



Fixed-term contract ?

The CNE is there for you

You've been offered a fixed-term contract or you've already signed it ? What are your rights and obligations ? To get the best out of your fixed-term contract, follow the advice of the CNE !

As its name suggests, the fixed-term contract is a work contract concluded for a specific period of time. This contract mentions the starting and the ending date. To protect the worker as fully as possible, some rules frame the fixed-term contract.

A WRITTEN CONTRACT

The fixed-term contract must be established in writing (paper, or electronic with secured signature) and signed before the start of services. If the ending date of the contract isn't mentioned, the contract is automatically considered as an open-ended contract.

SUCCESSIVE CONTRACTS

In principle, the employer cannot hire you for successive fixed-term contracts. Instead, he has to give you an open-ended contract. Four exceptions exist :

- You could conclude as many as 4 successive fixed-terms contracts, if each of them lasts at least 3 months and if the total duration doesn't exceed 2 years.
- You could conclude several fixed-terms contracts, if each of them lasts at least 6 months and if the total duration doesn't exceed 3 years, and only under permission from the Control of Social Legislation.
- You could conclude some fixed-terms contracts without any limit if you're specifically asking for them, as for personal reasons for example.
- You could conclude some fixed-terms contracts if the employer is able to prove that it could be justified by some legitimate reasons (i.e. if there are several dates for the show you've been hired for ; if you've been hired for a temporary project which is directly linked to a fund that could eventually not be renewed).

YOU GET AN OPEN-ENDED CONTRACT ?

If you get an open-ended contract in the same company, your length of service while you were in your fixed-term contract must be taken into account for the calculation of your wage and other rights (period of notice, holidays, bonuses...).

WORK CONDITIONS

Workers under fixed-term contracts cannot be treated less favorably because they work on fixed-term, except if objective reasons can justify this treatment. Furthermore, if there is a vacancy in the company, the employer has to inform the employees under fixed-term contracts, at least by a general announcement placed at an appropriate place. You can also send a mail to your employer to indicate your interest for a job that will become vacant inside the company and that matches your qualifications or your work.

BREACH OF CONTRACT

Except in case of gross misconduct, the employer or the employee that breaches the contract before the planned ending date has to pay a compensation equal to the expected gross salary until the end of the contract (capped at the double of the compensation of notice for an open-ended contract). For the first fixed-term contract only : if the breach happens during the first half (maximum 6 months), a notice of termination or resignation can be given, but only if both starting and ending dates of this notice are set during this period of time.

WORK INCAPACITY

For the less than 3 months fixed-term contracts, the employer can breach the contract after 7 days of work incapacity (after the end of the period during which any notice is possible) without any compensation. For the 3 months and more fixed-term contracts, the employer can breach the contract after 6 months of work incapacity, and upon a compensation that equals the remuneration due for the remaining part of the contract, with a maximum of 3 months and the deduction of the guaranteed wage that could already have been paid.

Need to contact us ?

Call us on 067 88 91 00

Mondays, Tuesdays and Wednesdays from 9am to 12 pm and Thursday from 1.30pm to 4.30pm.



Need to meet us ?

Our offices are open at least on Mondays, Tuesdays and Wednesdays from 1.30pm to 4.30pm and on Thursdays from 9am to 12pm.



Mo-Tu-We 13h30 -16h30/Je 9h à 12h

Due to the current sanitary conditions, these schedule may change.
Please contact the local office before you come.

Need to write to us ?

Single address : cne.info@acv-csc.be

Our staff will answer as soon as possible.



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The content of this publication applies to both men and women.

www.lacsc.be/cne