

## **National Auxiliary Joint Committee for Employees (JC 218)**

### **❖ Scope of application**

This file applies to companies which come under the Additional National Joint Labour Committee on employees, for work performed in Belgium.

### **National auxiliary joint committee for Employees**

Institution and amendments

(0)	Royal Decree 05.01.1957	Belgian Official Gazette 10.01.1957
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*Article 1, §2, point 62*

The joint committee is competent for the workers whose occupation is mostly of an intellectual nature and their employers and who do not fall within the scope of any particular national joint committee.

N.B. The National auxiliary joint committee for employees is only competent for the employers belonging to the sectors of industry, trade or agriculture and shall remain in force until the members of the joint committee 200, competent for all sectors, including liberal professions and non-profit sector, are appointed. The JC 218 shall then be suppressed.

## ❖ Monthly minimum wages (gross)

### 1st of January 2015 (indexation percentage 0.03%)

The indexation system applicable to the sector of activity the company belongs to, may be used instead of the system elaborated within the framework of the JLC 218.

The employers may fluctuate the wages of their employees by linking them to the consumer price index applicable to the blue collar workers in their company.

When a scaled employee simultaneously and permanently performs multiple functions coming under different classes, this should be taken into account in the determination of his wages.

#### Wage scale I : as from the first year of commencement of employment onward

(years) Experience	Class A	Class B	Class C	Class D
0	1,644.47	1,712.99	1,737.22	1,873.91
1	1,649.43	1,722.82	1,737.22	1,886.31
2	1,654.35	1,732.66	1,776.39	1,898.49
3	1,659.32	1,742.57	1,810.83	1,910.92
4	1,664.33	1,755.94	1,845.26	1,959.13
5	1,669.20	1,769.53	1,879.81	2,002.00
6	1,674.15	1,779.80	1,914.25	2,044.81
7	1,679.04	1,805.50	1,948.81	2,087.54
8	1,684.34	1,831.26	1,983.39	2,130.40
9	1,698.00	1,856.92	2,017.96	2,173.00
10	1,711.72	1,882.76	2,052.41	2,216.04
11	1,723.38	1,904.52	2,086.94	2,258.66
12	1,734.93	1,926.02	2,121.42	2,301.59
13	1,746.65	1,947.78	2,148.67	2,344.32
14	1,758.12	1,969.34	2,175.83	2,387.17
15	1,769.53	1,991.04	2,203.10	2,423.14
16	1,780.87	1,998.06	2,230.26	2,459.07
17	1,792.27	2,005.02	2,257.49	2,494.99
18	1,803.65	2,012.14	2,265.24	2,531.01
19	1,803.65	2,019.14	2,273.03	2,567.00
20	1,803.65	2,026.19	2,280.85	2,579.73
21	1,803.65	2,033.35	2,288.82	2,592.55
22	1,803.65	2,040.28	2,296.65	2,605.35
23	1,803.65	2,047.33	2,304.66	2,618.04
24	1,803.65	2,054.37	2,312.51	2,630.68
25	1,803.65	2,061.37	2,320.54	2,643.34
26	1,803.65	2,068.42	2,328.42	2,656.04

#### Wage scale II : employees after they have been employed for 1 year in the same company

(years) Experience	Class A	Class B	Class C	Class D
1	1,693.96	1,769.32	1,784.13	1,937.23
2	1,699.01	1,779.43	1,824.37	1,949.74
3	1,704.12	1,789.62	1,859.72	1,962.50
4	1,709.00	1,803.22	1,895.18	2,012.32
5	1,714.02	1,817.25	1,930.73	2,056.49
6	1,719.00	1,827.84	1,966.12	2,100.46
7	1,724.06	1,854.24	2,001.71	2,144.51
8	1,729.62	1,880.81	2,037.32	2,188.52
9	1,743.64	1,907.18	2,072.83	2,232.47

10	1,757.77	1,933.77	2,108.36	2,276.65
11	1,769.79	1,956.13	2,143.82	2,320.60
12	1,781.65	1,978.23	2,179.27	2,364.69
13	1,793.69	2,000.62	2,207.31	2,408.72
14	1,805.50	2,022.86	2,235.23	2,452.81
15	1,817.25	2,045.10	2,263.28	2,489.80
16	1,828.91	2,052.34	2,291.29	2,526.73
17	1,840.57	2,059.52	2,319.32	2,563.76
18	1,852.25	2,066.87	2,327.26	2,600.75
19	1,852.25	2,074.10	2,335.26	2,637.81
20	1,852.25	2,081.37	2,343.36	2,650.94
21	1,852.25	2,088.59	2,351.54	2,664.08
22	1,852.25	2,095.79	2,359.58	2,677.24
23	1,852.25	2,103.14	2,367.89	2,690.39
24	1,852.25	2,110.31	2,375.99	2,703.37
25	1,852.25	2,117.53	2,384.25	2,716.33
26	1,852.25	2,124.74	2,392.30	2,729.45

YOUNG PEOPLE : percentage of the wage at 0 years experience

Age		Class A	Class B	Class C	Class D
16	75%	1,233.35	1,284.74	1,302.92	1,405.43
17	80%	1,315.58	1,370.39	1,389.78	1,499.13
18	85%	1,397.80	1,456.04	1,476.64	1,592.82
19	90%	1,480.02	1,541.69	1,563.50	1,686.52
20	95%	1,562.25	1,627.34	1,650.36	1,780.21

STUDENTS :

Age		Class A	Class B	Class C	Class D
16		1,060.98	1,103.14		
17		1,199.53	1,247.94		
18		1,337.96	1,392.92	1,510.77	1,658.89
19		1,448.70	1,508.87	1,638.08	1,764.43
20		1,504.12	1,566.77	1,701.55	1,826.87

BRANCH MANAGERS AND DOOR TO-DOOR SALESMEN

2 cases may occur:

- they have a fixed wage;
- their wage includes commissions determined according to the amount of trade turnover or according to other criteria.

In both cases, and if they are full time employed, their wages should at least equal those of an employee with professional experience level "0", according to the professional scale for class C.

SALES REPRESENTATIVES:

For sales representatives with less than 4 years of professional experience, the wage should at least equal the minimum scale according to the professional experience of class C.

For sales representatives with 4 or more years of professional experience, the wage should at least equal the minimum scale according to professional experience of class D.

During the trial period, however, the monthly minimum wage should at least equal the wage of an employee of professional experience level "0" in class A.

This minimum wage is a monthly paid advance on the commission and the final account is annually established on the basis of the wages calculated on an average of 12 months

## GUARANTEED AVERAGE MINIMUM MONTHLY INCOME (GAMMI)

Age	Seniority (months)		
	0	6	12
21	1,578.98	1,578.98	1,578.98
21.5	1,578.98	1,620.89	1,620.89
22	1,578.98	1,620.89	1,639.50

THE GUARANTEED AVERAGE MINIMUM MONTHLY INCOME (GAMMI) applies to the employees aged 21 and older who perform a normal full-time job.

The GAMMI does not apply to employees working in a family business employing usually only blood relatives, relatives or foster children under the sole authority of the father, the mother or the tutor. It does not apply either to the employees usually employed for a period of less than one calendar month.

By GUARANTEED AVERAGE MINIMUM MONTHLY INCOME is meant:

- The monthly wage guaranteed by the scales as determined by the joint labour committee, the collective labour agreements at company level or the individual employment agreement
- The equivalent per month in bonuses and other benefits, possibly paid in kind, which are granted under the terms of the end of the year bonus, pursuant to a collective agreement at company level, an individual employment agreement or custom.

However, shall be excluded from the determination of the GAMMI I:

- Supplements for overtime
- The benefits provided by Art.19 § 2 of the Royal Decree of 28.11.1969 implementing the Act of 27.06.1969 amending the Decree of 28/12/1944 concerning social security for workers
- The bonuses or compensations paid for actual costs borne by the employees.

## ❖ Working hours

Average weekly working hours on an annual basis: 38 hours / week.

In companies occupying both employees and blue collar workers, the weekly working hours and working time arrangements for the executive employees supervising the blue collar workers, are the same as those of the blue collar workers.

Notwithstanding the legal provisions, in companies or sectors in which specific collective labour agreements have been agreed upon, implementing specific arrangements in terms of the organization of the working hours to the blue collar workers, those same modalities shall apply to the executive employees of these companies or sectors, provided this staff comes under JLC 218 .

## **Bonuses**

### **Eco- vouchers**

CLA of 16 July 2009 (95.416), amended by CLA of 19 September 2011 (106.414), amended by CLA of 12 December 2013 (119.425)

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

CLA of 29 May 1989 (23.740), amended by CLA of 12 May 1997 (44.268), amended by CLA of 25 April 2001 (57.342), amended by CLA 19 September 2011 (106.414)

### **Contribution in transportation cost**

CLA of 24 February 2010 (99.276), amended by CLA of 19 September 2011 (106.414), amended by CLA of 12 December 2013 (119.424)

### **Working clothes**

CLA of 29 juni1989 (23.740)

# **Eco-vouchers**

## **CLA of 16 July 2009 (95.416), amended by CLA of 19 September 2011 (106.414)**

(Royal Decree 17/03/2010 - Belgian Official Gazette 03/05/2010)

(Royal Decree 24/10/2012 - Belgian Official Gazette 20/11/2012)

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

### **Concerning the purchasing power: section Eco-vouchers**

#### Chapter II Definition

##### Art 2

This collective labour agreement is concluded in application of the Collective Labour Agreement No. 98 on the eco vouchers, concluded in the National Labour Council on 20 February 2009 and as subsequently amended.

##### Art. 3.

§ 1. For the purposes of this Agreement, "eco-voucher" means the advantage received when purchasing products and services from an ecological nature listed in an annex to Collective Labour Agreement No 98.

§ 2. The employees can only use the eco-vouchers to purchase products or services of an ecological nature that are explicitly included in this list.

Their validity is limited to 24 months from the date of issuing to the employee.

§ 3. The maximum nominal value per eco-voucher is EUR 10.

#### CHAPTER III. *Granting procedure*

##### Art. 4.

§ 1. From 2010 onwards each full time occupied employee with a full reference period shall be granted eco-vouchers once per year for an equivalent value of EUR 250.

§ 2. Part-time employees shall be granted eco-vouchers according to the following arrangement:

Weekly working hours	2010
As of 4/5 of a full-time employment onwards	250 EUR
As of 3/5 of a full-time employment onwards	200 EUR
As of half of a full-time employment onwards	150 EUR
Less than half of a full-time employment	100 EUR

§ 3. As from 2010 onwards, the payment of these eco vouchers shall take place once a year, each calendar year in the month of June.

§ 4. The above mentioned amounts are owed to the employees with a full reference period.

The reference period is the 12 month period commencing from the month of June of the previous calendar year to the month of May of the current calendar year.

The employees with an incomplete reference period shall be granted an amount determined according to the above mentioned slices, paid pro rata according to their actual performance and the equivalent periods, according to the CLA No. 98 (article 6, § 3)

The pro rata arrangement also applies in case of transition from a full-time to a part-time status and vice versa.

#### CHAPTER VI. Final Provisions

##### Art. 9.

This collective agreement shall enter into force on January 1, 2009 for an unlimited period of time.

## **End of the year bonus**

**CLA of 29 May 1989 (23.740), amended by CLA of 12 May 1997 (44.268), by CLA of 25 April 2001 (57.342) and by CLA of 19 September 2011 (106.414)**

(Royal Decree 06/08/1990 - Belgian Official Gazette 31/08/1990)

(Royal Decree 07/01/1998 - Belgian Official Gazette 10/03/1998)

(Royal Decree 10/11/2001 - Belgian Official Gazette 14/02/2002)

(Royal Decree 24/10/2012 - Belgian Official Gazette 20/11/2012)

### **Wage and working conditions**

#### Chapter III – Wages

##### Art 5

To the extent that there is compliance with the conditions below, a bonus equal to the monthly wage shall be paid to the employees.

For sales representatives

- whose wages are wholly or partly variable: the bonus is calculated on the monthly average of the fixed and variable part of the wages of the last 12 months. This monthly average is however limited to the highest amount of the 4th category of the scale.
- whose entire wages are variable: the bonus is calculated on the monthly average of the wages of the last 12 months. This monthly average is however limited to the highest amount of the 4th category of the scale.
- whose wages are partially variable: the bonus is calculated on the monthly average of the wages of the last 12 months. This monthly average is however limited to the highest amount of the 4th category of the scale unless the fixed part is higher than the stated amount.

The conditions to be fulfilled are the following:

- being linked by an individual labour agreement for employees at the time of payment of the bonus, except for the cases mentioned below;
- having a seniority of at least 6 months at the time of payment of the bonus;
- having started working in the company not later than on the first day of the considered working year; for employees entered in service of the company after the first day of the considered working year and having an effective presence in the company of at least 6 months, the bonus is calculated in proportion to the number of months of effective performance.

The amount of the bonus may be reduced in proportion to the absences in the course of the year, which do not arise from the application of the legal, regulatory and contractual provisions on annual leave, public holidays, short absences, paternity leave, paid educational leave, union leave, occupational disease, industrial accident and maternity leave and of 60 days of illness or accident.

Except for other provisions agreed upon at company level, this bonus is paid no later than either at the moment of the filing of the company accounts, either at the end of the calendar year, i.e. in December.

The above mentioned provisions shall not apply to:

- The companies granting in the course of the year an equivalent advantage, whatever its denomination, be it in the form of a conventional bonus, or by way of a gift;
- the companies arranging the wages and other working conditions of their employees on company level by agreement, provided the joint benefits granted in this agreement equal at least the benefits provided by this Collective Labour Agreement.

The end of the year bonus will also be paid proportionally to the employees who were recruited with an individual labour agreement for a fixed term or for a specific work of at least six months and who have left the company before the payment of the bonus.

The right to the bonus, calculated in proportion to the performances of the current work year, is granted per performed full calendar month.

#### Chapter XI – Validity of the agreement

##### Art. 33

This collective agreement shall enter into force on 1 January 1989.



## **Contribution in the transportation costs**

### **CLA of 24 February 2010 (99.276), amended by CLA of 19 September 2011 (106.414), amended by CLA of 12 December 2013 (119.424)**

(Royal Decree 10/09/2010 - Belgian Official Gazette 08/11/2010)

(Royal Decree 24/10/2012 - Belgian Official Gazette 20/11/2012)

(Royal Decree - Belgian Official Gazette )

### **Concerning: contribution in the transportation costs**

#### Chapter I *Scope*

##### Art. 2.

§ 1. This Collective Labour Agreement does not apply to employees who use their own vehicle and whose annual gross wages exceed 24 000 EUR (amount from 1 July 2010 onward).

The amount of 24 000 EUR is increased from 1 July 2014 to 26 250 EUR.

§ 2. The annual gross wages shall be calculated according to Annex 4 attached to this Agreement; this annex forms an integral part of the Agreement.

#### CHAPTER II. *Public transportation by train*

##### Art. 3.

§ 1. As far as transportation organized by the NMBS (Belgian national railroad company) is concerned, the employer's contribution in the price of the used ticket equals 80% of the price of the train ticket in 2nd class for a corresponding distance from the first kilometre onwards.

§ 2. The companies are recommended to conclude, without additional costs, a third-payer system for transportation by train with the NMBS, of which the remaining 20% would be paid by the public authorities, so as to guarantee that the employee enjoys free commuting by train, provided no additional costs will be charged to the employer, should the third-payer system come to disappear.

#### CHAPTER III. *Public transportation, other than by train*

##### Art. 4.

As for public transportation, other than by train, the contribution of the employer to the price of a season's ticket for distances as from 3 kilometres onwards, calculated from the departure station, is set out in accordance with the modalities mentioned below:

a) if the price of transportation is in relation to the distance, the employer's contribution to the price of the ticket is calculated based on the table in Annex 1, containing lump sums, without however exceeding 75% of the actual fare

b) if the price is a unit price, regardless of the distance, the contribution of the employer is a fixed rate corresponding to 71.8% of the actual price paid by the employee, without however exceeding the amount of the employer's contribution calculated on the basis of the annexed table, containing lump sums for a distance of 7 km.

#### CHAPTER IV. *Combined public transportation*

##### Art. 5.

If the employee uses a combination of train and one or more other modes of public transportation, others than the train, and there is only one ticket issued for the whole of the distance - without showing any subdivision per mode of public transportation used - the contribution of the employer is based on the table in Annex 1, containing lump sums.

##### Art. 6.

In any other case, if the employee makes use of more than one mode of public transportation as provided for in Article 5, the contribution of the employer for the whole of the distance is calculated as follows: once the contribution of the employer is calculated in accordance with the provisions of Articles 3, 4, a), 4, b) and 5 of this Collective Labour Agreement with respect to each separate mode of public transportation used by the employee, the thus obtained separate amounts are added together to determine the contribution of the employer for the whole of the travelled distance.

#### CHAPTER V. *Other modes of transportation*

##### Art. 7.

§ 1. For an employee who uses his own vehicle to travel a distance equal to or greater than 3 km, the employers' contribution modalities are as follows:

a) the employee submits to the employer a signed declaration stating that he regularly travels a distance equal to or greater than 3 km by a mode of transportation, other than a public mode of transportation, from his place of residence to his place of employment, he communicates each change in this situation as soon as possible to his employer;

b) the employer may at any time verify whether this statement corresponds to reality.

§ 2. The employer's contribution equals 50% of the price of a train ticket valid for one month in 2nd class for the corresponding distance stated in the declaration referred to in § 1, a).

CHAPTER VI. *Transportation organized by companies, with a financial participation by the employees or transportation organized by companies exclusively at their own expenses for part of the distance*  
Art. 9.

If the transportation is organized by the employer, with a financial participation of the employees, or if the employer organizes transportation for part of the distance exclusively at his own expenses, a solution should be sought, as far as his contribution to the cost of transportation of the employees is concerned, inspired by the provisions of this Agreement.

CHAPTER VII. *Time of repayment*

Art. 10.

The employer's contribution in the transportation costs borne by the employees will be paid monthly.

CHAPTER VIII. *Modalities of repayment*

Art. 12.

§ 1. As far as public transportation is concerned, the contribution of the employer in the transportation costs shall be paid on presentation of tickets issued by the NMBS and / or other public transportation companies.

§ 2. For employees who do not make use of any modes of public transportation, the contribution shall be paid only for the performed working days, without other modalities.

CHAPTER IX. *Validity of the agreement*

Art. 13

This collective agreement is concluded for an indefinite period of time. It shall enter into force on 1 February 2009.

#### Annex 1

##### Contribution of the employers in the price of public transportation

Contribution by the employer as from 1 February 2009 onwards. These rates are bi-annually re-adjusted.

	Week	Monthly ticket	3-monthly ticket	Yearly ticket	Railflex
				Train ticket valid for 1 year	Train ticket for part-time workers
Distance km	Weekly contribution by the employer	Monthly contribution by the employer	3-monthly contribution by the employer	Yearly contribution by the employer	contribution by the employer
	EUR	EUR	EUR	EUR	EUR
1	5,50	18,30	52,00	185,00	-
2	6,10	20,50	57,00	204,00	-
3	6,70	22,30	62,00	224,00	7,40
4	7,30	24,40	68,00	243,00	8,60
5	7,90	26,00	74,00	264,00	9,50
6	8,40	28,00	78,00	280,00	10,30
7	8,90	30,00	83,00	297,00	11,00
8	9,40	31,00	88,00	314,00	11,60
9	9,90	33,00	93,00	331,00	12,10
10	10,40	35,00	98,00	348,00	12,60

11	11,00	37,00	103,00	366,00	13,10
12	11,50	38,50	108,00	383,00	13,60
13	12,10	40,00	113,00	402,00	14,20
14	12,60	42,00	118,00	420,00	14,60
15	13,10	43,50	122,00	436,00	15,00
16	13,60	45,00	127,00	455,00	15,50
17	14,10	47,50	132,00	472,00	15,90
18	14,60	49,00	137,00	489,00	16,40
19	15,30	51,00	142,00	507,00	16,90
20	15,80	53,00	147,00	524,00	17,30
21	16,30	54,00	152,00	542,00	17,70
22	16,80	56,00	157,00	560,00	18,20
23	17,40	58,00	162,00	579,00	18,70
24	17,90	59,00	167,00	596,00	19,10
25	18,40	62,00	172,00	614,00	19,50
26	19,10	63,00	177,00	632,00	20,20
27	19,50	65,00	182,00	650,00	20,60
28	19,90	67,00	187,00	667,00	21,00
29	20,60	68,00	191,00	684,00	21,30
30	21,00	70,00	197,00	701,00	21,70
31 - 33	21,80	73,00	206,00	733,00	22,60
34 - 36	23,30	78,00	218,00	776,00	24,10
37 - 39	24,40	82,00	229,00	818,00	25,00
40 - 42	26,00	87,00	244,00	871,00	27,00
43 - 45	27,50	91,00	256,00	914,00	28,00
46 - 48	29,00	96,00	268,00	957,00	29,00
49 - 51	30,00	101,00	282,00	1008,00	31,00
52 - 54	31,50	104,00	291,00	1039,00	32,00
55 - 57	32,00	107,00	299,00	1070,00	33,00
58 - 60	33,50	111,00	310,00	1108,00	34,50
61 - 65	34,50	115,00	322,00	1149,00	36,00
66 - 70	36,00	120,00	336,00	1201,00	38,00
71 - 75	38,00	126,00	354,00	1265,00	40,50
76 - 80	40,00	132,00	368,00	1317,00	42,00
81 - 85	41,50	137,00	383,00	1369,00	44,50
86 - 90	43,00	143,00	400,00	1429,00	46,00
91 - 95	44,50	148,00	415,00	1481,00	47,50
96 - 100	46,00	153,00	430,00	1534,00	50,00
101 - 105	48,00	160,00	447,00	1597,00	52,00
106 - 110	49,50	165,00	462,00	1650,00	53,00
111 - 115	51,00	171,00	477,00	1703,00	55,00
116 - 120	53,00	177,00	493,00	1763,00	57,00
121 - 125	54,00	181,00	509,00	1816,00	59,00
126 - 130	56,00	187,00	524,00	1869,00	61,00
131 - 135	58,00	192,00	538,00	1922,00	62,00
136 - 140	59,00	198,00	553,00	1975,00	63,00
141 - 145	61,00	203,00	568,00	2028,00	65,00
146 - 150	63,00	211,00	592,00	2114,00	67,00

151 - 155	64,00	214,00	601,00	2146,00	-
156 - 160	66,00	220,00	615,00	2199,00	-
161 - 165	67,00	225,00	631,00	2252,00	-
166 - 170	69,00	231,00	646,00	2306,00	-
171 - 175	71,00	236,00	661,00	2359,00	-
176 - 180	73,00	242,00	676,00	2412,00	-
181 - 185	74,00	246,00	691,00	2466,00	-
186 - 190	76,00	253,00	708,00	2529,00	-
191 - 195	78,00	258,00	723,00	2583,00	-
196 - 200	79,00	264,00	738,00	2637,00	-

Also valid for the calculation of the price of train tickets in combined traffic NMBS / TEC.

The total distance shall not be inferior to 3 km.

Distances NMVB limited to 150 km.

## Annex 2

Contribution of the employers in the price of the transportation costs for private transportation for employees whose annual gross wages do not exceed 24.000 EUR (amount as from 1 July 2010 onwards)

Contribution by the employer as from 1 February 2009 onwards. These rates are indexed annually on 1 February.

Price train tickets

(V.A.T. 6% included)

Km	Monthly ticket (2nd class)	
	100%	50%
3	31,00	15,50
4	34,00	17,00
5	36,50	18,25
6	39,00	19,50
7	41,50	20,75
8	43,50	21,75
9	46,00	23,00
10	18,50	9,25
11	51,00	25,50
12	53,00	26,50
13	55,00	27,50
14	58,00	29,00
15	60,00	30,00
16	62,00	31,00
17	65,00	32,50
18	67,00	33,50
19	70,00	35,00
20	72,00	36,00
21	74,00	37,00
22	77,00	38,50
23	79,00	39,50
24	81,00	40,50
25	84,00	42,00
26	86,00	43,00
27	88,00	44,00
28	91,00	45,50
29	93,00	46,50

Km	Monthly ticket (2nd class)	
	100%	50%
46-48	128,00	64,00
49-51	134,00	67,00
52-54	138,00	69,00
55-57	142,00	71,00
58-60	146,00	73,00
61-65	151,00	75,50
66-70	158,00	79,00
71-75	165,00	82,50
76-80	172,00	86,00
81-85	179,00	89,50
86-90	186,00	93,00
91-95	192,00	96,00
96-100	199,00	99,50
101-105	206,00	103,00
106-110	213,00	106,50
111-115	220,00	110,00
116-120	227,00	113,50
121-125	233,00	116,50
126-130	240,00	120,00
131-135	247,00	123,50
136-140	254,00	127,00
141-145	261,00	130,50
146-150	270,00	135,00
151-155	274,00	137,00
156-160	281,00	140,50
161-165	288,00	144,00
166-170	295,00	147,50

30	95,00	47,50
31-33	99,00	49,50
34-36	105,00	52,50
37-39	111,00	55,50
40-42	116,00	58,00
43-45	122,00	61,00

171-175	302,00	151,00
176-180	309,00	154,50
181-185	315,00	157,50
186-190	322,00	161,00
191-195	329,00	164,50
196-200	336,00	168,00

Contribution by the employer as from 1 February 2010 onwards. These rates are indexed annually on 1 February.

Price train tickets

(V.A.T 6% included)

Km	<i>Monthly ticket (2nd class)</i>	
	100%	50%
3	31,50	15,75
4	34,00	17,00
5	37,00	18,50
6	39,50	19,75
7	41,50	20,75
8	44,00	22,00
9	46,50	23,25
10	48,50	24,25
11	51,00	25,50
12	53,00	26,50
13	56,00	28,00
14	58,00	29,00
15	61,00	30,50
16	63,00	31,50
17	65,00	32,50
18	68,00	34,00
19	70,00	35,00
20	72,00	36,00
21	75,00	37,50
22	77,00	38,50
23	79,00	39,50
24	82,00	41,00
25	84,00	42,00
26	86,00	43,00
27	89,00	44,50
28	91,00	45,50
29	94,00	47,00
30	96,00	48,00
31-33	100,00	50,00
34-36	106,00	53,00
37-39	111,00	55,50
40-42	117,00	58,50
43-45	123,00	61,50

Km	<i>Monthly ticket (2nd class)</i>	
	100%	50%
46-48	129,00	64,50
49-51	135,00	67,50
52-54	139,00	69,50
55-57	143,00	71,50
58-60	147,00	73,50
61-65	152,00	76,00
66-70	159,00	79,50
71-75	166,00	83,00
76-80	173,00	86,50
81-85	180,00	90,00
86-90	187,00	93,50
91-95	194,00	97,00
96-100	201,00	100,50
101-105	207,00	103,50
106-110	214,00	107,00
111-115	221,00	110,50
116-120	228,00	114,00
121-125	235,00	117,50
126-130	242,00	121,00
131-135	249,00	124,50
136-140	256,00	128,00
141-145	262,00	131,00
146-150	272,00	136,00
151-155	276,00	138,00
156-160	283,00	141,50
161-165	290,00	145,00
166-170	297,00	148,50
171-175	304,00	152,00
176-180	311,00	155,50
181-185	317,00	158,50
186-190	324,00	162,00
191-195	331,00	165,50
196-200	338,00	169,00

#### Annex 4

Annex on the financial contribution of the employers in the price of private transportation of the employees

Shall be taken into account for the assessment of the annual gross wages of 24,000 EUR (amount as from 1 July 2010 onwards)

1. the fixed elements:

the monthly gross wages, including any additional wages, including the bonus for practicing both national languages, taking into account the movable part, attributed as a function of the consumer price index. The annual gross amount is calculated by multiplying by 12 the fixed elements, which relate to the first month for which the financial contribution in the price of the transportation of the workers was asked of the employer, even if the employee has performed less than 12 months ;

2. the variable elements:

a) monthly: the commission, bonuses, overtime, etc.

Here the gross figures for the last 12 months count. If the employee has performed less than 12 months, the amount to be taken into account shall be obtained by multiplying by 12 the monthly average for the months actually performed.

b) yearly: the commission, bonuses, 13th month pay and other benefits some employers grant once or several times a year to their staff, pursuant to agreement or custom.

The gross amounts granted during the last 12 months shall be added to the annual gross amounts mentioned under 1. and 2., a).

The assessment of the annual gross remuneration shall not include:

1° the benefits of a social nature, such as the 'household and residence' allowance, the family allowance, the holiday pay;

2° the amounts awarded as compensation for certain expenses (travel expenses , representation allowances, etc.);

3° pensions of all kinds.

## **Working clothes**

### **CLA of 29 juni1989 (23740)**

(Royal Decree 08.06.1990 - Belgian Official Gazette 08/31/1990)

### **Wage and working conditions**

#### CHAPTER I. Scope

##### Article 1

This collective agreement applies to the employers and employees of companies which come under the authority of the Additional National Joint Labour Committee on Employees  
The term "employees" refers to both, the male and female employees.

#### CHAPTER V: Special provisions

##### Working clothes

##### Article 9

The technical workshop staff and the technical laboratory staff employed under the same conditions as the blue collar workers to whom working clothes are issued, are equally entitled to that type of clothes.

#### CHAPTER XI: Validity of the Agreement

##### Article 33

This collective agreement shall enter into force on 1 January 1989.

With the exception of Article 30, it shall be concluded for an indefinite period of time