

Fixed-term contract?

The CNE supports you

YOU HAVE BEEN OFFERED A FIXED-TERM CONTRACT OR YOU HAVE ALREADY SIGNED ONE? WHAT ARE YOUR RIGHTS AND OBLIGATIONS? TO MAKE THE MOST OF YOUR FIXED-TERM CONTRACT, FOLLOW THE CNE'S ADVICE!

A WRITTEN CONTRACT

As the name suggests, a fixed-term contract (FTC) is an employment contract concluded for a limited period. The fixed-term contract must be drawn up in writing (on paper or electronically with a secure signature) and signed at the latest when you start work. The contract specifies the date on which it begins and the date on which it ends. If the end date of the contract is not mentioned, the contract is automatically considered to be of open-ended.

SUCCESSIVE CONTRACTS

In principle, the employer cannot hire you on several fixed-term contracts that follow each other directly. Instead, they must offer you a open-ended contract. The law allows four exceptions:

- You can conclude up to 4 successive fixed-term contracts, provided that each one lasts at least 3 months and that their total duration does not exceed 2 years.
- You can conclude several successive fixed-term contracts, provided that each one lasts at least 6 months and that their total duration does not exceed 3 years, and this with the prior agreement of the Social Law Control.
- You can conclude successive fixed-term contracts without limit, if you request it yourself, for personal or other reasons.
- You can conclude successive fixed-term contracts if the employer can demonstrate that this is justified by legitimate reasons (for example, for several performance dates, for a temporary project intrinsically linked to a temporary grant for which it is not known whether it will be renewed or not, etc.).

DO YOU GET AN OPEN-ENDED CONTRACT?

If you obtain a open-ended contract in the same company, your seniority under a fixed-term contract must be taken into account for the calculation of your salary and other rights (notice, holidays, bonuses, etc.).

WORKING CONDITIONS

Workers on fixed-term contracts may not be treated less favorably because they work on a fixed-term basis, unless there are objective reasons for such differences in treatment.

BREACH OF CONTRACT

Except in the case of serious misconduct, the employer or worker who terminates the contract before the scheduled date must pay compensation equivalent to the salary due for the remaining duration of the fixed-term contract, with a ceiling of twice the compensation that would have been due if it had been a permanent contract. By way of exception and for the first fixed-term contract only: if the contract is terminated during the first half of the fixed-term contract (without this period exceeding 6 months), notice of dismissal or resignation may be given.

WORK INCAPACITY

For fixed-term contracts of less than 3 months, the employer may terminate the contract after 7 days of uninterrupted incapacity to work, after the expiry of the period during which notice is possible, without compensation. For fixed-term contracts of 3 months or more, the employer may terminate the contract after 6 months of incapacity to work, in return for compensation equivalent to the salary due for the remaining duration of the fixed-term contract, capped at 3 months' salary and reduced by any guaranteed salary already paid.

Need to mail us ? Please write to : cne.advice@acv-csc.be (English only!)

Need to contact us ? Please call 067 88 91 00 on Mondays, Tuesdays and Wednesdays from 9AM to 12PM and Tuesdays from 1.30PM to 4.30PM (French).

Need to meet us ? Our offices are open on Mondays, Tuesdays and Wednesdays from 1.30PM to 4.30PM and Tuesdays from 9AM to 12PM (French).

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