



The fixed day contract

Conditions of validity and management of employees

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Preamble

The "forfait jours" (fixed day contract) is **a way of organising employees' working time**, making it possible to count working hours, no longer in working hours, but **in days worked over the year**. It is used in the context of jobs where the employee has a certain autonomy (sales, executives, consultants, management functions, etc.).

This mode of organization has two advantages:

- On the one hand, it avoids the employer having to precisely control the number of hours worked by the employee on a daily basis, and having to pay overtime to the employee.
- On the other hand, it allows the employee to benefit from the flexibility he or she needs in the organization of his or her schedule and to be granted annual rest days in addition to his or her paid leave.

1. Categories of employees concerned



The following may enter into a fixed-day agreement for the year:

- Managers who have **autonomy in the organization of their schedule** and whose nature of duties does not lead **to following the collective schedule applicable** within the workshop, department or team to which they are integrated.
- Employees whose **working hours cannot be predetermined** and who have **real autonomy** in the organization of their schedule for the exercise of the responsibilities entrusted to them.

2. Formalities to be followed to set up the “forfait jours”

The annual fixed number of days can only be used if **a company or branch agreement** expressly authorises it **and** if an **individual written agreement** (clause inserted in the employment contract or amendment) is concluded with the employee.

The collective agreement must provide in particular:

- categories of beneficiary employees
- the reference period
- the number of days included in the package, up to a maximum of 218 days
- the modalities for regular monitoring of the workload
- the right to disconnect.

3. Counting of working hours in days



The employee's working time is not counted in hours, so **no overtime can be worked**.

Employees on a fixed-day contract are required to work a certain number of days in the year. This number of working days in the year is set at **a maximum of 218 days, with the possibility of going up to 235 days** in the event of a buy-back of rest days (unless the applicable agreement provides for shorter durations).

4. Employee management

Objectives are set by the employer or manager **with precise deadlines** for the employee on a fixed-day basis.

The employee is free to organize his or her working days in order to accomplish his or her tasks **while respecting the deadlines**.

In the event of non-achievement of the objectives, the employee may be sanctioned.

5. Employee schedules

As the employee on a fixed-day contract is free to organise his or her schedule, the employer **cannot impose fixed hours of presence** on the company's premises.

Thus, the employee who would only work 1 hour in the morning and 1 hour in the afternoon has completed his or her working day.

6. Mandatory rest time



Employees on a fixed-day contract **are not subject to the maximum legal daily** and weekly working hours.

However, they benefit from the **minimum rest periods** (i.e. 11 consecutive hours per day and 35 consecutive hours per week).

7. Additional rest

The employee is entitled to a certain number of rest days, planned in advance, calculated each year as follows:

365 calendar days

- 104 Saturdays and Sundays
- 25 days of paid leave
- 10 public holidays falling on a working day
- 218 days
- 8 days of rest for 2025

These days are in addition to the days of paid leave. Thus, an employee on a fixed-day contract will benefit from 25 days of leave per year + 8 additional days of rest, i.e. 33 days of leave per year, in 2025.

The acquisition of these days is not impacted by the suspension of the employment contract. Thus, an employee with a sick leave of several months, or on maternity leave, will benefit from all of these additional rest days for the year.

8. Waiver of Days of Rest

The employee may waive part of his or her rest days. In return, he or she receives an increase in his or her salary for the additional days worked. An agreement must then be drawn up in writing between the employee and the employer. The salary increase is specified by an amendment to the individual lump sum agreement. Its rate is set at a minimum of 10%.

If the employee waives part of the rest days, he or she may not work more than 235 days in the year (unless the applicable agreement provides for a shorter duration). Thus, each year, the employee (on a 218-day package) can waive 17 days.

9. Obligation to monitor workload



The annual contract in days is accompanied by a **count of the days worked** by means of regular, objective, reliable and contradictory monitoring.

The employer must conduct **at least one specific individual interview per year*** with the employee on a fixed-day basis. This interview covers the workload, work organisation, work-life balance and remuneration.

**The number of interviews varies according to the collective agreement providing for the fixed day contract.*

This interview must be **formalized in a written and signed document**, a copy of which is given to the employee. The employer must keep this written document in order to monitor the employee's progress compared to previous years.

These documents will then allow the employer to justify himself in the event of an inspection by the labour inspectorate or in the event of a dispute with the employee.

Indeed, much case law recalls the usefulness of these documents, in particular in order to avoid the questioning of the annual fixed number of days and other consequences (damages, concealed work, payment of overtime, etc.).

Example: Cass. Soc. 18-12-2024 n° 23-11.306 E-D

- *An agreement on an annual fixed number of days may be declared null and void in the absence of effective and regular monitoring enabling the employer to remedy in good time a workload incompatible with a reasonable duration*

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

Contact

Claire APPELGHEM

HR Director/Head of Employment Law
claire.appelghem@groupe-aplitec.com
01 40 40 38 38



4-14, rue Ferrus 75014 Paris
contact@groupe-aplitec.com | 01 40 40 38 38
www.groupe-aplitec.com