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Mobility Leave

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The employer may propose mobility leave to the employee in the context of a collective agreement or a collective agreement breaking the collective agreement. Mobility leave is intended to promote the return of the employee to stable employment after the leave. During the mobility leave, the employee is given support to reclassify him or her in a new position. The conditions for the use of this paid leave are essentially defined by agreement.

What's that about?

The employer may propose to the employee a mobility leave provided that he has entered into a collective agreement or an agreement conventional break (<https://www.service-public.fr/particuliers/vosdroits/F19030?lang=en>) collective.

For the employer, the mobility leave is intended to anticipate the economic developments that the company might encounter in the future. It allows us to anticipate the consequences of these changes on personnel management.

For the employee, the purpose of the mobility leave is to promote the return of the employee to stable employment after the leave. Accompanying measures, training actions and periods of work within or outside the company are offered to the employee during the leave.

Mobility leave shall begin upon signature of the agreement between the employer and the employee. Employee does not run notice (<https://www.service-public.fr/particuliers/vosdroits/F2855?lang=en>).

The employee's employment contract is broken at the end of the leave. However, mobility leave is not equivalent to dismissal or resignation.

The implementation of mobility leave shall be carried out only under a collective agreement. It cannot be imposed by either party.

▲ Warning : mobility leave should not be confused with secure voluntary mobility (<https://www.service-public.fr/particuliers/vosdroits/F31555?lang=en>).

What companies are involved?

The conditions vary depending on the date of the termination notice.

Since 24 September 2017

Mobility leave may be offered by any company or group of companies which have concluded a collective agreement on the prospective management of jobs and skills (GPEC):

- at least 300 employees
- or Community-scale with at least one establishment with at least 150 employees in France

The *Community dimension company* a company employing at least 1 000 employees in European Union or EEA and has at least one establishment employing at least 150 employees in at least 2 of those States.

The collective agreement shall determine the following:

- Duration of mobility leave
- Conditions to be fulfilled by the employee in order to benefit
- The employee's method of adherence to the employer's proposal, including the conditions for the expression of written consent, and the commitments of the parties
- Organisation of working periods, the conditions under which leave is terminated and the forms of support for the planned training activities
- Level of pay paid during the period of mobility leave
- Conditions for information of staff representative institutions (<https://www.service-public.fr/particuliers/vosdroits/N518?lang=en>)
- Termination allowances guaranteed to the employee, which may not be less than the statutory compensation due in the event of dismissal for economic reasons.

Before 24 September 2017

Mobility leave may be offered by any company of at least 1,000 employees:

- having initiated a procedure for economic dismissal,
- having the obligation to propose a [reclassification leave](https://www.service-public.fr/particuliers/vosdroits/F2906?lang=en) (<https://www.service-public.fr/particuliers/vosdroits/F2906?lang=en>)
- having concluded a collective agreement on the forward management of jobs and skills (GPEC)

A mobility leave concluded before 24 September 2017 shall continue until the end under the conditions laid down at the time of its conclusion.

Approach

Employer Proposal

Mobility leave is optional. The company does not have to offer it.

If it so proposes, the procedures for employee membership are specified in the collective agreement on the management of jobs and skills (GPEC).

Employee Response

Agreement

If the employee accepts the mobility leave proposal, his employment contract is broken by agreement with his employer at the end of the leave.

The employee applying for the mobility leave shall give his written consent to the employer in accordance with the conditions of transmission laid down in the collective agreement.

The employer no longer has the obligation to propose a [reclassification leave](https://www.service-public.fr/particuliers/vosdroits/F2906?lang=en) (<https://www.service-public.fr/particuliers/vosdroits/F2906?lang=en>).

Refusal

The employee is free to refuse mobility leave. The employer cannot sanction him.

If the employee does not wish to join the mobility leave, he or she is entitled to [reclassification leave](https://www.service-public.fr/particuliers/vosdroits/F2906?lang=en) (<https://www.service-public.fr/particuliers/vosdroits/F2906?lang=en>).

Duration

The duration of the leave is specified by the collective agreement on the management of jobs and skills (GPEC).

Leave Organisation

The organisation of work periods and training actions are specified in the collective agreement on the ECPM.

The working periods offered to employees may be completed within or outside the company, within the framework of a new CDI () or CDD ().

When the employee has signed a CDD, the mobility leave is suspended. It shall resume at the end of the CDD for the remaining period.

Remuneration

During mobility leave, the employee receives his or her regular salary.

However, the mobility leave may last longer than the period of [notice](https://www.service-public.fr/particuliers/vosdroits/F2855?lang=en) (<https://www.service-public.fr/particuliers/vosdroits/F2855?lang=en>). If this is the case, the compensation paid is determined by the collective agreement on the ECPM. It shall be at least 65% of the average gross remuneration for the last 12 months, but not less than €1,398.75.

Remuneration paid shall be exempt from social contributions up to the first 12 months of the leave. It remains subject to the generalised social contribution (CSG) and the contribution to the repayment of social debt (CRDS).

An employee who has not found a job after the mobility leave may be entitled to [Unemployment Return to Work Allowance](https://www.service-public.fr/particuliers/vosdroits/F14860?lang=en) (<https://www.service-public.fr/particuliers/vosdroits/F14860?lang=en>), subject to conditions.

Statute and miscellaneous references

- Labour Code: Articles L2341-1 and L2341-12 [🔗](https://www.legifrance.gouv.fr/affichCode.do?idSectionTA=LEGISCTA000006177964&cidTexte=LEGITEXT000006072050&) (<https://www.legifrance.gouv.fr/affichCode.do?idSectionTA=LEGISCTA000006177964&cidTexte=LEGITEXT000006072050&>)
Community dimension company
- Labour Code: Article L1237-17 [🔗](https://www.legifrance.gouv.fr/affichCode.do?idSectionTA=LEGISCTA0000035623934&cidTexte=LEGITEXT000006072050&) (<https://www.legifrance.gouv.fr/affichCode.do?idSectionTA=LEGISCTA0000035623934&cidTexte=LEGITEXT000006072050&>)
Collective agreement breaks up
- Labour Code: Articles L1237-18 to L1237-18-5 [🔗](https://www.legifrance.gouv.fr/affichCode.do?idSectionTA=LEGISCTA0000035623938&cidTexte=LEGITEXT000006072050&) (<https://www.legifrance.gouv.fr/affichCode.do?idSectionTA=LEGISCTA0000035623938&cidTexte=LEGITEXT000006072050&>)
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- **Labour Code: Articles L2242-20 to L2242-21** [↗](https://www.legifrance.gouv.fr/affichCode.do?idSectionTA=LEGISCTA000035611998&cidTexte=LEGITEXT000006072050) (https://www.legifrance.gouv.fr/affichCode.do?idSectionTA=LEGISCTA000035611998&cidTexte=LEGITEXT000006072050)
Job and career management