

# TELEWORKING AND ROLE OF SOCIAL DIALOGUE IN BELGIUM

**FGTB**

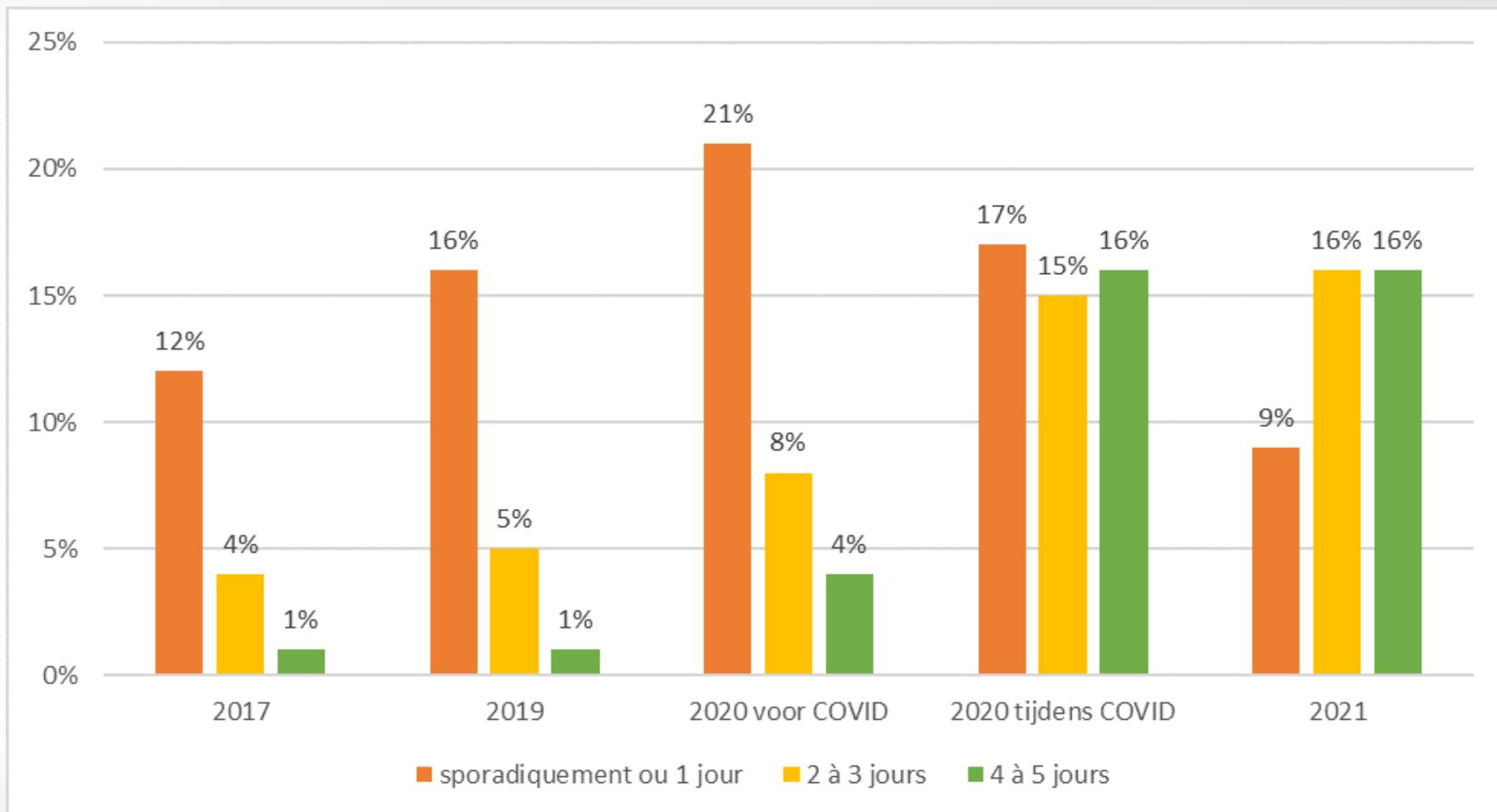
*Ensemble, on est plus forts*

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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.*