

LAWS AND REGULATIONS

Decrees 2015-357 and 2015-358 March 27, 2015 on accounting obligations of the Works Council, the Central Works Council, and the Intercompany Committee, resulting from the Law 2014-288 March 5, 2014.

These decrees provide for the introduction of three thresholds determining the accounting requirements of these bodies, taking into account the Works Council annual resources, and the number of employees it hires and specifying the information that is required in the management report, which is different depending on the size of the Works Council.

Any Works Councils are concerned by these new obligations enforceable as from January 1st, 2015

CASE LAW

INDIVIDUALS RELATIONS

▮ *Agreed termination and dismissal procedure*

The Supreme Court ruled that in case of agreed termination, if the employee retracts, the employer may, under certain conditions, start or re-start a disciplinary dismissal procedure.

The same day, the Supreme Court also validated the possibility of concluding an agreed termination after the notification of dismissal. *Cass. Soc. March 3, 2015, n°13-15.55; Cass. Soc. March 3, 2015, n°13-23.348; Cass. Soc. March 3, 2015, n°13-20.549*

The Supreme Court continues its jurisprudential construction on agreed terminations, in these series of cases; the Court takes positions on the possible articulations between the agreed termination and the dismissal procedure.

In case of withdrawal by the employee of his consent on the agreed termination, the launching of a disciplinary dismissal procedure must be completed before the expiration of the 2-month statute of limitation period. The signing of the agreed termination does not suspend such statute of limitation period.

▮ *« Prise d'acte de rupture » et moral harassment*

When an employee takes note of the termination of his employment contract due to facts constituting harassment, "prise d'acte" the judges must verify that the breach of the duty of security obligation is significant enough to prevent from the continuation of the employment contract.

Cass. Soc. March 11, 2015 ; n°13-18.603

This Court decision confirms the reorientation of the Supreme Court's position, for more than a year, on the "prise d'acte" of employment contracts.

In case of "prise d'acte" due to facts of harassment, this solution is particularly important, but it does not extinguish the security obligation of the employer.

Thus, judges must assess the seriousness of the employer's breach, taking account in particular the measures taken by the employer to stop acts of harassment and the date of the harassment committed in relation to the date of the "prise d'acte".