate wages or monthly wages which apply in December of the calendar year to which the end-of-year bonus relates. For workers who leave the company during the course of the calendar year, the applicable wages when they leave the company are taken into account for the calculation of the amount of the end-of-year bonus.

Art. 12. Part-time workers meeting the conditions mentioned in Chapter II of this agreement are granted 1/12<sup>th</sup> of the amount of the end-of-year bonus fixed in Article 10 per tranche of as many hours of actual presence as the result of the following equation:

part-time worker's average working week x 52 weeks divided by 12 months.

The result of the calculation per month may under no circumstances be less than the number of full calendar months actually worked or assimilated."

Art. 12bis. Temporary workers meeting the conditions mentioned in Chapter II of this agreement are granted 1/12<sup>th</sup> of the amount of the end-of-year bonus fixed in Article 10bis per tranche of as many hours of actual presence as the result of the following equation:

number of hours worked during the calendar year divided by 8

= number of days divided by 21.666 = pro rata of the end-of-year bonus.

#### CHAPTER IV. *Date and method of payment*

Art. 13. No later than January 31<sup>st</sup> of the calendar year following the one to which the end-of-year bonus relates, the Social and Guarantee Fund for Hotels, Restaurants, Cafés and Similar Businesses shall pay the worker the amount of the net end-of-year bonus by transfer to his/her bank account, provided he/she has sent the Social and Guarantee Fund for Hotels, Restaurants, Cafés and Similar Businesses the appropriate form, duly completed and certified by his/her financial institution.

"*Net end-of-year bonus*" shall mean the end-of-year bonus referred to in Chapters 2 and 3 of this collective labour agreement, less the statutory deductions which must be operated by the employer.

#### CHAPTER VI. - *Final provisions*

Art. 16. This CLA comes into effect on January 1<sup>st</sup>, 2011. It is concluded for an indefinite period.

*Article 1 is amended from January 1<sup>st</sup>, 2020*

*Article 3 § 1 is amended from January 1<sup>st</sup>, 2016.*

*Article 4ter is added from January 1<sup>st</sup>, 2018.*

*Article 5 is amended from January 1<sup>st</sup>, 2018.*

*Article 7bis and article 9 are amended from January 1<sup>st</sup>, 2016.*

*Art. 9, point 1 is repealed from January 1<sup>st</sup>, 2018.*

*points 10a and 10b are amended from December 1<sup>st</sup>, 2016.*

*point 15 is replaced from June 28<sup>th</sup>, 2012.*

*point 22 is added from January 1<sup>st</sup>, 2014.*

*Art. 12 is amended from January 1<sup>st</sup>, 2018.*

*Art. 13 is replaced from November 19<sup>th</sup>, 2012.*

## **Premiums for night work**

**CLA of 9 December 1998 (49 956), amended by the CLAs of 27 August 2001 (58 950) and of 30 June 2003 (67 736) and of 23 October 2007 (85 834)**

*RD 13/11/2000 BOG 23/12/2000*

*RD 24/12/2002 BOG 27/03/2003*

*RD 16/06/2004 BOG 13/07/2004*

*RD 18/05/2008 BOG 08/07/2008*

***Fixing the working and remuneration conditions of workers providing work between midnight and five a.m.***

Art. 2. For the application of this collective labour agreement, the following definitions shall apply:

1° *Night work*: any work performed during a period of at least seven consecutive hours including the interval between midnight and five o'clock, as provided for in the Act of 3 April 1997 assenting to agreement No. 171 concerning night work.

2° *Night worker*: a worker who, in accordance with their employment contract or a work schedule specified in the work rules, works more than 51% of their working time between midnight and 5 o'clock.

3° *working arrangements with night work*: a worker whose working hours are, among others, between midnight and 5 a.m.

4° *Act*: Act of 3 April 1997 assenting to agreement No. 171 concerning night work.

Art. 3. Accompanying measures as provided for in Articles 4 to 7 of the Act shall apply only to workers who perform night work and to night workers as defined in Article 2, 1° and 2°, of this collective labour agreement.

Art. 4. In accordance with Article 8 of the Act, workers referred to in Article 2, 3° of this collective labour agreement who are paid on the basis of a fixed hourly or monthly wage or a percentage of service are entitled to a wage supplement of EUR 0.98 per hour for each hour worked between midnight and five o'clock.

Art. 5. §1. The wage supplement as defined in Article 4 is only granted for benefits that do not give entitlement to a wage supplement as defined in Article 29 of the Labour Act of 16 March 1971 (Belgian Official Gazette of 30 March 1971).

§ 2. The wage supplement as defined in Article 4 shall not be granted for work performed that give entitlement to a bonus as defined in the collective labour agreement of 27 August 2001 on the granting of a bonus for work performed on Sundays and legal public holidays. (*to be read as the CLA of 23 October 2007 (85 833), which replaces it*).

If the wage supplement is higher than this premium, only the difference between the premium and the supplement is due.

Art. 6. By way of derogation from the CLA of 25 June 1997 relating to the display of variable working hours for part-time workers, variable working hours which provide for night work arrangements for workers must be made known to them at least 5 working days in advance by means of a dated notice displayed on the premises of the company at the place referred to in Article 15 of the Act of 8 April 1965 relating to the establishment of work rules.

Art. 7. On 1 January of each year, the wage supplement, as referred to in Article 4 of this collective labour agreement, shall be adjusted according to the actual change in the quarterly average of the health index over the last 12 months (November year -1 as opposed to November year -2).

The quotient which is obtained by dividing the target index of November year -1 by that of November year -2, mentions 5 decimal places and is rounded up if the sixth decimal place is equal to or greater than five.

The adjusted salary supplement is rounded off to 4 decimal places after the decimal point. When the fifth decimal place is less than 5, it is not taken into account. Where the fifth decimal place is equal to or greater than 5, the decimal place to be rounded is increased by one.

Art. 8. Young workers over age 16 can be employed until 11 p.m. in companies that are members of the Joint Committee for the Hotel Industry.

An employer who wishes to make use of this derogation must notify the Chief District Inspector of the Social Law Inspectorate in whose jurisdiction the company is established.

Art. 9.a. For workers subject to a working regime as defined in Article 2, 3° who, at the end of their daily work, no longer have public transport or their own means of transport or car-pooling enabling them to reach their place of residence when that place is more than 5 km away, the employer must provide this transport or reimburse, on the basis of a supporting document, the expenses actually incurred by these workers.

b. In the case of workers referred to in Article 8 of this collective labour agreement who, at the end of their daily work, no longer have public transport to reach their place of residence, the employer shall provide such transport or reimburse, on production of supporting documents, the costs actually incurred by such workers.

Art. 10. Companies which, at the time of entry into force of this collective labour agreement, already grant more advantageous conditions than those determined in Article 4 of this collective labour agreement shall maintain them.

Art. 12. This collective labour agreement shall come into force on 1 April 1998. It is concluded for an indefinite period.

*Article 4 is replaced from 1 July 2003.*

*Article 5 is replaced from 1 July 2001.*

*Art. 7 is replaced from 1 January 2008.*

## **Bonus for work on Sundays and public holidays**

**CLA of 23 October 2007 (85 833)**

*RD 18/05/2008 BOG 08/07/2008*

***The granting of a bonus for work on Sundays and public holidays***

Art. 2. For each actual work performed on a Sunday or public holiday between 0 hours and 24 hours, a bonus of € 2 per hour actually worked, with a maximum of € 12 per Sunday or legal holiday will be paid.

Art. 3. The bonus referred to in Article 2 shall not be granted in companies which, in pursuance of a company agreement, grant more favourable conditions to workers for the work referred to in Article 2.

Art. 5. This collective labour agreement comes into force on 1 July 2008 and is valid for an indefinite period.

## Overtime hours

**CLA of 27 August 2001 (58 943)**  
*(RD 06/12/2002 - BOG 02/04/2003)*  
**Granting of overtime credit**

Art.2. Pursuant to Article 20 bis §4 of the Labour Act of 16 March 1971, it is established that the number of working hours that must be worked over a year may be exceeded, at the end of the year, by 65 hours per calendar year, without any compensatory leave having to be granted for these hours, even in the following quarter.

Art. 3. In order to be able to apply the derogation referred to in Article 2 of this collective labour agreement, employers, with the exception of employers who have provided for this derogation in the work regulations of their company, must individually obtain the authorisation of the Joint Committee for the Hotel Industry.

Art. 4. This collective labour agreement is concluded for an indefinite period and takes effect from 1 July 2001.

## Flexibility wage supplement

**CLA of 29 September 2003 (69 007), amended by CLA of 23 October 2007 (85 832)**  
*RD 04/07/2004 - BOG 20/09/2004*  
*RD 18/05/2008 - BOG 08/07/2008*

**Implementation of the Memorandum of Understanding of 29 June 2001, creation of a flexible wage supplement in catering companies**

### I. Scope

Article 1. This collective labour agreement shall apply to employers and workers of companies belonging to the Joint Committee for the Hotel Industry who perform a contracting agreement lasting more than 7 continuous calendar days relating to the preparation and/or service of meals and beverages, with or without additional services, on the premises of the beneficiary of the said services.

For the purposes of this collective labour agreement, the term "*workers*" shall be understood to mean: male and female workers paid on the basis of a fixed hourly or monthly wage in application of the collective agreement of 25 June 1997, introducing a new classification of functions and determining minimum wages, *(to be read as the CLA of 11 February 2008 (87.298), which replaces it)*.

### II. *Main reference function and main function category*

Art. 2. The provisions of the aforementioned CLA of 25 June 1997, *(to be read as the CLA of 11 February 2008 (87.298), which replaces it)*, continue to apply in full for the employers and workers covered by this collective labour agreement.

Consequently, the employment contract, the pay slip and the basic pay will be drawn up taking into account, for a worker who performs, in the service of the same employer, several functions included in the list of reference functions, the reference function to which they devote the most working hours during the working week or during a complete work cycle.

This main reference function thus determined corresponds to a function category hereinafter referred to as the "*main function category*".

### III. *Flexibility*

Art. 3. A worker who performs, on a recurring basis, in the course of the day, week or month, several reference functions, will receive, in addition to the salary set by collective labour agreement no. 1 of 25 June 1997 (*to be read as the CLA of 11 February 2008 (87.298), which replaces it*), on the basis of their main function category, a salary supplement, known as the "flexibility wage supplement", on an hourly or monthly basis.

The replacement of a worker, whatever the cause, duration and frequency, by another worker is not considered flexibility and does not give rise to the granting of the flexibility wage supplement.

### IV. *Flexibility wage supplement*

Art. 4. For the purposes of this Article, "seniority" shall be understood as follows: the number of years the worker has worked for the same employer under a flexible system as defined in Article 3.

This seniority is not interrupted by a temporary return to a single reference function.

The amount of the flexibility wage supplement is:

a) For workers who perform different reference functions, all of which belong to function category II, the hourly flexibility wage supplement is set at:

- less than 5 years seniority: EUR 0.11;
- from 5 to less than 10 years seniority: EUR 0.14;
- from 10 to less than 15 years seniority: EUR 0.18;
- at least 15 years seniority: EUR 0.21.

b) For workers, whose main function category is below category VIII, who perform different reference functions belonging to different function categories of which one category is III or IV, the hourly flexibility wage supplement is set at:

- less than 5 years seniority: EUR 0.17;
- from 5 to less than 10 years seniority: EUR 0,22;
- from 10 to less than 15 years seniority: EUR 0.27;
- at least 15 years seniority: EUR 0.32.

c) For workers, whose main function category is below category VIII, who perform different reference functions belonging to different function categories of which one category is V or more, the hourly flexibility wage supplement is set at:

- less than 5 years seniority: EUR 0.20;
- from 5 to less than 10 years seniority: EUR 0.25;
- from 10 to less than 15 years seniority: EUR 0.30;
- at least 15 years seniority: EUR 0.35.

Art. 5. On 1 January of each year, the aforementioned flexibility wage supplements are adjusted according to the actual change in the quarterly average of the health index over the last 12 months (November year -1 as opposed to November year -2).

The quotient which is obtained by dividing the target index of November year -1 by that of November year -2, mentions 5 decimal places and is rounded up if the sixth decimal place is equal to or greater than five. The adjusted wage supplements are rounded off to 4 decimal places after the decimal point. When the fifth decimal place is less than 5, it is not taken into account. Where the fifth decimal place is equal to or greater than 5, the decimal place to be rounded is increased by one.

### V. *Equivalent benefit*

Art. 6. Employers who, at the time of the entry into force of this agreement, are already allocating a wage, including flexibility bonuses, equivalent to or higher than the basic wage plus the flexibility wage supplement, will be exempted from the application of this agreement if they inform the chairman of the Joint Committee for the Hotel Industry by means of a detailed letter, no later than three months after the publication in the Belgian Official Gazette of the notice that the collective agreement has been deposited at the registry of the Directorate-General for Collective Labour Relations of the FPS Employment, Labour and Social Dialogue.

VI. *Transitional measures*

Art. 7. For the purposes of the first paragraph of Article 4, the workers, as defined in Article 3, shall have 10 years seniority provided they entered the service of the company before 1 January 1998.

This seniority is set at five years for workers who entered service between 1 January 1998 and 31 December 2002.

VI. Effective date, duration and denunciation

Art. 8. This collective labour agreement is concluded for an indefinite period and takes effect from 1 October 2003. (*Art. 5 is replaced from 1 January 2008.*)



### 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.

#### Transport costs

**CLA of 15 March 2018 (146 019), amended by the CLA of 18 December 2019 (156 838)**

(R.D. 17/08/2018 - B.O.G. 29/08/2018)

(R.D. 11/06/2020 - B.O.G. 07/07/2020)

**Employer's financial intervention in the price of transport of workers**

Article 1. This collective labour agreement applies to the employers and workers of companies belonging to the remit of the Joint committee for the Hotel Industry.

In the application of this collective labour agreement, "workers" shall refer to male and female workers.

Art. 2. Without prejudice to the provisions of the collective labour agreement No. 19octies, concluded on 20 February 2009 within the National Labour Council, on the financial intervention by employers to the price of transport of workers, the intervention of employers in the costs of workers' transport is set as follows:

- a) *Transport by rail* (Société nationale des chemins de fer belges): the employer's intervention to the price of the transport ticket used is calculated on the basis of the scale of lump sums set out in collective labour agreement no. 19octies concluded within the National Labour Council. From 1 February 2018, each year on 1 February, the amounts included in this scale will be increased by the same percentage as that applied to the increase in the real prices of tickets as published by the SNCB (see appendix);
- b) *Public transport*: in the case of public transport, with the exception of transport by train, provided that the distance travelled on the shortest route between the departure stop and the arrival stop is greater than or equal to 1 kilometre, the employer's intervention is set at 80% of the amount actually paid by the worker, without the latter amount exceeding the amount in the table annexed for a distance of 16 km;
- c) *Transport by bicycle*: for journeys made by bicycle between the place of residence and the place of employment and vice versa, the employer pays an allowance of EUR 0.22 per kilometre travelled;
- d) *Other means of transport*: provided that the distance travelled by the shortest route between the place of departure and the place of arrival is equal to or greater than 1 kilometre, the employer's intervention is set at 70% of the price of the second-class train card for a corresponding distance.

In the case of successive use of the different modes of transport referred to above, the employer's intervention applies respectively to each distance travelled.



Art. 3. If a worker uses private transport or a card for one or more public transport journeys and has not worked for the entire month, they shall be entitled to an allowance of 1/21.66 of the scheduled monthly allowance for each day actually worked in the course of the calendar month. Under no circumstances may the worker receive more than the monthly intervention stipulated at article 2, a), b) and d).

Art. 4. The financial intervention referred to in Article 2 is limited to actual travel between the legal place of residence and the company, for staff members who are accommodated by the employer.

Art. 5. The financial intervention referred to in Article 2 does not apply to workers who, depending on their working hours, may use transport organised by the employer.

Art. 6. Workers who, in the course of a working day, as provided for in their hours of work, provide interrupted work and who, between two periods of work, are not under the authority of their employer and whose interruption cannot be regarded either as a rest period or as a meal break, shall be entitled to a double intervention by the employer in their transport costs, as referred to in Article 2.

Workers who provide interrupted work as referred to in this agreement and who exclusively use a public transport season ticket entitling them to several journeys a day shall not be entitled to the double intervention provided for in paragraph 1 for their double journeys to and from their workplace.

Art. 7. Occasional (extra) workers shall benefit from financial intervention under the conditions mentioned in Article 2 at the rate of 1/26 of the planned monthly contribution, per trip to and from the workplace.

Art. 8. As regards the calculation of the distance travelled either by rail (SNCB) or by other public transport, the number of kilometres indicated on the train card issued by the companies concerned should be taken into consideration.

If the worker has to use different means of transport (SNCB and/or public transport), it is sufficient to add up the kilometres indicated on the season tickets issued by the respective transport companies.

Art. 9. In order to obtain reimbursement of the transport costs referred to in articles 2 to 8, the beneficiary worker must, at the express request of the employer, submit the certificates as soon as they have them in their possession.

If the worker has to pay for the attestation, the employer will compensate them for these costs.

At the employer's request, the worker must submit a declaration on their honour stating the number of journeys made per week to and from their workplace.

In order to assert their right to double intervention, as provided for in Article 6 of this collective labour agreement, the worker shall always make a declaration on their honour in writing stating the number of journeys they have made to and from their workplace during the working day.

Any abuse on the part of the worker with a view to obtaining double intervention shall be punished by the provisions referred to in the work rules.

The financial intervention referred to in Article 2, c) and (d) shall be calculated on the basis of the number of journeys mentioned in the declaration on honour.

The employer may at any time check the reality of this declaration on honour. The worker shall report any change in this situation within three days.

Art. 10. Without prejudice to the provisions of Articles 2 to 7, the more favourable conditions for

transport and reimbursement of transport costs existing at the level of the company shall be maintained.

Art. 12. This collective labour agreement comes into force on 1 January 2018 and is valid for an indefinite period. (Art.2 c) is amended from 1 October 2019)

Appendix:

From 1 February 2018 - JC 302 - Rail transport									
		Monthly Card		3 months		12 months		Part-time work (raifflex)	
Distance (km)	Index (2,49 %)	Intervention CLA 19octies	Intervention employer	Intervention CLA 19octies	Intervention employer	Intervention CLA 19octies	Intervention employer	Intervention CLA 19octies	Intervention employer
1	1.0249	18.30	18.76	52.00	53.29	185.00	189.61	7.40	7.58
2	1.0249	20.50	21.01	57.00	58.42	204.00	209.08	7.40	7.58
3	1.0249	22.30	22.86	62.00	63.54	224.00	229.58	7.40	7.58
4	1.0249	24.40	25.01	68.00	69.69	243.00	249.05	8.60	8.81
5	1.0249	26.00	26.65	74.00	75.84	264.00	270.57	9.50	9.74
6	1.0249	28.00	28.70	78.00	79.94	280.00	286.97	10.30	10.56
7	1.0249	30.00	30.75	83.00	85.07	297.00	304.40	11.00	11.27
8	1.0249	31.00	31.77	88.00	90.19	314.00	321.82	11.60	11.89
9	1.0249	33.00	33.82	93.00	95.32	331.00	339.24	12.10	12.40
10	1.0249	35.00	35.87	98.00	100.44	348.00	356.67	12.60	12.91
11	1.0249	37.00	37.92	103.00	105.56	366.00	375.11	13.10	13.43
12	1.0249	38.50	39.46	108.00	110.69	383.00	392.54	13.60	13.94
13	1.0249	40.00	41.00	113.00	115.81	402.00	412.01	14.20	14.55
14	1.0249	42.00	43.05	118.00	120.94	420.00	430.46	14.60	14.96
15	1.0249	43.50	44.58	122.00	125.04	436.00	446.86	15.00	15.37
16	1.0249	45.00	46.12	127.00	130.16	455.00	466.33	15.50	15.89
17	1.0249	47.50	48.68	132.00	135.29	472.00	483.75	15.90	16.30
18	1.0249	49.00	50.22	137.00	140.41	489.00	501.18	16.40	16.81
19	1.0249	51.00	52.27	142.00	145.54	507.00	519.62	16.90	17.32
20	1.0249	53.00	54.32	147.00	150.66	524.00	537.05	17.30	17.73
21	1.0249	54.00	55.34	152.00	155.78	542.00	555.50	17.70	18.14
22	1.0249	56.00	57.39	157.00	160.91	560.00	573.94	18.20	18.65
23	1.0249	58.00	59.44	162.00	166.03	579.00	593.42	18.70	19.17
24	1.0249	59.00	60.47	167.00	171.16	596.00	610.84	19.10	19.58
25	1.0249	62.00	63.54	172.00	176.28	614.00	629.29	19.50	19.99
26	1.0249	63.00	64.57	177.00	181.41	632.00	647.74	20.20	20.70
27	1.0249	65.00	66.62	182.00	186.53	650.00	666.19	20.60	21.11
28	1.0249	67.00	68.67	187.00	191.66	667.00	683.61	21.00	21.52
29	1.0249	68.00	69.69	191.00	195.76	684.00	701.03	21.30	21.83
30	1.0249	70.00	71.74	197.00	201.91	701.00	718.45	21.70	22.24
31-33	1.0249	73.00	74.82	206.00	211.13	733.00	751.25	22.60	23.16
34-36	1.0249	78.00	79.94	218.00	223.43	776.00	795.32	24.10	24.70
37-39	1.0249	82.00	84.04	229.00	234.70	818.00	838.37	25.00	25.62
40-42	1.0249	87.00	89.17	244.00	250.08	871.00	892.69	27.00	27.67
43-45	1.0249	91.00	93.27	256.00	262.37	914.00	936.76	28.00	28.70
46-48	1.0249	96.00	98.39	268.00	274.67	957.00	980.83	29.00	29.72
49-51	1.0249	101.00	103.51	282.00	289.02	1,008.00	1,033.10	31.00	31.77
52-54	1.0249	104.00	106.59	291.00	298.25	1,039.00	1,064.87	32.00	32.80
55-57	1.0249	107.00	109.66	299.00	306.45	1,070.00	1,096.64	33.00	33.82
58-60	1.0249	111.00	113.76	310.00	317.72	1,108.00	1,135.59	34.50	35.36
61-65	1.0249	115.00	117.86	322.00	330.02	1,149.00	1,177.61	36.00	36.90
66-70	1.0249	120.00	122.99	336.00	344.37	1,201.00	1,230.90	38.00	38.95
71-75	1.0249	126.00	129.14	354.00	362.81	1,265.00	1,296.50	40.50	41.51
76-80	1.0249	132.00	135.29	368.00	377.16	1,317.00	1,349.79	42.00	43.05
81-85	1.0249	137.00	140.41	383.00	392.54	1,369.00	1,403.09	44.50	45.61

86-90	1.0249	143.00	146.56	400.00	409.96	1,429.00	1,464.58	46.00	47.15
91-95	1.0249	148.00	151.69	415.00	425.33	1,481.00	1,517.88	47.50	48.68
96-100	1.0249	153.00	156.81	430.00	440.71	1,534.00	1,572.20	50.00	51.25
101-105	1.0249	160.00	163.98	447.00	458.13	1,597.00	1,636.77	52.00	53.29
106-110	1.0249	165.00	169.11	462.00	473.50	1,650.00	1,691.09	53.00	54.32
111-115	1.0249	171.00	175.26	477.00	488.88	1,703.00	1,745.40	55.00	56.37
116-120	1.0249	177.00	181.41	493.00	505.28	1,763.00	1,806.90	57.00	58.42
121-125	1.0249	181.00	185.51	509.00	521.67	1,816.00	1,861.22	59.00	60.47
126-130	1.0249	187.00	191.66	524.00	537.05	1,869.00	1,915.54	61.00	62.52
131-135	1.0249	192.00	196.78	538.00	551.40	1,922.00	1,969.86	62.00	63.54
136-140	1.0249	198.00	202.93	553.00	566.77	1,975.00	2,024.18	63.00	64.57
141-145	1.0249	203.00	208.05	568.00	582.14	2,028.00	2,078.50	65.00	66.62
146-150	1.0249	211.00	216.25	592.00	606.74	2,114.00	2,166.64	67.00	68.67

## 4 Working hours

Working hours on an annual basis: 38 hours.

CLA of 25 June 1997 (45 322), amended by CLA of 27 September 2001 (59 231)

RD 25/05/1999 - BOG 04/12/1999

RD 28/02/2003 - BOG 02/05/2003

CLA of 25 June 1997 comes into effect on 1 April 1998 for an indefinite period.

CLA of 27 September 2001 comes into effect on 1 December 2002 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>