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LABOUR & EMPLOYMENT

Belgium



LEXOLOGY

Labour & Employment

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Contributors

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Liedekerke Wolters Waelbroeck Kirkpatrick

Paul Geerebaert	p.geerebaert@liedekerke.com
Vincent Busschaert	v.busschaert@liedekerke.com
Bruno Aguirre	b.aguirre@liedekerke.com
Siemen Buttiëns	s.buttiens@liedekerke.com

LEGISLATION AND AGENCIES

Primary and secondary legislation
What are the main statutes and regulations relating to employment?

Following the principle of the hierarchy of norms, employment law in Belgium is derived from the following sources.

Belgian Constitution

Article 23 of the Belgian Constitution provides for a number of labour-related rights, including, among other rights, the right to fair working conditions, free choice of occupation and collective bargaining.

Laws

The main labour and employment requirements are included in the Employment Contracts Act from 1978 and the Labour Act from 1971. There are also separate laws that address a wide range of matters such as annual leave, wages, and workplace discrimination. Health and safety at work requirements are primarily included in the Wellbeing at Work Act from 1996 and the Code on Wellbeing at Work from 2017. Further, most rules regarding employment law enforcement and sanctions are contained in the Social Criminal Code 2010.

Collective bargaining agreements

Collective bargaining agreements (CBAs) are also common in Belgium. A distinction can be made between CBAs at national level, which generally apply to the entire private sector, sector level CBAs, which apply to all employers who pertain to a specific sector of industry and company-level CBAs.

Regarding sector level CBAs, these are primarily determined by a Joint Committee, which is a sector-level body, composed of employer's and employee's representatives. The Joint Committee negotiates upon the terms of the CBA and once signed, the CBA applies to employers in that sector.

Each employer in Belgium that does not belong to the public sector pertains to a Joint Committee. The determination of the applicable Joint Committee depends on the main activities carried out by the employer in Belgium.

Other sources

The remaining sources of employment law include, among others, the work regulations (a mandatory type of employee handbook), employment contracts and customary practices.

Law stated - 12 May 2026

Protected employee categories

Is there any law prohibiting discrimination or harassment in employment? If so, what categories are regulated under the law?

Discrimination

Under Belgian law, employees are protected against discrimination not only during employment and hiring, but also upon termination. The main applicable laws are the Anti-Discrimination Act and the Gender Act, which both date from 2007.

Protected characteristics include (among others): age, sex, gender identity or expression, pregnancy, marital status, origin, wealth, religion or belief, political views, union membership, language, health, disability, physical or genetic traits and social background.

Discrimination can be:

- direct: treating someone less favourably because of a protected characteristic in comparable circumstances; or
- indirect: applying a neutral rule or practice that disproportionately disadvantages a protected group.

Intent is irrelevant in this regard and both forms are unlawful unless objectively justified by a legitimate aim pursued through appropriate and necessary means. In an employment context, direct discrimination based on certain grounds (eg, age or religion) is only allowed if it is based on a genuine job requirement.

Employers must also provide reasonable adjustments to enable employees with disabilities to perform their roles.

Employees who report or support complaints of discrimination are protected from retaliation, including dismissal.

If an employer breaches discrimination rules when terminating employment, they may owe compensation of up to six months' gross salary (notwithstanding the employee's right to claim higher damages resulting from the damage actually suffered), in addition to standard termination payments. Multiple discrimination compensations may apply if several protected grounds are violated. Courts may also impose penalties, order the employer to stop the conduct or require publication of the judgment.

Harassment and retaliation

Employees who report workplace violence, harassment or unwanted sexual conduct are protected against retaliation:

- if the complaint relates to discrimination, protection follows discrimination law; and
- if not, protection arises under the Wellbeing at Work Act from 1996 when a formal complaint is filed with the prevention advisor.

This protection prohibits dismissal or any adverse measure (eg, denial of promotion) in response to the complaint. However, dismissal remains possible if unrelated to the complaint.

Protection starts once the employer knows (or should know) about the complaint. While it has no fixed end date, the burden of proof shifts:

- within 12 months, the employer must prove there was no retaliation; and
- after 12 months, the employee must prove retaliation.

Similar protection may apply to complaints made to authorities (eg, labour inspectorate, police) and to witnesses in investigations or court proceedings.

If a protected employee is dismissed:

- they may request reinstatement under previous conditions;
- if refused, they can claim compensation of six months' salary (in addition to standard entitlements and damages); and
- alternatively, they may claim compensation directly without requesting reinstatement.

If reinstatement is accepted, the employer must only pay lost wages.

Future developments

The federal government has indicated plans to limit the cumulation of specific dismissal-related compensation, though details are not yet defined.

Law stated - 12 May 2026

Enforcement agencies

What are the primary government agencies or other entities responsible for the enforcement of employment statutes and regulations?

The key enforcement body is the Federal Public Service Employment, Labour and Social Dialogue, in particular through its social inspection services. These inspectorates supervise compliance with labour law, including working time, remuneration, health and safety and social documents. They have broad investigative powers, including the ability to carry out workplace inspections, request documents and interview employees.

In addition, the inspectorate services of a number of other bodies play an important role in the enforcement landscape, of which the following are the most prominent. The National Social Security Office is responsible for overseeing compliance with social security legislation and for the assessment and collection of social security contributions from employers and employees.

The National Employment Office plays a central role in administering unemployment benefits and supervising compliance with rules relating to unemployment and certain employment measures.

Further, the National Labour Council is a key advisory and consultative body composed of representatives of employers' organisations and trade unions, which plays an important role in shaping labour regulation, in particular through collective bargaining agreements at national level.

Finally, employment disputes are handled by the labour courts and labour tribunals, which have designated jurisdiction in employment matters.

Law stated - 12 May 2026

WORKER REPRESENTATION

Legal basis

Is there any legislation mandating or allowing the establishment of employees' representatives in the workplace?

Pursuant to Belgian law, every four years, and provided that certain employee thresholds are met (see below), employers must organise "social elections". In these elections, employees can elect their representatives to the Committee for Prevention and Protection at Work (hereafter: CPPW) and the Works Council.

Although not part of the social elections process, usually around the same time, a Trade Union Delegation can be established upon request of the representative trade union organisations, generally also for a four-year term.

Works Council

The Works Council is an employee representative body that is competent for economic and financial matters relating to the company.

A Works Council must be established (subject to the outcome of the social elections) in companies that employ on average at least 100 employees during the reference period of four quarters, which starts on the first day of the sixth quarter preceding the quarter in which the election day falls.

CPPW

A CPPW is an employee representative body responsible for workplace health and safety matters.

A CPPW must be established (subject to the outcome of the social elections) in companies that employ on average at least 50 employees during the reference period of four quarters, which starts on the first day of the sixth quarter preceding the quarter in which the election day falls.

Trade Union Delegation

A Trade Union Delegation is an employee representative body that is competent for a series of employment-related matters (including the negotiations aimed at concluding company-level collective bargaining agreements or the assistance of employees with individual claims).

The threshold for the institution of a Trade Union Delegation is determined at sector level.

Law stated - 12 May 2026

Powers of representatives
What are their powers?

Employee representative bodies have primarily information and consultation rights and, only in limited cases, co-decision powers.

Employers must provide regular and ad hoc information on financial, economic and employment-related matters. Employee representatives must also be consulted prior to certain decisions, such as collective redundancies, restructurings or significant changes to working conditions.

Belgian law distinguishes between three main employee representative bodies, each with specific competences.

Works council

The Works Council has extensive information and consultation rights, in particular regarding the economic and financial situation of the company, employment and business developments. It must be informed and consulted prior to key decisions affecting the organisation or workforce.

In addition, the works council exercises co-decision powers in limited areas, most notably in relation to the adoption and amendment of company work regulations.

Committee for Prevention and Protection at Work (CPPW)

The Committee for Prevention and Protection at Work (CPPW) is primarily responsible for matters relating to health, safety, and well-being at work. Its main task is to identify and propose all appropriate measures and to actively contribute to initiatives aimed at improving the well-being of employees in the performance of their work.

In this context, the CPPW has important advisory functions. It must issue opinions and make proposals on the employer's policy regarding employee well-being, including the global prevention plan and the annual action plan, as well as any amendments, implementation and results thereof. The CPPW is also involved in the activities of the internal service for prevention and protection at work, including the medical supervision function, which it reviews at least twice a year based on reports prepared by the prevention adviser.

In addition, the CPPW has certain decision-making powers in specific cases provided by law, notably where its prior approval is required – for example, in relation to the appointment, replacement or dismissal of prevention advisers within the internal service.

Trade Union Delegation

Where established, the Trade Union Delegation represents employees at a more operational level and plays a key role in collective bargaining.

It negotiates collective bargaining agreements at company level and is involved in individual and collective labour issues. In practice, it often plays a central role in restructuring processes and social negotiations.

Law stated - 12 May 2026

BACKGROUND INFORMATION ON APPLICANTS

Background checks

Are there any restrictions or prohibitions against background checks on applicants? Does it make a difference if an employer conducts its own checks or hires a third party?

In Belgium, background checks on candidates are subject to both employment law and data protection rules. Under Collective Bargaining Agreement (CBA) No. 38 on recruitment and selection, candidates must provide information that is relevant and necessary for the position, such as copies of diplomas, work certificates, CVs and professional qualifications. Employers may not require irrelevant documents (eg, payslips or unemployment forms) or intrude into the candidate's private life beyond what is pertinent for the role.

As a general rule, background checks involving sensitive data (such as criminal records, financial situation, political opinions or health data) are prohibited, unless there is a specific legal basis or statutory obligation. Only in limited cases – for example, for certain regulated or security-sensitive functions – may such checks be required or permitted by law. Outside these strict exceptions, employers cannot carry out such investigations.

Any processing of personal data must comply with the GDPR, meaning that a valid legal basis is required and the principles of necessity, proportionality and data minimisation must be respected. The use of external service providers for background checks is permitted, provided that a GDPR-compliant agreement is concluded defining roles, responsibilities, security measures and purposes of processing. Whether conducted internally or via a third party, the same strict rules and safeguards apply.

Law stated - 12 May 2026

Medical examinations

Are there any restrictions or prohibitions against requiring a medical examination as a condition of employment?

Pre-employment medical examinations are permitted only for the following categories of positions:

- safety-sensitive positions: any role involving, in particular, the use of work equipment, the operation of motor vehicles or machinery involving dangerous installations or devices, or the carrying of weapons during service, where such activities may endanger the health and safety of other employees within the company or third parties;
- vigilance positions: any role requiring the monitoring of an installation where a lapse in attention could compromise the health and safety of other employees within the company or external parties; and
- defined high-risk activities: any activity for which the risk assessment identifies:

- a specific risk resulting from exposure to physical, chemical, or biological agents (eg, healthcare personnel);
- a link between exposure to ergonomic constraints or demanding working conditions and a risk of physical or mental strain (eg, night work); or
- a link between the activity and an identifiable psychosocial risk (eg, continuous interaction with a difficult public).

Only an occupational health physician is authorised to carry out such medical examinations. In practice, this examination should take place as the final step before concluding the employment contract.

The purpose of the examination is to assess the candidate's fitness for the position. It must include at least:

- the establishment and recording of the employee's occupational medical history and relevant medical background;
- a general clinical examination and biometric tests if deemed necessary by the occupational health physician; and
- the identification of any abnormalities or contraindications related to the position or the activities to be performed.

Law stated - 12 May 2026

Drug and alcohol testing

Are there any restrictions or prohibitions against drug and alcohol testing of applicants?

Pre-employment medical examinations are strictly regulated and are intended solely to assess a candidate's current fitness to perform the role. In this context, predictive testing is prohibited and alcohol and drug testing prior to hiring is not permitted.

However, alcohol and drug testing may be carried out during the employment relationship but is subject to strict legal conditions. This includes the adoption of a preventive alcohol and drugs policy setting out the rules for such testing (for example, the types of tests used, the procedures to be followed when conducting the tests, the persons authorised to carry them out, etc). In addition, Belgian law strictly regulates the use of these tests (for example, they may only be used for preventive purposes, must be appropriate, relevant and proportionate to the intended aim and may not result in discrimination between employees). Even stricter rules apply to biological tests or medical examinations (for example, blood tests to verify alcohol intoxication).

Law stated - 12 May 2026

HIRING OF EMPLOYEES

Preference and discrimination

Are there any legal requirements to give preference in hiring to, or not to discriminate against, particular people or groups of people?

The general prohibition of discrimination also applies at the recruitment stage. Employers may not make direct or indirect distinctions based on protected characteristics – for example, in job advertisements, selection processes or hiring criteria.

Under Belgian law, certain distinctions based on protected characteristics are not considered discriminatory if they qualify as positive action. These are targeted measures designed to prevent or offset disadvantages affecting specific groups, with the aim of achieving full equality in practice.

Positive action measures are typically implemented through collective labour agreements or formal adherence acts and require approval from the Minister of Employment. Companies may also adopt other forms of positive action and inform the Minister accordingly.

In summary, such measures must:

- address a clear and demonstrable inequality affecting a protected group;
- aim to reduce or eliminate that inequality (eg, targeted recruitment or support initiatives);
- be temporary in nature;
- be proportionate and necessary; and
- avoid unjustified negative impact on others.

Law stated - 12 May 2026

Written contracts

Must there be a written employment contract? If yes, what essential terms are required to be evidenced in writing?

As a general principle, an employment contract may be written, oral or even implied. If an employment contract is not in writing, it is deemed to have been entered into for an indefinite period as it is the standard type of contract. Nevertheless, it is recommended to conclude such contracts in writing for evidential purposes and because certain post-termination restrictive covenants must be in writing to be enforceable, such as a post-termination non-compete clause.

Conversely, most non-standard contracts must be in writing and are subject to minimum requirements.

- Fixed-term employment contracts must be in writing and executed at the latest at the time employees commence their work. They must also contain the agreed term or the expiry date of the contract. Failing that, the employment contract will be deemed an employment contract for an indefinite term.
- Part-time employment contracts must likewise be in writing and executed at the latest at the time employees commence their work. It must contain the weekly working time and the (type of) working schedule, which will depend on whether it concerns a

fixed or variable part-time schedule. Failing that, employees may choose the part-time schedule applicable within the company that is most beneficial to them.

Although the minimum requirements in terms of form and content for employment contracts depend on the type of contract and are relatively limited, employment contracts in Belgium typically contain provisions on place of employment, position, remuneration, working time, confidentiality and intellectual property, among other provisions.

Law stated - 12 May 2026

Fixed-term contracts

To what extent are fixed-term employment contracts permissible?

There are no specific requirements governing the use of fixed-term contracts (except that they must be in writing), nor are there rules on minimum or maximum duration.

However, specific rules do apply to successive fixed-term employment contracts. For example, a maximum of four successive fixed-term employment contracts can be entered into, each with a minimum duration of three months and with a maximum total duration of two years (the 4-3-2 rule). With the approval from the labour authorities, successive agreements with a minimum of six months each and a total of maximum three years can be concluded as well.

Further, special rules apply to the termination of fixed-term employment contracts in the second half of the agreed-term (limited to six months).

Law stated - 12 May 2026

Probationary period

What is the maximum probationary period permitted by law?

As from 1 January 2014, contractual clauses providing for a probationary period are in principle prohibited. However, such clauses remain applicable for student employment contracts as well as temporary agency work contracts.

- For student contracts, the first three days of actual work automatically constitute a probation period during which either party may terminate the contract without notice or compensation. Successive probation periods are not allowed when a student performs the same function under consecutive student contracts.
- For temporary agency work contracts, the first three days of actual work are normally considered a probation period, during which either party may terminate the contract without notice or compensation. However, the parties may agree to waive the probation period or to set a shorter or longer duration, provided it remains proportionate to the length of the contract and the nature of the work. Successive probation periods are also prohibited when the worker is employed under consecutive temporary agency work contracts with the same user company in the same function.

Law stated - 12 May 2026

Classification as contractor or employee

What are the primary factors that distinguish an independent contractor from an employee?

The distinctive criterion is the presence or absence of a subordination relationship – ie the right of one party to give orders and the obligation for the other party to follow these orders.

Four criteria were created in order to determine whether or not subordination exists in the relationship between the parties:

- the parties' intention (being understood that the actual performance of the agreement must be in line with the chosen nature of the employment relationship);
- the freedom to organise their own working time (eg, obligation or not to respect a specific schedule, freedom or not to work from the other party's office, etc);
- the freedom to organise their own work (eg, freedom or not to accept or refuse work, possibility to hire staff, etc); and
- the supervisory control of one party upon the other (eg, obligation to constantly report to a supervisor, obligation or not to be subject to periodic evaluations, etc).

Belgian law also creates a rebuttable presumption of an employment contract in certain sectors of activity (notably construction, security, transport and cleaning) where more than half of the criteria listed by law are met (for example, absence of economic risk, absence of decision-making power regarding purchasing or pricing policy, absence of an obligation to achieve a specific result, etc). However, this presumption does not apply to family working relationships and does not operate where an irrebuttable presumption applies. The presumption may be rebutted by any legal means, in particular based on the general criteria listed above.

In order to determine whether there is a subordination relationship, the competent authorities and courts will examine the manner in which the agreement is effectively performed and will adopt a substance-over-form approach.

Law stated - 12 May 2026

Temporary agency staffing

Is there any legislation governing temporary staffing through recruitment agencies?

Temporary agency work is strictly regulated by the Temporary Agency Work Act from 1987. Temporary work agencies must have a specific licence and must be registered as such with the administration. Each region (Brussels Capital Region, Flemish Region and Walloon Region) publishes a list with licensed agencies on their website.

Temporary agency work is only possible for motives permitted by law, of which the most common are: (1) the replacement of permanent employees; (2) to meet the demands of a temporary increase in work; (3) to ensure the execution of exceptional work; and (4) with a view to the permanent hiring of the temporary worker.

The maximum length of the assignment depends on the motive and is in most cases six months, which can often be renewed for another six months (though many exceptions apply).

Recently, the Flemish government has clarified its position that "Employer of Record" (EoR) arrangements that effectively involve the lending of employees to a client will fall within the scope of the temporary work regime and therefore an EoR must be recognised as a temporary employment agency in order to lawfully provide such services in Belgium.

Non-compliance with the temporary work legislation, including operating without recognition, exposes agencies and user undertakings to administrative and/or criminal fines. In addition, the agency worker may be deemed to have been employed directly by the user undertaking from the outset of the assignment.

Law stated - 12 May 2026

FOREIGN WORKERS

Visas

Are there any numerical limitations on short-term visas? Are visas available for employees transferring from one corporate entity in one jurisdiction to a related entity in another jurisdiction?

Some work authorisations can be renewed, subject to conditions such as continued employment, compliance with immigration rules and the employer's obligations. There may be limitations on the number of renewals or the total duration depending on the permit type and applicable regulations. Each case should therefore be assessed individually.

Belgian law also provides for specific authorisations for intra-corporate transfers under the EU Intra-Corporate Transferee (ICT) regime. Under this scheme, a non-EU national employed by a company outside the EU may be transferred to a related Belgian entity within the same corporate group in the capacity of a manager, specialist or trainee, provided that certain conditions are met – including prior continuous employment with the sending entity, appropriate qualifications and salary thresholds tied to Belgian averages.

Law stated - 12 May 2026

Spouses

Are spouses of authorised workers entitled to work?

Yes, but the right to work depends on the type of residence status and the nationality of the principal employee:

- spouses of Belgians or EU nationals generally have unrestricted access to the Belgian labour market, whether as employees or self-employed, and are exempt from any separate work permit or professional card requirements once their residence status is granted;
- spouses of third-country nationals with a permanent residence permit may work as employees without a separate work authorisation once their residence status is

issued. They may also work during the application or appeal procedure if they hold an interim attestation (AI or Annex 35). To work as self-employed, a professional card is required until a permanent residence right is obtained; and

- for spouses of third-country nationals with a temporary or limited residence permit access to employment is generally conditional on the residence status. With the appropriate attestation or A card, they are exempt from a separate work permit for employment. Self-employment requires a professional card until permanent residence is granted. Certain categories, such as family members of students, may be excluded from these exemptions.

Law stated - 12 May 2026

General rules

What are the rules for employing foreign workers and what are the sanctions for employing a foreign worker who does not have a right to work in the jurisdiction?

In Belgium, the employment of foreign employees is not subject to fundamentally different employment law rules. However, foreign employees must hold the required work and/or residence permits in order to be lawfully employed. Employers are responsible for verifying that the employee has the appropriate authorisation to work in Belgium prior to and during the employment.

Employing a foreign employee without the required permits constitutes a serious offence under the Social Criminal Code and is sanctioned at the highest level (level 4). This may result in either a criminal penalty consisting of imprisonment of six months to three years and/or a criminal fine ranging from €600 to €7,000, or an administrative fine ranging from €300 to €3,500. These fines are multiplied by an indexation factor (currently 10 for offences committed since 1 February 2026 and eight for earlier offences) and further multiplied by the number of employees concerned.

In addition, in exceptional cases, where this is strictly necessary to stop the violation or to prevent repetition of such violations, supplementary sanctions may be imposed, such as a prohibition to carry out activities, a professional ban or even the closure of the undertaking.

Further, when employing foreign workers, it will be key to determine, based on applicable international private law rules, which employment law governs the employment relationship and what social security legislation will be applicable.

Law stated - 12 May 2026

Resident labour market test

Is a labour market test required as a precursor to a short or long-term visa?

In Belgium, a labour market test is in principle required for both short-term and long-term work authorisations. This test aims to assess whether a suitable candidate can be found within the Belgian or EU labour market before employing a third-country national.

However, numerous exemptions apply depending on the category of worker and the type of permit. Both for short-term employment (work permit for less than 90 days) and long-term employment (single permit), certain categories of workers are exempt from the labour market test.

These exemptions typically include, among others, highly skilled employees, executives, ICTs, researchers, certain trainees and employees in shortage occupations, subject to regional rules (which may vary between the Flemish Region, the Brussels Capital Region and the Walloon Region).

As a result, while the labour market test remains the general rule, it is often not required in practice for commonly used categories of international assignments. Each application must therefore be assessed on a case-by-case basis, taking into account the applicable regional legislation and the specific profile of the employee.

Law stated - 12 May 2026

TERMS OF EMPLOYMENT

Working hours

Are there any restrictions or limitations on working hours and may an employee opt out of such restrictions or limitations?

As a general principle, average working hours may not exceed 38 hours per week and eight hours per day. The minimum daily working time is three hours, although exceptions may apply. However, actual working time may be set at 40 (or 39) hours per week, provided that additional rest days (working time reduction days) are granted in order to ensure compliance with the average weekly limit of 38 hours over a reference period (generally quarterly or yearly).

Several statutory derogations from the 38-hour week apply – for example, in the case of shift work, work that cannot be interrupted, risk of accident or urgent and unforeseen circumstances.

In principle, work performed beyond nine hours per day or 40 hours per week qualifies as overtime.

Finally, these working time rules are mandatory in nature and employees cannot, in principle, opt out of them by individual agreement, subject only to limited statutory flexibility schemes and specific categories of employees who may be excluded from certain working time provisions.

Law stated - 12 May 2026

Overtime pay – entitlement and calculation

What categories of workers are entitled to overtime pay and how is it calculated?

All employees who work overtime are, as a general principle, entitled to overtime pay. The Labour Act from 1971 provides for a double overtime pay rate. The employee is entitled

to an extra pay of 50% of the ordinary wage in case of overtime on weekdays. The extra pay amounts to 100% for overtime on Sundays or on public holidays. Said ordinary wage typically also includes premiums paid at the same time as the basic salary (eg, shift-work premiums), but not the premiums that are not related to the specific performances of that day (eg, year-end premium).

Certain categories of employees are excluded from overtime pay, in particular employees occupying a managerial position or a position of trust (eg, managers, assistant managers, work-site supervisors, etc), as well as some employees not subject to working time limits (eg, sales representatives or "structural teleworkers").

Law stated - 12 May 2026

Overtime pay – contractual waiver

Can employees contractually waive the right to overtime pay?

No, overtime work rules are largely mandatory and contractual clauses allowing employees to waive their right to overtime pay would be considered null and void. However, statutory exemptions only exist for certain specific categories of employees (eg, employees occupying a managerial position or a position of trust).

Law stated - 12 May 2026

Vacation and holidays

Is there any legislation establishing the right to annual vacation and holidays?

Yes. Under Belgian employment law, the right to paid holidays and the payment of holiday pay are based on the work performed during the previous calendar year (the holiday service year). The number of paid leave days to which an employee is entitled in a given year (the holiday year) therefore depends on the number of days worked and assimilated days during the preceding year. If the employees under a five-days-per-week regime have worked for a full holiday service year, they are entitled to 20 statutory vacation days.

For white-collar employees, the holiday pay is paid directly by the employer. For blue-collar employees, the holiday pay is paid by the National Office for Annual Holidays (ONVA/RJV).

Law stated - 12 May 2026

Sick leave and sick pay

Is there any legislation establishing the right to sick leave or sick pay?

Yes. White-collar employees are entitled to their normal salary during the first 30 days of uninterrupted sick leave. After 30 days, employees are no longer entitled to salary, but they receive an allowance from their health insurance.

Blue-collar employees are also entitled to 30 days of uninterrupted sick leave. They are, however, only entitled to the following amounts:

- during the first seven calendar days of sick leave: 100% of their normal salary;
- between the eighth and 14th day of sick leave: 85.88% of their normal salary;
- as from the 15th day of sick leave: 25.88% of their normal salary up to a capped amount of €186.7916 per day (as from March 2026) + 85.88% of the part of their normal salary exceeding the aforementioned cap.

Law stated - 12 May 2026

Leave of absence

In what circumstances may an employee take a leave of absence? What is the maximum duration of such leave and does an employee receive pay during the leave?

Leaves of absence are numerous in Belgium. For instance:

- employee's marriage: two days (to be taken during the week of the event or the following week);
- marriage of a close family member (child, parent, sibling, in-laws, grandchild): one day (day of the ceremony);
- death of a spouse, cohabiting partner or child: 10 days (three days between death and funeral + seven days within one year);
- death of a parent or parent-in-law: three days (between death and funeral);
- death of a close relative living with the employee (eg, sibling, grandparent): two days;
- death of a close relative not living with the employee: one day (usually the day of the funeral);
- child's communion or secular youth celebration: one day (or nearest working day);
- jury duty or court appearance (witness, tribunal summons): up to five days (time needed);
- participation as an election officer (polling station duties): time needed (up to five days depending on role); and
- stay in a military or civil service medical/recruitment centre time needed (maximum three days).

The employee is entitled to their salary during those leaves of absence.

Sector-level and company-level provisions may provide for more favourable entitlements (such as the increase of the days of absence or other causes of absence).

Law stated - 12 May 2026

Mandatory employee benefits

What employee benefits are prescribed by law?

Belgian law provides for a comprehensive framework of mandatory employee benefits, combining statutory entitlements with sector-specific advantages.

At a general level, employees are entitled to a guaranteed minimum wage, determined by law and further specified through collective bargaining agreements.

In addition, many employment benefits are determined at sectoral level through collective bargaining agreements concluded within joint committees. For example, in Joint Committee No. 200 (covering white-collar employees who are not assigned to a more specific Joint Committee), employees are typically entitled to benefits such as a year-end bonus (13th month), an annual bonus and eco-vouchers, subject to applicable conditions.

Beyond these sector-specific benefits, the Belgian social security system provides a wide range of statutory protections and benefits, including pension entitlements, health insurance, unemployment benefits, disability benefits and family allowances. Employers and employees are required to contribute to this system through mandatory social security contributions.

Employees are also entitled to statutory benefits such as paid annual leave, public holidays and sick pay, in accordance with Belgian labour legislation.

Law stated - 12 May 2026

Part-time and fixed-term employees

Are there any special rules relating to part-time or fixed-term employees?

Yes. Belgian law provides for specific rules governing both part-time and fixed-term employment.

As a preliminary point, both part-time and fixed-term employment contracts must be concluded in writing, failing which the employee may claim the existence of a full-time or indefinite-term employment relationship.

Part-time employment is subject to specific working time rules. Under the current regime, the weekly working time must amount to at least one-third of a full-time schedule and each working period must last at least three hours (subject to sectoral deviations). However, recent legislative developments aim to introduce greater flexibility. A draft law provides that the minimum threshold would be reduced from one-third to one-tenth of a full-time schedule, which would allow significantly shorter part-time arrangements. This reform is expected to enter into force 1 June 2026, although it is still subject to completion of the legislative process. The minimum duration per work period (three-hour rule) is expected to remain unchanged.

In addition, part-time employees benefit from the principle of equal treatment, meaning that they must be treated in the same manner as comparable full-time employees, subject to a pro rata application of rights and benefits.

Fixed-term employment is also subject to strict rules, in particular regarding successive contracts. As a general rule, successive fixed-term contracts without interruption attributable to the employee are presumed to constitute an indefinite-term employment contract, unless

the employer can demonstrate that such succession is justified by the nature of the work or another legitimate reason.

Belgian law provides for limited exceptions allowing successive fixed-term contracts, notably where a maximum of four contracts of at least three months each are concluded, with a total duration not exceeding two years. Alternatively, successive contracts may be concluded for a total duration of up to three years, provided prior authorisation is obtained from the competent labour inspection authorities and each contract has a minimum duration of six months.

Further, fixed-term employees are protected by the principle of non-discrimination, meaning that they may not be treated less favourably than comparable permanent employees solely due to the temporary nature of their contract, unless objectively justified. Employers are also required to inform fixed-term employees of vacancies for permanent positions within the undertaking.

Law stated - 12 May 2026

Public disclosures

Must employers publish information on pay or other details about employees or the general workforce?

The current Belgian legislation is rather comprehensive regarding equal pay. Three main pieces of legislation apply, which can be summarised as follows:

- the national Collective Bargaining Agreement No. 25: prohibition of all forms of gender-based pay discrimination (including base salary, job classification and employee benefits) and a possibility for employees to bring a claim before the labour courts or file a complaint with the labour inspectorate services (claiming either the payment of arrears of salary, or an indemnity equal to six months of remuneration);
- the Gender Act from 2007 prohibits all discrimination based on gender (including pay discrimination): if the employee is able to provide summary evidence that the adverse treatment is based on gender, then the employer will have to demonstrate that the adverse treatment is not gender related failing which the employee is entitled to a protection indemnity equal to six months of remuneration; and
- the Pay Gap Act from 2012: obliges companies to submit, on a yearly basis, a social balance sheet that includes gender-classified data (such as headcount, working hours and non-salary benefits) and to conduct a gender pay neutrality analysis every two years (for companies with more than 50 employees).

Please note that the Belgian Federal Government is currently working on the implementation of the Pay Transparency Directive (EU) into national law. It can be expected that this implementation will create additional obligations regarding pay transparency and gender pay gaps. No (draft) implementation bill has been made available to date. Key changes expected on implementation include:

- access to pay information: job applicants must be informed of the initial pay level or range, and employers cannot ask about pay history;
-

employee rights: employees can request their own pay level and average pay, broken down by sex, for comparable roles;

- pay reporting: employers with 100+ employees must report gender pay gaps. Reports are annual for companies with 250 employees and more and every three years for those with between 100 and 249 employees;
- action on pay gaps: unjustified gender pay gaps of 5% or more must be corrected within six months, failing which a joint pay assessment with employee representatives is required;
- support for SMEs: employers with fewer than 250 employees will receive technical support and training from national authorities; and
- right to compensation: employees affected by equal pay violations are entitled to full compensation, including back pay and related benefits.

Law stated - 12 May 2026

POST-EMPLOYMENT RESTRICTIVE COVENANTS

Validity and enforceability

To what extent are post-termination covenants not to compete, solicit or deal valid and enforceable?

Post-termination non-compete clauses are regulated by the Employment Contracts Act 1978. These clauses typically also cover dealing and soliciting with customers.

These clauses are only enforceable for employees with an annual remuneration amounting to at least €88,895 gross (amount for 2026), though exceptions apply in certain industry sectors. This amount is indexed annually.

Further, to be enforceable, non-compete clauses are subject to the following requirements:

- they may only cover activities that are (1) similar to those performed by the employee and (2) in competition with the employer's business;
- their duration may not exceed 12 months (or 24 months for "international" non-compete clauses);
- they must be limited to the geographical areas where the employee could genuinely compete and may not extend beyond Belgium (other countries may be added for an "international" clause); and
- they must include payment of a non-compete indemnity of at least 50% of the remuneration due over the duration of the clause (eg, six months' remuneration for a non-compete clause with a duration of 12 months).

Employers may waive the application of the non-compete clause within 15 days from the termination date. In case the clause is waived, the non-compete indemnity is not due, but the employee is free to engage in fair competition with their former employer.

Unfair competition is always prohibited.

Law stated - 12 May 2026

Post-employment payments

Must an employer continue to pay the former employee while they are subject to post-employment restrictive covenants?

If the conditions of the post-termination non-compete clause are met (ie, the time, material and geographical scope), the employer must pay a non-compete indemnity of at least 50% of the remuneration due over the duration of the clause (eg, six months' remuneration for a non-compete clause with a duration of 12 months).

This amount is to be paid as a lump sum.

Law stated - 12 May 2026

LIABILITY FOR ACTS OF EMPLOYEES

Extent of liability

In which circumstances may an employer be held liable for the acts or conduct of its employees?

Civil liability

As a general rule, employers are liable for civil faults committed by their employees in the course of their employment.

Employees cannot be held liable, except in the following cases:

- wilful misconduct (eg, theft, deliberate damage to property, fraud);
- serious fault (eg, driving under the influence, prolonged concealment of company financial issues, entering into contracts on behalf of the employer without authorisation); and
- repeated minor fault (eg, consistently leaving keys in a company vehicle, repeatedly failing to provide required information to tax authorities).

Where a third party holds the employer liable for an employee's actions, the employer can seek indemnification form the employee by demonstrating that the employee's conduct falls within one of the exceptions above.

Criminal liability

In principle, employees are personally liable for criminal offences they commit.

However, in specific matters (such as traffic offences), the employer is civilly liable for criminal fines imposed on employees as a result of an offence committed in the performance of their duties. In such cases, the authorities may require payment of the fines either from the employee or from the employer in its capacity as civilly liable party.

Law stated - 12 May 2026

TAXATION OF EMPLOYEES

Applicable taxes
What employment-related taxes are prescribed by law?

In Belgium, employment-related taxes required by law include social security contributions and the personal income tax.

First, social security contributions are mandatory contributions paid by both employers and employees to fund social security benefits such as pensions, healthcare, unemployment and family allowances. Employers pay a larger portion of social security contributions (around 27% of gross salary for white collar employees, with potentially higher percentages applicable for blue-collar employees depending on the applicable industry) than the employee (13.07% of gross salary). Employee contributions are deducted from gross salary, while employers pay an additional share.

Second, employers are also responsible for deducting a tax withholding from an employee's salary and paying it directly to the tax authorities. This tax withholding serves as an advance payment of the employee's personal income tax, with rates varying depending on income level, marital status and number of dependants.

Law stated - 12 May 2026

EMPLOYEE-CREATED IP AND CONFIDENTIAL BUSINESS INFORMATION

Ownership rights
Is there any legislation addressing the parties' rights with respect to employee inventions?

Yes. Under Book XI of the Belgian Code of Economic Law, the allocation of intellectual property rights between employers and employees is regulated.

As a general rule, intellectual property rights initially vest in the employee as creator or inventor, even where the work or invention is developed in the course of employment and falls within the scope of the employee's duties. This principle notably applies to copyright works and patents. By exception, specific statutory regimes provide for a presumption or automatic vesting of certain rights in the employer, in particular for software, databases and, under conditions, designs created in the course of employment.

In this context, employment agreements typically include (1) confidentiality clauses where trade secrets are involved and (2) intellectual property rights assignment clauses covering creations developed in the performance of the employee's duties. Such assignment must be expressly agreed in writing and is only valid for works created within the scope of the employee's functions.

To be effective, such clauses should clearly define the scope of the assignment (including the types of works, duration, territory, and modes of exploitation), ensure that all rights created in the performance of the employment are covered and specify any compensation due to the employees concerned.

It should also be noted that even where the employer has obtained an assignment of the economic rights in the employee's work, the employee retains the moral rights, which are inalienable and must be respected.

Law stated - 12 May 2026

Trade secrets and confidential information

Is there any legislation protecting trade secrets and other confidential business information?

Yes. Article 17, 3° of the Employment Contracts Act from 1978 provides that the employee has the obligation, both during the term of the contract and after its termination, to:

- refrain from obtaining, using or unlawfully disclosing any trade secret of which they may become aware in the course of their professional activity; and
- refrain from disclosing any personal or confidential business information of which they may become aware in the course of their professional activity.

In practice, employment contracts often include additional confidentiality clauses to reinforce and clarify the statutory obligations. In employment contracts for managerial employees such clauses are often linked to a penalty clause to ensure compliance.

Law stated - 12 May 2026

DATA PROTECTION

Rules and employer obligations

Is there any legislation protecting employee privacy or personnel data? If so, what are an employer's obligations under the legislation?

Employee privacy and the protection of personnel data in Belgium are primarily governed by the General Data Protection Regulation (GDPR), together with the Belgian Act of 30 July 2018 on the protection of natural persons with regard to the processing of personal data, which implements and specifies GDPR requirements at the national level.

These rules set out obligations for employers regarding the lawful collection, processing, storage and security of personal data, as well as the rights of employees to access, rectify and, where applicable, erase their data. Employers must have a valid legal basis for processing personal data, provide clear information to employees about how their data is used and implement appropriate technical and organisational safeguards.

In addition to the GDPR and national legislation, specific national collective bargaining agreements (CBAs) regulate workplace monitoring and privacy matters. Relevant CBAs include CBA No. 68 on camera surveillance and CBA No. 81 on internet and email monitoring. These CBAs impose conditions on when and how monitoring may be conducted, including requirements of transparency, proportionality and prior information or consultation of employee representatives where applicable.

Belgium also has a Private Investigation Act, which governs the collection of information by private parties, including employers. This law reflects and reinforces GDPR principles (such as necessity, proportionality and confidentiality) in the context of internal investigations (for example, into fraud or misconduct), and imposes additional safeguards when employers engage external investigators.

Law stated - 12 May 2026

Privacy notices

Do employers need to provide privacy notices or similar information notices to employees and candidates?

In line with transparency and information principles, employers must provide employees with clear and sufficient information regarding the processing of their personal data.

This information should include:

- the identity of the data controller and, where applicable, the Data Protection Officer;
- the types of data collected, the purposes of the processing and the legal basis for processing;
- the data retention period;
- details of any data transfers to third parties or to countries outside the EU;
- the employees' rights in relation to their personal data; and
- the possibility of lodging a complaint with the competent authority.

There are no strict formal requirements regarding how this information must be provided. However, employees must be informed at the latest when their data is collected. In practice, this may be done through an addendum to the employment contract, a reference to an accessible intranet policy, the work rules or similar means. The key requirement is that the policy is easily accessible, clearly written and understandable.

Law stated - 12 May 2026

Employee data privacy rights

What data privacy rights can employees exercise against employers?

When personal data are obtained:

- the right to be informed about the modalities of the data collection (eg, purposes of the processing, legal basis, period for which the personal data will be stored, etc); and
- the right to object in certain circumstances (eg, when the data processing is necessary for the performance of a task carried out in the public interest or legitimate interests, in the event of direct marketing, when the personal data are processed for scientific or historical research purposes, in the event of automated individual decision-making, etc).

During the data processing:

- the right of access to a series of information (eg, the purposes of the processing, the categories of personal data concerned, the envisaged period for which the personal data will be stored, the right to lodge a complaint with a supervisory authority, etc);
- the right to object (see above);
- the right to rectification for any inaccurate personal data concerning the employee;
- the right to data portability, meaning that the employee has the right to receive the personal data concerning them in a structured, commonly used and machine-readable format. This right to data portability is only applicable when (1) the information is provided by the employee, (2) the processing is based on consent or is necessary for the performance of the contract and (3) when the processing is carried out by automated means. This right has limited impact on HR policy, as the above-mentioned processing grounds are rarely used (or forbidden in the event of consent) in the employment relationship; and
- the right to restriction of processing in certain circumstances (eg, when the accuracy of the personal data is contested, when the processing is unlawful and the employee requests the restriction of the personal data instead of their restriction, etc).

At the end of the data processing:

- the right to object (see above);
- the right to erasure in certain circumstances (eg, when the personal data are no longer necessary for the purposes for which they were collected, when personal data have been unlawfully processed, etc);
- the right to restriction of processing (see above); and
- the right to data portability (see above).

Law stated - 12 May 2026

BUSINESS TRANSFERS

Employee protections

Is there any legislation to protect employees in the event of a business transfer?

Employees' rights in the event of a business transfer are protected under the EU Acquired Rights Directive (EU Directive 2001/23/EC). This directive has been implemented in Belgian law through Collective Bargaining Agreement (CBA) No. 32bis, which safeguards employees' rights in the event of a change of employer, including the transfer of assets following bankruptcy or a judicial arrangement.

CBA No. 32bis ensures that employment contracts automatically transfer from the transferor to the transferee of the business or part of the business. Employees retain their individual and collective terms and conditions that applied with the original employer. The CBA applies to all employees who, at the time of the transfer, are bound by an employment or apprenticeship

contract and may also cover individuals providing work under the authority of the transferor even without a formal contract.

In the event of a transfer, employee representatives must be informed and consulted in advance. Dismissal solely due to the transfer is prohibited and both the transferor and the transferee are jointly and severally liable for existing obligations arising from employment contracts, such as unpaid wages or bonuses.

For distressed business transfer scenarios, CBA No. 32bis provides for specific rules that allow, among other things, cherry picking of employees to be transferred. Similar rules apply, pursuant to CBA No. 102, in case a business transfer takes place under judicial authority as part of a judicial reorganisation.

Law stated - 12 May 2026

TERMINATION OF EMPLOYMENT

Grounds for termination

May an employer dismiss an employee for any reason or must there be 'cause'? How is cause defined under the applicable statute or regulation?

As a general principle, employers in Belgium have the right to terminate an employment contract at any time by giving notice or by paying compensation in lieu of notice.

However, this right is subject to important limitations. The national Collective Bargaining Agreement (CBA) No. 109 limits the employer's discretion to dismiss employees.

According to the CBA No. 109 a dismissal is considered to be "patently unreasonable" when it is based on reasons unrelated to the employee's suitability or conduct or not based on the operational needs of the undertaking and if a normal and reasonable employer would not have decided to dismiss in those circumstances. The employee may challenge the alleged reasons for dismissal before the labour courts and where a dismissal is deemed "patently unreasonable", the employee will be entitled to compensation ranging from three to 17 weeks of remuneration based on the degree of unfairness determined by the judge on a case-by-case basis.

Note that special rules apply to termination for serious cause, which is a termination with notice or compensation in lieu of notice.

Further, certain categories of employees benefit from protected status against dismissal.

Law stated - 12 May 2026

Notice requirements

Must notice of termination be given prior to dismissal? May an employer provide pay in lieu of notice?

An employer who terminates an employment contract has the following two options:

- to give notice to the employee in question; or

- to pay compensation in lieu of notice.

Regarding statutory notice periods, for employment contracts of an indefinite duration concluded on or after 1 January 2014, the notice is expressed in weeks and increases depending on the seniority of the employee. The compensation in lieu of notice is calculated on the basis of the pay the employee would have earned during the notice period, including statutory and contractual or fringe benefits as well as variable remuneration.

To be valid, notice must be given in writing and specify the starting date and the length of the notice period. If the contract is terminated by the employer, notice must be served by registered mail or by a bailiff (which is unusual in practice). Notices served by registered mail sent on Wednesday of a given week at the latest will take effect from the Monday of the following week (in weeks without public holidays).

In the case of termination with compensation in lieu of notice, no formal requirements need to be observed and the contract can be terminated with immediate effect. For reasons of evidence, a registered letter is normally used.

Law stated - 12 May 2026

Dismissal without notice

In which circumstances may an employer dismiss an employee without notice or payment in lieu of notice?

Where an employment contract is terminated for serious cause, no notice period needs to be observed by the employer, and nor does any compensation in lieu of notice have to be paid to the employee.

A serious cause is a breach rendering working cooperation between the employer and the employee immediately and definitively impossible. Such a termination is subject to strict formalities in terms of timing and notification:

- notice of termination: within three days after the day on which the employer has reasonably sufficient knowledge of the breach capable of justifying dismissal for serious cause; and
- notification of the reasons justifying dismissal for serious cause (by registered mail): within three days after the first deadline, unless the employer has stated these reasons in the termination letter.

Non-compliance with these formalities renders the termination for cause null and void and requires the employer to pay compensation in lieu of notice.

Law stated - 12 May 2026

Severance pay

Is there any legislation establishing the right to severance pay upon termination of employment? How is severance pay calculated?

Employment contracts may be terminated by giving notice or by paying compensation in lieu of notice. There is no general right to severance pay, understood as an additional payment determined by seniority made upon termination of employment, separate from notice or compensation in lieu of notice. Limited exceptions may apply – for instance, in the case of a collective lay-off.

Law stated - 12 May 2026

Procedure

Are there any procedural requirements for dismissing an employee?

Apart from the formalities regarding to timing and notification in case employees are terminated with a notice period, there are no general procedural requirements to follow when dismissing an employee.

However, to certain categories of protected employees (eg, employee representatives or internal health and safety counsellors) specific dismissal procedures apply, which may require employers to obtain approval from a labour court or from the Joint Committee. Also, special rules apply to termination for serious cause.

Further, in the case of a collective lay-off, employers must follow specific rules relating to information and consultation procedures with employee representatives. A collective dismissal is triggered if within an uninterrupted period of 60 calendar days the following number of employees are dismissed for economic reasons:

- 10 for employers with more than 20 and less than 100 employees;
- 10% of the employees for employers with at least 100 and less than 300 employees; and
- 30 for employers with at least 300 employees.

Law stated - 12 May 2026

Employee protections

In what circumstances are employees protected from dismissal?

Belgian law provides for numerous forms of protection against dismissal. The most common categories in practice include:

- protections linked to the exercise of employee representative mandates (eg, candidates and members of the (European) Works Council, members of the Committee for Prevention and Protection at Work, trade union delegates);
- protections related to specific roles performed by the employee (eg, Data Protection Officer, prevention advisor);
- protections connected to the organisation of work (eg, employees requesting a switch from night work to day work, introduction of new technologies, requests for flexible working arrangements);
-

protections related to personal or family circumstances (eg, maternity protection, breastfeeding leave, adoption leave, parental leave, time credit);

- protections linked to certain actions taken by the employee within the company (eg, whistleblowing, filing complaints relating to violence, harassment or discrimination); and
- other specific protections (eg, employees transferred under collective arrangements).

These protections may take different forms, including:

- the obligation to follow a specific legal procedure prior to dismissal (eg, with respect to members (or candidate members) of an employee representative body);
- the payment of a lump-sum indemnity in addition to statutory entitlements (ranging from several weeks to several months or even years of remuneration); and/or
- the requirement for the employer to demonstrate the legitimacy of the dismissal grounds, in particular that they are unrelated to the protected status.

Law stated - 12 May 2026

Mass terminations and collective dismissals

Are there special rules for mass terminations or collective dismissals?

Belgian employment law provides specific rules for collective dismissals and closures of companies or divisions of companies, applicable to employers in the private sector who employ on average more than 20 employees. These rules cover all employees under an employment contract or training agreement and apply to all technically autonomous units of a company, not only to the legal entity as such.

A collective dismissal is triggered if within an uninterrupted period of 60 calendar days the following number of employees are dismissed for economic reasons:

- 10 for employers with more than 20 and less than 100 employees;
- 10% of the employees for employers with at least 100 and less than 300 employees; and
- 30 for employers with at least 300 employees.

Employers must comply with mandatory information and consultation obligations towards employee representatives (works council, trade union delegation or, if absent, the employees themselves). These obligations include providing written and oral information on the reasons for the envisaged dismissals, the number and categories of affected employees, the selection criteria, the planned dismissal period and any non-statutory redundancy payments. The employer must also notify the regional employment service and the Federal Public Service Employment, Labour & Social Dialogue.

During the consultation, employee representatives can propose measures to prevent or mitigate the impact of the dismissals, such as social support, redeployment or retraining. The employer must consider and respond to these proposals before taking any decision. Once the consultation process has been completed, the employer can decide to proceed with

the envisaged dismissals, after which a 30-day cooling off period must be observed before dismissals can be implemented, extendable up to 60 days in certain cases. Employees may challenge non-compliance individually or collectively.

Failure to comply with these rules can result in administrative and criminal fines and civil liability. Employees dismissed without the procedure being correctly followed may be entitled to reinstatement or continued salary payments, depending on whether their dismissal involved a notice period or compensation in lieu of notice.

In practice, a social plan is often negotiated, offering additional financial or non-financial benefits and companies may seek recognition as being in difficulty or restructuring. The practical relevance of such recognition is mainly for employees, in particular through the "restructuring reduction card", which may (subject to conditions) reduce the employee's personal social security contributions.

Law stated - 12 May 2026

Class and collective actions

Are class or collective actions allowed or may employees only assert labour and employment claims on an individual basis?

No. Employees may only assert labour and employment claims on an individual basis.

In limited cases (such as the failure to comply with the procedure related to collective dismissal), trade union organisations may bring a claim before court, thus defending the collective rights of the employees.

Law stated - 12 May 2026

Mandatory retirement age

Does the law in your jurisdiction allow employers to impose a mandatory retirement age? If so, at what age and under what limitations?

No. The fact that an employee reaches the statutory retirement age (currently 66, but to be increased to 67 as from 2030) does not automatically terminate the employment contract and any agreement providing that the employment contract will automatically terminate when the employee reaches the retirement age will be considered null and void.

Termination must occur through either dismissal by the employer, resignation by the employee or mutual agreement.

If the employer wishes to terminate the contract, a reduced notice period of 26 weeks applies (or a shorter period if the employee's seniority would normally result in a shorter notice period), provided that:

- in case of termination with notice to be served, the theoretical end date of the notice period falls on the first day of the month following the month in which the employee reaches retirement age; or
-

in case of termination with payment in lieu of notice, the termination is notified no earlier than the first day of the month following the month in which the employee reaches retirement age.

Law stated - 12 May 2026

DISPUTE RESOLUTION

Arbitration
May the parties agree to private arbitration of employment disputes?

No, according to the Employment Contracts Act from 1978, clauses where parties agree to arbitration signed before the existence of an employment dispute submitted to labour courts and tribunals are considered null and void.

However, this prohibition is limited in two cases:

- once the employment dispute has arisen; or
- where a white-collar employee whose annual remuneration exceeds €88,895 (amount for 2026, subject to annual indexation) is entrusted with the day-to-day management of the company or assumes comparable managerial responsibilities within a division of the company or within a technical operating unit.

Law stated - 12 May 2026

Employee waiver of rights
May an employee agree to waive statutory and contractual rights to potential employment claims?

An employee cannot agree to waive statutory or contractual rights before those rights have arisen, because such rights are often protected by mandatory law and public order. This means any attempt to renounce a right in advance (for example, a future bonus, notice period or protection under labour legislation) would be null and void.

Once a right has arisen during the employment relationship, the employee may in principle waive it, but this must be done voluntarily and clearly. Otherwise, the waiver could be challenged on grounds of duress, undue influence or fraud.

The position of subordination inherent in the employment relationship may affect the validity of such waivers, making them more easily contestable if the employee was pressured.

After the termination of the employment, the employee is free from the employer's authority and waivers of acquired rights (including claims related to unfair dismissal, unpaid wages or other employment disputes) are generally enforceable if clearly expressed, usually in writing. Courts interpret any such waiver strictly.

Law stated - 12 May 2026

Limitation period

What are the limitation periods for bringing employment claims?

The limitation periods for bringing employment claims in Belgium depend on the nature of the claim:

- claims arising directly from the employment contract must generally be brought within five years during the employment relationship or within one year following termination of employment;
- claims not directly stemming from the employment contract are generally subject to a five-year limitation period from the date the claim arises;
- claims based on conduct constituting a criminal offence, such as non-payment of wages or breaches of occupational health and safety obligations, are subject to a 10-year limitation period;
- social security-related claims must typically be brought within three years, although in cases of fraud, this period extends to 10 years; and
- claims relating to supplementary pensions are subject to a five-year limitation period from the moment knowledge about the facts was gained or was ought to be gained.

Law stated - 12 May 2026

UPDATE AND TRENDS

Key developments and emerging trends

Are there any emerging trends or hot topics in labour and employment regulation in your jurisdiction? Are there current proposals to change the legislation?

Belgium is currently experiencing significant developments in labour and employment regulation, driven in large part by the policy priorities of the Federal Government that took the oath in February 2025. The coalition agreements, including the "Easter Agreement" and "Summer Agreement", announced numerous reforms, some of which have already been implemented, while others are still pending. Key initiatives include measures affecting working time, re-integration of employees on long-term sick leave and labour market flexibility, reflecting a broader push to modernise employment rules and reduce administrative burdens for employers.

Another major development is the Private Investigation Act, which governs not only the use of private investigators in employment contexts but also internal investigations conducted by HR departments in potential conflict situations (eg, when envisaging disciplinary action or a dismissal for gross misconduct). Early case law has begun to interpret this new framework, highlighting potentially significant implications for employers.

Law stated - 12 May 2026