

# Labour Deal

Employment, Pensions & Benefits Team - Deloitte Legal - *Lawyers*

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# Deloitte Legal - *Lawyers* | Belgian 'Labour Deal'

Key measures announced by the government



Redeployment

[Read now](#)



Flexible working time

[Read now](#)



Platform workers

[Read now](#)



Training

[Read now](#)



Right to disconnect

[Read now](#)



More information?

[Read now](#)

# Redeployment

## Activation measures



1 >

### Transition paths

- Employees will have the possibility to start working, during their notice period, with another employer (user) on a voluntary basis
- Employer continues payment of the salary, yet receives full/partial reimbursement by the user
- User must hire the employee with a contract of indefinite duration at the end of the transition path, if not, compensation will be due
- The employee who is hired by the user at the end of the transition path maintains the seniority of his previous employer for the entitlement to time credit, career break or thematic leave



2 >

### Redeployment funded by employer contributions due on notice

- Employees with a (compensation in lieu of) notice of at least 30 weeks shall have the right to opt for extra redeployment activities (additional training, outplacement, coaching sessions, etc.)
- Financed through the employers' social security contributions on 1/3<sup>rd</sup> of the salary or the compensation in lieu of notice (notice reduced by 4 weeks for outplacement)

# Flexible working time



## 4 day working week

- Possibility to spread full-time working time over 4 days (4 x 10h = 40h / 4 x 9,5h = 38h)
- Adaptation of work rules necessary to provide these working schedules
- Written request of the employee – to be confirmed **every 6 months** – addendum to be made (and presented to H&S Committee / Trade Union Delegation)
- Employer:
  - can refuse but needs to motivate
  - may not impose any retaliation measures (however no sanction provided)

## Alternating working hours

- Possibility to work more hours (up to 45h) one week and less hours the other week
- Adaptation of work rules necessary to provide these working schedules
- Written request of the employee – to be confirmed **every 6 months** – addendum to be made (and presented to H&S Committee / Trade Union Delegation)
- Employer:
  - can refuse but needs to motivate
  - may not impose any retaliation measures (however no sanction provided)

## Notification for variable part-time schedules

- Notification term which must be respected in case of variable part-time working schedules, is prolonged:
  - Min. 7 working days in advance (instead of 5 working days)
  - Can be lowered to 3 working days (instead of 1 working day) based on an industrial CBA

# Flexible working time



## Night work in e-commerce

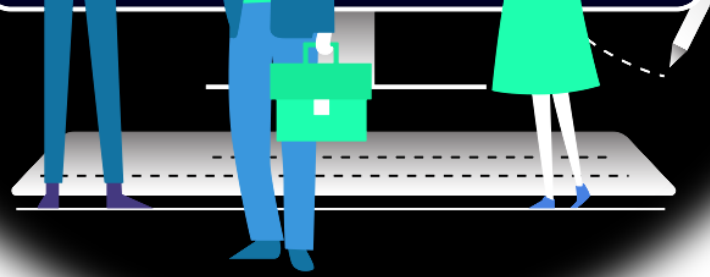
- Night work = work between 20h00 and 6h00
  - ⇔ The Netherlands: as of 24h00
  - ⇔ Germany: as of 23h00
- In case company wants to introduce night work:
  - If there is a trade union delegation:
    - Negotiations with *all* represented trade unions
    - Via collective bargaining agreement
  - If there is no trade union delegation: via change to the work rules



## Increased flexibility by:

- Possibility to introduce 'experiments' on evening work in e-commerce between 20h00 and 24h00
  - One-time opportunity (per TBU) – max 18 months
  - With employees who volunteer to participate
  - No agreement with trade unions needed – however “consultation with employees’ (representatives)” is necessary
  - Inspection Services + Joint Labour Committee must be informed
  - Evaluation after termination of the experiment
- Possibility to introduce night work between 20h00 and 24h00 in e-commerce via CBA concluded with **one** trade union delegation

# Platform workers



Mandatory **work accident insurance** for all platform workers – irrespective of their social status (employee | self-employed)



## **Rebuttable presumption** on the **nature of the working relationship**:

- Introduction of 8 specific criteria (unknown to date)
- Platform workers are presumed to be employees if:
  - at least 3 out of 8 criteria are met; or
  - at least 2 out of the last 5 criteria are met

≈ Draft EU Directive: Platform worker is an employee if 2 or more of the below criteria are met:

- 1) Platform determines/sets upper limits for the fees
- 2) Platform imposes specific rules with regards to appearance; conduct towards the recipient of the service; or performance of the work
- 3) Platform supervises the performance of work or verifies the quality of the results, including by electronic tools
- 4) Platform limits the freedom to organize the work (a.o. discretion to choose working hours/absence, accept/refuse tasks, use subcontractors)
- 5) Platform limits the possibility to build a client base or perform work for any third party

# Training



## WHAT?

- **Individual** right to a minimum number of training days: 3 days (2022), 4 days (2023) and 5 days (as of 2024) per full-time equivalent
- **Obligation to draft an annual training plan:** list of training courses/target group

## WHO?

- **Training days:**  
**<10 employees: N/A**  
**10-19 employees: Average of 1 day per FTE**  
**20 employees or more: New regulation fully applicable**
- **Annual training plan: as of 20 employees**

## HOW

## FORMALITIES

- Annual training plan needs to be submitted to the employee(s) (representatives) for advice
- Individual right to be executed by CLA or individual training account

## 5 YEAR AVERAGE

- Balance of training days can be transferred to the next year
- Minimum number of days should be respected as an average during a reference period of 5 years

## DEVIATIONS

- In/decrease of number of days possible at sector level
- Minimum of 2 days

# Right to disconnect





Any questions? Reach out!



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