



**Global Employment  
Compass  
France**

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# 1. Summary of applicable rights for different categories of workers

	Employees (part-time or full-time)	Independent contractors/ service providers	Volunteers
<b>Employment laws and regulations</b>	Yes	No*	No
<b>Employees' compensation/ remuneration requirements</b>	See <a href="#">below</a>	See <a href="#">below</a>	See <a href="#">below</a>
<b>Minimum wage requirements</b>	Yes	No*	Yes
<b>Mandatory provident fund/retirement benefit fund contributions</b>	Yes	No*	Yes
<b>Immigration requirements including the right to work in your country</b>	Yes	No	Yes
<b>Personal Data (Privacy) laws and regulations</b>	Yes	Yes	Yes
<b>Anti-discrimination laws and regulations</b>	Yes	Yes	Yes

\* assumes a genuine self-employed independent contractor/service provider arrangement and the individual not being deemed to be an employee or worker.



## 2. Legal requirements/rights/ practices for different categories of workers

### a. Employees

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#### *Definition of an employee*

Under French law, an employee is defined as a single individual bound by a relationship of subordination to another person, for whom they provide a service (intellectual or physical) in return for remuneration.

### 1 Contracts of Employment

**What types of employment contracts are available? E.g. fixed term, part time, zero hour contracts, other? Are there any specific employment contracts available for non-profit organizations?**

Fixed-term and part-time contracts are available, however zero hour contracts are not permitted. Additionally, a range of atypical contracts exist. For instance, the “contrat de professionnalisation” where the employee benefits from part time training and the intermittent labor contract, where there are some periods of work and some periods of non-work.

**What are the key terms of employment contracts?**

Employment contracts commonly include:

- start date;
- job title;
- place of work;
- working time;
- salary;





- notice;
- holiday;
- pension;
- sickness absence; and
- discipline and grievance.

Employment contracts can also include provisions that are lawful and not contrary to public policy, regulations or collective bargaining agreements (CBAs).

It is usual to have different provisions in the contract for junior employees and senior executives. The optional provisions that may be included in employment contracts are:

- trial period;
- geographical mobility;
- professional expenses;
- confidentiality;
- exclusivity;
- non-solicitation/non-compete; and
- additional benefits (such as a company car).

Information relating to any variable remuneration and bonuses is usually provided in a separate document.

In addition, provisions pertaining to working time are usually very different between junior employees and senior executives.

### **Is it acceptable to have a probation period for employees? If yes, for how long?**

Yes. The length of probationary periods are as follows: two months for workers and employees (non-executives); three months for supervisors; four months for executives. Longer probationary periods which may have applied if they were provided for in a CBA concluded before 26 June 2008 are no longer applicable since 9 September 2023.

For new staff, the probationary period is fixed in the individual contract or CBA.

The probationary period may be renewed with the employee's prior acceptance if such renewal is provided for in the CBA and the option to renew is mentioned in the employment contract.

The amount of notice of termination to be served by an employer to an employee during the probationary period is between 24 hours and one month, depending on the employee's length of service.

The amount of notice of termination to be served by an employee to an employer during the probationary period is 48 hours, or 24 hours if the employee's length of service is less than eight days.

### **Are fixed term employment contracts permissible? Are there any limitations on fixed term contracts? Are there any requirements to have a fixed term contract?**





Fixed-term contracts are permissible. The Labor Code contains an exhaustive list of circumstances in which fixed-term contracts are allowed, including:

- replacement of absent employees;
- temporary increase of business activity;
- seasonal employment; and
- specific contract that aims to enhance the recruitment of certain categories of unemployed people (e.g. long term unemployed, seniors, etc.).

In principle, the maximum duration is 18 months (including renewal). However, in special circumstances this can extend to 24 months and for some fixed-term contracts for engineers and executives up to 36 months (including renewal).

The minimum period between two fixed-term contracts is half of the duration of the first contract (if the duration of this contract is less than 14 days) or one-third of the duration of the first contract (if the duration of this contract is of 14 days or more). However, where the two contracts are concluded for specified reasons (such as replacement and seasonal contracts) there is no minimum period that needs to elapse between the contracts.

The fixed-term contract must be in writing, be provided within the first two working days of the employee being hired, and stipulate precise information such as the reason(s) for engaging the employee and the duration of the contract. It must be signed by the parties. Failing this, the contract will be deemed to be an indefinite term contract.

At the end of the contract, the employee is entitled to compensation of 10% of the total gross salary received during the contract (except for seasonal fixed-term contract), or 6% if a lower rate is provided by the applicable CBA.

**Do employment contracts have to be in writing? Are there any signatory requirements for employment contracts? For example, could they be signed in-person or electronically, etc.)?**

Employers must notify their employees of certain terms of employment, which must always be in writing, although they do not have to be in the employment contract itself.

The following contracts must always be in writing:

- apprenticeship contracts;
- collective agreements;
- fixed-term contracts; and
- part-time contracts.

Contracts executed in France must be in French. A bilingual contract may be used, however, the French version will be the only enforceable part.

Any terms in the employment contract that would be less favorable for the employee than the standards set out in the collective bargaining agreement ("CBA") applicable to the business, or in company collective agreements applicable within the company, would not be enforceable against the employee. For instance, certain working time provisions must be passed in writing to be enforceable against the employee.





Employers should check the relevant CBA for details on the content of the employment contract.

**Do employees have to be issued with a written employment contract before they start work?**

Please see [above](#).

**Can you provide a simple template of the contracts mentioned above?**

N/A

**Is there an obligation for an employer to run a criminal record check to the extent that any individual they hire will be working with children or vulnerable people?**

Certain CBAs may require the production of criminal records if the job to be filled justifies it.

**Can employers request references from former employers for new hires?**

Yes, but the French Labour code requires the candidate's prior consent to do so.

**Is an employer required to set up any form of employee representative body? If so, what is the trigger for this?**

Subject to specific threshold rules, trade unions and Social and Economic Committees (that combine the former health and safety committees and works councils) have to be set up within a French company.

A Social and Economic Committee must be informed and consulted:

- on changes to the economic or legal organization of the company;
- on questions relating to the organization, management and operation of the business and, in particular, on measures that may affect jobs and working conditions; and
- in the event of redundancies. The procedure depends on the number of employees affected by the redundancies. If more than 9 employees are affected within a company that has more than 50 employees, the company must put in place a social plan and the Social and Economic Committee must be consulted regarding this plan.

The necessity to consult the Social and Economic Committee must be assessed on a case-by-case basis depending on the contemplated project.

The Social and Economic Committee should have time to give an informed opinion (whether this is positive or negative) and should be consulted before any decision is taken.

The Social and Economic Committee is deemed to have issued a negative opinion if no opinion is issued within the following prescribed timescales:

- 1 month if only the Social and Economic Committee is consulted;
- 2 months if an expert is appointed;
- 3 months in case of consultation of the central Social and Economic Committee and of the Social and Economic Committees of one or more establishment(s) and if an expert is appointed.

The above time periods start to run from the moment that sufficient information is provided to staff representatives.





Failure to consult the Social and Economic Committee is a criminal offense. The penalty is a fine of €7,500 for individuals/legal representatives and a fine of up to €37,500 for the company. The Social and Economic Committee can also file a claim to obtain the postponement of any project that the company tries to implement without its prior consultation.

**Is it common to have collective agreements in your jurisdiction that apply to all employers in a particular region or sector?**

Yes, it is common to have collective agreements with trade unions in companies which have a trade union delegate (i.e. generally, companies employing 50 employees or more). Collective agreements can also be signed in the absence of union delegates, with an employee who is mandated by external unions, provided that employees agree through referendum.

It is common for a national CBA to apply to a company. The national CBA which applies will depend on the main activity which the company carries out in France.

As soon as the national CBA is "extended" by decision of the Labour Ministry, it becomes compulsory and immediately applicable to all companies falling within the scope of the industry in question. Even if a national CBA is not extended in this way, it can be compulsory for employers if they are members of one of the employer unions that sign the CBA.

It is rare for a company not to fall within the scope of a national CBA.

## 2 Conditions of employment

**What is the minimum age requirement for employment?**

16 years old (under 18, the authorization of the parents is necessary).

**What type of work may a child undertake? For example, are there any specific restrictions?**

A child or teenager under 14 may only work:

- In a show business, cinema, radio, television, or sound recordings
- As a model
- In a company or association whose purpose is to participate in video game competitions

### Wages

**What is the minimum wage requirement for employees? Are there any exceptions in minimum wages for young persons or people with disabilities?**

The statutory minimum wage ('SMIC') is set annually by the State. SMIC applies to all areas of employment (except charities or similar businesses) and to all employees aged 18+. As of 1 May 2023, the applicable rate is €11.52 per hour (gross).

Other minimum wages can be provided in the CBA. The more favorable minimum wage will prevail.

**Are there any conditions which warrant a pay raise or extra pay? If yes, what are they?**

The employer must ensure that the employee receives the minimum wage set out in the collective bargaining agreement or by legal provisions depending on what is more favorable. If the employee is promoted (on the basis of merit or seniority), it will be necessary to check that the salary still corresponds to the CBA minimum.







The employee may also benefit from bonuses (vacation, seniority, etc.), variable pay, overtime pay, etc.

**When are wages due? For example, is there any obligation to pay wages weekly, or monthly?**

The frequency of salary payments varies from one employee to another. For monthly-paid employees, wages must be paid at least once a month. For other employees, wages must be paid at least twice a month, no more than 16 days apart.

**Are employers obliged to provide employees with paid leave on public holidays?**

By law, employees are granted rest days for bank holidays (approx. 10 per year) noting 1 mandatory bank holiday per year (which is the 1st of May).

The employment contract or another agreement (in particular the CBA) may allow for additional leave.

**Are employers obliged to provide employees with annual leave?**

Employees are entitled to at least 2.5 calendar days' paid leave for each month worked (up to 30 calendar days per year, namely 25 business days).

**Are employees entitled to receive their usual salary during their annual leave?**

The annual leave is considered as effective work for the payment of usual salary and therefore does not impact the salary.

**Is there a requirement to pay overtime? How is overtime compensated?**

Every hour of overtime entitles the employee to more favorable remuneration (25% for the first eight hours of overtime worked in the same week for a legal working week of 35 hours, from the 36th to the 43rd hour, 50% for subsequent hours). Different compensation may be applied by the applicable CBA.

Alternatively, overtime pay may be replaced, in whole or in part, by an equivalent compensatory rest period defined by agreement.

**Are there any extraordinary circumstances that could be relied on to temporarily cease paying employees for the hours worked?**

The employer must pay all the hours worked regardless of the circumstances. The time not worked by the employee however does not have to be paid (e.g. strike).

**Are employees entitled to an end-of-year payment?**

The end-of-year payment must result from a clause in the employment contract, in the CBA or as decided by the company.

**Are employees entitled to payments when their employment contract is terminated, such as notice or notice pay, accrued or untaken holiday and/or statutory severance?**

Unless dismissed for gross negligence, the employee is entitled to a severance pay (the most favorable between the statutory amount and CBA), the notice period and related paid leave, the accrued but untaken paid holiday.

**Working hours**





**What is considered a full time working week? If the employee is contractually required to work less than this amount are they considered a part time employee?**

The legal working week for full-time employees is: 35 hours per week (i.e. 151.67 hours per month and 1,607 hours per year).

**Are there fixed public/statutory holidays each year? Can employees be required to work on public/statutory holidays? Are employees entitled to any other type of leave besides public/statutory holidays?**

See [above](#) and [above](#). CBAs sometimes provide for exceptional leave (e.g. death of a relative, moving house, etc.).

Other types of public/statutory holidays can include:

- **Maternity leave:** From 6 weeks before to 10 weeks after the date of the birth. This increases if the birth brings the number of the employee's children to 3 or more (8 weeks before/18 weeks after the date of birth); if the employee has twins (12 weeks before/22 weeks after the date of birth); or if the employee has triplets or more (24 weeks/22 weeks). It is not possible for fathers to take any part of the maternity leave.
- **Paternity leave:** 3 days' leave on birth and up to 25 further days (or 32 if multiple births) within 6 months of birth (including a mandatory period of 4 days immediately after birth).
- **Parental leave:** leave or reduction in hours available up to child's 3rd birthday (or more if multiple births) for employees with at least 1 years' service.
- **Adoption leave:** 16 weeks for a single parent if they already have 0 or 1 child, plus 25 days where there are two parents if the duration of the leave is divided between the two employed parents; 18 weeks for a single parent if they already have 2 children, plus 32 days where there are two parents if the duration of the leave is divided between the two employed parents; 22 weeks for a single parent if they adopt 2 children, plus 32 days where there are two parents if the duration of the leave is divided between the two employed parents.

**Do part time employees receive any particular protection on the basis of their part-time status?**

There must be no discrimination between full-time and part-time employees.

**Do part-time employees receive the same pro-rated terms to full time employees, e.g. in relation to pay and benefits?**

Part-time workers are entitled to the same individual statutory rights as full time employees.

**Social security**

**What social security contributions are employers obliged to pay? Presumably, pro-rated contributions are required for part time employees?**

The employer has to pay approx. 45% of social contributions. The percentage is calculated on the gross salary, and therefore the amount is likely to be lower for part time employees.

**Are employers obliged to provide health insurance to their employees?**

Social security contributions are included in the company's social contributions. The company is also obliged to offer a complementary health insurance plan to all employees.





**Are employees entitled to unemployment insurance/benefits following the end of employment?**

Yes, under certain conditions of length of employment, and provided the end of employment is not resulting from a resignation (except under certain circumstances).

**Are employers obliged to provide sick leave? If yes, for how long? How many days have to be paid by employers? Is it possible to have unpaid sick leave?**

Employees are entitled to 90% of gross pay for the first 30 to 90 days' sick leave (depending on the seniority, i.e. employee's length of service), and two-thirds of gross pay for the next 30 to 90 days' sick leave (depending on the seniority). These figures represent social security sick pay together with the complementary payment by the employer. The amount of the complementary payments is set by law unless enhanced by an applicable CBA.

**Are employers obliged to provide maternity leave for employees? If yes, for how long? How many days/months have to be paid by employers? Is it possible to have unpaid maternity leave?**

Please see [above](#).

**Is paternity leave available to employees? If yes, for how long? How many days/months have to be paid by employers? Is it possible to have unpaid paternity leave?**

Please see [above](#).

**Are employers liable for absence due to work-place injuries?**

Absences due to work-place injuries are treated as actual working time, and therefore have no impact on the salary received by employees, nor on their entitlement to paid leave.

**Are employees entitled to retirement benefits from the employer? If yes, what benefits?**

Yes. Inter-professional collective bargaining agreements implemented compulsory occupational pension schemes. On 1 January 2019, both ARRCO (all employees) and AGIRC (executives only) schemes merged into one scheme called Agirc-Arrco. It is a pay-as-you-go defined contribution scheme financed by mandatory contributions on the employees' gross salary.

In addition, employers can implement collective supplementary pension schemes (at sector level or company level), which can be set up either by a collective bargaining agreement, an agreement adopted by referendum or a unilateral decision by the employer.

Such pension schemes can be either defined benefit pension schemes or defined contribution pension schemes (DC are market practice).

On 22 May 2019, the so-called "Pacte" law ("loi Pacte") was enacted: DB and DC schemes have been reformed.

- DB schemes: the "Pacte" law implemented the Directive 2014/50/UE. The main effect is to guarantee a beneficiary with more than 3 years' service that they will not lose their acquired pensions rights if they leave the company before they retire.
- DC schemes: the "Pacte" law made technical changes to the management of DC schemes. Such schemes are now called "PER" ("plan d'épargne retraite").





The compulsory occupational pension schemes implemented by inter-professional or industry-wide collective bargaining agreements are mandatory.

Supplementary schemes implemented at the company level are not mandatory and can be modified or removed by the employer on condition that the rules are revoked.

New Pension schemes implemented at company level should follow the new provision of the "Pacte" law.

These schemes must provide for annuities. Lump sums are allowed only in case of very low pension benefits.

### **Are employers obliged to introduce reporting channels and legal safeguards for whistleblowers?**

The law requires organizations with more than 50 employees to set up and operate internal whistleblowing channels.

These internal channels must preserve the anonymity of the identity of the whistle-blower, as well as of the persons targeted by the alert, of any third parties mentioned in the alert, and of the information collected by all recipients of the alert must be kept confidential.

## **3 Safe and supportive work environment**

### **Broadly what measures have to be in place to ensure employers uphold health and safety? (such as fire or earthquake drills)**

Employers must take measures to ensure the safety and protect the mental and physical health of all workers at their workstations.

Risks must be assessed in a document known as the *Document Unique d'Evaluation des Risques*. This document is mandatory for all companies.

The employer must then implement preventive measures.

### **Is there a requirement for an employer to issue any form of non-discrimination policies? (such as gender equality policies, equal employment opportunities, diversity, and inclusion policies, etc.)**

The non-discrimination policies must be provided for in the Internal Rules ("Règlement Intérieur") for the companies with at least 50 employees.

### **Is there a requirement to provide employees with training designed to combat discrimination and harassment?**

There is no legal requirement to provide employees with training designed to combat discrimination and harassment but as employers are bound by a safety obligation with regard to moral harassment and discrimination, they can be held liable unless they have implemented all preventive measures, in particular information and training, especially in cases where there has been complaints of discrimination and/or harassment.

### **Is there a requirement to have a data protection policy?**

It is not mandatory to establish a data protection policy, although highly recommended, but it is compulsory to comply with the data protection regulations.





### **Is it mandatory for employers to have a Child Protection Policy (CPP)? Are employees obliged to provide training on CPP to its employees?**

It is mandatory only in specific types of business re. to children. Employers have a responsibility to keep all the children they work with safe. This means making sure they have somewhere safe to work, and that their job is suitable for their age and ability.

Organizations that work with children and families should have policies and procedures in place to ensure the safety of the child. Such policies should be implemented with proper training and publicity, and it should be ensured that appropriate action is taken in the event of breach.

## **4 Tax**

### **Which taxes are mandatory for employers to pay and deduct on behalf of their employees?**

The employers must pay and deduct on behalf of their employees the social security charges (approx. 25%) as well as income tax

### **Are all employee taxes deducted from the salary that the employer pays or is there a requirement for employees to pay certain taxes directly?**

The employee taxes are deducted from the salary except for specific workers who will have to pay their income tax directly to the administration.

## **5 Remote work**

### **Are employers required to have a registered legal entity in the jurisdiction in order to employ employees in the jurisdiction?**

Employers legally registered abroad without a registered legal entity in France can employ employees in France by means of secondment, which is temporary in nature and must comply with certain conditions and formalities.

### **Are employers required to provide any form of physical working space for employees working in your country?**

The employers must either provide for a physical working space or, if not possible, for a homeworking compensation.

### **Please provide general instructions for employers on what to check if the employer has remote employees, including concerning employee tax liabilities.**

Ensure they comply with the applicable provisions of the French law such as the working time (minimum daily rest, maximum working time, etc.) and with their health and security obligations

## **6 What to do when things go wrong**

### **Dispute resolution**

### **Do employees (including volunteers) need to go through any form of dispute resolution before bringing a claim to a court or tribunal?**

There must be an attempt for "conciliation" between the parties, but it can be informal.





## Resignation

### What grounds do employees have for resignation?

Employees do not need any grounds to resign.

## Termination

### What grounds do employers have for the termination of employment contracts?

All terminations in France must be based on “cause” or “serious grounds”. The most common dismissal are those based on (i) personal grounds (poor performance or disciplinary), (ii) redundancy, or (iii) unfit for work.

Failure to terminate with valid grounds will not result in reinstatement of the employee but in payment of damages. There is a scale of damages allocated by the judge in case of unfair dismissal. This scale of damages is mandatory but is set aside in cases falling within discrimination, harassment or undermining fundamental freedoms, i.e. in such cases higher damages can be awarded. It ranges from a maximum compensation of one month’s salary for employees with less than a year of service up to 20 months’ salary for employees with 29 years of service and above. The scale is different for companies with fewer than 11 employees.

### How do employers have to document the termination of an employment contract?

The procedure which must be followed on termination depends on whether the employee is being dismissed on personal or economic grounds.

Where the employee is being dismissed on personal grounds, the employer must deliver (by registered post or by hand) to the employee a written invitation to a meeting. In disciplinary cases, the invitation must be sent, at the latest, within two months of the employer becoming aware of the issue. The letter must contain the aims, date, time and place of the meeting, and state the employee’s right to be assisted by a third party (who cannot be a lawyer).

At the meeting, the employer must discuss the reason(s) for the potential dismissal and provide an opportunity for the employee to state their case.

The employer must notify the employee of dismissal by registered letter (at the earliest two working days after the meeting) stating the reason(s) for dismissal. In disciplinary cases, notification must be within one month of the meeting.

Where the employee is being dismissed on economic grounds, the process differs depending on the number of employees being dismissed.

#### For the dismissal of one employee:

- An “order of dismissal” (selecting the employee to be dismissed on the basis of defined criteria) must be drawn up if the job removal impacts several employees.
- A pre-dismissal meeting must be arranged with the employee to inform the employee of their rights.
- Notice of termination on grounds of redundancy can only be issued after the employer has explored all redeployment possibilities within the company and the group in the French national territory.
- In addition, the external redeployment plan (“CSP”) is an external scheme offered by the State through the unemployment fund, which aims to provide training to help the





employee find another job/redeployment outside the company. The employee is given CSP documentation in the pre-dismissal meeting and then has a period of 21 days to accept the CSP.

- For employers with 1,000 employees or more or belonging to a group with 1,000 employees or more in the Member States of the European Union or the Member States of the European Economic Area and with at least one establishment or enterprise employing at least 150 employees in at least two of these States, redeployment leave (“congé de reclassement”) must be offered instead, following consultation with employee representatives.
- The employer must provide notice of the dismissal:
  - to the employee, at least 7 or 15 days (depending on whether the employee is non-executive or executive) after the interview; and
  - to the Labour Administration within 8 days of the notification.

For the dismissal of two to nine employees over 30 days, the following procedure must be observed:

- draw up selection criteria (see above);
- consult staff representatives;
- invite the affected employees to a pre-dismissal meeting;
- inform the employee of the redeployment plan during the meeting;
- look for internal redeployment;
- serve notice of dismissal at least 7 days after the meeting;
- inform the Labour Administration within 8 days; and
- enter the information on the personnel register and the monthly statement.

Where the employer has employee representatives and over 50 employees and intends to make at least 10 redundancies over 30 days, the employer can either:

- conclude a collective agreement with trade unions representing at least 50% of the workforce as expressed during the first round of the last professional elections. Such agreement has to provide for the content of the social plan. The social plan is a set of measures determined by the employer and discussed with the employee representative bodies, aimed at reducing the impact of the collective lay-offs. It is also possible to negotiate on other matters such as the conditions of the information and consultation with the Social and Economic Committee (former works council), the number of redundancies contemplated and the timetable for the redundancies. However, the agreement cannot waive compliance with the public policy provisions e.g. cannot implement discriminatory criteria in order to regulate measures of the plan. The employer has to inform the Labour Administration that it intends to negotiate a collective bargaining agreement with the trade unions, at the latest, the day after the first meeting of the Social and Economic Committee.

OR





- issue a document unilaterally on the same subjects as mentioned above

Following completion of either of the two options set out above, the employer must then:

- i. consult staff representatives within:
  - 2 months if fewer than 100 redundancies are contemplated;
  - 3 months if between 100 and 249 redundancies are contemplated;
  - 4 months if 250 or more redundancies are contemplated.
- ii. send either the unilateral document or the collective agreement to the Labour Administration for validation after the Social and Economic Committee has given its opinion. From receipt of these documents, the Labour Administration has 15 days in case of a collective agreement, or 21 days in case of a unilateral document to give its approval. At the end of that period, if the Labour Administration has not given its opinion, it is deemed to have given its approval.

Regardless of the number of dismissals, the employer must use all its efforts to redeploy the employee(s) within the company and/or the group (limited to the French national territory) and must be able to provide evidence of these efforts (if required by a judge) up to the date of notification of the termination.

**What is the responsibility of employers for damages incurred by an employee's actions within his/her work?**

Employers have to ensure their employees' health and security at work. If one the employee represents a threat to other employees or has inflicted damages, the employer must take action (e.g., disciplinary) in order to repair the damage and to prevent it from happening again. In the event of default, the employer can be held liable for failure to comply with health and security obligations.







## b. Independent contractors/consultants\*

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#### *Definition of an independent contractor/consultant*

The independent contractor/consultant can be defined as a worker who carries out an economic activity on his own account, and is autonomous in managing his organization, choosing his customers and pricing his services.

They are not bound by a contract of employment with the company or person for whom they carry out their work. There is no relationship of subordination between the client and the self-employed worker.

*\*The term consultant will be used to also refer to independent contractors, or any other term that would mean a natural person that provides goods or services under a written contract or a verbal agreement but does not work to meet the definition of employee.*

### 1 Contracts

#### **What types of independent contractor/consultant agreements are available? Are there any specific agreements available to NGOs?**

Independent contractor/consultant can conclude a service provider contract, notably with an NGO.

#### **What are the main elements of consultant agreements?**

The consultant agreements must provide for the price for the service or the means of determining it (the price must be determinable); the date and terms of performance; the duration of the contract.

#### **Is it possible to have probation periods for independent contractors/consultants? If yes, for how long?**

No, there are no probation periods for independent contractors/consultants.

#### **Is it possible to have a fixed term consultation/independent contractor agreement? Are there any restrictions around fixed term consultant/independent contractor agreements?**

The consultation/independent contractor agreement can be for a fixed-term. Some clauses are forbidden (e.g. the clause which states that the business partner has the right to suspend payment





of the contractor's invoices, but which prohibits the latter from suspending performance of his services in return).

**Do independent contractor/consultant agreements have to be in writing? Are there any signatory requirements? For example, could they be signed in-person or electronically, etc.)?**

Contractor/consultant agreements should be in writing for the purpose of proving the existence of a written agreement. They could either be signed in-person or electronically (provided that the electronic signature method is certified).

**Do all types of independent contractors/consultants have to be under contract in order to be able to work?**

Yes.

**Can you provide a simple template of the agreements mentioned above?**

N/A

**Is there an obligation to run a criminal record check to the extent that any independent contractor will be working with children or vulnerable people?**

It is not mandatory but possible.

## 2 Conditions of work for consultants

**Are there any minimum age requirements for an individual to work under a consultant/independent contractor agreement?**

A minor aged at least 16 can work as a consultant/independent contractor, provided they have both their parents' authorization and that they are working as a sole trader.

**Does a consultant/independent contractor need to obtain a license or any other permission in order to work?**

The business must be registered, and where the consultant/independent contractor is a foreigner, they must have a permit to work in France.

### Payment

**Are there any minimum pay requirements for consultants/independent contractors?**

No.

**Are there any exceptions in minimum wages for young persons or people with disabilities?**

No.

**Is there any requirement to provide statutory/paid leave to consultants for statutory holidays?**

As an independent contractor, they do not benefit from the paid leave that employees are entitled to. Periods of absence can be agreed with the consultant/independent contractor.





**Is there any requirement to pay annual leave to consultant/independent contractors? If so, how is this compensated, if at all?**

As an independent contractor, they do not benefit from the paid leave the employees are entitled to.

**Is there an obligation to provide consultant/independent contractors with overtime? How is this compensated if required?**

Independent contractors are not employees. Their service is paid for a fixed amount or on an hourly basis depending on the agreement.

**Are consultants entitled to an end-of-year payment?**

No.

**Are consultants entitled to a final payment when the contract is terminated?**

No.

**Working hours**

**Are consultants entitled to any type of leave, whether paid or unpaid?**

The consultants are independent and can therefore schedule their own time off.

**Social security**

**Does the end user engager need to make any social security contributions on behalf of a consultant/independent contractor? Are independent contractors entitled to health insurance from the end user engager?**

The consultant/independent contractor must pay his own social security contributions. There are not entitled to health insurance from the end user engager.

**Are independent contractors/consultants entitled to unemployment insurance/benefits after termination of their independent contractor/consultancy agreement from the end user engager?**

Independent contractor/consultant are not entitled to unemployment benefits/pensions after the termination of the agreement. In some situations (e.g. court-ordered liquidation) they may receive pension benefits (under specific conditions).

**Are independent contractors/consultants entitled to sick leave from the end user engager? If yes, for how long? How many days have to be paid?**

Independent contractors/consultants are entitled to sick leave from the health insurance administration, not from the end user engager.

**Are independent contractors/consultants entitled to maternity leave from the end user engager? If yes, for how long? How many days/months have to be paid?**

Independent contractors/consultants are entitled to maternity leave from the social security, not from the end user engager.

**Are independent contractors/consultants entitled to paternity leave from the end user engager? If yes, for how long? How many days/months should be paid?**





Independent contractors/consultants are entitled to paternity leave from state social security, not from the end user engager.

**Are employers obliged to cover work-place injuries for independent contractors /consultants?**

No. As a self-employed person, independent contractors/consultants are not covered by compulsory insurance against the risk of occupational accidents and occupational illnesses. In such cases, they will continue to be covered for healthcare costs at the usual rates and under the usual conditions. However, they do have the option of taking out voluntary individual insurance against this specific risk.

**Are independent contractors/consultants entitled to retirement benefits from the end user? If yes, what benefits?**

Independent contractors/consultants are entitled to retirement benefits from the social security administration, not from the end user engager.

### **3 Safe and supportive work environment**

**Are there any differences in terms of the regime that applies to employees?**

No. Employers are responsible for ensuring the health and safety of their employees and those natural persons who are present at the employer's workplaces with its knowledge. To this extent, the obligation is the same as that which applies in relation to employees.

### **4 Remote work**

**Are end user engagers required to have a registered legal entity in the jurisdiction in order to hire independent contractors/consultants there?**

Employers legally registered abroad without a registered legal entity in France, can hire independent contractors/consultants there. The only requirement is for the end user engagers to be registered in France.

### **5 What to do when things go wrong**

#### **Resignation**

**Do consultants/independent contractors need a reason to terminate the contract or can they terminate it for any reason in accordance with the terms of the contract?**

Consultant/independent contractors can terminate the contract in accordance with the terms of the contract or in the event of breach of contract.

#### **Termination of agreement**

**What grounds do end user engagers have for the termination of consultant agreements?**

End user engagers can terminate the consultant agreement in accordance with the terms of the contract, or in the event of poor or lack of performance of the contract.

**What is the responsibility of the end user engagers for damages incurred by a consultant's actions within his/her work?**





The consultant is responsible for damages incurred by their own actions except otherwise specified in the contract.





## c. Volunteers

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#### *Definition of a volunteer*

Volunteering is a situation in which a person contributes time and skills free of charge to a person or organization. Volunteers are not subject to any legal subordination.

### 1 Contracts

#### **Are organizations required to sign any form of agreement with volunteers?**

Organizations do not have a legal obligation to conclude an agreement with a volunteer in writing.

### 2 Conditions of employment

#### **Is there a minimum age requirement for volunteers?**

The volunteer must be aged at least 25 years old.

#### **What type of volunteering work may a child undertake? Are there any restrictions around this?**

Children may not volunteer with associations or foundations.

#### **Payments and reimbursement**

#### **Are organizations allowed to pay stipends to volunteers?**

Volunteers may receive monthly stipends.

#### **Are organizations allowed to reimburse volunteers? If yes, for what expenses (such as transportation, food, etc.).**

Volunteers may also receive benefits to cover their subsistence, equipment, transport and accommodation. These benefits must remain proportionate to the tasks entrusted to the volunteers. Volunteers fulfilling a contract in France may receive meal vouchers to enable them to pay for all or part of the cost of restaurant meals.

#### **Working hours**

#### **Are there any obligations around how many hours volunteers can work?**

Volunteers must devote a minimum of 24 hours a week to their mission, and a maximum of 48 hours, spread over a maximum of 6 days.





### **Are volunteers entitled to any type of leave?**

Volunteers are entitled to paid leave once they have completed at least 10 working days of the mission defined in their contract. Volunteers are entitled to 2 working days' annual leave for each month of actual service, including multiple assignments.

### **Social security**

#### **Are organizations obliged to pay any social security contributions on behalf of their volunteers?**

The organizations must declare the volunteers and pay social security contributions on their behalf.

#### **Are organizations obliged to provide health insurance to volunteers?**

No, volunteers are covered by health insurance provided by the state.

#### **Are organizations liable for absences of volunteers due to work-place injuries?**

If the organization has taken out insurance to cover work-related accidents and occupational illnesses for all or some of its volunteers, in the context of its activities, then the volunteers will be entitled to the benefits provided for under work-related accident legislation.

If the organization does not have insurance, the volunteer is not covered for the "workplace accident" risk, and the association's may incur civil liability.

## **3 Safe and supportive work environment**

### **Are there any differences in terms of the regime that applies to employees?**

Health and safety must be considered for volunteers as well as for employees. Organizations should provide the same level of protection to volunteers where they carry out similar activities and are exposed to the same level of risk as employees.

## **4 Tax**

### **Are organizations obliged to pay taxes if they pay their volunteers stipends? If yes, what types of taxes are mandatory to pay?**

Each volunteer is responsible for their own taxation.

## **5 What to do when things go wrong**

### **What grounds do organizations have for the termination of volunteer agreements/arrangements?**

A volunteer agreement/arrangement may be terminated early without notice in the event of force majeure or serious misconduct on the part of either party, and with at least one month's notice in all other cases. The contract may also be terminated early, without the need for one month's notice, if the purpose of the termination is to enable the volunteer to be hired on a fixed-term contract of at least 6 months' duration, or on permanent contract.

### **What is the responsibility of organizations for damages incurred by a volunteer's actions within his/her work?**





In the event of damage caused by a volunteer, the association may be held liable on the basis of vicarious liability. This means that if a volunteer commits a fault and causes damage to a third party during one of his or her missions, the liability of the associative establishment applies. The organization is responsible for compensating the victim.







## d. Non-citizen employees and consultants, including refugees and others forcibly displaced

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### 1 Status and the right to work

#### **Are employers obliged to secure legal status for their employees or consultants if they are non-citizens? (such as refugee status, humanitarian visas, visas for trafficking survivors, other recognized protection statuses, etc.)**

Non-citizens wishing to enter France to work must have a work permit. This may take the form of a visa or residence permit, or a document separate from the residence permit. It is the future employer who makes the request.

#### **Are employers obliged to secure work permits for their employees or consultants?**

Non-citizens wishing to work in France must have a work permit.

#### **Is it always necessary to obtain a work permit?**

The citizens of a country member of the European Economic Area, or from Monaco, Andorra, San Marino, are exempted from the obligation to obtain a work permit.

#### **Can asylum-seekers and other persons forcibly displaced access the right to work if they do not have refugee status or other recognized protection statuses?**

These persons have to obtain a work permit. They cannot obtain a work permit for the first 6 months after their application has been registered by the *Ofpra* (French Office for the Protection of Refugees and Stateless Persons).

### 2 Contracts

#### **Are employment contracts or consultant agreements for non-citizens different to those for citizens?**

No, except that their validity is subject to the non-citizen's work permit.





### 3 Conditions of employment

**Does national law regulate the quotas for the number of non-citizens within one organization?**

National law regulates the quota for the number of non-citizens working on the French territory but not within one organization.

**Are employers obliged to report about employed non-citizens?**

Employers must ensure that the residence permit of the foreign employee they wish to hire is valid. To do so, they must send a declaration of employment (by e-mail or post) to the prefecture of the area where the employee is to be hired.

**Are there any other differences in conditions of employment for non-citizens and citizens?**

No, there must be no discrimination with regards to employing non-citizens.

**Are there any specific employment terms that apply to citizens but not apply to non-citizens?**

No.

### 4 Safe and supportive work environment

**Are there any differences in a safe and supportive work environment approach for non-citizens? If yes, please elaborate here.**

No.

**Does the employer have additional obligations for non-citizens?**

No.

### 5 What to do when things go wrong?

**Is the process of termination of an employment contract for non-citizens different than for citizens? If yes, please explain here.**

No.

**Is the process of resignation for non-citizens different than for citizens? If yes, please explain here.**

No.

**Are non-citizens entitled to the equal protection of employment laws in the event of employment-related disputes?**

Yes.





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