

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

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

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

*The CLA's hereafter can be consulted on the site of the FPS ELSD in Dutch or in French :*

<http://www.werk.belgie.be/searchCAO.aspx?id=4708>

<http://www.emploi.belgique.be/searchCAO.aspx?id=4708>

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

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## 1. Scope of application

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

### **Creation and modifications**

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

### **Article 1, § 1, point 1**

The Joint Committee is responsible for workers who mainly perform manual tasks and their employers,

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

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

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

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

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

- iron and metal casting foundries;
- wire drawing factories, stretching, cold rolling, profiling, calendaring and related techniques;
- forging, stamping, heavy pressing, thermoforming and related industries, among which sections, chains and tubes, apart from seamless steel tubes;
- sheet processing and manufacture of various products, such as light and heavy packaging, sheet metal products intended for industrial or non-industrial use, home appliances, building fixtures, metal working, metal furniture, metal beds, bed bases and mattresses;
- manufacture and installation of metal fittings, apart from companies which install more than half of their annual production with their own staff, and provided that installing these fittings on site represents more than 35 % of the hours worked by all the company staff members;
- manufacture, assembling and control of bridges, frames and lifts;

- boilermaking and boilers;
- building of vessels and ships and repair of seafaring and inland ships;
- railway and tramway locomotives;
- cars, bicycles, aeronautics and related industries, among which the industrial manufacture of bodies (coachwork), caravans, trailers and semi-trailers as well as buggies; industrial manufacturing involves using industrial techniques such as mass or series production, apart from short or special runs and as opposed to craft techniques;
- driving, pneumatic and hydraulic machines, compressors, pumps, ventilators, machine tools, textile machines, machines and tools for processing thermoplastic and thermosetting synthetic or composite materials, various types of machinery and all related accessories, tools;
- various mechanical constructions such as those relating to gears, plumbing, general mechanics and cutting;
- lifting, handling, weighing devices;
- machines, devices and equipment for various industries, precision mechanics;
- agriculture, horticulture and rearing equipment;
- repair, maintenance and control of machines, devices, equipment and vehicles produced by companies engaged in metal, mechanical and electrical constructions, excluding companies which fall within the competence of the Joint Committee for the garage sector or the Joint Committee for commercial aviation;
- adjustment work;
- petrol and diesel engine overhaul;
- cutlery;
- manufacture of chandeliers;
- manufacture of any lighting and signalling equipment, including the installation when the company manufactures all or part of the equipment it installs;
- industrial electrical equipment and small installation equipment, home appliances, manufacture without installation of filament, fluorescent, neon, mercury vapour, infrared tubes and lamps or other lamps;
- electrical installations, including neonists, when the company manufactures all or part of the equipment it installs on an industrial scale;
- batteries, accumulators;
- telecommunications, electronics for industrial or general use;
- radio and television sets and spare parts;
- measuring and laboratory instruments and similar equipment;
- optical devices;
- specific medical devices, excluding those falling within the competence of the Joint committee for the chemical industry;
- zip fasteners;
- metal toys;
- manufacture of musical instruments;
- galvanization, nickel-plating, chromium-plating, polishing, enamelling, painting of machines, pieces or components; colouring, painting and stove-lacquering of metals, covering through dipping, winding, plasticizing and other derived techniques;
- processing and/or shaping of plastics and related materials for the manufacture of products intended for metal, mechanical and electrical constructions according to specific techniques used in the metal processing sector;
- manufacture of reinforced plastic material;
- manufacture of pieces for ventilation or air conditioning facilities;
- water treatment facilities, including purification facilities (electromechanical part);
- refuse treatment facilities (electromechanical part);
- watch-making and jewellery industries;
- guns and ammunition;
- design offices relating to the above-mentioned business lines

## 2. Minimum wages (gross)

<b>Subsector INDUSTRIAL METALWORK</b> <b>Subsector SMALL-SCALE METALWORK</b>
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**1st of July 2016 (Indexation percentage 0.88%)**

<i>The province of the operating office determines which wages have to be applicated.</i>	Hourly scheme (on a weekly basis)	
<u>National:</u>		
Guaranteed minimum wage for blue collar workers with a normal output (all production bonuses included)	38 h	11.44
<u>Province of Brabant:</u>		
Minimum wage	38 h	11.44
	39 h	11.15
	40 h	10.87
<u>Province of West Flanders:</u>		
Minimum wage	38 h	
Class 1		12.1060
Class 2		12.3663
Class 3		12.5218
Class 4		12.7295
Class 5		12.9381
Class 6		13.2501
Class 7		13.5618
Class 8		13.9775
Class 9		14.2888
Class 10		14.6534
Class 11		15.0175
<u>Province of East Flanders: (not applicable to Volvo Cars &amp; Volvo Group Belgium (Volvo Europa Truck))</u>		
Minimum wage	38 h	
Class 1		12.1589
Class 2		12.4202
Class 3		12.5767
Class 4		12.7857
Class 5		12.9949
Class 6		13.3079
Class 7		13.6215
Class 8		14.0398
Class 9		14.3523
Class 10		14.7186
Class 11		15.0834
<u>Province of Antwerp:</u>		

Guaranteed minimum wage	38 h	12.0053
<u>Province of Limburg:</u>		
Guaranteed minimum wage	38 h	11.4571
<u>Provinces of Liege and Luxembourg:</u>		
Guaranteed minimum wage (all production bonuses included)		
At recruitment:	36 h	12.2465
	37 h	11.9155
	38 h	11.6019
	39 h	11.3044
	40 h	11.0218
From 6 month onwards for the same employer :		
	36 h	12.6408
	37 h	12.2992
	38 h	11.9755
	39 h	11.6684
	40 h	11.3767
<u>Province of Namur:</u>		
Guaranteed minimum wage	38 h	11.6017
<u>Province of Hainaut:</u>		
Guaranteed minimum wage	38 h	
At recruitment:		11.6019
From 6 <sup>th</sup> . month onwards for the same employer:		11.9755

## **Job classification**

### **West and East Flanders**

#### **CLA of 15 December 2008 (90 440)**

(R.D. 18/11/2009 - Belgian Official Gazette 11/02/2010)

#### **Minimum wage scale, West Flanders**

#### **CLA of 16 February 2009 (91 030)**

(R.D. 19/05/2010 - Belgian Official Gazette 04/08/2010)

#### **Minimum wage scale, East Flanders**

Article 4 - Technical staffing and internal rules of procedure

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

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

- Class 1 - immediate employability of the job holder without any academic training;
- fixed repetitive tasks under constant supervision - 100 pc. follow-up; assumes no responsibility for error;
  - no negative aspect present regarding the working environment;
  - the tasks do not require any use of hand tools.



- Class 2 - employability of the function holder without any academic training, provided an exposure time of less than one working day;  
- fixed repetitive tasks under constant supervision - 100 pc. follow-up; assumes no responsibility for error;  
- no negative aspect present with respect to the working environment;  
- tasks require the use of current hand tools.
- Class 3 - employability of the job holder possible after a short internal training (less than one working day) and an exposure time of less than one week;  
- fixed tasks assigned under supervision;  
- possible errors are immediately detected and for the solution can always be relied on support;  
- max 1 influencing factor may occur in the working conditions.;  
- tasks may require the use of pre-set machines.
- Class 4 - employability of the job holder requires a basic knowledge with an exposure time of less than one week;  
- varying tasks within one activity area and supervised;  
- possible errors are immediately detectable and solved by reworking one's own work;  
- tasks may require the use of pre-set machines;  
- max. 1 influence factor in working conditions.
- Class 5 - employability of the job holder requires a vocational training with an exposure time of over one week to one month;  
- alternate tasks within one activity and supervised;  
- possible errors are immediately detected and solved by reworking one's own work;  
- disruptions in the work flow may be adjusted by one's own efforts;  
- tasks may require the use of pre-set machines;  
- the work can only be affected by atmospheric conditions.
- Class 6 - employability of the job holder requires a lower secondary technical training;  
- alternate tasks in equivalent activities and supervised;  
- errors are detected through sampling and solved by reworking one's own work on the already processed products;  
- tasks may require the use of pre-set machines with clear instructions for possible adjustment of the machine parameters;  
- judicious use of personal protective equipment may be required.
- Class 7 - employability of the job holder requires a lower secondary technical training;  
- alternate tasks in similar activities without assistance;  
- errors can be detected through sampling and by reworking one's own work on already processed products;  
- tasks may require the use of pre-set machine with instructions for any adjustment of the machine parameters;  
- judicious use of personal protective equipment is important in the execution of the tasks.
- Class 8 - employability of the job holder requires a higher secondary technical training;  
- alternate tasks without supervision, require a switch between multiple techniques and technologies;  
- tasks require autonomous setting of the machine on the basis of clear instructions;  
- errors are only detectable and solved through sampling by reworking, provided use of additional resources (people and / or means of production);  
- judicious use of personal protective equipment is important in the execution of the tasks.

- Class 9 - employability of the job holder requires a higher secondary technical training;  
 - alternate tasks without supervision, require a switch between multiple techniques and technologies;  
 - tasks require autonomous setting and adjustment of the means of production based on instructions and proceeding schemes;  
 - errors are only detectable in the further course the production process and can be solved by reworking, provided the use of additional resources (people and / or means of production);  
 - judicious use of personal protective equipment is important in the execution of the tasks.
- Class 10 - employability of the job holder requires a higher secondary technical training;  
 - unpredictable tasks without supervision, require a switch between multiple techniques and technologies;  
 - tasks require autonomous setting and readjustment of the resources based on verbal instructions, sketches and / or proceeding schemes;  
 - errors are detectable in the further course of the production and can only be solved by reworking, provided the use of additional resources (people and / or means of production);  
 - judicious use of personal protective equipment is important in the execution of the tasks.
- Class 11 - employability of the job holder requires a higher secondary technical training;  
 - unpredictable tasks related to non-related activities;  
 - tasks require autonomous setting and readjustment of the resources based on verbal instructions, sketches and / or proceeding schemes;  
 - errors are detected only on the basis of the obtained result and lead to disruption of the proceeding processes;  
 - judicious use of personal protective equipment is important in the execution of the tasks.

## Subsector FITTERS OF BRIDGES AND METAL CROSSBEAMS

### 1st of July 2016 (Indexation percentage 0.88%)

The present scale does not apply to companies governed by the joint committee for the construction industry and whose principal activity is the renting of services and / or of equipment to perform all kinds of hoists, or engaging in all kinds of hoists.

The basic wages apply in the workshop and displacements; effective wages (basic wages + about 18% as a risk premium) on the building site.

Hourly scheme (on a weekly basis): 37 h Class :	Basic wages Wage limits		Effective wages Wage limits	
	Min.	Max.	Min.	Max.
I Blue collar worker (trainee)	12.1151	12.5938	14.2984	14.8490
II Elite unskilled blue collar worker	12.3867	12.8758	14.6010	15.2052
III Specialised blue collar worker	12.7333	13.5006	15.0185	15.9352
IV Elite specialised blue collar worker	13.0421	13.8673	15.3855	16.3803
V Specialised blue collar worker	13.3343	14.2139	15.7352	16.8049
VI Qualified blue collar worker	13.7823	14.4651	16.2751	17.0830
VII Elite qualified blue collar worker	14.0101	14.8318	16.5568	17.5380
VIII Specialised qualified blue collar worker	14.3566	15.2664	16.9541	18.0538
IX Under foreman	14.4720	15.3682	17.1102	18.1968

X Foreman	15.3002	16.2579	18.1187	19.2495
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## **Job classification**

### **CLA of 26 May 2008 (88 669)**

(R.D. 13/05/2016 – Belgian Official Gazette 21/06/2016 )

### **Occupational classification**

#### Article 1. General

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

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

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

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

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

#### II. Job classification mounters

##### CLASS I. *Workman in training*

Elementary school without any professional experience.

*Specifically:*

*Assistant workman*

##### CLASS II. *Elite-assistant workman*

Knowledge of the craft acquired through training in practice.

*Specifically:*

*Assistant moulder*

*Truck Driver (driver's licence C)*

##### CLASS III. *Experienced workman*

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

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

*Specifically:*

*Experienced assistant moulder*

*Basic crane operator*

*Truck Driver (driver's license CE)*

##### CLASS IV. *Elite Experienced workman*

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



*Specifically:*

*Crane operator level 1*

*Mounter level 2*

**CLASS V. Specialist workman**

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

*Specifically:*

*Welder*

*Crane operator level 2*

*Pipefitter*

*Mechanic*

**CLASS VI. Skilled workman**

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

*Specifically:*

*Welder – mounter*

*Electrician*

*Mechanic*

*Fitter-mechanic*

*Crane operator Level 3*

**CLASS VII. Elite-skilled workman**

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

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

*Specifically:*

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

**CLASS VIII. Specialist skilled workman**

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

*Specifically:*

*Welder 1st category*  
*Electric welder specialist*  
*Pipefitter-'fabriceur' specialist*  
*First mounter scaffolds*

**CLASS IX. Brigadier**

Level A3 / A2 or equivalent training with company experience. Has solid notions on work organization and work simplification. Does the job thoroughly and completely through theoretical knowledge and practical experience. Masters the understanding of plans and specifications and can produce a measurement report. Masters the craft of assistant mounter. Basic knowledge of at least one foreign language is desirable. Can converse with third parties about difficulties and planning and can command respect. Is able to perform the work without assistance, supervision or instruction. Must possess certain skills in leading and motivating people. Must possess certain skills in organizing his work. Foresees the possible difficulties and finds a timely solution so that these do not result in loss of time. Takes the necessary steps to achieve the required result with minimum effort. Takes the initiative in case of difficulties and calls for help from a superior category or of the management if necessary. Is capable of reaching the implantation tolerance required by the job with a normal output.

*Specifically:*

*Topographer adjuster*  
*Brigadier*  
*Crane operator level 5*

**CLASS X. Foreman**

Level A2 / A3 or equivalent training with practical experience. Has solid notions on work organization and work simplification. Speaks at least one foreign language. Possesses sufficient skills for setting up a construction site and conducting it: planning and subdividing the work, monitoring the proper implementation, drawing up of reports and summary records. Does the job thoroughly and completely through theoretical knowledge and practical experience: experienced in one craft and qualified in the others. Masters reading of plans and draws up measurement report.

## 3. Working hours

### 10 Public Holidays (Royal Decree 18 April 1974 art.1) :

New Year's Day (1/1)  
Easter Monday  
Labour Day (1/5)  
Ascension  
Whit Monday  
National Holiday (21/7)  
Ascension (15/8)  
All Saints day (1/11)  
Armistice Day (11/11)  
Christmas (25/12)

### 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.

#### **Subsector INDUSTRIAL METALWORK**

36 hrs/week. Average over the year (1,656 hrs). Area of application: region of the Centre  
37 hrs/week. Average over the year. Area of application: Liège & Luxembourg  
38 hrs/week. Average over the year (1,756 hrs). Area of application: general (except the regions of the Centre, Liège and Luxembourg).  
(Hours per year, taking into account the conventional rest and vacation days, holidays and annual leave)

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

#### Extra days of leave/ Holidays :

Zone "Centre": 1 paid day of leave on the Feast of Wallonia (27/9).  
Land of Waas (not applicable to Shipyard Rupelmonde, Nieuwe Scheldewerven and Shipyard Kruikebeke) : 5 additional days of leave.

#### **Subsector SMALL-SCALE METALWORK**

36 hrs/week. Average over the year (1,656 hrs). Area of application: region of the Centre.  
38 hrs/week. Average over the year (1,756 hrs). Area of application: general (except the regions of the Centre).  
(Hours per year, taking into account the conventional rest and vacation days, holidays and annual leave)

#### **Subsector FITTERS OF BRIDGES AND METAL CROSSBEAMS**

37 hrs/week. Average over the year (1,702 hrs). Area of application: general.

Additional Holiday :

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

Same payment as the seniority days.

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

## 4. Bonuses/Allocations

### **Subsector INDUSTRIAL METALWORK Subsector SMALL-SCALE METALWORK**

#### **End of year bonuses**

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

#### **a) General**

##### **CLA of 6 July 2015 (128 635)**

(Royal Decree 01/04/2016 - Belgian Official Gazette 06/06/2016 )

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

###### Article 1. Scope

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

###### Art. 2. Pro rata in case of termination

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

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

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

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

#### **b) National (only for subsector Small-scale metalwork)**

##### **CLA of 13 May 1971 (634)**

(Royal Decree 05/07/1971 - Belgian Official Gazette 23/11/1971)

##### **Determination of the working conditions**

###### Chapter I: Scope

###### Article 1

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

###### Chapter Vbis : End of year bonus

###### Article 13bis

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

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

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

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

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

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

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

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

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

### **c) Regional (subsector Industrial metalwork and subsector Small-scale metalwork)**

#### **West Flanders**

##### **CLA of 24 August 2015 (129 950)**

(Royal Decree 10/07/2016 - Belgian Official Gazette 02/08/2016 )

##### **End of year bonus - West Flanders**

##### CHAPTER III. Granting, calculation and payment terms

###### Art. 3.

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

###### Art. 4.

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

Weekly working hours x 52 weeks

12 months

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

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

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

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

###### § 2. Beneficiaries

a Full-time employment (five-day week)

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

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

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

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

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

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

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

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

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

$$\frac{20 \times 456}{38} = 240 \text{ h}$$

d. Calculation of the effective working days

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

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

The bonus is paid by the 31<sup>st</sup> of January of the year following the year to which the bonus relates.

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

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

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

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

$$\frac{5}{261 \times \text{number of working days} / \text{week}}$$

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

$$\frac{1 \times \text{average number of working hours} / \text{week of a full-time blue collar worker}}{261 \times \text{average number of working hours} / \text{week part-time blue collar worker}}$$

Art. 5. Assimilation

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

- a. The paid legal holidays
- b. The legally stipulated days leave of absence, including paternity leave.
- c. The days of industrial accident.
- d. The days of legal holiday.

- e. Illness and accident of common law: assimilation of the first two periods of absence during the reference period for which guaranteed weekly and / or monthly wages were paid, with a maximum of six months.
  - f. The Union training days.
  - g. The days of legitimate absence for compelling reasons.
  - h. The days of pregnancy rest.
  - i. The compensatory rest days due to working hours reduction and due to recovery of overtime hours.
  - j. The days of educational leave.
  - k. The days of seniority leave
  - l. The days of prophylactic and breastfeeding leave with a maximum of two months for each such leave provided that the inclusion of these days is done with the approval of the company doctor.
- In other words, these days are only assimilated provided 60 days effective performance during the reference period are proved.

Art. 6.

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

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

- a. The dismissed blue collar workers (unless for compelling reasons), even if a counter notice is given by the blue collar worker, or if after the termination by the employer, the employment contract is terminated by common agreement. In these cases, the end of year bonus is calculated to the last worked day;
- b. The blue collar workers whose employment contract is terminated due to permanent medical disability as a result of illness or accident as provided for in Article 34 of the Act of July 3, 1978 on the employment contracts.
- c. The blue collar workers having commenced employment in the course of the year;
- d. The blue collar workers with a fixed-term contract (including trainees) or a contract for a specific work;
- e. The blue collar workers entering into full time credit;
- f. The blue collar workers resuming work part-time at the request of the health insurance, are for the period they resume work part-time, considered as part-time blue collar workers.
- g. The blue collar workers who have terminated their employment contract themselves.

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

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

Art. 7.

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

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

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

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

Or

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



Art. 8.

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

## **East Flanders**

### **CLA of 24 August 2015 (129 832)**

(Royal Decree 01/04/2016 - Belgian Official Gazette 22/04/2016 )

### **End of year bonus - East Flanders**

#### CHAPTER I. Scope

Article 1.

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

#### CHAPTER II. Implementation procedures for the end of year bonus

Art. 2

##### § 1. Beneficiaries

###### a. full-time employment (five-day week schedule)

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

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

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

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

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

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

###### c. Part-time employment (fixed or variable working time schedule)

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

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

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

###### d. Effective work performance over two reference periods

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

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

e. Calculation of the effective working days

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

§ 2. Principle

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

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

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

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

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

§ 3. Basis of calculation

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

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

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

1. A blue collar worker enrolled in the personnel registry at the date of payment of the bonus: wages on 30 November of the reference year.
2. Upon termination of the employment contract at the initiative of the employer or the blue collar worker: the wages of the 1<sup>st</sup> of the month in which the person leaves service.

b. The reference period

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

§ 5. Payment of the bonus

Payment date of the bonus:

- a. In case of a full year performance or in case of a suspension of employment contract in the course of the year, the bonus will be paid no later than the last working day before 25 December of the year to which the bonus relates.
- b. Upon termination of employment contract initiated by the employer or the blue collar worker: with the last pay slip of the blue collar worker.

§ 6. Pro rata payments

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

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

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

- c. Pensioned and blue collar workers in a scheme of unemployment with company allowance , receive at the time of their departure 1/12th of the anticipated number of hours per performed month.
- d. In case of decease of a blue collar worker, the employer pays 1/12th of the anticipated number of hours per performed month.
- e. Blue collar workers who resign : 1/12th of the anticipated number of hours per performed month
- f. Blue collar workers with a fixed-duration or a specific work contract: 1/12th of the anticipated number of hours per performed month.
- g. Blue collar workers whose employment contract is terminated due to a permanent medical disability as a result of an illness or an accident as provided for in Article 34 of the Act of July 3, 1978 on the employment contracts : 1/12th of the anticipated number of hours per performed month.
- h. Blue collar workers who are dismissed by the employer for economic or technical reasons and who resign during their notice period, receive 1/12th of the anticipated number of hours per performed month. End of the employment contract = end notice period.
- i. Blue collar workers suspending their employment contract at the occasion of a full-time career break receive 1/12th of the anticipated number of hours per performed month.

#### § 7. Assimilations

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

- a. Industrial accident and occupational disease: assimilation to a maximum of 365 calendar days per accident / occupational disease. § 1 is not applicable here.
- b. Illness and accident of common law: assimilation of the first two periods of absence for which guaranteed weekly and / or monthly wages have been paid to a maximum of six months.  
 If after the first two periods of illness an hospitalization occurs of the blue collar worker, whether followed or not by a recovery period, the latter period shall also be assimilated , provided that the three periods referred do not exceed 6 months.
- c. Pregnancy: assimilation for the legal period of absence.
- d. Recall under the arms: full assimilation during the recall period, with the exception of a recall during mobilization or war time.
- e. Leave of absence, annual leave and paid holidays: full assimilation for the term provided by law or the collective labour agreement.
- f. Temporary unemployment: full assimilation with the exception of unemployment due to strike in the company.  
 In companies which are in serious economic and financial difficulties, a derogation may be obtained, if the provided conciliation procedure is followed
- g. Educational leave, social promotion, trade union training, family leave: full assimilation for the period required under the relevant laws or collective labour agreements.
- h. Other Legal or conventional paid absences: full assimilation for the period prescribed by the relevant laws or collective labour agreements.
- i. No assimilation for strikes, lock-outs.

#### § 8. Deduction for unauthorized absences

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

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

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

**Antwerp**

**CLA of 24 August 2015 (130 010)**

(Royal Decree 13/05/2016 - Belgian Official Gazette 21/06/2016 )

**End of year bonus - Antwerp**

CHAPTER II. Granting and payment terms

Art. 2.

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

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

$$\frac{\text{number of working hours per week} \times 52 \text{ effective weeks}}{12 \text{ months}}$$

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

- In the 36-hour week schedule:

$$\frac{36\text{h} \times 52}{12} = 156.00 \text{ h};$$

- In the 37-hour week schedule:

$$\frac{37\text{h} \times 52}{12} = 160.33 \text{ h};$$

- In the 39-hour week schedule:

$$\frac{39\text{h} \times 52}{12} = 169.00 \text{ h};$$

- In the 40-hour week schedule:

$$\frac{40\text{h} \times 52}{12} = 173.33 \text{ h}$$

Art. 3.

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

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

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

Art. 4.

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

- a. being in service on 1 December of the calendar year concerned;
- b. having reached on that date at least three months of seniority in the company

Art. 5.

By way of derogation from Article 4 a, the end of year bonus is paid:

- a. to the male and female blue collar workers who were pensioned or in a scheme of unemployment with company allowance during the reference year, coinciding with the last wage payment, unless they enjoy other benefits at least equivalent at their departure in accordance with general practice in the company;
- b. to the person who has paid the funeral expenses for a deceased blue collar worker, at the presentation of the proof of payment, unless it is common that the company allocates other at least equivalent benefits at the decease of a blue collar worker ;

- c. to the enlisted blue collar workers, together with the last wage payment before his military service or upon presentation by the person himself at work, in cases where the first arrangement mentioned cannot be applied;
- d. to the male and female blue collar workers who are dismissed by the employer for other than compelling reasons, together with the last wage payment upon termination of employment;
- e. to the male and female collar blue workers at the end of the following employment contracts: traineeship contracts, fixed-term contracts, contracts for a specific work and replacement contracts, together with the last wage payment upon termination of employment;
- f. to the male and female blue collar workers whose employment contract is terminated due to permanent medical disability as a result of illness or accident as provided for in Article 34 of the Act of July 3, 1978 on the employment contracts , together with the last wage payment upon termination of employment;
- g. to the male and female blue collar workers at dismissal given by the blue collar worker himself to enjoy the legal retirement pension, together with the last wage payment upon termination of employment.
- h. to the male and female blue collar workers whose employment contract is terminated due to termination by themselves.

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

Art. 6. To actual working days are assimilated:

- The paid holidays;
- The holidays;
- The day leave of absence;
- The days of absence due to an industrial accident, as long as the end of year bonus is not included in work injury compensation, if work has been performed in the reference period;
- The days of partial unemployment for economic reasons, with a maximum of 120 days per reference period;
- The days of illness and accidents of common law, with a maximum of 90 days per case (relapse included, provided no more than 90 days are assimilated per reference period
- The days of absence due to union obligations or union training;
- The days of recall under the arms;
- The days of authorized absence with a maximum of 5 days per reference period;
- The days of absence on educational leave or for social promotion;
- The days of absence due to family leave;
- The days of unemployment due to technical disorder, bad weather or force majeure, to the exclusion of force majeure due to strike in part of the company, with a maximum of 10 days per case;
- The days of absence due to pregnancy and maternity leave (maximum 15 weeks).
- The days of absence due to "paternity leave" or due to "adoption leave" in execution of Article 30, § 2 and 30ter of the Act of 3 July 1978 concerning the labour contracts, as amended by the Act of 10 August 2001;
- The days of absence within the scope of the specific regulation "youth leave" in execution of the Act of 22 May 2001 to change Article 5 of the acts concerning the annual leave of 28 June 1971.

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

Art. 7.

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

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

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

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

### CHAPTER III Particular provisions

#### Art. 8.

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

## **Limburg**

### **CLA of 24 August 2015 (130 009)**

(Royal Decree 10/07/2016 - Belgian Official Gazette 02/08/2016 )

### **End of year bonus - Limburg**

#### CHAPTER II. Granting and payment terms

#### Art. 2.

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

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

Number of hours effectively performed per week x 52 weeks  
12 months

#### Example :

165 hours in the 38 hours week correspond :

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

#### Art.3

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

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

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

#### Art. 4.

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

- a being in service on 1 December of the calendar year concerned;
- b. having reached on that date at least three months of seniority in the company

Art. 5

By way of derogation from Article 4 a, the end of year bonus is paid:

- a. to the male and female blue collar workers who were pensioned or or in a scheme of unemployment with company allowance during the reference year, coinciding with the last wage payment, unless they enjoy other benefits at least equivalent at their departure in accordance with general practice in the company;
- b. to the person who has paid the funeral expenses for a deceased blue collar worker, at the presentation of the proof of payment, unless it is common that the company allocates other at least equivalent benefits at the decease of a blue collar worker ;
- c. to the enlisted blue collar workers, together with the last wage payment before his military service or upon presentation by the person himself at work, in cases where the first arrangement mentioned cannot be applied;
- d. to the male and female blue collar workers who are dismissed by the employer for other than compelling reasons, together with the last wage payment upon termination of employment;
- e. to the male and female collar blue workers at the end of the following employment contracts: traineeship contracts, fixed-term contracts, contracts for a specific work and replacement contracts, together with the last wage payment upon termination of employment;
- f. to the male and female blue collar workers whose employment contract is terminated due to permanent medical disability as a result of illness or accident as provided for in Article 34 of the Act of July 3, 1978 on the employment contracts , together with the last wage payment upon termination of employment;
- g. to the male and female blue collar workers whose employment contract is terminated due to termination by themselves.

Art. 6. To actual working days are assimilated:

- The paid holidays;
- The holidays;
- The day leave of absence;
- The days of absence due to an industrial accident, as long as the end of year bonus is not included in work injury compensation, if work has been performed in the reference period;
- The days of partial unemployment for economic reasons, with a maximum of 120 days per reference period;
- The days of illness and accidents of common law, with a maximum of 90 days per case (relapse included, provided no more than 90 days are assimilated per reference period
- The days of absence due to union obligations or union training;
- The days of recall under the arms;
- The days of authorized absence with a maximum of 5 days per reference period;
- The days of absence on educational leave or for social promotion;
- The days of absence due to family leave;
- The days of unemployment due to technical disorder, bad weather or force majeure, to the exclusion of force majeure due to strike in part of the company, with a maximum of 10 days per case;
- The days of absence due to pregnancy and maternity leave (maximum 15 weeks).
- The days of absence due to "paternity leave" or due to "adoption leave in implementation of Article 30, § 2 and 30ter of the Law of July 3, 1978 on contracts of employment, as amended by the Act of August 10, 2001
- The days of absence in connection with the specific arrangements "youth holiday" in implementation of the Act of May 22, 2001, to amend Article 5 of the law on annual holidays of June 28, 1971.

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

Art. 7

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

For the first and the second day of unjustified absence each time a reduction of 5 hours is deducted. For each subsequent day of unjustified absence, the reduction amounts to 10 hours  
For any unjustified absence the applied reduction will be served to the person concerned.  
An absence that has not been authorized under Article 6 by the employer or his representative is not considered an unjustified absence

### CHAPTER III Particular provisions

#### Art. 8

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

## **Brabant (Brussels, Flemish and Walloon Brabant)**

### **CLA of 21 December 1998 (49 959)**

(Royal Decree 28/11/2001 - Belgian Official Gazette 28/12/2001)

### **End of year bonus in the metal manufacturing sector of the province of Brabant**

#### Art. 2. Granting terms

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

#### Art. 3. Reference period

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

#### Art. 4. Amount

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

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

Are assimilated with effective performances:

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

For the cases 1 to 8, the effective wage paid is taken into account. For the cases 9 and 10, the wage that is taken into account is the wage that would have been paid had the blue collar worker performed work. For case 11 the guaranteed wage for the first 30 days is taken into account and for the subsequent period only the portion of the wage that is not covered by the work injury insurance or the indemnity received under the



occupational diseases arrangement; for this second period a notional wage is taken into account equal to 6,536 Belgian francs per month incapacity, this amount is linked to the index according to the terms provided for in the CLA of 16 June 1997 on the linking of wages to the consumer price index.

**Art. 5. Time of payment**

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

**Art. 6. Resignation**

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

**Art. 7. Suppletive scheme**

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

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

**CLA of 1 February 1991 (28 701)**

(Royal Decree 09/10/1991 - Belgian Official Gazette 31/01/1992)

**End of year bonus in West Hainaut**

CHAPTER II. Granting terms

Article 2

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

Art.3. Calculation

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

$$\frac{173 \text{ hours} \times \text{hourly wage} \times \text{number of hours worked}}{1832}$$

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

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

$$\frac{169 \text{ hours} \times \text{hourly wage} \times \text{number of hours worked}}{1784}$$

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

$$\frac{164.5 \text{ hours} \times \text{hourly wage} \times \text{number of hours worked}}{1736}$$

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

$$\frac{160.33 \text{ hours} \times \text{hourly wage} \times \text{number of hours worked}}{1658}$$

Art.4. Reference period.

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

Art.5. Hourly wage.

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

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

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

Art.6. Assimilation.

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

1. industrial accidents and accidents on the way to and from work;
2. occupational diseases;  
In these cases, for each incapacity, only maximum one month is eligible for assimilation. The assimilation is taken into account from the beginning of the incapacity, if it occurs within fourteen days after the resumption of work
3. illness and other accidents than those referred to 1 or 2, attested to the number of:
  - 15 days for the male and female blue collar workers having less than five years seniority in the company;
  - 25 days for the male and female blue collar workers having 5 to 10 years seniority in the company;
  - 30 days for the male and female blue collar workers having 10 to 15 years seniority in the company;
  - 35 days the male and female blue collar workers having 15 to 20 years seniority in the company;
  - 45 days for the male and female blue collar workers having more than 20 years of seniority in the company;
4. the fifteen weeks of childbirth rest and maternity leave;
5. the Union trainings, by application of the CLA of 1 March 1972, declared generally binding by Royal Decree of 30 June 1972 (Belgian Official Gazette of 12 October 1972);
6. the completion of mission as a Union representative, in the context of the credit hours awarded by application of the CLA of 19 February 1973, adapted on 11 May 1987, declared generally binding by Royal Decree of 9 December 1988 (Belgian Official Gazette of 18 January 1989), establishing the statute of the Trade Union representatives of the blue collar staff;
7. the participation, with the consent of the employer, to all missions that are justified by a Union;
8. the time spent in courses for social promotion belonging to the domain and jurisdiction of the metal, machinery and electrical construction sector and for which paid educational leave is awarded;
9. the missions to represent the company, the Union representatives or the male and female blue collar workers are charged with (e.g. assist to the funeral of a male or female colleague blue collar worker);
10. unpaid leave for compelling reasons, for a maximum of 10 days per year, as provided for in the CLA No 45 concluded in the National Labour Council.

Art.7. Unauthorized absences.

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

The reductions are as follows

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

Art.8. Granting conditions .

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

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

Art.9. Payment Date.

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

### CHAPTER III. Other granting terms

Art.10.

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

### CHAPTER IV. General provisions

Art.11.

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

Art.12.

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

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

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

## **Hainaut - Centre**

### **CLA of 16 September 1991 (28 891)**

(Royal Decree 21/11/2001 - Belgian Official Gazette 23/01/2002)

### **End of year bonus for the region of Hainaut-Centre**

#### CHAPTER II. End of year bonus

Art. 3.

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

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

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

Art. 4.

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

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

- Is still part of the staff at the time of payment;

- has reached a minimum seniority, as far as his employment contract has been maintained after the expiry of the trial period,.

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

Art. 5.

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

### **Hainaut - Mons-Borinage**

No sectorial end of year bonus.

### **Hainaut - Charleroi**

#### **CLA of 17 September 1990 (25 673)**

(Royal Decree 15/01/1991 - Belgian Official Gazette 06/02/1991)

#### **End of year bonus for the Charleroi basin**

Article 1. Scope

For the purposes of this CLA shall apply that:

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

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

Article 2.

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

Art.4.

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

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

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

Art.5.

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

Art.6

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

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

Art.7.

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

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

Art.8.

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

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

Art.9.

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

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

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

## **Namur**

### **CLA of 22 January 1990 (25 308), as amended by the CLA of 21 January 2013 (113 865)**

(Royal Decree 04/12/1990 - Belgian Official Gazette 05/01/1991)

(Royal Decree 25/04/2014 - Belgian Official Gazette 25/07/2014)

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

Article 2.

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

Art.4.

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

The gross annual wage is determined by the wages paid for the effective working hours. With effective working hours are assimilated: the hours lost by accidents, by accident on the way to work and occupational diseases ; in the aforementioned cases, the assimilation shall not exceed one month of incapacity, the assimilation is counted from the beginning of the incapacity ; relapses are considered part of the incapacity if they occur within a fortnight after the resumption of work.

The increase of the provincial guaranteed minimum end of year bonus can not lead to an increase of the end of year bonus higher or equal to that minimum.  
The companies for which the end of year bonus 2012 is lower than 3% and for which the end of year bonus 2013 according to § 1 is increased, pay their blue collar workers, in January 2013, the amount of 225 EUR gross as an advance of the end of year bonus 2013.

Art.5

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

Art.6

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

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

Art.7.

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

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

## **Liège - Luxembourg**

### **CLA of 17 December 2007 (87 300), as amended by the CLA of 20 September 2011 (110 525)**

(Royal Decree 09/09/2008 - Belgian Official Gazette 29/10/2008)

(Royal Decree 08/05/2013 - Belgian Official Gazette 25/09/2013)

### **End of year bonus for the provinces of Liège and Luxembourg**

Art. 2. Principle

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

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

The companies in which the end of year bonus for 2012 is inferior to 3% and in which the end of year bonus is increased as from 2013, shall pay their blue collar workers in January 2013 a gross sum of 225 EUROS as an advance to the end of year bonus for 2013.

Art. 3. Pro rata

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

Art. 4. Terms of payment

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

Art. 5. Exceptions

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

## **Bonuses for shift work**

### **West Flanders**

#### **CLA of 25 November 2008 (90 441)**

(Royal Decree 10/11/2009 - Belgian Official Gazette 16/03/2010)

#### **Wage supplement for work in successive shifts**

##### CHAPTER III. Provision

###### Art. 3.

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

##### CHAPTER IV. Wage Supplement for work in successive shifts

###### Art. 4.

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

###### Example 1:

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

A blue collar worker earns 12.5000 EUROS per hour on April 1, 2008 (expressed in the 38-hour week).

7 hours 30 minutes of performed work = 7 hours 30 minutes x 12.5000 EUR = 93.7500 EUROS

2 x 15 minute paid break = 30 minutes x 12.5000 EUROS = 6.2500 EUROS

Total = 100.0000 EUROS

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

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

###### Example 2:

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

7 hours and 40 minutes performed work = 7 hours 40 minutes x 12.5000 EUROS = 95.8375 EUROS

20 minute paid break 20 minutes x = 12.5000 EUR = 4.1625 EUROS

Total = 100.0000 EUROS

10% of 100.0000 EUROS = 10.0000 EUROS, minus 4.1625 EUROS or 5.8375 EUROS.

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

##### CHAPTER V. Shifts in the working hours

###### Art. 5.

The fact that a team of blue collar workers' working hours have been shifted in comparison to the normal company working hours, gives no conventional right to a wage supplement for work in successive shifts. However, if the shift in the working hours is such, that part of the hours falls outside the normal working hours schedule, i.e. outside the hours considered by the Labour Act as normal working hours, in other words when the working hours bridge the period from 6 am to 8 pm in one or the other direction, it is assumed that the minimum supplement for work in successive shifts is applied.



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

## **East Flanders**

### **CLA of 25 November 2008 (90 438)**

(Royal Decree 17/03/2010 - Belgian Official Gazette 24/06/2010)

### **Wage Supplement for work in successive shifts**

#### CHAPTER III. Provision

##### Art. 3.

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

#### CHAPTER IV. Wage Supplement for work in successive shifts

##### Art. 4.

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

##### Example 1:

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

A blue collar worker earns € 12.5000 per hour on 1 April 2008 (expressed in the 38-hour week).

7 hours 30 minutes performed work = 7 hours 30 minutes x 12.5000 EUR = 93.7500 EUROS

2 x 15 minute paid break = 30 minutes x 12.5000 EUR = 6.2500 EUROS

Total = 100.0000 EUROS

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

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

##### Example 2:

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

7 hours 40 minutes performed work = 7 hours 40 minutes x 12.5000 EUROS = 95.8375 EUROS

20 minute paid break 20 minutes x = 12.5000 EUROS = 4.1625 EUROS

Total = 100.0000 EUROS

10% of 100.0000 EUROS = 10.0000 EUROS, minus 4.1625 EUROS or 5.8375 EUROS.

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

#### CHAPTER V. Shifts in working hours

##### Art. 5.

The fact that a team of blue collar workers' working hours have been shifted in comparison to the normal company working hours, gives no conventional right to a wage supplement for work in successive shifts. However, if the shift of the working hours is such, that part of the hours falls outside the normal working hours schedule, i.e. outside the hours considered by the Labour Act as normal, in other words when the

working hours bridge the period from 6 am to 8 pm in in one or the other direction, it is assumed that the minimum supplement for work in successive shifts is applied.  
There is one exception to this derogation when such shift of the working hours is expressly requested by the blue collar workers themselves.

## **West-Hainaut (Ath, Tournai and Mouscron)**

### **CLA of 3 March 1992 and 16 March 1992 (30 494), as amended by the CLA of 26 November 2001 (60°763)**

(Royal Decree 07/10/1994 - Belgian Official Gazette 17/03/1995)

(Royal Decree 05/06/2004 - Belgian Official Gazette 13/07/2004)

### **Regional solidarity agreement 1992 for the West-Hainaut region**

#### CHAPTER I. Scope

##### Article 2.

For the purposes of this CLA is meant by:

1 "jurisdiction" the administrative districts of Ath, Tournai and Mouscron and the judicial district of Lessines;.

#### CHAPTER X. Overtime pay for exceptional and temporary work in successive shifts

##### Art.18.

When a male or female blue collar worker is exceptionally and temporarily obliged to perform shift work , the overtime pay both in summer and winter shall amount to:

-0.4420 Euros per hour for day shifts;

-0.8190 Euros per hour for night shifts.

These amounts apply from 1 January 2002 onwards.

These amounts are linked to the consumer price index, in accordance with the provisions of the CLA of 15 January 1974 on the automatic linking of wages to the consumer price index.

## **Hainaut – Centre**

### **CLA of 26 November 2001 (60 763)**

(Royal Decree 05/06/2004 - Belgian Official Gazette 13/07/2004)

### **Conversion into euro of the amounts expressed in Belgian francs mentioned in some agreements applicable in the metal sector of the Province of Hainaut**

#### CHAPTER II. Conversion into Euros

##### B. Implementation

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

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

On 1 January 2002

Morning shift 15.80 BEF or 0.3917 EUROS

Afternoon shift 17,02 BEF or 0.4219 EUROS

Night shift 35.35 BEF or 0.8763 EUROS

## **Hainaut - Mons-Borinage region**

### **CLA of 26 June 1989 (25 253), as amended by the CLA of 26 November 2001 (60 763)**

(Royal Decree 13/08/1990 - Belgian Official Gazette 29/09/1990)

(Royal Decree 05/06/2004 - Belgian Official Gazette 13/07/2004)

### **Wage conditions in the Mons-Borinage region**

#### CHAPTER I. Scope

##### Article 1.

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

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

##### Art. 4.

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

##### a) Consecutive shifts or shifting working hours.

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

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

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

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

## Overtime

### **CLA of 19 June 1995 (38 686), most recently extended by the CLA of 20 January 2014 (119 542)**

(Royal Decree 15/01/2002 - Belgian Official Gazette 21/02/2002)

(Royal Decree 13/07/2014 - Belgian Official Gazette 13/11/2014)

### **National agreement 1995-1996**

Art. 6. Additional employment measures at company level

§ 3. Provided collective labour agreements at company level are concluded on the matter, pursuant the Articles 20bis, § 4 and 26bis, § 2bis of the Labour Act of 16 March 1971, the opportunity may be offered not to allow the recovery rest of the legally determined maximum hours of overtime.

Art. 10. Validity

This CLA concluded for a fixed term, shall be effective as of 1 January 1995 and shall terminate on 31 December 1996 (*art.6 §3 most recently extended till 31 March 2014, by the CLA of 20 January 2014, 119°542*).

### **CLA of 13 May 1997 (44 221), as amended by the CLA of 19 April 1999 (50 669), and by the CLA of 18 May 2009 (94 402),**

### **most recently extended by the CLA of 20 January 2014 (119 542) and by the CLA of 16 March 2015 (126 629)**

(Royal Decree 13/07/2006 - Belgian Official Gazette 25/08/2006)

(Royal Decree 29/01/2002 - Belgian Official Gazette 25/05/2002)

(Royal Decree 20/12/2010 - Belgian Official Gazette 17/01/2011)

(Royal Decree 13/07/2014 - Belgian Official Gazette 13/11/2014)

(Royal Decree 10/08/2015 - Belgian Official Gazette 09/09/2015)

### **National Agreement 1999-2000**

#### CHAPTER III. Employment

##### 3.4. Labour Organization

a. The parties ask to extend the Royal Decree "Limited Flexibility" ... until March 31, 2014 (*CLA of 20 January 2014, 119 542*).

b. The Article 6 § 3 of the National Agreement 1995-1996 of 19 June 1995, which provides for the possibility not to grant the recovery rest up to the legally set amount of overtime, provided that a CLA is concluded at company level, is extended until 31 March 2014 (*CLA of 20 January 2014, 119 542*).

c. *The sectorial model "average yearly working hours" is amended by the CLA of 19 April 1999 (50 669), and is most recently extended till 30 June 2015, by the CLA of 16 March 2015 (126 629) :*

For the duration of the agreement, in the companies with or without union delegation, the real working hours, determined in the work rules, may be extended or shortened and replaced by special working hours in accordance with the provisions of Article 20bis of the Labour-based model below.

This model cannot be applied in companies that have already made arrangements in the field of "average yearly working hours".

The introduction of the sectorial model according to the following procedure is limited to the blue collar workers in a day and a dual-shift system. The introduction of new shift systems, weekend work and flexible working hours that go beyond the model below, requires the conclusion of a CLA at company level.

The model shall also not be implemented for blue collar workers employed on construction sites or on Saturday and / or Sunday, this requires specific negotiation.

##### 1. Sectorial model

The weekly working hours shall exceed or be inferior to the actual working hours in the company by 5 hours maximum, without this giving rise to the payment of an overtime bonus.  
The daily working hours shall exceed or be inferior to the real working hours in the company by 1 hour maximum, without giving rise to the payment of an overtime bonus.  
The company shall comply with the annual average weekly working hours as prescribed in the CLAs and prevailing in the company.  
The overruns are preferably compensated by whole or half days.

## 2. Procedure at company level

If the company wishes to apply the above sectorial model of average yearly working hours, the work rules shall be adjusted automatically in accordance with the provisions of the average yearly working hours (*amended starting from 1 January 2009, by the CLA of 18 May 2009, 94 402*). This adjustment is valid until 30 June 2015. If this sectorial model is not extended at sectorial or company level, the revised provisions on the average yearly working hours will be deleted automatically in the work rules as from 1 July 2015. (*dates amended by the CLA of 16 March 2015, 126 629*)

The adapted provisions in the field of average yearly working hours are also deleted from the work rules in the case of a restructuring or if the company proceeds to multiple redundancies, as defined in Chapter II, 2.1. § 4 of the present agreement, unless otherwise agreed upon.

The company that wishes to make use of this sectorial model shall duly inform and motivate the union delegation, or, failing this, the blue collar workers, in advance of this.

Without the principle of the introduction of the sectorial model being questioned, prior to its introduction, concrete measures are elaborated. These shall include the concrete working hours, the reference period for calculating the average working time, the notification time ... The concrete measures also include the number of temporary workers and the number of blue collar workers with fixed-term contracts.

## 3. Additional conditions

The Royal Decree "Limited Flexibility" as mentioned in section 3.4.a. of the current agreement, is not applicable to the blue collar workers for whom the sectorial model "average yearly working hours" was applied.

The companies that introduce the sectorial model "average yearly working hours" shall, if they rely on temporary workers because of an extraordinary increase in work, limit these contracts to maximum three months. When blue collar workers are called in with fixed-term contracts, these contracts should have a minimum duration of 6 months.

The company should establish a right to 4/5-time work for at least 10% of employed blue collar workers.

## CHAPTER V. Miscellaneous

### 5.5. Validity

This CLA is concluded for a fixed term, from 1 January 1997 to 31 December 1998, except where otherwise stated (*point 3.4. a. en b. were most recently extended till 31 March 2014, by the CLA of 20 January 2014, 119 542 ; point 3.4. c. was most recently extended within the legal possibilities till 30 June 2015, by the CLA of 16 March 2015, 126 629*).

### **Collective Labour Agreement of February 24, 2014 (122 936), most recently extended by the collective agreement of March 16, 2015 (126 629)**

(RD. – Belgian Official Gazette.)

(RD 08/10/2015 - Belgian Official Gazette 09/09/2015)

### **National Agreement 2013-2014**

## CHAPTER VI. Working time and flexibility

Art. 13. Raise internal limits and extension of the period for granting compensatory rest

§ 1. Pursuant to Article 2 of the Royal Decree of September 11, 2013 fixing the negotiation procedures for raising the internal limit of the working hours that must be respected in the course of a reference period, the parties agree to raise the internal limit provided in the Article 26bis, § 1a to 143 hours

§ 2. In case of application of Article 25 of the Labour Act of March 16, 1971, the three-month period within which the compensatory rest should be granted established by Article 26bis, § 3 of the same law, is raised to twelve months

§ 3. The parties request that a royal decree would be taken similar to the Royal Decree of November 30, 2011 relating to Sunday rest and the working hours of some workers employed during the period of January 1, 2014 to December 31, 2014 in the companies governed by the Joint Committee for the metal, mechanical and electrical construction, except for the companies assembling bridges and metal skeletons

Art. 14. Compensatory rest: Article 20bis, § 4 and Article 26bis, § 2bis of the Labour Act of March 16, 1971

§ 1. In a working arrangement in accordance with Article 20bis, § 4 of the Labour Act of March 16, 1971 and subject to a collective labour agreement concluded at company level, the number of working hours that can be performed in a year, amounting to 65 hours per calendar year, may be exceeded in the case of application of Articles 25 and 26, § 1, 3 °.

This provision is valid until June 30, 2015.

§ 2. Pursuant to Article 26bis, § 2bis of the Labour Act of March 16, 1971, 91 hours per calendar year performed, at the request of the worker, in accordance with Article 25 or Article 26, § 1, 3 °, shall not be counted when calculating the average working hours and not taken into account for compliance with the internal limit.

The worker must have requested this, before the pay period during which the working hours were performed has expired.

This provision is valid until June 30, 2015.

#### CHAPTER XII. *Validity*

Art. 24. This collective labour agreement is concluded for a fixed period, from January 1, 2014 to December 31, 2014, except where otherwise stated, within the legally allowed extensions until June 30, 2015.

#### **CLA of 28 March 2007 (87 020)**

(Royal Decree 05/03/2008 - Belgian Official Gazette 23/04/2008)

#### **Introduction of a plus minus account**

##### Article 1. Scope

This collective labour agreement applies to the employers and the blue collar workers of companies active in the construction and assembly of motor vehicles and the companies active in the manufacture of parts and accessories for motor vehicles, located in the Flemish provinces or in the Brussels-Capital Region.

##### Art. 3. Motivation

The companies that fall within the scope as defined in Article 1 of the current Collective Labour Agreement, cumulatively meet the following characteristics:

1 ° they belong to a sector characterized by strong international competition;

2 ° they are characterized by long production cycles over several years, so that the entire company or a homogeneous part is facing a prolonged, substantial increase or decrease of the work volume;

- 3 ° they are characterized by the need to absorb a sharp rise or fall in demand of a newly developed and industrially manufactured product;
- 4 ° they are facing specific economic reasons which make it impossible to respect the average working week within the reference periods prescribed by the Labour Act of 16 March 1971.

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

- In recent years, the automotive industry has been forced to implement far-reaching adjustments following the liberalization of the European and world markets;
- The relentless pressure of competition and the emergence of the so-called emerging markets influence the investment decisions of the car manufacturers;
- The competition is not only present between the different brands but also within one brand, both at the European and global level;
- Characteristic of the companies concerned is the fact that the activity they pursue is determined by long production cycles. The production cycle of a new model covers several years, with the first and or second year characterized by an intensive production phase (with the necessary adjustment problems and teething) while in the third and fourth year production is to meet rising demand, whereas in the 5th and 6th year the a falling demand needs adjustment. Some models or brands have production cycles that are shorter than 6 years but their trajectory is similar anyway;
- In order to meet this rapidly rising or falling demand, it should be possible to respond to these long-term, substantial respective increases or reductions of work .Given the long production cycles, it is not possible to organize this within the existing legislation without exceeding certain reference periods referred to the Labour Act of 16 March 1971.

#### Art. 6. Sectorial framework

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

- 1 ° The maximum reference period:  
The maximum reference period for the purposes of this sectorial framework is set at 6 years.
- 2 ° The minimum period of notice to amend the working hours:  
The minimum period of notice for changing the working hours, resulting from the application of this sectorial scheme is 7 calendar days.  
This minimum limit may, for a CLA at company level, be reduced to a minimum of three working days, provided that it has been preceded by a special consultation procedure.
- 3 ° The maximum exceeding of the daily and weekly working hours and the maximum number of hours exceeding the average allowable working hours:
  - 1) The daily limit applicable at company level may be exceeded by up to two hours to a maximum of 10 hours per day;
  - 2) The weekly limit applicable at company level may be exceeded by up to 8 hours to a maximum of 48 hours per week;
  - 3) The maximum number of hours exceeding the average allowable working time is 240 hours.
- 4 ° Description of the components of the field of competence of the joint body involved:  
The scope of the current CLA corresponds to the definition of the components of the field of competence of the joint body, to which the act refers in Article 208, § 2, 4 °.

#### Art. 7. Procedure at company level

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

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

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

§ 2. A company seeking to apply this deviant regime introduced by the CLA shall have to substantiate that it cumulatively meets the criteria of Article 204 of the Act.

The reasons invoked in the CLA shall be recognized in advance by the Minister of Work, after unanimous and concurrent advice from the National Labour Council.

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

At least the following items should be specified:

1. the working time limits;
2. the duration and the beginning of the applicable reference period;
3. as far as the working hours are concerned:
  - The applicable working hours;
  - The way a change of working hours may be implemented;
  - The manner in which and the period within which the working hours shall be communicated to the workers;
4. an agreed-upon framework relating to temporary unemployment in particular a description of the specific cases, the procedure that is to be followed and also the consequences for the continuation of the plus minus account;
5. the nature of the employment contracts of the blue collar workers involved in the plus minus account;
6. the arrangement of the consequences in the event of recruitment and termination of employment contract
7. the effects on the maintenance or promotion of employment (see Annex);
8. the method of calculating the average wage allocated in the reference period;
9. the monthly information to the blue collar workers concerned:
  - In particular the discussion of the social document informing the blue collar worker on the state of his performances in comparison to the average working week that he is understood to perform;
10. the holiday arrangement and other events outside of temporary unemployment, which may result in a suspension of the employment contract;
11. defining and arranging the situations where overtime is possible.

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

#### Art. 8. Validity

This CLA is concluded for an indefinite period of time, provided it is recognized by the Minister of Work upon unanimous and concurrent advice from the National Labour Council.

#### Annex to the CLA of 28 March 2007 establishing a plus minus account

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

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

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



## Subsector FITTERS OF BRIDGES AND METAL CROSSBEAMS

### End of year bonus

#### **CLA of 21 November 2011 (107 604), as amended by the CLA of 17 March 2014 (124 612)**

(Royal Decree 23/04/2013 - Belgian Official Gazette 02/10/2013)

(Royal Decree 25/03/2016 - Belgian Official Gazette 22/04/2016)

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

##### CHAPTER I. Scope

###### Article 1

###### § 1.

This CLA shall also apply to the employers, the blue collar workers of companies, with the exception of those belonging to the Joint Committee for construction, whose main activity consists of

- Renting of services and / or equipment to perform all hoists;
- Performing all kinds of hoists

and governed by the Joint Committee on the metal, mechanical and electrical construction, joint section fitters.

##### CHAPTER IV. End of year bonus

###### Art. 4. Amount and basis for calculation

###### 4.1. This end of year bonus is set at 8.33% of the annual gross wage:

- Excluding the wages guaranteed in case of illness, but including the normal wage corresponding to the first fourteen calendar days of sick leave, as long as the period was continuous and provided that the entitled beneficiary has a seniority of at least 1 year in the company. The normal wage that should be taken into account equals the wages that would have been paid for the actually worked days;
- Excluding the wages for additional performances
- Increased by:

\* The normal wage corresponding to all days of absence due to an industrial accident, insofar the beneficiary has at least performed four weeks of work in the reference year;

\* The normal wage for absence days to celebrate family events or for fulfilling civic obligations or civil missions;

\* The normal wages for legal holidays;

\* The normal wages for absence days during the period of suspension of the employment contract because of pregnancy and maternity leave;

\* The normal wages for hours worked under the bridging time provided for in the Royal Decree of 11 January 2001 (Belgian Official Gazette of 24 January 2001).

\* The normal wages for the days of absence as a result of a full period of paternity leave.

4.2. The wage that is paid as a result of compensatory days for overtime or following working hours reduction or recovery days of rest is an integral part of the annual gross wage to be taken into account in the calculation of the end of year bonus.

The parties recommend that for the calculation of the End of Year bonus, in the Article 4 of the above mentioned CLA, the term "annual gross income" be read so that all the hours worked under the Royal Decree of 11 January 2001 on travel time (Belgian Official Gazette 24 January 2001) are included therein.

###### Art. 5. Time of payment

The amount of the end of year bonus or the balance of that amount, if payments were done in advance, shall be paid during the month of January following the reference year, except for the blue collar workers who left the company due to the situation referred to under Article 5.3.

###### Art. 6. Beneficiaries

6.1. The amount is payable to the blue collar workers registered on 31 December of the reference year in the personnel registry of the company.

6.2. Relatives of a blue collar worker deceased during the reference year, are entitled to the end of year bonus in proportion to the gross wage the person concerned received.

6.3. The rate of 8.33% is applied according to the same rules as under Article 3 to the wages of the reference year:

- In case of dismissal other than for compelling reasons
- In the event of termination given by the blue collar worker during the period of his partial unemployment;
- in case of termination of a fixed-term contract or for a specific work contract, or temporary employment contract in the sense of the CLA No. 36 of the National Labour Council of 27 November 1981 on protective measures concerning temporary employment and posting of workers or of a replacement contract;
- In case of termination by the blue collar worker as of 1 July 2007, insofar the latter has at least 20 years of seniority in the company.
- In the event of termination of the employment agreement due to permanent incapacity as a consequence of illness or accident as defined in Article 34 of the Act of 3 July 1978 on the employment agreements.

In such cases, payment of the bonus occurs at the moment of the departure of the blue collar worker.

6.4. A blue collar worker in the sector of companies assembling bridges and metal skeletons who does not leave the company during the reference year and who has been employed by several employers governed by this sector, receives from each of them part of the end of year bonus that is proportional to his presence in the various companies.

6.5. Similarly, a blue collar worker who leaves his employer during the reference year, but returns in the service of the same employer, receives an end of year bonus which is proportional to its cumulative performances, if he is still working for this employer on 31 December of the reference year.

6.6. Blue collar workers leaving the company for reasons of pre-pension or pension before the end of a fixed-term contract or a training agreement are entitled to an end of year bonus in proportion to the gross wage that the persons concerned have received in the reference period. In such cases, payment of the bonus occurs at the time of the departure of the blue collar workers.

Art. 7. Notion of reference year

For the purposes of these provisions, the notion "reference year" should be understood as the calendar year preceding the payment of the bonus.

## **Holiday allowance**

### **CLA of 21 November 2011 (107 603)**

(Royal Decree 23/04/2013 - Belgian Official Gazette 02/10/2013)

### **Modification and co-ordination of the CLA on bonuses**

#### CHAPTER II. Bonuses

Art. 8. Holiday allowance

§ 1. The workers employed by the said employer, are granted a holiday allowance of € 89.24, i.e. € 7.44 per worked month. For workers who are employed in the course of the calendar year or who leave the company a pro rata arrangement is applicable whereby each month counts as a full month.

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

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

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

Art. 8ter. Holiday allowance from January 1, 2013

From 1 January 2013 onward, the holiday allowance amounts to € 143.00 or € 13.00 per performed month, with a maximum of 11 performed months per year.

## **Bonus for night work**

### **CLA of 21 November 2011 (107 603)**

(Royal Decree 23/04/2013 - Belgian Official Gazette 02/10/2013)

### **Modification and co-ordination of the CLA on bonuses**

#### CHAPTER II. Bonuses

Art. 3. Bonus for night work

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

## **Overtime**

### **CLA of 26 September 1995 (39 773), extended by the CLA of 11 July 2011 (108 611),**

### **CLA of 11 July 2011 (108 611) most recently extended by the CLA of 20 January 2014 (119 543)**

(Royal Decree 22/01/2002 - Belgian Official Gazette 21/02/2002)

(Royal Decree 05/12/2012 - Belgian Official Gazette 20/12/2012)

(Royal Decree 27/05/2014 - Belgian Official Gazette 10/11/2014)

### **Protocol National Agreement 1995-1996**

Art. 6. Additional employment measures at company level

§ 3. Provided that collective labour agreements are concluded at company level, in implementation of the Articles 20bis, § 4 and 26bis, § 2a of the Labour Act of 16 March 1971, the opportunity may be offered not to allow the recovery rest up to legally determined maximum hours of overtime.

Art. 10. Validity

This CLA is concluded for a fixed term, is effective as of 1 January 1995 and shall terminate its effects on 31 December 1996 (*art.6 §3 extended by the CLA of 11 July 2011, 108 611, which is extended until 31 March 2014 by the CLA of 20 January 2014, 119 543*).

### **CLA of 16 June 1997 (45 988), as amended by the CLA of 17 May 1999 (51 132) and by the CLA of 26 May 2009 (96 949),**

### **most recently extended by the CLA of 20 January 2014 (119 543) and by the CLA of 16 March 2015 (126 630)**

(Royal Decree 19/07/2006 - Belgian Official Gazette 25/08/2006)

(Royal Decree 19/07/2006 - Belgian Official Gazette 25/08/2006)

(Royal Decree 21/07/2011 - Belgian Official Gazette 19/09/2011)

(Royal Decree 27/05/2014 - Belgian Official Gazette 10/11/2014)

(Royal Decree 10/08/2015 - Belgian Official Gazette 09/09/2015)

**National Agreement 1997-1998 executing the protocol National Agreement of 15 May 1997**

CHAPTER III. Employment

3.5. Labour Organisation.

- a. The parties request to extend the royal decree "Limited Flexibility" ... until 31 March 2014 (*CLA of 20 January 2014, 119 543*).
- b. The Article 6 § 3 of the National Agreement 1995-1996 of 26 September 1995, providing for the opportunity not to allow the legally determined maximum hours of overtime provided that a CLA is concluded at company level, is extended until 31 March 2014 (*CLA of 20 January 2014, 119 543*).
- c. *The sectoral model "average yearly working hours" is modified by the CLA of 17 May 1999 (51 132), and is most recently extended until 30 June 2015 by the CLA of 16 March 2015 (126 630).*

For the duration of the agreement, in the companies with or without Union delegation, the normal working hours, established in the work rules, may be extended or shortened and replaced by special work schedules in accordance with the provisions of Article 20bis of the Labour Act-based model below. This model cannot be applied in companies that have already made arrangements for the average yearly working hours.

The introduction of the sectorial model according to the following procedure is limited to blue collar workers in day-and a dual-shift systems. For the introduction of new shift schemes, weekend work and flexible schedules that go beyond the model below, a CLA at company level is required.

The model may also not be introduced for blue collar workers employed on Saturday and / or Sunday; this requires specific negotiation.

1. Sectorial model.

The working week shall only exceed or be inferior to the normal working week in the company by maximum 5 hours, without giving rise to the payment of a bonus.

The daily working hours may only exceed or be inferior to the normal working hours in the company by maximum 1 hour, without giving rise to the payment of a bonus.

On an annual basis the company shall respect the average working week as defined in the enterprise CLAs. The overruns are preferably compensated by whole days.

2. Procedure at company level.

If the company wishes to apply the above sectorial model of average yearly working hours, the work rules shall be adjusted automatically in accordance with the provisions of the average yearly working hours. This adjustment is valid until 30 June 2015. If this sectorial model is not extended at sectorial or company level, the revised provisions on the average yearly working hours will be deleted automatically in the work rules as from 1 July 2015. (*dates most recently modified by the CLA of 16 March 2015, 126°630*)

The adapted rules on the average yearly working hours are also removed from the work rules, in case of restructuring or if the company is confronted with redundancy, as defined in Chapter II 2.1. § 4 of the present Agreement, unless otherwise agreed upon.

A company wishing to make use of this sectorial model, shall give in advance the Union delegation or, failing such delegation the workers, the required information and motivation .

Without questioning the principle of the introduction of the sectorial model , prior to its introduction, accompanying measures are elaborated. These shall include the concrete time tables, the reference period for calculating the average working time, the notification time, ... The concrete framework measures include also the number of temporary workers and the number of fixed-term contracts.

3. Additional conditions.

The Royal Decree "Limited Flexibility" as referred to in Section 3.5.a. of the current agreement, is not applicable to the blue collar workers for whom the sectorial model " average yearly working hours " was introduced.

The companies that enter the sectorial model "average yearly working hours " shall, if they rely on temporary workers because of an extraordinary increase in work, limit these contracts to maximum three months. If blue collar workers are called in with fixed-term contracts , these contracts should have a minimum duration of 6 months.

#### CHAPTER V. Miscellaneous

##### 5.5. Validity

This CLA is concluded for a fixed term, from 1 January 1997 to 31 December 1998, except where otherwise stated (*point 3.5. a. and b. is most recently extended until 31 March 2014 by the CLA of 20 January 2014, 119 543 ; point 3.5. c. most recently extended within the legal possibilities until 30 June 2015 by the CLA of 16 March 2015, 126 630*).

#### **CLA of 17 March 2014 (124.612), most recently extended by the CLA of 16 March 2015 (126.630)**

(Royal Decree 25/03/2016- Belgian Official Gazette 22/04/2016 )

(Royal Decree 10/08/2015 - Belgian Official Gazette 09/09/2015)

#### **National Agreement 2013-2014 (section fitters )**

#### CHAPTER VI. Working time and flexibility

Art. 14. Raise internal limits and extension of the period for granting compensatory rest

§ 1. Pursuant to Article 2 of the Royal Decree of September 11, 2013 fixing the negotiation procedures for raising the internal limit of the working hours that must be respected in the course of a reference period, the parties agree to raise the internal limit provided in the Article 26bis, § 1a to 143 hours

§ 2. In case of application of Article 25 of the Labour Act of March 16, 1971, the three-month period within which the compensatory rest should be granted established by Article 26bis, § 3 of the same law, is raised to twelve months

§ 3. The parties request that a royal decree would be taken similar to the Royal Decree of November 30, 2011 relating to Sunday rest and the working hours of some workers employed during the period of January 1, 2014 to December 31, 2014 in the companies governed by the Joint Committee for the metal, mechanical and electrical construction, except for the companies belonging to the sector of metal manufacturing enterprises.

Art.15: Article 20bis, § 4 and Article 26bis, § 2bis of the Labour Act of March 16, 1971

§ 1. In a working arrangement in accordance with Article 20bis, § 4 of the Labour Act of March 16, 1971 and subject to a collective labour agreement concluded at company level, the number of working hours that can be performed in a year, amounting to 65 hours per calendar year, may be exceeded in the case of application of Articles 25 and 26, § 1, 3 °.

This provision is valid until June 30, 2015

§ 2. Pursuant to Article 26bis, § 2bis of the Labour Act of March 16, 1971, 91 hours per calendar year performed, at the request of the worker, in accordance with Article 25 or Article 26, § 1, 3 °, shall not be counted when calculating the average working hours and not taken into account for compliance with the internal limit.

The worker must have requested this, before the pay period during which the working hours were performed has expired.

This provision is valid until June 30, 2015.

## CHAPTER XII. *Validity*

### Art. 24.

This CLA is concluded for a fixed term, from 1 January 2014 until 31 December 2014, except where otherwise stated, extended within the legal possibilities till 30 June 2015.

## **Bonus for difficult work**

### **CLA of 21 November 2011 (107 603)**

(Royal Decree 23/04/2013 - Belgian Official Gazette 02/10/2013)

### **Modification and co-ordination of the CLA on bonuses**

#### CHAPTER II. *Bonuses*

##### Art. 4. Bonus for difficult work

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

Under "specified work" should be understood:

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

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

## **Separation premium**

### **CLA of 21 November 2011 (107 603)**

(Royal Decree 23/04/2013 - Belgian Official Gazette 02/10/2013)

### **Modification and co-ordination of the CLA on bonuses**

#### CHAPTER II. *Premiums*

##### Art. 5. Separation Premium

The blue collar workers spending the night outside their place of residence for occupational reasons , receive a separation premium of 12.50 EUR per night.

From 1 January 2013 onward this bonus shall be 13.00 EUROS per night.

**Subsector INDUSTRIAL METALWORK**  
**Subsector SMALL-SCALE METALWORK**  
**Subsector FITTERS OF BRIDGES AND METAL CROSSBEAMS**

**Additional holiday allowance**

**CLA of 21 September 2015 (129 703)**

(Royal Decree 01/04/2016 - Belgian Official Gazette 09/05/2016 )

**Modification and co-ordination of the Statutes of the " Welfare Fund of the metal manufacturing industry"**

Text of the amended and co-ordinated statutes

CHAPTER II. Scope

Art. 5.

§ 1. These rules, as well as the method of execution, determined by the Joint Committee on the metal, mechanical and electrical construction, apply to the employers who are governed due to by their activities in Belgium by the above mentioned joint bargaining committee, as well as to the male and female workers and industrial apprentices employed by them in Belgium.

Art. 5bis.

§ 1. These statutes, as well as the terms of execution established by the Joint Committee for the metal, mechanical and electrical construction, are also applicable to employers established outside Belgium governed - for their activities in Belgium -by the above mentioned joint committee, as well as their male and female blue collar workers, insofar these latter are employed by them at least 15 days in Belgium.

§ 6. The male and female blue collar workers of foreign companies referred to in § 2, enjoy, on their request, the benefits provided for in these Statutes, provided that:

- At the time the right is in opened , they are employed by a contributor company;
- The male and female blue collar workers are employed in this company for at least 15 calendar days in Belgium, starting from the moment that the company became a contributor company;
- The male and female blue collar workers are entitled in their country of origin to the benefits of a social security scheme to which the benefits of the welfare fund are a complement.

CHAPTER V. Beneficiaries and benefits

A.D. Additional holiday allowance

Art. 19octies.

The male and female blue collar workers referred to in Article 5, § 1 and Article 5a § 6, employed in a full-time or part-time employment relation are as of 2001 onwards entitled to the allowance provided for in Article 20, § 2 provided that they enjoy as a graduate an additional holiday allowance that is being taken in charge by the National Employment Office.

The number of allowances equals to the number of allowances allocated by the National Employment Office.

If the male and female blue collar workers provided for in Article 5a § 6, and the frontier workers of companies established in Belgium, do not meet the condition set out in Article 19nonies, § 1, then an equivalent lump sum is awarded according to the terms and conditions established by the College of Chairmen.

Art. 19nonies.

The male and female blue collar workers referred to in Article 5, § 1 and Article 5a § 6, employed in a full-time or part-time employment relation are from 2007 onward eligible to the compensation laid down in

Article 20, § 2 insofar as blue collar workers aged 50 years or over enjoy an additional holiday allowance after a period of inactivity, totally or partly taken in charge by the National Employment Office. The number of allowances equals to the number of allowances allocated by the National Employment Office.

If the male and female blue collar workers provided for in Article 5a § 6, and the frontier workers of companies established in Belgium, do not meet the condition set out in Article 19nonies, § 1, then an equivalent lump sum is awarded according to the terms and conditions established by the College of Chairmen.

#### A.E. Amount of the benefits

Art. 20.

§ 2.

From 1 October 2015 onwards, as an adjustment to the index and welfare, the supplementary allowance for temporary unemployment is established at 11 EUROS for a whole benefit and at 5,50 EUROS for half benefit.

#### C. Decisions common to unemployment benefits, benefits due to incapacity and other benefits granted by the fund

Art. 23.

The Management Board shall determine the date and terms of payment of allowances and bonuses allocated by the fund, in no event shall the payment of allowances and bonuses depend on the payment of the contributions payable by the employer subject to the fund.

Art. 24.

The allowances and bonuses are paid to workers represented by the Trade Union organizations in the Joint Bargaining Committee, in accordance with the rules adopted by the Management Board. The male and female blue collar workers may however apply directly to the fund.