EVERYTHING YOU ALWAYS WANTED TO KNOW ABOUT THE CONVENTION COLLECTIVE FOR LANGUAGE SCHOOLS AND NEVER DARED TO ASK!

Offered by the SYNDICAT NATIONAL DES PERSONNELS DE L'ENSEIGNEMENT ET DE LA FORMATION PRIVES, the trade union for language teachers and other trainers in the private sector.

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From 5:30 to 7:30 pm, and you can also make an appointment (01 44 84 51 27)
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What is a ‘Convention Collective’?

It’s a signed collective bargaining agreement within the profession between the employers’ union and the teachers’ unions. It regulates salaries, job classification, work contracts, working conditions, number of hours worked, paid holidays, other advantages, etc. This agreement cannot differ from the Code du Travail (statute that codifies labour law) except by improving the conditions, and the work contract cannot contain any clause which is less favourable than the Convention Collective.

And the Convention Collective for language schools and other training establishments (CCNOF)?

It was negotiated by the 5 trade unions which represent the personnel: CGT, CFDT, CFTC, FO, CGC and the employers’ organisation, the FFP (la Fédération de la Formation Professionnelle) affiliated to the MEDEF.

Does the CCNOF apply to all the personnel, teachers and staff, in all training establishments and language schools?

Yes, with no exceptions. This is because the CCNOF was extended in June, 1989, to cover all establishments, which means that it has force of law in the whole training sector. A reference to the CCNOF (N° 3249) must be included on every pay slip.

Where can you get a copy of the CCNOF?

Your employer is obliged to give you a copy if your contract is for more than 6 months or make a copy of it available to the staff (article 5-3). You can also read it on our web site or that of the FFP. You can buy a copy at the Journal Officiel (info@journal-officiel.gouv.fr) or at the Documentation française (brochure 3249). The text has evolved since 1989 through negotiations and the latest edition was published in 2007. This year’s salary scales can be found on the union and FFP web sites.

Should I have a written contract?

Yes, every member of the personnel must have a written contract (art. 5-1). It should be of open-ended duration either full-time or part-time (art. 5-4-1). In certain clearly defined cases, a fixed-term contract (CDD) can be given. In this case, the reason for the CDD must be stated. If the CDD contract is a so-called ‘contrat d’usage’ (art. 5-4-3 and 4), it’s not enough that the employer cites ‘l’usage’ or quotes the relevant articles from the CCNOF; they must give details of the exact reason why this type of contract is being given: the CCNOF only recognises four reasons.

In language schools, your contract is often a CDII (Contrat à Durée Indéterminée Intermittent), which is an open-ended intermittent contract. In other sectors, it can only be used if there is a special authorised agreement in the establishment (art. 6).

Your contract must give precise details about, in particular, the number of hours, the salary, your category and its coefficient (art. 5-2); for example, D2, coefficient 220. A CDII contract must state the minimum number of hours to be worked during the year. The hours stated in the contract have to be paid whether they are worked or not. (It’s a yearly minimum guarantee but extra hours can be worked.)

But I’m ‘vacataire’; I don’t have a contract; I’m paid by the hour.

Your employer is acting absolutely illegally. The status of ‘vacataire’ only exists in the public sector; in the private sector it doesn’t exist at all. You won’t find the word in the Code du Travail. If you don’t have a written contract, you automatically have an open-ended contract (CDI).

What happens if suddenly I get no hours at all?

Your employer is obliged to provide work according to the conditions stated in your contract (which must conform to the dispositions in the CCNOF). If your employer doesn’t do this, they must make you redundant with two months’ notice however long you’ve worked in the company (art. 9-1). If they don’t do this, you can take them to court for unfair dismissal. If the employer reduces your hours, they must inform you by letter and give you a month to decide whether to accept. If you refuse the reduction, they can make you redundant; if you accept, they must add an addendum to your contract.

How many hours does a language teacher/trainer have to work?

For teachers in categories D and E (the great majority), work time is divided into the act of teaching (AF), preparation and research (PR) which is closely linked to the AF, and in some cases, related activities, AC, (‘activités connexes’, which includes travel time, meetings, training, etc.) which don’t need PR (art. 10-2 in the annexe relating to the 35-hour working week). Teaching time (AF) can’t exceed 72% of the total time devoted to AF + PR, after the deduction of AC hours. The annual number of teaching hours (AF) is 1120 which makes for a weekly average of 25h.20m. To every hour of AF, a corresponding 23 minutes of PR is added.

Working time for trainers must be broken down into at least 2 parts, AF and PR, and into 3 parts if there are any related activities (AC). In this way, all the time effectively worked can be totalised. This is extremely important for Social Security coverage and for the amount of your retirement pension.

And for teachers with a CDII?

Working hours are divided up in the same way (see above) which must be stated on your payslip, but there is a more favourable ratio. For language teachers with a CDII, it is article 6 of the CCNOF which applies and the ratio between AF and PR is 70/30 and not 72/28. One hour of teaching generates 26 minutes of PR. For holiday pay and the 5 extra days’ holiday (jours mobiles) see below. Article 6-2 allows teachers to refuse hours.
What about ‘disponibilité’? Do I have to be available all day?

We usually use the term ‘amplitude’, that is the amount of time that the establishment is open every day and during which you can be asked to teach. During this period, if you are asked to remain at the disposition of the employer when you aren’t teaching, then this time must be paid (art. 10-4-3).

What about travel time and breaks?

Breaks when you are with the students should not be deducted from the AF.

Travel time should be paid at the basic hourly rate and counted as AC (related activities) as it doesn’t need PR. The employers (FFP) consider that travel time is included in the PR (preparation and research)! The CGT is in the process of opposing this absurd interpretation in the courts. A first case has already been won, although the employer has appealed.

How many paid holidays do we have the right to?

Teachers/trainers have the right to 5 extra days (5 jour mobiles) in addition to the statutory 5 weeks’ annual paid holidays. As a general rule, for CDI and CDII teachers, the 6 weeks of holiday is paid in summer when you take your holidays (art. 6). For these teachers, the amount to be paid is calculated by taking 12% of all the gross salary earned between 1st June of the preceding year and 31st May of the current year including the amount paid for last year’s holidays. In the case of CDII teachers, very few employers include last year’s holiday pay in their calculations. They just take into account the salary earned for teaching and conveniently forget about the holiday pay which means that the teacher loses 9% off the current year’s holiday pay. Certain employers include holiday pay each month instead of once a year, which doesn’t conform to article 6 of the CCNOF, and so here again you lose 9%.

Lastly, in article 13, there is a list of events for which you have the right to paid leave.

Who decides what the minimum salary is to be? What category should language teachers be in?

The minimum salary scale is negotiated at national level every year (as well as at company level where annual negotiations are also compulsory). The CCNOF salary scales are often much lower than what most teachers are actually paid. Salaries vary according to category. Teachers are classified as categories D to H depending on their qualifications, experience, amount of responsibility and their autonomy in their work. In general, only inexperienced teachers, those with no qualifications or those whose work doesn’t involve much responsibility or autonomy should be classified as D. However, most teachers are in category D despite the fact that if they have qualifications and experience they should be in category E, and if they have pedagogical responsibilities or work with client companies they should be in F, G or H.

After 5 years, teachers in categories D and E move up from level 1 to level 2 (art. 20, 21 and 22). The CCNOF states that the minimum category for teachers/trainers is category D. Your category must be stated both in your contract and on your payslip. Article 5-2 recommends that a job description accompany your contract: you should insist on this so that your qualifications are recognised and your tasks clearly defined.

In the annexes to the CCNOF, there is an agreement signed on 11/07/94 which provides for an annual assessment interview; you can ask for a better category on this occasion.

What is the current minimum salary?

You can find the most recent salary scale on our website or that of the FFP. As an example, here is the 2008 salary scale with the minimum hourly rates for CDIIs (ratio 70/30).

1 April 2008 - Base on 151.66 hours per month - Point value : 97.425 - Ratio AF+PR : 70/30 for the CDIIs

<table>
<thead>
<tr>
<th>category</th>
<th>coefficient</th>
<th>annual salary (coefficient X point value)</th>
<th>basic hourly rate (AF et/ou AC) + (PR) (preparation) + hourly teaching rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>D1</td>
<td>200</td>
<td>19 485 € (10,71 (70%))</td>
<td>4,59 (30%)</td>
</tr>
<tr>
<td>D2</td>
<td>220</td>
<td>21 433 € (11,78 (70%))</td>
<td>5,04 (30%)</td>
</tr>
<tr>
<td>E1</td>
<td>240</td>
<td>23 382 € (12,85 (70%))</td>
<td>5,51 (30%)</td>
</tr>
<tr>
<td>E2</td>
<td>270</td>
<td>26 304 € (14,45 (70%))</td>
<td>6,19 (30%)</td>
</tr>
</tbody>
</table>

These salaries are often inferior to those currently paid in language schools. If you are in this position, your salary can’t be reduced and, at the same time, all the dispositions of the CCNOF must be applied.

Do we have the right to paid vocational training?

Yes. The CCNOF even stipulates that the contribution that employers must make to vocational training for their staff is 2.5% of the wage bill instead of the legal minimum of 1.6%. It also stipulates that at least 50% of this sum must be devoted to the training of teachers. Even though the FFP doesn’t do enough to develop training in our profession, we must take advantage of rights that already exist.

What rights do I have if I’m ill and can’t go to work?

The CCNOF stipulates that everyone who has worked in the company for at least a year should receive their full salary for 30 days (made up of Social Security payments and employer’s contribution).
This comes into effect on the 4th day of illness if it's the first time in the year that you are claiming paid sick leave (the first 3 days aren’t paid), but only on the 8th day of sick leave for subsequent claims (the first 7 days aren’t paid). During the following 60 days, you receive 75% of your salary. After 5 years of seniority, this period is extended by 15 days and a further 10 days for each multiple of 5 years.

If you are on sick leave for longer than this, the system of ‘prévoyance’ (complementary health insurance) comes into play and you are paid your full salary. Life insurance is also included (art. 16). This system has been obligatory since 1993 and figures on your payslip in the deductions from your salary; you pay 0.62% of your salary and your employer pays the rest. If ‘prévoyance’ isn’t mentioned on your payslip, ask your employer about it and if you don’t get satisfaction, inform the Caisse de Prévoyance: GNP, 33 avenue de la République 75011 Paris (info@gnp.fr).

And if I’m not French?
No problem. You have the same rights as French workers.

What if my company doesn’t apply the CCNOF?
The best thing to do is to get together with as many colleagues as possible to demand its application. Having elections for staff representatives is a good way of achieving this and has the best likelihood of succeeding. If there is the equivalent of 11 or more full-time posts in the company, the employer is obliged by law to organise elections. The elected staff reps. are protected by law and have 10 hours a month at their disposition to fulfil their task. When calculating the number of full-time posts, be aware that someone who works half-time or more counts as a full-time worker (art. 3-9).

You can also go to the Inspection du Travail (Works Inspectorate) whose address and details must be posted up in the company. Or you can write a registered letter to the president of the Commission paritaire nationale (CPN), 4-6, rue Galilée (bât.A) 75016 Paris. As a last resort, you can take your case to the Conseil des Prud’hommes (Labour courts).

But the first thing to do is to contact us so that we can inform and advise you as to the best way of going forward!

TO FIND OUT MORE ABOUT YOUR RIGHTS, WHY NOT COME AND SEE US? WE CAN HELP YOU TO GET A CLEARER PICTURE AND DECIDE WHAT ACTION TO TAKE.