

# **Best Practices Guide**

# **&**

# **Time and Activity**

# **Management**



Note: The references to the French Labour Code (Code du Travail) are translated for informational purposes only. In case of any legal dispute or interpretation, the original French text shall prevail.

# INTRODUCTION

**Legal Disclaimer:**

This document is an English translation of the original French document titled "Guide des bonnes pratiques RH" (Guide to HR Best Practices). All references to the French Labour Code (Code du travail) are provided for understanding only. In case of any discrepancy or legal dispute, only the French text shall prevail

**The Human Resources Information System (HRIS) at Gustave Roussy supports a reform of the Working Time Management tool, which now includes an “employee self-service” feature.** Gustave Roussy employees can therefore manage their leave requests and administrative information independently.

To ensure optimal use of the working time management system, this guide aims to summarize the regulations applied at Gustave Roussy in accordance with labor law, the Collective Agreement for Cancer Centers (CLCC), and both sector-wide and company-specific agreements.

It also serves to clarify best practices in time management.

This guide is intended for Time and Activity Management (GTA) coordinators, schedulers and all supervisory staff, both medical and non-medical.

It will be updated and expanded over time in line with regulatory developments.

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## 1. EMPLOYEE SELF-SERVICE (*Libre-Service Salarié*)

The *Libre-Service Salarié* allows each employee and manager to actively participate in managing working time and absences. It is an effective way to combine HR performance, responsiveness, and employee satisfaction. This system decentralizes and digitizes time management processes, placing them directly in the hands of employees and their managers.

It improves absence management through online requests submitted by employees and directly approved by their managers. Each employee has direct access to personal information (leave balances, RTT days, hour counters). It enhances team management by enabling consultation of both individual and collective schedules.

Employee absences are visible on collective schedules, but the reason for the absence is never disclosed. An employee may see that a colleague is absent on a given day but will not know the reason.

Employees retain a record of their requests in the message history. The process is entirely paperless, with electronic approval by the management hierarchy.

## 2. PAID LEAVE (*Absences rémunérées*)

### 2.1. Annual Leave (*Congés Annuels*)

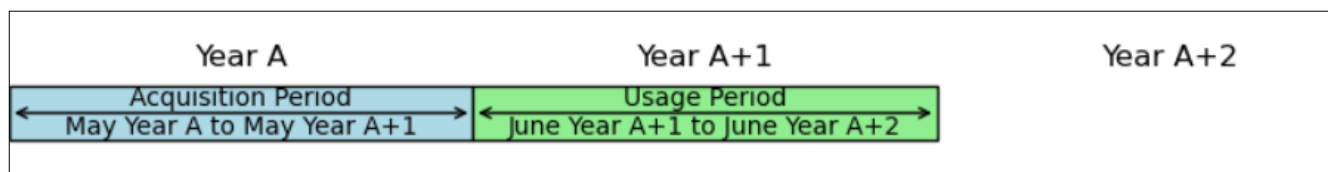
#### 2.1.1. General Rules

The rules described below apply to all employees of Gustave Roussy, whether full-time or part-time, and regardless of contract type (fixed-term, permanent, professionalization contract, etc.).

The rules for accruing and using annual leave (*Congés Annuels* – CA) are as follows:

- **Accrual period:** from June 1 of year N to May 31 of year N+1.
- **Usage period:** from May 1 of year N+1 to April 30 of year N+2.

#### ACQUISITION AND USAGE PERIOD DIAGRAM



★ *Note: The usage period may be extended into early May if the spring school holidays overlap April and May.*

#### 2.1.2. Leave Accrual

Each employee, whether full-time or part-time, accrues **2.5 working days of annual leave per month**, totaling **30 working days per year**, which is equivalent to **5 weeks of annual leave**. Part-time employees take leave in the same way as full-time employees: in full weeks from Monday to Saturday.

Pro-rata accrual applies for employees who join mid-year or mid-month, and for unpaid absences not considered effective working time.

Periods of sick leave that do not qualify for continued salary payment by the employer (e.g., less than one year of seniority or beyond the 90-day coverage) also **suspend annual leave accrual**.

### 2.1.3. Taking Leave

Annual leave must be taken in **full weeks**, i.e., 7 calendar days (6 working days are deducted; Sunday is not counted).

**Example:** *You may take leave from Monday to Sunday or from Wednesday to the following Tuesday.*



**Splitting leave is not allowed.**

As mentioned above, part-time employees take leave in the same way as full-time employees.

For employees on rotating schedules, leave must also be taken in **6 consecutive working days**, starting from the first day of absence (excluding regular rest days) to the day before returning to work.

**Example:** *If your rest days are Monday and Tuesday and you work Wednesday to Saturday, you would take leave from Wednesday of the first week to Tuesday of the second week. This would deduct 6 days (Wednesday, Thursday, Friday, Saturday, Monday and Tuesday).*

If a **public holiday** falls during the leave week, it is counted as annual leave but may be recovered later as a public holiday (*Jour Férié – JF*), either immediately after the leave or at a later date.

Employees who have accrued the full entitlement of 5 weeks must take **3 weeks during the summer period (May 1 to October 31)**, including **2 consecutive weeks**. The third week may be taken separately but must still fall within the summer period.

This rule is mandated by the **French Labour Code** and **cannot be waived**.

During this same period, a maximum of 4 weeks may be taken, unless leave from the previous year has been carried over. In that case, the employee may take more than 4 weeks, depending on operational needs. The **5th week must be taken between November 1 and April 30**.

In cases of **incomplete entitlement**, each block of 6 days must be taken as a full week (counted in working days), and the remaining balance may be taken as individual working days.

**Example:** *An employee with 14 working days of annual leave must take 2 full weeks (Monday to Saturday = 12 days), and the remaining 2 days may be taken separately.*



If an employee falls ill **before** the start of their leave, the leave is cancelled and replaced by sick leave. If the illness begins **during** the leave, the annual leave remains in effect.

**Right to Take 5 Consecutive Weeks of Leave (Article L.3141-17 of the French Labour Code)**

The maximum duration of paid leave that can be taken at once is **24 working days** (i.e., 4 consecutive calendar weeks). Exceptions may be granted on an individual basis for employees with specific geographic constraints (e.g., foreign employees) or those with dependents at home (e.g., a child or adult with a disability, or an elderly dependent).

#### 2.1.4. Leave Management Rules

All annual leave (*Congés Annuels* – CA) requests must be submitted by the employee through the *Libre-Service Salarié* (*Chronos*) and approved by their manager before the departure date.

Following employee proposals, the line manager organizes leave schedules within each department, taking into account (as per collective agreement provisions):

- Operational needs;
- The leave period of the employee's spouse or partner (PACS or common-law);
- Rotation from previous years;
- Family situation, particularly children of school age.

The manager may modify the order and dates of leave, provided that **one-month notice** is given. This notice period may be shortened in exceptional circumstances.

The manager must organize:

- Summer leave (May 1 to October 31) by **February 1** of the same year;
- Winter leave (November 1 to April 30) by **September 30**.

The manager must ensure that employees take their leave before the end of the usage period and may impose leave dates with appropriate notice.

Employees who are spouses, PACS partners, or cohabiting partners working at the same center are entitled to take leave simultaneously.

#### 2.1.5. Staff from DROM-COM

Employees from the French Overseas Departments and Territories (*DROM-COM*), or whose spouse/partner is from the *DROM-COM*, may **accumulate their paid leave entitlements over two years**.

#### 2.1.6. Special Situations

**Young Workers Leave** (*Article L.3164-9 of the French Labour Code*)

Regardless of seniority, employees under 21 years of age as of April 30 of the previous year are entitled, upon request, to **30 working days of leave**.

They are not entitled to paid leave compensation for days taken beyond those accrued through work during the reference period.

**Parental Leave** (*Article L.3141-8 of the French Labour Code*)

Employees under 21 years of age as of April 30 of the previous year are entitled to **2 additional days of leave per dependent child**. This is reduced to **1 day** if the total annual leave does not exceed 6 days.



Employees aged 21 or older on that date are also entitled to **2 additional days per dependent child**, provided the total number of additional and annual leave days does not exceed the maximum allowed under *Article L.3141-3*.

A dependent child is defined as one living in the household and under 15 years of age as of April 30 of the current year, or any child living in the household with a disability, regardless of age.

### 2.1.7. Anticipated Leave

Anticipated leave refers to using days **currently being accrued** during the accrual period, rather than waiting for the usage period.

Only the number of days already accrued at the time of the request may be taken. The employee may not request more than the available balance.

Requests must be submitted through the *Libre-Service Salarié (Chronos)* and approved by the manager.

### 2.1.8. Annual Leave Bonus (Bonification de Congés Annuels – BCA)

A specific rule at Gustave Roussy, based on company agreement no. 2003.01, governs the right to *BCA*.

The *BCA* is calculated based on the number of days from the **first four weeks of leave taken outside the school holidays of Zone C**. The fifth week does not qualify for *BCA*, and no *BCA* is granted for carried-over leave (e.g., a week from year N-1 taken outside school holidays does not qualify).

To be eligible for *BCA*, the four weeks must be taken during the official usage period.

*BCA* is counted in **working days (Monday to Friday)** and is capped at a total of **3 days total**:

- 1 day for 3 to 5 days taken outside school holidays
- 2 days for 6 to 20 days
- 3 days for more than 20 days

The usage period follows the same rules as annual leave. If the *BCA* is accrued in April and cannot be taken before the end of the usage period, it may be carried over to the next period upon written request to the *DRH* (Human Resources Department).

Similarly, the *BCA* usage period may be extended into May if the second week of Zone C's spring holidays overlaps with that month.

### 2.1.9. Leave Carryover

Annual leave not taken during the usage period is, in principle, **non-transferable** and therefore lost, unless an exception is granted.

Carryover is not automatic and requires approval from both the line manager and the *DRH*. The **fifth week** of annual leave is automatically carried over when Zone C's spring holidays overlap the end of April and beginning of May.

Exceptions may be granted in **exceptional circumstances**:

Employees unable to take their leave due to illness, work accident, occupational disease, or maternity leave ending after April 30 must request a carryover by email

to [GTA.DRH@gustaveroussy.fr](mailto:GTA.DRH@gustaveroussy.fr), copying their manager. The request must include:

- The number of working days to be carried over
- The intended period(s) of use
- Manager's approval

No other reasons for carryover will be accepted. If a carryover is granted one year, the employee may not request another the following year, unless another exceptional absence occurs.

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## 2.2. Seniority Leave ("C25")

According to company agreement no. 94.04 dated May 9, 1995, employees who reach **25 years of seniority** at Gustave Roussy are granted **one additional day of leave**, known as C25.

This leave is accrued on the anniversary of the employee's hire date. The usage period follows the same rules as annual leave (*Congés Annuels* – CA). If the leave is accrued in April and cannot be taken before the end of the usage period, it may be carried over to the next period upon written request to [GTA.DRH@gustaveroussy.fr](mailto:GTA.DRH@gustaveroussy.fr).

This is the **only authorized carryover** outside of medical absences.

The C25 usage period may also be extended into May, in line with the extension rules for annual leave, when the second week of Zone C's spring holidays overlaps with May.

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## 2.3. JRTT and JNTP

### 2.3.1. Accrual and Use

*JRTT* (Reduction of Working Time Days) applies to hourly-paid employees, while *JNTP* (Non-Worked Paid Days) applies to all managers on a fixed-day contract (*forfait jours*).

Full-time employees working more than 35 hours per week and accruing more than 5 days of rest under the working time reduction agreement must take **one full calendar week (5 consecutive days)** between **November 1 and April 30** (as per the ARTT agreement dated June 8, 2000). This week may be combined with other types of leave, subject to managerial approval and operational needs.

Other days must be taken during the calendar year according to each department's work schedule. *JRTT* days **cannot be carried over** to the next year. Unused days as of December 31 may either be:

- **Transferred to the Time Savings Account (Compte Épargne Temps – CET)**, up to **10 JRTT per year**, and within the **CET cap of 75 working days**, or
- **Lost** (see section 3 – CET).

No exceptions will be granted.

### 2.3.2. JNTP Calculation for Managers with Reduced Working Time

Part-time status does not legally apply to managers on a *forfait jours* contract. However, a **reduced package** may be granted, corresponding to a percentage of the standard package (209 or 218 days, depending on the role, including medical staff such as FFI and residents governed solely by labor law).

**The number of JNTP days for employees on a reduced fixed-rate package is as follows:**

% Activity	Days in Package	JNTP Days	-	% Activity <sup>2</sup>	Days in Package <sup>3</sup>	JNTP Days <sup>4</sup>
100%	<b>209</b>	<b>16</b>		50%	<b>105</b>	<b>8</b>
90%	<b>189</b>	<b>14</b>		40%	<b>84</b>	<b>6</b>
80%	<b>168</b>	<b>13</b>		30%	<b>63</b>	<b>5</b>
70%	<b>147</b>	<b>11</b>		20%	<b>42</b>	<b>3</b>
60%	<b>126</b>	<b>10</b>		10%	<b>20</b>	<b>2</b>

Managers on a reduced package may **recover public holidays** that fall on regular rest days or during annual leave. However, public holidays falling on a rest day due to the reduced package **cannot be recovered**.

## 2.4. Donation of Leave Days for a Seriously ill Child or Spouse

Gustave Roussy has implemented a procedure allowing employees to **donate unused leave days** to colleagues caring for a child who is under 20 years old suffering from a serious illness, disability, or accident requiring intensive care and presence. This also applies to employees whose spouse, partner, or PACS partner is in a similar situation.

Employees may also donate leave to a colleague whose child under 25 has passed away, or for the death of a dependent under 25. This donation may be made within the year following the death.

A **solidarity fund** is established, with a maximum capacity of **200 days**. Each employee may donate **up to 2 full days per calendar year**, within this limit. Eligible leave types include:

- Days saved in the *Compte Épargne Temps (CET)*
- *JRTT* and *JNTP*
- C25 (Seniority Leave)
- BCA (Annual Leave Bonus)

Donations are made via the *Libre-Service Salarié*. They are **voluntary, anonymous, and without compensation**.

All donations are **final and irrevocable**.

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## 2.5. Solidarity Day (*Journée de Solidarité*)

The *Journée de Solidarité* (formerly Pentecost Monday) is no longer a fixed date but must be worked **once per calendar year**. It funds initiatives supporting the autonomy of elderly or disabled individuals:

- It is **unpaid for employees**
- It includes a **contribution from the employer**

Since January 1, 2016, at Gustave Roussy, this day has been **automatically deducted** from the leave balance of any employee who accrues *JRTT* or *JNTP*.

Employees who do not accrue *JRTT* or *JNTP* must still contribute one day, which may be taken from a public holiday (*Jour Férié – JF*), overtime recovery, *BCA*, or *C25*.

This is a **working day**.

**Example:** An employee working 35 hours/week from Monday to Friday accrues 15 *JRTT* and works 210 days. They will schedule 14 *JRTT*, effectively working one additional day (211 days instead of 210). The *Journée de Solidarité* is no longer shown on schedules for those with *JRTT*, as it is directly deducted from their entitlement.

## 2.6. Public Holidays (*Jours Fériés*)

### 2.6.1. General Rules

For a full calendar year (January 1 to December 31) of full-time presence (35 hours/week), all employees under the collective agreement for cancer centers are entitled to **11 public holidays**, equivalent to **77 hours** (11 days × 7 hours), under the following rules:

- **Rule 1:** Public holidays that fall on a scheduled workday must be taken on that day, where operationally possible.
- **Rule 2:** A public holiday worked that results in a “Sunday and Public Holiday” allowance but **without additional pay** entitles the employee to **recover the day** (*Jour Férié – JF*). (Paid at 100% of base salary.)
- **Rule 3:** A public holiday worked that results in both a “Sunday and Public Holiday” allowance **and overtime pay** is **not recoverable**, as this would amount to double compensation.

#### **Example:**

*An employee working 35 hours/week (7 hours/day) works on **November 1**, which falls on a Thursday:*

- *If paid base salary (7h) + public holiday allowance (7h), they must recover 7h of JF.*
- *If paid base salary (7h) + public holiday allowance (7h) + 25% overtime (7h), the day is **not recoverable**.*

- **Rule 4:** Public holidays falling on a non-working day (weekly rest, annual leave, etc.) must be recovered **within the same quarter or the following quarter** (ARTT 2000 agreement, Article 3.3.2, and Info Note 2015-11).

#### **Example:**

*If an employee works on **May 8**, they must recover the day by **June 30**, with a grace period until **September 30**.*

- **Rule 5:** Public holidays falling on a **non-working weekday** (not a weekly rest day) are **not recoverable**.

#### **Example:**

*An employee works Monday, Tuesday, and Friday. If a public holiday falls on Thursday (a non-working weekday), it is **not recovered**.*

Some departments may require staff to work on public holidays under specific conditions. These are detailed annually in the “Public Holidays” information note.



**Public holidays not taken within the allowed time are forfeited.**

## 2.6.2. Accrual and Use

Full-time employees are entitled to **11 public holidays per year**, equivalent to **77 hours** ( $11 \times 7\text{h}$ ). For part-time employees, this is **prorated** based on their working time.

**Note:** The paid leave (CA) shown in the following tables is **calculated in working days**.

**Example:** A 50% part-time employee is entitled to  $77 \times 50\% = 38.5$  hours, or **5.5 days**.

17.5h part-time 50% (actual 18h45)	
Annual work duration	Breakdown
Number of workdays	112.5
Paid Leave (CA)	25
Weekly Rest Days	104
Schedule Adjustments	118
Public Holidays (JF)	5.5
TOTAL	365

Public holidays are accrued throughout the year based on the calendar and each employee's work cycle.

- A public holiday falling on *CA* or *RH* (weekly rest) is recoverable within the current or next quarter.
- A public holiday falling on *AH* (adjusted schedule) is **not recoverable**.

### **Example:**

- A 35h/week employee with a holiday on Saturday (*RH*) recovers 1 Public holidays (*Jour Férié JF*).
- An 80% part-time employee (28h/week, 7h/day, Mon-Tue-Thu-Fri) with a holiday on Wednesday (*AH*) **does not recover**.

28h part-time 80% - 4 days a week (actual 30h)	
Annual work duration	Breakdown
Number of workdays	180
Paid Leave (CA)	25
Weekly Rest Days	104
Schedule Adjustments	47
Public Holidays (JF)	9 ( $7\text{h} \times 11 \times 80\% / 7$ )
TOTAL	365

The number of recoverable Public Holidays (*JF*) also depends on the employee's work schedule

**Example:**

- A 3×12h/week employee recovers 12h if the holiday falls on a workday. Max: 6.5 **JF** (77h total).
- A 4×10h/week employee recovers 10h per holiday. Max: 8 **JF**.

The number of annual public holidays accrued also depends on the employee's annual working time.

36 hours, i.e., 12 hours per day over 3 days per week	
Annual work duration	Breakdown
Number of workdays	131
Paid Leave (CA)	25
Weekly Rest Days	104
Schedule Adjustments	98,5
RTT	0
Public Holidays (JF)	6,5 (7hx11/12) 6,41 rounded to 6,5
TOTAL	365

**Example:**

An employee working a 4x10h schedule (four 10-hour days per week) who has a public holiday fall on a normally worked day will recover a day equivalent to 10 hours. They will therefore take a 10-hour day off, which corresponds to their actual daily working hours.

The employee may accumulate up to a maximum of 8 public holiday days to be recovered, corresponding to the 77 hours of public holidays to which full-time employees are entitled to. From now on, one day off is taken for one public holiday.

40 hours, i.e., 10 hours per day over 4 days per week	
1 semaine 30h et 2 semaine 40h	
Annual work duration	Breakdown
Number of workdays	157,5
Paid Leave (CA)	25
Weekly Rest Days	104
Schedule Adjustments	52,5
RTT	18
Public Holidays (JF)	8 (7hx11/10) 7,7 rounded to 8
TOTAL	365

**The process is the same for other work schedule arrangements - Examples:**

Schedule	Workdays	CA	RH	RTT	JF	TOTAL
Full-time forfait jours	209	25	104	16	11	365
35h/week with JRTT	210	25	104	15	11	365
35h/week without JRTT	225	25	104	0	11	365
35h over 4 days (7.5h, 7.5h, 10h, 10h)	180	25	104	47	9	365
11h/day	143	25	104	0	7	279
Night shift (3×12h/week)	125	25	104	104.5	6.5	254

## 2.7. Family Events (Événements Familiaux)

Absences for the family events defined below must be justified. The *DRH* (Human Resources Department) may request supporting documents from the scheduling team.

These days are taken under conditions agreed upon with the HR department. In the absence of an agreement, they must be taken within a reasonable period relative to the event (within 15 calendar days before or after). These absences **do not result in any reduction in salary**.

### 2.7.1. Marriage / Civil Union (PACS)

- Employee's marriage or PACS with **less than one year of seniority**: 4 working days
- Employee's marriage or PACS with **more than one year of seniority**: 6 working days
- Marriage of the employee's child: 2 working days
- Marriage of a sibling: 1 working day
- Marriage of a parent: 1 working day

✦ *Note: Leave is granted only for the marriage of an employee's child, not for a PACS.*

### 2.7.2. Birth and Adoption

- Birth or arrival of a child placed for adoption in the household: 4 working days

These days **cannot be combined** with maternity leave for the same child.

### 2.7.3. Death

- Death of a child under 25 years old, or of any age if the child was a parent, or of a person under 25 under the employee's permanent care: **10 working days**
- Death of a child in other circumstances: **5 working days**
- Death of a child of the employee's spouse, PACS partner, or cohabiting partner: **5 working days**

✦ *These three types of leave are not cumulative.*

In accordance with legal provisions, in the event of the death of a child under 25 or a person under 25 under the employee's permanent care, the employee is also entitled to an **additional 8 calendar days of bereavement leave**, which is **cumulative** with the above leave and **paid** according to current legal and regulatory provisions.

Other cases:

- Death of spouse, PACS partner, or cohabiting partner: **6 working days**
- Death of father or mother: **4 working days**
- Death of father or mother of the spouse, PACS partner, or cohabiting partner: **3 working days**
- Death of a grandparent or great-grandparent: **2 working days**
- Death of a grandchild or great-grandchild: **2 working days**
- Death of a sibling: **3 working days**
- Death of a sibling of the spouse, PACS partner, or cohabiting partner: **2 working days**



#### 2.7.4. Leave for the Announcement of a Disability, Chronic Illness Requiring Therapeutic Learning, or Cancer in a Child

- Announcement of a disability, chronic illness, or cancer in a child: **2 working days**

This leave is granted upon presentation of a medical certificate. The list of qualifying conditions is defined by decree. This absence **does not reduce salary** and is **not deducted from paid leave**.

#### 2.7.5. Absences Related to Family Responsibilities

##### 2.7.5.1. Sick Children

Employees with at least **9 months of seniority** are entitled to paid leave under the following conditions:

- Hospitalization of a child under 18 (or under 20 if disabled): **8 calendar days per year**
- Illness of a child under 15 (or under 20 if disabled): **4 calendar days per year**
- An additional **6 days** for a disabled child with an 80% disability card
- Long-term illness of a child: **2 calendar days per year**
- Immediate hospitalization of a newborn: **up to 30 calendar days per year**, in addition to paternity and childcare leave

★ *If both parents work at Gustave Roussy, each may benefit from these absences, provided they are not taken on the same day.*

A medical certificate must be presented upon return.

##### 2.7.5.2. Back-to-School Leave

Employees are granted **3.5 hours** for the first day of school for one or more children under 12, or with no age limit for children with disabilities. These hours may be split into **two parts** on the same day or over several days if children return to school on different days.

This leave is subject to operational needs. If postponed, it may be taken within **15 calendar days** after the school start date, with managerial approval.

★ *If both parents work at Gustave Roussy, each may benefit from this leave, provided they do not take it on the same day.*

These hours are considered **effective working time**.

### 2.7.6. Caregiver Leave (*Congé de Proche Aidant*)

All employees, regardless of seniority, are entitled to **caregiver leave** under current legal conditions when one of the following individuals has a disability or loss of autonomy:

- Spouse, concubine, or PACS partner
- Ascendant or descendant
- Child under the employee's care (as defined by Article L.512-1 of the French Social Security Code)
- Relative up to the fourth degree
- Relative of the spouse, concubine, or PACS partner up to the fourth degree
- Elderly or disabled person living with the employee or with whom the employee has a close and stable relationship, and to whom they provide regular, non-professional assistance

The person being cared for must reside in France, including *DROM-COM*, on a stable and regular basis.

The employee must notify the employer **at least one month in advance**, by any means that provides a verifiable date, of their intention to suspend their contract and, if applicable, request part-time or split leave.

The leave may not exceed **3 months**, but it may be **renewed**, up to a total of **12 months over the employee's career**.

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## **2.8. Relocation Leave (*Déménagement*)**

Employees are entitled to **2 working days of exceptional paid leave** for relocation, granted **after completion of the probationary period**, with the **explicit approval of the employer**.

This leave may only be granted again **after a period of 5 years**.

The employee must submit the request **at least 15 days in advance**, in agreement with the employer.

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## 2.9. Dressing and Undressing Time (*Temps d'habillage et de déshabillage*)

Due to hygiene requirements, employees who are required to wear a full uniform (tunic and trousers) **on-site and outside of working hours** are entitled to **additional rest time**, as follows:

- **Half a day of rest** for employees with **less than 6 months** of effective service (continuous or not)
- **One full day of rest** for employees with **more than 6 months** of effective service

This applies only to employees whose role **requires** wearing a full uniform before starting their shift (see Title 1 of company agreement no. 2016-03). If, by custom, the uniform is allowed to be worn during working hours, this additional rest time is **not granted**.

This rest time is granted **on January 1** and must be taken **by December 31**, in **half-day or full-day increments**. It **cannot be carried over** to the next year, regardless of the reason for absence, and **cannot be saved** in the *Compte Épargne Temps (CET)*.

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## 2.10. “Pink Hour” – Adjusted Working Time During Pregnancy (*“Heure rose”*)

Although the law does not mandate specific working time adjustments during pregnancy, the CLCC collective agreement (Article 2.4.2.3) provides that, starting from the **first day of the third month of pregnancy** and **upon declaration of pregnancy to the employer**, pregnant employees working more than 4 hours per day are entitled to **one hour off per day**, taken as:

- Half an hour at the start and half an hour at the end of the workday, or
- One full hour at either the start or end of the workday

These hours must be taken **daily**, are **non-transferable**, and require **agreement with the manager** regarding how they are scheduled. This benefit applies only if the employee works **more than 4 hours per day**.

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## 2.11. Disability Situation (*Situation de Handicap*)

According to the law of February 11, 2005, a disability is defined as “any limitation of activity or restriction in participation in society experienced in one’s environment due to a substantial, lasting, or permanent impairment of one or more physical, sensory, mental, cognitive, or psychological functions, or due to multiple disabilities or a disabling health condition.”

In accordance with national amendment no. 2023-04 on the employment of disabled workers in CLCCs and company agreement no. 2019-04, the following rights are granted:

- **6 half-days of paid leave per calendar year** (cumulative if needed) for administrative or medical procedures related to the recognition or renewal of disability status
- **2 half-days of paid leave per calendar year** (cumulative if needed) for administrative procedures concerning a spouse, PACS partner, or child with a recognized disability

These leaves are granted **upon presentation of supporting documents** and are **subject to managerial approval**, depending on operational needs.

Additionally, Gustave Roussy agreement no. 2022-10 on the professional inclusion and retention of employees with disabilities allows eligible employees to request **paid authorized leave** a few months before retirement, under the following conditions:

- The salary maintained during this leave will be **deducted from the retirement severance** at the time of final settlement (Article 3.1.6.2 of the CLCC collective agreement)
- The leave must be taken in **full continuous months** before the retirement date and is **capped at the number of months of severance** granted
- The request must be submitted to the *DRH* before the physical departure, within a period equal to the **contractual notice period plus two months**, capped at **six months**

✦ *This leave is not an automatic right. The Human Resources Department reserves the right to deny the request.*

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## 2.12. Examination Leave

Examination leave is an authorized absence allowing employees to take up to 24 hours per year (maximum of 3 days) to prepare for and attend their exams. This leave is subject to both seniority and procedural requirements.

First, the employee must have at least 24 months of work experience (consecutive or not), including a minimum of 12 months with their current employer, and must be taking an exam for a qualification or diploma listed in the National Directory of Professional Certifications (RNCP).

Second, a specific procedure must be followed to obtain approval for this leave. The employee must submit a request to the employer by registered mail with acknowledgment of receipt, including a certificate of exam registration. This request must be sent at least 60 days before the exam date. The employer then has 30 days to respond. If all conditions regarding seniority, formalities, and deadlines are met, the employer is required to approve the request. However, the leave may be postponed if the number of employees on examination leave exceeds 2% of the total workforce.

Examination leave does not suspend the employment contract. The employee's salary is maintained at 100%, provided they submit proof of attendance at the exams (issued by the school or training organization) to the employer.

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## 2.13. Leave for Medical Appointments Related to Medically Assisted Reproduction (PMA)

The Health System Modernization Act introduced a specific leave for employees undergoing medically assisted reproduction (MAR), allowing them to attend necessary medical appointments. Their spouse, PACS partner, or cohabiting partner, if also employed, is entitled to leave for up to three mandatory or necessary medical appointments per MAR protocol.

If the procedure fails and a new protocol is initiated, the employee may again take leave for three medical appointments. The employer may request a medical certificate as proof.

These absences are fully paid and considered actual working time for the calculation of paid leave and for determining seniority-based rights under legal or collective agreement provisions.

## **2.14. Leave for Participation in Employment and Vocational Training Bodies or Exam Juries (including VAE)**

This leave applies to employees participating in commissions, councils, or administrative committees dealing with employment and training matters. These may include joint committees or other bodies listed in an interministerial decree.

The employer may refuse the leave if it believes the absence would negatively impact the company's operations. The refusal must be justified and issued after consultation with the Social and Economic Committee (CSE). The duration of the leave corresponds to the time required for the designated duty.

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## **2.15. Leave for Economic, Social, Environmental, and Trade Union Training**

This leave allows any employee, regardless of seniority, to attend training sessions related to economic, social, environmental, or trade union matters in preparation for union responsibilities.

The total duration of such leave is limited to 12 days per year, or 18 days for those leading the training sessions. Each leave period must be at least half a day.

Employees must submit a written request for leave—preferably by hand-delivered letter to the Human Resources Department—at least 30 days before the start of the absence. The request must specify the date and duration of the leave and the name of the training organization, which must be listed in the decree dated December 28, 2015.

This leave is a right, except when the employer, after consulting the Social and Economic Committee, determines that the absence would adversely affect production or business operations. Any refusal must be justified.

### 3. TIME SAVINGS ACCOUNT (*Compte Épargne Temps – CET*)

After one year of seniority at Gustave Roussy, the *Compte Épargne Temps (CET)* allows employees to save unused annual leave and rest days from *JNTP* (Non-Worked Paid Days) and *RTT* (Reduction of Working Time). The account can be funded and used under the conditions defined by the company agreement dated June 8, 2000 (*ARTT*) and amendment 2014-03 (amendment no. 4 to the previously mentioned agreement).

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#### 3.1. CET Contributions

Employees may contribute up to **15 working days per year** to their CET, composed as follows:

- Up to **10 working days** from *RTT/JNTP* (request to be submitted between January 1 and the end of February of year N+1)
- Up to **6 working days** from the **fifth week of annual leave** (request to be submitted between April 1 and May 31 of year N)


The total balance of the CET **may not exceed 75 working days**.

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#### 3.2. Conditions of Use

CET days may be used for:

- **Compensating unpaid leave** lasting between one month and one year
- **Funding a gradual or full retirement** for employees over 50 years old
- **Partially or fully financing a reduction in working hours** for family-related reasons (end of parental or adoption leave, care for a sick child, end-of-life care for parents, etc.)
- **Personal convenience leave**, provided the employee has used all statutory and contractual leave (*CA, RTT, JNTP*). In this case, the employee may request leave for a **minimum of one week and a maximum of 15 days**, subject to managerial approval

 *If the employee uses CET days during the year, they may not contribute additional days at the end of that same year.*

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### 3.3. Monetary Withdrawal

Monetary withdrawal from the CET is automatically granted upon request by the employee or their beneficiaries in the following cases:

- Divorce, if the employee retains custody of at least one child
  - Disability of the employee or their spouse, as defined by the French Social Security Code
  - Death of the employee or their spouse
  - Judicially recognized household over-indebtedness, supported by official documentation
  - Termination of the employment contract for any reason (which also results in the **closure of the CET**)
- 

### 3.4. Transfer to Supplementary Pension (*ARIAL – AG2R La Mondiale*) or *PERCO*

Once per year, between **September 1 and 30**, employees may request the transfer of CET days:

- To their **supplementary pension plan** under Article 83 of the French General Tax Code (a capital-funded pension scheme)
- To the **PERCO** (Collective Retirement Savings Plan), which all employees have been eligible to join voluntarily since 2016

This transfer is **capped at 10 days per calendar year**, due to the associated tax and social benefits.

Monetization for the supplementary pension (*Article 83*) is processed in **December** each year.

## 4. PROFESSIONAL TRAINING (*Formation Professionnelle*)

In accordance with Article L.6321-1 of the French Labour Code, the employer must ensure that employees are able to adapt to their jobs and maintain their ability to perform their duties, particularly in light of technological developments. To this end, the employer must offer training as part of the company's training plan or respond to employee requests during the annual performance and/or professional review.

Absences for training under the company's training plan are considered **effective working time**. However, they must be recorded in the time management system.

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## 5. UNPAID LEAVE (*Absences Non Rémunérées*)

### 5.1. Unpaid Leave (*Congé Sans Solde*)

Unpaid leave may be requested by the employee and is subject to managerial approval, which may be granted or denied. Employees may request unpaid leave for various reasons.

This period is **not considered effective working time**:

- If approved, the employee is **not paid** during the leave.
- The absence period is **not counted** towards seniority, paid leave accrual, or *RTT* day calculation.

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### 5.2. Sabbatical Leave (*Congé Sabbatique*)

Sabbatical leave allows eligible employees to suspend their employment contract without terminating it, in order to pursue personal activities of their choice.

- Duration: **6 to 11 months**
- Eligibility: **6 years of professional activity**, including **36 months of seniority** at Gustave Roussy
- No sabbatical leave taken in the **previous 6 years**

The employee must notify the *DRH* by **registered letter with acknowledgment of receipt** or by **hand-delivered letter with receipt**, at least **3 months in advance**, specifying the start date and duration.

The employee is **not required to justify** the reason for the leave. They may work for another company or start their own business, provided there is **no unfair competition** with Gustave Roussy.

The *DRH* will respond by registered letter, either approving, postponing, or refusing the request (with justification). If no response is given within **30 days**, the request is considered **approved**.

Gustave Roussy may postpone the leave:

- Without justification, for up to **6 months** from the date of the request
- Based on a **maximum quota of absences**, depending on company size

Employees on sabbatical leave **cannot request early reinstatement** before the end of the leave.

### 5.3. Leave or Part-Time Work to Start or Take Over a Business

This leave is available to employees who:

- Have at least **24 months of seniority** (consecutive or not), full-time or part-time
- Intend to **create or take over a business**, or assume a **management role in a young innovative company (JEI)** (see Ministry of Research website for details)

The employment contract is **suspended** during this leave.

The employee must submit a request **at least 2 months in advance**, by registered letter with acknowledgment of receipt or by hand-delivered letter, including:

- Start and end dates of the leave or part-time arrangement
- Description of the business to be created or taken over, or the JEI in which they will assume a management role

The employer must respond within **30 days**, by registered letter, either approving, postponing, or refusing the request.

The leave may be **renewed for one year**, provided the employee notifies the employer **2 months before** the end of the current leave.

Employees on this leave **cannot request early reinstatement** before the end of the leave.

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### 5.4. Parental Leave or Part-Time Work to Raise a Child

Employees with **at least one year of seniority** are entitled to **parental leave** within **three years** of the birth or adoption of a child, regardless of company size.

Two options are available:

- **Full parental leave** (employment contract suspended)
- **Part-time work** (minimum 16 hours/week), with the schedule agreed upon with the employer

#### ***Duration and End Date:***

Number of Children Born Simultaneously	Initial Leave Duration	Renewals	Maximum End Date
1	1 year	2 times	Child's 3rd birthday
2	1 year	2 times	Start of preschool
3 or more	1 year	5 times	Children's 6th birthday

**Notice Period:**

- **1 month** before the end of maternity or adoption leave
- **2 months** before the start of leave if not taken immediately after maternity/adoption leave
- **1 month** before the end of the current leave for renewals

Parental leave is counted **at 50%** toward seniority-based entitlements.

The contract is **suspended** during full parental leave. Employees are only paid for **actual working time**.

The leave may be **interrupted** in case of the child's death or a significant drop in household income. In such cases, the employee must notify the employer **at least 1 month in advance** by registered letter.

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## 5.5. Parental Presence Leave (*Congé de Présence Parentale*)

Parental presence leave allows an employee to take time off to care for a dependent child suffering from a serious illness, disability, or accident requiring sustained presence and intensive care.

The leave entitles the employee to a **maximum of 310 working days**, taken **continuously or intermittently**, over a **maximum period of 3 years**, for the same child and the same illness, accident, or disability.

With the employer's agreement, the leave may be taken in **half-days, full days, or multi-day periods**, or converted into **part-time work**.

✦ *No seniority condition is required.*

The child must meet the following three conditions:

- Be under 20 years of age
- Not earn a gross monthly salary above the threshold set by the CAF (French Family Allowance Fund)
- Not receive personal housing assistance or family benefits

The employee must submit a request to the employer **at least 15 days before** the desired start date, by **registered letter with acknowledgment of receipt** or **hand-delivered letter with receipt**, and include a **medical certificate**.

Each time the employee wishes to take one or more days of leave, they must notify the employer **at least 48 hours in advance**.

The initial duration of the leave is defined in the medical certificate and may be re-evaluated under the conditions set by the French Social Security Code.

If the leave is extended beyond the period stated in the certificate, the employee must notify the employer under the same conditions as the initial request.

If the employee uses the full **310-day entitlement** before the end of the 3-year period, they may, under certain conditions, be granted a **new 310-day leave** over a new 3-year period. In practice, eligible employees may access a **total of 620 days** over 6 years.

This renewal is subject to a **new detailed medical certificate** issued by the child's physician and **explicit approval** from the CPAM's medical control service.

The employment contract is **suspended** during the leave. The employee is **not paid**, but may receive the **Daily Parental Presence Allowance (AJPP)**.

The entire leave period is **counted toward seniority-based benefits**.

The leave may be **interrupted** in the event of the child's death or a significant drop in household income. In such cases, the employee must notify the employer **at least one month in advance** by registered letter.

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## 5.6. Leave for Associative, Political, or Activist Engagement (*Congés pour engagement associatif, politique ou militant*)

### 5.6.1. Associative Engagement Leave (*Congé d'Engagement Associatif*)

This leave, introduced by the "Equality and Citizenship" law, is available to employees involved in volunteer work, specifically:

- Employees appointed as unpaid members of the administrative or executive body, or holding unpaid leadership or supervisory roles in a non-profit association (*loi 1901*) of general interest (philanthropic, educational, scientific, social, humanitarian, sports, family, cultural, etc.), registered for at least 3 years
- Employees who are members of a *citizen council*, participating in internal bodies or steering committees related to urban renewal projects
- Individuals (non-board members) who contribute voluntarily and personally to a mutual organization, union, or federation under a statutory mandate, outside of any employment contract

This leave is **open to all ages**, may be **taken in half-day increments**, and is **unpaid**.

Unless otherwise specified by a collective agreement, the **maximum duration is 6 working days per year**. It may be combined with economic, social, and union training leave, up to a total of **12 working days per year**.

The employee must submit a request according to the procedures defined by decree. The employer may refuse the leave if the number of employees who have already taken it exceeds the quotas set by the French Labour Code.

### 5.6.2. International Solidarity Leave (*Congé de Solidarité Internationale*)

Employees must have **at least 12 months of seniority** (consecutive or not) to be eligible.

The mission must take place **outside France** and be organized by a **humanitarian association** or an **international organization** of which France is a member (list defined by ministerial decree).

- Duration: **6 months**, or **6 weeks in case of emergency**

The employee must submit a request **at least one month in advance**, or **48 hours in case of emergency**, by any means that provides a verifiable date. The request must include:

- The departure date
- The intended duration of the absence
- The name of the association or organization

The employer may refuse the leave under certain conditions and must respond within **15 days** of receiving the request.

The employment contract is **suspended**, and the employee is **not paid**.

The leave is **counted as effective working time** for seniority-based benefits. It **cannot be deducted from annual leave**, unless mutually agreed.

### 5.6.3. Leave for Employees Running for or Holding Parliamentary or Local Office

In accordance with Articles L.3142-56 and following of the French Labour Code, the employer must grant leave to employees running for office:

- Up to **20 working days** for candidates to the National Assembly or Senate
- Up to **10 working days** for candidates to:
  - The European Parliament
  - Municipal councils (in towns with at least 3,500 inhabitants)
  - Departmental or regional councils
  - The Corsican Assembly

Employees may take this leave in **half-day increments**, and must notify the employer **at least 24 hours in advance** of each absence.

If elected, the employee may request **suspension of their employment contract**, provided they have **at least one year of seniority** at the time of taking office.

At the end of the mandate, the employee is entitled to return to their **previous position or an equivalent role** with the same salary, within **two months** of notifying the employer of their intent to return.

#### 5.6.4. Operational Military Reserve Leave (Congé pour Réserve Opérationnelle dans les Armées)

The operational reserve includes individuals who may be called upon to serve in the armed forces when needed.

Reservists are entitled to **leave from work** during their service periods:

- Up to **60 days per year**, or **210 days in exceptional circumstances**

If the service occurs during working hours, the employee must notify the employer **at least one month in advance**, preferably by registered letter with acknowledgment of receipt. This notice period is reduced to **15 days** if the employee's contract includes a **reactivity clause**.

If the service exceeds **5 days per year** (or **8 days** in companies with more than 250 employees), the employee must obtain **employer approval**. In case of refusal, the employer must provide a **justified written response within 15 days**.

During reserve service, the employment contract is **suspended**. The absence:

- **Cannot be deducted from paid leave**
- **Does not affect** seniority, advancement, or access to social benefits
- The employee must be **reinstated** in their position upon return

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### 5.7. Jury Duty (*Juré d'Assises*)

An employee summoned to serve as a juror in the *Cour d'Assises* **cannot refuse**, and the employer **cannot oppose** the summons. This is a **civic obligation** that applies equally to the employer.

The designated employee must provide the *Human Resources Department (DRH)* with a copy of the jury summons.

During the session, the **employment contract is suspended**, and the employer is **not required to pay salary or social security contributions**.

After the absence, the employee may request **compensation from the State** for lost wages, by submitting a certificate provided by the employer. To do so, the employee must obtain a **loss of income document** from the court registry (*greffe du tribunal*).

The *DRH* will complete and return this document to the registry. The employee will then receive a **statement of compensation** from the registry, which must be **submitted to payroll** to allow for the salary deduction.

## 6. ILLNESS – WORKPLACE ACCIDENTS/DISEASES – MATERNITY – ADOPTION – PATERNITY

*(Maladie – AT-MP – Maternité – Adoption – Paternité)*

### 6.1. Illness, Workplace Accidents and Diseases (AT-MP)

#### 6.1.1. Notification and Compensation

In the event of absence due to illness or a work-related accident, the employee must notify their manager **immediately by any means** and send the **medical certificate (part 3)** to the *Human Resources Department (DRH)* within **72 hours** (email: [drh-paie@gustaveroussy.fr](mailto:drh-paie@gustaveroussy.fr)). Failure to comply may result in disciplinary action.

Parts 1 and 2 of the certificate must be sent to the **CPAM** of the employee's place of residence.

After **12 months of effective work** (for illness) or **6 months** (for work-related accidents), compensation is provided as follows:

- If the leave is covered by Social Security, the employee is entitled to **employer compensation from the first day** of absence in cases of:
  - Work accident
  - Occupational disease
  - Commuting accident
  - Long-term illness
  - Hospitalization
- For non-occupational illness: (Rolling 12-month period)
  - **1st and 2nd absences:** compensation from **day 1**
  - **3rd absence:** from **day 3**
  - **4th and subsequent absences:** from **day 4**

Maternity and adoption leaves **do not count** toward this waiting period.

During the **first 3 months** of compensation (up to **90 days per rolling year**), salary is maintained at **100% of net monthly pay**, including Social Security and any supplementary insurance benefits. During this period, **annual leave continues to accrue**.

- For employees with sufficient seniority and receiving **daily Social Security benefits (IJSS)**, the employer applies **subrogation** (receives IJSS and pays the employee directly).
- If the leave extends **beyond 3 continuous or discontinuous months**, the employee is covered by the **supplementary insurance plan**, provided Social Security continues to compensate.

Annual leave accrual **stops** when supplementary insurance begins, except in cases of **work accidents or occupational diseases**, where accrual continues for **up to 12 months**.



A new full compensation period may be granted if the employee has returned to work for **365 non-consecutive days**.

Salary maintenance is **subject to Social Security coverage**. If Social Security denies compensation and the employer has maintained the salary, the employer may recover the overpaid amount, within the **garnishable portion** of the salary.

### [6.1.2. Return-to-Work Medical Visit](#)

A return-to-work medical exam is **mandatory** in the following cases:

- Illness resulting in **30+ days of absence** (if the leave began before April 1, 2022)
- Non-occupational illness or accident resulting in **60+ days of absence** (if the leave began on or after April 1, 2022)
- Work accident resulting in **30+ days of absence**
- **Any occupational disease**
- **Maternity leave**

The employer must schedule the medical visit **within 8 calendar days** of the employee's return.

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## **6.2. Maternity**

### [6.2.1. Compensation](#)

Employees with **at least 9 months of seniority** at the expected delivery date are entitled to **supplementary compensation**, ensuring they receive **100% of their net monthly salary**, including Social Security benefits.

### [6.2.2. Duration](#)

- Maternity leave begins **6 weeks before** the expected delivery date. This may be reduced by up to **3 weeks** with medical approval.
- It ends **10 weeks after** delivery, and may be extended depending on the pre-delivery leave taken.
- For **twins**: 34 weeks (12 before, 22 after), adjustable by 4 weeks
- For **triplets or more**: 46 weeks (24 before, 22 after)
- For a **third child**: 8 weeks before and 18 weeks after, adjustable by 3 weeks

Employees are **prohibited from working** for a total of **8 weeks** before and after delivery, including a **mandatory 6-week postnatal rest period**.

### 6.2.3. Authorized Absences for Mandatory Medical Exams

Under the French Public Health Code, pregnant employees are entitled to **paid leave during working hours** to attend **mandatory prenatal exams**.

There are **7 mandatory exams** for a full-term pregnancy:

- The **first exam** must occur **before the end of the third month**
- The remaining exams are **monthly**, starting from the **fourth month** until delivery

The **employee's partner** (spouse, PACS partner, or cohabiting partner) is also entitled to **paid leave for up to 3 of these exams**.

Absences related to **Assisted Reproductive Technology (PMA)** are detailed in section **2.13** of this guide.

These absences:

- **Do not reduce salary**
- Are considered **effective working time** for calculating paid leave and seniority-based entitlements

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## **6.3. Adoption Leave (*Congé d'Adoption*)**

Subject to longer durations provided for in specific circumstances under applicable legislation, the **legal duration of adoption leave** varies depending on:

- The number of children adopted
- The number of children already under the employee's care
- Whether the leave is shared between both parents

<b>Number of Children Adopted</b>	<b>Children Already in Care</b>	<b>Leave (One Parent)</b>	<b>Leave (Shared Between Two Salaried Parents)</b>
1	0 or 1	16 weeks	16 weeks + 25 days
2 or more	0 or 1	18 weeks	18 weeks + 25 days
2 or more	Any number	22 weeks	22 weeks + 32 days

If the leave is shared between both parents, it may be split into **a maximum of two periods**, with the **shortest period being at least 25 days** (or **32 days** in the case of multiple adoptions). These two periods may be taken **consecutively or simultaneously**.

The leave begins on the **date the child arrives in the household**, but may start **up to 7 consecutive days earlier**.

The employee must notify the employer by **registered letter with acknowledgment of receipt** or by **email with read receipt**, specifying the **reason for the absence** and the **intended return date**.

✦ *The employer cannot refuse this leave.*

During the leave, the **employment contract is suspended**.

---

## 6.4. Paternity and Childcare Leave

Employees may receive **daily maternity insurance benefits** from Social Security for each day of leave taken under the legal framework.

In the event of the **immediate hospitalization of the child** after birth in a specialized care unit, the **father** is entitled to a **specific leave of up to 30 consecutive calendar days** for the entire duration of the hospitalization.

The father must be a salaried employee. If the mother lives with a salaried partner who is not the biological father, that person may also benefit from this leave.

This **specific paternity leave** may be taken **in addition to** the standard **paternity and childcare leave**.

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## 6.5. Welfare Scheme (*Régime de Prévoyance*)

### 6.5.1. Total Temporary Incapacity

In the event of **total temporary incapacity** recognized and compensated by Social Security, the employee is entitled to a **daily allowance** after:

- **90 days of absence** for non-executive staff
- **60 days of absence** for executive staff

The allowance is calculated as follows (after deduction of Social Security benefits):

- At least **80%** of the average gross salary over the last 12 months for executive staff
- At least **85%** for executive staff with **two or more dependent children**
- At least **88%** for non-executive staff

Employees with **less than 12 months of seniority** are also eligible for welfare benefits **after 90 days of absence**, provided they are covered by Social Security.

Welfare benefits begin on the **91st day of absence**.

#### [6.5.2. Disability](#)

In the event of **second- or third-category disability**, the employee receives a **disability pension** under the same conditions as for total temporary incapacity.

For **first-category disability**, the pension is equal to **50%** of the amount paid for total temporary incapacity.

## 7. WORKING TIME MANAGEMENT (*La Gestion du Temps*)

### 7.1. Overtime Hours (*Heures Supplémentaires*)

Overtime applies to employees who **do not have an individual fixed-day agreement** (*forfait jours*) or who are **not part-time**.

Overtime must be **requested by management** and performed within an **annual limit**. As per the amendment dated February 24, 2021, revising amendment no. 2 of December 15, 2010, the **annual overtime limit** at Gustave Roussy is **300 hours**.

This limit was **temporarily increased to 400 hours until December 31, 2023**.

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### 7.2. Overtime Pay Increase (*Majoration des Heures Supplémentaires*)

For all staff, overtime is calculated based on **weekly hours exceeding the employee's contractual schedule**, regardless of the work cycle.

Some absences and leave may be considered effective working time but **do not legally generate overtime pay**. At Gustave Roussy, **only paid leave** is considered for this purpose.

**Standard overtime pay rates:**

- Up to 35 hours: **25% increase**
- From 36 to 43 hours: **25% increase**
- From 44 to 48 hours: **50% increase**

**Exception – Night and Replacement Day Nurses:**

- Up to 35 hours: **50% increase**
- From 36 to 43 hours: **50% increase**
- From 44 to 48 hours: **50% increase**

 **Overtime must not exceed the legal limits of 48 hours per week and 44 hours on average over 12 weeks.**

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## 7.3. Additional Hours (*Heures Complémentaires*)

Part-time employees may work **additional hours** beyond their contractual schedule under specific conditions and with **mandatory pay increases**.

 *This does not apply to therapeutic part-time arrangements or part-time parental leave, which **cannot include additional hours**.*

### Pay rates:

- Within **10% of contractual hours**: **10% increase**
- Up to **one-third of contractual hours** (as per UNIFED agreement): **25% increase**

✦ *Additional hours must not exceed the full-time schedule used in the company.*

### Example:

*An employee working **30 hours/week**:*

- Works 33 hours → 3 hours at **10%**
- Works 34 hours → 3 hours at **10%**, 1 hour at **25%**

Under the **UNIFED agreement of November 22, 2013**, a part-time employee's contractual hours may be **temporarily increased** via a "**additional hours amendment**" (*complément d'heures par avenant*).

- Up to **5 amendments per year per employee**, excluding replacements
  - Hours under the amendment are paid at the **standard hourly rate**
  - Hours **beyond the amended schedule** are paid with a **25% increase**
- 

## 7.4. Breaks and Rest Periods (*Temps de Pause et de Repos*)

### 7.4.1. Daily Rest

Every employee is entitled to a **minimum daily rest period of 11 consecutive hours**.

According to the French Court of Cassation, the rest period begins **at the end of the work shift**.

This rule applies to **all employees**, including **interns** and those under a **fixed-day agreement (forfait jours)**, except for **executive-level managers (cadres dirigeants)**.

### 7.4.2. Weekly Rest

The mandatory **weekly rest period** is **24 consecutive hours**, to which the **11 hours of daily rest** must be added.

The French Labour Code prohibits employing the same person **more than 6 days per week**.

This rule applies to **all employees**, including **interns** and those under a **fixed-day agreement**, except for **executive-level managers**.

### 7.4.3. Daily Break Time

When the **daily working time reaches 6 hours** (consecutive or not), the employee is entitled to a **minimum break of 20 minutes**, which may be split and does **not include meal time**.

The manager is responsible for organizing team breaks and may allow, for example, **two 10-minute breaks per half-day**.

This break is **not paid by default**, as it is not considered effective working time. However, under the **company agreement of June 8, 2000** on working time reduction, the break is considered **paid working time** if:

- It is taken **on-site or nearby**, or
- The employee remains **immediately reachable** if needed

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## **7.5. On-Call Duty for Non-Practitioner Staff** (*Astreintes du Personnel Non Praticien*)

On-call duty refers to a period during which the employee is **off-site and outside working hours**, but must remain reachable (e.g., by phone) and able to **intervene quickly** if needed.

For each hour of on-call duty, eligible employees receive an **on-call allowance**, the amount of which is determined by the **collective agreement**, a **company agreement**, or a **unilateral decision**.

If the employee is called in, the hours worked are either:

- Paid as **overtime**, or
- Compensated with **equivalent time off**, but **not both**

This compensatory rest must be taken **within the calendar year**, or in **January** for rest earned in December.

✦ *Only the time spent intervening is considered effective working time; the on-call period itself is not.*

On-call time is **counted** when calculating **daily and weekly rest periods**.

Employees must be informed of their on-call schedule **15 days in advance**. In exceptional cases, **at least one full day's notice** is required.

Some non-medical staff may be subject to **specific on-call rules** defined in company agreements.

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## 7.6. On-Call Duty for Medical Practitioners (*Astreintes du Personnel Praticien des Centres*)

For medical practitioners, on-call duty refers to a period during which the practitioner is **not required to be permanently present**, but must remain **at home or nearby** and be able to **intervene quickly** if needed.

There are two types of on-call duty:

- **Operational on-call duty** (*astreinte opérationnelle*): frequent interventions
- **Safety on-call duty** (*astreinte de sécurité*): rare interventions

✦ *Time spent intervening is considered effective working time.*

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## 7.7. On-Site Duty (*Garde*)

On-site duty refers to a period during which the practitioner is **physically present at the center, in addition to normal working hours**, and is available to **intervene as needed**.

This time is considered **effective working time**.



## 8. RETIREMENT (*La Retraite*)

### 8.1. Request for Standard Retirement (*Demande de Retraite Personnelle*)

Employees must submit their retirement request to their HR contact **approximately 6 months** before the desired departure date.

Under company agreement no. 2018-04 dated July 18, 2018, signed with trade unions, Gustave Roussy provides **retirement support services** to assist employees nearing retirement with their administrative procedures (Social Security, AGIRC-ARRCO complementary schemes, supplementary pension plans under Article 83 – SMA Vie, formerly CRESP, and Arial CNP Assurances).

Employees may contact the experts at **Actense** by email at [accompagnement-retraite-GR@actense.fr](mailto:accompagnement-retraite-GR@actense.fr) or by phone at **01.70.98.49.27**.

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### 8.2. Request for Early Retirement (*Demande de Retraite Anticipée*)

There are three possible cases for early retirement:

- Early retirement for **long careers**
- Early retirement for **disability**
- Early retirement for **permanent disability due to occupational origin or hardship**

Each type of early retirement has its own **specific procedure**.

Conditions and simulations are available on the official retirement website:

🔗 [www.lassuranceretraite.fr](http://www.lassuranceretraite.fr)

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### 8.3. Request for Phased Retirement (*Demande de Retraite Progressive*)

There are two options for gradually transitioning into retirement:

- The **legal phased retirement scheme**, explained on the official retirement website:  
🔗 [www.lassuranceretraite.fr](http://www.lassuranceretraite.fr)
  - A **progressive reduction in working hours over 18 months**, as defined in company agreement no. 2013-06 on the "generation contract"
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## 8.4. Retirement and Layoff Compensation (*Indemnité de Départ et de Mise à la Retraite*)

### 8.4.1. Voluntary Retirement Compensation (*Indemnité de Départ Volontaire à la Retraite*)

According to the CLCC collective agreement, employees who voluntarily retire from Gustave Roussy are entitled to a **retirement allowance** calculated as **1/12 of the gross salary** over the last 12 months (excluding specific hardship allowances), upon presentation of the official retirement notification:

- **1 month's salary** after 5 years of effective service
- **2 months' salary** after 10 years
- **4 months' salary** after 15 years
- **6 months' salary** after 20 years

In cases of alternating full-time and part-time work, the allowance is calculated **proportionally**, based on the time spent in each status, in accordance with current legal provisions (as discussed in CRIC meetings in December 2019 and January 2020).

The allowance is paid **upon receipt of the CNAV notification** by the payroll department.

### 8.4.2. Employer-Initiated Retirement Compensation (*Indemnité de Mise à la Retraite*)

According to the CLCC collective agreement, employees who retire **at the employer's initiative** are entitled to:

- Either the **legal minimum severance pay**, or
- The **voluntary retirement allowance** (see above), **whichever is more favorable**

## 9. REMOTE WORK (*Télétravail*)

Remote work is a form of work organization and execution that uses information technologies, allowing tasks normally performed on company premises to also be carried out **partially from the employee's home**.

The **agreement dated June 5, 2020**, and its **revision amendment no. 1 signed on June 22, 2022**, define the conditions for implementing remote work at Gustave Roussy.

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### 9.1. Eligibility Criteria

To be eligible for remote work, the employee must:

- Hold a **permanent contract (CDI)** or have worked for **more than 6 months** under a **fixed-term contract (CDD)** at Gustave Roussy, either full-time or part-time at **80% or more**
- Be able to **communicate effectively** with their manager, colleagues, and other professional contacts
- Be able to **report on work progress** within the required deadlines
- Have a **remote work location** that meets **regulatory and technical requirements** as defined in the agreement
- Hold a position that can **regularly be performed remotely**, and is **eligible for remote work** under the conditions specified in the agreement

✦ *Apprentices, professionalization contracts, and interns are **not eligible** for remote work due to the need for enhanced managerial support during their training.*

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### 9.2. Frequency and Carryover

Eligible employees may remote work **up to 3 days per week**, subject to **managerial approval** and **validation by the HR Department**.

Employees teleworking 3 days per week must **share their workspace** with other staff members. This is **mandatory and non-negotiable**.

In case of carryover, the **maximum number of remote work days per week** is:

**2 days/week** for employees who usually remote work 1 day/week

**3 days/week** for those who usually remote work 2 days/week

**No carryover** for employees already teleworking 3 days/week

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### 9.3. Implementation

Remote work implementation requires the **completion and validation of a remote work request form** via the employee portal. This form outlines the rules and procedures applicable to the position and individual.

To support remote work, employees may receive **financial assistance of up to €100 (incl. VAT)** for purchasing furniture and IT equipment.

Additionally, **exclusive commercial discounts** on IT equipment and software are available to **all employees**, regardless of whether they remote work or have a company-issued computer.