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Carrying out of the labour law reform orders

Aimed at completing and ensuring consistency among the provisions taken in application of Law No. 2017-1340 of 15 September 2017, an enabling law granting the power to take measures via orders to reinforce the social dialogue, called the 6th Labour order, has been adopted.[1] It provides more details on certain definitions and measures introduced by the orders of 22 September 2017[2] in order to clarify them, but it also contains several substantive modifications.

For instance, the notion of a group has been reshaped, the scope of redeployment clarified, the role of the trade union delegate further explained, the articulation between company agreement and national inter-branch agreements organised, and the scope for negotiation of the works council extended to agreements relating to employment preservation. But, above all, the new employee representative entity, the Social and Economic Committee (CSE), has been the object of some clarifications and modifications.

Hence, the 6th Labour order provides that in case an expert is consulted, such expert must be a chartered accountant or an empowered expert, and in case of a merger it must compulsorily be a chartered accountant. The establishment of specifications by the expert and the CSE is not systematic, the expert's assessment must justify it. In addition, the order further defines the conditions for the transition from the old representation system to the new one, notably by providing the nullity of the provisions of the company agreements relating to the former employee representative institutions as from the date of the first round of the elections of the CSE's employee delegation members. Finally, the employer is exempted from consultation on provisional job and skill management in case of agreements negotiated on these matters.

By a law dated 29 March 2018,[3] the labour law reform orders were ratified. The ratification law also makes a few changes,[4] but its main function is that it completes the reform process. The reform thus realised constitutes the most important labour law reform since the famous 1982 Auroux laws. With more than 400 pages in the Official Journal, the extent of the change is considerable, so altered are the notions and mechanisms. Securing individual work relations, simplifying and optimising collective work relations (both representation- and negotiation-wise) are assuredly the key works of the reform. We must, however, not rush into judging its efficiency and effectiveness. A few months, probably ultimately running into a few years, are necessary before being able to note some improvements in terms of securing and simplification, especially given that such improvements will be made effective only with the help of those involved in labour law (employers and employees, social partners, judges, jurists, HR services and lawyers) who must now grasp all the potentialities of the reform.

Law for the freedom to choose one's professional future

The law for the freedom to choose one's professional future, which constitutes, according to Muriel Pénicaud, Minister of Employment, "the second step of the French social model renovation" after the Macron orders, was definitively adopted on 1 August 2018. The matter having been referred to the Constitutional Court, the final text will be published upon its decision being made. We can, however, already recount the main lines of the reform on professional training, apprenticeship and unemployment insurance, achieved by the law.

On the overhaul of the personal training account (*Compte personnel de formation* – CPF), it must be noted that, as of 1 January 2019, subject to the application decrees notably fixing the amounts, the CPF shall now be supplied in terms of Euros instead of number of hours. The objectives of this change are commendable: furthering a better appropriation of the measures by their beneficiaries; putting an end to the iniquity of a variety of practices of the CPF's financiers; and becoming more adequate to meet training offers. People with disabilities shall receive an employer contribution to their CPF and part-time workers shall benefit from the same rights as full-time workers. The list of training courses eligible for the CPF will be removed, and instead the CPF will allow the funding of all training activities attested by duly validated and registered professional certifications. A mobile application of the CPF will be made available: all CPF holders will be able to choose and pay directly for their training course without going through an intermediary (employer, joint commission, etc.) and each worker will be able to compare the quality of the training courses, their success rate, etc., in order to assess whether the training course will meet their expectations. Finally, a "professional transition (CFP-TP)" CPF has been created: it is a specific way to use the CPF to finance long-term training in order to change job or occupation in relation to a professional transition. Individual training leave, which allowed employees to undertake such training activities, has consequently been withdrawn.

Regarding apprenticeships, young people will be able to get an apprenticeship until they are 30 years old (29th year of age completed) instead of 25 as it currently stands. The term of the apprenticeship contract shall be a minimum of six months (instead of the current one year) to a maximum of three years, except in the event of an extension. The objective of this reworking clearly lies in the fight against unemployment, which particularly affects young workers. These provisions shall apply as from 2018, after the publication of the law. The maximum term of the professional training contract shall be increased from 24 to 36 months (adjustment of the term of apprenticeship contracts) and it will be possible to perform the professional training contract partly abroad for a period of no more than one year.

Regarding unemployment insurance, as from 1 January 2019, employees who resign in order to create their own company or to undergo professional retraining, will be able, subject to conditions, to benefit from the unemployment insurance benefit. The professional retraining activity must be real and serious as attested by a regional inter-branch joint commission. In addition, the law grants rights to the benefit of independent workers who are facing compulsory liquidation or receivership of their company. They shall receive a lump-sum allowance without having to pay an additional contribution. It could amount to €800/month for six months; the amount and duration of payment shall be specified by decree. Furthermore, the unemployment contribution payable by employees will cease. This has already been reduced from 2.40% to 0.95% on 1 January 2018 and must be suspended from 1 October to 31 December 2018. In parallel, the rate of employers' contribution to unemployment insurance may be reduced or increased according to the number of contract terminations, followed by registration at Pôle Emploi.

Beyond these themes, two new features must be noted. Firstly, the law establishes the interim permanent employment contract (the CDI-i), implemented since 2015. It is a contract entered into with a temporary employment agency for the performance of successive job placements. It is governed by the provisions of the Labour Code relating to permanent contracts, subject to some adjustments. Employers welcome this development of temporary employee loyalty, but how can we not fear an increased workers' casualisation? Secondly, the principle of equal pay for women and men becomes a performance obligation in companies of at least 50 employees. They will have to publish annual indicators about pay level differences and set up actions to phase them out. In case of non-compliance, companies shall be punished with a financial penalty (up to 1% of the payroll), payable to the old-age solidarity fund.

Employment trends

On 21 June 2018, the DARES published a survey on the evolution of fixed-term contracts (*contrat à durée déterminée* – CDD) and indefinite-term contracts (*contrat à durée indéterminée* – CDI) hiring and termination over the past 25 years.[5]

Regarding hiring, it appears from the survey that 88% of employees (excluding temporary work) worked via a CDI and 12% worked via a CDD in 2017. The proportion of CDDs in employment increased sharply between 1982 and 2002, but more moderately afterwards. Within the CDD and CDI hiring flow, the proportion of CDDs has sharply risen in 25 years, notably since the 2000s, increasing from 76% in 1993 to 87% in 2017. It must be noted that this is in addition to a sharp increase in very-short-term contracts: in 2017, 30% of CDDs lasted only a single day. This phenomenon particularly affects the medico-social accommodation sector, the audiovisual sector and the catering sector. In 2017, 40% of employees had a CDD of less than one month and did not find a longer CDD or a CDI afterwards. On the contrary, this group of employees signed an average of 3.5 CDDs of less than a month within one quarter.

Regarding terminations, practices have greatly evolved following the establishment of mutually agreed termination 10 years ago,[6] which often is a substitute for resignation and, sometimes, for redundancy on economic grounds.

Another observation which includes hiring and terminations is that the labour turnover rate went from 29% in 1993 to 96% in 2017. This rise is mainly a result of the development of very short CDDs, whereas the use of CDIs remains relatively stable.

On a more positive note, Obergo's and CFDT-Cadres' 2018 telework barometer shows that telework had a positive effect on 95% of the men and 96% of the women surveyed, and allows for an increase in productivity in 86% of them. However, for 57% of those surveyed, telework also translates into an increase in their working hours. A reality or a feeling? Probably both, according to the workers concerned.

Social dialogue trends

The DARES has published the results of two surveys on social dialogue, which suggest that social dialogue is not absent from small structures, but it turns out to be more informal than in companies of a greater size,[7] and that collective bargaining remains characterised by legal obligations.[8] Particularly in very small companies (TPEs), conditions and working hours are the subjects discussed the most, while there is little exchange about employment and wages. Employers' tendency to involve the employees in decision-making increases correlatively to the presence of conflicts in the company so that, according to the report, conflicts can be a sign that there exists a social discussion within the company.

Moreover, this was expected and has been published. A decree of 15 May 2018[9] for the application of article 16 of the Labour Law[10] changes the conditions in which the filing of

collective agreements signed as from 1 September 2017 are made, in order to grant the general public access to company agreements through a national platform. From now on, group, company, establishment and intercompany agreements must be filed by the structure's legal representative, or by the legal representatives of the structures concerned by the agreement, on the teleprocedure platform of the Ministry of Employment, put online on 28 March 2018, called "*Téléaccords*" (Teleagreements).[11] Filing requires a version of the agreement signed by the parties, a publishable version, namely not including the signatories' surnames and first names, and a copy of the letter notifying the text to all the representative organisations.

Employment litigation trends

The annual report of performance of the Ministry of Justice for 2017 has just been presented. It appears therefrom that the flow of employment disputes has not declined, including before the courts of appeal. Despite the recent reforms notably aiming at improving the functioning of the labour courts and decongesting them,[12] the employment courts' and courts of appeal's caseload remains significant. Yet a 18.5% decrease in requests made to employment tribunals can be noted. According to the report, litigants and their lawyers seemed to have had trouble appropriating the obligation to bring an action before the labour court by means of an application containing a brief presentation of the grounds of each originating motion, along with documents and a list thereof, such obligation being applicable as of 1 August 2016. Yet the number of closed cases has fallen by 7% and the processing time has increased by 0.4 months (to reach an average of 17 months). The number of cases to deal with surely remains important, especially for the employment divisions of the courts of appeal, due to the economic crisis which has caused the number of complex cases with high economic, social and political stakes to explode.

Workers' mobility

A few days apart, temporary posting has been the focus of the reflections of the *Cour de cassation* (the French Supreme Court) and the CJEU. Rallying to the position of the CJEU, the employment division of the *Cour de cassation* decided, in a decision by the plenary assembly dated 22 December 2017, that a E 101 certificate issued by the institution designated by the competent authority of a Member State is binding upon both the social security institutions of the Member State where the work is being performed and the courts of said Member State, even when it is noted by the latter that the conditions of the concerned worker's activities do not obviously fall within the material scope of the European regulations relating to the application of the social security regimes.[13] This constitutes a case law turnaround.[14] Hence, the presumption of validity of the temporary posting E 101 certificate is nearly incontrovertible. Only fraud, according to a recent decision of the CJEU,[15] allows the ruling out of certificates issued in the State of temporary posting. The solution is convenient but, in practice, it might come up against the problem of timing making it ineffective. Indeed, fraud allows the judicial institutions of the host State to rule out temporary posting certificates but only after a reasonable period has lapsed following a case being referred to the institutions of the State issuing the certificates, without the latter having reexamined the reasonableness of the issuance of said certificates based on concrete elements outlined by the host State and, as the case may be, withdrawing them.

Business protection and restrictive covenants

Confidentiality

The confidentiality clause does not have to be subject to financial compensation. This is what has just been decided by the employment division of the *Cour de cassation*,[16] which

thus confirms the duality of notions and, hence, of the regimes governing post-contractual clauses depending on whether they undermine the free carrying out of a professional activity. More specifically, the Court states that the employee's commitment, after termination of the employment contract, not to file a patent for inventions designed while performing his or her contract along with the commitment not to publish any scientific article and not to disclose any trade information or any technical piece of information, relating to his or her employer, does not amount to a non-compete clause and does not entitle him/her to the payment of financial compensation. The High Court thus confirms[17] that only a clause undermining the free carrying out of a professional activity justifies compensation. In this case, the clause most certainly prevents the employee from commercially exploiting inventions belonging to his or her former employer and disclosing information relating to his or her activity at home, but it does in no way limit his or her power to find a new job corresponding to his or her qualifications and to his or her professional experience.

Restrictions

Even in the absence of a non-compete clause, the employee has a duty of loyalty inherent to the employment contract on the basis of which, as the case may be, competitive acts committed by an employee can be sanctioned. The employment division of the *Cour de cassation* has just brought some clarification on the nature of the acts likely to face a disciplinary sanction.[18] It decides that "the fact for an employee to create, while at the service of her employer, and without informing the latter, a liberal activity of judicial representative directly competing with theirs, alone constitutes a breach of her duty of loyalty amounting to serious misconduct make it impossible for her to remain in the company". However, the facts must be thoroughly analysed to see their reprehensible nature. More specifically, a distinction must be drawn between the acts preparatory to a future activity which would be developed after termination of the employment contract, and the acts of competition or attempted competition committed during the performance of the contract. Finally, it must be noted that the disciplinary sanction may be imposed without having to demonstrate the loss suffered by the employer, since the litigious fact "alone" characterises a breach of loyalty constituting serious misconduct.

The employment division of the *Cour de cassation* has reached two decisions relating to settlement agreements which merit our attention in that they allow for a good assessment of the scope of a settlement agreement according to its wording. The scope of the settlement agreement regarding later requests by the employee depends on whether or not a clause waiving the right to bring an action is inserted. Without such a clause, the settlement agreement has the force of *res judicata* only regarding the dispute object of the legal instrument.[19] The settlement agreement clause waiving any action in general renders all the employee's later requests inadmissible.[20] These two decisions conveniently put an end to the preceding case law uncertainty,[21] and the employment division hesitating between a strict and a wider interpretation of the scope of the settlement agreement.

Protection against discrimination

Notions

Unequal treatment does not necessarily amount to discrimination. After a period of hesitation, the employment division of the *Cour de cassation* reaffirmed this distinction, which can only be approved.[22] Indeed, it confirms a decision by the court of appeal which noted that an employee actually only put forward an infringement of the principle of equal treatment, inasmuch as she affirmed having been discriminated against in respect of remuneration

following her maternity leave, without explaining in what way. Quite fortunately, it is not enough to put forward a difference in treatment and a discriminatory ground. It falls to the employee to establish a sufficient link between the two. This requirement is all the more imperative, according to us, since proof-wise, the employee must only present fact elements suggesting the existence of a form of discrimination.[23]

Principle of equality and collective bargaining

A collective agreement may provide for lower wages for beginner employees, as has resulted from a decision by the *Conseil d'Etat* (the French Administrative Supreme Court).[24] It concerned the plastics industry national collective agreement of 1 July 1960, pursuant to which any company of the branch may make a 5% deduction, for a 24-month period, from the minimum wages set for beginner executives, in particular new graduates with no professional experience. According to the CGT National Federation of Chemical Industries, this provision introduces a form of discrimination based on age and disregards the "equal pay for equal work" principle. The *Conseil d'Etat* disagrees and we can understand why: there is no discrimination based on age, if the chosen criteria is that of the level of experience, not age; and there is no unjustified breach of equality if the professional experience previously acquired by an employee can justify a difference in wages if said difference is related to the position requirements and the responsibilities actually assumed. A question that had not been raised in this case may be asked: Would the *Cour de cassation* accept to apply, in the hypothesis of the case at hand, the presumption of justification of treatment differences instituted through agreement? Probably…

On this issue, it decided that treatment differences, instituted by company agreement, between employees pertaining to different establishments, are presumed justified.[25] In this decision with maximal circulation, the Court extends to company agreements a solution with respect to treatment differences instituted by establishment agreements between employees pertaining to different establishments.[26] It must be stated as a reminder that treatment differences instituted by agreement benefits, from now on, form a presumption of justification. Since the rule was laid down, it has been progressively extended to all situations. It applies whether there is a treatment difference in professional categories or within the same professional category, whether the treatment difference results from different collective agreements or not, or whether it relates to employees of the same establishment or from distinct ones.[27] In this last case, the Court had to decide only on treatment differences resulting from an establishment agreement.[28] The solution now also applies, unsurprisingly, when they result from a company agreement. It is thus for the party who contests the treatment differences to demonstrate that they are unrelated to any consideration of a professional nature.

Can the fight against discrimination at work affecting women be ranked among these considerations? A decision delivered a few months earlier allows for a collective agreement to grant a half day of rest for International Women's Day.[29] An employee, in this case, had requested damages claiming that she had been subject to an unjustified difference in treatment. She reproached the court of appeal for having considered the difference in treatment, which is justified by the need to encourage women's fight in their struggle to be equal to men as not established in the workplace, when nothing justifies that men be excluded from said struggle – the appeal is clever in this respect. The argument was, however, dismissed by the *Cour de cassation* for which the measure aims at establishing equal opportunities for men and women by removing existing inequalities affecting opportunities for women. Men are of course welcome in this fight, but the granting of advantages to women to make this fight possible for them seems justified.

Harassment

The nullity of a dismissal based on the disclosure by the employee of psychological harassment acts requires a certain formalism in the disclosure, which in the end turns out to be protective of employees. We already know that a dismissal is null when the actual ground for dismissal or one of the grounds for dismissal aims at sanctioning disclosure by the employee of psychological harassment acts.[30] Only bad faith, which can only result from the knowledge by the employee of the falseness of the acts he or she discloses, precludes nullity.[31] The *Cour de cassation* has just brought some clarification on the scope of such protection: it is subject to the disclosure of acts qualified by the employee as psychological harassment.[32] This solution, which we understand, must be further clarified to avoid any confusion. If it requires the employee to consider the reported facts as constituting psychological harassment to benefit from the protection, it is not compulsory for these facts to constitute psychological harassment. Hence, the judge does not have to seek if the recounted facts meet the conditions of article L. 1152-1 of the Labour Code. In other words, the employee does not have to characterise the constitution of psychological harassment on the basis of the disclosed facts; he or she must simply describe the disclosed facts as psychological harassment. He or she must formally present them as such. We, however, understand the solution: on the one hand, potential nullity of the dismissal justifies special precautions; on the other hand, doing without this requirement would compel the judge to ponder the characterisation of the facts, thereby resulting in the protection being subject to all the legal criteria of psychological harassment being met, which is precisely what the legislator intended to avoid.

Religious matters

The *Cour de cassation* has had the opportunity to identify the practical consequences from decisions delivered by the CJEU on 14 March 2017 in relation to the wearing of the Islamic scarf within a company.[33] It considers that the employer, entrusted with the mission to uphold within the work community each employee's fundamental freedoms and rights, may provide for, in the internal rules of the company or in a memorandum subject to the same provisions as the internal rules, pursuant to article L. 1321-5 of the Labour Code, a neutrality clause forbidding the visible wearing of any political, philosophical or religious sign in the workplace, as long as said clause, which is general and undifferentiated, is applied only to employees in contact with clients. It considers that in the presence of an employee's refusal to comply with such a clause while carrying out her professional activities with the company's clients, it is for the employer to seek whether, while taking into account limitations inherent to the company and without the latter having to bear an additional charge, it is possible for it to offer the employee a position requiring no visual contact with its clients, instead of dismissing her.

This solution has the advantage of fixing a real guide on religious matters within a company:

- A company may implement a neutrality policy.
- Said policy must be provided for by a clause in the internal rules or a memorandum. Hence, staff representatives should be able to give their opinion on this policy when being consulted on the text and the labour inspectorate and in the same way, as the case may be, the courts should be able to check its conditions.
- The clause must be objective (and thus must aim at any kind of expression of any belief) and legitimate (namely, be limited to what is strictly necessary, for instance, by aiming only at employees who are in contact with clients) and its enforcement must be proportionate (hence the obligation to offer a position without any contact with clients before considering any dismissal when facing the employee's refusal to comply with the neutrality requirements).

- In the absence of such a clause, the ban on expressing one's religious beliefs constitutes a form of discrimination, which can be justified only by an essential and decisive condition resulting from the nature of a professional activity and its operating conditions. Without such a condition, dismissal of an employee who refuses to comply with neutrality requirements shall be null.

Protection against dismissal

Through remarkable case law, the employment division has put an end, or has almost done, to automatic loss, or in other words, the loss deduced from the wrongdoing.[34] Dismissal-wise, it is now clearly established that an employee suffering from a procedural irregularity must demonstrate the existence and extent of his or her loss to obtain compensation therefor. What about irregularities as to the substance? Automatic loss is preserved since the *Cour de cassation* has decided, in a decision to be given the widest circulation, that the unjustified loss of an employee's job causes him a loss the extent of which is for the judge to assess.[35] Two types of irregularities likely to impact the dismissal must be distinguished: for procedural irregularities, automatic loss is excluded; and for substantial irregularities, it is maintained. This solution is entirely consistent with the compensation schedule in case of a dismissal without a real and serious cause resulting from the Macron orders. As the legislator systematically provides for minimum compensation, except when the length of service is less than one year, the existence of any loss is legally presumed, which was formerly the case only for employees with at least a two-year length of service and employed by a company of more than 11 employees. Compelling an employee to prove a loss would then become *contra legem*.

Statutory employment protection rights (such as notice entitlements, whistleblowing, holiday, parental and maternity leave, etc.)

In cases relating to an employment contract, the employment division of the *Cour de cassation* is used to apply civil law rules whenever the solution cannot be found in a special text of the Labour Code. Lately, and pursuant to a decision benefitting from maximal circulation, it has explicitly referred to the reform of the law of obligations to clarify the regime of promised employment contracts and distinguish them from job offers.[36] More specifically, it has affirmed that the evolution of the law of obligations, resulting from order No. 2016-131 of 10 February 2016, leads to a different assessment, in labour relations, of the scope of employment contract offers and promised employment contracts. It also specifies that the act whereby an employer proposes a commitment specifying the position, wages and starting date and expresses its author's will to be bound in case of acceptance constitutes an employment contract offer, which can be freely retracted as long as it has not reach its addressee. The retraction of the offer before the expiration of the time-limit fixed by its author, or, failing that, the end of a reasonable period, prevents the conclusion of the employment contract and the author's non-contractual liability could be called into play. It adds, however, that the unilateral promise to enter into an employment contract is a contract whereby a party, the promisor, grants the other, the beneficiary, the right to opt for the conclusion of an employment contract, of which the position, wages and starting date are determined, and for the conclusion of which only the beneficiary's consent is required, and that the revocation of the promise during the time given to the beneficiary to opt in does not prevent the conclusion of the promised employment contract. The distinction may seem subtle but is worth being defined: whereas previously, the promise to hire amounted to an employment contract if it contained the position offered and the starting date, what

matters now is the employer's intent to commit itself or not, its will having to be explicitly expressed in the document.

Worker consultation, trade union and industrial action

The nullity of a collective agreement relating to the setting up of staff representative institutions has no retroactive effect.[37] Through this solution, the *Cour de cassation* going back to its case law, pursuant to which what is null is deemed to have never existed, a null agreement could not have any effect. This decision anticipates the application of the new article L. 2262-15 of the Labour Code resulting from the Macron orders and pursuant to which: "in case a collective agreement is annulled in whole or part by a judge, the latter may decide, if it appears to him or her that the retroactive effect of this annulment is likely to have obviously excessive consequences due both to the effects this agreement has produced and the situations which have arisen when it was in force and to the general interest which could require the temporary maintenance of its effects, that the annulment shall produce its effects only for the future or to modulate the effects in time of his or her decision, subject to the contentious actions which may have already been brought at the time of his or her decision for the same cause of action." So then why limit the solution only to agreements relating to the setting up of staff representative institutions? We must certainly not attach too much importance to the reference to the object of the agreement in the sense of a formal legal principle. And what about the mandates of the employees who have been elected or appointed pursuant to the agreement? In the absence of any retroactivity, the elections are absolutely not called into question, so they shall remain,[38] at least until a new agreement puts an end to the illicit situation, if we understand the decision correctly.

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Endnotes

1. Ord. No. 2017-1718 of 20 December 2017.
2. Ord. No. 2017-1385 relating to the reinforcement of collective bargaining; Ord. No. 2017-1386 relating to the new organisation of the social and economic dialogue within a company and facilitating the exercise and valuation of trade union responsibilities; Ord. No. 2017-1387 relating to the predictability and securing of work relations; Ord. No. 2017-1388 relating to the collective bargaining framework; and Ord. No. 2017-1389 relating to the prevention and consideration of the effects of being exposed to certain professional risk factors and on occupational health risk benefits accounts. For a presentation of the orders, see our contribution to *GLI – Employment & Labour Law, 2018, Sixth Edition*.
3. Law No. 2018-217 of 29 March 2018.
4. For instance, the competitiveness agreements have been renamed the collective performance agreements, cases of null dismissal excluding the application of the compensation schedule have been listed, the conditions of collective mutually agreed termination have been clarified, and the rules relating to the CSE's budget have been revised.
5. http://dares.travail-emploi.gouv.fr/IMG/pdf/2018-026v2.pdf.
6. Law No. 2008-596 of 25 June 2008 about modernising the labour market.
7. http://dares.travail-emploi.gouv.fr/IMG/pdf/2018-015.pdf.
8. http://dares.travail-emploi.gouv.fr/IMG/PDF/2018-020.pdf.

9. Decree No. 2018-362 of 15 May 2018.
10. Law No. 2016-1088 of 8 August 2016 relating to work, the modernisation of the social dialogue and the securing of career paths.
11. www.teleaccords.travail-emploi.gouv.fr.
12. See, notably, Law No. 2015-990 of 6 August 2015 about growth, activity and equal economic opportunities, Decree No. 2016-660 of 20 May 2016 relating to the labour courts justice and to the judicial handling of labour litigation, Law No. 2016-1547 of 18 November 2016 about the modernisation of the XXIst century justice, and Decree No. 2017-1008 of 10 May 2017 including various procedural provisions relating to the labour courts.
13. Cass. ass. plén. 22 Dec. 2017, No. 15-28.777.
14. Cass. soc., 29 Sept. 2014, No. 13-15.802 and Cass. crim., 11 Mar. 2014, Nos. 11-88.420 and 12-81.461.
15. CJEU 6 Feb. 2018, case C-359/16.
16. Cass. soc., 3 May 2018, No. 16-25.067.
17. Cass. soc., 15 Oct. 2014, No. 13-11.524.
18. Cass. soc., 11 Apr. 2018, No. 16-24.749. See previously Cass. soc., 9 July 2014, No. 13-12.423.
19. Cass. soc., 14 Feb. 2018, No. 16-29.059.
20. Cass. soc., 30 May 2018, No. 16-25.426.
21. See, notably, Cass. soc., 24 Apr. 2013, No. 11-15.204, Cass. soc., 5 Nov. 2014, No. 13-18.984; Cass. soc., 11 Jan. 2017, No. 15-20.040.
22. Cass. soc., 8 Nov. 2017, No. 15-22.758.
23. Article L. 1134-1 of the Labour Code.
24. CE 16 Oct. 2017, No. 390011.
25. Cass. soc., 4 Oct. 2017, Nos 16-17.517 and 16-17.518.
26. Cass. soc., 3 Nov. 2016, No. 15-18.844.
27. Cass. soc., 27 Jan. 2015, No. 13-22.179; Cass. soc., 8 June 2016, No. 15-11.324; Cass. soc., 26 Apr. 2017, No. 15-23.968.
28. Cass. soc., 3 Nov. 2016, No. 15-18.844.
29. Cass. soc., 12 July 2017, No. 15-26.262.
30. Cass. soc., 7 Feb. 2012, No. 10-18.035.
31. Cass. soc., 10 June 2015, No. 14-13318.
32. Cass. soc., 13 Sept. 2017, No. 15-23.045.
33. CJEU 14 March 2017, cases C-157/15 and C-188/15.
34. Cass. soc., 13 Apr. 2016, No. 14-28.293.
35. Cass. soc., 13 Sept. 2017, No. 16-13.578.
36. Cass. soc., 21 Sept. 2017, No. 16-20.104.
37. Cass. soc., 6 June 2018, No. 17-21.068.
38. Cass. soc., 11 May 2016, No. 15-60.171.

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Anaëlle also co-directs the *Master 2 Droit et pratique des relations de travail*, the direction of a university degree in labour law and struggling companies (*DU Droit social et entreprises en difficulté*), directs a university degree in labour law and international companies (*DU Droit social et entreprises à dimension internationale*) and co-directs a university degree for a certificate of specialised studies in labour law (*DU Certificat d'études spécialisées en droit social*).

Anaëlle is the author of numerous publications on labour law. She also carries out various scientific and educational activities, both within the University of Montpellier and at a professional level.

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