

TRAINEES

Presentation

Unlike the employment contract, the object of the agreement is not the supply of labour services against payment in an employer-employee relationship, but the training, that is to say learning in a practical way being "immersed" in the company's life.

Conditions

applying to traineeship agreements

For any traineeship, a written agreement must be signed by both parties and no later than the start date of the traineeship period. This agreement must include the following:

- The identity of the parties;
- The location of the traineeship;
- The purpose and duration of the traineeship;
- The daily and weekly hours of attendance in the company;
- The agreed compensation;
- The manner in which the traineeship can be terminated;
- The training plan of the trainee, agreed by the parties and approved by the competent Region (Brussels, Flanders or Wallonia);

Compensation

Since the aim of a traineeship is to strengthen the practical training of the trainee, he/she is not entitled to remuneration in exchange for work. However, a compensation will be assigned to the trainee. The amount of the minimum compensation is stated yearly by the authorities for any trainee over the age of 21.

Under certain conditions, the compensation received by the trainee is not subject to employer's and personal social contributions.

Social documentation

The traineeship agreement is an official document. It means that the agreement, established in accordance with the legal requirements, shall be kept by the employer for a period set at five years.

Failing that, this infringement is criminally punishable or may result in administrative fines.

Sanctions

In case of non-compliance with the legislation on traineeship agreements, the traineeship can be reclassified as a contract of employment with the application of the minimum wage in force in Belgium and with payment of social contributions with retroactive effect.

Source: Groupe S

More information

www.emploi.belgique.be/defaultTab.aspx?id=3460#

