

No. 11172

**BELGIUM
and
YUGOSLAVIA**

**Agreement concerning the employment and residence in Belgium of
Yugoslav workers (with annexes). Signed at Belgrade on 23
July 1970**

Authentic text: French.

Registered by Belgium on 18 June 1971.

**BELGIQUE
et
YUGOSLAVIE**

**Accord relatif à l'emploi et au séjour en Belgique des travailleurs
yougoslaves (avec annexes). Signé à Belgrade le 23 juillet 1970**

Texte authentique: français.

Enregistré par la Belgique le 18 juin 1971.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ BETWEEN THE SOCIALIST FEDERAL REPUBLIC OF YUGOSLAVIA AND THE KINGDOM OF BELGIUM CONCERNING THE EMPLOYMENT AND RESIDENCE IN BELGIUM OF YUGOSLAV WORKERS

The Government of the Kingdom of Belgium and

The Government of the Socialist Federal Republic of Yugoslavia,

Wishing to regulate the conditions governing the admission and employment of Yugoslav workers in the interests of both countries and of the workers,
Have agreed on the following provisions:

Article 1

(1) The following shall be competent to implement the procedures for the employment of Yugoslav workers in Belgium provided for in this Agreement:

—In the case of Belgium, the authorities of the Ministry of Employment and Labour (hereinafter called the Ministry of Employment and Labour);

—In the case of the Socialist Federal Republic of Yugoslavia, the Federal Employment Bureau (hereinafter called the Federal Bureau).

(2) The Ministry of Employment and Labour and the Federal Bureau shall collaborate directly and shall endeavour to accelerate and simplify the procedures for the employment of Yugoslav workers within the framework of this Agreement.

Article 2

The Ministry of Employment and Labour shall transmit to the Federal Bureau collective offers of employment from employers or employers' associations to persons named or unnamed, specifying the conditions for engagement and the aptitudes required of workers.

The offer of employment shall indicate, in addition to the exact number of workers to be recruited, their vocational qualifications, the foreseeable duration of employment in Belgium, the headquarters of the enterprise, the place of employment, the conditions of employment, the wages offered, the duration of the

¹ Came into force on 19 January 1971, upon notification by the two Governments that the conditions required by their national legislation had been fulfilled, in accordance with article 22 (1).

work week and the conditions of living accommodation. It shall also specify the minimum or maximum age-limits for workers.

The Ministry of Employment and Labour shall provide the Federal Bureau 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.

Article 3

(1) The selection of workers shall be organized by the Federal Bureau in collaboration with the Ministry of Employment and Labour.

The latter may delegate responsibility for such collaboration to duly authorized representatives of employers or employers' associations established in Belgium.

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

- (a) Workers must be in good health. A medical examination shall be carried out by physicians appointed by the Federal Bureau. The medical examination shall include a general examination of the worker, an x-ray of the lungs and a blood test. A medical form, corresponding to the model annexed to this Agreement, shall be completed for each worker found to be fit. It shall bear a photograph of the worker. The costs of this medical examination shall be borne by the Belgian employers;
- (b) Occupational selection of workers 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 workers or of certificates relating to their training; the costs of this selection shall likewise be borne by the Belgian employers;
- (c) Workers must not have been sentenced to imprisonment for a period exceeding three months. In case of a suspended sentence exceeding three months, the period must have expired.

(2) With the approval of the Ministry of Employment and Labour, Belgian employers may agree with the Federal Bureau on the training of Yugoslav workers required for the proposed employment.

The costs of this training shall be borne by the Belgian employers.

Article 4

The Federal Bureau shall forward a list of the workers selected to the Ministry of Employment and Labour.

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

The Federal Bureau 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 lists to leave the territory.

The Belgian diplomatic or consular authorities shall, upon presentation of a passport, an extract from the judicial records showing any convictions and a copy of the contract of employment, issue to the said workers provisional permits for residence in Belgium.

Article 5

(1) The Ministry of Employment and Labour shall submit to the Federal Bureau an individual offer to a person named only if it refers to a member of the immediate family of a Yugoslav worker employed in Belgium or of a Yugoslav worker who was previously employed in Belgium by the same employer.

(2) The procedure established by this Agreement shall also apply to individual applications by persons named.

Article 6

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

The contract of employment shall be drawn up in sextuplicate and shall state the respective rights and obligations of the employer and the worker. It shall, as a minimum, conform to the conditions set forth in the specimen contract of employment annexed to this Agreement.

Two copies shall be for the use of the Federal Bureau, two for the worker, one of which shall be presented to the Belgian diplomatic or consular authorities, as provided in article 4, and two for the employer, one of which shall be annexed to the application for an employment authorization referred to in article 9.

Article 7

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

Article 8

The Ministry of Employment and Labour, in co-operation with the Federal Bureau, shall ensure that the best possible transport arrangements are made for the Yugoslav workers who are engaged.

The costs of travel and accommodation from the place of embarkation in Yugoslavia to the place of employment in Belgium shall be borne by the Belgian employers. The Ministry of Employment and Labour 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 of employment.

The Ministry of Employment and Labour shall immediately issue the employment authorization and a work permit. These documents shall be valid as from the date on which work was begun and shall be valid at least during the period for which the contract of employment has been concluded.

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

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

Article 10

(1) 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.

(2) The competent Belgian agencies or the Belgian employers shall endeavour as far as possible to create conditions favourable to the social and cultural life of Yugoslav workers.

Article 11

Without prejudice to the provisions of article 20 of the Act of 10 March 1900 concerning contracts of employment, a contract concluded between a worker and an employer on the basis of this Agreement may be terminated prematurely only on serious grounds, which shall be evaluated by a judge.

(1) In case of unjustified termination of the contract by the worker, the necessary arrangements shall be made, with the agreement of the diplomatic or

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, with the agreement of 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, be repatriated at the employer's expense, without prejudice to such rights as he may assert under Belgian law, unless he has been or may be re-employed by another employer in accordance with the Belgian provisions concerning the employment of workers of foreign nationality.
- (4) In case of justified termination of the contract by the worker, the latter may, if he so wishes, be repatriated at the employer's expense, without prejudice to such rights as he may assert under Belgian law, unless he has been or may be re-employed by another employer in accordance with the Belgian provisions concerning the employment of workers of foreign nationality.
- (5) 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 12

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

Article 13

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

Article 14

Yugoslav 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 competent Belgian authorities and Belgian employers shall assist Yugoslav workers employed in Belgium in finding such accommodation.

Without prejudice to provisions concerning public policy and security, the Yugoslav 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 15

Yugoslav nationals admitted to Belgian territory on the conditions set forth in this Agreement 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 Yugoslav worker may take up employment if the situation of the labour market so permits.

Article 16

Yugoslav workers may transfer their savings to Yugoslavia, in accordance with the laws and regulations in force in Belgium.

Article 17

Yugoslav workers may absent themselves on days which are legal holidays of the Socialist Federal Republic of Yugoslavia.

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

Article 18

The Ministry of Employment and Labour shall transmit annually to the Federal Bureau the available statistical data concerning Yugoslav workers employed in Belgium.

Article 19

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

—To consider all appropriate ways of implementing this Agreement;

- To propose any necessary revision of this Agreement 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 Government of the Kingdom of Belgium and three by the Government of the Socialist Federal Republic of Yugoslavia.

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

Article 20

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

Article 21

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

Article 22

(1) This Agreement shall enter into force upon notification by the two Governments that the conditions required by their national legislation have been fulfilled.

(2) It is concluded for a period of one year and shall be extended 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 Belgrade, in two original copies in the French language, on 23 July 1970.

For the Government
of the Kingdom of Belgium:

[Signed]
L. MAJOR

For the Government
of the Socialist Federal Republic
of Yugoslavia:

[Signed]
A. POLAJNAR

ANNEX I
MEDICAL FORM

*Recent
photograph
(Passport
size)*

Surname and given names of worker:
 Born on At:
 Marital status (single, widowed, divorced, married):
 Address:
 Occupation for which the worker is examined

Surname and given names of wife:

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

Height: Hearing:
 Chest measurement: Weight:
 Vision: Special peculiarities, if any:

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, if any:

Date

(Signature)

Nº 11172

VI. ANNUAL LEAVE

Number of days and time of year:

VII. SALARY ADVANCES

Following his arrival in Belgium, the worker shall receive the amount of
Belgian francs as a salary advance.

VIII. ACCOMMODATION

- (1) (a) Does the employer provide accommodation?
 (b) If so, give some idea of the cost to be borne by the worker for accom-
 modation and meals
 (2) Indicate the cost to be borne by the worker for accommodation and meals
 where accommodation is not provided by the employer

IX. Name and address of the social insurance fund to which the worker will be
 automatically affiliated:

X. FURTHER REMARKS, IF ANY, RELATING TO:

—Vocational qualifications:

—Salary:

Date:

Signature and seal of the employer:

ANNEX III

SPECIMEN CONTRACT OF EMPLOYMENT

The following provisions have been agreed upon between, on the one hand, the
 undersigned:

1. Name of the employer or the enterprise:
 2. Head office of the enterprise:
 3. Place of operation:
- hereinafter called "the employer",

and, on the other hand, the undersigned:

1. Surname and given name:
2. Place and date of birth:
3. Nationality:
4. Marital status: single — married — widowed — divorced
5. Residence or domicile:
6. Category of work:

hereinafter called "the worker";

Clause 1

The employer will provide the worker with regular employment for 12 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 12 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 2

The costs of travel and accommodation for the worker, from the place of embarkation¹ in Yugoslavia 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 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 specified in the work rules is at present hours, arranged as follows:

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Clause 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.

Clause 5

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

¹ The place of embarkation refers to the place where the Yugoslav Federal Employment Bureau assembles the workers prior to their departure for Belgium.

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 gross hourly wages on the date of the signature of this contract are Belgian francs.

The worker is also entitled to the following supplementary bonuses and benefits:
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Any fluctuations and modifications in wage rates, the amount of bonuses and benefits in kind or in cash which may occur after he begins work will apply to the worker.

Clause 6

If the worker wishes to spend his annual leave in Yugoslavia, the employer will/ will not¹ refund to him the costs of round-trip travel from the place of employment in Belgium to the destination in Yugoslavia, provided that the worker undertakes to continue working for the same employer.

Clause 7

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.²

Clause 8

In case of involuntary unemployment of the worker during his 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, provided, however, that he has not absented himself without cause for more than one day during the 14 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 other guaranteed remuneration.³

¹ Strike out whichever does not apply.

² 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.

³ For the purpose of qualifying for family allowances, the worker shall not be exempt from daily registration at the employment exchange.

Clause 9

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 resulting in disability, a worker living in accommodation provided by the employer shall not be required to pay 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.

Clause 10

In case of permanent disability of more than 66 per cent resulting from an industrial accident, the worker and, where applicable, his wife and dependent children living in the same household will, if they so desire, be repatriated as far as Belgrade 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 11

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

Clause 12

Where the contract is terminated on serious grounds attributable to the employer, or in case of unjustified termination of the contract by the employer, the latter must bear the costs of repatriating the worker unless the worker has been or may be re-employed by another employer in accordance with the legislation concerning the employment of workers of foreign nationality.

Clause 13

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.¹

Clause 14

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.

¹ 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 15

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

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

Clause 16

Without prejudice to the provisions of article 20 of the Act of 10 March 1900 concerning contracts of employment, this contract may be terminated prematurely only on serious grounds, which shall be evaluated by a judge.

Clause 17

This contract of employment will enter into force on the date on which the employer arranges for the worker to begin his duties.

Clause 18

The worker acknowledges receipt of a copy of this contract

—and understands the language in which it is written.¹

—and of a translation into a language which he understands.¹

DONE in copies at, on

Signature of the worker

Signature of the employer

¹ Strike out whichever does not apply.