



The trial period

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Preamble

The trial period is central to the beginning of the employment relationship with the employee, since it allows reciprocal testing of adaptation to work.

Its duration varies according to the type of contract and according to the professional category of the employee.

The trial period may be terminated or renewed under certain conditions. We take stock of the terms and conditions to be followed to provide for a trial period.

1. The optional introduction of the trial period

1.1. What is a trial period?

The trial period is a transitional period that is at the beginning of the performance of the employment contract.

It will allow the employer to assess the employee's skills in his work, particularly with regard to his experience, and the employee to assess whether the functions held suit him.

There is no legal provision that makes it mandatory to set up a trial period.

During the trial period, the employee has the same rights and obligations as other employees of the company.

1.2. Implementation prohibited in certain cases

Although the introduction of the trial period is not mandatory, the law prohibits its presence in certain situations, in case of hiring on the same position.

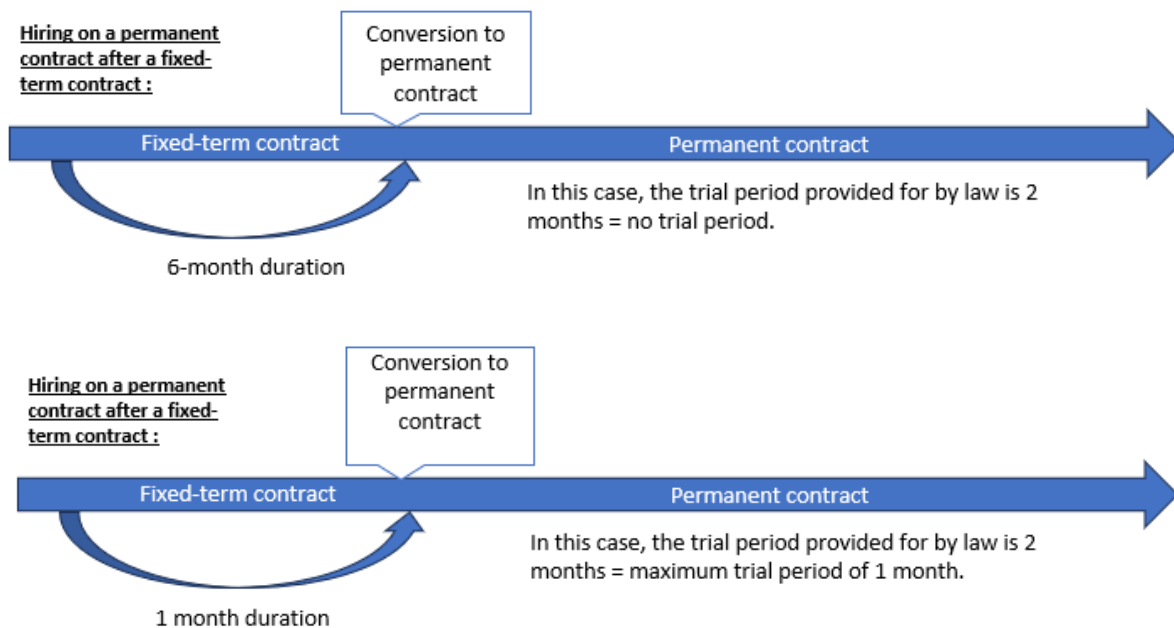
In the case of recruitment on a permanent contract at the end of one or more fixed-term contracts, the duration of previous contracts is deducted from the trial period possibly provided for by the permanent contract.

In the event of hiring on a permanent contract at the end of an apprenticeship contract or a **professionalization contract**, the employee will not have to complete a trial period.

In case of recruitment in the company within 3 months at the end of an internship integrated into a pedagogical curriculum carried out during the last year of study : the duration of the internship is deducted from the trial period.

Beware: when the hiring is made in a job in correspondence with the activities that had been entrusted to the trainee, **the duration of the internship is deducted in full of the trial period.**

Example:



2. The conditions of validity of the trial period

2.1. The need for a written document



The trial period is not presumed, it must be **expressly provided for in a clause in** the contract of employment.

In this sense, the trial period must be fixed in **principle and duration**, as **soon as the employee is hired**. Thus, it is not possible to integrate a trial period after the first day of actual work.

2.2. The duration of the trial period



The duration of the trial period varies according to the employee's professional category and the legal and contractual provisions on this point.

- **For permanent contracts**, the law* provides for the following maximum durations:

Employee's occupational category	Maximum duration of the initial trial period	Maximum duration of the renewal trial period included*
Manual workers, white-collar workers	2 months	4 months
Supervisors, technicians	Three months	6 months
Executives	4 months	8 months

* Unless otherwise provided for in the collective agreement. *Please note that the duration provided for in the collective agreement must not be longer than that provided for by law.*

However, these are maximum durations, it is always possible to provide for shorter durations.

- **For fixed-term contracts**, the trial period differs depending on the duration of the contract:

For fixed-term contracts of 6 months or less, the duration of the trial period is calculated by reason of one day per week but **its duration cannot exceed 2 weeks**. The collective agreement may provide for a shorter duration.

For fixed-term contracts of more than 6 months, the maximum duration is **1 month** unless a collective agreement provides for a shorter duration.

2.3. Extension of the trial period

The extension of the trial period is the act of delaying the end of the probationary period in **the event of suspension of the employment contract** during the execution of the probationary period.

Thus, in the event of a work interruption, the test must be extended so that its actual duration coincides with the duration initially planned.

The absences extending the trial are (non-exhaustive list): Paid leave and leave for family events, unpaid leave, days of RTT, illness or accident at work, the appointment of an employee as corporate officer.

On the other hand, some absences do not extend the trial period: vocational training days or courses organized by the company and public holidays.

2.4. Renewal of the trial period

At the end of the trial period, the employer may decide to renew the trial period. In this sense, the employee's commitment will only become final at the end of a new period, of a duration equal to or less than the initial duration.

The renewal of the trial period must meet several conditions:

- An extended branch agreement must provide for this
- The renewal must have been provided for in the employment contract
- The express agreement of the employee is required.

3. The status of the employment contract at the end of the trial period

3.1. Continuation of the employment contract

When the trial period is over, the employee is presumed to have been permanently hired on his first day of activity.

3.2. The termination of the trial period

The employer or employee may decide to terminate the contract during the trial period.

In this sense, the parties do not have to justify their decisions and are not bound by the deadlines and formalities applicable in the event of dismissal or resignation, unless otherwise provided for in the contract or in the collective agreement.

However, the parties must respect a **mandatory notice period** that increases according to the duration of the employee's presence in the company.

This fact sheet contains summary information. Please contact us for advice tailored to your situation. We cannot be held responsible for misinterpretation.

We would like to inform you that the employment department of APLITEC is there to support you in any renewal/termination of the trial period and in the analysis of the notice periods to be respected.

Please do not hesitate to contact us if you need more information or further assistance.

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