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Newsletter

LABOR LAW



October 2025

Headline

What's Happening with the Latest Pension Reform?

In his policy speech on 14 October, the new French Prime Minister announced the "suspension" of the pension reform, specifying that there would be no further increases in the retirement age until January 2028 and that, until that date, the length of insurance required to qualify for a "full" pension would remain set at 170 quarters.

During his visit to Slovenia on October 21, the French President rejected the notion of a "suspension," explaining that it was rather a "postponement" of an age threshold, namely that of 63 years applicable on 1 January 2027 which would be postponed to 1 January 2028.

This measure was the subject of a [letter of amendment](#) to the initial draft social security financing bill ("PLFSS") for 2026, which was sent to the French Council of State on the night of 21 to 22 October. The government preferred this approach to a simple amendment to the PLFSS, **thereby guaranteeing its adoption**. The bill submitted to Parliament confirms that, with regard to the statutory retirement age, the measure constitutes a postponement in the application of what had been planned for 2023.

The entry into force of this measure would naturally have direct consequences for insured persons. But it would also have consequences for businesses. In particular, it could lead to more – and earlier – retirements than companies had projected, as employees seek to take advantage of this "window of opportunity." In addition, it would be necessary to manage the situation of employees currently benefiting from end-of-career arrangements that were designed and developed in the light of the gradual increase in statutory age and the number of quarters required under the 2023 reform.

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Articles

Employees Working from Home Should Be Entitled to Meal Vouchers!

Does the principle of equal treatment justify granting teleworking employees the same meal vouchers as employees working on site?

Or should we consider that, in the absence of the additional costs associated with eating meals outside the home, teleworking employees who have the option of eating their meals at home are not entitled to meal vouchers?

The Court of Cassation (French supreme court) has just ruled on this issue in a decision dated 8 October 2025 ([No. 24-12373](#)).

It holds that, under [Article L. 1222-9](#), III, paragraph 1, of the French Labor Code, teleworkers have the same rights as employees who perform their work on the company's premises.

Thus, after recalling the terms of [Articles L. 3262-1](#) and [R. 3262-7](#) of the Labor Code, the supreme court decides that, under the combined effect of these texts, **the employer cannot refuse to grant this benefit to employees solely on the grounds that they work remotely**. In the case at hand, the fact that employees were teleworking, and thus enjoyed the same rights as employees physically present at the company, did not justify the removal of their right to this benefit.

This decision, which was made in the context of a dispute that arose during the Covid-19 period, is of general application and confirms [the position of the Official Social Security Bulletin \("BOSS"\)](#) and the Minister of Labor.

A second decision on the same day reaffirms this analysis with regard to a suspension of meal vouchers following the closure of the company restaurant ([No. 24-10566](#)).

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In Brief

Publication of the Law in Favor of the Employment of Seniors and Social Dialogue

[The law of 24 October 2025](#), transposing national interprofessional agreements ("ANI") in favor of the employment of experienced employees and social dialogue, was published in the Official Journal on October 25.

It transposes three ANIs of 14 November 2024 and 25 June 2025 on the employment of seniors, the evolution of social dialogue, and career transitions.

In particular, it creates:

- an obligation to conduct **negotiations on the employment of experienced employees** in consideration of their age every four years (companies or groups with at least 300 employees),
- a **contract to promote experience**,
- a new **professional retraining** scheme,
- a **career path interview**.

It further provides for measures **relating to end-of-career arrangements** (combining employment and retirement, gradual retirement, end-of-career part-time work) as well as provisions relating to **unemployment insurance**. It also removes **the limit of three consecutive terms for employee representatives on the CSE**.

These new developments will be explained in more detail in the November newsletter!

[Read the law of 24 October 2025](#)

Is the Employee's Consent Required for a Change in Position?

It is established that an employee's job classification is an element of the employment contract that cannot be changed without their consent. An employee's job classification is assessed **in light of the duties they actually perform**.

The Court of Cassation has reiterated these principles in a decision handed down on 17 September 2025 ([No. 24-16336](#)).

In this case, an employee who was an "office manager" had been assigned the duties of an "accounting and management assistant." Her office manager duties had been entrusted to a newly hired colleague.

The Court of Appeal awarded the employee €600 in compensation for the damage suffered as a result of the change in her job title.

However, the Court of Cassation does not agree with this analysis. The Court of Appeal **should have verified** whether the new duties performed by the employee corresponded to the same level of qualification, responsibility, and hierarchical position as her previous duties.

This solution is logical. In most cases, a change in job title entails a real change in classification, which must be subject to the employee's agreement.

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Gender Equality and Agreement or Action Plan: Three Important Clarifications

A decision by the French Council of State on 1 October 2025 ([CE, 1 Oct. 2025, No. 495549](#)) addresses three important aspects of the obligation to set up an agreement or action plan covering gender equality in the workplace.

First, it confirms the position taken in a [DGT instruction dated 4 April 2017](#): companies with at least 50 employees that do not have a union branch are required to be covered by an agreement or action plan on workplace gender equality.

Reclassification of Self-Employed Status and Undeclared Work

In a decision dated 3 September 2025 ([No. 24-13180](#)), the Court of Cassation has ruled that in the event of a reclassification of an agency agreement as an employment contract, the fact that the employer voluntarily engaged the person concerned under "self-employed entrepreneur" status supports the finding that the company sought to avoid all the obligations related to an employment contract. Therefore, the intention to conceal salaried work was characterized.

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Settlement Agreement and Reclassification as a Permanent Contract

In principle, the reclassification of a fixed-term contract as a permanent contract has the effect of placing the employee in the same position as if they had been hired on a permanent contract from the outset.

But what if a settlement agreement "aimed at ending any existing or future disputes" was concluded between the conclusion of the first fixed-term contract and the last fixed-term contract?

In a decision dated 8 October 2025 ([No. 24-16500](#)), the Court of Cassation has held that, in this case, the effects of reclassifying fixed-term contracts as a permanent contract should not go back further than the first contract concluded after the settlement.

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Secondly, the decision specifies that it is up to the administration, under the oversight of the administrative judge, to ensure, **without assessing the appropriateness of the choices made by the company**, that the agreement or action plan includes all the required measures.

Lastly, the decision addresses the basis for calculating the financial penalty in the specific case of a failure to communicate, within the time limit set by the administration, the amount of remuneration and earnings to be used as the basis for calculating the penalty.

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Stress Prevention: A Practical Guide from the Ministry of Labor

The French Ministry of Labor has published online a practical guide on **stress prevention**. It encourages employers to adopt a collective and preventive approach and presents various levers for action.

[Read the practical guide on stress prevention](#)

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