

# The Labour Deal in Belgium

## A flash update on the latest employment legislation

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The Belgian federal government has approved the so called Labour Deal including measures to further boost the employment rate in Belgium and to better organise new ways of working. The measures focus definitively on more flexible ways of working to better reconcile work and private life on one hand while boosting the Belgian employment rate by focusing on enhancing the employee's skill set. In a nutshell, employees will have the possibility to perform their full time job in a four-day work week or will be able to opt for variable weekly working hours for a certain period of time (with a maximum of six months but renewable). Employees will also have the right to disconnect from work by limiting the use of ICT-applications and employees will be entitled to additional training days.

The Labour Deal includes some further measures that contribute to a dynamic labour market and that affect e-commerce activities. Below we present a brief overview of topics in the Labour Deal that are likely the most impactful for your company:

### The four-day work week

While this might be perceived as a major change, this is not the case and in practice a four-day working week is not breaking new ground. In our experience, we have seen that some companies already allow their employees to work under a four-day work week scheme. In brief, the four-day-work week allows employees to work more daily hours for four days if the week with one additional day off per week in return. Concretely employees working a four-day week will have to work 9.5 hours per day if the four-day work week is introduced through the employer's work regulations or up to 10 hours per day if the four-day working week is introduced through a collective bargaining agreement concluded at company level. It is important to note that the four-day working week is not a right for the employee but should be requested in writing and can be refused by the employer for business reasons. Justification for the refusal needs to be provided within one month of the request being received. Any agreement with respect to the four-day working week must be in writing and is only valid for a renewable period of six months.

### Alternated work regime

The alternated work regime allows an employee to make their work more flexible by working more hours one week and less another week. This is primarily a change that may benefit (for example) divorced parents with children. The alternated work regime is introduced through the employer's work regulations. The work regulations should contain mandatory elements such as the average weekly working hours, the minimum and maximum limits per day and per week (without however exceeding 45 hours per week). Additionally, there should also be an agreement (for example annexed to the existing employment contract) that defines the working cycle as well as the start and end of the alternated work regime. As for the four-day work week, the initiative to benefit from this alternated work regime lies with the employee who can request it in writing for a renewable period of six months. Again, the employer must justify their refusal within one month of the request.



## The right to disconnect

The increased availability and use of various ICT tools and the increased model of homeworking or hybrid working is blurring the lines between leisure and work. The right to disconnect therefore aims to make employers and employees better aware of the reasonable use of ICT tools outside of working hours. Employers with at least 20 employees would be required to respect the right of employees to be "offline" after working hours. Employers are required to introduce written rules that formalise the right to disconnection. This should be done through a collective bargaining agreement at the company level or through the work regulations, unless a sectoral collective bargaining agreement already regulates it. Employers should thus check for sectoral initiatives and, if not, conclude a collective bargaining agreement or amend their work regulations before 1 January 2023. Employers should also consider awareness-raising actions and training for their employees. Employers should provide training in particular to management to promote the right to disconnection.

## Training plans

The Labour Deal states retroactively and effective from 1 September 2022, that all employers with at least 20 employees must prepare an individual training plan each year, determining the proposed training(s) and the employee target group. This plan must be in place by 31 March each year, commencing on 31 March 2023. In the absence of a Works Council or Trade Union Delegation, the proposed individual training plan has to be submitted to the employees directly.

## Individual right to training

The obligation for certain employers to establish a training plan stems from the fact that the Labour Deal states that employees in companies with at least 10 employees are entitled to a number of individual training days. For employers with between 10 and 20 employees, this can be limited to one training day per year. The practical implementation of the training days is done through a universally binding collective bargaining agreement or the allocation of training days on an individual training account to be set up by the employer. As a result you should monitor which training initiatives you should like to take if applicable.

## Activating measures for dismissed employees

Employees who are dismissed with a notice period of at least 30 weeks from 1 January 2023 are entitled to be absent from work during the last third of the notice period to follow upskilling measures including coaching and training while maintaining their remuneration. The value of these upskilling measures is equal to the amount of the employer's social security contributions to this final third of the notice period and would be financed by the employer's social security contributions during said period.

**Please note that the above list is not fully exhaustive but is a selection of topics in the Labour Deal we have curated for your convenience. Do not hesitate to get in touch with us if you require more information on the Labour Deal in general or on a specific topic. We are happy to assist you with any challenge you may face implementing the Labour Deal.**

## Key contacts



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