



Employment Q & A for Belgium (per October 2012)

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Q1: Am I allowed to end the contract at any time?

The Law on Labour Agreements states that both the employer and the employee are allowed to end an employment agreement at any time during the contract, considering that the contract was signed for an indefinite period of time. In doing so, they should take into account a certain period of notice, which is often determined in Collective Labour Agreements per business sector. If the party taking the initiative to end the labour agreement does not want to continue the labour agreement during the period of notice, he or she can also choose to pay a sum of money equivalent to the period of notice, called a termination fee. For a more detailed view on the termination of employment contracts, reference is made to nr. 17 of the A to Z of national employment law.

Q2: Is anyone to be informed before firing an employee?

Only in the case of a so-called collective redundancy (e.g. for economic reasons), the employer is obliged to inform the works council (see also nr. 12 and 19 of the A to Z on national employment law) or the employees' representatives, to take into consideration their advice, and to inform the director of the competent sub-regional employment service. For an individual redundancy, there is no duty to inform anyone preceding the actual firing.

Q3: Is there a prescribed form for the termination of a labour contract?

When terminating a labour contract, one should take into consideration some specific conditions regarding form. The parties involved can choose between notification by registered letter, or by summons served by a bailiff. When the notification coming from the employer has taken place by means of an ordinary letter, this leads to a situation where the notice as such is null and void, but the resignation will still be valid.

Looking at the content of the letter of resignation, this document should specify the starting point of the period of notice, as well as the duration of this period. Failure to comply with these legal provisions renders the document null and void, this means that the employee who is victim of these wrongful acts can invoke them to claim immediate discharge and thus compensation for the wrongful termination of his/her labour contract.

Q4: Are redundancy payments mandatory?

The employer can choose between 2 paths of redundancy; either by giving a term of notice to the employee, or by paying a sum of money equivalent to the term of notice. Respecting the term of notice will free the employer from any additional mandatory redundancy payment. However, when the term of notice is not respected, or the sum equivalent to this term is not paid in its entirety, redundancy payments will become mandatory. Other situations where these redundancy payments become mandatory: when the labour agreement is terminated without an urgent reason, or when the employer gives a formally incorrect



notice. Nr. 12 of the A to Z on national employment law contains more extensive information on restructuring and redundancy.

Q5: How can an employee fight the decision of dismissal?

By taking his or her case to the competent Labour Courts. Except for employees protected by law, such as union representatives, an employer can never be forced to take back someone he has fired as an employee, but that does not hinder an employee claiming additional indemnification in addition to the term of notice or the sum of money equivalent to the term of notice.

Contact:

Naima Es-Samri, Everest, Brussels naima.es.samri@everest-law.eu

Theo Macours, Legalis Advocaten, Tessenderlo, theo.macours@legalis.be