Vive La France – Employment law in France.

Activity One – Read the following text and place the missing words in the appropriate gaps.

French Employment Law: Dismissing Employees in France

award	**litigation**	**party**	**binding**
grounds	**'at will'**	**subject**	**bargaining**
Dismissals	**constraints**	**prevail**	
Statutory	**prevail**	**dismissals**	
lay-offs	**lay**	**scope**	

Employment in France is not **…….** and thus dismissals may only come about on demonstrably and limited objective **……**, which must be brought to the attention of the employee in writing.

…… are subject to stringent, and often bureaucratic, procedural **…….** constraints.

Redundancies, or …… on economic grounds, are subject to separate and complex procedural and substantive constraints particularly in the case of multiple ……..

There are a number of French State Agencies which have a statutory right to be advised of, and in some cases to authorise, proposed dismissals by private sector employers.

It is extremely easy and at virtually no cost for an employee to start ……. against his (ex) employer before separate Labour Courts.

Labour Relations Courts (Conseils de Prud'hommes) are generally made up of …… judges who are elected from the ranks of employer/employee organisations.

It is rare that the plaintiff be other than an employee and just as rare that claims be dismissed with no ……. whatsoever being made against the employer.

Virtually all contracts of employment are for an open term (contrats à durée indéterminée)

Specific short term contracts (contrats à durée déterminée) are …….. to stringent conditions and may not be renewed more than once.

Employment Law provisions are laid down by codified statute (Code du Travail)

Collective ……. agreements are widespread and in many specific industrial or commercial sectors are very often binding upon employers who were not a party thereto.

Provisions of Collective Bargaining Agreements or In-House Company regulations, which are in conflict with Statute Law generally, nevertheless …… if in favour of the employee.

In addition to the relative ……., at least from the perspective of the employer, of the Code du Travail (the French Codified collection of Employment Law provisions) there are often also additional, and perhaps equally constraining, provisions set out in Collective Bargaining Agreements, known in French as "Conventions Collectives de Travail".

In general terms, Collective Bargaining Agreements relate to a particular sector of industry or commerce and tend to set out in much greater detail the …….. of the relationship between employer and employee.

The terms of this reflect the results of local or national negotiation between bodies representing the employers and the employees.

However, the Conventions Collectives de Travail are in many cases ……. upon employers who took no part in any collective bargaining nor were members of any employers' representative grouping which was …… to the negotiations.

As a general rule in litigation before the French Labour Courts, where a conflict of interpretation exists between the statutory text (the Code du Travail) and that of the Collective Bargaining Agreement, then the provisions most favourable to the employee, are likely to ……..

Activity Two - Now answer the following questions using the model verbs WOULD, COULD and SHOULD But– first let's revise them:

COULD can be used to ask for permission, to make a request and express ability in the past. Compare the following:

- ***Could I** borrow your black dress for the formal dinner tomorrow? ~ Of course you can!*
- ***Could you** do me a favour and call the lawyer to ask his advice? ~ Of course I will!*
- ***I could** already **swim** by the time I was three. ~ Could you really? I couldn't swim until I was eight.*

COULD HAVE with **would have**, and **should have, could have** is used to talk about the past and refers to things that people could have done in the past, but didn't attempt to do or succeed in doing:

- ***I could have become** HR manager, if I'd passed my exams.*
- *If he'd worked harder, I'm sure **he could have completed** the exam.*

Should is used to give advice and make recommendations and to talk about obligation, duty and what is expected to happen. Reference is to the present and the future. **Should** is similar to **must** but is not as strong as **must**:

- ***You should** always wear a safety **helmet** when you go into the warehouse.*
- *Once the pack is opened, the cooked meatballs inside **should be consumed** within three days.*
- ***Should I tell her** that her employee is looking for a new job? ~ I think **you should**. **She should know** about it.*

should and should have

Should combines with the perfect infinitive to form **should have** + past participle when we want to talk about **past events that did not happen**, but **should have happened**. We are talking about an expectation and referring back to past time. Compare the following:

Before Tom leaves for work, his wife advises him:

- ***You should take** your umbrella. It might rain. ~ No, I'll be all right. I shan't need it.*

But it did rain. When he arrives back home, his wife says:

- *What did I tell you? **You should have taken** your umbrella. Then you wouldn't have got wet.*

Reference to the present and future:

- ***You should try** and smoke less, Henry. Your health isn't very good and it's getting worse.*

Reference to the past:

- ***I should have** given up smoking years ago, Mary. If I had, I wouldn't be in such bad shape now.*

Would If we want to talk about an unreal or unlikely situation that might arise now or in the future, we use a **past tense** in the **if-clause** and **would + infinitive** in the **main clause**. Compare the following and note that **would** is often abbreviated to **'d**:

- *How **would you manage**, if I wasn't here to help you? ~ **I'd manage** somehow. **I wouldn't bother** to cook. **I'd go out** to eat or bring home a take-away. **I'd ask** your mother to help me with the washing and the ironing. I know **she'd help** me.*

WOULD HAVE If we want to refer to the past and make a statement about things that did not happen, we need to use **had + past participle** in the **if clause** and **would have** constructions in the **main clause.** Note in these sentences that we can use **'d** as the abbreviation for both **had** in the if-clause and **would** in the main clause:

- *If he'd taken an umbrella, **he wouldn't have got** wet on the way home.*
- *If he'd taken his umbrella, **he'd have stayed** dry.*

1. Which **conditions** governing French employment law are explained in the article ?
2. If you COULD change the law which of these conditions WOULD you change ?
3. Which of these conditions do you think SHOULD be revised and updated ?

Activity Three - Comparing and contrasting in English – Let's revise comparatives and superlatives by reading the following sentences.

You are in **big** trouble if you sack someone without proper grounds.
It is a **bigger** problem to get the unions to agree than to get the company to agree.
The **biggest** problem we have is to negotiate with the unions.

It's **more** difficult to fire someone in France than to hire them.
Most people in France want to get a long term contract.
France is the country with **the most** red tape surrounding employment.

Make your own sentences using these adjectives (three for each as above with the comparatives and superlatives for each):

Fair	Equal	Small	bad
Unfair	Unequal	Good	

Activity Four - Now read the information about labor laws in some different European countries and then make some comparisons.

National Labor Laws

France

The Labour Code (Code du Travail) is the primary basis for labour law. Sitting astride the code is a large body of legally enforceable rights introduced through collective and works agreements (règlement intérieur). Most employment contracts are for an open term (contrats à durée indéterminée) and a major legal distinction exists between 'cadres' (top managers) and 'employés' (lower grade staff).

Italy

The Italian constitution recognises the central role of work in the social life of the country and there is a strong legal framework for working conditions, the right of association and equality of opportunity. In Italy there are many different instruments that may be used to introduce a new legal requirement - from 'Decreto Legge' that last for only three months to 'Delega Legislativa' that are frequently mistaken for full legal statutes, but are actually just blueprints for a potential law (Decreto Legislativo). On top of these parliamentary measures are regulations (regolamento) in five different forms, ranging from 'Derecto del Presidente della Repubblica', which do not require prior authorization by a law, to 'circolare', which simply instruct civil servants how to operate.

Spain

Because of the prolonged post-war dictatorial regime of General Franco, Spain has a relatively modern constitution and highly regulated labour market. The principal basis for all employment relationships is the Statute of Workers. At the age of 18 a Spanish worker may enter into a binding contract that gives them a wide range of protection including generous compensation for 'objective' dismissal.

Sweden

In spite of its high level of unionisation, Sweden's principal mechanism for establishing employment standards is not collective bargaining, but the law. The last national accord ended many years ago and collective agreements are now primarily concluded at a sectoral level for rolling two to three-year periods. Unlike many of its neighbours, Sweden does not operate a system that permits collective agreements to have general effect within their sector.

United Kingdom

By continental standards, the UK operates a highly liberal labour market with the minimum of legislative intervention and administrative 'red tape'. Employment rights have taken shape around the common law of contract and onto this central pillar have been bolted a number of statutory constraints in such spheres as working time, maternity, union rights and minimum pay. The UK does not have a written constitution and its court system has grown in a rather piecemeal way. However, specialist employment tribunals are empowered to hear almost all individual disputes and they are an integrated element in the civil court structure.

- Which of these countries allows the most flexibility to employers ?
- Which of these countries has the strictest labor laws ?
- Which of the countries gives more weight to collective agreements ?
- Compare some other aspects of the different labor laws in these countries using comparatives and superlatives.