



Joint Subcommittee for the electricians: installation and distribution (JSC 149.01)

In accordance with European law, this document only contains provisions of collective labour agreements (CLA) which have been declared universally applicable within the meaning of Directive 96/71/EG, i.e., in Belgian Labour Law, conventional provisions made mandatory by Royal Decree, and which are criminally sanctioned in case of non-compliance.

For this reason, this document is regularly updated. It is recommended that posted workers and their employers consult the documents regularly during the period of posting. The date of the last update is indicated in the top right-hand corner.

This document is based on sectoral CLA's. The competent Joint Committee is therefore the one that can ultimately deliver a judgment about the right interpretation of its CLA's.

Only the Dutch and the French versions of the text of the decision to declare a provision universally binding (AVV Decision) has legal validity for the determination of rights and obligations.

*The CLA's hereafter can be consulted on the site of the FPS ELSD in Dutch or in French:
<https://www.werk.belgie.be/nl/themas/paritaire-comites-en-collectieve-arbeidsovereenkomsten-caos/collectieve-4>
<https://www.emploi.belgique.be/fr/themes/commissions-paritaires-et-conventions-collectives-de-travail-cct/conventions-collectives-3>*

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1 Scope of application

This file applies to companies, for activities carried out in Belgium, coming under the Joint Subcommittee for the electricians: installation and distribution.

Creation and modification of scope

(0) R.D 13/03/1985 Belgian Official Gazette 16/04/1985

(1) R.D 24/10/2012 Belgian Official Gazette 13/12/2012

Article 1, paragraph 1

Competent for workers who perform mainly manual work and their employers, i.e. the companies, except those governed by the Joint Labour Committee for the metal, mechanical and electrical construction, the Joint Labour Committee for the construction industry, the Joint Labour Committee for the garages, the Joint Labour Committee for the department stores or the Joint Labour Committee for the large retail companies, of which the principal activities consist in.

- a) carrying out exclusively or principally electrical and electronic assembly and installation work, including on vehicles and vessels, having a domestic, commercial, industrial or scientific destination in the following main areas: lighting, motive power, heating, process equipment, transmission and transformation of power at low, high and very high voltage, telephony and signalling, internal combustion engines, radio, weak voltage, telephony and telegraphy;
- b) wholesale trade (including import-export) or retailing of electrical and electronic appliances, even if they alter, finish, maintenance, repair or install those appliances, except the appliances which are specifically designed for motorized or non-motorized road vehicles, electrical and electronic office equipment;
- c) radio and tele distribution;
- d) installing and / or repairing audio, video, signalling and lighting installations;
- e) installing safety devices.

The joint subcommittee shall not be competent for companies having an equal status as companies carrying out for third parties exclusively logistic activities such as defined in the scope of the Joint Committee for transport and logistics, except if those activities are an integral part of a commercial activity.



2 Remuneration

2.1 Wage scale (gross)

January 2022: indexation percentage: 3.95

CLA of 25 June 2014 (123 001) (RD 19/03/2015 - BOG 09/04/2015)

This CLA comes into effect on 1 January 2014 and is concluded for an indefinite period.

CLA of 26 June 2019 (152 843) (RD 11/11/2019 – BOG 25/11/2019)

This CLA comes into effect on 1 July 2019 and is concluded for an indefinite period.

The existing youth wages have been abolished since 01/07/2009. Thus, the CLA 50 of the NLC on the guaranteed average minimum monthly income for workers under 21, does not apply to the sectorial minimum wages. The CLA 43 of the NLC on the guaranteed average minimum monthly income (GAMMI) however does apply.

2.1.1 Blue collar workers

TIMETABLE (on a weekly basis): 38h

Wages of a blue collar worker acting temporarily as a foreman, leading at least four people, are increased for the duration of his office by 5 to 10%.

Seniority	Category					
	A	B	C	D	E	F
0-1	14.12	14.97	16.24	17.65	18.64	19.77
1	14.26	15.12	16.40	17.83	18.83	19.97
2	14.33	15.19	16.48	17.91	18.92	20.07
3	14.40	15.27	16.56	18.00	19.01	20.17
4	14.47	15.34	16.65	18.09	19.11	20.26
5	14.54	15.42	16.73	18.18	19.20	20.36
6	14.61	15.49	16.81	18.27	19.29	20.46
7	14.68	15.57	16.89	18.36	19.39	20.56
8	14.76	15.64	16.97	18.44	19.48	20.66



9	14.83	15.72	17.05	18.53	19.57	20.76
10	14.90	15.79	17.13	18.62	19.67	20.86
11	14.97	15.87	17.21	18.71	19.76	20.96
12	15.04	15.94	17.30	18.80	19.85	21.06
13	15.11	16.02	17.38	18.89	19.94	21.15
14	15.18	16.09	17.46	18.97	20.04	21.25
15	15.25	16.17	17.54	19.06	20.13	21.35
16	15.32	16.24	17.62	19.15	20.22	21.45
17	15.39	16.32	17.70	19.24	20.32	21.55
18	15.46	16.39	17.78	19.33	20.41	21.65
19	15.53	16.47	17.86	19.42	20.50	21.75
20	15.60	16.54	17.95	19.50	20.60	21.85
21	15.67	16.62	18.03	19.59	20.69	21.94
22	15.74	16.69	18.11	19.68	20.78	22.04
23	15.81	16.77	18.19	19.77	20.88	22.14
24	15.89	16.84	18.27	19.86	20.97	22.24
25	15.96	16.92	18.35	19.94	21.06	22.34
26	16.03	16.99	18.43	20.03	21.16	22.44

For the application of the minimum hourly salaries set by the Joint Sub-Committee, manual workers with at least one year's seniority shall be granted a salary increase of at least 1%.

Above this seniority, the minimum hourly salaries shall increase steadily and annually by at least 0.5% depending on the seniority acquired within the same qualification and within the same company.

The seniority bonus is set at a maximum of 13.5% and shall always be calculated on the minimum hourly salaries of each professional category and shall therefore be amended whenever the minimum hourly salaries are modified or increased.

CLA of 25 June 2014 (123 001) (RD 19/03/2015 - BOG 09/04/2015)

This CLA comes into effect on 1 January 2014 and is concluded for an indefinite period.



For the application of this CLA:

- fixed-term contracts or contracts for clearly defined work: the employment contracts provided for in Articles 9, 10, 11 and 11bis of the Law of 03.07.1978 relating to employment contracts (Belgian Official Gazette of 22.08.1978);
- temporary work: work carried out by a temporary worker as defined and regulated in the Law of 24.07.1987 on temporary work, agency work and the placing of workers at the disposal of users (Belgian Official Gazette of 20.08.1987) and all CLAs in execution of this law.

When a manual worker is hired with an open-ended contract after one or more fixed-term contracts, contracts for clearly defined work or temporary contracts, the seniority acquired over the course of these fixed-term contracts, contracts for clearly defined work or temporary contracts shall be taken into account.

CLA of 20 October 2011 (123 001) (RD 05/12/2012 - BOG 11/04/2013)

This CLA comes into effect on 1 October 2011 and is concluded for an indefinite period.

2.1.2 Job students

80% of the scaled wages of the professions category of the blue collar worker with a similar function as the student worker.

By " student- workers" are understood : the students who are employed within the framework of a student employment contract and who are excluded from the application of the Social Security Act in accordance with the article 17bis of the Royal Decree implementing the Act of June 27th. 1969 revising the Decree-Law of December 28th. 1944 on the social security for blue collar workers (implementing decree of the social security Act of November 28th. 1969).



2.1.3 Jobclassification and seniority

CLA of 20 October 2011 (106 855), as amended by the CLA of 25 January 2012 (108 626)
(R.D. 21/01/2013 - Belgian Official Gazette 03/06/2013)
(R.D. 03/04/2013 - Belgian Official Gazette 18/06/2013)
Job Classification

CHAPTER II. *Job classification*

Art. 3. The blue collar workers are assigned to one of six classification categories which are defined as follows:

A. Assistant Workman

Personal qualities:

- Minimum knowledge and training:
 - * Elementary school training.

- Competencies:
 - * Must be able to work in a team and assist a more specialized blue collar worker in the performance of his duties;
 - * Must be able to execute orders and simple tasks under the direction of other persons;
 - * Must apply the safety rules.

Activities:

- Intellectually:
 - * Follows accurately the instructions.

- Tasks:
 - * Execution of tasks that do not require specific vocational training;
 - * Mostly manual work and, possibly, maintenance of the premises;
 - * Works only under the direction of a more qualified blue collar worker.

Responsibility:

- Performs well the given instructions;
- Keeps the line informed on the difficulties encountered.

B. Trained workman 2nd category

Personal qualities :

- Minimum knowledge and training:
 - * Knowledge acquired on the trade by school training or practice;
 - * A training period of at least six months in order to accede to this category is required;
 - * Knows most tools and most simple and common devices.

- Competencies:
 - * Must be able to work in a team and assist a more specialized blue collar worker in the performance of his duties;
 - * Must apply the safety rules.

Activities:

- Intellectually:



- * Understands simple diagrams and perform tasks on that basis;
- * Reports on the difficulties encountered.

- Tasks:

- * Performs preparatory activities;
- * Is able to perform simple and common operations.

Responsibility:

- Performs the entrusted work in a proper manner.

C. Experienced workman 1st category

Personal qualities:

- Minimum knowledge and training:
 - * requires a training period of at least 12 months in order to accede to this category;
 - * Knows the materials and most common devices. their application and their installation conditions;
 - * Is able to operate the devices.

- Competencies:

- * Must be able to work in a team as well as all by himself;
- * Must meet the requirements of the previous categories;
- * Must apply the safety rules.

Activities

- Intellectually:
 - * Understands simple diagrams to d perform tasks on that basis;
 - * Reports on the difficulties encountered.
- Tasks:
 - * Usually works under someone's conduct;;
 - * Can perform a variety of tasks in connection to the installations.

Responsibility:

- Performs the entrusted tasks efficiently and correctly.

D. Skilled blue collar Worker 3rd category

Personal qualities:

- Has a minimum knowledge and training:
 - * Knows his job by theoretical knowledge and practical experience;
 - * Knows all the materials and devices. their application and installation conditions;
 - * Knows the materials of the structures the installations must be fitted onto;
 - * Is able to work with the most basic measuring devices;
 - * Is able to read a plan;
 - * Knows the regulations on safety and health;
 - * Knows the technical regulations relating to his activities.

- Competencies:

- * Has to be able to work both in a team and all by himself.

Activities:

- Intellectually
 - * Understands diagrams. is able to interpret them and to detect errors;
 - * Is able to give instructions;
 - * Must be able to draw up reports in writing;
 - * is able to work without supervision at a particular task.



- Work :
- * He is able perform a specific task without help or supervision.

Responsibility:

- Finish the entrusted work successfully both technically and in terms of efficiency;
- Take the initiative to solve simple problems for more difficult problems. calls in the assistance of a better qualified blue collar worker;
- Supervises the application of safety rules.

E Skilled blue collar worker 2nd category

Personal qualities:

- Minimum knowledge and training:
 - * Knows the profession thoroughly and completely by theoretical knowledge and practical experience;
 - * Knows all the materials and devices. their application and installation conditions;
 - * Knows the materials of the structures where the installations must be fitted onto;
 - * Is able to operate the most basic measuring devices;
 - * Is able to read a plan;
 - * Knows the regulations on safety and health;
 - * Knows the technical regulations with respect to his activities.

- Competencies:

- * Is able to discuss with third parties about the technical problems.

Activities:

- Intellectually:
 - * Foresees the difficulties that may arise and find s solutions so that they will not cause any loss of time;
 - * Takes the necessary initiatives to achieve the required results;
 - * Understands diagrams. is able to interpret them and to detect errors;
 - * Is able to give instructions;
 - * Must be able to draw up a report in writing;
 - * Is able to work without supervision at a particular task.

- Work :

- * Supervises the monitoring of the material;
- * Is able to check and repair independently installations.

Responsibility:

- Is responsible for the management of the yard. both technically and organizationally;
- draws reports in writing to his superiors. discusses with them the possibilities of realization. asks for assistance if necessary;
- Checks the supply of the materials makes the appropriate comments in this regard and draw the necessary conclusions concerning the evolution of the work;
- Supervises compliance with all safety rules.

F. Skilled blue collar worker 1st category

Personal qualities:

- Minimum knowledge:
 - * Knows the profession thoroughly and completely by theoretical knowledge and practical experience;
 - * Knows all the materials and devices. their application and installation conditions;
 - * Knows the materials of the structures where the installations must be fitted onto;
 - * Is able to operate the measuring devices;



- * Is able to read a plan and adjust it if necessary in consultation with his superior;
- * Knows the regulations on safety and hygiene;
- * Knows all technical regulations relating to his activities;
- * Knows the regulations on personnel management;
- * Has knowledge of the administration of yard management.

- Competencies:

- * In addition to the qualities inherent to the previous class. the worker will also deal with delicate issues with good results. such as discussions on the adjustment of work that diverts from the offer. is also able to solve problems arising between workers.

Activities:

- Intellectually:

- * Ensures that no technical difficulty - of any kind - arises during the execution of the work by foreseeing it. finding and applying an appropriate solution. so as to avoid any delay in the work.

Responsibility:

- Is responsible for the direction of the yard. both technically and organizationally;
- Draws reports in writing to his superiors. discusses with them the possibilities of the realization thereof. asks for assistance if necessary;
- Checks the supply of the materials. makes the appropriate comments in this regard and draws the necessary conclusions concerning progression of work;
- Supervises the compliance with all safety regulations;
- Takes autonomously the necessary initiatives to pass all necessary information to the management on the one hand. and to carry out the tasks entrusted to him on the other hand.

Art. 4. In contravention to the provisions. as stipulated in Article 3 of this Agreement. the blue collar workers in the enterprises whose main activity consists in the trade of electrical equipment and who always and exclusively exercise one or several of the following tasks:

- a) cleaning the premises and the equipment;
- b) monitoring the safety of the buildings and installations (e.g. porters and watchmen);
- c) loading. unloading. handling. storing and packing materials and goods. in a general way all the functions for which no school training is required.

which are classified in the classification categories defined as follows:

- A. Assistant workman: the blue collar worker who is not required to have any particular knowledge or special physical aptitude and who performs the simplest work for which no apprenticeship is required;
- B. Trained workman 2nd category: the blue collar worker who performs skilled simple and recurrently tasks for which only one vocational training is required that is acquired after a short adjustment period;
- C. Experienced workman 1st category: specialized blue collar worker who performs his tasks with the necessary skills and who has the required qualities.

CHAPTER IV. *Validity*

Art.10.

*This CLA comes into effect on 1 October 2011 and is concluded for an indefinite period.
(Annex added from 25 January 2012)*

Annex to the collective agreement of January 25th. 2012. concluded within the Joint Subcommittee for the electricians: installation and distribution. relating to the modification of the collective agreement of 20 October 2011 concerning the job classification

Joint Declaration concerning the collective labour agreement on the job classification

"The employers 'and workers' organizations represented in the Joint Subcommittee for the electricians: installation and distribution declare herewith that the definition of the six professions



categories is intended to provide a general overview of the knowledge, skills and responsibilities required from the workers in order to belong to a particular category.

If at the occasion of an assessment a worker does not meet all the requirements of a particular category, this is not necessarily an obstacle however to belong to that category. "



2.2 Bonuses/Allocations

End of year bonus

CLA of 22 September 2020 (162 265)

(R.D. 20/04/2021 - Belgian Official Gazette 24/06/2021)

End of year bonus general regime

CHAPTER I. *Scope*

Article 1.

This collective labour agreement applies to employers and blue collar workers of the companies covered by the Joint Subcommittee for the electricians: installation and distribution, but with the exception of the companies affiliated to the Electricity and Electronics Federation (EEF). This organization submits its list of members to the National Social Security Office – no later than on March 1st of each year.

CHAPTER II. *General provisions*

Art. 3. All employers belonging to the sector of the Electricians, installation and distribution, with the exception of the employers belonging to the federation EEF, as stated in Article 1, shall pay an end of year bonus to their blue collar workers, according to the terms and conditions stated in this collective labour agreement.

For employers who are subject to the Belgian social security (National Social Security Office), the end of year bonus is paid through the Subsistence Fund. Foreign employers who are not subject to Belgian social security (National Social Security Office) shall pay the end of year bonus directly to their blue collar workers.

CHAPTER V *Amount of the end of year bonus*

Art. 9. The subsistence Fund pays the blue collar workers who meet the stipulations set forth in Chapter VI - Allocation Modalities, an end of year bonus of 8.33% of their gross earnings during the reference period in the sector

CHAPTER VI. *Allocation Modalities*

Art. 10. Seniority condition

The end of year bonus is granted to blue collar workers who have performed on June 30th of the year in question at least 65 working days or assimilated days in one or more companies in the sector.

Blue collar workers who are employed in a part-time work regime, shall have a seniority of 30 days or assimilated days in one or more companies in the sector.

The build-up of the above seniority condition can be spread over two consecutive reference years if the 65 working days or assimilated days are consecutively distributed over these two consecutive reference years in a single uninterrupted period.

Working days are all days marked by the DMFA with a code 1 to code 5.

The following assimilated days are eligible for calculating the length of the seniority condition:

- Accidents and regular illnesses (paid by the employer for the 2nd week guaranteed wages), represented by DMFA with code 10;
- Exercise a function in the labour courts or commissions and law colleges in view of the application of the social legislation obligations, represented by DMFA with code 10;
- Holidays and replacement days during periods of temporary unemployment, represented by DMFA with code 10;
- Incapacity for work with complement or advance in accordance with the collective labor agreement 12bis and 13bis, represented by DMFA under code 11;



- Compensatory days of rest within the framework of the working hours reduction. not paid at the time that these days are effectively taken, represented by DMFA with code 20;
- Days included in the first 12 months of interruption of work due to accident and illness, covered by code 50 in the DMFA;
- Maternity protection, covered by code 51 in the DMFA;
- Paternity or childbirth leave, adoption leave and foster parent leave, covered by code 52 of the DMFA;
- Days of work interruption following prophylactic leave, covered by code 53 of the DMFA;
- Industrial accidents (the period of guaranteed pay for which no social security contributions are levied). represented by DMFA with code 60;
- Occupational disease (the period of guaranteed pay for which no social security contributions are levied) represented by DMFA with code 61;
- Days of temporary unemployment - other than temporary unemployment for economic reasons, bad weather and force majeure corona (technical accident, force majeure, medical force majeure, annual holidays and strike/lock-out), covered by code 70 in the DMFA;;
- Days of temporary unemployment for economic reasons. represented by DMFA with code 71;
- Days of temporary unemployment due to bad weather. represented by DMFA with code 72
- Days of youth holidays and senior holidays, represented by DMFA under code 73
- Leave for foster care, covered by code 75 in the DMFA;
- Days of temporary unemployment due to force majeure - corona, included by code 77 in the DMFA.

art. 11. - Calculation of end of year bonus

The following assimilated days are eligible for the calculation of the end of year bonus:

- Accidents and regular illnesses (paid by the employer at the occasion of the 2nd week guaranteed pay). represented by DMFA with code 10;
- Exercise of a function in labor courts or commissions and law colleges in view of the application of social legislation obligations, represented by DMFA with code 10;
- Holidays and replacement days during periods of temporary unemployment. represented by DMFA with code 10;
- Incapacity for work with complement or advance in accordance with the collective labor agreement 12bis and 13bis, represented by DMFA under code 11;
- Compensatory rest days within the framework of the working hours reduction. not paid at the time these days are effectively taken. represented by DMFA with code 20;
- Days included in the first 12 months of interruption of work due to accident and illness, covered by code 50 in the DMFA;
- Maternity protection, covered by code 51 in the DMFA;
- Paternity or childbirth leave, adoption leave and foster parent leave, covered by code 52 of the DMFA;
- Days of work interruption following prophylactic leave, covered by code 53 of the DMFA;
- Industrial accidents (the period of guaranteed pay for which no social security contributions are levied). represented by DMFA with code 60;
- Occupational disease (the period of guaranteed pay for which no social security contributions are levied). represented by DMFA with code 61;
- Days of temporary unemployment - other than temporary unemployment for economic reasons, bad weather and force majeure corona (technical accident, force majeure, medical force majeure, annual holidays and strike/lock-out), covered by code 70 in the DMFA;
- Days of temporary unemployment for economic reasons. represented by DMFA with code 71;
- Days of temporary unemployment due to bad weather. represented by DMFA with code 72
- Days of youth holidays and senior holidays, represented by DMFA under code 73
- Leave for foster care, covered by code 75 in the DMFA;
- Days of temporary unemployment due to force majeure - corona, included by code 77 in the DMFA.

The maximum number thus assimilated days taken into account shall be determined at a third of the number of days worked during the reference period.

Under worked days are to be understood the days that are paid under the legislation and in



implementation of all applicable collective Labour agreements.

Art. 12. Are equally granted an end of the year bonus in proportion to the services performed during the reference period:

- The blue collar workers having performed less than one year during the reference period, but who were registered more than 65 working or assimilated days in the company personnel register ;
- The blue collar workers having performed one or more contracts of limited duration during the reference period, the overall length of which corresponds to at least 65 working or assimilated days. The periods of minimum 65 working or assimilates days are added together in order to justify the payment of an end of the year bonus;
- The blue collar workers who leave the company voluntarily;
- The blue collar workers who are made redundant, with the exception of the blue collar workers who are dismissed for urgent reasons;
- The blue collar workers whose contract is terminated for reasons of force majeure.
- The blue collar workers whose employment agreement is terminated by mutual agreement.

Art. 13. Are eligible for a full end of year bonus:

The blue collar workers made redundant because of early retirement;
The blue collar workers who retire.

Art. 14.

The rightful claimants of a blue collar worker deceased during the reference period are entitled to a basic end of year bonus of € 1.660.00.

Art. 15

For the purposes of the provisions of this collective labour agreement shall be understood under reference period the twelve months period from July 1st of the previous calendar year to June 30th.of the current calendar year.

CHAPTER VII. - *Payment of the end of year bonus*

Art. 16.

The Coordination cell calculates the end of year bonus individually

The starting point for the calculation of the end of the year bonus is the gross end of the year bonus. from which are then deducted the taxes that have to be withheld according to the National Social Security regulations in force.

Art. 17.

The Coordination cell draws up an end of the year file. specifying the calculation of end of year bonus. as defined in Article 16

Art. 18.

The Board of Directors of the Subsistence Fund determines the modalities of payment. which is done before December 31st following the end of the reference period according to the payroll data availability

CHAPTER IX. *Final provisions*

Art. 21. § 2. This CLA comes into effect on 1 April 2020 and is concluded for an indefinite period.

CLA of 11 September 2019 (154.074)

(R.D. 24/11/2019- Belg. Off. Gaz. 13/12/2019)

End of the year bonus–FEE- RTD

CHAPTER I. *Scope*

Article 1.

This collective labour agreement applies to the employers, the blue collar workers of the companies



covered by the Joint Subcommittee for the electricians: installation and distribution and who are affiliated to the Federation of Electricity and Electronics (FEE).

Art. 2.

For the purposes of this collective agreement, the term "blue collar workers" shall refer to the male and female blue collar workers.

CHAPTER II. Allocation Modalities

Art. 3

Without prejudice to more advantageous situations pre-existing in the companies, an end of year bonus is awarded to the blue collar workers referred to in Article 1 who are registered on November 30th of the reference year in the personnel register of the company.

Art. 4.

This end of year bonus is fixed at 8.33% of the annual gross salary.

Art. 5.

§ 1. The annual gross salary is increased by the normal daily wage corresponding to the days of absence assimilated to actual performed days, up to 150 days per year, and provided that the worker concerned has performed at least six months of work in the reference year.

§ 2. By assimilated days shall be understood the days of work interruption due to illnesses, accidents, maternity leave, Parental and adoption leave, temporary unemployment, military service or palliative leave

§ 3. The normal daily wages to be taken into account are obtained by dividing the wages paid during the reference period by the number of paid days in the course of the same period.

Art. 6.

The amount of the end of year bonus may, at a rate of € 2.48 per non-justified day of absence, be reduced by maximum € 24.79.

Art. 7.

§ 1. Retired blue collar workers, blue collar workers leaving on early retirement and the rightful claimants of deceased blue collar worker are entitled to the full bonus for the year under consideration. For blue collar workers who are leaving on an early retirement scheme there is a requirement of at least 5 years of seniority in the company.

§ 2. The wages to be taken into consideration are the wages for the last twelve months of the career of the blue collar worker.

§ 3. By rightful claimants are to be understood, the natural persons who have paid for the funeral costs of the deceased blue collar worker.

Art. 8.

The blue collar workers who are fired for urgent reasons, lose their rights to the bonus.

Art. 9.

The blue collar workers made redundant during the reference period for any other reason than urgent reasons are eligible for the bonus in proportion to the services performed during the aforementioned periods.

The blue collar workers whose contract is terminated for reasons of force majeure are entitled, at the moment they leave the company, to the bonus in proportion to the services performed during the year considered.

Blue collar workers with a fixed-term contract of at least three months are entitled to a year-end bonus in proportion to the services performed within the reference period.

From 1 July 2019 an end-of-year bonus in proportion to the services performed within the reference period will be awarded in the event of resignation by the worker who has at least 5 years of seniority in the company.

Art. 10.

The end of year bonus is paid with the disbursement closest to December 15th of each year



considered.

Art. 11.

For the purposes of the provisions of this collective labour agreement is to be understood by reference period. the twelve-months period preceding November 30th of the year considered.

CHAPTER III. Final provisions

Art. 14.

This CLA comes into effect on 1 July 2019 and is concluded for an indefinite period.

Shift work and night work bonus

CLA of 10 July 2001 (59 082)

(R.D.23/10/2002 – Belg. Off.Gaz..31/12/2002)

Shift work bonus

CHAPTER II. *Application Procedures*

Definition of shift work

Art. 2. Without prejudice to more favourable provisions at company level. shift work is performed when the shifts follow one another without interruption or when the shifts are not contiguous but merely cooperate for half of the normal working day.

Blue collar workers who are working a shift regime are free - after consultation of the management - to change shifts in mutual understanding and maintain their shift bonus.

Shift work bonus

Art. 3. Without prejudice to more favourable provisions at company level. the basic salary of the workmen who perform shift work (early and late shift) shall be increased by 10 per cent.

Night work bonus

Art. 4. Without prejudice to more favourable provisions at company level. the basic salary of the blue collar workers who perform night work (between 8 pm and 6 am) shall be increased by 20 per cent

CHAPTER III. *Duration of the agreement*

Art.5.

This CLA comes into effect on 1 April 2001 and is concluded for an indefinite period.

Annex 4 to the collective labour agreement of 13 May 2003. concluded within the Joint Subcommittee for the electricians: installation and distribution. concerning the National Agreement 2003-2004

Article 2 of the collective labour agreement " Shift bonus " of 10 July 2001 is clarified as follows: at least two shifts are required. that shall be composed almost identically and that shall succeed one another in the course of one day. at the same workplace.

The shifts shall succeed one another without interruption: they may however partially overlap. but in this case the overlap should not exceed half the normal duration of a working day



Overtime hours

CLA of 11 September 2019 (154.078)

(R.D. 07/01/2020 - B.O.G. 23/01/2020)

Overtime hours

CHAPTER II. Scope and application procedures of the agreement

Art. 2.

This CLA is concluded pursuant to Article 25bis, § 1 and 26bis, § 1bis, last paragraph of the Labour Act of 16 March 1971 (Belgian Official Gazette of 30 March 1971), as amended by Article 4 and 5 of the Act of 5 March 2017 on feasible and manageable work (Belgian Official Gazette of 15 March 2017) and in accordance with CLA no. 129 of 23 April 2019 on voluntary overtime hours (Belgian Official Gazette of 8 May 2019).

CHAPTER III. Application Procedures

Art. 3.

In accordance with Article 26bis § 1bis of the Labour Act of 16 March 1971, the first 60 voluntary overtime hours shall not be counted as part of the total hours worked referred to in Article 26bis § 1bis.

Art. 4.

At company level, the number of voluntary overtime hours may be increased from 120 hours to a maximum of 180 hours per calendar year under the conditions laid down in Articles 5 and 6 for a period up to 30 June 2021.

Art. 5.

§ 1. A company wishing to make use of the possibility of increasing the number of voluntary overtime hours is obliged to conclude a collective labour agreement to this effect.

This collective labour agreement will be signed with all the secretaries of the trade union organisations represented in the trade union delegation.

§ 2. If there is no trade union delegation in the company, the increase in the number of voluntary overtime hours may also be effected by means of a previously drawn up and filed deed of accession, which obtains the following data:

1° the name, address and identification number (CBE number) of the company, as well as the number of the joint (sub)committee(s) responsible for the blue-collar workers concerned;

2° the confirmation that there is no trade union delegation in the company;

3° the number of voluntary overtime hours that may be worked in the company - this number is a maximum of 180 hours per calendar year;

4° the date as of which the number of voluntary overtime hours is increased and the date on which the increase ends - both dates must fall within the term of this collective labour agreement.

Art. 6.

The CLA concluded or act of accession drawn up pursuant to Articles 4 and 5 shall be deposited at the Registry of the Directorate-General for Collective Labour Relations of the Federal Public Service Employment, Labour and Social Dialogue.

A copy thereof shall at the same time be forwarded to the Chairman of the Joint Subcommittee.

Art. 7.

The application of the provisions of this CLA is limited to the period from 1 July 2019 to 30 June 2021 inclusive.

Art. 8.

This CLA is without prejudice to the legal provisions and in particular to Article 25bis, § 2, of the Labour Act.

CHAPTER III. Validity

Art. 9.



This CLA has effect from 1 July 2019 and shall cease to have effect on 30 June 2021.

Bonus for unhealthy and dangerous work

CLA of 1 June 1993 (33 230)

(RD.23/06/1995 - Belg. Official. Gazette 09/08/1995)

Bonus for unhealthy and dangerous work

CHAPTER II. *Allocation Modalities*

1. *Unhealthy or dangerous work*

Art. 3. If, after having taken all statutory safety measures, certain activities of an exceptional nature remain that constitute a hazard which is inherent to the profession or not, the blue collar worker is entitled to a wage supplement of 10 per cent.

The workman will always have to be informed in advance of this situation and, shall, informed of the situation, be able to refuse the performance of these activities without suffering any prejudice.

2. *Working at an altitude*

Art. 4. The activities performed regularly at a height above a stable level or above an unstable level entitle in all cases to the payment of a bonus of 10 per cent.

By stable level is meant a level that offers all the guarantees of security (e.g. A protected scaffold, a protective cell, a working platform with parapet, a ladder, provided the feet of the blue collar worker do not exceed a height of 4 meters above the ground level).

3. *Equal bonus as the usual blue collar worker and electrician*

Art. 5. Notwithstanding the provisions of Articles 3 and 4, the electricians, who have to work in a location or premises where the blue collar workers enjoy habitually a remuneration in the form of a bonus included or not in their wages because of unhealthy working conditions, are entitled to the same compensation for the duration of their occupation in these premises.

Without prejudice to the provisions of Articles 3 and 4, the electricians, who have to work in locations or premises where the blue collar workers who are habitually occupied therein enjoy compensation for unhealthy working conditions, as a bonus or not incorporated in their wages, are entitled to the same compensation during the time of their occupation in these places

4. *General Provisions*

Art. 6. Without prejudice of more favourable arrangements at company level, and with the exception of the member companies of the "Professional Association of Radio and TV distribution (R.T.D), the percentage of supplementary pay as specified in Articles 3 and 4 is raised with effect from June 1st, 1993 to 15 per cent. The percentages of the Articles 3 and 4 are not combinable in this case.

Art. 7. This Agreement shall in no way have the effect that the General Regulations on Labour Protection are not applied, or that the vigilance of the employers, the blue collar workers and their representatives decreases (e.g. Article 54ter of the General Regulations on Labour Protection - separately occupied workers).

Art. 8. More favourable provisions on company level remain valid and cannot be combined with the advantages of this Agreement.

CHAPTER III. *Validity*

This CLA comes into effect on 1 January 1993 and is concluded for an indefinite period.



Increase on the real wage of foreman

CLA of 25 June 2014 (123 001)

(R.D. 19/03/2015 - Belg. Official. Gazette 09/04/2015)

Wage formation

CHAPTER II. *Wages*

Art. 6.

The wage of the blue collar worker who temporarily acts as foreman. conducting at least four people is increased for the duration of his office by 5 to 10%.

CHAPTER V. *Final provisions*

Art. 14.

This CLA comes into effect on 1 January 2014 and is concluded for an indefinite period.



3 Reimbursement of Travel, Board and Lodging expenses

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

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

Transport costs

CLA of 27th September 2017 (142 852)

(RD 20/04/2021– BOG 24/06/2021)

Transport costs

CHAPTER I. *Scope*

Art. 3. Unless otherwise described, the provisions of this agreement shall apply only if the actual round trip distances added together amount to at least 1 kilometre.

CHAPTER II. *Transport costs for manual workers travelling from their homes to the company's head office, place of employment or pick-up point*

Art. 4. Chapter II shall apply to manual workers employed either at the company's head office or on a construction site who travel from their home to the head office or construction site and to manual workers who travel from their home to the pick-up point designated by the employer.

Section 1. *Public transport*

Art. 5. Where the manual worker travels from their home to the company's head office, the place of employment or the pick-up point by public transport or uses several means of public transport, the employer shall reimburse them 80% of the total cost of the transport ticket.

Art. 6 The social partners recommend employers to use the third-party payer arrangement when the manual worker travels by public transport or uses several means of public transport. In this case, no compensation is payable to the manual worker.

Section 2. *Private means of transport*

Art. 7. When the worker travels from their home to the company's head office, the place of employment or the pick-up point by private transport, they are entitled to the employer's intervention in the monthly or weekly subscription, as set out in the table attached to Article 11 of collective labour agreement no. 19octies on the financial contribution from employers to the price of transport of workers, concluded in the National Labour Council on 20 February 2009.

Private transport is understood to mean all possible means of private transport, also on foot.

Art. 8. This allowance on the basis of the employer's intervention in the monthly or weekly subscription, as specified in Article 7 of this agreement, will always be paid in full for all days of the week or month, depending on the subscription that the employer uses as a basis. Conversion of the employer's contribution to a daily amount is not permitted.

Art. 9. With effect from 1 July 2017, a bicycle allowance of EUR 0.23 per kilometre travelled shall be granted to manual workers who travel part or all of the distance by bicycle.



The bicycle allowance provided for in this Article may in no case be inferior to the employer's contribution fixed in accordance with Article 7 above.

The employer will confirm each year, at the worker's request, the necessary data enabling the worker to demonstrate their use of the bicycle. This data concerns the distance taken into account to the place of work, the number of days worked, and the allowance paid.

Art. 10 The employer's intervention in the monthly or weekly subscription, as provided for in Article 7 of this agreement, must be indexed each year on 1 February in accordance with the annual indexation of SNCB's train fares, in accordance with the opinion of the Central Economic Council.

Consequently, the employer's interventions in the monthly or weekly subscription were fixed on 1 February 2017 in accordance with the table in the appendix.

CHAPTER III. *Transport costs for manual workers travelling from their home, the company's head office or the pick-up point to a construction site, not being the place of employment*

Art. 13 § 1 Manual workers who travel from their home, the company's head office or the pick-up point to the construction site are subject to the application of Chapter III, insofar as the construction site is not the place of employment of these workers.

§ 2. If the company's head office is not only used as a pick-up point, but services are also provided there, the working time shall be remunerated. For travel to the construction site, only the mobility allowance is applicable.

§ 3 The allowances mentioned in Articles 14, 15, 16 and 17 of this agreement are only valid for distances of 5 km and more. The number of kilometres compensated by the employer is not limited.

Art. 14. *Type 1: Public transport*

Manual workers who travel by public transport from their home to the construction site, which is not the place of employment, are entitled to an allowance from the employer equal to the full cost of the public transport used.

Art. 15. *Type 2: Personal means of transport*

Since 1 February 2017, manual workers who travel from their home to the construction site by personal means of transport, not being the place of employment, have been entitled to an allowance of EUR 0.2631 per kilometre travelled.

Art. 16. *Type 3: Employer's vehicle*

Manual workers who travel from their home to the construction site with an employer's vehicle or who are driven from the company's head office or pick-up point to the construction site, which is not the place of employment, are entitled since 1 February 2017 to an allowance of EUR 0.1140 per kilometre travelled.

Art. 17. *Allowance for the driver*

A driver is considered to be a worker who carries at least 1 passenger in a company vehicle. From 1 February 2017, the allowance for the driver is set at EUR 0.1281 per kilometre travelled. From 1 October 2017, the allowance will be increased to EUR 0.1316 per kilometre travelled. This increase shall include indexation as from 1 February 2018 pursuant to the provisions of Article 20 below.

The more favourable provisions at company level remain fully applicable.

Art. 18. *Combination of means of transport*

If the total distance is more than 5 km and the manual workers use a combination of several means of transport, they are entitled, for each part of the route covered by a given means of transport, to the intervention of the employer corresponding to that means of transport.

CHAPTER IV. *Payment terms*

Art. 19. Employers' interventions are liquidated at least once a month.



Art. 20. The amounts of type 1, fixed in Article 14 of this agreement, shall be adapted according to the fares determined by the SNCB and the other transport companies.

The amounts for types 2 and 3 and the allowance for the driver, laid down in Articles 15, 16 and 17 respectively of this agreement, shall be indexed each year on 1 February on the basis of the social index. The adjustment shall be calculated by comparing the social index for January of the year in question with the social index for January of the previous year.

The height of this adjustment shall take into account the fourth decimal place and shall be rounded up to one hundredth, half a hundredth being rounded up to the next hundredth.

Art. 21 All indexations, as provided for in Article 20 of this agreement, shall be calculated to six decimal places.

The result of these indexations is rounded off to the nearest hundredth of a eurocent.

Art. 22. The indexed amounts of type 3 and the allowance for the driver (as provided for respectively in Articles 16 and 17 of this agreement) may not, however, under any circumstances exceed the amount exempted from social security contributions, as set out in Article 19, § 2, 4° of the Royal Decree of 28 November 1969 in implementation of the Law of 27 June 1969 amending the Decree-Law of 28 December 1944 on social security for workers.

CHAPTER V. *Expenses and allowances for travel from the place of occupation*

Art. 23. Travel expenses and allowances for workers travelling from one place of work to another are subject to the application of Chapter V.

Art. 24. The employer shall pay all travel *expenses* to the manual workers referred to in Article 23.

Art. 25. Travel expenses shall be calculated according to the official rate of transport normally used.

Art. 26. The employer is not obliged to pay travel expenses if they provide their manual workers with a means of transport offering the required safety and comfort.

Art. 27. Travelling time is considered as working hours and must be remunerated as such, even if the journey is made with the employer's vehicle.

Art. 28. The calculation of the allowance shall be based on the actual hourly wage of the manual worker concerned, as referred to in Article 23.

Art. 29. An employer who sends a manual worker to a construction site must provide them with suitable food and accommodation, provided that this journey involves a daily absence from the home of the person concerned of more than twelve hours.

Art. 30. The employer may, within the framework of Article 29, grant the right to daily return home to the manual worker who has requested it.

CHAPTER VI. *General provisions*

Art. 31. The manual worker must work the weekly working time, normally applicable in the company, at the workplace designated by the employer.

Construction sites on communication routes, the location of which cannot be precisely described due to the mobility of the work itself, are for the calculation of travel costs and/or travel time determined by the territory of the municipality where the manual worker starts the daily work.

Art. 32. The travelling time provided for in Article 27 shall be included in the determination of the number of hours of benefits per week, as mentioned in Article 31, and shall form part of the weekly working time.

Art. 33. The provisions of this collective labour agreement are minimum benefits that do not prejudice the more favourable situations existing in the companies.



Art. 34. For the application of Articles 15, 16, 23 and 24, the calculation of the distance, if it is not proved by the manual workers by means of transport tickets, shall be determined in each company, by mutual agreement between the parties, to take account of geographical particularities.

The manual worker may not refuse to hand over to the employer any transport tickets or, failing that, a declaration signed by them which is necessary to determine the distance travelled.

This distance can be controlled contradictorily.

CHAPTER VII. *Validity*

Art. 35. This CLA comes into force on 1 July 2017 and is valid for an indefinite period.

Appendix pursuant to Chapter II, Section 2

Distance in km	Weekly employer intervention	Monthly employer intervention	Distance in km	Weekly Employer intervention	Monthly employer intervention
1	4.80	15.99	43-45	24.81	82.75
2	5.37	17.90	46-48	26.37	87.20
3	5.91	19.45	49-51	27.61	92.80
4	6.38	21.25	52-54	28.50	96.15
5	6.93	22.81	55-57	29.61	98.38
6	7.37	24.38	58-60	30.75	101.74
7	7.71	25.94	61-65	31.87	105.09
8	8.17	27.27	66-70	33.54	110.69
9	8.62	29.07	71-75	34.66	116.28
10	9.05	30.19	76-80	36.90	120.74
11	9.62	32.43	81-85	38.00	126.34
12	10.06	33.54	86-90	39.69	131.91
13	10.51	34.66	91-95	41.36	136.39
14	10.95	36.90	96-100	42.48	141.99
15	11.41	38.00	101-105	44.15	147.57
16	11.97	39.69	106-110	45.85	153.16
17	12.42	41.36	111-115	47.51	157.63
18	12.87	42.48	116-120	49.20	163.23
19	13.41	44.71	121-125	50.33	167.71
20	13.87	45.85	126-130	51.99	173.30
21	14.31	47.51	131-135	53.67	178.89
22	14.76	49.20	136-140	54.78	184.48
23	15.32	50.86	141-145	57.03	188.95
24	15.77	51.99	146-150	59.26	195.65
25	16.11	54.22	151-155	59.26	199.01
26	16.79	55.34	156-160	61.50	203.48
27	17.10	57.03	161-165	62.61	209.07
28	17.43	59.26	166-170	63.73	213.54
29	18.10	60.37	171-175	65.97	219.12
30	18.45	61.50	176-180	67.08	224.72
31-33	19.24	64.84	181-185	69.31	228.09
34-36	20.80	69.31	186-190	70.43	233.66
37-39	22.02	73.78	191-195	71.55	239.26
40-42	23.49	78.27	196-200	73.78	243.73



4 Working hours

Working hours:

Weekly working hours: 38 h.

CLA of 23 September 1987(19.375) (RD 29/06/1988 -BOG 16/07/1988)

This CLA comes into effect on 1 December 1989 and is concluded 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:

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>

Additional holidays:

Starting from the calendar year in which the blue collar worker reaches the age of 58, he is entitled to one day of career leave.

This right is recurring, which means that the blue collar worker preserves this career leave day during the years following the year in which he attained the necessary seniority therefore.

The calculation of the compensation for this additional day of leave shall be done according to the legal provisions on public holidays.

CLA of 27 September 2017 (142 860) (RD 13/06/2018 – BOG 08/07/2018)

This CLA comes into effect on 1 January 2017 and is concluded for an indefinite period