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European Trade Union Confederation (ETUC), *Centrale Générale des Syndicats Libéraux de Belgique* (CGSLB), *Confédération des Syndicats chrétiens de Belgique* (CSC) and *Fédération Générale du Travail de Belgique* (FGTB)
v. Belgium
Complaint No. 237/2024

RESPONSE FROM THE COMPLAINANTS TO THE GOVERNMENT'S SUBMISSIONS ON THE MERITS

Registered at the Secretariat on 17 January 2025

European Trade Union Confederation (ETUC),
Centrale Générale des Syndicats Libéraux de Belgique (CGSLB),
Confédération des Syndicats chrétiens de Belgique (CSC) and
Fédération Générale du Travail de Belgique (FGTB) v. Belgium

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Response to the Observations of the Belgian government

by the

European Trade Union Confederation (ETUC)/
Centrale Générale des Syndicats Libéraux de Belgique (CGSLB)/
Confédération des Syndicats chrétiens de Belgique (CSC)/
Fédération Générale du Travail de Belgique (FGTB)

17 January 2025

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Introduction

1 Following the letter of 13 November 2024, and pursuant to Article 7 of the Additional Protocol to the European Social Charter (ESC) providing for a system of collective complaints and Rule 31§2 of the Rules of the European Committee of Social Rights (ECSR), the ETUC and its three Belgian affiliates CGSLB, CSC and FGTB (hereinafter "the complainant organisations") submit their response to the submission of the Belgian Government (hereinafter the "Government" or "Observations")[1].

2 In this response, the complainant organisations follow as closely as possible the structure of the Governments' observations and provide replies to those in the order as they appear in the Observations.

Part I - Facts

The relevant domestic legal framework and its application

Domestic legal framework

3 The Government states in Part III on "The relevant domestic legal framework" under points 1.1 and 1.2 on pages 2 and 3 of its Observations that the procedure for setting the wage margin for the development of wage costs is described in Articles 5, 6 and 7 of the Law of 26 July 1996 as amended in 2017 (hereinafter "1996 Wage Law").[2]

4 In the third paragraph of page 3 of its Observations, the Government also refers in particular to the preparatory works for the 1996 Wage Law which describes the central role played by the social partners in setting the maximum wage norm available, as follows:

> "*En effet, la fixation des mesures pour l'emploi et de la marge maximale pour l'évolution du coût salarial se fait en première instance par des organes autres que le Gouvernement. Une procédure circonstanciée et préalable de concertation est prévue. Le Roi n'est habilité à intervenir qu'en cas d'échec de cette concertation. Pour déterminer la marge maximale de l'évolution du coût salarial, il est tenu de respecter à cette fin l'évolution minimale déterminée par la loi ».*

5 It is important to bear in mind that these preparatory works predate the amendment of the 1996 Wage Law in 2017 which, as indicated by the Government in the fifth paragraph of page 3 of its Observations, prohibited the social partners from derogating from the maximum wage norm set by the secretariat of the Central Economic Council:

> *"La loi du 19 mars 2017 a également interdit aux partenaires sociaux de déroger à la marge maximale fixée par le CCE. Si la marge maximale convenue entre les partenaires sociaux ne respecte pas la marge maximale du rapport technique, la marge est fixée par un arrêté délibéré en Conseil des Ministres ».*

6 This prohibition is provided for in Article 6§2 of the 1996 Wage Law:

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[1] Mémoire du Gouvernement sur le bien-fondé, 18 Octobre 2024.

[2] For the convenience of the ECSR, the full text of those Articles (in French) can be found in Annex 1 to this response. The full text (in French also) of the consolidated 1996 Wage Law can also be found in Annex 6.2 of the Collective Complaint (Complaint), registered on 6 February 2024, pp. 47 - 60.

> *"La marge maximale pour l'évolution du coût salarial, visée au paragraphe premier, est **au maximum la marge maximale disponible**, telle que visée à l'article 5, § 2 »* [emphasis added; NDLR: Article 5§2 refers to the maximum wage norm calculated in the technical report of the CCE]".

7 In other words, the social partners can only negotiate the maximum wage norm downwards, which is the core of the alleged violation of Article 6§2. The 2017 amendment has therefore fundamentally changed the initial dynamic of the 1996 Wage Law that was mentioned in the parliamentary works raised by the Government. The Government thus unilaterally intervenes from the onset of the wage negotiation process and the social partners have no impact on the criteria that determine the setting of the wage norm.

Application

8 Since the entry into force of the 2017 amendment, the social partners have not been able to agree on a maximum wage margin, with the exception of/for the period 2017-2018. About this period, while the Government states that *"la norme salariale a été fixée par les partenaires sociaux dans une CCT conclue au sein du CNT le 21 mars 2017 et portant le numéro 119*"[3], it should however be stressed that the trade unions reluctantly agreed to set this wage norm. This reluctance is confirmed by a joint press release of the three Belgian trade unions on the 22nd of January 2017 (see Annex II) where they stated:

> "*Le gouvernement a délibérément choisi de restreindre fortement les négociations salariales collectives libres. Ceci est en flagrante contradiction avec la grande publicité qu'il fait pour le marché libre dans d'autres domaines. Cette liberté, le gouvernement ne la veut toutefois pas pour le pouvoir d'achat des travailleurs. Les conséquences néfastes de la réforme de la loi sur les salaires sont claires : le gouvernement opte pour une redistribution des travailleurs vers les entreprises. Dans le cadre des négociations interprofessionnelles qui commencent à la fin de cette année, nous exigerons une adaptation de la loi. Les travailleurs revendiqueront leur part légitime de la valeur ajoutée*".

9 It was also the first time that a mandatory wage norm was set under the 1996 Wage Law as amended in 2017. The complainant organisations would also like to refer to paras. 42 to 48 of their Complaint which also clarify the unique context in which this collective bargaining agreement has been signed.

10 In the periods that followed, and after having fully appreciated and seen the confirmation of the consequences of this change on the dynamics of collective bargaining (and which they had anticipated), the objections of the trade union organizations were such that they could no longer accept the serious restrictions on the right to collective bargaining brought about by the new regime of the 1996 Wage Law. As a result, the social partners could never again reach an agreement to set the wage standard, implying systematic intervention by the authorities in setting the wage standard based on the technical report of the CCE.

11 The consequence of this new legal regime is that there is a crucial and significant limitation to **autonomously** collectively negotiated wages and that social partners are basically completely deprived of their right to collective bargaining in wage matters.

[3] Observations, see note 1, point 1.3, p. 3.

Authorized salary increases

As for salary components outside the norm

12 Under point 2.1. on pages 5 and 6 of its Observations, the Government lists a number of salary elements mentioned in Article 10 of the 1996 Wage Law which may be negotiated outside the wage norm that is set based on Articles 5, 6 and 7 of the 1996 Wage Law. In other words, these are salary elements that can be granted even if the wage margin is zero or has already been exhausted by the negotiation of other salary elements.[4] By listing these elements, the Government tries to demonstrate that there is room for wage negotiation even outside the wage norm. However, this is not pertinent for the following reasons:

13 Firstly, concerning the salary elements mentioned in points 1° to 4° of Article 10 of the 1996 Wage Law (such as "*participations bénéficiaires*" and "*prime unique d'innovation*"), it should be noted that not many workers benefit, or even can benefit, from those kind of salary elements. Moreover, these elements are also unevenly distributed among the staff. For example, only the higher incomes usually receive a profit premium as appears in a study commissioned by the National Social Security Service (ONSS-RSZ). Based on that study, it appears that the frequency for granting a profit premium in the tenth income decile is five times higher than in the first income decile and three times higher than in the second income decile. In addition, when a profit premium is granted the amount of the premium in the tenth income decile is – on average – three times higher that profit premiums granted in the first and second income decile.[5]

14 Secondly, as regards the salary elements mentioned in points 5° to 8° of Article 10 of the 1996 Wage Law (such as *"prime corona"* and *"prime pouvoir d'achat unique"*), it should be noted that these elements have only been recently introduced[6] in a context of severe wage moderation and were temporary measures related to the coronavirus, energy and purchasing power crisis. Considering that those wage elements had to be introduced within a specific timeframe defined by the specific laws which introduced those in the legislation, these are by no means elements that can be negotiated again in the future, unless the Government is once again forced to recognize that the mechanism of the mandatory wage norm is too severe and leads to unfair consequences. This demonstrates the inconsistency of the mechanism of the 1996 Wage Law which, on the one hand, prohibits collective bargaining on wage increases and, on the other hand, pushes the Government to introduce new wage elements that could have been freely negotiated by the social partners if the wage standard had not been mandatory.

15 Thirdly, in the last paragraph of point 2.1 on p. 6 of its Observations, the Government states that *"les plans bonus collectifs dans le cadre de la CCT n° 90 du Conseil national du travail sont également autorisés et ne doivent pas être comptabilisés dans la marge salariale au niveau du secteur ou de l'entreprise »*. It should be noted that, on annual average, non-recurring bonuses amounted to 0.78% of declared gross wages in 2022. In 2009, this was just 0.2% of wage bill. The number of entry agreements was 8,006 in 2023[7].

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[4] For the full text of Article 10 of the 1996 Wage Law, see also Annex I to this response.

[5] Évaluation des différents systèmes de rémunérations alternatives existants, ONSS, 28 juin 2024.

[6] Point 5°, 6° and 7° have been introduced by the law of 26 June 2020 with entry into force on the 1st of July 2021, in a period where the wage norm has been set by the Government at 0,4% ; Point 8° has been introduced by the law of 24 May 2023 with entry into force on the 1st of May 2023 in a period where the wage norm has been set by the Government at 0%.

[7] https://www.ccecrb.fgov.be/dpics/fichiers/2024-02-27-02-33-59_doc240551fr.pdf.

16 Fourth, it should furthermore be pointed out that the determination of these elements depends entirely on the goodwill of the public authorities, since a legal amendment is necessary to allow the exclusion of certain wage elements from the wage norm.

17 Finally, the complainant organisations want to stress that the salary elements listed in article 10 of the Wage Law are very often salary elements to which a particular fiscal and parafiscal regime applies in the context of which social security and tax contributions are lower. For example, the corona premium was exonerated from fiscal contributions for the worker, fully deductible for the employer, exonerated of social contributions from the worker and subjected to social contributions of 16,5% from the employer whereas gross wages are subjected to fiscal contributions and subjected to 13,7% of social contributions for the worker and 25% from the employer. This is not without consequences for the evolution of salary packages, which tend to evolve towards these wage elements to the detriment of the increase in gross wages, with all the negative consequences for the financing and coverage of social security that are associated to it. This also applies to the wage elements negotiated in the context of the mandatory wage norm as negotiators are pressured to negotiate those kind of salary elements with lower social and fiscal contributions.

As for guaranteed indexation and scale increases

18 In the first paragraph under point 2.2. of its Observations, the Government states that the existing indexations and scale increases are guaranteed by the 1996 Wage Law (and irrespective of the set maximum wage margin). This is provided for in Article 5, §2, paragraph 9 of the 1996 Wage Law that reads as follows:

> "*Les indexations et les augmentations barémiques sont toujours garanties, et ce, quelle que soit la marge maximale disponible*".

19 It is important to emphasize that wage indexation mechanisms and scale increases ("*augmentations barémiques*") are conventional instruments that existed before the 1996 Wage Law. If the 1996 Wage Law had called into question these pre-existing conventional instruments, it would have (also) interfered with pre-existing collective bargaining agreements and which would - in the view of the complainant organisations - constitute an undue and unilateral interference by public authorities in existing collective bargaining agreements. As stated on multiple occasions by the ILO Committee on Freedom of Association (CFA), "*State bodies should refrain from intervening to alter the content of freely concluded collective agreements*"[8]. Also the ECSR itself decided that "*whatever the procedures put in place, collective bargaining should remain free and voluntary. States Parties should not interfere in the freedom of trade unions to decide themselves which subject matters they wish to regulate in collective agreements* (…)."[9]

20 In the same first paragraph under point 2.2. of its Observations, the Government indicates that wage indexations and scale increases are taken into account in the determination of the wage margin available for the next negotiation period. These indexations and scale increases therefore have an (restrictive) effect on the calculation of the maximum wage norm to be negotiated for the next negotiation period even though it is not deducted from the maximum wage norm.

21 In the fourth paragraph under point 2.2. of its Observations, the Government rightly points out that **almost** all sectors have a wage indexation mechanism. This implies however that there are sectors that do not benefit from it and which are nevertheless subject to a mandatory wage margin which is

[8] ILO, Committee on Freedom of Association, Compilation of decisions, para. 1424.
[9] Council of Europe, Digest of the case law of the European Committee of Social Rights, June 2022, p. 87.

calculated on the basis of indexations from which workers in these sectors do not benefit (unless such an indexation mechanism has been inserted at the company level). This observation thus in a way reinforces the inadequacy of a mandatory rather than an indicative wage norm.

Tableau 6-1 : Les différents mécanismes d'indexation dans le secteur privé[32]

Méthode d'indexation	Nbre de commissions paritaires	Nbre de travailleurs	% du total de travailleurs
Indice pivot total	**109**	**1.319.046**	**43,44%**
CP avec pivot 1,02	92	1.249.992	41,16%
CP avec pivot 1,01	11	55.773	1,84%
Moment fixe total	**56**	**1.526.532**	**50,27%**
Chaque année	29	1.213.703	39,97%
Tous les 6 mois	9	66.328	2,18%
Tous les 3 mois	12	171.160	5,64%
Intérimaires	**1**	**127.141**	**4,19%**
Commission paritaire sans indexation	**9**	**51.693**	**1,70%**
Non couverts par commission paritaire		**11.774**	**0,39%**

Sources : SPF Emploi, calculs secrétariat CCE

Part II - Law

The relevant international and European (case) law

22 In section IV. on "Textes européennes and internationaux pertinents » on pages 9 to 16 of its Observations, the Government provides a selection of extracts of ILO and ESC(R) (case) law which it considers relevant to the case at stake.

23 The complainant organisations would in first instance like to (re)draw the ECSR's attention to the more extensive set of references to relevant international and European human rights (case) law and material they provided in Chapter 3 on "International and European law and material" of their collective complaint.[10]

24 As for the selected extracts provided by the Government, the complainant organisations would like to make the following observations.

25 Firstly, under point A.2 on the ESCR case law relating to Article 6§2 ESC on pages 9 to 11 of its Observations, the Government refers to ECSR Conclusions and Statements of interpretation adopted in relation in general and/or other Contracting Parties and set out the conditions under which those Parties can adopt measures, in particular in times of economic crisis/difficulties, that restrict the right to collective bargaining.

26 Whereas the situations at stake in those cases (of e.g. Denmark, Iceland and the Netherlands) are not necessarily comparable, let alone similar, to the situation at stake in this Complaint, the ECSR has developed a common set of conditions under which such restrictive measures would be allowed such as "*after very large consultation of all interested parties, in particular trade unions and employers*" organisations, "*measures must have an exceptional character and limited in time*", "*consider other measures that might produce the same effects first*", etc.

27 The complainant organisations do certainly not contest the cited references of course but are rather surprised that the Government considers them to be in their favour and afterwards fail to sufficiently

[10] See Complaint, note 2, in particular paras. 56 - 125, pp. 12 - 39.

demonstrate why this is indeed so. In paras. 38 - 52 below, the complainant organisations showcase that almost none of these conditions are indeed fulfilled in the complaint at stake.

28 In section A 3.2 and 3.3 on the ECSR case law relevant to Belgium (pages 11 - 14 of the Observations), the Government refers to the ECSR Conclusions 2014 and 2022 as well as earlier Conclusions for Belgium in which the ECSR would have expressed itself on the 1996 Wage Law (and the 2017 amendment) in particular and the conformity of Belgian law with Articles 6§2 ESC in general. The complainant organisations would like to make the following observations in this regard:

- As concerns the reference to **ECSR Conclusions 2014** (page 12-13 of the Observations):
    - Firstly, these Conclusions relate to the reference period 01/01/2009 - 31/12/2012, i.e. after the 1996 Wage Law but before the contested 2017 amendments came into force let alone were debated;
    - Secondly, the ECSR only takes note of developments in interprofessional negotiations/agreements regarding (elements of) wages i.e. the period 2009-2010 (but not pertaining to actual negotiated wage increases) and 2011-2012 (but which led not to an interprofessional agreement but the Government setting a limited wage increase margin of 0,3% only), see in this regard also the information provided by the Complainant in paras. 8 - 11 above;

      Summing up, the ECSR thus concluded only on the conformity of Belgium with Article 6§2 ESC following the 1996 Wage Law and on partial elements/developments thereof, not on the 2017 reform.
- As concerns the reference to the **Conclusions 2022** (pages 11 - 12 of the Observations), these Conclusions:
    - relate to the reference period 2017-2020, i.e. the period just after the coming into force of the 2017 amendments whereby only in 2017-2018 and with reluctance from the trade union side an interprofessional agreement was reached (see paras. 8 - 11 above);
    - did not lead to a conformity by Belgium but rather to a deferral of its decision due to a lack of information provided by the Government which is in itself to be considered a failure to comply with the ESC (treaty) obligations; the deferral decision was furthermore based on the fact that it could base itself only on the information made available by the Belgian trade unions (also being the complainant organisations in this case) and the conclusions of the ILO CFA of 2022 which considered the 2017 amendments as a serious restriction of the right to collective bargaining.[11]
- As for the **"other Conclusions"** to which the Government refers on page 13 of its Observations, the complainant organisations would like to highlight that:
    - They relate to the reporting cycles 1996-2006 and thus to (reference) periods before the 1996 Wage Law and certainly also before the contested 2017 reform;
    - As stated in the Complaint in para. 103 "*In all other Conclusions since the come about of the 1996 Law (i.e. Conclusions XVIII-1 (2006), XVII-1(2005), XVI-1 (2003), XV-1*

[11] CFA, Decision, Case No. 3415, Confederation of Christian Trade Unions (CSC), General Labour Federation of Belgium (FGTB) and General Confederation of Liberal Trade Unions of Belgium (CGSLB) v Belgium.

(2000), XIV-1(1998) and XIII-4(1996), the ECSR did not express itself/refer to the particular issues at stake."

29 As for the references in section B 1 and 3 on the case law of the ILO CFA (in general and in relation to Belgium) on pages 15 - 17 of the Observations, the complainant organisations consider that similar remarks as for the quoted ECSR case law (see above paras. 25-28) could be put forward.

30 From the quoted general ILO CFA decisions (pages 14-15 of the Observations), it is also clear that, like the ECSR, the ILO CFA has also developed a common set of conditions under which restrictive measures to collective bargaining on wages would be allowed such as "need for preceding consultations", "in exceptional situations, "need to be of temporary nature", "measures must have an exceptional character and limited in time", etc.

31 The complainant organisations do certainly not contest also these cited references but are again rather surprised that the Government considers also these references to be in their favour and afterwards fail to sufficiently demonstrate why this is indeed so. In paragraphs 38 - 52 below, the complainant organisations showcase that almost none of these conditions are indeed fulfilled in the complaint at stake.

32 As for the references to the CFA decisions concerning Belgium (pages 15-17 of the Observations), it should be noted that the reference to the "Rapport définitif -No. 230, Novembre 1983 – Cas no. 1182" (point 2.1 on page 15 of the Observations) largely predates the 1996 Wage Law and its 2017 amendments and could thus not be considered of relevance to the complaint at stake. As for the reference to the "Rapport (…) No. 400, Octobre 2022, Cas no. 3415, the complainant organisations consider it sufficient to refer as to what the CFA stated in para. 147 thereof:

> *"147. Concerning the temporary nature or otherwise of the restrictions on free negotiation of the maximum margin for wage cost increases described above, the Committee observes that, while the wage standard adopted every two years is not, by definition, permanent, the mechanism which allows for the setting of the standard, and which is the subject of the present complaint, is, however, continuous in time insofar as, in accordance with the legislation in force, it governs for an indefinite period of time the successive exercises for setting the maximum margin of wage cost increases. In this regard, and while duly taking into account the characteristics of the present case (participation of the social partners in the setting of the maximum margin, possibility of negotiating certain defined aspects of remuneration in addition to this margin, wage indexation mechanism), the Committee recalls that it has considered that if, as part of its stabilization policy, a government considers that wage rates cannot be settled freely through collective bargaining, such a restriction should be imposed as an exceptional measure and only to the extent that is necessary, without exceeding a reasonable period, and it should be accompanied by adequate safeguards to protect workers' living standards".*

The relevant domestic case-law

33 As regards the domestic case-law of the Constitutional Court and the Council of State cited by the Government on pages 7 and 8 of its Observations, it should be noted that this case-law was issued before the disputed reform of the 1996 Wage Law which came into force in 2017. These decisions also predate the Decision of the ILO CFA of November 2022[12] noting the restrictions on the autonomy of the parties brought about by the reform of the 1996 Wage Law and which are in violation of ILO

[12] Ibid.

Convention No. 98. These decisions did thus not assess the legal changes to the 1996 Wage Law which occurred in 2017.

The preliminary observations on the law

34 On the first paragraph of page 18 of its Observations, the Government indicates that Belgium has a legal framework for collective bargaining that allows the social partners to negotiate collective agreements under the best conditions, both in terms of institutions and applicability.

35 Although many improvements in favour of collective bargaining can still be envisaged, the complainant organisations acknowledge that the collective bargaining system in Belgium includes positive elements like e.g. a well-structured social dialogue institutions at all levels, a solid legal framework recognizing the legal validity of collective bargaining agreements, an *erga omnes* extension mechanism, the complainant organisations nevertheless regret that this system of collective bargaining is seriously put under pressure by the 1996 Wage Law , particularly in wage matters but not only. To have a view on how the 1996 Wage Law impacts other issues than wage issues, the complaint organisations would like to refer to point 2.3 of their complaint on "The impact in practice of the 1996 Wage Law as revised in 2017" where this is described in more detail.[13]

36 However, and despite these positive aspects of the collective bargaining system in Belgium, it did not preclude the ILO CFA to observe a violation of the right to collective bargaining including on this particular point at stake in the complaint.

The discussion of the merits of the complaints

37 The complainant organisations note and underline that the Government itself acknowledges under point B.1. on page 18 of its Observations that "*certains éléments de la loi du 26 juillet 1996, telle que modifiée en 2017, pourraient être considérés comme des restrictions du droit de négociation collective*".

38 However, the complainant organisations do not share the Government's view that these restrictions can be justified under Article G§1 ESC and thereby refer to section 4.2 of the Complaint on Requirements for justification according to Article G§1 ESC where the complainant organisations extensively elaborated on their views to the contrary.[14]

39 In sum, the complainant organisations are still of the strong opinion that the 1996 Wage Law and in particular the amendment in 2017 consist of a measure which is not necessary in a democratic society and which is not proportionate.

40 Firstly, the complainant organisations remain of the view that the legitimate objectives pursued by the Government could perfectly well be pursued by the social partners themselves if the right to collective bargaining were fully restored and respected. Both trade unions and employers' organizations have an interest in stimulating decent jobs while preserving the competitiveness of enterprises. These sometimes contradictory objectives must be able to be the subject of free and voluntary negotiations between the social partners, without the authorities unilaterally and predominantly favouring one objective (i.e. the competitiveness of enterprises) to the detriment of the other (i.e. the "preserving" jobs and the improvement of working conditions in particular remunerations). It should be up to the social partners to find the right balance between those objectives.

[13] See more in particular paras. 42 - 55 on pp. 10 - 12 of the Complaint.
[14] See paras. 133 - 168 on pages 40-43 of the Complaint.

41 Secondly, and when it comes to the proportionality of the measure, the complainant organisations would like to recall that although the wage norm only applies for each consecutive two-year period, the wage restraint mechanism of the 1996 Wage Law applies on a recurring basis and for an indefinite period. Concerning the temporary nature or otherwise of the restrictions on free and voluntary bargaining of the maximum for wage cost increases, also the ILO CFA stated that:

> "*while the wage standard adopted every two years is not, by definition, permanent,* ***the mechanism which allows for the setting of the standard****, and which is the subject of the present complaint,* ***is, however, continuous in time insofar as, in accordance with the legislation in force, it governs for an indefinite period of time the successive exercises for setting the maximum margin of wage cost increases*****".**[15]

On this aspect alone already, it appears that the measure is disproportionate.

42 Moreover, the criteria for calculating the maximum wage norm have been established in such a way that the objective of maintaining competitiveness is given priority over that of giving all workers and citizens the opportunity to flourish and acquire a dignified remuneration/income. For example, reductions in social security contributions granted to companies are not taken into account in the calculation of the wage standard.

43 Thirdly, as to the Government's assertion in para.9 of page 21 of its Observations that the enactment of the 1996 Wage Law was preceded by consultations, it should be recalled that the principles laid down in this regard imply that such consultations must be conducted in such a way that the parties can engage on an equal footing in collective bargaining. This is clearly no longer the case under the new regime of the 1996 Wage Law as amended in 2017. In addition, in response to the Government's assertion in para. 9 on page 21 of its Observations that "*la Belgique tient à souligner que les partenaires socaux ont été consultés lors de la modification de la loi du 26 juillet 1996 survenue en 2017*", the complainant organisations would like to refer to paras 44 to 48 of their complaint which demonstrate that the consultations prior to the amendment of the 1996 Wage Law in 2017 cannot be considered as meaningful consultations, were not conducted in a serious manner and did not place the parties on an equal footing.

44 Fourthly, in the first paragraph of page 22 of its Observations, the Government claims that interference with the right to collective bargaining is only marginal and also claims in para. 2 of page 22 to be able to demonstrate this by the fact that social partners reached an agreement during the latest interprofessional negotiations on the increase in the guaranteed average monthly minimum income, the end-of-career arrangements and overtime.

45 With regard to the increase in the monthly minimum income, it is important to emphasize that, on the basis of the limited wage norm calculated in accordance with the 1996 Wage Law, the employers refused such an increase unless the increase in wage costs was compensated for the companies impacted. This increase could thus only be achieved by granting total compensation to companies. This therefore implied that the Government had to agree to release an additional budget to finance the compensation to companies. Such compensation had to be introduced through a fiscal mechanism that required the adoption of regulatory measures. All this also illustrates that the results of collective bargaining in wage matters tend no longer to be borne by the employers but must now be borne by the collectivity of all workers and citizens which are thus in a way financing their own marginal increase of the monthly minimum income.

[15] See CFA, note 11, p. 48, para. 147.

46 Fifthly, the Government also states in paragraph 3 of page 22 of its Observations that if one looks at the number of collective agreements concluded at sectoral level, there has been no decrease in this area since 2017. While the complainant organisations do not dispute this observation, they recall that neither the number of collective agreements concluded, nor the rate of coverage by collective bargaining (see the figure provided by the Government on page 23 of its Observations), are relevant indicators for assessing the autonomy left to the social partners to define the subjects and the purpose of the collective negotiations conducted, which are essential corollaries to the right to collective bargaining.

47 The restrictions on the autonomy of social partners is the core problem of the 1996 Wage Law which, on the one hand, legally limits the scope of wage negotiations and, on the other hand, has the consequence that the Government alone decides on the additional wage elements which can be negotiated beyond the maximum wage norm, as well as most of their modalities, leaving thus the social partners with a very/too limited scope for collective bargaining. The introduction of the corona bonus, the energy bonus and the purchasing power bonuses demonstrate the incoherence of the 1996 Wage Law as amended in 2017 (see also on this paras. 12-17 above). If the indicator of the number of collective agreements concluded had been relevant – quod non – the introduction of such temporary bonusses to be negotiated through collective agreements, as well as the higher degree of decentralization on different topics subject to collective bargaining, can also explain the maintenance or increase of the number of collective agreements, as these additional salary elements required the conclusion of sectoral collective agreements. It is also important to note that the trade unions cannot afford not to negotiate the maximum that can be negotiated in terms of purchasing power for workers. Engaging in such negotiations does however not imply that they agree with the restrictive framework imposed on them for these negotiations by the 1996 Wage Law.

48 As the trade unions indicated in their part of the Opinion No. 2349 issued by the National Labour Council[16] on the draft law and royal decree on the introduction of a purchasing power bonus, "*the succession of bonuses shows that wage setting in Belgium has structural deficiencies. The workers are completely dependent on the goodwill of the government for a wage increase. This goes against the fundamental freedom of negotiation of the social partners*." In this opinion, they recalled the decision of the ILO CFA, which states that "*it is for the parties to determine the issues to be negotiated and* [...] *the determination of the criteria to be taken into account by the parties to set wages (increase in the cost of living, productivity, etc.) is a matter for negotiation between them*".[17]

49 Sixthly, the complainant organisations disagree with the Government's assertion made on page 24 of its Observations that "*il n'est pas possible d'utiliser d'autres mesures moins intrusives pour atteindre le même objectif*". They would like to point out that the application of an indicative wage norm, as was the case before the reform in 2017, would make it possible to pursue the same objective in a less intrusive way.

50 Seventhly, the complainant organisations do in particular strongly disagree and reject the Government's assertion on paragraph 3 of page 25 of its Observations that, "*since the positions of the trade unions and the employers' organisations are opposed, the legislator cannot unilaterally revise the Act of 26 July 1996*". According to the Government, "*negotiations with the social partners should therefore be continued in order to find a solution to the problem*". The complainant organisations would like to recall that the context was no different in 2016: trade unions and employers' organizations were

[16] Conseil National du Travail, Avis N° 2.349, Prime pouvoir d'achat – Projets de loi et d'arrêté royal - Séance du mardi 24 janvier 2023, p. 2.
[17] See CFA, note 11, p. 47, para. 147.

in deep disagreement with the changes to the 1996 Wage Law envisaged by the Government. This did not prevent the Government from unilaterally amending the 1996 Wage Law in 2017. They cannot see and understand how it was possible for the Government to unilaterally amend the 1996 Wage Law in 2017, thereby introducing serious restrictions to the right to collective bargaining, but that it on the other hand would not be possible anymore for the Government to unilaterally amend the 1996 Wage Law in order to ensure that it fully respects and promotes the right to collective bargaining as established in the ESC and other international and European human rights instruments.

51 In this context, it would be inappropriate to require trade unions to conduct negotiations before the 1996 Wage Law is brought into full conformity with the right to collective bargaining. Only then will the social partners be placed on an equal footing in order to be able to conduct negotiations on a revision of the 1996 Wage Law, should such negotiations be needed.

52 And last but not least, the Governments' assertion made in para. 4 of page 25 of its Observations that the social partners had no objection to the Act of 26 July 1996 is particularly surprising. While the employers' organizations are perfectly happy with the 1996 Wage Law as amended in 2017, trade unions have from the beginning expressed serious criticism of the amendment and have since multiplied their criticism on this amendment and the impact it has on collective bargaining in general and wage negotiations in particular. In Annex II, the complainant organisations therefor provide a non-exhaustive list of the declarations and actions taken by trade unions against the amendment of the 1996 Wage Law since 2017.

Conclusion

53 After analysing and assessing the Government's Observations, and taking into account all arguments provided above, the complainant organisations remain of the view that the ECSR should conclude that neither the 1996 Wage Law nor the 2017 amendments are in conformity with Articles 6§2 ESC.

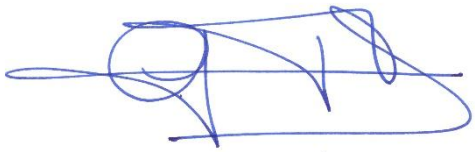
54 In particular because for the complainant organisations the Government fails to sufficiently demonstrate that the 1996 Wage Law (and the 2017 amendments) is prescribed by law, pursues legitimate aims and is necessary in a democratic society. Furthermore, it is considered that the Government fails to demonstrate that these measures fulfil the exceptional conditions under which international and European supervisory bodies would eventually accept such measures in times of (economic) crisis. For the arguments to the contrary, the complainant organisations, refer to paras. 144 - 168 of their collective complaint as well as the paras. 38-52 above in this response in particular.

Brussels, 17 January 2025

On behalf of the ETUC,

Esther Lynch, ETUC General Secretary

On behalf of the CGSLB/ACLVB,



Gert Truyens, President CGSLB

On behalf of the CSC/ACV,

Ann Vermorgen, President CSC

On behalf of FGTB/ABVV,

Thierry Bodson, President FGTB

ANNEXES

Annex I : Full text (in French) of Articles 5, 6, 7 and 10 of the 1996 Wage Law

Article 5

"§ 1er. Tous les deux ans, dans les années paires, le Conseil Central de l'Economie rédige un rapport avant le 15 décembre.

§ 2. La première partie du rapport est rédigée sous la responsabilité du secrétariat du Conseil Central de l'Economie et concerne les marges maximales disponibles pour l'évolution du coût salarial et le handicap des coûts salariaux.

Pour le calcul du handicap des coûts salariaux le secrétariat ne tient pas compte au moment du calcul de ce handicap des diminutions de cotisations de sécurité sociale du tax shift 2016-2020, en ce compris l'intégration du 1 % de non-versement du précompte professionnel dans les diminutions des cotisations sociales patronales, mais bien avec l'effet des diminutions des cotisations patronales suite au pacte de compétitivité de 2016, à l'exception des subsides salariaux pour le travail en équipe et le travail de nuit issus du pacte de compétitivité. Les diminutions de cotisations patronales du tax shift 2016-2020, en ce compris l'intégration du 1 % de non versement du précompte professionnel dans les diminutions des cotisations sociales patronales, à l'exception des diminutions des cotisations dans le cadre du pacte de compétitivité de 2016, seront utilisées pour contribuer à éliminer le handicap historique des coûts salariaux.

A chaque nouvelle décision de réduire les cotisations patronales après ou en sus du tax shift 2016-2020, au moins la moitié n'est pas prise en compte pour et au moment du calcul du handicap des coûts salariaux. Cette partie des diminutions est, par contre, utilisée pour contribuer à éliminer le handicap historique des coûts salariaux.

Pour le calcul de la marge maximale disponible visée à l'alinéa 1er, le secrétariat tient compte des prévisions pour l'évolution du coût salarial dans les Etats membres de référence au cours des deux années à venir. A la lumière des prévisions pour le développement du coût salarial dans les Etats membres de référence, les éléments suivants sont déduits par le secrétariat du Conseil Central de l'Economie du calcul de la marge maximale disponible :

- *les indexations prévues;*
- *un terme de correction;*
- *une marge de sécurité de 25 % de la marge restante après application des diminutions suite aux indexations et au terme de correction, avec un minimum de 0,5 % .*

Le terme de correction visé à l'alinéa 4 est déterminé de la façon suivante :

- *si l'erreur de prévision est plus grande que la marge de sécurité précédente et que le handicap des coûts salariaux est positif ou égal à zéro, le terme de correction est égal au handicap des coûts salariaux. Si l'erreur de prévision est plus grande que la marge de sécurité précédente et que le handicap des coûts salariaux est négatif, le terme de correction est égal à la moitié du handicap des coûts salariaux. L'autre moitié, en valeur absolue, contribue à éliminer le handicap historique des coûts salariaux. Cette dernière partie n'est donc plus prise en compte pour et au moment du calcul du handicap des coûts salariaux;*

- *si l'erreur de prévision est négative et que le handicap des coûts salariaux est positif ou égal à zéro, le terme de correction est égal au handicap des coûts salariaux diminué de la marge de sécurité précédente. Si l'erreur de prévision est négative et que le handicap des coûts salariaux est également négatif, le terme de correction est égal à la moitié du handicap des coûts salariaux qui n'est pas dû à la marge de sécurité précédente, diminué de la marge de sécurité précédente. L'autre moitié, en valeur absolue, du handicap des coûts salariaux qui n'est pas dû à la marge de sécurité précédente, contribue à éliminer le handicap historique des coûts salariaux. Cette dernière partie n'est donc plus prise en compte pour et au moment du calcul du handicap des coûts salariaux;*

- *si l'erreur de prévision est positive ou égale à zéro, mais inférieure ou égale à la marge de sécurité précédente et que le handicap des coûts salariaux est positif ou égal à zéro, le terme de correction est égal au handicap des coûts salariaux, diminué de la différence entre la marge de sécurité précédente et l'erreur de prévision. Si l'erreur de prévision est positive ou égale à zéro, mais inférieure ou égale à la marge de sécurité précédente et que le handicap des coûts salariaux est négatif, le terme de correction est égal à la moitié du handicap des coûts salariaux qui n'est pas dû à la marge de sécurité précédente, diminué de la différence entre la marge de sécurité précédente et l'erreur de prévision. L'autre moitié, en valeur absolue, du handicap des coûts salariaux qui n'est pas dû à la marge de sécurité précédente, contribue à éliminer le handicap historique des coûts salariaux. Cette dernière partie n'est donc plus prise en compte pour et au moment du calcul du handicap des coûts salariaux.*

Le résultat du calcul visé à l'alinéa 4 est arrondi à la deuxième décimale. Si la troisième décimale est 5, l'arrondissement se fait vers le haut.

L'erreur de prévision est positive lorsque les indexations prévues et/ou de l'évolution des coûts salariaux dans les Etats membres de référence ne sont pas égales à la réalisation et que cela contribue à augmenter le handicap des coûts salariaux. L'erreur de prévision est négative lorsque les indexations prévues et/ou de l'évolution des coûts salariaux dans les Etats membres de référence ne sont pas égales à la réalisation et que cela diminue le handicap des coûts salariaux.

Le mécanisme visé à l'alinéa 3 et les mécanismes qui attribuent la moitié du handicap négatif des coûts salariaux qui n'est pas dû à la marge de sécurité à l'élimination du handicap historique des coûts salariaux, visés à l'alinéa 5, s'appliquent jusqu'à ce que le total des contributions à l'élimination du handicap historique des coûts salariaux visé aux alinéas 2, 3 et 5 et à l'article 6, § 2, est égal au handicap historique des coûts salariaux, de façon à éliminer ce dernier. Quand l'élimination est complète, le handicap négatif qui n'est pas dû à la marge de sécurité est attribué à la marge maximale disponible.

Les indexations et les augmentations barémiques sont toujours garanties, et ce, quelle que soit la marge maximale disponible.

Si l'application des alinéas précédents a pour conséquence que la marge maximale disponible ne permet pas d'éliminer le handicap des coûts salariaux au cours d'une période de deux ans, étant donné les prévisions disponibles à ce moment, le gouvernement prend des mesures après que les partenaires sociaux ont rendu un avis au sein du Conseil Central de l'Economie, avis qui est rendu dans un délai de deux mois.

La marge maximale disponible est scindée par le secrétariat du Conseil Central de l'Economie, dans son rapport, en une partie disponible dans tous les cas et une partie qui correspond à la moitié du handicap négatif des coûts salariaux qui n'est pas dû à la marge de sécurité et qui n'est pas attribuée automatiquement à la contribution à l'élimination du handicap historique des coûts salariaux, telle que

visée à l'alinéa 5 et dont les partenaires sociaux décident s'ils l'utilisent éventuellement entièrement ou en partie pour contribuer à l'élimination du handicap historique des coûts salariaux. La partie que les partenaires sociaux considèrent comme contribuant à l'élimination du handicap salarial historique n'est plus prise en compte pour et au moment du calcul du handicap des coûts salariaux.

Le rapport visé à l'alinéa 1er comporte également une analyse de l'évolution de l'écart salarial entre hommes et femmes.

Le Conseil Central de l'Economie fait également un rapport, dans la partie du rapport visée à l'alinéa 1er, sur:

- *le handicap absolu des coûts salariaux;*
- *le handicap absolu des coûts salariaux, corrigé pour le niveau de productivité;*
- *le handicap des coûts salariaux, corrigé pour les diminutions de cotisations patronales et les subsides salariaux en Belgique et dans les Etats membres de référence depuis 1996.*

§ 3. La deuxième partie du rapport visé au paragraphe 1er comporte une analyse de la politique en matière de salaires et d'emploi des Etats membres de référence, ainsi que des facteurs de nature à expliquer une évolution divergente par rapport à la Belgique.

Un rapport est également rendu sur les aspects structurels de la compétitivité et de l'emploi, en particulier quant à la structure sectorielle des investissements nationaux et étrangers, aux dépenses en matière de recherche et développement, aux parts de marché, à l'orientation géographique des exportations, à la structure de l'économie, aux processus d'innovation, aux structures de financement de l'économie, aux facteurs de la productivité, aux structures de formation et d'éducation, aux modifications dans l'organisation et au développement des entreprises. Le cas échéant, des suggestions sont formulées en vue d'apporter des améliorations.

Le rapport comprend également une analyse du respect de la paix sociale et de l'influence de l'ancienneté sur les salaires, ainsi qu'une analyse de l'impact des niveaux de salaires sur le fonctionnement du marché du travail en général et, en particulier sur l'intégration des groupes à risques sur le marché du travail.

§ 4. Dans l'année durant laquelle le Conseil Central de l'Economie n'émet pas de rapport visé au paragraphe 1er, celui-ci publie, avant le 15 décembre, un rapport intermédiaire comprenant une actualisation de la première partie, à l'exception de la marge maximale disponible, et de la deuxième partie du rapport visé à l'article 5.

§ 5. Les rapports visés aux paragraphes 1er et 4 sont transmis sans délai à la Chambre des représentants et au gouvernement, ainsi qu'aux interlocuteurs sociaux.

[…] »

Article 6

« § 1er. Tous les deux ans, dans les années impaires, avant le 15 janvier, l'accord interprofessionnel des interlocuteurs sociaux fixe, sur la base du rapport visé à l'article 5, § 1er, entre autres, des mesures pour l'emploi ainsi que la marge maximale pour l'évolution du coût salarial des deux années de l'accord interprofessionnel. Cet accord fixe également des mesures dans le cadre de la lutte contre l'écart salarial entre hommes et femmes, en particulier en rendant les systèmes de classification de fonctions neutres sur le plan du genre. Une attention particulière est également consacrée au respect des

objectifs liés à la formation et à la mesure dans laquelle les secteurs ont effectivement augmenté leurs efforts.

La marge visée à l'alinéa 1er est ensuite fixée dans une convention collective du travail conclue au sein du Conseil National du Travail, rendue obligatoire par le Roi, conformément à la loi du 5 décembre 1968 sur les conventions collectives de travail et les commissions paritaires.

§ 2. La marge maximale pour l'évolution du coût salarial, visée au paragraphe premier, est au maximum la marge maximale disponible, telle que visée à l'article 5, § 2. Les partenaires sociaux peuvent intégralement ou partiellement destiner la moitié du handicap des coûts salariaux négatif qui n'est pas dû à la marge de sécurité et qui n'est pas automatiquement attribué à contribuer à l'élimination du handicap historique des coûts salariaux, visé à l'article 5, § 2, alinéa 5, à contribuer à l'élimination du handicap historique des coûts salariaux. Cette marge peut être exprimée soit par deux pourcentages annuels, soit par un pourcentage bisannuel.

§ 3. A défaut de consensus entre les interlocuteurs sociaux dans un délai de deux mois à compter de la date du rapport visé à l'article 5, § 1er, le gouvernement invite les interlocuteurs sociaux à une concertation et formule une proposition de médiation, sur la base des données contenues dans ledit rapport.

En cas d'accord entre le gouvernement et les partenaires sociaux, la marge maximale pour l'évolution des coûts salariaux est fixée dans une convention collective de travail conclue au sein du Conseil National du Travail, rendue obligatoire par le Roi, conformément à la loi du 5 décembre 1968 sur les conventions collectives de travail et les commissions paritaires.

§ 4. La marge maximale pour l'évolution des coûts salariaux s'élève au minimum à zéro pour permettre les indexations prévues. Les indexations et les augmentations barémiques sont toujours garanties.

Si l'application de l'alinéa 1er a pour conséquence que la marge maximale ne permet pas d'éliminer le handicap des coûts salariaux au cours d'une période de deux ans, étant donné les prévisions disponibles à ce moment, le gouvernement prend des mesures, tel que visé à l'article 5, § 2, alinéa 10, après que les partenaires sociaux ont rendu dans un délai de deux mois un avis au sein du Conseil Central de l'Economie. »

Article *7*

« § 1. A défaut d'accord entre le gouvernement et les interlocuteurs sociaux, dans le mois suivant la convocation des interlocuteurs sociaux à une concertation visée à l'article 6, § 3, le Roi fixe, par arrêté délibéré en Conseil des ministres, la marge maximale pour l'évolution des coûts salariaux, conformément à l'article 6, § 1er et § 2, soit par deux pourcentages annuels, soit par un pourcentage bisannuel.

L'alinéa 1er est aussi d'application si la marge maximale pour l'évolution des coûts salariaux, telle que convenue dans l'accord interprofessionnel ou après la proposition de médiation du gouvernement, ne respecte pas les dispositions de l'article 5, § 2, et 6, § § 1er et 2.

L'article 6, § 4, est d'application à l'arrêté visé aux alinéas 1er et 2.

§ 2. A défaut d'un accord interprofessionnel sur l'emploi, le Roi peut, par arrêté délibéré en Conseil des Ministres, pour la durée prévue de l'accord interprofessionnel, prendre des mesures supplémentaires en faveur de l'emploi, entre autres en ce qui concerne :

1° la redistribution du travail, en ce compris des possibilités de réduction du temps de travail, le travail à temps partiel, l'augmentation des chances d'emploi pour les jeunes et l'interruption de carrière;

2° une plus grande souplesse dans l'organisation du marché de travail. »

Article 10

« Ne sont pas prises en compte pour le calcul de l'évolution du coût salarial :

1° les participations bénéficiaires, telles que définies par la loi;

2° les augmentations de la masse salariale résultant de l'accroissement du nombre de personnes occupées en équivalents temps plein.

3° les paiements en espèces ou en actions ou parts aux travailleurs, en application de la loi du 22 mai 2001 relative à la participation des travailleurs au capital des sociétés et à l'établissement d'une prime bénéficiaire pour les travailleurs.

3° les cotisations versées dans le cadre des régimes de pension qui remplissent les conditions visées au Titre II, chapitre II, section II, de la loi du 28 avril 2003 relative aux pensions complémentaires et au régime fiscal de celles-ci et de certains avantages complémentaires en matière de sécurité sociale.

4° les primes uniques d'innovation visées à l'article 28 de la loi du 3 juillet 2005 portant des dispositions diverses relatives à la concertation sociale;

5° la prime corona visée à l'article 19quinquies de l'arrêté royal du 28 novembre 1969 pris en exécution de la loi du 27 juin 1969 révisant l'arrêté-loi du 28 décembre 1944 concernant la sécurité sociale des travailleurs et émis au plus tard le 31 décembre 2021;

6° le droit à l'absence rémunérée au travail visé à l'article 3 de la loi du 28 mars 2021 accordant un droit au petit chômage aux travailleurs afin de recevoir un vaccin contre le coronavirus COVID-19;

7° toutes les autres mesures exceptionnelles et temporaires contenant un élément d'augmentation du coût salarial, prises lors de la crise de la COVID-19 et ce avant le 12 avril 2021;

8° la prime pouvoir d'achat unique visée dans l'article 19quinquies, § 5, de l'arrêté royal du 28 novembre 1969 pris en exécution de la loi du 27 juin 1969 révisant l'arrêté-loi du 28 décembre 1944 concernant la sécurité sociale des travailleurs. »

Annex II : Non-exhaustive list of the declarations and actions taken by trade unions against the amendment of the 1996 Wage Law since 2017.

Below, and in accordance with para. 52 above, a non-exhaustive list of initiatives taken and criticisms made by trade unions with regard to the amendment of the 1996 Wage Law. The full texts of these documents will be provided to the ECSR in a separate (ZIP-)file together with this response.

- 22.01.2018 (180122) - Communiqué CSC-CGSLB-FGTB-La marge salariale liquidée à la suite du chipotage dans la nouvelle loi salariale
- 01.11.2019 (191101) - Demande directe de la commission d'experts OIT au gouvernement belge sur loi de 1996
- 01.11. 2020 (201101) - Demande directe de la commission d'experts au gouvernement belge sur loi de 1996
- 14.01.2021 (210114) - Communiqué de presse CSC-FGTB
- 29.03.2021 (210329) – Gazette salaire
- 06.05.2021 (210506) - Communiqué CSC
- 29.06.2021 (210629) - Avis divisé au CCE-CNT sur proposition de loi visant à modifier la loi de 1996
- 09.09.2021 (210909) - Tract norme salariale
- 19.11.2021 (211119) - Communiqué FGTB-CSC
- 05.12.2021 (211205) - Introduction d'une plainte au Comité de la liberté syndicale de l'OIT
- 09.12.2021 (211209) - Pétition soumise au Parlement fédéral
- 07.01.2022 (220107) - Affiche pétition loi salaires A4 PRINT FR
- 11.01.2022 (220111) - Brochure - Loi norme salariale de 1996
- 14.01.2022 (220114) - itw_lalibre_14.02.2021
- 09.02.2022 (220209) - Communiqué CSC
- 14.06.2022 (220614) - Communiqué CSC
- 28.06.2022 (220628) - Communiqué CSC-CGSLB-FGTB
- 15.07.2022 (220715) - Commentaires de CSC, CGSLB et FGTB_16e_RN_Belgique_2022 CEDS
- 03.11.2022 (221103) - Rapport audition parlementaire suite à la pétition
- 11.11.2022 (221111) - Communiqué CSC
- 15.11.2022 (221115) - Edito presse syndicale CSC
- 29.11.2022 (221129) - Communiqué CSC
- 09.12.2022 (221209) - Réaction de la CSC-CGSLB-FGTB à la proposition de médiation du gouvernement fédéral
- 16.12.2022 (221216) - Tract CSC-CGSLB-FGTB
- 24.01.2023 (230124) - avis divisé-2349
- 24.01.2023 (230124) - Communiqué CSC-CGSLB-FGTB
- 22.03.2023 (230322) - Communiqué CSC
- 01.11.2023 (231101) - Demande directe de la commission d'experts au gouvernement belge sur loi de 1996
- 23.12.2023 (231223) - cce-2023-2925-avis divisé sur la décision de l'OIT
- 21.02.2024 (240221) - Communiqué CSC