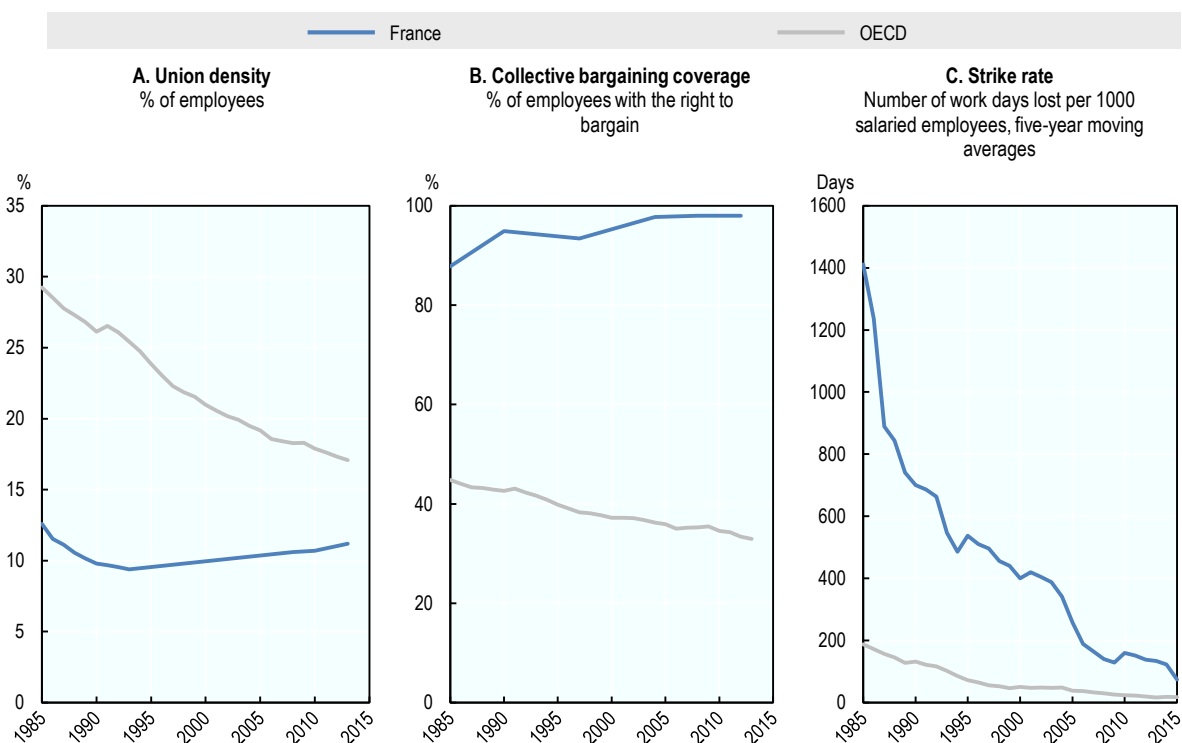


## France

### KEY FEATURES OF THE COLLECTIVE BARGAINING SYSTEM IN 2015

Predominant level	Sectoral
Degree of centralisation/decentralisation	Centralised
Co-ordination	Low
Trade union density in the private sector	5-10%
Employer's organisation density	70-80%
Collective bargaining coverage rate	90% or more
Quality of labour relations	Medium

### TRENDS IN INDUSTRIAL RELATIONS IN FRANCE, 1985-2015



## BUILDING BLOCKS OF COLLECTIVE BARGAINING

The detailed description of the building blocks of collective bargaining mainly relies on information provided by the responses to the policy questionnaires that were sent to Labour Ministries, employer organisations and trade unions in 2016. The information reported in the questionnaires represents the situation in **December 2015**.

### Use of *erga omnes* clauses

Legal application of a sector level agreement in the absence of administrative extensions *Erga omnes*

Legal application of a firm-level agreement All workers

### Use and coverage of extensions

Use of extensions of sectoral collective agreements Yes, very common.

Procedure The Ministry issues the extension (even without request) building on a motivated opinion by a Commission.

Representativeness criteria No representativeness criteria for employers. Trade unions need to have received >30% of votes at the last professional elections and the agreement should not be opposed by any trade union having received >50% votes.

Public interest criteria The Ministry has the possibility not to extend the agreement if its terms are in contradiction with general econ policy objectives.

Exemptions or possibility of appeal There are no exemptions but the decision can be appealed.

### Duration of collective agreements

Average duration Information not available

Maximum duration of collective agreements No (usually there is no end date, but in the rare cases where there is an end date, maximum five years).

Can contracting parties terminate an agreement before its expiry date? Yes, but parties have to renegotiate it (not in the rare cases of fixed-term CA).

Is maximum duration of after-life/ultra-activity of agreements fixed by law? For permanent agreements, if notice is given, 15 months of ultra-activity and possibility to prolonge them. For fixed-term, no limit to ultra-activity.

### Retroactivity of agreements

Do firms have to pay arrears in case of late renewal? No

Does retroactivity apply only to members of signatory parties or does it cover all parties? Not relevant

### Use of the favourability principle

Application of the favourability principle is entirely a matter for the bargainers but on wages, occupations, complementary social security and training funds the favourability principle always applies.

### Use and scope of derogations and opt-out

Derogations from the law	Not in general (only if this is explicitly stated by the law).
Derogations from collective agreements	
Scope	General opening clauses and opt-out are granted by the law and/or foreseen by sector-level agreements. Opt-out are exceptional.
Topics	<ul style="list-style-type: none"> <li>• General opening clauses allow derogate on working time.</li> <li>• Opt-out on wages and working time.</li> </ul>
Rationale	<ul style="list-style-type: none"> <li>• General opening clauses: adapt norms to local realities.</li> <li>• Opt-out: defensive measure.</li> </ul>
Criteria	<ul style="list-style-type: none"> <li>• General agreement with the trade unions based on clearly <i>ex ante</i> criteria (the law explicitly forbid derogations on some topics).</li> <li>• Opt-out: no clear criteria, evaluation case by case: need an agreements with trade unions with &gt;50% votes. If no agreement with trade unions, with an organisation in the branch or with employees clearly mandated if a vote approves it.</li> </ul>
Other	Opt-out is granted on the condition of keeping employment constant.

### Forms of co-ordination

Mode of co-ordination	State imposed/induced or inter/intra-associational
Degree of co-ordination	Limited

### Enforcement of collective agreements

	Sector-level agreements	Firm-level agreements
Do agreements typically include a peace clause?	No	Not allowed.
Do agreements typically include a mediation/arbitration procedure?	No, but a collective agreement can state that.	No
Is it compulsory?	Not relevant	Not relevant

### Worker representation at the workplace

Union or union representatives but non-union worker representatives can be present.

### Board-level employee representation

Public sector	Yes
Private sector	Yes
Scope	<ul style="list-style-type: none"> <li>• State-owned companies.</li> <li>• Private sector &lt;1 000 (voluntary).</li> <li>• Private sector &gt;1 000 in France or &gt;5 000 worldwide.</li> </ul>
Proportion/number of workers' representatives	<ul style="list-style-type: none"> <li>• &lt;200: two members (max 1/3) and &gt;200: 1/3</li> <li>• Up to ¼ (max. four or five)</li> <li>• Boards ≤12 min. one or boards ≥ 12 min. two.</li> </ul>
Nomination of candidates	<ul style="list-style-type: none"> <li>• Trade union or min. 10% of employees.</li> <li>• Trade union or min 5% of employees (or 100 employees in companies &gt; 2 000).</li> <li>• After WC's opinion, the general meeting of shareholders chooses either 1,2 or 3: 1. Nomination by trade union, 2. Appointment by work council, 3. Appointment by trade union.</li> </ul>
Appointment mechanism	<ul style="list-style-type: none"> <li>• Election</li> <li>• Election</li> <li>• Election by employees</li> </ul>

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