



## **Employment Q & A for France (per December 2012)**

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### **Q1: Am I allowed to end the contract at any time?**

It depends whether the contract is a fixed-term or an open-ended contract.

In the case of a fixed-term contract, the parties cannot terminate the contract before the expiration of the pre-determined term, except in some limited cases, e.g. the employer is allowed to terminate a fixed-term contract in case of gross misconduct of the employee.

The employee may terminate the contract at any time by observing the notice period of 30 or 60 days depending on the term of service. The employer may not terminate the contract unless subjective or objective reasons are applicable.

When the employee fails his duties in a way that compromises the maintenance of the contract, the employer may start a disciplinary proceeding for his/her dismissal without any compensation.

Whenever economic or financial reasons are applicable, an employer may also start proceedings for collective dismissal or extinguish the labor post. This last measure is applicable up to the termination of a small number of posts (3-5).

Contracts for a fixed period of time can terminate under the same conditions and, obviously at the conclusion of the pre-determined term by a notice of 15 days for employer and 8 days for employee.

Contracts regarding pregnant women are subject to special regulations and wherever there is a presumption of unlawful dismissal.

The employer must get prior approval of an official committee for the protection of women and maternity rights and anti-discrimination between male and female (CIT).

### **Q2: Is anyone to be informed before firing an employee?**

The employer must inform the French Labour Administration when the dismissal is made for redundancy.

In the case of subjective reasons for dismissal, the employer must inform the union council when the employee to be dismissed is a member of a union.

In the case of objective reasons for dismissal, the employer must inform a specific organ of the Ministry of Labour and Economics (DGRCT) and also the employee's representative council where this exists.

If the employee is pregnant or on parental leave, CIT needs to give its approval for the termination of the employment.

The employee must always be heard before the termination. Even in objective reasons dismissal, the employer must assure the employee's right to defend him-/herself.



**Q3: Is there a prescribed form for the termination of a labour contract?**

Yes, it must be in writing and properly justified.

**Q4: Are redundancy payments mandatory?**

Yes, except in the case of subjective reasons dismissal.

**Q5: How can an employee fight the decision of dismissal?**

By taking legal action before the Labour Court of his/her residence or the one closest to the head offices of the employer.

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