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Good Offices Commission

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Social legislation applicable to certain staff members employed in diplomatic missions and consular posts

Foreword

In Belgium, the number of diplomatic missions (diplomatic missions, permanent representations and delegations to international organizations) and consular posts is estimated at 303.
They employ more than 8000 persons.

It must be pointed out that the sending States and the diplomats they send sometimes encounter difficulties in understanding the notion of social protection, which can vary according to the nature of their staff members. This situation is also a result of the fact that they are not always aware of the obligations inherent to social protection, as is the case with the payment of the holiday pay.

The present brochure, which has been developed on the initiative of the Good Offices Commission, is intended to inform diplomatic missions and consular posts, which employ locally recruited staff, about the legal rules and the main procedures that can be applied.
For complete information, it also offers some specific developments concerning domestic staff and members of the service staff.

This brochure supplements the information provided during the workshops that the Good Offices Commission has organized for the last two years in cooperation with the Protocol Directorate.

As a result, the aim of this brochure is to make diplomatic missions and consular posts aware of their responsibilities and to draw their attention to the possible measures which could be taken by the Protocol Directorate in case of non-compliance with Belgian social legislation, as well as to the potential workers' appeals to the labour courts.

For more specific information regarding particular factual situations, the Good Offices Commission invites you to send your request to the following address :

commissiondesbonsoffices@emploi.belgique.be

The purpose of this brochure is to outline the regulations and their interpretation; it must be considered as an informational resource, without prejudice to the sovereign assessment of the courts and tribunals on certain positions addressed by it.

Chapter I : Good Offices Commission

1.1. History

In 2005, the King Baudouin Foundation launched an awareness-raising campaign on the situation of international domestic staff in Belgium, in cooperation with the FPS "Employment, Labour and Social Dialogue", the Protocol Directorate of the FPS "Foreign Affairs, Foreign Trade and Development Cooperation" and the National Labour Council.

As a result of this cooperation, the Director-General of the Directorate-General "Social Legislation Supervision" of the FPS Employment was appointed to act as an intermediary in the event of dispute between diplomatic missions and consular posts, on the one hand, and their staff members, on the other hand. Most of the cases examined revolve around non-compliance with social and tax legislation.

In 2011, the ILO's (International Labour Organization) Convention 189 concerning decent work for domestic workers was adopted during the International Labour Conference of the ILO.

In October 2011, the Director-General of the Directorate-General "Social Legislation Supervision" and the Protocol Directorate participated in a seminar organized by the trade unions, from which emerged the will to create a Good Offices Commission (proposal made by the Minister of Employment, Monica De Coninck).

On 23 May 2013, the ministerial circular letter establishing the Good Offices Commission entered into force.

The purpose of this brochure is to inform diplomats about the Belgian social regulations applicable :

- to local staff members employed by diplomatic missions and consular posts ;
- to private servants who are in the service of a person with diplomatic or consular status and who are present on Belgian territory.

1.2. Composition

It is composed of members from :

- the Directorate-General "Social Legislation Supervision" of the FPS "Employment, Labour and Social Dialogue" ;
- the Protocol Directorate of the FPS "Foreign Affairs, Foreign Trade and Development Cooperation" ;
- the National Social Security Office ;
- the Directorate "International Relations" of the FPS "Finances" ;
- the FPS "Social Security" ;
- the trade unions.

The Director-General of the "Social Legislation Supervision" of the FPS Employment is chaired by the Good Offices Commission and the Deputy Chief of the Protocol Directorate of the FPS "Foreign Affairs" acts as its vice-chairman of it.

1.3. Missions

The main missions of the Good Offices Commission consist in analyzing the disputes between the staff members of diplomatic missions and consular posts, recruited in Belgium, and their employers, in providing advice in order to reach amicable settlements, in informing diplomatic missions and consular posts about their obligations and in making proposals in order to improve the working conditions of the aforementioned staff members.

1.4. Procedure

Complaints from staff members recruited in Belgium and working for diplomatic missions and consular posts are sent :

- either directly to the Commission's secretariat by the workers themselves,
- or by members of the Commission.

A special e-mail address has been created in order to receive complaints or requests for information : commissiondesbonsoffices@emploi.belgique.be

1.5. Social secretariat

The Good Offices Commission advises diplomatic missions and consular posts to affiliate with a social secretariat, which will help them carry out some of the administrative formalities imposed by Belgian social legislation. It may prove very useful to call on a certified social secretariat in order to complete these complex steps on behalf of diplomatic missions and consular posts.

The affiliation with a social secretariat is not mandatory. However, certified social secretariats are recognized and controlled by the public authorities.

1.6. Drafting of documents

To date, the Good Offices Commission has drafted two documents :

- a model full-time and part-time employment contract
- model work rules

These documents are annexed to the present brochure. They have been drafted to help diplomatic missions and consular posts respect the rules of Belgian labour law.

The Good Offices Commission strongly recommends making use of these documents.

They are available in French, Dutch and English.

Chapter II : Local staff - Labour regulations in Belgium

Legal references

- Law of 5 December 1968 on joint committees and collective labour agreements, amended by the Law of 15 January 2018 on various provisions relating to employment *(Belgian Official Gazette, 05.02.2018) ;*
- Law of 12 April 1965 on the protection of the workers' remuneration *(Belgian Official Gazette, 30.04.1965) ;*
- Law of 3 July 1978 on employment contracts *(Belgian Official Gazette, 22.08.1978) ;*
- Law of 4 August 1996 on the well-being of workers in the performance of their work *(Belgian Official Gazette, 18.09.1996) ;*
- Workplace well-being code *(Belgian Official Gazette, 02.06.2017) ;*
- Law of 14 December 2000 setting some aspects of the working time organization in the public sector *(Belgian Official Gazette, 05.01.2001) ;*
- Law of 5 September 2001 aimed at improving the employment rate of workers *(Belgian Official Gazette, 15.09.2001) ;*
- Law of 23 December 2005 relating to the solidarity pact between generations *(Belgian Official Gazette, 30.12.2005) ;*
- Law of 26 December 2013 concerning the introduction of a single status between manual workers and employees as regards notice periods and the unpaid first day as well as accompanying measures *(Belgian Official Gazette, 31.12.2013) ;*
- Royal Decree of 11 October 1991 setting out the detailed provisions governing the exercise of the right to a leave for compelling reasons *(Belgian Official Gazette, 06.12.1991) ;*
- Royal Decree of 10 April 2014 granting to certain workers the right to parental leave and to the leave for assistance of a member of the household or the family, who is seriously ill *(Belgian Official Gazette, 23.04.2014).*

The Belgian labour regulations apply to locally recruited staff of the diplomatic mission or the consular post.

The Protocol Directorate defines locally recruited staff as : "locally recruited staff members employed by diplomatic missions, permanent representations and consular posts, who are in the conditions to work in Belgium and are subject to the provisions of Belgian labour law and Belgian social security laws."
These are members of staff who do not enjoy a privileged status under the Vienna Conventions on Diplomatic Relations and on Consular Relations.
This category of staff does not receive any special identity cards from the Protocol Directorate.

Persons recruited in Belgium are subject to the mandatory provisions of Belgian labour law.
Employers and workers are not allowed, on pain of nullity, to conclude an employment contract that infringes upon infringing these mandatory provisions on pain of nullity.

Since 15 February 2018, diplomatic missions, permanent representations and foreign consular posts established in Belgium, which employ locally recruited staff, are obliged to respect the working and remuneration conditions provided for in the collective labour agreements concluded within the joint committee or committees to which they belong.

The activity mainly carried out by locally recruited staff members determines the competent joint committee.

Normally, a diplomatic mission, a permanent representation or a consular post falls under the Auxiliary Joint Committee for the non-market sector (= CP 337) except for workers employed mainly in gardening work, who fall under the Joint Committee for horticultural enterprises (= CP 145), or for workers hired under a domestic employment contract, for whom the Joint Committee for the management of buildings, estate agents and domestic workers (= CP 323) is competent.

For such locally recruited persons, diplomatic missions must respect the salaries, the indexation, the reimbursement of transport costs or other benefits provided for by the Joint Committee concerned.

The working and remuneration conditions of CP 337 and CP 145 are described in this chapter.
However, the working and remuneration conditions of CP 323 are detailed in Chapter 7 "Domestic staff".

2.1. Employment contract

The employment contract is a contract by which a person - the worker - undertakes to perform work in return for remuneration by another person - the employer - under the authority of the latter.

The employment contract must state :

- the contact details of the employer and the worker ;
- the tasks carried out by the worker ;
- the work schedules ;
- the remuneration ;
- the benefits granted to the worker.

Obligations of the worker

The worker is required to :

- perform his work carefully, honestly and conscientiously, at the time and place determined and under the conditions agreed upon ;
- act in accordance with the orders and instructions given to him by the employer, his agents or representatives, for the fulfilment of the contract ;
- refrain, both during the term of the contract and after the termination of it, from disclosing trade or business secrets, as well as any personal or confidential case that would have come to his knowledge during the course of his professional activity or from performing any act of unfair competition or cooperating in such an act ;
- refrain from any act that could endanger either his personal safety or that of his colleagues, his employer or third persons ;
- return in good condition to the employer the work instruments and basic materials entrusted to him.

Obligations of the employer

The employer is required to :

- employ his worker at the time and place determined and under the conditions agreed upon, in particular by making in principle at his disposal the aid, the tools and the basic materials necessary for the performance of the work ;

- provide work for the worker, according to the schedules agreed upon, either in the employment contract or in the work rules ;
- ensure that the work is performed in appropriate conditions in terms of safety and health of the worker and that first aid is provided for in case of accident ;
- pay the remuneration at the time and place determined and under the conditions agreed upon ;
- declare his locally recruited workers to Belgian social security, subject to the application of Chapter III « Social security » ;
- provide the worker with suitable housing as well as with healthy and sufficient food if he has committed himself to provide food and lodging ;
- give the worker the time required to observe the practices of his religion, as well as the civic obligations resulting from the law ;
- devote the attention and care necessary to the orientation of workers and, in particular, of young workers ;
- take due care in storing the working tools belonging to the worker and the worker's personal belongings which must be entrusted to the employer for safekeeping. The employer is in no case entitled to withhold these working instruments or these belongings.

There are several types of employment contracts :

- **Contract of indeterminate duration**

= no formal requirements.
= if the parties have made no provision thus regarding, the contract is automatically deemed to have been concluded for an indeterminate duration.

- **Fixed-term contract**

= must be drawn up in writing.
= one written contract per worker.
= no later than the time when the worker comes into service, i.e. when the worker starts working.
= it is a contract in which the employer and the worker determine in advance the duration of the contract.
= if these conditions are not met, the employment contract will be deemed to be a contract of indeterminate duration.

Warning : in principle, the Belgian legislation does not allow to conclude several successive fixed-term contracts.

When the parties conclude successive fixed-term employment contracts, with no intervening period that can be attributed to the worker, they are deemed to have concluded an employment contract of indeterminate duration.

This will not be the case if the employer demonstrates that these employment contracts are justified, either by the nature of the work (seasonal work) or by other legitimate reasons (such as a performance).

In case of doubt, it is up to the labour court to assess if these reasons are justified.

The reasons for justifying the succession of contracts must be beyond the employer's control and may not reveal any intention of evading the rules applicable to the termination of a contract concluded for an indeterminate duration.

However, there are two possibilities for legally concluding successive fixed-term employment contracts :

1. Successive employment contracts for up to 2 years
The employer and the worker can conclude up to 4 successive fixed-term employment contracts, provided that the duration of each of them is not less than 3 months and that the total length of these contracts does not exceed 2 years.

2. Successive employment contracts for up to 3 years
Subject to the prior authorization by the Directorate-General "Social Legislation Supervision" of the FPS Employment, successive fixed-term employment contracts can be concluded, with a minimum duration of 6 months per contract, provided that the total duration of these contracts does not exceed 3 years.

- **Full-time employment contract**

= maximum working time applicable in the company.

- **Part-time employment contract**

= must be drawn up in writing.
= for each worker individually.
= no later than the time when the worker begins to fulfill his employment contract (Article 11bis of the Law of 3 July 1978 on employment contracts).

→ This document must state :

- the part-time work pattern, i.e. the number of working hours that the part-time worker undertakes to perform, either by week or on average over a reference period ;
- the work schedule, i.e. the distribution of working days and hours over the week or a cycle of several weeks (except in case of a variable work schedule).

2.2. Termination of the employment contract

Each of the parties may decide to terminate the employment contract at any time. However, the party which unilaterally terminates the employment contract is required to respect certain specific terms.
Dismissal = when the employer breaks the contract.
Resignation = when the worker breaks the employment contract.

When the employer dismisses a worker with at least six months' seniority, he must ensure that he complies with the rules on the statement of reasons for the dismissal. This rule is imposed upon by the Collective Labour Agreement 109 applicable to workers and employers in the private sector who are covered by the Law of 5 December 1968 on collective labour agreements and joint committees.

Moreover, at the end of the employment relationship, the employer is required to issue several social documents to the worker as well as a certificate establishing the start and end dates of the contract and the nature of the work performed (form C4). These are important documents for the worker.

What are the various possible ways to terminate an employment contract ?

- **The agreement of the parties (= termination agreement by common consent)**

The employer and the worker can terminate any employment contract at any time.
No compensation is due. However, the parties can provide for a compensation that they set autonomously.

!!! The termination by common consent has, in principle, a negative impact on the right to unemployment benefits.

- **Serious reasons**

The employer (or the worker) may, for serious reasons, terminate immediately the working relationship without notice or compensation.

Serious reasons are defined as any fault which makes it immediately and definitively impossible for the two parties to collaborate on professional level. The party which invokes serious reasons has to prove their existence.

A strict procedure must be followed on pain of nullity :

- the party which terminates the contract for serious reasons must notify the termination of the contract within a (first) period of three working days, starting from the day following the date on which the incriminated acts are known. It is strongly recommended to confirm this termination in writing ;
- in addition, the person who has terminated the contract for serious reasons must notify the other party of the alleged serious reasons within a second period of three working days following the termination of the contract. This period of three working days starts on the day following the date on which the contract is broken.

Notification of the serious reasons must be made :

- either by the delivery of a written document to the other party, the latter adding its signature on the copy of this document as proof of receipt ;
- or by registered postal mail ;
- or by means of a bailiff's writ.

In practice, the decision to terminate the employment contract and the notification of the serious reasons can be communicated simultaneously in a single letter sent within three working days following the day on which the employer has become aware of the serious reasons beyond any doubt.

The party which invokes serious reasons has to their existence.
In the event of a dispute, the Labour Courts will assess the serious reasons invoked.

- **Termination of the contract of indeterminate duration subject to notice**

The normal way of unilaterally terminating an employment contract of indeterminate duration consists in respecting a notice period, i.e. a prior notification to the other party that one wishes to terminate the contract.

- **Termination of the contract of indeterminate duration subject to compensatory indemnity in lieu of notice**

The employer or the worker who terminates the employment contract, without serious reasons and without notice, or with an insufficient notice, must pay the other party a compensatory indemnity in lieu of notice.

The compensatory indemnity in lieu of notice is equal to the remuneration corresponding to the duration of the notice, which has not been notified or performed.

- **Termination of the fixed-term contract or the contract concluded for a clearly defined work**

The end of the term (fixed date or end of the employment contract for a clearly defined work) automatically terminates the employment contract, without the necessity to respect a notice or to pay any compensation whatsoever.

If the contract has been concluded for a fixed-term or for a clearly defined work, the party which terminates the contract before the end of the term and without serious reasons is required to pay to the other party a compensation equal to the amount of the remuneration which was outstanding until the expiry of this term. However, such an amount may not exceed twice the remuneration corresponding to the duration of the notice period which should have been respected if the contract had been concluded without fixed-term.

When the contract is concluded for a fixed-term or for a clearly defined work, each of the parties may terminate the contract before the end of the term and without serious reasons *during the first half of the duration agreed upon,* but the period during which a notice is possible may not exceed six months. Each of the parties is required to pay to the other party a compensation equal to the remuneration corresponding either to the duration of the notice established in the first subparagraph, or to the remaining part of this duration.

Rules concerning the notice

The notice must take the form of a written document stating the beginning and the duration of the period of notice. In the absence of **these mentions**, the notice is considered as void. This nullity does not affect the validity of the notice, with the result that the contract is immediately terminated. The party terminating the contract will then be liable for payment of the compensatory indemnity in lieu of notice.

→ The notification of a notice given by the worker

This notice must be notified either :

- by the delivery of a written document to the employer who signs a copy for acknowledgment of receipt ;
- by registered postal mail entering into effect on the third working day following the date of its dispatch ;
- by means of a bailiff's writ.

The notice that has not been notified in one of **the ways** outlined above is void. However, this nullity is only relative and may be accepted by the employer. This means that he may accept the effect of the notice given by the worker, even if the formality of its notification has not been respected.

→ The notification of a notice given by the employer

The notice may be notified :

- by registered postal mail entering into effect on the third working day following the date of its dispatch ;
- by means of a bailiff's writ.

It cannot be notified by the delivery of a written document to the worker. This irregularity may not be accepted.

Periods of notice

In order to determine the notice period applicable, it is important to distinguish :

- the start date of the contract (before or as of 01.01.2014) ;
- if the contract is being terminated by the employer (dismissal) or by the worker (resignation) ;
- if the worker is a manual worker or an employee.

The notice period starts on the Monday following the week in which the notice has been notified.
The duration of the notice period varies according to the seniority of the worker and depending on the party that terminated the contract (employer or worker).

In certain cases of suspension of the fulfilment of the employment contract, determined by law, the expiry of the notice period will be suspended. This means either that the notice period does not start, or that it is interrupted during the suspension of the fulfilment of the employment contract.
The suspension of the notice period applies only in case of contract termination by the employer. In case of resignation, the notice period will never be suspended.

Cases of suspension of the notice period :

- illness or accident ;
- annual vacation ;
- maternity leave ;
- removal from work of the pregnant or breastfeeding woman ;
- pre-trial detention ;
- compensatory rest periods granted in execution of the regulations on working time ;
- full career break or full suspension within the framework of time credit or thematic leave ;
- economic unemployment and temporary unemployment as a result of bad weather.

The notice period is interrupted during the suspension of the fulfilment of the employment contract. After this suspension, the notice period will continue. When the employer notifies the notice during a suspension of the fulfilment of the employment contract, the notice period will start solely after this suspension period.

Periods of notice – Procedure

If the dismissal concerns a worker bound by an employment contract which has started before 1 January 2014, the notice period applicable is determined by adding up the two results : Part I + Part II.

Part I of the notice period is calculated on the basis of the seniority acquired on 31 December 2013.

PART I : EMPLOYEES

A distinction must be made between “lower level” employees and “higher level” employees on 31 December 2013.

“Lower level” employees are those whose annual gross salary did not exceed 32.254 € on 31 December 2013. “Higher level” employees are those whose annual gross salary exceeded 32.254 € on 31 December 2013.

" Lower level" employees (annual gross salary < 32.254 €)
The first part of the notice period is equal to 3 months for each 5-year-period of seniority started. This rule must be applied to the seniority that the employee had acquired up until 31 December 2013.

EMPLOYEE	**Service seniority up until 31/12/2013**	**Notice period to be observed by the employer (dismissal)**	**Notice period to be observed by the worker (resignation)**
Employee who earns less than 32.254 €	Less than 5 years	3 months	1,5 month
	From 5 years to less than 10 years	6 months	3 months
	From 10 years to less than 15 years	9 months	3 months
	From 15 years to less than 20 years	12 months	3 months

"Higher level" employees (annual gross salary > 32.254 €)
The first part of the notice period is equal to 1 month per year of seniority started, with a minimum of 3 months. This rule must be applied to the seniority that the employee had acquired up until 31 December 2013.

PART II : MANUAL WORKERS

In the public sector, the calculation of Part I differs also depending on whether the start date of the fulfilment of the employment contract was before or as of 1 January 2014.

→ Concerning employment contracts for manual workers, which have started **before 1 January 2014**, Part I, i.e. the notice periods corresponding to the seniority acquired since the entry into employment till 31 December 2013, is calculated by applying the Law in force on 31 December 2013.

These periods of notice are the following ones :

Seniority	Notice
From 0 to less than 6 months	28 days (4 weeks)
From 6 months to less than 5 years	35 days (5 weeks)
From 5 years to less than 10 years	42 days (6 weeks)
From 10 years to less than 15 years	56 days (8 weeks)
From 15 years to less than 20 years	84 days (12 weeks)
From 20 years to over 20 years	112 days (16 weeks)

→ Concerning employment contracts for manual workers, which have started **as of 1 January 2014**, Part I, i.e. the notice periods corresponding to the seniority acquired since the entry into employment up until 31 December 2013, is calculated by applying the Law in force on 31 December 2013.

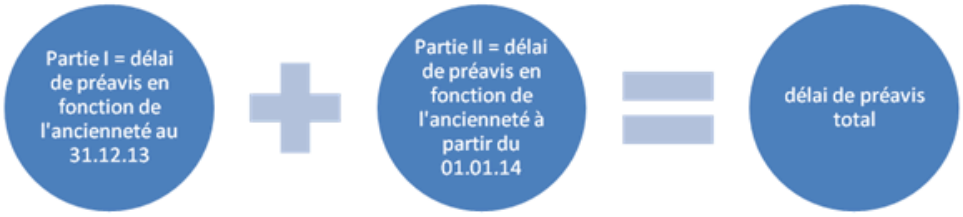
These periods of notice are the following ones :

Seniority	Notice
From 0 month to less than 6 months	28 days
From 6 months to less than 5 years	40 days
From 5 years to less than 10 years	48 days
From 10 years to less than 15 years	64 days
From 15 years to less than 20 years	97 days
From 20 years to over 20 years	129 days

Part II of the notice period is calculated on the basis of the seniority acquired up until 1 January 2014. The notice period must be calculated as if the worker entered into employment on 1 January 2014. The counter is then reset on that date.

Seniority	**Dismissal**	**Resignation**
From 0 month to less than 3 months	2 weeks	1 week
From 3 months to less than six months	4 weeks	2 weeks
From 6 months to less than 9 months	6 weeks	3 weeks
From 9 months to less than 12 months	7 weeks	3 weeks
From 12 months to less than 15 months	8 weeks	4 weeks
From 15 months to less than 18 months	9 weeks	4 weeks
From 18 months to less than 21 months	10 weeks	5 weeks
From 21 months to less than 24 months	11 weeks	5 weeks
From 2 years to less than 3 years	12 weeks	6 weeks
From 3 years to less than 4 years	13 weeks	6 weeks
From 4 years to less than 5 years	15 weeks	7 weeks
From 5 years to less than 6 years	18 weeks	9 weeks
From 6 years to less than 7 years	21 weeks	10 weeks
From 7 years to less than 8 years	24 weeks	12 weeks
From 8 years to less than 9 years	27 weeks	13 weeks
From 9 years to less than 10 years	30 weeks	13 weeks
From 10 years to less than 11 years	33 weeks	13 weeks
From 11 years to less than 12 years	36 weeks	13 weeks
From 12 years to less than 13 years	39 weeks	13 weeks
From 13 years to less than 14 years	42 weeks	13 weeks
From 14 years to less than 15 years	45 weeks	13 weeks
From 15 years to less than 16 years	48 weeks	13 weeks
From 16 years to less than 17 years	51 weeks	13 weeks
From 17 years to less than 18 years	54 weeks	13 weeks
From 18 years to less than 19 years	57 weeks	13 weeks
From 19 years to less than 20 years	60 weeks	13 weeks
From 20 years to less than 21 years	62 weeks	13 weeks
From 21 years to less than 22 years	63 weeks	13 weeks
From 22 years to less than 23 years	64 weeks	13 weeks
From 23 years to less than 24 years	65 weeks	13 weeks
From 24 years to less than 25 years	66 weeks	13 weeks
From 25 years to less than 26 years …	67 weeks	13 weeks

Sum of Parts I and II



The notice period to be respected is determined by summing up the result of the first and second parts. **The notice period thus obtained also applies to the calculation of the dismissal compensation.**
Documents to be delivered at the end of the contract

Upon effective termination of the employment contract, the employer must carry out some payments and deliver social documents.

Documents to be delivered to the worker upon termination of the contract :

- the holiday certificate(s) (this document only applies to employees). This document shows among other things the number of days of leave already taken by the worker as well as the gross amounts of the holiday pays that have been paid to him during the year in which the contract ends ;
- the form C4, which enables the worker to be entitled to unemployment benefits ;
- the employment certificate stating solely the start and end dates of the contract as well as the nature of the work performed ;
- the tax statement 281.10 ;
- the pay statement for the work performed lastly.

In addition to other possible elements relating to the specific situation of the worker concerned, the employer must pay :

- the remuneration that has not yet been paid for the work actually performed ;
- the end of year bonus if it is due proportionally to the work performed ;
- the possible compensatory indemnities in lieu of notice ;
- the holiday pay called « exit holiday pay ». This exit holiday pay represents the remuneration for the remaining days of leave in the year of the dismissal as well as the days of leave for the next year.

Outplacement (vocational rehabilitation)

Outplacement aims to provide the dismissed worker with tools enabling him to find a new job.

It is defined as a set of guidance services and advice provided to an individual or to a group by a service provider, on behalf of an employer, in order to enable a worker to find himself and as quickly as possible a new job with a new employer or to develop a professional activity as a self-employed person.

The law provides for three types of outplacement :

- the general outplacement scheme ;
- the special outplacement scheme for workers aged 45 and over ;
- the specific outplacement scheme in the event of active management of restructuring.

The Regions are responsible for organizing outplacement and approving vocational rehabilitation service providers. The implementing rules for this measure were laid down in Collective Labour Agreement 82 of 10 July 2002 on the right to vocational rehabilitation for workers aged 45 and over who are dismissed.

• About outplacement in general, contact the regional employment services. For Brussels, it is ACTIRIS www.actiris.be

2.3. Working time

The working time is set at 38 hours per week on average for a full-time equivalent, spread over five days.
All time spent at the disposal of the employer is considered as working time.
In the public sector, overtime is considered as hours in excess.
If the limit of 11 working hours a day is exceeded, the worker must be able to reclaim these hours by means of a compensatory rest time.
If, on an average of four months, the working time exceeds the 38 hours on average per week, the worker must benefit from a rest time corresponding to the hours in excess.
This applicable legislation provides for a compensatory rest in case of overtime.
However, by way of exception, in the case of unforeseeable circumstances requiring urgent response, compensatory rests may be replaced by a financial compensation, subject to the agreement of the worker.
The time and date at which compensatory rest will be taken, must be mutually agreed upon by the employer and the worker.

2.4. Remuneration

Remuneration is the counterpart of the work performed. It is thus one of the essential elements of the employment contract.
The employer must pay the agreed remuneration.
The lack of payment in a timely manner of the agreed remuneration constitutes an infringement penalized by the Social Criminal Code. The Law on remuneration protection aims at guaranteeing that a worker can freely dispose of his salary and at combating infringements as regards payment of the remuneration.
The date for payment of the salary is provided for in the Law or the work rules.
The pay slip and the individual statement must include the exact amount of the remuneration actually paid to the worker.

Since 1 October 2016 it is no longer possible to pay the salary cash-in-hand. It must be paid cashless, into the bank account of the worker.
If the employer continues to pay the remuneration in cash beyond 1 October 2016, a penalty is possible.
If the worker's remuneration is regarded as not having been paid, he or she may demand the correct payment.

The law does not provide for exemptions from the principle of the cashless payment of remuneration for workers employed in diplomatic missions and consular posts.
However, it is possible to pay the remuneration of these workers by circular cheque or postal order.
In Belgium, salaries are not fixed by law. In most cases, they are set through a Collective Labour Agreement. Collective Labour Agreements (CLA) are agreements concluded in Joint Committee

between the trade unions and the employers, either at company level, or at the level of the activity sector.

However, the guaranteed average monthly minimum income of the National Labour Council (NLC) is the absolute lower limit for the remuneration. The NLC has concluded several Collective Labour Agreements on the minimum income.
Collective Labour Agreement 43 on the guaranteed average monthly minimum income applies to workers aged 18 or over who perform work under an employment contract.

→ **As Joint Committee 337** has not adopted a specific scale for the sector, the guaranteed average monthly minimum income (GAMMI) therefore applies to workers who fall under CP 337. This income is :

- 1 593,81€ for workers aged 18 and more ;
- 1 636,10€ for workers aged 19, with six months seniority ;
- 1 654,90€ for workers aged 20, with twelve months seniority.

The above amounts are valid as of 01/04/2018.

Being subject to the indexation system, these amounts are regularly adjusted. It is therefore advisable to consult the website : www.salairesminimums.be

→ Concerning Joint Committee 145, the scales are as follows :

Category	18 years	17 years	16 and 15 years
	100%	85%	70%
1	12,56	10,68	8,79
2	12,95	11,01	9,047
3	13,76	11,70	
4	14,08		
5	14,84		
3 with 10 years' experience	14,84		
4 with 5 years' experience	14,84		

Occupational classification

Category 1 :

Worker without experience or training in the green sector, performing his tasks without autonomy

Category 2 :

- Category 1 worker after 18 months seniority
- Experienced basic worker working under the responsibility of another person who has a relative autonomy in carrying out the tasks required

Category 3 :

Worker who performs all technical functions independently

Category 4 :

Same as category 3, who is also in charge of one or more employees in the lower categories

Category 5 :

Worker in charge of category 4 workers
Category 3 worker with at least 10 years of experience in the parks and gardens sector
Category 4 worker with at least 5 years of experience in the parks and gardens sector

Seniority bonus for workers covered by CP 337 :

After 5 years with the company : 0,5 %
After 10 years with the company : 1 %
After 15 years with the company : 1,5 %.
After 20 years with the company : 2 %.

2.5. Indexation

The salary agreed upon by the employer and the worker does not remain at the same level indefinitely. Indeed, the salary is indexed in order to guarantee that it retains the same purchasing power for the worker.
In Belgium, most workers benefit from automatic indexation of salaries on the basis of the consumer price index.
The index is the number that expresses the change in prices of a series of services and products that are often consumed, the so-called consumer price index.

However, this is not provided for by law.

The terms of the indexation mechanism are also determined by collective labour agreements.

Thus, to determine the amount of wage indexation, each sector can set a trigger index. In this case, when the trigger indices are exceeded, wages are indexed. This mechanism makes it possible to avoid indexation at the time of each inflation since this said indexation is must first exceed of a certain ceiling.

Another system consists in taking into account the so-called smoothed index which is an average of the indices of the last 4 months. This mechanism helps to mitigate some of the fluctuations in inflation.

The index in use is the so-called health index. This includes consumer products, except tobacco, alcohol, etc., so that the price of unhealthy products does not have an impact on wage indexation.

The indexation mechanisms are divided into two categories.
On the one hand, indexation with a fixed percentage and at a variable time and, on the other hand, indexation with a variable percentage and at a fixed time.

For the first mechanism, the salary is indexed by a fixed percentage once the trigger index is exceeded. However, the timing of indexation is variable since it is not known when the trigger index will be exceeded.
In the second mechanism, indexation occurs at a fixed time, but the indexation percentage is not known in advance. It depends on the evolution of the indices at that time.

For workers covered by Joint Committee 337, the index is 2% on 1/07/2017.

2.6. Leaves that suspend the fulfilment of the employment contract

Under certain circumstances, or following a specific set of events relating to the worker concerned, the fulfilment of the employment contract is suspended :

- **Birth leave**

Following the birth of his child, the worker is entitled to be absent from work during ten days within four months from the date of delivery.

- **Adoption leave**

The worker who, in the case of an adoption, is matched with a child which he welcomes into his family, is entitled to an adoption leave. The duration of this leave depends on the age of the adopted child.

- **Leave for a foster parent**

The worker who is designated as a foster parent is entitled to be absent from work for a duration which may not exceed six days per year, in order to fulfill duties or to deal with situations related to the placement of a person with his family.

- **Maternity leave**

The maternity leave lasts 15 weeks. The leave which is taken before delivery is called prenatal leave. The duration of this leave is six weeks, including one compulsory week. If this week is not taken, it cannot be postponed and it is not compensated. The leave which starts on the day of delivery is called postnatal leave and it must last at least nine weeks.
The weeks of leave which have not been taken before the date of delivery must be added to the nine weeks of postnatal leave.
In the case of a multiple birth, the prenatal leave can last 8 weeks and the postnatal leave must be increased by 2 weeks.

During maternity leave, a maternity allowance is paid by the mutual insurance fund, provided one is declared to the Belgian social security. The amount of the allowance is set according to a percentage of the remuneration. During the first 30 days of the maternity leave, the allowance is calculated on the basis of the un-capped remuneration. After that, it is set according to a percentage of the capped salary, which is capped at 3.464,43 €/month since 1 April 2015.

At the beginning of the maternity leave, the pregnant worker sends her mutual insurance fund a medical certificate stating the presumed date of birth and the date on which she wishes to start her maternity rest period. Then the mutual insurance fund sends the worker an information form that has to be filled in, partly by herself and partly by the employer. After delivery, she must hand in a birth certificate to the mutual insurance fund. The end date of the maternity leave is calculated on the basis of this certificate. Within eight days following the end of the maternity leave, she must deliver to the mutual insurance fund a certificate indicating her return to work.

As soon as the worker is pregnant, she would be well advised to inform the employer about her condition.
Indeed, from that moment, a number of legal protection mechanisms come into effect. These relate to the health of the pregnant worker and the unborn child, as well as to working conditions. The

pregnant worker has for example the right, for example, to be absent from work for the time necessary to undergo the prenatal medical examinations which do not take place outside working hours.
Pregnant and breastfeeding workers may not perform any additional work.
The employer may not require a pregnant worker to perform night work during a period of eight weeks before the presumed date of birth. If she can produce a medical certificate, the worker may also refuse night work during other periods in the course of pregnancy and during a maximum period of four weeks following immediately the end of the postnatal leave. In that case, the employer is obliged to assign the worker daytime work or, if this is not possible, to suspend the fulfilment of the employment contract.

As soon as the employer knows about the pregnancy, a special period of protection against dismissal starts and the employer may not undertake any action to terminate the working relationship due to the fact that the worker is pregnant. This protection applies up to one month after the maternity leave (including the extensions of leave).

With regard to breastfeeding breaks, the worker has the right to interrupt her work in order to breastfeed her child or to pump breast milk.

The right to breastfeeding breaks can be exercised up to 9 months after the birth of the child.

A breastfeeding break lasts half an hour. A worker who works less than 7 and a half hours a day is entitled to a break. A worker who works at least 7 and a half hours a day is entitled to two breaks during that day (which can be taken as single break or separately).

In order to qualify, the worker must conclude an agreement with her employer, in which she determines when breaks will be taken.

Finally, the worker must provide proof that she is actually breastfeeding her child. This proof must be provided each month by means of a statement from an infant consultation centre or a medical certificate.

A worker who makes use of this right to breastfeeding breaks is protected against dismissal. This protection means that the employer may not unilaterally terminate the employment contract from the time when he has been informed of the exercise of the right to breastfeeding breaks until the expiry of a period of one month starting on the day following the expiry of the validity of the last statement or medical certificate, except for reasons unrelated to the physical state resulting from breastfeeding and/or pumping breast milk. The burden of proof for these reasons lies with the employer. At the worker's request, the employer shall inform her in writing.

Note : Breastfeeding breaks are an interruption of the employment contract and are not compensated by the employer. However, the worker is entitled to an allowance from the mutual insurance fund amounting to 82% of the last gross hourly wage.

- **Parental leave**

Workers employed in diplomatic missions and consular posts are entitled to parental leave.

In order to take care of his child, the worker is entitled :

- either to suspend the fulfilment of his employment contract, during a period of four months ; at the worker’s choice, this period may be split into months ;

- or to continue to work on a part-time basis, by working half-time during a period of eight months, when he is employed on a full-time basis ; at the worker's choice, this period may be split into periods of two months or of a multiple thereof ;
- or to continue to work on a part-time basis, in the form of a one-fifth reduction during a period of twenty months, when he is employed on a full-time basis ; at the worker's choice, this period may be split into periods of five months or of a multiple thereof.

The worker is entitled to parental leave :

- on the grounds of the birth of his child, until the child reaches his twelfth anniversary ;
- on the grounds of the adoption of a child, during a period starting from the entry of the child, as forming part of his household, in the population register or in the register of foreigners of the municipality in which the worker resides, until the child reaches his twelfth anniversary.

When the child suffers from a physical or mental incapacity of at least 66 % or from a disease which results in the recognition of at least four points in pillar I of the medical-social scale under the regulation concerning family benefits, the age limit is set at 21 years.

To qualify for the right to parental leave, the worker must have been bound by an employment contract with the employer who employs him, during twelve months of the fifteen months prior to the written notification.
No later than the time when the parental leave takes effect, the worker shall provide the document or the documents certifying the birth or the adoption of the child which opens the entitlement to parental leave.

The worker who wishes to exercise the right to parental leave applies for it in accordance with the following procedure :

- 1° the worker notifies the employer of his intent in writing at least two months and no more than three months in advance ; this period may be reduced by mutual agreement between the employer and the worker ;
- 2° the notification is done through registered postal mail or by the delivery of a written document to the employer who signs a copy for acknowledgment of receipt ;
- 3° the written document mentions the start and end dates of the parental leave ;
- One single uninterrupted period of parental leave may be applied for per notification.

Within the month following the notification in writing, the employer may, in writing, postpone the exercise of the entitlement to parental leave for reasons that he can justify and that are related to the functioning of the diplomatic mission or the consular post.
This procedure for applying for a parental leave applies, without prejudice to the entitlement to parental leave which takes effect no later than six months following the month in which the motivated postponement took place.

The worker on parental leave may receive an allowance paid by the National Employment Office.

More information on parental leave can be found here:
http://www.onem.be/fr/documentation/feuille-info/t19

- **Leaves of absence and other types of leaves**

A worker has the right to be absent from work while continuing to receive his salary in certain specific circumstances. These short periods of absence are what is called "leave of absence"[1] or "leave for circumstances". These leaves may be used because of family circumstances, such as a marriage or a death, in order to fulfil certain obligations of a civil nature.

Conditions

To be eligible for a leave of absence, four conditions must be met :

1. the event must qualify for a leave of absence
2. normally, the worker should have worked
3. the worker must inform his employer as soon as possible
4. the days of absence must be used for the purpose for which they have been granted

Events that qualify for a leave of absence

A leave of absence may also be granted for other reasons, which have not been fixed by law : for example in the case of a move, in order to be a witness at a wedding, etc. It is also possible that an individual employment contract grants rules that are more advantageous.
The regulation applies to most categories of workers.

Overview of the types of leaves of absence, fixed by national regulations :

- Marriage of the worker : 2 days, to be chosen by the worker during the week in which the event takes place or during the next week ;
- Marriage of a child of the worker or his/her spouse, of a brother, a sister, a brother-in-law, a sister-in-law, of the father, the mother, the stepfather, the stepmother, of a grandchild of the worker : the day of the marriage ;
- Ordination or entry into the convent of a child of the worker or his/her spouse, of a brother, a sister, a brother-in-law or a sister-in-law of the worker : the day of the ordination ;
- Death of the spouse, of a child of the worker or his/her spouse, of the father, the mother, the stepfather or the stepmother of the worker : three days, to be chosen during the period which starts on the day of the death and ends on the day of the burial ;
- Death of a brother, a sister, a sister-in-law, a brother-in-law, a grandfather, a grandmother, a grandchild, a great-grandfather, a great-grandmother, a great-grandchild, a son-in-law or a daughter-in-law who lives with the worker : two days, to be chosen during the period which starts on the day of the death and ends on the day of the burial ;
- Death of a brother, a sister, a sister-in-law, a brother-in-law, a grandfather, a grandmother, a grandchild, a great-grandfather, a great-grandmother, a great-grandchild, a son-in-law or a daughter-in-law who does not live with the worker : the day of the burial ;
- Solemn communion of a child of the worker or his/her spouse : the day of the ceremony (if this takes place on a Sunday, a public holiday or a normal day of inactivity : the normal day of activity after or before the event) ;
- Participation of the child of the worker or his/her spouse in the secular youth celebration : the day of the celebration (if it coincides with a Sunday, a public holiday or a normal day of inactivity : the normal day of activity after or before the event) ;
- Participation in a meeting of a family council convened by the Justice of the Peace : the time necessary with a maximum of one day ;

[1] FR: "Petit chômage", NL: "klein verlet"

- Participation in a court jury, interrogation as a witness before the Courts or personal appearance ordered by the Labour Court : the time necessary with a maximum of five days ;
- Exercise of the functions of assessor in a main or a single polling station, when legislative, provincial and municipal elections are held : the time necessary ;
- Exercise of the functions of assessor in one of the main polling stations, when European Parliament elections are held : the time necessary with a maximum of five days ;
- Exercise of the functions of assessor in a main vote counting station, when legislative, provincial and municipal elections are held : the time necessary with a maximum of five days.

- **Leaves for compelling reasons**

The worker has the right to be absent from work for compelling reasons.
Compelling reasons are defined as any unforeseeable event, independent from work, which requires an urgent and essential intervention of the worker, to the extent that the fulfilment of the contract makes this intervention impossible.

Here are some examples of compelling reasons :

- Illness, accident or hospitalization of a person living with the worker ;
- Damage to the home of the worker due to a fire or a natural disaster ;
- Summons to appear at a hearing of a trial to which the worker is a party ;
- Any other event that the employer and the worker consider by mutual agreement to be a compelling reason.

The worker may be absent from work for the time necessary to settle his problem, provided he notifies his employer of this in advance and, if not, as soon as possible.

The number of days of leave of absence for compelling reasons may not exceed 10 days per calendar year.
The worker is not paid during these days, unless otherwise agreed between the employer and the worker.

- **Leave without pay**

The employer and the worker can always agree on a temporary suspension of the employment contract. In this case, the parties establish all the terms which they can agree upon. During the period of leave without pay, the employer is not required to pay the remuneration and the worker does not have any protection in case of dismissal. This system has an impact on the worker's rights as regards social security, particularly as regards health insurance and unemployment insurance.

- **Political mandate**

If the worker uses his/her political leave for the exercise of certain political mandates (for example to sit in the town council), the fulfilment of his/her employment contract is suspended. The maximum duration of this political leave and the formalities to be completed are specified in legal provisions and depend on the execution of the function or the mandate.

- **Hearing before the labour courts**

The fulfilment of the employment contract is suspended during the time necessary for the worker to sit as a social counsellor or judge on the labour courts.

These absences do not involve any remuneration at the expense of the employer. Social counsellors and judges receive attendance fees at the expense of the Belgian State.

- **Social advancement and paid educational leave**

The fulfilment of the employment contract is suspended during the period in which the worker is absent in order to attend courses in the context of social advancement or paid educational leave.
The worker is entitled to a social advancement allowance and to his regular remuneration in the case of paid educational leave. The amount of this remuneration will be refunded to the employer at a later stage.

Time credit

The time credit system is a right for all workers in the private sector. Its goal is to enable a better work-life balance.
In companies with 10 or fewer employees, this right is subject to the agreement of the employer.

Time credit without reason

The time credit without reason consists :

- either of the complete suspension of work for 12 months, whether you are a full-time or part-time worker ;
- or of a reduction in part-time work for 24 months for workers who are employed at least 3/4 of the time during the 12 months preceding the written warning ;
- or of a reduction in the work pattern by 1/5th for 60 months, up to a maximum of one day per week or two half days, for workers usually employed in a work pattern spread over at least five days and employed full-time for the 12 months preceding the written warning ;
- or of a combination of these systems up to a maximum of 12 months of a full-time equivalent. In order to determine this equivalence, 1 month of complete suspension corresponds to 2 months of half-time career reduction or 5 months of 1/5th time career reduction.

Time-credit with reason

In addition to the right to a time credit without reason, the worker may be granted an additional time credit of up to 51 months in the following cases :

- in order to take care of his child until the age of 8 ;
- in order to provide palliative care ;
- in order to assist or care for a seriously ill member of the household or family ;
- in order to care for his disabled child until the age of 21 ;
- in order to assist or care for a minor child who is seriously ill or a child member of the household who is seriously ill.

This time credit with reason can be taken in the form of a total suspension, a half-time or 1/5th time career reduction.

This additional time credit amounts to 36 months in order to complete a training course.

Time credit for workers aged 55 and over

Workers aged 55 and over are entitled to :

- a reduction in work performance by a 1/5th up to a maximum of one day or two half days per week ;
- a reduction in part-time work performance, provided that the worker was at least employed ¾ of a full-time position during the 24 previous months.

Exemptions

There are possible exemptions from the age of 50 for :

- Workers who have worked in an arduous occupation and provided that said arduous occupation is on the list of occupations for which there is a significant shortage of labour ;
- Workers who have had a career of at least 28 years ;
- Workers in companies undergoing restructuring or in difficulty.

The ONEM grants allowances for certain forms of time credit.

More information on time credit and reduced work performance can be found at www.emploi.belgique.be / from A to Z/ time credit.

2.7. Incapacity for work

Incapacity for work refers to the impossibility for the worker to perform his work due to illness or accident. Work incapacity leads to the suspension of the fulfilment of the employment contract.
The worker must justify this incapacity to his employer within two working days from the day of incapacity, using a medical certificate that he sends by post or that he hands in to his employer. If this certificate is sent by post, the postmark date serves as proof.
In case of incapacity for work, the employee must immediately inform his employer.
The same obligations apply in case of extension of incapacity for work.

Guaranteed salary

When a worker is unable to provide work due to illness or a private accident, the employer is obliged to ensure that during a defined period a replacement income called “guaranteed salary” is granted to him.

If the worker is incapacitated for work as a result of an accident or an illness other than an occupational disease or a work-related accident, he is entitled to continued payment of his remuneration by his employer during a certain period. The requirements for this guaranteed remuneration differ depending on whether the worker is a manual worker or an employee. In some cases incapacity for work, the worker is not entitled to a guaranteed remuneration.

The manual worker who has been employed continuously in the diplomatic mission or the consular post for at least one month is entitled to a guaranteed remuneration at the expense of his employer in case of incapacity for work. If one month of seniority is reached in the course of the period of incapacity, the manual worker can claim the remuneration for the remaining days of the period of the first 30 days of incapacity, during which the employer is required to pay the remuneration.
The right to the guaranteed salary starts on the first day of incapacity.

Warning : the salary is guaranteed for the first 30 days of incapacity for work, each time the worker falls ill (and not only once a year).
In addition, the worker is entitled to the 30 days of guaranteed salary after having resumed work during 14 days.

As a result of the elimination of the "unpaid first day"[2], both manual workers and employees are entitled, as of 1 January 2014, to their guaranteed salary from the 1st day of incapacity for work, regardless of the duration of the incapacity for work. As a consequence, the period of guaranteed salary will start earlier than before : as was the case for employees, this period starts from the first day of the incapacity.

As far as employees are concerned, for those hired for an indeterminate duration, for a fixed term of at least 3 months or for a clearly defined work, the performance of which normally requires an occupation of at least 3 months :
The employee maintains the right to his remuneration at the expense of the employer during the first period of 30 days of incapacity for work, regardless of his seniority. The sickness and invalidity insurance provides coverage afterwards, i.e. starting on the 31st day.

The worker is entitled to the remuneration that would have been paid to him, if, among others, he could have performed his daily task normally and, being able to work :

1. goes to work normally, reaches his workplace only with some delay or does not reach it at all, provided that this delay or absence are due to a reason which arose on his way to work and which is beyond his control ;
2. except in case of strike, cannot, due to a reason beyond his control, either start to work, when he was going to work normally, or continue work previously undertaken.

With very few exceptions, every employer employing staff, whether he is subject or not to the social security system for salaried workers or not and regardless of his status, is required to take out **an insurance policy against accidents at work** (compulsory insurance). This obligation is imposed on the employer, irrespective of the daily and/or weekly duration of the work performed.

2.8. Travel expenses

The employer is required to contribute towards the travel expenses incurred by his staff members who use a means of public transportation (train, tram, metro or bus) to get to their place of work.

Travel expenses for workers covered by Joint Committee 337

Joint Committee 337 has not adopted a specific collective agreement.
The detailed provisions of the National Labour Council's CLA 19-octies therefore apply to workers covered by JC 337.

This contribution is limited to workers who use public transport. It corresponds to a contribution of 75% on average in the pass (train, tram, metro or bus).
NB: For transport other than by train, when the price is fixed whatever the distance, another calculation is performed.

[2] FR: "jour de carence", NL: "carensdag"

Travel expenses for workers covered by Joint Committee 145 (gardener)

Compensation in the event of use of public transport : 100% reimbursement of expenses incurred.
Bicycle: 0,22 €/km

Other means of transport:
Condition: to be domiciled at 5 km and +
Per day : 65 % of 1/65th of the effective price at 139 % of the quarterly train card. Example : If a quarterly train card costs 200 €. 200 x 139 % = 278/65 x 65 % = 2,78 €/day to be refunded to the worker.

2.9. Other benefits provided by Joint Committees 337 and 145

Benefits which the employer must grant to the worker covered by JC 145 (gardener)

1. **Work clothing**

The employer is required to provide work clothing :

Overalls, or a set consisting of trousers and a jacket, or a blouse or dust protection clothing, intended to prevent the worker from getting dirty because of the nature of his activities.

The employer is also responsible for the care of this work clothing. Following a risk analysis, the employer can nevertheless allow the worker to take care of this himself for a weekly compensation of 2.99 € (amount indexable and prorated according to the actual number of working days).

2. **Eco cheques**

What are they ?
These are cheques for the purchase of environmentally friendly products and services.

For whom?
Workers who can prove 30 days of work performed or considered equivalent during the reference period from 1 July to 30 June.

How much?
250 € to be prorated according to working time and to actual and assimilated work performed.

3. **Fund for Secure Living**

A collective labour agreement concluded within the sector establishes a Fund for Secure Living called "Social Fund for development and maintenance of parks and gardens. »

Objectives :

- collecting contributions necessary for its operation ;
- financing, allocating and guaranteeing payment of additional social benefits to be fixed by a collective agreement concluded within the Joint Committee for horticultural enterprises, made compulsory by royal decree, for the benefit of the workers concerned ;
- ensuring the financing and organisation of trade union training for workers ;

- reimbursing employers for certain expenses they have incurred for their workers under a collective labour agreement.

4. Loyalty bonus (paid by the Fund)

- Only men and women manual workers who have been with the company for at least 6 months are eligible for a loyalty bonus ;
- The seniority condition will be evaluated each year at the end of the reference period, i.e. on 1 July of each calendar year.

This bonus is fixed as follows :

- 0 to 5 consecutive years of service in the sector : 6 % ;
- 5 to 15 consecutive years of service in the sector : 7 % ;
- more than 15 consecutive years of service in the sector : 8,5 % ;
- based on the gross salary earned for the days worked in the sector during the reference year.

“Reference year" in this case means the period from July 1 of the previous year to June 30 of the year in which the bonus is paid.
The bonus is paid to the worker between 10 and 15 December.

5. Lump sum bonus for regular workers

- Bonus paid each year on July 1st.
- Based on the work performed between July 1 of the previous year and June 30.
- The amount of the bonus is linked to the consumer price index. It is set at 57,12 € on 1 January 2018.
- Prorated for part-time workers or workers who are unable to prove a period of full employment.
- The amount can be converted into an equivalent benefit by company collective agreement.

6. Lump sum bonus for workers employed less than 30 days

- Bonus paid in December.
- Based on the work performed between July 1 of the previous year and June 30.
- The amount is set at 35 EUR.
- Prorated for part-time workers or workers who are unable to prove a a period of employment of 29 days.
- The amount can be converted into an equivalent benefit by company collective agreement.

7. Other benefits

- Additional leave and employment plan for older workers (paid by the employer and reimbursed by the Fund).
- Long-term sickness allowance (paid by the Fund).
- Weather Unemployment Benefit (paid by the Fund).
- Possibility of staff training reimbursed by the Fund.

2.10 Well-being at work

Foreign diplomatic missions and consular posts in Belgium are part of the Belgian territory but are granted a privileged status pursuant to the Vienna Conventions on diplomatic relations (1961) and on consular relations (1963). Since the Law of 4 August 1996 relating to the well-being of workers (and its Royal Decrees) includes criminal provisions and is therefore considered to be an issue of public order, it applies to the entire Belgian territory, including to diplomatic missions and consular posts.

Under this Law, the employer must implement prevention measures to promote the well-being of workers in the performance of their work. Several Royal Decrees detail these measures relating to specific risks (e.g. psychosocial risks at work, places of work, fire, display screens, …).

The purpose of this legislation is to avoid that the work performed causes harm to the physical and mental health of workers. It concerns, among others, the following areas : occupational safety, health protection for workers, psychosocial aspects of the work, ergonomic principles, occupational hygiene.

More specifically, the employer must carry out, with his hierarchical line and his internal service for prevention and protection at work, a risk analysis on the basis of which the following plans will be drafted : a global prevention plan every five years and an annual action plan in which the prevention activities to be developed and implemented are programmed, in order to reduce risks or even to eliminate them.

For the implementation of this legislation, the employer is supported by an Internal service for prevention and protection at work.
The creation of an Internal service for prevention and protection at work is compulsory and must include at least one prevention counsellor and the use of an External service for prevention and protection at work for missions that cannot be carried out by the Internal service itself, is mandatory (Article 33 of the Law).

The internal prevention counsellor is a worker of the embassy (and could be the Ambassador himself for embassies with less than 20 workers), who must have a basic knowledge of the legislation (list of the institutions that deliver basic courses on this topic :
http://www.emploi.belgique.be/erkenningenDefault.aspx?id=11460) .

The affiliation with the external service will in principle also be necessary for the mandatory designation of the prevention counsellor for psychosocial aspects of the work (see below) and of the prevention counsellor occupational physician.

The prevention counsellor-occupational physician is the person on whom the worker can call on for complaints related to his health, which he attributes to a lack of prevention measures, and who also plays an important role in the reintegration programs of workers who are unable to work (http://www.emploi.belgique.be/defaultTab.aspx?id=45586).

The prevention counsellor for psychosocial aspects is will assist the employer in preventing psychosocial risks at work (stress, burnout, disputes, bullying, sexual harassment, violence, …).

In addition, it is recommended to designate an employee of the diplomatic mission as a confidant (even if this designation is not compulsory) because his/her presence allows to settle, as quickly as possible and on an informal basis, any psycho-social problem before it gets any worse, and without having to resort to the external prevention counsellor. The confidant may not be part of the management staff.

The employer integrates the psycho-social risk prevention into his general prevention policy, takes a priori measures to avoid risks (especially in terms of work organization), carries out an a posteriori analysis of collective situations where a danger has been detected (at his own initiative or at the request of the workers). If collective measures fail to prevent harm, workers can make use of the internal procedure by contacting the confidant or the prevention counsellor for psychosocial aspects of the work and submit to them a request for informal (search for a conciliatory solution) or formal (analysis of the situation by the specialized prevention counsellor and recommendation of actions to the employer) psychosocial intervention.

In a place easily accessible to the workers, the diplomatic mission mentions the names and contact details of the various prevention counsellors, of the confidant, if one has been designated, and of the External service for prevention and protection at work. It must integrate into its work rules the contact details of the prevention counsellor for psychosocial aspects (and of the confidant, if one has been designated), as well as the course of the internal procedure as regards psychosocial risks.

Any appeal of the worker regarding the failure to comply with the legislation on well-being at work may be filed with the Inspection of the Supervision of well-being at work (list of Directorates of this Inspection : http://www.emploi.belgique.be/defaultTab.aspx?id=6550).

More information about all these rules is available on the website of the FPS Employment, Labour and Social Dialogue :
http://www.emploi.belgique.be/bien_etre_au_travail.aspx

List of the External services for prevention and protection at work :
http://www.emploi.belgique.be/erkenningenDefault.aspx?id=5040

Missions of the External service, included in the lump-sum amount paid to this service :
http://www.emploi.belgique.be/defaultTab.aspx?id=41980

Chapter III : Social security

Reference regulations :

- Vienna Conventions on diplomatic relations of 18 April 1961 and on consular relations of 24 April 1963.
- Multilateral or bilateral social security agreements to which Belgium is party.
- Regulation (EC) No 883/2004 of 29 April 2004 on the coordination of social security systems (OJ, 30.04.2004).
- Regulation (EC) No 987/2009 of 16 September 2009 laying down the procedure for implementing Regulation (EC) No 883/2004 (OJ, 30.10.2009).
- Regulation (EU) No 1231/2010 of 24 November 2010 extending Regulation (EC) No 883/2004 and Regulation (EC) No 987/2009 to nationals of third countries who are not already covered by these Regulations solely on the ground of their nationality.
- Law of 27 June 1969 amending the Decree-Law of 28 December 1944 on social security for workers (Belgian Official Gazette, 28.07.1969).
- Law of 29 June 1981 laying down the general principles of the social security for employed persons (Belgian Official Gazette, 2.07.1981).
- Royal Decree of 28 November 1969 issued pursuant to the Law of 27 June 1969 (Belgian Official Gazette, 5.12.1969).

3.1. Determination of the social security scheme applicable to the worker's situation

- **Belgian social security legislation for salaried workers**

If the professional activities of a worker, such as a staff member of a diplomatic mission or a consular post, are concentrated on the Belgian territory, it is the Belgian social security scheme for salaried workers that applies, provided that the conditions imposed by the Belgian social security legislation are met.

This is the case when the worker is employed in Belgium, for an employer established in Belgium, whether he is the sending state or a diplomatic agent – irrespective of the worker's nationality.

Unless otherwise provided for in an international agreement or a bilateral agreement, the Belgian social security scheme is applicable to the worker who performs work on Belgian territory for an employer established in Belgium. Belgian legislation is also applicable when the employer is established in a foreign country, but has a place of business in Belgium, from which the worker depends.

As soon as the worker takes his orders and receives his remuneration from this place of business, and must report to it, he is considered assigned to the place of business established in Belgium. If the above-mentioned conditions are not met, the worker may not be subject to the Belgian system, regardless of the duration of his activities in Belgium.

The brochure "Everything you have always wanted to know about social security", published by the FPS "Social Security", informs you, in accessible language, about the key principles of the Belgian social security scheme, its organization and the coverage it offers through its various branches : https://socialsecurity.belgium.be/en/publications/everything-you-have-always-wanted-know-about-social-security

It provides practical answers to various questions of a general nature, such as : What is social security ? In what areas does it operate ? How is it funded ? Is there a difference between social benefits and social assistance ? What are the various compensations and allowances as well as their respective amounts ? ...

However, if the situation of the worker involves elements concerning countries other than Belgium, one has to consider the social security scheme applicable to the worker.

This would be the case, for instance, when a person who has maintained his/her usual residence, his/her centers of interest and his/her family in Argentina, is employed as a member of the service staff of the Brazilian diplomatic mission established in Belgium and who is sent on a mission to Brussels by the Brazilian Government for a fixed duration.

In this matter, there is a hierarchy between various international legal standards.
Determining the country which is competent for the social coverage then consists in analyzing the specific situation of the worker in order to identify the legal standard which will determine the competent country for social security.

There is therefore a need to find, among the following main standards, the rule which will determine the competent country for social security in an individual situation. These rules concern all the statuses of staff members of a diplomatic mission (diplomats, administrative and technical staff, service staff, private servants).

- **Employment within the European Economic Area and Switzerland**

Since 1 May 2010, the **Regulation (EC) No 883/2004** determines the social security legislation applicable to nationals of the countries listed below, if they pursue their professional activity in the territory of one or more Member States : Belgium, France, the Netherlands, Germany, the Grand Duchy of Luxembourg, Italy, United Kingdom, Ireland, Denmark, Greece, Spain, Portugal, Austria, Finland, Sweden, Poland, Latvia, Estonia, Lithuania, Malta, Cyprus, Czech Republic, Slovakia, Hungary, Slovenia, Romania, Bulgaria and (since 1 July 2013) Croatia.

Since 1 April 2012, this Regulation is also applicable to Switzerland and, since 1 June 2012, to Iceland, Norway and Liechtenstein.

Since 1 January 2011, this Regulation is also applicable to third-country nationals who, on the ground of their nationality, do not fall within the scope of the Regulation, provided that they are legally residents in the territory of one of the listed countries and that they are not in a situation which is purely internal to a single Member State.

In short, in accordance with the rules that apply in principle, subject to exceptions :

1. The civil servants (including diplomats) remain subject to the social security legislation of the country which seconds them ;
2. The salaried workers are subject to the social security legislation of the country in whose territory they are employed ;
3. Salaried workers can be sent on a temporary mission to a country other than the usual country of employment, in which case they remain subject to the social security legislation of the latter country.

- **Employment in a country which has concluded a bilateral social security agreement with Belgium**

Currently, Belgium is bound by a **bilateral social security agreement** with the following countries or with parts of these countries : United States of America, Canada and Quebec, San Marino, Serbia, Bosnia and Herzegovina, Montenegro, Kosovo, Turkey, Algeria, Morocco, Tunisia, Israel, Chile, Australia, the Philippines, Japan, the North Macedonia, South Korea, Uruguay, India, Switzerland (for non-EEC nationals), Brazil, Argentina, the Republic of Moldova, Albania.

These agreements are in principle only applicable to nationals of these countries or of parts of contracting countries. However, some agreements provide for other possibilities, which can be divided into two types :

1. Bilateral agreements only applicable to nationals of the contracting states, except with regard to articles pertaining to posting situations which are applicable to all nationalities (Canada except Quebec, United States of America, Switzerland) ;
2. Bilateral agreements applicable to nationals of all nationalities (Australia, Japan, Former Yugoslav Republic of Macedonia, India, Uruguay, Quebec).

The rules contained in these bilateral agreements are similar to the rules contained in the European coordination regulations, subject to exceptions.

The content of each one of the bilateral agreements should be checked taking into account the individual situation of the worker concerned.

- **Employment in a country outside the European Economic Area and Switzerland or in a country with which Belgium has not concluded a bilateral social security agreement**

The main legal instruments which apply in this case are generally the **Vienna Conventions on diplomatic and consular relations.**

It is very important to know that these Conventions do not determine the country which is competent for social security given the specific situation of an individual worker, as do the European regulations or the bilateral agreements, but that they make provision for exemptions from the social coverage in the country of employment, the latter being in principle temporary.

These Conventions enable however the employer to cover the worker in the country of employment on a voluntary basis, despite an exemption provided for in these Conventions, provided that the receiving State allows it.

In short, here are the exemptions that apply in principle to diplomatic missions :

1. Civil servants and diplomats (holders of a special identity type « D ») are exempted from coverage in the country of employment to which they are sent on mission by the sending country ;
2. Private servants in the exclusive service of a head of a diplomatic mission or of a head of a career consular post or of a head with diplomatic status of a recognized international organization are exempted from coverage in the country of employment :
    a. If they do not have the nationality of this country or if they do not have their usual place of residence in it (or because they have a special identity card issued by the Protocol Directorate and not by the municipality where they live) ;

b. **AND** if they are covered by a compulsory legal social security scheme in another country ;

3. Members of the administrative and technical staff (secretary, accountant, translator, computer specialist, administrative assistant, … - holders of a special identity card type « P ») as well as the members of the service staff of the diplomatic mission (cook, gardener, driver, porter, cleaning lady, maintenance staff, … - holders of a special identity card type « S ») are exempted from coverage in the country of employment if they do not have the nationality of this country or if they do not have their usual residence in it (or because they have a special identity card issued by the Protocol Directorate and not by the municipality where they live).

Warning : there are slightly different rules in place for the members of a Consulate.

What happens if, pursuant to the rules governing the determination of the social security scheme applicable, as summarized here, the Belgian social security law applies and if the employer does not carry out the steps enabling the social coverage of his worker in Belgium, which are explained below ?

As a reminder, the Good Offices Commission is always available to attempt to find an amicable settlement for such a situation.

In case the attempt at conciliation between the parties fails, the worker may contact the National Social Security Office to submit his specific case and request social coverage directly, naturally by bringing along all the elements and documents proving, to the extent possible, his work situation (in order to demonstrate the working relationship with the defaulting employer, the work performed, the remuneration, the period during which the work was performed, …).

It is important to bear in mind, however, that the possibility exists, if necessary; to take action at the judicial level and as regards the matters in dispute, by means of taking the case to the Courts and Tribunals competent for the disputes between the worker and his employer in case of lack of social coverage in Belgium.

3.2. Obligation to register with the NSSO

When a (natural or legal) person hires one or more workers for the first time, he/she must inform the NSSO in order to be recognized as an employer.

Identification models are available at the NSSO.

A DIMONA declaration must also be submitted at the latest when the workers enter into employment (see Chapter IV “Social documents”).

3.3. Payment of social security contributions

A distinction must be made between regular contributions and special contributions :

<u>Regular contributions</u>

Social security contributions are due to the NSSO on the basis of the gross remuneration received by a worker.
These are intended to fund the various branches of social security (unemployment, pensions, health insurance, …).

Regular social security contributions consist of :

- personal contributions (workers) :
  these are deducted by the employer from the gross remuneration ;
- employer's contributions (employers) :
  the employer also pays the so-called employer's contributions.

In no case can the worker be required to pay these contributions himself.

Special contributions

These contributions are not directly intended for the branches of social security or must only be paid in certain circumstances.
These special contributions may be borne by both the employer and the worker, or partly by the employer and partly by the worker. The determination of the responsibility for payment does not result from an employer's choice but from the application of regulatory provisions that must be examined on a case-by-case basis, depending on the benefit concerned.

Example of special contributions borne by the employer: the contribution on non-statutory pensions.

Example of special contribution that is at the expense of the worker : the amount withheld from the double holiday pay.

For workers who need to be declared to the Belgian social security (locally recruited staff), the lack of a declaration to the NSSO of work performed and the non-payment of the social security contributions constitute infringements penalised by the Social criminal code.
Such non-affiliation and non-payment are prejudicial to the rights of the staff employed in diplomatic missions and consular posts as regards retirement pension, sickness insurance, unemployment insurance.

Regularization of social contributions

The fact that the employer regularizes the situation of his workers as regards their subjection to Belgian social security should not adversely affect the workers' remuneration.
For instance : their net salary before regularization must not become their gross salary.

It is not up to the worker to pay the social contributions which are to be borne by the employer.
If so, it would constitute an infringement of Article 23 of the Law on the protection of the remuneration, which is penalized by the Social criminal code.

Chapter IV : Social documents

Reference regulations :

- Law of 12 April 1965 on the protection of the workers' remuneration (Belgian Official Gazette, 30.04.1965) (pay slip) ;
- Royal Decree No 5 of 23 October 1978 on the keeping of social documents (Belgian Official Gazette, 02.12.1978) (social documents) ;
- Royal Decree of 5 November 2002 establishing an immediate declaration of employment, pursuant to Article 38 of the Law of 26 July 1996 modernizing social security and ensuring the viability of the statutory pension schemes (Belgian Official Gazette, 20.11.2002) (DIMONA) ;
- Royal Decree of 9 December 2015 fixing the procedure to be followed for the drawing up and the amendment of the work rules applicable to the staff employed in diplomatic missions and consular posts (Belgian Official Gazette, 21.12.2015).

4.1. Dimona

The **DIMONA** declaration (Déclaration Immédiate à l'Emploi/Onmiddellijke Aangifte van Tewerkstelling) is the immediate electronic communication, to the National Social Security Office, of the beginning and end of an employment relationship between a given salaried worker and a given employer.

The obligation to submit the DIMONA applies to all employers (and those considered equivalent) in Belgium, for all workers and persons considered equivalent who must be subject to the Belgian social security scheme.

The employer must also make a **Dmfa** declaration :

This declaration is made quarterly and includes the remuneration data as well as the working time data of all workers employed with an employer in a given quarter.
The Dmfa makes it possible to calculate the social security contributions payable to the NSSO by an employer for his staff.
This declaration must be transmitted no later than the last day of the first month following each quarter.

For more information on this subject, it is possible to contact the Front Office of the NSSO at 02/509.59.59 or by e-mail at contact@rsz.fgov.be

4.2. Work rules

As of 1 July 2003, public employers, in the broad sense, are also subject to the obligation to establish work rules, and a procedure adapted to their specific characteristics has been provided for by the Law.
Work rules are a legal instrument that allows to inform workers about the correct application of labour legislation in the company.
Work rules contain the conditions applicable to the employment relationship. Their provisions complement the content of the employment contract.

Work rules apply to all locally recruited persons who are employed in the diplomatic mission or the consular post.
→ The employer is obliged to provide a copy of the work rules to each already recruited worker and at the time of each new recruitment.

Mandatory information in the work rules

There are compulsory items of information which must be inserted in the work rules. These items of information are prescribed by the Law of 8 April 1965 establishing the working rules.

Specifically :

- information concerning working days and rest intervals : the rules must indicate the beginning and the end of the regular working day, the time and the duration of rest intervals, the days of regular work stoppage ;
- information regarding remuneration ;
- information regarding notice and serious reasons ;
- information regarding penalties and fines.

The adoption of the work rules may not have the effect of reducing the benefits acquired so far.

For the convenience of diplomatic missions and consular posts, the Good Offices Commission has drafted standard work rules for the locally recruited staff members of diplomatic missions and consular posts. You will find this model in the annex to the present brochure.
You need only to fill in the data of your diplomatic mission and of your workers.

The work rules must be drafted in one of the Belgian official languages (French, Dutch or German).

A specific procedure has been provided for establishing and amending the work rules in diplomatic missions and consular posts.

All diplomatic missions and consular posts employing locally recruited staff are strongly advised to use the standard work rules and to establish them in accordance with the procedure specified in the Royal Decree of 9 December 2015.

Procedure for establishing the work rules

Once the standard work rules drafted by the Good Offices Commission Offices have been completed with the data of the diplomatic mission or the consular post, the following procedure shall be followed :

1. The draft work rules established by the employer must be brought to the attention of the workers through posting.
2. For a duration of 15 days as from the posting, the employer makes a register available to the workers, in which they can record their observations, either individually or jointly, by means of a staff delegation.
3. During the same period, the workers or their representatives may also submit duly signed comments in writing to the Inspector-Chief Director.
   Their names may neither be communicated nor disclosed.
4. After said period, the employer sends this register to the Directorate-General “Social Legislation Supervision” of the FPS Employment.

5. If no observations were notified and if the register contains no observations, the work rules or the amendments enter into force on the 15th day after the posting.
6. If observations were made or if the register does contain observations, the Inspector-Chief Director communicates these to the employer within 4 days and attempts to reconcile the divergent views within 30 days.
   If successful, the work rules or the amendments come into force on the 8th day following conciliation.
7. If the Inspector-Chief Director fails in his conciliation attempts, he draws up a record of non-conciliation and immediately forwards a copy thereof to the employer. The latter thereupon establishes the work rules.
8. The new work rules or the amended version of the existing work rules come into force fifteen days after the date of the employer's decision, unless another date has been set by the employer for the entry into force.
9. The new work rules or the amended version of the existing work rules are dated and signed by the employer.

Dispatch of a copy of the work rules to the Directorate-General "Social Legislation Supervision" in Brussels and to the Good Offices Commission.

Within 8 days of the entry into force of the work rules or the amended version of the existing work rules, the employer sends a copy thereof to the Social Inspector-Chief Director of the Directorate-General "Social Legislation Supervision" in Brussels.

It is recommended that a copy also be sent to the Good Offices Commission, at the following address:

Good Offices Commission for the staff employed in diplomatic missions and consular posts :

Rue Ernest Blerot 1, 1070 Bruxelles
commissiondesbonsoffices@emploi.belgique.be

4.3. Pay slip

A pay slip is given to the worker at the time of each definitive remuneration payment. This pay slip is thus issued to the worker at least once a month or at more frequent intervals, if there is more than one definitive payment per month.

This pay slip must enable the worker to know the detailed sum paid to him as remuneration (basic salary and salary supplements), the calculation method which resulted in the amount paid to him as well as the deductions made from the amount paid.
This pay slip thus makes it possible to determine the gross remuneration payable to the worker for his employment period, as well as the statutory deductions which lead to the net salary.

Article 187 of the Social criminal code states that the employer or his representative is punished by way of a level 2 penalty (criminal or administrative fine) if :

1° he fails to deliver the individual statement to the worker within the deadlines stipulated ;
2° he establishes the individual statement in an incomplete or inaccurate matter.

4.4. Individual statement

All employers must annually issue an individual statement for each worker employed.

This document is a summary of the information recorded for each pay period.
It contains the work performed by the worker throughout the year, as well as all amounts paid to him.
This information must be provided per pay period (monthly), per quarter and per year.
Said document must therefore also include the amounts paid as a compensation.

The following items must always be included in the individual statement

→ Per pay period :

- the beginning and the end of the pay period ;
- the number of days actually worked ;
- the number of days of ordinary activity, during which the worker has not worked, considered or not as days of work, and the days considered equivalent or not to days of work (example of days considered equivalent : annual vacation days) ;
- the components of the remuneration (pay rate, hours worked, overtime, list of the benefits, etc.),
- the data concerning the calculation of the amounts payable to the worker (for example : remuneration amount) ;
- the amount of the social security contributions, tax deductions and the amount and reasons of any other payment to the worker (for example : compensations, gifts).

→ Per year :

- the sum of the amounts on the basis of which social contributions must be calculated and ;
- paid ;
- the amount of the worker's social security contributions ;
- the taxable amount ;
- and the amount of the professional withholding tax.

More information can be found on the website of the FPS Employment, Labour and Social Dialogue :
http://www.emploi.belgique.be/home.aspx

Chapter V : Annual vacation

Reference regulations :

- Laws on annual vacation of salaried workers, coordinated on 28 June 1971 (Belgian Official Gazette, 30.09.1971).
- Law of 29 June 1981 establishing the general principles of the social security for salaried workers (Belgian Official Gazette, 2.07.1981).
- Royal Decree of 30 March 1967 laying down the general implementing rules for the laws on annual vacation of salaried workers (Belgian Official Gazette, 6.04.1967).

5.1. Annual vacation

The Belgian regulations governing annual vacation apply to all workers declared to the Belgian social security.

Whether they are employed on a full-time or a part-time basis, these workers are entitled to annual vacation in proportion to the work they have performed.

Upon taking their holidays, the workers must receive a single holiday pay and a double holiday pay, which have to be declared as such to the NSSO.

- the single holiday pay is subject to « regular » social security contributions ;
- the double holiday pay is subject to a special contribution, known as « solidarity contribution ».

As for persons who work in Belgium but who do not have to be subjected to Belgian social security, the Belgian regulations governing annual vacation - and thus the rules mentioned here - do apply to them, unless they benefit from the application of a foreign Law on annual vacation that is more favourable than the Belgian regulations.

The rules governing annual vacation differ depending on whether the worker is manual worker or an employee :

- If the worker has performed work as a manual worker or as an artist subject the Belgian social security, the holiday pay is paid by the National Office for Annual Vacation (ONVA – Office national des vacances annuelles) or by a special vacation fund, by transfer to a Belgian or foreign bank account, on the basis of the social security contributions paid by his employer ;
- If the worker has performed work as an employee, his holiday pay is paid by his employer.

The rules applicable to employees are explained in detail further below.
The rules applicable to manual workers can be found on the site of the National Office for Annual Vacation :

http://www.onva.be/fr/Accueil

5.2. Duration of the vacation time

“Regular” holidays

The number of days is determined on the basis of the work performed during the year preceding (qualifying vacation year) that in which the holidays are taken (vacation year), as well as on the basis of the periods of absence which are considered equivalent to days of actual work performed.
Days of absence are considered equivalent to days of actual work for the annual vacation entitlement (number of days and amount due).

Examples of causes of absence considered as equivalent :

- Work-related accident or occupational disease
- Illness
- Maternity leave or paternity leave
- Vacation days
- Breastfeeding breaks

The workers who have worked throughout the previous year are entitled to at least 4 weeks of annual vacation per year.
The holidays are taken under the work pattern of the worker when he takes his holidays.

Example : a worker who has worked all year in 2016 and who works half-time in 2017 per full days is entitled in 2017 to 4 vacation weeks in a half-time work pattern, i.e. 10 vacation days.

This is a minimum number (« statutory vacation » days). An employer may grant a higher number of vacation days (« extra-legal » vacation). The amount paid for these days is then considered as normal remuneration for the payment of the social security contributions.

“Additional” or “European” holidays

Moreover, since 1 January 2013 a worker who cannot benefit from 4 weeks of vacation, based on his work pattern, because he has started or resumed a salaried activity during the course of the year, may benefit from "European" or "additional" holidays, starting from the last week of a 3-month period of employment (so-called "start-up period") during that year. These days may be in addition to regular holidays, if the totality of these two categories of leave does not exceed 4 weeks based on the number of months of employment during the year in question.

The worker is not obliged to the aforementioned days of leave,, but if he asks his employer for them, the employer cannot refuse them. Unlike "regular" holidays, they are not subject to a single or double holiday pay as explained below.

During these extra vacation days, however, the worker is entitled to an amount equivalent to his normal remuneration. This amount will then be deducted from the double holiday pay to be paid to this worker in the following calendar year.

In order to be eligible, special conditions must be fulfilled (Art. 3 bis of Royal Decree of 30 March 1967).

5.3. Determination of the annual vacation period and principle of prohibition of carrying over to the next year

The determination of the annual vacation period is settled in principle in the **work rules** or by means of an **agreement** between the employer and the worker.

However, the following **minimum guarantees** must always be respected :

a) Vacation leaves must be granted within the twelve months following the end of the qualifying vacation year.

Example :

For the work performed in 2017 (qualifying vacation year), the days of annual vacation must be taken before 31 December 2018 (vacation year). Workers may not waive the days of annual vacation to which they are entitled and may not carry over all or part of these days to the following calendar year ;

b) In the case of heads of family, vacation leave is granted preferably during the period of school holidays ;

c) In any case, a continuous vacation period of one week must be granted ;

d) Unless otherwise requested by the workers concerned, a continuous two-week vacation period must be granted between 1 May and 31 October ;

e) As far as the period beyond these two weeks is concerned, the vacation days will be taken, to the extent possible, in periods of slower activity ;

f) Taking half-days of vacation is in principle prohibited. However, there are two exceptions to this rule :

- A vacation may include half-days, if these are complemented by half-days of usual rest or by a half-day of supplementary vacation (European) ;
- The half-days of supplementary vacation (European) may be taken if they are complemented by a half normal day of inactivity or by a half-day of "regular" holidays ;
- The worker may request the splitting up into half-days of a maximum of three constituent days of his fourth vacation week. However, the employer may oppose this if such a splitting up is likely to disrupt the work.

Possible rules related to collective vacation and their dates must be stated in the work rules.

Moreover, the following days **cannot be regarded as annual vacation days, even if they coincide with vacation**. Therefore they cannot be deducted from the number of vacation days to which a worker is entitled :

- The **public holidays** (and the days of substitution for these public holidays if they fall during a weekend) ;
- The **usual day of inactivity** when the weekly working time is spread over 5 days (in general on a Saturday) and any other usual day of inactivity resulting from the reduction of working time below the legal weekly limit ;
- The **work interruption days due** to one of the following causes :
  - Maternity leave
  - Paternity leave
  - Participation in courses or study days devoted to social advancement.
- The rest days imposed by the Laws and Decrees governing working time and Sunday rest.

Examples :

- *A worker takes his main vacation from 19 to 31 July. The July 21 public holiday remains a public holiday and cannot be regarded as a vacation day.*

- *An employee takes her vacation from 1 to 15 August. As from 10 August, she takes her maternity leave. The absence thus becomes an absence covered by her legal maternity leave. The remaining vacation can be taken in a subsequent period.*

- When the employment contract is suspended, especially for one of the following reasons, these forms of absence take precedence over the (planned) vacation :

    - work-related accident or occupational disease giving rise to compensation ;
    - private accident or illness ;
    - fulfilment of civic duties without continued payment of remuneration ;
    - fulfilment of a public mandate ;
    - fulfilment of a trade-union mission ;
    - prophylactic leave (in order to prevent disease due to the risk of infection) ;
    - complete removal from work as a measure to protect maternity.

- There are also several forms of absence, in the case of which (planned) vacation takes precedence :

    - strike ;
    - parental leave ;
    - economic employment ;
    - …

- If a worker falls ill before the beginning of his (individual or collective) vacation, he can still take his vacation after the period of work incapacity.

- If the worker falls ill during the weekend before the vacation period, he retains his vacation entitlement.

Examples :

- *A worker takes his annual vacation from 28 July to 8 August. On 24 July, he falls ill up to and including 11 August. As a result, the employment contract's suspension will then be based on his illness and the annual vacation can be taken later on.*

- *If the worker falls ill on the weekend preceding the vacation period, he retains his right to holidays.*

A worker may waive an acquired right to vacation, but the employer must ensure that the employee takes his vacation within the legal time limits.

5.4. Single and double holiday pay

Belgian legislation distinguishes the single holiday pay from the double holiday pay and specifies the method for calculating them.

The elements which are not used for the calculation of the social security contributions are not taken into account for the calculation of the holiday pay amount.
A distinction is made between the single holiday pay and the double holiday pay.
The method of calculation is different depending on whether the remuneration is a fixed remuneration, a variable remuneration or a partly variable remuneration.

- If the remuneration is a fixed one :

Single holiday pay

The single holiday pay is the normal salary granted by the employer to the worker for each statutory vacation day (four weeks of vacation per full year of employment).
The single holiday pay is therefore part of the monthly remuneration of the month in which the holidays are taken.

Example : an employee has been employed during the qualifying vacation year 2015 under a full-time work pattern spread over 5 days a week. Therefore he is entitled to 4 weeks of 5 vacation days (i.e. 20 vacation days) which he takes as a single vacation period in June 2016. His normal gross remuneration amounts to 2.000 EUR. The month of June comprises 21 working days.

The single holiday pay is equal to 2.000 EUR x 20/21 = 1.904,76 EUR.
The remuneration for an actual day of work amounts to 95,24 EUR.
In addition, he will receive the remuneration for the 21st day of the month, on which he goes to work.

Double holiday pay

The worker must receive the double holiday pay when he takes his main holidays.
The “main holidays” are the longest ones or the ones that last at least one week.

The amount of the double holiday pay corresponds, per month of work performed or considered as equivalent, to 1/12 of 92% of the gross remuneration of the month in which the main holidays are taken.

Example : an employee has worked for 4 months during the qualification vacation year 2015 under a full-time work pattern spread over 5 days a week. He takes his main holidays in May 2016. At that time, his gross monthly remuneration amounts to 2.000 EUR.
His double holiday pay is equal to 2.000 EUR x 4/12 x 92 % = 613,33 EUR.

- If the remuneration is a variable one :

The elements of the variable remuneration are :

- commissions, provisions, bonuses, percentages, discounts, etc.
- remuneration elements of uncertain and variable nature (« the granting of which is related to the employee’s performance appraisal, his productivity, the results of the company or of one of its departments, or to any criterion which makes the payment uncertain and variable, whatever the periodicity or the time of payment of these bonuses »).

Holiday pay on the variable remuneration is calculated on the basis of the average of the variable remunerations paid in the last 12 months preceding the time at which the main holidays are taken.

Single holiday pay

It is equal to the daily average of the gross remunerations earned for each of the twelve months (or partial month) preceding the month in which the (main) holidays are taken.
If the holidays are taken staggered over time, the twelve-month period preceding the month in which the worker takes his main holidays is taken into account.

These remunerations can be increased by a fictitious remuneration for the work interruption days considered equivalent to normal actual days of work. Examples of cases of work interruption which are considered equivalent to normal actual days of work are given above.

Under a 5 days/week work pattern, this single holiday pay is calculated as follows :

$$\frac{\text{Average of the 12 months preceding the time at which the main holidays are taken} \times 20}{20{,}83 \text{ (average of the number of days of work performed per month)}}$$

20 is the number of vacation days per year (5 days/week work pattern).

Under a 4 days/week work pattern, this single holiday pay is calculated as follows :

$$\frac{\text{Average of the 12 months preceding the time at which the main holidays are taken} \times 16}{16{,}66}$$

The holiday pay on the variable remuneration must be paid once a year, at the same time as the double holiday pay.

Double holiday pay

It corresponds to 1/12 of 92% of the variable remuneration of the 12 months preceding the vacation month.
It must be paid at the time at which the main holidays are taken.

- If the remuneration is partly fixed and partly variable :

The rules on the fixed remuneration are applicable to the fixed part and those on the variable remuneration are applicable to the variable part.

Distinction between the payment of the holiday pay and the payment of the other remuneration elements

The holiday pay must be paid separately from the monthly remuneration of the worker and appear distinctly on the pay slip and the individual statement. Indeed, the holiday pay cannot be included in the remuneration, without the parties being able to validly agree otherwise by agreement.

Reduction of working time with the same employer

When an employer concludes a new employment contract with an employee employed on his premises, leading to a reduction of the average number of weekly hours performed, he carries out, together with the payment of the remuneration for **the month of December** of the vacation year, the payment of a (single and double) holiday pay calculated on the basis of the qualifying vacation year.

This amount is reduced by the (single and double) holiday pay which the employee has already received and which has been calculated on the basis of the work pattern of the employee at the time at which he has taken his holidays.
In this calculation, **no account is taken of the end of year bonuses** which are of a fixed nature, i.e. of those the granting of which is not linked to the assessment of the work performed by the employee, with his productivity, with the results of the company or of a department thereof or with any other criterion which makes the payment uncertain and variable.
This calculation must be carried out in all cases of reduction of the work pattern (irrespective of the extent of the reduction).

Examples :

- *taking parental leave (reduction by 1/5 or 1/2) ;*
- *changeover to a part-time time credit or to a half-time work stoppage ;*
- *changeover to a half-time early pension ;*
- *changeover to a lighter work pattern in consultation with the employer.*

The rule therefore applies in all cases of a reduction of the work pattern with a same employer, regardless of the length and the extent of this reduction. It takes only one reduction, even after a temporary increase, because this is a « reduction in working time ».

In principle, taking days of unpaid leave is not regarded as a reduction in working time. However, depending on the terms laid down for taking those days of leave, including their regularity, it could be considered as a disguised reduction of the work performed giving rise to the application of the rules set out above.

(In)ability to take vacation

There are specific rules for the calculation of the holiday pay when, at the end of the vacation year, the worker finds himself unable to take all or some of his vacation.

Said rules are aimed at two situations :

1. The employee finds himself unable to take all or some of his vacation before the end of the year. This inability results from **circumstances independent of the will of the parties** (for example : long-term illness, accident at work, …). In no case can the impossibility for circumstances inherent to the work organization be invoked.

2. When a worker finds himself unable to take all or some of his vacation **due to a full suspension of the fulfilment of his employment contract** (for reasons other than a full career break, time credit or conscription.) In these cases, an exit holiday pay must to be calculated and paid (for example parental leave).

In those cases the employer must pay to the worker, no later than on 31 December of the vacation year (year that follows the qualifying vacation year), a holiday pay for the vacation days not taken **on the basis of the remuneration of December.**

Example :

An employee is entitled to 20 vacation days. He has already taken 16 days when he falls ill. He remains ill until the end of the year and finds thus himself unable to take his 4 remaining days before 31

December. In December, the employer calculates the 4 days of remuneration on the basis of his remuneration for the month of December.
Let us suppose that the remuneration for the month of December amounts to 2.000 € and that there are 20 working days in December, the employer will calculate (2000/20) X 4 = 400 € as holiday pay.

If the double holiday pay has not yet been paid or has not been fully paid to the employee, the worker will receive an amount corresponding to 92 % of the remuneration for the month of December, divided respectively by 24, 20, 16, 12, 8, 4, if the employee is employed respectively within the work patterns of 6, 5, 4, 3, 2 and 1 working days per week and multiplied by the number of days not taken.

5.5. Exit holiday pay in case of exit from employment

When an employee leaves his employer, the latter must pay him a holiday pay at the time of leaving when :

- the employment contract has ended ;
- the worker takes a full career break or a full-time time credit ;
- the worker is conscripted ;
- the worker is employed under the Law of 24 July 1987 on temporary and interim employment and on the making available of workers to hirers (for instance at the moment of the conclusion of a new employment contact when changing from a full-time to a part-time work).

The workers who **retire** are also entitled to an exit holiday pay at the time of leaving.

The holiday pay is always at the expense of the employer where the worker has performed his work during the qualifying vacation year.

If, in the course of the vacation year, the employee has not yet taken all the vacation days related to the previous year, to which he was entitled, the exit holiday pay will take into consideration two vacation years : the current calendar year and the previous calendar year.

Indeed, when the worker leaves his employer, the latter pays him :

- 15,34 % of the gross remunerations earned from him during the current vacation year, possibly increased by a fictitious remuneration for the work interruption days considered equivalent to normal actual days of work.

In other words, this is a prepayment of the holiday pay for the vacation days which will be taken later.

- Moreover, if the employee has not yet taken the vacation days related to the previous qualifying year, the employer pays him 15,34 % of the gross remunerations earned from him during this qualifying vacation year, possibly increased by a fictitious remuneration related to the work interruption days considered equivalent to normal actual days of work.

In other words, the advance « exit » holiday pay is calculated on the basis of all actual remunerations or considered equivalent in the calendar year N-1, multiplied by the balance of vacation days not taken.

In case of a fixed remuneration, the fictitious remuneration is the remuneration related to the days considered equivalent ; in case of a variable remuneration, it is the average daily remuneration during the twelve months preceding the month in which the day considered equivalent falls.

The notion of « **gross remunerations earned** » is to be understood in the sense of labour law, i. e. «any advantage in money or money's worth, to which the worker is entitled at the expense of the employer due to his hiring».

It is wider than the notion chosen for the calculation of the holiday pay because the bonuses which are paid only once a year, which represent neither a fixed remuneration nor a variable remuneration for the calculation of the holiday pay during the contract, must be included in the calculation of the exit holiday pay.

However, only allowances that are subject to social security contributions are taken into account in the basis of calculation of the holiday pay.

For every qualifying vacation year for which an exit holiday pay is paid, the employer issues a certificate to the worker stating the following :

- the period in which the employee or the apprentice employee has been employed in his service and possibly the periods considered equivalent ;
- the working time agreed upon in the contract and, if appropriate, any modification(s) made ;
- the gross amounts of the single and double holiday pays which have been paid and, if appropriate, the periods corresponding to these amounts ;
- the contributions paid by the employer on the basis of the amounts declared to the social security for salaried workers ;
- if appropriate, the number of leave days already taken by the employee and the work pattern within which those days were taken ;
- the gross amounts of the supplementary holiday pay which has been paid (in the case of supplementary vacations) ;
- the number of days of supplementary vacation already taken by the employee and the work pattern within which these vacation days were taken (in the case of supplementary vacations).

The objective of the certificate is to inform the next employer about the amounts for the holiday pays already paid, either as holiday pays or as exit holiday pay or as advance holiday pay.

No later than the time when he takes his holidays, the worker hands over to his new employer the vacation certificate(s) which he will have received from his former employer(s). The new employer calculates the holiday pays that he owes to this worker and pays these holiday pays after capped deduction of the corresponding certificates.

5.6. Deductions of social security contributions

- Therefore the single holiday pay represents normally a remuneration and the single exit holiday pay (= 7,67 % of the gross remuneration) is also considered as a remuneration when it is paid.
- As regards the double holiday pay of a worker in service, a special employee (solidarity) contribution of 13, 07 % is calculated and deducted on the basis of 85 % of the normal monthly remuneration, but no deduction is made on the basis of 7 % of this remuneration (total : 92 %.)
- As regards the double exit holiday pay, a special worker's contribution of 13,07 % is calculated on the basis of 6,8 % of the gross remuneration, but no deduction is made on the basis of 0,87 % of the gross remuneration (total : 7,67 %).

This deduction is made by the debtor of the holiday pay when it is paid.

The amount deducted for the whole company is mentioned globally on the DMFA declaration (code 870) and not separately for each individual worker.

The single holiday pay must be declared by the employer who pays it, as well as and by the one who employs the worker at the time he takes these vacation days which are covered by the single holiday pay.

In order to obtain the amount on the basis of which he must pay social security contributions, when the employee takes his holidays, the new employer reduces the remuneration by the amount of the single holiday pay for which social contributions were already paid.

He does the same when the employee has worked during the qualifying vacation year under a contract for the performance of temporary or interim work (consequently no employer pays contributions on these holiday pays).

In practice, when the worker leaves employer A, the employee receives an advance holiday pay equal to 15,34 % of the remunerations paid during the year N and the possible balance of the holiday pays for the remunerations paid during the year N-1.

The 15,34 % are broken down as follows :

- single holiday pay : 7,67 %.
  This amount is subject to social security contributions ;
- double holiday pay : 7,67 %.
  including :
  a) 6,80 % which are subject to a personal contribution of 13,07 % ;
  b) the balance, i.e. 0,87 %, which corresponds to what we might call the supplementary double holiday pay.

The amount obtained corresponds to the payment of the single and double holiday pays.
The single holiday pay = 7,67 % of the total remunerations of the qualifying vacation year. This is a gross amount.
The double holiday pay = 7,67 % of the total remunerations of the qualifying vacation year. This is a gross amount for a part corresponding to 6,80 % of said remunerations and for a taxable amount as regards the balance, i.e. 0,87 % of these same remunerations.

Summary tables

The worker is in service when the main holidays are taken :

Holiday pays on the basis of a **fixed** remuneration	Legal basis	Social contributions		Calculation
		Worker	Employer	
Single holiday pay	Art 38, 1° of the Royal Decree of 30.03.67	Normal contribution of 13,07%	Normal contribution	Normal remuneration related to the vacation days
Double holiday pay	Art. 38, 2° of the Royal Decree of 30.03.67	Special (solidarity) contribution of 13,07%	No	85% of the remuneration of the month in which the

				main annual holidays are taken
Supplementary double holiday pay[3]	Art. 38, 2° of the Royal Decree of 30.03.67	No contributions cf. *Royal Decree of 28/11/69, art. 19, §1*	No contributions cf. *Royal Decree of 28/11/69, art. 19, §1*	7% of the remuneration of the month in which the main annual holidays are taken
Holiday pays on the basis of a **variable** remuneration	Legal basis	Social contributions		Summary of calculation
		Worker	Employer	
Single holiday pay	Art. 39 of the Royal Decree of 30.03.67	Normal contribution of 13,07%	Normal contribution	$X^{4}/12^{5} = Y$ $(Y/20{,}83^{6})*20^{7}$
Double holiday pay	Art. 39 of the Royal Decree of 30.03.67	Special (solidarity) contribution of 13,07%	No	Y^{8} * 85%
Supplementary double holiday pay	Art. 39 of the Royal Decree of 30.03.67	No contributions cf. *Royal Decree of 28/11/69, art. 19, §1*	No contributions cf. *Royal Decree of 28/11/69, art. 19, §1*	Y * 7%

[3] Supplementary double pay equal to the double pay of the third day of the fourth vacation week. This supplementary double holiday pay is not subject to a special security contribution.
[4] Total amount of the remunerations of the 12 months preceding the main vacation.
[5] Number of months worked during the 12 (maximum) last months.
[6] Article 39 of the Royal Decree of 30 March 1967 stipulates that the worker is entitled to a maximum of 25 days under a work pattern of 6 days. He is entitled to 20,83 days under a work pattern of 5 days/week or to (25/6)*5.
[7] 20,83 (under a work pattern of 5 days/week) multiplied by 20 days (if work has been performed during the whole year N-1).
[8] Y = average of variable remunerations including the single variable holiday during the 12 months preceding the main holidays.

Chapter VI : Professional withholding tax

Diplomatic agents, members of the administrative and technical staff and members of the service staff enjoy exemption from taxes on their official remunerations pursuant to the provisions of Article 37, §2 and §3, of the 1961 Vienna Convention on diplomatic relations, provided that they are not Belgian nationals or that they do not reside permanently in Belgium at the time of their hiring.

Consular officials, consular employees and members of the service staff enjoy exemption from taxes on their official remunerations pursuant to the provisions of Article 49, §1 and §2, of the 1963 Vienna Convention on consular relations, provided that they are not Belgian nationals or that they do not reside permanently in Belgium at the time of their hiring.

Persons falling into these two categories are considered as non-residents and are taxable in Belgium only on their income generated and collected in Belgium, other than their remunerations that are exempted.

Members of diplomatic or consular missions, who are not eligible for the exemptions foreseen by the 1961 and 1963 Vienna Conventions or for the exemptions foreseen by the double taxation conventions concluded by Belgium and third States, are taxable in Belgium. Consequently, their remunerations are taxable in Belgium and must be subject to a deduction of the professional withholding tax.

These persons are considered as permanent residents (locally recruited staff) and are taxable in Belgium on their income generated and collected in Belgium, as well as on their official remunerations.

In principle, the employer has the obligation to deduct the professional withholding tax and to pay it to the Belgian Treasury, but taking into account certain immunities enjoyed by diplomatic and consular missions, the withholding tax is deducted and paid by them on a voluntary basis.

Under no circumstances, may the worker be required to pay the professional withholding tax himself.

In the event that the employer does not make the deductions of the professional withholding tax, the worker may make prepayments. More information on this is available at the following address : http://finances.belgium.be/fr/particuliers/declaration_impot/versements_anticipes/

Information about the way of calculating and declaring the professional withholding tax and about the formalities to be completed in this respect can be obtained from the “Centre de documentation de Bruxelles” of the FPS Finance : Centre.doc.prec.bruxelles@minfin.fed.be

Chapter VII : Domestic staff

7.1 Private servants, holders of a special identity card issued by the Protocol Directorate (type "S")

Reference regulations :

- Vienna Convention of 18 April 1961 on diplomatic relations
- Vienna Convention of 24 April 1963 on consular relations
- Law of 3 July 1978 on employment contracts
- Royal Decree of 30 October 1991 on residence documents of certain foreigners in Belgium
- Protocol Guide

In June 2011, the General Conference of the International Labour Organisation (ILO) adopted the Convention N°189 concerning decent work for domestic workers.
This Convention has been ratified by Belgium on 10 June 2015 and entered into force on June 2016.

7.1.1. Definition of the domestic worker

Under Belgian law, the domestic worker is defined as a worker who undertakes to perform against remuneration, under the authority of an employer, mainly housekeeping activities of manual nature to meet the needs of the household of the employer or his family (Article 5 of the Law of 3 July 1978 on employment contracts).

This work must be of a predominant manual nature and the activity must be carried out directly and principally for the benefit of the employer's household.

The 1961 Vienna Convention on diplomatic relations defines a « private servant » as a person who is in the domestic service of a member of the mission and who is not an employee of the sending State. The 1963 Vienna Convention on consular relations defines a « member of the private staff » or « private servant » as a person who is employed exclusively in the private service of a member of the consular post.

The Protocol Guide incorporates mutatis mutandis the following definition :

« A person who is in the domestic service of a member of the mission (or of the career consular post) and who is not an employee of the sending State ».

In order to obtain a special identity card under the Royal Decree of 30 October 1991, a private servant can be employed only by the head of a diplomatic mission (max. 2 private servants), the head of a career consular post (max. 1 private servant) or the head with diplomatic status of a recognized international organisation (max. 1 private servant).

7.1.2. Recruitment

Before the worker travels to Belgium, the employer and the worker shall conclude an employment contract (service agreement) that is to be implemented in Belgium, and shall sign a declaration which specifies the arrangements concerning the return of the worker to his country of origin when the contract ends.

The employer shall commit to offering the worker a full-time exclusive employment, in accordance with the labour legislation in force in Belgium, as is stated in the standard employment contract.

Conditions :

In order to be able to work in Belgium under a special status with a special identity card issued by the FPS Foreign Affairs (the Protocol Directorate), applicants must fulfil certain conditions stipulating that they :

- do not have Belgian nationality ;
- do not illegally reside on Belgian territory ;
- do not temporarily reside in Belgium (for instance : as a tourist, student, …) ;
- do not have a long term residence in Belgium ;
- are at least 18 years of age ;
- they hold a national passport valid for at least six more months.

(Some of the conditions shall apply subject to the EU regulations on the free movement of persons)

The status of private servant will only be granted for a maximum period of 10 years, which includes any previous stay.

Before the worker travels to Belgium :

The diplomatic mission, the consular post or the international organisation sends the request to recruit a private servant to the Protocol Directorate of the Federal Public Service (FPS) Foreign Affairs, Foreign trade and Development Cooperation via a note verbale, along with :

- the employment contract (original version or colour copy, in French, Dutch, German or English) ;
- the declaration of return, signed by both the employer and the worker ;
- a photocopy in colour and of good quality, of the pages of the passport containing data as regards identity and validity period.

The declaration of return specifies the arrangements concerning the return of the worker to his country of origin when the contract ends. The employer commits to bear the costs of the return of the worker and the worker commits to return to his country of origin when the contract expires or ends.

After having checked and endorsed the contract, the Protocol Directorate accepts the hiring of the private domestic worker with privileged status.

The Protocol Directorate then requests the mission to notify the servant to contact the competent Belgian diplomatic mission.

All persons requiring a tourist visa for a short stay of up to 90 days in the Schengen area are subject to the visa requirement – even if they are already in possession of a residence permit in another country within the Schengen area.

For the processing of his visa application, the private domestic worker shall be able to submit :

- a medical certificate drawn up by a doctor recognized by the Belgian Embassy ;
- a « certificate of good conduct » or a similar certificate ;

- a certificate of residence issued by the competent local authorities of the country of residence ;
- proof that the person concerned is covered by an « health care » insurance, either under the provisions of the social security system of his home country or of a third State, or otherwise under a contract taken up with a Belgian or foreign private insurer ;
- proof that the person concerned is covered by an insurance for accidents at work and for medical repatriation to his country of origin.

If the domestic worker is not subject to the visa requirement, the same documents are to be submitted when applying for the special identity card.

Upon the arrival of the worker in Belgium :

Upon arrival of the domestic worker in Belgium, the diplomatic mission, the consular post or the international organisation must apply for a special identity card at the Protocol Directorate of the FPS Foreign Affairs.

Upon invitation of the Protocol Directorate, the worker will personally collect his special identity card. On that occasion, domestic workers receive useful information and addresses they might need. They are also informed of their rights and obligations. They also receive explanations about their living and working conditions.
In case of proven abuses, the Protocol Directorate reserves the right to refuse to grant special identity cards to private servants.

The employee's stay is explicitly linked to the employer's period of stay. The special identity card of the domestic worker is valid for one year and can be renewed.
Its period of validity may not exceed that of the employer's special identity card and may not exceed a maximum of ten consecutive years, including prior residence under another status.

7.1.3. Employment contract

Domestic workers recruited by a diplomat must conclude a private employment contract, governed by the general rules on employment contracts. This is an employment contract for domestic workers which, to be in compliance with the Belgian legislation, must be signed by the employer and the private servant. Then it must be forwarded to the Protocol Directorate within the framework of the procedure for obtaining the visa and the special identity card.

The Protocol Directorate wishes that the standard contract for private servants, which corresponds to the Belgian legislation in force, be used.

As the private servant is employed within the private residence of a head of a diplomatic mission or of a head of a career consular post or of a head with diplomatic status of a recognized international organisation, the head of mission is considered as an employer and the rules applicable to the private sector apply to domestic workers.

Statements in the contract

The contract must always inlude :

- the date of entry into employment and if it concerns a definite or an indefinite period ;
- the place where the contract is fulfilled and the content of the job ;

- if the worker is employed on a « full-time » basis and if he doesn't work for another employer ;
- the amount of the salary (gross salary), the benefits in kind granted, the working hours, the vacation days and leaves, the terms of notice as well as other provisions concerning labour conditions, in accordance with the Belgian legislation ;
- that the employer will take care of the insurance providing the worker with a coverage for medical care, either under the provisions of the social security system of his home country or of a third State, or otherwise under a contract taken up with a Belgian or foreign private insurer ;
- that the employer also takes up an insurance contract covering accidents at work and, if applicable, the medical repatriation to the country of origin ;
- the declaration of return, signed by the worker and the employer, which is annexed to the employment contract. The worker hereby commits himself to return to his country of origin when the contract expires or ends ;
- that the employer commits himself to bear the costs for the return of the worker.

This contract is drafted, either in Dutch ,in French or in English.
Both the employer and the worker keep a copy of the contract. The employer makes sure there is a translation of the contract in a language that the worker understands. One copy of this translation will also be handed over to the domestic worker.

Obligations of the employer

The employer must fulfil a certain number of obligations which have to be included in the employment contract.

<u>The employer must commit to :</u>

- offering the domestic worker a full-time employment ;
- making sure that the housing conditions of the worker are decent and healthy. If the employer accommodates the domestic worker under his roof, the latter will dispose at least of a personal room that can be locked. He also has to provide him with healthy and sufficient food (in the event that he has committed to giving the worker accommodation) ;
- making the domestic worker work under the conditions, the work pattern and at the place of work which have been agreed upon and putting at his disposal (unless otherwise provided for) the assistance, the tools and the materials necessary to carry out his work ;
- ensuring that the work is done in suitable conditions in terms of safety and health of the worker;
- paying the remuneration under the conditions, the work pattern and at the place of work which have been agreed upon ;
- paying the costs of return of the domestic worker (and of his dependents) to his country of origin at the end of the contract or at any point in time on which the contract is terminated (for example due to the departure of the employer ;
- leaving the domestic worker in possession of his passport and his special identity card.

7.1.4. Working time

The legal rules governing working time (Law of 16 March 1971 on labour) do not apply to domestic workers.

The domestic worker is entitled to the Sunday rest.
Concerning the Sunday rest, it is possible to employ the domestic worker on one (1) Sunday out of four consecutive Sundays, with compensatory rest within the six days following this Sunday.

7.1.5. Remuneration

The Joint Committee No 323 has set pay scales for domestic workers :

	Category 1	Category 2	Category 3
Experience	Gross monthly salary	Gross monthly salary	Gross monthly salary
0	1 624,26€	1 700,73€	1 855,33€
+6m	1 667,39€	1 747,64€	1 906,47€
+12m	1 686,52€	1 768,46€	1 929,20€

The choice between salary categories 1, 2 or 3, including the potential benefits in kind, must take place according to the nature of the job description included in the employment contract or to the specific planned tasks.

Experience is defined as all the periods of actual professional activities and professional activities considered equivalent within the position.

Attention : after having been employed for 6 or 12 months (respectively) by the same employer, the domestic worker will automatically receive the corresponding higher gross monthly salary.

Therefore, there is no need to change the employment contract to take into account each pay indexation or seniority increase. The employer must, of course, pay the remuneration corresponding at least to the last indexed pay scale, always taking into account the seniority of the domestic worker. (See the pay scale amounts indexed annually by JC 323. They are available on www.fs323.be.

A part of the remuneration may be granted in kind but it may not exceed a certain percentage of the total remuneration :

- i.e. 20 % of the total remuneration ;
- i.e. 40 % of this remuneration if the worker has a house or an apartment at his disposal ;
- i.e. 50 % if the worker is given complete accommodation and board.

A flat-rate assessment is applicable, in compliance with the above rule :

- 0,55 € for breakfast ;
- 1,09 € for lunch ;
- 0,84 € for supper ;
- 0,74 € for accommodation if only one room is at the disposal of the worker.

Benefits in kind must be evaluated in writing and notified to the worker at the time of hiring.

Since 1 October 2016, it is no longer possible to pay the salary cash-in-hand). It must be paid cashless, into the bank account of the worker.

The salary must be paid in Euro, the accepted currency in Belgium.

It is not possible to pay workers employed in Belgium in dollars or in pesos.

This would be disadvantageous for the worker who would then have to change this money into €, thus incurring exchange rate charges.

7.1.6. Social security

The private servants who are holders of a special identity card (type S) must be subject to the Belgian social security in the following situations :

- If they fall under the Belgian social security law pursuant to an international agreement or a bilateral social security agreement (see the list of countries which have concluded a social security bilateral agreement with Belgium on https://www.socialsecurity.be/CMS/fr/coming_to_belgium/convention/FODSZ_Convention).
- If they are not exempted from the Belgian social security law pursuant to the Vienna Conventions on diplomatic and consular relations.
- If they are exempted from the Belgian social security law pursuant to the Vienna Conventions because their employer has subjected them to the Belgian scheme on a voluntary base.

In these three different situations, this staff does not need to be covered by a private insurance since the reimbursement of health care costs is borne by the Belgian social security cover.

It should be noted that the exemption from the social security provisions in force in the receiving State, provided for in the Vienna Convention (Articles 33 and 37) on diplomatic relations, is granted only on condition that members of the domestic staff :

- are not nationals of the receiving State or do not permanently reside in the receiving State
  - And
- are subject to the social security provisions in force in the sending State or in a third State.

7.1.7. Statutory vacation

Vacation must be taken within the twelve months following the reference year.

Regarding domestic workers who have to be declared to Belgian social security :

The rules concerning manual workers are applicable. The employer does not calculate the vacation length. It is calculated by the vacation fund to which he is affiliated, on the basis of the multi-purpose declaration to the NSSO.
Payment of the holiday pay is made through a vacation fund.

Note : the entitlement to statutory vacation, which is governed by rules presented here, is limited to the domestic workers who must be subject to the Belgian social security.

According to the entitlement to annual vacation, which is a matter of Belgian public social order, domestic workers who do not need to be subject to the Belgian social security need to be given paid vacation time. Its duration and its amount must be at least equivalent to those provided for workers subject to Belgian social security (see above). The payment of these days of leave is not made through a vacation fund but directly by the employer, as for employees, in the absence of any other payment mechanism for annual vacation.

7.1.8. Public holidays

Domestic workers are entitled to ten legal public holidays. These days are as follows :

- 1 January ;
- Easter Monday ;
- 1 May ;
- Ascension day ;
- Whit Monday ;
- 21 July ;
- 15 August ;
- 1 November ;
- 11 November ;
- 25 December.

They may not work more than three public holidays a year.

If the domestic worker has worked on a public holiday, he is entitled to a compensatory rest day within the next six days.

7.1.9. Professional withholding tax

Domestic workers in the private service of members of diplomatic missions may enjoy exemption from taxes on their salaries on the basis of the provisions of Article 37, § 4, of the Vienna Convention on diplomatic relations.

However they are considered as residents in Belgium and are subject to the personal income tax (PIT) on the basis of all their revenues generated and collected in Belgium or abroad, other than their remuneration which is exempted.

Domestic workers in the private service of members of consular missions who do not enjoy exemption from taxes on their remunerations pursuant to the provisions of the Vienna Convention on consular relations may, if applicable, enjoy exemptions pursuant to the provisions of the double taxation conventions concluded by Belgium and third States. In any case, they are considered as residents in Belgium and are subject to the personal income tax (PIT) on the basis of all their revenues generated and collected in Belgium or abroad.

The double taxation conventions concluded by Belgium are available at the following address :
http://ccff02.minfin.fgov.be/KMWeb/document.do?method=view&id=27c5818d-7978-4749-a1ee-4f4816d3306d#findHighlighted

7.1.10. Health coverage

It is the responsibility of the employer to ensure that the worker's health care costs are covered by an insurance, either under the social security provisions of the country of origin or of a third country, or under a contract taken out with a Belgian or foreign private insurer.
The employer also takes out an insurance which covers accidents at work and, if applicable, medical repatriation to the country of origin.

This insurance is paid for by the employer only.

For members of domestic staff who are covered by the Belgian social security scheme (in application of the international rules in force, or who do not benefit from the exemption from subjection to Belgian social security, provided for by the Vienna Conventions, or who have been subject to the Belgian scheme on a voluntary basis), the reimbursement of health care (and others) is covered by Belgian social security.

7.1.11. Illness of the domestic worker

In case of illness, the domestic worker maintains the right to his normal remuneration (100%) during a period of seven days from the first day of work incapacity.
From the 8th day and till the 14th day of incapacity, the employer is also liable for the payment of a guaranteed salary equal to 60% of the monthly gross remuneration, which is capped, however, at 3.464,63 € (since 1 April 2015).

The right to the salary is guaranteed, regardless of the worker's seniority.

The domestic worker who, even after a short return to work, becomes unable to work again, is entitled once again to 100% of his salary during a period of 7 days.

As long as necessary, the employer must provide normal accommodation and appropriate care to the domestic servant who is unable to work (medical, surgical, pharmaceutical and hospitalization costs are not borne by the employer).

7.1.12. Work-related accident

A work-related accident is an accident that occurs during the performance of the employment contract or on the way to work, and which results in injury.

During the first seven calendar days of incapacity, the domestic worker is entitled to 100% of his normal remuneration, to be paid by his employer, for each day of work that would have been worked, had he not been incapacitated. The employer will then be reimbursed by the insurance company.

If the illness begins on a working day, that day shall be considered the first day of the guaranteed weekly salary period.

From the 8th day till the 30th day of incapacity, the employer pays an amount equal to the normal salary in advance. For the same period, the insurer shall pay the employer the daily compensations provided for in respect of accidents at work or occupational diseases.

After the 30th calendar day of incapacity, the worker is entitled to the daily compensations paid directly by the insurer.

With few exceptions, any employer employing staff members, whether or not they are subject to social security for salaried workers and regardless of their status, is required to take out a **statutory insurance policy against accidents at work**. This obligation is binding on the employer regardless of the daily and/or weekly duration of the work performed.

7.1.13. Termination of the employment contract

The employer may not dismiss the domestic worker overnight without compensation, except in cases of serious misconduct.

If the domestic employment contract is concluded for an indefinite period of time, either party may terminate the contract by giving notice. The deadlines are the same as those indicated in this brochure on pages 16 and 17.

The contract continues until the end of the function of the employer (Head of Diplomatic Mission or Head of Consular Post or Head with diplomatic status of a recognized international organization).

When the contract ends, the domestic worker employed by a head of a diplomatic mission, a head of a career consular post or a head with diplomatic status of a recognized international organization must leave the territory and give his or her special identity card to the employer, who then returns it to the Protocol Directorate.

The costs of return (airplane ticket) to the country of origin shall be borne by the employer, as indicated in the domestic worker's employment contract.

7.1.14. Locally recruited private servants

The Protocol Directorate does not issue special identification cards to locally recruited staff
(i.e. of Belgian nationality or permanent resident)

Belgian legislation applies to locally recruited staff members of the diplomatic mission or consular post. Persons recruited in Belgium are subject to the mandatory provisions of Belgian labour law and the Belgian social security laws. On pain of nullity, employers and workers may not conclude an employment contract that infringes upon these mandatory provisions.

The employer must pay the social security contributions due to the National Social Security Office (ONSS) on time.

Towards the employer, the Protocol Directorate stresses the usefulness of having the diplomatic mission or consular post affiliated with a recognized social secretariat for the administrative management of the local worker.

Chapter VIII : Members of the service staff

8.1. Members of the service staff holding a special identity card (type "S") issued by the Protocol Directorate

"Service staff" is defined as the members of the diplomatic mission or consular post employed in the domestic service of the mission or post, as defined in the Vienna Conventions on diplomatic and consular relations, Article 1 (g) and Article 1 (f) respectively.

They are therefore persons in the service of the sending State who are sent to Belgium (not to be confused with private servants working in the private service of a head of a diplomatic mission, a head of a consular post or a head with diplomatic status of a recognized international organization).
For example : a driver, a gardener, a cook, or maintenance staff working in the diplomatic mission.

The sending State is the employer of the service staff member, who it then assigns to its diplomatic mission or consular post in Belgium.
The sending state assumes the responsibility and the costs associated with this assignment and hiring, and, upon completion of the assignment, the costs related to the return or transfer of the assigned staff member.
The sending State also undertakes to pay the staff member according to the cost of living and purchasing power in Belgium.

The Protocol Directorate recognises the privileged status of service staff and grants a special "S" type identity card only to persons who are not Belgian nationals or who are not considered permanent residents in Belgium. The latter category of workers does not fall under the mandate of the Good Offices Commission.

At the end of the mission, the service staff member concerned must return his or her special identity card, through his or her diplomatic mission or consular post, to the Protocol Directorate.

Conditions

In order to obtain a special identity card from the Protocol Directorate as a member of the service staff, the person in question must meet the following conditions :

- He/she must not have Belgian nationality ;
- He/she must not reside illegally in Belgium ;
- He/she must not be staying in Belgium temporarily (e. g. as a tourist, student, au pair, etc.) ;
- He/she must not have long-term residence in Belgium ;
- He/she must be at least 18 years old ;
- He/she must hold an ordinary passport that is still valid for at least 6 months.

The service staff member's status may only be granted for a maximum of 10 years, including any prior stay.

Workers who are holders of a « S » card are subject to Belgian social security in the three following situations :

- If they are covered by Belgian social security law under an international agreement or under a bilateral social security agreement.
- If they are not exempted from Belgian social security law under the Vienna Conventions.
- If they are exempted from Belgian social security law under the Vienna Conventions but their employer subjects them to the Belgian social security scheme on a voluntary basis.

In these three different situations, this staff must not be covered by a private insurance since reimbursement of health care is covered by Belgian social security.

In other cases, workers who are holders of a « S » card must not be subject to Belgian social security, but the sending State must ensure that it takes out a private insurance to cover all medical expenses in Belgium and a possible repatriation of the service staff member to the country of origin.
The sending State must bear the full costs of the private insurer.

This category of workers does not fall within the mandate of the Good Offices Commission.

8.2. Locally hired service staff members

Any person who is able to work in Belgium may be employed by a diplomatic mission or consular post accredited in Belgium.
The Protocol Directorate does not issue special identification cards to locally recruited staff (i.e. of Belgian nationality or permanent resident).

Belgian legislation applies to locally recruited staff members of the diplomatic mission or consular post. Persons recruited in Belgium are subject to the mandatory provisions of Belgian labour law and the Belgian social security laws. On pain of nullity, employers and workers may not conclude an employment contract that infringes upon these mandatory provisions on pain of nullity.

The employer must pay the social security contributions due to the National Social Security Office (ONSS) on time.

Towards the employer, the Protocol Directorate stresses the usefulness of having the diplomatic mission or consular post affiliated with a recognized social secretariat for the administrative management of the local worker.

ANNEXES

1. Model full-time employment contract (only for locally hired staff)

Employment contract for full-time workers employed in embassies and diplomatic missions

Between State (name of the foreign country),
represented by Mr XXXX, Ambassador of xxxxxxx in Brussels,
employer,
……

and
Mr/Mrs/Ms……
residing in ……
……
holder of identity card No xxxxxxx issued by the municipality of xxxxxxxx,
on xxxxxxxxxx and valid until ……
worker,

The following has been agreed :

Article 1 : The employer takes on the worker on the basis of an employment contract as of
……
The worker holds the position of :
……
The worker performs the following tasks :
……

Article 2 : The contract is concluded :
- For an indefinite period : ……
- For a definite period from ……..until ……
- For a clearly defined work : ……
……

Article 3 : The place where the work will be performed is :
……

Article 4 : The working time is established at 38 hours per week on average for a full-time equivalent of 5 days a week and is distributed as follows :

Monday :	from ……. till …….	and from ….. till …..
Tuesday :	from ……. till …….	and from ….. till …..
Wednesday :	from ……. till …….	and from ….. till …..
Thursday :	from ……. till …….	and from ….. till …..
Friday :	from ……. till …….	and from ….. till …..
Saturday :	from ……. till …….	and from ….. till …..
Sunday :	from ……. till …….	and from ….. till …..

The worker is entitled to a break of … minutes/hours every ……, whatever the fixed schedule/at least/at a minimum.

Article 5 : At the signing date of this contract, the agreed gross monthly salary was set at …… EUR per month.

Article 6 : It was further agreed that the following advantages were granted :

- ☐ Meal vouchers with a nominal value of …… EUR, consisting of the worker's part, of ……. EUR, and the employer's intervention, of …….EUR
- ☐ Travelling expenses to and from work : the social public transport pass will be paid by the employer
- ☐ Other advantages : …….

Specify the advantages that are granted to the worker and, where appropriate, the conditions for granting these benefits.

Article 7 : The salary will be paid on …… by transfer to the following bank or postal account :

IBAN ……..
BIC ……..

Article 8 : The work and pay conditions are determined and, if necessary, adapted on the basis of the decisions of Joint Committee 337.
Whatever the nature of the intellectual or manual work, the provisions of Joint Committee 337 serve as reference.

The salary shall be indexed pursuant to the indexation of Joint Committee No 200, which means that it will be adapted by the same percentage and at the same time.

The employer agrees to issue a pay slip at the time of payment of the salary.

The employer has to fulfil his tax and social security obligation (cf. the useful addresses annexed to this employment contract).

Under no circumstances :
- the worker may not be required to bear the so-called "personal social contributions" himself.
- the worker may not be required to pay the professional withholding tax himself, without prejudice to other tax provisions.

The worker is required to comply with his tax obligations in Belgium and to pay taxes in Belgium or in another country in accordance with the applicable international legislation.

Article 9 : If the worker is unable to perform his work due to illness or accident, he has to prove this to his employer within two working days from the day of incapacity by means of a medical certificate, which he sends to his employer by postal mail or has handed over to his employer. When the certificate is sent by postal mail, the postmark date shall be considered as the date of mailing.

If the worker is incapacitated for work, he immediately has to inform his employer thereof.

The same obligations apply in case of extension of the incapacity for work.

Article 10 : The worker shall be entitled to the remuneration he would have received, especially if he had been fit for work and had been able to perform his daily tasks normally, but :
1° going to his work as usual, arrives late or fails to arrive at the workplace, provided that such delay or absence is caused by something that happened on the way to work and that was beyond his control ;
2° except in case of a strike, is unable, due to something beyond his control, either to start work although he arrived at the workplace as usual, or to pursue the work he was doing.

Article 11 : Provided that the contract has been concluded for an indefinite period, the employer and the worker may terminate this contract by means of a written notice to the other party. The period of notice shall be determined in accordance with the provisions of articles 37/2 et seq. of the Law of 3 July 1978 on employment contracts, and in accordance with the provisions laid down in the Law of 26 December 2013 on the introduction of a single status for manual workers and employees as regards the notice periods, the waiting day and accompanying measures.
The motivation of the dismissal shall be based on the Collective labour agreement No 109 of 12 February 2014 concerning the motivation of dismissal.

Article 12 : If this contract was concluded for a definite period or for a clearly defined work, it automatically ends on the specified date or after the execution of the agreed work. However, if the contract is terminated before the end of the specified period or before the agreed work is carried out, a compensation in lieu of notice is due in accordance with the requirements of the Law of 3 July 1978 on employment contracts and in accordance with the provisions laid down in the Law of 26 December 2013 – unless the contract is terminated for serious reasons.
The motivation of the dismissal shall be based on Collective Labour Agreement No 109 of 12 February 2014 concerning the motivation of dismissal.

Article 13 : For the rest, this contract is subject to the provisions of the Law of 3 July 1978 on employment contracts and its implementing decrees and the provisions of the work rules.

The worker is at least entitled to the annual vacation granted under the Belgian regulations governing the general arrangements for the implementation of the laws on annual vacation for salaried workers

Article 14 : It is further agreed as follows:
……
……

Article 15 : All communications concerning the rights and obligations of the worker (employment contract, pay slip and annexes) are issued in one of the 3 national languages.

Belgian law applies to this employment contract and the Belgian courts and tribunals are competent to hear disputes arising from this employment contract.

Article 16 : The worker acknowledges having received a copy of this contract and a copy of the work rules. He declares he accepts the terms and conditions.

Done in two copies signed by the parties, in……., on……

Signature of the worker (preceded by the handwritten words "read and approved")

Signature of the employer or his representative

2. Model part-time employment contract (only for locally hired staff)

Employment contract for part-time workers employed in embassies and diplomatic missions

Between State (name of the foreign country),
represented by Mr XXXX, Ambassador of xxxxxxx in Brussels,
employer, ……

and
Mr/Mrs/Ms……
residing in ……
……
holder of identity card No xxxxxxx issued by the municipality of xxxxxxxx,
on xxxxxxxxxx and valid until …… ,
worker,

The following has been agreed:

Article 1 : The employer takes on the worker on the basis of an employment contract as of ……
The worker holds the position of :
……
The worker performs the following tasks :
……
……

Article 2 : The contract is concluded :
- For an indefinite period : ……
- For a definite period from ……..until……
- For a clearly defined work : ……
  ……

Article 3 : The place where the work will be performed is :
……

Article 4 : The worker is employed part-time.
The working time is established at :
- …….. hours per week according to the following work schedule :

Monday : from ……. till ……. and from ….. till …..
Tuesday : from ……. till ……. and from ….. till …..
Wednesday : from ……. till ……. and from ….. till …..
Thursday : from ……. till ……. and from ….. till …..

Friday : from ……. till ……. and from ….. till …..
Saturday : from ……. till ……. and from ….. till …..
Sunday : from ……. till ……. and from ….. till …..

A copy of the employment contract or an extract of the employment contract containing the working hours, which mentions the identity of the part-time worker and is signed by the worker and the employer, has to be kept at the place where the work rules can be consulted.

- … hours on a cycle of ….. weeks, according to the following work schedule :

Monday : from ……. till ……. and from ….. till …..
Tuesday : from ……. till ……. and from ….. till …..
Wednesday : from ……. till ……. and from ….. till …..
Thursday : from ……. till ……. and from ….. till …..
Friday : from ……. till ……. and from ….. till …..
Saturday : from ……. till ……. and from ….. till …..
Sunday : from ……. till ……. and from ….. till …..

It must be possible to determine at any time when the cycle begins. A copy of the employment contract or an extract of the employment contract containing the working hours, which mentions the identity of the part-time worker and is signed by the worker and the employer, has to be kept at the place where the work rules can be consulted.

- … hours per week or … hours on a work cycle of … weeks, under a variable work schedule.

In this case, the working days and hours have to be communicated to the worker at least 5 working days in advance and a notice containing the working hours of each day has to be displayed on the premises of the embassy, at the place where the work rules can be consulted.

- a weekly average duration of … hours over a period of … weeks (maximum 13 weeks)

In this case, the working days and hours have to be communicated to the worker at least 5 working days in advance and a notice containing the working hours of each day has to be displayed on the premises of the embassy, at the place where the work rules can be consulted.

If necessary, the embassy shall keep a record in which all the exceptions to the work schedule defined in the employment contract or to the displayed variable work schedule should be noted.

Every exception to the work schedule has to be signed by the worker concerned and an embassy official has to sign this document at least once a week.

The worker is entitled to a break of ….minutes/hours every……, whatever the fixed schedule/at least/at a minimum.

Article 5 : At the signing date of this contract, the agreed gross monthly salary was set at ……. EUR per month.

Article 6 : It was further agreed that the following advantages were granted :

- ☐ Meal vouchers with a nominal value of ……. EUR, consisting of the worker's part, of ……. EUR, and the employer's intervention, of …….EUR
- ☐ Travelling expenses to and from work : the social public transport pass will be paid by the employer
- ☐ Other advantages : …….

Specify the advantages that are granted to the worker and, where appropriate, the conditions for granting these benefits.

Article 7 : The salary will be paid on …… by transfer to the following bank or postal account :

IBAN ……..
BIC ……..

Article 8 : The work and pay conditions are determined and, if necessary, adapted on the basis of the decisions of Joint Committee 337.
Whatever the nature of the intellectual or manual work, the provisions of Joint Committee 337 serve as reference.

The salary shall be indexed pursuant to the indexation of Joint Committee No 200, which means that it will be adapted by the same percentage and at the same time.

The employer agrees to issue a pay slip at the time of payment of the salary.

The employer has to fulfil his tax and social security obligation (cf. the useful addresses annexed to this employment contract).

Under no circumstances :

- the worker may not be required to bear the so-called "personal social contributions" himself.
- the worker may not be required to pay the professional withholding tax himself, without prejudice to other tax provisions.

The worker is required to comply with his tax obligations in Belgium and to pay taxes in Belgium or in another country in accordance with the applicable international legislation.

Article 9 : If the worker is unable to perform his work due to illness or accident, he has to prove this to his employer within two working days from the day of incapacity by means of a medical certificate, which he sends to his employer by postal mail or has handed over to his employer. When the certificate is sent by postal mail, the postmark date shall be considered as the date of mailing.
If the worker is incapacitated for work, he immediately has to inform his employer thereof.

The same obligations apply in case of extension of the incapacity for work.

Article 10 : The worker shall be entitled to the remuneration he would have received, especially if he had been fit for work and had been able to perform his daily tasks normally, but :
1° going to his work as usual, arrives late or fails to arrive at the workplace, provided that such delay or absence is caused by something that happened on the way to work and that was beyond his control ;
2° except in case of a strike, is unable, due to something beyond his control, either to start work although he arrived at the workplace as usual, or to pursue the work he was doing.

Article 11 : Provided that the contract has been concluded for an indefinite period, the employer and the worker may terminate this contract by means of a written notice to the other party. The period of notice shall be determined in accordance with the provisions of articles 37/2 et seq. of the Law of 3 July 1978 on employment contracts and in accordance with the provisions laid down in the Law of 26 December 2013 on the introduction of a single status for manual workers and employees as regards the notice periods, the waiting day and accompanying measures.
The motivation of the dismissal shall be based on Collective Labour Agreement No 109 of 12 February 2014 concerning the motivation of dismissal.

Article 12 : If this contract was concluded for a definite period or for a clearly defined work, it automatically ends on the specified date or after the execution of the agreed work. However, is the contract is terminated before the end of the specified period or before the agreed work is carried out, a compensation in lieu of notice is due in accordance with the requirements of the Law of 3 July 1978 on employment contracts and in accordance with the provisions laid down in the Law of 26 December 2013 – unless the contract is terminated for serious reasons.
The motivation of the dismissal shall be based on Collective Labour Agreement No 109 of 12 February 2014 concerning the motivation of dismissal.

Article 13 : For the rest, this contract is subject to the provisions of the Law of 3 July 1978 on employment contracts and its implementing decrees and the provisions of the work rules.

The worker is at least entitled to the annual vacation granted under the Belgian regulations laying down the general terms for the implementation of the laws on annual vacation for salaried workers.

Article 14 : It is further agreed as follows :
……
……

Article 15 : All communications concerning the rights and obligations of the worker (employment contract, pay slip and annexes) are issued in one of the 3 national languages.

Belgian law applies to this employment contract and the Belgian courts and tribunals are competent to hear disputes arising from this employment contract.

Article 16 : The worker acknowledges having received a copy of this contract and a copy of the work regulations. He declares he accepts the terms and conditions.

Done in two copies signed by the parties, in……., on……

Signature of the worker (preceded by the handwritten words "read and approved")	Signature of the employer or his representative

3. Standard work rules

Work rules of …… of the post ……

These work rules, which are the result of a consultation conducted between ..... the employer and ....., were negotiated and approved by both parties and apply to local contractual staff employed by the Embassy / Consulate / Mission / Permanent Representation of ..... in Brussels.

Address of the Embassy / Consulate / Mission / Permanent Representation

Location(s) of occupation: ... ..

1. Scope and consultation

The provisions of Belgian law shall prevail at all times on the work rules and shall, in case of dispute or divergence of interpretation, be the only applicable reference texts.

This document is intended to bring to the attention of the local contractual staff employed by the post the most important elements in terms of labour relationships. This list is not exhaustive. If there are any internal rules specific to the post, which are more favourable to the workers, these will also apply.

All workers shall receive a copy of these work rules.

2. Rights, duties and prohibitions

2.1. Right to be treated with dignity and courtesy

The worker has the right to be treated with dignity and courtesy by his hierarchic superiors, his colleagues or his subordinates. He shall also refrain from any verbal or non-verbal behaviour which might affect this dignity.

2.2. Right to information

The worker has the right to information for all relevant aspects in the performance of his duties. His hierarchic superior shall ensure the transmission thereof.

2.3. Right to training

Every worker has the right to appropriate training for the performance of his duties. His employer shall endeavour to provide for this training.

2.4. Freedom of expression

The worker has the freedom of expression with respect to facts within his knowledge in the exercise of his duties.

His right to speak and publish freely :

- Is subject to specific restrictions previously defined and agreed upon by both parties.
- Is limited to the expression of a personal opinion and does not allow him either to speak on behalf of the Embassy / Consulate General of..... or to create any confusion in that matter or even to disclose the existence of data and classified documents which he would have knowledge or custody of.
- It is forbidden for the worker to communicate facts regarding :
  - The security of the State ... ;
  - The protection of the public order ;
  - The financial interests of the Embassy, Consulate ... ;
  - The prevention and punishment of criminal offenses ;
  - The medical confidentiality ;
  - The rights and liberties of citizens ;
  - The respect of privacy ;
  - The preparation of decisions, as long as the final decision has not been taken.

  This secrecy obligation is subject to legal and regulatory provisions requiring officials to disclose facts.

2.5. Freedom to join a trade union

The worker has the right to join a trade union and be represented by a delegate as appropriate.

2.6. Right to consult his personal file

The worker has the right to consult all of his personal file whenever he so requests.

2.7. Duty to notify his employer relating to personal data

The worker agrees to promptly notify the employer of any change in his personal situation, i.e. change of address or marital status.

2.8. Hierarchical authority

The worker performs his duties under the hierarchical authority and supervision of the chief of post and in the absence of this latter, under the authority of any other official designated for this purpose by the chief of post.
In this context, the worker shall show loyalty, professional awareness and integrity.

The persons responsible for the direction or supervision shall observe vis-à-vis the workers the rules of justice, morality and civility.

2.9. Notification of cumulation

The worker informs the chief of post or his delegate of his intention to exercise any other additional activities. He avoids all conflicts of interest.

2.10. Prohibition of discriminatory treatment

The employer and his representative treat other staff members of the Embassy / Consulate / Mission / Representation with understanding and without any discrimination.

2.11. Prohibition of corruption

The worker cannot demand, request or receive, directly or through an intermediary person, even outside his duties but because of them, any gifts, gratuities or advantages.

2.12. Other prohibitions in general :

- Prohibition to come to work and of being there when drunk ;
- Prohibition to bring or use illegal drugs at the workplace ;
- Prohibition to commit acts that are contrary to good morality ;
- Prohibition to endanger the personal safety of other officials or other persons ;
- Prohibition to install, without prior approval of the of the service that is competent for the post's information technology, software other than that installed by the post ;
- Prohibition to enter areas of the post, the access of which requires an authorization which lacks ;
- Prohibition to admit unauthorized persons from outside the post in areas to which access is prohibited to the public ;
- Prohibition to enter or leave the building through other accesses than those provided for this purpose.

3. Working time and rest time

- Maximum duration of daily work

The ordinary workday runs from ..... until ..... and from ..... to ..... The twelve o'clock pause lasts for .....

All services performed outside of these hours will be considered as additional and recoverable working time according to the timetable as follows :
.....

Every working day started is considered performed and due regardless of its duration.

All times available to the employer are regarded as working time.

- Maximum duration of the working week

Working hours on average cannot exceed 38 hours per 5-day week over a reference period of one quarter.

The working week runs from Monday to Friday. Saturday and Sunday are not considered normal working days for all members of the local contractual staff, whatever their functions.

The Embassy / Consulate / Mission / Representation uses the following method to register working time : .....
If there is a flexible timetable, this must be specified in the work rules.

Missions requiring travel of several days are recognized as working time as follows ..... and paid as follows ....

- Annual leave and holidays

The worker is entitled to paid annual holidays, the number of which granted each year may not be less than that determined by application of the laws relating to annual vacation for salaried workers, coordinated on June 28, 1971, and of the Royal Decree of 30 March 1967 determining the general terms for the implementation of laws relating to annual vacation for salaried workers. The terms of allocation of these days of paid leave and holiday pay related thereto shall comply with this regulation. The Embassy / Consulate / Mission / Representation may decide to grant more days of leave than those granted under this regulation.

The list of public holidays shall be communicated at the beginning of the year; as well as the lieu days of a holiday falling on a Saturday or Sunday.

Public holidays, usual days of inactivity, work stoppage days and days of rest defined by the aforementioned regulations concerning annual leave of salaried workers cannot be posted to the annual vacation days.

The worker shall apply for leave as follows : .....

- Other leaves
- Social leaves
- Leaves for compelling reasons

- Work-related accidents

The worker injured in an accident on the way to work has to inform or notify the employer of it immediately by providing all necessary information for the accident declaration.

The Embassy / Consulate / Mission / Permanent Representation shall comply with Belgian law on compulsory insurance against work-related accidents. The employer shall communicate the name and full contact details of the insurer to the worker.

- Illness

In case of disability following an illness or accident, the worker will notify of it, as soon as possible, the chief of post or his delegate.
Warn the same day, by all possible means the person responsible indicated below :
Mr. . . . . .
(address) . . . . . ., (phone) . . . . . .

Within two working days, provide the Embassy / Consulate / Mission / Representation with a medical certificate stating the start date of the disability and the likely duration thereof, indicating whether or not the worker can travel. The same obligations apply in case of extension of illness.

Receive, possibly at home, a doctor delegated by the employer for a medical examination in order to verify the disability.
A worker who resides during his disability at another address or changes of address is required to inform immediately his employer thereof.
If he fails to meet these obligations, the ill or injured worker may lose the benefit of the guaranteed salary.

The same responsibilities rest with the worker in the case of an extension of the work incapacity period.

4. Remuneration payment terms

The salary is calculated by hour, day, week, month (delete as appropriate).
It is paid on .....

Payment of the salary shall be done by transfer to the bank account of the worker.

Deductions from the salary may be made in accordance with laws and regulations applicable in Belgium. In addition, a detailed pay slip will be handed over every month to the worker.

5. Transport expenses

Employer's intervention in the transport expenses :
- Trains : ... % of the employer's intervention in the price of the rail pass
- Tramway, bus, metro : ... % of the employer's intervention in the price of the pass

6. End of contract

When a contract was concluded for an indefinite period, both the employer and the worker may terminate it by notice pursuant to the provisions of the Law of 3 July 1978 on employment contracts.

Without prejudice to the judge's discretion powers, the following facts are considered a serious reason for the termination of contract, on both sides, without notice or compensation :
1. . . . . .
2. . . . . .

Serious misconduct by the employer must be notified by registered letter, by delivery of a written document or by bailiff's writ within 3 working days after the termination of contract. In the contrary, when the responsibility rests with the worker, it cannot be notified to him by registered letter or bailiff's writ.

The worker may appeal against this decision with the competent Belgian courts.

However, if there is an internal conciliation procedure, it can be applied as long as it does not contravene the rights of the worker nor the laws and regulations applicable in Belgium. A description of this conciliation procedure shall be obligatorily attached to the work rules.

7. Penalties

Breaches by the worker of the obligations of his contract and of these work rules, which do not constitute serious reasons for terminating it, can be punished as follows (specify the amount of a fine, which shall not exceed 1 / 5th of the daily remuneration) :

1. reframing interview . . . . . .
2. warning. . . . . .
3. . . . . .

The fines, to be included in the special register, shall have the following destination :
. . . . . .

Appeal by the worker against a penalty imposed upon him :
. . . . . .

8. Reference person – First aid and first aid kit

In the case of an accident at the workplace, a first aid kit is available to the workers at the following location : .....

If necessary, the reference person is Mr./Mrs : .....
(Address) ..... … (Phone) .....
(Fill in the person's name and the place where he/she can be reached)

9. Well-being at work : psychosocial risks at work, including stress, violence, bullying and sexual harassment at work

The employer shall take appropriate measures to put an end to the damage arising from psychosocial risks at work, including stress, burnout, conflict and violence or bullying and sexual harassment at work.

Workers participate positively in implementing prevention policy in the context of psychosocial risks at work.

The employer, the members of the hierarchy and workers are required to abstain from any act of violence or bullying or sexual harassment at work.

1. Definitions

Psychosocial risks at work are defined as the probability that one or more worker (s) suffer (s) a psychic damage that may also be accompanied by physical damage following exposure to components of the labour organization, the content of work, the working conditions, the conditions of working life and interpersonal relationships at work, on which the employer has an impact and which objectively form a danger.

Workplace violence is defined as each factual situation where a person is assaulted or threatened psychologically or physically during the execution of work.

Bullying at work is defined as a set of several, similar or different, abusive behaviours from all origins (external or internal to the company or institution), occurring for some time, and which have the object or the effect of undermining the personality, dignity or physical or mental integrity of the person during

the execution of his work, to endanger his job or to create an intimidating, hostile, degrading or offensive environment. These behaviours may become manifest in particular by behaviour, words, intimidation, acts, gestures and unilateral writings. They may be related to a criterion of discrimination such as ethnic origin, religious belief or disability ...

Sexual harassment is any unwanted verbal, non-verbal or bodily behaviour of a sexual nature with the purpose or effect of violating the dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment.

2. Specific stakeholders

The worker who considers to suffer psychological damage, which can also be accompanied by physical injury, arising from psychosocial risks at work, including stress, violence, bullying and sexual harassment at work may address :

- the employer ;
- a member of the hierarchy ;
- a member of the Internal Service for prevention and protection at work (private sector) – or of the Consultative committee (public sector) ;
- a trade union delegate.

He may also appeal to specific stakeholders to apply for an intervention within the framework of the internal procedure :

1) The trustworthy person is competent for all psychosocial risks at work, but only for the informal part. It is therefore not possible to file a formal request for psychosocial intervention with him/her. The trustworthy person is bound by professional secrecy.
Appointing a trustworthy person is therefore not obligatory.

The (possible) trustworthy person(s) :
Name :
First Name :
Phone number :
Address :
Mail :

2) The prevention counsellor in charge of the Internal service for prevention and protection at work. When no trustworthy person has been designated and the prevention counsellor psychosocial aspects is part of an External service for prevention and protection at work, the worker may appeal to the prevention counsellor in charge of the Internal service for prevention and protection at work. He may be approached for a first interview and information about the possibilities of intervention.

Name :
First Name :
Phone number :
Address :
Mail :

3) Prevention counsellor psychosocial aspects of work

Name :
First Name :
Phone number :
Address :
Mail :

OR

External service for prevention and protection at work of which the prevention counsellor psychosocial aspects is part
Name :
Phone number :
Address :
Mail:

3. The procedure inside the Embassy/Consulate/Mission/Representation

3.1 Proceedings

The trustworthy person (or, failing him/her, the prevention counsellor in charge of the Internal prevention and protection at work) or the prevention counsellor psychosocial aspects welcome, hear and inform the workers on the intervention possibilities.

After receiving the necessary information, the worker chooses the type of procedure he or she wishes to use.

The possibilities of intervention are :

1. Request for informal psychosocial intervention

Informal psychosocial intervention consists in that the worker who has submitted the application seeks an informal solution with the trustworthy person or the prevention counsellor psychosocial aspects.

The trustworthy person or the prevention counsellor psychosocial aspects may, upon request of the worker :

- Conduct interviews with the worker (which includes welcoming the worker, actively listening to his problems and possibly giving him advice) ;
- Intervene with another person of the staff of the Embassy / Consulate / Mission / ;
- Representation (e.g. a member of the hierarchy) ;
- Organize a reconciliation with the person(s) with whom the worker encounters a problem (if it is a relationship problem).

The type of informal intervention is officially recorded in a dated and signed document.

This informal intervention may be requested for offenses of violence, bullying or sexual harassment and any other situation in relation with psychosocial suffering at work.

2. Request for formal psychosocial intervention

If the worker does not want an informal psychosocial intervention or if this intervention does not lead to a result, he may submit a formal request for psychosocial intervention with the prevention counsellor psychosocial aspects. The worker must have had a personal interview with the prevention counsellor before submitting this request. The mandatory interview is to take place within a maximum period of 10 calendar days.

The worker receives a copy of the document proving that interview.

To be valid, the formal application must be recorded in a document dated and signed by the worker. This document must contain the description of the problematic work situation and the request made to the employer to take appropriate measures.
The worker shall submit the request to the prevention counsellor psychosocial aspects (or the External service for prevention and protection at work to which the prevention counsellor psychosocial aspects belongs).

Before examining the situation of the worker, the prevention counsellor psychosocial aspects decides whether to accept or reject the submission of the request. He will reject the submission of the request when the situation described in it obviously contains no psychosocial risks at work. He will take this decision within maximum 10 calendar days.

When the prevention counsellor psychosocial aspects has accepted the request, he will perform a second analysis : he will examine whether the situation described in the application relates primarily to risks which have a collective nature or risks that have an individual nature.

a) When the application has a primarily collective nature

The prevention counsellor informs the employer in writing that such a request was made, without mentioning the identity of the worker who filed the request. He informs the worker of the collective nature of the application.

The request with a mainly collective nature is treated by the employer. He analyses the hazardous situation and takes the necessary measures at collective level to address this situation. To do this, he can carry out a risk analysis, possibly with the assistance of the prevention counsellor psychosocial aspects. If there is a Service for prevention and protection at work (a Consultative committee for the public sector) or a trade union delegation to the Embassy / Consulate / Mission / Representation, the employer must consult with these bodies.

The employer decides what action he will take concerning the application within a period of maximum 3 months after he was made aware of the introduction of the request. When conducting a risk analysis in accordance with legal requirements, this period may be extended up to 6 months. The worker is informed of the decision of the employer by the prevention counsellor psychosocial aspects.

If the employer decides not to take action or fails to take a decision on time, or if the worker considers that the employer's actions are not appropriate to his individual circumstances, the worker may apply in writing to the prevention counsellor to treat his request as a request with a primarily individual nature (see below) provided that the prevention counsellor psychosocial aspects did not intervene during the risk analysis of the situation.

b) When the application has a primarily individual nature

The prevention counsellor psychosocial aspects notifies the employer in writing that such a request was made. He communicates the identity of the worker who made the request.

The prevention counsellor then reviews the request in complete independence and impartiality. He sends a written notice to the employer within a period of maximum 3 months from the acceptance of the application. This period may be extended once for 3 months. This review analyses the causes and suggests measures to the employer. The prevention counsellor informs the parties of the date of delivery of the advice to the employer and communicates proposed measures he made to the employer for the specific situation.

The employer, as responsible for the well-being of workers, decides himself of the action taken (or not taken). If he decides to take individual action vis-à-vis a worker, he informs the person concerned by these measures within one month of receipt of the advice of the prevention counsellor psychosocial aspects. If these measures can change the working conditions of the worker, the employer sends the worker a copy of the advice of the counsellor and hears this worker, who may be assisted during the interview. Within two months after receiving the advice of the prevention counsellor psychosocial aspects, the employer informs the parties of his final decision.

A worker who considers being the victim of violence, bullying or sexual harassment at work may file with the prevention counsellor psychosocial aspects a formal request for psychosocial intervention for acts of violence or bullying or sexual harassment at work.

This request is treated in the same way as the formal request for psychosocial intervention with a primarily individual nature (see above) having a number of particular features :

- The following elements should be mentioned in the request : a precise description of the constitutive facts, according to the worker, of violence or bullying or sexual harassment at work, when and where each incident occurred, the identity of the person in question and the request to the employer to take appropriate measures to end these facts.

- The application must be delivered personally or sent by registered letter to the prevention counsellor psychosocial aspects (or to the External service for prevention and protection at work).

- The worker who made the request and the direct witnesses enjoy the protection against retaliation. This means that the employer cannot terminate the employment relationship, or take prejudicial action vis-à-vis the worker in retaliation for the worker's actions. If the employer takes measures vis-à-vis that protected worker to resolve the situation, these measures must be proportionate and reasonable.

- The prevention counsellor psychosocial aspects notifies to the person in question the facts alleged against him.

- If the seriousness of the facts justifies this, the prevention counsellor must propose protective measures to the employer before giving his advice.

- If the worker who has made the request or the person in question intend to sue, the employer sends them at request a copy of the advice of the prevention counsellor psychosocial aspects.

3.2 Consultation hours of the trustworthy person and the prevention counsellor psychosocial aspects

The trustworthy person and the prevention counsellor psychosocial aspects may be consulted during working hours. Time spent on the consultation of the trustworthy person or the prevention counsellor psychosocial aspects in this case is regarded as working time.

Transport expenses are paid by the employer regardless of the time of consultation.

Possibly : special arrangements for night workers.

3.3 Confidentiality

The trustworthy person and the prevention counsellor psychosocial aspects are bound by professional secrecy. They cannot communicate to third parties the information they receive as part of their function unless the law permits so.
The employer, the members of the hierarchy and the people heard by the prevention counsellor demonstrate absolute discretion regarding the people involved, any facts and circumstances in which the facts have occurred.

3.4 Disciplinary Sanctions

Without prejudice to the rules on dismissal and sanctions that may result from legal actions, one of the penalties listed in paragraph 7 of the work rules may be applied to the person who is convicted of violence or bullying or sexual harassment at work or the person who abused the internal procedure.

3.5 Register of acts by third parties

The worker who considers having been the victim of violence or harassment by a third party (not an embassy worker) may make a statement in a register which is kept by ……. (specify).

The worker does not need to fill in its identity. This report does not constitute the filing of a formal request for psychosocial intervention for acts of violence or bullying or sexual harassment at work. It is only used to improve the prevention of these facts in the embassy.

4. Procedures outside the Embassy / Consulate / Mission / Representation

If the problematic situation persists despite the measures taken by the employer as part of the internal process or persists because the employer does not take action, the worker can appeal to the Well-being at work Supervision Inspection.

As part of a formal request for psychosocial intervention for acts of violence or bullying or sexual harassment at work, the prevention counsellor psychosocial aspects is required to call in the inspection in certain circumstances :

- If he finds that the employer has not taken (appropriate) precautionary measures ;
- If, after having submitted his advice to the employer, he finds that the employer has not taken (appropriate) measures and
- there is a serious and immediate risk to the worker ;
- or the person in question is the employer or members of the management staff.

This obligation of the prevention counsellor psychosocial aspects does not prevent the worker to appeal himself to the inspection.

The worker can at any time introduce a legal action before the labour court or before the competent courts.

10. Other provisions

Prevention policy on alcohol and drugs abuse in the embassy :

1. Policy Declaration (required)

2. Concrete measures (if any, if the policy declaration requires so)

11. Entry in force of the work rules

The adoption of the work rules cannot have the effect of reducing the advantages existing so far.

These work rules have been displayed for a period of 15 days and submitted to regular consultation.

Display dates : . . . . . .
Date of entry into force : . . . . . .

Signature of Head of the Embassy / Consulate / Mission / Representation

USEFUL ADDRESSES

→ in case of questions about social regulations
→ in case of problem with one of your workers

commissiondesbonsoffices@emploi.belgique.be
commissievoorgoedediensten@werk.belgie.be

Taxes

All matters relating to the tax regime applicable to workers can be asked in French, Dutch or English at the following address :
international@minfin.fed.be

For questions relating to social security coverage

National Social Security Office (NOSS - Office national de sécurité sociale)
Place Victor Horta 11
1060 Brussels
(Visitors for the Overseas Social Security must go to Rue Joseph II 47).

Telephone : 32 (0)2 509 59 59
Monday to Friday, from 08:30 to 17:00
Fax: +32 (0)2 509 30 19

For questions relating to annual vacation

Directorate-General "Political Support and Coordination" of the FPS Social security
Centre Administratif Botanique - Finance Tower
Boulevard du Jardin Botanique 50 boîte 135
1000 Brussels

Telephone : 02 528 63 00
Monday to Friday, from 09:00 to 16:00
Fax : 02 528 69 68
Email : dgBeSoC-contact@minsoc.fed.be

Trade unions

CSC - CNE (Centrale nationale des employés)
Laure Mesnil
Rue Pletinckx 19
1000 Brussels
Tel : 02.557 86 17
Laure.Mesnil@acv-csc.be

FGTB Bruxelles
45 Rue de Suède - 1060 Bruxelles
Employés : 02 519 72 11 (Yves Dupuis : ydupuis@setca-fgtb.be)
Domestiques – Chauffeurs : 02 512 7978 (Spero Houmey : spero.houmey@accg.be)

ACV/LBC-NVK Brussels
Tom Holvoet
Trade union secretary
T +32 2 557 86 40 | F + 32 3 220 88 05
Tom.Holvoet@acv-csc.be

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Electronic legal deposit: D/2019/10.770/10