Joint Committee for construction (JC 124)

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)

With this wage data, this document meets the conditions for information in accordance with the Directive (EU) 2020/1057 of the European Parliament and of the Council of 15 July 2020 laying down specific rules with respect to Directive 96/71/EC and Directive 2014/67/EU for posting drivers in the road transport sector and amending Directive 2006/22/EC as regards enforcement requirements and Regulation (EU) No 1024/2012.

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

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 enterprises governed by the Joint Committee for construction for work performed in Belgium.

Institution and amendments

(0)	**R. D. 04.03.1975**	**B.OG. 19.04.1975**
(1)	**R. D. 15.10.1982**	**B.O.G.30.10.1982**
(2)	**R. D. 01.10.1987**	**B.O.G.16.10.1987**
(3)	**R. D. 20.01.1994**	**B.O.G.11.02.1994**
(4)	**R. D. 16.03.1995**	**B.O.G.29.03.1995**
(5)	**R. D. 13.02.2001**	**B.O.G.06.03.2001**
(6)	**R. D. 07.05.2007**	**B.O.G.31.05.2007**
(7)	**R. D. 04.08.2014**	**B.O.G.21.08.2014**

Article 1. The joint committee is responsible for the workers whose occupation is mostly of a manual nature and for their employers, and this for:

a) Enterprises whose normal purpose is to execute construction, alteration, completion, upkeep, repairing and demolition works of buildings;

- Enterprises and individuals constructing buildings repeatedly for their own account or in order to sell these buildings;
- Enterprises whose normal purpose is to hire equipment to the aforementioned enterprises;
- Enterprises whose normal purpose is the wholesale trade of new or recycled building materials, except the enterprises whose workers fall within the remit of another joint committee because of the specific nature of the sold equipment.
- “Wholesale trade of building materials” shall refer to the purchase, sale, transport, storage, packaging and all the other activities related to the trade of building materials.
- “Building materials” shall refer to the raw materials, finished materials and the material used for the construction, upkeep or repair of buildings.

The joint committee is not responsible for the enterprises classified in the same category as enterprises performing exclusively logistics activities on behalf of third parties as defined in the scope of the Joint committee for Transport and Logistics, except if these activities are an integral part of a trading activity;

- Enterprises whose normal purpose is to treat, store, sort and transform the waste, other debris and earth resulting from these activities during the works, whatever the used techniques and products are, except the recycling or/and transformation of synthetic or chemical products waste, as well as the industrial exploitation, treatment and recycling of waste, by-products and remnants through physics-chemical and/or chemical processes;
- Consultancy offices for soil analysis and stability studies.

The following activities are classified among the works carried out by these enterprises or assimilated to such works:

- Maritime and fluvial works, including the refloating of ships and boats and wrecks removal;
- Dredging works;

- Excavation and/or earth-moving works, including drilling, boring, well sinking, drainage, groundwater level lowering, groundwater purification resulting from excavating and earthmoving works;
- Foundation works, including piles, sheet piling and ground consolidation works through all kinds of systems;
- Works related to roads, airplane runways, bicycle lanes; pointing, cobbling and installation of roadsigns and markings;
- Masonry and concrete works, boiler masonry, industrial furnaces and similar structures, as well as factory chimneys and sewers construction;
- Production and installation of prefabricated products when these activities are performed by the enterprise as a main activity;
- Installation of prefabricated products;
- Restoration, cleaning and washing of façades and monuments;
- Demolition and levelling works, including demolition and/or withdrawal of asbestos or asbestos-containing materials;
- Asphalting and tarring works;
- Tiles and mosaic laying and all kinds of floor and wall covering works except with wood;
- Plastering and coating works;
- Repointing works;
- Stucco and staff works;
- Thermal and/or sound insulation work, except the preparation of the necessary chemical products and their subsequent application provided that the application of these products requires a particular knowledge of chemical processes or techniques;
- Roofing works;
- Carpentry works, except the assembly of steel structures;
- Glazing, mirror and stained-glass windows works and implementation of all kinds of transparent or translucent materials (including, besides the fixing of window panes, glass, mirrors, stained-glass windows and all kinds of transparent or translucent materials and the construction of transparent concrete walls and coating, the preparatory and ancillary works for the execution of these activities);
- Painting, decoration and wallpapers works;
- Marble works;
- Heating, ventilation and air-conditioning installation works;
- Sanitary works, including the installation of water purification plants;
- Railways construction and maintenance;
- Scaffolding installation works;
- Adaptation works in order to lay out sport and recreation grounds, parks, gardens, except when these works constitute the ancillary activity of an enterprise falling within the remit of the Joint committee for horticultural enterprises;
- Laying of various types of underground pipes, such as water supply system or electric cables;
- Concrete making in plants specially equipped to that end and/or delivery of concrete to users;

- Manufacture and installation of ornamental mantelpieces;
- Fences installation;
- Stone cutting works, except those falling within the scope of the Joint committee for the quarrying industry;
- Waterborne transport, carried out if necessary by one of the aforementioned enterprises in order to achieve the normal purpose of this enterprise;
- River and sea investigation enterprises, provided that they do not fall within the scope of another joint committee;
- Real estate companies;
- Production of asphalt to be used only for the construction of roads, in plants specially equipped to that end;
- Formwork and/or concrete release works;
- Swimming pools installation;
- Injections in façades and/or walls, except the preparation of the necessary chemical products and their subsequent application provided that the application of these products requires a particular knowledge of chemical processes or techniques;
- Pointing works on bridges and/or roads, except the preparation of the necessary chemical products and their subsequent application provided that the application of these products requires a particular knowledge of chemical processes or techniques;
- Concrete and/or concrete resin repair works, except the preparation of the necessary chemical products and their subsequent application provided that the application of these products requires a particular knowledge of chemical processes or techniques;
- Use of chemical products during the construction process and/or the upkeep and restoration of buildings, except the preparation of the necessary chemical products and their subsequent application provided that the application of these products requires a particular knowledge of chemical processes or techniques;
- Covering and/or watertight making of buildings and structures, except the preparation of the necessary chemical products and their subsequent application provided that the application of these products requires a particular knowledge of chemical processes or techniques;
- Soil remediation works, which do not imply the use of specific chemical processes, including ex situ and in situ cleaning, the storage and/or treatment of the removed and transported earth;
- Treatment of inert and non-hazardous waste in plants especially used for the treatment of waste resulting from construction works;

b) Enterprises whose activity is the manufacture and installation or the installation only of all kinds of wooden objects and products meant to become immovable by their intended use.

Also fall within the scope of this joint committee: the enterprises (in other words, natural or legal persons or individuals) which usually do not perform any activity in the construction sector but occasionally carry out construction works for their own account, by appealing to construction workers specially hired for that purpose, in order to sell the building, in full or in part. The competence of the joint committee is restricted to the duration of the works and to the aforementioned workers.

This joint committee is not responsible for the seagoing personnel of enterprises performing activities of dredging at sea.

2 Remuneration

2.1 Wage scale (gross)

January 2026: indexation%: 0.2185875

For companies where the payment periods do not begin to run on the first day of the month, the rule is that wage adjustments resulting from the linking to the index apply with effect from the next payment period onwards after the change.

CLA of 12 June 2014 (123 027) (R.D. 10/04/2015 – B.O.G. 06/05/2015)

This CLA comes into effect on 1 July 2014 for an indefinite period.

CLA of 1 December 2021 (170263) R.D. 26/06/2022 – B.O.G. 23/11/2022

This CLA comes into effect on 1 December 2021 for an indefinite period

2.1.1 Adults

Hourly schedule (on weekly basis) 40 hours/week – (Last update: 01/10/2026)

Category		Hourly wage
Cat. I		18,747 €
Cat. IA	(Cat. I + 5%)	19,680 €
Cat. II		19,985 €
Cat. IIA	(Cat. II + 5%)	20,984 €
Cat. III		21,254 €
Cat. IV		22,561 €
Head of team (III)	(Cat. III + 10%)	23,379 €
Head of team (IV)	(Cat. IV + 10%)	24,790 €
Foreman	(Cat. IV + 20%)	27,003 €

The hourly wage of the Head of a team has to be at least 10% higher than the wage.

For the head of a team consisting of blue collar workers with different professional qualifications, the wage paid to the head of a team may not be inferior to the conventional wage of the blue collar workers with the highest professional qualifications, plus 10 %.

CLA of 12 June 2014 (123570) (R.D. 10/04/2015 – B.O.G. 29/04/2015)

This CLA comes into effect on 1 July 2014 for an indefinite period

The seniority of a manual worker who, after a fixed-term contract or a replacement contract, is hired by the same employer with an open-ended contract, is taken into account for the determination of the salary scale and the notice period.

No new probationary period can be agreed upon if, after several fixed-term or replacement contracts of at least 6 months, a manual worker is hired for the same job with an open-ended contract.

CLA of 13 September 2007 (85650) R.D. 18/05/2008 – B.O.G. 03/07/2008

This CLA comes into effect on 1 November 2007 for an indefinite period.

2.1.2 Job classification

CLA of 12 June 2014 (123570) (R.D. 10/04/2015 - B.O.G.29/04/2015)
amended by CLA of 30 September 2019 (155 214) (R.D. 06/03/2020 - B.O.G.13/05/2020)
amended by CLA of 9 January 2020 (157.427) (R.D. 22/06/2020 - B.O.G.03/08/2020)
amended by CLA of 20 January 2022 (172.483) (R.D.14/10/2022 - B.O.G.22/12/2022)

art.5 is amended by CLA 155214 et CLA 157427
Art.6, 3rd paragraph, 3rd indent is amended by CLA 172483
Art.11bis added by CLA 172483

2.1.2.1 Scope

Art. 1. Under "blue collar workers" are to be understood: the male and female blue collar workers employed under a contract for blue collar workers referred to in Article 2 of the Act of 3 July 1978 on the employment contracts.

Art. 2. Without prejudice to the scope of the other joint committees, the working conditions set out in this CLA also apply to the blue collar workers employed by portions of companies referred to in Article 1, performing work not covered by the building sector, but which substantially contribute to the achievement of the main activity of those companies.

Art. 3. A supplementary agreement regulates certain working conditions of the blue collar workers employed on board the dredging equipment and of the blue collar workers who are employed after the construction of the dikes, with the exception of those employed in the preparation of the landfill and the raising of the dikes.

Another supplementary agreement regulates certain working conditions of the blue collar workers employed in the concrete mills that produce and supply ready-mixed concrete to third parties.

For the cases not envisaged by these supplementary agreements, the current CLA applies.

2.1.2.2 Category I

Art. 4: Belong to the category I:

- the workers responsible for the implementation of very simple work, such as cleaning-up the construction site, cleaning the buildings and of the site hut, as well as activities for which no specialization is required, such as for moving equipment and materials;
- the workers who begin their working life without having obtained a construction diploma after full-time education, as well as those who have completed training successfully within the framework of an industrial apprenticeship or an alternating work-linked training. For these workers, the employer shall assess and report after nine months, the degree of professionalism and increase, in case of positive evaluation, the wage to at least those of Class I A.

2.1.2.3 Category I A

Art. 5. Belong to the category I A:

- the blue collar workers referred to in Article 4, who demonstrate in the opinion of the employer more than average ability;
- the blue collar workers who begin their working life and who have obtained a construction diploma at the end of their full time education. After 6 months their wage amounts minimum to that of the category II. Within a period of maximum 24 months from the recruitment, they pass over to the category II A (same employer).The period of 24 months may be reduced by the employer if the blue collar worker deserves so in his opinion.

- The blue collar workers recruited after completion of an "individuele beroepsopleiding" (vocational training - IBO via VDAB), a "formation professionnelle individuelle en entreprise" (individual vocational training in companies - FPIe via Bruxelles Formation) and a "Plan Formation-Insertion" (PFI via FOREM) or an “Individuelle Berufsausbildung im Unternehmen” (IBU via ADG).

After six months their wage amounts minimum to that of the category II. Within a maximum period of 24 months from recruitment, they shall move to category II A (same employer). At the discretion of the employer, the period of 24 months can be reduced.

2.1.2.4 Category II

Art. 6. The category II includes blue collar workers who are not completely familiar with one of professions listed in the Articles 8 and 9.

Also belong to this category: the blue collar workers who demonstrate a certain degree of ability in the performance of their ordinary work.

Category II workers perform the following functions in particular:

- General construction work: Refractory bricklayer's assistant; bricklayer's assistant; miner's assistant; plasterer's assistant; ordinary concreter; paving tamper; sandblaster; wrecker; sealer behind the tamper (road works); gasworker; tarmacker; box leveler and preparer (road works); ordinary concrete polisher; mastic asphalt preparer; concrete mixer operator; marble polisher; rail installer; navvy;
- Working in compressed air: Bolt fixer; lead maker; cement projector;
- Demolition and/or removal of asbestos or materials containing asbestos: workers who use specific protective gear and are exposed to asbestos.

Their salary is increased to at least that of category II A provided they have obtained the person's certificate after a basic training of 32 hours and after 2 positive evaluations with the same employer (a first evaluation 6 months after the training, a second 1 year after the training). After a positive evaluation, they move to category III after 2 years. The evaluation must be carried out according to the criteria for a positive evaluation defined in the standard evaluation form drawn up by Constructiv, the welfare fund established for the construction sector.

New entrants who, within one year of employment, have not been enrolled in a training course to obtain the relevant person's certificate, automatically move to category II A after one year.

- Various: carter; driver of stationary or mobile steam engines; operator of simple lifting equipment.

2.1.2.5 Category II A

Art. 7. The blue collar workers belonging to the category II A are, as is laid down in Article 6, those workers who demonstrate in the opinion of the employer a more than average ability.

In the marble processing companies and in companies where white and blue stone is cut, the blue collar workers referred to in Article 6 shall be considered as workers belonging to the category II A.

The drivers of company vehicles with a loading capacity of less than 18 tonnes are regarded as blue collar workers of the category II A.

2.1.2.6 Category III

Art. 8. The category III includes the blue collar workers who know their job thoroughly and whose knowledge is acquired only through a serious apprenticeship in the workshop, on a construction site

or in a vocational training school, exercising their profession efficiently and skilfully for at least three years.

This three-year period may be reduced:

- for the workers who are in possession of a final diploma awarded by a vocational training school;
- for the degraders and removers of asbestos or materials containing asbestos.

The operators of motor vehicles with a loading capacity of 18 tonnes and more are assimilated to blue collar workers of the category III. The operators of the other trucks are also assimilated to blue collar workers of the category III provided they have at least 3 years of experience.

2.1.2.7 Category IV

Art. 9. Under the category IV come the blue collar workers whose professional skills are obviously higher than those of the blue collar workers of the category III.

Their number, in comparison to the total number of the blue collar workers, may vary depending on the considered professions, inter alia:

a) in the enterprises engaged in shell construction, the number of blue collar workers of the category IV may exceed the ratio of one in five employed workers, regardless the professional qualifications of the latter. The blue collar workers who operate the following machines should, however, when the machines develop a power of 50 HP, receive the pay of a blue collar worker of the category IV, provided they practice at least two years (the practice period is reduced to one year for blue collar workers having successful taken vocational courses or courses for accelerated training in centres for operators of civil engineering machines recognized by the Fund for Vocational Training for the Construction Industry,)

b) in the roofing enterprises, the number of blue collar workers of the category IV exceeds the ratio of one in three employed blue collar workers, regardless the professional qualifications of the latter;

c) in the companies installing sanitary installations, gas installations, the companies processing lead and zinc, the number of blue collar workers in the category IV may exceed the ratio of one in four employed blue collar workers, regardless the professional qualifications of the latter;

- in the tiler companies, all the so-called "tile installers-setters of ceramics";

d) in the companies installing central heating, ventilation and pipes in industry: all the mounters and welders;

e) in the enterprises engaged in plastering, cementing and jointing work and those employing ornementists and staff workers: the skilled blue collar workers known as “plasterers-copyists of mouldings "and " simili- plasterers". Under "copyist of mouldings" are to be understood the blue collar workers having the necessary competence to copy the mouldings themselves and to execute them and to do all that is needed to do so.

f) the enterprises for demolition and / or removal of asbestos or asbestos-containing materials: the blue collar workers capable of preparing the workshop all by themselves.

Art. 11. The degree of professionalism of the blue collar workers who perform certain tasks or functions specific to the work with ready-mixed concrete.

The activities and functions of the blue collar workers engaged in preparing or transporting the ready-mixed concrete and in maintenance shall be paid at the rate that suits their qualification.

Art.11bis. The provisions concerning the division into categories for workers engaged in the demolition and/or removal of asbestos or materials containing asbestos also apply to workers engaged in the processing and removal of weakly-bound asbestos waste.

2.1.3 Assessment of professional competence

Art. 12. Only the employer shall assess the degree of professionalism of each worker he employs. The employer shall also determine the corresponding wages on the basis of the scale of the control wages.

2.1.4 Lower managerial staff

2.1.4.1 The foremen.

Art. 13. The blue collar worker demonstrating his competence and executing his function as a foreman.

This competence will be assessed in the light of the qualities that may normally be expected of a worker who has been designated as a "foreman", in particular:

- technical and practical knowledge necessary for organizing, conducting and co-ordinating the activities of various working teams;
- taking into account the guidelines received from his superior and being capable to solve personally the thereof resulting implementation difficulties;
- taking the responsibility for the appropriate execution of the work carried out by the personnel under his authority.

2.1.4.2 The team-leaders

Art. 14.. Under “team-leader” is to be understood: the blue-collar worker who is assisted by various workers and who supervises the activities, which normally shall be pursued manually.

2.1.5 Validity

Art.15. This CLA comes into effect on 1 July 2014 and is concluded for an indefinite period.

2.2 Bonuses/Allocations

2.2.1 Fidelity stamps

CLA of 12 September 2013 (117345), (R.D.28/04/2014 - B.O.G.19/08/2014)
amended by the CLA of 14 February 2019 (151099) (R.D.23/06/2019 – B.O.G.11/07/2019)
Art.1§2 is amended by CLA 151099
art 1§3 is added by CLA 151099

2.2.1.1 Scope of application

Article 1. § 1. This CLA also applies to temporary workers employed by a company referred to in paragraph 1 and to the temporary work agencies supplying them.

In accordance with the provision of Article12 of the Act of 24 July 1987 on temporary employment and the supply of workers for a user, this agreement also applies to temporary workers employed by a company referred to in paragraph 1 and to the temporary work agencies supplying them.

This CLA is not applicable to people employed with a student employment contract.

§ 2. In accordance with Article 5 of the Act of 5 March 2002 implementing Directive 96/71/EC of the European Parliament and of the Council of 16 December 1996 concerning the posting of workers in

the framework of the provision of services and establishing a simplified system of social documentation for undertakings posting workers to Belgium, the fidelity stamps and bad-weather stamps referred to in this agreement are part of the salary and working conditions to be complied with by any foreign employer posting workers to Belgium and whose activity falls within the competence of the Joint Committee for the construction sector

The provisions of this agreement concerning the payment of the contributions and the allocation and valuation of the fidelity stamps, however, do not apply to foreign employers located in one of the Member States of the European Union, nor to the workers they temporarily post to Belgium if these workers are already receiving benefits for their period of employment in Belgium, which are comparable to the fidelity stamps.

A similar arrangement to the fidelity stamps implies that the employer, pursuant to the rules he is subject to in his/her country, is obliged to pay a bonus on top of the normal wage (end-of-year bonus, Christmas bonus or 13th month). Usually this bonus is granted every year and the amount corresponds approximately to one month's salary. This does not concern allowances with regard to the workers' annual holidays, nor secondment allowances. The provisions of this agreement concerning the payment of the contributions and the allocation and valuation of the bad-weather stamps do not apply to foreign employers, nor to the workers they temporarily post to Belgium.

§3. Foreign employers are required to register with the collecting body defined in Article 6. Foreign employers automatically satisfy the aforementioned obligation by submitting the Limosa declaration, pursuant to Chapter 8 of Title IV of the Programme act (I) of 27 December 2006, which refers to 'construction' as the nature of the services provided as part of the secondment in Belgium and answers the question whether the worker is paid a bonus comparable to the fidelity stamp benefit referred to in this collective labour agreement.

When the foreign employer invokes a similar arrangement, the aforementioned collecting body will assess whether or not this arrangement is comparable in accordance with the previous paragraph and will report its findings to the foreign employer. If necessary, the foreign employer will provide the aforementioned collecting body with all necessary information at the latter's request. The finding of the aforementioned collecting body that the provisions of this agreement on the payment of the contributions and the allocation and valuation of the fidelity stamps do not apply to a foreign employer, is only valid provided the Inspection unit ‘Control of Social Legislation’ finds no evidence that shows that this foreign employer does not pay a comparable bonus after all.

2.2.1.2 Contributions intended to allocate the stamps

Art.2. The companies which are competent under Article 1 and the temporary work agencies must pay to the Welfare Fund for the Construction Workers a global contribution of 9.12 %, 9 % of which is intended to allocate the fidelity stamps to their workers while the remaining 0.12 % is intended to cover the management costs.

Art. 4. § 1. The contributions referred to in Article 2 are calculated on the total gross salary of the workers and temporary staff members mentioned on the quarterly DMFA declaration.

§ 2. When the employer and the worker to whom this agreement applies are not subject to the quarterly DMFA declaration, the contributions referred to in Articles 2 and 3 are calculated on the gross salary mentioned on a special declaration to be returned to the body referred to in Article 6. Therefore, this employer must register at this body before the starting date of the work to be performed which falls within the field of competence of the Joint Committee for the construction sector. The special declaration justifying the amount of the contributions to be paid must be filed with the body referred to in Article 6 no later than the last day of the month following each calendar quarter to which the declaration relates.

2.2.1.3 Administrative provisions

Art. 10. The collecting body (the non-profit making organisation called Employers' Office for the Organization and Supervision of the Welfare schemes (*Office Patronal d'Organisation et de Contrôle des Régimes de Sécurité d'Existence /Patronale Dienst voor Organisatie en Kontrole van de Bestaanszekerheidsstelsels – OPOC/PDOK*)) is responsible for providing the documents containing the stamps to which workers are entitled and for which contributions were paid by their employer, in accordance with chapter II of this agreement, for all quarters of the year of service in question. The stamps, in accordance with Article 2, amount to 9% of the wages for the allocation of bad-weather stamps.

Art. 11. The term 'year of service' means the 12-month period from 1 July to 30 June of the next year.

2.2.1.4 Provisions concerning the sending of the stamps by the employer

Art. 13. At the end of the year of service, the collecting body referred to in Article 6 draws up the document mentioned in Article 10, paragraph 1 and sends it to the worker at the latest by 31 October following the end of the year of service set out in Article 11, paragraph 2, 1° as far as fidelity stamps are concerned.

Art. 14. In the event of workers being posted in Belgium by a foreign employer in the year of service, the document referred to in Article 10, paragraph 1, is sent to the employer or his/her representative in Belgium.

The foreign employer or his/her representatives in Belgium are required to deliver the document to the workers concerned at the latest by the date mentioned in the previous article.

Art. 15. If the worker has not received the document by the date stated in Article 14, he/she must contact his union or the collecting body referred to in Article 6 as soon as possible in order to find out what the reason might be.

Art. 16. If the non-receipt of the document is due to the failure of the employer, the worker requests him/her to correct the matter immediately and, if the latter fails to do so, complains to the Inspection unit 'Control of social legislation'. If the worker, despite his/her efforts, has still not received the document six months after the date stated in Article 14, he/she must file a petition with the 'Welfare fund for construction workers' with a view to obtaining further compensation from this fund. This petition should include all necessary information concerning the complaint lodged against the employer. If the claim is well founded, the 'Welfare fund for construction workers' provides the worker with a document called 'litigation document' which corresponds to the value of the stamp he/she should have been allocated.

Art. 17. If the non-receipt of the document is due to the bankruptcy of the employer, the worker files his claim for stamps directly with the 'Welfare fund for construction workers' within 45 days after the adjudication of bankruptcy.
If the claim is proven, the 'Welfare fund for construction workers' provides the worker with a document called 'litigation document' which corresponds to the value of the stamp he/she should have been allocated.

Art. 18. If the non-receipt of the document is due to an incorrect worker's address, the worker communicates the correct address to the collecting body referred to in Article 6 in order to receive the document.

Art. 19. If the collecting body referred to in Article 6 did send the document but the worker did not receive it, the latter can request a copy via his/her union or directly from the above-mentioned collection body. The same applies if he/she loses the document.

Art. 20. Any provision whereby the worker undertakes to waive the stamps he/she is entitled to pursuant to this CLA is void.

2.2.1.5 Provisions relating to the valuation of the stamps

Art. 21. The unions' paying bodies referred to in Article 10 of the statutes of the 'Welfare fund for construction workers' as well as the collecting body referred to in Article 6 are tasked with paying workers the counter value of the stamps on the documents delivered by the collecting body referred to in Article 6 or by the 'Welfare fund for construction workers' in accordance with the provisions of chapter V.

Art. 22. Unionized workers apply to the paying body of the union to which they belong. Both unionized and non-unionized workers may also apply to the collecting body referred to in Article 6.

Art. 23. As far as fidelity stamps are concerned, the amount of the stamps mentioned in the documents referred to in chapter V will be paid starting on the Monday prior to 1 November following the end of the year of service as set out in Article 11, paragraph 2, 1°.
The amount of the stamps delivered in accordance with Article 17 will be paid no later than one year after the date of bankruptcy adjudication.

2.2.1.6 General provisions

Art. 24. The employers and temporary work agencies referred to in Article 1 must comply with the guidelines issued by the collecting body referred to in Article 6 in implementation of this CLA.

2.2.1.7 Validity

Art. 26.This CLA comes into effect on 1 September 2013 and is concluded for an indefinite period.

2.2.2 Seniority bonus

CLA of 14 May 2009 (93291) (R.D.28/04/2010 – B.O.G.16/06/2010)

2.2.2.1 Granting of a seniority bonus

Art. 2. The blue-collar worker who, as of 1st July 2009, has achieved an uninterrupted period of 25 years of seniority in the same company shall be entitled to a gross single premium of EUR 500.

For this purpose, the blue-collar worker must have worked at least one day during the period of one year preceding the day on which he reaches that seniority.

The employer is required to pay the bonus on the day on which the worker acquires his seniority or, at the latest, on the next pay day.

Art. 3. Without prejudice to Article 2, the blue-collar worker achieving, from 1st July 2009 on, an uninterrupted period of 35 years in the same company, is entitled to a gross single premium of EUR 700.

For this purpose, the blue-collar worker must have worked at least one day during the period of one year preceding the day on which he reaches that seniority.

The employer is required to pay the bonus on the day on which the worker acquires his seniority or, at the latest, on the next pay day.

2.2.2.2 Suppletive regime

Art. 4. The present collective labour agreement is of a suppletive nature.

2.2.2.3 Validity

Art. 7. This CLA comes into effect on 1 July 2009 and is concluded for an indefinite period

2.2.3 Work in successive shifts

CLA of 12 June 2014 (123049) (R.D.10/04/2015 – B.O.G.06/05/2015)

2.2.3.1 Work in successive shifts

Art. 5. The calculation of the bonus for shift work only takes into account the period of the day during which the works are carried out.

Regardless of the names of the various teams and regardless of the time when the work is started or terminated, the hourly performances between:

- 6 a.m. and 2 p.m. are paid at 110% of the wage;
- 2 p.m. and 10 p.m. are paid at 110% of the wage;
- 10 p.m. and 6 a.m. are paid at 125% of the wage.

Art. 6. When working in three successive shifts, each shift receives a half-hour dinner break for which the normal wages are paid.

2.2.3.2 Validity

Art. 8. This CLA comes into effect on 1 July 2014 and is concluded for an indefinite period

2.2.4 Work performances outside normal daytime hours

CLA of 12 June 2014 (123 049) (R.D.10/04/2015 – B.O.G.06/05/2015)

Art. 7. Hours worked at night, between 10 pm and 6 a.m., are paid at 125% of the wages. In this case, there is also a half-hour lunch break granted without loss of pay.

For work undergoing the influence of the tides (such as work on dikes and breakwaters), the hours worked in the morning between 6 a.m. and 7 a.m. and in the evening between 6 p.m. and 10 p.m. are paid at 115% of the wages.

2.2.4.1 Validity

Art. 8. This CLA comes into effect on 1 July 2014 and is concluded for an indefinite period

2.2.5 Overtime and work on Saturday

R.D.213 on working in companies governed by the JBC 124 (R.D. 26/09/1983 – B.O.G. 07/10/1983)
amended by the Law of 28 April 2010 containing various provisions (B..OG. 10/05/2010)
amended by the Law of 23 April 2015 on the promotion of employment (B.O.G. 27/04/2015)
amended by the Law of 12 December 2021 amending R.D.213(B.O.G. 10/01/2022
Art.7 §1 is amended by the Law of 28 April 2010 and by Law of 12 December 2021
Art7 §2 is amended by the Law of23 April 2015.

2.2.5.1 Measures to reduce short-time unemployment

Art. 7. § 1. In companies, the working time limits laid down by art.19 of the Labour Act of 16/03/1971, may be exceeded by 180 hours per calendar year during the summer period or a period of intense activity, to the extent of up to 1 hour and 30 minutes per day, paid at the normal wage.

For each additional hour compensatory rest days may be allocated or a wage supplement of 20% may be awarded, at the discretion of the blue-collar worker, before the end of the payment period in which these hours are performed.

In the absence of choice referred to in the preceding paragraph before the end of the payment period, compensatory days of rest shall be allocated.

The allocation of compensatory days of rest is done by mutual agreement within the twelve months following the period in which the limits were exceeded, in proportion to one day of rest per 8 additional hours worked. If compensatory days of rest are granted, the additional hours worked, notwithstanding the provisions of art. 9 of the Act of 12/04/1965 on the protection of the wages of blue collar workers, are paid at the time that compensatory rest is granted.

§ 2. Notwithstanding the prohibition of Saturday work referred to in art. 4, 2 °, of the Act of 06/04/1960 concerning the execution of building activities and without prejudice to other provisions adopted under national law, allowing Saturday work, work may be performed on Saturday in the companies for 96 hours per calendar year and per blue collar worker.

At the discretion of the worker before the end of the payment period in which these hours on Saturday were performed, may be granted compensatory days of rest. A wage supplement of 50% is allocated per hour performed on a Saturday, regardless of whether was chosen for the allocation of compensatory days of rest or not. If the worker chooses the allocation of compensatory days of rest, the wage allowance is paid at the time of the performance of the work and the normal wage, notwithstanding the provisions of art. 9 of the Act of 12/04/1965, at the moment of taking the compensatory rest. The number of hours worked on Saturday shall be deducted of the number of hours specified in § 1, 1st paragraph.

The cases in which may be worked on Saturday are :

1. work that cannot be carried at any other time;
2. work for which the simultaneous execution of construction activities and other activities in the same place may constitute a risk to the safety and / or health of the workers or third parties;
3. work which for technical reasons cannot be combined with other activities.

Working on Saturdays is always done on a voluntary basis.

2.2.5.2 Final provisions

Art.15. This order comes into effect on 1 January 1983.

2.2.6 Bad weather

R.D. of 16 December 1981 (R.D. 16/12/1981 – B.O.G. 16/01/1982)
amended by R.D. of 3 May 1999 (R.D. 03/05/1999 – B.O.G. 23/06/1999)
Art.1bis is added by R.D. of 3 May 1999

Art.1. Companies with the following normal activity:

- Construction of buildings by companies and individuals for their own account or for the sale of these buildings;
- Renting equipment to building companies;
- Sea and river work, including re-floating of boats and ships, as well as the removal of wrecks;
- Dredging;
- Earthworks, including drilling, deep drilling, digging of wells, drainage and lowering of the water table;
- Foundation work, including piles, pile planks and land improvement by whatever system;
- Work on roads, work on landing strips, bicycle paths, jointing, paving and road signalling;

- Masonry and concrete work, laying of sewers and building factory chimneys;
- Manufacture and also assembling pre- cast elements, provided these activities are carried out mainly by the company;
- Assembling pre-cast elements;
- Work for the restoration, cleaning and washing of facades and monuments;
- Demolition and levelling activities;
- Work involving asphalt and bitumen;
- Work involving construction and maintenance of railroads;
- Work involving assembling scaffolding;
- Work in preparation of the construction of playgrounds, sports fields, parks and gardens, unless they are an ancillary activity of a company governed by JBC 145;
- Work involving the construction of all kinds of underground pipes such as water supply, electric cables;
- Placing fences and barriers;
- Water transport possibly by one of the aforementioned companies in the execution of ordinary activities of that company;
- Jointing work;
- Roofing work

Art.1 bis The blue collar worker who is employable at the time he goes to work, and at the time he arrives at the building site, finds that he can begin his normal work but, except in the event of a strike or because of bad weather conditions, cannot continue the work to which he was working, is entitled to the remuneration that he would have earned if he had been able to accomplish his normal daily task

Art.6. This decree shall enter into force on the day of its publication in the Belgian Official Gazette.

These two provisions are only applicable as from 30 July 2020 and only as from the moment when the duration of the posting has actually exceeded 12 months (or 18 months in the case of a reasoned notification submitted in accordance with Article 5, § 2, new paragraphs 4 to 6 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)

2.2.7 Wage allowances for special work

CLA of 13 October 2011 (106851) (R.D.20/09/2012 - B.O.G.11/10/2012)

2.2.7.1 Scope of application

Art. 1. Under "blue collar workers" are to be understood: the male and female blue collar workers employed under a contract for blue collar workers referred to in Article 2 of the Act of 3 July 1978 on the employment contracts.

Art. 2 Without prejudice to the scope of the other joint committees, the working conditions set out in this CLA also apply to the blue collar workers employed by portions of companies referred to in Article 1, performing work not covered by the building sector, but which substantially contribute to the achievement of the main activity of those companies.

Art. 3. A supplementary agreement regulates certain working conditions of the blue collar workers employed on board the dredging equipment and of the blue collar workers who are employed after the construction of the dikes, with the exception of those employed in the preparation of the landfill and the raising of the dikes.

Another supplementary agreement regulates certain working conditions of the blue collar workers employed in the concrete mills that produce and supply ready-mixed concrete to third parties.

For the cases not envisaged by these supplementary agreements, the current CLA applies

2.2.7.2 Categories of blue collar workers

Art. 11. In carpentry and joinery companies, the skilled blue collar workers are entitled to a wage supplement, according to the appreciation of the employer. This allowance is calculated based on the wages of a blue collar worker of the category III and the employer determines the amount of the wage allowance.

The so-called "first millers" however, may be entitled to allowances of at least 10% that are calculated based on the wage of the worker of category III.

2.2.7.3 Validity

Art.35. This CLA comes into effect on 1 January 2011 and is concluded for an indefinite period

CLA of 12 June 2014 (123049) (R.D.10/04/2015 – B.O.G.06/05/2015)

2.2.7.4 Wage allowances for special work

Activities during the execution of which the blue collar workers may experience feelings of uncertainty, fear, unrest, in spite of the affected security measures

Art. 2 Due to the particular circumstances in which certain tasks have to be performed, it is justified to pay a wage allowance for this, since the blue collar workers are confronted to tensions or emotions linked to extraordinary circumstances.

These wage allowances are consequently only payable for the period during which the blue collar workers perform the further defined tasks:

- Repairing slate roofs (natural or artificial) or tile roofs on normal roofing situated at a height of min. 20 meters when the cornices are missing: 10%
- Painting metal skeletons and pylons at a height of min of 15 meters: 10%
- Working with continuously sliding formwork at a height of less than 25 meters: 10%
- Sewerage and other pipes work executed in close slots with a depth of at least 1,70 meters: 10%
- Working in galleries: at boring work until the completion of the provisional lighting and ventilation-installations and until the safety is guaranteed, in accordance to the general regulations for labour protection: 10%
- Operators of rock-rip machines if the work is to be performed in difficult circumstances (rocky embankment and dangerous working conditions): 10%
- Work on the top machine: 15%
- New roof coverings of spires and dome roofs: 25%
- Building and restoring of spires: 25%
- Demolition work to unstable buildings: 25%
- Working inside the confines or to buildings of operating petroleum refineries (confines of petroleum refineries = place where danger exists or where special precautions are imposed because of danger and work in the hot zones of nuclear power plants: 25%

Given the fact that the installations of the petroleum refineries and of nuclear power plants differ from region to region, it is agreed upon that the various possible interpretations, that might possibly emerge between the local blue collar workers and the employers organizations, shall be examined by them in common consultation The allowance of 25% should be regarded as a maximum. In any case the allowance should never be inferior to 15%. In the absence of a local agreement on the interpretation the normal reconciliation proceedings shall be applied at the request of the most diligent party.

- Activities carried out with "rock combers" as from a height of 15 meters in space: 25%
- Building of factory chimneys: 40%

This wage allowance is allocated to the blue collar workers who specialize in the construction of factory chimneys with exception of those workers who are employed on the ground.

- Repairs performed to the coating of spires and dome roofs: 50%
- Renewal of roof coverings of spires and domes roofs, when the cornices are missing: 50%
- Repairs of factory chimneys: 50%

This wage allowance is allocated to the blue collar workers who specialize in restoring factory chimneys with the exception of those workers who are employed on the ground.

- Positioning, removing and maintaining tower roosters: 100%
- Positioning, and repairing of roofing coverings on rolling windows: 100%
- Building of cooling towers in monolithic concrete. Working at an altitude of
    - 25 to 40 meters: 10%
    - 40 to 60 meters: 20%
    - 60 to 80 meters: 30%
    - 80 meters and higher: 40%

The height is always calculated off the foundation plate.

- Structural building work carried out at an altitude (towers and apartment buildings), when the person who performs these activities is located himself directly in space and is working at an altitude of:
    - 25 to 40 meters: 10%
    - 40 to 60 meters: 20%
    - 60 to 80 meters: 30%
    - 80 meters and higher: 40%
- Erecting and dismantling of scaffolding:
    - more than 10 meters in space: 10%
    - more than 15 meters in space: 25%
- Plastering work: working on cornices, on suspended ladders, suspended gangways, suspended bridges and suspended scaffolding: 10%
- For painters: work to cornices using hooked ladders, called "cornice ladders" whereby the cornices are at least 15 meters above the ground: 10%
- Plumbers-zinc processors: working on cornices in space at an altitude of over 15 meters insofar the blue collar workers are working from suspended ladders, suspended gangways, suspended bridges or suspended scaffolding: 10%

Activities in the cornices are excluded.

The wage allowances for erecting and dismantling of scaffolding at an altitude of over 15 meters in space and activities to cornices on suspended ladders, suspended gangways, suspended bridges and suspended scaffolding do not apply for the work performed by the roofers.

The indicated rates should be calculated on the basis of the arranged wage and need to be paid only to the blue collar workers working on the different heights and for the hours spent on these activities.

2.2.7.5 Unhealthy, harmful or difficult activities

Art. 3. As for Art.2, the indicated wage allowances are, due to the particular nature of these activities, only payable for the time during which the activities referred to are performed.

A. List of the unhealthy activities

- Working with a gas blowtorch or with electric arc flame on painted, galvanized or lead-covered metals: 10%
- Pistol painting work and atomisation activities: 10%
- Pistol work in the plasterer branch: 10%
- Cleaning with sandblasting: 10%
- Work executed by blue collar workers spreading with a syringe liquid pressurised hydrocarbon containing products (tar or bitumen), or who are directly in contact with these products: 10%
- Working with a cutting disk for at least 1 hour uninterruptedly: 10%
- Pouring out bags of cement in the concrete mixer: 12,5%
- Operations with loose cement when there are no special installations and the worker is seriously exposed to gushing cement: 12,5%
- Important scrape work on stucco by blue collar workers plasterers: 12,5%
- Impregnation of wood by moistening it with harmful products and / or processing of the thus treated wood surfaces: 15%
- This wage allowance is not applicable to the roofers.
- Repairing of boilers (refractory stones): 25%
- Digging wells and tunnels with the pick hammer: 25%
- Working in tunnels that are already in operation: 25%
- Activities during the execution of which the worker risks serious exposure to the effects of decomposing organic substances, of fire, of water, of radioactive irradiations, of swamps, of mire, of soot, of gases, of caustics, of acids, of dust in closed premises ; of work for unblocking sewers in buildings: 25%
- Cleaning and restoring of ancient cesspools; cleaning and repairing of industrial ovens, when these exhale harmful gases; outside work with cement gum: 50%
- Tarring of cesspools, inside work with cement gum: 100%

B. List of harmful or difficult activities

- Proceedings of blue collar workers entrusted with work of effective roofing: 4%
- Work on the insulators when loose glass wool is used: 5%
- Handling a concrete breaker, the mechanical pile driver or the pneumatic hammer: 10%

- Operating a pneumatic rotary hammer or concrete breaker of at least 15 kilos: 15%
- Paving work: 10%
- Blowing of paving joints with compressed air: 10%
- Applying roads asphalt: for the operators of the asphalt paver, the tampers, the rakes and the roller operators: 10%
- Soil stabilization activities with lime, including the drivers continuously employed on such a building site: 25%
- Working with a thermal lance:
    - outside: 25%
    - inside: 50%
- Working in compressed air under a pressure of
    - 0 to 1,250 g / cm ²: 50%
    - 1,251 to 2,000 g / cm ²: 100%
    - 2,001 to 2,500 g / cm ² 200%
    - 2,501 to 3,000 g / cm ²: 300%
- The following performances are required from the blue collar workers under a pressure of
    - 0 to 1,250 g / cm ²: 3 shifts of 8 hours
    - 1,251 to 2,000 g / cm ²: 4 shifts of 6 hours
    - 2,001 to 2,500 g / cm ²: 6 shifts of 4 hours
    - 2,501 to 3,000 g / cm ²: 8 shifts of 3 hours.

2.2.7.6 Aggregation of the wage allowances for special works

Art. 4. In certain cases, the wage allowances referred to by the Articles 2 and 3 may be merged.

Merging the allowances is however not possible for the activities mentioned in the same section. Moreover, merging of the wage allowances may not lead to a total amount that exceeds 50% of the normal wage.

Just as it is the case for the Articles 2 and 3, given the particular nature of these activities, these wage allowances are only due for the time during which the activities referred are actually performed.

2.2.7.7 Validity

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

2.2.8 Specific allowances in companies that produce and / or supply ready-mixed concrete

CLA of 26 June 2006 (80435) (R.D.18/05/2008 - B.O.G.03/07/2008)
amended by the CLA of 8 October 2009 (96323) (R.D.13/06/2010 - B.O.G.20/08/2010)

2.2.8.1 Scope

Art. 1.This CLA applies to:

1. the blue collar workers employed by companies producing and / or supply ready-mixed concrete;
2. the employers who employ blue collar workers referred to under 1 °.

2.2.8.2 Organisation and

Art. 3. § 1. The normal starting time of the working day may be established between 6 a.m. and maximum 9 a.m.. The starting time may change daily and individually provided that the notification procedure laid down in the Labour Act is respected.

§ 2. Regardless of the starting time of work, the blue collar worker shall be entitled to a full working day of 8 working hours.

In order to guarantee a daily task of the 8 working hours the workers may be deployed to other tasks or assignments than those they normally carry out, inherent to the operation of the concrete mills. In such a case, the wages of their normal function are guaranteed.

§ 3. The working hours are spread over the first five days of the week.

Art. 4. § 1. Pursuant to the provisions of Article 2, the working time may be set at 10 working hours per day. § 2. The average weekly working time calculated on an annual basis from 1 April to 31 March of the following year may not exceed 40 hours.

As far as the conditions laid down by art.4bis are respected, the working week is observed by granting paid full rest days and / or by entering schedules with a duration that is shorter than the weekly working time set out in paragraph 1 of this section.

Art. 4bis. § 1. As a rule, the weekly working hours set by art. 4, §2, are observed by granting rest days.

§ 4. On top of a pot of 24 hours to be recuperated in the form of full days, the weekly duration set in art. 4 § 2, may be observed by entering schedules of shorter duration than the duration prescribed in the art.3 § 2 of this agreement. In this case, the minimum daily working hours may not be less than 6 hours. The working day cannot be interrupted. A negative balance shall not be tolerated.

Art. 4ter. Art.4bis does not affect the application of the rule of the inner limit of 130 hours established by art. 3 of the CLA of 29 September 2005 implementing art.26bis of the Labour Act of 16 March 1971.

Art. 5. The overtime allowance is due when working hours exceed 10 hours per day or 1,752 hours during the period fixed art.4 § 2.

2.2.8.3 Wage Supplement

Art. 10. A wage supplement of 10% calculated on the scaled hourly wage is awarded for work performed before 7 a.m. and after 7 p.m.

A wage supplement of 25% is granted for the performances rendered after 10 p.m. and before 6 a.m.. This supplement cannot be combined with a wage supplement as provided in the preceding paragraph.

2.2.8.4 Meal allowance

Amended by the CLA of 19 March 2026 (199091) (The binding force has been requested.)

Art. 11. A meal allowance of EUROS 6,00 is paid each time the working time combined with the availability time exceeds 9 hours, rest periods not included.

An additional meal allowance of EUROS 3,25 shall be paid, if the working time combined with the availability time exceeds 11 hours.

2.2.8.5 Final dispositions

Art.17. This CLA comes into effect on 1 July 2006 and is concluded for an indefinite period

2.2.9 Supplement for work within the confines of petrochemical companies in operation

CLA of 10 May 1990 (25432) (R.D.04/12/1990 – B.OG.29/01/1991)
amended by the CLA of 25 October 2001 (59961) (R.D.22/03/2006 - B.O.G.25/04/2006)
Art. 2. Is amended by CLA 59961

indexed wage supplement 0.8060 EUR (10/ 2026)

2.2.9.1 *Working conditions*

Art. 2. For work within the confines of petrochemical installations in operation, an indexed wage supplement shall be paid. This wage supplement is fixed per 1 October 2001 at 0.466 EUR per hour.

Art. 3. This additional salary is only granted for the time spent on work performed on the places concerned.

2.2.9.2 Entry into force

Art.4. This CLA comes into effect on 1 April 1990 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 Boarding and housing costs

CLA of 12 June 2014 (123026) (R.D.21/04/2015 - B.O.G. 08/05/2015)

indexed housing allowance: EURO 16.95 (10/2026)

indexed boarding reimbursement: EURO 35.48 (10/ 2026)

3.1.1 Boarding and housing

Art. 4. When the blue collar worker is employed on a building site that is far away from his place of residence and returning home daily is impossible, the employer shall provide him proper boarding and housing.

Art. 5. The employer may discharge himself of his obligations provided for in art.4 by paying a compensation for boarding and housing per day.

The compensations applicable from 1 July 2014 onwards are:

- Housing allowance: EUROS 12.47;
- Boarding Reimbursement: EUROS 26.11.

These amounts are adapted at the beginning of each quarter to the evolution of the consumer price index. The new rates of the allowances equal to the basic amounts multiplied by the new index and divided by the initial index.

For the purposes of the 3rd paragraph shall apply:

- Basic amounts: the amount valid on 1 July 2014;
- The new index: the average of the indices of consumer prices for the first two months of the quarter preceding the quarter in which the adjustment is made;
- The starting index: 100.355.

The amount of such compensations shall, however, be adjusted only when the linkage to the index has the following repercussions:

a. increase or decrease with EUROS 0.02 for the housing allowance;
b. increase or decrease with EUROS 0.05 for the boarding allowance.

3.1.2 Validity

Art.8. This CLA comes into effect on 1 July 2014 and is concluded for an indefinite period

3.2 Intervention in the travel expenses

CLA of 30 September 2019 (156421) (R.D. 06/09/2020 – B.O.G. 07/10/2020)
amended by the CLA of 5 February 2026 (198496) (The binding force has been requested.)
amended by CLA of 26 June 2023 (181686) (R.D. 01/09/2024 B.O.G. 07/01/2025)
art5§4 and art6 of CLA 156421 are amended by CLA 181686
article 6 is amended by the CLA 198496

Article 1. The provisions of this collective labour agreement concerning the granting of a mobility allowance also apply to young people employed under an agreement in a dual learning system.

Art. 2. § 1. Workers must travel between their home and the head office or workplace by their own means unless the employer makes a vehicle available for such travel.

§ 2. The employer is obliged to contribute to the costs incurred by the manual worker. Such intervention shall take the form of reimbursement of travel expenses, calculated on the basis of railway fares, where the manual worker travels by their own means. It is supplemented by a mobility allowance, which the manual worker also receives when they travel with a vehicle provided by the employer.

A worker who travels by bicycle shall receive a bicycle travel allowance instead of reimbursement of travel expenses and the mobility allowance.

Where the employer makes a vehicle available for travel, workers shall be reimbursed travel expenses as provided for below for any journey between their home and the place of collection and shall receive a mobility allowance for the entire journey. The "place of collection" is: the place agreed at company level from which and to which the worker may use the vehicle provided by the employer.

Art. 3. The amount of the employer's contributions is calculated on the basis of the actual number of kilometres travelled. The method and procedures for calculating the actual distance travelled shall be determined in consultation at company level.

In the case of train journeys, the distance actually travelled will always be equal to the number of kilometres mentioned on the train map or on the SNCB's website (distance to be consulted via the “zoek biljetten en abonnementen/Recherche billets et abonnements" module under “vervoersbewijzen/titres de transport" on www.belgiantrain.be).

If the method of calculation is not fixed at company level or in the event of a dispute, the number of kilometres to be compensated is then determined with the help of the Google Maps route planner, which is available on the Internet (https://www.google.be/maps). When using this route planner, the actually travelled journey must be taken into account.

Art. 4. The reimbursement of travel expenses is effective from the first kilometre.

For manual workers who travel by train, the amount of the reimbursement of travel expenses is set out in scale A. This scale determines the weekly amount due for the distance in kilometres mentioned on the train card or on the SNCB website.

For manual workers who use a means of transport other than rail, the travel expense reimbursement amount is taken from pay scale B. This scale determines the weekly amount due for the total distance actually travelled per day.

The amount of the reimbursement of travel expenses mentioned in scales A and B shall be adjusted each time the railway fares are changed. The new scales shall each time be the subject of a document which, with the agreement of the signatory parties to this agreement, shall be deposited at the Registry of the Administration of Collective Labour Relations of the Federal Public Service Employment, Labour and Social Dialogue.

If the manual worker uses several means of transport (train, bus, private vehicle, etc.) for their journey, the contribution must be calculated separately for the journey for which the worker uses the train (scale A) and for the journey for which they use other means of transport (scale B), and the amounts thus obtained are then added together.

Art. 5. §1. Provided that the actual total distance travelled per day is at least 10 km, the mobility allowance is due for all kilometres actually travelled.

§2. For manual workers travelling by train, the daily amount of the mobility allowance is equal to EUR 0.0870 multiplied by the number of kilometres mentioned on the train map or on the SNCB website.

§3. For manual workers using a means of transport other than rail, the amount of the mobility allowance varies according to the total distance actually travelled per day, as shown in the table below. The daily amount of the mobility allowance is obtained by multiplying the basic amount by the total number of kilometres actually travelled.

Total distance actually travelled per day	Mobility allowance per km round trip
0 -59 km	0.0619 EUR
60 - 77 km	0.0676 EUR
78 - 103 km	0.0700 EUR
104 -129 km	0.0724 EUR
130 -155 km	0.0773 EUR
156 - 207 km	0.0818 EUR
208 -259 km	0.0844 EUR
260 km and +	0.0868 EUR

§4. By way of derogation from §3, the basic amounts of the mobility allowance for workers who, at the request of the employer, travel to the place of work alone in a commercial vehicle and for whom collective transport is not possible, are fixed as follows:

Total distance actually travelled per day	Mobility allowance per km round trip
0 - 59 km	0.1000EUR
60 - 77 km	0.1060 EUR
78 - 103 km	0.1085 EUR
104 - 129 km	0.1110 EUR
130 - 155 km	0.1162 EUR
156 - 207 km	0.1209 EUR
208 - 259 km	0.1236 EUR
260 km and +	0.1261 EUR

§5. By way of derogation from §3 and §4, a manual worker who drives staff to and from the place of work outside working hours with a vehicle provided by the employer shall be entitled, having regard to the distances to be covered and the special costs incurred on behalf of the employer, to a mobility allowance as lump-sum compensation. That allowance is equal to EUR 0,1579 per kilometre actually driven from the first kilometre. Existing expenses, which are at least equivalent, shall continue to apply.

If the travel time per trip exceeds 2 hours, there must be two drivers.

A driver who, at the employer's request, drives staff to the workplace and/or back with an employer's vehicle shall receive the mobility allowance for driver for the entire journey, i.e. also for the journey they make alone.

§6. Drivers who do not drive staff and who do not meet the conditions set out in §4, receive the "passenger" allowance as set out in §3.

Article 6. The worker who travels by bicycle shall receive a bicycle travel allowance instead of a reimbursement of travel expenses and the mobility allowance referred to in Articles 4 and 5 of this collective labour agreement. The bicycle travel allowance amounts to € 0.32 per kilometre actually travelled.

By way of derogation from the preceding paragraph, the amount of the bicycle travel allowance is equal to the amount per kilometre set in accordance with Article 6 of CLA nr. 164, concluded by the National Labour Council on January 24th, 2023, concerning the employer's contribution for journeys made by bicycle by the worker between home and workplace, if this amount is higher than the amount set out in the preceding paragraph.

Art. 7. The employer's contribution is divided for accounting purposes into two parts. The first concerns the normal routine travel between the home and the head office or place of collection. The second concerns the excess travel to the construction site.

Art. 8. Payment of the mobility allowance shall be made at the same time as the reimbursement of travel expenses, thus supplementing the latter.

Art. 9. The pay slip shall include the amount of the mobility allowance.

The employer is required to issue a written breakdown to the worker every month.

The breakdown shall include per day the actual number of kilometres travelled according to the method of calculation applied by the employer in accordance with Article 3 of this collective labour agreement and the amount granted. The detail shall be issued at the same time as the pay slip.

The manual worker individually or the trade union delegation collectively may exempt the employer from this obligation.

No changes shall be made to the existing provisions at company level relating to the method and procedures for calculating the distance actually travelled.

Art.12. §1. This CLA comes into effect on 1 December 2019 and is concluded for an indefinite period. Art.1 comes into effect on 1 January 2019.

§3. By way of derogation from the first paragraph, the provisions of Articles 1 and 10 shall take effect from January 1st, 2019 and shall be concluded for the same period of validity and subject to the same conditions as those set out in §1.

4 Working hours

4.1 Working hours

Working hours on an annual basis: 38 hours.

*** CLA of 22 December 2005 (78810) (R.D. 24/09/2006 – B.O.G. 15/12/2006)**

This CLA comes into effect on 1 January 2006 for an indefinite period.

*** CLA of 10 February 2022 (172954) (R.D. 08/01/2023- B.O.G. 30/03/2023), amended by CLA of 28 Oktober 2025 (196413) (he universal applicability of the CLA is requested)**

This CLA comes into effect on 1 January 2023 and and ceases to be in force on 31 December 2026

*** R.D. of 18 May 2022 setting the rest days granted to blue-collar workers employed by employers belonging to the Joint Committee for Construction as a reduction in working hours (B.O.G. 13/06/2022)**

4.2 Public Holidays

10 Public Holidays (R.D.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)

Decision of 10/02/2022 concerning the replacement of public holidays in in period 2023-2026 (R.D. 01/04/2022- B.O.G. 02/05/2022)

Royal Decree amending Royal Decree of 1 April 2022 concerning the replacement of public holidays in in period 2023-2026 (R.D. 30/10/2025 -B.O.G. 10/11/2025)

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 Working hours organization

CLA of 22 December 2005 (78810) (R.D.24/09/2006 - B.O.G.15/12/2006)
amended by the CLA of 8 October 2009 (96322) (R.D.13/06/2010 - B.O.G.20/08/2010)
amended by the CLA of26 June 2023 (181723) (R.D. 25/12/2023 -B.O.G. 23/01/2024)
(Art. 54 is amended by CLA 96322 and CLA 181723)

4.4.1 General principles

Art. 5. The provisions of this Agreement shall apply to blue collar workers who are full-time employed.

Art. 6. In compliance with the applicable procedures, the employer may adapt the production time, the working hours and the schedules used in the company to the changes in the activity of the company.

4.4.2 Normal work regime 8 hours per day

Art. 8. The normal working week is 40 hours and is spread over the first five days of the week with compulsory rest on Saturday and Sunday.

4.4.3 9 hours per day – implementation

Art. 7 of the R.D. No 213
Art. 9. According to Art. 7 of the R.D.No 213 of 26 September 1983, the daily working hours may be set at 9 hours.

4.4.4 9 hours per day - flexible working week

4.4.4.1 General regime

Art. 12. This Agreement does not change the free choice of the companies to apply the general regime of the flexible working week, as organized by the provisions of art.20bis of the Labour Act of 16 March 1971.

4.4.4.2 Sectorial regulation

4.4.4.2.1 Subsection 1. Principle

Art. 14. The sectorial regulation of flexible working week is an alternative to the scheme organized by Art.20bis of the labour Act of 16 March 1971.

4.4.4.2.2 Subsection 2. Additional hours

Art. 16. By applying the sectorial regulation of the flexible working week, the employer may adjust the working week as referred to in Article 8, to the needs of the increasing production by a weekly duration increase up to 5 hours.

The week credit of additional hours referred to in paragraph 1 shall be used in the course of Monday to Friday, extending the working hours up to 1 hour per day as compared to the daily working hours provided for in the work rules.

Art. 17. § 1. Compliance with the weekly duration referred to in Article 8 shall be done by granting full paid rest days.

4.4.5 10 hours a day

4.4.5.1 Principles

Art. 29. By applying the sectorial regulation of 10 hours per day, the employer may adjust the working week referred to in Article 8 to the needs of production by increasing or reducing the maximum weekly working time by 10 hours.

4.4.5.2 The additional hours.

Art. 30. § 1. The week credit of additional hours referred to in Art.29 is used in the course of Monday to Friday, by raising or diminishing the number of daily working hours provided in the work rules by two hours a day.

Art. 31.Compliance with the weekly working hours laid down in Article 8 of this Agreement shall be observed:

- by entering schedules with a duration that is shorter than the weekly duration laid down in Article 8;
- and / or by granting of paid full rest days.

4.4.6 Common provisions for flexible working arrangements

4.4.6.1 Principles

Art. 36. The blue collar workers involved in the application of labour legislation referred to in Chapter IV, Section 2, or Chapter V, shall be employed with a permanent employment contract or an employment contract for a specific project.

4.4.6.2 Compliance with the average working hours

Art. 48. The average working week of 40 hours shall be observed over a continuous period of 12 months.

The employer determines the beginning and end of this period in his application deed, if he fails to do so, the period is determined from 1 April to 31 March of the following year.

Art. 49. The additional hours of the week credit referred to in Art.16 or Art.30 shall be paid at the normal rate of the hourly wage of the worker concerned.

The wage for these additional hours will be paid at the moment the full rest days are granted.

4.4.7 Other work regimes

Art. 53. The weekly working hours specified in Article 8 should be spread over the 6 days of the week according to an agreement between the employer and the Trade Union delegation in the following cases:

- Work undergoing the influence of the tides;
- Work which, because of its special nature, is subject to interruptions of varying duration;

- Work carried out by specialized teams for the maintenance and repair of company equipment.

In the absence of a Trade Union delegation, the spreading referred to in paragraph 1 shall be done according to an agreement between the employer and the blue collar worker.

Art. 54. In agreement with the blue collar worker and by authorization of the Joint Bargaining Committee for the Building Sector may be derogated from the compulsory rest on Saturday for the blue collar worker who is on that day at the service of clients in the companies trading in building materials.

The blue collar work who is employed on Saturday is entitled to a compensatory rest the duration of which is equal to the hours worked on Saturday.

With a specific authorization, a derogation from the compulsory Saturday rest period is also possible for the delivery of building materials (with the exception of the delivery of ready-mix concrete). This specific authorization is granted through the same procedure and under the same conditions as for the manual workers who are in customer service on Saturdays.

4.4.8 Pushing the limits of the beginning and end of the working day

Art. 55. § 1. In derogation of the Article 4 of the Act of 6 April 1960 on the execution of building activities, the limits for the beginning and end of the working day for companies, is set at 6 a.m. and 7 p.m.

§ 2. In derogation of the § 1, the limits for the beginning and end of the working day for the companies trading building materials, are established during the period from 1 April to 31 October at 5 a.m. and 7.30 p.m. for blue collar workers who are involved in the delivery of building materials. These rules only apply however provided the employer has submitted an application to the Joint Bargaining Committee 124.

4.4.9 Final provisions

Art. 58. This CLA comes into effect on 1 January 2006 and is concluded for an indefinite period

CLA of 12 June 2014 (123 050) (R.D. 10/04/2015 – B.O.G.06/05/2015)

Modernisation of labour law and modification of various CLA on working time organization in companies governed by the Joint Committee for the construction industry

4.4.10 Purpose of the CLA

Art. 3. This collective labour agreement was concluded in appliance of, among others, the provisions of:

- The Act of 17 March 1987 and the Collective Labour Agreement No. 42 of 2 June 1987 on the introduction of new working arrangements in the enterprises;
- The Act of 17 August 2013 on the modernization of labour law and various provisions;
- The R.D.of 11 September 2013 establishing the bargaining procedures for increasing the internal limit of the working hours which should be respected during the reference period and of the quota of overtime for which the worker may waive the compensatory rest in application of the Article 26bis, § 1bis and § 2 bis of the Labour Act of 16 March 1971.

4.4.11 Implementation of Article 26bis of the Labour Act of 16 March 1971

Art. 4. The procedure of the act of accession or of the agreements of accession, which is determined by the Articles 7 and following of this Collective Labour Agreement, shall be observed in order to raise

the internal limit from 91 hours to 143 hours maximum per year, pursuant to Article 26bis, § 1bis of the Labour Act of 16 March 1971.

Art. 5. § 1. For the overtime based on Art.25 (extraordinary increase in work) or on Art.26, § 1, 3 ° (work required because of unforeseen circumstances) of the Labour Act of 16 March 1971, shall be observed the procedure of the act of accession or of the accession agreements, which is determined by the Articles 7 and following of this Collective Labour Agreement in order to raise the internal limit and / or the number of hours for which the worker may choose to opt out of compensatory rest from 91 hours to 143 hours maximum per year, pursuant article 26bis § 2bis of the same Act .

§ 2. Are not included in this limit of 91 hours (143 hours in case of accession) per year- for which the worker may choose to opt out of compensatory rest, the hours based on Art. 7 of the R.D.No. 213 of 26 September 1983.

Nevertheless, when the company uses Art. 7 of the aforementioned R.D.No. 213, and the blue collar worker, in addition to the application of this work regime, also exceeds the normal working hours limits in application of Articles 25 and / or 26, § 1, 3 ° of the Labour Act of 16 March 1971, the number or hours for which the blue collar worker may choose to opt out of compensatory rest amounts to a maximum of 180 hours per year.

The worker is free to opt out or not for these hours.

Art. 6. § 1. Pursuant to Article 26 bis of the Labour Code of March 16, 1971, the catch-up period for exceedances of the working hours is established at one year.

The catch-up period of one year is set from 1 April to 31 March.

§ 2. In deviation of paragraph 1, the catch-up period of one year is set from 1 July to 30 June for the companies whose activity consists in:

- the construction of installations for heating, ventilation and air conditioning;
- the construction of sanitary facilities.

4.4.11.1 Section 1. Accession modalities

Art. 7. § 1. The employer shall, depending on the case, use the accession form bearing the heading "act of accession" or "joint accession agreement"; the specimens of which are attached to this agreement.

§ 2. The companies that have no union representation and that, on June 30th of the year preceding their accession, occupy less than 50 workers registered with the National Social Security Office, shall use the ad hoc accession form bearing the heading "act of accession".

§ 3. The other companies shall use the ad hoc accession form labelled "joint accession agreement".

Art. 8.In the companies referred to in Article 7, paragraph 2, the employer shall hand each worker a copy of the duly completed act of accession.

During 8 days from the presentation referred to in paragraph 1, the employer shall keep a register at the disposal of the workers in which they can record their observations.

During this period of 8 days, the worker or his representative shall also communicate his observations to the District Head of the Social Legislation Inspectorate of the place where the company is located. The worker’s name may not be communicated or divulged.

After the period of 8 days specified in paragraph 2:

- the employer signs and dates the act of accession;

- the employer sends this act of accession as well as the list referred to in the same paragraph with comments to the Chairman of the Joint Committee for the construction industry.

The documents referred to in paragraph 1 shall be sent in duplicate, in which the copy shall be certified by the employer certified with the original.

Art. 9.§ 1. For the companies referred to in Article 7, paragraph 3, the employer shall provide a copy of the duly completed joint accession agreement to the union delegation.

The joint accession agreement is signed by the employer and a representative of each of the unions sitting on the Joint Committee for the construction industry and which are represented in the trade union delegation of the company.

In the absence of a trade union delegation in the company, the agreement referred to in paragraph 1 shall be signed by the employer and a representative of at least two trade unions sitting on the Joint Committee for construction, and which are most representative of the blue collar workers of the company.

§ 2. The employer sends the signed joint accession agreement, in accordance with the provisions of the paragraphs 1 and 2 of section 1, to the Chairman of the Joint Committee for the construction industry. This agreement shall be sent in duplicate, in which the copy is certified by the employer certified with the original.

§ 3. The organizations that have signed the Collective Labour Agreement, explicitly agree:

- on the principle not to oppose the increase in the internal limit (article 26bis, § 1bis) or the quota overtime (Article 26bis, § 2bis) to a maximum of 143 hours per year;
- not to negotiate additional benefits accompanying the increase of the internal limit (article 26bis, § 1bis) or of the quota of overtime (Article 26bis, § 2bis) to a maximum of 143 hours per year

4.4.11.2 Section 2. Approval procedure

Art. 10. § 1. The select committee (Article 44 of the joint labour agreement of December 22, 2005) shall deliver reasoned decisions.

These decisions are taken by consensus of the members present, within a period of six weeks from the date when the Chairman of the Joint Committee has received the full file as provided for in the paragraph 2.

Upon a reasoned request from a member of the committee, the period of six weeks referred to in the paragraph 1 may be extended by two weeks. The chairman of the Joint Committee shall inform the employer of the extension of the period.

§ 2. The file shall be complete when it contains all the documents and elements defined in this agreement.

§ 3. The powers of the select committee shall be strictly limited to the verification of the conformity of the accession agreements and the acts of accession containing the provisions of this agreement.

Art. 11. The chairman of the joint committee informs the employer within 8 days of the decision of the select committee.

If no decision intervenes within the period specified in the Article 10, the accession agreement or act of accession is considered approved.

In case of a reasoned refusal of approval within the period referred to in the Article 10, the accession agreement or the act of accession cannot be regarded as established in implementation of this agreement.

4.4.12 Validity

Art. 14. § 1. This CLA comes into effect on 1 January 2014 and is concluded for an indefinite period

4.5 Mobility day

CLA of 30 September 2019 (156421) (R.D. 06/09/2020 – B.O.G. 07/10/2020),
amended by CLA of 30 September 2023 (181686) (R.D. 01/09/2024 – B.O.G. 07/01/2025)
amended by the CLA of 5 February 2026 (198496) (The binding force has been requested.)
Article 10, first paragraph, is replaced by the CLA 181686 and amended by the CLA 198496.

Art. 10. A worker who receives a mobility allowance on an annual basis (January-December) for a total of 28 500 kilometres or more, is entitled to a "mobility day", which can be taken by mutual agreement with the employer.

The employer pays the normal salary for the "mobility day", calculated in accordance with the R.D.of 18 April 1974, which determines the general manner of implementation of the Act of 4 January 1974 concerning public holidays.

The "mobility day" shall be taken by mutual agreement with the employer no later than 31 March following the year to which the "mobility day" relates.

The employer shall only owe the normal salary if the "mobility day" is actually taken up. They do not have to pay the salary for that day if the worker does not take up the “mobility day” or has not been able to do so due to suspension or termination of the contract.

This article 10 comes into effect on 1 September 2023 for an indefinite period.

5 Welfare fund

Legal basis:

CLA of 12 September 2013 (117345), as amended by the CLA of 14 February 2019 (151099)
(R.D.28/04/2014 - B.O.G.19/08/2014)
(R.D.23/06/2019 - B.O.G.11/07/2019)

The fidelity stamps (= end-of-year bonus) are part of the salary and working conditions to be complied with by any foreign employer posting workers to Belgium and whose activity falls within the competence of the Joint Committee for the construction sector.

This advantage is not paid directly by the employer to his blue collar workers. It is allocated by the Welfare fund of the sector and the employer pays a contribution to the Fund to finance the benefit.

The foreign employer located in one of the Member States of the European Union may be exempted from this contribution if he can demonstrate that the posted blue collar workers are already receiving benefits, for their period of employment in Belgium, which are comparable to the fidelity stamps, pursuant to the rules which their employer is subject to in his/her country of location.

Foreign employers are required to register with the collecting body Employer’s Office for the Organisation and Control of Welfare Schemes (abbreviated OPOC/PDOK).
Foreign employers automatically satisfy the aforementioned obligation by submitting the Limosa declaration, pursuant to Chapter 8 of Title IV of the Programme act (I) of 27 December 2006, which refers to 'construction' as the nature of the services provided as part of the secondment in Belgium

and answers the question whether the worker is paid a bonus comparable to the fidelity stamp benefit referred to in this collective labour agreement .

When a foreign employer mentions a comparable scheme, the above-mentioned collecting body assesses whether or not the scheme is comparable.

The companies which obtained no exemption in accordance with the above procedure, must pay a contribution of 9,12%, 9% of which is intended to allocate the fidelity stamps to their blue-collar workers, while and 0,12% is intended to cover the management costs.

More information:

- Limosa website
- Employer's Office for the Organisation and Control of Welfare Schemes (abbreviated OPOC/PDOK)
  Rue du Lombard, 34-42
  1000 BRUSSELS
  Tel.: +32 (0) 2 54.55.639
  Fax: +32 (0) 2 54.55.903
  foreign@opoc-pdok.be
- Welfare Fund of the blue collar workers in the building sector (fbz-fse Constructiv)
  Rue Royale, 132 boîte 1
  1000 BRUSSELS
  Tel.: +32 (0) 2 20.96.565
  Fax: +32 (0) 2 20.96.500
  fbz@constructiv.be
  http://www.constructiv.be