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AUGUST & DEBOUZY ACTS FOR THE SYNTEC AND CICF EMPLOYER FEDERATIONS IN A CASE WHERE TWO TRADE UNIONS REQUESTED A REVIEW OF THE DIFFRENCES BETWEEN JOB CATEGORIES

Droit du travail et de la protection sociale | 17/01/12 | Marie-Hélène Bensadoun

In its decision of November 29, 2011, the Paris Civil Court validated the differences between job categories as provided in the "syntec" collective bargaining agreement for technical engineering firms.

In this case, Marie-Hélène Bensadoun, partner in August & Debouzy's Labour and Employment Group, advised the Syntec and CICF Federations.

The trade unions' request relied mainly on a decision of the Cour de Cassation of July 1, 2009, however the Paris Civil Court found that the differential treatment in question was lawful and was based on objective and relevant reasons, insofar as it takes the specifics of each job category into account.

The Court thus validated the differences between job categories as laid down in the collective bargaining agreement for technical engineering firms which applies to over 750,000 employees. Such differences concern:

- The length of the notice period (Article 15 of the collective bargaining agreement);
- The calculation of severance pay (Article 19 of the collective bargaining agreement);
- Extra pay for night work, work on Sundays and bank holidays (Article 37 of the collective bargaining agreement);
- Compensation for temporary incapacity for work (Article 43 of the collective bargaining agreement);
- Means of transport for business trips (Articles 59 and 70 of the collective bargaining agreement);

It is the first time that a collective bargaining agreement has been called into question by a trade union on the grounds of equality of treatment between executive employees and non-executives (cadres and non-cadres). The Paris Civil Court ruled that the provisions were not unlawful and fully dismissed all of the claimants' claims and upheld for the most part the arguments raised by the employer federations.

The Court added that the trade unions' claims were not made in the context of any individual dispute, so the specifics of the engineers'/executives' situations and of the white-collar workers'/technicians'/supervisors' situations as regards the benefits in question could not be assessed in abstracto and that a collective bargaining agreement could not be expected to settle each specific case in a strictly equal manner.

This decision therefore confirms all of the provisions of the sector's collective bargaining agreement and preserves the principle of the freedom of collective bargaining.