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I/ INTRODUCTION

Most of the time, logistician recruit workers or take part of the recruitment of their team members. We have come to notice that, workers are not treated the way they supposed to be. The blame cannot be thrown unto the managers alone. Many people in the human resources team have not received a quality training to carry out their job properly. As we are dreaming to lead a team of professional workers, it is better to have knowledge if not basic knowledge on Human resources management. The aim of this course is to equip managers with quality knowledge on how to manage their team's members from the recruitment till the end of the contract. The content of this course is also good for the manager's carrier itself.

II/ INDIVIDUAL SATFF MANAGEMENT

II a/ ADMINISTRATIVE FORMALITIES AND ACTION RELATED TO EMPLOYING

Most countries in the world claim to be lawful. In France for instance, the links between enterprises and workers is governed by a specific rule. These rules constraint employees to respect some administrative formalities or procedures when they want to employ one or many workers. During the last decades, all the government tried to simplify to the maximum the recruitment procedures. The aim of the government is to fight clandestine work. Such, employees are obliged to make official the list of their workers to URSSAF (union de Recouvrement pour la Sécurité Sociale et les Alllocations Famliales). This is compulsory since September 1st, 1993.

Here are the implementation methods:

- The employee can make this declaration latest eight days before the new worker begins working or the first day he or she start working. It can still do that on the D-day through the electronic means available. Whatever the case, the employee will receive a reply within five working days.
- The link to be filled by employees : 1740-DPAE-modifs_Formulaire (travail-emploi.gouv.fr). in this link is found what is called Single declaration employment sheet which was put in place since 1996.

II b/ THE EMPLOYEMENT CONTRACT

It is an important element of in the personnel administration and management. This document will serve as guidelines for the collaboration between the employee and the employer. These two parts formalize in the very document their agreement for one to put his time at the service of other, this one in exchange of this time agrees to pay him a renumeration. This document will unite them, and the terms of union is therefore prescribed. The employee has rights and duties towards the employer, not only the employer has duties towards the employees, he also has right towards him. In this contract, some information is mandatory such as:

- The company names
- The company addresses
- The complete name of the worker
- The hiring dates

- The length of the trial period
- The position assigned to the employee
- The starting renumeration
- The reference workplace …

The trial period is very sensitive in the sense that the two parts can put an end to the contract without any compensation. The aim of this period is for the two parts to evaluate the situation. The employer can use this period to evaluate the quality and the employee capacity to hold the position. Equally, the employee uses to period to see the interest he has in his new work environment and in the position entrusted to him. This trial section may not appear on some contract for the simple reason that it is not compulsory. When present on the contract, it is renewable only once for a period of time not exceeding four months for non-executive workers and eight months for executive workers.

As we can see, each of the two parties can decide to terminate the employment contract during the trial period. This termination is for each party free and does not trigger any compensation. However, the two parties must respect despite everything a notice period of a duration calculated according to the length of work of the employee in the company.

The employment contract can be embellished with various dispositions:

- The geographical mobility disposition: by accepting this disposition, the employee agrees to be transferred, without being able to refuse any part of the country. If an employee refuses to comply to this disposition, the employer can separate from him
- The training reimbursement agreement: by accepting this disposition, the employees agrees to reimburse his training fees if he leaves the company before a defined period.
- The non-competition disposition: By accepting this disposition, the employee agrees that he will not leave the company to work for the company's direct competitor. It sometimes happens that this clause is subject to compensation. If the employees leave company, in order to compensate the fact that he cannot place his skills at the service of competitors which reduces his employability, the company will pay him for a given period such a percentage of his remuneration.
- The employment guarantee disposition. When the employer implements this clause, he cannot separate from the employee for the period indicated in the disposition

III/ TYPE OF CONTRACT:

We have two types of contract

- Permanent contract
- Fixed-term contract

III a/ PERMANENT CONTRACT

The permanent contract allows to establish the collaboration between the employee and the employer over a time. It makes it possible to secure for both parties the provision of employee' skill for the company and the continuity of a certain serenity for the employee on his professional

situation. From another perspective, the permanent is not well accepted by the employers. They say it lacks flexibility. That is why the legislator has thought of another type of the contract.

III b/ FIXED-TERM CONTRACT

By definition, a Fixed Term Contract is only possible for the execution of a specific and temporary task. The law establishes in a very precise way the cases allowing to appeal to a permanent contract.

IV/ WHEN TO ESTABLISH A FIXED-TERM CONRACT

It is possible to set up a Fixed-Term contract in the following cases:

- Replacement of an absent employee (the reason must be known by the human resources department because it is advisable to make permanent contract to replace an employee who is absent due to strike.)
- Replacement of an employee who is temporarily part-time because of parental leave, education leave, an employee who because of health problem is back within the company in part-time therapy.
- When a company has just validated the recruitment of a future employee, and that this employee is still on permanent contract. Time must be allowed for this future employee to give his notice within his old company before being able to integrate the new one. The reason for setting a fixed-term contract will therefore be the expectation of effective taking up of the position of a recruited employee on a permanent contract.
- When the position held by a departed employee will be eliminated. It is possible to put a fixed-term contract in place during this waiting period.
- Seasonal work. All companies whose activity is essentially seasonal, such as tourism or agriculture. A seasonal work contract can include a renewal clause for the following season.
- When a company is facing a temporary increase activity, because of its new market opportunities, it may on this ground hire employees on fixed-term contracts.
- A fixed-term contract can also be concluded for the recruitment of engineers and managers, for the realization of a specific project defined in the contract. In this case the fixed term contract of eighteen months minimum or thirty-six moths maximum not renewable an be established.

The salary of an employee under a fixed-term contract cannot be less than the remuneration of an employee with the same level of qualification who holds the same position, with the identical powers and responsibilities under a permanent contract. To be certain not to commit any mistake on the topic, it is better to refer to the collective agreement which can give salary elements according to the level of responsibility and professional level of employee's responsibility.

V/ SINGLE PERSONNEL REGISTER AND OTHER MANDATORY DECLARATION

V i/ PERSONNEL REGISTER

It is compulsory to keep a staff register because this can be requested at any time by the ministry of labor. It must include all personnel movement, all staff entries and outings. The date they are

enrolled and the date on which depart from the company. The staff must be listed in chronological order of recruitment and indelibly. If the same person is hired with successive contracts (open ended contract), it is necessary, for each contract or vacation to indicate, on a new line of the register, the corresponding entry and exit date.

V ii/ MANDATORY DECLARATIONS

It is compulsory for all companies that all the employees must have carried out a pre-recruitment medical examination. This pre-recruitment medical examination is now called prevention and information visit which main objective is to determine from a medical point of view whether the employee is able or not to fulfill the tasks attached to the position he will occupy. The role of a medical doctor is to establish for the new employees a medical file which is confidential. Only the employee can ask it transmission to a doctor of his choice. The employer should not have access to the information contained in this file. Once the medical visit is over, the medical doctor draws up an aptitude sheet in duplicate. A copy is given to each of the parts: one for the employee and one for his employer. The copy given to the employer may only contain two types of information: Able or unable to perform the work requested.

VI/ THE PERSONNEL FILE

An employee's file must contain the following information:

- Complete civil status
- Bank details
- Studies carried out and diploma obtained
- Valid identity documents as well as a current work permit validity if necessary
- Work certificates from previous employer
- The employee's date of hire
- Internal development
- All training followed internally
- Certain data are prohibited to appear here such as political opinions, religious unions, medical excluding information authorized by the labor physicians.

VII/ THE EMPLOYEE'S DEPARTURE

VII a/ THE CAUSES OF TERMINATION OF THE CONTRACT

The first of these causes that comes to mind, is the moment when the employee himself wishes to leave the company in which he works. This is the act of resignation. For this resignation to be in line with the definition given in the law, this resignation must be an act freely out by the employee. When an employee is not present in the company for a long time, his absence cannot in any case be considered like a resignation. He is free to carry out this act of resignation as he likes. Despite his desire to leave the employer, the resigning employee still has duties vis-à-vis his employer. He must realize the notice which is stipulated in his employment contract. He may not have to give this notice if his employer releases him. The employer who defends the interests of his company needs someone to hold the position that will be liberated. In the other hand, the employee has no interest in leaving bad terms with the former company.

The second cause can be a dismissal. To be legally valid, a dismissal must be based on real and serious reasons. Anyone who believes they have been subject of a dismissal that does not meet this condition can appeal for abusive dismissal. If it is established that this dismissal is abusive, that is to say not corresponding to a real and serious cause, the person who has been the victim is entitled to request the payment of certain allowances.

VII b/ TYPES OF DISMISSAL

- DISMISSAL FOR PERSONNAL REASONS. It advisable in this context that the employee is called for a preliminary interview, so that the employer can bring to his knowledge all that is being reproached of. The employee may be accompanied or assisted by a staff representative or by another member of the company. The dismissal letter can take place at least two working days after the interview. This letter must specify the reasons of dismissal. In certain contexts, in the case of serious misconduct for example, if the employer considers that the presence of the employee within the walls of the company jeopardizes the proper functioning of the latter, he may put in place a protective layoff. The purpose of this layoff will be precisely to avoid the presence of the employee on the company.
- ECONOMIC DISMISSAL: this concerns collective or individual dismissal. The reason to this dismissal is not related to the employee or to any person. When the company is not more productive and is passing through a lot of transformation which goes with the modification of the employment contract refused by the employees. When a company is facing this situation, the employer has three obligations:
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  - The obligation to adapt. That is to train the workers for another positions
  - The obligation to reclassify. That is to offer different positions available in the company to workers even if they are differ from the job held by the employee at the time of dismissal.
  - The obligation to establish criteria determining the order of dismissal. A list of criteria is put in place by the employer. In this list each employee is given certain points and a classification of employees is carried out following the counting of these points. This ranking gives the order of priority of employees targeted by the potential dismissal. For instance, unmarried people score two points, unmarried people with one dependent child score two points, with two children score four points… people who are married or living in a marital relationship with a spouse who has a job outside the company score one point, those living with an unemployed spouse would be awarded two points… with these criteria, it is possible to protect against dismissal vulnerable people. These criteria are determined during negotiations with the social partners od the company. They are made public and each employee of the company is informed of the choice and the construction of these criteria. Generally, a time is given to all employees to put their personal situation up to date with human resources department so that classification can correspond as closely as possible to the reality of each employee. The procedure provides that the employee is invited to an appointment during which he is notified of his dismissal. The company must also inform the ministry of labor. If the scope of this dismissal is important, that is it concerns group of employees, then the employer has a legal obligation to put in place a job protection plan.

VIII/ CONVENTIONAL TERMINATION OF THE OPENED ENDED CONTRACT.

Since the interprofessional agreement of January 208, an additional opportunity has been given to employer and his employee to agree on negotiated solutions in order to put an end to an opened ended contract. This is created just to secure the terms with which the employer and his employee agree o terminate the permanent contract bound them to each other. The main difference that exists between the conventional termination of the opened ended contract and the resignation or dismissal, is that it cannot be imposed unilaterally by one of the two parts to another. This device is there to guarantee the freedom of action and acceptance of both parties. Four levels are guaranteeing this freedom:

- The employee is free during discussion phase prior to the termination of his contract to be assisted by a person from the company of his choice.
- The employee is given the opportunity to contact the ministry of labor so that they can assist him in the construction and the realization of his new professional project
- During the fifteen days following the signing of the conventional termination agreement of the opened ended contract, the two parties can withdraw at any time
- In order to be effective, the agreement of the two parties, formalized and signed must be approved by the ministry of labor.

IX/ EARLIER TERMINATION OF THE FIXED-TERM CONTRACT

Normally, the rule is that the fixed-term contract should not be terminated before its term, unless there is a serious fault committed by the employee. For a fixed-term contract, the fact that the work entrusted to the employee is finished is not an enough reason to terminate his contract.

For fixed-term contract with an uncertain term, if the contract is terminated during the minimum period, it is an early break. If the termination occurs after this period, the anticipated nature is evaluated according to the achievement of the object. A fixed-term contract can be terminated though an amicable termination or through a transactional termination. It can be terminated for the exceptional cases like natural disasters, fires, the order from the public authority, death of the employee, the incarceration of the employee for a long period. Does not constitute a case of force majeure the following: the decline of company activity, its reorganization or juridical liquidation, strike, the death of the employer even if this leads to the disappearance of the company.

X/ THE BALANCE OF ANY ACCOUNT AND THE END OF CONTRACT FORMALITIES.

Regardless the reasons and the type of the contract between the employer and the employee, when the contract is terminated, the employer must issue this employee a work certificate. The work certificate must include the date of entry and exit of the employee, the nature of his job, or if this was the case the different positions that the employee held within the company, as well as the dates on which these positions were held. The employer can add additional information such as: employee X is free from any commitment. This clarification on the end of the collaboration between the employer and the former employee does not release the latter of its non-competition clause. On the other hand, the employer is prohibited from adding comments that could harm his former employee during his future job search. If it was the case, the employee can demand from his former employer a work certificate mentioning only the minimum information required by the law.

XI/ THE BALANCE OF ANY ACCOUNT

It is common for employer to ask employees who leave is company to sign their balance of any account. It must include the following information:

- The employee must write with his own hand the words “for the settlement of any account” and sign the document.
- It must be indicated on the balance of any account and very easy to read the observation: “this receipt may be denounced within two months from the date of signature”
- The date of signature must be indicated
- The balance of any account must be made in two copies, with on both the information allowing to know which copy goes to the former employer and which one goes to the former employee.

The employee may also denounce his balance of any account by refusing to sign it or by adding the words “subject to my rights”

XII/ RETIREMENT

In every country around the globe, the fact of having contributed an enough year makes it possible to benefit from a pension which is paid by the general social security scheme.

XII/ CONCLUSION

This work is of a great importance both to the employer, the manager and the employee. We have started from the enrollment process by showing how the employer can recruit a worker while respecting the law, how the contract can be stipulated, the types of contract. Since everything the beginning and the end, this work is a brief path for worker within a company till retirement. I must confess that some negative treatments I received from my former employer could never happen if I have the opportunity to do this work. What we can say now is to jus focus on the future.

REFERENCES

(Administration du personel (Ancien référentiel) - Sequence 1 Gestion individuelle et colective du personnel)