

DECENT WORK CHECK

FRANCE 2023

Ayesha Mir
Iftikhar Ahmad

WageIndicator Foundation - www.wageindicator.org

WageIndicator started in 2001 to contribute to a more transparent labour market for workers and employers by publishing easily accessible information on a website. It collects, compares and shares labour market information through online and face-to-face surveys and desk research. It publishes the collected information on national websites, thereby serving as an online library for wage information, labour law, and career advice, both for workers/employees and employers. The WageIndicator websites and related communication activities reach out to millions of people on a monthly basis. The WageIndicator concept is owned by the independent, non-profit WageIndicator Foundation, established in 2003. The Foundation has offices in Amsterdam (HQ), Ahmedabad, Bratislava, Buenos Aires, Cape Town, Islamabad and Venice.

The Authors

Ayesha Mir works with WageIndicator Islamabad Office.

Corresponding author: Iftikhar Ahmad works as Labour Law Specialist with WageIndicator Foundation. He is the founder of the Centre for Labour Research which is the global labour law office of the WageIndicator Foundation. He can be contacted at iftikharahmad@wageindicator.org

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Address: Mondriaan Tower, 17th floor, Amstelplein 36, 1096 BC, Amsterdam, The Netherlands.

Email office@wageindicator.org

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INTRODUCTION

Decent Work is the type of work to which all of us aspire. It is done under conditions where people are gainfully employed (and there exist adequate income and employment opportunities); the social protection system (labour protection and social security) is fully developed and accessible to all; social dialogue and tripartism are promoted and encouraged; and rights at work, as specified in ILO Declaration on Fundamental Principles and Rights at Work and Core ILO Conventions, are practised, promoted and respected.

WageIndicator Foundation has been working since late 2007 to raise awareness of workplace rights through a unique tool, i.e., Decent Work Check. The Decent Work Check considers different work aspects deemed necessary in attaining “decent work”. The work makes the abstract Conventions and legal texts tangible and measurable in practice.

The Decent Work Check employs a double comparison system. It first compares national laws with international labour standards and scores the national regulations (happy or sad face). If national regulations in a country are not consistent with ILO conventions, it receives a sad face, and its score decreases (and vice versa). It then allows workers to compare their on-ground situation with national regulations. Finally, workers can compare their personal score with the national score and see whether their working conditions are consistent with national and international labour standards. The Check is based on de jure labour provisions, as found in the labour legislation.

A Decent Work Check is beneficial both for employees and employers. It gives them knowledge, which is the first step towards any improvement. It informs employees of their rights at the workplace while simultaneously enlightening employers about their obligations. Decent Work Check is also helpful for researchers, labour rights organisations conducting surveys on the situation of rights at work and the general public wanting to know more about the world of work. For example, WageIndicator teams worldwide have found out that workers, small employers and even labour inspectors are not, sometimes, fully aware of the labour law. When you are informed – being a worker, self-employed, employee, employer, policymaker, or labour inspector – there is a greater possibility that you ask for your rights (as a worker), you comply with rules (as an employer), and you strive to enforce these (as a labour inspector).

The work is relevant to the challenges posed to the future of work, especially the effective enforcement of legislation in financially constrained states, a rise in precarious employment and analysing the impact of regulatory regimes.

In 2023, the team aims to include at least 12 more countries, thus taking the number of countries with a Decent Work Check to 125!

MAJOR LEGISLATION ON EMPLOYMENT AND LABOUR

1. French Labour Code, Consolidated Version
2. Decree No. 2013-1190 of 19 December 2013
3. Social Security Code
4. Public Health Code
5. Decree Regarding the Period of Maternity Insurance 1
6. Penal Code
7. French Constitution

01/13 WORK & WAGES

ILO Conventions

Minimum wage: Convention 131 (1970)

Regular pay & wage protection: Conventions 95 (1949) and 117(1962)

France has ratified the Convention 95 and 131 only.

Summary of Provisions under ILO Conventions

The minimum wage must cover the living expenses of the employee and his/her family members. Moreover, it must relate reasonably to the general level of wages earned and the living standard of other social groups. Wages must be paid regularly on a daily, weekly, fortnightly or monthly basis.

Regulations on work and wages:

- French Labour Code, Consolidated Version
- Decree No. 2013-1190 of 19 December 2013

Minimum Wage

The wage paid by the employer cannot be less than the national minimum wage (SMIC). In 2019, the gross monthly SMIC, for a 35-hour working week, is €1,525.25 (for more recent wage rates, please refer to the section on minimum wages). The collective agreement applicable to the contract of employment may also specify a minimum wage depending on the employee's classification. Employee participation in the economic development of the nation is assured by fixing the minimum wage each year with effect from 1 January (Article L3231-6). The minimum wage applies to all salaried workers, including those working in both public and private businesses of an industrial or commercial nature. (Article L3231-1).

The national minimum wage (SMIC) can be adjusted in two ways: indexing of SMIC to the consumer price index (CPI) so that when the CPI increases by at least 2%, minimum wage is increased by the same percentage and the setting of a new SMIC by Government through a decree following the opinion of National Committee on Collective Agreements. The Committee is made up of four representatives each from government, workers and employers' side.

The criteria for increase in the minimum wage takes into account the needs of workers and their families; cost of living in the country; level of wages and income in the country; and economic.

Compliance with provisions of Labour Code including minimum wage provisions is ensured by the labour inspectors. The labour inspectors may work together with police officers for ensuring the compliance. A worker may initially report to the staff representative for payment of wage at a lower rate. The staff representative can then decide to forward the complaint to the labour inspector regarding payment of wages at a lower rate than those specified under the minimum wage law or collective agreement.

Failure to pay the stipulated minimum wage rate results in the penalty of 1524 euros for each worker that has been paid at a lower rate. The penalty is applied as many times as there has been a violation.

Regular Pay

In accordance with Article L3241-1 of the Labour Code, an employer is under the obligation to pay the worker his/her wages in cash or by crossed check or by transfer to a bank or postal account. If an employee has worked for less than a month, then remuneration can be paid in cash on employee's request but beyond a monthly amount determined by decree, the salary is paid by crossed check or by transfer to a bank or postal account. The wage period is set as a month and workers are paid wages on monthly basis. Those employees not receiving wages on month basis are paid at least twice a month to sixteen days in intervals. For piecework whose execution lasts longer than a fortnight, the payment dates may be fixed by mutual agreement. However, the employee receives payments every two weeks and is paid in full within fifteen days following the delivery of the item.

El Khomri law allows employers to provide electronic pay slips to the workers (after workers' consent). However, employees still have the right to ask for paper pay slips.

Source: (Art. L3242 of Labour Code)

02/13 COMPENSATION

ILO Conventions

Compensation overtime: Convention 01 (1919)

Night work: Convention 171 (1990)

France has ratified the Convention 01 only.

Summary of Provisions under ILO Conventions

Working overtime is to be avoided. Whenever it is unavoidable, extra compensation is at stake - minimally the basic hourly wage plus all additional benefits you are entitled to. In accordance with ILO Convention 1, overtime pay rate should not be less than one and a quarter time (125%) the regular rate.

Night work means all work which is performed during a period of not less than seven (07) consecutive hours, including the interval from midnight to 5 a.m. A night worker is a worker whose work requires performance of a substantial number of hours of night work which exceeds a specified limit (at least 3 hours). Convention 171 requires that night workers be compensated with reduced working time or higher pay or similar benefits. Similar provisions are found in the Night Work Recommendation No. 178 of 1990.

If a worker has to work on a national/religious holiday or a weekly rest day, he/she should be entitled to compensation. Not necessarily in the same week, provided that the right to a paid compensation is not.

If a worker has to work during the weekend, he/she should thereby acquire the right to a rest period of 24 uninterrupted hours instead. Not necessarily in the weekend, but at least in the course of the following week. Similarly, if a worker has to work on a public holiday, he/she must be given a compensatory holiday. A higher rate of pay for working on a public holiday or a weekly rest day does not take away the right to a holiday/ rest.

Regulations on compensation:

- French Labour Code, Consolidated Version

Overtime Compensation

The statutory working hours are 35 hours per calendar week (Article L3121-10). Employees can, however, work more than the statutory working hours either on a one-off basis (overtime) or as part of a specific working time arrangement. Specific rules apply both to overtime and to working time arrangements. With occasional exceptions, employees must not work more than 48 hours per week (Article L3121-35), an average of 44 hours per week during 12 consecutive weeks (Article L3121-36) and 10 hours per day (Article L3121-34). In the absence of collective agreements stipulating otherwise, the overtime hours cannot be greater than 220 hours per year (Art. D212-25 of Labour Code). With the change in the Labour Code through El Khomri Law, the maximum daily hours of work can be extended to 12 hours through a collective agreement or through authorization by labour inspection. Working hours can be increased to 12 to meet increased demand and other organizational reasons. Under the new law, the maximum weekly working hours can be extended to 60 hours on authorization by the administrative authority. This increase in weekly working hours is allowed only in exceptional cases. Article 2 of the new law states that company agreements take precedence over provisions of sectoral agreements with regard to working time even when the provisions of these sectoral agreements are more favourable to workers.

The average working hours however cannot exceed 46 hours per week. The small and medium enterprises (with less than 50 workers) can now derogate from the 35-hour rule without even a collective agreement.

Working beyond legal working hours leads to increase in wages by 25% for the first eight hours and 50% for the subsequent hours (Article L3121-22). A collective agreement may set a different premium for working overtime however; the overtime rate cannot be less than 10%. A collective agreement or an enterprise agreement can provide for the replacement of all or part of the overtime payment by an equivalent rest period (Article L3121-24). Under the El Khomri Law, the latter condition of 10% as a minimum overtime payment has been removed. Now a company level agreement can provide for a lower rate if there is no sectoral agreement in this regard.

With the enactment of Law on Secure Employment of 14 June 2013 and subsequent amendment in the Labour Code, the minimum weekly working time for part-time workers is 24 hours per week. With the exception of specific cases and some industries, it is unlawful to conclude part-time contracts for less than 24 working hours per week. Temporary workers, however, can request to work less than the new working time limit from 1 January 2014 to 1 January 2016. After this limit, all temporary employees must work at least 24 hours per week.

(Article L3123-14 of Labour Code; Law on Secure Employment of 14 June 2013)

Night Work Compensation

Work performed between 21:00 hours and 07:00 hours are considered night hours (Article L3122-29). Daily working time cannot exceed 8 hours (Article L3122-34). Night workers must benefit from a compensatory rest period or receive wage compensation for night work. The collective agreement must provide for this (Article L3122-39). No provision on compensation for night work is located in the Labour Code.

Under the September 2017 reform of the Labour Code, rules applicable to night work can also be relaxed. Companies that are not covered by an agreement could thus marginally modify the start and end times of the legal hours of night work, in order to avoid a "switchover" in night schedule for employees who have to finish their work late or to start it very early.

requires 100% increase in the pay for working on May Day. For other holidays, the labour code does not require a salary increase however; CBAs may contain provisions that are more favourable.

Compensatory Holidays / Rest Days

Any worker deprived from his/her weekly rest period on Sundays for work is entitled to at least double the remuneration perceived in a regular day of work and shall be also given an additional rest period (Article L3132-27). There is no provision for compensatory holiday for workers working on a public holiday.

Weekend / Public Holiday Work Compensation

If a worker works on weekly rest day, he is entitled to at least 200% of the regular wages received for normal day of work. There is no provision of premium pay for working on a public holiday. (Art. L3132-27 of Labour Code), except on May 01 which

03/13 ANNUAL LEAVE & HOLIDAYS

ILO Conventions

Convention 132 (1970) on Holidays with Pay Convention
Conventions 14 (1921), 47 (1935) and 106 (1957) for weekly rest days.
In addition, for several industries, different Conventions apply.

France has ratified the Conventions 14 and 106 only.

Summary of Provisions under ILO Conventions

An employee is entitled to at least 21 consecutive days of paid annual leave. National and religious holidays are not included. Collective agreements must provide at least one day of annual leave on full remuneration for every 17 days on which the employee worked or was entitled to be paid.

A worker should be entitled to paid leave during national and officially recognized public holidays.

Workers should enjoy a rest period of at least twenty-four consecutive hours in every 7-day period, i.e., a week

Regulations on annual leave and holidays:

- French Labour Code, Consolidated Version

Paid Vacation / Annual Leave

Every worker is entitled to five working weeks of annual leave with the same employer. The total duration of the annual leave cannot exceed 30 working days per year (Article L3141-3). The annual leave may be increased due to age or seniority in accordance with conditions determined by agreement or collective labour agreement (Article L3141-8). The qualifying condition is that the employee must be able to prove that he/she has worked for the company for a minimum of 10 days in the reference period. The reference period (year) runs from June 01 of the preceding year to May 31 of the current year. The worker is entitled to one-tenth of the gross wage received over the reference period (Article L3141-22).

Under the El Khomri Law of 2016, newly hired workers do not have to wait up to one year to take paid vacation. Now Labour Code allows workers to take paid vacation they have acquired as they go along in the first year of employment.

If annual leave is decided under a collective agreement; Date of leave should be between May 01 and October 31. Employee must take at least a 12-day leave during the yearly period of May 01 to October 31 (Article L3141-13). Annual leave of less than 12 days must be taken in one period. Maximum consecutive annual leave is 24 days in one period (Article L3141-18). If a period is fixed for the time of leave, it can only be changed up to one month prior to

the beginning except for special circumstances.

In accordance with a 2014 law, an employee has the right (in agreement with the employer) to donate part (over and above four weeks) of his/her annual leave another employee of the company, who has a seriously ill child under the age of 20 years. The beneficiary has to submit a medical certificate to the employer confirming child's illness, need for his stay at home and onerous nature of the childcare. A worker may also donate "RTT" (additional rest days to which he is entitled, up to 10 days per annum).

In line with Law n ° 2018-84, an employee may donate anonymously and without compensation all or part of annual leave not taken (over and above 24 working days) to another employee responsible for assisting a relative affected by a serious loss of autonomy or with a handicap.

(Article L3141-16 and 3142-25-1 of Labour Code; Law No. 2014-459, 9 May 2014)

Pay on Public Holidays

Workers are entitled to paid holidays during Festival (public and religious) holidays. These include memorial holidays and religious holidays (Christian origin). The Public Holidays are usually eleven (11) in number. These Holidays are New Year's Day (January 01), Easter Monday (April 01), Labour Day (May 01), Victory Day (May 08), Ascension Day (May 09), Whit Monday (May 20), Quatorze Juillet (July 14), Assumption Day (August 15), All Saints' Day (November 01), Armistice Day (November 11), Christmas Day (November 25). (Article L3133-1) There is no need to make up for the lost hours (Article L3133-2). Public

holidays may not result in any loss of pay to employees. Exception includes employees working from home, seasonal employees, intermittent employees and temporary employees (Article L3133-3).

Weekly Rest Days

Weekly rest period is provided under the Labour Code. Every worker is entitled to enjoy a weekly rest of at least 24 consecutive hours plus 11 consecutive hours of daily rest (in total 35 hours). In the interest of the employees, weekly rest is given on Sunday (Article L3132-3). Workers cannot be made to work more than 6 days a week. (Art. L3132-1to3 of Labour Code)

The legislation allows for certain exceptions permitting some sectors to operate on Sundays. Retailers are allowed to open on Sundays if they are located in a tourist or in a high-density area as determined by an administrative decision. Certain shops including tobacco shops, florists, garden centres and furniture stores can remain open all day on Sundays. Stores in major tourist areas may also operate on Sundays. Shops selling food may operate on Sundays until 13:00.

According to the Macron Law, shopping areas (zones commerciales), touristic areas and international touristic areas would be established with the right to remain open on Sundays and evenings until midnight. Retailers operating within these areas would automatically be entitled to remain open on Sundays – subject, however, to the existence of a collective agreement under which the workers concerned will be compensated, and subject to Sunday work being strictly voluntary (Macron Bill, 10 July 2015).

A latest exemption allows home improvement (DIY) store workers willing to work on Sundays. Employer however has to provide workers at least double wages for working on Sundays, compensatory rest and provide guarantees in terms of job security and training opportunities.

Labour Code provides for a 20-minute rest break after maximum of 6 hours of work unless more favourable provisions are found in the collective agreements. Young workers are entitled to a 30-minute break after four and a half hours of work (Art. 3162-3 of Labour Code).

As for daily rest periods, every worker is entitled to at least 11 consecutive hours of rest per day. For young workers under 16 years, the daily rest period is at least 14 hours while for those aged 16-18 years, the minimum daily rest period is at 12 consecutive hours. (Art. 3132-2 and 3164-1 of the Labour Code).

04/13 EMPLOYMENT SECURITY

ILO Conventions

Convention 158 (1982) on employment termination

France has ratified the Convention 158.

Summary of Provisions under ILO Convention

The questions under this section measure the security or even flexibility or precariousness of an employment relationship. Although these are not clearly mentioned in a single convention (severance pay and notice requirement are provided in the Termination of Employment Convention No. 158) however, the best practices in the field require that employees be provided with a written contract of employment; workers on fixed term contracts should not be hired for tasks of permanent nature; a reasonable probation period (ideally lower than or equal to 6 months) may be followed to assess the suitability of an employee; a period of notice must be specified in an employment contract before severing the employment relationship; and workers be paid severance allowance on termination of employment relationship.

A contract of employment may be oral or written however workers should be provided with a written statement of employment at the start of their employment.

Fixed Term Contract workers must not be hired for permanent tasks as it leads to precarious employment.

A reasonable probation period must be allowed to let a worker learn new skills. A newly hired employee may be fired during probation period without any negative consequences.

A reasonable notice period, depending on the length of service of an employee, may be required before an employer may sever the employment relationship.

Employers may be required to pay a severance allowance on termination of employment (due to redundancy or any other reason except for lack of capacity or misconduct).

Regulations on employment security:

- French Labour Code, Consolidated Version

Written Employment Particulars

Employment contracts under the French labour law are generally for indefinite/open-ended period however, the French labour law allows for fixed term and temporary contracts. An employment contract is generally in writing however French labour law does not require the open-ended contract to be in writing (on the other hand, it is required under the law that fixed term contracts must be in writing). The permanent/indefinite term contract (CDI) may be oral, verbal or implied. If the contract is verbal, the employer is obliged to provide the employee a written document containing information contained in the statement addressed to the URSSAF while hiring an employee. The employer is however required to provide some basic information related to the employment relationship in writing including "name of the employer, date of hiring, job title, status, remuneration, working time, duration of the trial period, applicable collective agreement, etc. Except for indefinite term full time contract (CDI), all other contracts including contract of indefinite duration part-time, fixed term contract (CDD), part-time work contract, contract of intermittent work, temporary contract, professionalization contract, and the apprenticeship contract are required to be in written form. The contract of employment must be written in French and its main terms (related to remuneration and working time) cannot be amended with employee's consent. The Law also requires that with the hiring of an employee, the

employer should declare that employee to the Social Security Authorities office (URSSAF), within the 8-day period preceding the start of employee's work with the employer by the way of declaration of employment.

The Labour Code requires employers to provide the workers with one or more written documents containing the main information relating to the employment relationship.

A worker who has not received the information may bring the matter before a court after having served the notice to the employer.

A decree of the Council of State establishes the terms of application of this article, in particular the list of information that must be shared with the worker.

(Formation of Contract of Employment: Art. L1221 of Labour Code & [http://travailemploi.gouv.fr/informations-pratiques, 89/les-fiches-pratiques-du-droit-du, 91/contrats, 109/les-principalescaracteristiques, 976.html](http://travailemploi.gouv.fr/informations-pratiques,89/les-fiches-pratiques-du-droit-du,91/contrats,109/les-principalescaracteristiques,976.html))

Fixed Term Contracts

French labour Law prohibits hiring of fixed term contract workers for tasks of permanent nature. Maximum length of a single fixed term contract (including subsequent renewals) is 18 months (one and a half years). This duration may be extended to 24 months for work abroad or in some other specific circumstances indicated under Art. L1242-8 of Labour Code.

According to the Law on Social Dialogue and Employment (No. 2015-994; article 55),

there is a possibility to renew temporary agency work assignments twice (as well as fixed-term contracts - contrat à durée déterminée, CDD). However, the total duration of the tenure (including renewals) remains unchanged. Prior to this change, the French Labour Code only allowed for one single renewal, and an 18-month limit to the total duration of the assignment (renewal included), with some exceptions as detailed below. Any assignment still ongoing on the date of publication of the law, as well as any assignment that started after 19 August 2015 can be renewed twice as long as the total duration of the tenure including renewals stays within the maximum duration.

In France, the use of temporary agency workers (and the same applies to CDDs) is limited to the following situations (Article L1251-6, Labour Code):

- Replacement of absent workers;
- To deal with a temporary surge in activity;
- Seasonal work, or sectors that do not traditionally hire on a permanent basis;
- Replacement of a business owner

Assignments are usually limited to 18 months (including renewals), but can last up to 24 months under certain circumstances (Labour Code, Article L1251-12), including the temporary replacement of an employee whose role will no longer exist in the company; the end-user is dealing with an order placed by a foreign customer, and the work requires 'disproportionate means' such as a much larger workforce, and/or skills that are not present in the company; the assignment is based abroad.

A fixed-term contract must be in writing and clearly stipulate the precise reason for

which it is concluded. The Labour Code contains an exhaustive list of the circumstances under which the employer may use fixed-term contracts which include replacing an absent employee, pending the start of work of a newly hired employee, temporary increase in the business activity, seasonal work, etc. (Art. L1242 of Labour Code)

The earlier legislation provided for defensive agreements when the company faced financial difficulties and such agreements allowed to change working time and wages. In order to support employment creation, the new El Khomri Law provides for offensive agreements which allow a company to expand its business. This employment creation agreement can be applied for two years. And if a worker refuses to work under such agreement, he/she is dismissed on the grounds of redundancy (rather than on personal grounds) and is eligible for job center support co-financed by the employer. The El Khomri law allows for special employment contracts and mentoring schemes for helping the at-risk youth to find employment and become independent adults.

Under the September 2017 reform in the Labour Code, rules applicable to the fixed term and temporary contacts can now be eased by the sectoral agreements. The conditions linked to the duration, number of possible renewals, and waiting period can now be fixed at the branch level.

Under the reform, project-based employment contracts can be concluded. Such contracts are already in use in the construction sector. These will be indefinite-term contracts expressly linked to the completion of a project and these can be terminated on the completion of project.

The sectoral agreements can authorize the use of such contracts in any business sector now.

In line with Article 53 of Law No. 2018-771, a single fixed-term contract or a single temporary employment contract to replace several employees can be concluded (on experimental basis only). The period of experimentation is set from 01 January 2019 to 31 December 2020. Under the new law, it would be possible to conclude a single fixed-term contract or a single temporary employment contract to replace several employees who are absent. The law however specifies that this experiment may not result in permanently filling a job related to the normal and permanent activity of the company.

In line with article 116 of the Law No. 2018-771, permanent temporary contracts are defined. This type of contract allows a temporary work agency to conclude an open-ended or indefinite contract with the employee for the performance of successive assignments. Each new assignment leads to a secondment contract between the temporary employment agency and the user enterprise.

The permanent temporary contract must be concluded in writing and includes the following information: identity of the parties; conditions relating to working time, in particular night work; a description of the jobs corresponding to the employee's qualifications; probation period, if applicable; amount of guaranteed minimum monthly wage; hours during which the employee must be reachable during periods when she is not involved in an assignment; and the obligation to provide the employee with an engagement letter for each assignment she performs.

Probation Period

The trial/probationary period allows the employer to assess the skills of the employee in his work, particularly in view of his experience, and the employee to determine whether the new job suits him.

The permanent employment/indefinite term employment contracts have a trial period with the following maximum limits for different categories of workers:

- i. 02 months for workers and employees;
- ii. 03 months for supervisors and technicians;
- iii. 04 months for executives

The trial/probationary period may be renewed once if an industry wide agreement so provides. This agreement sets out the conditions and terms of renewal. The possibility of renewal has to be expressly mentioned in the employment contract. The duration of trial period including renewals thus may not exceed:

- i. 04 months for workers and employees;
- ii. 06 months for supervisors and technicians;
- iii. 08 months for executives

For fixed term contract workers, the probationary/trial period may not exceed:

- i. one (1) day per week within the limit of two weeks for an initial term contract of maximum 6 months;
- ii. up to one (1) month for more than six-month contracts

Source: (Art. L1221-19to26 on Test Period from Labour Code)

Notice Requirement

An employment relationship terminates on resignation by the employee, mutual agreement between the parties, dismissal (for personal or economic reasons), retirement or end of a fixed term contract.

Unless a collective bargaining agreements or employment contract provides otherwise, either party without any restrictions during the probationary period can terminate an employment contract. However, minimum notice period is as follows:

- i. 24 hours when a worker has worked for 8 days;
- ii. 48 hours when a worker has worked between 8 days and one month;
- iii. 14 days when a worker has worked for one month; and
- iv. 30 days when a worker has worked for 3 months

A longer notice period to terminate a contract during probationary period may be provided under the collective bargaining agreement.

The fixed term contracts are usually not terminated before their agreed duration and these automatically expire at the end of such duration. However, a fixed term contract may also be terminated before the end of agreed term in following circumstances:

- i. mutual agreement of the parties;
- ii. gross misconduct;
- iii. force majeure; and
- iv. at employee's initiative

Two types of dismissals are recognized under the French Labour Code. An open-ended employment contract may be terminated for personal reasons (reasons

related to an employee's person like his behaviour/conduct or performance) or economic reasons (reasons related to economic difficulties and technological transfers dealt under redundancy/collective lay-offs). The new law precisely defines the grounds for economic dismissals (redundancies) based on the quarters of declining sales and the number of workers employed by a company. The decrease in sales must be for at least one quarter for a company with less than 11 employees, two consecutive quarters for 11-49 employees, three consecutive quarters for a company with 50-299 employees; and four consecutive quarters for a company with 300 or more employees.

The fundamental requirement is these dismissals must be justified by a serious and genuine cause. Notice period has to be observed whenever a permanent/indefinite term contract is terminated. However, no notice period has to be observed when dismissal is based on grave or serious misconduct. For tenures of less than 6 months, notice period has to be defined by law, collective agreements or customs of the trade. The minimum mandatory notice period is:

- i. One month for tenure of more than 6 months but less than two years; and
- ii. Two months for tenure of at least two years

Different and more favourable notice period may be provided under collective bargaining agreement, employment contract or customs of the trade. The higher notice periods provided under collective bargaining agreements are dependent on an employee's status (type of work) and tenure of employment.

In the absence of required notice, an employee is entitled to pay in lieu of notice. Employer has to include in the dismissal letter the justifications for dismissal at his own initiative or at employer's request. Employee can request additional information regarding his/her dismissal within 15 days of receiving the dismissal notification. A 2017 decree (No. 2017-1820) now provides for a model dismissal letter.

Source: (Title III: Breach of Permanent Contract of Employment Art. L1221, L1233, L1234 of Labour Code)

Severance Pay

On the end of fixed term contract, if it does not continue into a permanent contract, an employee is entitled to a specific end of contract indemnity equal to 10% of the gross salary received during the entire contract. The same amount of indemnity is due to the worker if a fixed term contract is terminated prematurely. Earlier, the minimum statutory severance payment was 20% (1/5) of the average monthly salary per year for the first 10 years of service. Under the September 2017 reforms in the Labour Code, the percentage has been raised to 25% (1/4).

As for the indefinite term contracts, workers are entitled to severance pay with at least one year of interrupted service except in cases of serious misconduct. The statutory minimum severance pay is based on an employee's seniority as follows:

- i. 1/4th (0.25) of the average monthly remuneration per year of service for employees with one year of service or more; and
- ii. 1/3rd (0.33) of the average monthly remuneration per year of service beyond 10 years (as additional compensation)

The basic formula to calculate severance payment is as follows

= (1/4 X average monthly earnings) X number of years of servicefor less than 10 years of service

= {(1/4 X average monthly earnings) X number of years of service} + {(1/3 X average monthly earnings) X number of years of service beyond 10 years}....for greater than 10 years of service.

An employee with average monthly salary €1,500 with 15 years of service would be entitled to such severance payment:

= {(1/4 X 1,500) X 10} + {(1/3 X 1,500) X 5}
= {3750} + {2500}= €6250

Earlier, the labour courts could award unlimited damages for an unfair dismissal, the minimum amount for a worker with two years' service was 6 months' pay. Under the September 2017 reform of the Labour Code, both minimum and maximum amounts have been specified. The minimum amount is reduced to three months' salary for service of two years or more. The maximum amount ranges between 3.5 months of gross salary (for two years of service) and 20 months of gross salary (for 30 years of service or more). A lower minimum and maximum amount are applicable to enterprises with less than 11 workers. The minimum duration of employment to receive severance pay is set as 8 months (earlier the eligibility period was 12 months).

Source: (Art. L1235, L1243-8, L1234-9 to 11 of Labour Code, Art. R1234-2 of Labour Code); <http://travail-emploi.gouv.fr/droit-du-travail/rupture-de-contrats/licenciement/article/l-indemnite-legale-de-licenciement>; Decree No. 2017-1398 of 25 September 2017

05/13 FAMILY RESPONSIBILITIES

ILO Conventions

Convention 156: Workers with Family Responsibilities Convention (1981) Recommendation 165: Workers with Family Responsibilities (1981)

France has ratified the Convention 156 only.

Summary of Provisions under ILO Convention

Paternity leave is for the new fathers around the time of childbirth and is usually of shorter duration.

Recommendation (No. 165) provides for parental leave as an option available to either parent to take long leave of absence (paid or unpaid) without resigning from work. Parental leave is usually taken once the maternity and paternity leave have been exhausted. For working parents, laws may define the portion of parental leave that has to be compulsorily taken by fathers or mothers.

Flexible Work Option for Parents / Work-Life Balance Recommendation 165 asks the employers to look into the measures for improving general working conditions through flexible work arrangements.

Regulations on family responsibilities:

- French Labour Code, Consolidated Version

Paternity Leave

The Social Security Financing Law, adopted in December 2020, extends the paternity leave for employees and self-employed persons. The paternity leave was earlier 14 and 21 consecutive days in case of single and multiple births, respectively. Pursuance to the above amendment, paternity leave is increased to 28 calendar days and 35 calendar days in case of single and multiple births respectively. The above paternity leave duration includes 3 days of authorized absence, paid by the employer on the birth of a child.

The compulsory paternity leave is however seven consecutive days (3 days (paid by employer) + 4 days (paid by social security institution) in which employer is prohibited to engage the worker in employment. The non-compulsory leave (21 or 28 days, depending on single or multiple births) may be split into two periods of a minimum duration of five days each. Paternity leave can now be taken within six months of the birth of a child. Earlier, the period was four months.

While the first three days are paid by the employer, the remaining days of paternity leave are paid by the French social security administration. The law came into force from 1 July 2021.

Worker must inform the employer at least one month before the expected date of birth. Availing paternity leave leads to the suspension of the employee contract

(Article L1225-35). Paternity leaves can be taken within six months after the child's birth (Article D1225-8). At the end of the leaves, worker will find the same or similar job with at least equivalent salary (Article L1225-36). Paternity leave may be postponed beyond six months in the following cases:

- i. child's hospitalization in which case the leave may be taken within six months after the end of hospitalization; and
- ii. death of the mother: the leave is taken within six months after the end of leave granted to the father under Art. L1225-28 of Labour Code (10 weeks leave is available to a father on the death of a newborn's mother)

Under the Gender Equality Act of 4 August 2014, fathers cannot be dismissed from employment in the four weeks following the birth of their child and are also allowed the right for more paid leaves if the mother is pregnant in order to attend three obligatory exams. Dismissal is allowed only in the case of gross negligence or the inability to comply with the contract for a reason other than the birth of a child.

Sources: Article 9 of the Gender Equality Act of 4 August 2014; Article L1225-4-1, L1225-35 and L. 3142-1 of the Labour Code

Parental Leave

Labour Code provides for the parental leave. Parental leaves are granted for an initial period of one year, which may be extended twice i.e., until the third birthday of the child (Article L1225-48). When parental leave immediately follows maternity leave or adoption leave, the employee has to notify the Employer at

least one month before the expiry of the leave. Otherwise, the information is given to the employer at least two months before the start of parental leave. The qualifying condition is that the worker must have the seniority of at least one year in the organization at the date of birth of the child or the date of arrival of child in the house in case of adoption.

A worker is entitled to parental leave if their child is suffering from an illness, a disability or had an accident of a particularly serious nature, requiring sustained presence and care. Such leave can be granted for a maximum of 310 working days over a period of three years. It entitles the worker to a daily parental allowance paid by the Family Allowance Fund. Law No. 2019-180 has several measures regarding employees with family care duties, facilitates access to parental leave and stipulates that a daily parental allowance shall be paid. A medical certificate from child's physician must attest to the gravity of the situation.

Workers are entitled to unpaid leave for a maximum period of 3 days per year in the event of illness or accident of a child under the age of 16 years. The illness or accident must be documented by a medical certificate. The leave duration is increased to 5 days if the child is under the age of one year or if the worker is responsible for three or more children under the age of 16.

Source: Article L1225-47 to 60 & Article L. 1225-62 to L. 1225-65 of Labour Code; Article L. 544-1 et seq. of the Social Security Code

Flexible Work Option for Parents / Work-Life Balance

There is no specific provision of flexible

working time for employee with minor children however the Labour Code allows for "part time work" in place of parental leave when a child is under 3 years of age. In case of adoption of a child below 3 years of age, this arrangement can be availed until child's third birth anniversary of arrival in the household. The part time work is minimum 16 hours of work per week.

The September 2017 reform in the Labour Code makes telecommuting a right of workers. A collective agreement can define the rules applicable to teleworking in the company. In the absence of such agreement, a charter may be drawn up by the employer after obtaining the opinion of the social and economic committee, if it exists in the enterprise.

Law No. 2020-692 of 8 June 2020, while aiming to improve workers' rights and support for families after the death of a child, establishes a right to bereavement leave for a worker and makes various provisions protecting the worker in case of the death of a child. The right to bereavement leave is applicable to all such deaths happening after 01 July 2020. The newly added article (L3142-1-1 of the Labour Code) establishes a fully paid eight-day bereavement leave in the event of the death of a child under the age of 25 years or of a person under the age of 25 years in the worker's effective and permanent charge. The bereavement leave can be taken within one year of the death of the child. Worker, wishing to avail the bereavement leave, must inform the employer at least 24 hours before the start of each period of absence. Some part of the cost of leave is covered by the social security. No employer can terminate the employment contract of a worker during the thirteen weeks following the death of such worker's child under the age of twenty-five or for whom the worker is

effectively and permanently responsible except where termination of employment is unrelated to the death of the child.

Article L3142 of the Labour Code provides for a minimum of 5 days leave in the event of the death of a child. The leave is seven working days when the child is less than 25 years old and regardless of his age if the deceased child was a parent or in the event of the death of a person under the age of twenty-five the worker's effective and permanent charge.

Source: Article L1225-47 to 60 and L3142 of Labour Code

06/13 MATERNITY & WORK

ILO Conventions

An earlier Convention (103 from 1952) prescribed at least 12 weeks maternity leave, 6 weeks before and 6 weeks after birth. However, a later convention (No. 183 from year 2000) requires that maternity leave be at least 14 weeks of which a period of six weeks compulsory leave should be after childbirth.

France has not ratified the Conventions 103 and 183.

Summary of Provisions under ILO Convention

During pregnancy and maternity leave, a worker should be entitled to medical and midwife care without any additional cost.

During pregnancy and while breastfeeding, a worker should be exempt from work that might bring harm to you or your baby.

The total maternity leave should last at least 14 weeks.

During maternity leave, a worker's income should amount to at least two thirds of your preceding salary.

During pregnancy and maternity leave, a worker should be protected from dismissal or any other discriminatory treatment.

Workers have the right to return to same or equivalent position after availing maternity leave.

After childbirth and on re-joining work, a worker must be allowed paid nursing breaks for breast-feeding the child.

Regulations on maternity and work:

- French Labour Code, Consolidated Version

Free Medical Care

No maternity related statutory benefits are provided under labour laws. During a period starting 4 months before the expected date of birth and ending 12 days after the birth, the Maternity Insurance covers the totality of medical expenses, pharmaceuticals, laboratorial analysis and examinations, and hospitalisation related or not to pregnancy, childbirth or its aftereffects. The Maternity Insurance also covers (non-exhaustive list): pathological situations noted by a midwife as from the first antenatal examination; if necessary, a medical examination of the future father; a HIV test; and other medical expenses, pharmaceuticals, laboratorial analysis and examinations, apparatuses and hospitalisation related to pregnancy, childbirth or its after effects.

Source: Social Security Code L331-2, Public Health Code L21222, Decree Regarding the Period of Maternity Insurance 1

No Harmful Work

Pregnant women and women who have given birth to a baby should not work in night shifts if according to the health practitioner it is not compatible with her condition (Labour Code L1225-9, L1225-10). She should not work in hazardous conditions where she is exposed to the carcinogenic, mutagenic or poisonous agents Labour Code R4412-6, R4412-61, R4412-65, R4423-4, R4624, 19). The employer must propose work, which is compatible with her state without any

change in her wages. The employer must propose another job, which is compatible with her state. She should be transferred temporarily during pregnancy on the approval of medical practitioner. In case, the employer is not able to propose another suitable job to a pregnant worker or a worker who has recently given birth who is employed in night work or in work, that exposes her to a risk, she is entitled to a paid leave. During this time, the worker is entitled to remuneration consisting of a daily allowance from social security and a remuneration complement from the employer.

(Labour Code L1225-7, L1225-9, L1225-10, L1225-12, L 1225-13, L1225-14, L1225-15). She should not get involved in arduous work (Labour Code R4541-9, D4152-12), work involving exposure to biologically, chemically or physically hazardous agents (Labour Code D4152-10, D4152-3, D4152-5, D4152-6, D4152-7, D4152-8, D4152-9) or work involving physical strain (Labour Code §§ R4444-1, R4444-2, R4444-5)

Maternity Leave

In general, workers are entitled to 16 weeks (6 weeks before and 10 weeks after birth) of maternity leave. A worker may choose to take 6 weeks leave before confinement and 10 weeks after the confinement (Article L1225-17). Eight weeks of the maternity leave are compulsory, of which at least 6 weeks must be taken after childbirth (Article L1225-29). Maternity leave may be extended on medical grounds arising out of pregnancy and confinement by a maximum of two weeks before and 4 weeks after the birth (Labour Code L1225-21, L1225-22, L1225-23).

For the third and subsequent children (if

women already have two or more kids), the duration is extended to 8 weeks before and 18 weeks after the expected date of birth (26 weeks). In the case of twin births, prenatal leave is extended to 12 weeks while post-natal leave is extended to 22 weeks (34 weeks). For multiple birth (more than two children at the same time), prenatal leave is extended to 24 weeks and post-natal leave to 22 weeks (46 weeks). Adoption leave is ten weeks, or 22 weeks for the adoption of more than 1 child. If the adopted child is at least the third child in the household, the leave period is extended to 18 weeks.

Income

During the term of maternity leave (16 weeks in general cases; 26 weeks for the third and subsequent children; 34 weeks for twin births and 46 weeks for triplet or more births), workers are paid a maternity allowance which is equal to the average daily wage (100%) of three-month period preceding pre-natal leave up to the quarterly social security ceiling after deduction of employee's share of statutory social security contributions and taxes. Maternity leaves results in no reduction in pay and is treated as actual working period for determining the duration of paid leave and for legal or conventional rights acquired by the employee in respect of his seniority in the company (Article L1225-16). For the duration of maternity leave and any extension thereof the worker is entitled to cash maternity benefits. The daily cash benefit is equal to the basic wage up to a ceiling fixed by social security. The basic daily wage is normally calculated based on the three preceding monthly wages (after deduction of social contributions) (Social Security Code L331-3, L331-4, L331-5, L331-6, R3234). The benefit is funded through

health insurance and financed from contributions from employers and employees.

Protection from Dismissals

Dismissal is prohibited during pregnancy, where this has been medically certified, during maternity leave (whether or not the worker uses the right to take the leave) as well as during four weeks after the end of maternity. Dismissal is nonetheless permitted in case of a serious fault of the worker unrelated to pregnancy, or when the employer is unable to maintain the contract of employment for reasons unconnected with pregnancy. However, the dismissal or notice of dismissal may not take place during the periods of maternity. Dismissal is invalid if, the worker provides to the employer within 15 days as to the day of notice of dismissal, either a medical certificate attesting her pregnancy. The above provisions do not affect the expiry of a fixed-term contract (Article L 1225-4 & L 1225-5).

Right to Return to Same Position

Right to return is guaranteed under the Labour Code and a worker is entitled to return to her previous position or similar job with at least same rate of remuneration after availing maternity/paternity/adoption/parental leave. Employee is also entitled to wage adjustments granted during the period of his/her leave.

Source: Article L1225-25, 26, 36, 43, 44 & 55 of Labour Code

Breastfeeding / Nursing Breaks

During one year following the date of birth, breastfeeding mothers are entitled to breastfeeding breaks of one hour per day during working hours. The employee may breastfeed her child in the facility. Every employer employing more than 100 workers is required to establish a special place for breastfeeding in the workplace or some nearby place.

Source: Article L1225-30 to 33

07/13 HEALTH & SAFETY

ILO Conventions

Most ILO OSH Conventions deal with very specific Occupational Safety hazards, such as asbestos and chemicals.

Convention 155 (1981) is the relevant general convention here.

Labour Inspection Convention: 81 (1947)

France has ratified the Convention 81 only.

Summary of Provisions under ILO Conventions

The employer, in all fairness, should make sure that the work process is safe.

The employer should provide protective clothing and other necessary safety precautions for free.

Workers should receive training in all work-related safety and health aspects and must have been shown the emergency exits.

In order to ensure workplace safety and health, a central, independent and efficient labour inspection system should be present.

Regulations on health and safety:

- French Labour Code, Consolidated Version

Employer Cares

An employer is required to take all the necessary measures to ensure the safety and protect the physical and mental health (Article L4121-1). The employer should assess the risk to the health and safety of the worker and implement preventive actions and methods of work and production to ensure a better level of protection of the health and safety of workers (Article L4121-3).

It is also the responsibility of a worker to take care of his health and safety as well as that of other persons affected by his acts or omissions at work, according to the instructions and trainings given to them (Article L4122-1).

Free Protection

Provision and maintenance of personal protective equipment is employer's duty. The measures of health and safety at work should not involve any financial burden for workers (Article L4122-2). Employers are required to provide workers, as necessary, appropriate personal protective equipment and, when particularly dirty or unsanitary nature of the work demands, the appropriate work clothes. Employer also has to ensure its effective use.

Source: Art. R4321-1 to 5; Article R4323-95; http://www.legifrance.gouv.fr/affichCode.do?sessionId=5296835A6EB12E712107392CF410D8AC.tpdjo09v_1?idSectionTA=LEGISCTA000018531316&cidTexte=LEGITEXT00006072050&dateTexte=20150601

Training

Employers are required to promote the training of staff on health and safety at work, particularly with regard to the prevention of specific risks of certain assignments (Article L4141-1). Every employee has to receive, at the initiative of the employer, practical and appropriate training in safety, when hired and whenever necessary, for example, in case of change of job or introduction of new technology, or at the request of the doctor, after a work stoppage for a period of at least 21 days. The same training obligation lies with the employer in respect of temporary workers bound by a contract of employment with the exception of those who called for execution of urgent work and already have the necessary qualification to perform the work. The extent of the obligation to provide information and safety training varies depending on the size of the institution, the nature of its business, the nature of the risks that are identified and the type of employed workers. Workers cannot be charged for safety related training and it is the responsibility of employer to fund this training. (Art. L4141-1 to 4 of Labour Code)

Labour Inspection System

The French Labour Inspection system is quite complex as different public entities and agents intervene in such issues. The central authority in the labour inspection system in France is General Labour Directorate (DGT). The Labour inspection services are provided at the regional level through Regional Directorates in the enterprise, competition, consumption, labour and employment (DIRECCTE) and at the departmental level through Territorial Units and Labour Inspection sections. The

major legislation related to labour inspection system is Decree n° 2006-1033 of 22 August 2006 on the establishment of the DGT; Inter-ministerial Circular No. 2008-18 of 10 October 2008 on the territorial organization of labour inspection in connection with the merger of services; and Decree No. 2008-1503 of 30 December 2008 merger of the three labour inspections in one body. Decree No. 2013-875 has reformed the labour inspector system, thereby leading to reorganization of the existing system and extension of its powers. In particular, the power of the labour inspectors to close dangerous workplace which previously extended only to construction and public sectors by virtue of the Labour Code art. L. 4731-1 will now be applicable on all businesses.

08/13 SICK LEAVE & EMPLOYMENT INJURY BENEFIT

ILO Conventions

Convention 102 (1952), Conventions 121 (1964) and 130 (1969) concerning Social Security, Employment Injury Benefits and Medical Care and Sickness Benefits

France has ratified the Convention 102 only.

Summary of Provisions under ILO Conventions

A worker's rights to work and income should be protected when illness strikes. The national labour law may provide that sickness benefit may not be paid during the first 3 days of your absence. Minimally, a worker should be entitled to an income during first 6 months of illness. This income should be at least 45 per cent of the minimum wage. (Countries are free to opt for a system which guarantees 60 per cent of the last wages during the first 6 months of illness or even during the first year). A worker must be entitled to paid sick leave.

During illness, a worker should be entitled to medical care without any additional cost. Employees and their family members should have access to the necessary minimal medical care at an affordable cost.

During the first 6 months of illness, a worker should not be fired.

If a worker is disabled due to an occupational disease or accident, he/she must receive a higher benefit. In the case of temporary or total incapacity/disability, a worker may at least be provided 50% of his average wage while in the case of fatal injury, the survivors may be provided with 40% of the deceased worker's average wage in periodical payments.

Regulations on sick leave & Employment Injury Benefits:

- French Labour Code, Consolidated Version

Income

Workers are entitled to pay sick leave in France. The Labour Code however does not mention a specific number of days of sick leave rather an employee can be absent from work whenever he/she is sick and has a doctor's note to justify his absence from work. In the case of illness requiring absence, employee's doctor must provide the employee with a sick leave certificate (avis d'arrêt de travail) which must be forwarded to both the Social Security and the Employer within 48 hours of the original medical appointment with the doctor or the employee may risk losing the right to paid medical leave.

During the term of sick leave, a worker may be paid through social security, employee's provident fund and sometimes from the employer. The general principle is that an employee with at least one year of service with the company is entitled to paid sick leave in the event of sickness and availability of sick leave certificate. The period for which employee is paid during sick leave varies according to the employee's tenure with the organization and the total duration of absence.

The sickness benefit is paid for a period up to six months if the insured workers have at least 200 hours of employment in the last 03 months. It is payable for more than six months but less than three years with at least 800 hours of employment in the last 12 months. Unemployed people on benefit

may also claim sickness benefit. The daily sickness benefit is payable from the fourth day of absence from work. It is equal to 50% of the daily wage of the last 3 months (subject to certain ceilings) during the first 30 days of sickness; from 31st day onward, the daily sickness benefit for workers with three or more dependent children is 66.67% of the daily wage. The daily sickness benefit is paid up to 360 days in a 3- year period. In the case of chronic/serious and prolonged illness, the total payment period is 3 years.

Medical Care

Medical and paramedical expenses, general and specialist care, hospitalization, medicine, optical and dental care, orthopedic appliances and transportation costs are covered by health benefits in kind. Insured persons are entitled to such health benefits both for themselves and for dependents not covered by any social security scheme. The insured person pays directly for these services and is later reimbursed by the local sickness fund. Patient also has to pay for some costs through the co-payment method.

Source: (ISSA Country Profile)

Job Security

Employment of a worker is secure during the period of sickness and a disease/sickness does not in itself constitute valid grounds for dismissal, however, repeated absence or prolonged illness disrupting the operation of business, can be a real and serious issue of dismissal. The worker must be declared unfit by the doctor. Collective Bargaining agreements usually set a longer protection period during which it is forbidden to terminate an employee due to illness. The employer may

temporarily replace an absent sick employee by an employee hired under fixed-term contract or temporary contract. If the sickness and absence goes beyond that protection period, the employee then is dismissed after employer has demonstrated that this employee needs to be replaced permanently.

Source: (http://travail-emploi.gouv.fr/informations-pratiques,89/les-fiches-pratiques-du-droit-du,91/sante-conditions-de-travail,115/les-absences-liees-a-la-maladieou,1057.html&usg=ALkJrhiLq3KfaXfF_yJbw5Q5cDeRxWhXdw)
(Art. L1226-2 to 4 of Labour Code)

Disability / Work Injury Benefit

Work injuries are divided into four categories: (i) permanent total incapacity (ii) permanent partial incapacity (iii) temporary incapacity and (iv) fatal injury leading to death of a worker.

There is no minimum qualifying period for access to benefits under work injuries. Accidents that occur while commuting to and from work are not covered.

In the event of partial (10% for employed persons and 30% for farmers) and partial permanent disability, workers are entitled to a pension. The amount of pension depends on the earnings during the preceding 12 months and the degree of permanent disablement. When the injured person has a permanent partial disability rating of at least 80% and is unable to perform activities of daily living, they qualify for a 40% increase of their permanent disability pension.

Temporary disability benefit (daily allowance) is provided from the first day of incapacity until recovery or certification of permanent disability. The maximum daily allowance is 60% of the gross daily earnings for the first 28 days and then 80% of the gross daily earnings for the later period, up to a limit of 0.834% of the annual social security ceiling.

In case of fatal injury leading to death of a worker, survivor's pension is paid. Eligible survivors include a spouse, partner or the person linked to the victim by a civil solidarity pact (PACS), children under 20 years of age and, in some circumstances, to the parents of the deceased insured person. They are equal to a percentage of the annual earnings of the deceased insured person. This percentage amounts to 40% for the spouse (60% in some cases), 25% each for the first two children and 20% for each additional child (full orphans receiving 30%) 10% for each dependent parent up to 30% in some cases.

The total value of pensions granted to survivors of a victim of an accident at work may not exceed 85% of the deceased person's annual earnings.

Source: European Commission and <http://www.issa.int/>, <https://www.ameli.fr/assure/remboursements/pensions-allocations-rentes/invalidite>

09/13 SOCIAL SECURITY

ILO Conventions

Social Security (minimum standards): Convention 102 (1952). For several benefits somewhat, higher standards have been set in subsequent Conventions

Employment Injury Benefits: Conventions 121 (1964),

Invalidity, Old age and survivors' benefits: Convention 128(1967)

Medical Care and Sickness Benefits: Convention 130 (1969)

Unemployment Benefits: Convention 168 (1988).

France has ratified the Convention 102 only.

Summary of Provisions under ILO Conventions

In the normal circumstances, the pensionable age may not be set higher than 65 years of age. If retirement age is fixed above 65 years, it should give “due regard to the working ability of elderly persons” and “demographic, economic and social criteria, which shall be demonstrated statistically”. Pension can be set as a percentage of the minimum wage or a percentage of the earned wage.

When the breadwinner has died, the spouse and children are entitled to a benefit, expressed as a percentage of the minimum wage, or a percentage of the earned wage. This must at least be 40% of the reference wage.

For a limited period of time, the unemployed has a right to unemployment benefit set as a percentage of the minimum wage or a percentage of the earned wage.

Invalidity benefit is provided when a protected person is unable to engage in a gainful employment, before standard retirement age, due to a non-occupational chronic condition resulting in disease, injury or disability. Invalidity Benefit must at least be 40% of the reference wage.

Regulations on social security:

- French Labour Code, Consolidated Version

Pension Rights

Pension system is based on Basic Scheme and Compulsory Supplementary Pensions.

From September 2023 onward, the retirement age in France is increased from 62 to 64 years. The change is however gradual, increasing by three months per year from September until 2030. The number of years of contributions for an entitlement to full pension also increase from 41.5 to 43 years by 2027. A worker born at the end of 1961 is subject to a legal retirement age of 62 years and three months, while a worker born from 1968 onwards will be subject to legal retirement age of 64. Some exceptions still exist for arduous or dangerous jobs.

An increase in minimum pensions of up to €100 is introduced. For workers with a full career of 172 quarters (43 years) who have been working full time and being paid at the minimum wage all life long (SMIC), they will receive a minimum pension of 85% of net SMIC, equivalent to €1,200.

Under the, the progressive early retirement is still an option, however the early retirement age will also gradually increase from 60 to 62 years. The qualifying period for entitlement to progressive early retirement is 150 quarters in one or more compulsory pension schemes.

The legal minimum retirement age is 60 years (rising gradually to 62 years by January 01, 2018 for those born after July 1951). The age of automatic entitlement t

pension is 65 years (and is rising gradually to age 67 by January 01, 2023 for persons born after July 1951). The current legal minimum retirement age in France is 62 years while retirement age with complete pension rights is 67 years.

Supplementary pensions are compulsory for all employee's subject to statutory old-age insurance, whether paid through the general social security scheme, the Agricultural Workers' and Farmers' Mutual Welfare Fund or the Miners' Scheme. For private-sector employees, supplementary pensions are administered by ARRCO (Association for Employees' Supplementary Schemes), covering all categories of employees (managerial and non-managerial), and AGIRC (General Association of Retirement Institutions for Executives) covering only managerial and executive staff. The minimum wage for entitlement to pension under these schemes is 67 years.

The amount of pension depends on the basic salary or Average Annual Earnings (on which contributions have been paid), the payment rate (37.5-50%), and the total period of insurance (160-166 quarters depending on the date of birth). One quarter's insurance is reached when the insured has remuneration equal to the amount of 200 hours of the minimum wage. From 60 to 62, to receive your old-age pension at the full rate (50%), a worker must have accumulated between 160 and 166 quarters in one or more basic retirement schemes (160 quarters for insured persons born before 1949; 166 for insured persons born in 1955). The 50% pension rate is awarded automatically, regardless of the insurance period, when the insured person reaches the age of 65 to 67.

There is also provision of early retirement pension, reduced rate pension and increase pension (esp. when deferred). Workers with many years of service who have a disability or who have worked in an unhealthy environment may claim their pension before reaching the minimum retirement age. If workers want to draw their pension before reaching the minimum retirement age and without qualifying the period of insurance for a full pension, they are eligible for a reduced rate pension. Individuals who have met all the requirements for eligibility of a full pension and continue working after the minimum retirement age are eligible for an increased pension rate. An increase in pension may also be awarded for raising children, dependent spouse or as a constant attendance allowance.

Source: (European Commission, http://www.cleiss.fr/docs/regimes/regime_france/an_3.html and <http://www.issa.int/>); Decree No. 2023-753 of 10 August 2023; Decree No. 2023-751 of 10 August 2023; Law No. 2023-270 of April 14, 2023 on corrective financing of social security for 2023

Dependents' / Survivors' Benefit

The Law provides for survivors' benefit (these include dependents including widow(er); divorced wife if not remarried. The deceased worker must be a pensioner and the survivor's income must be below the legal minimum salary (SMIC) and survivor must at least be at least 55 years old or disabled. The pension is 54% of the pension the deceased received or was entitled to receive if the survivor is at least 51 years old. A child supplement is also paid the surviving spouse if there is at least one dependent child under 16 years of age. A 10% increase in the pension is also given if

the survivor has raised at least three children.

Survivors are also entitled to a death grant as lump sum benefit, which is 90 times the daily wage with a minimum of 1% of the annual social security ceiling and a maximum equal to 3 times the monthly social security ceiling.

Source: European Commission, http://www.cleiss.fr/docs/regimes/regime_france/an_3.html and <http://www.issa.int/>

Unemployment Benefits

A 2022 Law modifies the French unemployment insurance system. The new legislation allows for variation of the duration of unemployment benefits depending on the situation in the labour market. If the unemployment is under 9% or has not increased by more than 0.8% over a three-month period, the duration of unemployment benefit is reduced by 25%.

Under the new law, a job seeker is disqualified for unemployment benefit in case of two rejections of permanent job offers following a fixed-term contract or temporary contract over the last 12 months for the same or similar job.

The Law also creates a presumption of resignation for worker who voluntarily abandon their job (rather than resigning for work) and do not return to work after having been given notice to justify their absence and to return within a time limit set by the employer.

Workers are entitled to an unemployment benefit if they are registered as jobseekers. A person should meet the following

requirements for being eligible to unemployment benefits. The worker should:

- have lost the job further to termination by the employer, the end of a fixed-term employment contract, termination by mutual agreement or resignation for a valid reason;
- be physically employable;
- be registered as a jobseeker with the "Pôle emploi";
- be actively seeking employment;
- have been registered with the scheme for a minimum period (at least 122 days (4months) in the last 28 months, or in the last 36 months for jobseekers aged 50 and over) before becoming unemployed; and
- be below the legal minimum retirement age (or the qualifying age for a full pension),

The amount of the daily unemployment allowance is either:

- 40.4% of the daily reference wage plus a fixed amount of €11.84;
- 57.4% of the daily reference wage if this is more advantageous for the claimant.

The net amount of the daily allowance cannot be lower than €28.86 or higher than 75% (up to a maximum of €245.04) of the daily reference wage. The payment period for the unemployment benefit depends on the prior period of insurance and the age of the jobseeker. Under a 2017 agreement, the age limit is raised from 50 to 53 years. The payment period is:

- i. 88 working days (4 months) minimum and 610 days (2 years) maximum for private sector employees under 53 years of age;
- ii. the maximum period of indemnity is 30 months for 53-54 years;
- iii. 36 months for workers aged 55 or old

Other than these, there is a Youth Guarantee scheme for those vulnerable youth aged between 16-25 years who are not in education or training or hob. This scheme is system of social protection and vocational training for young people who are at the risk of social marginalization and get them into employment. Under this, a 12-month contract is signed between the youth and the Local Mission where he is trained by an advisor. Under the scheme, an allowance of €472.37 is paid each month. Under the El Khomri Law, the scheme was extended to the whole country.

Source: European Commission and <http://www.issa.int/>; Law No. 2022-1598 on emergency measures relating to the functioning of the labour market aiming for full employment

Invalidity Benefits

To be entitled to invalidity benefit, the insured must be younger than the normal retirement age, have at least a 66.7% assessed loss of earning capacity in any occupation, with at least 12 months of coverage before the disability began and 800 hours of employment in the last 12 months, including 200 hours in the last three months. The pension is paid up to the age of 62 years at which disability pension is replaced by the old age pension. If a person is considered permanently disabled (even after passing of 360 days or 1095 days in case of long illness), the person is classified among the 3 following categories:

First Category: worker is still able to work however, learning capacity is reduced by at least 66%... the disability pension is 30% of the pensionable salary;

Second Category: worker is totally disabled and unable to earn a living... the disability pension is 50% of the pensionable salary;

Third Category: worker is totally disabled, unable to earn a living and needs assistance of a third person for everyday functions... the disability pension is 50% of the pensionable salary plus 40% for the assistance of a third person (constant attendance allowance)

Source: (European Commission and <http://www.issa.int/>)

10/13 FAIR TREATMENT

ILO Conventions

Convention 111 (1958) lists the discrimination grounds which are forbidden.

Convention 100 (1952) is about Equal Remuneration for Work of Equal Value.

Convention 190 (2019) is about elimination of violence and harassment in the world of work.

France has ratified the Conventions 100 and 111.

Summary of Provisions under ILO Conventions

At workplaces, equal pay for men and women for work of equal value is a must, regardless of marital status. Pay inequality based on race, colour, sex, religion, political opinion, national extraction/place of birth or social origin is also forbidden. A transparent remuneration system and the clear matching of pay and position should be in place and to help prevent wage discrimination.

Convention No. 190 recognizes the right of everyone to a world of work free from violence and harassment. It defines violence and harassment as “a range of unacceptable behaviours and practices, or threats thereof, whether a single occurrence or repeated, that aim at, result in, or are likely to result in physical, psychological, sexual or economic harm, and includes gender-based violence and harassment”. This definition covers physical abuse, verbal abuse, bullying and mobbing, sexual harassment, threats and stalking, among other things.

An employer can't discriminate against you on in any aspect of employment (appointment, promotion, training and transfer) on the basis of union membership or participation in union activities, filing of a complaint against an employer, race, colour, sex, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin, temporary absence due to illness, age, trade union membership, disability/HIV-AIDS, or absence from work during maternity leave. (Conventions 111, 156, 158, 159 and 183)

People have the right to work and there can't be occupational segregation on the basis of gender.

Regulations on fair treatment:

- Penal Code
- French Labour Code, Consolidated Version
- Loi N° 2014-873 du 4 août 2014 pour l'égalité réelle entre les femmes et les hommes

Equal Pay

Wage rates determined under the collective agreements must comply with the principle of equal pay for work of equal value. No person should consider sex or pregnancy with regard to compensation, training, assignment, qualification, classification, professional promotion or transfer. The work of equal value is a job that requires employees with a comparable set of professional knowledge or abilities. Knowledge can be validated by a degree, diploma or professional practice. Capacities may arise from experience, responsibilities or physical or nervous burdens associated with workstation. All criteria must be taken into account and not a single element. The principle of equal pay for equal work is also supported under article L3221-2 of the Labour Code of France.

Source: (Art. L1132-1, L1142-1, L3221 of French Labour Code)

Sexual Harassment

Sexual harassment is an act with a sexual connotation to which a person is subjected repeatedly, with the purpose or effect of violating their dignity or creating a hostile, degrading, humiliating or offensive environment. Sexual harassment of a person to obtain favours of a sexual nature

for the harasser or a third party is prohibited by French law. No employee on hiring, intern or professional training candidate may be disciplined, dismissed or discriminated against, directly or indirectly, for having been subject to or refused to be subject to, testifying or reporting such harassment. The head of the company must take all necessary steps to prevent sexual harassment.

In accordance with the general obligation of the employer to protect employees, as set out in Art. L4121-1 to 5 of Labour Code, employer must ensure the physical and mental health and safety of its employees and must include provisions on harassment in organization's internal policies and procedures. An employer is required to take all necessary steps to prevent the acts of sexual harassment. Employer is also required to discipline the employees who are guilty of harassment. An employer, on becoming aware of sexual harassment in the enterprise, must stop it, penalise the perpetrators, and take all necessary measures to prevent such situations in the future.

Penal sanctions are also possible against the harasser under the Penal Code. The perpetrator of harassment risks two years in imprisonment and a fine up to 30,000 euros. These sanctions are increased to three years in imprisonment and a fine up to 45,000 euros if the act is committed by a person abusing the authority conferred by his functions; harassment is done against a minor under 15 years; against a person who is particularly vulnerable to age, illness, infirmity, physical or mental disability or pregnancy; against a person whose vulnerability or dependency due to the precarious economic and social situation

and lastly if the act is committed by several person as perpetrators or accomplices.

Article 15 of the Law No. 2018-703 introduces the new offence of sexist insults. Sexist insults are defined under the law as any sexual or sexist comment or conduct that violates the other person's dignity because of its degrading or humiliating nature or which creates an intimidating, hostile or offensive environment against the other person. The offence may not be accompanied any act of sexual violence or exhibition, or any act of sexual or moral harassment. The offence is punishable by a fourth class fine.

Additional penalties can also be pronounced, such as the obligation for the offender to complete, at her own expense, a training course to fight sexism and raise awareness of equality between women and men.

Article 11 and 13 of the Law No. 2018-703 amend the definition of sexual harassment in Penal Code. Sexual harassment is defined generally as repeatedly making statements or conduct with a sexual or sexist connotation and violating her dignity because of their degrading or humiliating nature or creating an intimidating, hostile or offensive environment against the person. Sexual harassment now also includes such statements or conduct against the same victim by several persons, in a concerted manner or at the instigation of one of them, even though each of these persons has not acted repeatedly.

The Professional Future Law has amended that any company consist of 250 employees has to assign a referent who address and combat the issues related to sexual harassment.

Source: Art. 222-33 of Penal Code; Art. L1153 & L4121 of Labour Code; Loi N° 2014-873 du 4 août 2014 pour l'égalité réelle entre les femmes et les hommes; §104 of Freedom to Choose One's Professional Future

Non-Discrimination

In accordance with the Preamble to 1946 Constitution, no person may be prejudiced, in their work or employment, on the grounds of their origins, opinions and beliefs.

Article L1132-1 prohibits discrimination against employees, directly or indirectly, on the grounds of origin, sex, morality/habits, sexual orientation, age, family situation or pregnancy, genetic characteristics, membership or non-membership actual or supposed of an ethnic group, nationality or a race, political opinions, union activities, religious convictions, physical appearance, family name/surname, state of health or disability and place of residence (Introduced by the Act for Town Planning and Urban Cohesion adopted on 22 February 2014).

The general prohibition requires that no person may be denied access to recruitment process, internship or training course and no employee may be sanctioned, dismissed or subjected to discriminatory measures, direct or indirect, with regard to remuneration, training, appointment, qualification, rank, promotion, variation or renewal of contract on above mentioned grounds.

Labour Code requires an employer employing 20 workers to engage disabled workers as well.

Difference in treatment on the basis of age and incapacity established by the occupational physician because of health or disability should not be considered as a discriminatory act (Article L1133-2 & Article L1133-3). Also, the measures taken in favor of persons with disabilities and to promote equal treatment do not constitute discrimination (Article L1133-4).

Sexual harassment is also considered a form of discrimination under the Penal Code.

The breach of prohibition of discrimination is a punishable criminal offense if the employer refuses to hire, sanctions, dismisses a person on above grounds, or makes one of the above grounds a condition to apply for a job, internship or training course. Discrimination is punishable, under the Penal Code, by up to three years of imprisonment and a fine of €45,000.

The Employment Obligation of Disabled Workers has been amended by Professional Future Law to make it more effective. The companies with at least 250 employees have enforced the designation of “disability”. The law has modified that the recognition of the status of disabled worker will be given to the person whose disability is considered as irreversible and the period of reorganization will be between one to five years.

Source: Art. 225 of Penal Code, Art. 1132 & 5212-4 of Labour Code; The Professional Future Law of 2018;
[https://www.legifrance.gouv.fr/affichTexte.do?cidTexte=JORFTEXT000037367660&cat](https://www.legifrance.gouv.fr/affichTexte.do?cidTexte=JORFTEXT000037367660&categorieLien=id#JORFSCITA000037367679)
[egorieLien=id#JORFSCITA000037367679](https://www.legifrance.gouv.fr/affichTexte.do?cidTexte=JORFTEXT000037367660&cat)

Equal Choice of Profession

In accordance with the Preamble to 1946 Constitution, every person has duty to work and right to employment.

It is prohibited to employ pregnant or nursing women for preparation and packing of ester thioshoric or places where mercury or its compounds are used (Article D4152-9). In addition, the pregnant and lactating women should not be assigned tasks involving exposure to the agents that are toxic for them (Article D4152-10). It is prohibited in Article L4153-8 to employ young workers in tasks involving risks to their health, safety, morals or beyond their strength (Article L4153-8). Women are not allowed to carry more than 25 Kgs or greater than 40 Kgs using a wheelbarrow (Article R4541-9)

The law Freedom to Choose One's Professional Future has been introduced to lessen the pay margin between women and men. The company comprised of 50 employees has to define indicators and actions that have been implemented to decrease the wage gap (as mentioned in decree, unable to find the name of indicators). Employer has time of three years to comply with the found indicators; otherwise he has to pay penalty of 1% of his remuneration or earning.

Source: § 1142-7 to 1142-10 of Freedom to Choose One's Professional Future;
[https://www.legifrance.gouv.fr/affichTexteArticle.do?jsessionid=FEE204C82E91A564A3E268F5DB91F8F7.tplgfr24s_2?idArticle=J](https://www.legifrance.gouv.fr/affichTexteArticle.do?jsessionid=FEE204C82E91A564A3E268F5DB91F8F7.tplgfr24s_2?idArticle=JORFARTI000037367734&cidTexte=JORFTEXT000037367660&dateTexte=29990101&categorieLien=id)
[ORFARTI000037367734&cidTexte=JORFTE](https://www.legifrance.gouv.fr/affichTexteArticle.do?jsessionid=FEE204C82E91A564A3E268F5DB91F8F7.tplgfr24s_2?idArticle=JORFARTI000037367734&cidTexte=JORFTEXT000037367660&dateTexte=29990101&categorieLien=id)
[XT000037367660&dateTexte=29990101&ca](https://www.legifrance.gouv.fr/affichTexteArticle.do?jsessionid=FEE204C82E91A564A3E268F5DB91F8F7.tplgfr24s_2?idArticle=JORFARTI000037367734&cidTexte=JORFTEXT000037367660&dateTexte=29990101&categorieLien=id)
[tegorieLien=id](https://www.legifrance.gouv.fr/affichTexteArticle.do?jsessionid=FEE204C82E91A564A3E268F5DB91F8F7.tplgfr24s_2?idArticle=JORFARTI000037367734&cidTexte=JORFTEXT000037367660&dateTexte=29990101&categorieLien=id)

11/13 MINORS & YOUTH

ILO Conventions

Minimum Age: Convention 138 (1973)

Worst Forms of Child labour: Convention 182 (1999)

France has ratified the Conventions 138 and 182.

Summary of Provisions under ILO Conventions

At workplaces, children may not be forced to perform work that could harm their health and hampers their physical and mental development.

All children should be able to attend school. Once this is safeguarded, there is no objection against children performing light jobs between the ages of 12 and 14. The general minimum age is 15 years however developing countries may set this at 14 years. The minimum age for hazardous work, work that is likely to jeopardize the health, safety or morals of young persons, is 18 years. It can also be set at a lower level of 16 years under certain circumstances

Children should not be employed in a work that is likely to harm the health, safety or morals of children. It is considered one of the worst forms of child labour. The minimum age for such hazardous work is 18 years.

Regulations on minors and youth:

- French Labour Code, Consolidated Version

Minimum Age for Employment

Minimum age for employment is 16 years (Article L4153-1 of Labour Code). Between 16 and 18, the employee has to obtain a parental authorization to work and receive a salary. Derogations are allowed with the consent of the administration, notably for jobs in entertainment companies. There are a few exceptions for those enrolled in certain apprenticeship programs, doing light work during school holidays from the age of fourteen within the limits set forth by the law or working in the entertainment industry. A minor may only be assigned to light work that is not likely to harm their safety, health or development.

Minimum Age for Hazardous Work

Minimum Age for Hazardous Work is set as 18 years and children under the age of 18 years cannot be hired during night hours (Article L4153-8 & L3163-2). It is prohibited to employ young workers (under the age of 18 years) for certain categories of work exposing them to risks to their health, safety, morals and works beyond their strength. It is prohibited to employ young workers (between the age of 15 to 18 years) in works affecting their physical or moral integrity, work exposing acts or representations with pornographic or violent nature, work involving the preparation, use, handling or exposure to hazardous chemical agents, work involving exposure to mechanical vibration and radiation, and many other similar hazardous works.

Legislative Changes have been made to the aforementioned principles by recent decrees, which include the Decree No.2015-443 and Decree No. 2015-444. Under the former decree that came into effect on 2 May 2015, young people under the age 18 years who are participating in a professional training programme can be assigned to perform hazardous work provided the employer present a simple declaration in this regard to the labour inspector. Under the latter decree (Decree no.2015-444) the obligation of requiring an authorization from the labour inspector prior to assigning young people to perform hazardous work has been removed. The declaration submitted to the labour inspector must show the nature of work that is to be undertaken, along with the details of the company, the reason for undertaking, the prohibited work along with the promise of professional training that has to be given in the course of the employment. The employer will also be required to provide information about all the risks arising from such work after careful evaluation, whether the concerned person has been notified of the risks involved and what measures they have taken to prevent harm arising from such risks. The information must be transmitted to the labour inspector within 8 days following the assignment of the young person to perform the given work.

12/13 FORCED LABOUR

ILO Conventions

Forced labour: Conventions 29 (1930)

Abolition of Forced labour: Conventions 105 (1957)

Forced labour is the work one has to perform under threat of punishment: forfeit of wages, dismissal, harassment or violence, even corporal punishment. Forced labour means violation of human rights.

France has ratified both Conventions 29 & 105.

Summary of Provisions under ILO Conventions

Except for certain cases, forced or compulsory labour (exacted under the threat of punishment and for which you may not have offered voluntarily) is prohibited.

Employers have to allow workers to look for work elsewhere. If a worker is looking for work elsewhere, he/she should not be shortened on wages or threatened with dismissal. (In the reverse cases, international law considers this as forced labour).

If the total working hours, inclusive of overtime exceed 56 hours per week, the worker is considered to be working under inhumane working conditions.

Regulations on forced labour:

- French Labour Code, Consolidated Version

Prohibition on Forced and Compulsory Labour

In accordance with the Preamble to 1946 Constitution, every human being, without distinction of race, religion or creed, possesses sacred and inalienable rights. Art. 212-1 of Penal Code identifies enslavement as a crime against humanity. Taking into account the vulnerability or dependence of a worker, paying him no remuneration or less than what the work requires is a punishable offense with an imprisonment term up to five years and a fine of up to €150,000. Subjecting a person to inhuman working conditions is also punishable with similar imprisonment term and fine. Forcing a worker to perform work by violence or use of force perform work without compensation or at a much lower rate of compensation consideration the importance of work is punished by seven years imprisonment and fine up to €200,000. If a person whose vulnerability or dependence is apparent to the other is reduced to bondage, the offender is punished with ten years imprisonment and a fine up to €300,000. Higher penal sanctions are provided when the acts of forced labour or bondage are committed against several persons, minor or one or more children.

Source: (Art. 225-13 to 16 of Penal Code)

Freedom to Change Jobs and Right to Quit

Workers have the right to change jobs after serving due notice on their employer. (Article L1231-1 & L1234). This notice will depend on the notice period mentioned in the collective agreement, as there is no specific procedure with respect to the period of type of notification required. Although the workers are at liberty to terminate employment during probationary period, a minimum notice period has been provided and is as follows:

- 24 hours when a worker has worked for 8 days;
- 48 hours when a worker has worked between 8 days and one month;
- 14 days when a worker has worked for one month; and
- 30 days when a worker has worked for 3 months

A longer notice period to terminate a contract during probationary period may be provided under the collective bargaining agreement

Inhumane Working Conditions

The usual working hours are 35 hours per week. The Labour code has stipulated that the employees must not work more than 48 hours per week (Article L3121-35), an average of 44 hours per week during 12 consecutive weeks

Source: (Article L3121-36) and 10 hours per day (Article L3121-34)

13/13 TRADE UNION

ILO Conventions

Freedom of association and protection of the right to organize: Convention 87 (1948)

Right to Organize and Collective Bargaining: Convention 98 (1949)

France has ratified both Conventions 87 & 98.

Summary of Provisions under ILO Conventions

Freedom of association means freedom to join a trade union. This is part of the fundamental human rights. Employees may not be put at a disadvantage when they are active in the trade union outside working hours. The list of exclusions for sectors of economic activity and workers in an organization should be short.

Trade unions are entitled to negotiate with employers on term of employment without hindrance. The freedom of a trade union to negotiate with employers to try and conclude collective agreements is protected. (The ILO has a special procedure for handling complaints from unions about violation of this principle).

Workers have the right to strike in order to defend their social and economic interests. It is incidental and corollary to the right to organize provided in ILO convention 87.

Regulations on trade unions:

- French Labour Code, Consolidated Version

Freedom to Join and Form a Union

In accordance with the Preamble to 1946 Constitution, everyone may defend their rights and interests through union action and may belong to the union of their choice. An employee may freely join the trade union of his choice and cannot be rejected on the basis of any of the discriminatory grounds referred to in Art. L1132-1. People who have ceased their occupational activity may join or continue to join a trade union of their choice. A member of a trade union may leave union at any time. The right of association is recognized in all enterprises and trade union can organize freely in all enterprises. An employer may not consider union membership or exercise of trade union activity in reaching decisions regarding recruitment, vocational training, promotion, compensation, benefits, disciplinary measures and termination of employment. Anti- union discrimination is prohibited. Those who prevent workers from exercising their right of freedom of association are punishable by one-year imprisonment and €15,000 fine.

The September 2017 reform in the Labour Code plans to merge workers' delegates, works councils, and health and safety committees into a "social and economic committee". In companies with at least 300 employees, a health and safety commission will be created.

Under the 2017 reform (Ordinance N°2017-1386), a new single representative body, the Social and Economic Committee (SEC) is to replace the existing employee representative bodies (works council, staff

representatives, health and safety committee). The purpose is to simplify dialogue between employer and employees, by merging the staff representative bodies, as mentioned above, and enabling the parties to set the powers of the Committee via enterprise-level agreements. A company with at least 11 employees is required to have a Social and Economic Committee.

The Committee is comprised of the employer or a representative; employee representatives; and a trade union representative in companies with at least 50 employees (from one to five per trade union organization depending on the number of employees).

The Economic and Social Committee can present employees' individual and collective complaints to the employer (in companies with at least 11 employees). In companies with at least 50 employees, the Committee must be informed and consulted on a number of areas including the company's organization, management and general operations.

Source: (Article L2141, 2311-2315 of Labour Code, Art. 431-1 of Penal Code); <https://travail-emploi.gouv.fr/ministere/documentation-et-publicationsofficielles/guides/QR-CSE>, https://travail-emploi.gouv.fr/IMG/pdf/qr_comite_social_et_economique.pdf

Freedom of Collective Bargaining

Right to collective bargaining is guaranteed under the Preamble to 1946 Constitution and "All workers shall, through the intermediary of their representatives, participate in the collective determination of their conditions of work and in the

management of the work place”. Right to collective bargaining is regulated under the Labour Code. (LIVRE II: LA NÉGOCIATION COLLECTIVE - LES CONVENTIONS ET ACCORDS COLLECTIFS DE TRAVAIL.

The new law amends the rules with regard to approval of company level agreements. Now, these company agreements need to be signed by trade unions representing at least 50% of the workers. However, there is also possibility to have a referendum proposed by trade unions representing less than 30% of the workers. The agreement after such referendum would be valid only if approved by 50% of the votes cast. Trade unions with high representation cannot oppose to such approval. Moreover, the law allows enterprise level agreements to prevail over sectoral agreements for working time, overtime pay, leave and rest even when the terms of such agreements are less favourable to employees. The El Khomri law further planned to reduce the number of sectoral agreements from 750 to 200 over a period of three years.

Under the September 2017 reform in the Labour Code, the enterprise level agreements can derogate on a lot of issues from sector wide agreements. A limited number of subjects (the conventional minimum standards including minimum wages, working hours, part-time work, professional equality between men and women, conditions and duration and renewal of probationary period, etc) have been defined where sector wide or branch level agreements take precedence. The reform allows company level unions to directly negotiate the payment of premium in the company, i.e., seniority bonus, holiday bonus and 13th month bonus.

In line with Decree No. 2018-362 of 15 May 2018, collective bargaining agreements

concluded at the level of the company, establishment, group and group of companies must be deposited online. The Decree secures and eases the depositing of collective agreements. Moreover, the Decree removes the requirement to submit the hard copy of collective agreement.

The Economic, Social and Environmental Council (ESEC) is a constitutional consultative assembly with representation from key economic, social and environmental fields, promotes cooperation between different socio-professional interest groups while ensuring they are part of the process of shaping and reviewing public policy. The Economic, Social and Environmental Council, on a referral from the Government, gives its opinion on such Government Bills, draft Ordinances, draft Decrees, and Private Members' Bills as have been submitted to it.

The mandate of the Council is as follows:

- advise the government and parliament, and participating in the development of economic, social and environmental policies;
- use its structure to promote dialogue between socio-professional groups with initially different concerns that combine to shape proposals in the public interest;
- contribute to the review of public policy on economic, social and environmental issues;
- Promote constructive dialogue and cooperation with consultative bodies created within local governments and with its counterparts in the EU and other countries;
- Help inform citizens.

The total membership of ESEC cannot exceed 233 members which represent 18 different groups for a term of five years. Currently, there are 140 members for economic matters and social dialogue, 60 members for social and territorial cohesion and community life, and 33 members for environmental and social conservation.

Source: Art. L2211-L2282 of Labour Code; Art. 69-71 of the French Constitution, <https://travail-emploi.gouv.fr/ministere/documentation-et-publications-officielles/guides/QR-CSE>

Right to Strike

Right to strike is guaranteed under the Preamble to 1946 Constitution. The right to strike may not justify the termination of the employment contract, unless attributable to the employee gross negligence.

Its exercise cannot give rise to any discriminatory measure as referred to in Article L. 1132-2, particularly in terms of pay and benefits. Dismissal pronounced in the absence of gross negligence is invalid. In the public sector, strike notice is required by law. However, no such notice need be given in the private sector. The notice should specify the reasons for strike action. Parties are required to negotiate during the notice period. Minimum service has to be maintained in public services/utilities even during the strike period.

Source: Art. L2511, L2512 of Labour Code

QUESTIONNAIRE

DECENTWORKCHECK.ORG

Check

Decent Work Check France is a product of WageIndicator.org and
www.votresalaire.fr/main



National Regulation exists



National Regulation does not exist

01/13 Work & Wages

	NR	Yes	No
1. I earn at least the minimum wage announced by the Government		<input type="checkbox"/>	<input type="checkbox"/>
2. I get my pay on a regular basis. (daily, weekly, fortnightly, monthly)		<input type="checkbox"/>	<input type="checkbox"/>

02/13 Compensation

3. Whenever I work overtime, I always get compensation <i>(Overtime rate is fixed at a higher rate)</i>		<input type="checkbox"/>	<input type="checkbox"/>
4. Whenever I work at night, I get higher compensation for night work		<input type="checkbox"/>	<input type="checkbox"/>
5. I get compensatory holiday when I have to work on a public holiday or weekly rest day		<input type="checkbox"/>	<input type="checkbox"/>
6. Whenever I work on a weekly rest day or public holiday, I get due compensation for it		<input type="checkbox"/>	<input type="checkbox"/>

03/13 Annual Leave & Holidays

7. How many weeks of paid annual leave are you entitled to?*		<input type="checkbox"/> 1 <input type="checkbox"/> 2	<input type="checkbox"/> 3 <input type="checkbox"/> 4+
8. I get paid during public (national and religious) holidays		<input type="checkbox"/>	<input type="checkbox"/>
9. I get a weekly rest period of at least one day (i.e. 24 hours) in a week		<input type="checkbox"/>	<input type="checkbox"/>

04/13 Employment Security

10. I was provided a written statement of particulars at the start of my employment		<input type="checkbox"/>	<input type="checkbox"/>
11. My employer does not hire workers on fixed terms contracts for tasks of permanent nature <i>Please tick "NO" if your employer hires contract workers for permanent tasks</i>		<input type="checkbox"/>	<input type="checkbox"/>
12. My probation period is only 06 months		<input type="checkbox"/>	<input type="checkbox"/>
13. My employer gives due notice before terminating my employment contract (or pays in lieu of notice)		<input type="checkbox"/>	<input type="checkbox"/>
14. My employer offers severance pay in case of termination of employment <i>Severance pay is provided under the law. It is dependent on wages of an employee and length of service</i>		<input type="checkbox"/>	<input type="checkbox"/>





05/13 Family Responsibilities

15. My employer provides paid paternity leave <i>This leave is for new fathers/partners and is given at the time of child birth</i>		<input type="checkbox"/>	<input type="checkbox"/>
16. My employer provides (paid or unpaid) parental leave <i>This leave is provided once maternity and paternity leaves have been exhausted. Can be taken by either parent or both the parents consecutively.</i>		<input type="checkbox"/>	<input type="checkbox"/>
17. My work schedule is flexible enough to combine work with family responsibilities <i>Through part-time work or other flex time options</i>		<input type="checkbox"/>	<input type="checkbox"/>





06/13 Maternity & Work

18. I get free ante and post natal medical care		<input type="checkbox"/>	<input type="checkbox"/>
19. During pregnancy, I am exempted from nightshifts (night work) or hazardous work		<input type="checkbox"/>	<input type="checkbox"/>
20. My maternity leave lasts at least 14 weeks		<input type="checkbox"/>	<input type="checkbox"/>





* On question 7, only 3 or 4 working weeks is equivalent to 1 "YES".

- | | | | | |
|-----|---|---|--------------------------|--------------------------|
| 21. | During my maternity leave, I get at least 2/3rd of my former salary |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 22. | I am protected from dismissal during the period of pregnancy
<i>Workers can still be dismissed for reasons not related to pregnancy like conduct or capacity</i> |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 23. | I have the right to get same/similar job when I return from maternity leave |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 24. | My employer allows nursing breaks, during working hours, to feed my child |  | <input type="checkbox"/> | <input type="checkbox"/> |





07/13 Health & Safety

- | | | | | |
|-----|--|---|--------------------------|--------------------------|
| 25. | My employer makes sure my workplace is safe and healthy |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 26. | My employer provides protective equipment, including protective clothing, free of cost |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 27. | My employer provides adequate health and safety training and ensures that workers know the health hazards and different emergency exits in the case of an accident |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 28. | My workplace is visited by the labour inspector at least once a year to check compliance of labour laws at my workplace |  | <input type="checkbox"/> | <input type="checkbox"/> |









08/13 Sick Leave & Employment Injury Benefits

- | | | | | |
|-----|---|---|--------------------------|--------------------------|
| 29. | My employer provides paid sick leave and I get at least 45% of my wage during the first 6 months of illness |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 30. | I have access to free medical care during my sickness and work injury |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 31. | My employment is secure during the first 6 months of my illness |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 32. | I get adequate compensation in the case of an occupational accident/work injury or occupational disease |  | <input type="checkbox"/> | <input type="checkbox"/> |













09/13 Social Security

- | | | | | |
|-----|---|---|--------------------------|--------------------------|
| 33. | I am entitled to a pension when I turn 60 |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 34. | When I, as a worker, die, my next of kin/survivors get some benefit |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 35. | I get unemployment benefit in case I lose my job |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 36. | I have access to invalidity benefit in case I am unable to earn due to a nonoccupational sickness, injury or accident |  | <input type="checkbox"/> | <input type="checkbox"/> |



10/13 Fair Treatment

- | | | | | |
|-----|--|---|--------------------------|--------------------------|
| 37. | My employer ensure equal pay for equal/similar work (work of equal value) without any discrimination |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 38. | My employer take strict action against sexual harassment at workplace |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 39. | I am treated equally in employment opportunities (appointment,promotion, training and transfer) without discrimination on the basis of:* |  | <input type="checkbox"/> | <input type="checkbox"/> |
| | Sex/Gender |  | <input type="checkbox"/> | <input type="checkbox"/> |
| | Race |  | <input type="checkbox"/> | <input type="checkbox"/> |
| | Colour |  | <input type="checkbox"/> | <input type="checkbox"/> |
| | Religion |  | <input type="checkbox"/> | <input type="checkbox"/> |
| | Political Opinion |  | <input type="checkbox"/> | <input type="checkbox"/> |




* For a composite positive score on question 39, you must have answered "yes" to at least 9 of the choices.

Nationality/Place of Birth		<input type="checkbox"/>	<input type="checkbox"/>
Social Origin/Caste		<input type="checkbox"/>	<input type="checkbox"/>
Family responsibilities/family status		<input type="checkbox"/>	<input type="checkbox"/>
Age		<input type="checkbox"/>	<input type="checkbox"/>
Disability/HIV-AIDS		<input type="checkbox"/>	<input type="checkbox"/>
Trade union membership and related activities		<input type="checkbox"/>	<input type="checkbox"/>
Language		<input type="checkbox"/>	<input type="checkbox"/>
Sexual Orientation (homosexual, bisexual or heterosexual orientation)		<input type="checkbox"/>	<input type="checkbox"/>
Marital Status		<input type="checkbox"/>	<input type="checkbox"/>
Physical Appearance		<input type="checkbox"/>	<input type="checkbox"/>
Pregnancy/Maternity		<input type="checkbox"/>	<input type="checkbox"/>
40. I, as a woman, can work in the same industries as men and have the freedom to choose my profession		<input type="checkbox"/>	<input type="checkbox"/>





11/13 Minors & Youth

41. In my workplace, children under 15 are forbidden		<input type="checkbox"/>	<input type="checkbox"/>
42. In my workplace, children under 18 are forbidden for hazardous work		<input type="checkbox"/>	<input type="checkbox"/>

12/13 Forced Labour

43. I have the right to terminate employment at will or after serving a notice		<input type="checkbox"/>	<input type="checkbox"/>
44. My employer keeps my workplace free of forced or bonded labour		<input type="checkbox"/>	<input type="checkbox"/>
45. My total hours of work, inclusive of overtime, do not exceed 56 hours per week		<input type="checkbox"/>	<input type="checkbox"/>

13/13 Trade Union Rights

46. I have a labour union at my workplace		<input type="checkbox"/>	<input type="checkbox"/>
47. I have the right to join a union at my workplace		<input type="checkbox"/>	<input type="checkbox"/>
48. My employer allows collective bargaining at my workplace		<input type="checkbox"/>	<input type="checkbox"/>
49. I can defend, with my colleagues, our social and economic interests through "strike" without any fear of discrimination		<input type="checkbox"/>	<input type="checkbox"/>

Results

Your personal score tells how much your employer lives up to national legal standards regarding work. To calculate your DecentWorkCheck, you must accumulate 1 point for each YES answer marked. Then compare it with the values in Table below:



is your amount of "YES" accumulated.

France scored 47 times "YES" on 49 questions related to International Labour Standards

If your score is between 1 - 18

This score is unbelievable! Does your employer know we live in the 21st century? Ask for your rights. If there is a union active in your company or branch of industry, join it and appeal for help.

If your score is between 19 - 38

As you can see, there is ample room for improvement. But please don't tackle all these issues at once. Start where it hurts most. In the meantime, notify your union or WageIndicator about your situation, so they may help to improve it. When sending an email to us, please be specific about your complaint and if possible name your employer as well. Also, try and find out if your company officially adheres to a code known as Corporate Social Responsibility. If they do, they should live up to at least ILO standards. If they don't adhere to such a code yet, they should. Many companies do by now. You may bring this up.

If your score is between 39 - 49

You're pretty much out of the danger zone. Your employer adheres to most of the existing labour laws and regulations. But there is always room for improvement. So next time you talk to management about your work conditions, prepare well and consult this DecentWorkCheck as a checklist.