

What must a contract of employment contain?

The labour code (Article 121-4) specifies that the contract of employment must be put in writing. A contract of employment is personal and signed in two original counterparts at the latest when the employee takes up his or her duties.

What must the contract of employment mention without fail?

Pursuant to Article 121-4, section 2 of the labour code, the contract of employment must mention the following:

- The identity of the two parties;
- The start date of the performance of the contract of employment;
- The workplace or principle that the employee will be employed in different places;
- A description of the tasks and duties assigned to the employee;
- The number of working hours per day or per week for the employee;
- The normal work schedule;
- The salary or basic pay and, where appropriate, extra salary or pay, fringe benefits, gratuities and contributions agreed as well as the time when the remuneration to which the employee is entitled is to be paid;
- The annual paid holiday and method for the calculation thereof; (*)
- The periods of notice to be served by the employer and the employee if the contract is terminated; (*)
- The trial period, where applicable;
- The exemption or additional clauses the parties have agreed;
- The indication of collective agreements that govern the employee's working conditions;
- Where appropriate, the existence and nature of a supplementary pension scheme, the required or optional nature of said scheme, the entitlement to the benefits thereof as well as any personal contributions.

(*) These mentions may result from a reference to the legal provisions or collective agreements. Any amendment shall be in writing, by means of an endorsement in two original counterparts signed by both parties.

If not put in writing, the contract of employment is not considered not to exist, but it is difficult to prove the contents thereof. If the parties agree to a fixed-term or part-time contract or a contract subject to a trial period, they must do so in writing. Otherwise, the contract shall be deemed to be open-ended or for full-time employment or without trial period.

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