

# Joint Committee for the horticultural enterprises (JC 145)

*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 sectorial CLAs of the official Joint Bargaining Committee (JC 145).*

## **Contents**

<b>1. Scope</b> .....	<b>3</b>
<b>2. Minimum wages (gross / hour)</b> .....	<b>5</b>
1. FLORICULTURE .....	7
2. VITICULTURE .....	8
3. CULTIVATION OF TREES .....	8
4. LAYOUT AND UPKEEP OF PARKS AND GARDENS .....	8
5. FRUIT CULTIVATION .....	9
6. VEGETABLE CULTIVATION .....	10
7. MUSHROOM CULTIVATION .....	11
<b>3. Working hours</b> .....	<b>13</b>
Common provisions for all subsectors, except Subsector Layout and upkeep of parks and gardens ...	13
Subsector Layout and upkeep of parks and gardens .....	13
<b>4. Bonuses/Allocations</b> .....	<b>14</b>
Common bonuses for all subsectors in JC 145 HORTICULTURAL ENTERPRISES .....	14
Lump-sum premiums for regular workers .....	14
Common bonuses for JC 145 HORTICULTURAL ENTERPRISES, except for subsector LAYOUT AND UPKEEP OF PARKS AND GARDENS .....	15
End of year bonus .....	15
Fidelity premium .....	15
Lump-sum premium .....	16
Lump-sum premium for seasonal work .....	17
1. FLORICULTURE .....	18
Additional holiday allowance .....	18
End of year bonus .....	18
2. VITICULTURE .....	19
3. CULTIVATION OF TREES .....	20
End of year bonus .....	20
Bad weather premium .....	21
4. LAYOUT AND UPKEEP OF GARDENS AND PARKS .....	22
Fidelity premium .....	22
Lump-sum premium .....	23

Night work .....	24
Bad weather premium .....	24
Accommodation and separation allowance .....	25
Premium to compensate for the inability of the employer to provide warm meals .....	26
<b>5. FRUIT CULTIVATION .....</b>	<b>27</b>
End of year bonus .....	27
Bad weather premium .....	28
<b>6. VEGETABLE CULTIVATION .....</b>	<b>29</b>
End of year bonus .....	29
<b>7. MUSHROOM CULTIVATION.....</b>	<b>30</b>
End of year bonus .....	30
Bad weather premium .....	31

## 1. Scope

This file applies to enterprises governed by the Joint Bargaining Committee for the horticultural enterprises for work performed in Belgium.

### **Institution and amendments**

(0)	R. D. 17.03.1972	Belgian Official Gazette 05.05.1972
(1)	R. D. 29.01.1991	Belgian Official Gazette 12.02.1991
(2)	R. D. 12.08.1991	Belgian Official Gazette 29.08.1991
(3)	R. D. 13.11.1996	Belgian Official Gazette 29.11.1996
(4)	R. D. 07.04.2005	Belgian Official Gazette 26.04.2005
(5)	R. D. 20.09.2009	Belgian Official Gazette 30.09.2009
(6)	R. D. 13.03.2011	Belgian Official Gazette 01.04.2011
(7)	R. D. 09.01.2014	Belgian Official Gazette 30.01.2014

### **Article 1, §1, paragraph 6**

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

- Market gardening, including special cultivation types such as chicory and mushrooms;
- Fruit farming, including special cultivation types such as wine, peaches and strawberries;
- Floriculture and cultivation of ornamental plants, including all specialities;
- Tree nurseries, including roses and ornamental shrubs;
- Cultivation of horticultural seeds ;
- Installation and/or upkeep of parks, gardens, sport and recreation grounds or green zones, cemeteries, including foreign soldiers cemeteries located in Belgium;
- Installation and/or upkeep of parks, gardens, sport and recreation grounds or green zones by direct labour, when these activities constitute the main occupation of the company workers;
- Research related to horticultural production and organisation of information in the horticultural sector;
- Companies which principal activity is to sort horticultural products and which do not fall within the competence of another joint committee that would specifically be competent for this activity;
- Production of compost, peat, bark and soil improvers, as long as it does not fall within the remit of another joint committee;
- Manual harvesting of horticultural products;
- Cultivation of turf slabs, as long as it does not fall within the remit of the Joint committee for the textile and hosiery industry or of the Joint committee for the chemical industry;
- Plants and flowers renting and upkeep on behalf of third parties;
- Fruit trees pruning on behalf of third parties.

Concerning tree nurseries, floriculture and cultivation of ornamental plants, "cultivation" shall notably refer to sowing, planting, transplanting, potting, repotting, propagating, in vitro multiplying or by any other means, fertilizing, forcing, making flowers bloom, polling as well as the execution of any other similar work or action possible on bulbs, cuttings, young plants and plants that are entirely or mainly cultivated by oneself (in other words, plants that already have evolved to some extent at the time of the purchase).

### **CLA of 20 October 2017 (143 008)**

(Royal Decree - Belgian Official Gazette )

### **Designation of the applicable wage scales**

Art. 4. For the activities included in the Royal Decrees mentioned above which fall within the scope of the

JC 145 for the horticultural enterprises, the following wage scales should respectively be applied.:...

5./8./9./11.

The cultivation of horticultural seeds, conducting research related to horticultural crops and organizing information in the horticultural sector, the companies whose principal activity consists in the sorting of horticultural products (which are not covered by any other JBC specifically competent therefore), manual harvesting of horticultural products: one of the scales listed in terms of the species of horticultural seeds / crops / products precisely concerned.

10. The production of compost, peat, bark and soil improvement products: subsector Floriculture (if no other JBC is competent).

12. Production of sod: subsector Cultivation of trees (provided JBC 120 for the textile industry and knitwear or JBC 116 for the chemical industry is not competent).

13. The rental and maintenance of plants and / or flowers from third parties:  
subsector Layout and upkeep of parks and gardens (where the main activity of the company consists in the conditioning and the rental of plants)  
subsector Floriculture or sub-sector Cultivation of trees (provided the rental and maintenance of plants is a secondary activity in the cultivation of plants or flowers, which remains the essential activity).

## 2. Minimum wages (gross / hour)

### 1<sup>st</sup> of January 2018 (Indexation percentage 1.79 + wage increase 0.9% for fruit cultivation)

The wage increase will be applied before the indexation

#### 1. FLORICULTURE (workers aged 18 and over)

*38 hours/week*

Category 1	10.65
Category 2	10.91
Category 3	11.06
Category 4	11.61
Category 5 (applies for enterprises employing more than 50 people where this additional category was added at company level)	12.14
Seasonal and occasional staff	9.72

#### 2. VITICULTURE

For data on the wages see Fruit cultivation

#### 3. CULTIVATION OF TREES (workers aged 18 and over)

*38 hours/week*

##### TREE NURSERIES

Category 1	12.01
Category 2	12.55
Category 3	12.85
Category 4	13.37
Seasonal and occasional staff	10.88

##### FOREST TREE NURSERIES

Category 1	11.91
Category 2	12.44
Category 3	12.78
Category 4	13.06
Seasonal and occasional staff	10.80

#### 4. LAYOUT AND UPKEEP OF PARKS AND GARDENS

(workers aged 18 and over)

*Wages expressed in a working time of 39 hours/week: 39*

*hours/week + 6 paid compensation days*

Category 1	12.27
Category 2	12.64
Category 3	13.43
Category 4	13.76
Category 5	14.49

*Wages expressed in a working time of 38 hours/week:*

*either effective working hours of 38 hours/week.*

*or 39 hours/week + 6 unpaid compensation days.*

*or 40 hours/week + 12 unpaid compensation days*

Category 1	12.56
Category 2	12.95
Category 3	13.76
Category 4	14.08

Category 5 14.84

**5. FRUIT CULTIVATION (workers aged 18 and over)**

*38 hours/week*

**FRUIT FARMING**

Category 1 10.25  
Category 2 11.01  
Category 3 11.88  
Category 4 12.40  
Seasonal and occasional staff 8.88

**FRUIT SORTING ENTERPRISES**

Category 1 10.19  
Category 2 10.93  
Category 3 11.80  
Category 4 12.50  
Seasonal and occasional staff 8.88

**6. VEGETABLE CULTIVATION (workers aged 18 and over)**

*38 hours/week*

Category 1 8.43  
Category 2 8.86  
Category 3 9.29  
Category 4 9.72  
Seasonal and occasional staff 8.89

**7. MUSHROOM CULTIVATION (workers aged 18 and over )**

*38 hours/week*

Category 1 9.59  
Category 2 9.73  
Category 3 10.27  
Category 4 10.92  
Category 5 (applies to enterprises employing more than 50 people  
where this additional category was added at company  
level) 14.04  
Seasonal and occasional staff 9.59

**SENIORITY ALLOWANCE (except for the seasonal and occasional workers)**

From a seniority of 5 years	+ 0.5 %	
From a seniority of 10 years	+1 %	
From a seniority of 15 years	+1.5 %	
From a seniority of 20 years	+ 2 %	
From a seniority of 25 years	+2.5 %	except for subsector layout and upkeep of parks and gardens
From a seniority of 30 years	+ 3 %	except for subsector layout and upkeep of parks and gardens

**MINORS**

They receive a percentage of the mentioned minimum wages of workers aged 18 and over in the same category.

Age	percentage
17	85%

16	70%
15	70%

The hourly wage of the minor seasonal or occasional worker may not be lower than the hourly wage of a regular worker. and not higher than that of an adult seasonal or occasional workers (not valid in subsector Layout and upkeep of parks and gardens).

## **JOB CLASSIFICATION**

### **1. FLORICULTURE**

#### **CLA of 1 December 2011 (107 590)**

(Royal Decree 24/06/2013 - Belgian Official Gazette 25/09/2013)

#### **Determining the pay and working conditions for the male and female blue collar workers employed the floriculture enterprises**

##### CHAPTER I. Scope

###### Article 1.

§ 1. This CLA applies. with the exception of the seasonal and occasional staff referred to in Article 8a of the Royal Decree of 28 November 1969.

##### CHAPTER II. Job classification

###### Art. 2.

###### Category 1

This is the starting category for unexperienced workers

It is therefore. by definition. a temporary category. Staff having exercised this function for maximum 18 months and having thus acquired the necessary knowledge / experience automatically progresses to the superior category.

Via a substantive weighting assessing the effectiveness of the performances. workers may access sooner to the category 2.

###### Category 2

This category includes the basic experienced workers. They practice their job under the responsibility of another person who has the ultimate responsibility. Nevertheless. they are expected to demonstrate some independence in the execution of their work. They are not considered to be multifunctional.

###### Category 3

This category includes the workers who exercise autonomously technical functions and should thus have a certain versatility in the field of groups of plants and tasks. They are responsible for the quality of their own work.

###### Category 4.

This category includes workers who lead a group of people of the lower categories.

Also belong to this category: the workers. who by the nature of the products they work with (for example. plant protection products). have a major responsibility for the plants on the one hand and their colleagues on the other.

###### Category 5

For enterprises occupying more than 50 workers an additional category may be added through negotiations at company level on top of the sectorial agreements. These are workers with the highest responsibilities. These workers receive their orders directly from the direction of the enterprise. They have

also the final responsibility for the tasks and products. This also means that they must lead other workers of the categories 3 and 4 (who themselves must conduct a group of workers from the lower categories). and bear the responsibility for them.

## 2. VITICULTURE

See subsector Fruit cultivation.

## 3. CULTIVATION OF TREES

### **CLA of 29 June 2017 (141 382)**

(Royal Decree - Belgian Official Gazette )

### **Determining the pay and working conditions for the male and female blue collar workers employed in the tree nurseries and in the forest tree nurseries**

#### CHAPTER I. Scope

##### Article 1.

This CLA applies, with the exception of the seasonal and occasional staff referred to in Article 8bis of the Royal Decree of 28 November 1969.

#### CHAPTER II. Job Classification

##### Art. 2.

The jobs of the workers referred to in the 1st article are categorized as follows:

##### 1. Category 1: belong to category 1:

The workers with the required experience. The job is performed under the responsibility of another person who bears the ultimate responsibility.

These workers are asked to have some autonomy in the execution of the work. They are supposed to have some versatility.

##### 2. Category 2: belong to category 2:

The workers who perform technical jobs autonomously and who, for this purpose, have a certain versatility in terms of plant types and tasks.

They are responsible for the quality of the results of their own work. To do this, the worker must have a wide range of knowledge.

##### 3. Category 3: belong to category 3:

Workers who have a high degree of versatility and who lead a group of lower-class workers.

This category also applies to the workers who, by the nature of the task, bear, as well as for their colleagues, the ultimate responsibility in the completion of an assigned mission.

##### 4. Category 4: belong to category 4:

Workers with the highest responsibility. These workers carry the final responsibility for a large proportion of the company management regarding production and/or logistics. This involves taking responsibility for the management of other lower-class workers.

## 4. LAYOUT AND UPKEEP OF PARKS AND GARDENS

### **CLA of 30 January 2014 (120 381)**



(Royal Decree 13/05/2015 – Belgian Official Gazette 14/07/2015)

**Determining the pay and working conditions for the male and female blue collar workers employed in enterprises for the layout and upkeep of parks and gardens**

CHAPTER I. Scope

Article 1

This CLA applies to employers and workers of companies. the main activity of which consists in the layout and upkeep of parks and gardens.

CHAPTER II. Job classification

Art. 2.

1. Category 1

The category 1 includes workers with no experience and no education in the green sector. and who cannot work autonomously. to start.

Workers who have exercised this function for a maximum period of 18 months are transferred to the category two.

2. Category 2

This category includes basic workers with experience. They practice their job under the responsibility of another person who has the ultimate responsibility. Nevertheless. they are expected to show some independence in the execution of the work. They are not considered to be multifunctional.

3. Category 3

This category includes the workers who perform autonomously technical functions and therefor should have a certain versatility on tasks.

They bear the responsibility for the quality of the results of their own work.

4. Category 4

This category includes workers who perform all technical functions autonomously and for that purpose are required to possess a certain versatility in tasks.

They also lead themselves one or more workers from the lower categories. and are responsible for the quality of their own work and that of the workers they supervise.

Also belong to this category:

- a) workers from the category 3 who mainly perform maintenance on roads with road signs F5 and F9 and along roads with two or more sections separated by a central planted or sown reservation;
- b) workers from the category 3 who perform regularly or mainly tree care work;
- c) workers who regularly or essentially operate or drive dangerous machinery.

5. Category 5

This category includes workers who must lead workers of the category 4.

They are responsible for the quality of their own work and that of the workers they supervise.

**5. FRUIT CULTIVATION**

**CLA of 29 June 2017 (140 932)**

(Royal Decree - Belgian Official Gazette )

**Determining the pay and working conditions for the male and female blue collar workers employed in the fruit cultivating enterprises**

CHAPTER I. Scope

Article 1.

This CLA applies, with the exception of the seasonal and occasional staff referred to in Article 8a of the Royal Decree of 28 November 1969.

## CHAPTER II. Job classification

### Art. 2.

The jobs of the workers referred to in article 1 are categorized as follows:

#### 1. Category 1: belong to category 1:

The workers with the required experience. The job is performed under the responsibility of another person.

The following characteristics are important:

- Autonomy
- Quality orientation
- skillfulness
- Multi-tasking capabilities

#### 2. Category 2: belong to category 2:

The workers who:

- perform technical jobs autonomously and / or
- lead a (small) group of workers in category 1

The following characteristics are important:

Basic knowledge of cultivation techniques

A good example of this is the identification of diseases and pests and/or the knowledge about the use of phytopharmaceuticals.

#### 3. Category 3: belong to category 3:

The workers who:

lead a group of workers in category 1 and category 2

This category also applies to the workers who hold the ultimate responsibility.

These workers can deputize for the employer during a short period of time and make limited decisions about culture, work and workers.

#### 4. Category 4: belong to category 4:

This category applies to the workers who exercise the highest degree responsibility.

These workers carry the final responsibility for a large proportion of the company management regarding production and logistics.

The following characteristics are important:

- Lead the other workers;
- Comprehensive knowledge of cultivation, diseases and pests
- Knowledge of quality requirements
- Deputizing for the employer during a long period

## **6. VEGETABLE CULTIVATION**

### **CLA of 29 June 2017 (140 933)**

(Royal Decree - Belgian Official Gazette )

### **Determining the pay and working conditions for the male and female blue collar workers employed in the in greenhouses, open air fruit and chicory cultivation**

## CHAPTER I. Scope

Article 1.

This CLA applies to workers and employers in greenhouses. open air fruit and chicory cultivation. with the exception of the seasonal and occasional staff referred to in Article 8bis of the Royal Decree of 28 November 1969.

CHAPTER II. Job classification

Art. 2. The jobs of the workers referred to in article 1 are categorized as follows:

1. Category 1: belong to category 1:

The workers with the required experience. The job is performed under the responsibility of another person.

The following characteristics are important:

- Autonomy
- Quality orientation
- skillfulness
- Multi-tasking capabilities

2. Category 2: belong to category 2:

The workers who:

- perform technical jobs autonomously and / or
- lead a (small) group of workers in category 1

The following characteristics are important:

Basic knowledge of cultivation techniques

A good example of this is the identification of diseases and pests and/or the knowledge about the use of phytopharmaceuticals.

3. Category 3: belong to category 3:

The workers who:

lead a group of workers in category 1 and category 2

This category also applies to the workers who hold the ultimate responsibility.

These workers can deputize for the employer during a short period of time and make limited decisions about culture. work and workers.

4. Category 4: belong to category 4:

Through negotiations at company level. companies employing more than fifty workers can add an additional category to sectoral agreements.

This category applies to the workers who exercise the highest degree responsibility.

These workers carry the final responsibility for a large proportion of the company management regarding production and logistics.

The following characteristics are important:

- Lead the other workers;
- Comprehensive knowledge of cultivation. diseases and pests
- Knowledge of quality requirements
- Deputizing for the employer during a long period

<b>7. MUSHROOM CULTIVATION</b>
--------------------------------

**CLA of 1 December 2011 (107 586)**

(Royal Decree 24/06/2013 - Belgian Official Gazette 25/09/2013)

**Determining the pay and working conditions for the workers employed in the mushroom cultivation enterprises**

CHAPTER I. Scope

Article 1.

This Collective Labour Agreement applies, with the exception of the seasonal and occasional staff referred to in Article 8a of the Royal Decree of 28 November 1969 and their employers.

CHAPTER II. Job classification

Art. 2.

Category 1: This category includes workers who can perform basic work and who have no experience in the mushroom sector. At the end of this training period of six months these workers proceed to the Category 2.

Category 2: This category includes workers who are responsible for the following activities or have the following qualities: picking, planning, packaging, canteen work, container work, weighing, cleaning staff during cultivation. ...

Category 3: This category includes workers of whom to the essence of their job responsibilities consists in leading a group of assistant-workers belonging to the category 1 or 2. These workers may also be responsible for quality control of the picked product, for weighing and for the practical organization of work.

In this function, they can issue instructions to workers of the categories 1 and 2 on picking methods, quality, work planning and organization.

Comment: In companies occupying 50 and more workers the workers responsible for weighing and quality control of the products belong to category 3, according to the modalities that were agreed upon in the enterprise in this regard.

Category 4: This category includes workers who have a technical knowledge (electricity, air-conditioning, mechanics, CLA) and are employed to perform the following activities: major cleaning between crops, enhancing the execution of the cultivation process, operating vehicles (or trucks), operating machinery required for cultivation processes, maintenance of machinery and equipment, performing repairs.

Category 5: In companies occupying 50 and more workers a fifth category of workers may be introduced through negotiations at company level.

The threshold of 50 workers is used here in the same manner as it would be for the organization of social elections.

This category includes workers with primary responsibilities under the production responsible and who receive their orders directly from him.

They lead a group of other workers and bear the responsibilities thereof.

### 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.

#### **Common provisions for all subsectors, except Subsector Layout and upkeep of parks and gardens**

On average on an annual basis (not applicable to seasonal and occasional staff) : 38 h/week.

Seasonal and occasional staff : 38 /week.

#### **Subsector Layout and upkeep of parks and gardens**

On average on an annual basis : 38 h/week.

## 4. Bonuses/Allocations

### **Common bonuses for all subsectors in JC 145 HORTICULTURAL ENTERPRISES**

#### **Lump-sum premiums for regular workers**

##### **CLA of 5 July 2017 (141 381)**

(Royal Decree - Belgian Official Gazette )

##### **Indication of current salary scales**

Art. 5§1. This article does not apply to workers covered by Article 8bis of the Royal Decree of 28 November 1969. Belgian Official Gazette of 5 December 1969. concerning social security.

§ 2. From calendar year 2016 on. the employer pays each year. on 1<sup>st</sup> July. a lump-sum premium to the workers. This lump-sum premium is only granted to the workers who worked during the reference period. i.e. from July 1<sup>st</sup> of the previous calendar year to 30<sup>th</sup> June of the current calendar year in companies belonging to the Joint Committee for horticultural businesses.

" Employment" comprises the worked and assimilated days as defined in the Article 16 of the Royal Decree of March 30th. 1967 laying down the general implementing modalities of the acts on the workers' annual leave (Belgian Official Gazette of. April 6th. 1967)

(See link: [KB van 30 maart 1967](#) (in Dutch) or [AR du 30 mars 1967](#) (in French) )

§3. For the workers employed full-time with a complete reference period. the amount of this gross premium is 55.00 EUR. For part-time workers. the gross premium will be calculated on the basis of the premium of full-time workers and this. depending on the duration of the part-time work.

For the workers who cannot provide evidence that they have worked during a whole reference period. the gross premium will be calculated in proportion of their working time. Every started month accounts for 1/12<sup>th</sup>. When the occupation comes to an end. the premium is paid off with the last wage settlement.

§4. The amount of the premium is linked to the Consumer Price Index. in accordance with the provisions of the collective labour agreement of 4 February 2016. concluded within the Joint Committee on Horticulture. on the linkage of wages to the Consumer Price Index and registered under No.

132768/C0/145. After a 0.9% increase. the amount of the premium is fixed at EUR 56.12 on 1<sup>st</sup> of September 2017.

§ 5. At company level. this lump-sum premium may be transposed into an equivalent benefit (in case of transposition into meal vouchers. the employer's share increases by 0.5 EUR per day) through the conclusion of a collective labour agreement. filed at the latest on May 1st of the current year. and provided that a copy of that company CLA is forwarded to the Chairman of the Joint commission for horticultural businesses. As long as the basic agreement is renewed at the level of the Joint Committee. the conversion will be automatically extended

## **Common bonuses for JC 145 HORTICULTURAL ENTERPRISES. except for subsector LAYOUT AND UPKEEP OF PARKS AND GARDENS**

### **End of year bonus**

#### **CLA of 9 December 2013 (119 534)**

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

#### **Determining the amount, the allocation conditions and the payment terms for additional social benefits at the expenses of the "Guarantee and Social Fund for the horticultural enterprises"**

Article 1.

This CLA is not applicable to the seasonal and occasional personnel referred to in Article 8a of the Royal Decree of 28 November 1969 implementing the Act of 27 June 1969 amending the Decree of 28 December 1944 on social security for workers.

#### **I. End of year bonus**

Art. 3.

An end of year bonus is awarded to the blue collar workers during the reference period from 1 July to 30 June employed in companies governed by the Joint Bargaining Committee for the horticultural enterprises.

Art. 4.

The amount and terms of implementation of the end of year bonus referred to in Article 3 shall be determined in an additional CLA.

#### **CLA of 6 December 2012 (114 970)**

(Royal Decree 14/02/2014 - Belgian Official Gazette 13/08/2014)

#### **Determining pay and working conditions for seasonal and occasional work**

#### **CHAPTER I. Scope**

Article 1.

This CLA applies (*only*) to workers employed as occasional staff as defined in Article 8a of the Royal Decree of 28 November 1969 implementing the Act of 27 June 1969 revising the Decree of 28 December 1944 on the social security for workers.

#### **CHAPTER III. End of year bonus**

Art. 5.

The occasional staff referred to in Article 1 having declared on their picking card at least 50 working days in the course of the calendar year at one or more companies referred to in Article 1 is entitled to an end of year bonus of EUROS 190.00.

This yearly bonus shall be at the expenses of the " Guarantee and social funds for the horticultural enterprises.

### **Fidelity premium**

**CLA of 6 December 2012 (114 970)**

(Royal Decree 14/02/2014 - Belgian Official Gazette 13/08/2014)

**Determining pay and working conditions for seasonal and occasional work**

CHAPTER I. Scope

Article 1.

This CLA applies to employers governed by the Joint Committee for horticultural enterprises, and their workers employed as occasional staff as defined in Article 8a of the Royal Decree of 28 November 1969 implementing the Act of 27 June 1969 revising the Decree of 28 December 1944 on the social security for workers.

CHAPTER IV. Fidelity premium

Art. 6.

The occasional staff referred to in Article 1 having declared on their picking card at least 30 working days in the course of the calendar year at one or more companies referred to in Article 1 is entitled to a taxable fidelity premium of 0.5 EUROS per day worked.

This yearly bonus shall be at the expenses of the "Guarantee and social funds for the horticultural enterprises".

## **Lump-sum premium**

**CLA of 5<sup>th</sup> July 2017(140 930)**

(Royal Decree - Belgian Official Gazette )

**introducing a lump sum premium**

Art. 1.

This collective labour agreement does not apply to workers referred to in Art. 8bis of the Royal Decree of 28 November 1969 (Belgian Official Gazette of 5 December 1969) concerning social security.

Art. 2.

Workers who, during the reference period from 1<sup>st</sup> of July of the previous calendar year to 30 June of the current calendar year, work less than 30 days, are entitled to a premium paid by their employer. The premium is paid at the same time as the salary for the month of December following the end of the reference period.

When calculating the premium, all the days for which the workers concerned receive a salary or holiday pay are taken into account. In case of suspension of the employment contract, the calculation of the premium shall at least take into account the number of days for which the workers concerned have received a salary or the number of days during which the execution of the employment contract has been suspended in accordance with Article 28, 10 of the Act of 3 July 1978 on employment contracts (youth holidays - senior holidays).

Are regarded as days for which the workers have received a salary:

- 1° the days of maternity leave as referred to in Article 39 of the Labour Law of 16 March 1971;
- 2° the days of incapacity for work covered by an allowance granted in accordance with the collective labour agreement no. 12 bis of 26 February 1979, adapting the law of 3 July 1978 on employment contracts, the collective labour agreement no. 12 of 28 June 1973 concerning the granting of a guaranteed monthly salary to blue-collar workers in the event of incapacity for work resulting from an illness, an accident of common law, an occupational accident or an occupational disease;

Art. 3..



For full-time workers. the premium is calculated on the basis of the number of days worked or assimilated: a worker who reaches a total of 29 days worked (and/or assimilated) is entitled to the full amount of the premium.

For workers who can prove less than 29 days worked or assimilated. the premium is granted on a pro rata basis.

For part-time workers. the calculation is made pro rata of the number of hours worked or assimilated in accordance with the system of working hours.

Art. 4.

Full-time workers who reach a total of 29 days worked or assimilated during the reference period are entitled to a gross premium of EUR 35. including employer's contributions.

## **Lump-sum premium for seasonal work**

### **CLA of 5 July 2017 (141381)**

(Royal Decree - Belgian Official Gazette )

### **Indication of current salary scales**

Art. 6.

§ 1. This article applies only to workers covered by Article 8bis of the Royal Decree of 28 November 1969. Belgian Official Gazette of 5 December 1969. concerning social security.

§ 2. From calendar year 2016 on. the employer pays an annual lump-sum premium of 10.00 EUR gross to the casual staff mentioned in § 1 who. during the reference period from 1<sup>st</sup> January to 31<sup>st</sup> December of the same calendar year. has indicated at least 50 days of occupation on the seasonal work card in companies belonging to the Joint committee for horticultural businesses.

The payment is made at the latest with the wage settlement of the month in which the 50 days referred to above are reached.

§3. The amount of the premium is linked to the Consumer Price Index. in accordance with the provisions of the collective labour agreement of 4 February 2016. concluded within the Joint Committee on Horticulture. on the linkage of wages to the Consumer Price Index and registered under No. 132768/C0/145. After a 0.9% increase. the amount of the premium is fixed at EUR10.20 on 1<sup>st</sup> of September 2017.

## **1. FLORICULTURE**

### **Additional holiday allowance**

#### **CLA of 4 April 1991 (27 992), as amended by the CLA of 9 October 2000 (55 846)**

(Royal Decree 15/04/1992 - Belgian Official Gazette 19/06/1992)

(Royal Decree 24/10/2001 - Belgian Official Gazette 28/11/2001)

#### **Floriculture: additional holiday allowance. technical arrangements**

##### Art. 2

As of the year 2000, the additional holiday allowance is allocated by the Guarantee and Social Fund for the horticultural enterprises to the male and female blue collar workers having performed work in the reference year in the Floristry sector.

##### Art.3

The additional holiday allowance is calculated on the gross salary that the male or female blue collar worker concerned has earned in the reference year. The additional holiday allowance amounts to 6.25% of the gross allowance.

Under "reference year" is to be understood the period running from 1 July of the previous year to 30 June of the year in which the additional holiday allowance is paid.

##### Art. 5.

The additional holiday allowance is paid to the beneficiaries in the month of December following the reference year to which the additional holiday allowance is calculated.

##### Art.6.

The following persons shall also be entitled to an additional holiday allowance paid according to the terms referred to in Article 3:

- The male and female blue collar workers who have in the course of the reference year retired or who were pre-pensioned in the reference year;
- The relatives of male and female blue collar workers who are deceased in the course of the reference year;
- The male and female blue collar workers whose employment ended during the reference year with a notice term or a termination of the employment contract by the employer and the payment of a termination severance or whose employment contract was terminated by mutual agreement;
- The male and female blue collar workers tied by an employment contract for a fixed period or for specific work that will end in the course of the reference period.

##### Art. 7.

Are not entitled to an additional holiday allowance, the male and female blue collar workers:

- who resign during the reference period itself;
- who are made redundant because of a compelling reason during the reference period.

### **End of year bonus**

#### **CLA of 30 April 1999 (53 729)**

(Royal Decree 21/09/2001 - Belgian Official Gazette 11/12/2001)

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

Article 1. This CLA applies, with the exception of workers referred to in Article 8a of the Royal Decree of 28 November 1969 implementing the Law of 27 June 1969 amending the Decree of 28 December 1944 on social security for workers.

Art. 2.

To the blue collar workers referred to in Article 1 shall be allocated at the expenses of the Guarantee and social funds for the horticultural enterprises. an end of year bonus to the extent of the performances they have made in the sector during the reference year.

Art.3

The end of year bonus is calculated on the gross wage that the male or female blue collar worker concerned has earned in the reference year.

The end of year bonus amounts to 6.25% of the gross wage in the in the Floristry sector.

Art 4.

Under "reference year" is to be understood the period running from 1 July of the previous year to 30 June of the year in which the bonus is paid.

Art. 5.

The end of year bonus is paid to the beneficiaries in the month of December following the reference year to which the bonus is calculated.

Art.6.

The following persons shall also be entitled to an end of year bonus paid according to the terms referred to in Article 3:

- The male and female blue collar workers who retired or who were pre-pensioned in the course of the reference year;
- The relatives of male and female blue collar workers who are deceased in the course of the reference year;
- The male and female blue collar workers whose employment agreement ended during the reference year with a notice term or a termination of the employment contract by the employer and the payment of a termination severance or whose employment contract was terminated by mutual agreement;
- The male and female blue collar workers linked by an employment contract for a fixed period or for specific work that will end in the course of the reference period.

Art. 7.

Are not entitled to an end of year bonus. the male and female blue collar workers:

- who resign during the reference period itself;
- who are made redundant because of a compelling reason during the reference period.

## **2. VITICULTURE**

See subsector Fruit cultivation.

### **3. CULTIVATION OF TREES**

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

##### **CLA of 9 October 2000 (55 844)**

(Royal Decree 29/01/2002 - Belgian Official Gazette 03/10/2002)

##### **End of year bonus (excluding floriculture and parks and gardens)**

Article 1.

This CLA applies, with the exception of workers referred to in Article 8a of the Royal Decree of 28 November 1969 implementing the Law of 27 June 1969 amending the Decree of 28 December 1944 on social security for workers.

Art. 2.

To the blue collar workers referred to in Article 1 shall be allocated at the expenses of the Guarantee and social funds for the horticultural enterprises, an end of year bonus to the extent of the performances they have made in the sector during the reference year.

Art.3

The end of year bonus is calculated on the gross wage that the male or female blue collar worker concerned has earned in the reference year.

The end of year bonus amounts to 8.33% of the gross wage in the tree nurseries.

Art 4.

Under "reference year" is to be understood the period running from 1 July of the previous year to 30 June of the year in which the bonus is paid.

Art. 5.

The end of year bonus is paid to the beneficiaries in the month of December following the reference year to which the bonus is calculated.

Art.6.

The following persons shall also be entitled to an end of year bonus paid according to the terms referred to in Article 3:

- The male and female blue collar workers who retired or who were pre-pensioned in the course of the reference year;
- The relatives of male and female blue collar workers who are deceased in the course of the reference year;
- The male and female blue collar workers whose employment agreement ended during the reference year with a notice term or a termination of the employment contract by the employer and the payment of a termination severance or whose employment contract was terminated by mutual agreement;
- The male and female blue collar workers linked by an employment contract for a fixed period or for specific work that will end in the course of the reference period.

Art. 7.

Are not entitled to an end of year bonus, the male and female blue collar workers:

- who resign during the reference period itself;
- who are made redundant because of a compelling reason during the reference period.

As far as the end of year bonus is concerned paid in December 2000, the workers who have resigned are also exceptionally entitled to an end of year bonus.

## **Bad weather premium**

### **CLA of 8 May 2001 (58 610)**

(Royal Decree 10/12/2002 - Belgian Official Gazette 02/04/2003)

### **Creating solidarity in the wage costs due to the interruption of the working day by adverse weather**

#### Article 1.

This CLA applies to the regular workers with the exception of the seasonal and occasional personnel referred to in Article 8a of the Royal Decree of 28 November 1969 implementing the Law of 27 June 1969 amending the Decree of 28 December 1944 on social security for workers.

#### Art. 3.

A worker who, because of weather conditions making work impossible, could not continue work which he had started or could not begin the work to be carried out though he had gone to the place where the work had to be executed, is entitled at the expenses of his employer to the wages of the entire working day and this according to the applicable schedule.

The signatory parties highlight that this is the normal application of the Article 27 of the Act on employment contracts.

#### Art. 4.

The signatory parties agree that of the wage costs resulting from the application of the aforementioned Article 27 half can be recovered respectively from the Guarantee and Social Fund for horticultural enterprises and the Social Fund for the layout and upkeep of parks and gardens as a function of the main activity of the employer.

#### Art. 6.

The board of managers of the relevant Welfare Fund shall set the conditions under which a partial recovery of the wage costs shall be possible. Thus, the Board of managers may provide the recovery for a capped number of days per company or per worker. The Board may also provide a link with the application of temporary unemployment due bad weather.

Precise instructions shall be communicated in a circular to the employers, prepared by the board of managers of the respective welfare funds.

## 4. LAYOUT AND UPKEEP OF GARDENS AND PARKS

### Fidelity premium

#### CLA of 9 February 2012 (109 320)

(Royal Decree 15/07/2013 - Belgian Official Gazette 28/11/2013)

#### Amending and replacing the CAO of November 13, 2009 fixing the amount, eligibility criteria and payment terms of additional social benefits at the expenses of the "Social Fund for the layout and upkeep of parks and gardens"

##### Article 1.

This collective agreement applies to employers and workers and the blue collar workers of companies governed by the Joint Bargaining Committee on the horticultural enterprises and of which the main activity consists in the layout and the upkeep of parks and gardens. including the maintenance of the graves of foreign soldiers in Belgium.

#### CHAPTER I. Fidelity premium

##### Art. 3.

A fidelity premium is awarded to the blue collar workers employed during the reference year in the companies for the layout and the upkeep of parks and gardens that are governed by the Joint Bargaining Committee on the horticultural enterprises.

Only male and female blue collar workers with a seniority of at least 6 months in the company are eligible for the award of a fidelity premium.

Seniority condition is assessed annually at the end of the reference period i.e. on 1 July of each calendar year.

The male and female blue collar workers who after the reference period remain employed and who later than July 1st reach 6 months seniority into the enterprise. are yet eligible to acquire the fidelity premium. When a fidelity premium is not paid. the contributions paid by employers. however. remain acquired to the social fund.

##### Art. 4.

This premium is determined as follows:

- From 0 to 5 consecutive years of service in the sector: 6.00%;
- From 5 to 15 consecutive years of service in the sector: 7.00%;
- More than 15 consecutive years of service in the sector 8.50%. and this on the basis of the gross wages for the days worked in the sector during the reference year.

"Reference year" refers to the period from 1 July of the previous year to 30 June of the year in which the premium is paid.

The premium is calculated for the actual working days and the assimilated days. according to the provisions provided for in the legislation concerning annual holydays of the blue collar workers.

As of the reference period that commences on 1 July 2005. the days of economic unemployment. however. are not assimilated for the purposes of calculating the fidelity premium.

##### Art. 5.

The fidelity premium is paid to all beneficiaries between 10 and 15 December following the reference year to which it relates.

##### Art. 6.

The following persons shall also be entitled to an fidelity premium paid according to the terms referred to in Article 3:

- The male and female blue collar workers year who retired or who were pre-pensioned in the course of the reference year;

- The relatives of male and female blue collar workers who are deceased in the course of the reference year;
- The male and female blue collar workers whose employment agreement ended during the reference year with a notice term or a termination of the employment contract by the employer and the payment of a termination severance or whose employment contract was terminated by mutual agreement or force majeure;
- The male and female blue collar workers tied by an employment contract for a fixed period or for specific work that will end in the course of the reference year
- The workers who resign themselves in the course of the reference year but in the course of the same reference year are employed again by a company for the outlay and upkeep of parks and gardens.

Art. 7.

Are not entitled to an end of year bonus. the blue collar workers:

- who resign during the reference period itself;
- who are made redundant because of a compelling reason during the reference period.
- who do not reach 6 months of seniority on 1 July. taking into account the conditions laid down in Article 3.

## **Lump-sum premium**

### **(CLA of 5<sup>th</sup> July (140.931)**

(Royal Decree - Belgian Official Gazette )

### **Introducing a lump sum premium**

Art. 1.

This collective labour agreement does not apply to workers referred to in Art. 8bis of the Royal Decree of 28 November 1969 (Belgian Official Gazette of 5 December 1969) concerning social security.

Art. 2.

Workers who, during the reference period from 1<sup>st</sup> of July of the previous calendar year to 30 June of the current calendar year, work less than 30 days, are entitled to a premium paid by their employer. The premium is paid at the same time as the salary for the month of December following the end of the reference period.

When calculating the premium, all the days for which the workers concerned receive a salary or holiday pay are taken into account. In case of suspension of the employment contract, the calculation of the premium shall at least take into account the number of days for which the workers concerned have received a salary or the number of days during which the execution of the employment contract has been suspended in accordance with Article 28. 10 of the Act of 3 July 1978 on employment contracts (youth holidays - senior holidays).

Are regarded as days for which the workers have received a salary:

- 1° the days of maternity leave as referred to in Article 39 of the Labour Law of 16 March 1971;
- 2° the days of incapacity for work covered by an allowance granted in accordance with the collective labour agreement no. 12 bis of 26 February 1979, adapting the law of 3 July 1978 on employment contracts, the collective labour agreement no. 12 of 28 June 1973 concerning the granting of a guaranteed monthly salary to blue-collar workers in the event of incapacity for work resulting from an illness, an accident of common law, an occupational accident or an occupational disease;

Art. 3.

For full-time workers, the premium is calculated on the basis of the number of days worked or assimilated: a worker who reaches a total of 29 days worked (and/or assimilated) is entitled to the full amount of the premium.

For workers who can prove less than 29 days worked or assimilated. the premium is granted on a pro rata basis.

For part-time workers. the calculation is made pro rata of the number of hours worked or assimilated in accordance with the system of working hours.

Art. 4.

Full-time workers who reach a total of 29 days worked or assimilated during the reference period are entitled to a gross premium of EUR 35. including employer's contributions.

## **Night work**

### **CLA of 30 July 2003 (67 516)**

(Royal Decree 17/09/2005 - Belgian Official Gazette 06/10/2005)

### **Determining the conditions under which night work may be carried out in the sector "layout and upkeep of parks and gardens"**

Art. 2.

In application of Article 36 of the Labour Act of 16 March 1971 (Belgian Official Journal of 30 March 1971) and in application of Article 2. 2 ° of the Act of 17 March 1987 on the introduction of new working arrangements in companies (Belgian Official Gazette of 12 June 1987). night work may be applied insofar the work and / or services cannot be executed at any other time or are described as such by in the specifications by the contracting authority.

Art. 3.

Night work may be introduced at company level only where there is a CLA concluded at the company level in this regard.

This CLA shall be subject to the suspensive condition of approval by the Joint Bargaining Committee for the horticultural enterprises

This CLA should include that the workers voluntarily agree to the night work arrangement

Art. 4.

For all the hours worked and present between 8 p.m. and 6 a.m. a minimum supplement of 25% of the applicable hourly rate shall be applied.

This supplement does not affect possible pre-existing more favourable arrangements on company level

## **Bad weather premium**

### **CLA of 8 May 2001 (58 610)**

(Royal Decree 10/12/2002 - Belgian Official Gazette 02/04/2003)

### **Creating solidarity in the wage costs due to the interruption of the working day by adverse weather**

Article 1.

This CLA applies to regular workers with the exception of the seasonal and occasional personnel referred to in Article 8a of the Royal Decree of 28 November 1969 implementing the Act of 27 June 1969 amending the Decree of 28 December 1944 on social security for workers.

Art. 2.

The signatory parties note that. following the application of Article 27 of the Act of 3 July 1978 on



employment agreements (Belgian Official Gazette of 22 August 1978). the worker is entitled to the remuneration that he would have earned had he been able to accomplish his daily duty normally which. due to a cause beyond his will. he could not start. although he had normally gone to his place of work. or he could not continue the work he was performing.

The signatory parties note that the application of Article 27 of the Act of 3 July 1978 on employment agreements in the case of unworkable weather circumstances raises problems They intend to have part the of problems that have emerged in the implementation of Article 27 and the resulting wage costs taken into account certain marginal conditions specified further on in the current CLA.

Art. 3.

A worker who. because of weather conditions making work impossible. could not continue the work which he had started or could not begin the work though he had gone to the place where the work had to be executed. is entitled at the expenses of his employer to the wages of the entire working day and this according to the applicable schedule.

The signatory parties highlight that this is the normal application of the Article 27 of the Act on employment contracts.

Art. 4.

The signatory parties agree that of the wage costs resulting from the application of the aforementioned Article 27 maximum half can be recovered respectively from the Guarantee and Social Fund for horticultural enterprises and the Social Fund for the layout and upkeep of parks and gardens as a function of the main activity of the employer.

Art. 6.

The board of managers of the relevant Welfare Fund shall set the conditions under which a partial recovery of the wage costs shall be possible. Thus. the Board of managers may provide the recovery for a capped number of days per company or per worker. The Board may also provide a link with the application of temporary unemployment due to bad weather.

Precise instructions shall be communicated in a circular to the employers. prepared by the board of managers of the respective welfare funds.

## **Accommodation and separation allowance**

### **CLA of 30 January 2014 (120 381)**

(Royal Decree 13/05/2015 - Belgian Official Gazette 14/07/2015)

### **Determining of the pay and working conditions for the male and female blue collar workers employed in enterprises for the layout and upkeep of parks and gardens**

#### CHAPTER III. Wage Policy

##### G. Accommodation and separation allowance

Art. 14.

If the worker cannot return home every day because of the nature of the work or of the long travelling time. and thus is obliged to stay in the vicinity of the workplace. the employer shall guarantee decent accommodation. meals and free transportation to the workplace.

Art. 15.

The employer may discharge himself of this obligation by paying:

- The lump allowances:

accommodation: EUROS 21.25 per day;

meals: EUROS 10.81 per day.

These amounts are in force since 1 January 2014 and are linked to the consumer price index in the same way as the index adjustment of wages but are rounded up to the higher decimal.

- A minimum separation allowance of EUROS 6.20 per day because of the additional costs caused by accommodation.

**CLA of 5 July 2017 (141 381)**

(Royal Decree - Belgian Official Gazette )

**Designation of the applicable wage scales**

Annex valid on 1<sup>st</sup> of September

Allowance accommodation: EUROS 21.60

Allowance meals: EUROS 10.98

Separation allowance: EUROS 6.20

**Premium to compensate for the inability of the employer to provide warm meals**

**CLA of 30 January 2014 (120 381)**

(Royal Decree 13/05/2015 - Belgian Official Gazette 14/07/2015)

**Determining the pay and working conditions for the male and female blue collar workers employed in enterprises for the layout and upkeep of parks and gardens**

CHAPTER III. Wage Policy

F. Premium compensating the inability of the employer to provide warm meals

Art. 13.

All workers who are entitled to the mobility allowance also receive a daily lump premium of 2.50 EUROS to compensate for the inability of the employer to provide warm meals. This premium shall not affect the existing boarding compensations.

## 5. FRUIT CULTIVATION

### End of year bonus

#### CLA of 9 October 2000 (55 844)

(Royal Decree 29/01/2002 - Belgian Official Gazette 03/10/2002)

#### End of year bonus (excluding floriculture and parks and gardens)

##### Article 1.

This CLA applies, with the exception of workers referred to in Article 8a of the Royal Decree of 28 November 1969 implementing the Act of 27 June 1969 amending the Decree of 28 December 1944 on social security for workers.

##### Art. 2.

The blue collar workers referred to in Article 1 and workers shall, at the expenses of the Guarantee and social funds for the horticultural enterprises, be awarded an end of year bonus to the extent of the performances they have made in the sector during the reference year.

##### Art.3

The end of year bonus is calculated on the gross wage that the male or female blue collar worker concerned has earned in the reference year.

The end of year bonus amounts to 7.55 % of the gross wage in fruit cultivating sector.

##### Art 4.

Under "reference year" is to be understood the period running from 1 July of the previous year to 30 June of the year in which the bonus is paid.

##### Art. 5.

The end of year bonus is paid to the beneficiaries in the month of December following the reference year to which the bonus is calculated.

##### Art.6.

The following persons shall also be entitled to an end of year bonus paid according to the terms referred to in Article 3:

- The male and female blue collar workers year who retired or who were pre-pensioned in the course of the reference;
- The relatives of male and female blue collar workers who are deceased in the course of the reference year;
- The male and female blue collar workers whose employment agreement ended during the reference year with a notice term or a termination of the employment contract by the employer and the payment of a termination severance or whose employment contract was terminated by mutual agreement;
- The male and female blue collar workers linked by an employment contract for a fixed period or for specific work that will end in the course of the reference period

##### Art. 7.

Are not entitled to an end of year bonus, the male and female blue collar workers:

- who resign during the reference period itself;
- who are made redundant because of a compelling reason during the reference period.

## **Bad weather premium**

### **CLA of 8 May 2001 (58 610)**

(Royal Decree 10/12/2002 - Belgian Official Gazette 02/04/2003)

### **Creating solidarity in the wage costs due to the interruption of the working day by adverse weather**

#### Article 1.

This CLA applies to regular workers with the exception of the seasonal and occasional personnel referred to in Article 8a of the Royal Decree of 28 November 1969 implementing the Law of 27 June 1969 amending the Decree of 28 December 1944 on social security for workers.

#### Art. 2.

The signatory parties note that, following the application of Article 27 of the Law of 3 July 1978 on employment agreements (Belgian Official Gazette of 22 August 1978), the worker is entitled to the remuneration that he would have earned had he been able to accomplish his daily duty normally which, due to a cause beyond his will, he could not start, although he had normally gone to his place of work, or he could not continue the work he was performing.

The signatory parties note that the application of Article 27 of the Act of 3 July 1978 on employment agreements in the case of unworkable weather circumstances raises problems. They intend to have part of the problems that have emerged in the implementation of Article 27 and the resulting wage costs taken into account certain marginal conditions specified further on in the current CLA.

#### Art. 3.

A worker who, because of weather conditions making work impossible, could not continue the work which he had started or could not begin the work though he had gone to the place where the work had to be executed, is entitled at the expenses of his employer to the wages of the entire working day and this according to the applicable schedule.

The signatory parties highlight that this is the normal application of the Article 27 of the Act on employment contracts.

#### Art. 4.

The signatory parties agree that of the wage costs resulting from the application of the aforementioned Article 27 half can be recovered respectively from the Guarantee and Social Fund for horticultural enterprises and the Social Fund for the layout and upkeep of parks and gardens as a function of the main activity of the employer.

#### Art. 6.

The board of managers of the relevant Welfare Fund shall set the conditions under which a partial recovery of the wage costs shall be possible. Thus, the Board of managers may provide the recovery for a capped number of days per company or per worker. The Board may also provide a link with the application of temporary unemployment due bad weather.

Precise instructions shall be communicated in a circular to the employers, prepared by the board of managers of the respective welfare funds.

## **6. VEGETABLE CULTIVATION**

### **End of year bonus**

#### **CLA of 9 October 2000 (55 844)**

(Royal Decree 29/01/2002 - Belgian Official Gazette 03/10/2002)

#### **End of year bonus (excluding floriculture and parks and gardens)**

##### Article 1.

This CLA applies, with the exception of workers referred to in Article 8a of the Royal Decree of 28 November 1969 implementing the Law of 27 June 1969 amending the Decree of 28 December 1944 on social security for workers.

##### Art. 2.

To the blue collar workers referred to in Article 1 and workers shall be allocated at the expenses of the Guarantee and social funds for the horticultural enterprises, an end of year bonus to the extent of the performances they have made in the sector during the reference year

##### Art.3

The end of year bonus is calculated on the gross salary that the male or female blue collar worker concerned has earned in the reference year. The end of year bonus amounts to 7.55 % of the gross wage in vegetable cultivating sector.

##### Art 4.

Under "reference year" is to be understood the period running from 1 July of the previous year to 30 June of the year in which the bonus is paid.

##### Art. 5.

The end of year bonus is paid to the beneficiaries in the month of December following the reference year to which the bonus is calculated.

##### Art.6.

The following persons shall also be entitled to an end of year bonus paid according to the terms referred to in Article 3:

- The male and female blue collar workers year who retired or who were pre-pensioned in the course of the reference;
- The relatives of male and female blue collar workers who are deceased in the course of the reference year;
- The male and female blue collar workers whose employment agreement ended during the reference year with a notice term or a termination of the employment contract by the employer and the payment of a termination severance or whose employment contract was terminated by mutual agreement;
- The male and female blue collar workers linked by an employment contract for a fixed period or for specific work that will end in the course of the reference period

##### Art. 7.

Are not entitled to an end of year bonus, the male and female blue collar workers:

- who resign during the reference period itself;
- who are made redundant because of a compelling reason during the reference period.

As far as the end of year bonus is concerned paid in December 2000, the workers who have resigned are also exceptionally entitled to an end of year bonus.

## **7. MUSHROOM CULTIVATION**

### **End of year bonus**

#### **CLA of 9 October 2000 (55 844)**

(Royal Decree 29/01/2002 - Belgian Official Gazette 03/10/2002)

#### **End of year bonus (excluding floriculture and parks and gardens)**

##### Art. 1.

This CLA applies, with the exception of workers referred to in Article 8a of the Royal Decree of 28 November 1969 implementing the Law of 27 June 1969 amending the Decree of 28 December 1944 on social security for workers.

##### Art. 2.

To the blue collar workers referred to in Article 1 shall be allocated at the expenses of the Guarantee and social funds for the horticultural enterprises, an end of year bonus to the extent of the performances they have made in the sector during the reference year.

##### Art.3

The end of year bonus is calculated on the gross salary that the male or female blue collar worker concerned has earned in the reference year. The end of year bonus amounts to 7.55 % of the gross wage in vegetable cultivating sector.

##### Art 4.

Under "reference year" is to be understood the period running from 1 July of the previous year to 30 June of the year in which the bonus is paid.

##### Art. 5.

The end of year bonus is paid to the beneficiaries in the month of December following the reference year to which the bonus is calculated.

##### Art.6.

The following persons shall also be entitled to an end of year bonus paid according to the terms referred to in Article 3:

- The male and female blue collar workers year who retired or who were pre-pensioned in the course of the reference;
- The relatives of male and female blue collar workers who are deceased in the course of the reference year;
- The male and female blue collar workers whose employment agreement ended during the reference year with a notice term or a termination of the employment contract by the employer and the payment of a termination severance or whose employment contract was terminated by mutual agreement;
- The male and female blue collar workers linked by an employment contract for a fixed period or for specific work that will end in the course of the reference period

##### Art. 7.

Are not entitled to an end of year bonus, the male and female blue collar workers:

- who resign during the reference period itself;
- who are made redundant because of a compelling reason during the reference period.

As far as the end of year bonus is concerned paid in December 2000, the workers who have resigned are also exceptionally entitled to an end of year bonus.

## **Bad weather premium**

### **CLA of 8 May 2001 (58 610)**

(Royal Decree 10/12/2002 - Belgian Official Gazette 02/04/2003)

### **Creating solidarity in the wage costs due to the interruption of the working day by adverse weather**

#### Article 1.

This CLA applies to regular workers with the exception of the seasonal and occasional personnel referred to in Article 8a of the Royal Decree of 28 November 1969 implementing the Law of 27 June 1969 amending the Decree of 28 December 1944 on social security for workers.

#### Art. 2.

The signatory parties note that, following the application of Article 27 of the Law of 3 July 1978 on employment agreements (Belgian Official Gazette of 22 August 1978), the worker is entitled to the remuneration that he would have earned had he been able to accomplish his daily duty normally which, due to a cause beyond his will, he could not start, although he had normally gone to his place of work, or he could not continue the work he was performing.

The signatory parties note that the application of Article 27 of the Act of 3 July 1978 on employment agreements in the case of unworkable weather circumstances raises problems. They intend to have part of the problems that have emerged in the implementation of Article 27 and the resulting wage costs taken into account certain marginal conditions specified further on in the current CLA.

#### Art. 3.

A worker who, because of weather conditions making work impossible, could not continue the work which he had started or could not begin the work though he had gone to the place where the work had to be executed, is entitled at the expenses of his employer to the wages of the entire working day and this according to the applicable schedule.

The signatory parties highlight that this is the normal application of the Article 27 of the Act on employment contracts.

#### Art. 4.

The signatory parties agree that of the wage costs resulting from the application of the aforementioned Article 27 maximum half can be recovered respectively from the Guarantee and Social Fund for horticultural enterprises and the Social Fund for the layout and upkeep of parks and gardens as a function of the main activity of the employer.

#### Art. 6.

The board of managers of the relevant Welfare Fund shall set the conditions under which a partial recovery of the wage costs shall be possible. Thus, the Board of managers may provide the recovery for a capped number of days per company or per worker. The Board may also provide a link with the application of temporary unemployment due to bad weather.

Precise instructions shall be communicated in a circular to the employers, prepared by the board of managers of the respective welfare funds.