

## France Knowledgebase

### Hiring blueprint

#### Core employment practices

Employment and labour laws in France form a comprehensive regulatory framework designed to protect the rights and welfare of workers. These regulations stem from multiple legal sources, including the Constitution, international agreements, the Labour Code, collective agreements, and employment rules. Below is an overview of the key provisions. Freedom of contracting

In French labour law, contractual freedom allows parties to negotiate the terms of employment, but it is restricted by public order provisions, such as minimum wage, working hours, and the protection of fundamental employee rights. Collective agreements establish minimum standards, and individual contracts may only deviate from them if they offer better conditions for the employee.

#### Priority of employment rights

When it comes to conflicting employment rights, precedence is given to the most favorable right for the worker. Whether established in an employment contract, Employment Rules, agreement between the worker's council and the employer, collective agreement, or law, the provision that offers the greatest benefit to the worker takes precedence, unless specifically overridden by the French Labour Code or another legal statute.

#### Employment contracts

Written contracts: most of the employment relationships in France must be formalized through written contracts, except for the indefinite-term contract.

Types of contracts: contracts can be for an indefinite or a fixed-term period. Fixed-term contracts are generally limited to a maximum duration of three years, after which they must either be converted to permanent contracts or terminated.

Probationary period: a probationary period can be included in the employment contract, typically lasting up to eight months if renewed.

#### Working hours

Standard Workweek: The standard workweek in France is 35 hours, usually spread over five days.

Overtime: Overtime work is permissible but is limited to a maximum of 220 hours annually, unless a collective agreement specifies a different limit. Overtime must be compensated at a higher rate as stipulated by law or collective agreements.

Rest periods: Employees are entitled to a minimum daily rest period of 11 consecutive hours and a weekly rest period of at least 24 consecutive hours. Additionally, a break of at least 30 minutes is required during a workday of more than six hours.

## Leave entitlements

**Annual leave:** Employees are entitled to a minimum of 2.5 working days of paid leave per month, with additional days possible based on collective agreements or individual contracts.

**Sick leave:** Paid sick leave is provided, with compensation depending on the duration and cause of the illness or injury. After a three-day waiting period, compensation is paid by the Primary Health Insurance Fund.

**Maternity and parental leave:** Maternity leave duration ranges from 16 to 46 weeks, depending on the number of children expected or already born, with 70 days before the expected birth and 70 days after. It may be extended up to one year. Fathers are entitled to 25 to 32 days of paternity leave.

**Other leave:** Employees are also entitled to leave for personal reasons, such as marriage, the birth of a child, or the death of a close family member.

## Termination of employment

**Notice periods:** Notice periods for termination of employment vary based on the length of service and the reason for termination, from none to two months. While the law outlines general principles regarding notice periods, they are primarily determined by sector-specific agreements.

**Severance pay:** Employees with at least eight months of service who are dismissed due to economic, organisational, or technological reasons are entitled to severance pay. Conversely, an employee may sometimes be required to compensate their employer for any damage incurred at the time of their departure, particularly for failing to respect their notice period.

**Grounds for termination:** Valid grounds for dismissal include personal and economic reasons.

Dismissals must be justified and documented, following a prescribed procedure to ensure fairness.

## Health and safety

**Workplace safety:** Employers are responsible for providing a safe and healthy work environment. This includes conducting regular risk assessments and implementing necessary safety measures.

**Training and equipment:** Regular health and safety training and appropriate safety equipment must be provided to all employees, particularly those in hazardous occupations.

**Regulations for specific sectors:** Specific regulations exist for high-risk sectors such as construction, manufacturing, and healthcare to address particular hazards.

## Discrimination and equal treatment

**Anti-discrimination laws:** Discrimination based on race, gender, age, religion, disability, sexual orientation, and other protected characteristics is strictly prohibited.

**Equal pay:** The principle of equal pay for equal work is mandated by law, ensuring that employees receive fair compensation regardless of gender or other characteristics.

## Collective bargaining

In French labour law, collective bargaining enables employee representatives and employers to agree on working conditions, wages, and other employment-related matters. These negotiations can

occur at the company, industry, or interprofessional level. Collective agreements take precedence over individual terms, except when the latter are more favorable to the employee. The law ensures these negotiations are conducted fairly and without discrimination. Additionally, the establishment of a Social and Economic Committee (CSE) is required in companies with 11 or more employees for 12 consecutive months.

## Employment of foreigners

Employing foreign nationals in France requires compliance with both labour and immigration laws. The specific requirements, procedures, and types of authorization depend on the nature of the work and the worker's nationality, with tailored protocols for each case. Generally, foreign nationals must secure a work permit to work legally in France. However, EU nationals are exempt from this requirement, though they must still meet certain residence registration obligations. Work authorization may be issued as a visa or a residence permit, and either the employer or the employee can apply for it. Employing a foreign national without the appropriate authorization can lead to significant penalties for the employer.

## Minimum wage

The minimum wage in France is set annually by the government in cooperation with social partners. The minimum wage is legally binding for all employers and employees, ensuring a basic income level. In 2024, the gross minimum wage is €11,88 per hour applicable across all sectors. Employers are prohibited from paying less than the minimum wage, even in cases of part-time work or probation periods. Any agreements to pay below the minimum wage are invalid. These regulations guarantee that all workers in France receive a fair minimum income.

## Pay increases

Pay increases is not a general legal requirement and typically arises from either individual or collective bargaining. However, certain pay raises may occur automatically if they are tied to provisions in a collective bargaining agreement, such as seniority-based increases, periodic adjustments to statutory or agreed minimum wages, or specific clauses outlined in the employment contract. Additionally, a pay raise may be linked to an internal promotion or performance evaluation, in accordance with the criteria established by the company. Employers are also obligated to uphold the principle of equal treatment for all employees.

## Reduction of wages

In France, any wage reduction requires the employee's explicit consent and must be formalized in a written agreement. Employers are not permitted to unilaterally reduce wages, even temporarily, during periods of economic difficulty. Variable salary components, such as performance-based bonuses, may fluctuate without being considered a modification of the employment contract, provided that the variation adheres to objective criteria outlined in the contract or a collective bargaining agreement. Furthermore, wage deductions can be applied as a disciplinary measure for unjustified absences or other misconduct, but only if they comply with the company's internal regulations and applicable

legal provisions. However, such deductions must not reduce the employee's salary below the legal minimum wage (SMIC).

## Social security and benefits

In France, the social security system offers comprehensive coverage and benefits for employees, including healthcare, pensions, family allowances, work-related accidents and diseases, and unemployment support. Employers are required to contribute to social security schemes through payroll taxes, which constitute a significant portion of labour costs. They must also provide complementary health insurance (*mutuelle d'entreprise*) for their employees.

Additionally, employees are entitled to various benefits, such as maternity, paternity, parental, and paid leave. Further leave may be granted under collective agreements.

Social security is funded by contributions from both employers and employees, deducted from gross salaries. Employees contribute approximately 22% of their gross salary, while employers contribute around 45%.

## Labour laws

### Legal framework

Labour law in France is primarily governed by the Labour Code, which regulates the relationship between employers and employees. This legal framework is supplemented by sector-specific collective agreements and company agreements. The French Constitutional Council affirms the principle of freedom of contract, enabling employers, employees, workers' councils, trade unions, and employers' associations to negotiate working conditions that exceed statutory requirements.

French labour law is highly protective of employees and generally prohibits collective agreements from establishing conditions less favorable than those mandated by the Labour Code, unless expressly permitted by law.

In cases where employment rights vary across contracts, internal rules, collective agreements, or legislation, the provision most favorable to the employee applies, unless otherwise specified by the Labour Code or applicable legal framework.

Additionally, employers with more than fifty employees are required to establish and publish employment rules. These rules must address key topics such as codes of conduct and sanctions, health and safety measures, work organisation, and the right of withdrawal. French labour law is complemented and enhanced by collective bargaining agreements (CBAs) and company-specific agreements, which establish detailed, sector-specific regulations. These agreements address key aspects of employment, including working conditions, minimum wage levels, professional categories, probationary periods, and supplementary insurance and health coverage.

One such collective agreement, the Syntec CBA, is widely applicable within the IT and engineering services sector, setting industry-specific standards that go beyond the general provisions of the French Labour Code. It provides additional clarity and protections for both employers and employees in this field, ensuring compliance with industry norms.

Temporary employment arrangements, facilitated through a Temporary Employment Agency (TEA), are also governed by the French Labour Code. Under these regulations, the TEA acts as the legal employer, assigning workers to other companies for temporary assignments based on a clearly defined assigned employee contract. These provisions ensure that temporary workers are afforded the same statutory protections and benefits as permanent employees during their assignments.

## Employment contract

### Types of employment contract

In France, there is a wide range of employment contract types. However, the majority can be classified into two main categories: indefinite-term contracts and fixed-term contracts, with the first one being the predominant choice. The indefinite-term employment contract (contrat à durée indéterminée, CDI) serves as the standard and most prevalent form of employment relationship in France. It can be structured as either a full-time or part-time arrangement, similar to other types of employment contracts. By its nature, the CDI does not specify a fixed end date and may be terminated unilaterally by either the employer or the employee, as well as in cases of force majeure or by mutual agreement.

In contrast, the fixed-term employment contract (contrat à durée déterminée, CDD) is permitted only in exceptional circumstances explicitly defined by law. Such contracts must specify a clear duration, justified by an objective reason, typically related to a temporary need to perform specific tasks. A fixed-term contract may be renewed up to two times; however, a third renewal automatically and irrevocably converts the contract into an indefinite-term employment contract.

Moreover, the total duration of a fixed-term employment contract, including renewals, must not exceed three years for the same employee under any circumstances. Under French law, valid reasons for using a fixed-term contract include replacing an absent employee, managing a temporary surge in activity, fulfilling a specific project, or other situations particular to certain sectors. A fixed-term employment contract may be terminated before its scheduled end date under several conditions, such as mutual agreement between the parties, gross misconduct by either party, force majeure, the employee being declared unfit to work by an occupational doctor, or if the employee secures an indefinite-term contract.

Another employment option in France is the single integration contract, which provides financial aid to employers to facilitate the hiring of individuals facing difficulties finding employment. This contract aims to offer temporary professional integration and improve long-term job prospects.

Apprenticeship and professionalization contracts must also be in writing and clearly specify the terms of both training and employment. These contracts help employees gain a professional certification.

The fixed-term contract with a defined purpose (CDD à objet défini) is reserved for hiring engineers and managers, particularly in sectors like IT and technical design offices, as stipulated in collective agreements. It lasts between 18 and 36 months, with no possibility of renewal. The contract ends when the specific task it was created for is completed, with a minimum notice period of two months. Early termination is possible under specified conditions.

## Content of an employment contract

In France, employment contracts must include key information like job details and compensation, with extra conditions for fixed-term and defined-purpose contracts. Under French law, the content of an indefinite-term employment contract (contrat à durée indéterminée, or CDI) offers flexibility, but certain essential elements must typically be included in practice:

- Identity and address of the parties: Both employer and employee.
- Applicable collective agreement: Reference to the relevant labour agreement, if any.
- Position and professional qualifications: The employee's role and required qualifications.
- Work location: The primary workplace or geographic scope.
- Working hours: Standard and expected working hours.
- Compensation: Details of salary, bonuses, and other remuneration.
- Paid leave: Entitlement to annual and other types of leave.
- Start date: The commencement date of employment.
- Duration of the probationary period: If applicable.
- Notice period: For termination by either party.
- Special clauses: Such as non-competition or mobility clauses, if relevant.

When the contract is documented in writing, it must be drafted in French. For employees who are foreign nationals, a translation of the contract into their native language should be provided to ensure comprehension. In addition to the standard information required for indefinite-term contracts, fixed-term contracts must include:

- Name and qualifications of the employee replaced (if applicable)
- Contract's end date, and any renewal clause
- Name and address of the complementary pension fund and insurance organisation.

For fixed-term contracts with a defined purpose (CDD à objet défini), the following additional details must be provided:

- Mention "fixed-term contract with a defined purpose"
- Title and references of the collective agreement authorizing this contract
- Description of the project and its expected duration

- Definition of tasks for which the contract is established
- Event or outcome that determines the end of the contract
- Notice period for the contract's termination and, if applicable, a proposal for transition to an indefinite-term contract
- Clause allowing either party to terminate on the anniversary of the contract for a valid and serious reason.

## Oral, written, or electronic employment contracts

Under French law, the employer is not required to draft a written indefinite-term contract in any situations. However, it is strictly mandatory in certain other cases. Except for part-time contracts, an indefinite-term contract does not need to be in written form; however, if it is not documented, it will automatically and irrevocably convert into a full-time indefinite-term contract.

In theory, an indefinite-term contract can be oral if mutually agreed upon by the employer and the employee. Nevertheless, in practice, most contracts are drafted in written or electronic form to prevent disputes regarding the existence or content of the agreement.

All written contracts must be in French, and if the employee is a foreign national, a translation into their native language should also be provided.

When creating an employment contract electronically, the employer must follow the same requirements as for written contracts, particularly concerning the language used. Additionally, a reliable identification process for electronic signature must be ensured.

Except for part-time contracts, an indefinite-term contract does not need to be in written form; however, if it is not documented, it will automatically and irrevocably convert into a full-time indefinite-term contract. In contrast, a fixed-term contract must be documented to be validly concluded; failure to do so results in the contract being automatically and irrevocably converted into a full-time indefinite-term contract.

Once drafted, the contract must be signed by the employee, and the employer is obligated to provide a copy of the contract to the employee within two days. Fixed-term contracts with a defined purpose (CDD à objet défini) adhere to the same requirements as standard fixed-term contracts, ensuring that all necessary elements are included for legality and clarity.

## Key requirements

### Working hours

In France, the standard full-time workweek is 35 hours, but flexibility is possible through collective or company-specific agreements. Part-time work involves fewer hours and is also adjustable under such agreements. The French Labour Code sets a full-time workweek at a maximum of 35 hours, running from Monday at 00:00 to Sunday at 24:00.

However, a sector-specific collective agreement or an establishment/company agreement may establish a different work duration, which may be more or less than the legal standard and will apply to the employees.

Working hours can be distributed evenly or unevenly across days, weeks, or months. The schedule must be set by law, a collective agreement, or an internal company agreement, employment contract, or written decision from the employer.

The daily working hours cannot exceed 10 hours, although this can be extended to 12 hours in exceptional cases, such as approval from labour authorities, urgent business needs, or as specified in certain collective agreements.

#### Regular working hours

Regular working hours in France are subject to the following limits under labour law:

- 48 hours in a single week.
- An average of 44 hours per week over 12 consecutive weeks.
- In exceptional circumstances, employees may work up to 60 hours per week, but only with prior approval from the labour inspection authorities.

#### Overtime work and compensation

Any hours worked beyond those specified in the employment contract are classified as overtime. Overtime is compensated with:

- A 25% premium for the first eight overtime hours.
- A 50% premium for any additional overtime hours.
- Collective or company agreements may establish lower overtime rates, but they cannot reduce the premium below 10%.

In addition to monetary compensation, employees are entitled to additional rest time for overtime work. Overtime is calculated on a weekly basis, with employer approval typically required. However, implicit approval may suffice under certain circumstances.



Without a collective agreement, employees are restricted to a maximum of 220 overtime hours annually.

## Exceptions for executives

Executives with significant responsibilities and autonomy are exempt from the standard limits on working hours and overtime regulations.

## Breaks and night work

Employees working at least six hours per day are entitled to a paid 20-minute break, which is included in the daily working time. In France, a typical workday lasts seven hours. Employees working at least six hours a day are entitled to a 20-minute paid break, which counts as part of their working time.

Workers are also guaranteed a minimum daily rest period of 11 continuous hours within each 24-hour period, though this can be adjusted under a sector-specific agreement, labour inspection approval, or in emergency situations. For minors, this rest period extends to 12 to 14 hours daily.

Employees may not work more than six days a week and are entitled to a weekly rest period of at least 24 continuous hours, typically on Sunday, which is added to their daily rest.

Night work, usually between 9:00 p.m. and 7:00 a.m., can vary if defined differently by a law or agreement. An employee is considered a night worker if they work at least three hours at night for two days per week or at least 270 hours at night over 12 consecutive months.

The law, also, prescribes an exceptional right to have paid leave (up to seven working days) with compensation when important personal needs arise, especially in regard to marriage, wife giving birth to a child, serious illness or death of close family member.

At the worker's request, employer may grant unpaid leave, during which time all rights and obligations arising from or in connection with the employment are temporarily suspended.

Night workers must not work longer than eight hours in a 24-hour period during the night.

Night work is performed between 22:00 and 6:00. In agriculture, it is considered to be the period between 22:00 and 5:00. However, the night work period can be defined differently by another law, regulation, collective agreement, or agreement between the employer and workers' council.

For minors who work in the industry, night work is considered to be between 19:00 and 7:00. For minors who work outside of the industry, it is between 20:00 and 6:00.

## Annual leave

Each year, every employee is entitled to paid leave, covered by the employer. For each month of actual work, the employee accrues 2.5 working days of leave, based on a five-day workweek. When the total number of accrued leave days includes a fraction, it is rounded up to the next full day. Employees can take their paid leave on any working day, provided they secure prior approval from their employer. Leave is accessible from the very beginning of employment.

The maximum duration for taking leave in a single instance is 24 working days, except in cases of specific family or geographical circumstances that may warrant an exception.

If an employee opts to take annual leave in parts, they must take at least 12 consecutive days during the period from May 1 to October 31, unless otherwise specified in a collective or company agreement, or if an alternative arrangement is made with the employer.

Employers are not permitted to deduct authorized absences such as sick leave or maternity, paternity, or adoption leave from the employee's annual leave entitlement.

The collective agreement, along with any agreements made between the works council and the employer, as well as labour regulations or employment contracts, may stipulate a duration of annual vacation longer than the statutory minimum.

The primary purpose of paid leave is to allow employees to rest, which means employers risk penalties if they refuse any employee's request for paid leave. Conversely, employees cannot refuse to take their paid leave in exchange for additional income.

If an employee falls ill during their leave, they may request to postpone the days of leave covered by the sick leave.

Periods when the employment contract is suspended due to a non-occupational accident or illness count as effective working time for calculating the duration of leave.

Under certain conditions set by the Labour Code, employees can donate leave days to coworkers caring for a seriously ill or disabled child, or for those whose child under 25 has passed away.

Spouses and partners in a civil union (PACS) working for the same company are entitled to take leave simultaneously.

Upon termination of the employment contract, employers are required to compensate workers for any unused annual leave. This compensation is calculated based on the number of unused leave days. Any agreement waiving the right to annual leave in favor of compensation instead is considered void.

## Public holidays

Under French law, employees are entitled to 11 paid national holidays per year. In France, national holidays (jours fériés) are designated as public holidays, and many are observed as non-working days, depending on collective agreements and regional practices.

The Official Public Holidays in France 2025:

- Wednesday, 1 January – New Year's Day (Jour de l'An)
- Monday, 21 April – Easter Monday (Lundi de Pâques)
- Thursday, 1 May – Labour Day (Fête du Travail)
- Thursday, 8 May – Victory in Europe Day (Victoire 1945)
- Thursday, 29 May – Ascension Day (Ascension)
- Monday, 9 June – Whit Monday (Lundi de Pentecôte)
- Monday, 14 July – Bastille Day (Fête nationale)
- Friday, 15 August – Assumption Day (Assomption)
- Saturday, 1 November – All Saints' Day (Toussaint)
- Tuesday, 11 November – Armistice Day (Armistice 1918)
- Thursday, 25 December – Christmas Day (Noël)

Please note that in the Alsace-Moselle region, additional holidays are observed:

- Friday, 18 April – Good Friday (Vendredi Saint)
- Friday, 26 December – St. Stephen's Day (Deuxième jour de Noël)

These dates are based on official information provided by the French government's public service portal.

### Regional variations and additional observances

In the Alsace-Moselle region, two additional public holidays are observed: Good Friday (Vendredi Saint) and St. Stephen's Day (Saint-Étienne) on December 26.

While these holidays are officially recognized, whether they are non-working days depends on sector-specific collective agreements and the policies of individual employers.

In France, there are no additional optional public holidays beyond those officially designated.

If an employee is required to work on a national holiday or an official non-working day, as defined by French labour laws, their annual leave entitlement may be increased depending on sectoral or company-specific agreements.

### Labour Day provisions

Legally, Labour Day (May 1) is the only public holiday classified as "chômé," which requires double pay for employees who work on this day. However, sector-specific or company agreements may extend similar double-pay provisions to other public holidays.

### Public holidays and compensation

# Native Teams

Employees are not required to make up hours for public holidays that fall on their regular workdays and are not worked. If a public holiday falls on a day not ordinarily worked (e.g., a Sunday), employees are not entitled to additional compensation or leave.

## The "Journée de Solidarité"

The journée de solidarité is an additional workday introduced to support initiatives benefiting the autonomy of elderly or disabled individuals. This obligation typically takes the form of one unpaid additional workday per year. The specific arrangement for this day, such as working on a previously non-working holiday or extending weekly working hours, is determined by company policy or collective agreement.

## Salary

Under French law, the employment contract requires dispositions about every component of the compensation of the employee, including salary, paid leave allowances, compensations, bonuses, gratuities, commissions and in-kind benefits. The salary is freely determined by the parties during negotiations and cannot be modified without the employee's consent. If the employee declines a salary reduction, this refusal does not constitute a fault on their part.

Each year, a decree sets the minimum gross salary (SMIC) for full-time work, which an employer must pay for hours worked (€11,88 per hour as of 2025). If the minimum wage specified in a collective agreement is lower than the SMIC, the employer must provide a salary supplement to reach the SMIC level. Conversely, if the collective agreement's minimum wage exceeds the SMIC, the employer pays the higher rate stipulated in the agreement. Employers are prohibited from paying less than the minimum wage, even in cases of part-time work or probation periods. Any agreements to pay below the minimum wage are invalid. These regulations guarantee that all workers in France receive a fair minimum income.

Salaries must be equal for men and women performing similar work.

Employees are required to pay income tax and salary contributions, which the employer calculates, withholds, and submits on their behalf.

Although there is no legally mandated salary payment date, employers must pay salaries consistently at the same time each month.

Every employee must receive a payslip upon salary payment. Failure to provide one can result in fines for the employer. Payslips must include:

- Employer and employee details: Employer's name, address, APE/NAF code, Siret number, and employee's name, position, classification, working hours, salary package, and any additional pay elements.

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Salary and contributions: Gross salary, basis for social contributions, contribution rates, other payments/deductions, net amount received, leave dates, and paid leave indemnities.

Social contributions: Health, retirement, and other contributions, exemptions, employer contributions, and adjustments related to unemployment and health contributions.

Net payable and taxable amounts: Net pay before income tax and the taxable net amount.

Social net amount: Net income after all mandatory social deductions.

Income tax: Taxable base, annual cumulative, income tax withheld, and exempted overtime.

Retention and contesting rights: Unlimited retention, the right to contest within three years, and information on the public service portal.

During employment, the employer must pay social contributions on behalf of the employee.

The employee may request an advance on salary in the second half of the month, not exceeding half of the monthly wage.

Unless specified otherwise by sector-specific rules, employees are entitled to increased pay for difficult working conditions, overtime, night shifts, Sundays, public holidays, or other legally designated days off.

Bonuses and rewards are additional to the base salary. They are mandatory if stipulated in the employment contract, a collective agreement, an established custom, or a unilateral employer commitment. Examples include year-end bonuses, 13th-month bonuses, vacation bonuses, performance or profit-sharing bonuses, cost-of-living adjustments, productivity bonuses, and individual-related bonuses (such as attendance, punctuality, or seniority bonuses).

## Sick leave

Under French law, sick leave is granted to an employee when their health condition prevents them from working. It refers to a temporary incapacity that entails the inability to perform work duties due to illness or injury. The commencement and duration of sick leave are determined by the attending primary healthcare physician. Within 48 hours of receiving this determination, the employee must submit the medical certificate of temporary incapacity to both the employer and the Primary Health Insurance Fund (CPAM).

Compensation is provided after a three-day waiting period, following the completion of all required procedures.

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The salary compensation, referred to as IJ or IJSS (Indemnités Journalières de Sécurité Sociale), represents 50% of the employee's reference daily salary. This reference daily salary is calculated by dividing the gross salary from the last three months by 91.25.

Compensation is disbursed every 14 days by the Primary Health Insurance Fund, covering all calendar days, including weekends. However, daily compensation cannot exceed €52.28 gross.

During the first six months of sick leave, employees must have worked at least 150 hours in the last 90 days to qualify for sickness insurance benefits. For sick leave extending beyond six months, employees must have been affiliated with the CPAM for at least 12 months and have worked a minimum of 600 hours during the past year to qualify for compensation.

Under French law, employees are entitled to salary continuation in the event of a work-related accident or occupational illness, or after one year of service. This salary continuation can range from 66.6% to 100%, depending on the applicable sector-specific agreement. The employer is responsible for providing this salary continuation for a duration of 30 days to 13 months, depending on the specific agreement in place.

The employer will only pay the necessary amounts to supplement what is provided by social security (CPAM) and, if applicable, any supplementary company insurance plan, up to the percentage of the salary the employee would have earned if they had worked.

In most cases, the maximum duration for sick leave compensation is 12 months every three years. However, if an employee suffers from a long-term illness, IJSS benefits can be paid for up to three years.

Unless specific circumstances dictate otherwise, employers cannot terminate an employee's contract while they are on sick leave. Additionally, employees are protected against discrimination or retaliation related to taking sick leave.

## Parental leave

Regardless of their contract type or seniority, all employees are entitled to maternity or paternity leave, as well as leave to care for a sick child. Maternity leave, mandatory for both employer and employee, covers prenatal and postnatal periods. In France, the duration varies from 16 to 46 weeks, depending on the number of expected and existing children, with sector-specific agreements sometimes allowing for extended leave. Employers are prohibited from terminating employment during this leave and for 10 weeks afterward.

Birth leave is available to any employee when a new child joins their household, regardless of seniority, and is separate from maternity leave. Typically three days long, it can be extended under specific sector agreements. To qualify, employees need to provide a birth certificate. This leave is treated as effective working time, meaning it does not affect the employee's salary.

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Paternity leave is available to all employees who are either the child's father or the mother's partner. The leave lasts 25 calendar days, extendable to 32 in cases of multiple births. By law, four days must be taken immediately following birth leave, and the remaining days can be divided into two parts over the next six months. Employees should inform their employer of the anticipated birth and leave dates as early as possible to arrange for this leave.

Before starting maternity leave, the employee must inform the employer of the reason for the leave, estimated start and end dates, and provide a medical certificate confirming the pregnancy. This leave cannot be refused.

Employees can also request an adjustment to the start date of their prenatal leave, which proportionally shifts the postnatal leave period. This adjustment only requires a request to CPAM. In cases of health issues related to pregnancy, an additional leave of up to four weeks may be granted.

Before resuming work post-maternity leave, the employee must undergo a check-up with occupational health services.

In the event of the mother's passing during childbirth, the father may assume the mother's postnatal leave.

Employees on maternity, paternity, or adoption leave receive a daily allowance (IJSS) from CPAM every 14 days, amounting to 79% of the reference daily salary. This salary is calculated by dividing the gross earnings of the past three months by 91.25. The daily allowance cannot fall below €10.79 or exceed €100.36.

Upon returning from maternity, paternity, or adoption leave, the employee is entitled to resume their prior position or a similar role with comparable salary and responsibilities and will benefit from any individual pay increases awarded during their leave. Employers are prohibited from terminating employment contracts during the leave period, as well as for 10 weeks following the leave.

Leave for a sick child is available if a child under 16 becomes ill or injured. The employee must provide a medical certificate confirming the child's need for care. This leave is capped at three days per year but may extend to five days under certain conditions.

This leave is a right, and employers who do not comply may owe the employee up to six months' salary in compensation. During leave for a sick child, the employment contract is suspended, and these days are typically unpaid, similar to other justified absences.

## Termination

### Methods of employment termination

The termination of employment contracts varies depending on the grounds for termination and which party initiates the process. In France, employment contracts may be terminated through various mechanisms, each governed by specific rules concerning notice periods, compensation, and eligibility for unemployment benefits. These rules affect both employers and employees and depend on the circumstances of the termination. The main methods of ending an employment contract include:

- Resignation (Démission): Initiated by the employee, requiring adherence to the notice period specified in the employment contract or applicable collective agreement.
- Constructive dismissal (Prise d'acte de la rupture): A situation where the employee resigns due to serious misconduct or breaches by the employer, which may lead to judicial review.
- Judicial termination (Résiliation judiciaire): The employee seeks court intervention to terminate the contract due to employer violations, with potential compensation if the court rules in the employee's favor.
- Mutual termination agreement (Rupture conventionnelle): A consensual termination mutually agreed upon by both parties, often accompanied by negotiated compensation and eligibility for unemployment benefits.
- Dismissal (Licenciement): Termination by the employer, which may be for personal reasons (e.g., performance issues) or economic reasons, subject to strict procedural requirements and justification.
- Retirement (Départ à la retraite): Initiated by either the employee or employer, with specific rules depending on whether it is a voluntary or forced retirement.
- Termination of fixed-term employment contract (Fin de contrat à durée déterminée): Occurs when a fixed-term contract reaches its agreed-upon end date or is terminated early under legally permitted conditions.

The applicable rules and procedures may vary depending on whether the employee is still within their probationary period, during which notice periods and compensation requirements are often more flexible.

#### Resignation

Resignation is a voluntary act by the employee to leave their job, with or without a specific reason. Although French law doesn't require written notice, it is recommended. The employee must observe the notice period set by law, the collective agreement, or their employment contract. For probationary periods, this is only 24 hours within the first eight days, and 48 hours beyond that.

#### Constructive dismissal

When an employer seriously breaches the employment contract, the employee can leave immediately without notice. The employee then files a claim with the labour tribunal, which will determine if the departure qualifies as constructive dismissal (entitling the employee to dismissal compensation) or as a resignation.



## Judicial termination

Employees can request judicial termination through the labour tribunal due to serious employer misconduct. If the tribunal rules in favor of the employee, the termination is classified as a dismissal without real and serious cause, granting compensation similar to unfair dismissal. The employee also retains eligibility for unemployment benefits.

## Mutual termination agreement

Both parties may agree to terminate the contract by mutual consent. This agreement requires a written contract, a 15-day withdrawal period, and administrative approval by the DDETSP within 15 days after submission, concluding in 45 days. The employee receives a severance package based on gross salary and length of service, with a minimum calculation similar to that for dismissal.

## Dismissal

Dismissal is initiated by the employer and must be based on valid, justifiable grounds, which may include personal reasons related to the employee's behaviour, performance, or professional inadequacy, as well as economic reasons due to financial difficulties, technological changes, restructuring, or business closure.

Dismissal can be contested before the labour tribunal, which may order the employee's reinstatement or award compensation ranging from 0.5 to 20 months' salary, depending on the employee's length of service and company size.

In the event of dismissal, the employer must pay severance of at least  $\frac{1}{4}$  month's salary per year of service for up to 10 years, and  $\frac{1}{3}$  month's salary per year for service beyond 10 years. This severance calculation also serves as the minimum for compensation in a mutual termination agreement.

## Retirement

Employees may retire voluntarily, by notifying the employer by registered letter with acknowledgment of receipt or hand-delivered letter with receipt confirmation, respecting a notice period of one–two months based on tenure. Employers may also initiate retirement when employees reach a certain age.

## Termination of fixed-term employment contract

Fixed-term contracts end automatically at the specified date, upon task completion, or event occurrence unless renewed. Employees may resign before the term ends, with notice. Employers may dismiss employees under similar circumstances as those for indefinite-term contracts.

## Ordinary dismissal by the employer

The employer can terminate the contract with a notice period if there's a valid reason. Under French law, an employer may terminate an employment contract with or without a notice period if there is a justified reason. Dismissal can be based on personal, misconduct, or economic reasons.

For personal reasons, the employer must demonstrate a real and serious cause, indicating that the employee is unable to fulfill their duties due to specific characteristics or capabilities, such as:

- Professional inadequacy
- Illness (when the employee's absence disrupts company operations)
- Unfitness for the position, as determined by the occupational doctor
- Harassment committed by the employee within the company.

In cases of misconduct, the employer must also show a real and serious cause, which can be categorized as follows:

- Simple misconduct: Actions by the employee that violate their obligations toward the employer but are not severe enough to warrant dismissal without notice (e.g., professional errors or negligence).
- Serious misconduct: Actions that are significant enough to justify dismissal without notice (e.g., intoxication during work hours, unjustified absences, indiscipline, insubordination, harassment, violence, or theft).
- Gross misconduct: Actions of an exceptionally serious nature that reveal an intention to harm the employer, warranting dismissal without notice (e.g., physical violence and death threats against the employer, diverting clients to a competitor, or disclosing secret or confidential information).

For economic reasons, dismissal is justified when a specific position is no longer necessary due to economic, technical, or organisational changes. However, economic dismissal is only permitted if the employer cannot reassign the employee to another position.

In any cases, the dismissal must be issued in writing, with the reasons clearly stated, and delivered directly to the employee concerned.

If a probationary period is specified in the employment contract, the employer may terminate the employee's contract if their performance does not meet expectations during this time. In such cases, the employer must adhere to the terms and conditions outlined in the contract regarding the notice period.

### Dismissal for personal reasons

The employer must first send a letter to the employee summoning them to a pre-dismissal interview, which must be scheduled at least five working days in advance. During this interview, the employer will present the reasons for considering dismissal. Although the employee may choose not to attend, the employer can still proceed with the termination process.

At least two days after the interview, the employer must issue a formal dismissal letter detailing the reasons for the dismissal. Unless the employer explicitly waives the notice period, particularly concerning the severity of the employee's misconduct or any agreement reached with them—the

employment contract will not end upon receipt of the dismissal letter but will continue until the end of the established notice period.

The employer may also owe compensatory payments for any unused paid leave and for the notice period if it is waived. In all cases, the employer is required to pay severance of at least ¼ month's salary per year of service for up to 10 years, and ⅓ month's salary per year for service beyond 10 years. This severance calculation also serves as the minimum compensation in a mutual termination agreement.

## Dismissal for misconduct

The employer must follow the same procedures as for dismissal based on personal reasons. However, the implications may vary depending on the type of misconduct:

- Simple misconduct: The employer may still owe compensatory payments for any unused paid leave and the notice period if waived, along with severance pay.
- Serious or gross misconduct: The employee is not entitled to severance pay or compensatory payments for the waived notice period but will receive compensation for unused paid leave.

## Dismissal for Economic Reasons

The employer may dismiss an employee for economic reasons, such as a decrease in production, the introduction of new technologies, or market changes necessitating layoffs to sustain operations. Following such a dismissal, the employer is prohibited from hiring another employee for the same position for six months.

Before proceeding with a dismissal for economic reasons, the employer must provide employees with opportunities to adapt and transition into new roles within the company. If the employee refuses to accept a new position or if no suitable roles are available, the employer must follow the same procedures as in cases of dismissal for personal reasons, including conducting a pre-dismissal interview. If the employer ultimately decides to terminate the contract, they must provide a "Sécurisation professionnelle" contract to facilitate the employee's access to France Travail for a streamlined adaptation process.

## Notice period and challenging the dismissal

Under French law, the notice period starts from the notification date of the termination of the contract to the very end of the contract. Notice period

In most cases, the employer is required to observe a notice period before terminating the employment contract. However, no notice period is necessary in cases of justified gross or serious misconduct, economic dismissal, unfitness for the position, or instances of "force majeure."

During the notice period, if worked, the employee continues their duties and is paid as usual. The employer may, however, choose to waive this period, either by mutual agreement or unilaterally; in the latter case, the employer must provide the employee with notice period compensation.

Under French law, the notice period primarily depends on the employee's length of service and is as follows:

- Less than six months of service: no specific notice period
- Between six months and two years of service: one month
- More than two years of service: two months.

Usually, collective agreements may specify longer notice periods, often considering the employee's classification within the hierarchical job classification grid set forth in the collective agreement (worker, employee, supervisor, manager).

## Challenging the dismissal

The employee has 12 months from the notification of the termination to contest their dismissal. Any former employee has the right to dispute a dismissal they believe to be void, unjustified, or procedurally flawed.

To initiate this process, the employee may file a claim with the labour tribunal. If the dispute remains unresolved after the initial ruling, the employee may continue the challenge in the appellate court.

If the tribunal finds the dismissal to lack just cause, the employer will be required to pay compensation for unfair dismissal. In most cases, if the dismissal is judged to have no real and serious cause, the primary outcome is financial compensation for the employee.

However, if the dismissal is deemed procedurally irregular or null and void, the tribunal may order the employee's reinstatement in the company, along with compensation for any losses incurred.

## Rights and obligations of unemployed persons

The unemployment insurance system is designed to provide replacement income to workers who have lost their jobs involuntarily. It is funded through contributions from both employers and employees. Under French law, an unemployed person is someone without a job who is actively seeking employment and may be eligible for replacement income. To qualify for unemployment benefits, the individual must:

- Reside in France,
- Have lost employment involuntarily (due to dismissal, mutual agreement termination, end of a fixed-term contract, resignation deemed legitimate, or economic dismissal),
- Have worked at least 910 hours over a minimum of 182 calendar days, equivalent to six months.

To access unemployment benefits, the following documents are required:

- Identification document,
- Social security number,

- Proof of address,
- Documents related to employment history (work certificate, pay slips, France Travail certificate),
- Bank account details.

To maintain the right to unemployment benefits, the unemployed person must also:

- Be fit to work,
- Actively seek employment without refusing reasonable job offers,
- Renew their registration with France Travail on a monthly basis,
- Attend all appointments or interviews scheduled by France Travail.

If the unemployed person fails to fulfill these requirements, they may lose their unemployment benefits and could be required to repay any received funds.

To calculate unemployment benefits, the reference daily wage is used. This is determined based on the total earnings received over the last 24 months prior to the end of the most recent employment contract.

The beneficiary receives a unemployment allowance, which is paid on a calendar day basis. This allowance is calculated using the more favorable of the following two methods, up to a limit of 75% of the reference daily wage. The highest result between these calculations is applied:

- 40.4% of the reference daily wage + €12.47, or
- 57% of the reference daily wage.
- For full-time employment, this daily allowance cannot be less than €30.42 gross and cannot exceed €256.96 gross.

The duration of benefits cannot be less than 182 days for all employees and cannot exceed:

- 730 days for employees under 53 years old;
- 913 days for employees between 53 and 55 years old;
- 1,095 days for employees over 55 years old.

Job seekers may also be eligible, under specific conditions, for:

- Specific solidarity allowance, when unemployment benefit rights are exhausted;
- Mobility assistance, when obtaining a position that requires relocation;
- Business creation assistance.

## Severance pay

In most cases of employment contract termination, severance pay is granted to employees under certain conditions to compensate for job loss. This severance pay, provided by the employer, may originate from the law, a collective agreement, or the employment contract. To qualify for severance pay, an employee must have a minimum of eight months of seniority with the company.

Severance pay applies to all types of dismissals, including judicial termination, except in cases of serious or gross misconduct by the employee.

Additionally, no severance pay is owed by the employer in the event of resignation or retirement, whether initiated by the employee or requested by the employer.

Conversely, an employee may sometimes be required to compensate their employer for any damage incurred at the time of their departure, particularly for failing to respect their notice period - whether in situations of resignation, constructive dismissal, or any other type of dismissal - or in cases of unfavorable departure conditions. However, such compensation can only be awarded by a judge if the employer chooses to take legal action against the former employee.

The legal minimum severance pay that an employer is required to provide is equal to  $\frac{1}{4}$  month's salary for each year of service, up to 10 years, and  $\frac{1}{3}$  month's salary for each year of service beyond 10 years.

However, a higher amount may be specified in the employment contract or a collective agreement.

For the calculation of the reference salary, the method most favorable to the employee must be used. This can be either the monthly average of the last 12 months or one-third of the salary for the last three months.

This calculation also serves as the legal minimum compensation in a mutual termination agreement.

## Additional items

### Probationary period

Typically, the probationary period should not last longer than eight months. If the employer intends to terminate the employment, they must adhere to a notice period that varies based on the employee's length of service with the company.

Implementing a probationary period is not required for any employment contract; however, both parties have the option to include one if desired. Under French law, the probationary period usually lasts between one and four months and can be renewed once for an equivalent duration.

In certain circumstances, extensions beyond this timeframe are permitted, particularly if the employee experiences temporary absences during the probationary period due to reasons such as temporary incapacity for work, maternity or parental leave, or the exercise of paid leave rights. These provisions ensure that the probationary period remains adaptable to various situations that may arise during the initial stages of employment.

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Regardless of the circumstances, both parties must respect a notice period prior to terminating the contract during the probationary period. The notice period is generally longer for the employer than for the employee and varies based on the employee's length of service with the company. Failing to adhere to these notice periods may result in penalties.

The length of the probationary period must be proportionate to the expected duration of the employment contract and the nature of the work to be performed. The French Labour Code sets the following maximum durations for probationary periods, before any potential renewal:

- Two months for workers and employees.
- Three months for technicians and supervisors.
- Four months for executives.

When renewed, the total duration of the probationary period may not exceed four, six, or eight months, depending on the initial probationary period's length.

During the probationary period, failure by the employee to meet the requirements of the position constitutes a valid and specific reason for the employer to terminate the employment contract. Termination during the probationary period can be initiated by either party.

## Notice period for termination during the probationary period

The required notice period for termination varies depending on the employee's length of service and is typically longer for the employer than for the employee. Failure to observe these notice periods may result in penalties.

### For the employer:

- Less than eight days of service: 24 hours' notice.
- Eight days to one month of service: 48 hours' notice.
- One to three months of service: Two weeks' notice.
- More than three months of service: One month's notice.

### For the employee:

- Less than eight days of service: 24 hours' notice.
- More than eight days of service: 48 hours' notice.

An employee who resigns during the probationary period is treated as if they have resigned under normal circumstances, which includes forfeiting their entitlement to unemployment insurance.

If an employee has previously completed a probationary period under a fixed-term contract, the employer may still impose another probationary period when offering a new contract. However, the duration of this new probationary period must be reduced by the length of the probationary period completed under the previous fixed-term contract.

## Intellectual property rights

The French Intellectual Property Code establishes a system that balances the interests of employers, who benefit from inventions connected to professional activities, with those of employees, who retain rights over their personal creations. Employee creations

As a general rule, creations made by an employee within the framework of their employment contract and directly connected to their duties are owned by the employer who commissioned them. This is particularly the case in journalism and software publishing.

However, while the employer holds the economic rights to the work, the employee retains their moral rights, which are inalienable and imprescriptible. These rights allow the employee to claim authorship of the work and to object to any modifications that could harm their honor or reputation.

The employment contract may include a clause specifying that certain creations will belong to the employer, even if they are not directly related to the employee's professional activities. This rights assignment clause must clearly specify each relevant right, the intended modes of exploitation, the planned use, as well as spatial and temporal limitations. A "blanket assignment of future works" is only permitted if these works can be precisely identified.

The employee retains exclusive rights over creations made outside the employment contract's scope or unrelated to their professional duties.

### Employee inventions

Mission Inventions are those created as part of the employee's duties or under a specific assignment from the employer. These automatically become the employer's property, in return for additional compensation.

Attributable Non-Mission Inventions are developed outside the employee's contractual duties but within the company's field of activity or using its resources. Although they remain the employee's property, the employer may claim ownership or usage rights by providing fair compensation.

Non-Attributable Non-Mission Inventions are created entirely outside the professional scope, with no link to the company's activities and without its resources. These inventions belong exclusively to the employee.

## Employee data privacy

Governed by the GDPR and the French Data Protection Act, the protection of employees' personal data places strict obligations on employers, with non-compliance subject to penalties. In France, the GDPR is directly applicable, providing a robust framework for data protection. Supplementing the GDPR, the French Data Protection Act and the Labour Code, along with other relevant legislation, set forth additional obligations and provisions. Employers are required to process employee data lawfully, transparently, and exclusively for legitimate purposes.



Employers must obtain employees' explicit consent to process their personal data unless another legal basis applies, such as contractual necessity or compliance with a legal obligation. Consent must be specific, informed, and freely given, with employees retaining the right to withdraw it at any time.

The GDPR outlines several core principles for data processing:

- Lawfulness, fairness, and transparency: Personal data must be processed legally, fairly, and transparently;
- Purpose limitation: Data should be collected for specific, explicit, and legitimate purposes, and not further processed in ways incompatible with those purposes;
- Data minimization: Only data that is adequate, relevant, and limited to what is necessary for the intended purposes should be collected;
- Accuracy: Data must be accurate and updated as necessary;
- Storage limitation: Data should be retained only as long as necessary for identification purposes;
- Integrity and confidentiality: Data must be securely processed to protect against unauthorized or unlawful processing, as well as accidental loss or damage.

Employers collect employee data from the recruitment stage (e.g., CV, cover letter, references) and throughout employment (e.g., bank details, performance evaluations, working hours).

Certain categories of information, such as health status, political opinions, and union membership, are considered "sensitive data" and receive heightened protection. Processing of this data is strictly regulated and allowed only with the employee's explicit consent or in specific cases provided by law.

Under the GDPR, employees are granted several rights, including:

- Right to be informed about the collection and use of their data;
- Right of access to their personal data and supplementary information;
- Right to rectification of inaccurate or incomplete data.
- Right to erasure (right to be forgotten) in certain circumstances;
- Right to restrict processing of their data;
- Right to data portability for easier transfer of data between services;
- Right to object to certain types of data processing.

When it comes to employee monitoring, methods such as geolocation, video surveillance, and email tracking must be proportionate to their intended purposes and uphold employees' privacy. Employees must also be notified of any monitoring systems in use.

Non-compliance can lead to financial penalties of up to 20 million euros or 4% of the company's annual global revenue. Employees also have the right to take legal action to assert their rights.

## Restrictive covenants

### Prohibition of competition

Under French law, the prohibition of competition exists only as a contractual clause, as it is not explicitly defined by statute; instead, it is regulated through case law. The non-compete clause is a provision included by the employer in the employment contract. Its purpose is to limit the employee's ability to take on similar roles with a competitor or operate independently after the contract ends.

For the clause to be valid, it must be explicitly stated in the employment contract or outlined in the collective bargaining agreement. Moreover, it must protect the legitimate interests of the employer's business without unduly restricting the employee's ability to secure employment elsewhere. As such, the clause must:

- Be limited in duration (for a reasonable period, which can't exceed two years);
- Be limited geographically (to a defined area);
- Be tied to a specific activity;
- Be accompanied by financial compensation for the employee.

If any of these conditions are not met, the non-compete clause will be considered invalid. Financial compensation is required as soon as the non-compete clause takes effect. The amount is specified in the employment contract and must be reasonable in relation to the duration of the clause. This compensation can be provided as a lump-sum payment or through periodic installments.

The employer may waive the non-compete clause, but this waiver must be clear and unambiguous for both parties.

If the employee fails to adhere to the clause, they may be ordered by the court to pay damages to the employer and to reimburse all or part of the financial compensation.

Conversely, if the employer does not pay the financial compensation at the end of the contract, the employee is no longer obligated to comply with the non-compete clause.

## Remote working

### Remote working policy

The French Labour Code permits employers and workers to agree on a remote or home-based work, with specific clauses detailing these terms included in the contract. Under French law, remote work is defined as work that could be performed on company premises but is instead carried out in a different location using information and communication technologies. Remote work can be conducted in various ways:

- At the employee's home, with equipment provided by the employer.
- Alternating between the workplace and the employee's home.

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- In a coworking space, in offices equipped with ICT provided by the employer.
- As mobile work, where the employee performs their duties outside the company using electronic communication tools while retaining an office at the company.

Remote work is distinct from home-based work, in which a worker performs tasks assigned by the company from outside its premises. Home-based work is remunerated through a pre-determined lump-sum payment that is not influenced by external factors. Furthermore, a home-based worker receives only limited assistance for carrying out their tasks and is not necessarily subject to a subordinate relationship with the employer. Consequently, they are not always considered employees of the company.

This distinct classification implies that the remuneration of a home-based worker is determined separately, based on the time required to complete the work and the reference hourly wage established by agreements or collective bargaining, with no obligation for monthly payment. It should be noted that the remuneration cannot be less than the minimum wage (SMIC).

Furthermore, additional costs related to rent, heating, and lighting of the workspace, as well as other incidental expenses, are at least partially covered by the person assigning the work.

The employer's obligations regarding the health and safety protection of the worker are considerably less demanding than those applicable to remote work.

## Responsibilities within a remote work arrangement

Remote workers are entitled to the same individual and collective rights as employees working on the company's premises, and are considered employees like any other. Remote work is an organisational arrangement where a task that could be performed at the employer's premises is instead voluntarily carried out by an employee outside these premises, using information and communication technologies.

Except in exceptional circumstances, remote work is based on the mutual agreement of both parties to the employment contract. It may be agreed upon either at the time of hiring or during the course of the contract.

Remote work must be formalized in writing, either individually (through the employment contract) or collectively (via a charter or collective agreement). In all cases, the written agreement must specify:

- The conditions under which remote work is implemented;
- The employee's acceptance of the remote work terms;
- The methods for monitoring working hours or managing workload;
- The time slots during which the employer can typically contact the remote worker;

The employer must inform the remote worker about:

- The equipment used, the rules for its use, associated costs, and insurance;

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- The restrictions on the use of IT equipment, tools, or electronic communication services, and the penalties for non-compliance;
- The prohibition of any form of hacking;
- The rules regarding the use of visual display units.

As a general rule, the remote worker should not bear the cost of the equipment, materials, and software required for this form of work organisation. The employer is responsible for providing, installing, and maintaining the necessary equipment for remote work. In addition, the employee may be entitled to compensation for using their home for professional purposes if no dedicated professional space is made available to them.

Employees working outside the employer's premises are entitled to reimbursement of working costs if such work exceeds seven working days per calendar month.

The employer is entitled to enter the employee's home or other premises for the purpose of maintenance of equipment and supervision of the employee's working conditions, provided that this has been contractually agreed.

The intrusive nature of remote work does not diminish the employer's obligation to respect the employee's privacy. To that end, tools used to monitor the employee's activity must not be diverted from their intended purpose, and their use should remain strictly professional.

The methods used to monitor remote workers' activities (such as webcams, internet connection tracking, email surveillance, GSM or GPS tracking, etc.) must be clearly documented in the data processing activities register.

Furthermore, personal data processing that could pose a high risk to the rights and freedoms of the individuals concerned must be subject to a data protection impact assessment.

These specific control measures are designed to protect the employee from themselves, ensure compliance with labour regulations regarding working hours, and uphold the employee's right to privacy, allowing them to enjoy moments of disconnection.

In this context, the collective agreement, telework charter or employment contract should define the time slots during which the employer may typically contact the employee.

## Health and safety at home

As a full employee, the remote worker is entitled to the same legal and contractual provisions regarding health and safety as those working on-site. The employer's duty of safety is a general obligation. The employer must effectively safeguard the health and safety of employees by taking the necessary measures, including implementing information and training programs, and adapting the organisation and resources accordingly.

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As part of its preventive approach, the employer is specifically required to consult or engage in dialogue with the occupational health doctor.

The implementation of the safety obligation must comply with the general principles of prevention:

- Avoid risks;
- Assess risks that cannot be avoided;
- Eliminate risks at the source;
- Adapt work to the worker;
- Consider the evolution of technology;
- Plan prevention by integrating, in a cohesive manner, technology, work organisation, working conditions, social relations, and environmental factors;
- Prioritize collective protection measures over individual ones;
- Provide workers with appropriate instructions.

The employer must ensure that remote work adheres to health and safety standards, particularly that the premises where the employee performs their work meet required standards.

Consequently, to ensure proper application of the relevant health and safety provisions, both the employer and the competent administrative authorities have access to the remote work location. If the employee works from home, such access is subject to prior notification and consent from the employee.

Under French law, any accident occurring during work, regardless of its cause, is classified as a work-related accident for any employee, irrespective of their title or location, and whether they work for one or multiple employers. An accident that takes place at the remote work location, during the employee's professional activities, is presumed to be a work-related accident.

Additionally, the employer is obligated to organize an annual meeting that specifically addresses, among other matters, the employee's working conditions and workload. This meeting may cover topics such as work-life balance, the isolation of remote workers, the effectiveness of tools provided, and more. The issue of workload should be considered from both the standpoint of compliance with working hours regulations and the respect for the employee's personal life.

## CBA highlights

### Syntec CBA: key features and applicability

The Convention Collective Nationale des Bureaux d'Études Techniques, des Cabinets d'Ingénieurs-Conseils et des Sociétés de Conseil (Syntec) establishes higher employment standards in sectors such as IT and consulting, providing enhanced benefits and protections for both non-executive and executive staff beyond the legal minimum. Applicability

The Syntec Collective Agreement applies to employees working in companies whose primary activities fall within specific sectors, including engineering, engineering consulting firms, technical

studies, digital services, event management, and translation and interpretation. The agreement aims to standardize labour conditions across these industries, ensuring both employers and employees benefit from clear, regulated provisions.

To be subject to the Syntec Collective Agreement, a company must meet two conditions: it must be a member of an employer union that is a signatory to the agreement, and its primary activity must align with one of the sectors explicitly defined in the agreement. This ensures the agreement's provisions are applied only where they are relevant to the company's core operations.

## Key features

The Syntec Collective Agreement includes specific provisions that expand or deviate from general labour law, offering tailored regulations for the industries it covers. Its key features include:

- Working hours: The agreement provides detailed rules on working time, including weekly limits, flexible schedules, and provisions for overtime. It also includes measures to address work-life balance, particularly for employees in roles requiring irregular hours.
  - Job classification: Employees are classified into specific categories based on their roles, responsibilities, and qualifications. This classification determines salary bands, benefits, and career progression opportunities, ensuring fairness and consistency across the covered sectors.
- Employees (ETAM) classification: <https://www.syntec.fr/convention-collective/classification-etam/>  
Managers (cadres) classification: <https://www.syntec.fr/convention-collective/1627-2/>
- Remuneration: The Syntec agreement establishes minimum salary thresholds for each job classification, updated periodically to reflect economic changes. It also includes guidelines for bonuses, commissions, and variable pay structures.
  - Seniority paid leave: Employees accrue additional leave days based on their years of service, rewarding long-term commitment to the organisation.
  - Severance pay: The agreement specifies enhanced severance pay entitlements beyond the minimum legal requirements, based on the employee's tenure and salary level.
  - Professional expenses: Employers are required to reimburse employees for professional expenses incurred in the performance of their duties, such as travel and equipment costs.
  - Work on public holidays: The agreement includes specific compensation or rest day arrangements for employees required to work on public holidays, ensuring fair treatment for such exceptions.
  - Waiting periods for sick leave: It regulates waiting periods before paid sick leave takes effect and often provides more favorable conditions than standard labour law, such as reducing or waiving waiting periods for certain classifications.

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- Notice periods: The Syntec agreement defines notice periods for resignations and dismissals, which vary depending on the employee's role, seniority, and classification. These periods are designed to balance the needs of employers and employees during transitions.

By addressing these aspects, the Syntec Collective Agreement provides a comprehensive framework that ensures employees in its covered industries receive tailored protections and benefits while offering employers clear guidelines to maintain compliance and foster productive work environments. The Syntec Collective Agreement is a comprehensive framework that applies to employees working in companies whose primary activities fall within a wide range of technical, scientific, consulting, and digital sectors. These sectors are specifically defined by their corresponding French activity codes (NAF codes), which classify the industries subject to the agreement. Below is an elaboration on the activities covered:

- 58.12Z: Publishing of directories and mailing lists
- 58.21Z: Publishing of electronic games
- 58.29A: Publishing of system and network software
- 58.29B: Publishing of development tools and programming languages software
- 58.29C: Publishing of application software
- 62.01Z: Computer programming
- 62.02A: Consulting in systems and software
- 62.02B: Third-party maintenance of systems and applications
- 62.03Z: Management of computer facilities
- 62.09Z: Other IT activities
- 63.11Z: Data processing, hosting, and related activities
- 63.12Z: Web portals
- 71.12B: Engineering and technical studies
- 71.20B: Analysis, testing, and technical inspections
- 74.90B: Other specialized, scientific, and technical activities
- 70.21Z: Public relations and communication consulting
- 70.22Z: Business consulting and other management consulting
- 73.20Z: Market research and opinion polling
- 78.10Z: Activities of employment placement agencies
- 78.30Z: Other human resources provision
- 25.11Z: Manufacture of metal structures and parts of structures
- 43.32C: Layout of sales spaces
- 68.20B: Renting of land and other real estate properties
- 68.32A: Management of buildings and other real estate properties
- 82.30Z: Organisation of trade fairs, professional exhibitions, and congresses
- 90.04Z: Management of performance venues
- 74.30Z: Translation and interpretation.

This extensive coverage ensures that the Syntec Collective Agreement provides tailored protections and benefits for employees across a wide array of industries. It creates a unified framework to regulate working conditions, remuneration, and employee rights, ensuring compliance and consistency in highly specialized sectors.

## Working hours and overtime regulations

The Syntec Collective Agreement sets standard working hours at 35 per week, with flexibility for certain roles. Overtime is paid at a higher rate, with clear guidelines for calculation and compensation, ensuring fair working conditions in the sectors. French law establishes a maximum working time of 35 hours per week, beyond which employees are compensated with overtime pay.

The Syntec collective agreement allows for the implementation of an annual working time scheme in days ("forfait-jours", RTT) for executives and employees who have autonomy in organizing their work schedule. Under this arrangement, working time is not counted in hours per week but in days per year, with a maximum limit of 218 days.

This system, however, is subject to very strict conditions:

- Eligible employees: Only executives and non-executives with genuine autonomy in organizing their work schedule, and whose classification is at least position 2.3 on the Syntec classification scale, may benefit from the "forfait jours" arrangement.
- Compensation: Employees under the "forfait jours" must be paid at least 120% of the fixed minimum conventional salary corresponding to their classification.
- Rest periods: Employees must benefit from a minimum daily rest period of 11 consecutive hours and a weekly rest period of 35 consecutive hours (24 hours + 11 hours).

Overtime compensation does not apply to employees under the "forfait jours" arrangement. However, it applies to all other employees in accordance with the legal provisions on overtime pay: 125% of the standard hourly rate for hours worked from the 36th to the 43rd hour in the same week, and 150% for hours beyond that.

Regarding overtime, the Syntec collective agreement provides for a smaller authorized overtime quota than the law, limited to 130 hours per year. This amount can be increased by up to 40 hours through an agreement concluded at the company level.

Additionally, the implementation of the "forfait-jours" must be accompanied by the following measures:

- A tracking document: A record of worked and non-worked days, to be completed by the employee.
- An alert procedure: A system to address issues such as work overload, organisational problems, or isolation.
- Two annual follow-up meetings: These are specific discussions to review the employee's workload, work organisation, balance with personal life, and compensation.
- A formal policy on the right to disconnect: This includes mandatory disconnection periods in the evenings and on weekends, as well as a tool to monitor daily and weekly rest periods.

## Salary grids and minimum pay standards

The Agreement sets salary grids and minimum pay standards according to job classifications and experience levels, ensuring fair compensation across roles and promoting transparency and equity in pay structures. The Syntec Collective Bargaining Agreement (CBA) establishes a job classification



system that determines minimum conventional salaries for employees, categorized into "Employés, Techniciens et Agents de Maîtrise" (ETAM) and "Ingénieurs et Cadres." These classifications are associated with specific coefficients, each corresponding to a minimum salary threshold.

For ETAM positions, the salary grid is structured as follows:

Position 1.1 (Coefficient 240): Minimum gross monthly salary of €1,715.  
Position 1.2 (Coefficient 250): €1,745.  
Position 2.1 (Coefficient 275): €1,775.  
Position 2.2 (Coefficient 310): €1,831.  
Position 2.3 (Coefficient 355): €1,971.  
Position 3.1 (Coefficient 400): €2,111.  
Position 3.2 (Coefficient 450): €2,266.  
Position 3.3 (Coefficient 500): €2,415.

For "Ingénieurs et Cadres," the salary grid is as follows:

Position 1.1 (Coefficient 95): Minimum gross monthly salary of €2,215.  
Position 1.2 (Coefficient 100): €2,255.  
Position 2.1 (Coefficient 105): €2,295.  
Position 2.2 (Coefficient 115): €2,375.  
Position 2.3 (Coefficient 130): €2,495.  
Position 3.1 (Coefficient 150): €2,655.  
Position 3.2 (Coefficient 170): €2,815.  
Position 3.3 (Coefficient 210): €3,135.

These salary scales are subject to regular revisions, typically on an annual basis, through negotiations between social partners. Employers adhering to the Syntec CBA are obligated to compensate their employees at rates not below the applicable minimums corresponding to each employee's classification. It's important to note that these hierarchical minimum wages include benefits in kind, which should be mutually agreed upon and specified in the employment contract.

For the most current salary grids and detailed information, refer to the official Syntec website:  
<https://www.syntec.fr/convention-collective/>

Additionally, the French government's Légifrance portal provides access to the latest amendments and official texts related to the Syntec CBA:  
[https://www.legifrance.gouv.fr/conv\\_coll/id/KALIARTI000046816912](https://www.legifrance.gouv.fr/conv_coll/id/KALIARTI000046816912)

These figures are based on the latest available data and may be subject to change.

Under the Syntec Collective Bargaining Agreement (CBA), hierarchical minimum wages include benefits in kind, which are mutually agreed upon and specified in the employment contract. However, they exclude variable payments like attendance bonuses, profit-sharing, exceptional bonuses, expense reimbursements, travel or secondment allowances, overtime pay, and compensation for paid leave.

The Syntec CBA mandates the reimbursement of professional expenses, such as transportation, meals, and temporary housing, for assignments away from the regular workplace. This contrasts with general labour law, which often leaves such reimbursements to employer discretion. These provisions ensure fair compensation and protect employees from bearing out-of-pocket costs related to their professional duties, while providing clarity for employers in managing payroll and expenses.

## Employee benefits and leave entitlements

The Syntec Collective Agreement outlines key employee benefits and leave entitlements, including paid annual leave, sick leave, maternity, paternity, and specific allowances. These provisions ensure financial security, work-life balance, and employee well-being, aligning with industry standards. In cases of incapacity due to a workplace accident or occupational disease, employees are entitled to sick pay from their employer starting from their very first day of employment. This ensures immediate financial support in the event of work-related injuries or illnesses.

For illnesses or accidents unrelated to work, employees acquire the right to employer-provided sick pay after completing one year of seniority with the company. Once eligible, salary continuation begins on the first day of absence, provided the employee submits a valid medical certificate. The sick pay offered by the employer is capped at the net salary the employee would have earned if they had been working, ensuring that the compensation does not exceed regular earnings. The payment structure depends on the employee's seniority:

- Employees with one to five years of seniority receive 100% of their gross salary for the first 30 days of absence, followed by 80% of their gross salary for the next 60 days.
- Employees with more than five years of seniority receive 100% of their gross salary for the first 60 days, followed by 80% for the next 30 days.
- Managers with over one year of seniority are entitled to 100% of their gross salary for up to 90 days.

For maternity leave, employees with at least one year of seniority at the time their leave begins are entitled to full salary continuation throughout the legally mandated leave period. However, the total amount paid is subject to deductions for any benefits the employee receives from social security and the company's provident scheme. This ensures that maternity leave does not impose financial hardship on eligible employees while coordinating with state and company benefits.

Additionally, pregnant employees are granted special accommodations to support their health during pregnancy. From the third month of pregnancy, they are entitled to a paid reduction of 20 minutes in daily working hours. They are also permitted to attend mandatory prenatal consultations during working hours without any loss of pay, provided they notify their employer in advance. These provisions aim to balance professional responsibilities with the health and well-being of expectant mothers, fostering a supportive work environment.

While French law mandates only five weeks of paid vacation, the Syntec collective agreement grants employees additional seniority leave, as follows:

- One extra working day for employees with more than five years of seniority

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- Two extra working days for employees with more than 10 years of seniority
- Three extra working days for employees with more than 15 years of seniority
- Four extra working days for employees with more than 20 years of seniority

French law does not require companies to pay a vacation bonus. However, the Syntec collective agreement imposes an obligation on employers to pay a vacation bonus, which must be no less than 10% of the total gross remuneration earned during the reference period (including overtime, bonuses, and benefits in kind). This bonus must be paid to the employee before they go on paid vacation, usually in May or June each year, either as a separate payment or included in the salary. The bonus is calculated based on the salary actually earned during the previous year.

Unpaid leave may be granted by the employer at the employee's request. The terms for the leave, including its start and end, must be communicated in writing in advance. During this period, the employment contract's effects are suspended. Upon return, the employee resumes their rights and benefits acquired prior to the leave.

## Termination, notice periods, and severance pay

The Syntec Agreement regulates notice periods and severance pay, providing clear guidelines that exceed legal minimums. Based on seniority and job classification, it ensures fair treatment for both employers and employees during termination. The Syntec Collective Agreement offers severance pay that is more favorable than the provisions of the French Labour Code, factoring in the employee's seniority and classification. Employers are required to pay the higher amount between the statutory severance pay and the contractual severance pay under the agreement.

This severance pay applies to employees with at least eight months of continuous service, except in cases of gross misconduct or willful misconduct. The calculation is as follows:

For ETAM employees (employees, technicians, and supervisors):

- Up to 10 years of seniority: one-quarter of a month's salary per year
- Beyond 10 years of seniority: one-third of a month's salary per year.

For engineers and managers:

- Up to two years of seniority: one-quarter of a month's salary per year
- Beyond two years of seniority: one-third of a month's salary per year.

The monthly salary is defined as 1/12th of the total remuneration received over the 12 months preceding the termination notice. Bonuses are included in the calculation, but overtime pay, travel allowances, and secondment-related benefits are excluded.

For incomplete years of service, severance pay is calculated proportionally based on the number of months worked.

Under the Syntec Collective Agreement, when an employer intends to terminate an employment contract, they must send the dismissal letter via registered mail with acknowledgment of receipt.

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This ensures the dismissal is formally documented and that the employee receives official notice in compliance with legal and procedural requirements.

In cases of dismissal, unlike the statutory regime, the notice period cannot be shorter than the durations set by the Syntec Collective Agreement in the absence of a mutual agreement:

- One month for ETAM employees with less than two years of seniority;
- Two months for ETAM employees with more than two years of seniority;
- Two months for employees with Syntec hierarchical coefficients 400, 450, and 500;
- Three months for engineers and managers.

The party failing to observe the notice period must compensate the other with an amount equal to the remaining salary, unless agreed otherwise. In case of dismissal, employees can leave upon securing a new job, with pay for the notice period worked.