International
Comparative
Legal Guides

Practical cross-border insights into employment and labour law

# Employment & Labour Law 2023

## 13th Edition

Contributing Editors:
**Stefan Martin & Jo Broadbent**
**Hogan Lovells**

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# Expert Analysis Chapter



# Q&A Chapters

# Q&A Chapters Continued

# Belgium

DEL-Law

Christophe Delmarcelle

## 1 Terms and Conditions of Employment

### 1.1 What are the main sources of employment law?

Aside from international treaties, employment obligations arise from a number of sources which are subject to a set hierarchy:

(i) the law;
(ii) Collective bargaining agreements ("CBAs") declared to be generally binding by Royal Decree;
(iii) CBAs which have not been declared generally binding;
(iv) written individual employment agreements;
(v) CBAs which have not been declared generally binding where the employer belongs to a joint committee in which a CBA is agreed, although the employer is not a signatory or member of a signing federation;
(vi) work regulations;
(vii) additional statutory or regulatory provisions;
(viii) verbal individual employment agreements; and
(ix) general practices within the branch or the company.

Amongst the numerous laws, the most relevant one would be:

(i) the law of 3 July 1978 on the employment contracts;
(ii) the law of 16 March 1971 on the working time;
(iii) the law of 27 July 1987 on temporary work;
(iv) the law of 12 April 1965 on the protection of the remuneration; and
(v) the law 20 September 1948 on the organisation of the economy that sets forth the legal context of the works councils.

It is to be noted that nearly all regulations under employment law carry criminal sanctions for violation.

### 1.2 What types of worker are protected by employment law? How are different types of worker distinguished?

If the employer wants to proceed with the termination of the employment contract of an employee, he will always have to verify whether or not the employee is protected against dismissal. Employees who are – by way of example – taking up their right to time credit, parental leave, maternity leave, employees who have filed a complaint for harassment, discrimination, etc. are protected against dismissal. If the employer gives notice and he cannot prove that the dismissal is not related to the protection to which the employee is entitled, he will have to pay additional compensation to the employee on top of the indemnity *in lieu* of notice to which the employee is entitled.

Employees' representatives (Trade Union delegates, members of the Works Council or of the Committees for prevention and protection at work ("CPPW") are moreover entitled to a specific protection against dismissal and specific procedures exist to terminate their employment contract.

### 1.3 Do contracts of employment have to be in writing? If not, do employees have to be provided with specific information in writing?

Permanent employment contracts do not have to be in writing.

However, written employment contracts are required to be in place and contain mandatory provisions before all other types of employment (i.e. fixed-term and part-time employment, student employment and homework, etc.) commence.

Furthermore, certain provisions of the employment contract must be in writing (sometimes even prior to the employment commencing) to be valid and enforceable (e.g., clauses relating to reimbursement of education costs, non-competition, homework, etc).

There is no requirement to register the employment contract with, or notify it to, any public body, although employers must declare all new employees at the National Office for Social Security ("NOSS") before they start working. This is called the "Dimona" declaration (or "Limosa" declaration for foreign employees).

### 1.4 Are any terms implied into contracts of employment?

Imperative employment law provisions generally supersede the employment contract in such way that there is no need to mention these in the agreement.

### 1.5 Are any minimum employment terms and conditions set down by law that employers have to observe?

Yes, such as the minimum number of hours of work, minimum salary scales, minimum severance/notice periods, etc.

### 1.6 To what extent are terms and conditions of employment agreed through collective bargaining? Does bargaining usually take place at company or industry level?

There are three categories of CBAs:

- National CBAs concluded at national level by all employee organisations and all employer federations. These CBAs are very similar in status to law as they automatically apply to all employees and all employers in Belgium.

- Sector CBAs concluded at sector level. These CBAs automatically apply to all employees and employers in the relevant sector (for example, the metallic fabrications sector or the chemical sector etc.).
- CBAs concluded at company level. These CBAs are concluded at company level by one employer and (at least) one trade union; they only apply to the employees employed by the company which concluded the agreement.

The three officially recognised trade unions (socialist, catholic and liberal), the employers' federations and employers themselves (in relation to company collective agreements only) are entitled to enter into CBAs.

CBAs may cover all collective and individual issues relating to employment law. This includes working time, minimum wages, end-of-year bonuses, notice periods (for blue collar workers), flexibility of working time, night shifts, meal vouchers, outplacement procedures, pre-retirement rights and specific protections against termination of employment, etc.

### 1.7 Can employers require employees to split their working time between home and the workplace on a hybrid basis and if so do they need to change employees' terms and conditions of employment?

No, telework can only be organised on a voluntary basis. An agreement has to be entered into in writing meeting the legal conditions in terms of content.

### 1.8 Do employees have a right to work remotely, either from home or elsewhere?

See above.

## 2 Employee Representation and Industrial Relations

### 2.1 What are the rules relating to trade union recognition?

In Belgium, Trade unions are official bodies recognised by law. However, they do not have a legal personality and can therefore not be sued directly. Three official trade unions exist in Belgium: the socialist (FGTB/ABVV); the catholic (CSC/ACV); and the liberal (CGSLB/ACLVB).

### 2.2 What rights do trade unions have?

Trade unions may form "trade union delegations" in companies following a specific procedure. They represent employees in collective bargaining (at all levels) and, in cases of industrial action, before the employment tribunal. They also represent the employees' interests within companies (for example, by negotiating collective employment conditions). They have a right to prior information on changes that may affect contractual and customary employment and remuneration conditions. They can initiate collective actions.

### 2.3 Are there any rules governing a trade union's right to take industrial action?

Under Belgian employment law, employees have an unimpeded right to strike. Unless specifically provided for in a CBA, there is no procedure, such as giving advance notice, which must be respected by the employees or the unions before they can resort to industrial action.

On the spot walk-outs, slow-downs, etc. cannot be prevented or sanctioned. Picketing and third-party picketing are allowed. Participating in a strike may not be invoked as a reason to terminate an employment agreement even though the strike is irregular.

The employer does not have to pay wages to striking employees. Instead, the unions will pay a daily allowance to their striking members.

If the strike is contrary to the obligations accepted by the unions under a CBA or threatens public order, recourse to the courts is possible, although exceptional.

### 2.4 Are employers required to set up works councils? If so, what are the main rights and responsibilities of such bodies? How are works council representatives chosen/appointed?

Works councils ("WCs") are established in companies usually occupying at least 100 workers. Both parties (employer and employees) are represented in the WCs. The employer directly appoints his representatives from among the enterprise's senior executives, and the employees' representatives are elected by the employees every four years based on lists of candidates submitted by trade unions. The next social elections will take place in May 2024 (procedure starting in December 2023).

The WC discusses and negotiates work rules and working conditions, monitors the company's economic and financial situation, gives advice and formulates proposals on the functioning of the company.

The CPPW are established in companies usually occupying at least 50 workers.

The CPPW is jointly composed of the head of the company on the one hand and employee representatives from the company on the other. The employer appoints the members of his delegation from among the management personnel, while the employees' representatives are elected from among/by the workers themselves during the social elections.

The CPPW's primary role is to identify, propose and contribute to all measures taken to promote the well-being of the employees during the performance of their work. This includes issuing prior opinions, giving prior consent, devising proposals, the right to information, appointing a delegation and various specific powers. However, for companies having more than 50 employees but less than 100 employees the CPPW is empowered with additional information and consultation powers so to act in practice as WC.

The employees'representatives in the WC and the CPPW are elected during "social elections", which must be organised by the employer every four years following a very strict and burdensome process starting in December of the year preceding the elections.

### 2.5 In what circumstances will a works council have co-determination rights, so that an employer is unable to proceed until it has obtained works council agreement to proposals?

In principle, there is no co-determination in Belgian labour law aside from very specific cases like the implementation of the working regulations or the setting up of the selection criteria within the scope of a collective dismissal procedure. However, there still exists a wide variety of information and consultation competences. For example, as will be explained hereafter, the works council has the right to receive different categories of

information: basic information; annual information; periodic information; quarterly information; and occasional information.

### 2.6 How do the rights of trade unions and works councils interact?

The Trade Union delegation and the WC have different roles and competencies and usually act in parallel. However, as the trade union delegates are usually also elected to the WC they clearly act in close coordination on their specific fields of competencies.

### 2.7 Are employees entitled to representation at board level?

No, employees are not entitled to representation at board level.

## 3 Discrimination

### 3.1 Are employees protected against discrimination? If so, on what grounds is discrimination prohibited?

Belgian legislation prohibits direct and indirect discrimination on grounds of gender, race, colour, ethnic origin, nationality, sexual orientation, civil status, birth, wealth, age, language, belief or religion, health, disability, prior illness, genetic or physical characteristics, political opinion, social background or trade union sympathies. "Direct" discrimination is a difference in treatment that directly relates to the discriminatory ground. "Indirect" discrimination is a difference in treatment that seems to be neutral but is, in reality, related to the discriminatory ground.

There is also specific legislation regarding the equal treatment of male and female employees (including equal pay) as well as legislation prohibiting discrimination against fixed-term or part-time workers.

The anti-discrimination laws cover discrimination, the failure to make reasonable adjustments for disabled employees, harassment and any act that tends to encourage discrimination.

The prohibitions referred to in the Non Discrimination Acts of 10 May 2007 apply to access to paid employment (including selection criteria and promotion opportunities) regardless of the activity involved or the seniority of the position.

Discrimination with respect to general working conditions, salary and redundancy conditions is also prohibited.

The CBA nr. 95 of 10 October 2008 regarding equal treatment applies to all phases of the employment relationship, including recruitment.

### 3.2 What types of discrimination are unlawful and in what circumstances?

See above.

### 3.3 Are there any special rules relating to sexual harassment (such as mandatory training requirements)?

The Act of 10 January 2007 relating to protection from violence, moral harassment (bullying) and sexual harassment in the workplace aims both to prevent violence, moral harassment and sexual harassment at work and to protect workers who are victims of such acts.

Victims of harassment can submit a complaint to the prevention advisor, who will seek to find an internal solution through conciliation. If this proves unsuccessful, a specific procedure applies. The plaintiff and witnesses are protected against dismissal.

### 3.4 Are there any defences to a discrimination claim?

Yes, but it depends on whether a direct discrimination or an indirect discrimination is at stake.

### 3.5 How do employees enforce their discrimination rights? Can employers settle claims before or after they are initiated?

They usually file a criminal complaint or can claim in civil courts the six-month damage indemnity provided for by law.

### 3.6 What remedies are available to employees in successful discrimination claims?

A six-month damage indemnity is due by the employer.

### 3.7 Do "atypical" workers (such as those working part-time, on a fixed-term contract or as a temporary agency worker) have any additional protection?

Yes, see above.

### 3.8 Are there any specific rules or requirements in relation to whistleblowing/employees who raise concerns about corporate malpractice?

The EC Directive 2019/1937 has been implemented in Belgium via (i) for the private sector, the Act of 28 November 2022, and for the public sector, (ii) the Act of 8 December 2022.

In the private sector, in short, companies have to implement an internal reporting system meeting the legal requirements as follows:

a. for companies with 50 to 249 employees: **from 17 December 2023**;
b. for companies with more than 250 employees: **from 15 February 2023** – urgent action needed;
c. for all companies subject to the rules on *financial services, products and markets and prevention of money laundering and terrorist financing*: **from 15 February 2023**; and
d. for companies with less than 50 employees, which are not subject to the rules on *financial services, products and markets and the prevention of money laundering and terrorist financing*: it is not mandatory.

Whistle-blowers, facilitators and related third parties are protected against retaliation.

## 4 Maternity and Family Leave Rights

### 4.1 How long does maternity leave last?

Pregnant employees have a prenatal leave entitlement of six weeks (or eight weeks in case of multiple births) which starts no earlier than the beginning of the sixth or eighth week before the expected date of childbirth.

Pregnant employees have a postnatal leave entitlement of nine weeks.

Employees are entitled to convert a part of their prenatal leave (maximum five or seven weeks) into postnatal leave.

The last two weeks of any prenatal leave which is converted into postnatal leave may be taken within eight weeks of the employee's return to work.

Employees are not permitted to work for a period starting on the seventh day prior to the expected date of childbirth (mandatory prenatal leave) and ending at the end of the ninth week after childbirth (mandatory postnatal leave). During this period, it is prohibited for employees to work (even at their own request).

### 4.2 What rights, including rights to pay and benefits, does a woman have during maternity leave?

The employer does not have to pay a guaranteed salary since the maternity leave compensation is fully covered by the worker's mutual insurance company, which pays her a "*maternity allowance*". Pregnancy and childbirth is a legal cause of suspension of the employment contract. During the entire period of suspension, the employee is exempted from working and the employer is no longer obliged to pay the remuneration nor provide the agreed work.

Since the benefits in kind as well as variable pay, commissions and bonuses are part of the worker's remuneration, they are also suspended during maternity leave.

The only case in which the employer is required to pay a guaranteed salary is the case where work disability occurs within five weeks (or seven weeks in the case of multiple births) before the pregnancy leave. However, the guaranteed salary is not payable if the work disability extends uninterruptedly until the pregnancy leave.

### 4.3 What rights does a woman have upon her return to work from maternity leave?

She is protected against dismissal and may also benefit from other family friendly rights, including:

- Parental leave to be taken in certain circumstances following the birth or adoption of a child until the child has reached the age of 12.
- Paid absence for exceptional circumstances (e.g., marriage of the employee, birth of his/her child, death of a first degree relative, etc.).
- Unpaid absence for a compelling reason (sickness, accident or hospitalisation to persons living under the same roof as the employee or to first-degree relatives).
- Flexible working applications.

### 4.4 Do fathers have the right to take paternity leave?

Yes, fathers are entitled to take 10 days off in the four months following the child's birth.

### 4.5 Are there any other parental leave rights that employers have to observe?

See above.

### 4.6 Are employees entitled to work flexibly if they have responsibility for caring for dependants?

See above.

## 5 Business Sales

### 5.1 On a business sale (either a share sale or asset transfer) do employees automatically transfer to the buyer?

It depends on whether the operation qualifies as a "business transfer" in the meaning of the Collective Bargaining Agreement nr. 32*bis* (or CBA 32*bis*, the "TUPE regulation").

CBA 32*bis* applies to a change of employer resulting from a transfer of undertaking (or part of an undertaking) and provides for an automatic transfer of the existing employment contract on the date of transfer.

### 5.2 What employee rights transfer on a business sale? How does a business sale affect collective agreements?

Aside from the automatic transfer, CBA 32*bis* also entails:

- the dismissal of transferred employees is prohibited;
- the transfer of all rights and duties pertaining to the employee; and
- the transfer cannot be the reason for amending the terms and conditions of employment and the transferor may only amend these to the same extent as the transferee could – bearing in mind that in Belgium amending the terms and conditions of employment is rather difficult without taking financial risks including with a constructive dismissal.

### 5.3 Are there any information and consultation rights on a business sale? How long does the process typically take and what are the sanctions for failing to inform and consult?

The transferring employer has the obligation to inform the transferring employees about the transfer whether collectively or in the absence of any social body individually.

The penalties for failing to comply with the notification and consultation obligations include criminal sanctions and administrative fines.

Consultation must occur prior to the implementation of the transfer.

### 5.4 Can employees be dismissed in connection with a business sale?

No, see above.

### 5.5 Are employers free to change terms and conditions of employment in connection with a business sale?

No, see above.

## 6 Termination of Employment

### 6.1 Do employees have to be given notice of termination of their employment? How is the notice period determined?

Both parties to a permanent employment contract can terminate it with notice (the length of which is provided for by law and depends on the employee's length of service as well as the date on which the contract was entered into). Permanent

contracts may also be terminated with immediate effect and payment *in lieu* of notice corresponding to the salary and benefits for the period of notice. Moreover, if one party commits a serious breach of contract, the employment contract can be terminated by the other party "for serious cause" without notice nor payment *in lieu*. Employment contracts may also be terminated by mutual agreement (with or without payment) or by an "act of God" (for example, if an employee is rendered permanently incapable of working).

Other rules apply to the termination of fixed-term employment contracts.

**6.2 Can employers require employees to serve a period of "garden leave" during their notice period when the employee remains employed but does not have to attend for work?**

No, garden leave cannot be unilaterally imposed.

**6.3 What protection do employees have against dismissal? In what circumstances is an employee treated as being dismissed? Is consent from a third party required before an employer can dismiss?**

Aside from the employee's representatives there is no authorisation to obtain but the termination of the employment contract must be motivated under the national CBA 109 of 12 February 2014 for reasons relating to their behaviour or capacities or for the requirements of the functioning of the company, establishment or service. In case of manifestly unreasonable termination because the termination is not based on the employee's behaviour or capacities or on the requirements of the functioning of the company, establishment or service and would not have been decided by a normal employer: from three weeks of remuneration up to 17 weeks on top of his notice entitlement, depending on how unreasonable the termination is considered. Obviously this will require a court decision.

**6.4 Are there any categories of employees who enjoy special protection against dismissal?**

Yes, see above.

**6.5 When will an employer be entitled to dismiss for: 1) reasons related to the individual employee; or 2) business related reasons? Are employees entitled to compensation on dismissal and if so, how is compensation calculated?**

See above.

**6.6 Are there any specific procedures that an employer has to follow in relation to individual dismissals?**

Aside from the termination of the employee's representatives or in case of collective dismissal or closure, as a rule, an employment contract can be unilaterally terminated by either party without observing any specific procedure involving consultation with or a decision of third parties and without the prior authorisation of any social mediation, arbitration or legal body.

The only procedural requirement is that the notice of termination be in writing and, to be valid, specifies the beginning and the duration of the notice period.

**6.7 What claims can an employee bring if he or she is dismissed? What are the remedies for a successful claim?**

Aside from the severance, the employee can claim various amounts such as the damage for lack of motivation, dismissal protection, indemnity for loss of clients (for sales representatives), UCA indemnities, arrears of pay, etc.

**6.8 Can employers settle claims before or after they are initiated?**

Yes, at any time.

**6.9 Does an employer have any additional obligations if it is dismissing a number of employees at the same time?**

Specific procedural and substantive rules apply (and must be followed) to intended "collective dismissals" that would affect, during any 60-day period:

- 10 or more employees in an enterprise employing 21–99 employees;
- 10% or more of the workforce in an enterprise employing 100–299 employees; or
- 30 or more employees in an enterprise employing 300 or more employees.

Additional requirements apply in the case of a "closure" of undertaking.

**6.10 How do employees enforce their rights in relation to mass dismissals and what are the consequences if an employer fails to comply with its obligations?**

There is a specific and very strict/burdensome information and consultation procedure that must be followed. Failure can trigger criminal and civil sanctions.

## 7 Protecting Business Interests Following Termination

**7.1 What types of restrictive covenants are recognised?**

*Non-compete covenants* may only be incorporated (in writing) in employment contracts upon compliance with a certain number of conditions (such as salary level, type of activities, limited time and geographic scope, exercise of a similar function in a similar business, possibility for the employee to harm the company, level of salary, applicable period limited to maximum 12 months, payment of a non-compete indemnity). Other conditions apply to "derogatory non-competition covenants".

To be noted that the general *post termination restrictions* set under Article 17 of the Employment Contracts Act provide that after the termination of their employment contract, workers must refrain from disclosing confidential information and from unfair competition:

- "confidential information"; and
- "unfair competition" encompasses any competitive activity during which the employee uses confidential information acquired during his employment with his former employer or by which he creates confusion between his former employer and a new one.

### 7.2 When are restrictive covenants enforceable and for what period?

See above.

### 7.3 Do employees have to be provided with financial compensation in return for covenants?

Yes, as a rule of thumb, see above.

### 7.4 How are restrictive covenants enforced?

Restrictive covenants are enforced in court if necessary.

## 8 Data Protection and Employee Privacy

### 8.1 How do employee data protection rights affect the employment relationship? Can an employer transfer employee data freely to other countries?

Employers process personal data of their workforce on a large scale. In doing so they have to comply with the requirements imposed by the GDPR that entered into force in May 2018 and has been implemented in Belgium by the Act of 30 July 2018.

### 8.2 Do employees have a right to obtain copies of any personal information that is held by their employer?

Yes, the GDPR entails the right to access as well as the right to portability or the right to be forgotten.

### 8.3 Are employers entitled to carry out pre-employment checks on prospective employees (such as criminal record checks)?

It is generally permissible for employers to undertake *background checks* on prospective employees and factual information provided by the employees, such as academic qualifications, may be verified. The employer may even consult the former employer if the (former) employment relationship has already terminated. The employer may not demand a criminal record check to ensure the employee's integrity, except for professions for which a criminal record free of specific infringements is required by law (e.g., itinerant traders, security agents, etc.).

### 8.4 Are employers entitled to monitor an employee's emails, telephone calls or use of an employer's computer system?

Employees have a limited right to privacy in the workplace. This right is, however, not clearly defined or regulated. A number of general provisions seek to guarantee the privacy of all but each of these has a number of exceptions.

Following, employers may not open private correspondence received by its employees at the workplace (by means of ground mail service or e-mail), and internet, e-mails and more generally tele-communications as well as CCTV monitoring, use, transfer and processing of any personal data implemented by employers are strictly regulated.

As far as telecommunications are concerned, one has to comply with the secrecy of telecommunications organised by two criminal provisions.

If strictly regulated/well organised, employee monitoring is still possible. To be lawful, it must, amongst others, comply with the principles of legality, purpose and proportionality, and must have been brought to the attention of the employee.

We strongly recommend obtaining legal advice before implementing or conducting a monitoring of tele-communications since it remains a grey area of law.

### 8.5 Can an employer control an employee's use of social media in or outside the workplace?

Yes, to the extent the information is public and the GDPR is being complied with.

## 9 Court Practice and Procedure

### 9.1 Which courts or tribunals have jurisdiction to hear employment-related complaints and what is their composition?

The main forum for determining employment disputes is the Labour Tribunal and in appeal the Labour Court. They are composed of one professional judge and two "social" judges: one representing the employees; and one the employers.

### 9.2 What procedure applies to employment-related complaints? Is conciliation mandatory before a complaint can proceed? Does an employee have to pay a fee to submit a claim?

There are no general procedures governing the making of complaints by employees after the termination of employment. However, employees usually issue their former employer with a formal notice before commencing legal proceedings. This notice contains a summary of the complaint and requests that the employer quickly finds a solution.

Conciliation is not a mandatory prerequisite and there are no special rules governing amicable settlements such as in the UK.

Generally, employees have five years from the date on which the facts that gave rise to the claim occurred to submit a complaint to the Employment Court, but this cannot be more than one year after termination of the employment contract. Where the claim relates to an alleged criminal offence (e.g., salary arrears), a longer limitation period is applicable (five years from the day on which the offence occurred), and may even, depending on the circumstances, go back indefinitely in time, insofar they are brought to court within one year of the termination of the contract. Limitation periods can be interrupted or suspended by several causes.

### 9.3 How long do employment-related complaints typically take to be decided?

Legal proceedings usually start with the issuance of a writ of summon shortly followed with a preliminary hearing at the Labour Tribunal.

During the preliminary hearing, a calendar for the filing of written submissions is usually agreed (or otherwise determined

by court) and a hearing date is set. The undisputable claims can sometimes be pleaded during this hearing or shortly after and lead to a decision.

Following submissions of the written submissions, the case is heard. It can take between a few months and two and a half years before a case can be pleaded. Decisions must theoretically be pronounced by the Tribunal within a month of the hearing of pleadings, but it usually takes much longer, depending on the complexity of the case.

Appeal against the arisen decision is to be lodged before the Labour Court within a month of the notification of the decision to the unsuccessful party.

**9.4 Is it possible to appeal against a first instance decision and if so, how long do such appeals usually take?**

The appeal can take up to two years.

**Christophe Delmarcelle** has more than 22 years' experience in labour law (collective and individual), social security, pensions, privacy and HR income tax matters. With broad experience in both individual and collective dismissals and closure of undertaking, he has also developed a strong practice of advising on the dismissal of top executives. He advises on transfers of undertaking, the social aspects of major reorganisations, trade secrets and privacy issues including on bring-your-own-device, whistle-blowing, monitoring of telecommunications, pre-employment checks, GDPR etc.

Christophe was ranked by Chambers since 2012 up to 2018 (Band 4): "*Sources regard him as 'solution-oriented and responsive,' with clients further appreciating that 'he has a lot of experience, so he can give you real-life cases and use them as background to give you advice'.*"

Before founding DEL-Law, after gaining experience as tax consultant at Deloitte and as employment lawyer at major law firms like Freshfields and Loyens, he built, from scratch, the Brussels labour team of the international law firm Bird & Bird since 2009 and headed the team as partner until 31 December 2017. Under his lead the team expanded from one lawyer to five and were ranked by *The Legal 500* and nominated by *HR Excellence*.

He regularly speaks at seminars and conferences, and wrote for various legal journals (*JTT*, *Expat News*) including a book on stock options.

Since 2010, he has been a supplemental judge at the labour tribunal of Brussels.

Christophe graduated from the Catholic University of Louvain (*Magna Cum Laude*) and was admitted to the Brussels Bar in 2001.

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A team of six passionate professional lawyers dedicated to employment law services.

Providing quality, pedagogy and accuracy, this could be the motto of DEL-Law, a niche firm with great ambitions founded in 2020 by Christophe Delmarcelle.

At DEL-Law, all advice, whether in employment, social security, HR tax or privacy law, take into account the client's reality and anticipate his needs and the subsequent required actions within the framework of a clear, understandable and synthetic strategy.

They aim to maximise success whether in the defence of a case in court, in the context of collective or individual negotiations, or even in view of implementation of new measures within the client company. Those strategic aspects are appreciated and put forward by clients, particularly at the end of complex negotiations. This vision is embedded in an ideal competitive budgetary environment.

DEL-Law has been listed as "Recommended" (in Tier 1) in the 2022 Leaders League Ranking for Belgium, for best employment law firms.

A client's testimonial: "*As the EAME manager for Lenovo I have been working with Christophe Delmarcelle on several critical HR Matters in Belgium for other a decade. His creative and alternative approach has helped us close many cases in a way that was favourable to Lenovo whilst in parallel being respectful of the concerned employee. We have also appreciated his broad international network through which he was able to assist on international matters.*"

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