

**Étude sur les relations de travail dans le sport non professionnel
dans quatre États membres de l'Union européenne
(Suède, Pays-Bas, France)**

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The contractual landscape for non-professional sports "The basics"

SWEDEN

Open-ended contract

The basic principle is that every employment contract is valid for an indefinite period.

The minimum period of notice for both employer and employee is one month.

The employee is entitled to notice of termination of employment of:

- two months, if the aggregate length of the employment with the employer is at least two but less than four years,
- three months, if the aggregate length of the employment with the employer is at least four but less than six years
- four months, if the aggregate length of the employment with the employer is at least six but less than eight years;
- five months, if the aggregate length of the employment with the employer is at least eight but less than ten years;
- six months, if the aggregate length of the employment with the employer is at least ten years.

If an employee who is on parental leave is given notice of termination the period of notice starts to run when the employee resumed to work

In the collective agreement for the sport sector there is a rule who says that if an employee has reach the age of 55 on the day of the notice of termination and at the time has been consecutively employed for at least 10 years, the notice period shall be extended by six month.

Fixed-term contract

A fixed-term contract may be concluded for:

1. general fixed-term employment
2. a temporary substitute employment
3. a seasonal employment

If an employee has been employed for a period of five years by an employer either for a general fixed-term employment for in aggregate more than two years, or as a substitute for in aggregate more than two years, the employment is transformed into open-ended employment.

In the collective agreement for the sport sector you can also be employed for a fixed term if you are i.e. a coach, instructor, masseur or a doctor.

If an employee, due to special circumstances, wishes to leave before the end of the time for the employment, the employer has to consider whether this may be granted.

An employee who is employed for a fixed term and who will not be given further employment when the contract ends, must be notified to this effect by the employer not less than one month before the expiration of the period of employment. Entitlement to such notification shall be contingent upon the employee, upon the expiration of employment, having been employed by the employer for more than twelve months during the past three years. Where the period of employment is too short for notification to be given one month in advance, it shall instead be given upon the commencement of employment.

Trial period

An agreement for employment during a trial period may be made when it is the intention that the employment after the trial period will turn into employment until further notice. The agreement may comprise no more than six months.

Where the employer or employee does not wish the employment to continue after the expiry of the trial period, notification of such must be given to the other party not later than at the expiry of the trial period. In the absence of the above-mentioned notice, the trial employment shall become open-ended employment.

Written information about the terms and conditions

Not later than one month after the commencement of work by the employee, the employer shall provide written information to the employee of all the terms and conditions that are of material relevance to the employment contract or employment relationship

The information shall contain:

- The names and addresses of the employer and employee, the commencement date of the employment and the workplace
- A short specification or description of the employee's duties, occupational designation or title
- Whether the employment is for a fixed or indefinite term or whether it is a trial period
- The starting rate of pay, other employment benefits and the intervals at which the pay is to be paid
- The length of the employee's paid annual leave and the length of the employee's normal working day or working week
- Which collective agreement which is applicable

In the collective agreement there is information about:

- Employment
- General directions
- Overtime compensation
- Staggered working hours, On-call time and Emergency service
- Travel time compensation
- Holiday
- Sick pay
- Leave
- Termination

The collective agreement also gives information about

- The work environment agreement
- The supplementary pensions scheme – The ITP Agreement
- The agreement on collective group life insurance
- Security insurance upon work-related injuries

The contractual landscape for non professional sports "The basics"

THE NETHERLANDS

The Dutch Civil code applies to the employment relationship. There is no specific law for the sport sector

In the Netherlands we work with employment contracts for indefinite time as well as employment contracts for certain time (temporary).

Employment until further notice

The time of notice for employee is with an employment of:

- > 5 years: 1 month
- 5 > 10 years: 2 months
- 10 > 15 years: 3 months
- 15 + : 4 months

In collective agreements it's possible to deviate.

General law on the termination of the labour contract applies

Fixed-term contract

The basis principal infixed-term employment is that there always is a possibility for the employer to give a fixed-term contract.

But...

If the employee has several fixed-term contracts which with less than 3 months in between, for a period of 36 months the last fixed-term contract will transform to an open-ended employment.

Also if the employee has more than three fixed-term contracts with less than three months in between, the last fixed-term contract will transform to an open-ended employment.

When the first fixed-term contract contain a period of 36 month or more, and the second fixed-term contract contain a period of three months.

If the employee has is a fixed-term contract for less than three months which is followed directly after a fixed-term contract of 36 months or longer, than the this last contract will not transform to an open-ended employment.

In collective agreements it's possible to deviate.

In the Collective Agreement on Sport (CAO-Sport NL ,Collectieve Arbeids Overeenkomst)

The collective labour agreement for the sport sector applies to employees of the (rural) association offices. The collective labour agreement does not apply to (members of) sport clubs. In the top sport sector only Football/Soccer has a collective labour agreement.

Other top sport sectors do not have any collective labour agreements.

If the employee has more than two fixed-term contracts, the last fixed-term contract will transform to an open-ended employment, except when there is doubt about the functioning of the employee.

(Exception: national trainers)

Trial period

If the employer and employee come to an agreement for a trial period it is by letter and for both the same period.

With an open-ended employment the trial period contains at the most two months.

With a fixed-term employment for two years or less the trial period contains at the most one month.

With a fixed-term employment for at least two years the trial period contains at the most two months.

In collective agreements it's possible to deviate.

Written information about the term and conditions

The employer is obliged to provide, within one month after start of employment, the employee at least the following, by letter:

- Name and address of each party
- Place(s) where the work will accomplish
- Job title of the employee
- The date of engagement
- The date of end of a fixed-term engagement
- The employee is entitled to have paid annual leave or how this is are calculated (According to the Dutch law in a fulltime job an employee is entitled to)
- 20 days paid leave
- The term of notice or how this is are calculated
- The pay and term of payment
- The regular working hours per day or per week (In the Netherlands the legislation/law for Labour time does not apply to the Topsportsector. There is no maximum working hours per day/week, Work on sunday is not prohibited in the Netherlands)
- If the employee will participate in a retirement arrangement
- If the employee will work outside the Netherlands for at least one month:
 - The date of engagement and end of engagement
 - Accommodation

- The possibility to be applicable to social security
 - The type of money used for the payment
 - The compensation
 - The arrange of homecoming
- The collective agreements which apply to employee

The contractual landscape for non professional sports "The basics"

FRANCE

Different work contracts :

- CDI (open-ended contract)
- CDD (fixed-term contract)

Open-ended contract

2 types of CDI :

1) The classical one :

No definite duration

Trial period :

- Blue-collar workers = 1 month
 - Technicians/officers= 2 months
 - Executives = 3 months
 - renewable once for exceptional reasons, written and signed
- Breach modalities :
 - At the employee's initiative: a notice period has to be respected:
 - Blue-collar workers = 1 month
 - technicians /. officers= 2 months
 - executives = 3 months
 - At the employer's initiative: a notice period has to be respected :
 - 1 month if the employee has worked less than 2 years for this employer
 - 2 months if the employee has worked more than 2 years
 - 3 months for « white collars »

The notice period is not expected in the employee has made an important misconduct

- Severance pay :
 - Employee's resignation = no severance pay
 - Redundancy for important misconduct = no severance pay
 - Redundancy for personal reasons = the employee receives 1/10th of his monthly pay for each year worked in the company
 - He receives 1/10th MORE for each year worked from the 7th in the company, and 3/20th MORE for each year worked from the 14th in the company.

2) CDII (intermittent and open-ended contract) :

- no fixed term but the working time can't exceed 1250 hours on a period of 36 weeks
- contract must be written
- same rules as the classical CDI about trial period and breach modalities
- same severance pay modalities but calculated in proportion with the time worked.

Fixed-term contract

➤ 3 types of CDD :

➤ The classical one :

- A contract for maximum 36 months
- Trial period :
 - 1 day per worked week (but can't exceed 2 weeks) if the contract concluded for 6 months or less
 - 1 month maximum if the contract is concluded for more than 6 months
- Breach modalities, 4 cases :
 - at the employee's initiative: possible if he proves he is recruited with CDI elsewhere. The notice period is 1 day per week worked but can't exceed 2 weeks.
 - agreement between employee and employer
 - exceptional circumstance
 - important misconduct of employee or employer

In other situations, the breach of contract is punished by the law

- Severance pay :
 - The employer has to pay damages to the employee equivalent to at least the amount the employee would have received to the end of the contract.
 - The employee can be condemned to pay damages to the employer equivalent to the real damages the company has undergone
 - The employee received a bonus for « end of the contract » equivalent to 10% of the total amount received
- If the contract is not written, it is considered a CDI.

➤ The seasonal contract :

- Duration of the contract is related to the season
- Trial period: 1 day per week worked but can't exceed 2 weeks
- No bonus for « end of the contract »
- Other rules are the same as classical CDD

➤ The « intervention » contract :

- The duration is related to the duration of the event (60 hours but can't exceed 3 consecutive weeks)
- Other rules are the same as classical CDD

Elements to be conventionally integrated in a contract concluded in the sport sector

- Nature of the contract ;
- Juridical name of the company ;
- Employer's address ;
- Name- First name of the employee ;
- Nationality of the employee, and information related to the work authorization for foreign people.
- National number of identification of the employee or date and place of birth ;
- Recruitment date ;
- Workplace ;
- Name of the job;
- Classification group ;
- Pay and elements of the remuneration
- Working time reference;
- Special work conditions, especially period and number of weeks when the employee must make particular tasks;
- Weekly leave ;
- Benefits in kind and their modalities ;
- Trial period;
- Organism to which social insurance contributions are payed
- Pension fund and mutual insurance company
- National Collective Agreement and access to it on the workplace

Employee and employer sign on 2 samples of the contract after the mention « read and approved »
Any change in the contract has to be written in an amendment proposed to the employee.

Le paysage contractuel dans le sport non professionnel "Les fondamentaux"

FRANCE

Les différents contrats de travail :

- CDI (contrat à durée indéterminée)
- CDD (contrat à durée déterminée)

Le CDI (contrat à durée indéterminée)

2 types de CDI :

- Le CDI classique :
 - Pas de durée de contrat
 - Période d'essai :
 - Ouvriers et employés = 1 mois
 - techniciens et agents de maîtrise = 2 mois
 - cadres = 3 mois
 - renouvelable 1 fois à titre exceptionnel, motivé et signifié par écrit
 - **En cas de rupture :**
 - A l'initiative du salarié, il doit respecter une durée de préavis :
 - ouvriers et employés = 1 mois
 - techniciens et agents de maîtrise = 2 mois
 - cadres = 3 mois
 - A l'initiative de l'employeur, il doit respecter une durée de préavis :
 - 1 mois pour le salarié dont l'ancienneté est inférieure à 2 ans
 - 2 mois pour le salarié dont l'ancienneté est supérieure à 2 ans
 - 3 mois pour le salarié cadre

Le salarié perd le bénéfice du préavis en cas de faute grave ou lourde

- Indemnités :
 - Démission du salarié = pas d'indemnité
 - Licenciement du salarié avec faute grave ou lourde = pas d'indemnité
 - Licenciement du salarié pour motif personnel = 1/10ème de mois de salaire par année de présence dans l'entreprise
 - + 1/10ème de mois de salaire pour les années de présence supérieures à 7 ans d'ancienneté dans l'entreprise et 3/20ème de salaire pour les années de présence supérieures à 14 ans d'ancienneté dans l'entreprise
- CDII (contrat à durée indéterminée intermittent) :
 - Aucune durée mais le temps de travail ne peut excéder 1250 heures sur une période de 36 semaines
 - Le contrat doit être obligatoirement écrit
 - La période d'essai et les cas de rupture ont les mêmes règles que le CDI
 - Les indemnités ont le même traitement que le CDI mais sont calculées au prorata du temps travaillé.

Le CDD (Contrat à durée déterminée)

3 types de CDD :

➤ Le CDD classique :

- La durée du contrat jusqu'à 36 mois
- Période d'essai :
 - 1 jour par semaine travaillée (sans que cela puisse dépasser 2 semaines) pour les contrats inférieurs ou égaux à 6 mois
 - 1 mois maximum pour les contrats supérieurs à 6 mois
- En cas de rupture, 4 cas :
 - A l'initiative du salarié, s'il justifie une embauche en contrat à durée indéterminée. La période de préavis est de 1 jour par semaine sans dépasser les 2 semaines.
 - accord conclu entre le salarié et l'employeur
 - force majeure (événement exceptionnel)
 - faute grave de l'employeur ou du salarié

Dans les autres cas, la rupture du contrat est sanctionnée par la loi selon qu'elle est le fait de l'employeur ou du salarié.

- Indemnités :
 - L'employeur doit verser au salarié des dommages et intérêts d'un montant au moins égal aux rémunérations que le salarié aurait perçues jusqu'au terme du contrat.
 - Le salarié peut être condamné à verser à l'employeur des dommages et intérêts correspondant au préjudice réellement subi par l'entreprise.
 - Une prime de fin de contrat de 10 % pour le salarié
- Le contrat est obligatoirement écrit, à défaut, il est considéré comme un CDI.

➤ Le contrat saisonnier :

- La durée du contrat est liée à la saisonnalité
- 1 jour par semaine travaillée sans que cela puisse dépasser 2 semaines
- Il n'y a pas de prime de fin de contrat
- Les autres règles sont à l'identique du CDD classique

➤ Le contrat d'intervention :

- La durée est liée à celle de l'évènement organisé (60 heures semaines civiles dans la limite de 3 semaines consécutives)
- Les autres règles sont à l'identique du CDD classique.

Les éléments conventionnels du contrat de travail sur la branche sport

- La nature du contrat de travail ;
 - La raison sociale de l'entreprise ;
 - L'adresse de l'employeur ;
 - Les nom et prénom du salarié ;
 - La nationalité du salarié et, s'il est étranger, le type et le numéro d'ordre du titre valant autorisation de travail ;
 - Le numéro national d'identification du salarié et, à défaut, sa date et son lieu de naissance ;
 - La date d'embauche ;
 - Le lieu de travail ;
 - La dénomination de l'emploi ;
 - Le groupe de classification ;
 - Le salaire de base et les différents éléments de la rémunération ;
 - La durée de travail de référence ;
 - Les conditions particulières de travail, et notamment les périodes et le nombre de semaines où le salarié sera amené à accomplir des sujétions particulières ;
 - Les modalités de prise du repos hebdomadaire ;
 - Les différents avantages en nature et les modalités de leur cessation en fin de contrat ;
 - Les modalités de la période d'essai ;
 - La référence de l'organisme auquel l'employeur verse les cotisations de sécurité sociale et le numéro sous lequel ces cotisations sont versées ;
 - Le nom des caisses de retraite complémentaire et de prévoyance ;
 - La référence à la convention collective et les modalités de consultation sur le lieu de travail.
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- Le salarié et l'employeur signent sur les 2 exemplaires du contrat précédé de la mention « lu et approuvé ».
 - Toute modification du contrat de travail fait obligatoirement l'objet d'un avenant proposé par écrit au salarié.

Tableau de synthèse

	France	Pays-Bas	Suède
Existence d'une législation spécifique	Code du Sport (obligation de diplômes pour encadrer contre rémunération)		
Loi applicable au contrat	Le droit commun s'applique mais la convention collective du Sport permet l'utilisation de certains types de contrat de travail (CDII, saisonniers, contrat d'intervention) et pour le sport professionnel (contrat d'usage).		
Rôle des conventions collectives	Elle est applicable à toutes les entreprises et associations dont l'activité principale est celle définie par la CCN du Sport. La CCN du Sport est adaptée à l'activité de la branche professionnelle et elle améliore le droit commun (code du travail).		
Type de contrat (CDI, CDD)	Pour les CDI : le CDI du droit commun et le CDII (contrat à durée indéterminée intermittent) Pour les CDD : les CDD du droit commun, le CDD saisonnier, le contrat d'intervention. Pour les joueurs et entraîneurs professionnels, le contrat de travail est le contrat d'usage (CDD).		

	France	Pays-Bas	Suède
Remise en cause du contrat en fin de saison	<p>Le contrat saisonnier répond à une activité dite saisonnière (hiver / été mais cela ne correspond pas à une année complète).</p> <p>Le CDI peut être une réponse à la remise en cause du contrat en fin de saison. Ce contrat permet au salarié de reprendre son activité professionnelle à la nouvelle saison et à l'employeur de retrouver le même salarié.</p>		
Les clauses spécifiques au sport professionnel	<p>un chapitre dédié au sport professionnel dans la convention collective dont :</p> <ul style="list-style-type: none"> - un contrat de travail spécifique (contrat d'usage) pour les joueurs et les entraîneurs - grille de rémunération et de classification spécifique dans la CCN - possibilité d'établir des accords sectoriels - exploitation de l'image et du nom des sportifs et des entraîneurs dans le cadre de l'exécution du contrat de travail 		

	France	Pays-Bas	Suède
Temps de travail	<p>Droit commun qui s'applique (35 heures semaine).</p> <p>La CCN du Sport permet un cadre pour négocier un accord de modulation du temps de travail.</p> <p>Le contrat d'intervention permet sur une courte période de déroger au droit commun sur le temps de travail.</p>		
Limites maximales journalière et hebdo	<p>Limite maximale journalière :</p> <ul style="list-style-type: none"> - 8 heures pour les apprentis et les jeunes de moins de 18 ans - 10 heures pour les autres salariés <p>Limite maximale hebdomadaire (sauf modulation du temps de travail) : 35h</p> <ul style="list-style-type: none"> - le nombre de semaines dont la durée atteint ou dépasse 44 heures est limité à 15 par an. - lorsque 4 semaines consécutives sont supérieures ou égales à 44 heures, la 5^{ème} semaine doit être de 35 heures au plus. <p>Le contrat d'intervention permet d'avoir une durée de travail effectif de 60 heures par semaine civile dans la limite de 3 semaines consécutives.</p>		

	France	Pays-Bas	Suède
Travail du dimanche	Interdit par le droit commun sauf dérogation dont le sport encadré par des dispositions conventionnelles		
Congés payés	30 jours ouvrables par an au cours de la période de référence fixée du 1 ^{er} juin au 31 mai de l'année suivante		
Modalité de fin de contrat	Les règles de droit commun sur la fin de la relation de travail s'appliquent. Préavis et indemnités selon les conditions conventionnelles.		
Accès à la formation professionnelle	Cotisation de 1,82 % de la masse salariale brute pour toutes les entreprises permettant le financement d'actions de formation soit à l'initiative des employeurs (plan de formation) soit à l'initiative des salariés (CIF / DIF)		

	France	The Netherlands	Sweden
Presence of specific legislation	Yes. A Sport code: diplomas are compulsory to have a coaching staff labour relation in exchange for remuneration		
Law applicable to the contract	General labour law applies but the national collective agreement (NCA) for Sport enables the use of some kind of contracts of employment (intermittent open-ended contracts, seasonal contracts, intervention fixed-term contract) and "contracts for utilisation" for professional sport		
Role of collective agreements	It applies to all the companies and associations whose main activity is the one defined by the Sport NCA. The Sport NCA is adapted to the activity of the professional branch and improves the general labour laws (French labour code)		

	France	The Netherlands	Sweden
Type of contract (permanent, fixed-term)	<p><u>Open-ended contracts</u>: usual open-ended contracts defined by the general labour law and intermittent open-ended contracts</p> <p><u>Fixed-term contracts</u> :</p> <ul style="list-style-type: none"> - usual fixed-term contracts defined in general labour law, - seasonal fixed-term contracts - Intervention fixed-term contracts. - For professional players and trainers, the contract of employment is "contract for utilisation" 		
Questioning the contract at the end of the season	<p>Seasonal contract applies to a so-called activity (winter/summer but it does not correspond to a whole year) Intermittent open-ended contracts can be an answer to the questioning the contract at the end of the season. The contract enables the employee to restart his/her professional activity for next season and the employer to have the same employee.</p>		

	France	The Netherlands	Sweden
Specific clauses for professional sports	<p>One chapter in the NCA is dedicated to professional sports, including:</p> <ul style="list-style-type: none"> - a specific contract of employment for players and trainers called « contract for utilisation » - a remuneration and classification specific scale - the possibility to negotiate sectoral agreements - Commercial utilisation of the name and image of sportsmen/sportswomen within the framework of a contract of employment. 		
Working time	<p>The general labour law applies (maximum weekly limit: 35 hours). The Sport NCA gives a framework to negotiate an agreement on working time modulation. Intervention fixed-term contracts allow infringing the law on working time for a short period.</p>		

	France	The Netherlands	Sweden
Maximum daily and weekly limits	<p>Daily limit :</p> <ul style="list-style-type: none"> - 8 hours for trainees and people under 18 years old. -10 hours for the other employees. <p>Maximum weekly limit: 35 hours (without working time modulation).</p> <ul style="list-style-type: none"> - The number of weeks whose weekly limit is 44 hours or more is limited to 15 a year. - when 4 consecutive weeks are 44 hours or less, the 5th week must be of 35 hours maximum weekly limit. <p>Intervention fixed-term contracts allow a weekly average time of 60 hours not more than 3 consecutive weeks.</p>		
Work on Sunday	Prohibited in general law except dispensation for sport bordered by par conventional device		
Paid leaves	30 worked days a year during the reference period fixed from 1st June to 31 May of the following year.		
Termination of the contract	General laws on the termination of labour relation apply. Notice period and compensation depend on the conventional conditions.		

	France	The Netherlands	Sweden
Access to vocational training	All the employees have the right to vocational training funded by social contribution from the employers (1, 82% of gross wages) enabling to finance actions of vocational training at the initiative of either the employer (vocational training planning) or of the employee (individual leave for training/ individual right for training).		

