

## NEW RIGHT TO FLEXIBLE WORKING ARRANGEMENTS FOR EMPLOYEES WITH CARE RESPONSIBILITIES

<p><b>Conditions</b></p>	<p><b>Care purposes</b></p> <ol style="list-style-type: none"> <li>1. Care for a child following birth, adoption, guardianship or long-term foster care until the child turns 12 years old.</li> <li>2. Personal care or support to a family member or relative for a serious medical reason.</li> </ol> <p>⇒ No later than date of commencement of flexible working arrangement document(s) substantiating the claimed care purpose.</p> <p><b>Seniority condition</b></p> <ul style="list-style-type: none"> <li>• At time of written request at least 6 months' of seniority.</li> <li>• In case of successive fixed-term contracts/substitute contracts with the same employer: breaks are neutralized for the purpose of calculating the qualifying period.</li> </ul>
<p><b>Flexible working arrangements</b></p>	<ul style="list-style-type: none"> <li>- Adjustment of existing working pattern:             <ul style="list-style-type: none"> <li>• remote working (e.g. telework);</li> <li>• flexible working schedules;</li> <li>• reduced working hours.</li> </ul> </li> <li>- If still non-existent in the company: social consultation procedure with competent body + start discussion.</li> <li>- Ability for sectors to establish a framework, respecting the length of the seniority condition and working arrangements put in place at company level.</li> <li>- Period of maximum 12 months per request.</li> <li>- Multiple requests possible during career.</li> </ul>
<p><b>Employee request</b></p>	<ul style="list-style-type: none"> <li>- Written request (registered letter, by hand delivery of writing with signature of receipt, electronic transmission with acknowledgement of receipt), three months in advance</li> <li>- Mandatory mentions:             <ul style="list-style-type: none"> <li>• type of flexible working arrangement;</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>• explicit mention of CBA no. 162;</li> <li>• start and end date;</li> <li>• care purpose.</li> </ul>
<b>Employer's response</b>	<ul style="list-style-type: none"> <li>- Formalities: <ul style="list-style-type: none"> <li>• Written response within one month after request.</li> <li>• Written motivation, unless acceptance.</li> <li>• Assessment taking into account the needs of the employer and, as much as possible, of the employee.</li> </ul> </li> <li>- 4 possible decisions: <ul style="list-style-type: none"> <li>• <b>Acceptance</b> → specific modalities to be agreed with employee;</li> <li>• <b>Deferral</b> for concrete and justified reasons related to the operation of the company → provide specific reasons in writing within one month after request;</li> <li>• <b>Refusal</b> → provide specific reasons in writing within one month after request;</li> <li>• <b>Motivated counter-proposal</b> consisting of other flexible working arrangement/period → communication in writing within one month after request to employee, who may accept or reject.</li> </ul> </li> </ul>
<b>Consequences</b>	<p><b>Employee guarantees</b></p> <ul style="list-style-type: none"> <li>- Right to return to the original working pattern at the end of the flexible working arrangement;</li> <li>- Protection against adverse treatment related to family responsibilities (cf. Act of 10 May 2007 aimed at combating certain discriminations);</li> <li>- Employer may not take any adverse action towards employee requesting for flexible working arrangement, except for reasons that are extraneous to this (reversal of burden of proof);</li> <li>- From submission of written request until two months after end date flexible working arrangement or two months after refusal.</li> <li>- <b>Sanction</b>: compensation 2 to 3 months' salary.</li> </ul> <p><b>Protection against dismissal</b></p> <ul style="list-style-type: none"> <li>- Employer may not dismiss employee requesting for flexible working arrangement, except for reasons that are extraneous to this (reversal of burden of proof);</li> </ul>

Prohibition  
cumulation

of

- Equivalent to dismissal: making any preparation for dismissal during flexible working arrangements;
- From submission of written request until two months after end date flexible working arrangement or two months after refusal.
- **Sanction:** compensation 4 to 6 months' salary.

**Both compensations cannot be cumulated with:**

- Each other;
- Any other compensation due to the termination of the employment contract, including compensation due to abuse of dismissal right (with exception of severance pay, non-compete fee, client indemnity or an additional fee paid on top of social benefits);
- The same compensations under the Act of 10 May 2007 aimed at combating discrimination between men and women in case of discrimination based on the protected criterion of "family responsibility" (to be added to the discrimination Act).