11. ANNEX: CBA NO.25 - EQUAL PAY FOR MALE AND FEMALE WORKERS

Royal Decree declaring collective bargaining agreement no. 25, on equal pay for male and female workers, to be generally binding.
C.B.A. of 15.10.75 (no. 25), Royal Decree of 09.12.75, Belgian Official Gazette of 25.12.75, amended by C.B.A. of 19.12.01 (no. 25bis) and amended by C.B.A. of 09.07.08 (no. 25ter)

Chapter I : Purpose and scope of application

Article 1
The purpose of the present collective bargaining agreement is the fulfilment of the principle of equal pay for male and female workers that is set down in article 141, sec. 1 and sec. 2 of the Treaty establishing the European Community.
Equality of remuneration entails that, for equal work or for work of equal value, all gender-based distinctions be abolished.

Article 2
This collective bargaining agreement applies to the workers and to the employers referred to in article 2 of the Act of 5 December 1968 on the collective bargaining agreement and the joint committees.

Chapter II : Enforcement

Article 3
The equal pay for male and female workers must be ensured for all elements and conditions of the wage, including the systems of job evaluation.
The systems of job evaluation must ensure equal treatment in the choice of the criteria, in the weighing of these criteria, and in the system for converting the function points into wage points. Any sectors and companies which not have yet done so shall check their systems of job evaluation and their wage classifications against the obligation of gender neutrality and make the necessary adjustments as applicable.

Article 4
By "wage" is understood :
1. the wage in money to which the worker is entitled as a result of his/her employment at the employer´s expense;
2. the tips or the service charge to which the worker is entitled as a result of his/her employment or pursuant to custom;
3. the benefits measurable in money to which the worker, as a result of his/her employment, is entitled at the employer´s expense;
4. the compensations which, by virtue of a collective bargaining agreement and as supplement to the legally-required vacation pay, are paid by the employer as vacation pay;
5. the compensations which derive from the supplementary, non-legally required social security arrangements.

Article 5
Any worker who believes himself/herself to have been disadvantaged or the representative workers´ organisation to which the worker belongs can file with the competent court of law a legal action in order to compel application of the principle of equal pay for male and female workers.

Article 6
A specialised jointly composed commission will be set up at the initiative of the organisations which signed the present collective bargaining agreement. It will have as its task to furnish advice to the competent court of law, if the latter so requests, regarding disputes concerning the application of the principle of equal pay. Moreover, it will provide information to and raise the awareness of the social partners with regard to initiatives concerning gender-neutral job evaluation systems and, at the request of the joint committees, give advice and assistance with respect to this.

Article 7
Sec. 1
The employer which employs a worker who has filed, either at the company level, in accordance with the agreement-based procedures which are in effect in the company, or with the social inspectorate, a reasoned complaint or who has initiated a legal action or for whom a legal action has been filed for revision of the wage on the basis of the present collective bargaining agreement, may not terminate the working relationship nor unilaterally change the working conditions, except for reasons which are extraneous to this complaint or to this legal action.
The burden of proof for such reasons rests upon the employer, if the worker is dismissed or the employment conditions are unilaterally

modified within twelve months following the filing of a complaint as intended in the preceding paragraph. This burden of proof also rests on the employer in the event of dismissal or unilateral change of the working conditions after a legal claim was filed, such as intended in the preceding paragraph, and this up to three months after the judgement has become final.

Sec. 2
When the employer terminates the employment contract or unilaterally changes the working conditions in violation of the provisions of sec. 1, paragraph 1 of this article, the worker or the trade union organisation of which he/she is a member requests that he/she be readmitted into the company or that he/she be reinstated in the position under the conditions established in the employment contract. The request must be made within thirty days following the date of service of the termination notice, of the termination without notice, or of the unilateral change of the working conditions. The employer must express its position concerning the request within thirty days following the service.
The employer which readmits the worker into the company or reinstates him/her in his/her former position must pay the wage foregone by the worker due to dismissal or change of the working conditions, as well as paying the employer and worker contributions on that wage.

Sec. 3
When the worker, as a result of the request referred to in sec. 2, paragraph 1 is not readmitted or is not reinstated in his/her position and it has been ruled that the dismissal or the unilateral change of the employment conditions violates the provisions of sec. 1, paragraph 1, the employer will pay to the worker a compensation which, at the worker´s option, is equal either to a lump-sum amount that corresponds to the gross wages for six months, or to the actual harm suffered by the worker; in the latter case, the worker will have to prove the extent of the harm suffered.

Sec. 4
The employer is obliged to pay the same compensation, without the worker having to file the request referred to in sec. 2, paragraph 1 in order to be readmitted or reinstated in the position:
1. if the worker terminates the employment contract because the behaviour of the employer is in violation of the provisions of sec. 1, paragraph 1, which on the part of the worker constitutes an urgent reason to terminate the employment contract;
2. if the employer has dismissed the worker for an urgent reason, on condition that the competent legal body rules this dismissal to be unfounded and in violation of the provisions of sec. 1, paragraph 1.

Chapter III : Publication

Article 8
The text of the present collective bargaining agreement shall be annexed to the company´s work rules.

Chapter IV : Final provisions

Article 9
This agreement is concluded for an unlimited period; it enters into force on the date it is signed. It can, at the request of the most diligent signatory, be revised or cancelled with an advance notice period of six months. The organisation which takes the initiative to revise or cancel must indicate the reasons and submit amendment proposals; the other organisations undertake to discuss them within a period of one month after receipt, in the National Labour Council.

Chapter V : Obligatory provisions

Article 10
The signatories agree to take the necessary measures so that the social judges and justices who sit in the labour tribunals and courts of appeal as workers or as employers are informed about the existence of the specialised committee provided for by article 6 of the present agreement. They also undertake to recommend to their organisations which appear in court to defend rights deriving from the present agreement that they ask the competent court of law to consult the mentioned committee.
Moreover, the signatories undertake to take the necessary measures so that the joint committees are informed about the role of the specialised jointly composed commission, provided for in article 6, third paragraph of the present agreement, with respect to gender-neutral job evaluation systems.

Article 11
The signatories undertake to examine the results of the application of the present agreement at the latest 12 months after its entry into force.