



DISCOVER (OR REDISCOVER)
FRENCH EMPLOYMENT LAW

YOUR QUESTIONS, OUR ANSWERS
2020 EDITION

Dechert
LLP

Editorial

Reform of France's labor laws

Immediately after his election in May 2017, President Macron's first reform was in the field of labor and employment law. The priority given to this reform and the number of subjects being dealt with are testament to the importance of the changes.

This reform followed other reforms in 2015 and 2016 aiming at providing flexibility and predictability to employers.

Despite these objectives, France continues to have legal rules as complex as the world around it. Our role at Dechert is to help you limit your risks and avoid surprises.

The fifth edition of this guide, put together by Dechert's dedicated labor and employment lawyers in France, aims to explain the main rules an employer needs to know to manage staff effectively in France. We prepared it for you because we know that it can be of great help.

We wish you a terrific learning experience!



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1. Terms and conditions of employment

1.1 What are the main sources of employment law?

The main sources that govern the employment relationship, in order of importance, are: the French Constitution, EU law, the French Labor Code, case law, collective bargaining agreements at industry-sector/group/multiple companies/single company level, the employment contract, internal rules and regulations and company practices.

However, recent reforms tend to increase the importance of collective bargaining. As a result, legal provisions that do not constitute public policies are only applied in the absence of collective bargaining agreements.

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

There are two main types of workers under French employment law:

- employees, and
- self-employed.

The employment relationship derives from the performance of duties for an employer in a relationship where the employee is subordinate to the employer and for which the employee is paid. Employees are more protected and benefit, for instance, from provisions regarding remuneration, work duration, paid leave or termination of their employment contract. They are also entitled to unemployment allowances in the event of dismissal.

Self-employed persons are not subject to an employer's control and instructions but tend to be less protected since they do not benefit from the provisions of the French Labor Code.

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

While it is generally advised to have all contracts in writing, it is not a legal requirement to have written employment contracts, except:

- when an applicable collective bargaining agreement requires it, or
- when the contract is a fixed-term contract, part-time contract, or an apprenticeship.

However, oral fixed-term contracts are deemed to be indefinite-term contracts. Similarly, oral part-time contracts are reclassified as full-time contracts.

Moreover, EU law requires an employer to provide an employee with a written document detailing the employment relationship, including the workplace, position, applicable collective bargaining agreement, and working time.

1.4 Is it necessary to have a collective bargaining agreement for a new hire?

No, but a supplement is required when the new terms are more favorable to the employee. For example, an employer who promoted the employee for poor performance must provide a supplement.

1.5 Are any types of employment contracts prohibited?

Employers are prohibited from acting in bad faith towards employees. This includes maintaining a contract in force when the employee has been dismissed.

Employees are prohibited from performing any work that is contrary to their interests, such as competing with their employer or communicating confidential information to a competitor. Employees are also prohibited from performing any work that is expected to be performed by the employer. Employers are also prohibited from creating a hostile work environment.

1.6 To what extent are collective bargaining agreements binding on employers and employees?

Under French law, collective bargaining agreements are binding on employers and employees.

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