



## 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)

From 13 February 2023: wage increase %: 0.4

*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 2 December 2021 (170.307) (RD14/09/2022 –BOG 3/2/2023)*

*This CLA comes into effect on 1 December 2021 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	15.76	16.71	18.12	19.70	20.80	22.06
1	15.92	16.88	18.30	19.90	21.01	22.28
2	16.00	16.96	18.39	20.00	21.11	22.39
3	16.08	17.04	18.48	20.09	21.22	22.50
4	16.15	17.13	18.57	20.19	21.32	22.61
5	16.23	17.21	18.66	20.29	21.42	22.72
6	16.31	17.29	18.75	20.39	21.53	22.83
7	16.39	17.38	18.84	20.49	21.63	22.94
8	16.47	17.46	18.94	20.59	21.74	23.05



seniority	Category					
	A	B	C	D	E	F
9	16.55	17.55	19.03	20.69	21.84	23.16
10	16.63	17.63	19.12	20.78	21.94	23.27
11	16.71	17.71	19.21	20.88	22.05	23.38
12	16.78	17.80	19.30	20.98	22.15	23.49
13	16.86	17.88	19.39	21.08	22.26	23.60
14	16.94	17.96	19.48	21.18	22.36	23.71
15	17.02	18.05	19.57	21.28	22.46	23.82
16	17.10	18.13	19.66	21.37	22.57	23.94
17	17.18	18.21	19.75	21.47	22.67	24.05
18	17.26	18.30	19.84	21.57	22.78	24.16
19	17.34	18.38	19.93	21.67	22.88	24.27
20	17.41	18.46	20.02	21.77	22.98	24.38
21	17.49	18.55	20.11	21.87	23.09	24.49
22	17.57	18.63	20.20	21.97	23.19	24.60
23	17.65	18.72	20.29	22.06	23.30	24.71
24	17.73	18.80	20.39	22.16	23.40	24.82
25	17.81	18.88	20.48	22.26	23.50	24.93
26	17.89	18.97	20.57	22.36	23.61	25.04

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 27<sup>th</sup>. 1969 revising the Decree-Law of December 28<sup>th</sup>. 1944 on the social security for blue collar workers (implementing decree of the social security Act of November 28<sup>th</sup>. 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 2<sup>nd</sup> 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 1<sup>st</sup> 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 3<sup>rd</sup> 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 2<sup>nd</sup> 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 1<sup>st</sup> 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 2<sup>nd</sup> 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 1<sup>st</sup> 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 25<sup>th</sup>, 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 7 June 2022 (174 461)** (applicable from 27/05/2023)  
(RD 19/03/2023 - Belgian Official Gazette 17/05/2023)

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

##### CHAPTER I. *Scope.*

Art. 2. For the purposes of this collective labour agreement, "workers" shall refer to: male and female workers, with the exception of student workers and apprentices.

##### CHAPTER II. *General provisions*

Art. 3. §1 All employers belonging to the Electricians sector (installation and distribution) shall pay an end-of-year bonus to their workers according to the terms and conditions enshrined in this collective labour agreement.

§3. For employers subject to Belgian social security (National Social Security Office), the end-of-year bonus is paid by the welfare fund. Foreign employers who are not subject to Belgian social security (National Social Security Office) pay this end-of-year bonus directly to their manual workers.

##### CHAPTER V *Amount of the end of year bonus*

Art. 9. The Welfare Fund pays the manual workers in accordance with the arrangements defined in Chapter VI - Terms of granting - an end-of-year bonus of 8.33% of their gross wage during the reference period in the sector.

"Gross salary" shall refer to all earnings on which social security contributions must be collected and which are listed in the DMFA under earnings codes 1 to 6 inclusive.

##### CHAPTER VI. *Allocation Modalities*

art. 10. - Calculation of end of year bonus

§1. For the calculation of the end-of-year bonus, the periods of suspension of the employment contract detailed below are treated as actual service:

- Accidents and regular illnesses (paid by the employer at the occasion of the 2<sup>nd</sup> 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;
- military service, covered by code 26 in the DMFA
- 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, force majeure - floods and force majeure - war in Ukraine, covered by code 77 in the DMFA.
- palliative leave

§ 2. The maximum number of assimilated days taken into consideration is fixed at 130 working days per reference period, if the worker can prove at least 130 days worked during this reference period.

The maximum number of assimilated days taken into consideration is set at one third of the number of days worked during the reference period, if the worker can prove that he has worked less than 130 days during that reference period.

§ 3. From July 1st, 2023, the maximum number of assimilated days taken into consideration is fixed at 130 working days per reference period, if the worker can prove at least 120 days worked during this reference period.

From July 1st, 2023, the maximum number of assimilated days taken into consideration is fixed at one third of the number of days worked during the reference period, if the worker can prove that he has worked less than 120 days during that reference period.

§ 4. "Days worked" as referred to in Article 10, §2 and §3, means: days paid in accordance with the legislation and in execution of all applicable collective labour agreements, more specifically days covered by a code from 1 to 5, code 14 and code 20 in the DMFA.

§5. The salary to be taken into account for the days assimilated is the average daily salary during the reference period.

This average daily salary is obtained by dividing the total collective salary bill of the 4 quarters of the reference period (covered in the DMFA under the earnings code 1 to 6 inclusive) by the number of days paid collectively (covered in the DMFA under the service code 1, 3, 4, 5 and 20) of the reference period.

§6. In the context of palliative leave, as provided for in Article 10, § 1, 19<sup>th</sup> of this collective labour agreement, assimilations shall be ensured by the granting of a lump-sum premium, based on the following formula:

- average daily salary, as defined in Article 10 §5, during the reference period x 20 x 0.0833, in the case of a complete break due to palliative leave;
- average daily salary, as defined in Article 10 §5, during the reference period x 20 x 0.0833/2, in the case of a half-time break due to palliative leave;
- average daily salary, as defined in Article 10 §5, during the reference period x 20 x 0.0833/5, in the case of a 1/5 break due to palliative leave;

The worker submits an application form to the Welfare Fund for the Electricians' sector, provided by Volta vzw/asbl.

There is a limitation period of 5 years.

Art. 11. Are equally granted an end of the year bonus in proportion to the services performed during the reference period:

- the manual workers who have, during the reference period, one or more fixed-term employment contracts; or a contract for clearly defined work or a replacement contract



- 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. 12. 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.

The beneficiaries of a manual worker who died during the reference period

A full end-of-year bonus is defined as : a basic end-of-year bonus, based on an average daily salary during the reference period, multiplied by 260, multiplied by 0.0833.

Art. 13

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

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

Art. 14. End-of-year bonuses are calculated 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.15. An end-of-year sheet shall be drawn up, showing the calculation of the end-of-year bonus as described in Article 14.

Art. 16.

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

CHAPTER IX. *Final provisions*

Art.19 § 2. This CLA comes into effect on 1 July 2021 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 2 December 2021 (172 216)**  
(R.D. 16/10/2022 - B.O.G 15/03/2023)  
**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.

### CHAPTER IV. *Validity*

Art. 9. This CLA has effect from 1 December 2021 and shall cease to have effect on 31 December 2022, with the exception of articles 1 and 3, which shall cease to have effect on 30 June 2023.



## **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 1<sup>st</sup>, 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.

## **Conversion of the mobility leave day into an equivalent benefit**

### **CLA of 30 March 2021 (174155)**

*(RD 15/06/2023 – BOG 23/10/2023)*

#### **Transport costs**

##### Art. 20. Mobility leave

§ 1. From 1 January 2022, one day of mobility leave will be granted to the workers who travel at least 40 000 km per year.

This additional day of paid leave is granted in the calendar year following the calendar year in which the number of km was reached.

§ 2. Companies may convert this mobility leave day into an equivalent recurring benefit from 1 January 2022, which shall only be granted for calendar years in which the number of kilometres as defined in § 1 has been exceeded.

The conversion must take into account the actual gross hourly wages (including end-of-year bonuses, team bonuses, extra pay, etc.) and the related social security charges (employer's social security contributions and other social security contributions).

The procedure for converting into an equivalent recurring benefit is carried out in companies with a trade union delegation by means of a collective labour agreement at company level.

The procedure for converting into an equivalent recurring benefit is carried out by means of a written agreement between the employer and the worker in companies without a trade union delegation.

##### CHAPTER VII. *Validity*

Art. 37. This CLA comes into force on 1 January 2022 and is valid 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 30 March 2021 (174155)**

*(RD 15/06/2023 – BOG 23/10/2023)*

#### **Transport costs**

##### CHAPTER I. *Scope*

Art. 3. The provisions of this agreement shall apply to actual round trip distances.

##### 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, the employer's contribution amounts to 80% of the total cost of the transport ticket and 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. 19/9 on the financial contribution from employers to the price of transport of workers, concluded in the National Labour Council on 23 April 2019.

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 2019, a bicycle allowance of EUR 0.24 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.

The employer's contributions in the monthly or weekly pass are listed in the annex.

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 For the allowances mentioned in articles 16, 17 and 18 of this agreement, the arrangements concerning the tax treatment of the mobility allowance, mentioned in circular 2020/C/56 of the FPS Finance of 20.04.2020, apply to manual workers whose workplace is located at least 5 km from their place of residence.

§4 There is no ceiling on the number of kilometres reimbursed by the employer.

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 2021, 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 0.2780 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 2021 to an allowance of EUR 0.1395 per kilometre travelled.

On 1 February 2022, this allowance amounts to EUR 0.1467 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 2021, the allowance for the driver is set at EUR 0.1579 per kilometre travelled. The more favourable provisions at company level remain fully applicable.

Art.18. *Allowance for the driver without carrying passengers*

Since 1 February 2021, the worker who drives a company vehicle without carrying passengers receives an allowance of EUR 0.1464 per kilometre travelled.

Since 1 February 2022, the worker who drives a company vehicle without carrying passengers receives an allowance of EUR 0.1539 per kilometre travelled.  
The more favourable provisions at company level remain fully applicable.

*Art. 19. Combination of means of transport*

If 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 employer's contribution corresponding to it.

*CHAPTER IV. Payment terms*

Art. 21. Employers' interventions are liquidated at least once a month.

Art. 22. 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, 17 and 18 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. 23 All indexations, as provided for in Article 22 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. 24. The indexed amounts of type 3 and the allowance for the driver (as provided for respectively in Articles 16, 17 and 18 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. 25. Travel expenses and allowances for workers travelling from one place of work to another are subject to the application of Chapter V.

Art. 26. The employer shall pay all travel *expenses* to the manual workers referred to in Article 25.

Art. 27. Travel expenses shall be calculated according to the official rate of transport normally used.

Art. 28. 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. 29. 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. 30. The calculation of the allowance shall be based on the actual hourly wage of the manual worker concerned, as referred to in Article 25.

Art. 31. 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. 32. The employer may, within the framework of Article 31, grant the right to daily return home to the manual worker who has requested it.



#### CHAPTER VI. *General provisions*

Art. 33 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. 34. The travelling time provided for in Article 29 shall be included in the determination of the number of hours of benefits per week, as mentioned in Article 33, and shall form part of the weekly working time.

Art. 35. The provisions of this collective labour agreement are minimum benefits that do not prejudice the more favourable situations existing in the companies.

Art. 36. For the application of Articles 15, 16, 20,25 and 26, 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. 37. This CLA comes into force on 1 January 2022 and is valid for an indefinite period.

#### Appendix pursuant to Chapter II, Section 2

De werkgeversbijdragen in het maandabonnement of weekabonnement worden op 1 februari 2021 als volgt vastgelegd

Distance in km	Weekly employer intervention	Monthly employer intervention	Distance in km	Weekly Employer Intervention	Monthly employer intervention
1	5,48	18,26	43-45	28,34	94,50
2	6,13	20,45	46-48	30,12	99,56
3	6,75	22,21	49-51	31,52	105,97
4	7,29	24,26	52-54	32,54	109,79
5	7,91	26,05	55-57	33,83	112,34
6	8,41	27,83	58-60	35,11	116,18
7	8,80	29,63	61-65	36,40	120,01
8	9,33	31,14	66-70	38,31	126,41
9	9,84	33,19	71-75	39,58	132,79
10	10,34	34,48	76-80	42,14	137,88
11	10,99	37,03	81-85	43,40	144,28
12	11,48	38,31	86-90	45,33	150,63
13	12,01	39,58	91-95	47,22	155,75
14	12,50	42,14	96-100	48,51	162,15
15	13,03	43,40	101-105	50,41	168,50
16	13,66	45,33	106-110	52,35	174,90
17	14,18	47,22	111-115	54,24	180,00
18	14,70	48,51	116-120	56,19	186,38
19	15,31	51,06	121-125	57,47	191,52
20	15,84	52,35	126-130	59,37	197,92
21	16,34	54,24	131-135	61,29	204,28
22	16,86	56,19	136-140	62,55	210,66
23	17,49	58,09	141-145	65,13	215,77
24	18,00	59,37	146-150	67,67	223,41



25	18,39	61,91	151-155	67,67	227,27
26	19,17	63,20	156-160	70,22	232,36
27	19,53	65,13	161-165	71,51	238,75
28	19,89	67,67	166-170	72,77	243,84
29	20,68	68,94	171-175	75,33	250,23
30	21,07	70,22	176-180	76,61	256,62
31-33	21,97	74,04	181-185	79,15	260,47
34-36	23,75	79,15	186-190	80,42	266,83
37-39	25,15	84,26	191-195	81,71	273,23
40-42	26,81	89,39	196-200	84,26	278,33

De werkgeversbijdragen in het maandabonnement of weekabonnement worden op 1 februari 2022 als volgt vastgelegd :

Distance in km	Weekly employer intervention	Monthly employer intervention	Distance in km	Weekly Employer Intervention	Monthly employer intervention
1	5.60	18.65	43-45	28.95	96.52
2	6.26	20.89	46-48	30.76	101.69
3	6.89	22.69	49-51	32.19	108.24
4	7.45	24.78	52-54	33.24	112.14
5	8.08	26.61	55-57	34.55	114.74
6	8.59	28.43	58-60	35.86	118.67
7	8.99	30.26	61-65	37.18	122.58
8	9.53	31.81	66-70	39.13	129.12
9	10.05	33.90	71-75	40.43	135.63
10	10.56	35.22	76-80	43.04	140.83
11	11.23	37.82	81-85	44.33	147.37
12	11.73	39.13	86-90	46.30	153.85
13	12.27	40.43	91-95	48.23	159.08
14	12.77	43.04	96-100	49.55	165.62
15	13.31	44.33	101-105	51.49	172.11
16	13.95	46.30	106-110	53.47	178.64
17	14.48	48.23	111-115	55.40	183.85
18	15.01	49.55	116-120	57.39	190.37
19	15.64	52.15	121-125	58.70	195.62
20	16.18	53.47	126-130	60.64	202.16
21	16.69	55.40	131-135	62.60	208.65
22	17.22	57.39	136-140	63.89	215.17
23	17.86	59.33	141-145	66.52	220.39
24	18.39	60.64	146-150	69.12	228.19
25	18.78	63.23	151-155	69.12	232.13
26	19.58	64.55	156-160	71.72	237.33
27	19.95	66.52	161-165	73.04	243.86
28	20.32	69.12	166-170	74.33	249.06
29	21.12	70.42	171-175	76.94	255.58
30	21.52	71.72	176-180	78.25	262.11
31-33	22.44	75.62	181-185	80.84	266.04
34-36	24.26	80.84	186-190	82.14	272.54
37-39	25.69	86.06	191-195	83.46	279.08
40-42	27.38	91.30	196-200	86.06	284.29



## 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:

Art. 10 § 1. From January 1st, 2022, the number of kilometres for the granting of a mobility leave day is reduced to 40,000 km per year. This additional day of paid leave is granted in the calendar year following the calendar year in which the number of km was reached.

§ 2. Companies may convert this mobility leave day into an equivalent recurring benefit from January 1<sup>st</sup>, 2022.

*CLA of 2 December 2021 (171 523) (RD 16/10/2022 -BOG 15/03/2023)*

*This CLA is concluded for a definite period, covering the period from 1 January 2021 to 31 December 2022 inclusive, with the exception of Article 10, which comes into force on 1 January 2022 and is concluded for an indefinite period,*