

The different types of contract's termination

I. THE DISMISSALS

A. REDUNDANCY

Motive : to justify redundancy, the job cut must be the result of:

- Significant economic difficulties that cannot be compensated by another company in the group or that jeopardize the company's business (provide figures).
- Technological change (relocation to maintain the company's business)
- A reorganization of the company (to maintain the company's business)
- A cessation of the company's business

B. DISMISSAL FOR REAL AND SERIOUS CAUSE

(Includes all other forms of dismissal: personal reasons, misconduct (serious or gross)).

When an employer dismisses an employee outside of an economic context, the reason must be justified by a real and serious cause established according to the following criteria:

- It is based on real facts
- It is specific, concrete, and verifiable
- It is sufficiently important to justify termination of contract.

Personal reasons (based on the employee's personal situation):

- Simple misconduct
- Health condition that prevents the employee from continuing with the company. Incapacity declared by occupational health.
- Professional incompetence of the employee.

In this case, the employee leaves with all the benefits following the termination of the contract (notice pay, severance pay, and paid leave) because the real and serious reason is not of a based-fault nature.

Serious misconduct: misconduct that makes it impossible for the employee to remain in the company. Serious misconduct is not necessarily intentional, which is why the employer is not required to impose a precautionary suspension.

Gross misconduct: misconduct committed by an employee with the intention of harming the company or employer. An employee dismissed for gross misconduct does not receive notice and severance pay. However, they do receive paid holiday pay. However, if the gross misconduct has caused harm to the employer, the employee may be required to pay damages to the employer. N.B. : dans tous les cas de licenciement, quelle qu'en soit la raison, le/la salarié.e percevra des allocations chômage.

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Dismissal, regardless of the reason, must follow a strict procedure; therefore, you should contact a law firm specializing in employment law. We can put you in touch with our partner lawyers.

II. MUTUAL TERMINATION (rupture conventionnelle)

Termination of the employment contract by mutual agreement between the employee and the employer.

Only permanent contracts can be terminated in this way. This includes work-study and/or professional training contracts concluded as permanent contracts.

This termination is the result of an agreement signed (cerfa 14598*01) by both parties during an interview. This agreement is subject to the provisions of labor law (Article L1237-14 of the French Labor Code). See our « Focus On » on mutual termination.

In the event of mutual termination, the employee will receive unemployment benefits. Since April 1, 2022, mutual termination requests must be submitted electronically via the TELERC website.

III. RESIGNATION

An employee wishes to terminate their contract. They inform their employer of their decision.

N.B.: Although the law does not specify any particular rules regarding notification of resignation, we recommend sending a registered letter with acknowledgement of receipt, or delivering it by hand in exchange for a receipt.

The employee must comply with the legal or contractual notice period. In the event of resignation, employees often ask for a reduction in the notice period. The employer is not obliged to accept this. If they do accept, we recommend informing the employee of their decision by letter or email, confirming the agreed end date of the contract.

N.B.: Employees are not normally entitled to unemployment benefits, except in certain exceptional circumstances. Please consult us.

Please do not hesitate to contact us if you have any questions!