

No. 9973

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**BELGIUM  
and  
TUNISIA**

**Convention concerning the employment and residence  
in Belgium of Tunisian workers (with annexes).  
Signed at Tunis on 7 August 1969**

*Authentic text: French.*

*Registered by Belgium on 22 October 1969.*

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**BELGIQUE  
et  
TUNISIE**

**Convention relative à l'emploi et au séjour en Belgique  
des travailleurs tunisiens (avec annexes). Signée à  
Tunis le 7 août 1969**

*Texte authentique : français.*

*Enregistrée par la Belgique le 22 octobre 1969.*

[TRANSLATION — TRADUCTION]

## CONVENTION<sup>1</sup> BETWEEN TUNISIA AND BELGIUM CONCERNING THE EMPLOYMENT AND RESIDENCE IN BELGIUM OF TUNISIAN WORKERS

The Tunisian Government and the Belgian Government, in the spirit of friendship and co-operation which distinguishes their relations,

Wishing to regulate and develop their relations as concerns labour matters and to facilitate the immigration of Tunisian workers to Belgium,

Desiring to establish and develop co-operation as concerns adult vocational training,

Have agreed on the following:

### *Article I*

The Tunisian Government undertakes to adopt all appropriate measures to facilitate the emigration of its nationals who wish to settle in Belgium in order to take up employment there.

The Belgian Government undertakes to facilitate the installation in Belgium of Tunisian nationals who wish to take up employment there.

### *Article II*

The competent Belgian authorities shall transmit to the competent Tunisian authorities collective or individual offers of employment from employers or employers' associations to persons named or unnamed, specifying the conditions for engagement and the aptitudes required of applicants.

In the case of recruitment of a group of fifteen or more workers, the offer of employment shall indicate, in addition to the conditions for engagement and the qualifications required, the exact number of workers to be recruited, the foreseeable duration of employment in Belgium and the conditions of living accommodation for the workers.

The competent Belgian authorities shall provide the competent Tunisian authorities periodically with documentation on working conditions, on wages, on social benefits, on the social contributions and taxes deducted from remuneration and on the respective obligations of the parties arising out of the contract of employment.

<sup>1</sup> Came into force on 7 August 1969 by signature, in accordance with article XX.

*Article III*

The selection and recruitment of Tunisian workers shall be organized by the authorities of the Secretariat of State for Youth, Sports and Social Affairs of Tunisia in collaboration with the authorities of the Ministry of Employment and Labour of Belgium.

The last-mentioned authorities may delegate responsibility for such collaboration either to the Belgian diplomatic mission at Tunis or to duly authorized representatives of employers or employers' associations established in Belgium.

Selection shall be made on the basis of the following factors:

- (a) Applicants must be not less than twenty and not more than thirty-five years of age at the time of recruitment, that is to say, at the time when they sign the first contract of employment.

The maximum age may be increased to forty years in the case of suitably qualified workers.

- (b) They must be in good health. A medical examination shall be carried out by physicians appointed by the Tunisian Government. The medical examination shall include a general examination of the applicant, and X-ray of the lungs and a blood test.

A medical form, corresponding to the model annexed to this Convention shall be completed for each applicant found to be fit. It shall bear a photograph of the applicant. The costs of this medical examination shall be borne by the Tunisian Government.

A corroborative examination may be carried out by a physician appointed by the competent Belgian authorities. The costs of this examination shall be borne by the Belgian employers.

- (c) Occupational selection of applicants shall be made with due regard to the conditions specified in the offers of employment and on the basis of physical fitness, of the occupational experience of the applicants or of certificates relating to their training.

- (d) Applicants must not have been sentenced to imprisonment on serious grounds.

*Article IV*

The Tunisian authorities shall forward a list of the applicants selected to the competent Belgian authorities.

The latter authorities shall ensure that the contracts of employment are drawn up and signed by the employer or his representative.

The Tunisian authorities shall ensure that the contracts of employment are signed by the workers concerned and shall issue such documents as are necessary to enable the workers whose names appear on the aforementioned list to leave the territory.

The Belgian diplomatic or consular authorities shall, upon presentation of a passport, a certificate of good character and a copy of the contract of employment, issue to the said workers provisional permits for residence in Belgium.

#### *Article V*

The engagement of Tunisian workers shall be by individual contract corresponding to the model contract of employment annexed to this Convention.

The contract of employment shall be drawn up in quintuplicate and shall state the respective rights and obligations of employers and workers. It shall, as a minimum, conform to the conditions set forth in the specimen contract of employment annexed to this Convention.

One copy shall be for the employer, one for the worker, two for the competent Tunisian authorities and one for the Belgian diplomatic and consular authorities.

#### *Article VI*

The Tunisian authorities shall issue such documents as are necessary to enable the worker to leave the territory, including the passport and the certificate of good character. They shall ensure that a certificate indicating his marital status and the composition of his family is drawn up with the minimum delay.

#### *Article VII*

The Belgian Government shall ensure that the best possible transport arrangements are made for the Tunisian workers who are engaged.

The costs of travel and accommodation from the place of embarkation in Tunisia to the place of employment in Belgium shall be borne by the Belgian employers. The Belgian Government shall likewise ensure that this provision is implemented.

#### *Article VIII*

The workers engaged may begin work immediately on arrival in Belgium. The employer shall apply for an employment authorization within three working days, attaching to the application a copy of the individual contract.

The competent Belgian authorities shall immediately issue the employment authorization and a work permit. They shall be valid as from the date on which work was begun.

The competent Belgian authorities shall also issue the necessary residence permits.

The administrative costs involved in obtaining these documents shall be borne by the Belgian employers.

*Article IX*

All appropriate measures must be taken by the employers to adapt the workers, if necessary, to the work to which they are assigned and to give them all relevant information regarding work rules, safety standards and the submission of any claims.

*Article X*

1. In case of unjustified termination of the contract by the worker, the employer shall cause the worker to sign a document stating that he wishes to terminate his contract.

The necessary arrangements shall be made to repatriate the worker at his own expense, without prejudice to such rights as the employer may assert against him under Belgian law. The same shall apply in case of justified termination of the contract by the employer.

2. In case of justified termination of the contract by the worker, the latter may conclude a new contract with another enterprise in the same sector, without prejudice to such rights as he may assert under Belgian law.

3. In case of unjustified termination of the contract by the employer, the worker may, without prejudice to such rights as he may assert under Belgian law, sign a new contract with another enterprise in the same sector or, if he so desires, be repatriated at the expense of the employer.

4. In case of transfer from one enterprise to another in the same sector by mutual agreement among all the parties concerned, the new employer shall be substituted for the former employer as concerns performance of the contract.

*Article XI*

Upon expiry of the contract corresponding to that which is annexed to this Convention, a Tunisian worker may remain in Belgium, provided that he is reemployed in the same sector.

*Article XII*

Tunisian workers who have settled permanently or temporarily in Belgium shall enjoy equality of treatment with Belgian workers as concerns social benefits and working conditions.

They shall receive the statutory family allowances in respect of children living in Belgium; children who are being brought up in Tunisia shall benefit from the general measures adopted in this connexion.

*Article XIII*

Tunisian workers employed and settled in Belgium may be joined by their families on completion of three months' work, provided that they have suitable living accommodation available. The term "family" includes the wife and dependent minor children.

The Belgian Government and Belgian employers shall assist Tunisian workers employed in Belgium in finding such accommodation.

Without prejudice to provisions concerning public policy and security, the Tunisian authorities shall permit such families to leave the territory and the Belgian diplomatic or consular authorities shall issue such permits as are necessary to enable them to enter and remain in Belgium.

*Article XIV*

Tunisian nationals admitted to Belgian territory on the conditions set forth in this Convention shall receive work permits valid for an indefinite period in respect of all employers and all occupations if they produce proof of five years' regular and uninterrupted residence in the country or of three years' work duly covered by work permits.

The last mentioned period of three years shall be reduced to two if the worker's family is living with him.

The wife and children of a Tunisian worker may take up employment if the situation of the labour market so permits.

*Article XV*

Tunisian workers may transfer their savings to Tunisia, in accordance with the laws and regulations for the time being in force.

*Article XVI*

Tunisian workers may absent themselves on days which are legal holidays of Tunisia.

Such days shall be without pay, but absence from the place of work shall not be deemed unjustified.

*Article XVII*

There shall be established a Joint Commission, the functions of which shall be:

- To propose any necessary revision of this Convention or of the documents annexed thereto;
- To resolve any difficulties which may arise with regard to their interpretation;

— To consider ways of establishing and developing co-operation between the two countries as concerns adult vocational training.

The Commission shall be composed of six members, three of whom shall be appointed by the Belgian Government and three by the Tunisian Government.

It shall meet either at Tunis or at Brussels, upon the request of either Party, at least once a year.

#### *Article XVIII*

The rights and benefits accorded under articles XII to XVI of this Convention to Tunisian workers employed in Belgium shall be applicable, as from the date of entry into force of this Convention, to Tunisian workers who immigrated prior to that date.

#### *Article XIX*

Only qualified representatives of the Tunisian and Belgian Governments or other persons duly authorized by those Governments may take part in the recruitment of Tunisian workers for Belgian enterprises.

#### *Article XX*

This Convention shall enter into force on the date of its signature. It shall be valid for a period of one year and shall be tacitly renewed from year to year unless it is denounced by either Contracting Party three months before the date of expiry.

It may be revised upon the request of either Contracting Party.

DONE at Tunis, in two original copies, on 7 August 1969.

For the Belgian Government:

Louis MAJOR  
Minister of Employment and Labour

For the Tunisian Government:

Mondher BEN AMMAR  
Secretary of State for Youth,  
Sports and Social Affairs

## ANNEX I

## RECRUITMENT OF TUNISIAN WORKERS FOR BELGIUM

## MEDICAL FORM

Surname and given names of Worker : .....

Son of : .....

and of : .....

Born on : ..... At : .....

Marital status (single, widowed, divorced, married) : .....

Address : .....

Occupation for which the applicant is examined : .....

Identity of wife : .....

Dependent minor children	Given names	Date of birth	Given names	Date of birth

Examining physician :

Date of examination :

Height :

Chest measurement :

Vision :

Hearing :

Weight :

Special peculiarities, if any : .....

Signature

Recent  
passport  
photograph



I, the undersigned

Physician, certify that on the basis of:

- (1) a general examination carried out by
- (2) an X-ray examination carried out by
- (3) a blood test carried out by

the above-mentioned worker is not suffering from any contagious or communicable disease and is fit to engage in the stated occupation in Belgium.

I further certify that there is no indication that his state of health will render him unfit for work in the near future.

*Remarks*

\_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_ (Signature)

## ANNEX II

### SPECIMEN CONTRACT OF EMPLOYMENT

1. Enterprise :
2. Nature of the enterprise :
3. Place of employment (headquarters of the enterprise) :
4. Surname and given names of the worker :
5. Place and date of birth :
6. Marital status : Single \_\_\_\_\_  
Married \_\_\_\_\_ Children \_\_\_\_\_  
Widowed \_\_\_\_\_  
Divorced \_\_\_\_\_
7. Nationality :
8. Residence or domicile :
9. Category of work :
10. Hourly wage rate as from \_\_\_\_\_

*Clause I*

The employer will provide the worker signatory to this contract with regular employment for a minimum of twelve months from the date on which he begins work, under the same conditions as Belgian workers.

The employer will assist the worker, particularly with regard to administrative formalities. In addition, he will take all appropriate measures to adapt him to the work to which he will be assigned and will give him all relevant information concerning the payment of wages and the submission of any claims.

The worker, for his part, undertakes to remain in the service of the employer for a minimum of twelve months and to comply with all clauses of the work rules applicable to all workers employed by the said employer, of which he will be informed in a language that he understands.

*Clause II*

The costs of travel and accommodation for the worker signatory to this contract from the place of embarkation in Tunisia to the place of employment will be borne by the employer.

The costs resulting from the issue of the first work permit needed to enable the worker to begin work in Belgium will be borne by the employer.

*Clause III*

Hours of work will be in accordance with the relevant Belgian laws and the orders implementing them, with collective agreements and with the work rules.

The regulation work week is at present ..... hours, arranged as follows :

*Clause IV*

The worker signatory to this contract will enjoy in Belgium the same working conditions and the same benefits as Belgian workers, including all such things as are provided for in labour legislation and in collective agreements.

*Clause V*

The worker signatory to this contract will receive, for equal work, remuneration equal to that of Belgian workers in the same category performing the same work in the same enterprise.

Lack of knowledge of French or Dutch on the part of the worker may not be deemed to warrant any discrimination in respect of wages or of assignment to work which is more arduous, more dangerous or more unhealthy or is not in keeping with his abilities.

Should the worker be temporarily assigned by the employer to work of a category lower than that specified in his contract, he would nevertheless receive the wage for the category of work for which he was engaged. Should the worker be temporarily assigned to work of a higher category, he would be paid at the wage for that higher category.

In the event of fluctuations in the wages paid to Belgian workers, the worker's wage would be adjusted proportionately.

Wages will be paid at least twice a month.

The worker signatory to this contract will also receive any bonuses which are or may be paid by the employer to Belgian workers and will be remunerated for any overtime work, in accordance with the laws for the time being in force.

In addition, he will be entitled to supplementary allowances in cash or in kind identical with those which may be granted to Belgian workers.

#### Clause VI

If the enterprise is closed for annual holidays and the worker signatory to this contract is involuntarily unemployed as a consequence, the employer will pay him compensation equal to the amount of the unemployment allowance.

Such compensation will be payable for any days of annual holiday which are not covered by an annual holiday grant if the worker has been unable to complete the requisite number of days of work to qualify for unemployment insurance, account being taken of social security conventions permitting the aggregation of periods of employment, and provided that he is not entitled to some other normal daily remuneration. \*

#### Clause VII

In case of involuntary unemployment during the initial stage of work (*mise au travail*) in Belgium, the employer will, until such time as the worker has qualified for unemployment insurance benefits in Belgium, pay him compensation equal to the amount of unemployment allowance, unless the worker concerned is entitled to some other normal daily remuneration; provided, however, that he has not absented himself without lawful justification for more than one day during the fourteen days immediately preceding his becoming unemployed, and to the extent that he is not, during the days for which he is unemployed, in receipt of his normal wage in accordance with the provisions of the Act instituting the guaranteed weekly wage. \*\*

#### Clause VIII

In case of sickness, the employer undertakes to provide the worker signatory to this contract with accommodation, medical and pharmaceutical assistance and, if necessary, hospitalization from the time of his arrival in Belgium until such time as he qualifies for sickness and disability insurance benefits. The guarantee of accommodation will be valid only in the case of workers living in accommodation provided for them by the employer.

\* Pursuant to article 3 of Royal Order No. 49 of 24 October 1967 (*Moniteur belge* of 27 October 1967), article 2 of the Royal Order of 1 December 1967 (*Moniteur belge* of 9 December 1967) and article 76 (12) of the Ministerial Order of 4 June 1964 (*Moniteur belge* of 6 June 1964), a worker who is in part involuntarily unemployed as a result of the closing of an enterprise for annual holidays may, if he is not in receipt of an annual holiday grant, claim family allowances and shall be exempt from registering as unemployed.

\*\* For the purpose of qualifying for family allowances, the worker shall not be exempt from daily registration at the employment exchange.

These provisions will not apply if the worker is in receipt of a wage pursuant to the provisions concerning the guaranteed weekly wage.

Furthermore, the foregoing provisions will apply only if the worker remains in Belgium.

#### *Clause IX*

In case of permanent disability of more than 66 per cent resulting from an industrial accident, the worker signatory to this contract and his wife and dependent children living in the same household will, if they so desire, be repatriated as far as Tunis at the expense of the employer, provided that such repatriation takes place not more than one month after the parties agree concerning the percentage of permanent disability or the competent court or tribunal renders its final judgement.

#### *Clause X*

In case of death resulting from an industrial accident, repatriation as far as Tunis of the worker's wife and dependent children living in the same household will be at the expense of the employer.

The employer undertakes to notify the competent Tunisian diplomatic or consular authorities of the death immediately.

#### *Clause XI*

Without prejudice to such rights as he may assert under Belgian law, a worker who is discharged before the expiry of the agreed period for reasons beyond his control will, if he so desires, be repatriated from the place of work as far as Tunis at the expense of the employer, unless he has been or can be re-employed by another employer in the same sector of activity. No deductions will be made from the worker's wage to meet such an eventuality.

#### *Clause XII*

Before beginning work, the worker must undergo the medical examination prescribed by Belgian law to determine whether he is fit for the work to which he will be assigned. \*

#### *Clause XIII*

The employer undertakes to provide unaccompanied workers, upon their request, with suitable accommodation, at the rental customary in the locality, which will as a minimum meet the health standards prescribed by Belgian law.

#### *Clause XIV*

The worker will, upon his request, be allowed to absent himself on days which are legal holidays in Tunisia.

Such days will be without pay but the absence will not be deemed unjustified.

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\* The inclusion of this clause in the contract is obligatory only in cases where a medical examination on recruitment is required by Belgian law.

*Clause XV*

Without prejudice to the provisions of articles 20 and 21 of the Act of 10 March 1900 concerning contracts of employment :

(a) This contract may be terminated prematurely by the employer especially in the following cases :

(1) If the worker persists, despite reprimands, in failing to comply with the clauses of his contract or with the work rules of the enterprise ;

(2) If the worker's behaviour at work, or his habitual conduct, is such as to be detrimental to safety, health or good order and discipline in the enterprise ;

(3) If the worker, although suffering from a communicable disease, refuses to be hospitalized ;

(b) This contract may be terminated prematurely by the worker especially in the following cases ;

(1) If he has become unfit for work through accident or sickness ;

(2) If, despite his requests, the employer refuses to surrender to him the documents (passport, work permit, contract of employment, identity card, registration certificate) which are his personal property ;

(3) If the employer fails to comply with the terms of this contract ;

(4) If it is found, in accordance with the regulations for the time being in force, that he has been subjected to ill-treatment.

DONE at \_\_\_\_\_, on \_\_\_\_\_

(Signature of the worker)

(Signature of the employer)