# Joint committee for fuel trade (JC 127)

This information sheet lists the wages and other working conditions as they have been fixed by a collective labour agreement (CLA) in the joint committee and must therefore be paid, as a minimum, to the workers employed in Belgium, in accordance with the function performed and the working conditions applicable 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 ("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

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# 1. Scope of application

## 1.1. Creation and modifications

**(0) RD 28.03.1975 BOG 23.05.1975**
**(1) RD 19.01.1987 BOG 13.02.1987**
**(2) RD 29.04.1999 BOG 18.06.1999**
**(3) RD 10.07.2013 BOG 22.07.2013**

Article 1. § 2 The Joint committee is competent for the workers whose occupation is mostly of a manual nature and for their employers, and this for:

1. companies carrying out one or more of the following commercial activities:

a) the sale of solid fuels, including or not including loading and/or unloading, home delivery and any handling of such fuels;

b) owning or operating storage facilities for petroleum products and/or derivatives with a total volumetric capacity of less than 15 000 m³ on any basis whatsoever;

c) the sale of petroleum products and/or derivatives and do not meet two of the following criteria:

- distribute at least 150 000 tonnes of petroleum products and/or derivatives, excluding fuel oil, per year;
- ensure the distribution of at least 200 000 tonnes of fuel oil per year;
- use a fleet of tankers with a capacity (cubic capacity) of up to 250 m³ owned by itself or by third parties;
- trade in petroleum products and/or derivatives through at least 25 retail outlets under a single trade name, owned by the company concerned.

2. companies which, in the case of petroleum products and/or derivatives, deal exclusively with transport on behalf of third parties, i.e. the transport of the product from one loading point to another in accordance with the customer's instructions, without the company carrying out any financial or commercial activity in relation to this product.

§ 2/1. "Petroleum products and/or derivatives" means, among other things: compressed, liquefied or dissolved petroleum gases, lubricants and greases;

"fuel-oil" means: medium-heavy, heavy and extra-heavy fuel oil;

"distribution" means: the transport of products on behalf of third parties, with the related financial and commercial activities such as, for example, order processing (taking and confirming orders), preparation of shipments, delivery planning, invoicing and other administrative formalities, and follow-up, managed and carried out by the company.

§ 3 This joint committee does not include retail companies that sell various products directly to consumers, including petroleum products and/or derivatives, and that are members of the following joint committees:

- Joint committee for garage companies;
- Joint committee for the petroleum industry and trade;
- Joint committee for the food trade industry;
- Joint committee for independent retail;
- Joint committee for food retail employees;
- Joint committee for large retail companies;

- Joint committee for department stores.

# 2. Remuneration

## 2.1. Wage scale (gross)

### 2.1.1. Salary amounts

2,1886% indexation on 01/01/2026.

| Class | Berenschot Code | Positions | Seniority 0-3 years | Seniority > 3 years | Seniority > 10 years | Seniority > 15 years |
|---|---|---|---|---|---|---|
| III. | **JC 127-004** | **Tanker driver for service station deliveries** | 16,1255 | 16,5341 | 16,6873 | 16,9299 |
| | **JC 127-005** | **Gas cylinders wholesale distribution driver** | 16,1255 | 16,5341 | 16,6873 | 16,9299 |
| | **JC 127-006** | **Tanker truck driver for the wholesale supply and distribution of liquid fuels** | 16,1255 | 16,5341 | 16,6873 | 16,9299 |

**CLA of 20/12/2018 (150201) (Royal Decree of 16/06/2019 - Belgian Official Gazette of 10/07/2019)**
This CLA shall take effect from January 1st, 2019, and for an indefinite period of time.
**CLA of 18/09/2019 (154082) (Royal Decree of 07/01/2020 - Belgian Official Gazette of 30/01/2020)**
This CLA shall take effect from January 1st, 2020, and for an indefinite period of time.
**CLA of 31/10/2019 (155877) (Royal Decree of 09/06/2021 - Belgian Official Gazette of 05/08/2021)**
This CLA comes into effect on July 1st, 2019, with the exception of Article 4, which comes into force on January 1st, 2020. It is concluded for an indefinite period of time.
**CLA of 03/11/2021 (168198) (Royal Decree of 23/02/2022 - Belgian Official Gazette of 27/04/2022)**
This CLA enters into force on January 1st, 2021, and is concluded for an indefinite period of time.

### 2.1.2. Job classification

**CLA of 20/12/2018 (150266) (Royal Decree of 16/06/2019 - Belgian Official Gazette of 10/07/2019)**

Tanker driver for service station deliveries

**Code : JC 127-004**

Organisation : depends on the company manager

Purpose: to deliver fuels to service stations in accordance with agreed arrangements in order to guarantee customer satisfaction. This is done in particular with articulated vehicles (tractor + tank semi-trailer).

Responsibilities (core results/key tasks)

Tanker loading

- receives the quantities of product to be loaded from the manager;
- registers at the depot, follows the instructions and guidelines in force at the depot;
- prepares the installation for truck loading (product, quantity, etc.);
- fills the vehicle's compartments (top or bottom loading) according to the depot's instructions, taking care not to overflow or contaminate the product (by loading the product into the right compartment);

- completes loading in accordance with current instructions, provides the correct ADR plate and completes the transport document;
- reports any anomaly to the manager

Delivery to service station customers

- receives the day's schedule (service stations addresses, products, quantities, schedule, etc.);
- places the vehicle close to the station so that it can be refuelled, and places traffic cones or triangles to mark out the loading area;
- if there are people in the station, reports to the manager, presents the delivery note and checks the products and quantities ordered;
- delivers according to the instructions on the order form;
- checks the quantity remaining in the customer's installation (visually, measuring stick, etc.) to avoid any overflow. He connects the earthing cable, connects the filling arm to the correct filling opening of the tank compartment to the storage tank of the filling station to be supplied and which contains the same product as the compartment to be unloaded;
- ensures that no product contamination occurs when the product is changed;
- ensures that all possible sources of ignition are eliminated in the direct environment;
- connects the earthing cable, matches the loading arm to the correct tank compartment, fits the overfill protectors and closes; if petrol is being delivered, keeps the vapour recovery pipe in the immediate vicinity of the loading site in order to intervene immediately if necessary, in the event of an incident;
- after delivery, disconnects the earthing pipes and cables and closes the valves of the compartments to be filled; indicates the quantity and the product delivered on the delivery note and hands it to the operator and has him/her sign for receipt (if he/she is present).

Vehicle inspection and maintenance

- visually checks the condition of the equipment and that all the necessary accessories, products, additives and protective equipment are present;
- carries out minor repairs and maintenance work (e.g. changing a light bulb);
- reports any anomaly to the manager and makes an appointment with the garage if necessary;
- keeps his truck and workplace clean.

Administrative management

- prints and checks the invoice and/or delivery note for the operator and verifies that the information is correct;
- indicates the delivery details on the delivery note;
- has the customer sign the invoice or delivery note, wherever possible;
- receives customer payments (bancontact, cash), if instructed to do so;
- hands over various documents (delivery notes, payments received, invoices, ADR transport documents, etc.);
- checks that the on-board unit and tachograph card are working properly;

Depending on the organisation, may be involved in the distribution of other fuels or lubricants.

Knowledge/Experience

- Knowledge level: upper secondary education or equivalent through experience;
- In-depth knowledge of truck operation;
- Knowledge of loading and delivery procedures;
- Knowledge of administrative procedures;
- Knowledge of safety measures;
- Basic knowledge of the products to be delivered;
- Certificate of professional competence;
- ADR Certificate;
- Operational after 1 month.

Autonomy

- Is autonomous in loading the lorry and delivering to customers;
- Is subject to the daily schedule, the highway code, ADR regulations, service stations regulations and applicable administrative and safety procedures;
- Calls on the manager to report any problems concerning the delivery, the route, the truck, the load, the customers, etc.

Specific skills

- Truck driving skills required;
- Coordinating movements to manoeuvre the semi-trailer truck.

Working conditions

- Occasionally gets on the truck (pumps, top loading, etc.);
- Works in all weather conditions;
- The risk of accidents is limited by observing safety rules and wearing personal protective equipment (shoes, gloves, harness, goggles, helmet, etc.);
- Risks of road accidents that can be caused by adverse weather conditions, the behaviour of road users, road conditions, lack of attention, etc. limited by appropriate behaviour on the road;
- Shift work;
- Must, on request, also work on weekends and public holidays

### Gas cylinders wholesale distribution driver

**Code : JC 127-005**

Organisation: depends on the company manager or team leader.

Purpose: to deliver gas cylinders to various customers (private individuals, companies) in accordance with agreed arrangements, in order to guarantee their satisfaction.

## Responsibilities (core results/key tasks)

Loading gas cylinders onto the truck

- receives the day's schedule/route sheet (customer names, addresses, products, quantities, prices, schedule, etc.);
- loads the cylinders by hand or using mechanical equipment (e.g. a Clark);
- ensures that the load is firmly secured, in accordance with current regulations;
- loads the cylinders into the truck, taking into account the order of the tour, and ensures that the load is properly secured;
- checks that the load is correct according to the delivery notes received/the route sheet.

Delivery of gas cylinders to private customers

- introduces himself to the customer, presents the order form and checks the product and quantity ordered (for present customers );
- delivers according to the instructions on the order form (in case of absent customers);
- if explicitly requested, disconnects the empty cylinder and connects the new one;
- removes the empty cylinders from the customer's cage;
- arranges and organises the empty cylinders so that the full ones are still easily accessible for the next customers;
- unloads the cylinders manually or using a hand truck (and tailgate if possible) at the customer's premises.

Unloading empty gas cylinders at the end of a tour

- grabs the pallets of empty cylinders using the Clark;
- stores empty cylinders in the designated area.

Vehicle inspection and maintenance

- visually checks the condition of the truck and makes sure that all the prescribed equipment (ADR equipment, accessories, products, additives and means of protection) is present;
- keeps his truck and workplace clean;
- at the request of the manager, goes to the technical inspection or garage for any servicing that may be required.

Administrative management

- receives customer payments (bancontact, cash), if instructed to do so;
- indicates on the order form the number of empty cylinders taken back from the customer (bonded cylinders);
- indicates on the order form if the number of cylinders delivered does not correspond to the planned number and/or if there is a defective cylinder to be credited and/or if additional equipment has been delivered;
- has the customer sign the delivery note, indicating any amount paid and the method of payment, and signs it himself;
- completes the ADR transport documents;

- gives the following items, among others, to the company manager: delivery notes, payments received, invoices, ADR transport documents, etc;
- checks that the on-board unit and tachograph card are working properly;

Depending on the organisation, may be involved in the distribution of other fuels or lubricants.

Knowledge/Experience

- Knowledge level: upper secondary education or equivalent through experience;
- Knowledge of loading and delivery procedures;
- Knowledge of administrative procedures;
- Knowledge of safety measures;
- Basic knowledge of the products to be delivered;
- Certificate of professional competence;
- ADR Certificate;
- Operational after 1 month.

Autonomy

- Is autonomous in loading the lorry and delivering to customers;
- is subject to the daily schedule, the highway code, ADR regulations and applicable administrative and safety procedures;
- Calls on the manager to report any problems concerning the delivery, the route, the truck, the load, the customers, etc.

Specific skills

- Truck driving skills required;
- Coordinating movements to manoeuvre the articulated truck.

Working conditions

- The incumbent loads/unloads gas cylinders manually, and pulls, lifts and pushes loads of up to 25 kg;
- The job is mostly done standing up, sometimes in awkward positions to load/unload the truck;
- Works in all weather conditions;
- The risk of accidents is limited by observing safety rules, wearing personal protective equipment (shoes, gloves, harness, goggles, helmet, etc.) and using the equipment provided (trolley, pallet truck, etc.);
- Risk of road accidents (scissor lorries, tipping, etc.) accentuated by the size of the lorry, the type of product transported, its weight, etc.)

### Tanker truck driver for the wholesale supply and distribution of liquid fuels

**Code : JC 127-006**

Organisation: depends on the company manager or team leader.

Purpose: to deliver liquid fuels and combustibles to various customers (private individuals, companies) in order to enable customers to be delivered on time and in accordance with agreements and to guarantee their satisfaction.

## Responsibilities (core results/key tasks)

Tanker loading

- receives the quantities of product to be loaded from the manager;
- registers at the depot, in accordance with the regulations in force and the depot's technical requirements;
- prepares the installation for truck loading (product, quantity, etc.);
- fills the vehicle's compartments (top or bottom loading) according to the depot's instructions, taking care not to overflow or contaminate the product (by loading the product into the right compartment);
- completes loading in accordance with current instructions, provides the correct ADR plate and completes the transport document;
- drops off his trailer before the rounds (only for vehicles of the "lorry and trailer" type) and refuels from it, taking care to balance the fluids between the tank compartments.

Deliveries to private customers, large companies, factories, transport companies, etc.

- receives the day's schedule/order forms (customer names, addresses, products, quantities, prices, schedule, etc.);
- introduces himself to the customer, presents the order form and checks the product and quantity ordered (for present customers);
- delivers according to the instructions on the order form (in case of absent customers);
- checks the customer's installation before delivery, in accordance with the prescribed procedures (green plug, control card, etc.);
- checks the quantity remaining in the customer's installation (visually, using a measuring stick, etc.) to avoid any overflow;
- transfers the fuel contained in the trailer to the truck's tank when the latter is empty, taking care not to get into the wrong compartment (only for vehicles of the "truck and trailer" type);
- rinses the hose if the product is changed between two customers, pouring the product contained in the hose into the corresponding compartment;
- connects the gun (possibly with a nozzle) to the customer's installation, opens the valve in the compartment to be unloaded and sets the product and quantity to be delivered;
- if necessary, connects the existing sensor (to prevent overflow) to the truck installation and the control unit;
- starts delivery, keeps an eye on the acoustic overflow prevention system (whistle) and the flow rate;
- stops the delivery process immediately in the event of a problem, or when the safety signal stops;
- asks, if necessary, for the manager's authorisation in the event of changes in quantity or price at the customer's request.

Vehicle inspection and maintenance

- visually checks the condition of the truck and makes sure that all the prescribed equipment (ADR equipment, accessories, products, additives and means of protection) is present;
- keeps his truck and workplace clean;

- at the request of the manager, goes to the technical inspection or garage for any servicing that may be required.

Administrative management

- prints and checks the invoice and/or delivery note for the customer and verifies that the information is correct;
- has the customer sign the invoice or delivery note, wherever possible;
- receives customer payments (bancontact, cash), if instructed to do so;
- calculates the price or total cost if the customer requests a change in the quantity or price to be delivered (with the manager's agreement);
- records the delivery in the truck's system (quantity, product, etc.);
- hands over various documents (delivery notes, payments received, invoices, ADR administration, etc.);
- records its journey times via the tachograph card.

Depending on the organisation, may be involved in the distribution of other fuels or lubricants.

Knowledge/Experience

- Knowledge level: upper secondary education or equivalent through experience;
- In-depth knowledge of truck operation;
- Knowledge of how customer installations work;
- Knowledge of loading and delivery procedures;
- Knowledge of administrative procedures;
- In-depth knowledge of safety measures;
- Basic knowledge of the products to be delivered;
- Certificate of professional competence;
- ADR Certificate;
- Operational after 1 month.

Autonomy

- is subject to the daily schedule, the highway code, ADR regulations and applicable administrative and safety procedures;
- Is autonomous in loading the lorry and delivering to customers;
- Calls on the manager to report any problems concerning the delivery, the route, the lorry, the load, the customers, etc. and to request adjustments to the price and/or quantity.

Specific skills

- Truck driving skills required;
- Coordinating movements to manoeuvre the articulated truck.

Working conditions

- Requires physical effort to unwind the hose regularly (up to 60 m);

- Regularly adopts awkward and difficult postures when delivering to customers (high installations, basements, cellars, etc.);
- Occasionally gets on the truck (pumps, loading of the truck);
- Is in regular contact with dirt;
- Works in all weather conditions;
- Must be able to cope with peak work periods;
- Is regularly exposed to odours, humidity, fumes and noise;
- The risk of accidents is limited by observing safety rules and wearing personal protective equipment (shoes, gloves, harness, goggles, helmet, etc.);
- Risk of road accidents (scissor lorries, tipping, etc.) accentuated by the size of the lorry, the type of product transported (liquid), its weight, etc.

Provisions

Art. 4. Employer and worker agree on the class corresponding to the worker's main activity (minimum 50 p.c.).

Art. 5. In the event of disagreement, the matter may be submitted to an appeals committee made up jointly of the members of the working group set up within the Joint committee to draw up the job classification.

Art. 7. This CLA shall take effect from January 1st, 2019, and for an indefinite period of time.

## 2.2. Bonuses

### 2.2.1. Night work bonus

**CLA of 17/07/2020 (159521) (Royal Decree of 01/07/2021 - Belgian Official Gazette of 11/08/2021)**

Article 1. This CLA applies to the employers of the companies covered by the Joint committee for fuel trade (JC 127), and to their workers.

The term "workers" refers to: male and female drivers who supply petrol stations and/or depots.

Art. 3. Workers employed in companies covered by the Joint committee for fuel trade (JC 127) who perform night work are entitled to a night allowance within the meaning of Article 4 of this CLA.

By "night work" is meant (see article 1 of collective labour agreements nrs. 46 and 49): work performed between 8 p.m. and 6 a.m., excluding :

- workers who work exclusively between 6 a.m. and midnight;
- workers whose work usually starts at 5 a.m.

Art. 4. The amount of the financial allowance for night work may not be less than that provided for in CLA nr. 49 of May 21st, 1991, on the guarantee of a specific financial allowance for workers employed in shift work involving night work or in other forms of work involving night work. The amount, like that provided for in CLA nr. 49, is linked to the consumer price index.

The amount and indexation of the financial compensation for night work may differ from what is stipulated in CLA nr. 49, but only to the benefit of workers.

Period of validity

Art. 5. This CLA enters into force on January 1st, 2020, and is concluded for an indefinite period of time.

### 2.2.2. Shift bonus

**CLA of 22/01/2019 (150201) (Royal Decree of 16/06/2019 - Belgian Official Gazette of 10/07/2019)**
**CLA of 11/12/2019 (155877) (Royal Decree of 09/06/2021 - Belgian Official Gazette of 05/08/2021)**
Art. 4. of CLA nr. 150201 is modified by CLA nr. 155877.

Art. 4. A shift bonus of EUR 0,50/hour is granted to tanker drivers delivering service stations (JC 127-004).

Art. 6. This CLA shall take effect from January 1st, 2019, and for an indefinite period of time.

### 2.2.3. Lump-sum subsistence allowance

**CLA of 27/06/2007 (84152) (Royal Decree of 20/02/2008 - Belgian Official Gazette of 29/04/2008)**
**Modified by the CLA of 18/09/2019 (154082) (Royal Decree of 07/01/2020 - Belgian Official Gazette of 30/01/2020)**
Art. 5. and 6 of CLA nr. 84152 are modified by CLA nr. 154082.

Art. 2. A lump-sum allowance of EUR 30,3267 is granted to manual workers, for each 24-hour period commenced, when, due to operational requirements, they are obliged to take their daily and/or weekly rest period, as provided for in Social Regulation (EC) Nr. 561/2006 of the European Parliament and of the Council of March 15th, 2006, away from their home or the workplace provided for in their employment contract.

Art. 3. In the following two cases, the amount of the lump-sum subsistence allowance is limited to EUR 12,1981:

A. for the first daily rest period as defined in Article 2, when the cumulative working and availability times preceding the said rest period are less than 8 hours and provided that this rest period is not part of a stay of several days;

B. when the absence from home is less than 24 hours and it concerns a single daily rest period as defined in Article 2.

Art. 4. In the event the manual worker can prove that the actual expenses exceed the amounts mentioned in articles 2 and 3, the amount of the subsistence allowance will be adjusted to the actual expenses.

#### Indexation

Art. 5. Principle:

In order to harmonise the indexation mechanism for salaries, the subsistence allowance and GRLP allowance, a single annual indexation will take place on the basis of the smoothed health index, set monthly by the FPS Economy and published in the Belgian Official Gazette.

This indexation will take place on January 1st of each year on the basis of the index for November of the previous year.

§ 1. The amount to be adjusted is multiplied by the new index and divided by the old index.

§ 2. For rounding purposes, 5 decimal places are taken into account and rounded as follows:

- When the fifth decimal place is less than 5, the fourth decimal place remains unchanged;
- When the fifth decimal place is equal to or greater than 5, the fourth is rounded up.

Art. 6. If an agreed salary increase and indexation are to be applied simultaneously, the indexation is calculated first and then the salary increase is applied.

#### Period of validity

Art. 7. This CLA is concluded for an indefinite period of time and enters into force on June 1st, 2007.

Lump-sum subsistence allowance : EUR 46,3764 (last indexation : 01/01/2026)

Lump-sum subsistence allowance (Art. 3. limit) : EUR 18,6534 (last indexation : 01/01/2026)

### 2.2.4. Lump-sum GRLP allowance

**CLA of 18/10/1993 (34793) (Royal Decree of 30/09/1994 - Belgian Official Gazette of 03/12/1994)**
**Modified by the CLA of 25/11/2011 (107554) (Royal Decree of 24/06/2013 - Belgian Official Gazette of 25/09/2013)**
**Modified by the CLA of 18/09/2019 (154082) (Royal Decree of 07/01/2020 - Belgian Official Gazette of 30/01/2020)**
Art. 3. § 1 of CLA nr. 34793 is modified by CLA nr. 107554.
Art. 3. § 2 of CLA nr. 34793 is modified by CLA nr. 154082.

Art. 2. Employers shall grant their non-sedentary workers an allowance known as the "GRLP allowance". This GRLP allowance is granted to reimburse expenses incurred by non-sedentary staff outside the company's registered office, as defined in the work regulations, but which are specific to the company.

This GRLP allowance must be entered on the workers' 281.10 form under the heading "employer's own expenses".

The origin of the GRLP allowance lies in the provisions of the GRLP which apply to sedentary workers (Title II, Chapter II, Section II of the General Regulations for Labour Protection).

Given the mobile nature of the staff employed, which prevents companies from providing a certain number of sanitary facilities (such as washrooms, refectories, toilets, refreshments, etc.), it is necessary to use existing private facilities.

Art. 3. § 1. The GRLP allowance is granted to male and female workers per hour of full or partial attendance. From January 1st, 2012, this GRLP allowance is increased by EUR 0,05. This means that it will amount to EUR 1,1779 from January 1st, 2012.

§ 2. In order to harmonise the indexation mechanism for salaries, the subsistence allowance and GRLP allowance, a single annual indexation will take place on the basis of the smoothed health index, set monthly by the FPS Economy and published in the Belgian Official Gazette.

This indexation will take place on January 1st of each year on the basis of the index for November of the previous year.

If an agreed salary increase and indexation are to be applied simultaneously, the indexation is calculated first and then the salary increase is applied.

Principle:

§ 1. The amount to be adjusted is multiplied by the new index and divided by the old index.

§ 2. For rounding purposes, 5 decimal places are taken into account and rounded as follows:

- When the fifth decimal place is less than 5, the fourth decimal place remains unchanged;
- When the fifth decimal place is equal to or greater than 5, the fourth is rounded up.

Art. 4. This CLA takes effect on July 1st, 1993.

GRLP allowance: EUR 1,6239 (last indexation : 01/01/2026)

### 2.2.5. Extra pay

**CLA of 17/12/2007 (87003) (Royal Decree of 30/07/2008 - Belgian Official Gazette of 10/10/2008)**
**Modified by the CLA of 29/01/2014 (120646) (Royal Decree of 09/10/2014 - Belgian Official Gazette of 28/11/2014)**
Art. 8. and 9 of CLA nr. 87003 are modified by CLA nr. 120646.

Art. 3. Working time

§ 1. The maximum weekly working time set in Article 19 of the Labour Act of March 16th,1971, as amended by the Acts of July 20th, 1978, and August 10th, 2001, is maintained at forty hours.

§ 2 Existing hourly wages remain unchanged.

Art. 4. Working time reduction

§ 1. From January 1st, 2003, the reduction in working time to 38 hours per week is achieved by granting a maximum of twelve compensatory rest days per year.

As for the part-time manual workers, compensatory rest days are granted on a pro rata basis.

Art. 5. Calculation of working hours on a yearly basis (new working arrangements)

§ 1. The average weekly working time, calculated over a period of one year, may not exceed 40 hours. The Reorganization Act of January 22nd, 1985, allows the weekly limit to be calculated as an average per year. The working time is 40 hours a week; 40 hours multiplied by 52 weeks gives 2 080 hours. Equivalent days, days off and compensatory rest days are included in this total.

§ 2 Provided that working hours do not exceed 12 hours per day or 2 080 hours per year, no overtime supplement is owed.

§ 3. The one-year reference period mentioned above begins on October 1st, and ends on September 30th, of the following year (hereafter the "reference period").

Art. 6. Transport works - Attendance time

Pursuant to Article 19 of the Labour Act of March 16th, 1971, the Joint committee, at its meeting of November 30th, 2007, asked the Minister for Employment that one hour of the daily attendance time of transport workers not to be considered as working time. A maximum of 5 hours per week of this attendance time would not be considered as working time. This attendance time will be paid at the applicable hourly wage.

Art. 7. Overtime hours credit: internal limit of 65 hours

At no time during the reference period, with the exception of the cases defined in Article 8, may total working time exceed the maximum average weekly working time multiplied by the number of weeks or parts of weeks included in the reference period, by more than 65 hours.

Art. 8. Overtime hours credit: internal limit of 65 hours

§ 1. Only in order to cope with an extraordinary increase in workload (article 25 of the Labour Act of March 16th, 1971) and in the case of work required by unforeseen necessity (article 26, § 1, 3° of the Labour Act of March 16th, 1971), the overtime credit as defined in article 7 is increased to 143 hours from October 1st, 2013.

§ 2. This article does not apply to companies which have obtained, before the date of entry into force of this CLA, a derogation relating to the increase of the overtime credit to 143 hours, granted by the Joint committee.

Art. 9. Recovery and payment of overtime hours

§ 1. All hours worked in excess of the normal daily or weekly working hours, whether under full-time or part-time working regulations, shall give rise to compensatory rest within the same reference period.

The compensatory rest must in any event be granted as soon as the limit referred to in Article 7 or Article 8 is exceeded, and before the worker is able to work overtime again.

§ 2 Payment for hours worked in excess of normal working hours is made at the time of recovery. Provided that these hours are within the limits mentioned in article 5 (new working arrangements), they do not give entitlement to the payment of a supplement for overtime worked (extra pay).

§ 3 The number of hours of compensatory rest for which the worker may opt for payment and waive the possibility of recovering them (in application of Article 26bis, § 2bis of the Labour Act of March 16th, 1971) is increased from 65 to 143 hours as from October 1st, 2013. Overtime paid in this way at the request of the worker is not included in the calculation of the average working time in the reference period.

§ 4 The hours provided for in § 3 only concern overtime which is the consequence of an extraordinary increase in work (article 25 of the Labour Act of March 16th, 1971) or work justified by unforeseen necessity (article 26, § 1, 3° of the Labour Act of March 16th, 1971).

Art. 10. In the event of an exceptional increase in work (article 25 of the Labour Act), prior authorisation is always required, either from the trade union delegation or from the Social Inspectorate if there is no trade union delegation. The workers concerned must be given at least 24 hours' notice. A copy of the communication to the trade union delegation or the Social Inspectorate will be sent to the Chairman of the Joint committee for fuel trade.

In the case of work required due to unforeseen necessity (Article 26, § 1, 3°), the trade union delegation must only give its prior authorisation, if possible; otherwise, the trade union delegation must be informed. In the absence of a trade union delegation, it is sufficient to inform the Social Inspectorate a posteriori. A copy of this communication will be sent to the Chairman of the Joint committee for fuel trade

Art. 11. This CLA enters into force on January 1st, 2007, and is concluded for an indefinite period of time.

# 3. Reimbursement of travel, board and lodging expenses

From July 30th, 2020, allowances will only have to be paid to posted workers under the conditions set out in Article 5, paragraph 1, sub-paragraph 2 of the Act of March 5th, 2002, concerning the conditions of work, remuneration and employment in the event of the posting of workers to Belgium and compliance therewith. In other words, they will only have to be paid when posted workers have to move to or from their usual place of work in Belgium, or when they are temporarily sent by their employer from this place of work to another place of work.

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

## 3.1. Transport costs

**CLA of 30/01/2024 (186127) (Royal Decree of 26/09/2024 - Belgian Official Gazette of 31/10/2024)**

*Public transport*

Art. 2. § 1. For the workers using public transport organised by the SNCB, the employer's contribution to the price of the ticket is increased to 80% of the price of the 2nd class train card for the corresponding distance, regardless of the number of kilometres.

§ 2. Companies are recommended to conclude a third-party payer agreement with the SNCB for train transport, providing for the public authorities to pay the remaining 20% so that the worker benefits

from free train transport for their journeys between home and workplace, without extra cost for their employer and via a simplified administrative procedure.

Under this third-party payment agreement, the SNCB undertakes to issue free validation tickets to the company workers entering into a third-party payment agreement. 80 p.c. of the costs are immediately recovered from the employer and 20 p.c. from the authorities.

Art. 3. § 1. Where workers use public transport other than the railways, the employer's contribution to the price of the subscriptions is also increased to 80% of the actual costs.

§ 2. This provision applies when the price of transport is proportional to the distance as well as when the price is fixed irrespective of the distance.

Art. 4. § 1. Where the worker combines the train (2nd class) with one or more other means of public transport, the employer's contribution is also set at 80% of the actual cost.

§ 2 This provision applies not only when a single ticket is issued to cover the total distance (without a subdivision being made in this ticket by means of public transport), but also when several tickets are issued to cover the total distance. In the latter case, it is necessary to list the amounts of employer contributions for each transport ticket.

§ 3 If a train card is combined with a STIB ticket, it is also possible for the companies referred to in Article 1 to conclude a third-party paying agreement with the SNCB, without these companies having to pay any additional costs and also benefiting from a simplified administrative procedure. The 20 p.c. contribution from the authority is therefore granted both for travel by train in 2nd class and for travel using the STIB.

In the case of travel by TEC or De Lijn means of transport, no intervention is planned by the authority.

Art. 5. The provisions contained in Articles 7 to 10 of the National Labour Council's collective labour agreement nr. 19octies on the financial contribution by employers to the price of transport of workers remain fully applicable.

*Private transport*

Art. 6. Workers living at a 5 km distance or more from their workplace are also entitled to a contribution from the employer towards the cost of travel between home and work if they use private transport to travel between home and work. This contribution amounts to 60 p.c. of the price of a 2nd class railcard for the corresponding distance, there and back, between home and work.

*Common provisions*

Art. 7. Without prejudice to the provisions of chapters II and III of this collective labour agreement, the more favourable conditions for transport expenses between home and workplace at company level shall be maintained.

Art. 8. Where the employer provides free transport for their workers by their own means or by their intervention, the workers may not claim payment of the cost of the journey to and from work.

Art. 9. The payment of the home-workplace intervention is made at least once a month.

*Period of validity*

Art. 10. § 1. This collective labour agreement is concluded for an indefinite period of time and takes effect from January 1st, 2024.

## 3.2. Bicycle allowance

**CLA of 02/12/2019 (156738) (Royal Decree of 01/07/2021 - Belgian Official Gazette of 11/08/2021)**

Art. 3. For journeys made by bicycle between the place of residence and the place of employment and vice versa, the employer pays an allowance of EUR 0,24 per kilometre travelled from the first kilometre; This amount is linked to the annual tax indexation (maximum exempt amount per kilometre).

Art. 4. The procedures for obtaining reimbursement of the amounts provided for in Article 3 shall be mutually agreed between the employer and the worker.

Art. 5. This CLA shall take effect from September 1st, 2019, and for an indefinite period of time.

# 4. Working time

## 4.1. Weekly time

38 hours.

**CLA of 17/12/2007 (87003) (Royal Decree of 30/07/2008 - Belgian Official Gazette of 10/10/2008)**
This CLA enters into force on January 1st, 2007, and is concluded for an indefinite period of time.

## 4.2. Public holidays

10 legal public holidays (art. 1 RD of 18/04/1974) :

- January 1st
- Easter Monday
- May 1st (Labour Day)
- Ascension Day
- Whit Monday
- July 21st (National Holiday)
- August 15th (Assumption Day)
- November 1st (All Saints Day)
- November 11th (Armistice Day)
- December 25th (Christmas Day)

More information on the site of the FPS ELSD:

https://emploi.belgique.be/fr/themes/international/detachement/conditions-de-travail-respecter-en-cas-de-detachement-en-3

20 legal holidays (in the five-day system) :

The legal holidays to which the worker is entitled shall be calculated annually in 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://emploi.belgique.be/fr/themes/international/detachement/conditions-de-travail-respecter-en-cas-de-detachement-en-4