

No. 10314

**BELGIUM
and
ALGERIA**

**Convention concerning the employment and residence in
Belgium of Algerian workers and their families (with
annexes). Signed at Algiers on 8 January 1970**

Authentic text: French.

Registered by Belgium on 16 February 1970.

**BELGIQUE
et
ALGÉRIE**

**Convention relative à l'emploi et au séjour en Belgique des
travailleurs algériens et de leurs familles (avec annexes).
Signée à Alger le 8 janvier 1970**

Texte authentique: français.

Enregistrée par la Belgique le 16 février 1970.

[TRANSLATION — TRADUCTION]

CONVENTION¹ BETWEEN THE KINGDOM OF BELGIUM
AND THE DEMOCRATIC AND POPULAR REPUBLIC
OF ALGERIA CONCERNING THE EMPLOYMENT AND
RESIDENCE IN BELGIUM OF ALGERIAN WORKERS
AND THEIR FAMILIES

The Government of the Kingdom of Belgium and the Government of the Democratic and Popular Republic of Algeria,

Desiring to reach a complete and lasting solution of the problems relating to the employment and residence in Belgium of Algerian workers and their families,

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

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

Have agreed on the following provisions :

Article 1

The Algerian 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 Algerian nationals who wish to take up employment there.

Article 2

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

The offer of employment shall indicate, in addition to the exact number of workers to be recruited, the foreseeable duration of employment in Belgium and the working and living conditions of workers.

The competent Belgian authorities shall periodically provide the competent Algerian authorities with documentation on working conditions, on wages, on

¹ Came into force on 8 January 1970 by signature, in accordance with article 21.

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.

Article 3

The selection and recruitment of Algerian workers shall be organized by the authorities of the Algerian Ministry of Labour and Social Affairs 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 Algiers 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 recruited in accordance with the provisions of this article must not be 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 Algerian Government. The medical examination shall include a general examination of the applicant, an 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 Algerian Government. A corroborative examination may be carried out in Algeria 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 4

The Algerian 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 Algerian 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 travel document, of a copy of the contract of employment, and of an extract from the register of convictions issue to the said workers with the minimum delay provisional permits for residence in Belgium.

Article 5

The competent Belgian authorities shall inform the competent Algerian authorities of all employment authorizations issued following the receipt of an individual offer of employment for a named person.

Article 6

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

The contract of employment shall be drawn up in seven copies 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.

Three copies shall be for the competent Algerian authorities, two for the worker, of which one shall be presented to the Belgian diplomatic or consular authorities as stated in article 4, and two copies for the employer, of which one shall be attached to the application for the employment authorization referred to in article 9.

Article 7

The Algerian authorities shall issue such documents as are necessary to enable the worker to leave the territory, including the travel document and the extract from the register of convictions. They shall ensure that a certificate indicating his marital status and the composition of his family is drawn up with the minimum of delay.

Article 8

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

The costs of travel and accommodation from the place of embarkation in Algeria 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 9

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 10

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 11

Without prejudice to the provisions of article 20 of the Act of 10 March 1900 concerning contracts of employment, contracts drawn up between workers and employers under this Convention may be terminated before their expiry only for reasons deemed to be serious by a judge.

1. In case of unjustified termination of the contract by the worker, the necessary arrangements shall be made, in co-operation with the diplomatic and consular authorities, to repatriate the worker, without prejudice to such rights as the employer may assert against him under Belgian law.
2. In case of justified termination of the contract by the employer, arrangements shall be made, in co-operation with the diplomatic and consular authorities, to repatriate the worker, without prejudice to such rights as the employer may assert against him under Belgian law.
3. In case of unjustified termination of the contract by the employer, the worker may, if he so wishes, without prejudice to the rights he may assert under Belgian law, be repatriated at the expense of the employer unless he has been or can be re-employed by another employer in accordance with the Belgian provisions concerning the employment of foreign workers.
4. In case of justified termination of the contract by the worker, the latter may, if he so wishes, without prejudice to the rights he may assert under Belgian law,

be repatriated at the expense of the employer unless he has been or can be employed by another employer in accordance with the Belgian provisions concerning the employment of foreign workers.

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

Article 12

Upon expiry of the contract corresponding to that which is annexed to this Convention, an Algerian worker may remain in Belgium, provided that he is re-employed in accordance with the Belgian provisions concerning the employment of foreign workers.

He is ensured access to available employment under the existing regulations.

Article 13

Algerian workers who have settled permanently or temporarily in Belgium shall enjoy equality of treatment with Belgian workers as concerns working conditions and social benefits, particularly those relating to adult vocational training.

With regard to social benefits, the provisions of the Convention on Social Security concluded between the two Parties on 27 February 1968¹ shall apply to the Algerian workers covered by this Convention.

Article 14

Algerian 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 family includes the wife and dependent minor children.

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

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

Article 15

Algerian nationals admitted to Belgian territory on the conditions set forth in this Convention shall receive work permits valid for an indefinite period in

¹ United Nations, *Treaty Series*, vol. 705, p. 3.

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 an Algerian worker may take up employment if the situation of the labour market so permits.

Article 16

Algerian workers may transfer their savings to Algeria, in accordance with the laws and regulations in force.

Article 17

Algerian workers may absent themselves on days which are legal holidays of Algeria.

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

Article 18

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

- to supervise the application of the provisions of this Convention or of the documents annexed thereto and, if necessary, to propose any revision;
- 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 labour and 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 Algerian Government.

The members may, if necessary, be assisted by experts.

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

Article 19

The rights and benefits accorded under articles 13 to 17 of this Convention to Algerian workers employed in Belgium shall be applicable, as from the date of entry into force of this Convention, to Algerian workers who immigrated prior to that date.

Article 20

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

Article 21

This Convention shall enter into force on the date of its signature. It shall be valid for a period of three years and shall be tacitly renewed for successive three-year terms 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 Algiers, in two original copies, on 8 January 1970.

For the Government
of the Kingdom of Belgium :

[Signed]
Louis MAJOR
Minister of Employment
and Labour

For the Government
of the Democratic and Popular
Republic of Algeria :

[Signed]
Mohand Said MAZOUZI
Minister of Labour
and Social Affairs

[ANNEX I]

DEMOCRATIC AND POPULAR REPUBLIC OF ALGERIA

MINISTRY OF LABOUR AND SOCIAL AFFAIRS

Department of Labour and Employment
Division of Emigration

No.

IDENTITY CARD

of a worker leaving for Belgium
(Algerian-Belgian Convention)

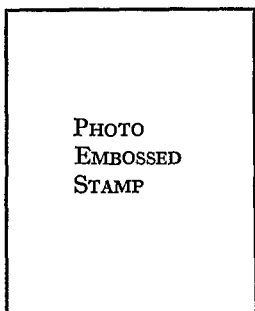
Surname and given names :

Date and place of birth :

Occupation :

Identity card No. issued at on

Date of medical examination :

Signature of the Director
of the Department of Labour and Social Affairs

MEDICAL FORM

I, the undersigned

Physician, certify that the worker :

Surname-given name :

Identity card No. :

On the basis of :

(1) A general examination carried out by

(2) An X-ray carried out by

(3) A blood test carried out by

is not suffering from any contagious or communicable disease,
is fit to engage in Belgium in the stated occupation.

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

Remarks :

Height :

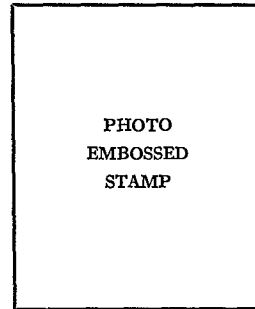
Chest measurement :

Vision :

Hearing :

Weight :

Special peculiarities :



Date :

(signature)

Civil status : single-widowed-divorced-married

Wife's name :				
Dependent minor children	Given names	Date of birth	Given names	Date of birth

ANNEX II

SPECIMEN CONTRACT OF EMPLOYMENT

The undersigned on the one hand,

1. Name of employer or enterprise :
2. Registered office of the enterprise :
3. Head office :
hereinafter referred to as " the employer "

And the undersigned on the other hand,

1. Name and given name :
2. Date and place of birth :
3. Nationality :
4. Civil status : single-married-widowed-divorced
5. Residence or domicile :
6. Profession :
hereinafter referred to as " the worker "

have agreed as follows :

Article 1

The employer will provide the worker with regular employment for 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 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.

Article 2

The costs of travel and accommodation for the worker from the place of embarkation in Algeria 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.

Article 3

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 :

.....

Article 4

The worker 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.

Article 5

The worker will receive, for equal work and under the same conditions, remuneration equal to that of Belgian workers in the same category performing the same work in the enterprise. He will also receive under the same conditions as Belgian workers all bonuses or allowances in cash or in kind.

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 not in keeping with his abilities.

The wages at the date of signature of this contract are . . . Belgian francs per hour.

The worker will also receive the following bonuses and supplementary allowances :

.....

Wages will be paid at least twice a month.

The worker will benefit from any fluctuations and alterations in the level of wages, the amount of bonuses and allowances in cash or in kind which may occur after he begins work.

Article 6

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

Article 7

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 unemploy-

* 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.

ment insurance benefits in Belgium, pay him compensation equal to the amount of unemployment allowance, provided, however, that he has not absented himself without reason 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 any other guaranteed remuneration.*

Article 8

In case of sickness, the employer undertakes to provide the worker with 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.

In case of sickness rendering him unfit for work, the worker occupying accommodation belonging to the employer shall be exempt from payment of rent to the extent that he is not in receipt of guaranteed remuneration.

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

Article 9

In case of permanent disability of more than 66 per cent resulting from an industrial accident, the worker and, where applicable, his family and dependent children living in the same household will, if they so desire, be repatriated as far as Algiers 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.

Article 10

In case of death resulting from an industrial accident, repatriation as far as Algiers 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 Algerian diplomatic or consular authorities of the death immediately.

Article 11

When a contract is terminated for a serious reason imputable to the employer or in case of unjustified termination of the contract by the employer, the employer will bear the costs of repatriating the worker from the place of work as far as Algiers unless the worker has been or can be re-employed by another employer in accordance with the legislation relating to the employment of foreign workers.

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

Article 12

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.*

Article 13

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

Article 14

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

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

Article 15

Without prejudice to the provisions of article 20 of the Act of 10 March 1900 concerning contracts of employment, this contract may be terminated before its expiry only for reasons deemed to be serious by a judge.

Article 16

This contract of employment will enter into force on the day on which the worker is authorized by the employer to begin work.

Article 17

The worker acknowledges receipt of one copy of this contract
—and understands the language in which it is drawn up**
—and of a translation in a language which he understands**

DONE in . . . copies, at . . . on

Signature of the worker :

Signature of the employer :

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

** Delete where necessary.