



EMPLOYMENT CONTRACTS IN FRANCE

INTRODUCTION

There is no such thing as a standard French employment contract. None can be drafted without first determining which Collective Bargaining Agreement (CBA) applies, based on your business' activity in France.

Considering the complexities mentioned above, we highly recommend consulting with our firm to review the laws and regulations in force when establishing your team in France so as to ascertain compliance with local law.

Similarly to other countries, France has a number of different types of employment contracts to suit various working arrangements and projects. Among them, 2 types stand out: the CDI and CDD. Let's dig in...

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THE PERMANENT CONTRACT

CDI

The permanent employment contract (Contrat à durée indéterminée -CDI) is the most widespread form of employment. It guarantees a certain permanence of employment.

By definition, this contract does not specify the date on which it ends. Thus, an employee hired under a permanent contract may keep his or her job for as long as he or she wishes, unless he or she chooses to resign, to give up his or her position, to be dismissed by his or her employer, or if he or she decides by mutual agreement with his or her employer to part ways by means of a conventional rupture.

A permanent contract can be concluded on a full-time or part-time basis. The working hours (weekly or monthly) are specified in the contract.

With a CDI, employment usually starts with a 2 to 4-month probation period (informally known as the trial period (période d'essai), which can be renewed once provided it is allowed in writing in the employment contract.

Although the employee needs to be informed of their responsibilities in writing, a verbal agreement for a full-time CDI is sufficient unless the "Convention Collective" (CBA) states otherwise. However, for a part-time CDI, the contract must be written.

It is worth noting that the purpose of the CDI contract is, in theory, to provide a contractual basis for stable and permanent employment.

Terminating a CDI

This contract can be terminated by either the employee or employer at any time with adequate notice.

Under French law, the employment contract remains effective and binding on both parties during this notice period. This means that the employee must continue to work, and in turn receive their usual remuneration, until the end of the notice period.

The length of the notice period varies depending on the type of termination, the applicable collective bargaining agreement, the professional category to which the employee belongs and the employee's length of service.



THE FIXED TERM CONTRACT

CDD

A fixed-term employment contract (CDD) is a contract between an employer and an employee, concluded for a limited period of time in order to carry out a specific task, for one of the reasons authorized by law. It ends either on the fixed date, or in the absence of a precise term, when the purpose for which it was concluded is achieved (return of the replaced employee, end of the season, etc.).

It must be in writing. Regardless of the reason for which it is concluded, such a contract may not have the purpose or effect of permanently filling a job related to the normal and permanent activity of the company.

When is it possible to hire under this type of contract?

- In case of replacement of an absent employee ;
- In case of replacement of an employee who is temporarily working part-time;
- When waiting for a new employee to take up his or her duties;
- In case of waiting for the definitive suppression of an employee's position;
- In case of temporary growth of the company;
- Due to the nature of the activity (moving, investigation, teaching, etc.)
- In case of seasonal employment.

The employee is entitled to an indemnity at the end of the contract, known as the precariousness bonus, when the fixed-term contract comes to an end and is not followed by a permanent contract. It is equal to at least 10% of the total gross remuneration paid during the contract. This percentage may be limited to 6% by an agreement or an extended collective branch agreement in exchange, in particular, for privileged access to professional training.

Terminating a CDD

This contract ends at the end of the agreed period and doesn't require any notice period.

Note that resignation is not allowed in a CDD unless an agreement has been signed. It is not possible either for the employer to end the contract prior to its set end date.



The Temporary employment contract

Intérim

The conclusion of a temporary employment contract is only possible for the execution of a precise and temporary task limited in time, called mission, and only in the cases enumerated by the law.

An employee under a temporary employment contract is therefore an employee hired and paid by a temporary employment company (ETT) which places him/her at the disposal of a user company for a limited period of time.

Temporary workers are entitled to compensation, notably linked to the precariousness of their employment. This allowance is equal to 10% of the total gross salary received. They also receive a compensation allowance for paid vacations.

The apprenticeship and professionalization contracts

The apprenticeship and professionalization contracts are alternating work contracts, with a period of training and a period of activity in the company. Their similar objective is to obtain a professional qualification for the employee.

Interim

	Apprenticeship contract	Professionalization contract
Objectif	Obtain a diploma or an approved title (initial training)	Obtain a diploma or a professional qualification (continuing education)
Target audience	16 to 29 years	16 to 25 years
Compensation	27 and 100% of the SMIC (minimum wage) according to age and the training concerned	Between 55 and 100% of the SMIC (Minimum wage)
Eligible training	Diploma or professional title registered with the RNCP	Diploma or professional title registered with the RNCP - Certificate of professional qualification (CQP) branch or inter-branch
Exemption	General reduction of charges reinforced - Maintenance of the exemption from employee contributions limited to 79% of the SMIC One-time apprenticeship assistance for the company	General reduction of charges reinforced

Single integration contract

Intérim

The single integration contract (CUI) is an employment contract concluded between an employer who will receive financial aid, and an employee who will benefit from professional integration aid. It aims to facilitate the hiring of people who have difficulty finding a job.

The duration of the CUI is in principle limited to 24 months, unless otherwise stipulated by law.

The employment contract can be a permanent or temporary contract, and the weekly working time must be at least 20 hours.

Payroll and social management

At roche & cie, we provide solutions to companies located in and out of France who require payroll management services.

We assist them from the administrative formalities to the provision of monthly payslips to their employees.

Contact us to get in touch with one of our assistants in order to proceed and find the right solutions to help your business.

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