

TELEWORKING AND ROLE OF SOCIAL DIALOGUE IN BELGIUM

FGTB

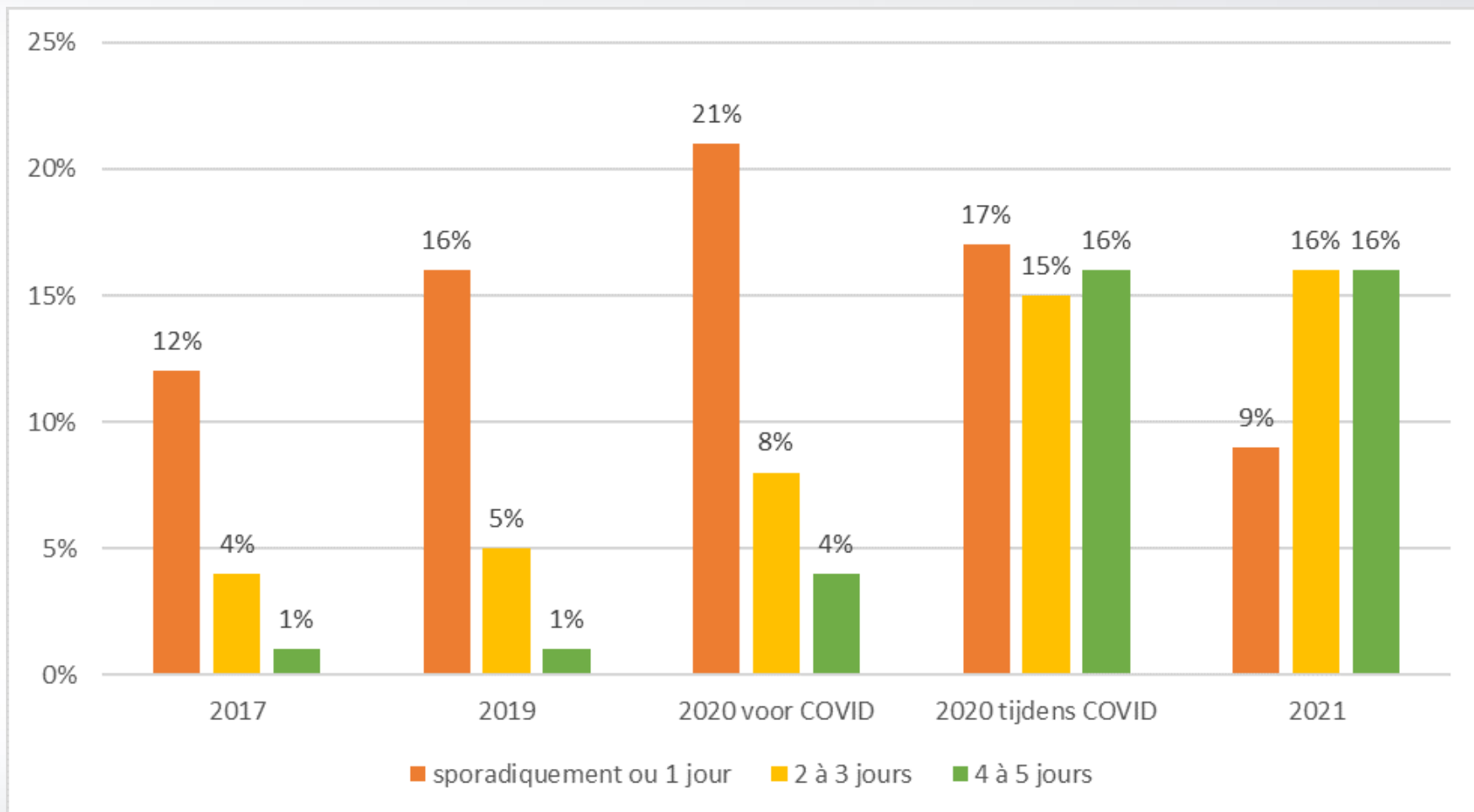
Ensemble, on est plus forts

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Double framework :

- **Structural telework** via the collective labour agreement n° 85
- **Occasional telework** via the law of 5 March 2017.

(Coronavirus crisis : the temporary collective labour agreement n° 149)



1. Occasionnal telework

Telework which is not established on a regular basis :

- Force majeure ;
- For personal reasons at work which prevent the worker from working on the company premises.

The worker and the employer must agree, before telework, on :

- The possible provision of equipment and technical support by the employer ;
- The possible accessibility of the worker ;
- The possible coverage by the employer of the costs related.

1. Occasionnal telework

This framework can be set by a collective labour agreement within the company.

→ **Weak general framework**, nothing in terms of health and safety, well-being of workers, training, collective rights, coverage of costs, etc.

→ **Some interesting elements**, notably the issue of accessibility of the worker.

2. Structural telework

Set out by the collective labour agreement n° 85 and concluded at the Conseil National du Travail, on the basis of the European framework agreement on telework of 16 July 2002

This framework apply in a situation were **telework is regular**.

→ It has to be entirely **voluntary** for the worker and the employer.

2. Structural telework

For each individual teleworker, a written agreement must be drawn up and must contain a series of information :

- the frequency of telework ;
- the times or periods during which the teleworker must be reachable and by what means ;
- the times when the teleworker can call on technical support ;
- the modalities for the employer to cover expenses and costs;
- the conditions and modalities for returning to work;
- the place(s) where the teleworker has chosen to work from.

2. Structural telework

As for the occasional telework :

- The worker has the same rights to working conditions as comparable workers on the company's premises ;
- The workload and performance criteria are equivalent ;
- The worker manages the organization of his/her work within the framework of the working time applicable in the company.

Specific complementary collective and/or individual agreements can be concluded within the company.

2. Structural telework

This framework contains some information about costs :

- The employer is obliged **to provide the teleworker with the necessary equipment for telework**, to install and maintain it. The employer is exclusively responsible for the costs of connections and communications related to telework ;
- If the teleworker **uses his or her own equipment**, the costs of installation of computer programs, operation and maintenance costs and the cost of depreciation of the equipment, related to telework, are the responsibility of the employer.

2. Structural telework

In terms of well-being at work :

- The employer must **inform the worker of the company's policy on health and safety at work** (in particular the requirements for display screens) ;
- The internal prevention services **have access to the telework place to check the correct application** of the applicable health and safety legislation.

The employer must take measures **to prevent isolation** of the teleworker from other workers in the company.

2. Structural telework

- Teleworkers receive **appropriate training** ;
 - Teleworkers have **the same collective rights** as workers employed in the employer's offices.
- **Complete framework**, but several elements are missing :
- The issue of the right to disconnect ;
 - The issue of privacy and personal data protection ;
 - All the issues of worker well-being, health and safety and an ergonomic working environment ;
 - Issues of control and supervision ;
 - Work-life balance framework.

3. Specific issues

3.1. The right to disconnect

3.2. Mandatory telework Coronavirus

3.3. Further discussions and trade union demands

3.1. The right to disconnect

The right to disconnect in Belgium is very limited :

- A consultation can be organized within the Committee for Prevention and Protection at Work ;
 - To discuss the issue of disconnection at work ;
 - The Committee can then make proposals and give advice to the employer
- Agreements **can then be concluded** on this basis and incorporated into the company's own working regulations

3.2. Mandatory telework Coronavirus

Currently void because **telework is no longer mandatory in Belgium**, but it did contain some important advances, for example on the issue of the coverage of costs.

Certain elements must be the subject of an **individual written agreement** for each teleworker.

For some other elements, **discussions should take place and, as far as possible, lead to agreements**, for each teleworker.

3.3. Further discussions and trade union demands

Discussions at the Conseil National du Travail **to evaluate and update** the Belgian legal framework.

The aim for us is to achieve **a global harmonized framework and not to lose anything** in relation to what we know about the structural framework and to integrate new elements.

For instance : *right to disconnect, clarification of the power of control, prohibition of surveillance mechanisms, a better balance between private and professional life, establish tools for recording working time, effective coverage of costs, effective communication channels for worker's representatives, a strengthening of the well-being aspects, regular evaluation on how telework is organized in the company, etc.*