

2021

Global Employment Law Fact Sheet



The Law Firm Network
FAR - REACHING LEGAL SOLUTIONS

LAW FIRM

Ydès avocats

AUTHORS

Chrystelle Daub & Harold Berrier

CONTACT

c.daub@ydes.com / h.berrier@ydes.com

+33 (0)1 70 92 95 95

ADDRESS

12 Cours Albert 1er, Paris, 75008

WEB

www.ydes-avocats.com

Information valid as of 1 September 2021

A

EMPLOYMENT CONTRACT / ALTERNATIVES

- » Oral employment contract is valid in case of indefinite-term employment contract but not recommended. Written employment contract is compulsory in case of fixed-term employment contract.
- » A writing employment contract shall include:
 - type of contract (indefinite-term employment contract or fixed term employment contract);
 - place of work;
 - starting date;
 - probation period;
 - position, job description and status;
 - contractual duties;
 - collective bargaining agreement;
 - working time;
 - remuneration;
 - health care and retirement schemes;
 - and specific clause such as : non-competitive clause, confidentiality clause, exclusivity clause, mobility clause, intellectual property clause, data protection clause.

B

PROBATION PERIOD

- » Its duration varies according to the type of employment contract: indefinite-term, fixed-term or temporary. Its duration also varies according to the employee's professional category and the provisions of the applicable collective bargaining agreement.
- » It can be renewed or terminated early, subject to conditions.
- » Legal provision :
 - Worker and Employee : 2 months;
 - Supervisory : 3 months;
 - Manager/Executive : 4 months.
- » Notice to be given or paid if it cannot be given during the trial period.

C**FIXED-TERM EMPLOYMENT**

- » Different types of fixed-term employment contract exist depending on their purpose and subject to strict conditions.
- » Up to 18 months including 2 renewals.

Possible termination of the contract before the expiration date only in case of:

- » Serious misconduct or force majeure;
- » Agreement of the parties;
- » The employee is engaged in a company with a indefinite-term contract;
- » Physical incapacity of the employee.

D**WORKING TIME / SCHEDULING**

- » Legal working time : 35 hours per week.
- » Compulsory monitoring of working time.
- » Subject to the provisions of the applicable collective agreement, French law provides as follows:
- » Break time: As soon as the daily working time reaches 6 hours, the employee must be given a break of at least 20 consecutive minutes ;
 - » Maximum daily working time: 10 hours per day;
 - » Maximum weekly working time: 48 hours in a single week or 44 hours per week on average over a period of 12 consecutive weeks;
 - » Daily rest: at least 11 consecutive hours;
 - » Weekly rest: at least 24 consecutive hours, in addition to the daily rest requirement of 11 consecutive hours, that is to say a minimum of 35 consecutive hours;
 - » Overtime:
 - » Weekly calculation;
 - » Annual limit of 220 hours per year and per salary;
- » Various forms of flexible scheduling for working time available.

E**MINIMUM SALARY**

- » Minimum gross monthly salary : 1554,58 € / Minimum gross hourly salary : 10,03 €.
- » Higher minimum salary may be provided by the applicable collective bargaining agreement.

F**SALARY SURCHARGES**

- » Overtime:
 - » From the 36th to 43rd overtime hours: increased rate of 125%;
 - » As from 43rd overtime hours: increased rate of 150%;
 - » May be compensated in full or in part by rest, subject to conditions.

- » Night work: work performed between 9:00 pm and 6:00 am, subject to provisions of the applicable collective bargaining agreement. The conditions for the application of night worker status are assessed within the framework of the employee's usual working hours. An employee is considered a night worker if he/she performs at least twice a week, according to his usual working hours, at least 3 hours of night work or 270 hours of night work over a reference period of 12 continuous months.
- » Compensation in the form of compensatory rest is mandatory. An increase in salary may be added to the compensatory rest.
- » Sunday work: depends on applicable collective bargaining agreement.

G

STATUTORY LEVIES

- » CSG/CRDS: 9.7%
- » Social contributions:
 - » Employer's share of social contributions: about 45%
 - » Employee's share of social contributions: about 25%

H

PAYMENTS DURING ILLNESS

- » Subject to the provisions of the applicable collective agreement, French law provides as follows:
 - » Employer shall maintain wage if the employee:
 - » has at least 1 year of length of service in the Company;
 - » has sent the medical certificate to the employer within 48 hours;
 - » is entitled to the daily allowance paid by the Social Security;
 - » is treated in France or in one of the Member States of the European Economic Area;
 - » is not a homemaker, a seasonal or temporary worker;
 - » Waiting period of 7 days (no waiting period in case of occupational disease or accident at work), unless otherwise provided for by collective bargaining agreement, branch, company or establishment agreement applicable under labour law.
 - » Duration of payment varies according to the employee's length of service within the Company and previous sick leave.

I

ANNUAL LEAVE

- » Annual minimum of 25 weekdays (jours ouvrés) of paid holidays (= 30 business days [jours ouvrables]), bank holidays excluded.
- » Paid holidays are accrued between June 1st of the previous year and May 31st of the current year, unless planned otherwise.
- » Dates of paid holidays must be communicated to each employee, by any means, at least 1 month in advance, unless planned otherwise.

J

MATERNITY/PARENTAL PROTECTION

» Maternity leave is compulsory – at least 8 weeks including 6 weeks after birth.

» Unless planned otherwise, minimum duration of maternity leave is:

• 6 weeks before birth;

• 10 weeks after birth.

Duration of the maternity leave increases depending on the number of children the employee already has to support before the birth of the child.

» Paternity leave must be taken within 6 months of the child's birth. The duration of the leave is 25 calendar days (including 4 calendar days that must be taken directly after the birth).

» Protection against dismissal (dismissal is void) :

• Absolute protection: during the entire maternity leave ;

• Partial protection (for the female employee): As soon as the employer is aware of an employee's pregnancy and during the 10 weeks following the end of the maternity leave or the period of paid holidays taken directly after the end of the maternity leave, unless gross misconduct or impossibility of continuing the contract for a reason unrelated to the pregnancy or childbirth;

• Partial protection (for the male employee): during the 10 weeks following the childbirth, unless gross misconduct or impossibility of continuing the contract for a reason unrelated to the pregnancy or childbirth.

K

NON-COMPETE COVENANT

» The non-competition clause mentioned in the employment contract applies :

» in time (its duration must not be excessive – usually 12 months);

» in space (a geographical area must be provided for);

• to an activity specifically targeted (in relation with the Company's business);

• if a financial compensation is provided for (amount to be adjust on a case by case basis depending on the employee's training, skills and experiences).

» Possibility for the employer to waive the non-compete covenant may be added in the employment contract.

» The employee's failure to comply with the non-compete covenant leads to a cancellation of the payment of the financial compensation and the judge may order payment of damages, even in the absence of penalty provision.

» If the employer does not pay the financial compensation to the employee, the latter is no longer bound by the non-compete covenant and may also claim payment of damages before the judge. However, the employer is still bound to pay the financial compensation for the period during which the employee complied with the non-compete covenant.

» Specific provisions may be added in the collective bargaining agreement regarding this matter.

L

EMPLOYMENT TERMINATION

» **Amicable termination (individual or collective)** allows the employer and the employee to agree by mutual consent on the terms of the termination of the indefinite-term employment contract between them. A legal procedure sets out the steps to be taken. An amicable termination agreement must be entered into and validated by the Labour Authority. Payment of an amicable termination indemnity and compensation in lieu of paid holidays accrued but not taken to be paid are due. Absence of notice period but payment of salary during the time of the procedure (about 1.5-month process).

» Dismissal:

- » For economic grounds;
- » For personal grounds:
 - » Dismissal for misconduct (gross or not);
 - » Dismissal for genuine cause such as poor performance, physical incapacity of the employee, repeated or prolonged absence leading to the need for replacement.
- » Notice period according to the Labour Code or to the collective bargaining agreement (usually for 1 – 2 months for employees, 1 – 3 months for supervisors and 3 months for executives);
- » Compensation in lieu of paid holidays accrued but not taken to be paid;
- » Severance indemnity according to collective bargaining agreement or Labour Code (except in case of gross misconduct);
- » Mandatory compliance with the procedure related to the type of contemplated dismissal;
- » Mandatory dismissal letter including detailed grounds of dismissal.

» **Resignation:** termination at the employee's initiative subject to the notice period provided for in the applicable collective bargaining agreement.

M

EMPLOYMENT OF FOREIGNERS

- » EU citizens: entitled to work in France.
- » Non-UE citizens: work visa required.

N

OTHER EMPLOYER'S DUTIES

- » Not to discriminate in the workplace on grounds of gender, pregnancy, physical appearance, health status, disability, spoken language, place of residence, name, philosophical and political views, sexual orientation, origin, religion, age or trade unionism.
- » To protect the health, safety, and welfare of their employees.

O

EMPLOYEES' REPRESENTATION

Work council (Comité social et économique) must be implemented if there are at least 11 employees for 12 consecutive months.