

FORCE OUVRIÈRE'S PRACTICAL GUIDE

The rights of the employees of individual employers in France



English version

SN-FO-SAP - Secteur des Services à la Personne

7, passage Tenaille - 75680 PARIS Cedex 14 - Tel : 01 40 52 85 10

www.synam-spe.fr • www.facebook.com/SN.FO.SAP



Editorial



Often alone at their workplaces, without any external assistance in case of disputes with their employers, the employees of individual employers benefit of rights arising from the French collective agreement for employees of particular employer signed in 1999 and the French Labour Law applicable to them.

Since that time the FGTA-FO's Human Services Sector never stopped defending these employees in order to increase their rights both with the negotiation of new advantages in the collective agreement and by taking into account their specificities in the texts of the new labour legislation.

This second edition of the practical guide for your rights, revised and enlarged, shows the dynamism of the human services sector and the willingness of FGTA-FO to empower you to master and enforce your rights.

With this in mind, we have implemented in recent years a legal service dedicated to your activity. It can be reached by email at alain.sklenard@fgta-fo.org or by phone at + 33 6 09 68 51. In case of dispute before the Industrial Tribunal, our specialists will help you to assert your rights.

Véronique DELAITRE
Human Services Sector representative

Summary

Employees of individual employers: the scope of the collective agreement	p 4
Job classification	p 5-6
The french employment contract	p 7-8
Compensation	p 9-10
Working hours, weekly rest and bank holidays	p 11
Paid holidays	p 12-13
The breach of employment contract	p 14-17
■ Resignation	
■ Dismissal	
■ The employer's death	
■ Termination by mutual consent	
■ The end of the fixed-term contrat	
■ End of contract documents	
APPENDIX I - Universal service employment check	p 18
APPENDIX II - Incapacity and disability	p 19
APPENDIX III - Glossary	p 20-21



The collective agreement for employees of individual employers benefits to persons **employed by individuals**, working in the employer's home, and who carry out **family-oriented or household home tasks**.

The employer therefore is a private person (an individual), not a company or service provider association. However, for the **representative associations**, the employer is, in actual fact, the individual and the collective agreement is applicable.

The work is done in the home of the employer.

The employee performs the whole or part of the home tasks, whether familial or household.

What is meant by familial or household tasks:

- Childcare.
- Accompanying elderly, disabled.
- Housework.
- Ironing.
- Cooking.

Some close professions fall outside the collective agreement for employees of individual employers:

- **Maternal assistants** (qualified person taking care of children in their own home): they have a special status as well as foreign au pair.
- **Gardeners and private property's gardeners and watchmen**, depending of a collective agreement within the jurisdiction of the Ministry of Agriculture.

However, the private property's watchmen who do not perform gardening tasks but assume some domestic work, depend on the collective agreement for employees of individual employers.

The private property's watchmen carrying out only surveillance with no gardening or housework are not covered by any collective agreement.





LEVEL	CRITERIONS	HOUSEHOLD AND FAMILY JOBS	FAMILY ORIENTED JOBS	SPECIFIC JOBS
Débutant	<ul style="list-style-type: none"> • Less than six months experience. 	<ul style="list-style-type: none"> • Household employee. 		
Niveau 1	<ul style="list-style-type: none"> • Under the employer's responsibility. 	<ul style="list-style-type: none"> • Household employee. 		<ul style="list-style-type: none"> • Domestic ironer.
Niveau 2	<ul style="list-style-type: none"> • Skills acquired with experience and initiative capabilities. • Sense of responsibility (Employer present or not) or Versatile family employee certificate. (Approved credentials 1). 	<ul style="list-style-type: none"> • Household employee. • Family employee with versatile family employee certificate. 	<ul style="list-style-type: none"> • Personal care assistant 1. • Family employee taking care of children. • Companion. 	<ul style="list-style-type: none"> • DIY and odd jobs. • School support. • Shared children care: Employee non-holder of French qualification certificate. Children care at the employer's home.
Niveau 3	<ul style="list-style-type: none"> • Responsibility. • Self-reliance. • Experience. or • Professional qualification Certificate approved by the sector: • Special needs assistant. • Childcare in the employer's home. 		<ul style="list-style-type: none"> • Personal care assistant 2 for dependents. • Personal care assistant holder of French qualification certificate. • Family employee taking care of children, holder of French qualification certificate. • Daytime caretaker excluding nursing. 	<ul style="list-style-type: none"> • Qualified cook. • Chambermaid. • Manservant. • Laundry supervisor. • Qualified ironer. • Private secretary. • Shared children care: Employee holder of French qualification certificate. Children care at the employer's home.
Niveau 4	<ul style="list-style-type: none"> • Full responsibility. • Full self-reliance. • Qualification. 	<ul style="list-style-type: none"> • Household employee. or • Highly qualified employee with responsibility for all household and family tasks. 	<ul style="list-style-type: none"> • Night-time caretaker excluding nursing. 	
Niveau 5	<ul style="list-style-type: none"> • Highly qualified. 		<ul style="list-style-type: none"> • Children's nurse. • Nanny. 	<ul style="list-style-type: none"> • Butler. • Chauffeur. • Chef. • Bilingual private secretary.

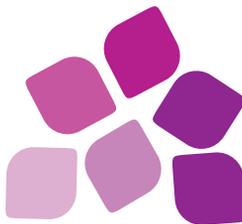


A new classification is being extended, based on five areas:

- Childhood (child or children care).
- Adult (accompaniment of a person in maintaining his autonomy or of a person with disabilities).
- Homes (including home maintenance, cleaning, ironing).
- Technical environment (including private secretary, private tutor, IT support).
- External environment (performing DIY activities, small gardening tasks, surveillance).

A new grid of 9 levels of remuneration comes along this new classification, in order to take into account the different conditions of exercise of different tasks. Seniority is no longer taken into account but instead, an increased attention is paid to qualifications held by the employee.

Once this text will come into force, the FGTA-FO's Human Services Sector will complete information to its members on these new measures.





The work contract can be either indefinite duration ('CDI', as a common rule) or fixed-term (CDD).

The CDD must be written out and has to mention the reason why it is used (replacement of an absent employee, exceptional activity increase...) otherwise it will be reclassified as a CDI.

For permanent contracts (CDI) the collective agreement requires that it be written out for any period of work of more than eight hours per week or more than four weeks per year. **We recommend getting a written employment contract regardless of the duration of activity.**

The employment contract is drawn up in duplicate. It must be initialled on each page, dated and signed by both parties. **Each party to the contract keeps a copy.** FGTA-FO's Human Services Sector can provide templates of employment contracts for each situation.

Any modification of the employment contract must be evidenced by an amendment. No party can impose on the other a significant modification of the contract. In case of refusal of the change, the one who proposed it must either continue the contract with previous conditions or terminate the contract by assuming the cost.

An employment contract template is available for members of the FGTA-FO's Human Services Sector.

SPECIAL CASE: SHARING CHILDREN CARE

This situation has been envisioned by the collective agreement for employees of individual employers since 2002. It assumes that:

The employee simultaneously ensures child care of two or more families alternatively at residence of one and the other. It is in the nature of that employment that children from two different families live together in harmony. This specificity implies an agreement and consultation of parents.

The employment contract of the employee providing shared children care

A written employment contract must be signed between the employee and each family employer. These contracts must include a clause stipulating the same relationship with the other family employer.

The breach of one of the employment contracts will affect the other. The new working conditions of execution must be accepted by the employee and by the individual employer(s) if a new family is found.



Duration of work and compensation

Working time is defined as total hours worked in the home of both families. All those hours are actually worked.

Each family pays for the hours worked at their home, according to the terms established in the employment contract.

Paid holidays and occupational health

The date of paid leave is fixed by agreement by both employers so that the employee has a real statutory leave.

If the duration of the overall work is equivalent to a full-time, occupational health is mandatory and at the expense of both employers.

ATTENTION: the system of responsible presence hours does not apply in the context of shared children care.





No employee may be paid below the minimum wage. In 2015 it was set at:

Gross hourly wage	9.61 €
Net hourly wage	7.34 €

The social partners of the branch have negotiated minimum wages, according to the levels defined in the classification paragraph. Furthermore, these wages are increased, in order to take into account of the employee's seniority in their function **with the same employer**.

Currently these **minimum** wages (one can always negotiate a higher salary) are:

LEVEL	Hourly wage without seniority	HOURLY WAGE ADJUSTED FOR SENIORITY (€)							
		After 3 years	After 4 years	After 5 years	After 6 years	After 7 years	After 8 years	After 9 years	After 10 years
I	9.61 €	9.61 €	9.61 €	9.61 €	9.61 €	9.61 €	9.62 €	9.71 €	9.80 €
II	9.61 €	9.61 €	9.61 €	9.61 €	9.61 €	9.66 €	9.75 €	9.84 €	9.93 €
III	9.61 €	9.61 €	9.61 €	9.66 €	9.75 €	9.84 €	9.94 €	10,03€	10,12 €
IV	9.61 €	9.61 €	9.63 €	9.72 €	9.82 €	9.91 €	10.00€	10.09€	10.19 €
V	9.68 €	9.97 €	10.07€	10.16€	10.26€	10.36€	10.45€	10.55 €	10.65 €

As we can see, many levels are at the minimum wage. A new agreement revising classifications and compensation is being finalized and should be released in the coming weeks.

The calculation of the compensation is performed as follows:

In case of regular schedule: number of hours per week x 52 / 12 = monthly working hours.

Monthly hours x hourly wage (adjusted) = monthly salary.

For example the monthly gross salary of a level III employee with more than 8 years of seniority and doing 40 hours per week is:

$$40 \times 52 / 12 = 174 \text{ h} \times 9.94 \text{ €} = 1729.56 \text{ €}.$$

In case of irregular work schedule, multiply the number of actual hours worked in the month by the applicable hourly rate.



Night hours

Night hours, provided that they do not include interventions or only quite exceptional interventions, are paid up to 1/6th of the agreed wage for the same effective working time. The duration of night hours cannot exceed 12 hours and, except in exceptional cases, the employee may not work more than 5 consecutive nights.

In case the employee is required to sleep on site, housing will not be deducted from the monthly pay.

SPECIAL CASE

FAMILY-ORIENTED JOBS: THE RESPONSIBLE PRESENCE HOURS SYSTEM

For this kind of employment, there are two categories of working hours:

- **Actual working hours.**
- **Hours of responsible presence**, that count for 2/3 of an hour of actual work.

The distribution between actual working hours and responsible presence hours must be stated in the employment contract.

Determination of family-oriented jobs and definition of responsible presence hours:

These jobs are those of employees who have a responsibility to people: children, elderly and disabled.

The hours of responsible presence are those where the employee can use time for himself while remaining vigilant to intervene if necessary.

Example:

Actual work hours: 36h

Responsible presence hours: 6h

Overall, the employee will be present 42 hours at his employer's home, but will only be paid on the basis of 40 hours of actual work insofar as the 6 responsible presence hours equal 4 hours of actual work.

ATTENTION: the system of responsible presence hours does not apply in the context of shared children care.



Working hours

For a full time employee: **40 hours weekly**, i.e. 174 hours per month.

Overtime work

Overtime hours are those worked over 40 hours a week, when the work schedule is regular.

When the work schedule is irregular, that is to say variable between 0 and 48 hours per week, overtime hours are those worked in excess of a weekly average of 40 hours, calculated over a quarter.

Overtime may not exceed eight hours per week calculated over a period of 12 consecutive weeks and in no case more than 10 hours per week.

Overtime is either paid or recovered within 12 months. In both cases, the hourly wage is increased by 25% for the first 8 hours of overtime and 50% in excess of the 8 hours.

Weekly holidays

Employees are entitled to a weekly rest of 24 hours, preferably on Sunday, plus half a day under the organisation of the work schedule. If the rest day is exceptionally worked, it will be paid at rate increased of 25% or will give access to an equivalent rest also increased (e.g. an hour and a quarter of rest for one hour of work).

French Bank holidays

May 1st

That day is, according to the collective agreement, the only statutory holiday. It gets paid if it falls on a day normally worked.

Working on May 1st entitles compensation increased by 100%.

Other bank holidays

For the other bank holidays, it is the employer's decision whether the employee must work or not.

- If (s)he's working, there will be no increased compensation. If (s)he's not working, (s)he shall be paid provided (s)he has three months of service with the employer.



As all employees, employees of individual employers are entitled to annual paid holidays.

Duration and taking of the leave

The employee acquires 2.5 business days per month of work during the reference period (from June 1 to May 31 of the reference year N - 1) with a maximum of 30 business days per year. The leave may be taken from May 1 to October 31 unless otherwise agreed between the parties. The part-time employees acquire the same number of days off that full-time employees.

Each week include 6 business days (not counting the day of rest and the worked bank holidays) from the first day the employee would have to work until the eve of his return to work.

Holiday pay

1/10th of the total gross compensation received between June 1 and May 31 of the reference year, or upholding of the total gross pay for equal work time to that of the leave. The system the most favourable to the employee applies.

Holidays imposed by the employer

Additional holidays imposed by the employer are compensated on the basis of the salary due for the same period worked and cannot be charged to the upcoming holiday.

Young mother

Women employees aged under 21 by April 30 of the previous year receive 2 additional days off per dependent child under 15 years or one day if the main leave does not exceed 6 days.

Women employees aged over 21 also have the same rights, provided that their total leave do not exceed 30 days.

Note that the jurisprudence of the French Cour de Cassation extends these measures to men.

Paid holidays splitting

In principle, paid leave must be taken in 2 periods; an initial period of maximum 24 days, taken between 1 May and 31 October and a second period corresponding to the 5th week taken separately.

If the first period of 24 days is not taken at once, the employee is entitled to extra days off.



Additional days for splitting

- 2 additional days off if the balance exceeds 5 days.
- 1 day if the balance is between 3 and 5 days.

Paid leave for employees paid by “Chèque emploi service universel” (universal service employment check)

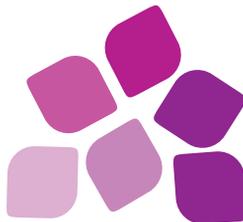
The hourly wage paid to the employee through “Chèque emploi service universel” (universal service employment check) includes additional compensation of 10% for paid leave, holidays are paid over time.

OTHER LEAVES

The employees of individual employers may benefit, with no loss of pay, of a leave for family events. The employee is entitled, without conditions of seniority, to the following holidays:

- 4 business days for their wedding or for the conclusion of a PACS.
- 3 days for each birth in their household; these days cannot be combined with a maternity leave but may with a paternity leave.
- 3 business days for the death of a spouse or a child.
- 1 business day for the marriage of a child.
- 1 business day for the death of the father, mother, stepfather, stepmother, brother or sister.

If the family event requires the employee to travel more than 600 km round trip, (s)he may ask for an unpaid extra business day.





There are as many kinds of termination of the employment contract as there are kinds of contracts. The main ones are resignation or dismissal. But one may also be facing a termination by mutual consent or end of a fixed-term contract. The employer's retirement or death may also cause termination of the employment contract. The termination can be at the employer's or the employee's initiative.

RESIGNATION

Under the Article 11 of the Collective Agreement, the resignation is the termination of the employment contract at the employee's initiative. It must result in a clear and unequivocal manifestation of will and be notified by a registered letter or delivered by hand against receipt. The employee owes the employer an advance notice:

- 1 week for employees with less than six months' continuous service with the same employer.
- 2 weeks for the employee having six months to less than two years of service.
- 1 month for an employee with two years of seniority or more.

In case of failure to give notice, the party responsible for the breach shall pay the other party compensation equal to the amount of the pay corresponding to the period of notice.

Warning: in case of resignation, the employee is not entitled, except in special cases, to unemployment benefits.

Voluntary retirement of the employee at their initiative is similar to a resignation.

However, the notice due by the employee is the one due for a dismissal. The employee is entitled to severance pay at retirement:

- 1/2 month of gross salary after ten years of service with the same employer, to which will be deducted the contributions due.
- 1 month of gross salary after 15 years.
- 1.5 month of gross salary after 20 years' service.
- 2 months of gross salary after 30 years' service.

DISMISSAL

The employer may, for reasons related to the employee (incompetence, unjustified absences and delays, errors...) or for reasons of his own, (move, change in family or professional situation) decide to terminate their employee's contract. (S)He must in that case comply with a particular procedure and with certain obligations.

Note: that the forced retirement of the employee at the employer's initiative falls in the same category as a dismissal.



The process

The employer must summon the employee to a 'prior interview' by registered letter with acknowledgment of receipt or delivered by hand against receipt. This interview cannot be held before five days after its notification. During this interview the employer sets out the reasons for their decision and collects the employee's explanations (in case of fault). The employer must then wait for at least two days before notifying his decision to the employee. The first presentation of the letter sets the starting point of the notice.

Note that in case of hand delivery against receipt, an agreement is given on the delivery date but not on the content of the letter.

Note: the employer is not a company and the workplace is a private home, thus the employee cannot ask a counsellor to assist him during the preliminary interview. The specific procedure for redundancy does not apply either.

The notice of termination

It is due except for gross negligence or misconduct. In case of dismissal, the duration is:

- 1 week for less than six months' service.
- 1 month for a service 6 months and two years.
- 2 months beyond 2 years.

It should be noted that the notice does not stack with a period of paid leave.

In case of breach of the notice, whoever is responsible owes the other party a compensation equal to the remuneration that the employee would have received had he worked.

Hours for job search

During the notice period, the employee is entitled to free paid hours to find another job:

- Two hours a day for 6 days, if less than two years of seniority.
- Two hours a day for 10 business days, if more than two years of seniority.

These two hours will be allocated alternatively by the employer and by the employee.

What is owed:

- **The salary** until the last day of the contract, i.e. in principle until the end of the notice period.
- **Paid leave compensation** (comparison of 1/10th of the amount collected during the reference period and the salary that the employee would have received had he continued to work).
- **The severance package** that is equal to 1/5th month of salary per year of service + 2/15th beyond 10 years. It is calculated on the average gross wage of the 3 or 12 last months according to the most favourable result.
This allowance is not taxable or subject to social charges.



Thus an employee with 13 years of service and a gross average salary of 2.000 € will be entitled to a severance of...

$$(2000/5 \times 13) = \text{€ } 5200 + (2000/15 \times 6) = 799 \text{ €, i.e. } 5,999 \text{ €}.$$

THE EMPLOYER'S DEATH

Unless an agreement is reached with the surviving spouse or heirs, the employer's death terminates the employment contract. The surviving spouse or heirs must terminate the employment contract respecting severance-related procedures and obligations. The employer's death sets the starting point of the notice of termination.

The heirs or the notary must terminate the employee's contract in the form prescribed in case of dismissal.

Are due to the employee:

- The final salary.
- The notice and severance pay to which the employee is entitled, considering his seniority when the employer dies.
- Holiday pay.

Since the enactment of the Law of simplification of 16/02/2015, the act of dismissal and of paying to the employee the sums due to him no longer assume that the heirs have accepted the succession. This new measure should make it easier for the employee applying his rights.

TERMINATION BY MUTUAL CONSENT ("RUPTURE CONVENTIONNELLE" IN FRENCH)

Termination by mutual consent is a mode of termination of the employment contract that may be applicable to employees of individual employers. It entails a mutual agreement between the employer and employee to terminate the employment contract, which means benefits for both parties:

- For the employer: (s)he does not have to provide grounds for the termination and is not required to pay the notice.
- For the employee: (s)he benefits of unemployment compensation and collects their severance pay.

The process

During one or more interviews, the parties agree to terminate the employment contract and define the terms and conditions. Once the agreement is signed, the employer and the employee have a 15-day period of reflection available to retract. After this period, the first party sends to the DIRECCTE (French labour inspection) a copy of the agreement signed by both contracting. The DIRECCTE has then 15 days to approve the agreement. In case of no response by the administration within this period, the agreement is reputed to be approved.



Termination of the contract

Unless otherwise stipulated in the agreement, the contract terminates the day after the expiration of the delay for approval of the DIRECCTE. The employer pays the employee's severance pay, their holiday pay and the last salary. (S)He gives them their documents of termination.

THE END OF THE FIXED-TERM CONTRAT ('CDD')

The fixed-term contract is not frequently used in the human services sector. Remember that it must be drawn up in writing and contain grounds restrictively listed by the law. The only usable causes are replacing an absent employee or an exceptional increased activity.

Once the probationary period has expired, it is very difficult to end the 'CDD' prematurely. In fact, it can only be broken in the following cases:

- Agreement between the employer and the employee.
- Request by an employee who is hired on a permanent contract ('CDI').
- Serious offense (or misconduct) of the employee or the employer.
- Force majeure.
- Incapacity certified by the occupational physician.

At the end of the contract, the employer must pay the employee an indemnity equal to 10% of total gross compensation paid during the term of the contract. (S)He gives them their documents of termination. (See below.)

END OF CONTRACT DOCUMENTS

- The last payslip, including severance pay and compensation in lieu of paid leave.
- The work certificate (employment and qualification dates, with the exception of any subjective assessment of the quality of the service).
- The job center certificate.

End of contract documents must be handed over on the last day of the contract. Any delay in the delivery of these documents is considered as a loss sustained by the employee, for which (s)he should be compensated.

You must also know that the receipt for full and final settlement (i.e. all the documents listed above), which is not necessarily signed, can be challenged within six months from the date of signature.



Created by the Law of 26 July 2005 which established a development plan for human services, **the universal service employment check** (Chèque Emploi Service Universel or CESU in French) has been in force since January 1 2006.

Using CESU

The universal service employment check is used exclusively by individual employers to pay a salaried employee at home, declare and remit payroll taxes. A legal entity, whatever its form (company, association...) cannot use the CESU for any kind of employment.

The individual employer must obtain the employee's consent to use the universal service employment check. The employer must also explain to the employee how the system works.

Jobs for which the CESU can be used

All activities within the scope of the collective agreement for employees of individual employers, namely domestic or family jobs performed in private homes. Some activities (defined by decree) exercised outside the home, provided they are included in a service offer including a set of activities performed at home.

However, the tasks that would be linked to an occupational activity are excluded.

Employee Status

- Pay is at least equal to the net minimum wage increased by 10% for paid leave except for contracts exceeding 32 hours/week for which payment is now done at the time of taking leave.
- Job certificate delivered by URSSAF to justify his rights to social benefits, to unemployment insurance and supplementary pension.

Practical arrangements

- The check is remitted to the employee.
- The employer sends the social component to CNCESU.
- The salary certificate is sent by CNESU.
- The employer's account is debited automatically.

Contributions

- URSSAF in St Etienne deals with the calculation and collection of contributions.
- Payment of a contribution for vocational training.



WORK INCAPACITY

The employees of individual employers are entitled, under certain conditions, to **additional compensation** in the event of an absence from work due to illness, accident of life, injury-on-duty and assimilated.

These compensations are in addition to those paid by the Social Security.

To receive compensation the employee must:

- Have six months of continuous seniority with the same employer.
- Prove their incapacity for work within 48 hours.
- Be taken care of on the territory of the European Union.
- Submit as appropriate against a visit.

From when can the employee perceive the allowances?

Daily allowances from Social Security are paid from:

- First day of absence in case of accident or occupational disease.
- Fourth day in all other cases.

The additional compensation covered by IRCÉM (Groupe de Protection Sociale des Emplois de la Famille - Social Protection of Family Jobs Group) are paid:

- From the 8th day of absence in case of illness.
- From the first day off absence in case of commuting accident or work accident at the employer's home.

Définition

Work accident: accident whatever the cause, occurred because of or in the course of work to any employee.

In case of work accident, the employee has no recourse against the employer unless wilful misconduct of the employer.

But the qualification of accident opens right to benefits in kind from the health insurance without any patient's contribution (fees fully supported) and daily allowances.

Commuting accident: accident occurred to an employee on the route to or from the place of work and their home provided that the route has not been interrupted or diverted for personal reasons other than the basic necessities of life. Under these conditions, a commuting accident entitles to the same benefits than those for a work accident.

In case of multiple employers, an absence for work accident or related accidents will be treated as such by the employer concerned, and treated as a disease by all other employers.



Amount of benefits

Thanks to the provident system established by the collective agreement, a sick or injured employee of individual employer will receive, during the period of absence from work, **100% of the reference wage**, minus the social security benefits (i.e. daily allowances).

Définition

Reference wage

The reference salary is the average gross monthly salary received by the employee during the quarter preceding the first day of the absence, excluding paid leave if they are paid monthly.

For employees receiving daily allowances from the Social Security, supplemental benefits will be paid until the cessation of Social Security payment.

For other employees, the maximum duration of benefits is 3 years, or the effective date of a disability pension, of the retirement or the 65th anniversary of the employee.

DISABILITY

Conditions relating to employees to receive compensation

Will benefit from the disability pension of IRCÉM all employees with a minimum seniority of 6 continuous months with the same employer and who meet one of the following conditions:

- Benefit of a 2nd or 3rd category disability pension from Social Security.
- Benefit of a work accident pension for a disability of at least 66%.
- Be acknowledged invalid by the medical inspector of the IRCÉM.

Amount of the disability pension

The amount of the annual pension is equal to 95% of annual net base salary, minus the pension or annuity paid by Social Security.





IRCEM'S SOCIAL ACTION

(Excerpt from the IRCEM documentation)

Social Action aims primarily to support you and your family, to prevent the difficulties you may encounter in your life or to help you overcome them. Administrators Members of the Social Provident Committee have identified priority areas of intervention:

- Promote and maintain employment in our sector.
- Promote access to medical care.
- Care for disability.
- Support the person in difficult times.

Individual aids have been created around these axes. To this end the IRCEM offers you many services. Listening, advice and guidance packages, counselling solutions and individual financial aid can be granted.

You have concerns in your daily life: health, disability, education, micro-credit... The IRCEM's Social Action for provident has set up a special telephone service "IRCEM Plus". Social Action is an important dimension of the IRCEM Group, inscribed in the very nature of its missions and activities.

The actions are designed to help employees who contribute to the IRCEM Prévoyance scheme. The aid is granted as a last resort after having previously used the possibilities offered by the legislation. They are punctual, subject to the Action sociale regulation defined by IRCEM. They are allocated according to each particular situation and the available budget dedicated.

IRCEM counsellors can be reached at +33 9 80 98 09 90 (toll-free number) Monday through Friday from 8:30 a.m. to 6:00 p.m.





Work accident

Accident, whatever the cause, occurred because of or in the course of work to any employee.

In case of a work accident, the employee has no recourse against the employer unless wilful misconduct of the employer.

But the qualification of accident opens rights to benefits in kind from health insurance without any patient's contribution (fees fully supported) and to daily allowances.

Commuting accident

Accident occurred to an employee on the route to or from the place of work and their home provided that the route has not been interrupted or diverted for personal reasons other than the basic necessities of life. Under these conditions, a commuting accident entitles to the same benefits than those for a work accident.

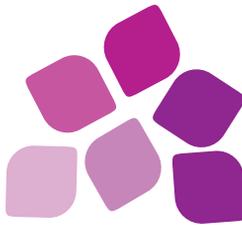
CNCESU

National Centre of universal service employment check.

Paid holidays splitting

In principle, paid leave must be taken in 2 periods; an initial period of maximum 24 days, taken between 1 May and 31 October and a second period corresponding to the 5th week taken separately.

If the first period of 24 days is not taken at once, the employee is entitled to extra days off.





Hours of responsible presence

Family-oriented employees who have a responsibility to children, elderly and disabled may perform hours of responsibility presence, which amount is fixed in the contract.

The hours of responsible presence are those where the employee can use time for themselves while remaining vigilant to intervene if necessary.

An hour of responsible presence count for 2/3 of an hour of actual work

Trial period

This is the period before the hiring of the employee is finalized/made official, during which either party may terminate the employment contract without compensation or notice.

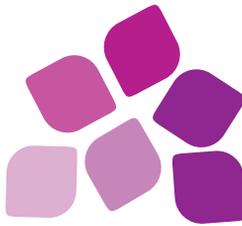
Notice period

The notice is the period that must elapse between the announcement by one of the parties of their intention to terminate the employment contract and the actual termination of that contract.

The notice is a period worked and the work must be performed under normal conditions.

Individual employer's employee

Person employed by individuals, working in the employer's home, and who carries out family-oriented or household home tasks.



For all your legal questions contact:

**Alain SKLENARD at 06 09 07 68 51
or alain.sklenard@fgta-fo.org**



SN-FO-SAP - Secteur des Services à la Personne

7, passage Tenaille - 75680 PARIS Cedex 14 - Tel : 01 40 52 85 10

www.synam-spe.fr • www.facebook.com/SN.FO.SAP