# Joint Committee for the metal, mechanical and electrical construction (JC 111)

This information sheet lists the wages and other terms of employment as concluded by collective labour agreement (CLA) in the joint committee and must therefore be paid at least as remuneration to workers employed in Belgium according to the position performed, as the terms and conditions of employment apply to them.

These wages and other provisions also apply to posted workers, when this CLA has been declared binding by Royal Decree. The provisions of such a CLA come into force 10 days after publication of the Royal Decree in the Belgian Official Gazette, with retroactive effect (up to a maximum of one year before publication in the Belgian Official Gazette).
You can check whether the CLA has been declared binding and when (date of publication) by consulting the CLA in the Belgian Official Gazette or by checking the relevant information on the website of the FPS Employment Labour and Social Dialogue in the section CLA search ( ("CAO zoeken" in Dutch or Recherche CCT in French )

This sheet is regularly updated. Posted workers and their employers are advised to consult the sheets regularly during the period of posting. The date of the last update is indicated in the top right-hand corner.

The information given concerns complex matters. The FPS Employment, Labour and Social Dialogue cannot be held responsible for any imperfections. Corrections, adaptations and suggestions are always welcome at the following address: rct@emploi.belgique.be

The sub-sectors are not official Joint Subcommittees (JSC). The following wage data are, however, included in the sectorial CLAs of the official Joint Bargaining Committee (JC 111).

More general information about posting can be found on our website section Posting

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# 1 Scope of application

This file applies to companies governed by the Joint Committee for metal, mechanical and electrical construction for work performed in Belgium.

Creation and modifications

| | |
|---|---|
| **(0) Royal Decree of 05/07/1978** | **Belgian Official Gazette of 28/07/1978** |
| **(1) Royal Decree of 10/05/1982** | **Belgian Official Gazette of 29/05/1982** |
| **(2) Royal Decree of 12/12/1991** | **Belgian Official Gazette of 20/12/1991** |
| **(3) Royal Decree of 19/09/1995** | **Belgian Official Gazette of 17/10/1995** |
| **(4) Royal Decree of 10/01/2003** | **Belgian Official Gazette of 22/01/2003** |
| **(5) Royal Decree of 07/05/2007** | **Belgian Official Gazette of 31/05/2007** |
| **(6) Royal Decree of 10/02/2008** | **Belgian Official Gazette of 18/02/2008** |
| **(7) Royal Decree of 21/07/2014** | **Belgian Official Gazette of 05/08/2014** |

Article 1, § 1, point 1. The Joint Committee is responsible for workers who mainly perform manual tasks and their employers, in companies primarily engaged in one of the following activities: manufacturing, processing, machining and joining components in ferrous and non-ferrous metals, precious metals, synthetic thermoplastic and thermosetting or composite materials and in any other substitute material, when deploying those materials requires specific skills or knowledge of metal, mechanical and electrical constructions, as well as the design offices relating to them and the companies whose main business is to store and/or distribute raw materials, goods or products on behalf of companies falling within the competence of the Joint Committee for metal, mechanical and electrical constructions or on behalf of companies located abroad and which belong to sectors manufacturing metal products, machines, devices or tools, electric or electronic devices or instruments or transport vehicles when these logistical activities are an integral part of a production activity.

Contrary to the previous paragraph, companies falling within the competence of the Joint Committee for ports, companies whose main activity is to trade metal and companies falling within the competence of the Joint Committee for the chemical industry and whose main activity is to distribute chemicals do not fall within the competence of the Joint Committee for metal, mechanic and electric constructions.

Companies which mainly perform one of the following activities, excluding those which fall within the competence of the Joint Committee for the construction sector:

- leasing of services and/or equipment needed to perform any lifting work;
- performance of any lifting work.

The following business lines, for instance, are considered to meet this definition:

- iron and metal casting foundries;
- wire drawing factories, stretching, cold rolling, profiling, calendering and related techniques;
- forging, stamping, heavy pressing, thermoforming and related industries, among which sections, chains and tubes, apart from seamless steel tubes;
- sheet processing and manufacture of various products, such as light and heavy packaging, sheet metal products intended for industrial or non-industrial use, home appliances, building fixtures, metal working, metal furniture, metal beds, bed bases and mattresses;

- manufacture and installation of metal fittings, apart from companies which install more than half of their annual production with their own staff, and provided that installing these fittings on site represents more than 35 % of the hours worked by all the company staff members;
- manufacture, assembling and control of bridges, frames and lifts;
- boilermaking and boilers;
- building of vessels and ships and repair of seafaring and inland ships;
- railway and tramway locomotives;
- cars, bicycles, aeronautics and related industries, among which the industrial manufacture of bodies (coachwork), caravans, trailers and semi-trailers as well as buggies; industrial manufacturing involves using industrial techniques such as mass or series production, apart from short or special runs and as opposed to craft techniques;
- driving, pneumatic and hydraulic machines, compressors, pumps, ventilators, machine tools, textile machines, machines and tools for processing thermoplastic and thermosetting synthetic or composite materials, various types of machinery and all related accessories, tools;
- various mechanical constructions such as those relating to gears, plumbing, general mechanics and cutting;
- lifting, handling, weighing devices;
- machines, devices and equipment for various industries, precision mechanics;
- agriculture, horticulture and rearing equipment;
- repair, maintenance and control of machines, devices, equipment and vehicles produced by companies engaged in metal, mechanical and electrical constructions, excluding companies which fall within the competence of the Joint Committee for the garage sector or the Joint Committee for commercial aviation;
- adjustment work;
- petrol and diesel engine overhaul;
- cutlery;
- manufacture of chandeliers;
- manufacture of any lighting and signaling equipment, including the installation when the company manufactures all or part of the equipment it installs;
- industrial electrical equipment and small installation equipment, home appliances, manufacture without installation of filament, fluorescent, neon, mercury vapor, infrared tubes and lamps or other lamps;
- electrical installations, including neonists, when the company manufactures all or part of the equipment it installs on an industrial scale;
- batteries, accumulators;
- telecommunications, electronics for industrial or general use;
- radio and television sets and spare parts;
- measuring and laboratory instruments and similar equipment;

- optical devices;
- specific medical devices, excluding those falling within the competence of the Joint committee for the chemical industry;
- zip fasteners;
- metal toys;
- manufacture of musical instruments;
- galvanization, nickel-plating, chromium-plating, polishing, enameling, painting of machines, pieces or components; coloring, painting and stove-lacquering of metals, covering through dipping, winding, plasticizing and other derived techniques;
- processing and/or shaping of plastics and related materials for the manufacture of products intended for metal, mechanical and electrical constructions according to specific techniques used in the metal processing sector;
- manufacture of reinforced plastic material;
- manufacture of pieces for ventilation or air conditioning facilities;

water treatment facilities, including purification facilities (electromechanical part);

- refuse treatment facilities (electromechanical part).
- watch-making and jewellery industries;
- guns and ammunition;
- design offices relating to the above-mentioned business lines

# 2 Remuneration

## 2.1 Wages scale (gross) - Adults

### 2.1.1 INDUSTRIAL METALWORK - Subsector SMALL-SCALE METALWORK

**CLA of 12 January 2026 (197236 ) (The universal applicability of the CLA is requested)**

This CLA comes into effect on 1 January 2026 for an indefinite period.

Latest indexation: 01/07/2026

#### 2.1.1.1 NATIONAL

| | Hourly scheme (on a weekly basis) | Minimum Wage |
|---|---|---|
| **Guaranteed minimum wage for blue collar workers with a normal output (all production bonuses included)** | 38h. | 17,1244 |

#### 2.1.1.2 BRABANT

| The province of the operating office determines which wages have to be applicated. | Hourly scheme (on a weekly basis) | Minimum Wage (hourly) |
|---|---|---|
| **Number of hours per week** | 38h. | 17,1244 |

#### 2.1.1.3 WEST- FLANDERS

| The province of the operating office determines which wages have to be applicated | Hourly scheme (on a weekly basis | Minimum Wage (hourly) |
|---|---|---|
| **Number of hours per week** | 38h. | |
| **Class 1** | | 17,1244 |
| **Class 2** | | 17,1244 |
| **Class 3** | | 17,2190 |
| **Class 4** | | 17,5050 |
| **Class 5** | | 17,7916 |
| **Class 6** | | 18,2212 |
| **Class 7** | | 18,6494 |
| **Class 8** | | 19,2214 |
| **Class 9** | | 19,6490 |
| **Class 10** | | 20,1507 |
| **Class 11** | | 20,6510 |

#### 2.1.1.4 EAST- FLANDERS (not applicable to Volvo Cars & Volvo Group Belgium (Volvo Europa Truck)

| The province of the operating office determines which wages have to be applicated | Hourly scheme (on a weekly basis) | Minimum Wage (hourly) |
|---|---|---|
| **Minimum wage** | 38h. | |
| **Class 1** | | 17,1244 |
| **Class 2** | | 17,1244 |
| **Class 3** | | 17,2948 |
| **Class 4** | | 17,5822 |
| **Class 5** | | 17,8699 |
| **Class 6** | | 18,3003 |
| **Class 7** | | 18,7315 |
| **Class 8** | | 19,3068 |
| **Class 9** | | 19,7364 |
| **Class 10** | | 20,2401 |
| **Class 11** | | 20,7418 |

#### 2.1.1.5 ANTWERP

| The province of the operating office determines which wages have to be applicated | Hourly scheme (on a weekly basis) | Minimum Wage (hourly) |
|---|---|---|
| **Guaranteed minimum wage** | 38h. | 17,1244 |

#### 2.1.1.6 LIMBURG

| The province of the operating office determines which wages have to be applicated | Hourly scheme (on a weekly basis) | |
|---|---|---|
| **Guaranteed minimum wage** | 38h. | 17,1244 |

#### 2.1.1.7 LIEGE - LUXEMBOURG

| The province of the operating office determines which wages have to be applicated | Hourly scheme (on a weekly basis | Minimum Wage (hourly) |
|---|---|---|
| **Guaranteed minimum wage (all production bonuses included)** | 38u. | |
| **At recruitment:** | | 17,1244 |
| **From 6 month onwards for the same employer:** | | 17,1244 |

#### 2.1.1.8 NAMUR

| The province of the operating office determines which wages have to be applicated | Hourly scheme (on a weekly basis) | Minimum Wage (hourly) |
|---|---|---|
| **Guaranteed minimum wage** | 38h. | 17,1244 |

#### 2.1.1.9 HAINAUT

| The province of the operating office determines which wages have to be applicated | Hourly scheme (on a weekly basis | |
|---|---|---|
| **Guaranteed minimum wage** | 38h. | |
| **At recruitment:** | | 17,1244 |
| **From 6 month onwards for the same employer:** | | 17,1244 |

For the determination of the 6 month-period of employment with the same employer, any job as a temporary worker or with a fixed-term contract that started after 31.12.2011 shall be taken into account provided that there has been no interruption of the employment period with the same user or the same employer for more than 4 months.

**CLA of 20 September 2011 (110525) (R.D. 08/05/2013 – B.O.G. 25/09/2013)**

This CLA comes into effect on 1 January 2012 for an indefinite period.

If the recurrent budget is not filled in a company-specific manner, all the manual workers' actual and scale gross hourly wages will be increased by 0.4 pct. on January 1st, 2022.

Shift and production bonuses not expressed as a percentage will also be increased by 0.4 pct. on January 1st, 2022, unless there are other conventional provisions at company level.

**CLA of 27 October 2021 (169138) (R.D.11/10/2022- B.O.G. 03/03/2023)**

This CLA comes into effect on 27 October 2021 for an indefinite period

### 2.1.2 INDUSTRIAL METALWORK - Subsector FITTERS OF BRIDGES AND METAL CROSSBEAMS

Under "companies assembling bridges and metal skeletons " are to be understood the firms specialized in assembling, disassembling, dismantling on outdoor sites metal skeletons and parts of bridges, tanks, gas tanks, heavy boiler work, components of heavy machinery, petroleum installations and handling heavy pieces and the construction of metal shelving.

These companies usually work on behalf of the companies that have manufactured the materials mentioned in the preceding paragraph or that have bought this material and use it.

This wage is also applicable to the employers and the blue collar workers of the enterprises, except those governed by the joint committee of the construction enterprises, whose main activity consists of:

- renting of services and / or equipment to perform all kinds of hoisting activities;
- performing all kinds of hoisting activities.

**CLA of 11 July 2011 (105522) (R.D. 05/12/2012- B.O.G. 28/02/2013**

This CLA comes into effect on 1 January 2012 for an indefinite period.

**CLA of 7 July 2025 (194472) (The universal applicability of the CLA is requested)**

This CLA comes into effect on 1 July 2025 for an indefinite period.

| Class | Basis | Effectif |
|---|---|---|
| Blue collar worker - Minimum | 16.6601 | 19.6623 |
| Blue collar worker - Maximum | 17.3180 | 20.4193 |
| Elite unskilled blue collar worker - Minimum | 17.0335 | 20.0785 |
| Elite unskilled blue collar worker - Maximum | 17.7060 | 20.9093 |
| Specialised blue collar worker - Minimum | 17.5101 | 20.6526 |
| Specialised blue collar worker - Maximum | 18.5655 | 21.9132 |
| Elite specialised blue collar worker - Minimum | 17.9347 | 21.1572 |
| Elite specialised blue collar worker - Maximum | 19.0694 | 22.5254 |
| Specialist working with a torch. electric arc or pneumatic hammer - Minimum | 18.3368 | 21.6382 |
| Specialist working with a torch. electric arc or pneumatic hammer - Maximum | 19.5461 | 23.1091 |

| Class | Basis | Effectif |
|---|---|---|
| Qualified blue collar worker - Minimum | 18.9524 | 22.3804 |
| Qualified blue collar worker - Maximum | 19.8914 | 23.4918 |
| Elite qualified blue collar worker - Minimum | 19.2658 | 22.7680 |
| Elite qualified blue collar worker - Maximum | 20.3957 | 24.1173 |
| Qualified to work with a torch. electric arc or pneumatic hammer - Minimum | 19.7423 | 23.3143 |
| Qualified to work with a torch. electric arc or pneumatic hammer - Maximum | 20.9933 | 24.8267 |
| Brigadier - Minimum | 19.9011 | 23.5291 |
| Brigadier - Maximum | 21.1335 | 25.0234 |
| Foreman - Minimum | 21.0399 | 24.9158 |
| Foreman - Maximum | 22.3571 | 26.4548 |

Fixed-term employment contracts and temporary employment contracts that are converted into open-ended employment contracts take over all the seniority acquired in the company concerned as of 01.06.2007.

These open-ended employment contracts shall not provide for a probationary period provided that the total, not necessarily uninterrupted, duration of the fixed-term and temporary employment contracts was at least 14 days.

Only fixed-term employment contracts and temporary employment contracts which started after 1 January 2006 and which followed one another with no interruption of more than four months shall be taken into consideration.

**CLA of 19 December 2011 (109292) (R.D. 13/03/2013 – B.O.G. 04/06/2013)**

This CLA comes into effect on 1 January 2011 for an indefinite period.

If the recurrent budget is not filled in a company-specific manner, all the manual workers' actual and scale gross hourly wages will be increased by 0.4 pct. on January 1st, 2022.

Shift and production bonuses not expressed as a percentage will also be increased by 0.4 pct. on January 1st, 2022, unless there are other conventional provisions at company level.

**CLA of 6 December 2021 (171253) (R.D. 15/12/2022- B.O.G. 20/03/2023)**

This CLA comes into effect on 6 December 2021 for an indefinite period)

## 2.1.3 Job Classification

### 2.1.3.1 INDUSTRIAL METALWORK - Subsector SMALL-SCALE METALWORK

WEST AND EAST- FLANDERS

**CLA of 15 December 2008 (90440) (R.D. 18/11/2009 – B.O.G. 11/02/2010**

**CLA of 16 February 2009 (91030) (R.D. 19/05/2010 – B.O.G. 04/08/2010)**

Minimum wage scale. East Flanders

Art. 2. Duration.

This CLA comes into effect on 1 January 2009. This CLA is concluded for an indefinite period.

Art. 4. Technical staffing and internal rules of procedure

1. The minimum wage scale is linked to the MSC classification method

The following class definition is merely indicative and cannot be used to classify real work performed in an enterprise. This remains the domain of classification experts who classify a function based on all the elements provided in the MSC classification method.

**Class 1** - immediate employability of the job holder without any academic training;

- fixed repetitive tasks under constant supervision - 100 pc. follow-up; assumes no responsibility for error;
- no negative aspect present regarding the working environment;
- the tasks do not require any use of hand tools.

**Class 2** - employability of the function holder without any academic training. provided an exposure time of less than one working day;

- fixed repetitive tasks under constant supervision - 100 pc. follow-up; assumes no responsibility for error;
- no negative aspect present with respect to the working environment;
- tasks require the use of current hand tools.

**Class 3** - employability of the job holder possible after a short internal training (less than one working day) and an exposure time of less than one week;

- fixed tasks assigned under supervision;
- possible errors are immediately detected and for the solution can always be relied on support;
- max 1 influencing factor may occur in the working conditions;
- tasks may require the use of pre-set machines.

**Class 4** - employability of the job holder requires a basic knowledge with an exposure time of less than one week;

- varying tasks within one activity area and supervised;
- possible errors are immediately detectable and solved by reworking one's own work;
- tasks may require the use of pre-set machines;
- max. 1 influence factor in working conditions.

**Class 5** - employability of the job holder requires a vocational training with an exposure time of over one week to one month;

- alternate tasks within one activity and supervised;

- possible errors are immediately detected and solved by reworking one's own work;
- disruptions in the workflow may be adjusted by one's own efforts;
- tasks may require the use of pre-set machines;
- the work can only be affected by atmospheric conditions.

**Class 6** - employability of the job holder requires a lower secondary technical training;

- alternate tasks in equivalent activities and supervised;
- errors are detected through sampling and solved by reworking one's own work on the already processed products;
- tasks may require the use of pre-set machines with clear instructions for possible adjustment of the machine parameters;
- judicious use of personal protective equipment may be required.

**Class 7** - employability of the job holder requires a lower secondary technical training;

- alternate tasks in similar activities without assistance;
- errors can be detected through sampling and by reworking one's own work on already processed products;
- tasks may require the use of pre-set machine with instructions for any adjustment of the machine parameters;
- judicious use of personal protective equipment is important in the execution of the tasks.

**Class 8** - employability of the job holder requires a higher secondary technical training;

- alternate tasks without supervision. require a switch between multiple techniques and technologies;
- tasks require autonomous setting of the machine on the basis of clear instructions;
- errors are only detectable and solved through sampling by reworking. provided use of additional resources (people and / or means of production).
- judicious use of personal protective equipment is important in the execution of the tasks.

**Class 9** - employability of the job holder requires a higher secondary technical training;

- alternate tasks without supervision. require a switch between multiple techniques and technologies;
- tasks require autonomous setting and adjustment of the means of production based on instructions and proceeding schemes;
- errors are only detectable in the further course the production process and can be solved by reworking. provided the use of additional resources (people and / or means of production).
- judicious use of personal protective equipment is important in the execution of the tasks.

**Class 10** - employability of the job holder requires a higher secondary technical training;

- unpredictable tasks without supervision. require a switch between multiple techniques and technologies;

- tasks require autonomous setting and readjustment of the resources based on verbal instructions. sketches and / or proceeding schemes;
- errors are detectable in the further course of the production and can only be solved by reworking. provided the use of additional resources (people and / or means of production). Under "companies assembling bridges and metal skeletons ". are to be understood the firms specialized in assembling. disassembling. dismantling on outdoor sites metal skeletons and parts of bridges. tanks. gas tanks. heavy boiler work. components of heavy machinery. petroleum installations and handling heavy pieces and the construction of metal shelving.

These companies usually work on behalf of the companies that have manufactured the materials mentioned in the preceding paragraph or that have bought this material and use it.

These CLA is also applicable to the employers and the blue collar workers of the enterprises. except those governed by the joint committee of the construction enterprises, whose main activity consists of:

- renting of services and / or equipment to perform all kinds of hoisting activities;
- performing all kinds of hoisting activities;
- judicious use of personal protective equipment is important in the execution of the tasks.

**Class 11** - employability of the job holder requires a higher secondary technical training;

- unpredictable tasks related to non-related activities;
- tasks require autonomous setting and readjustment of the resources based on verbal instructions. sketches and / or proceeding schemes;
- errors are detected only on the basis of the obtained result and lead to disruption of the proceeding processes;
- judicious use of personal protective equipment is important in the execution of the tasks.

#### 2.1.3.2 INDUSTRIAL METALWORK - Subsector FITTERS OF BRIDGES AND METAL CROSSBEAMS

Under "companies assembling bridges and metal skeletons ", are to be understood the firms specialized in assembling, disassembling, dismantling on outdoor sites metal skeletons and parts of bridges, tanks, gas tanks, heavy boiler work, components of heavy machinery, petroleum installations and handling heavy pieces and the construction of metal shelving.

These companies usually work on behalf of the companies that have manufactured the materials mentioned in the preceding paragraph or that have bought this material and use it.

**CLA of 26 May 2008 (88669) (R.D. 13/05/2016 – B.O.G. 21/06/2016 )**

Duration, Cancellation and Replacement

Art. 5. Duration

This collective labour agreement is signed for a fixed period. It comes into force on January 1st, 2008 and ceases to be in force on January 1st, 2010, provided that article 6 of this collective labour agreement is applied.

Art. 6. Replacement

This collective labour agreement will be replaced on January 1st, 2010 at the latest by a collective labour agreement relating to an analytical joint job classification.

Art. 7. Renewal by tacit agreement

§1. If, as of December 31st, 2009, the signatory parties are not ready with the development of an analytical joint job classification, this collective labour agreement will be tacitly renewed for 1 year.

§ 2. This renewal by tacit agreement for 1 year each time will be applied as long as the provisions of article 6 are not met.

Annex I to the Collective Labour Agreement of 26 May 2008 concerning the job classification

II. Job classification mounters

**CLASS I**. Workman in training

Elementary school without any professional experience.

Specifically:

- Assistant workman

**CLASS II**. Elite-assistant workman

Knowledge of the craft acquired through training in practice.

Specifically:

- Assistant mounter
- Truck Driver (driver's license C)

**CLASS III**. Experienced workman

Basic School Education or equivalent training. Understands simple plans. Knows most materials and devices of the trade and controls their use. Can work both in a team and autonomously. Assists a more specialized worker in his activities.

Performs the assigned work at the required speed correctly. Finds solutions to simple problems he encounters. Proposes improved methods. Works according to the imposed safety and quality standards;

Specifically:

- Experienced assistant mounter
- Basic crane operator
- Truck Driver (driver's license CE)

**CLASS IV**. Elite Experienced workman

Level A3 or equivalent training through practical experience. Knows and masters the conventional materials and appliances and their use. Understands a slightly complicated plan. Works both in a team and autonomously. Works under the supervision of a person of a superior category but can work separately on a smaller job. Performs the work according to the specifications and at the required speed. When he encounters difficulties. he seeks assistance from a person of a superior category.

Specifically:

- Crane operator level 1
- Mounter level 2

**CLASS V**. Specialist workman

Elementary Education at least A3 or equivalent education through experience. Has insight in reading plans. Knows his craft thoroughly by theoretical knowledge and practical experience. Knows the conventional materials, appliances and other devices used in his profession Has solid notions on work organization and work simplification Works according to the compulsory safety and quality standards. Uses his tools judiciously and skillfully. Works both in a team and autonomously. Helps a more specialized worker in the pursuit of his activities. Performs the assigned work autonomously and in a productive manner. Must be able to take the initiative in case of normal difficulties. calls in the assistance of a superior category or from the management in case of greater difficulties. Takes the initiative to avoid difficulties in the future. Works according to the imposed safety requirements. Works according to the quality standards and procedures.

Technically responsible.

Specifically:

- Welder
- Crane operator level 2
- Pipefitter
- Mechanic

**CLASS VI**. Skilled workman

Elementary education at least A3 or equivalent training by experience. Has solid notions of work organization and simplification. Possesses a thorough knowledge of his craft. both in theory and in practice. Knows and masters the conventional materials and appliances with their application. Masters how to read and interpret simple specifications. Performs the work according to the technical data. imposed efficiency and safety prescriptions. Is technically responsible. Foresees the possible difficulties and finds a timely solution or calls in the help from a person of a superior category. Takes the initiative in solving simple problems. Controls the supply of spare parts. Informs his superiors on difficulties encountered. Is competent to carry out the work without supervision or instruction. Is capable of leading a team of 2 or 3 men and give them appropriate instructions. Can discuss with third parties on technical issues and schedules. must as such command the necessary respect. After consultation with a superior (1st mounter. foreman or chief mounter). he is competent to carry out the specifications and to explain them to others. Can draw up a brief report.

Specifically:

- Welder – mounter
- Electrician
- Mechanic
- Fitter-mechanic
- Crane operator Level 3

**CLASS VII**. Elite-skilled workman

Elementary education level A3 or equivalent training by thorough practical experience. Has solid notions on work organization and work simplification.

Knows and masters the conventional materials and appliances and their use. Masters and understands all plans. Masters reading and interpretation of simple and complex specifications. Works both in a team and autonomously. Is able to perform the work without assistance. supervision or instructions. Is capable of leading a team of 2 or 3 men. Can converse with others about technical issues and plans. Must as such be able to command the necessary respect. After consulting with a superior (foreman or chief mounter) he is competent to carry out the specifications and to explain them to others. Can draw up a brief report. Performs the work in compliance with safety specifications. technical data. tolerances and is technically responsible towards the management. Makes proposals for improving the process.

Specifically:

- Mounter 1st cat
- Adjuster
- 1st fitter-mechanic
- Mechanic engines
- Crane operator level 4
- Electrician and TIG welder
- Pipefitter ‘fabriceur’
- Engine Fitter

**CLASS VIII**. Specialist skilled workman

Level A3 / A2 or equivalent training with practical experience. Does the job thoroughly and completely through theoretical knowledge and practical experience. Has solid notions on work organization and work simplification. Can converse with third parties on technical issues. Should be able to foresee the potential difficulties and timely find a solution so that these do not result in loss of time. Can draw up a brief report. Is technically responsible towards the management for carrying out the work. Performs assigned work independently and in a productive manner. Can co-ordinate the work of a small group (3 or 4 men) according to the rules of safety. quality and productivity.

Specifically:

- Welder 1st category
- Electric welder specialist
- Pipefitter- ‘fabriceur’ specialist
- First mounter scaffolds

**CLASS IX**. Brigadier

Level A3 / A2 or equivalent training with company experience. Has solid notions on work organization and work simplification. Does the job thoroughly and completely through theoretical knowledge and practical experience. Masters the understanding of plans and specifications and can produce a measurement report. Masters the craft of assistant mounter. Basic knowledge of at least one foreign language is desirable. Can converse with third parties about difficulties and planning and can command respect. Is able to perform the work without assistance. supervision or instruction. Must

possess certain skills in leading and motivating people. Must possess certain skills in organizing his work. Foresees the possible difficulties and finds a timely solution so that these do not result in loss of time. Takes the necessary steps to achieve the required result with minimum effort. Takes the initiative in case of difficulties and calls for help from a superior category or of the management if necessary. Is capable of reaching the implantation tolerance required by the job with a normal output.

Specifically:

- Topographer adjuster
- Brigadier
- Crane operator level 5

**CLASS X**. Foreman

Level A2 / A3 or equivalent training with practical experience. Has solid notions on work organization and work simplification. Speaks at least one foreign language.

Possesses sufficient skills for setting up a construction site and conducting it: planning and subdividing the work. monitoring the proper implementation. drawing up of reports and summary records. Does the job thoroughly and completely through theoretical knowledge and practical experience: experienced in one craft and qualified in the others. Masters reading of plans and draws up measurement report.

## 2.2 Bonuses/Allocations

### 2.2.1 INDUSTRIAL METALWORK - Subsector SMALL-SCALE METALWORK

#### 2.2.1.1 End of year bonuses

(the amounts are calculated pro rata if the blue collar worker has not been working during the whole reference year.)

A. General

**CLA of 6 July 2015 (128635) (R.D. 01/04/2016 – B.O.G. 06/06/2016)**

This collective agreement applies to the employers and blue collar workers of the companies covered by the Joint Bargaining Committee of the metal. mechanical and electrical construction. except for the companies assembling bridges and trusses.

Art. 2. Pro rata in case of termination

Without prejudice to more favourable provisions. a blue collar worker is entitled to a pro rata end of year bonus in the event of:

- Cancellation by the blue collar worker from 1 July 2015;
- Termination of employment contract due to permanent medical disability as a result of illness or accident as provided for in Article 34 of the Act of July 3. 1978 on the employment contracts.

Art. 3. Co-ordination of the provincial CLA in the field of end-of-year bonuses

The thus adapted and coordinated provincial and regional CLA governing the end-of-year bonus will be approved at the meeting of the Joint Bargaining Committee of the metal. mechanical and electrical construction sector on August 24. 2015.

Art.4. Duration

This collective labour agreement comes into effect on 1 July 2015 and is concluded for an indefinite period.

B. National (only for subsector Small-scale metalwork)

**CLA of 13 May 1971 (634) (R.D. 05/07/1971 – B.O.G. 23/11/1971)**

Article 1. This CLA applies to the employers and the blue collar workers of **the craft metal manufacturing companies**. governed by the National Joint Committee for the metal. machinery and electrical construction. with the exception of **the industrial metal manufacturing companies**.

Art.13 bis. Without prejudice of better provisions at company level. an end of year bonus shall be awarded to the blue collar workers employed in the companies referred to in Article 1.

This end of year bonus. expressed as a percentage of the annual gross wage corresponding to the effectively earned wage and the bonuses for additional performances. is set from the year 1976 onwards at 6.24%.

To this annual gross wage however are added the normal wages corresponding to all days of absence due to an industrial accident and an occupational disease.

A. 2/3 of the amount shall be paid at the wage payment just preceding to December 31, 1976;

B. 1/3 of the amount shall be paid at the wage payment just preceding to June 30, 1977.

The amount of the end of year bonus shall be payable to the blue collar workers who are registered in the personnel registry of the company for at least three months on 30 November of the reference year.

In case of dismissal. other than for compelling reasons and in the case of retirement of the blue collar worker. the percentage is applied. according to the same rules as above. to the wages earned during the reference year. in these latter cases. the payment of the bonus shall occur at the time of departure of the blue collar worker.

In case of death of the blue collar worker. the bonus shall be paid to the beneficiaries of the deceased blue collar worker and calculated according to the same rules as above

For the purposes of these provisions under reference year should be understood. the period between 1 December of the previous year and 30 November of the year in which the first payment is made.

Entry into force – Validity

Art. 21. This collective labour agreement comes into effect on 1 January 1971 and is concluded for an indefinite period.

C. Regional (subsector Industrial metalwork and subsector Small-scale metalwork)

West Flanders

**CLA of 16 October 2017 (145690) (R.D. 07/10/2018 – B.O.G. 30/10/2018)**
**amended by CLA of 19 December 2023 (186125) (R.D. 30/06/2024 – B.O.G. 09/08/2024)**

Granting, calculation and payment terms

Art. 3. The reference period for the calculation of the end of year-bonus runs respectively from 1 December of the year preceding the year to which the bonus relates till 30 November of the year to which the bonus relates.

Art. 4. In application of the following terms and conditions. the blue collar workers are entitled to an end of year bonus. the number of hours of which is calculated according to the formula below:

- Weekly working hours x 52 weeks / 12 months

The working week is defined as the actual weekly working hours performed by the beneficiaries specified in Article 4. § 2 unless unpaid reduction in working days is granted in the company. In this case, the working hours correspond to the average weekly working time on an annual basis.

For blue collar workers employed in flexible working hours. the working week corresponds to the average weekly working hours performed in one work cycle.

Blue collar workers of whom the working hours are altered during the reference period. e.g. from full-time to part-time work. receive an end of year bonus. depending on the work schedules performed.

§ 1. The number of hours end of year bonus above is multiplied by the individual hourly basic wage (production premium included) on 1 July of the year to which the bonus is related

§ 2. Beneficiaries

A. Full-time employment (five-day week)

To be entitled to the payment of an end of year bonus the blue collar worker has to perform 60 actually worked days during the reference period. except for the cases provided for in Article 6 A.

B. Full-time employment other than in the five-day week schedule

To be entitled to the payment of an end of year bonus. the blue collar worker- except for the cases provided for in Article 6 – has to effectively perform a number of working days equal to the result of the following operation:

- (60 x number of working days / week ) /5

Example: a blue collar worker working full-time in a weekend shift on Saturday and Sunday. He/she must prove a number of working days based on the following formula:

- (60 x 2)/5 = 24 working days

C. Part-time employment (fixed or variable schedule)

To be entitled to the payment of an end of year bonus the blue collar worker must perform during the reference year a number of hours. equal to a pro rata number of working hours to be performed by a full-time blue collar worker during 60 working days and this proportionally to his part-time employment.

Example: a blue collar worker works 20 hours a week. A full-time blue collar worker works 38 hours a week. A full-time blue collar worker works 456 hours in 60 days. The part-time blue collar worker must prove a number of hours based on the following formula:

- (20 x 456)/38 = 240 h

D. Calculation of the effective working days

For the calculation of the effective working days under Article 4. § 2. a. b. and c. of this Agreement, the reduction of working days and days of absence under recovery of overtime hours are assimilated to effective working days.

Conditions to be entitled to an end of year bonus: being employed respectively by 30 November of the year to which the premium relates, except for the cases provided for in Article 6. The bonus is paid by the 31st of January of the year following the year to which the bonus relates.

For the blue collar workers leaving employment in the course of the year and who are entitled to a pro rata end of year bonus in accordance with the provisions of Article 6 of this Agreement, the end of year bonus which they are entitled to for that year, shall be paid by the last day of the month following the month of employment.

The end of year bonus is reduced per non-assimilated day according to the following formula:

For a full-time blue collar worker employed in the five-day week schedule: the end of year bonus is reduced by 1/261st of the gross amount of the bonus per non-assimilated day.

For a full-time blue collar worker employed in a schedule other than a five-day week: the gross amount of the end of year bonus is reduced by a fraction calculated as follows per non-assimilated day:

- 5 / (261 x number of working days / weeks)

For a part-time employment: per non-assimilated day, the gross amount of the end of year bonus is reduced by a fraction calculated as follows:

- 1 x average number of working hours/weeks of a full-time blue collar worker

  261 x average number of working hours / week part-time blue collar worker

Art. 5. Assimilation. Subject to 60 days of effective performance during the reference period. the following non-actually worked days or periods are assimilated to actually worked days:

A. The paid legal holidays
B. The legally stipulated days leave of absence, including paternity leave.
C. The days of industrial accident.
D. The days of legal holiday.
E. Illness and accident of common law: assimilation of the first two periods of absence during the reference period for which guaranteed weekly and / or monthly wages were paid, with a maximum of six months.
F. The Union training days.
G. The days of legitimate absence for compelling reasons.
H. The days of pregnancy rest.
I. The compensatory rest days due to working hours reduction and due to recovery of overtime hours.
J. The days of educational leave.
K. The days of seniority leave
L. The days of prophylactic and breastfeeding leave with a maximum of two months for each such leave provided that the inclusion of these days is done with the approval of the company doctor.

In other words, these days are only assimilated provided 60 days effective performance during the reference period are proved.

Art. 6. A. Without the requirement of 60 days of actual employment, the end of year-bonus is granted on a pro rata basis, to the deceased, the legally pensioned, the blue collar workers in a scheme of unemployment with company allowance and the blue collar workers affected by the closure or bankruptcy of their company.

B. Subject to 60 days effective performance calculated in accordance with the provisions of Article 4. § 2 during the reference period, the end of year bonus is paid on a pro rata basis at a rate of 1/12th of the anticipated number of hours to:

A. The dismissed blue collar workers (unless for compelling reasons), even if a counter notice is given by the blue collar worker, or if after the termination by the employer, the employment contract is terminated by common agreement. In these cases, the end of year bonus is calculated to the last worked day;

B. The blue collar workers whose employment contract is terminated due to permanent medical disability as a result of illness or accident as provided for in Article 34 of the Act of 3 July 978 on the employment contracts.

C. The blue collar workers having commenced employment in the course of the year;

D. The blue collar workers with a fixed-term contract (including trainees) or a contract for a specific work;

E. The blue collar workers entering into full time credit;

F. The blue collar workers resuming work part-time at the request of the health insurance, are for the period they resume work part-time, considered as part-time blue collar workers.

G. The blue collar workers who have terminated their employment contract themselves.

H. Insofar as this is not provided for in the list under article 6B, the blue-collar workers whose employment contract ends during the reference period, regardless of how the contract is terminated, except in the event of dismissal for serious reasons on the part of the blue-collar worker

For the calculation of the pro rata end of year bonus. the following rules shall be observed:

- In service before the 16th of the month. the full month counts for the calculation.
- In service as from the 16th of the month onward. the month is not included in the calculation.
- Out of service before the 16th of the month. the month is not included in the calculation.
- Out of service as from the 16th of the month. the month will count in full for the calculation.

Art. 7. The granting, calculation and payment terms (with the exception of the number of hours) of the existing company CLA s and pre-existing customs, continue to apply, even if they are less favourable than the granting and payment terms provided for in this collective labour agreement.

The company agreements and customs on the amount of working hours that are more favourable than the provisions of this CLA shall continue to apply.

Without prejudice to the provisions of this Article the blue collar workers referred to in Article 6B. a to f. are guaranteed the right to a pro rata end of year bonus if.:

- The company agreement or customs –provide that the blue collar worker in question shall be in the service of the company on a specified date to be entitled to end of year bonus;

Or

- The granting of the end of year bonus to the blue collar worker concerned is not based on the consistent and uniform application of the company agreement or custom.

Art. 8. Enterprises in serious economic and / or financial difficulties may negotiate derogations to these CLA clauses. provided they follow the set conciliation procedure.

Duration

Art.9. This collective labour agreement comes into effect on 1 July 2017. This collective labour agreement is concluded for an indefinite period

Conversion of the end-of-year bonus into other benefits

Art. 10. Entry into force

This chapter enters into force on 1 September 2023.

Art. 11. Conditions

§ 1. The end-of-year bonus described in this collective labour agreement may be converted into days off or may be used for a bicycle lease if the following cumulative conditions are met:

A. The conversion may not exceed half of the end-of-year bonus;
B. The conversion is only possible if it has been confirmed in a collective labour agreement at company level;
C. The conversion must always be carried out on a voluntary basis (individual agreement in addition to of collective labour agreement at company level);
D. The conversion must be based on cost neutrality (the conversion of a part of the end-of-year bonus may not entail any cost savings);
E. Workers must receive information in advance about the implications of converting the end-of-year bonus.

§ 2. Because of the cost neutrality of the conversion, all employer costs for the end-of-year bonus must be taken into account when determining the budget that may be used for a bicycle lease and/or for days off.

This includes at least:

- The quarterly employer contributions to the NSSO;
- The yearly employer contribution for holiday pay ;
- The employer contributions to the subsistence protection fund;
- - The employer contributions to the supplementary sectoral pension (for member-employers);
- The possible employer contributions to a supplementary sectoral pension plan at company level.

When determining the budget that may be used for a bicycle lease and/or for days off, the real employer costs of the bicycle lease or of the allocation of days off may also be taken into account. These employer costs must be communicated in a detailed and transparent manner.

§ 3. The CLA at company level referred to in article 11, § 1, b) contains at least:

- a detailed description of the calculation method for the cost of the bicycle lease and/or of days off;

- - the exact calculation method for the budget for the bicycle lease and/or for the conversion into days off;
- which workers can opt for this system.

This provision does not apply if a collective labour agreement at company level as mentioned in article 11, § 1 was concluded before 19 December 2023.

§ 4. The terms and conditions, as well as the implications of the bicycle lease and/or of the conversion into days off that are offered in application of in this chapter, are to be discussed with the competent union delegation. In the absence of a union delegation, they are to be discussed with the workers, who may be assisted by a union secretary.

This covers all relevant aspects of the employer's offer, and at least the possible duration of the bicycle leasing period and the arrangements in case of early termination. The terms and conditions must be applied in a non-discriminatory manner to all workers who take up the offer. All workers must be fully and clearly informed about this.

§ 5. An individual agreement stating the main terms and conditions will be concluded between the worker who wishes to take up the bicycle leasing offer described in application of this chapter and the employer. This agreement may not conflict with the collective labour agreement referred to in article 11, § 1, b).

This includes at least:

- The amount that is substracted from the end-of-year bonus;
- The date of entry into force and the duration of the bicycle leasing period;
- The practical arrangements at the end of the bicycle leasing period ;
- The arrangements in case of early termination of the bicycle lease ;
- The worker's commitment to using the bicycle to commute to and from work.

-Art. 13. Moment of choice

§ 1. The worker chooses individually and on a voluntary basis whether or not to take up the option offered to convert part of the end-of-year bonus into an alternative benefit. The times at which workers can make this choice are determined at company level in accordance with the provisions in article 11.

§ 2. The possibility of conversion into an alternative benefit can be applied for the first time on the end-of-year bonus of 2023. With regard to subsequent end-of-year bonuses, this option may be provided at the latest at the end of the relevant reference period.".

## East Flanders

**CLA of 16 October 2017 (142 846), (Royal Decree 11/07/2018 - Belgian Official Gazette 04/08/2018) amended by CLA of 19 December 2023 (186 124) (Royal Decree 12/08/2024- Belgian Official Gazette 04/09/2024)**

End of year bonus East Flanders

Article 1. This CLA does not apply to Philips N.V., Bekaert N.V., Volvo Cars Gent N.V. and Volvo Europa Truck N.V.

Implementation procedures for the end of year bonus

Art. 2. § 1. Beneficiaries

A. full-time employment (five-day week schedule)

To be entitled to the payment of an end of year bonus. the blue collar worker must have actually worked 60 days during the reference period. except for the cases provided for in Article 2 § 6 c and d.

B. Full-time employment other than the five-day week schedule

To be entitled to the payment of an end of year bonus. the blue collar worker. except for the cases provided for in Article 2 § 6 c a and d. must have performed effectively. during the reference period. a number of working days. equal to the result of the following operation:

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

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

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

C. Part-time employment (fixed or variable working time schedule

To be entitled to the payment of a end of year bonus. the blue collar worker has to perform a number of working hours during the reference period. equal to a pro rata number of working hours performed by a full-time worker during 60 days and proportional to his part-time employment.

Example: a blue collar worker performs 20 hours per week. A full-time blue collar worker works 38 hours per week. A full-time blue collar worker works 456 hours in 60 days. The part-time blue collar worker must prove a number of working hours based on the following formula:

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

D. Effective work performance over two reference periods

The blue collar worker whose employment contract with the same employer commenced and terminated in the period of September 1st of the previous reference period and ran till 28th February of the current reference period. and who consecutively. during this period. performed a sufficient number of effective working days over these two reference periods to be considered as beneficiary under the provisions of Article 2 § 1 of the current Collective Labour Agreement. is also entitled to a pro rata end of year bonus calculated according to the provisions of this Collective Labour Agreement. For the purposes of this Article. the termination of employment contract must be due to:

  - - Termination at the initiative of the employer (except for cause);
  - - End of fixed-term employment contract;
  - - End of specific work employment contract.

E. Calculation of the effective working days

For the calculation of the effective working days under Article 2 § 1 a. b. c and d of the current agreement. the days of working hours reduction which are awarded on the basis of a CLA concluded at the level of the joint committee or at company-level and the days of absence under recovery of overtime. are assimilated to effective working days.

§ 2. Principle.

In application of the following terms and conditions. the blue collar workers are entitled to an end of year bonus. the number of hours of which is calculated according to the formula below

- $\frac{\text{Weekly working hours x 52 weeks}}{\text{12 months}}$

The working week is defined as the actual weekly working hours performed by the beneficiaries defined in Article 2 § 1. unless an unpaid reduction in working days is awarded in the company. In which case. the working time shall be understood as the average weekly working hours on an annual basis.

For blue collar workers employed with flexible working hours. the working week is the average weekly working hours performed in one work cycle.

Blue collar workers who change of working schedule during the reference year. for example from full-time to part-time work, receive an end of year bonus in relation to the work performed during the reference period

§ 3. Basis of calculation

The number of hours allocated in the previous paragraph shall be reimbursed to the individual basic hourly wage of the blue collar workers. increased by any individual or collective production premiums.

§ 4. Date as from which the wages are taken into account – reference period

A. Date as from which the wages are taken into account

1. A blue collar worker enrolled in the personnel registry at the date of payment of the bonus: wages on 30 November of the reference year.

2. Upon termination of the employment contract at the initiative of the employer or the blue collar worker: the wages of the 1st of the month in which the person leaves service.

B. The reference period

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

§ 5. Payment of the bonus

Payment date of the bonus:

A. In case of a full year performance or in case of a suspension of employment contract in the course of the year: the bonus will be paid no later than the last working day before 25 December of the year to which the bonus relates.

B. Upon termination of employment contract initiated by the employer or the blue collar worker: with the last pay slip of the blue collar worker.

§ 6. Pro rata payments

A. Without prejudice to the effective performance provided in § 1. are considered for the calculation of the number of months pro rata:

- - at the commencement of employment from the 1st of the month until the 15th of the month as a full month of performance;
- - at the resignation from the 16th of the month until the end of the month as a full month of performance.

B. At dismissal by the employer. except for compelling reasons. in the course of the reference year: 1/12th of the anticipated number of hours per performed month.

C. Pensioned and blue collar workers in a scheme of unemployment with company allowance, receive at the time of their departure1/12th of the anticipated number of hours per preformed month.

D. In case of decease of a blue collar worker, the employer pays 1/12th of the anticipated number of hours per performed month.

E. Blue collar workers who resign: 1/12th of the anticipated number of hours per performed month

F. Blue collar workers with a fixed-duration or a specific work contract: 1/12th of the anticipated number of hours per performed month.

G. Blue collar workers whose employment contract is terminated due to a permanent medical disability as a result of an illness or an accident as provided for in Article 34 of the Act of July 3, 1978 on the employment contracts: /12of the anticipated number of hours per performed month.

H. Blue collar workers who are dismissed by the employer for economic or technical reasons and who resign during their notice period. receive 1/12th of the anticipated number of hours per performed month. End of the employment contract = end notice period.

I. Blue collar workers suspending their employment contract at the occasion of a full-time career beak receive1/12th of the anticipated number of hours per performed month.

J. Insofar as this is not provided for in the list under Article 2 §6, the blue-collar workers whose employment contract ends during the reference period, regardless of how the contract is terminated, except in the event of dismissal for serious reasons on the part of the blue-collar worker: 1/12th of the number of hours scheduled per month worked.

§ 7. Assimilations

Following periods of absence are. without prejudice to § 1. assimilated with effective performances for the calculation of the number of provided due hours:

A. Industrial accident and occupational disease: assimilation to a maximum of 365 calendar days per accident / occupational disease. § 1 is not applicable here.

B. Illness and accident of common law: assimilation of the first two periods of absence for which guaranteed weekly and / or monthly wages have been paid to a maximum of six months. If after the first two periods of illness an hospitalization occurs of the blue collar worker. whether followed or not by a recovery period. the latter period shall also be assimilated. provided that the three periods referred do not exceed 6 months.

C. Pregnancy: assimilation for the legal period of absence.

D. . Recall under the arms: full assimilation during the recall period, with the exception of a recall during mobilization or war time.

E. Leave of absence. annual leave and paid holidays: full assimilation for the term provided by law or the collective labour agreement.

F. Temporary unemployment: full assimilation with the exception of unemployment due to strike in the company. In companies which are in serious economic and financial difficulties, a derogation may be obtained, if the provided conciliation procedure is followed

G. Educational leave, social promotion, trade union training, family leave: full assimilation for the period required under the relevant laws or collective labour agreements.

H. Other Legal or conventional paid absences: full assimilation for the period prescribed by the relevant laws or collective labour agreements.

I. No assimilation for strikes, lock-outs.

§ 8. Deduction for unauthorized absences

Minus 8 hours per day of unjustified absence for the blue collar workers employed in full-time employment schedule of 40 hours per week. In other full-time schedules. the deduction is calculated on the basis of the following formula:

$$\frac{\text{Weekly working hours} \times 8}{40}$$

For blue collar workers who are employed part-time. this deduction is proportional in relation to part-time work performance.

Final provisions

Art.3. This collective labour agreement comes into effect on 1 July 2017. This collective labour agreement is concluded for an indefinite period.

Conversion of the end-of-year bonus into other benefits

Art. 5 Entry into force

This chapter enters into force on 1 September 2023.

Art. 6 Conditions

§ 1. The end-of-year bonus described in this collective labour agreement may be converted into days off or may be used for a bicycle lease if the following cumulative conditions are met:

- The conversion may not exceed half of the end-of-year bonus;
- The conversion is only possible if it has been confirmed in a collective labour agreement at company level;
- The conversion must always be carried out on a voluntary basis (individual agreement in addition to of collective labour agreement at company level);
- The conversion must be based on cost neutrality (the conversion of a part of the end-of-year bonus may not entail any cost savings);
- Workers must receive information in advance about the implications of converting the end-of-year bonus.

§ 2. Because of the cost neutrality of the conversion, all employer costs for the end-of-year bonus must be taken into account when determining the budget that may be used for a bicycle lease and/or for days off.

This includes at least:

- The quarterly employer contributions to the NSSO;
- The yearly employer contribution for holiday pay;

- The employer contributions to the subsistence protection fund;
- The employer contributions to the supplementary sectoral pension (for member-employers);
- The possible employer contributions to a supplementary sectoral pension plan at company level.

When determining the budget that may be used for a bicycle lease and/or for days off, the real employer costs of the bicycle lease or of the allocation of days off may also be taken into account. These employer costs must be communicated in a detailed and transparent manner.

§ 3. The CLA at company level referred to in article 12, § 1, b) contains at least:

- a detailed description of the calculation method for the cost of the bicycle lease and/or of days off;
- the exact calculation method for the budget for the bicycle lease and/or for the conversion into days off;
- which workers can opt for this system.

This provision does not apply if a collective labour agreement at company level as mentioned in article6, § 1 was concluded before 19 December 2023.

§ 4. The terms and conditions, as well as the implications of the bicycle lease and/or of the conversion into days off that are offered in application of in this chapter, are to be discussed with the competent union delegation. In the absence of a union delegation, they are to be discussed with the workers, who may be assisted by a union secretary.

This covers all relevant aspects of the employer's offer, and at least the possible duration of the bicycle leasing period and the arrangements in case of early termination.

The terms and conditions must be applied in a non-discriminatory manner to all workers who take up the offer.

All workers must be fully and clearly informed about this.

§ 5. An individual agreement stating the main terms and conditions will be concluded between the worker who wishes to take up the bicycle leasing offer described in application of this chapter and the employer. This agreement may not conflict with the collective labour agreement referred to in article 6, § 1, b).

This includes at least:

- The amount that is substracted from the end-of-year bonus;
- The date of entry into force and the duration of the bicycle leasing period;
- The practical arrangements at the end of the bicycle leasing period;
- The arrangements in case of early termination of the bicycle lease;
- The worker's commitment to using the bicycle to commute to and from work.

Art. 7 Moment of choice

§ 1. The worker chooses individually and on a voluntary basis whether or not to take up the option offered to convert part of the end-of-year bonus into an alternative benefit.

The times at which workers can make this choice are determined at company level in accordance with the provisions in article6.

§ 2. The possibility of conversion into an alternative benefit can be applied for the first time on the end-of-year bonus of 2023.

With regard to subsequent end-of-year bonuses, this option may be provided at the latest at the end of the relevant reference period.".

### Antwerp

**CLA of 16 October 2017 (143 026) Royal Decree 29/06/2018 - Belgian Official Gazette 17/07/2018 amended by CLA of 19 December 2023 (186 122) Royal Decree 16/05/2024 - Belgian Official Gazette 14/06/2024**

End-of-year bonus Antwerp

Granting and payment terms

Art. 2. From 1 January 1992 the male and female blue collar workers receive minimum 165 hours (work schedule of the 38-hour week) as an end of year bonus. provided they have a seniority of at least one year on 1 December of the calendar year in which the end of year bonus is awarded.

In the companies working according to another work schedule than the 38-hour working week. this number of hours is adjusted according to the formula:

- number of working hours per week x 52 effective weeks / 12 months

Example: 165 hours in the 38-hour week schedule become

- - In the 36-hour week schedule: 36h x 52 /12= 156.00 h;
- - In the 37-hour week schedule: 37h x 52/12 = 160.33 h;
- - In the 39-hour week schedule: 39h x 52 /12= 169.00 h;
- - In the 40-hour week schedule: 40h x 52 /12 = 173.33 h

Art. 3. The end of year bonus is paid at the moment of the last wage payment before 25 December of each calendar year. From this general rule may be derogated in the cases listed in Article 5.

It is calculated on the basis of the basic hourly wage of December of the calendar year concerned, premiums or allowances of any kind are not included, except for the production premium. Derogations can be negotiated upon at company level.
In all cases, the end of year bonuses, under the 5-day week schedule, are granted in proportion to 1/260th per day, effectively performed in the reference period. between 1 December of the previous calendar year and 30 November of the calendar year concerned, to a maximum of 260 / 260th.

Art. 4. Are entitled to the end of year bonus. the male and female blue collar workers meeting the following two conditions:

A. being in service on 1 December of the calendar year concerned;

B. having reached on that date at least three months of seniority in the company

Art. 5. By way of derogation from Article 4 a. the end of year bonus is paid:

A. to the male and female blue collar workers who were pensioned or in a scheme of unemployment with company allowance during the reference year, coinciding with the last

wage payment, unless they enjoy other benefits at least equivalent at their departure in accordance with general practice in the company;

B. to the person who has paid the funeral expenses for a deceased blue collar worker, at the presentation of the proof of payment, unless it is common that the company allocates other at least equivalent benefits at the decease of a blue collar worker;

C. to the enlisted blue collar workers. together with the last wage payment before his military service or upon presentation by the person himself at work, in cases where the first arrangement mentioned cannot be applied;

D. to the male and female blue collar workers who are dismissed by the employer for other than compelling reasons, together with the last wage payment upon termination of employment;

E. to the male and female collar blue workers at the end of the following employment contracts: traineeship contracts, fixed-term contracts, contracts for a specific work and replacement contracts, together with the last wage payment upon termination of employment;

F. to the male and female blue collar workers whose employment contract is terminated due to permanent medical disability as a result of illness or accident as provided for in Article 34 of the Act of July 3, 1978 on the employment contracts, together with the last wage payment upon termination of employment;

G. to the male and female blue collar workers at dismissal given by the blue collar worker himself to enjoy the legal retirement pension, together with the last wage payment upon termination of employment.

H. Insofar as this is not provided for in the list under article 5, the blue-collar workers whose employment contract ends during the reference period, regardless of how the contract is terminated, except in the event of dismissal for serious reasons on the part of the blue-collar worker.

To determine the seniority in the company as provided in Article 4. b). all contracts mentioned under 5. e) during the reference period will be taken into account.

Art. 6. To actual working days are assimilated:

- The paid holidays;
- The holidays;
- The day leave of absence;
- The days of absence due to an industrial accident, as long as the end of year bonus is not included in work injury compensation, if work has been performed in the reference period;
- The days of partial unemployment for economic reasons, with a maximum of 120 days per reference period;
- The days of illness and accidents of common law, with a maximum of 90 days per case (relapse included. provided no more than 90 days are assimilated per reference period;
- The days of absence due to union obligations or union training;
- The days of recall under the arms;
- The days of authorized absence with a maximum of 5 days per reference period;

- The days of absence on educational leave or for social promotion;
- The days of absence due to family leave;
- The days of unemployment due to technical disorder, bad weather or force majeure, to the exclusion of force majeure due to strike in part of the company. with a maximum of 10 days per case;
- The days of absence due to pregnancy and maternity leave (maximum 15 weeks).
- The days of absence due to "paternity leave" or due to "adoption leave" in execution of Article 30 § 2 and 30ter of the Act of 3 July 1978 concerning the labour contracts, as amended by the Act of 10 August 2001;
- The days of absence within the scope of the specific regulation "youth leave" in execution of the Act of 22 May 2001 to change Article 5 of the acts concerning the annual leave of 28 June 1971.

The days of absence are eligible only to the extent that they were justified in time according to the terms stated in the work rules.

Art. 7. The end of year bonus, calculated as provided for in Article 3, is acquired only if the reference period comprises no days of unjustified absence.

For the first and the second day of unjustified absence each time a reduction of 5 hours is applied. For each subsequent day of unjustified absence, the reduction amounts to 10 hours.

For each unjustified absence the applied reduction shall be served to the person concerned.

An absence that has not been assimilated under Article 6 but that has been allocated by the employer or his representative is not considered an unjustified absence.

Provisions

Art. 8. With the exception of Article 5 d. f and g of Article 6. 1st paragraph, last bullet (on maternity rest), the provisions of Articles 3 to 7 are not whatsoever related to the companies that have composed the programming on the allocation of the end of year bonus, nor to those where the 13$^{th}$ month and the end of year bonus have already been acquired. In companies where a more favourable arrangement already exists, this arrangement shall be maintained.

Duration

Art.10. This collective labour agreement comes into effect on 1 July 2017. This collective labour agreement is concluded for an indefinite period

Conversion of the end-of-year bonus into other benefits

Art. 11. Entry into force

This chapter enters into force on 1 September 2023.

Art. 12. Conditions

§ 1. The end-of-year bonus described in this collective labour agreement may be converted into days off or may be used for a bicycle lease if the following cumulative conditions are met:

A. The conversion may not exceed half of the end-of-year bonus;
B. The conversion is only possible if it has been confirmed in a collective labour agreement at company level;

C. The conversion must always be carried out on a voluntary basis (individual agreement in addition to of collective labour agreement at company level);

D. The conversion must be based on cost neutrality (the conversion of a part of the end-of-year bonus may not entail any cost savings);

E. Workers must receive information in advance about the implications of converting the end-of-year bonus.

§ 2. Because of the cost neutrality of the conversion, all employer costs for the end-of-year bonus must be taken into account when determining the budget that may be used for a bicycle lease and/or for days off.

This includes at least:

- The quarterly employer contributions to the NSSO;
- The yearly employer contribution for holiday pay;
- The employer contributions to the subsistence protection fund
- The employer contributions to the supplementary sectoral pension (for member-employers);
- The possible employer contributions to a supplementary sectoral pension plan at company level.

When determining the budget that may be used for a bicycle lease and/or for days off, the real employer costs of the bicycle lease or of the allocation of days off may also be taken into account. These employer costs must be communicated in a detailed and transparent manner.

§ 3. The CLA at company level referred to in article 12, § 1, b) contains at least:

- a detailed description of the calculation method for the cost of the bicycle lease and/or of days off;
- the exact calculation method for the budget for the bicycle lease and/or for the conversion into days off;
- which workers can opt for this system

This provision does not apply if a collective labour agreement at company level as mentioned in article 12, § 1 was concluded before 19 December 2023.

§ 4. The terms and conditions, as well as the implications of the bicycle lease and/or of the conversion into days off that are offered in application of in this chapter, are to be discussed with the competent union delegation. In the absence of a union delegation, they are to be discussed with the workers, who may be assisted by a union secretary.

This covers all relevant aspects of the employer's offer, and at least the possible duration of the bicycle leasing period and the arrangements in case of early termination.
The terms and conditions must be applied in a non-discriminatory manner to all workers who take up the offer. All workers must be fully and clearly informed about this.

§ 5. An individual agreement stating the main terms and conditions will be concluded between the worker who wishes to take up the bicycle leasing offer described in application of this chapter and the employer. This agreement may not conflict with the collective labour agreement referred to in article 12, § 1, b).

This includes at least:

- The amount that is substracted from the end-of-year bonus;
- The date of entry into force and the duration of the bicycle leasing period;
- The practical arrangements at the end of the bicycle leasing period;
- The arrangements in case of early termination of the bicycle lease;
- The worker's commitment to using the bicycle to commute to and from work.

Art. 13. Moment of choice

§ 1. The worker chooses individually and on a voluntary basis whether or not to take up the option offered to convert part of the end-of-year bonus into an alternative benefit.
The times at which workers can make this choice are determined at company level in accordance with the provisions in article 12.

§ 2. The possibility of conversion into an alternative benefit can be applied for the first time on the end-of-year bonus of 2023. With regard to subsequent end-of-year bonuses, this option may be provided at the latest at the end of the relevant reference period.".

Limburg

**CLA of 16 October 2017 (142845)( R.D. 27/06/2018 – B.O.G. 27/07/2018)**
**amended by CLA of 19 December 2023 (186123) (R.D. 04/07/2024 – B.O.G. 23/07/2024)**

Granting and payment terms

Art. 2. From January 1, 1992 the male and female blue collar workers are granted an end-of-year bonus of minimum 165 hours (38 hours a week). provided they have one year of seniority on the 30th of November of the calendar year in which the end-of-year bonus is allocated.

In companies operating according to a different hour schedule than 38 hours a week. the number of hours. mentioned above. is to be adjusted as follows:

- $\frac{\text{Number of hours effectively performed per week x 52 weeks}}{\text{12 months}}$

Example: 165 hours in the 38 hours week correspond:

- - in a 36 hours week: $\frac{36h \times 52}{12}$ = 156.00 h;
- - in a 37 hours week: $\frac{37h \times 52}{12}$ = 160.33 h;
- in a 39 hours week: $\frac{39h \times 52}{12}$ = 169.00 h;
- in a 40 hours week: $\frac{40h \times 52}{12}$ = 173.33 h.

Art.3. The end of year bonus is paid together with the last wage payment before 25 December of each calendar year. From this general rule may be derogated in the cases listed in Article 5.

It is calculated on the basis of the basic hourly wage of December of the calendar year concerned. premiums or allowances of any kind are not included. except for the production premiums. Derogations can be negotiated upon at company level

In all cases. the end of year bonus. under the 5-day week schedule. is granted in proportion to 1/260th per day. effectively performed in the reference period. between 1 December of the previous calendar year and 30 November of the calendar year concerned. to a maximum of 260 / 260th.

Art. 4. Are entitled to the end of year bonus. the male and female blue collar workers meeting the following two conditions:

A. being in service on 1 December of the calendar year concerned;

B. having reached on that date at least three months of seniority in the company.

Art. 5 By way of derogation from Article 4 a. the end of year bonus is paid:

A. to the male and female blue collar workers who were pensioned or or in a scheme of unemployment with company allowance during the reference year. coinciding with the last wage payment, unless they enjoy other benefits at least equivalent at their departure in accordance with general practice in the company;

B. to the person who has paid the funeral expenses for a deceased blue collar worker, at the presentation of the proof of payment. unless it is common that the company allocates other at least equivalent benefits at the decease of a blue collar worker;

C. to the enlisted blue collar workers. together with the last wage payment before his military service or upon presentation by the person himself at work. in cases where the first arrangement mentioned cannot be applied;

D. to the male and female blue collar workers who are dismissed by the employer for other than compelling reasons. together with the last wage payment upon termination of employment;

E. to the male and female collar blue workers at the end of the following employment contracts: traineeship contracts. fixed-term contracts. contracts for a specific work and replacement contracts. together with the last wage payment upon termination of employment;

F. to the male and female blue collar workers whose employment contract is terminated due to permanent medical disability as a result of illness or accident as provided for in Article 34 of the Act of July 3. 1978 on the employment contracts, together with the last wage payment upon termination of employment;

G. Insofar as this is not provided for in the list under Article 5, the blue-collar workers whose employment contract ends during the reference period, regardless of how the contract is terminated, except in the event of dismissal for serious reasons on the part of the blue-collar worker: 1/12th of the number of hours scheduled per month worked.

Art. 6. To actual working days are assimilated:

- The paid holidays;
- The holidays;
- The day leave of absence;
- The days of absence due to an industrial accident, as long as the end of year bonus is not included in work injury compensation, if work has been performed in the reference period;

- The days of partial unemployment for economic reasons, with a maximum of 120 days per reference period;
- The days of illness and accidents of common law, with a maximum of 90 days per case (relapse included. provided no more than 90 days are assimilated per reference period;
- The days of absence due to union obligations or union training;
- The days of recall under the arms;
- The days of authorized absence with a maximum of 5 days per reference period;
- The days of absence on educational leave or for social promotion;
- The days of absence due to family leave;
- The days of unemployment due to technical disorder. bad weather or force majeure. to the exclusion of force majeure due to strike in part of the company. with a maximum of 10 days per case;
- The days of absence due to pregnancy and maternity leave (maximum 15 weeks).
- The days of absence due to "paternity leave" or due to "adoption leave in implementation of Article 30. § 2 and 30ter of the Law of July 3. 1978 on contracts of employment. as amended by the Act of August 10, 2001
- The days of absence in connection with the specific arrangements "youth holiday" in implementation of the Act of May 22, 2001. to amend Article 5 of the law on annual holidays of June 28, 1971.

The days of absence are eligible only to the extent that they were justified in time according to the terms stated in the work rules.

Art. 7. The end of year bonus, calculated as provided for in Article 3, is acquired only if the reference period comprises no days of unjustified absence.

For the first and the second day of unjustified absence each time a reduction of 5 hours is deducted. For each subsequent day of unjustified absence. the reduction amounts to 10 hours

For any unjustified absence the applied reduction will be served to the person concerned.

An absence that has not been authorized under Article 6 by the employer or his representative is not considered an unjustified absence

Particular provisions

Art. 8. The provisions of Articles 3 to 7 are not at all related to the companies that have composed the programming on the granting of the end of year bonus. nor to those where the 13$^{th}$ month and the end of year bonus have already been acquired. In companies where a more favourable arrangement already exists it shall be maintained.

Duration

Art. 10.  This collective labour agreement comes into effect on 1 July 2017. This collective labour agreement is concluded for an indefinite period.

Conversion of the end-of-year bonus into other benefits

Art. 11. Entry into force

This chapter enters into force on 1 September 2023.

Art. 12. Conditions

§ 1. The end-of-year bonus described in this collective labour agreement may be converted into days off or may be used for a bicycle lease if the following cumulative conditions are met:

- The conversion may not exceed half of the end-of-year bonus;
- The conversion is only possible if it has been confirmed in a collective labour agreement at company level;
- The conversion must always be carried out on a voluntary basis (individual agreement in addition to of collective labour agreement at company level);
- The conversion must be based on cost neutrality (the conversion of a part of the end-of-year bonus may not entail any cost savings);
- Workers must receive information in advance about the implications of converting the end-of-year bonus.

§ 2. Because of the cost neutrality of the conversion, all employer costs for the end-of-year bonus must be taken into account when determining the budget that may be used for a bicycle lease and/or for days off.

This includes at least:

- The quarterly employer contributions to the NSSO;
- The yearly employer contribution for holiday pay;
- The employer contributions to the subsistence protection fund;
- The employer contributions to the supplementary sectoral pension (for member-employers);
- The possible employer contributions to a supplementary sectoral pension plan at company level.

When determining the budget that may be used for a bicycle lease and/or for days off, the real employer costs of the bicycle lease or of the allocation of days off may also be taken into account. These employer costs must be communicated in a detailed and transparent manner.

§ 3. The CLA at company level referred to in article 12, § 1, b) contains at least:

- a detailed description of the calculation method for the cost of the bicycle lease and/or of days off;
- the exact calculation method for the budget for the bicycle lease and/or for the conversion into days off;
- which workers can opt for this system.

This provision does not apply if a collective labour agreement at company level as mentioned in article 12, § 1 was concluded before 19 December 2023.

§ 4. The terms and conditions, as well as the implications of the bicycle lease and/or of the conversion into days off that are offered in application of in this chapter, are to be discussed with the competent union delegation. In the absence of a union delegation, they are to be discussed with the workers, who may be assisted by a union secretary.

This covers all relevant aspects of the employer's offer, and at least the possible duration of the bicycle leasing period and the arrangements in case of early termination.

The terms and conditions must be applied in a non-discriminatory manner to all workers who take up the offer.

All workers must be fully and clearly informed about this.

§ 5. An individual agreement stating the main terms and conditions will be concluded between the worker who wishes to take up the bicycle leasing offer described in application of this chapter and the employer. This agreement may not conflict with the collective labour agreement referred to in article 12, § 1, b).

This includes at least:

- The amount that is substracted from the end-of-year bonus;
- The date of entry into force and the duration of the bicycle leasing period;
- - The practical arrangements at the end of the bicycle leasing period;
- - The arrangements in case of early termination of the bicycle lease;
- - The worker's commitment to using the bicycle to commute to and from work.

Art. 13. Moment of choice

§ 1. The worker chooses individually and on a voluntary basis whether or not to take up the option offered to convert part of the end-of-year bonus into an alternative benefit.

The times at which workers can make this choice are determined at company level in accordance with the provisions in article 12.

§ 2. The possibility of conversion into an alternative benefit can be applied for the first time on the end-of-year bonus of 2023.

With regard to subsequent end-of-year bonuses, this option may be provided at the latest at the end of the relevant reference period.".

### Brabant (Brussels. Flemish and Walloon Brabant)

**CLA of 21 December 1998 (49959) (R.D. 28/11/2001 – B.O.G. 28/12/2001)**
**amended by CLA of 19 December 2023 (186126) (R.D. 04/07/2024 – B.O.G.19/07/2024)**

Art. 2. Granting terms

The blue collar workers are entitled to an end of year bonus as provided in this CLA insofar as they have three months continuous seniority at the end of the reference period as a salaried blue collar worker in the company.

Art. 3. Reference period

The reference period is the period between the 1st of December of the previous calendar year and the 30th of November of the current calendar year.

Art. 4. *Amount*

The end of year bonus equals 8.33% of the annual gross wage earned during the reference year.

The annual gross wage equals the wage corresponding to the effective work performance.

Are assimilated with effective performances:

1. The 10 paid holidays;
2. Any allocated day off on the day of patron saint of metal manufacturing blue collar workers - St Elooi;
3. The seniority days;
4. The paid days of reduction of the working hours;
5. The days leave of absence;
6. The guaranteed daily wage (Article 27 of the Act of 3 July 1978 on the employment contracts).
7. The exercise of a mandate of union representative. a member of the works council or a member of the committee for prevention and protection;
8. The Union training days;
9. The days to temporary unemployment for economic reasons up to a maximum of 30 working days per year;
10. The days of incapacity due to illness or accident of common law up to maximum a continuous period of 14 calendar days per year;
11. The days of full incapacity due to an occupational disease or an industrial accident up to a maximum not exceeding the initial period of 12 months

For the cases 1 to 8. the effective wage paid is taken into account. For the cases 9 and 10. the wage that is taken into account is the wage that would have been paid had the blue collar worker performed work. For case 11 the guaranteed wage for the first 30 days is taken into account and for the subsequent period only the portion of the wage that is not covered by the work injury insurance or the indemnity received under the occupational diseases arrangement; for this second period a notional wage is taken into account equal to 6.536 Belgian francs per month incapacity. this amount is linked to the index according to the terms provided for in the CLA of 16 June 1997 on the linking of wages to the consumer price index.

Art. 5. Time of payment

Without prejudice to Article 6. the yearly bonus shall be paid in the course of the month of December of the year concerned.

Art. 6. Resignation

The end of year bonus is granted on a pro rata basis to the blue collar worker whose employment contract is terminated for any reason - except dismissal for compelling reasons - during the reference year and insofar that. at the date of termination of employment. he has a seniority of three months in the company.

Art. 7. Suppletive scheme

This CLA is suppletive. This means that the company arrangements on the end of year bonus that are globally more favourable. irrespective the appellation. remain fully in effect. and are not affected by this collective labour agreement. By 'globally more favourable' is to be understood on the one hand. for all the blue collar workers of the company and on the other. the scheme itself in its global terms and conditions.

Art.9. *Duration*

This collective labour agreement comes into effect on 1 January 1998 and is concluded for an indefinite period.

Conversion of the end-of-year bonus into other benefits

Art. 10. Entry into force

This chapter enters into force on 1 September 2023.

They apply exclusively to companies belonging to the remit of the Joint Committee for Metal, Mechanical and Electrical Constructions located in the province of Flemish Brabant.

Art. 11. Conditions

§ 1. The end-of-year bonus described in this collective labour agreement may be converted into days off or may be used for a bicycle lease if the following cumulative conditions are met:

A. The conversion may not exceed half of the end-of-year bonus;
B. The conversion is only possible if it has been confirmed in a collective labour agreement at company level;
C. The conversion must always be carried out on a voluntary basis (individual agreement in addition to of collective labour agreement at company level);
D. The conversion must be based on cost neutrality (the conversion of a part of the end-of-year bonus may not entail any cost savings);
E. Workers must receive information in advance about the implications of converting the end-of-year bonus.

§ 2. Because of the cost neutrality of the conversion, all employer costs for the end-of-year bonus must be taken into account when determining the budget that may be used for a bicycle lease and/or for days off.

This includes at least:

- The quarterly employer contributions to the NSSO;
- The yearly employer contribution for holiday pay;
- The employer contributions to the subsistence protection fund;
- The employer contributions to the supplementary sectoral pension (for member-employers);
- The possible employer contributions to a supplementary sectoral pension plan at company level.

When determining the budget that may be used for a bicycle lease and/or for days off, the real employer costs of the bicycle lease or of the allocation of days off may also be taken into account. These employer costs must be communicated in a detailed and transparent manner.

§ 3. The CLA at company level referred to in article 12, § 1, b) contains at least:

- - a detailed description of the calculation method for the cost of the bicycle lease and/or of days off;
- - the exact calculation method for the budget for the bicycle lease and/or for the conversion into days off;
- - which workers can opt for this system.

This provision does not apply if a collective labour agreement at company level as mentioned in article 11, § 1 was concluded before 19 December 2023.

§ 4. The terms and conditions, as well as the implications of the bicycle lease and/or of the conversion into days off that are offered in application of in this chapter, are to be discussed with the competent union delegation. In the absence of a union delegation, they are to be discussed with the workers, who may be assisted by a union secretary.

This covers all relevant aspects of the employer's offer, and at least the possible duration of the bicycle leasing period and the arrangements in case of early termination.

The terms and conditions must be applied in a non-discriminatory manner to all workers who take up the offer.

All workers must be fully and clearly informed about this.

§ 5. An individual agreement stating the main terms and conditions will be concluded between the worker who wishes to take up the bicycle leasing offer described in application of this chapter and the employer. This agreement may not conflict with the collective labour agreement referred to in article 11, § 1, b).

This includes at least:

- The amount that is substracted from the end-of-year bonus;
- The date of entry into force and the duration of the bicycle leasing period;
- The practical arrangements at the end of the bicycle leasing period;
- The arrangements in case of early termination of the bicycle lease;
- The worker's commitment to using the bicycle to commute to and from work.

Art. 12. Moment of choice

§ 1. The worker chooses individually and on a voluntary basis whether or not to take up the option offered to convert part of the end-of-year bonus into an alternative benefit.

The times at which workers can make this choice are determined at company level in accordance with the provisions in article 11.

§ 2. The possibility of conversion into an alternative benefit can be applied for the first time on the end-of-year bonus of 2023.

With regard to subsequent end-of-year bonuses, this option may be provided at the latest at the end of the relevant reference period.".

West Hainaut (administrative district of Lessines: Ath. Tournai. Mouscron)

**CLA of 1 February 1991 (28701) (R.D. 09/10/1991 – B.O.G. 31/01/1992)**

Granting terms

Article 2. Employers allocate to the male and female blue collar workers an end of year bonus replacing the other bonuses. the efficiency bonuses granted in the companies exempted.

Art.3. Calculation

The amount of the end of year bonus is calculated as follows:

(173 hours X hourly wage X number of hours worked) /1832

The number of hours referred to above corresponds to an actually performed working week of 40 hours.

When the working time is reduced to 39 hours. accompanied by a proportional increase in wages. the basic formula for calculating a full month is:

(169 hours X hourly wage X number of hours worked)/1784

When the working time is reduced to 38 hours. accompanied by a proportional increase in wages. the basic formula for calculating a full month is:

164.5 hours X hourly wage X number of hours worked/1736

When the working time is reduced to 37 hours. accompanied by a proportional increase in wages. the basic formula for calculating a full month is:

(160.33 hours X hourly wage X number of hours worked)/ 1658

Art.4. Reference period.

The end of year bonus applies to the period from 1 January to 31 December of the reference year.

Art.5. Hourly wage

Under normal hourly wage is to be understood the hourly wage (without bonuses) which is in force on 1 December of the reference year.

The hourly bonus for shift work is added to this wage. if the male or female blue collar worker works in a regular and continuous work schedule.

In the field of the shift bonuses paid exceptionally and temporarily. 8.33% should be added to the end of year bonus of the total amount of the bonuses paid during the reference period

Art.6. Assimilation.

For the calculation of the end of year bonus are assimilated with hours actually worked. the hours lost as a result of:

1. industrial accidents and accidents on the way to and from work;
2. occupational diseases;

   In these cases. for each incapacity. only maximum one month is eligible for assimilation. The assimilation is taken into account from the beginning of the incapacity. if it occurs within fourteen days after the resumption of work

3. illness and other accidents than those referred to 1 or 2. attested to the number of:

   - -15 days for the male and female blue collar workers having less than five years seniority in the company;
   - 25 days for the male and female blue collar workers having 5 to10 years seniority in the company ;
   - 30 days for the male and female blue collar workers having 10 to15 years seniority in the company;

- 35 days the male and female blue collar workers having 15 to 20 years seniority in the company;
- 45 days for the male and female blue collar workers having more than 20 years of seniority in the company;

4. the fifteen weeks of childbirth rest and maternity leave;
5. the Union trainings. by application of the CLA of 1 March 1972. declared generally binding by Royal Decree of 30 June 1972 (Belgian Official Gazette of 12 October 1972);
6. the completion of mission as a Union representative. in the context of the credit hours awarded by application of the CLA of 19 February 1973, adapted on 11 May 1987, declared generally binding by Royal Decree of 9 December 1988 (Belgian Official Gazette of 18 January 1989), establishing the statute of the Trade Union representatives of the blue collar staff;
7. the participation. with the consent of the employer. to all missions that are justified by a Union;
8. the time spent in courses for social promotion belonging to the domain and jurisdiction of the metal. machinery and electrical construction sector and for which paid educational leave is awarded;
9. the missions to represent the company. the Union representatives or the male and female blue collar workers are charged with (e.g. assist to the funeral of a male or female colleague blue collar worker);
10. unpaid leave for compelling reasons. for a maximum of 10 days per year. as provided for in the CLA No 45 concluded in the National Labour Council.

Art.7. Unauthorized absences.

The amount of the end of year bonus is reduced in case of unauthorized absences during the reference period.

The reductions are as follows:

- -1/50th for one day of unauthorized absence;
- -1/20the for two days of unauthorized absence;
- -1/5th for 3 days of unauthorized absence;
- -2/5th for 4 days of unauthorized absence;
- -3/4th for 5 days of unauthorized absence;
- -A full reduction for 6 days of unauthorized absence.

Art.8. Granting conditions .

The male and female blue collar workers who are registered in the personnel registry for at least two months during the reference year. are entitled to the end of year bonus in proportion to their actual and assimilated work performances under Article 6 of this CLA.

As far as the two-month period referred to in the preceding paragraph is concerned. the entry in the personnel registry during the month of December of the reference year shall also be taken into account.

Art.9. Payment Date.

The end of year bonus shall be paid during the first fortnight of the month of January following the reference year.

Other granting terms

Art.10. Except dismissal for serious shortcomings. the end of year bonus is paid pro rata to the workers leaving the company insofar that they have been registered at least for two months in the staff registry.

General provisions

Art.11. The end of year bonus to which male or female blue collar workers, who have deceased during the reference year, are entitled under the provisions of this collective labour agreement. is paid to their relatives.

Art.12. The provisions of the collective labour agreements that were concluded at company level shall be adapted to the provisions of this collective labour agreement.

The provisions of the collective labour agreements concluded at company level providing for a proper application shall be maintained.

All provisions of this collective labour agreement, both those relating to payment, as well as those relating to eligibility for the end of year bonus. are to be considered in the context of a standardization at the regional level. therefore. the provisions of the collective labour agreements concluded at company level and which are more favourable to the male and female blue collar workers than those covered by this agreement. are maintained. they may however not be improved.

Validity of the agreement

Art. 13. This collective labour agreement comes into effect on 1 January 1991 and is concluded for an indefinite period.

## Hainaut - Centre

**CLA of 16 September 1991 (28891) (R.D. 21/11/2001 – B.O.G. 23/01/2002)**

End of year bonus

Art. 3. The blue collar workers employed in the companies referred to in Article 1. are granted an end of year bonus which shall be equal to 8.33% of the gross annual wage.

The gross annual wage is determined on the basis of the wages paid for the hours actually worked.

The premiums for shift work and the full wage relating to the holidays are included in the basic wage that is eligible for the calculation of the end of year bonus.

Art. 4. The end of year bonus is calculated pro rata to the number of hours worked during the reference year.

To be eligible for the bonus it is not necessary that a blue collar worker:

- Is still part of the staff at the time of payment;
- has reached a minimum seniority, as far as his employment contract has been maintained after the expiry of the trial period;

The premium shall not be payable to blue collar workers who were dismissed for compelling reasons.

Art. 5. In order to contribute to the compensation of the blue collar workers, whose end of year bonus has been reduced as a consequence of partial unemployment due to lack of work for economic reasons, the non-profit association " Special Regional Solidarity Fund ". abbreviated "FOREMETAL". grants these blue collar workers every year a bonus. the amount of which is determined by the board of chairmen of the association. The non-profit association is financed by a contribution which is paid quarterly by the companies of the sector of the Centre-region.

Art. 7. This collective labour agreement comes into effect on 1 January 1991 and is concluded for an indefinite period.

### Hainaut - Mons-Borinage

Since the end-of-year bonus in the CLA of this region is lower than that of the national CLA of 13/05/1971 concerning the working conditions of female and male workers employed in craft companies of the metal processing industry (registration no. 634 - RD 05/07/1971 - BOG 23/11/1971), the craft companies of the metal processing industry must apply the CLA of 13/05/1971

**CLA of 16 October 2017 (144650) (R.D. 17/08/2018 – B.O.G. 13/09/2018)**

I. Scope

Article 1. This collective labour agreement applies to employers and male and female workers in companies of the Charleroi Basin, the Mons-Borinage region and the province of Namur belonging to the remit of the Joint Committee for metal, mechanical and electrical constructions (JC 111), with the exception of bridge and steel framework construction companies.

II. End-of-year bonus

Art. 2 Regardless of the provisions of the currently applicable sectorial collective labour agreements relating to an end-of-year bonus, the parties agree to introduce, in the regions or province referred to in Article 1 and from the financial year 2017 onwards, an additional annual gross sectorial end-of-year bonus equivalent to 1.1% of the gross remuneration declared to the NSSO at 100% in the reference period (12-month period from 1 December of the previous financial year to the 30 November of the financial year).

From the financial year 2017 on, the guaranteed minimum level for the sectorial end-of-year bonus for the regions or province concerned therefore corresponds to the level of the regional or provincial CLA plus the 1.1% premium such as provided for by this CLA.

Art. 3. This increase in the minimum sectorial level for the regional or provincial end-of-year bonus may not result in an increase of the end-of-year bonuses and/or of the equivalent benefit in companies that are greater than or equal to this new minimum level.

Art. 4. Since there is still no sectorial provision for end-of-year bonuses for the Mons-Borinage region, the parties are committed to conclude a collective labour agreement on this subject.

III. Entry into force and duration of the agreement

Art. 6. This collective labour agreement comes into effect on 1 July 2017 and is concluded for an indefinite period.

**CLA of 16 October 2017 (144 649) (R.D.17/08/2018 – B.O.G. 13/09/2018)**

Article 1 *Scope*

This collective labour agreement applies to employers and male and female workers in companies of the Mons-Borinage region belonging to the remit of the Joint Committee for metal, mechanical and

electrical constructions (JC 111), with the exception of bridge and steel framework construction companies.

In the application of the collective labour agreement, "Mons-Borinage" shall refer to: the territory of the administrative district of Mons, with the exception of Villers-Saint-Ghislain and Havré, which belong to the Centre.

Art. 2. Principle

Subject to what is specified in Article 5 below, from the financial year 2017, an end-of-year bonus of 1.1% of the gross remuneration declared at 100% to the NSSO during the reference period is granted (12-month period from 1 December preceding the financial year to 30 November of the financial year).

Art. 3. Pro rata

Workers whose contracts end during the financial year shall receive the end-of-year bonus calculated on the remuneration they received between the beginning of the current reference period and the effective end date of their employment contract.

Art. 4. Payment terms

The end-of-year bonus is payable in December of the year in question. In the event of application of Article 3 above, the bonus shall be payable when the worker's account is closed.

Art. 5. Exceptions

The end-of-year bonus referred to in this agreement shall not be payable by companies which already grant, by way of agreement or custom, a remuneration advantage at least equivalent, irrespective of the qualification given to it and the time of payment.

In the case of companies which grant a lower remuneration advantage, the grant of the bonus introduced through this agreement shall be limited so that the total of such remuneration advantage and/or bonus does not exceed the 1.1% referred to in Article 2 above.

On the other hand, for companies which already grant an end-of-year bonus or an advantage equivalent to the 1.1% benefit referred to in this agreement by 2017, the provisions of Article 4 of the national agreement of 15 May 2017 apply.

Art. 6. Entry into force and duration

This collective labour agreement is concluded for an indefinite period and comes into effect on 1 July 2017.

### Hainaut - Charleroi

Since the end-of-year bonus in the CLA of this region is lower than that of the national CLA of 13/05/1971 concerning the working conditions of female and male workers employed in craft companies of the metal processing industry (registration no. 634 - RD 05/07/1971 - BOG 23/11/1971), the craft companies of the metal processing industry must apply the CLA of 13/05/1971

**CLA of 17 September 1990 (25673) (R.D. 15/01/1991 – B.O.G. 06/02/1991)**

Article 1. *Scope*

For the purposes of this CLA shall apply that:

1. "The Charleroi region" means the area comprising:

- The administrative district of Charleroi. except for the municipalities of Chapelle-lez-Herlaimont - Trazegnies - Gouy-lez-Piéton - Piéton - Manage - Morlanwelz - Seneffe - Haine-Saint-Pierre (now part of La Louviere);
- The administrative district of Thuin. except for the municipalities Anderlues - Binche - Grand-Reng - Estinnes - Lobbes - Merbes-le-Château and Merbes-Sainte-Marie;

Arti2. In companies where no end of year bonus or an equivalent benefit replacing it. exists. it shall be awarded from 1991 onwards to the male and female blue collar workers who. at the end of the reference year. have a seniority of one year in the company.

Art.4. The amount of the end of year bonus or a similar benefit replacing it. is as of 1991. fixed at 4% of the gross annual wage. in order to eventually amount to the equivalent of a thirteenth month.

The gross annual wage is determined by the wages paid for the effective working hours.

With effective working hours are assimilated the hours lost by industrial accidents. by accident on the way to and from work and occupational diseases in the aforementioned cases. the assimilation shall not exceed one month per case of disability. relapses are considered part of the incapacity if they occur within a fortnight after the resumption of work.

Art.5. The reference year taken into account is the period between 1 December and 30 November.

Art.6. The end of year bonus or similar benefits replacing it shall. in principle. be paid in the course of the month of December of the considered year.

Other dates and / or terms of payment may. however. be determined at company level. provided the full bonus or the equivalent benefit replacing it is paid by the end of January of the year following the year in which the reference period is situated.

Art.7. The end of year bonus or benefit replacing it is calculated in proportion to the work performance of the blue collar workers having left the company during the reference period for whatsoever reason - except in cases of dismissal for compelling reasons. and as far as they have one year seniority on the date of their departure.

This provision applies only in the companies listed in Article 2 of this CLA.

Art.8. For the companies listed in Article 2, the allocation of an end of year bonus or an equivalent benefit replacing it, increasing the gross annual wages by 4% in 1991, may not be combined with the allocation of other benefits corresponding to an equivalent increase and provided for by an inter-professional agreement, a national or regional agreement or by an company agreement concluded for 1991 and 1992, unless approval is obtained from the regional joint section.

In companies where an end of year bonus or an equivalent benefit of less than 4% has been paid in 1991, half of the bonus shall be paid in June and the other half in December.

Art.9. The provisions of this CLA shall not apply to companies that are in the impossibility to grant the benefits provided for in this CLA.

The regional joint section shall determine which companies are wholly or partly in such a position. taking into consideration the characteristic indicators of the state of each company.

The companies envisaged in this provision should apply to the regional joint section in order to, based on sufficient data, obtain a derogation or a change in the application of the provisions of this collective labour agreement.

Art. 10. This collective labour agreement comes into effect on 1 December 1990 and is concluded for an indefinite period.

**CLA of 16 October 2017 (144650) (R.D.17/08/2018 – B.O.G. 13/09/2018)**

I. Scope

Article 1. This collective labour agreement applies to employers and male and female workers in companies of the Charleroi Basin, the Mons-Borinage region and the province of Namur belonging to the remit of the Joint Committee for metal, mechanical and electrical constructions (JC 111), with the exception of bridge and steel framework construction companies.

II. End-of-year bonus

Art. 2. Regardless of the provisions of the currently applicable sectorial collective labour agreements relating to an end-of-year bonus, the parties agree to introduce, in the regions or province referred to in Article 1 and from the financial year 2017 onwards, an additional annual gross sectorial end-of-year bonus equivalent to 1.1% of the gross remuneration declared to the NSSO at 100% in the reference period (12-month period from 1 December of the previous financial year to the 30 November of the financial year).

From the financial year 2017 on, the guaranteed minimum level for the sectorial end-of-year bonus for the regions or province concerned therefore corresponds to the level of the regional or provincial CLA plus the 1.1% premium such as provided for by this CLA.

Art. 3. This increase in the minimum sectorial level for the regional or provincial end-of-year bonus may not result in an increase of the end-of-year bonuses and/or of the equivalent benefit in companies that are greater than or equal to this new minimum level.

Art. 4. Since there is still no sectorial provision for end-of-year bonuses for the Mons-Borinage region, the parties are committed to conclude a collective labour agreement on this subject.

III. Entry into force and duration of the agreement

Art. 6. This collective labour agreement comes into effect on 1 July 2017 and is concluded for an indefinite period.

### Namur

Since the end-of-year bonus in the CLA of this region is lower than that of the national CLA of 13/05/1971 concerning the working conditions of female and male workers employed in craft companies of the metal processing industry (registration no. 634 - RD 05/07/1971 - BOG 23/11/1971), the craft companies of the metal processing industry must apply the CLA of 13/05/1971

**CLA of 22 January 1990 (25308) (R.D. 04/12/1990 – B.O.G. 05/01/1991)**
**amended by the CLA of 21 January 2013 (113865) (R.D. 25/04/2014 – B.O.G. 25/07/2014)**

Article 2. In companies where lacking an end of year bonus or an equivalent benefit replacing it. an end of year bonus or an equivalent benefit replacing it will be granted from 1990 onwards to the male and female blue collar workers who. at the end of the reference year. have a seniority of one year in the company.

Art.4. Starting from the financial year 2013, the amount of the end of year bonus is fixed at 3 pct. of the gross annual wage.

The gross annual wage is determined by the wages paid for the effective working hours. With effective working hours are assimilated: the hours lost by accidents, by accident on the way to work and

occupational diseases; in the aforementioned cases, the assimilation shall not exceed one month of incapacity, the assimilation is counted from the beginning of the incapacity ; relapses are considered part of the incapacity if they occur within a fortnight after the resumption of work.

The increase of the provincial guaranteed minimum end of year bonus cannot lead to an increase of the end of year bonus higher or equal to that minimum.

The companies for which the end of year bonus 2012 is lower than 3% and for which the end of year bonus 2013 according to § 1 is increased, pay their blue collar workers, in January 2013. the amount of 225 EUR gross as an advance of the end of year bonus 2013.

Art.5. The reference year taken into account is the period between 1 December and 30 November.

Art.6. The end of year bonus or similar benefits replacing it shall. in principle, be paid in the course of the month of December of the considered year.

Other dates and / or terms of payment may. however. be determined at company level, provided the full bonus or the equivalent benefit replacing it is paid by the end of January of the year following the year in which the reference period is situated.

Art.7. The end of year bonus or benefit replacing it is calculated in proportion to the work performance of the blue collar workers having left the company during the reference period for whatsoever reason - except in cases of dismissal for compelling reasons. and as far as they have one year seniority on the date of their departure.

This provision applies only in the companies listed in Article 2 of this CLA.

Art. 8. This collective labour agreement comes into effect on 1 December 1989 and is concluded for an indefinite period. *Article 4 is amended from 1 January 2012.*

**CLA of 16 October 2017 (144650) (R.D. 17/08/2018 – B.O.G. 13/09/2018)**

I. Scope

Article 1. This collective labour agreement applies to employers and male and female workers in companies of the Charleroi Basin, the Mons-Borinage region and the province of Namur belonging to the remit of the Joint Committee for metal, mechanical and electrical constructions (JC 111), with the exception of bridge and steel framework construction companies.

II. End-of-year bonus

Art. 2 Regardless of the provisions of the currently applicable sectorial collective labour agreements relating to an end-of-year bonus, the parties agree to introduce, in the regions or province referred to in Article 1 and from the financial year 2017 onwards, an additional annual gross sectorial end-of-year bonus equivalent to 1.1% of the gross remuneration declared to the NSSO at 100% in the reference period (12-month period from 1 December of the previous financial year to the 30 November of the financial year).

From the financial year 2017 on, the guaranteed minimum level for the sectorial end-of-year bonus for the regions or province concerned therefore corresponds to the level of the regional or provincial CLA plus the 1.1% premium such as provided for by this CLA.

Art. 3. This increase in the minimum sectorial level for the regional or provincial end-of-year bonus may not result in an increase of the end-of-year bonuses and/or of the equivalent benefit in companies that are greater than or equal to this new minimum level.

Art. 4. Since there is still no sectorial provision for end-of-year bonuses for the Mons-Borinage region, the parties are committed to conclude a collective labour agreement on this subject.

III. Entry into force and duration of the agreement

Art. 6. This collective labour agreement comes into effect on 1 July 2017 and is concluded for an indefinite period.

Liège - Luxemburg

Since the end-of-year bonus in the CLA of this region is lower than that of the national CLA of 13/05/1971 concerning the working conditions of female and male workers employed in craft companies of the metal processing industry (registration no. 634 - RD 05/07/1971 - BOG 23/11/1971), the craft companies of the metal processing industry must apply the CLA of 13/05/1971

**CLA of 17 December 2007 (87300) (R.D. 09/09/2008 – B.O.G. 29/10/2008)**
**amended by the CLA of 16 October (144651) (R.D.17/08/2018 – B.O.G. 13/09/2018)**

Art. 2. Principle

From the working year 2013 onward. an end of year bonus is granted of at least 3% of gross wages having been declared for 100% to the National Social Security Office during the reference period (period of 12 months from 1 December preceding the working year to 30 November of the working year).

From the working year 2017 onward. an end of year bonus is granted of at least 4.1% of gross wages having been declared for 100% to the National Social Security Office during the reference period (period of 12 months from 1 December preceding the working year to 30 November of the working year).

Increasing the regional minimum guaranteed end of year bonus may not lead to an increase of the end of year bonuses above or equal to this minimum.

Art. 3. Pro rata

Except in cases of dismissal for compelling reasons, a blue collar worker whose employment contract is terminated during the reference year, receives an end of year bonus calculated on the wages he received from the beginning of the current reference period and the effective termination date of his employment contract.

Art. 4. Terms of payment

This bonus is paid between 15 and 31 December of each year. If the above-mentioned Article 3 applies. the bonus is paid at the closing of the account of the blue collar worker.

Art. 5. Exceptions

The end of year bonus provided for in this CLA is not due by the companies allocating already, in execution of an agreement or by use, at least an equivalent wage benefit. regardless of the name of the benefit or its time of payment.

III. Entry into force and duration

Art. 6. This collective labour agreement comes into effect on 1 December 2007 and is concluded for an indefinite period. *(Article 2 is amended from 1 July 2017)*

#### 2.2.1.2 Bonuses for shift work

West Flanders

**CLA of 25 November 2008 (90441) (R.D.10/11/2009 – B.O.G. 16/03/2010)**

Art. 3. A work is done in successive shifts when 2 or 3 shifts of blue collar workers succeed each other in the course of the same day. after having performed their normal working hours. at the same job or on the same machines.

Wage Supplement for work in successive shifts

Art. 4. The wage supplement shall amount at least up to 10% for day shifts and at least up to 20%.for the night shift. It is agreed upon that the wages paid for the rest period shall be considered as part of the above percentages.

Example 1: Double shift - per 8 hours of attendance. only 7 hours 30 minutes shall be worked plus twice 15 minutes paid break:

- A blue collar worker earns 12.5000 EUROS per hour on April 1. 2008 (expressed in the 38-hour week).
- 7 hours 30 minutes of performed work = 7 hours 30 minutes x 12.5000 EUR = 93.7500 EUROS
- 2 x 15 minute paid break = 30 minutes x 12.5000 EUROS = 6.2500 EUROS
- Total = 100.0000 EUROS

The supplement for work in dual shifts must at least amount up to 10% of 100.0000 EUROS. or 10.0000 EUROS. which include the 6.2500 EUROS already paid for the two times 15 minutes break.

The real supplement in our example will thus amount to 10.0000 EUROS - 6.2500 EUROS = 3.7500 EUROS.

Example 2: A company gives a 20-minute paid break. with the same hourly rate as in the example above:

- 7 hours and 40 minutes performed work = 7 hours 40 minutes x 12.5000 EUROS = 95.8375 EUROS
  20 minute paid break 20 minutes x = 12.5000 EUR = 4.1625 EUROS
- Total = 100.0000 EUROS
- 10% of 100.0000 EUROS = 10.0000 EUROS. minus 4.1625 EUROS or 5.8375 EUROS.

The companies located in the 'Land van Waas' area (= the municipalities of Beveren. Lokeren. Sint-Gillis-Waas. Sint-Niklaas. Stekene and Temse). which in average over the morning and the afternoon shifts. pay 10% of shift allowance. also meet the provisions of this CLA regardless of whether or not the shifts are rotating and regardless of the number of blue collar workers employed in the different shifts.

Shifts in the working hours

Art. 5. The fact that a team of blue collar workers' working hours have been shifted in comparison to the normal company working hours. gives no conventional right to a wage supplement for work in successive shifts.

However. if the shift in the working hours is such. that part of the hours falls outside the normal working hours schedule. i.e. outside the hours considered by the Labour Act as normal working hours. in other words when the working hours bridge the period from 6 am to 8 pm in one or the other direction. it is assumed that the minimum supplement for work in successive shifts is applied.

There is one exception to this derogation. when such shift in the working hours is expressly requested by the blue collar workers themselves.

Final provisions

This collective labour agreement comes into effect on 1 January 2009. This collective labour agreement is concluded for an indefinite period.

### East Flanders

**CLA of 25 November 2008 (90438) (R.D. 17/03/2010 – B.O.G. 24/06/2010)**

Provision

Art. 3. A work is done in successive shifts when 2 or 3 shifts of blue collar workers succeed each other in the course of the same day. after having performed their normal working hours. at the same job or on the same machines.

Wage Supplement for work in successive shifts

Art. 4. The wage supplement shall amount at least up to 10% for day shifts and at least up to 20%.for the night shift. It is agreed upon that the wages paid for the rest period shall be considered as part of the above percentages.

Example 1: Double shift - for 8 hours of attendance only 7 hours 30 minutes of work shall be performed plus twice 15 minutes paid break:

- A blue collar worker earns € 12.5000 per hour on 1 April 2008 (expressed in the 38-hour week).
- 7 hours 30 minutes performed work = 7 hours 30 minutes x 12.5000 EUR = 93.7500 EUROS
- 2 x 15 minute paid break = 30 minutes x 12.5000 EUR = 6.2500 EUROS
- Total = 100.0000 EUROS

The supplement for work in dual shifts must be at least amount up to 10% of 100.0000 EUROS. or 10.0000 EUROS. which include the 6.2500 EUROS already paid for the two times 15 minutes break.

The real supplement in our example will thus amount to 10.0000 EUROS - 6.2500 EUROS = 3.7500 EUROS.

Example 2: A company gives a 20-minute paid break. with the same hourly rate as in the example above:

- 7 hours 40 minutes performed work = 7 hours 40 minutes x 12.5000 EUROS = 95.8375 EUROS
- 20 minute paid break 20 minutes x = 12.5000 EUROS = 4.1625 EUROS
- Total = 100.0000 EUROS
- 10% of 100.0000 EUROS = 10.0000 EUROS. minus 4.1625 EUROS or 5.8375 EUROS.

The companies located in the ‘Land van Waas’ area (= the municipalities of Beveren, Lokeren, Sint-Gillis-Waas, Sint-Niklaas, Stekene and Temse), which in average over the morning and the afternoon

shifts. pay 10% of shift allowance. also meet the provisions of this CLA regardless of whether or not the shifts are rotating and regardless of the number of blue collar workers employed in the different shifts.

Shifts in working hours

Art. 5. The fact that a team of blue collar workers' working hours have been shifted in comparison to the normal company working hours. gives no conventional right to a wage supplement for work in successive shifts.

However. if the shift of the working hours is such. that part of the hours falls outside the normal working hours schedule. i.e. outside the hours considered by the Labour Act as normal. in other words when the working hours bridge the period from 6 am to 8 pm in in one or the other direction. it is assumed that the minimum supplement for work in successive shifts is applied.

There is one exception to this derogation when such shift of the working hours is expressly requested by the blue collar workers themselves.

Final provisions

This collective labour agreement comes into effect on 1 January 2009. This collective labour agreement is concluded for an indefinite period.

## West-Hainaut (Ath. Tournai and Mouscron)

**CLA of 26 November 2001 (60763) (R.D. 05/06/2004 – B.O.G. 13/07/2004)**

Conversion into Euros

B. Implementation

4. The conversion of the sums specified in the collective labour agreements of 3 and 16 March 1992, declared generally binding by Royal Decree of 7 October 1994 (Belgian Official Gazette of 17/03/1995) applies to the West-Hainaut region.

On 1 January 2002

| | | | |
|---|---|---|---|
| Day-shift | 17.83 BEF | or | 0.4420 EUROS |
| Night-shift | 33.04 BEF | or | 0.8190 EUROS |

*Duration*

Art.12 This collective labour agreement comes into effect on 26 November 2001 and is concluded for an indefinite period.

## Hainaut – Centre

**CLA of 26 November 2001 (60763) (R.D. 05/06/2004 – B.O.G. 13/07/2004**

Conversion into Euros

B. Implementation

3. The conversion of the sums specified in the collective labour agreements of 10 and 16 March 1992. declared generally binding by Royal Decree of 26 October 1994 (Belgian Official Gazette of 20 December 1994) applies to the "Hainaut - Centre region ".

Art. 9. The wage rates for shift work will amount up to:

On 1 January 2002

| | | | |
|---|---|---|---|
| Morning | 15.80 BEF | or | 0.3917 EUROS |
| Afternoon | 17.02 BEF | or | 0.4219 EUROS |
| Night | 35.35 BEF | or | 0.8763 EUROS |

Duration

Art.12 This collective labour agreement comes into effect on 26 November 2001 and is concluded for an indefinite period

Hainaut - Mons-Borinage region

**CLA of 26 June 1989 (25253) (R.D. 13/08/1990 – B.O.G. 29/09/1990)**
**amended by the CLA of 26 November 2001 (60763) (R.D. 05/06/2004 – B.O.G. 13/07/2004)**

Article 1. This CLA applies. with the exception of the SA GTE. A.T.E.A. and SA Bell Telephone located in the Mons-Borinage region and enterprises assembling bridges and metal skeletons.

Adjustment of wage scales according to the indexation and adjustment of the basic wage to the guaranteed minimum wage in the sector of fabricated metal products

Art. 4. It has been decided that an overtime payment will be awarded in the following cases:

a) Consecutive shifts or shifting working hours.

In the case of work organized in successive shifts or in case of occasional shifts in the working hours. the blue collar workers employed in one of these shifts or to whom the altered working hours apply. irrespective of the category to which they belong.  will be awarded an overtime payment as follows:

The overtime pay for work in successive shifts is set on the basis of a total amount of EUROS 0.9554. to be divided between two shifts in a dual shift system. and a total of EUROS 1.9108 to be divided between the three shifts in a three shifts system. of which EUROS 0.9554 just for the night shift.

The totals listed above are divided among the different shifts at company level through an agreement between the employer and the trade union delegation.

They are linked to the consumer price index, concluded in accordance with agreement concluded in the Joint Bargaining Committee for the metal, machinery and electrical construction.

Art.7. This collective labour agreement comes into effect on 1 June 1989 and is concluded for an indefinite period

(Article 4 is amended from 26 November 2001.)

#### 2.2.1.3 Overtime

**CLA of 19 June 2017 (142104) (R.D. 23/02/2018 - B.O.G. 08/03/2018)**

Replacing the CLA of 28 March 2007 on the introduction of a plus minus account

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

- active in the construction and assembly of motor vehicles, trucks and buses, and in the manufacture of parts and accessories for motor vehicles,
- active in the construction of machines, equipment and tools,

as long as they are located in the Flemish provinces or in the Brussels-Capital Region and belong to the Joint Committee for Metal, Mechanical and Electrical Constructions.

Art. 4. Motivation

The companies that fall within the scope as defined in Article 1 of the current CLA cumulatively meet the following characteristics:

1. they belong to a sector characterized by strong international competition;
2. they are characterized by long production or development cycles over several years, so that the entire company or a homogeneous part of it is facing a prolonged substantial increase or decrease of the work volume;
3. 3° they are characterized by the need to absorb a sharp rise or fall in demand of a newly developed product or service;
4. 4° they are facing specific economic reasons which make it impossible to respect the average working week within the reference periods prescribed by the Labour Law of 16 March 1971.

The above four characteristics are proved conclusively by the following elements:

- In recent years, these companies have been forced to implement far-reaching adjustments following the liberalization of the European and world markets;
- The relentless pressure of competition and the emergence of the growth markets influence the investment decisions of these companies;
- The competition is not only present between the different companies, but also within one company, both at the European and global level;
- Characteristic of the companies concerned is the fact that the activity they pursue is determined by long production cycles over several years;
- In order to meet this rapidly rising or falling demand of these products during the production cycle, it should be possible to respond to these substantial respective increases or reductions of work. Given the long production cycles, it is not possible to organize this within the existing legislation without exceeding certain reference periods referred to the Labour Law of 16 March 1971.

Art. 7. Sectorial framework

Pursuant to Article 208 § 2 of the Law, the following limits are set:

3° The maximum exceeding of the daily and weekly working hours and the maximum number of hours exceeding the average allowable working hours:

1) The daily limit may not exceed 10 hours per day;
2) The weekly limit is a maximum of 48 hours per week;
3) The maximum number of hours exceeding the average allowable working time is 240 hours.
4) Description of the components of the field of competence of the joint body involved:

the definition of the components of the field of competence of the joint body to which the Article 208, § 2, 4° of the Law refers corresponds to all companies falling within the scope of this collective labour agreement and invoking the grounds provided for in Article 204 of the Law recognised by the Minister of Employment on the unanimous and consistent opinion of the National Labour Council.

Art. 8. Procedure at company level

§ 1. Before any initiative at company level to introduce the system of the plus minus account, the company shall make a simultaneous communication to the Joint Committee and to the blue-collar workers' representatives at company level of its motivated intention to introduce the plus minus account system.

From the announcement of this intention, a 6-week period of information and consultation at company level begins. The negotiations at company level on the introduction of the plus minus account can only start at the end of this 6-week period in accordance with the legal and sectoral framework.

§2. A company shall only be allowed to apply the deviant scheme introduced by this CLA, provided a collective labour agreement at company-level is concluded between the employer and all representative trade unions represented in the trade union delegation

In the absence of a trade union delegation, the CLA shall be negotiated with all unions represented in the joint bargaining committee.

The CLA on the deviant regime is sent for information to the chairman of the joint bargaining committee

§3. A company seeking to apply the deviant regime introduced by this CLA shall have to substantiate in the CLA at the company level that it cumulatively meets the criteria of Article 204 of the Law.

The reasons invoked in the CLA shall be recognized in advance by the Minister of Employment, on the unanimous and consistent opinion of the National Labour Council.

§ 4. The CLA concluded at company level shall, within the limits set by Article 7, state the concrete implementation terms.

At least the following items should be specified:

1. the working time limits;
2. the duration and the beginning of the applicable reference period
3. as far as the working hours are concerned:

- The applicable working hours;
- The way a change of working hours may be implemented;
- The manner in which and the period within which the working hours shall be communicated to the workers;

4. an agreed-upon framework relating to temporary unemployment in particular a description of the specific cases, the procedure that is to be followed and also the consequences for the continuation of the plus minus account;
5. the nature of the employment contracts of the blue collar workers involved in the plus minus account ;
6. the arrangement of the consequences in the event of recruitment and termination of employment contract;
7. . the effects on the maintenance or promotion of employment (see Annex) ;
8. . the method of calculating the average wage allocated in the reference period ;
9. the monthly information to the blue collar workers concerned:

- In particular the discussion of the social document informing the blue collar worker on the state of his performances in comparison to the average working week that he is understood to perform;

10. the holiday arrangement and other events outside of temporary unemployment, which may result is a suspension of the employment contract;
11. defining and arranging the situations where overtime is possible.

§5. Contrary to the Articles 11 and 12 of the Act of 8 April 1965 establishing the work rules, the provisions of the CLA concluded pursuant to and in accordance with the provisions of this Article, changing the work rules, are registered in these work rules as soon as this CLA has been registered at the Registry of the Federal Public Service Employment, Labour and Social Dialogue

Art.9. Duration

This collective labour agreement is signed for an indefinite period and comes into force on July 1st, 2017, subject to being approved by the Minister of Employment following the unanimous opinion and assent of the National Labour Council.

Annex to the CLA of 19 June 2017 establishing a plus minus account

One of the intentions of the introduction of plus minus account schemes is to stabilize as much as possible employment in companies or even to expand. It.

This means that the company collective labour agreements should specify the effects of the introduction of such a scheme for the maintenance or promotion of employment in the company.

This also means that, should a problem of employment arise in the company, no compulsory redundancies for economic reasons shall be put through.

## 2.2.2 Subsector FITTERS OF BRIDGES AND METAL CROSSBEAMS

### 2.2.2.1 End of year bonus

**CLA of 19 December 2023 (186121) (R.D. 04/07/2024 – B.O.G. 26/07/2024)**

Art. 4. Amount and basis for calculation

§1. The end-of-year bonus is set at 8.33% of the annual gross wage:

- Excluding the wages guaranteed in case of illness, but including the normal wage corresponding to the first fourteen calendar days of sick leave, as long as the period was continuous.
- The normal wage that should be taken into account equals the wages that would have been paid for the actually worked days;
- - Excluding the wages for additional performances, like extra pay;
- - Increased by:
    - The normal wage corresponding to all days of absence due to an industrial accident, insofar as there are performances during the reference year;
    - The normal wage for absence days to celebrate family events or for fulfilling civic obligations or civil missions;
    - The normal wages for legal holidays;

- The normal wages for absence days during the period of suspension of the employment contract because of pregnancy and maternity leave;
- The normal wages for hours worked under the bridging time provided for in the Royal Decree of 11 January 2001 (Belgian Official Gazette of 24 January 2001);
- The normal wages for the days of absence as a result of a full period of birth leave;
- The normal wages capped in the event of paid educational leave.

§2 The salary paid for compensation days in connection with overtime or reduction of working time forms an integral part of the gross annual salary to be taken into consideration for the calculation of the end-of-year bonus.

§3. The parties recommend that the "annual gross income" also includes all the hours worked under the Royal Decree of 11 January 2001 on travel time (B.O.G. 24 January 2001).

Art. 5. Time of payment

From the 2018 end-of-year bonus, the amount of the end-of-year bonus or the balance of this amount in the event of payment of instalments shall be paid during the month of December following the reference year, except in the case of Article 6, § 2 and § 3. The premium is paid at the time of departure.

Art. 6. Beneficiaries

§1. The amount is payable to the blue-collar workers registered on 30 November of the reference year in the personnel registry of the company.

§ 2. The beneficiaries of a worker who dies during the reference year are entitled to the end-of-year bonus on the basis of the gross salary that the person concerned received.

§3. From 1 July 2017, the percentage of 8.33% is applied to the wages earned during the reference year, according to the same rules as under Article 4: for the blue-collar workers whose contract ends during the reference period, regardless of how the employment contract is terminated (except in the event of dismissal of the worker for serious reasons by the employer).

In the event of resignation submitted by the worker, there is also a right to the end-of-year bonus provided that the blue-collar worker has a seniority of one year or more in the company.

Art. 7. Notion of reference year

§3. From the 2019 end-of-year bonus, the reference period for calculating the end-of-year bonus shall be from 1 December of the year preceding the year to which the bonus relates to 30 November inclusive of the year to which the allowance relates.

Conversion of the end-of-year bonus into other benefits

Art. 8 . Conditions

§ 1. The end-of-year bonus described in this collective labour agreement may be converted into days off or may be used for a bicycle lease if the following cumulative conditions are met:

A. The conversion may not exceed half of the end-of-year bonus;
B. The conversion is only possible if it has been confirmed in a collective labour agreement at company level;
C. The conversion must always be carried out on a voluntary basis (individual agreement in addition to of collective labour agreement at company level);

D. The conversion must be based on cost neutrality (the conversion of a part of the end-of-year bonus may not entail any cost savings);

E. Workers must receive information in advance about the implications of converting the end-of-year bonus.

§ 2. Because of the cost neutrality of the conversion, all employer costs for the end-of-year bonus must be taken into account when determining the budget that may be used for a bicycle lease and/or for days off.

This includes at least:

- The quarterly employer contributions to the NSSO;
- The yearly employer contribution for holiday pay;
- The yearly employer contribution for holiday pay;
- The employer contributions to the subsistence protection fund
- The employer contributions to the supplementary sectoral pension (for member-employers);
- The possible employer contributions to a supplementary sectoral pension plan at company level.

When determining the budget that may be used for a bicycle lease and/or for days off, the real employer costs of the bicycle lease or of the allocation of days off may also be taken into account. These employer costs must be communicated in a detailed and transparent manner.

§ 3. The CLA at company level referred to in article 8, § 1, b) contains at least:

- a detailed description of the calculation method for the cost of the bicycle lease and/or of days off;
- the exact calculation method for the budget for the bicycle lease and/or for the conversion into days off;
- which workers can opt for this system

§ 4. The terms and conditions, as well as the implications of the bicycle lease and/or of the conversion into days off that are offered in application of in this chapter, are to be discussed with the competent union delegation. In the absence of a union delegation, they are to be discussed with the workers, who may be assisted by a union secretary.
This covers all relevant aspects of the employer's offer, and at least the possible duration of the bicycle leasing period and the arrangements in case of early termination.
The terms and conditions must be applied in a non-discriminatory manner to all workers who take up the offer. All workers must be fully and clearly informed about this.

§ 5. An individual agreement stating the main terms and conditions will be concluded between the worker who wishes to take up the bicycle leasing offer described in application of this chapter and the employer. This agreement may not conflict with the collective labour agreement referred to in article 8, § 1, b).

This includes at least:

- The amount that is substracted from the end-of-year bonus;
- The date of entry into force and the duration of the bicycle leasing period;
- The practical arrangements at the end of the bicycle leasing period;

- The arrangements in case of early termination of the bicycle lease;
- The worker's commitment to using the bicycle to commute to and from work.

Art.9. Moment of choice

§ 1. The worker chooses individually and on a voluntary basis whether or not to take up the option offered to convert part of the end-of-year bonus into an alternative benefit.
The times at which workers can make this choice are determined at company level in accordance with the provisions in article 8.

§ 2. The possibility of conversion into an alternative benefit can be applied for the first time on the end-of-year bonus of 2023. With regard to subsequent end-of-year bonuses, this option may be provided at the latest at the end of the relevant reference period.".

- *Duration*

Art. 10. This collective labour agreement comes into effect on 1 October 2023 and is concluded for an indefinite period.

However, Article 8, § 3 does not apply if a company collective labour agreement pursuant to Article 8, § 1 has been concluded before December 19th, 2023.

#### 2.2.2.2 Holiday allowance

**CLA of 13 November 2023 (184546) (R.D. 01/09/2024- B.O.G. 04/10/2024)**

Art. 7. Holiday allowance

§ 1. The workers employed by the said employer. are granted a holiday allowance

From 1 October 2023 onward, the holiday allowance amounts to € 180.19 or € 16.38 per performed month with a maximum of 11 performed months per year

This amount will be indexed at the same rate as wages on 1 July 2024

§2. For workers who are employed in the course of the calendar year or who leave the company a pro rata arrangement is applicable whereby each month counts as a full month.

§ 3. The payment of the holiday allowance coincides with the last wage payment before 1 July.

§ 4. By "employed by" is meant being registered in the company's personnel register referred to in Article 1 of this Agreement.

The reference period begins on January 1st and ends on 31st of December of the previous calendar year.

Art. 9. Duration and termination

This collective labour agreement comes into effect on 1 October 2023 and is concluded for an indefinite period.

#### 2.2.2.3 Bonus for night work

**CLA of 13 November 2023 (184546) (R.D. 01/09/2024- B.O.G. 04/10/2024)**

Art. 2. Bonus for night work

Night work, this is work performed from 8 pm to 6 am. has an exceptional feature. The blue collar workers employed on such tasks shall receive a bonus equal to 25% of the hourly wage paid for the working hours comprised between the limits provided for by the act on the working hours.

Art. 9. *Duration and termination*

This collective labour agreement comes into effect on 1 October 2023 and is concluded for an indefinite period.

#### 2.2.2.4 Bonus for difficult work

**CLA of 13 November 2023 (184546) (R.D. 01/09/2024- B.O.G. 04/10/2024**

Art. 3. Bonus for difficult work

A bonus equal to 10% of the minimum hourly wage paid for the working hours understood between the limits of the legislation the on working time limits. is awarded to the blue collar workers having to perform unhealthy. unpleasant or painful work.

Under "specified work" should be understood:

- Work performed on gas generators and pipelines. gas furnaces in operation. fuel oil tanks;
- Work performed in abnormally humid. dusty. greasy and oily places;
- Work performed by blue collar workers as they are exposed to the effects of fire. water. gases. acids and caustics

This bonus is payable only during the time when the blue collar workers above perform the provided activities.

Art. 9. Duration and termination

This collective labour agreement comes into effect on 1 October 2023 and is concluded for an indefinite period.

#### 2.2.2.5 Separation premium

**CLA of 13 November 2023 (184546) (R.D. 01/09/2024- B.O.G. 04/10/2024**

*Premiums*

Art. 4. Separation Premium

The blue collar workers, spending the night outside their place of residence for occupational reasons, receive a separation premium of € 16.37 per night (from 1 October 2023)

This amount will be indexed at the same rate as wages on 1 July 2024

Art. 9. Duration and termination

This collective labour agreement comes into effect on 1 October 2023 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.

## 3.1 Subsector INDUSTRIAL METALWORK / Subsector SMALL-SCALE METALWORK

### 3.1.1 Transport costs

**CLA of 13 November 2023 (185542) (R.D. 01/09/2024 – B.O.G. 09/01/2025)**

#### 3.1.1.1 Public transport

Art.3. From 1 July 2019, the collective labour agreement no. 19/9 of 23 April 2019, concluded within the National Labour Council, on the employer's financial intervention in the cost of public transport for workers, as amended by the collective labour agreement no. 19/10 of 28 May 2019, will apply.

From January 1st, 2024, the amounts of this employer's financial contribution will be increased by 12.5 p.c. as an advance on future increases in the contribution provided for in collective labour agreement no. 19/9.

For that part of the home-workplace journey travelled by means of transport other than public transport, the other provisions of this sectoral collective labour agreement shall apply.

As an additional incentive to use public transport to go to work, the signatory parties recommend that companies apply the possibility of the third-party payer agreement where possible.

In this context, the signatory parties draw the attention of companies to the positive impact that the possibility of deducting VAT may have on the cost of using the third-party payment system.

#### 3.1.1.2 Intervention for other means of transport

Art.4. For each day worked, the employer pays the worker an intervention in the travel expenses.

The amount of this intervention depends on the means of transport and the round trip distance between home and workplace. This intervention is paid monthly.

*Data*

Art. 5. The worker must provide the employer with all the necessary information concerning their home, the means of transport used and the number of kilometres between home and workplace.

The worker shall communicate any changes to these data to the employer as soon as possible.

The employer may at any time verify the authenticity of these data and ask for supporting documents to be provided.

#### 3.1.1.3 Distance of home-workplace travel

Art.6. To determine the distance travelled between home and workplace or part of that journey, the shortest route for the means of transport concerned is taken into account, unless otherwise agreed at company level.

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

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

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

#### 3.1.1.4 Compensation for the use of the bicycle

Art.7. Workers who declare that they use a bicycle and actually use it for their home-workplace journeys are entitled to a bicycle allowance. This allowance amounts to EUR 0.27 per kilometre actually cycled, with a maximum of EUR 10.80 per working day.

“Home-workplace travel by bicycle" should be understood as: journeys actually made between home and workplace by cycle, motorised cycle or speed pedelec, as defined in the general regulations on road traffic policing, it being understood that motorised cycles and speed pedelec are only taken into consideration when they are electrically propelled.

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

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

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

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

#### 3.1.1.5 Allowance for another means of transport

Art.8. A worker who uses a means of transport other than a bicycle or public transport is entitled to a contribution towards travel expenses of EUR 0.084 per kilometre travelled, up to a maximum of EUR 9.20 per working day.

However, the contribution per working day will be a minimum of EUR 1.69 for journeys up to 20 kilometres and a minimum of EUR 2.03 for journeys from 21 kilometres.

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

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

Control

Art. 9. The employer may at any time monitor the use of the bicycle or other means of transport and check whether the worker actually uses it for such journeys.

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

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

Any sanctions must be included in the work rules.

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

#### 3.1.1.6 Organised collective transport

Art.10 § 1. Where an employer or group of employers organises collective transport of workers, this collective labour agreement shall be deemed to have been implemented as soon as the charges to the company per worker for the same distance are equal to the compensation that would have been due if the transport had taken place by train.

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

§ 2. When calculating the distance, account should be taken of the fact that organised collective transport does not generally follow the direct route between the worker's home and workplace. Where appropriate, the distance to be used as a basis for compensation from the employer will be determined on an equal footing at company level.

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

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

#### 3.1.1.7 Compensation for special travel

Art.11 § 1. The employer shall reimburse the worker for actual travel expenses incurred in attending training courses at the employer's request.

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

#### 3.1.1.8 More favourable provisions

Art.12. In the event that different, more favourable provisions on certain points of this collective labour agreement are in force in companies, these may be maintained.

#### 3.1.1.9 Duration

Art.15 This collective labour agreement is concluded for an indefinite period and takes effect from 1 January 2024

#### 3.1.1.10 Appendix to the collective labour agreement of 13 November 2023

Reimbursement table for home-workplace

| Total distance travelled for the round trip journey in km | Transport by bicyle<br>Amount per working day | Total distance travelled for the round trip journey in km | Other means of transport -<br>Amount per working day | Total distance travelled for the round trip journey in km | Other means of transport -<br>Amount per working day |
|---|---|---|---|---|---|
| **1** | 0.27 | 1-20 | 1.69 | 67 | 5.65 |
| **2** | 0.54 | 21-24 | 2.03 | 68 | 5.74 |
| **3** | 0.81 | 25 | 2.11 | 69 | 5.82 |
| **4** | 1.08 | 26 | 2.19 | 70 | 5.91 |
| **5** | 1.35 | 27 | 2.28 | 71 | 5.99 |
| **6** | 1.62 | 28 | 2.36 | 72 | 6.08 |
| **7** | 1.89 | 29 | 2.45 | 73 | 6.16 |
| **8** | 2.16 | 30 | 2.53 | 74 | 6.24 |
| **9** | 2.43 | 31 | 2.62 | 75 | 6.33 |
| **10** | 2.70 | 32 | 2.70 | 76 | 6.41 |
| **11** | 2.97 | 33 | 2.78 | 77 | 6.50 |
| **12** | 3.24 | 34 | 2.87 | 78 | 6.58 |
| **13** | 3.51 | 35 | 2.95 | 79 | 6.67 |
| **14** | 3.78 | 36 | 3.04 | 80 | 6.75 |
| **15** | 4.05 | 37 | 3.12 | 81 | 6.83 |
| **16** | 4.32 | 38 | 3.21 | 82 | 6.92 |
| **17** | 4.59 | 39 | 3.29 | 83 | 7.00 |
| **18** | 4.86 | 40 | 3.38 | 84 | 7.09 |
| **19** | 5.13 | 41 | 3.46 | 85 | 7.17 |

| Total distance travelled for the round trip journey in km | Transport by bicyle<br>Amount per working day | Total distance travelled for the round trip journey in km | Other means of transport -<br>Amount per working day | Total distance travelled for the round trip journey in km | Other means of transport -<br>Amount per working day |
|---|---|---|---|---|---|
| **20** | 5.40 | 42 | 3.54 | 86 | 7.26 |
| **21** | 5.67 | 43 | 3.63 | 87 | 7.34 |
| **22** | 5.94 | 44 | 3.71 | 88 | 7.43 |
| **23** | 6.21 | 45 | 3.80 | 89 | 7.51 |
| **24** | 6.48 | 46 | 3.88 | 90 | 7.59 |
| **25** | 6.75 | 47 | 3.97 | 91 | 7.68 |
| **26** | 7.02 | 48 | 4.05 | 92 | 7.76 |
| **27** | 7.29 | 49 | 4.13 | 93 | 7.85 |
| **28** | 7.56 | 50 | 4.22 | 94 | 7.93 |
| **29** | 7.83 | 51 | 4.30 | 95 | 8.02 |
| **30** | 8.10 | 52 | 4.39 | 96 | 8.10 |
| **31** | 8.37 | 53 | 4.47 | 97 | 8.18 |
| **32** | 8.64 | 54 | 4.56 | 98 | 8.27 |
| **33** | 8.91 | 55 | 4.64 | 99 | 8.35 |
| **34** | 9.18 | 56 | 4.73 | 100 | 8.44 |
| **35** | 9.45 | 57 | 4.81 | 101 | 8.52 |
| **36** | 9.72 | 58 | 4.89 | 102 | 8.61 |
| **37** | 9.99 | 59 | 4.98 | 103 | 8.69 |
| **38** | 10.26 | 60 | 5.06 | 104 | 8.78 |

| Total distance travelled for the round trip journey in km | Transport by bicyle<br>Amount per working day | Total distance travelled for the round trip journey in km | Other means of transport -<br>Amount per working day | Total distance travelled for the round trip journey in km | Other means of transport -<br>Amount per working day |
|---|---|---|---|---|---|
| **39** | 10.53 | 61 | 5.15 | 105 | 8.86 |
| **40** | 10.80 | 62 | 5.23 | 106 | 8.94 |
| **More 40** | 10.80 | 63 | 5.32 | 107 | 9.03 |
| | | 64 | 5.40 | 108 | 9.11 |
| | | 65 | 5.48 | 109 | 9.20 |
| | | 66 | 5.57 | More 109 | 9.20 |

### 3.1.2 Mobility allowance

**CLA of 21 February 2022 (173800) (R.D. 03/02/2023 – B.O.G. 06/04/2023)**

Article 1. This collective labour agreement applies to the employers of companies under the jurisdiction of the Joint Committee for the metal, mechanical and electrical construction, with the exception of bridge and steel framework construction companies, and their manual workers, who move from their home, from the place of employment, provided that this only serves as a pick-up point, or from the pick-up point to the (first) construction site and vice versa from the (last) construction site, regardless of the means of transport, whether or not made available by the employer.

A construction site can never be the place of employment.

Art. 3. The employer shall pay a mobility allowance to the manual workers referred to in Article 1.

The amount of the mobility allowance shall be EUR 0.1579 /km.

Art. 4. In companies where other forms of travel allowances already exist, the provisions of this CLA may be integrated into the existing scheme at company level by a collective labour agreement without prejudice to the existing more favourable scheme.

The provisions thus defined at company level will be applicable to all manual workers, including new entrants.

The application of this CLA may not lead to an increase in costs for the employer or a reduction in the manual worker's income in companies where other forms of compensation for the above mentioned journeys already exist.

In companies where there are no other forms of compensation for the journeys referred to in Article 1 above, Article 3 must be applied.

The more favourable schemes existing at company level continue to apply, including for newly recruited manual workers.

Art. 5. This CLA comes into force on 1 January 2022 and is valid for an indefinite period.

## 3.2 Subsector FITTERS OF BRIDGES AND METAL CROSSBEAMS

### 3.2.1 Transport costs

**CLA of 13 November 2023 (184541) (R.D. 04/07/2024– B.O.G. 26/07/2024)**

#### 3.2.1.1 Scope of apllication

Article 1.§1 This collective labour agreement applies to employers and manual workers in companies belonging to the Joint Committee for metal, mechanical and electrical constructions, with the exception of the sector of metal manufacturing enterprises.

§2. The term "metal bridge and framework construction companies" means companies specialised in the assembly, dismantling and demolition on outdoor sites of structures and accessories for bridges, tanks, gasometers, large boiler works, heavy mechanical parts, oil installations, as well as in the handling of heavy parts and the assembly of scaffolding.

These companies generally work for companies that have manufactured the equipment referred to in the previous paragraph or for those that have purchased it and use it.

This CLA also applies to foreign companies carrying out assembly work in Belgium with foreign personnel.

Art. 2. The provisions of this agreement shall apply irrespective of the distances travelled. The distance, calculated round trip, shall be rounded up or down to the nearest kilometre, depending on whether or not the kilometre section reaches and/or exceeds 500 metres.

#### 3.2.1.2 Public transport

Art. 3. In the event of use of public transport, collective labour agreement no. 19/9 of April 23rd, 2019, concluded within the National Labour Council, concerning the employer's financial contribution to the cost of public transport for workers, as amended by collective labour agreement no. 19/10 of May 28th, 2019, shall apply.

From January 1st, 2024, the amounts of this employer's financial contribution will be increased by 12.5 p.c. as an advance on future increases in the contribution provided for in collective labour agreement no. 19/9.

For that part of the home-workplace journey travelled by means of transport other than public transport, the other provisions of this sectoral collective labour agreement shall apply.

As an additional incentive to use public transport to go to work, the signatory parties recommend that companies apply the possibility of the third-party payer agreement where possible.

In this context, the signatory parties point out to companies the positive impact that the possibility of VAT deduction can have on the cost of using the third-party payer agreement.

#### 3.2.1.3 Private transport

Art. 4. For manual workers who do not use public transport, the employer's contribution is calculated on the basis of the table annexed to this collective labour agreement. Private transport is understood to mean all possible means of private transport.

Art.5. Indexation

This table is linked to the smoothed health index. From the calendar year 2021 onwards, indexation will take place automatically on 1 February of each calendar year.

The starting point will be the smoothed health index on 1 January 2020.

To index the amounts in this table, the smoothed health index for the month of January of the current year, preceding the month of February, must be compared to the smoothed health index for the month of January of the previous year.

The results are mathematically rounded to the 2nd decimal place.

#### 3.2.1.4 Bicycle allowance

Art.6. Workers who declare that they use a bicycle and actually use it for their home-workplace journeys are entitled to a bicycle allowance.

The employer shall confirm each year, at the request of the manual worker, the necessary data enabling the worker to demonstrate their use of the bicycle.

These data include the distance taken into account to the workplace, the number of days present at work and the allowance paid.

This allowance amounts to EUR 0.27per kilometre actually cycled, with a maximum of EUR 10.80 per working day.

Home-workplace travel by bicycle" should be understood as: journeys actually made between home and workplace by cycle, motorised cycle or speed pedelec, as defined in the general regulations on road traffic policing, it being understood that motorised cycles and speed pedelec are only taken into consideration when they are electrically propelled.

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

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

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

The employer shall confirm each year, at the request of the manual worker, the necessary data enabling the worker to demonstrate their use of the bicycle.

These data include the distance taken into account to the workplace, the number of days present at work and the allowance paid.

This allowance amounts to EUR 0.27per kilometre actually cycled, with a maximum of EUR 10.80 per working day.

Home-workplace travel by bicycle" should be understood as: journeys actually made between home and workplace by cycle, motorised cycle or speed pedelec, as defined in the general regulations on road traffic policing, it being understood that motorised cycles and speed pedelec are only taken into consideration when they are electrically propelled.

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

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

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

#### 3.2.1.5 Payment terms

Art.7. The intervention of the employer in the transport costs borne by the manual workers will be paid once a month.

The practical arrangements for the payment of the employers' contribution shall be jointly fixed at the company level.

If the employer so requests, workers are required to declare the means of transport they use. They will declare on their own initiative any change of residence or means of transport.

#### 3.2.1.6 Specific arrangements

Art.8. More favourable provisions

In the event that different, more favourable provisions on certain points of this collective labour agreement are in force in companies referred to in Article 1, these may be maintained.

#### 3.2.1.7 Organised collective transport

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

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

§ 2. When calculating the distance, account should be taken of the fact that organised collective transport does not generally follow the direct route between the worker's home and workplace. Where appropriate, the distance to be used as a basis for compensation from the employer will be determined on an equal footing at company level.

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

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

#### 3.2.1.8 Duration

This collective labour agreement is concluded for an indefinite period and takes effect from 1 January 2024.

#### 3.2.1.9 Appendix

| Single home-workplace distance (km) | Employer intervention per week (EUR) | Single home-workplace distance (km) | Employer intervention per week (EUR) |
|---|---|---|---|
| **1** | 2.46 | 43-45 | 30.69 |
| **2** | 4.89 | 46-48 | 32.65 |
| **3** | 7.35 | 49-51 | 34.15 |
| **4** | 7.88 | 52-54 | 35.26 |
| **5** | 8.58 | 55-57 | 36.68 |
| **6** | 9.12 | 58-60 | 38.05 |
| **7** | 9.54 | 61-65 | 39.42 |
| **8** | 10.09 | 66-70 | 41.51 |
| **9** | 10.67 | 71-75 | 42.90 |
| **10** | 11.21 | 76-80 | 45.65 |
| **11** | 11.91 | 81-85 | 47.04 |
| **12** | 12.45 | 86-90 | 49.11 |
| **13** | 13.00 | 91-95 | 51.19 |
| **14** | 13.55 | 96-100 | 52.54 |
| **15** | 14.10 | 101-105 | 54.65 |
| **16** | 14.81 | 106-110 | 56.73 |
| **17** | 15.36 | 111-115 | 58.79 |
| **18** | 15.89 | 116-120 | 60.87 |
| **19** | 16.57 | 121-125 | 62.23 |
| **20** | 17.15 | 126-130 | 64.32 |
| **21** | 17.69 | 131-135 | 66.40 |
| **22** | 18.26 | 136-140 | 67.77 |
| **23** | 18.94 | 141-145 | 70.53 |
| **24** | 19.51 | 146-150 | 73.31 |
| **25** | 19.90 | 151-155 | 73.31 |
| **26** | 20.76 | 156-160 | 76.07 |
| **27** | 21.14 | 161-165 | 77.46 |
| **28** | 21.58 | 166-170 | 78.86 |
| **29** | 22.41 | 171-175 | 81.60 |
| **30** | 22.83 | 176-180 | 83.00 |

| Single home-workplace distance (km) | Employer intervention per week (EUR) | Single home-workplace distance (km) | Employer intervention per week (EUR) |
|---|---|---|---|
| **31-33** | 23.80 | 181-185 | 85.75 |
| **34-36** | 25.72 | 186-190 | 87.14 |
| **37-39** | 27.25 | 191-195 | 88.52 |
| **40-42** | 29.35 | 196-200 | 92.25 |

# 4 Working hours

## 4.1 Working hours

### 4.1.1 Subsector INDUSTRIAL and SMALL-SCALE METALWORK

* 38 hrs./week. Average over the year (1.756 hrs.). Area of application: general (except the regions of the Centre. Liège and Luxemburg).

**CLA of 12 January 1987 (17248) ( R.D. 10/03/1988 – B.O.G. 14/04/1988)**

This CLA comes into effect on 1 January 1988 for an indefinite period.)

* 37 hrs./week. Average over the year - Area of application: Liège & Luxemburg

**CLA of 19 May 1980 (6347)-(R.D. 01/04/1981 -B.O.G. 28/04/1981)**

This CLA comes into effect on 1 January 1980 for an indefinite period

* 36 hrs./week. Average over the year (1.656 hrs.). Area of application: region of the Centre

“Centre". the region formed by the following municipalities: Anderlues, Binche, Braine-le-Comte, Chapelle-lez-Herlaimont, Trazegnies and Gouy-lez-Piéton, the municipalities in particular that have merged into the new municipality of Courcelles, Ecaussinnes, Enghien, Grand-Reng, the municipalities among others that have merged into the new municipality of Erquelinnes, Estinnes, La Louvière, Le Roeulx, Lobbes, Manage, Merbes-le-Chateau and Merbes-Sainte-Marie, the municipalities that have merged into the new municipality of Merbes-le-Chateau, Villers-Saint-Ghislain and Havre, municipalities that have amongst others merged into the new municipality of Mons, Morlanwelz, Seneffe, Silly, Thoricourt and Bassilly, the municipalities in particular that have merged into the new municipality Silly and Basilly, Horrues, Naast and Thieusies, municipalities that have amongst other merged into the new municipality Bassily.

**CLA of 21 October 2002 (65726) (R.D. 22/12/2003 – B.O.G.12/02/2004)**

This CLA comes into effect on 1 January 2003 for an indefinite period.

### 4.1.2 Subsector FITTERS OF BRIDGES AND METAL CROSSBEAMS

37 hrs./week. Average over the year (1.702 hrs). Area of application: general.

**CLA of 26 June 1989 (24498) (R.D. 26/06/1990 – B.O.G. 31/07/1990)**

This CLA comes into effect on 1 January 1989 for an indefinite period.

## 4.2 Public Holidays

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

## 4.3 Legal Holidays

20 Legal Holidays (in five-day system):

The legal holidays which the worker is entitled to, shall be calculated annually as a function of the sum of the number of worked days and equivalent days in the holiday service year.

More information on the site of the FPS ELSD:

https://employment.belgium.be/en/themes/international/posting/working-conditions-be-respected-case-posting-belgium/minimum-paid

## 4.4 Extra legal Holidays (Subsector INDUSTRIAL METALWORK)

* Zone “Centre”: 1 paid day of leave on the Feast of Wallonia (27/9).

**CLA of 19 May 1980 (6342) (R.D. 25/03/1981 – B.O.G.11/04/1981)**
This CLA comes into effect on 1 January 1980 for an indefinite period.)

* Land of Waas (not applicable to Shipyard Rupelmonde, Nieuwe Scheldewerven and Shipyard Kruibeke): 5 additional days of leave.

**CLA of 9 May 1979 (6086) (R.D. 24/04/1980 – B.O.G. 06/08/1980)**
This CLA comes into effect on 9 May 1979 for an indefinite period.

## 4.5 Extra legal public Holiday (Subsector FITTERS OF BRIDGES AND METAL CROSSBEAMS )

Additional Holiday:

1 additional day of leave at the occasion of the feast of the cultural community.

The foregoing also applies to the enterprises (excl. JLC 124). of which the main activity consists in renting services and / or equipment for all kinds of hoists. and performing all kinds of hoists under Subsector Fitters of Bridges and metal crossbeams.

The employer pays for this additional public holiday on the basis of the provisions of the Royal decree of April 18th, 1974 determining the general implementation rules of the Law of January 4th, 1974 relating to public holidays.

**(CLA of 21 November 2011 (107602) (R.D. 20/02/2013 – B.O.G 17/05/2013)**
This CLA comes into effect on 21 November 2011 for an indefinite period.