

**EUROPEAN COMMITTEE OF SOCIAL RIGHTS
COMITE EUROPEEN DES DROITS SOCIAUX**



8 September 2026

Case Document No. 1

Union nationale des footballeurs professionnels (UNFP) v. France
Complaint No. 247/2025

COMPLAINT (in ENGLISH)

Registered at the Secretariat on 1 July 2025

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EUROPEAN COMMITTEE OF SOCIAL RIGHTS

COLLECTIVE COMPLAINT

ON BEHALF OF:

The **Union nationale des footballeurs professionnels**, a trade union governed by the French Labour Code, whose headquarters are located at 5 rue des Colonnes, Paris (75002), represented by its President

VERSUS:

France

Provisions relied on as grounds for the complaint:

- Article 2 of the revised European Social Charter
- Article 3 of the revised European Social Charter
- Article 6 of the revised European Social Charter
- Article 7 of the revised European Social Charter
- Article 11 of the revised European Social Charter

CONTENTS

CONTENTS	2
BACKGROUND INFORMATION	4
1) THE BODIES INVOLVED	4
2) COMPETITIONS	6
a) Club competitions	6
b) National team competitions	7
3) SUMMARY TABLE OF THE DIFFERENT COMPETITIONS	8
INTRODUCTION	9
THE ADMISSIBILITY OF THE COMPLAINT	22
A. FRANCE'S STATUS AS A CONTRACTING STATE	22
B. THE STANDING OF THE UNFP TO LODGE A COLLECTIVE COMPLAINT	23
MERITS OF THE COLLECTIVE COMPLAINT	30
A. THE STATUS OF PROFESSIONAL FOOTBALLERS AS WORKERS	30
B. ARTICLE 2 OF THE CHARTER	33
1) RELEVANT INTERNATIONAL LAW	33
2) RELEVANT DOMESTIC LAW	39
3) VIOLATION OF ARTICLE 2 OF THE CHARTER	45
a) The overall organisation of the schedule	49
b) The increasing number of matches and away trips from the 2024/2025 season on	62
c) First complaint: professional footballers' abnormally long working hours (Article 2§1)	65
d) Second complaint: the inadequacy of rest periods for professional footballers (Article 2§5)	70
e) Third complaint: the inadequacy of annual paid leave (Article 2§3)	74
f) Fourth complaint: unilateral changes to professional footballers' working conditions	79
C. ARTICLE 3 OF THE CHARTER	83
1) RELEVANT INTERNATIONAL LAW	83
2) RELEVANT DOMESTIC LAW	86
3) THE VIOLATION OF ARTICLE 3 OF THE CHARTER	92
a) The risks of infringement of the health and safety of professional footballers	95
b) First complaint: the lack of any prevention policy and any regulations relating to the specific risks of professional footballers (Article 3, §§ 1 and 2)	107
*	120
c) Second complaint: the lack of co-operation (Article 3§1)	120
*	124
d) Third complaint: the high incidence of injuries and their increase in line with the increase in working time (Article 3§3)	125

D. ARTICLE 6 OF THE CHARTER	132
1) RELEVANT INTERNATIONAL LAW	132
2) RELEVANT DOMESTIC LAW	133
3) VIOLATION OF ARTICLE 6 OF THE CHARTER	133
a) First complaint: the French state fails to promote joint consultation between professional footballers, their employers and the bodies organising football competitions (Article 6§1)	134
b) Second complaint: the lack of machinery for voluntary negotiations (Article 6§2)	139
E. ARTICLE 7 OF THE CHARTER	140
1) RELEVANT INTERNATIONAL LAW	140
2) RELEVANT DOMESTIC LAW	142
3) VIOLATION OF ARTICLE 7 OF THE CHARTER	143
a) First complaint: the abnormally long working hours of minor professional footballers (Article 7§4)	143
b) Second complaint: inadequate length of annual paid leave for minor professional footballers (Article 7§7)	148
c) Third complaint: the lack of special protection against the physical and moral dangers to which minor professional footballers are exposed (Article 7§10)	148
F. ARTICLE 11 OF THE CHARTER	149
G. THE UNFP'S CLAIMS FOR JUST SATISFACTION	156
 CONCLUSIONS AND REQUESTS	 157
 ATTACHMENTS	 159

BACKGROUND INFORMATION

1) The bodies involved

- The French national professional footballers' association, the **Union nationale des footballeurs professionnels (the UNFP)**, whose statutes will be described below, is a French trade union set up in 1961 to represent French or foreign professional footballers active in France or French professional footballers active abroad. Every year, about 95% of the professional footballers working in France sign up to the union.
- **The International Federation of Professional Footballers – European section** (FIFPRO Europe), founded in 2007, is an international non-profit-making association established under Belgian law with 36 national member unions of professional football players, located in European countries and in Israel. It is the first social partner representing professional footballers since 2008 to have been invited by the European Commission to take part in the European Sectoral Social Dialogue for the professional football sector.
- **The Fédération internationale de football association (FIFA)** is a non-profit-making association established under Swiss private law which governs professional football at world level. FIFA defines itself as the “legislator” of football activities.¹ Under Article 2 of its Statutes, FIFA’s objectives are “to draw up regulations and provisions governing the game of football and related matters and to ensure their enforcement” and “to control every type of association football by taking appropriate steps to prevent infringements of the Statutes, regulations or decisions of FIFA or of the Laws of the Game”. In this context, FIFA sets the international match calendar, to which the various federations and leagues must agree.

FIFA’s objective is also “to organise its own international competitions”.²

The members of FIFA are national associations responsible for organising and supervising football in their own countries.³ Consequently, for France, the FFF is a member of FIFA.⁴

- **The Union of European Football Associations (UEFA)** is an association established under Swiss law which governs football at

¹ <https://inside.fifa.com/legal/documents>

² FIFA Statutes, Article 2.

³ FIFA Statutes, Article 11.

⁴ <https://inside.fifa.com/associations/FRA>

European level.⁵ It is one of the six continental confederations, standing alongside the Confederation of African Football (CAF), the Asian Football Confederation (AFC), the Confederation of North, Central American and Caribbean Association Football (CONCACAF), the Confederación Sudamericana de Fútbol (CONMEBOL) and the Oceania Football Confederation (OFC).

One of UEFA's objectives is to "organise and conduct international football competitions and tournaments at European level for every type of football".⁶

Its members are the national associations responsible for the organisation and implementation of football-related matters in their own country.⁷ Consequently, for France, the FFF is a member of UEFA.⁸

- The French national football federation, **la Fédération française de football** (FFF) is an association established under French law, founded in 1919 and recognised as serving the public interest on 4 December 1922.

French legislation provides for a mechanism whereby state prerogatives may be delegated to sports federations.⁹ In a contract of 22 March 2022, the FFF was granted a public service delegation to organise football until 31 December 2025.

Under Article 1 of its statutes, the purpose of the FFF is:

- “- to organise, promote and supervise the teaching and practice of football in all its forms by players of all different statuses in France, both on the mainland and in the overseas *départements* and territories;
- to draw up technical rules;
- to award titles and select national teams;
- to issue licences;
- to devise and implement a comprehensive training programme;
- to establish and maintain links between its individual members, affiliated Clubs, Districts, regional Leagues, the Executive Board of

⁵ UEFA Statutes, Article 3 bis.

⁶ UEFA Statutes, Article 2.

⁷ UEFA Statutes, Article 5.

⁸ <https://www.uefa.com/nationalassociations/>

⁹ Sports Code, Article L. 131-14.

the Amateur Football League and the Board of the Professional Football League (LFP);

- to defend the material and non-material interests of French football;

- to cultivate beneficial relationships with foreign associations affiliated to the Fédération Internationale de Football Association (F.I.F.A.), national sports bodies and the public authorities.”¹⁰

The FFF therefore represents French football vis-à-vis the European and world football bodies (UEFA and FIFA), of which it is a member.¹¹

- **The French Professional Football League (LFP)** is a an association established under French law with the agreement of the FFF, whose purpose is to “manage professional football activities pursuant to and in accordance with the Regulations of the FFF and the agreement drawn up between the FFF and the LFP pursuant to Articles 132-1 et seq. of the Sports Code”.¹²

The LFP therefore is a body of the FFF tasked with overseeing professional clubs and organising competitions between professional clubs “under the supervision of the FFF”.

2) Competitions¹³

a) *Club competitions*

- ❖ **The FIFA Club World Cup** is a competition featuring 32 clubs from the six confederations, staged one year in four between mid-June and mid-July, namely during a period which is usually reserved for leave for professional footballers. The first ever competition was held from 13 June to 13 July 2025 in the United States.

- ❖ **The FIFA Intercontinental Cup** is an annual competition involving the six clubs who won the main tournament of their confederation. It is generally held over a dozen days or so in December or January.

¹⁰ <https://media.fff.fr/uploads/document/5feed360583e99dfd7fe19055a23d7a6.pdf>

¹¹ <https://www.fff.fr/118-la-fff-a-l-international.html>

¹² LFP statutes, Article 1.

¹³ This covers only those competitions liable to be disputed by players represented by the UNFP, i.e. competitions involving French clubs or the French national team.

- ❖ **The UEFA Champions League** is the most prestigious competition held by UEFA, bringing together the 36 highest ranked teams in the national championships. It is held every year from September to June with a qualifying phase in August.
- ❖ **The UEFA Europa League and Conference League** are two annual competitions held by UEFA in the same format as the Champions League, bringing together less well-ranked teams.
- ❖ **The UEFA Super Cup** is an annual match between the winners of the Champions League and the Europa League.
- ❖ **Ligue 1** and **Ligue 2** are the French championship competitions. They take place every year between August and May and involve 18 teams each, with a system of promotions and relegations at the end of each year.
- ❖ **The Coupe de France** is a national competition of knockout matches, which involves all French clubs, whether professional or amateur.
- ❖ **The Trophée des champions** is an annual match between the winners of Ligue 1 and the Coupe de France.

b) National team competitions

- ❖ **The FIFA World Cup** is a competition held by FIFA bringing together, up until the last tournament, 32 national teams.¹⁴ It takes place every four years from mid-June to mid-July and is preceded by a qualifying phase disputed by the 211 national teams.
- ❖ **The European Football Championship** is a competition held by UEFA involving 32 national teams located in Europe. It takes place every four years from mid-June to mid-July and is preceded by a qualifying phase played by every European team.
- ❖ **The UEFA Nations League** is a two-year competition held by UEFA involving all 55 of its national member teams.

¹⁴ There will be 48 teams at the next World Cup.

- ❖ **The Africa Cup of Nations, the AFC Asian Cup, the Copa America and the Gold Cup** are the continental competitions held by each confederation and held on the same model as the European Football Championship. The Africa Cup of Nations and the AFC Asian Cup are held in midwinter however.

3) Summary table of the different competitions

Bodies	Main competitions (Clubs)	Main competitions (Nations)
LFP	Ligue 1, Ligue 2, Coupe de France, Trophée des Champions	
UEFA	Champions League, Europa League, Conference League, European Super Cup	Euros, Nations League
FIFA	Club World Cup, Intercontinental Cup	World Cup
CONMEBOL		Copa América
CAF		Africa Cup of Nations
AFC		AFC Asian Cup
CONCACAF		Gold Cup

INTRODUCTION

I. In France, the first ever strike by professional footballers, instigated by Raymond Domenech in 1973,¹⁵ paved the way for a collective agreement entitled the “Professional Football Charter”.¹⁶ Containing over 800 articles, this charter was the first document to attempt to regulate the working relations between professional footballers and their clubs.

Fifty years later, the threat of a new strike looms over professional football because of the hellish working rhythms to which professional footballers are subjected:

- “I think we are close to that. ... And if it keeps this way, there will be a moment where we have no other option”, **Rodrigo Hernandez Castante**, known as *Rodri*, Spanish midfielder at Manchester City.¹⁷
- “The schedule is getting busier every year. We have more and more matches and less and less time off. We’ve been saying this for three or four years but nobody listens to the players, who are the main people concerned. There will come a time when we go on strike. It’s the only way for us to be heard”, **Jules Koundé**, French defender at Barcelona.¹⁸
- “I said at the beginning of the season that there were a lot of matches and we are only human. The mental aspect is a big thing for us footballers. Why wouldn’t we strike? ... I said last time that there were far too many matches. It’s a subject we need to talk over amongst ourselves. In my view, there are too many matches and I hope they’re going to understand that one day”, **Dayot Upamecano**, French defender at Bayern Munich.¹⁹

For several months now, a large number of professional footballers have been speaking out against the increasing number of official matches and the impact on their health:

- “I have given everything, physically and mentally. But top-level football is a grinder. We play all the time, we never stop. We have congested schedules, there’s never a break. ... It’s not as if the top players and

¹⁵ *L’Equipe*, 25 September 2024: <https://www.lequipe.fr/Football/Actualites/Conges-volume-horaire-comment-est-reglemente-le-temps-de-travail-des-footballeurs-en-france/1509761>

¹⁶ Professional Football Charter.

¹⁷ *The Guardian*, 17 September 2024: <https://www.theguardian.com/football/2024/sep/17/rodri-players-close-to-striking-volume-games-manchester-city>

¹⁸ *Le Parisien*, 18 September 2024: <https://www.leparisien.fr/sports/football/le-seul-moyen-pour-etre-entendus-jules-kounde-favorable-a-une-greve-pour-protester-contre-le-calendrier-18-09-2024-IZOHFXKRXXVAVJGYJYZDWAC3RIM.php>

¹⁹ *Foot national*, 12 November 2024: <https://www.foot-national.com/equipe-de-france/dayot-upamecano-pour-moi-il-y-a-trop-de-matches-893824>

coaches haven't been sounding the alarm. Everyone's been saying it, but nobody's listening. The only answer has been still more matches", **Raphaël Varane**, former French defender at Manchester United.²⁰

- "When you talk about performance, we play 60 games in the year, you have the EUROs, you have the World Cup, you have now the Nations League ... You have so many competitions and we are happy to play, but when it's too much, it's too much. We have to recover. We have to stay relaxed. If people want to have quality in the game, if they just want some games to see on the TV, of course we're going to play. But if they want to see quality games, to see emotion, to see this type of thing, that's the beauty of football too. I think we have to respect the health of the players", **Kylian Mbappé**, French forward at Real Madrid.²¹
- "It's not acceptable. We have talked again and again about the calendar and the fact that we play too many matches. It shows a lack of respect towards the clubs, whether it's Barça, Osasuna or Real Madrid. And it's a lack of respect towards the players ... They have to understand that we are not machines and, for us to give football fans what they want to see, which is a competitive match, played with intensity, we also need to rest", **Jules Koundé**, French defender at Barcelona.²²
- "Are you aware of pressure being brought to bear by clubs on players not to go and play for their national teams? It's a subject we need to talk about, one that shouldn't be overlooked. We don't have these discussions at Liverpool. There is no pressure here but we do hear that it happens elsewhere. You have to understand the clubs. There are so many matches and the clubs are the players' paymasters. The players also wonder how they are going to get through a whole season. So they think about how that can be managed, how things might be arranged, and the key is the match schedule. In the Premier League, we play on Boxing Day, so we don't have holidays. There are too many matches", **Ibrahima Konaté**, French defender at Liverpool.²³
- "It's clear that we play too many matches. It's a surprise to no-one and a subject that comes up repeatedly. Our bodies are put through the mill but it is up to the football authorities to do something. Otherwise things

²⁰ *RMC sport*, 5 December 2023: https://rmcsport.bfmtv.com/football/equipe-de-france/equipe-de-france-carbo-en-train-d-etouffer-les-mots-tres-forts-de-varane-pour-justifier-sa-retraite-internationale_AV-202302050341.html

²¹ Speech given in Doha during an event held in the run-up to the World Cup in Qatar: <https://app.frame.io/reviews/48ab7533-75da-4edf-97d3-09a18c01b8ff/83be500d-7a34-4c60-a8a2-cd34203ca2b0?version=21d8e1c1-3383-4f96-8011-1a972b29348e>

²² *20 minutes*, 28 March 2025: <https://www.20minutes.fr/sport/football/liga/4145835-20250328-fc-barcelone-machines-king-jules-kounde-charge-nouveau-instances>

²³ *L'Équipe*, 8 October 2024: <https://www.lequipe.fr/Football/Actualites/-l-euro-a-ete-une-remise-en-question-pour-moi-ibrahima-konate-en-conference-de-presse-avec-les-bleus/1512623>

will only get worse. Something has to be done. It's a real problem", **Aurélien Tchouaméni**, French defender at Real Madrid.²⁴

- "It means more matches, a congested programme, and if you add national team duties, travel, matches every three days, it really is never ending", **Marcos Aoas Correa**, known as *Marquinhos*, Brazilian defender at Paris Saint-Germain.²⁵
- "It means constant travelling, sleepless nights, living out of a suitcase, seeing little other than the route between airports and hotels. The recovery routine is also pretty boring and unappealing. It's a great profession but it calls for sacrifices and imposes a lifestyle whose rhythm would probably not suit everyone. Every season, there's a point where there are so many matches that you become mentally exhausted. Physically also, of course, but it's mainly the brain that is wiped. I get home and I don't want to watch football on the television. Even if it's Barcelona vs. Real Madrid, I avoid it. ... FIFA, the French Football Federation and Ligue 1 sometimes ask us if we footballers would like to alter the fixture schedule. Generally, our answer is that there are too many matches, too much travel and not enough rest time. Standards are dropping, injuries are on the rise and there is a lack of intensity, even in the Premier League", **Przemysław Frankowski**, Polish defender at RC Lens.²⁶
- "The general public's perception of what life is really like for the great majority of national team footballers who play abroad is often distorted. We're not all on an equal footing, although we all share the same desire to reconcile the interests of our clubs with those of our respective federations. It's important to be aware that these journeys, which to tell the truth I don't make in optimum conditions, worthy of a high-level athlete, add to the fatigue that is part and parcel of an increasingly demanding profession, take their toll on our bodies and sometimes sap the morale of even the most courageous of us", **Saliou Ciss**, Senegalese defender at AS Nancy-Lorraine²⁷.
- "It's an unworkable schedule. ... It's impossible for the players to keep up the same level all year, impossible. I think that UEFA, and FIFA and the national federations really have to realise that a player cannot play

²⁴ *Le Figaro*, 12 October 2023: <https://www.lefigaro.fr/sports/football/euro/evidemment-qu-on-joue-trop-de-matches-le-coup-de-gueule-de-tchouameni-sur-le-calendrier-international-20231012>

²⁵ *Eurosport*, 17 September 2024: https://www.eurosport.fr/football/ligue-des-champions/2024-2025/ligue-des-champions-marquinhos-sur-le-calendrier-surcharge-il-va-falloir-sasseoir-entre-joueurs-et-decideurs_sto20037901/story.shtml

²⁶ *90 min*, 15 October 2024: https://www.90min.com/fr/rc-lens-le-gros-coup-de-gueule-de-przemyslaw-frankowski-contre-le-calendrier-surcharge?utm_source=chatgpt.com

²⁷ FIFPRO annual report 2022, p. 39: https://fifpro.org/media/u0wfy0ba/220610_fifpro_men_pwm_flash_en_digital-2.pdf

60 matches in a season”, **Daniel Carjaval Ramos**, known as Dani Carjaval, Spanish defender at Real Madrid.²⁸

- “It’s not the same for everyone. Some players can stand more matches than others. The problem is not playing the matches, it’s the quality. The quality decreases. You can’t expect me to sprint in 70 matches with over a kilometre of sprints per match”, **Erling Haaland**, Norwegian forward at Manchester City.²⁹
- “This season is going to be more tough than before because we have more games in the Champions League ... there are the games with the club but also the national team, so we travel a lot. ... It’s almost impossible to stay on top of your game, every game, because you don’t have time for resting well, you don’t have time to be outside of football in your mind ... We are human, we are not machines”, **Robert Lewandowski**, Polish forward at Barcelona.³⁰
- “The problem will come when we’ve finished the Club World Cup. There will be three weeks between the final of the Club World Cup (on 13 July) and the first Premier League match. So you have three weeks for holidays and to prepare to play another 80 matches the next season. The PFA [the English Professional Footballers’ Association] and the players’ associations in other countries have tried to find solutions. But the problem is that UEFA and FIFA add matches and however much we try to say something, no solution is found. They don’t give a damn, the money talks”, **Kevin de Bruyne**, Belgian midfielder at Manchester City.³¹
- “For us players, it is good that you are going to play against the best in Europe - and it is always a good idea to add some games to the calendar that is not busy... I am being ironic a little bit. Sometimes nobody asks the players what they think about adding more games so maybe our opinion does not matter. But everybody knows what we think about having more games. Everybody is tired of that. ... It is a matter to sit down all together and listen to all the parties because we understand we have the media and TV, the side of UEFA and FIFA, Premier League, domestic competitions. ... We understand that people want more games, but the reasonable thing would be for all the people I mentioned - those who make the calendar - to sit together and listen to all the parties inclusive of the players. ... We just need to be listened to. That’s what we would like to do, to sit together and understand what is the thinking

²⁸ *RMC Sport*, 4 July 2024: https://rmcsport.bfmtv.com/football/euro/le-niveau-des-matches-va-forcement-baisser-le-calendrier-surcharge-a-l-origine-d-un-euro-2024-decevant-selon-carvajal_AV-202407040882.html

²⁹ *RMC Sport*, 21 March 2024: https://rmcsport.bfmtv.com/football/premier-league/erling-haaland-juge-que-la-densite-du-calendrier-nuit-a-la-qualite-des-matches_AV-202403210539.html

³⁰ *ESPN*, 2 August 2024, https://www.espn.com/soccer/story/_/id/40706860/football-calendar-reducing-quality-barcelona-lewandowski

³¹ *Le Parisien*, 6 September 2024: <https://www.leparisien.fr/sports/football/la-fifa-et-luefa-sen-foutent-kevin-de-bruyne-tacle-le-calendrier-infernal-impose-par-le-mondial-des-clubs-06-09-2024-WIPKQBJI3BCHJEXCGH2QNYUP7Q.php>

of the direction that football wants to go - not only adding games, adding competitions, adding this and that. What we want is to give our best for the football, if you are tired you cannot compete at a high level. I want to give my best in all the games I play but we need a solution. It does not look like we are close to a good solution for football sake and players' sake", **Alisson Ramses Becker**, Brazilian goalkeeper at Liverpool.³²

- "I think that there is a part of it that's getting a little out of hand, especially the Club World Cup next season ... We are fortunate to be well paid for doing a job we absolutely love. No one is getting away from that, but at times the mental side of things you need to switch off. ... Initially, when we first got into European competition, it was like: 'Keep the games coming, just keep them coming.' But it is hard to churn them out when you are playing 70-plus games a season and then you're playing international games. There's not a lot of time to rest. ... Football at this level brings amazing highs and tremendous lows. At the end of the season you just want to go: 'Hands up, I'm done.' But now the teams in that Club World Cup, they're not going to have any time to do that. People's health is the most important thing", **John McGinn**, Scotland and Aston Villa.³³

Many managers have also expressed their concerns about this.

- "I have no illusions. We can ask for everyone's opinion but we know who decides. The players' union is sounding the alarm. Too many demands are being placed on the players. Things are not moving in the right direction and this will result in injuries. Many people have expressed their opinion but the decisions have been taken, rightly or wrongly. However, we are suffering and recovery periods are getting shorter and shorter", **Didier Deschamps**, manager of the French national team.³⁴
- "They're asking too much. If you ask me, there are too many matches. They'll say that they've done away with the Coupe de la Ligue, but they're adding more and more, particularly in Europe. It's getting very complicated. The matches and the travel are exhausting. These boys are living in hotels and planes. Will the show we put on continue to be the same? I'm not so sure. The wearing-down effects could be physical but also mental. We have to start again every three days. The players

³² *RMC Sport*, 17 September 2024: https://rmcsport.bfmtv.com/football/ligue-des-champions/liverpool-tout-le-monde-en-a-marre-alisson-allume-le-nouveau-format-de-la-ligue-des-champions_AV-202409170187.html and *The Independent*, 17 September 2024, <https://www.independent.co.uk/sport/football/alisson-liverpool-champions-league-format-schedule-b2614064.html>

³³ *The Guardian*, 18 September 2024: <https://www.theguardian.com/football/2024/sep/18/aston-villa-captain-john-mcginn-player-welfare>

³⁴ *Le Dauphiné libéré*, 2 September 2024: <https://www.ledauphine.com/sport/2024/09/02/didier-deschamps-le-calendrier-on-le-subit>

hardly do any training any more”, **Olivier Dall'Oglio**, French manager at AS Saint-Etienne.³⁵

- “We really don’t want to complain. But we have to question how the authorities are operating. This match in Marseille will be our 25th [of the season] whereas it’ll be Marseille’s 15th. I wonder how fair the competition really is, I wonder about the players’ health and I wonder about the quality of the show we are putting on. To contribute to the discussion which has to be held, I have written to the authorities, at the federation and the league, because we have to protect football. And I’m not just talking about Lille. Many other players are injured”, **Olivier Létang**, Chair of Lille OSC.³⁶
- “We’re trying to work out what we can do to avoid injuries but it’s out of our hands. ... The problem is the schedule, which is too demanding. ... This is a new format for the competition and we don’t know what’s going to happen. It could be more entertaining than last year, but what is certain is that we have two extra fixtures. If the organisers who take these decisions believe that players are not going to get injured because they are playing too much, then there is a problem. I would like them to reduce the number of matches to make competitions more attractive”, **Carlo Ancelotti**, manager of Real Madrid.³⁷
- “It’s not the best situation for the players, we all love football, watching the games and the players playing to their full potential and I think the number of games should be reduced”, **Hansi Flick**, manager of Barcelona.³⁸
- “If you have 70, 75 or 80 games, there’s a point where it’s not really very realistic anymore. The solution I have always wanted is to put a cap on the amount of games a player can play as an individual. Put a cap, put a compulsory period of holidays”, **Vincent Kompany**, Belgian manager of Bayern Munich.³⁹
- “The problem is the schedule. It’s not the training, it’s not the physios, it’s not the doctors, it’s not the players. It’s the schedule! There are more

³⁵ *RMC Sport*, 19 September 2024: https://rmcsport.bfmtv.com/football/ligue-1/saint-etienne-il-y-a-trop-de-matches-on-va-saturer-les-gens-la-charge-de-dall-oglio-contre-le-calendrier_AV-202409190615.html?utm_source=chatgpt.com

³⁶ *France 3*, 12 December 2024: <https://france3-regions.franceinfo.fr/hauts-de-france/nord-0/lille/on-doit-protoger-le-football-les-matches-s-enchainent-ils-trop-vite-pour-les-joueurs-de-foot-3075349.html>

³⁷ *RMC Sport*, 16 September 2024: https://rmcsport.bfmtv.com/football/ligue-des-champions/ligue-des-champions-ancelotti-egratigne-l-uefa-et-fustige-un-calendrier-trop-exigeant_AV-202409160542.html

³⁸ *Yahoo Sports*, 21 September 2024: https://sports.yahoo.com/hansi-flick-sends-clear-message-140500698.html?guce_referrer=aHR0cHM6Ly93d3cuZ29vZ2xlLmNvbS8&guce_referrer_sig=AQAAABSOBK GmyKDCvvmGC_jaVoBPZoDpvqyLzRc6yhX2gxJp0KKoix9pJLD-kfpTCNErileNOzFKCDIfZD-q-OrlNIM26QxWGKZDVUb-cca-wK7inPicPk1ma9Sx14KUrodoKlmlhxKRuzNGJF8JjL3SjZG-v6sx8Rt-2UVttdmBhdus&guccounter=2

³⁹ *RMC Sport*, 20 September 2024: https://rmcsport.bfmtv.com/football/ligue-des-champions/calendrier-surcharge-la-proposition-de-kompany-en-reponse-a-la-colere-des-joueurs_AV-202409200870.html

and more matches to play and the number of injuries is increasing all the time. This means we have little recovery time. The main thing is that in these pressure moments we tend to get players back in too quickly, and this partly explains the injuries to Akanji and Aké... To cope, we will probably need to expand the squad. For the current season, we would have needed a squad of 45 to 50 players to maintain our form. But this is difficult financially for the club. ... But we're going to play the (FIFA Club) World Cup in the summer and then after three weeks, start again with the Premier League. So maybe we do have to have more depth in the squad”, **Pep Guardiola**, manager of Manchester City.⁴⁰

- “There are too many games - the top players are overloaded. It is not good for football. Maybe it is good for commercial (reasons). There is a limit and players are getting injuries. It is almost unavoidable because of the overload of so many games. I think, as a club alone, you can't change this. It's more about the total industry. It's about clubs, and players, and coaches, and so many others, who are there in the environment of football, who have to work on this to improve the game, but of course to find the right balance, because in the end of the day, it's financial. And also, we are professional, so revenues have to come. But, yeah, we have to balance this out” **Erik Ten Hag**, former manager of Manchester United.⁴¹
- “The current congested football calendar affects players' health, forcing them to cope with an unprecedented programme. This doesn't just affect their performances; it is directly linked to an alarming increase in injuries. In our case, at Real Madrid, the players could have to play 82 matches this season. Ten years ago, a player would have played a maximum of 22 matches organised by UEFA and FIFA but this year there will be 36 matches, which is an increase of 63%. In other words, UEFA and FIFA have added 14 fixtures, which amounts to nearly two months of competition under normal circumstances. And it should be said, in the same connection, that since the beginning of the season, in other words over only three months, 14 of Real Madrid's players have been injured, with a total number of 22 injuries. In our championship, during the current season, we have already had nine cruciate ligament tears, including two among our first team players. I'll give you some other figures, which confirm what an alarming situation we are in. Last season there were also nine cruciate ligament tears in our first division. Two seasons ago, there were 13 such injuries. Yet, as I said, since the beginning of the season, we have already had nine. In the last round of la Liga games alone, there were three, affecting Militão, Franquesa, at Leganés, and Akhomach, at Villarreal. And at Real Madrid, whose players play up to the end of the season, we have had seven cruciate ligament tears in the last 15 months. According to medical specialists, the main cause of this type of injury is fatigue. It has been demonstrated that a greater

⁴⁰ *L'Equipe*, 13 December 2024: <https://www.lequipe.fr/Football/Actualites/-le-nombre-de-nos-blesses-ne-cesse-d-augmenter-pep-guardiola-fustige-le-calendrier-trop-lourd-de-manchester-city/1526411>

⁴¹ <https://www.nationalworld.com/sport/football/man-united-fixture-congestion-4795959>

workload, with fewer rest periods between matches, increases the risk of such injuries. Furthermore, for the last two years, matches have been longer, resulting in an increase in overall playing time. Matches being played at later times makes it more difficult to recover and rest before the next match (at national, Champions League and international level). This year the schedule for the first month and a half of competition was more congested than ever. Added to this are international competitions (the EUROs, the Copa America, etc.). It is striking that a player such as Jude Bellingham had played 251 matches by his 21st birthday. At his age, David Beckham had played only 54. This difference shows the disproportionate physical and mental pressure to which today's footballers are subjected, as they are deprived of enough recovery time between matches. The lack of rest and recovery time increases the risk of serious injury and this affects not only individual football players' careers but also the quality of the show they can put on for supporters. FIFA has considerably lengthened international windows and set up a Club World Cup which will deprive players of their annual summer break. UEFA has increased the number of inconsequential and pointless matches it stages in the European tournaments it organises while disregarding player health. It has also set up a new tournament, the Nations League. Ten years ago, UEFA held 488 official matches in a season. This season, it is holding 769, i.e. 57% more. In my opinion, they do this for only one reason: to make more money. The result is that football itself deteriorates, with a schedule and formats which are devised with no regard for the main stakeholders in the sport, namely the players, the clubs and the supporters. I believe that the current situation reflects a management approach which has lost sight of the main thing, which is the enjoyment of the supporters and the health of the players. In their quest for short-term profit, the managers of FIFA and UEFA have forgotten that the sport must be sustainable in terms of the players' health and well-being. There is little hope that there will be any real improvement if the players' health continues to be sacrificed and the supporters continue to be disrespected. It is only by focusing on the quality of competitions, reasonable schedules and the value of the spectacle for supporters that we will be able to restore our beloved sport to its former grandeur", **Florentino Perez**, Chair of Real Madrid.⁴²

II. In its 2023 annual report, FIFPRO, working in co-operation with Football Benchmark, highlighted the number of matches played by some footballers over the 2022-2023 season, during which the 2022 FIFA World Cup was held in Qatar from 20 November 18 December.⁴³

On 1 May 2023, i.e. one month before the end of the season, Vinicius Jr. had already played 59 matches, 75% of which were followed by fewer than

⁴² <https://www.realmadrid.com/en-US/news/club/latest-news/el-real-madrid-alcanza-los-600-millones-de-seguidores-en-redes-sociales-28-10-2024>

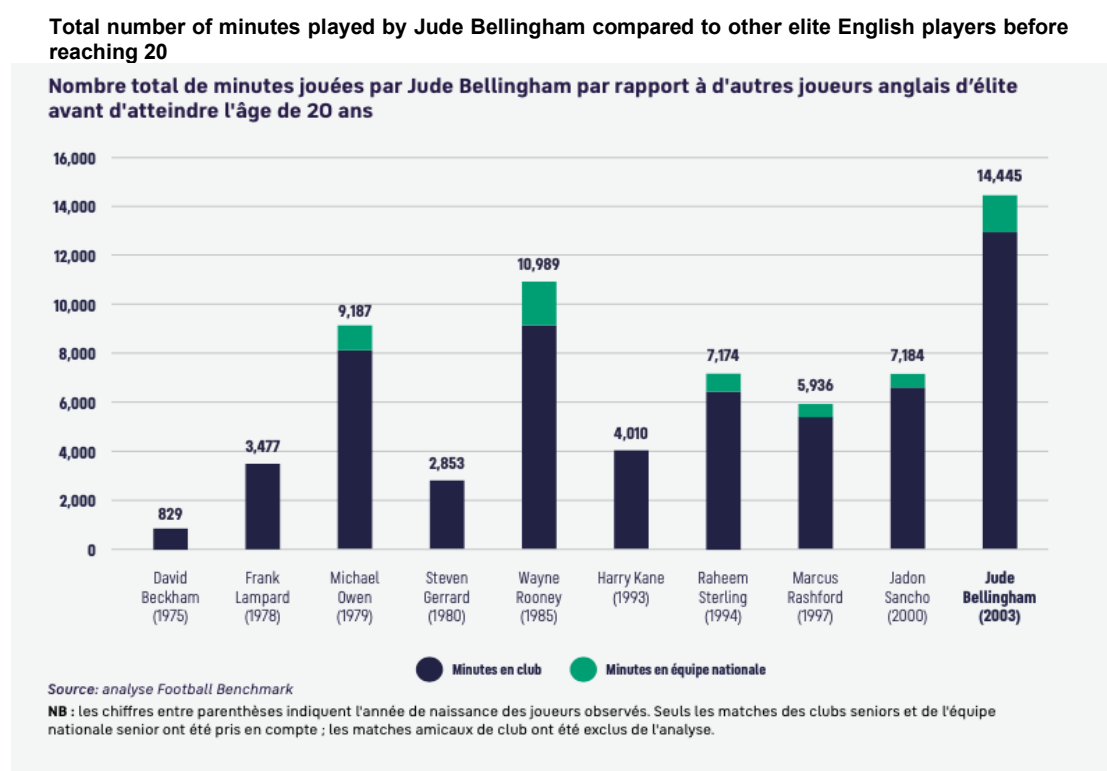
⁴³ FIFPRO annual report 2023

five successive days of rest, while Lautaro Martinez had played 62 matches, 76% followed by fewer than five successive days of rest and Pedro Guilherme 62 matches, 69 % followed by fewer than five successive days of rest.

The report went on to compare the game times of current players with those of former players of the same nationality, playing in the same position.

This comparison reveals a striking growth in the number of official matches and shows that this phenomenon now affects the very youngest players.

For instance, when Jude Bellingham turned 20 in 2023, he had already played for nearly 15 000 minutes since his début in 2019, which is 17 times more than David Beckham and 5 times more than Steven Gerrard at the same age:

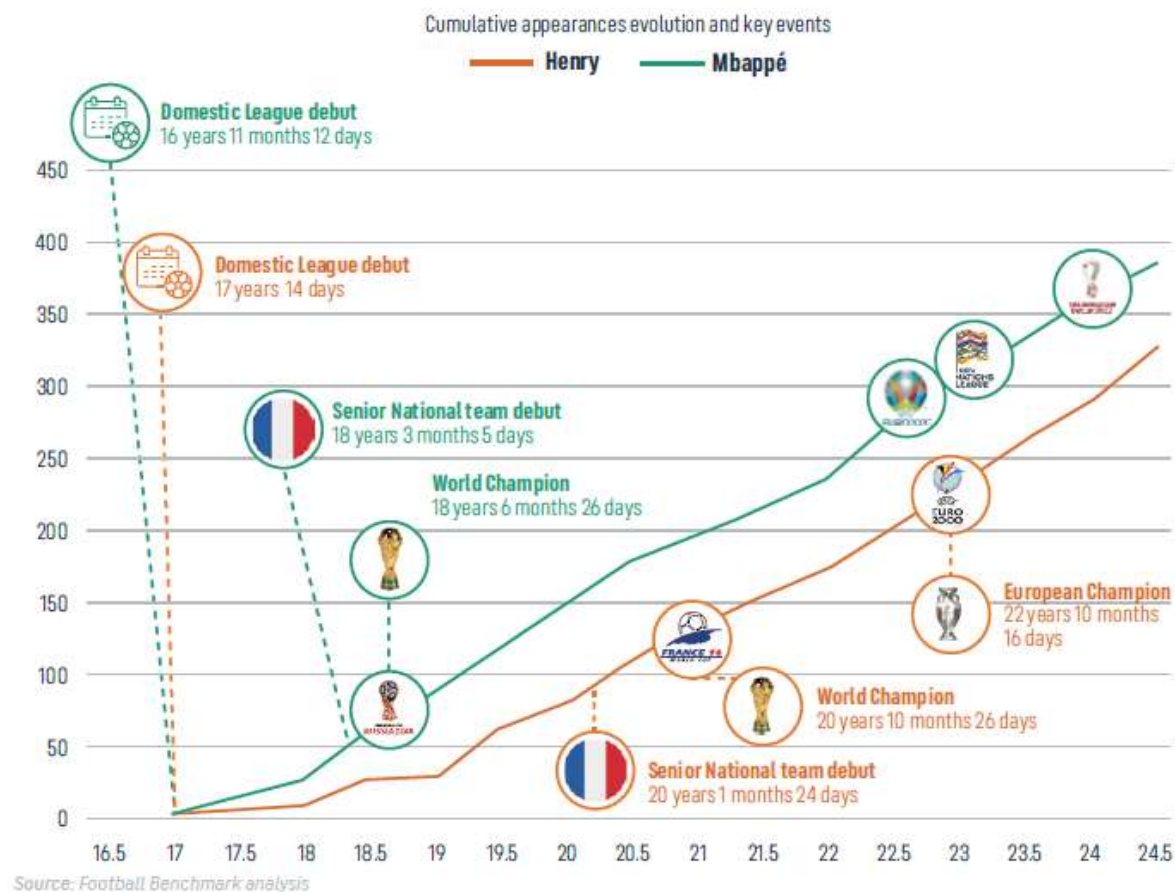


NB: The figure in brackets is the player's year of birth. Only matches for club and international senior sides are taken into account; friendly club matches were excluded from the survey.

The report also reveals that at the age of 18, Kylian Mbappé had already played more than double the number of competitive matches played by Thierry Henry, whose game time sped up only after turning 19. Henry was 20 when he reached 100 senior appearances but Mbappé achieved the same feat an entire year earlier. By the time he was 24, Mbappé had accumulated a total of 26 952 minutes and taken part in four major

tournaments with the French national team whereas Henry had reached 18 026 minutes and taken part in “only” two international tournaments.

The report then provides the following graph:



The press release⁴⁴ accompanying this report focused on the following examples:

- At 22, Vinicius Junior had already played 18 876 minutes of club and national team football, which is twice as much as the formal Brazilian playmaker Ronaldinho at the same age;
- At 20, Pedri had played more than 12 000 minutes, which is 25% more than Xavi at the same age;
- At 24, Kylian Mbappé had played 26 952 minutes, which is 48% more than Thierry Henry at the same age;
- At 20, Jude Bellingham had played more than 30 % more minutes in competitive matches than Wayne Rooney at the same age.

⁴⁴ FIFPRO press release, 8 June 2023

This difference can be accounted for in part by the growing number of competitions held by the various football federations and changes in the format of existing competitions, both of which mean that the number of matches is increasing.

For instance, the new format of the UEFA Champions League, introduced from the 2024-2025 season on, has resulted in a major change in the structure of the tournament. Apart from the fact that the competition now has 36 competing teams as opposed to 32, the conventional group phase of eight groups of four teams has been replaced by a single group in which each team plays eight matches. The first eight teams qualify directly for the last 16 while those in 9th to 24th place must play home and away play-off matches. This means that Paris Saint-Germain, Brest and Monaco each had to play ten matches before the last 16,⁴⁵ as opposed to six by the same stage under the old format, in other words four extra matches.

The 2024-2025 also saw the establishment of a new version of the Club World Cup, which was to be held in the United States from 15 June to 13 July 2025, in other words over a month, as opposed to ten days beforehand.⁴⁶ The number of participating teams was increased from seven to 32, multiplying the number of matches by eight (63, as opposed to 8 previously). As a result, the teams which reach the final play seven matches in total, compared to two before, in other words five extra matches. Lastly, whereas the Club World Cup was formerly reserved for the European club which had won the UEFA Champions League, access has now been extended to the top teams in the UEFA rankings. Consequently, Chelsea, Manchester City, Bayern Munich, Paris Saint-Germain, Inter Milan, Porto, Benfica Lisbon, Borussia Dortmund, Juventus Turin and Atletico Madrid will take part in the 2025 competition, along with Real Madrid, who, as the winner of the 2023-2024 UEFA Champions League, would normally have taken part under the old format.

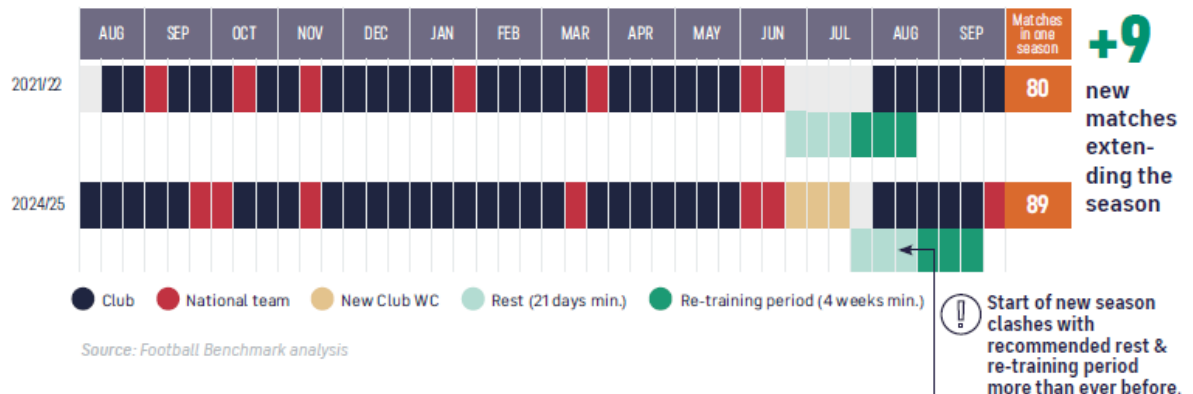
Taken together, the new formats of the Champions League and the Club World Cup have added nine matches to the schedule.

⁴⁵ Since Lille qualified directly for the last 16, they “only” had to play eight matches, i.e. two more than under the previous format.

⁴⁶ <https://www.fifa.com/en/tournaments/mens/club-world-cup/usa-2025/articles/teams-dates-venue-groups-draw-matches-tickets>

CALENDAR COMPARISON: 2021/22 VS 2024/25

New calendar after Champions League and Club World Cup changes



The old format of the Club World Cup has moreover been kept and renamed the FIFA Intercontinental Cup, meaning that the Club World Cup is actually a new competition.⁴⁷

This new competition will be held every four years during the summer break between seasons, meaning that professional footballers taking part will now have a full break only every four years, with the other three summers occupied by the continental competition between national teams (the European Championships or the Copa America), the Club World Cup or the FIFA World Cup.

Lastly, from 2026 on, the FIFA World Cup will also be expanded, increasing from 32 to 48 teams, amounting in 40 extra matches in total and requiring an extra week of competition.⁴⁸

III. This increase in the number of official matches and the accompanying reduction in professional footballers' rest time has prompted the various trade unions to take action in the relevant courts.

For instance, on 13 June 2024, the English Professional Footballers' Association (PFA) and the French Union nationale des footballeurs professionnels (UNFP) filed a number of questions with the Brussels Commercial Court to be referred to the Court of Justice of the European Union (CJEU) for preliminary rulings concerning the legality of decisions by

⁴⁷ *L'Équipe*, 10 December 2024: <https://www.lequipe.fr/Football/Actualites/La-fifa-cree-la-coupe-du-monde-des-clubs-et-Maytient-la-coupe-intercontinentale/1525790>

⁴⁸ <https://www.fifa.com/en/tournaments/mens/worldcup/canadamexicousa2026/articles/match-schedule-fixtures-results-teams-stadiums>

the Fédération internationale de football association (FIFA) to fix the international match calendar unilaterally and, more specifically, its decision to set up the FIFA Club World Cup 2025.

A few months later, on 14 October 2024, FIFPRO Europe and European Leagues, which represents the players' unions and national leagues, filed a complaint against FIFA with the European Commission disputing its conduct when imposing the international match schedule.⁴⁹

Continuing in this vein, the UNFP, which is the complainant organisation in this case, wishes to complain to the European Committee of Social Rights concerning the failure of the French state to secure the effectiveness of the guarantees covering professional footballers with regard to their working hours and its failure to protect their health.

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⁴⁹ <https://fifpro.org/en/who-we-are/fifpro-members/fifpro-europe/player-unions-and-leagues-file-complaint-to-european-commission-over-fifa-s-imposition-of-international-match-calendar>

THE ADMISSIBILITY OF THE COMPLAINT

A. France's status as a Contracting State

IV. On 9 March 1973, France ratified the European Social Charter of 1961.

On 7 May 1999, France ratified the revised European Social Charter of 1999 (the Charter). On the same day, it also ratified the Additional Protocol to the revised European Social Charter providing for a system of collective complaints.⁵⁰

Decree No. 2000-110 of 4 February 2000 on the publication of the revised European Social Charter provided for its entry into force on 1 July 1999.⁵¹

The Charter is based on a system of ratification which enables states to choose the provisions it wishes to accept as legally binding international obligations and it should be noted that France has accepted all the provisions.⁵²

It has therefore accepted Articles 2, 3, 6, 7 and 11 of the Charter, which are the subject of this collective complaint.

There is therefore no doubt that these articles are applicable to the French state and that if it fails to comply with them, it may be the subject of a collective complaint to the European Committee of Social Rights (ECSR).

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⁵⁰ <https://www.coe.int/en/web/european-social-charter/signatures-ratifications>

⁵¹ Decree No. 2000-110 of 4 February 2000, Article 2.

⁵² <https://rm.coe.int/country-by-country-table-of-accepted-provisions/1680630742>

B. The standing of the UNFP to lodge a collective complaint

V. Article 1 of the Additional Protocol to the Charter grants the following organisations the right to submit a complaint alleging unsatisfactory application of the Charter:

- international organisations of employers and trade unions;⁵³
- other international non-governmental organisations which have consultative status with the Council of Europe and have been put on a list established for this purpose by the Governmental Committee;⁵⁴
- representative national organisations of employers and trade unions within the jurisdiction of the Contracting Party against which they have lodged a complaint.⁵⁵

The only condition which applies to the national organisations of employers and trade unions referred to in Article 1.c of the Protocol is that they must be representative. The purpose of the representativeness requirement is “to ensure the proper functioning of the complaints procedure in view of the very large number of trade unions operating in some states”.⁵⁶

Within the meaning of the Additional Protocol, representativeness is “an autonomous concept, not necessarily identical to the national notion of representativeness”. To qualify as representative, a trade union “must be real, active and independent”. To assess whether this requirement is met, the ECSR examines “the aim of the trade union and ... the activities which it carries out”. It also takes into account “the number of members represented by a trade union and the role it plays in collective bargaining”.⁵⁷

⁵³ Additional Protocol of 9 November 1995, Article 1.a.

⁵⁴ Additional Protocol of 9 November 1995, Article 1.b

⁵⁵ Additional Protocol of 9 November 1995, Article 1.c

⁵⁶ ECSR, 13 May 2020, *Syndicat CGT Ford Aquitaine Industrie v France*, No. 184/2019

⁵⁷ ECSR, 11 December 2020, *SAESE v. Italy*, No. 194/2020; see also ECSR, 4 July 2023, *CO.NA.PO. v. Italy*, No. 214/2022

To assess whether a complainant trade union is representative, the ECSR seeks to establish whether it has engaged in activities “that could amount to core trade union activities, such as participating in collective bargaining, concluding collective agreements or calling strikes”.⁵⁸

It has also been decided that “to be considered as a trade union for the purposes of the collective complaints procedure, the complainant should engage in activities that could properly be said to amount to core trade union activities, such as participating in collective bargaining, calling strikes, bringing legal proceedings against employers and/or on behalf of its members, taking action in order to support or improve its members' working terms and conditions etc.”.⁵⁹

VI. In the present case, there can be no doubt that the UNFP meets the condition of representativeness referred to in the Additional Protocol of 9 November 1995.

The UNFP's statutes state explicitly that it is a trade union within the jurisdiction of France, in accordance with Article 1c) of the Additional Protocol:

“The Union nationale des footballeurs professionnels (UNFP) is a trade union founded on 16 November 1961, governed by the provisions of Book One of the Second Part of the Labour Code and by these statutes, deposited at the Seine Prefecture and registered at the Labour Office of the Ministry of Social Affairs on 17 November 1961 under the reference number 12953 and at the Trade Unions Division of the General Affairs Office of Paris Town Hall under the reference number 910167”.⁶⁰

Its social purpose is described as follows:

“The purpose of the trade union is:

⁵⁸ ECSR, 18 May 2022, *CO.N.QUA.DIR – PA. and Cassa Mutua Nazionale tra i Cancellieri e Segretari Giudiziari v Italy*, No. 202/2021

⁵⁹ ECHR, 23 March 2021, *Greek Bar Associations v. Greece*, No. 196/2020

⁶⁰ Statutes of the UNFP, Article 1.

- To study and defend the collective and individual rights and material and moral interests of salaried football players practising their profession at national level or representing France at international level, it being understood that:

- the term “player” within the meaning of these statutes (corresponding to the profession whose interests this union defends) includes:

- (i) salaried male football players, namely those currently or formerly tied to a French club by a contract approved by the Professional Football League (LFP) or a federal contract;

- (ii) salaried female football players, namely those currently or formerly tied to a French club by a federal contract (or by any contract approved by any professional league which may be set up);

- (iii) male or female players destined to enter one of the two categories described above who are licensed members of a professional football club (cadets, etc.);

- (iv) male and female French international football players.

The “profession” covers all players.

- The term “football” is understood to mean all the disciplines recognised by the French Football Federation (FFF), particularly, although not exclusively, 11-a-side football and futsal.

- To develop and enhance the image of players in its capacity as a trade union defending players’ interests;

- To examine any social, economic or professional questions submitted to it and to seek to resolve them by all appropriate means in the interest of the employees of this profession;

- To combat racism within the strict confines of football and to assist players subjected to discrimination on the grounds of ethnic and religious background, sexual orientation, gender identity or disability;

- and, in general, to improve by all legal means the collective working conditions of its male and female professional football player members in accordance with the prerogatives of a trade union.”⁶¹

⁶¹ Statutes of the UNFP, Article 4.

Accordingly, one of the aims of the UNFP is to defend the collective and individual interests of professional footballers playing in France or for the French national team and improve their collective working conditions.

The UNFP statutes specify that to achieve this, it has the power to “implement any campaigns or measures to defend the profession”, initiate legal proceedings “to defend players’ interests” and “negotiate and conclude collective labour agreements relating to the profession”.⁶²

The UNFP gives practical effect to the powers it derives from its statutes.

With regard to the power to negotiate and conclude labour agreements, it is worth pointing out that the Court of Cassation has recognised that the Professional Football Charter has the status of a collective agreement.⁶³

The UNFP is a signatory to the Professional Football Charter⁶⁴ and therefore takes part in the process of amending it every year.

In addition, several members of the UNFP sit on the National Joint Committee of the national collective agreement for football-related professions,⁶⁵ whose aims include the amendment or interpretation of said agreement.

As a trade union representing employees and a member of the Joint Committee on the collective agreement, it is therefore one of the tasks of the UNFP to discuss any proposal to amend or reframe the collective agreement.⁶⁶

During the 2024/2025 season, the Joint Committee met 11 times to discuss and propose amendments to the collective agreement.

Evidence of the UNFP’s active role in the process of constantly updating the collective agreement is provided by the minutes of 10 February 2025, in which the members of the Joint Committee including UNFP representatives such as Mr David Terrier (UNFP President), Mr Stéphane Burchkalter (UNFP legal director) and Mr Juliano Khankan (UNFP legal expert)⁶⁷

⁶² Statutes of the UNFP, Article 5.

⁶³ Court of Cassation, Social Affairs Division (Soc.), 12 December 2012, No. 11-14.823.

⁶⁴ Professional Football Charter, Article 1.

⁶⁵ Professional Football Charter, Article 67.

⁶⁶ *idem*.

⁶⁷ <https://www.unfp.org/le-syndicat-des-joueurs-pros/notre-organisation/>

adopted a resolution deciding on the interpretation of Article 261 of the collective agreement before expressing a wish for social dialogue to resume on the primary professional contract.⁶⁸

Another example is the minutes of the Joint Committee meeting of 9 April 2025, also involving David Terrier and Juliano Khankan, in which it was noted that the UNFP had expressed doubts about the practice of terminating fixed-term contracts where a player had been recruited on an indefinite-term contract because “where players are concerned, there is no precedent and it may be disproportionate to introduce a binding provision” and in which the question of minimum salaries for apprentice players was raised.⁶⁹

During this meeting, the Joint Committee approved amendments to the collective agreement proposed by the legal directorate of the LFP.⁷⁰

The UNFP is also currently negotiating a collective agreement for women’s football.⁷¹

More generally, the UNFP takes part in the negotiations with clubs which are now compulsory under Article L. 2242-1 of the Labour Code, relating in particular to remuneration and working time.⁷²

The Professional Football Charter also assigns the UNFP several seats on various committees so that it can take part actively in the defence of professional footballers, i.e. the legal committee,⁷³ the national joint appeal committees,⁷⁴ the national joint committee of the national collective agreement on football-related professions,⁷⁵ the national joint players’ sub-committee,⁷⁶ the derogation sub-committee,⁷⁷ and the national joint committee on employment, training and redeployment.⁷⁸

⁶⁸ Minutes of the meeting of the National Joint Committee of the national collective agreement for football-related professions of 10 February 2025.

⁶⁹ Minutes of the meeting of the National Joint Committee of the national collective agreement for football-related professions of 9 April 2025.

⁷⁰ Proposed amendments to the national collective agreement for football-related professions.

⁷¹ *Sud Ouest*, 4 April 2025: <https://www.sudouest.fr/sport/premiere-ligue-feminine-la-convention-collective-toujours-pas-signee-23910057.php>

⁷² https://www.legifrance.gouv.fr/acco/id/ACCOTEXT000050056149?page=1&pageSize=10&query=unfp+football&searchField=ALL&searchType=ALL&tab_selection=all&typePagination=DEFAULT

⁷³ Professional Football Charter, Article 50.

⁷⁴ Professional Football Charter, Article 61.

⁷⁵ Professional Football Charter, Article 67.

⁷⁶ Professional Football Charter, Article 68.

⁷⁷ Professional Football Charter, Article 72.

⁷⁸ Professional Football Charter, Article 80.

The UNFP also has a seat on the general assembly of the LFP, currently occupied by Mr Philippe Piat, the former president and now honorary president of the UNFP.⁷⁹

Philippe Piat is also, along with David Terrier, the current President of the UNFP,⁸⁰ and a member of the LFP board.⁸¹

The UNFP also runs numerous campaigns to support professional footballers throughout their careers and advise them when they have to find another job.⁸²⁸³

It also holds a ceremony every year entitled “Trophées UNFP”, during which it announces the players of the year.⁸⁴

The UNFP has called on occasion for players to strike to preserve their rights.⁸⁵ For instance, it fought for professional footballers playing in France to have a winter break and once this was achieved, for this right not to be taken away again.

It intervenes during judicial proceedings or initiates them itself when professional footballers’ interests are at stake.⁸⁶ Moreover, in this context, there is absolutely no dispute over its right to institute civil proceedings before the criminal courts.⁸⁷

Besides the fact that the UNFP is an especially active trade union, practically all professional footballers are members. For instance for the 2024-2025 season, 1 226 professional footballers playing in Ligue 1, Ligue

⁷⁹ Minutes of the LFP General Assembly of 10 September 2024: https://www.lfp.fr/assets/20240910_PV_AG_408fe7c979.pdf

⁸⁰ Minutes of the UNFP Executive Committee of 12 October 2024,

⁸¹ <https://www.lfp.fr/article/le-conseil-d-administration-renouvele-vincent-labrune-reelu-president-de-la-lfp>

⁸² <https://www.unfp.org/ce-que-nous-faisons/lacompagnement-des-joueurs/>

⁸³ <https://www.cnfdi.com/le-blog/comment-se-reconvertir-professionnellement-apres-une-carriere-sportive-291.html>

⁸⁴ *Le Parisien*, 11 May 2025: <https://www.leparisien.fr/sports/football/ligue-1/trophees-unfp-le-palmares-complet-avec-dembele-luis-enrique-et-mbappe-recompenses-11-05-2025-XAVBU3URVNBHZOCU5NJHO3C45Y.php>

⁸⁵ *Libération*, 9 October 2008: https://www.liberation.fr/sports/2008/10/09/en-deplacement-a-caen-le-syndicat-des-footballleurs-negocie-pied-a-pied_113673/

⁸⁶ See, for example: CJEU, 4 October 2024, *FIFA v. BZ*, Case No. C-650/22; ECHR, 18 January 2018, *FNASS and Others v. France*, No. 48151/11; EC, 24 February 2011, *UNFP v. Min. de la justice et des libertés*, No. 340122.

⁸⁷ Montpellier Court, 16 May 2024, No. 2024/1149; Nice Court, 30 September 2021, No. 2564/21.

2 or the national league were signed up to the UNFP,⁸⁸ which amounts to 94.89% of the professional players in these three championships.⁸⁹

The result of all the foregoing is that the UNFP clearly carries out practical trade union activities within the meaning of the Additional Protocol of 9 November 1995, in that it takes part in collective bargaining, calls strikes, initiates judicial proceedings on its members' behalf or in the profession's interests and adopts measures to uphold and improve its members' working conditions.

The UNFP's activities therefore allow it to meet the representativeness requirement set out in Article 1c) of the Additional Protocol of 9 November 1995 to the Charter.

Consequently, the UNFP is a national representative workers' organisation falling within the jurisdiction of the French state, within the meaning of Article 1c) of the Additional Protocol of 9 November 1995 and hence has the requisite standing to lodge this collective complaint.

VII. Considering that France has accepted Articles 2, 3, 6, 7 and 11 of the Charter, that the UNFP is a representative trade union within the jurisdiction of France and that the UNFP demonstrates clearly, through the arguments set out below, that France has not secured the satisfactory application of Articles 2, 3, 6, 7 and 11 of the Charter, this collective complaint must be declared **admissible**.

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⁸⁸ Auditor's report on staffing numbers.

⁸⁹ <https://www.unfp.org/2025/02/record-dadhesions-a-lunfp/>

MERITS OF THE COLLECTIVE COMPLAINT

VIII. Article 2 of the Charter governs conditions of work and, in particular, working hours and rest time, while Article 3 relates to safe and healthy working conditions, Article 6 to the right to collective bargaining and Article 7 to minimum safeguards for minors.

These four articles relate therefore to the working relationship between workers and their employers and this implies that, before examining how these provisions and Article 11 have been infringed by France, it must be established in what way professional footballers are workers within the meaning of the Charter.

A. The status of professional footballers as workers

IX. In its decision of 12 September 2023⁹⁰ relating to volunteer firefighters (VFFs), the ECSR stated, having outlined the relevant domestic and international law, that “the concept of ‘worker’ within the meaning of the Charter cannot be defined solely by reference to the legislation of the member States. Otherwise, the implementation of different guarantees provided for ‘workers’ would be within the States’ discretion and it would be possible for the States to alter the scope of those guarantees which would deprive them of any efficiency”.

The ECSR went on to point out that some of the components of the definition of what is a “worker” derived from its case law.

In the case of *European Youth Forum (YFJ) v. Belgium*, “the Committee held that Article 4§1 applied in the case of so-called ‘bogus internships’, which lacked a substantial learning and training component, were allegedly used to replace regular employment, and entailed the performance of real and genuine work. The Committee also found that the existence of an employment contract or of remuneration was not determinative of the issue, as in any event they were lacking in the case of the internships in question”.

⁹⁰ ECSR, 12 September 2023, *Union syndicale solidaire SDIS v. France*, Complaints Nos. 176/2019 and 193/2020

In the case of *Unione sindacale di base (USB) v. Italy*, “the Committee held that [‘socially useful workers’] qualified as ‘workers’ for the purposes of the Charter, to the extent that they were deployed for extended periods of time and became part of the organisations concerned. Furthermore, they carried out similar or even the same tasks as ‘regular workers’, which moreover implied the existence of a subordinate relationship. The fact that the individuals in question received benefits for their services drawn from specially designated funds, as opposed to salaries, was not determinative of their status as ‘workers’ (ibid., §87)”.

The Committee inferred from this that “a range of factors are relevant for determining the nature of the activity carried out by VFFs and hence whether they may be regarded as workers. This will include, in particular, the performance of real and genuine work; the existence of a relationship of subordination; and, in the specific context of the present complaint, the absence of remuneration, as an element that would confirm that the engagement in question is performed on a voluntary basis”.

X. In this connection, Article 2 of FIFA’s Regulations on the Status and Transfer of Players defines a professional footballer as a player who has a contract with a club and is paid more for his footballing activity than the expenses he effectively incurs.⁹¹ This pay is then explicitly referred to as a salary in Article 14bis of the Regulations.

In its decision of 15 December 1995,⁹² the Court of Justice of the European Communities considered professional footballers to be workers and recognised their right to freedom of movement under Article 48 of the EEC Treaty. When called on recently to rule on the FIFA Regulations on the Status and Transfer of Players, the Court of Justice of the European Union gave a similar ruling,⁹³ pointing out that players are tied to their clubs through an employment contract and hence enjoy all the rights pertaining to the status of a worker.

Similarly, the International Labour Organization (ILO) also regards professional footballers as workers. In 2007, following a complaint lodged by Columbian footballers, the ILO Committee on Freedom of Association considered the status of professional football players as workers to be “undeniable”.⁹⁴

⁹¹ FIFA Regulations on the Status and Transfer of Players, Article 2.

⁹² CJEC, 15 December 1995, *Bosman*, no. C-415/93

⁹³ CJEU, 4 October 2024, *FIFA v. BZ*, case no. C-650/22

⁹⁴ ILO, 344th Report of the Committee on Freedom of Association, 2007, paragraphs 838-340.

In domestic law, Article 251 of the Professional Football Charter provides that all the relevant rules in the Labour Code apply to the relationship between players and their clubs.⁹⁵

This is a reiteration of Article L. 222-2-1 of the Sports Code, under which “the Labour Code shall apply to salaried professional sports players and salaried professional coaches”.⁹⁶

More specifically, Article L. 222-2-3 of the Sports Code provides that “to ensure that professional sports players and coaches are protected and competitions are fair, any contract through which a sports association or club of the type described in Articles L. 122-2 and L. 122-12 secures the paid collaboration of one of its employees shall be a fixed-term employment contract”.⁹⁷ Here again, this remuneration is specifically referred to as a salary.⁹⁸

The Court of Cassation also explicitly describes professional footballers as employees and clubs as employers, and applies the provisions of the Labour Code to their relationship.⁹⁹ It also explicitly refers to the agreement between professional footballers and their club as an employment contract.¹⁰⁰ It is moreover the labour courts which have jurisdiction in disputes between professional footballers and their clubs.¹⁰¹

There can therefore be no doubt that professional footballers are workers within the meaning of the Charter. They carry out real and actual work, are subordinate to the associations by which they are employed and receive a salary in exchange for their work.

Consequently, professional footballers enjoy the guarantees provided for by Articles 2 and 3 of the Charter.

⁹⁵ Professional Football Charter, Article 251.

⁹⁶ Sports Code, Article L. 222-2-1.

⁹⁷ Sports Code, Article L. 222-2-3.

⁹⁸ Professional Football Charter, Article 259.

⁹⁹ See for example: Soc., 29 November 2023, No. 21-19.282.

¹⁰⁰ Soc., 29 January 2020, No. 17-20.163.

¹⁰¹ Same judgment.

B. Article 2 of the Charter

1) Relevant international law

XI. Employees' working hours are the subject of many international provisions.

In EU law, Article 31 of the EU Charter of Fundamental Rights provides as follows:

“1. Every worker has the right to working conditions which respect his or her health, safety and dignity.

2. Every worker has the right to limitation of maximum working hours, to daily and weekly rest periods and to an annual period of paid leave”.¹⁰²

The Court of Justice of the European Union has held that the rights granted by the Charter of Fundamental Rights can be freely invoked by nationals of the member States before their national courts, particularly against national legislation or regulations that are incompatible with the fundamental rights granted by the Charter, but only if they can be linked to a primary or secondary EU law standard.¹⁰³

In this respect, secondary EU law already contains rules on working hours which are applicable in domestic legal systems.

Directive 2003/88/EC of the European Parliament and of the Council of 4 November 2003 concerning certain aspects of the organisation of working time “lays down minimum safety and health requirements for the organisation of working time in respect of periods of daily rest, breaks, weekly rest, maximum weekly working time, annual leave and aspects of night work, shift work and patterns of work”.

¹⁰² Charter of Fundamental Rights of the European Union, Article 31.

¹⁰³ CJEU, 26 February 2013, *Åklagaren v. Hans Åkerberg Fransson*, Case C-617/10

In its preamble,¹⁰⁴ it points out in particular that “all workers should have adequate rest periods. The concept of ‘rest’ must be expressed in units of time, i.e. in days, hours and/or fractions thereof. Community workers must be granted minimum daily, weekly and annual periods of rest and adequate breaks. It is also necessary in this context to place a maximum limit on weekly working hours”.

It does not apply to seafarers,¹⁰⁵ for whom a separate European agreement on working time has been implemented.¹⁰⁶ Otherwise, it applies “to all sectors of activity, both public and private, within the meaning of Article 2 of Directive 89/391/EEC, without prejudice to Articles 14, 17, 18 and 19 of this Directive”,¹⁰⁷ in other words to “all sectors of activity ... (industrial, agricultural, commercial, administrative, service, educational, cultural, leisure, etc.)”,¹⁰⁸ which does not rule out sporting activities.

The exceptions and derogations provided for in Articles 14, 17 and 19 do not relate to the sports sector.

The directive includes the following provisions in particular:

Article 3:

“Member States shall take the measures necessary to ensure that every worker is entitled to a minimum daily rest period of 11 consecutive hours per 24-hour period”.

Article 4:

“Member States shall take the measures necessary to ensure that, where the working day is longer than six hours, every worker is entitled to a rest break, the details of which, including duration and the terms on which it is granted, shall be laid down in collective agreements or agreements between the two sides of industry or, failing that, by national legislation”.

¹⁰⁴ Point 5.

¹⁰⁵ Preamble and Article 1

¹⁰⁶ Council Directive 1999/63/EC of 21 June 1999 concerning the Agreement on the organisation of working time of seafarers concluded by the European Community Shipowners' Association (ECSA) and the Federation of Transport Workers' Unions in the European Union (FST).

¹⁰⁷ Article 1, paragraph 3.

¹⁰⁸ Article 2.

Article 5:

“Member States shall take the measures necessary to ensure that, per each seven-day period, every worker is entitled to a minimum uninterrupted rest period of 24 hours plus the 11 hours' daily rest referred to in Article 3.

If objective, technical or work organisation conditions so justify, a minimum rest period of 24 hours may be applied”.

Article 6:

“Maximum weekly working time

Member States shall take the measures necessary to ensure that, in keeping with the need to protect the safety and health of workers:

(a) the period of weekly working time is limited by means of laws, regulations or administrative provisions or by collective agreements or agreements between the two sides of industry;

(b) the average working time for each seven-day period, including overtime, does not exceed 48 hours”.

To summarise, the directive grants the following rights to employees:

- a daily rest period of 11 consecutive hours;
- a rest break for every working day lasting longer than six hours;
- a weekly rest period of 24 hours;
- a maximum weekly working time of 48 hours.

XII. To calculate the number of working hours completed by a worker, a prior definition of the meaning of working time is required.

Directive 2003/88/EC of the European Parliament and of the Council of 4 November 2003 provides as follows:

“For the purposes of this Directive, the following definitions shall apply:

1. ‘working time’ means any period during which the worker is working, at the employer's disposal and carrying out his activity or duties, in accordance with national laws and/or practice;

2. ‘rest period’ means any period which is not working time”.¹⁰⁹

In the light of this definition, the Court of Justice of the European Union found that time spent by workers travelling between their homes and the premises of their first customer, between customers, and then from their last customer back home should be regarded as working time.¹¹⁰

It found that all on-call duties performed by doctors physically present at a hospital must be regarded as working time, regardless of the intensity of the activities carried out during such duties.¹¹¹

It has also specified that where on-call time is home-based, all time spent waiting for possible calls may be regarded as working time if the worker is ready to respond to their employers’ calls at any moment, under conditions such as the application of maximum response times, which very significantly restrict his or her ability to engage in personal activities.¹¹²

More recently still, the Court of Justice clarified how working time should be calculated within the meaning of Directive 2003/88/EC in relation to the stand-by time of retained firefighters:

¹⁰⁹ Directive 2003/88/EC of the European Parliament and of the Council of 4 November 2003, Article 2.

¹¹⁰ CJEU, 10 September 2015, *Federación de Servicios Privados del sindicato Comisiones obreras (CC.OO.) v. Tyco Integrated Security SL and Tyco Integrated Fire & Security Corporation Servicios SA*, Case C-266/14.

¹¹¹ CJEC, 11 January 2007, *Jan Vorel v. Nemocnice Cesky Krumlov*, Case C-437/05

¹¹² CJEU, 21 February 2018, *Ville de Nivelles v. Rudy Matzak*, Case C-518/15.

“As regards the classification of periods of on-call duty, the Court has held that the concept of ‘working time’ within the meaning of Directive 2003/88 covers the entirety of periods of stand-by time, including those according to a stand-by system, during which the constraints imposed on the worker are such as to affect, objectively and very significantly, the possibility for the latter freely to manage the time during which his or her professional services are not required and to pursue his or her own interests (judgment of 9 March 2021, *Stadt Offenbach am Main (A firefighter’s period of stand-by time)*, C-580/19, EU:C:2021:183, paragraph 38).

Conversely, where the constraints imposed on a worker during a specific period of stand-by time do not reach such a level of intensity and allow him or her to manage his or her own time, and to pursue his or her own interests without major constraints, only the time linked to the provision of work actually carried out during that period constitutes ‘working time’ for the purposes of applying Directive 2003/88 (judgment of 9 March 2021, *Stadt Offenbach am Main (A firefighter’s period of stand-by time)*, C-580/19, EU:C:2021:183, paragraph 39 and the case-law cited).

In order to assess whether stand-by time according to a stand-by system creates, objectively, major constraints having a very significant impact on the management, by the worker concerned, of the time during which his or her professional services are not required, it is necessary, more specifically, to have regard to the time limit for that worker to return to his or her professional activities with the employer for whom he or she is serving that stand-by time starting from the moment at which that employer requests it, coupled, where appropriate, with the average frequency of the activities that the worker is actually called upon to undertake over the course of that period (see, to that effect, judgment of 9 March 2021, *Stadt Offenbach am Main (A firefighter’s period of stand-by time)*, C-580/19, EU:C:2021:183, paragraph 45).

In that regard, the Court has specified that, where that time limit is, during a period of stand-by time, limited to a few minutes, that period must, in principle, be regarded, in its entirety, as ‘working time’. It is nevertheless necessary, as the Court has also specified, to evaluate the impact of such a time limit within which the worker has to react following a concrete assessment that takes into account, as appropriate, the other constraints imposed on the worker, just as in the case of the facilities granted to him or her during that same period (judgment of 9 March 2021, *Stadt Offenbach am Main (A firefighter’s period of stand-by time)*, C-580/19, EU:C:2021:183, paragraphs 47 and 48 and the case-law cited).

It is for the referring court to assess, in the light of all the circumstances of the case and relying on the information set out in paragraphs 38 to 41 of the present judgment, whether, during his periods of stand-by time according to a stand-by system, MG is subject to constraints of such intensity such as to constrain, objectively and very significantly, the ability that he has freely to manage, during those periods, the time during which his professional services as a retained firefighter are not required.

In that regard, the possibility offered to MG to carry out another professional activity during his periods of stand-by time is an important indication that the terms of the stand-by system do not place that worker under major constraints having a very significant impact on the management of his time, provided that it is established that his rights and obligations arising from his employment contract, from collective agreements and from the legislation of the Member State concerned are structured in such a way as to permit the effective pursuit of such an activity for a significant portion of those periods.

The fact that MG at no time has to be in a specific place during his periods of stand-by time according to a stand-by system, that he is not obliged to participate in the entirety of the interventions effected from his assigned fire station, since a quarter of them may in this case take place in his absence, and that he is permitted to carry out another professional activity not exceeding 48 hours per week on average, could constitute objective factors from which it may be concluded that he is in a position to develop, according to his own interests, that other professional activity during those periods and to devote a considerable part of the time of those periods to them, unless the average frequency of the emergency calls and the average duration of the interventions prevent the effective pursuit of a professional activity capable of being combined with the post of retained firefighter, which it is for the referring court to assess”.¹¹³

It follows that working time, within the meaning of Directive 2003/88/EC may be a period during which workers, although not carrying out any particular activity, cannot freely devote themselves to their own interests.

¹¹³ CJEU, 11 November 2021, *MG v. Dublin City Council*, Case C-214/20

XIII. The International Labour Organization draws up conventions, which are directly applicable in domestic law¹¹⁴ and also contain guarantees for workers concerning working time.

Article 6 of Convention No. 106 of 1957 on weekly rest,¹¹⁵ which applies *inter alia* to “places of public entertainment”,¹¹⁶ provides as follows:

“1. All persons to whom this Convention applies shall, except as otherwise provided by the following Articles, be entitled to an uninterrupted weekly rest period comprising not less than 24 hours in the course of each period of seven days.

2. The weekly rest period shall, wherever possible, be granted simultaneously to all the persons concerned in each establishment.

3. The weekly rest period shall, wherever possible, coincide with the day of the week established as a day of rest by the traditions or customs of the country or district.

4. The traditions and customs of religious minorities shall, as far as possible, be respected”.

2) Relevant domestic law

XIV. Maximum working hours and minimum rest periods are also the subject of many domestic rules.

For instance, Article L. 3121-18 of the Labour Code sets the maximum daily working time at 10 hours, save for any derogation or exception:

“The daily length of actual work by employees may not exceed ten hours, except in the event of:

1° a derogation granted by the labour inspector, under conditions prescribed by decree;

¹¹⁴ Soc., 7 July 2021, No. 19-22.922

¹¹⁵ Ratified by France on 5 May 1971

¹¹⁶ Convention No. 106, Article 3.

2° an emergency, under conditions prescribed by decree;

3° the circumstances described in Article L. 3121-19.”

None of the three derogations provided for by the above article applies to the relations between football clubs and their players.

The maximum weekly working time is set by Article L. 3121-20 of the Labour Code at 48 hours:

“The maximum weekly working time shall be 48 hours over the same week”.

As to rest time, Article L. 3132-1 of the Labour Code prohibits employees from working “more than six days a week”. Article L. 3132-2 adds that “the weekly rest period shall last a minimum of 24 consecutive hours, to which shall be added the daily consecutive rest hours provided for in Chapter I”.

These legal rules are complemented by rules deriving from the National Collective Agreement on Sport of 7 July 2005.

Article 5.1.3.1 of this agreement provides as follows:

“The number of weeks during which working time reaches or exceeds 44 hours shall be limited to 15 per year. Where this time is equal to or over 44 hours in four consecutive weeks, it must amount to 35 hours at most in the fifth week.

These provisions shall not apply where working time has been adjusted”.

This text adds that maximum daily working hours are:

- “- 8 hours for apprentices and workers under the age of 18;
- 10 hours for all other workers.

However, in some circumstances, it shall be possible to exceed these limits, the absolute maximum being 12 hours. Such exceptions may be applied no more than twice in the same week, three times in the same month or 12 times per year.

Daily working hours shall be calculated over the entire calendar day, from 0h00 to 24h00.

Since all employees must have a daily rest period of 11 consecutive hours, maximum daily working time may not exceed 13 hours save in exceptional circumstances prescribed by law”.

As to rest periods, Article 5.1.3.1 of the collective agreement provides that “companies or establishments shall attempt to make it possible to grant two consecutive days of rest to their employees”. Article 5.1.5.6 complements this by providing for a minimum daily rest period of eleven consecutive hours.

The collective agreement on sport also contains special provisions applying to sports professionals to take account of “the brevity and the intensity of sports careers and the importance of physical and psychological preparation in the profession, setting out, for sports professionals and trainers, conditions of employment and working conditions geared to the rhythm of professional sports – or even to each individual sport – while aiming to protect the health of those concerned and managing career developments through ongoing training and the possibility of post-sports career retraining” and “the principle of sporting uncertainty inherent in any competition or any competitive system”.¹¹⁷

In Article 12.7.1.1 it points out that “professional sport calls for perfect physical conditioning, which makes meticulous preparation, especially physical preparation, essential, together with breaks and rest time”, because it is practised at a high level of competition, and that “provisions contained in law and collective agreements which require minimum breaks and rest time and minimum working hours both protect health and safety and are decisive factors where it comes to properly meeting the contractual obligations relating to tasks to be completed”.

¹¹⁷ National Collective Agreement on Sport, Chapter 12.

The rules on rest are as follows:

“12.7.1.5. Rest

a) Daily rest

It is essential for the minimum rest period between two days of work to be respected. This is 11 hours. It may be reduced to nine hours for rest following the end of a journey to play away from home.

b) Weekly rest

Bearing in mind the nature of the undertaking's activity and pursuant to the provisions of Chapter V of this agreement, exceptions may be made to the requirement for rest on Sunday for the employees covered by this chapter. This principle shall apply even where no specific mention is made of it in the employment contract.

The length of the compulsory weekly rest period may be reduced to 33 hours where, on the previous or following day, a journey for an away game has been or is to be made.

Weekly rest days which cannot be taken because of the nature of a competition shall be taken as soon as it is over. However, accumulated weekly rest periods may not exceed five days without giving rise to full reassignment”.

The rules on paid leave, which are separate from weekly rest periods, are described in the agreement as follows:

"12.7.2.2.1. Sports professionals.

The need to protect their health and their personal and family lives means that sports professionals must have guaranteed recovery time and minimum leave.

Sports professionals' annual entitlement to paid leave shall be three working days per month of actual work, and the length of leave due may not exceed 36 days per year (with the exception of additional days resulting from leave splitting). This entitlement shall be implemented according to the following arrangements:

- 19 consecutive days so that they can recuperate for the following sports season with no possibility of any demand being made on them by employers; this leave should be taken during the period from 1 May to 31 October every year;
- 5 consecutive days at the end of the calendar year, comprising at least 25 December or 1 January;

— the remainder shall be distributed, in accordance with the employer, over 3 periods at most, established subject to sporting constraints once federation schedules have been drawn up.

At all events some of the leave may be taken in advance once the season has begun”.

Lastly, the Professional Football Charter, which acts as a collective agreement,¹¹⁸ provides under Article 259 that all professional footballers are entitled to 2.5 working days of leave per month, pursuant to Article L. 3141-1 et seq. of the Labour Code. This leave must be taken during the following periods:

- a minimum of 18 consecutive working days between seasons;
- a minimum of 6 consecutive working days at the end of the calendar year;
- the remaining leave during the season.

The Professional Football Charter does not, however, contain any rules on maximum daily or weekly working hours.

XV. As to what is meant by working time, Article L. 3121-1 of the Labour Code defines it as “the time during which employees are available to their employers, follow their instructions and are not free to go about their personal business”. The Labour Code contrasts this concept with that of journey time, which Article L. 3121-4 explicitly refuses to regard as actual working time.

The National Collective Agreement on Sport of 7 July 2005 contains the same definition:

“Actual working time, forming part of the collective or individual hours decided on by employers, shall be defined as the time during which employees are available to their employers and must comply with their instructions thus being unable to go freely about their personal business.

Where the criteria set in the first paragraph are met, actual working time shall include:

- the time needed to put on and take off any particular clothing that is required in the work setting;

¹¹⁸ Soc., 29 January 2020, No. 17-20.163.

- the time needed for the implementation of the activity and for the supervision and maintenance of equipment;
- journey times to travel from one place of activity to another during daily working hours for the same employer;
- meal and break times where the employee remains at the employer's disposal in the workplace".

In its special provisions on professional sport, the Collective Agreement on Sport sets out a non-exhaustive list of examples of actual working time completed by a sports professional. It includes time given over to competitions, training, journeys, collective meals, participation in promotional and commercial activities, bodybuilding and more generally, to keeping in physical shape and appointments with medical staff.¹¹⁹

The Court of Cassation decided to interpret Articles L. 3121-1 and L. 3121-4 of the Labour Code in the light of Directive 2003/88/EC of the European Parliament and of the Council of 4 November 2003 to mean that "where time for journeys made by an employee between their homes and the premises of their first and last customers meet the definition of actual working time set out in Article L. 3121-1 of the Labour Code, these times do not fall within the scope of Article L. 3121-4 of the Labour Code".¹²⁰

The implication is that the Court of Cassation accepts that journey time can amount to actual working time if it meets the definition in Article L. 3121-1 of the Labour Code.

In this respect, Article L. 3121-1 of the Labour Code establishes three cumulative criteria for time to qualify as actual working time: (i) the employee must be at the employer's disposal; (ii) the employee must be following the employer's instructions; (iii) the employee is not able to go freely about their personal business.¹²¹

As a result, if, during a journey, an employee is at the employer's disposal, follows his or her instructions and cannot go freely about their personal business, the time spent on this journey must be equated with actual working time.¹²²

¹¹⁹ National Collective Agreement on Sport, Article 12.7.1.2.

¹²⁰ Soc., 23 November 2022, No. 20-21.924.

¹²¹ Soc., 5 May 2010, No. 08-44.895.

¹²² Soc., 13 March 2024, No. 22-11.708.

Simply being at an employer's "disposal" and following his or her instructions is enough for time to be actual working time without any need to confirm that any activity strictly speaking is actually being performed during this period.

It was found for instance that "a lorry driver ordered by his employer to sleep in his vehicle when on journeys was at the permanent disposal of the company during the night in the capacity of a vehicle guard" meaning that this guard duty amounted to actual working time.¹²³ Similarly, being on duty day and night to answer emergency telephone calls,¹²⁴ and times spent waiting for an event or a task in the workplace, company premises or outside have been equated in court to actual working time.¹²⁵

This leads to the conclusion that, where salaried sports professionals are concerned, calculations of working time should include "not only time spent in training, matches and meetings, which can be easily identified, but also more diffuse periods of time given over to medical care, journeys and public relations activities imposed by the club".¹²⁶

3) Violation of Article 2 of the Charter

XVI. Article 2 of the Charter grants workers rights relating to matters including working hours and rest times.

It provides as follows:

"Article 2 – The right to just conditions of work

With a view to ensuring the effective exercise of the right to just conditions of work, the Parties undertake:

1 to provide for reasonable daily and weekly working hours, the working week to be progressively reduced to the extent that the increase of productivity and other relevant factors permit;

2 to provide for public holidays with pay;

¹²³ Soc., 22 May 2001, No. 99-42.055.

¹²⁴ Soc., 9 November 2010, No. 08-40.535.

¹²⁵ Soc., 6 April 1999, No 97-40.058.

¹²⁶ F. Lagarde, *Répertoire de droit du travail*, Dalloz, Sport, No. 49.

- 3 to provide for a minimum of four weeks' annual holiday with pay;
- 4 to eliminate risks in inherently dangerous or unhealthy occupations, and where it has not yet been possible to eliminate or reduce sufficiently these risks, to provide for either a reduction of working hours or additional paid holidays for workers engaged in such occupations;
- 5 to ensure a weekly rest period which shall, as far as possible, coincide with the day recognised by tradition or custom in the country or region concerned as a day of rest;
- 6 to ensure that workers are informed in written form, as soon as possible, and in any event not later than two months after the date of commencing their employment, of the essential aspects of the contract or employment relationship;
- 7 to ensure that workers performing night work benefit from measures which take account of the special nature of the work".

For the concept of actual working time, the ECSR uses a similar definition to that deriving from Directive 2003/88/EC of the European Parliament and of the Council of 4 November 2003, on which the Court of Cassation bases itself.

As a result, it has considered that equating on-call periods to rest periods constitutes a breach of Article 2§1 of the Charter because during such on-call periods, employees were required to remain at their employer's disposal, preventing them from pursuing activities "of their own choosing".

It also found a violation of Article 2§5 because such on-call periods could take place during the day of the week regarded as a rest day.¹²⁷

Accordingly, as in EU and domestic law, working time, within the meaning of the Charter, simply supposes that employees will be at their employer's disposal, preventing them from going about their personal business, and does not imply that they must engage in any particular activity during this period.

On the subject of maximum working hours, the ECSR has established the principle that, to comply with the Charter, legislation or regulations on

¹²⁷ ECSR, 23 June 2010, *CGT v. France*, No. 55/2009

working hours must meet three criteria: (i) prevent daily or weekly working hours from being unreasonable; (ii) be laid down in a legal framework providing for adequate safeguards; (iii) provide for reference periods of a reasonable duration for the calculation of average working time.¹²⁸

The ECSR has not defined what reasonable working hours are, meaning that it assesses this on a case-by-case basis.¹²⁹

It has however identified certain specific circumstances which may be at variance with the guarantees provided for in Article 2 of the Charter. For instance, it has held that daily working hours may not on any account exceed sixteen hours (save in exceptional circumstances), even if weekly working hours are reduced to offset this.¹³⁰

Likewise, having pointed out that “the provisions of the Charter on working time are intended to protect workers’ safety and health in an effective manner” and that “every worker must receive rest periods adequate for recovering from the fatigue caused by their work”, it has found that “weekly working time of more than sixty hours is too long to be considered as reasonable under Article 2§1”.¹³¹

¹²⁸ ECSR, 23 March 2017, *GSEE v. Greece*, No. 111/2014

¹²⁹ Digest of the case law of the European Committee of Social Rights, p. 57.

¹³⁰ *Idem*.

¹³¹ ECSR, 12 October 2015, *CGIL v Italy*, No. 91/2013

It has added that the right to a weekly rest period may be carried over to the following week, “it being understood that twelve consecutive working days before entitlement to two days of rest are a maximum”.¹³²

The ECSR has also stated that the weekly rest period may not be replaced by compensation, and that employees may not waive their entitlement to it.¹³³

It is for states to provide for minimum safeguards for employees with regard to working hours. These must apply to all employees. Excluding any category of worker from the protection afforded by the law against unreasonable working hours is a ground of non-conformity.¹³⁴

The existence of a “regulatory vacuum”,¹³⁵ i.e. the absence of any rules setting maximum weekly working hours and a minimum weekly rest period, and the lack of a detailed legal framework setting the limits for collective and individual negotiations will mean that there are insufficient safeguards to meet the requirements of Article 2§1.¹³⁶

However, it is not enough for states simply to introduce regulations setting maximum working hours and minimum rest periods for them to meet the obligations laid down by Article 2 of the Charter.

The Committee does not merely assess theoretically whether a specific national provision complies with a specific guaranteed right. Its assessment “ranges from principles to rights, and not just to rights contained in positive national law but to tangible rights because its examinations of the situations presented to it relate not just to the constitutional, legislative and regulatory texts in force in the states concerned but also to their practice”.¹³⁷ The ECSR is not just interested in legal texts. Its monitoring work also covers practices within the state concerned. Its aim is to “protect rights that are not theoretical or illusory but practical and effective”.¹³⁸

¹³² 2022 activity report, p. 31

¹³³ Digest of the case law of the European Committee of Social Rights, p. 61.

¹³⁴ Digest of the case law of the European Committee of Social Rights, p. 58.

¹³⁵ ECSR, 12 September 2023, *Union syndicale solidaire SDIS v. France*, No. 193/2020

¹³⁶ ECSR, 23 March 2017, *GSEE v. Greece*, No. 111/2014

¹³⁷ J.-M. Belorgey, *La charte sociale du Conseil de l'Europe et son organe de régulation: le Comité européen des droits sociaux*, RDSS 2007, p. 226

¹³⁸ J.-P. Marguénaud, *La première décision du Comité européen des droits sociaux: de l'audace, déjà de l'audace à propos du travail familial des enfants*, RTD civ. 2000, p. 937

In its decision on *CGIL v. Italy*,¹³⁹ it explicitly stated that conformity with the Charter “cannot be ensured solely by the operation of legislation if this is not effectively applied and rigorously supervised”.

In this respect, the ECSR finds a violation of a right guaranteed by the Charter where measures taken by the State Party to make this right effective are insufficient.¹⁴⁰ The same applies where a state has “failed to adopt effective measures” to guarantee a right¹⁴¹ or where any legislative or regulatory amendments made are not enough to protect the right in practice.¹⁴²

Consequently, the collective complaint may be heard despite the existence of national legislation designed to guarantee reasonable weekly working hours and a reasonable weekly rest period where in practice this guarantee is not secured.

XVII. In the present case, while the combination of domestic and EU law seems to offer employees sufficient safeguards with regard to working hours and rest times, in practice, professional footballers are deprived of the guarantees enshrined in Article 2 of the Charter.

a) The overall organisation of the schedule

XVIII. It is worth beginning with a reminder of how the various competitions are divided up between the governing bodies:

Bodies	Main competitions (Clubs)	Main competitions (Nations)
LFP	Ligue 1, Ligue 2, Coupe de France, Trophée des Champions	
UEFA	Champions League, Europa League, Conference League, European Super Cup	Euros, Nations League
FIFA	Club World Cup, Intercontinental Cup	World Cup

¹³⁹ ECSR, 12 October 2015, *CGIL v. Italy*, No. 91/2013

¹⁴⁰ ECSR, 12 September 2023, *Union syndicale solidaire SDIS v. France*, No. 193/2020

¹⁴¹ ECSR, 19 October 2022, *European Disability Forum (EDF) and Inclusion Europe v. France*, No. 168/2018

¹⁴² ECSR, 4 July 2023, *ASPP/PSP v. Portugal*, No. 179/2019

Bodies	Main competitions (Clubs)	Main competitions (Nations)
CONMEBOL		Copa América
CAF		Africa Cup of Nations
AFC		AFC Asian Cup
CONCACAF		Gold Cup

There is therefore no single body which manages the schedule for all the competitions. The schedule is divided up between the various governing bodies, with the following order of priority: firstly, FIFA draws up the international schedule, secondly UEFA and the other continental federations draw up the schedule for continental matches, then, lastly, the LFP takes the remaining dates to draw up the schedule for domestic matches.

Accordingly, every year, the LFP adopts the official schedule for matches in Ligue 1, Ligue 2, the Coupe de France and the Trophée des champions only after FIFA and UEFA have announced the dates of their international and European competitions.

For an example of the schedule adopted by the LFP, we can refer to that for the 2023-2024 season, which was a season during which international competitions were held.¹⁴³

¹⁴³ During this period, the European Football Championships and the Copa America were held (from mid-June to mid-July) along with the Africa Cup of Nations and the AFC Asian Cup (from mid-January to mid-February), although neither figure on this schedule.

CALENDRIER GÉNÉRAL DES COMPÉTITIONS 2023/2024



JUILLET	AOÛT	SEPTEMBRE	OCTOBRE	NOVEMBRE	DÉCEMBRE	JANVIER	FÉVRIER	MARS	AVRIL	MAI	JUIN
S 1 D 2 L 3 M 4 M 5 J 6 V 7 S 8 D 9 L 10 M 11 M 12 J 13 V 14 S 15 L 16 M 17 M 18 J 19 V 20 S 21 D 22 L 23 M 24 M 25 J 26 V 27 S 28 D 29 L 30 M 31	M 1 D 2 L 3 M 4 M 5 J 6 V 7 S 8 D 9 L 10 M 11 M 12 J 13 V 14 S 15 L 16 M 17 M 18 J 19 V 20 S 21 D 22 L 23 M 24 M 25 J 26 V 27 S 28 D 29 L 30 M 31	M 1 D 2 L 3 M 4 M 5 J 6 V 7 S 8 D 9 L 10 M 11 M 12 J 13 V 14 S 15 L 16 M 17 M 18 J 19 V 20 S 21 D 22 L 23 M 24 M 25 J 26 V 27 S 28 D 29 L 30 M 31	M 1 D 2 L 3 M 4 M 5 J 6 V 7 S 8 D 9 L 10 M 11 M 12 J 13 V 14 S 15 L 16 M 17 M 18 J 19 V 20 S 21 D 22 L 23 M 24 M 25 J 26 V 27 S 28 D 29 L 30 M 31	M 1 D 2 L 3 M 4 M 5 J 6 V 7 S 8 D 9 L 10 M 11 M 12 J 13 V 14 S 15 L 16 M 17 M 18 J 19 V 20 S 21 D 22 L 23 M 24 M 25 J 26 V 27 S 28 D 29 L 30 M 31	M 1 D 2 L 3 M 4 M 5 J 6 V 7 S 8 D 9 L 10 M 11 M 12 J 13 V 14 S 15 L 16 M 17 M 18 J 19 V 20 S 21 D 22 L 23 M 24 M 25 J 26 V 27 S 28 D 29 L 30 M 31	M 1 D 2 L 3 M 4 M 5 J 6 V 7 S 8 D 9 L 10 M 11 M 12 J 13 V 14 S 15 L 16 M 17 M 18 J 19 V 20 S 21 D 22 L 23 M 24 M 25 J 26 V 27 S 28 D 29 L 30 M 31	M 1 D 2 L 3 M 4 M 5 J 6 V 7 S 8 D 9 L 10 M 11 M 12 J 13 V 14 S 15 L 16 M 17 M 18 J 19 V 20 S 21 D 22 L 23 M 24 M 25 J 26 V 27 S 28 D 29 L 30 M 31	M 1 D 2 L 3 M 4 M 5 J 6 V 7 S 8 D 9 L 10 M 11 M 12 J 13 V 14 S 15 L 16 M 17 M 18 J 19 V 20 S 21 D 22 L 23 M 24 M 25 J 26 V 27 S 28 D 29 L 30 M 31	M 1 D 2 L 3 M 4 M 5 J 6 V 7 S 8 D 9 L 10 M 11 M 12 J 13 V 14 S 15 L 16 M 17 M 18 J 19 V 20 S 21 D 22 L 23 M 24 M 25 J 26 V 27 S 28 D 29 L 30 M 31	M 1 D 2 L 3 M 4 M 5 J 6 V 7 S 8 D 9 L 10 M 11 M 12 J 13 V 14 S 15 L 16 M 17 M 18 J 19 V 20 S 21 D 22 L 23 M 24 M 25 J 26 V 27 S 28 D 29 L 30 M 31	

LIQUE 1 UBER EATS - 10 CLUBS

LIQUE 2 BKT - 20 CLUBS

BARRAGES LIQUE 1 UBER EATS

PLAY-OFFS LIQUE 2 BKT

TRÈVE DE NOËL

UEFA LIQUE DES CHAMPIONS

UEFA LIQUE EUROPA

UEFA CONFERENCE LIQUE EUROPA

COUPE DE FRANCE

SUPER COUPE

PÉRIODE MATCHS INTERNATIONAL

UEFA EURO 2024

COUPE DU MONDE DES CLUBS

There is a need to scrutinise this schedule and explain what impact it has on the working lives of professional footballers.

The approach we shall adopt to describing the schedule in detail is a chronological one, following the different stages of the season.

Daily club training sessions start again in the first week of July.¹⁴⁴

Every year, clubs hold a tournament abroad during the summer pre-season preparation period. For instance, although Paris Saint-Germain withdrew from their planned summer tour of China in July 2024 because of fixture congestion, they have conducted some of their preparation abroad since 2012, mostly in Asia, with the aim of promoting the club.¹⁴⁵

¹⁴⁴ <https://www.ouest-france.fr/sport/football/ligue-1/ligue-1-toutes-les-dates-de-reprise-club-par-club-c0396cf8-1429-11ee-ae57-25b1d1d54a03>

¹⁴⁵ *L'Équipe*, 20 June 2024: <https://www.lequipe.fr/Football/Actualites/Le-psg-renonce-a-sa-tournee-d-ete-en-chine/1476245>

These international summer tours have become a routine practice for clubs. For example, in summer 2023, Paris Saint-Germain toured Japan for a week, Lyon spent ten days preparing for the season in the Netherlands, Toulouse was in Austria and Marseille in Germany.¹⁴⁶ In summer 2024, Monaco went on a one-week tour to Austria, Reims was in Japan for two weeks, Lens in the Netherlands for five days and Lille in Germany for four days.¹⁴⁷

During these tours, clubs obviously hold training sessions and play friendly matches. However, they are also an opportunity for them to engage in commercial and marketing activities to promote their image abroad, attract sponsors and gain extra income.^{148 149 150} For example PSG's tour of Japan in summer 2023 earnt the club €20 million.¹⁵¹

In France, Ligue 1 and Ligue 2 games start in mid-August and finish in mid-May.¹⁵² This is followed by four play-off matches, the last of which takes place at the end of May.¹⁵³

The leagues each comprise 18 teams, meaning that each team plays 34 matches (not including play-offs), 17 at home and 17 away. Each away fixture gives rise to journeys which vary in length and, depending on the time of the match,¹⁵⁴ may involve returning home at night. For example, when Paris Saint-Germain play in Marseille, the players arrive back at the airport in Paris at three in the morning.^{155 156}

¹⁴⁶ <https://lepetitjournal.com/expat-mag/culture/clubs-football-francais-tournee-ete-etranger-365628>

¹⁴⁷ *Le Figaro*, 4 July 2024: <https://www.lefigaro.fr/sports/football/ligue-1/vacances-stages-reprises-de-l-entrainement-ou-en-sont-les-clubs-de-ligue-1-20240704>

¹⁴⁸ *RMC Sport*, 18 July 2022: https://rmcsport.bfmtv.com/football/ligue-1/ligue-1-la-journee-intense-du-psg-entre-operations-marketing-et-entrainement-devant-15-000-personnes_AV-202207180322.html

¹⁴⁹ *Le Parisien*, 29 July 2022: <https://www.leparisien.fr/sports/football/psg/tournee-du-psg-au-japon-apres-les-obligations-marketing-place-au-jeu-et-au-plaisir-face-au-kawasaki-frontale-19-07-2022-3N72HEOPHRHDZB2VLSVHYB4K2U.php>

¹⁵⁰ *L'Équipe*, 21 July 2024: https://www.lequipe.fr/Football/Article/Reims-les-dessous-d-une-etonnante-tournee-au-japon/1483885?utm_source=chatgpt.com

¹⁵¹ *L'Équipe*, 17 July 2023: <https://www.lequipe.fr/Football/Actualites/La-tournee-du-psg-au-japon-va-rapporter-gros/1408681>

¹⁵² The 2024-2025 Ligue 1 season started on 16 August 2024 and was due to end on 18 May 2025, while the first day of the 2023-2024 season was 11 August 2023 and the last 18 May 2024.

¹⁵³ <https://www.lfp.fr/article/ligue-2-bkt-calendrier-de-la-saison-2024-2025>

¹⁵⁴ The latest kick-offs are at 9 pm.

¹⁵⁵ *Bfmtv*, 23 October 2017: https://www.bfmtv.com/societe/3h-du-matin-les-joueurs-du-psg-accueillis-par-les-fumigenes-des-supporters-apres-le-clasico-a-Marseille_VN-201710230088.html

¹⁵⁶ *Foot mercato*, 28 October 2024: <https://www.footmercato.net/a8595382699274103601-video-psg-lincroyable-accueil-reserve-aux-joueurs-parisiens>

Added to this are the Coupe de France matches. Since Ligue 1 clubs enter the competition in the round of 64, a successful run to the final adds six matches to the schedule, all of which can entail away trips.¹⁵⁷

For example, during the 2023-2024 season, Lyon made three away trips for Coupe de France matches:¹⁵⁸

- to Pontarlier, on 7 January 2024;
- to Bergerac, on 19 January 2024;
- to Saint-Denis, for the final on 25 May 2024.¹⁵⁹

Similarly, during the 2022-2023 season, Toulouse made three away trips for Coupe de France matches:¹⁶⁰

- to Lannion, on 8 January 2023;
- to Annecy, on 1 March 2023;
- to Saint-Denis, for the final on 6 April 2023.

For any club which qualifies for a European competition (UEFA Champions League, Europa League or Conference League), the number of matches in the season increases drastically.

Before the 2024-2025 season, the three European competitions were already preceded by qualifying rounds. Depending on their ranking in the French Championship the previous season, clubs could be called on to play two preliminary rounds, involving four matches.

Each of the three competitions were then organised into a group phase disputed by four teams in each group, entailing six matches (three at home and three away). The knockout phase of the Champions League then consisted of four rounds, entailing seven matches.¹⁶¹

The Europa League and the Conference League also included a play-off match before the knockout phase, which was disputed by the teams which had finished third in their group in the higher-ranking competition. This meant that after the group phase, these competitions could involve another nine matches.

¹⁵⁷ As the fixtures are established through a draw.

¹⁵⁸ https://www.transfermarkt.fr/olympique-lyon/spielplan/verein/1041/saison_id/2023

¹⁵⁹ The Coupe de France final takes place every year at the Stade de France, in Saint Denis.

¹⁶⁰ https://www.transfermarkt.fr/coupe-de-france/startseite/pokalwettbewerb/FRC?saison_id=2022

¹⁶¹ Home and away matches in the round of 16, the quarter finals and the semi-finals, and a single match for the final.

In total, a French club playing in the preliminary rounds of the Champions League (4 matches), finishing 3rd after the group phase (6 matches) and then, having been transferred to the Europa League, ending up in the final (9 matches) would have had to play 19 matches in Europe.

These European competitions result in regular away trips, all over Europe.

For example, over the 2023-2024 season, Paris-Saint-Germain played 12 Champions League matches, six of which were away games:¹⁶²

- in Newcastle, on 4 October 2023;
- in Milan, on 7 November 2023;
- in Dortmund, on 13 December 2023;
- in San-Sebastian, on 5 March 2024;
- in Barcelona, on 16 April 2024;
- in Dortmund, on 1 May 2024.

During the same season, Marseille's European campaign added 16 matches to the schedule. Having played two qualifying matches for the Champions League, including an away match in Athens, Marseille played 14 Europa League matches, travelling to the following 7 away matches:¹⁶³

- to Amsterdam, on 21 September 2023;
- to Athens, on 9 November 2023;
- to Brighton, on 14 December 2023;
- to Hamburg, to play Shakhtar Donetsk, on 15 February 2024;
- to Villareal, on 14 March 2024;
- to Lisbon, on 11 April 2024;
- to Bergamo, on 9 May 2024.

Over the 2021/2022 season, Marseille played 6 Europa League matches and 8 Conference League matches, including the following away trips:¹⁶⁴

- to Moscow, on 16 September 2021;
- to Rome, on 21 October 2021;
- to Istanbul, on 25 November 2021;
- to Karabakh, on 24 February 2022;
- to Basle, on 17 March 2022;
- to Thessaloniki, on 14 April 2022;
- to Rotterdam, on 28 April 2022.

¹⁶² https://www.transfermarkt.co.uk/fc-paris-saint-germain/spielplan/verein/583/saison_id/2023

¹⁶³ https://www.transfermarkt.co.uk/olympique-Marseille/spielplan/verein/244/saison_id/2023

¹⁶⁴ https://www.transfermarkt.co.uk/olympique-de-Marseille/spielplan/verein/244/plus/0?saison_id=2021

These journeys always take place on the morning of the day before the match so that the team can hold a training session in the stadium where the match is to be held.

For instance, on 10 March 2025, photos were published on the Paris Saint-Germain website of the team's trip to and training session in Liverpool, whereas the match took place on 11 March 2025.¹⁶⁵ Likewise on 28 January 2025, Paris Saint-Germain published photos on its site of its trip to and training session in Stuttgart prior to the match on 29 January 2025.¹⁶⁶ And finally, on 9 December 2024, it published similar photos from Salzburg, prior to its match on 10 December 2024.¹⁶⁷

This is by no means an exhaustive list, and Paris Saint-Germain is not the only team to do this.

For instance, on 9 May 2024, Marseille published photos on its website of its training session at Bergamo, which took place on the eve of the match with Atalanta.¹⁶⁸ At 7.11 on 10 April 2024, Marseille published photos of its training session at the Estadio da Luz in Lisbon, where it was due to play Benfica on 11 April 2024.¹⁶⁹

It is also worth noting that Lyon made the journey for their match on 6 March 2025 with Steaua Bucarest on 5 March 2025.¹⁷⁰ Similarly, for their match with Sparta Prague on 6 November 2024, Brest travelled the previous day, on 5 November 2024.¹⁷¹

The return journeys from these away matches take place in the middle of the night. For instance, after their trip to Manchester for a match on 17 April 2025, the players at Lyon returned the next day, at four in the morning.¹⁷²

¹⁶⁵ <https://www.psg.fr/equipes/equipe-premiere/content/diaporama-de-paris-a-liverpool-derniere-journee-de-preparation-2024-2025-champions-league-uefa#showGallery>

¹⁶⁶ <https://www.psg.fr/equipes/equipe-premiere/content/diaporama-les-premiers-pas-a-stuttgart-de-nos-parisiens>

¹⁶⁷ <https://www.psg.fr/equipes/equipe-premiere/content/les-plus-belles-photos-du-deplacement-a-salzburg-fc-salzburg-paris-saint-gerMayn-ucl-20242025>

¹⁶⁸ <https://www.om.fr/fr/diaporama/4803/equipe-1ere/88376-seance-bergame-avant-atalanta-om>

¹⁶⁹ <https://www.om.fr/fr/diaporama/4803/equipe-1ere/87252-seance-lestadio-da-luz>

¹⁷⁰ *Le Progrès*, 4 March 2025: <https://www.leprogres.fr/sport/2025/03/04/comment-l-ol-a-organise-son-deplacement-a-bucarest>

¹⁷¹ <https://www.sb29.bzh/04-11-24-le-programme-de-la-semaine.php>

¹⁷² *L'Équipe*, 18 April 2025: <https://www.lequipe.fr/Football/Article/Silence-dans-le-vestiaire-discours-mobilisateur-de-fonseca-et-message-whatsapp-nocturne-de-cherki-les-instants-apres-le-desastre-de-l-ol-a-manchester/1555376>

Likewise, last year, having knocked out Barcelona, PSG's players arrived at Roissy airport at four in the morning.¹⁷³

It is quite clear therefore that all journeys by French clubs for European matches take place on the morning of the day before the match, with the return journey during the night following the match, resulting in at least 36 hours away from home.

In addition, since 2009, the Trophée des champions, in which the Coupe de France winner plays the Ligue 1 champion, is played abroad, so as to promote the French Championship.

These journeys are often long (to China, Canada, etc.),¹⁷⁴ meaning that teams must arrive several days before the match. For instance, for the Trophée des Champions match for 2024, which was played in Doha on 5 January 2025, Paris Saint-Germain travelled to Qatar on 2 January 2025, three days before the game.¹⁷⁵ The return journey took place the day after the match, on 6 January 2025 and Monaco did the same.¹⁷⁶ This means that to play for the Trophée des champions, the players from PSG and Monaco stayed in Qatar for four full days.

During the season, professional footballers are also called up by their national teams to play qualifying matches for the World Cup or continental competitions.

For the 2024/2025 season, the international windows were on the following dates:¹⁷⁷

- 2-10 September 2024;
- 7-15 October 2024;
- 11-19 November 2024;
- 17-25 March 2025;
- 2-10 June 2025.

For the 2023/2024 season they were as follows:

¹⁷³ *Le Parisien*, 17 April 2024: <https://www.leparisien.fr/sports/football/ligue-des-champions/apres-la-qualification-face-au-barca-les-joueurs-du-psg-accueillis-a-roissy-par-leurs-supporters-a-4h-du-matin-17-04-2024-3ZDWRB3BNNDWNF6QGR7OCVS53Y.php>

¹⁷⁴ 2009: Montreal; 2010: Radès; 2011: Tangier; 2012: Harrison; 2013: Libreville; 2014: Beijing; 2015: Montreal; 2016: Klagenfurt; 2017: Tangier; 2018 and 2019: Shenzhen; 2021 and 2022: Tel-Aviv; 2024: Doha.

¹⁷⁵ <https://www.psg.fr/equipes/equipe-premiere/content/diaporama-premier-entrainement-de-lannee-avant-de-senvoler-pour-doha-2025-qatar-winter-tour-psg>

¹⁷⁶ <https://www.asmonaco.com/as-monaco-tv/la-preparation-des-rouge-et-blanc-a-doha-avant-le-trophee-des-champions/>

¹⁷⁷ <https://www.fff.fr/article/11632-le-calendrier-general-2024-2025-valide.html>

- 4-12 September 2023;
- 9-17 October 2023;
- 13-21 November 2023;
- 18-26 March 2024.¹⁷⁸

Annexe 1 to the FIFA Regulations on the Status and Transfer of Players, states expressly that these windows should last nine days:

“An international window is defined as a period of nine days starting on a Monday morning and ending on Tuesday night the following week (subject to the temporary exceptions below), which is reserved for representative teams’ activities. During any international window a maximum of two matches may be played by each representative team (subject to the temporary exceptions below), irrespective of whether these matches are qualifying matches for an international tournament or friendlies. The pertinent matches can be scheduled any day as from Wednesday during the international window, provided that a minimum of two full calendar days are left between two matches (e.g. Thursday/Sunday or Saturday/Tuesday)”.¹⁷⁹

Players are made available for national teams by their clubs for the whole duration of these international windows. From the beginning to the end, they are required to live in national team facilities, far from their homes and families.

Accordingly, Annexe 1 to the FIFA Regulations on the Status and Transfer of Players provides that players should join their national teams “no later than Monday morning” and leave them at the latest one or two days after the end of the window:

“For international windows, players must be released and start the travel to join their representative team no later than Monday morning and must start the travel back to their club no later than the next Wednesday morning following the end of the international window. For a final competition in the sense of paragraphs 2 and 3 above, players must be released and start the travel to their representative team no later than Monday morning the week preceding the week when the relevant final competition starts and must be released by the association in the morning of the day after the last match of their team in the tournament.

...

¹⁷⁸ <https://www.fff.fr/article/8464-le-calendrier-general-2023-2024-adopte.html>

¹⁷⁹ FIFA Regulations on the Status and Transfer of Players, Annexe 1, Article 4.

Players complying with a call-up from their association under the terms of this article shall resume duty with their clubs no later than 24 hours after the end of the period for which they had to be released. This period shall be extended to 48 hours if the representative teams' activities concerned took place in a different confederation to the one in which the player's club is registered".¹⁸⁰

Accordingly, the members of the French national team meet in Clairefontaine on Monday morning, on the first day of the international window and are released nine days later. They attend daily training sessions and play two international matches per window,¹⁸¹ one of which may be abroad. For example, over the 2023/2024 season the French national team travelled to Dortmund for a match on 12 September 2023, to Amsterdam for a match on 13 October 2023 and to Athens for a match on 21 November 2023.

These international windows are even more problematic for non-European players.

Each is forced to make an initial journey to join their national team, travel within their continent to play matches then journey back to their club and their home.

For example, over the nine-day international window, Marquinhos, who is a Brazilian national, must travel to Rio to join the Brazil team, then make further journeys to other South American countries¹⁸² before returning to France. The Côte d'Ivoire international Wilfried Singo has to travel to Bingerville at the beginning of each international window and make other journeys all over Africa before returning to Monaco nine days later.¹⁸³ Lee Kang In, from South Korea, must travel to Seoul, journey throughout Asia, then return to Paris nine days later.¹⁸⁴

Professional footballers cannot ignore a call-up to their national team. Annexe 1 to the FIFA regulations referred to above provides for penalties for clubs and players trying to evade an international call-up.

¹⁸⁰ FIFA Regulations on the Status and Transfer of Players, Annexe 1, Articles 7 and 9.

¹⁸¹ <https://inside.fifa.com/fr/tournament-organisation/international-match-calendars>

¹⁸² During the 2024/2025 season, Brazil played away in Paraguay, Chile, Venezuela, Bolivia, Ecuador and Argentina: <https://www.footmercato.net/selection/bresil/calendrier>

¹⁸³ In 2024/2025, the Côte d'Ivoire team travelled to Chad, Sierra Leone, Zambia, Gabon, the Seychelles and Burundi: <https://www.footmercato.net/selection/cote-divoire/calendrier>

¹⁸⁴ In 2024/2025, the South Korea team travelled to Oman, Jordan, Kuwait and Iraq.

These nine-day assignments for international windows are longer during international tournaments.

The FIFA World Cup is held every four years.

This competition has a direct impact on all the footballers playing in France.

Many foreign nationals play in the French football championship. For instance in 2021/2022, 491 foreign nationals were playing in either Ligue 1, Ligue 2 or National 1. In 2022/2023, this figure came to 589 and in 2023/2024, to 574.

	2023/2024	2022/2023	2021/2022
Ligue 1	352	383	312
Ligue 2	177	185	162
National 1	45	21	17
Total	574	589	491

Source: LFP

All of these players are liable to take part in the World Cup with their national team.

It follows that all the clubs and players in Ligue 1, Ligue 2 and National 1 are affected by the excessive work burden resulting from the World Cup and its changed format.

Participation in these competitions entails a period at the disposal of the national team, with no guaranteed rest periods, long journey times (compounded by new formats, in which tournaments may take place in different countries) and daily training sessions throughout.

Prior to the next tournament, which is scheduled for 2026, the World Cup lasted four weeks in the period between seasons, from mid-June to mid-July.¹⁸⁵

There is also a period of preparation before the competition, which can take up to a month. For instance, before the World Cup in Russia in 2018, the French national team assembled in Clairefontaine on 23 May.

¹⁸⁵ The length has now been increased to five weeks because more teams will now be taking part in the World Cup from 2026 on, as will be seen below.

They played three friendly matches, on 23 May, 2 June and 9 June, then flew out on 10 June to Moscow.¹⁸⁶ They returned on the day after the final, which was on 15 July 2018.¹⁸⁷

This means that for the 2018 World Cup finals, France's players were away from their homes for two months, from 23 May to 15 July 2018.

This means that they joined the national team as soon as the season with their clubs had finished,¹⁸⁸ then returned home when their clubs' summer preparations for the next season had already started.

The European Football Championships (Euros) and the Copa America are also held every four years over four weeks during the same period.

For example, the 2024 Euros took place from 14 June to 14 July,¹⁸⁹ while the Copa America was held from 20 June to 14 July 2024.¹⁹⁰ In preparation for the 2024 Euros, the French national team gathered on 29 May 2024 and played two friendly matches, on 5 and 9 June 2024.¹⁹¹

And to prepare for the Copa America 2024, Marquinhos and his fellow Brazilian team members assembled during the first week of June and played two friendly matches, on 9 and 13 June 2024.¹⁹²

The AFC Asian Cup also takes place every four years over four weeks.

However, it is held in midwinter and the local club championships do not stop for it. The 2024 Asian Cup took place from 12 January to 10

¹⁸⁶ *Le Figaro*, 17 May 2018: <https://www.lefigaro.fr/sports/football/coupe-du-monde/russie-2018/actualites/comment-les-bleus-vont-preparer-leur-mondial-909480>

¹⁸⁷ *Le Monde*, 15 July 2018: https://www.lemonde.fr/mondial-2018/article/2018/07/15/la-france-est-championne-du-monde-apres-sa-victoire-contre-la-croatie-4-2_5331714_5193650.html

¹⁸⁸ It is also worth noting that Raphaël Varane's season was not even over on 23 May 2018, as he played in the final of the Champions League on 26 May 2018: <https://fr.uefa.com/uefachampionsleague/match/2021711--real-madrid-vs-liverpool/lineups/>

¹⁸⁹ https://www.eurosport.fr/football/euro-2024/2024/dates-lieux-horaires-le-calendrier-de-l-euro-2024_sto10191596/story.shtml

¹⁹⁰ *RMC Sport*, 20 June 2024: https://rmcsport.bfmtv.com/football/copa-america/copa-america-2024-favoris-calendrier-diffuseur-tout-savoir-sur-la-competition_AV-202406200775.html

¹⁹¹ *Eurosport*, 29 May 2024: https://www.eurosport.fr/football/euro-2024/2024/euro-2024-dates-darrivees-des-joueurs-matches-de-preparation-le-programme-de-lequipe-de-france_sto10165628/story.shtml

¹⁹² *L'Équipe*, 10 May 2024: <https://www.lequipe.fr/Football/Actualites/Copa-america-2024-le-bresil-sans-casemiro-et-neymar-Mays-avec-endrick/1466676>

February,¹⁹³ not including preparation time. This means that Asian internationals playing for a French club were away from their homes for more than a month.

The Africa Cup of Nations takes place every two years. Like the Asian Cup, it is held in midwinter. For example, the 2023 tournament took place from 13 January to 11 February 2024.¹⁹⁴

Therefore, not including preparation time, African internationals playing for French clubs are away from their homes for more than a month every two years.

The maximum number of matches played and journeys made by a professional footballer playing in Ligue 1, for his club and for his national team, can be summarised as follows (for the 2023/2024 season):

	Preseason	Trophée des champions	French championship	Coupe de France	UEFA European cup competitions	International window	International tournament
Maximum number of matches	7 ¹⁹⁵	1	36 ¹⁹⁶	6	19 ¹⁹⁷	10	10 ¹⁹⁸
Maximum number of away trips	1	1	18 ¹⁹⁹	6	10	10 ²⁰⁰	2
Total journey time	7 days	4 days	18 days ²⁰¹	6 days ²⁰²	20 days ²⁰³	40 days	53 days

In total, during one season, a professional footballer may be called on:

- to play 89 matches;
- to make 48 away trips;

¹⁹³ <https://www.eurosport.fr/football/coupe-d-asie/2024/calendrier-resultats.shtml>

¹⁹⁴ <https://www.lequipe.fr/Football/can/saison-2023/page-calendrier-resultats>

¹⁹⁵ See, for example, for Marseille: <https://lemeridional.com/index.php/2024/07/18/om-le-programme-complet-des-matches-amicaux/>; for Lyon: <https://www.ol.fr/fr/actualites/pre-saison-2024-2025-le-programme-de-nos-gones>; for Rennes: <https://www.staderennais.com/calendrier>; for Lille: <https://www.losc.fr/actualites/2024-06-27/le-programme-de-reprise-du-losc>

¹⁹⁶ Including the play-offs.

¹⁹⁷ Including the third preliminary round and the qualifying play-offs for each competition, each of which entail two matches (home and away), and the knockout play-off match for the Europa League and the Conference League.

¹⁹⁸ 3 friendly matches + 7 tournament matches

¹⁹⁹ Including the play-offs.

²⁰⁰ Including the trip to join the national team training centre and the trip to play an international match.

²⁰¹ Based on one day per journey.

²⁰² *idem*

²⁰³ Based on two days per journey.

- to spend 148 days away from home.

In addition, his season may begin on the first week of July and end in mid-July of the following year.

b) The increasing number of matches and away trips from the 2024/2025 season on

XIX. As outlined above, the old format of the FIFA Club World Cup has been renamed the Intercontinental Cup to make way for the establishment of a new competition under this name.

As a result, the 2024/2025 season will see the emergence of a new Club World Cup, to be held in the United States from 15 June to 13 July 2025, i.e. over a month.²⁰⁴ The tournament will involve 32 teams and comprise 63 matches.

A team which reaches the final will play seven matches in total.

Access to the Club World Cup is decided on according to the UEFA rankings. As a result, Chelsea, Manchester City, Bayern Munich, Paris Saint-Germain, Inter Milan, Porto, Benfica, Borussia Dortmund, Juventus and Atletico Madrid will take part in the 2025 tournament, in addition to Real Madrid, who won the Champions League in 2024.

This competition is due to take place every four years in the summer break between seasons. This means that as a result of this addition, footballers will have only one free summer every four years, whereas formerly they had one every two years:

- Year N: Club World Cup
- Year N+1: FIFA World Cup
- Year N+2: nothing
- Year N+3: European Championships and Copa America.

FIFA has also decided to expand the World Cup for national teams, thus making the 2026 finals “the biggest tournament ever organised”, with an

²⁰⁴ <https://www.fifa.com/en/tournaments/mens/club-world-cup/usa-2025/articles/teams-dates-venue-groups-draw-matches-tickets>

enlarged format involving 104 matches and 48 teams (i.e. 40 more matches and 16 more teams compared to the last two tournaments).²⁰⁵

It will take place between 11 June and 19 July 2026, in other words over five weeks²⁰⁶ instead of the usual four weeks (despite FIFA's previous assurances that it would not prolong the tournament).²⁰⁷ This will require teams to be present for 49 days, which is the longest period ever.

Like FIFA, UEFA also radically changed the format of its club competitions for the 2024/2025 season.

Firstly, each competition now involves 36 teams, as opposed to 32 previously.

Secondly, the traditional group phase with eight groups of four teams has been replaced by a single group, in which each team plays eight matches. The first eight teams qualify automatically for the last 16 while the clubs in 9th to 24th place must play a play-off over two legs.

The effect of these changes was to add two matches at least for all the players involved in these competitions, including one away match, and potentially two further matches for teams playing in the play-off phase of the Champions League.

For example, Paris Saint-Germain, Brest and Monaco each played ten matches before the last 16,²⁰⁸ when they would only have had to play six by the same stage under the old format.

²⁰⁵ The last two World Cups, in Qatar in 2022 and in Russia in 2018, consisted of 64 matches involving 32 teams: <https://www.fifa.com/en/tournaments/mens/worldcup/canadamexicousa2026/articles/match-schedule-fixtures-results-teams-stadiums>; see also FIFA, "The 2018 FIFA World Cup in numbers", available on: <https://inside.fifa.com/tournaments/mens/worldcup/2018russia/news/the-2018-fifa-world-cuptm-in->; FIFA, "FIFA World Cup Qatar 2022 in numbers", available on: <https://publications.fifa.com/en/annual-report-2022/tournaments-and-events/fifa-world-cup-qatar-2022/fifa-world-cup-qatar-2022-in-numbers/>; and FIFA, "How the FIFA World Cup 26™ will work with 48 teams", available on: <https://www.fifa.com/en/articles/article-fifa-world-cup-2026-mexico-canada-usa-new-format-tournament-football-soccer>
²⁰⁶ <https://www.fifa.com/en/tournaments/mens/worldcup/canadamexicousa2026/articles/match-schedule-fixtures-results-teams-stadiums>.

²⁰⁷ See, for example, BBC, "World Cup: Gianni Infantino defends tournament expansion to 48 teams", 10 January 2017: <https://www.bbc.com/sport/football/38577001>, in which the FIFA President stated: "We will play 32 days like now, we play maximum seven matches like now, 12 stadiums, like now ...".

²⁰⁸ As Lille qualified directly for the last 16, it played "only" eight matches, i.e. two more than under the previous format.

After the last 16, Paris Saint-Germain had already played 12 matches, including away games in the following six cities:²⁰⁹

- London, on 1 October 2024;
- Munich, on 26 November 2024 ;
- Salzburg, on 10 December 2024;
- Stuttgart, on 29 January 2025;
- Brest, on 11 February 2025;
- Liverpool, on 11 March 2025.

During the 2023/2024 season Paris Saint-Germain had played only eight matches by this stage of the competition.

Lille, who played the two preliminary rounds of the Champions League but qualified directly for the last 16 without passing through the play-offs, played 14 matches, including away matches in the following seven cities:²¹⁰

- Istanbul, on 13 August 2024;
- Prague, on 28 August 2024;
- Lisbon, on 17 September 2024;
- Madrid, on 23 October 2024;
- Bologna, on 27 November 2024;
- Liverpool, on 21 January 2025;
- Dortmund, on 4 March 2025.

In total, the changes to the schedule introduced by FIFA and UEFA have resulted in the addition of 11 matches for players involved in the Club World Cup and the Champions League, including two away matches during the season and one month-long period away between seasons.

For instance, Paris Saint-Germain, who reached the final of the Champions League having gone through the play-offs, played 17 European matches that season. If they reach the final of the Club World Cup, they will have played a total of 24 international and European matches, whereas the number of non-domestic matches for a team which had not won the previous Champions League²¹¹ could not have exceeded 13.

²⁰⁹ <https://www.leparisien.fr/sports/football/ligue-1/calendrier-psg/>

²¹⁰ <https://www.transfermarkt.fr/losc-lille/spielplan/verein/1082>

²¹¹ A team which had won the Champions League would also have had to play in the old Club World Cup, which has now been renamed the Intercontinental Cup, and in the UEFA Supercup.

In line with this trend of increasing numbers of matches, the LFP wants to transform the Trophée des Champions, which currently consists of only one match, into a small four-team tournament.²¹²

Discussions have also begun to introduce two-legged play-offs at the end of the championship to determine who is the champion of France, which would add at least two matches to the schedules of the clubs concerned.²¹³

The result therefore is that the number of matches and away trips for professional footballers, and hence their working hours, have been constantly increasing. Correspondingly, their rest time has also been steadily decreasing.

c) First complaint: professional footballers' abnormally long working hours (Article 2§1)

XX. Professional footballers' working hours cannot be boiled down to matches and training alone.

Besides matches and training, there are a number of circumstances in which they are required to remain at their club's or their national team's disposal and thus prevented from going freely about their personal business.

In particular, away trips made by footballers for their club or their national team constitute actual working time.

On away trips, footballers are required to remain on the premises provided for their team and are not allowed to go out freely. The only activities they are free to engage in must be carried out within this confined space and the only excursions are organised by the club or the national team.

²¹² *L'Équipe*, 6 January 2025: [https://www.lequipe.fr/Football/Actualites/Un-nouveau-trophee-des-champions-en-reflexion-pour-offrir-une-meilleure-visibilite-a-la-11/1530531#:~:text=Ce%20nouveau%20Trophée%20des%20champions,demi-finales%20et%20une%20finale;see also: https://www.footmercato.net/a4378183356829793006-la-lfp-veut-reformer-le-trophee-des-champions](https://www.lequipe.fr/Football/Actualites/Un-nouveau-trophee-des-champions-en-reflexion-pour-offrir-une-meilleure-visibilite-a-la-11/1530531#:~:text=Ce%20nouveau%20Trophée%20des%20champions,demi-finales%20et%20une%20finale;see%20also:https://www.footmercato.net/a4378183356829793006-la-lfp-veut-reformer-le-trophee-des-champions).

²¹³ *L'Équipe*, 13 May 2025: <https://www.lequipe.fr/Football/Actualites/Bientot-des-play-offs-pour-sacrer-le-champion-de-france-en-ligue-1/1561478>

Professional footballers are punished if they have a night out which has not been organised by the club.²¹⁴ There is no shortage of examples of players punished for this reason.²¹⁵

Moreover, even within this restricted setting, footballers' freedom is limited. They must comply with strict timetables imposed by management and take part in all the events that are organised such as training, recovery, gym and video sessions, appointments with doctors, group chats, walks, publicity or marketing events,²¹⁶ press conferences and meals.

Players who are the slightest minute late to a team meeting may be expected to pay a fine.²¹⁷

Players are not even free to go to a restaurant on their own. If they do so, they are systematically fined.²¹⁸ In many cases, simply being late to a team meal can result in a fine.²¹⁹

Players must take place in pre- and post-match press conferences after all games, whether in the French championship or cup or at European or international level.

At national level:

“> **Post-match press conferences**

- Post-match press conferences are open to all media outlets accredited by the UJSF [the French sports journalists' union].
- They must be held in a press room and start at the latest 30 minutes after the final whistle (FW+30').

²¹⁴ *RMC Sport*, 22 March 2018, https://rmcsport.bfmtv.com/football/equipe-de-france/que-sont-devenus-les-cinq-bleuets-sanctionnes-apres-une-viree-nocturne_AN-201803220225.html

²¹⁵ <https://www.ouest-france.fr/sport/football/equipe-republique-tcheque/euro-2024-trois-joueurs-tcheques-exclus-de-leur-selection-pour-une-viree-en-boite-de-nuit-3a8df0b8-86db-11ee-9611-92c86d4d078f>; <https://www.footmercato.net/a4095311963925825550-edon-zhegrova-expulse-du-rassemblement-du-kosovo>

²¹⁶ Players who refuse to take part in such events are fined: see, for example: <https://www.footmercato.net/a5163794183817790233-chelsea-la-liste-des-amendes-salees-imposees-par-frank-lampard-a-fuite>

²¹⁷ See, for example: https://www.eurosport.fr/football/mtn-elite-one/2019/apres-son-retard-a-la-causerie-lors-de-om-psg-mbappe-avait-bien-ete-sanctionne-financierement_sto7187064/story.shtml; <https://www.footmercato.net/a5163794183817790233-chelsea-la-liste-des-amendes-salees-imposees-par-frank-lampard-a-fuite>; <https://www.football365.fr/1000-euros-par-minute-de-retard-les-abus-de-xavi-denonces-10211691.html>

²¹⁸ *L'Equipe*, 2 September 2024: <https://www.lequipe.fr/Football/Article/Sanctionnes-par-bruno-genesisio-contre-le-psg-les-lillois-jonathan-david-thomas-meunier-et-remy-cabella-ont-ete-rappelles-a-l-ordre/1505391>

²¹⁹ <https://www.rtl.fr/sport/football/au-psg-des-amendes-de-5-000-euros-pour-les-joueurs-indisciplines-7776730656>

- The manager of each team must take part in the conference, along with at least one player per team.
- This player will be chosen by the club from a shortlist of three provided by the Media Manager at the UJSF's request. It will be for the person in charge of club interviews to alert the manager and the player in question and make them available, in agreement with the Media Manager.
- The request for clubs to be represented at press conferences shall be communicated by the UJSF representative to the Media Manager five minutes after the end of the match at the latest. Journalists are not authorised themselves to ask players, managers or referees to attend press conferences.

Unless otherwise agreed between the clubs, press conferences begin with interviews of representatives of the visiting club and end with interviews of representatives of the home club.”²²⁰

At European level:

“Each club must hold a pre-match press conference the day before the match. Each press conference must be attended by the head coach of the team and at least one player. If the head coach is suspended for the match, clubs have the option of making the assistant coach available for the pre-match press conference instead. The two press conferences must be arranged by the two clubs and UEFA together, so that the media can attend both. Press conferences must start between 12.00 and 20.00 local time. Exceptions to these timings must be agreed in advance with UEFA. Press conferences may be broadcast live regardless of location, and clubs must provide facilities for such live broadcasts, including cable routes and parking for TV vehicles”.²²¹

During the long gatherings to play in international tournaments (World Cup, European Championships, Copa America, Africa Cup of Nations, Asian Cup, Club World Cup), players are granted one or two days' free time at most.²²²

²²⁰ Media Charter - McDonald's Ligue 1, p. 27:

https://www.lfp.fr/assets/Charte_Media_2024_2025_930592599b.pdf

²²¹ Regulations of the UEFA Champions League, Article 79.04: <https://documents.uefa.com/r/Regulations-of-the-UEFA-Champions-League-2025/26/Article-79-Media-activities-on-the-day-before-the-match-Online>

²²² *RMC Sport*, 5 December 2022: https://rmcsport.bfmtv.com/football/coupe-du-monde/equipe-de-france-shopping-repos-en-famille-comment-les-bleus-s-occupent-pour-leur-journee-de-repos_AV-202212050481.html

This free time is however always at the discretion of the manager, who can decide, without asking the players' opinion, not to grant it.²²³

The result is that during away trips, professional footballers must remain continuously at their team's disposal and cannot go about their own business freely.

Consequently, the entire duration of trips away should be equated to working hours.

As we have seen, professional footballers may potentially go on 38 away trips with their club, which amounts to 59 full actual working days.

They may also make 12 away trips with their national team, amounting to 93 working days.

The constant actual work carried out by professional footballers during trips away results in breaches of the guarantees afforded by the Social Charter.

When they travel with their club to play in a European competition, these employees complete two full days of actual work, or 48 hours. Added to this are the daily training, recovery, gym and video sessions attended on other days of the week, which amount to at least another ten hours. Lastly comes the match time in the French Championship at the weekend, for which players may be obliged to travel again and work for up to a full day, or 24 hours.

Let us look at the example of the week of 4 November 2024 for players at Brest:²²⁴

- Monday 4 November: training session, amounting to at least **two hours** of actual work;
- Tuesday 5 November: morning departure for Prague;
- Wednesday 6 November: day in Prague, return journey during the night of Wednesday to Thursday, amounting to a trip away of about **48 hours**;
- Thursday 7 November: training session, amounting to at least **two hours** of actual work;

²²³ *L'Équipe*, 18 November 2018: <https://www.lequipe.fr/Football/Actualites/Didier-deschamps-n-a-pas-accorde-de-quartier-libre-aux-bleus-apres-la-defaite-aux-pays-bas/960151>

²²⁴ <https://www.sb29.bzh/04-11-24-le-programme-de-la-semaine.php>

- Friday 8 November: training session, amounting to at least **two hours** of actual work;
- Saturday 9 November: training session, amounting to at least **two hours** of actual work;
- Sunday 10 November: trip to Montpellier for a match at 5 p.m., an away trip of at least **12 hours**.

Consequently, not including the time spent by players at video or gym sessions, group chats, team meetings, appointments with the club doctor and press conferences, that week, Brest's players completed at least **68 hours of actual work**.

These figures increase exponentially when players gather with their clubs or national teams to take part in a tournament.

In such cases, players are constantly at the disposal of their club or team. This makes their actual working hours permanent, amounting to **168 hours** per week throughout the period for which they are gathered.²²⁵

It can also happen that during the season, clubs decide unilaterally to set up arrangements forcing players to remain available to their employer during periods other than the international window or away trips to play a match. For instance, after their defeat at Reims in March 2025, Marseille prevented its players from going home and forced them to sleep at the training centre.²²⁶ Some weeks later, the same club, organised a 3-week retreat in Rome to prepare for the end of the season, during which the players were not free to go about their own business and were prevented from seeing their families.²²⁷ These three weeks were punctuated only by the three Champions League the club played and not a single day of rest was granted to the players during this time.

It is clear that despite domestic and community law provisions, the guarantees granted to employees with regard to working hours are not complied with for all professional footballers. The French state is therefore falling short of its duty to make sure that the minimum safeguards afforded employees are properly applied.

²²⁵ Which can last up to two months.

²²⁶ *L'Équipe*, 1^{er} April 2025: <https://www.lequipe.fr/Football/Article/-a-eux-de-se-bouger-pour-ne-pas-tout-gacher-semaine-chargee-et-ambiance-pesante-pour-les-joueurs-de-l-om-apres-le-fiasco-a-reims/1550952>

²²⁷ *L'Équipe*, 20 April 2025: <https://www.lequipe.fr/Football/Article/-on-doit-travailler-sur-l-etat-d-esprit-l-union-pourquoi-l-om-se-met-au-vert-a-rome-pour-plusieurs-semaines/1555860>

Consequently, the working times of professional footballers are unreasonable and this constitutes a breach of Article 2§1 of the Charter.

*

d) Second complaint: the inadequacy of rest periods for professional footballers (Article 2§5)

XXI. These unreasonable working hours result in a corresponding lack of sufficient rest time for professional footballers.

If we take the example of Brest again, it is clear that during the week of 4 November 2024, the club's players did not have a rest day.

The following week was an international window and, as a result, on Monday 11 November 2024, the day after the trip to Montpellier, several of the team's players flew out to join their national teams for ten days: Kamory Doumbia travelled to Mali, Mama Baldé to Guinea-Bissau, Edi to Switzerland and Noah Jauny to Ireland.²²⁸

This means that between 4 November 2024 and 19 November 2024, these players did not have a single rest day.

This is a recurring situation, which affects all the players in teams taking part in European competitions or selected for their national teams.

During the week of 10 March 2025, Paris Saint-Germain granted its players only one rest day despite travelling to Liverpool for two days and playing a home match against Marseille at the end of the week.²²⁹

An international window began on 17 March 2025, meaning that most of the PSG team joined up with their national teams the day after the match with Marseille. This means that from 10 March 2025 to 25 March 2025, the players had only one rest day.

²²⁸ <https://www.sb29.bzh/21-11-24-internationaux.php>

²²⁹ <https://canal-supporters.com/le-programme-de-la-semaine-du-psg-120/>

Failure to grant minimum rest periods is not just a problem at clubs competing in non-domestic competitions. As we have seen, Marseille obliged its players to go on a retreat to Rome without granting them a single rest day.

This tendency worsens when teams gather at the end of the season to play in international or continental tournaments.

As noted above, during the entire preparation and competition period, players are granted only one or two days of free time, at the discretion of their managers. This means that for a 30-day tournament with at least 15 days' preparation, players are given only 24 to 48 hours' rest.

The result is that professional footballers are regularly deprived of any rest days, or are granted only one, over several weeks of actual work.

For example, over the 2023/2024, PSG midfielder Fabian Ruiz had only 52 rest days including leave whereas he should have had 76:

Analyse du temps de travail de la saison 2023/24 (2/2)

Les exigences de la saison d'un footballeur d'élite du 17 juillet 2023 au 15 juillet 2024 (365 jours)

Fabian Ruiz | PSG & Équipe nationale d'Espagne

ANALYSE DE LA SAISON 2023/24

Répartition des 365 jours entre le 17 juillet 2023 et le 15 juillet 2024

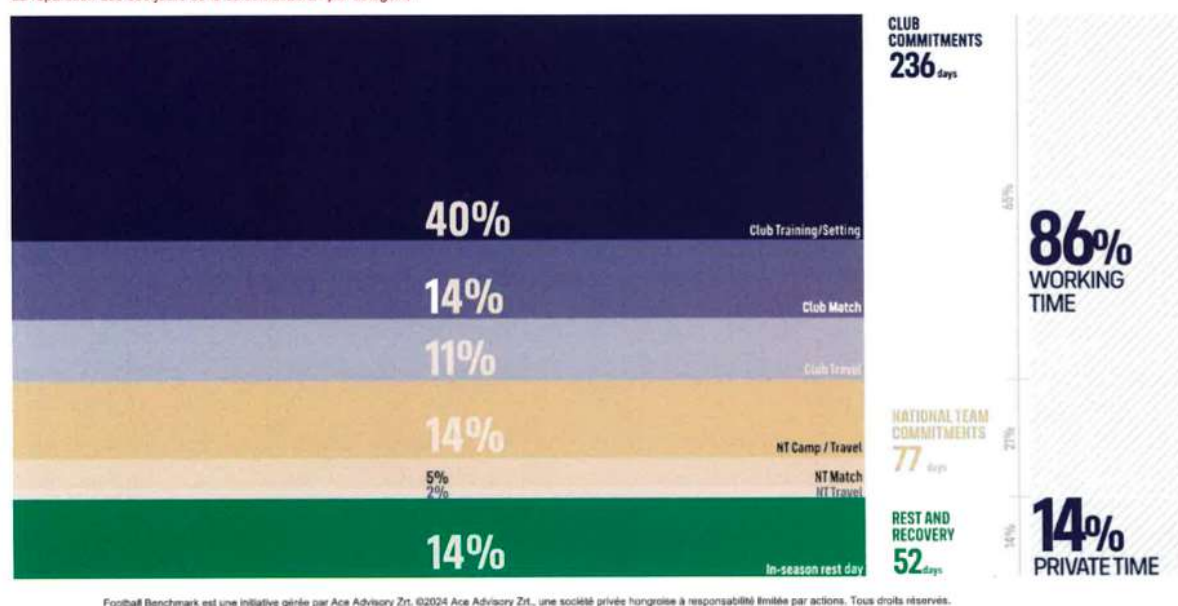
Joueur	Journées passées dans un cadre club	Club jours de match	Journées passées à voyager avec le club	Journées passées dans un contexte d'équipe nationale	Journées de match de l'équipe nationale	Journées passées à voyager avec l'équipe nationale	Repos en saison	Pause hors saison
Fabian Ruiz	147	49	40	52	17	8	52	-

313 jours ou 85,8 % de l'année passés en milieu de travail

52 jours ou 14,2 % de l'année consacrés au temps privé

This means that he spent about 86 % of the year in his workplace:

Fabián Ruiz (PSG et équipe nationale d'Espagne) a passé 86 % de l'année dans un environnement professionnel
La répartition des 365 jours de la saison 2023/24 par catégorie



Similarly, after winning the Champions League final on 31 May 2025, the PSG players returned from Germany the following day, on 1 June, to celebrate their victory with their supporters.²³⁰ The very next day, 2 June, they were called up by their national teams to play two international matches. They returned on 9 June and left the next day for the United States, where the Club World Cup was to be held from 15 June 2025 to 15 July 2025.

This means that PSG's players did not have a single rest day between (at least) 31 May and 15 July 2025.

The French state has not taken any measures to ensure compliance with the minimum guarantees for employees with regard to rest times.

Consequently, by failing to guarantee proper respect for the right to a weekly rest day or, at worst, to two consecutive days of rest after 12 days of actual work, the French state is in breach of Article 2§5 of the Charter.

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²³⁰ *L'Equipe*, 1 June 2025: <https://www.lequipe.fr/Football/Actualites/Parade-elysee-show-au-parc-des-princes-le-programme-complet-des-celebrations-du-psg-apres-sa-victoire-en-ligue-des-champions/1566682>

e) Third complaint: the inadequacy of annual paid leave (Article 2§3)

XXII. The Charter establishes the right of professional footballers to a minimum period of four weeks' paid leave per year.

The ECSR has stated that employees must be able to take at least two uninterrupted weeks of annual leave during the year in which they are due.²³¹

The right to four weeks' annual paid leave may not be replaced by compensation.

Nor may employees give up their annual leave.²³²

In addition, under the Professional Football Charter, all professional footballers are entitled to two and a half working days of leave per month, pursuant to Article L. 3141-1 et seq. of the Labour Code.

This leave must be taken during the following periods:

- a minimum of 18 consecutive working days between seasons;
- a minimum of 6 consecutive working days at the end of the calendar year;
- the remaining leave during the season.²³³

Yet, in practice, because of the continental or international tournaments held three summers in four, professional footballers are denied their right to a sufficient period of paid leave.

The Football Benchmark report includes a ranking of the players who had the least rest between seasons in 2021-2022 and 2022-2023.

²³¹ Digest of the case law of the European Committee of Social Rights, p. 59.

²³² *Idem.*

²³³ Professional Football Charter, Article 259.

This shows that some players had less than four weeks' rest over the course of the year and less than two uninterrupted weeks' rest during the summer:

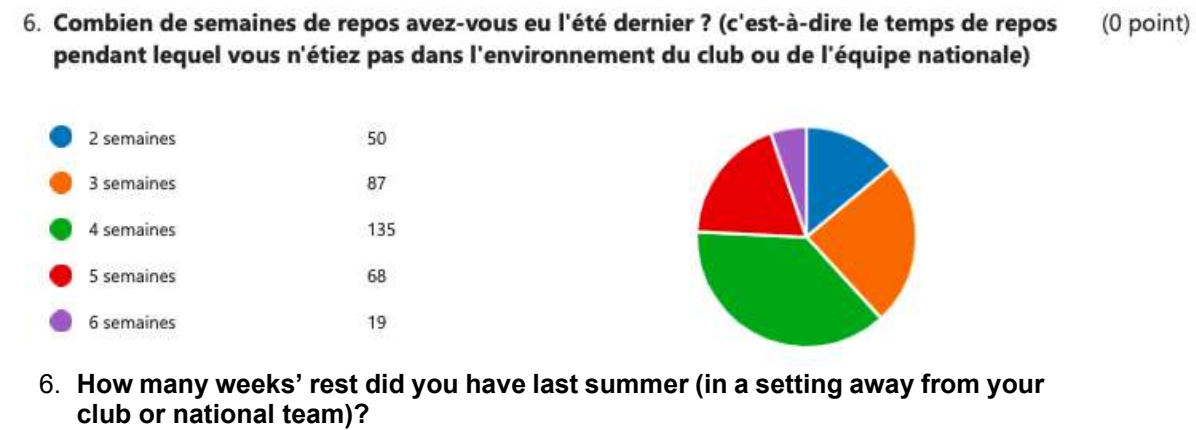
Top 20 par durée de pause hors saison pour la saison 2021/2022

Rang	Nom du joueur	Club(s)	Nationalité	Nombre de semaines de pause hors saison
1	Ugo Hwang	Stade de Reims	Corée du Sud	7
2	Renato Sanchez	Lille	Portugal	12
3	Ruiot Mendes	PSG	Portugal	13
4	Lois Maja	Reims	Croatie	13
5	Nicolas Opetu	Amiens	Ghana	14
6	Steve Mandanda	Marseille	France	15
7	Sebastien Guarnsey	Reims	Guinée	16
8	Jonathan David	Lille	Canada	17
9	Kelvin Davis	Monaco	Sénégal	18
10	Ismael Jacobo	Monaco	Sénégal	18
11	Emmanuel Lomley	Amiens	Ghana	18
12	Myron Boadi	Monaco	Libéria	19
13	Domagoj Bradaric	Lille	Croatie	19
14	Alvaro Vercellotti	PSG	Italie	20
15	Zeki Celik	Lille	Turquie	20
16	Burak Yilmaz	Lille	Turquie	20
17	Duje Galic	Marseille	Croatie	20
18	Leandro Paredes	PSG	Argentine	20
19	Mamadou Fofana	Amiens	Mali	21
20	Gengis Ulster	Turquie	Mali	21

Top 20 par durée de pause hors saison pour la saison 2022/2023

Rang	Nom du joueur	Club(s)	Nationalité	Nombre de semaines de pause hors saison
1	Mamadou Fofana	Amiens	Mali	12
2	Elliot Malbon	Monaco	Belgique	13
3	Mehmet Aksoy	Monaco	France	13
4	Jacques Kanga	Stade de Reims	Gabon	13
5	Sebastien Santamarie	Reims	France	15
6	Marvin De Lencastre	Stade de Reims	France	17
7	Gabriel Gudmundsson	Lille	Islande	18
8	Chen Alesander	Reims	Turquie	18
9	Danylo Igorevich	Stade de Reims	Ukraine	18
10	Arthur Thele	Reims	Belgique	18
11	Lois Maja	Reims	Croatie	19
12	Gabriel Gudmundsson	PSG	Islande	19
13	Tayin Djoko	Lille	Portugal	19
14	Gengis Ulster	Marseille	Turquie	20
15	Timothée Weah	Lille	Libéria	20
16	Björn Meijer	Reims	Norvège	20
17	Eder Drey	Monaco	France	20
18	Enzo de Jesus	Monaco	Brazile	20
19	Sead Kolasinac	Marseille	Bosnie	20
20	Hugo Ekola	PSG	Finlande	20

A player survey by the UNFP revealed that over a third of the players questioned were granted less than four weeks' rest²³⁴ in summer 2024. Moreover, 50 had only two weeks' rest.



Worse still, two thirds of the footballers questioned stated that during their periods of annual leave, they continued to carry out tasks for their clubs without any compensatory rest at the end of the season:

234 137/359

8. Do you feel that commitments to your club and/or national team sometimes encroach on your holiday time (winter break and break between seasons), meaning that you do not have the rest and recovery time you need?

8. Avez-vous le sentiment que les engagements avec votre club et/ou votre équipe nationale empiètent parfois sur vos période de vacances (coupure hivernale et coupure entre deux saisons), ce qui signifie que vous ne bénéficiez pas du temps de repos et de récupération nécessaire ?

(0 point)

● Oui	232
● Non	127



9. Lorsque vos congés (coupure hivernale et coupure entre deux saisons) sont perturbés par les engagements avec votre club ou de votre équipe nationale, vous arrive-t-il de bénéficier de congés ou de temps de repos supplémentaires pour compenser ces perturbations ?

(0 point)

● Non	142
● Oui, parfois	192
● Oui, toujours	25



9. Where your leave (winter break and break between seasons) is disrupted by club or national team commitments, are you granted extra leave or rest time to compensate?

No	142
Yes, sometimes	192
Yes, always	25

This tendency to fail to respect the minimum annual leave period is compounded every time a player has to take part in a tournament between seasons (World Cup, Euros, Copa America or Club World Cup), as these competitions always finish after training has started again at club level.

This trend will be exacerbated with the establishment of the FIFA Club World Cup, the effect of which is to deprive participating footballers of a further full period of leave every four summers. In practice, players now have only one full period of leave between seasons every four years.

For example, Paris Saint-Germain's schedule for the end of the 2025/2025 season and the beginning of the 2025/2026 season was as follows:

- Last match of the 2024/2025 Ligue 1 season: 17 May 2025;

- Coupe de France final: 24 May 2025;
- Champions League final: 31 May 2025;
- Celebration of their Champions League victory: 1 June 2025;
- International window including two national team matches: 2 June 2025 – 9 June 2025;
- Departure for the United States for the Club World Cup: 10 June 2025;
- Club World Cup: 15 June 2025 – 15 July 2025 ;
- UEFA Supercup: 13 August 2025;
- First 2025/2026 Ligue 1 match: 15 August 2025.

Paris Saint-Germain had only two weeks match-free between the final of the Champions League and their first match of the Club World Cup, and this period was taken up with national team matches and the journey to the United States. As a result, Paris Saint-Germain's players were not able to take any leave at all during this period.²³⁵

Furthermore, Paris Saint-Germain will have only one month without matches between the end of the Club World Cup and the resumption of Ligue 1 games. Here again, this month will be given over mainly to preparation for the following season as clubs generally start training again between one and one-and-a-half months before the beginning of the season.

There is no doubt therefore that once again, the guarantees relating to minimum paid annual leave periods are flouted.

The President of FC Porto, André Villas-Boas, recently described the problems he had had in recruiting players for the Club World Cup because they did not want to play:

"We tested the market recently, so we had a special transfer window from June 1-10 where the Club World Cup clubs operated. It was incredible to see that a lot of football players didn't want to be in the competition.

They prefer to rest in order to start afresh in the new season. So this is actually outstanding as well because FIFPRO (the global players' union) is demanding more rest for the players [four weeks in fact].

²³⁵ *Le Parisien*, 3 June 2025: <https://www.leparisien.fr/sports/football/psg/psg-selections-coupe-du-monde-des-clubs-supercoque-pour-les-parisiens-a-quand-le-repos-03-06-2025-Q4W74UT2LFGXXNDERUBJVZWXRU.php>

A few of us (European clubs) have had to give a vacation to the players, then we have to bring them back early without time enough for them to reset.

So for us, we are like in a continuation of the last season. And whatever happens after this tournament, the new season is coming, so they never actually have the reset that they need (going) into a new season".²³⁶

Consequently, by failing to ensure that the right of footballers to a minimum of four weeks' annual leave is effective, the French state is in breach of Article 2§3 of the Charter.

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²³⁶ *L'Equipe*, 17 June 2025: <https://www.lequipe.fr/Football/Actualites/-beaucoup-de-footballeurs-ne-veulent-pas-participer-a-la-coupe-du-monde-des-clubs-andre-villas-boas-fc-porto-raconte-ses-difficultes-de-recrutement/1570952>

f) Fourth complaint: unilateral changes to professional footballers' working conditions

XXIII. FIFA adopts the international match schedule, setting the dates of international windows during which the matches of national teams will take place and the number of matches which may be held during the window. These windows do not cover international club tournaments such as the Club World Cup, which is also held by FIFA.

The windows for the main tournaments are placed in the summer for the FIFA World Cup, the UEFA European Championships, the Copa America or in mid-season for the Africa Cup of Nations and the Asian Cup. Added to these are five international windows which create season breaks.

FIFA draws up the international match schedule, thus controlling the international football calendar, and all competition organisers must abide by it, whether or not they have taken part in the decision-making process. According to the FIFA Statutes, the FIFA Council “compiles” the international match calendar, which is “binding upon the confederations, member associations and leagues, after conferring with the confederations”.²³⁷ Consequently, the continental federations may hold their own competitions between clubs only if they are “in compliance with the international match calendar”.²³⁸

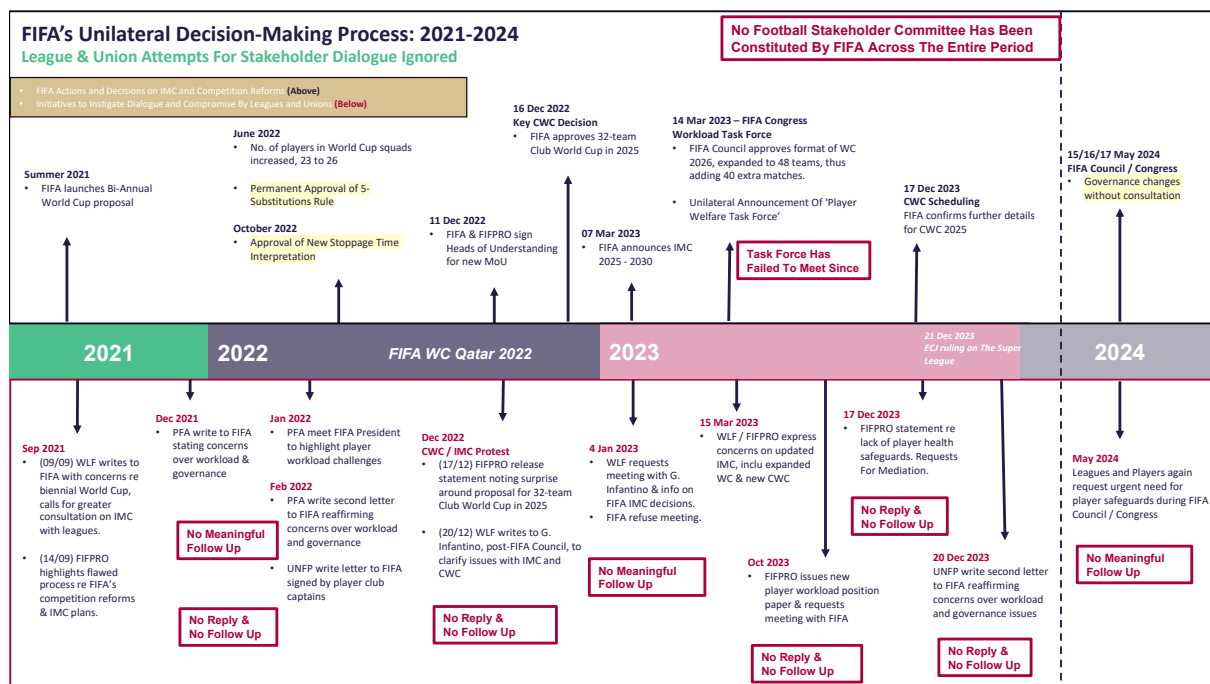
FIFA also holds the Club World Cup, which takes place one year in four for a month. The format, length and fixture schedule of the Club World Cup are decided by FIFA (through the FIFA Council) in the light of the international match calendar.

This calendar, and the format of the Club World Cup, are not adopted after consultation with the players or their representative trade unions. FIFA simply decides unilaterally on the schedule, competitions and the number of matches to be played by national teams and clubs.

The following chronological table outlines the various representations made by FIFPRO and some European leagues to FIFA with a view to opening dialogue. FIFA has never responded:

²³⁷ FIFA Statutes, Article 63

²³⁸ FIFA Statutes, Article 22(3)(d)



The World Leagues Association has repeatedly expressed its concern about FIFA's conduct concerning the calendar. In December 2022, it publicly stated that changes to the international match calendar were made "unilaterally without consulting, let alone agreeing, with those who are directly affected by them: the leagues, their member clubs, the players and fans".²³⁹

With regard to the UNFP in particular, on 7 February 2022, it sent a letter to FIFA signed by the 40 captains of all the Ligue 1 and Ligue 2 clubs objecting to the plan for a World Cup between national teams every two years. In this letter, the UNFP and the club captains reminded FIFA that they wished to be involved in discussion on the competition schedule.²⁴⁰

On 20 December 2023, it warned FIFA about the excessive workload that this would place on players and its fears about the Club World Cup.²⁴¹

FIFA, continuing along its unilateralist path, has never answered these letters and hence failed to address professional footballers' concerns.

Once the international match calendar has been drawn up by FIFA, it is for UEFA to establish its own European competition schedule.

²³⁹ <https://www.worldleaguesforum.com/en/media/fifas-decision-calendar>

²⁴⁰ Letter of 7 February 2022.

²⁴¹ Letter of 20 December 2023.

Unilateralism is also the rule for UEFA. The UEFA Statutes state that “UEFA shall have the sole jurisdiction to organise or abolish international competitions in Europe in which Member Associations and/or their clubs participate. FIFA competitions shall not be affected by this provision”.²⁴² They give the Executive Committee of UEFA the authority to draw up regulations governing the conditions of participation in and the staging of UEFA competitions.²⁴³ In addition, clubs taking part in UEFA competitions undertake to select their best team throughout the competition.²⁴⁴

Once the international match calendar and the UEFA schedule have been adopted, it is for the LFP to adopt the calendar for the French championships, fitting in with the remaining windows.

The result of all the foregoing is that the international (FIFA), continental (UEFA) and national organisations (LFP) decide alone what competitions clubs and national teams must take part in and what their format will be.

By altering the format of existing competitions or creating new ones, FIFA, UEFA and the LFP also alter the number of matches players are required to play in.

Thus, despite the fact that these organisations operate outside the employment contract linking a player and his club, they have a discretionary power to increase players’ time away from home and their actual working hours.

To cite a practical example, by amending the format of the World Club Cup, FIFA is obliging Paris Saint-Germain’s players to compete in a competition which the club has never played in before. Therefore, FIFA is forcing Paris Saint-Germain’s players to travel for over a month to play in this competition, in other words to engage in non-stop work for a month, without a rest.

It is also forcing them to accept a reduced summer leave period and a truncated pre-season preparation, increasing their risk of injury (see below).

²⁴² UEFA Statutes, Article 49.

²⁴³ UEFA Statutes, Article 50.

²⁴⁴ Regulations of the UEFA Champions League, Article 3

The French state has failed to take any measures to protect professional footballers and prevent their working conditions from being altered without their agreement.

In this respect, it should be pointed out that the French state has delegated its powers to the FFF, which is a member of FIFA and UEFA. Since the UNFP is not involved in decision-making processes, the French state, through the FFF, is the only entity capable of defending the minimum guarantees granted by the Social Charter to French professional footballers and foreign professional footballers playing for a French club²⁴⁵ before the various authorities concerned. Accordingly, any unilateral amendment to footballers' working conditions is partly the responsibility of the French state, which, for fear of reprisals, has not taken any effective measures to protect its workers.

In this connection, it is worth noting that the President of the FFF, Mr Philippe Diallo, is also the President of Cosmos, which is the main employers' organisation representing sports sector employers,²⁴⁶ and the President of the European Association of Sport Employers,²⁴⁷ which is a European organisation bringing together national employers' organisations in the sports sector.

The FFF has a public service mission and is the only body in a position to pass on the views of French players or foreign players playing in France to FIFA and UEFA, yet at the same time it is managed by a person who defends employers' interests.

The different functions carried out by Mr Diallo give rise to questions about the real causes of the FFF's and hence the state's inaction.

Therefore, by failing to secure fair working conditions for professional footballers, the French state is in breach of Article 2 of the Charter.

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²⁴⁵ Or for Monaco.

²⁴⁶ <https://www.cosmos-sports.fr/les-elus>

²⁴⁷ <https://www.easesport.eu/ease-general-assembly-2025/>

C. Article 3 of the Charter

1) Relevant international law

XXIV. The “protection of the worker against sickness, disease and injury arising out of his employment” is mentioned in the preamble to the Constitution of the International Labour Organization (ILO).

The ILO has adopted over 70 recommendations and conventions relating to occupational health and safety issues.²⁴⁸

Among these, ILO Convention No. 155 provides that members must “formulate, implement and periodically review a coherent national policy on occupational safety, occupational health and the working environment”, whose aim is to “prevent accidents and injury to health arising out of, linked with or occurring in the course of work, by minimising, so far as is reasonably practicable, the causes of hazards inherent in the working environment”.²⁴⁹

This convention and a series of recommendations subsequently describe the related measures to be taken at national and company level.²⁵⁰

XXV. Protecting worker health and safety is also one of the European Union’s key aims.

This protection covers the health of workers in all work-related aspects. In this connection, the Court of Justice of the European Communities considers that the notions of health and safety should not be taken in their strictest sense of matters relating to physical conditions and risks in the workplace (the risk of illness or disability). They also cover everything that is linked to physical, mental and social well-being, thus including the adjustment of working conditions.²⁵¹

²⁴⁸ F. Dumont, *Juris-classeur Travail traité*, part 20-10, No. 12.

²⁴⁹ C155 – Convention No. 155 on Occupational Safety and Health, 1981, Article 4.

²⁵⁰ See, for example, R164 – Occupational Safety and Health Recommendation, 1981 (No. 164).

²⁵¹ CJEC, 12 November 1996, No. C-84/94, *United Kingdom v. Council*.

Under Article 31 of the Charter of Fundamental Rights, whose rights, freedoms and principles have “the same legal value as the Treaties”,²⁵² “every worker has the right to working conditions which respect his or her health, safety and dignity”.²⁵³

Besides the Charter, there are about 50 EU Directives on the protection of workers’ health.²⁵⁴

Of these, Directive No. 89/391/EEC of the Council of 12 June 1989, whose objective is to “introduce measures to encourage improvements in the safety and health of workers at work”,²⁵⁵ is a key reference text.

This directive requires the member states to “take the necessary steps to ensure that employers, workers and workers’ representatives are subject to the legal provisions necessary for the implementation of this Directive” and to “ensure adequate controls and supervision”.²⁵⁶

It also requires employers “to ensure the safety and health of workers in every aspect related to the work”.²⁵⁷

For this purpose, employers must “take the measures necessary for the safety and health protection of workers, including prevention of occupational risks and provision of information and training, as well as provision of the necessary organization and means” and “be alert to the need to adjust these measures to take account of changing circumstances and aim to improve existing situations”.

The directive focuses among other things on preventing risks that the health and safety of workers will be undermined.

²⁵² Treaty on European Union, Article 6.

²⁵³ Charter of Fundamental Rights of the European Union, Article 31.

²⁵⁴ F. Dumont, *op. cit.*

²⁵⁵ Directive No. 89/391/EEC of the Council of 12 June 1989, Article 1.

²⁵⁶ Article 4.

²⁵⁷ Article 5.

The Court of Justice of the European Communities has specified that employers must prevent all risks.²⁵⁸

For this purpose, the directive lists a number of general principles to be followed by employers:

“The employer shall implement the measures referred to in the first subparagraph of paragraph 1 on the basis of the following general principles of prevention:

- (a) avoiding risks;
- (b) evaluating the risks which cannot be avoided;
- (c) combating the risks at source;
- (d) adapting the work to the individual, especially as regards the design of work places, the choice of work equipment and the choice of working and production methods, with a view, in particular, to alleviating monotonous work and work at a predetermined work-rate and to reducing their effect on health;
- (e) adapting to technical progress;
- (f) replacing the dangerous by the non-dangerous or the less dangerous;
- (g) developing a coherent overall prevention policy which covers technology, organization of work, working conditions, social relationships and the influence of factors related to the working environment;
- (h) giving collective protective measures priority over individual protective measures;
- (i) giving appropriate instructions to the workers.

3. Without prejudice to the other provisions of this Directive, the employer shall, taking into account the nature of the activities of the enterprise and/or establishment:

- a) evaluate the risks to the safety and health of workers, inter alia in the choice of work equipment, the chemical substances or preparations used, and the fitting-out of work places.

²⁵⁸ CJEC, 15 November 2001, No. C-49/00, *Commission v. Italian Republic*.

Subsequent to this evaluation and as necessary, the preventive measures and the working and production methods implemented by the employer must:

- assure an improvement in the level of protection afforded to workers with regard to safety and health,
- be integrated into all the activities of the undertaking and/or establishment and at all hierarchical levels;

b) where he entrusts tasks to a worker, take into consideration the worker's capabilities as regards health and safety;

c) ensure that the planning and introduction of new technologies are the subject of consultation with the workers and/or their representatives, as regards the consequences of the choice of equipment, the working conditions and the working environment for the safety and health of workers;

d) take appropriate steps to ensure that only workers who have received adequate instructions may have access to areas where there is serious and specific danger".²⁵⁹

2) Relevant domestic law

XXVI. In domestic law, a whole section of the Labour Code is given over to health and safety at work.²⁶⁰

Like Community law, domestic law focuses on preventing risks of accident or illness liable to derive from occupational activities.

For instance, Article L. 4121-1 of the Labour Code provides as follows:

"Employers shall take the necessary measures to ensure the safety and protect the physical and mental health of workers.

These measures shall include:

²⁵⁹ Article 5. [Translator's note: Should be Article 6]

²⁶⁰ Part 4, Articles L. 4111-1 to L. 4831-1 on the legislation and R. 4121-1 to R. 4823-6 on regulations.

1° Action to prevent occupational risks, including those mentioned in Article L. 4161-1;

2° Information and training activities;

3° The establishment of appropriate organisational measures and resources.

Employers shall ensure that these measures are geared to take account of changes in circumstances and aim to improve existing situations.”

Article L. 4121-2 of the Labour Code then lists the same general principles as in Article 5 of Directive No. 89/391/EEC of the Council of 12 June 1989 giving employers guidance on risk prevention.

Employers are required to do everything possible to prevent accidents from occurring or illnesses from arising during occupational activities. It is not enough for it to intervene once a risk has materialised.²⁶¹

To be freed of any liability for accidents or illnesses during occupational activities, it must also have taken in advance the “necessary measures” described in Articles L. 4121-1 and 2 of the Labour Code.

In this connection, the Court of Cassation considers that “the legal obligation to take the necessary measures to ensure the safety and protect the physical and mental health of workers ... shall be considered not to have been breached by employers who can prove that they have taken all the prevention measures provided for by Articles L. 4121-1 et L. 4121-2 of the Labour Code and, when informed of the existence of breaches ..., have taken immediate measures to bring them to an end”.²⁶²

Employers therefore must eliminate all risks of work accidents or occupational illness. Pursuant to their obligation to ensure their safety, they may not expose employees to risk.²⁶³

²⁶¹ Soc., 23 January 2013, No. 11-18.855.

²⁶² Soc., 8 January 2025, No. 23-19.996 ; Soc., 4 October 2023, No. 22-15.269 ; Soc., 19 April 2023, No. 22-10.153.

²⁶³ Soc., 29 June 2005, No. 03-44.412.

This risk prevention policy must be applied as early as possible in the process, in other words “at the stage when workplaces, facilities and operating methods are being devised”.²⁶⁴

Its management must be exercised in line with workers’ health and safety. It may not therefore provide for a form of work organisation whose aim or effect is to undermine employees’ health and safety.²⁶⁵

More specifically, employers’ safety obligations require them to take measures to guarantee that the scope and the burden of the employee’s work are reasonable. This was the finding of the Court of Cassation with regard to working day package agreements (*forfait jours*):

“Having regard to Article L. 4121-1 of the Labour Code:

5. It follows from the text that employers, who have an obligation to their employees, must take the necessary measures to ensure the safety and protect the physical and mental health of workers. It is not in breach of this obligation if it can prove that it has taken all the measures provided for in Articles L. 4121-1 and L. 4121-2 of the Labour Code.

6. In support of its dismissal of the employee’s claim for damages for failure to observe safety obligations, the judgment points out that the warnings regarding the deterioration of the employee’s health emerged only from June 2013 onwards and the previous messages communicated to his superiors focused on his unsuccessful requests for promotion, in which he explicitly talked of his attachment to the company and the tasks he was employed to perform. The judgment notes that from August 2013 onwards, the employee made explicit reference in his e-mails to physical suffering which the employer dealt with by alerting the company doctor to the seriousness of the situation, which contradicts the employee’s allegation that the company failed to respond to a clear situation of suffering.

7. Lastly, the judgment finds that all the evidence submitted shows that the employer behaved in a manner in keeping with his safety obligations.

²⁶⁴ L. Lerouge, Répertoire de droit du travail, Dalloz, *Droit des risques psychosociaux au travail* [The law of psychosocial risks at work], No. 116.

²⁶⁵ Soc., 5 March 2008, No. 06-45.888.

8. In its ruling, the court of appeal found that the employer provided no evidence that he had taken the necessary measures to guarantee that the scope and burden of the employee's work was reasonable and hence to ensure the employee's health and safety; as a result the employer failed to meet his safety obligations and hence the appeal court, whose task it was to ascertain whether this had resulted in any harm, found that the employer had infringed the abovementioned text."²⁶⁶

The National Collective Agreement on Sport of 7 July 2005 contains provisions on the health and safety of sports professionals , which provide as follows:

"12.7.3. Health and safety

12.7.3.1. General rules

To meet the obligations enshrined in Article 12.3.1.3, employers shall ensure that the necessary means are deployed for the exercise of the sport concerned. This applies to facilities, medical assistance, provision of equipment and maintaining physical fitness. This obligation of means is called for especially because of the risk of accidents during both competitions and training, which are rendered more dangerous in the setting of professional sport.

For these reasons, all rules which employers intend to introduce in this area must be the subject, before adoption, of prior consultation with the works council or, failing that, staff representatives. In this context employers shall take all the requisite measures to ensure that minimum rest periods for the protection of employees' health and the normal conduct of activities are strictly observed.

...

12.7.3.3. Safety

Regardless of any administrative sanctions which may be issued by a sports authority or administrative or judicial decisions which may be taken against employers infringing these safety rules, failure to meet them may, if a serious risk arises, warrant the exercise by the employee, of the right to withdrawal provided for in Article L. 4131-1 of the Labour Code. It may also constitute grounds for collective action.

It is part of a manager or coach's powers to implement:
— the employer's general prevention and safety policy;

²⁶⁶ Soc., 2 March 2022, No. 20-16.683.

— the company’s anti-doping policy.

Employers are required, by all appropriate means, to inform employees of the rules that apply to the conditions for the exercise of their activities, but also more generally to alert them to the risks of the occupation and their psychological impact. Training shall be held for the benefit of all sports professionals who have negotiated their first contract on the risks to which they are exposed and the relevant safety rules.”

In the professional sport sector, employers’ safety obligations are combined with those applying to sports federations. Professional footballers are both employees of the clubs in which they play and FFF licence-holders. This means that both their clubs and the FFF must protect their physical and mental health.

As mentioned above in this connection, under Article L. 131-14 of the Sports Code, state powers relating to sport are delegated to sports federations by the Minister of Sport. On 22 March 2022, the French Football Federation negotiated a public service delegation contract relating to the organisation of football up to 31 December 2025.²⁶⁷

This contract includes an undertaking by the Federation with regard to the “protection of the physical and psychological integrity of persons”.²⁶⁸

As a result, the FFF is required to protect the health of its members and take the necessary measures in this respect where it comes to training programmes and the schedules of competitions and events it organises or authorises.²⁶⁹

The FFF has drawn up a charter of ethics and professional standards in football, which sets out 11 principles, including the following:

“1- Respect

Self-respect

Before respecting others and in order to be able to do so, members must respect themselves by seeking confidence in themselves and their abilities, remaining true to their beliefs and preserving their

²⁶⁷ <https://www.fff.fr/article/7224-la-delegation-de-service-public-signe-jusqu-en-2025.html>

²⁶⁸ Sports Code, Article R. 131-28.

²⁶⁹ Sports Code, Article L. 231-5.

freedom of choice and thought without undermining that of others and, lastly, while protecting their bodies and their minds.

Football players must not adopt an attitude which may result in a loss of self-esteem. Nor should they undermine their physical and moral integrity by making demands on themselves or subjecting themselves to treatment or training rhythms which neither the body nor the mind can endure in the long term.

...

3- Self-control

Football entails a personal undertaking, a desire to surpass oneself and a quest for excellence. Competitive zeal and the desire to win may result in risk-taking but this should never be to the detriment of opponents' physical integrity or respect for one's own body.

Members' passion for football should be mastered so as to avoid excesses and so as not to transform this positive asset into reprehensible conduct.

All of football's stakeholders should be placed in a position to play their part efficiently without being affected by deviant behaviour, particularly physical violence (assault, injury) or psychological violence (threats, intimidation), jeopardising health or mental balance or undermining individuals' personal fulfilment.

The game does not moreover require any violent conduct and the energy of those involved should be channelled into physical effort, concentration and encouragement.

...

5- Football for all

Football brings together men and women regardless of their background, social status, opinions and beliefs.

In a world in which inequalities are increasingly glaring, football provides an education in solidarity, tolerance and fellow-feeling, providing an outstanding means of personal development and social integration.

This means that anyone can get involved in football and they cannot be rejected either explicitly or implicitly because of their social circumstances, their sex, their age, their religion or their background.

It is for the football authorities to ensure that nothing can be done to undermine a person's dignity or integrity on any of these grounds.

The development of women's football and the increasing representation of women in management bodies, which is moving towards parity or at least taking into account the number of women players at clubs and in the federation, are also crucial.

...

7- Fair and honest football

The football authorities undertake to adopt rules guaranteeing fairness and honesty in football, ensuring that they are respected and that infringements are punished.

This applies in particular to action against all forms of corruption and doping, to the financial oversight of clubs and agents and to sports betting.”²⁷⁰

From all the foregoing, it is clear that the preparation and supervision of the rules on the safety of sports professionals forms part of the work that the federation is expected to do to exercise the public service powers with which it has been entrusted.

The French state, as the entity which has delegated these public service tasks, and the FFF and the LFP, as the bodies to which they have been delegated, therefore have an obligation to take the necessary measures to protect the physical and mental health of sports professionals and to ensure that these measures are complied with in practice.

3) The violation of Article 3 of the Charter

XXVII. Article 3 of the Charter establishes rights relating to health and safety at work. It provides as follows:

“Article 3 – The right to safe and healthy working conditions

With a view to ensuring the effective exercise of the right to safe and healthy working conditions, the Parties undertake, in consultation with employers' and workers' organisations:

- 1 to formulate, implement and periodically review a coherent national policy on occupational safety, occupational health and

²⁷⁰ Charter of ethics and professional standards in football.

the working environment. The primary aim of this policy shall be to improve occupational safety and health and to prevent accidents and injury to health arising out of, linked with or occurring in the course of work, particularly by minimising the causes of hazards inherent in the working environment;

- 2 to issue safety and health regulations;
- 3 to provide for the enforcement of such regulations by measures of supervision;
- 4 to promote the progressive development of occupational health services for all workers with essentially preventive and advisory functions”.

In its decision on *CGIL v. Italy*,²⁷¹ the ECSR pointed out that Article 3 of the Charter “grants everyone the right to safe and healthy working conditions. This right stems directly from the right to personal integrity”. It added that “in accepting Article 3, States have undertaken to guarantee individuals' right to physical and mental integrity at work”.

To guarantee workers' health and safety, the state must, according to Article 3§1, formulate, implement and periodically review a coherent national policy on occupational safety, occupational health and the working environment, in consultation with the social partners. Accordingly it must arrange for:

- “the assessment of work-related risks and introduction of a range of preventive measures taking account of the particular risks concerned. The effectiveness of those measures must be monitored, and information and training for employees must be provided. Within individual firms, occupational risk prevention means more than simply applying regulations and remedying situations that have led to occupational injuries;
- the development of an appropriate public monitoring system - often a responsibility for the labour inspectorate - to maintain standards and ensure they apply in the workplace;
- the establishment and further development of programmes in areas such as: training (qualified staff); information (statistical systems and dissemination of knowledge); quality assurance (professional qualifications, certification systems for facilities and

²⁷¹ ECSR, 12 October 2015, *CGIL v Italy*, No. 91/2013

equipment); and, where appropriate, research (scientific and technical expertise)".²⁷²

The ECSR considers that preventing occupational hazards should be the priority of state policy in this sphere.

To assess whether risk prevention measures are adequate, the ECSR takes account in particular of the application of ILO Occupational Health and Safety Convention No. 155.²⁷³

This requires states to ensure that companies assess occupational risks and adopt prevention measures taking account of the nature of the risk.

The ECSR has stated that "Article 3§1 requires consultation not only for tripartite co-operation between authorities, employers and workers to seek ways of improving their working conditions and working environment. It also requires consultation for the co-ordination of activities of authorities, employers and workers, and co-operation on key safety and prevention issues".²⁷⁴

It has also specified that the State's prime obligation under Article 3 is "to ensure the right to safe and healthy working standards of the highest possible level", meaning that it must "issue health and safety regulations providing for preventive and protective measures against most of the risks recognised by the scientific community and laid down in Community and international regulations and standards".²⁷⁵

Article 3§2 explicitly spells out this obligation to issue occupational health and safety rules including measures for prevention and protection in the workplace against risks recognised by the scientific community and laid down in international regulations and standards.

In this connection, the ECSR specifies as follows: "conformity with the Charter cannot be ensured solely by the operation of legislation if this is not effectively applied and rigorously supervised".²⁷⁶

²⁷² Digest of the Case Law of the European Committee of Social Rights, p. 64.

²⁷³ *Idem.*

²⁷⁴ *Idem.*

²⁷⁵ ECSR, 6 December 2006, *MFHR v. Greece*, No. 30/2005

²⁷⁶ ECSR, 12 October 2015, *CGIL v Italy*, No. 91/2013

This is why Article 3§3 of the Charter requires states to “provide for the enforcement of such regulations by measures of supervision”.

According to the ECSR this means monitoring trends in the number of occupational accidents and diseases, supervising application of the relevant regulations and consulting professional organisations on the subject.²⁷⁷

To ascertain compliance by states with the provisions of Article 3§3, the ECSR looks at the frequency of accidents at work and their development.

It considers the situation to be incompatible with the Charter where the frequency of work accidents and fatalities is clearly too high for it to be able to conclude that the effective exercise of the right to health and safety at work is being secured.²⁷⁸

The Committee also takes account of changes in the number of accidents and diseases. If the measures taken by the state are ineffective, this may prompt it to issue a finding of non-conformity.

In short, it is for the state to monitor compliance by employers with their obligation to limit the risks of accidents or disease, a task usually performed by labour inspectorates.²⁷⁹

a) The risks of infringement of the health and safety of professional footballers

XXVIII. Professional football is a sector of activity that is particularly exposed to the risks of accidents at work and occupational disease.

In its technical brief of 30 May 2024 entitled “*Professional athletes and the fundamental principles and rights at work*”, the International Labour Organization stated as follows:

“Athletes – though a heterogenous group – often face a greater risk of injury and potential long-term physical and mental health issues compared to many other professions. However, the extent of this risk varies significantly depending on factors such as the

²⁷⁷ ECSR, 6 December 2006, MFHR v. Greece, No. 30/2005

²⁷⁸ Digest of the Case Law of the European Committee of Social Rights, p. 69.

²⁷⁹ ECSR, 6 December 2006, MFHR v. Greece, No. 30/2005

type of sport played and the level of competition. Athletes in “collision sports” are exposed to high risks of traumatic brain injury and chronic traumatic encephalopathy. Conversely, in winter endurance sports, athletes may grapple with adverse effects on their respiratory health due to prolonged exposure to cold conditions”.²⁸⁰

In a study on the workload and the health and welfare of football players, Professors Godderis, Mortelmans and Hendrickx found that football “has a higher incidence rate of injuries than traditional industrial jobs, with 36 injuries per 1 000 match hours and 3.7 injuries per 1 000 training hours”.²⁸¹

In an article published on 17 April 2002, Professors Drawer and Fuller had already highlighted the fact that the risk of injury was three times higher in football than in the construction and manufacturing industries,²⁸² while it has also been found that the injury incidence rate for professional footballers is 1 000 times higher than in traditional sectors.²⁸³

If any more convincing evidence is needed, it is enough to compare the ratio of professional footballer injuries to the ratio of accidents at work or occupational diseases of other employees.

For instance, in the French sickness insurance scheme’s 2023 annual report, it was recorded that, for the total of 27 015 000 employees,²⁸⁴ 1 030 469 accidents at work or on journeys to work or occupational diseases had been declared.²⁸⁵

In 2017, UEFA published a report on injuries at elite clubs.

It documented the total number of injuries in the 21 clubs which had taken part in the Champions League that year and a number of other related statistics.²⁸⁶

²⁸⁰ ILO Technical Brief, *Professional athletes and the fundamental principles and rights at work*, p. 22.

²⁸¹ *Étude de la charge de travail sur la santé et le bien-être des joueurs de football*, p. 5.

²⁸² Drawer S., Fuller C.W. (2002). Evaluating the level of injury in English professional football using a risk based assessment process. *British Journal of Sports Medicine*, 36, 446–451

²⁸³ *L'Équipe*, 19 November 2024: <https://www.lequipe.fr/Football/Article/-le-calendrier-du-football-est-trop-charge-et-il-a-un-impact-negatif-sur-les-joueurs-pourquoi-les-cadences-infernales-inquietent/1521223#:~:text=Avec%2036%20blessures%20recensées%20par,»>

²⁸⁴ <https://www.insee.fr/fr/statistiques/~:text=Lecture%20:%20fin%202023,%2027%20015,lieu%20de%20travail%20;%20données%20brutes.>

²⁸⁵ https://www.assurance-maladie.ameli.fr/sites/default/files/rapport_annuel_2023_de_lassurance_maladie_-_risques_professionnels_December_2024.pdf

²⁸⁶ https://fr.uefa.com/MultimediaFiles/Download/uefaorg/Medical/02/51/05/04/2510504_DOWNLOAD.pdf

It showed that, at the 21 clubs, there had been 795 injuries, 339 of which had occurred during training and 456 during matches.

Since there is an average of 25 players per team,²⁸⁷ this means that the 525 footballers had a total of 795 accidents.

Therefore, whereas the overall ratio of work accidents or occupational diseases is about 1 in 26 employees per year, the specific ratio for professional footballers is about 1.5 per player per season.

The firm Miller Insurance has drawn up a table recording the number of work accidents declared and the length of sick leave granted over the last five years in France, England, Spain, Italy and Germany:

²⁸⁷ Clubs may only field 25 players in the Champions League under Article 31 of the UEFA Statutes.

ETUDE FIF PRO 2025 -

A.T. sur 5 saison 2020 à 2025 - 2 div pro par Pays

		FRANCE	ITALIE	ESPAGNE	ALLEMAGNE	ANGLETERRE
	Nbre joueurs	1150	1311	1493	1156	1508
24/25	Moins de 42 J	337	581	196	623	389
	Plus de 42 J	178	191	126	267	302
	Plus de 60J	114	131	92	179	215
	Plus de 90J	78	83	64	106	130
	Duree moy arret + 90	142	147	156		
	Nbre joueurs	1148	1300	1485	1150	1520
23/24	Moins de 42 J	321	597	325	518	394
	Plus de 42 J	176	200	168	277	308
	Plus de 60J	124	135	114	172	225
	Plus de 90J	77	83	81	104	151
	Duree moy arret + 90	198	163	171	171	195
	Nbre joueurs	1150	1305	1490	1148	1495
22/23	Moins de 42 J	310	577	239	590	389
	Plus de 42 J	150	182	130	231	235
	Plus de 60J	97	117	85	161	169
	Plus de 90J	52	55	56	82	96
	Duree moy arret + 90	230	149	178	155	184
	Nbre joueurs	1156	1300	1500	1150	1498
21/22	Moins de 42 J	330	610	410	698	428
	Plus de 42 J	100	132	123	205	214
	Plus de 60J	67	89	67	125	150
	Plus de 90J	38	43	38	74	84
	Duree moy arret + 90	145	151	186	164	162
	Nbre joueurs	1145	1302	1491	1152	1490
2021	Moins de 42 J	440	663	428	489	714
	Plus de 42 J	106	132	108	158	230
	Plus de 60J	59	80	58	100	154
	Plus de 90J	28	35	32	55	84
	Duree moy arret + 90	150	167	180	155	180

FIFPRO SURVEY 2025 – Sick leave over five seasons (2020-2025), covering the top two divisions in each country

Nbre joueurs = number of players

Moins de X jours = less than X days; *Plus de X jours* = More than X days

Durée moyen arrêt +90 = Avg. length of sick leave exceeding 90 days

If we confine ourselves to the 2024-2025 season which has just come to an end in France, we see that for the 1150 Ligue 1 and Ligue 2 players, a total of 707 work accidents was declared. Over half of these (370) gave rise to sick leave of more than 42 days. More precisely:

- 178 injuries resulted in sick leave of 43 to 60 days;
- 114 in sick leave of 61 to 90 days;
- and 78 in over 90 days, the average for these being 142 days.

Miller also found that of the average of 800 players playing each year since 2005, 35 were forced to end their careers because they were unfit to work:

- 7 lost their licence owing to illness, including three with heart conditions;
- 15 were victims of degenerative pathologies (cartilage damage, osteoarthritis, etc.);
- 17 lost their licence following an accident.²⁸⁸

Players and clubs fail to respond appropriately to such injuries because of the great pressure that is brought to bear on the various stakeholders.

As the ILO points out, “athletes may also prioritize performance over safety due to outside pressures, including through coaches and management, sometimes taking risks and concealing injuries to remain in the sport”.²⁸⁹

In this respect, the player survey carried out by the UNFP revealed that of the 359 players questioned, 191 have been forced to play despite being injured or witnessed another playing being forced to do so:²⁹⁰

22. **Au cours de votre carrière, avez-vous fait l'expérience, personnellement ou via un coéquipier, d'un joueur contraint par l'entraîneur ou la direction du club à jouer alors qu'il était déjà blessé ?** (0 point)

● Non	161
● Oui, une fois	65
● Oui, plusieurs fois	126



22. During your career, have you ever been aware of any player who decided himself or was forced by his coach or management to play when injured?

No	161
Yes, once	65
Yes, several times	126

²⁸⁸ Miller Insurance, 20 June 2025.

²⁸⁹ ILO Technical Brief, Professional athletes and the fundamental principles and rights at work, p. 22.

²⁹⁰ UNFP player survey, question 22.

Managers questioned have also largely confirmed that the pressures placed on them force them to pick the best players without taking into account their need to rest:²⁹¹

13. La pression exercée pour obtenir des résultats sportifs et l'attention médiatique qui en découle exercent une pression considérable sur les entraîneurs.

(0 point)

Pensez-vous que ces facteurs poussent les entraîneurs à aligner des joueurs qui auraient besoin de repos?



13. The pressure to obtain results and the resultant media attention puts coaches under considerable pressure.

Do you think that these factors force coaches to select players who need rest?

Yes	54
No	12

Several players have talked at the end of their careers about circumstances which have compelled them to play while injured.

For example, Eric Di Meco revealed that having suffered an ACL injury to his right knee on 14 May 1991, he was selected for the Champions League final 15 days later, on 29 May 1991: "I wasn't told straight away that I had torn ligaments and so we looked into every means of getting me able to play. I was bandaged up so I could run straight ... Before the match my bandages were wrapped so tightly that I couldn't crouch down for the photo. After the match, I was scared. When I saw that my leg had turned purple and my knee had swelled to the size of a handball, it was pretty disturbing. When you're in the thick of the action, you don't think about the consequences".²⁹² After he was operated on, Eric Di Meco returned to competition four and a half months later, and this gave rise to a large number of injuries during his subsequent career: "That's the way it is. Nobody talks to you about the risks. The doctors were always very decent to me but they were also under pressure from the manager and the club chair, particularly the one we had. The doctors were constantly harassed by them".

²⁹¹ Manager survey, question 13.

²⁹² *L'Équipe*, 20 May 2025: <https://www.lequipe.fr/Football/Article/Eric-di-meco-qui-a-joue-une-finale-de-cl-deux-semaines-apres-une-rupture-du-ligament-croise-anterieur-je-suis-a-la-limite-du-handicap-moteur/1563148>

Benoît Trémoulinas describes how he was affected by a chronic knee injury throughout his career and how the staff at his club refused to spare him sufficiently because of this: “The competition was huge. In training, every day, it was war. I repeatedly asked the coaching staff to go easy on me but they refused. ... From my second year at Seville onwards, things got really hard. I was limping all the time. After matches I couldn’t get up or down stairs. My knee swelled up at every training session and they were constantly removing liquid from it. ... I was in terrible pain. During the second year I was given six or seven cortisone injections because there were crucial matches to play ... But cortisone injections eat away at your cartilage and tendons. They’re crap. My day-to-day life became unbearable. I was taking anti-inflammatories every day and my liver started to deteriorate because of all the medicines”.²⁹³

Eliaquim Mangala sums up players’ day-to-day lives as follows: “When I started at Standard Liège, I was 18. Milan Jovanovic (editor’s note: a former Serbia striker who briefly played for Liverpool in 2010-11) told me that from the age of 21, I would not start a single match without being in pain. I asked him what he was talking about, but it turns out he was right. For a sprain, you’ll be told that it’s a four-week break, but within a week you’ll be back on the pitch. Whereas if you’re anyone but a footballer, it’ll be two weeks before you put any weight on your foot. Some pain isn’t considered major enough to prevent you from playing. If you reacted to all the pain, you wouldn’t play football anymore”.²⁹⁴

Anthony Mounier talked of the pressure brought to bear by the dressing room and the coaching staff: “But the players were listening to their bodies too much and started to be difficult. They were incapable of playing if they had the slightest pain. This was a real problem. It’s not accepted in the dressing room or by the coaching staff. You are expected to learn to grin and bear it. You have to work on your mentality and develop a bit of a warrior spirit to help you perform”.²⁹⁵

Petr Cech has also revealed that he played for a year and a half with both his shoulders broken.²⁹⁶

Similarly, Fabien Barthez has revealed that on several occasions, he decided to stay on the pitch after sustaining an injury, and his club allowed

²⁹³ *L’Équipe*, 20 May 2025: <https://www.lequipe.fr/Football/Article/Benoit-tremoulinas-j-avais-mon-genou-qui-faisait-cloc-cloc-cloc/1562982>

²⁹⁴ *Ouest France*, January 2025: <https://www.ouest-france.fr/sport/football/temoignages-on-ne-joue-jaMays-a-100-pourcent-comment-les-footballeurs-composent-avec-les-douleurs-fd1fd402-c46a-11ef-a562-4e48a3fc537f>

²⁹⁵ *Idem*.

²⁹⁶ <https://fifpro.org/fr/soutenir-les-joueurs/sante-et-performance/blessure-prevention-invalidite-effets-a-long-terme-desentrainement/petr-cech-j-ai-joue-pendant-un-an-et-demi-avec-deux-epaules-cassees>

him to do so: “Sometimes I played when I shouldn’t have. At Monaco, I broke my cheekbone. It should have been three weeks before I played again but I was put back on the pitch straight away with a protective mask. I still suffer after-effects today. ... Another time, I took a big blow to the upper thigh during a match. At half time, the doc’ wanted me to go off because my leg had swollen up like this [he mimes a thigh that had doubled in size]. But I was still keen to play. Well, of course, I went back on. But that night, at the emergency ward, they opened up my thigh and I was written off for two months”.²⁹⁷

Unfortunately, this is still common practice. Recently, Lautaro Martinez has revealed that he played while injured in the second leg of the semi-final between Inter Milan and Barcelona on 6 May 2025: “I was struggling, I couldn’t feel my leg properly. I spent two days crying at home. I didn’t want to miss the match. I put on a tight bandage and I went out to play, that’s what football is for me. I cried a lot after the first leg but I promised my family that I would play”.²⁹⁸

Marcus Thuram, who plays for the same team, played with an injury for over a month according to his manager, thanks to painkillers and injections.²⁹⁹

It has also been revealed that Tanguy Ndombele played with a groin strain for his club Nice, for over a month in late 2024.³⁰⁰

All of this shows, besides the fact that football is an activity which gives rise to major risks of work accidents or occupational disease, that clubs do not take appropriate measures to mitigate these risks of injury.

In addition to these particularly high risks of injury, the pressure brought to bear on players, in the media, in their sport itself, or in managing their finances, combined with factors related to their fame, generates an additional risk of harm to their mental health.

²⁹⁷ *L’Équipe*, 20 May 2025: <https://www.lequipe.fr/Football/Actualites/-on-est-tous-petes-le-temoignage-de-fabien-barthez-sur-l-etat-physique-des-footballleurs-apres-une-carriere-de-haut-niveau/1563012>

²⁹⁸ *RMC Sport*, 7 May 2025: https://rmcsport.bfmtv.com/football/ligue-des-champions/inter-barca-je-ne-sentais-plus-bien-ma-jambe-lautaro-martinez-a-joue-malgre-la-douleur-apres-avoir-passe-deux-jours-a-pleurer-chez-lui_AV-202505070195.html

²⁹⁹ Footmercato, 11 March 2025: <https://www.footmercato.net/a2743667134657981143-inter-marcus-thuram-joue-blesse-depuis-un-mois>

³⁰⁰ Footmercato, 2 December 2024: <https://www.footmercato.net/a6035004972703540573-nice-tanguy-ndombele-joue-blesse-depuis-plus-dun-mois>

The International Labour Organization highlighted this in its brief of 30 May 2024:

“The physical demands placed on athletes, coupled with serious physical injuries, competition for selection and concerns about career transitions have been linked to mental health risks like depression and anxiety. Cultural influences on mental health include the lack of acceptance of women athletes, the lower acceptability of mental health symptoms and disorders among non-white athletes, the non-disclosure of religious beliefs and a higher dependence on revenue derived from sports careers.

...

Athletes, especially as they advance in their careers, are at increased risk of experiencing various forms of interpersonal violence, including psychological, physical and sexual abuse. This risk can originate from different sources in the sports environment, including coaches, authority figures, fellow athletes and even fans. Studies suggest that athletes face a notably higher prevalence of psychological violence compared to the general population. Female athletes are at a higher risk of experiencing sexual violence compared to their male counterparts, yet sexual violence remains a risk for athletes regardless of gender and across different countries. A culture of silence in many sports organizations can perpetuate abuse and isolate athletes, making it easier for violations to go unnoticed. Notably, sexual abuse is a particularly grave and widespread issue among vulnerable groups in the sporting community, including child athletes, para-athletes and LGBTIQ+ athletes. The consequences can be devastating and long-lasting, including loss of self-esteem, depression, anxiety, substance use disorders and even suicide.”³⁰¹

³⁰¹ Op. cit., p. 23.

Professors Godderis, Mortelmans and Hendrickx have also pointed out the following issues:

“Symptoms of depression are more common among football players than the rest of the population. Increased training workloads, combined with inadequate recovery times, can have an adverse impact on players’ mood and general mental health. Psychosocial factors such as histories of stress and certain personality traits are consistent predictors of injury rates. Introducing psychological support and regular monitoring of players’ mood into injury prevention programmes could improve their mental health and performance, reducing injury rates and fostering general well-being, particularly where it comes to coping with the challenges of constant travel and game-related pressures.”³⁰²

The UNFP player survey confirmed what impact a congested schedule can have on professional footballers’ mental health. Of the 359 footballers questioned, 160 stated that their mental health had been undermined because of excessive workloads or inadequate rest times:³⁰³

18. **Au cours de votre carrière, avez-vous subi des effets négatifs sur votre santé mentale et votre bien-être en raison d'une charge de travail excessive et/ou de périodes de récupération insuffisantes ?**

(0 point)

● Non	193
● Oui, une fois	89
● Oui, plusieurs fois	71



18. **During your career, has your mental health suffered because of excessive workloads and/or insufficient recovery periods?**

No	193
Yes, once	89
Yes, several times	71

In an interview by *Eurosport*, the doctor of psychology and specialist in mental preparation Anthony Mette gave his expert opinion on the mental burden on professional footballers because of the congested schedule:

³⁰² *Étude de la charge de travail sur la santé et le bien-être des joueurs de football*, p. 6.

³⁰³ Player survey, question 18.

“With these congested schedules are we going to reach a point where players no longer have the tools to cope?”

A. M.: It’s already the case. Players do not have the weapons to deal with all this. I think that, physically, they may just about have enough because there are more people to help them with this in their entourage. Nowadays, physical preparation is tailor-made for individuals, and so much the better. On the emotional side though, there is nothing. It has to be recognised that top-level sport is extremely demanding both on the physical front and on the emotional front, and that players cannot play so many matches at full tilt all the time. They can’t go straight on from a winter World Cup to a championship in springtime. The body and the brain need rest time which they are no longer getting. This means that players get injured and are then forced to rest. Either that or they are intelligent and manage to take a step back and withdraw a little. But the rhythm really has become frantic.

Have you witnessed the decline in motivation which some players have talked about recently?

A. M.: Yes, it really is crazy. If it’s Raphaël we’re talking about, that’s different because he’s part of the world elite. With his club and the French national team, he really did have very, very few days’ rest per year. This has an impact on the family, because a player in this situation sees very little of his children. He’s always travelling, taking the plane every four days. ... So that’s a special case. However, it is also complicated for players in mid-table Ligue 1 teams for example. The matches keep coming and the seasons keep coming.

Is there really an established link between lack of motivation or overwork and injury?

A. M.: What the science has been telling us for a very long time now – although it’s taking a long time for coaching teams to accept it – is that the main factor underlying injury is stress. Players get injured because they have been subject to repeated stress or extreme stress for several days. This leads, for example, in a loss of concentration when they are pushing off on one leg and results in injuries which could be seen as ‘stupid’”.³⁰⁴

When interviewed on this subject, Emmanuel Orhant, the FFF medical director, expressed his concern “for top-level players who are playing far too much and are harming themselves psychologically and physically”.³⁰⁵

³⁰⁴ *Eurosport*, 25 September 2024: https://www.eurosport.fr/football/raphael-varane-retraite-a-31-ans-si-ca-continue-on-va-se-diriger-vers-des-carrieres-plus-courtes_sto20040165/story.shtml

³⁰⁵ *L’Équipe*, 20 May 2025: <https://www.lequipe.fr/Football/Article/-le-football-ne-fait-pas-de-beaux-vieux-emmanuel-orhant-directeur-medical-de-la-fff-raconte-les-traumatismes-des-anciens-joueurs/1562984>

Here again, several players have spoken of the mental burden under which they are placed over their career. For instance Saliou Ciss has said that “the public often has a distorted image of what life is like for most footballers in national teams who play abroad. We aren’t all on the same footing even though we all want to reconcile our clubs’ interests with those of our national federations. People should be aware that these journeys, which do not, quite frankly, take place in optimum conditions worthy of a top-level athlete, add to the fatigue of an increasingly demanding profession, harm us physically and sometimes undermine the morale of even the bravest among us”.³⁰⁶

Sometimes mental health problems stem from injuries to footballers, coupled with the pressure they are placed under to play. In this connection, Benoît Trémoulinas has said that because of what is at stake financially, both managers and players were under huge pressure for injured players to play while explaining that “this was hard psychologically, because I was in pain for years”.³⁰⁷

To sum up, professional footballers are in an unusual situation compared to other employees, because they are at increased risk of injury and increased risk of mental health problems.

³⁰⁶ FIFPRO annual report 2022, p. 39:

https://fifpro.org/media/u0wfy0ba/220610_fifpro_men_pwm_flash_en_digital-2.pdf

³⁰⁷ *L'Équipe*, 20 May 2025: <https://www.lequipe.fr/Football/Article/Benoit-tremoulinas-j-avais-mon-genou-qui-faisait-cloc-cloc-cloc/1562982>

- b) *First complaint: the lack of any prevention policy and any regulations relating to the specific risks of professional footballers (Article 3, §§ 1 and 2)*

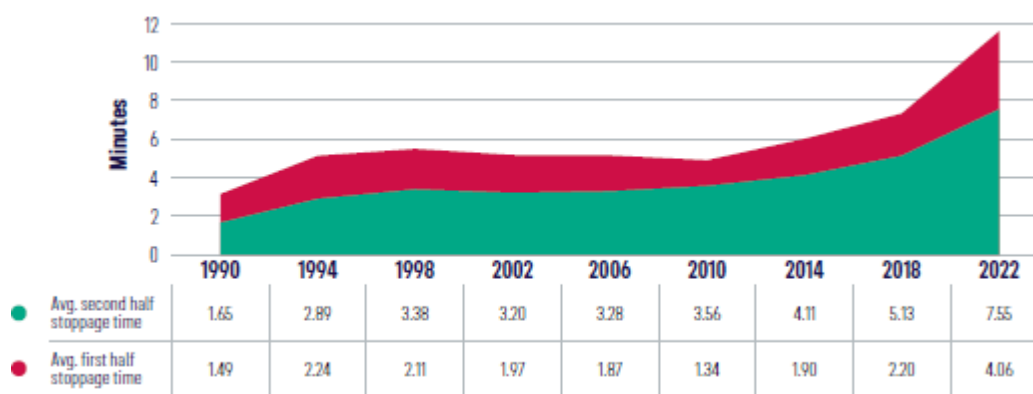
XXIX. In addition to these risks of injury and damage to professional footballers' mental health, which stem from the nature of their work, several aggravating factors have arisen from the way in which football has developed and the lack of regulations in this area.

Firstly, no rules have ever been established to limit footballers' game time. This led to a substantial increase in the amount of stoppage time added on to matches at the FIFA World Cup in Qatar.³⁰⁸ FIFPRO has drawn up a graph showing the increase in stoppage time since the 1990 World Cup, which shows that it has increased five-fold:

IMPACTFUL STOPPAGE TIME

FIFA revised the usual interpretation of stoppage time for the 2022 tournament to increase the time the ball is actually in play. While this is arguably good for the overall spectacle, the potential workload implications must not be overlooked. The implementation of the new policy led to an average stoppage time of approximately 11.6 minutes in Qatar (excluding matches that went into extra time). This is a nearly 60% increase compared to the previous edition in Russia and twice the amount traditionally seen in past decades. If this policy change is to be widely adopted, competition organizers and governing bodies need to consider the impact of extended playing time when it comes to fixture planning.

Evolution of Stoppage Time at the FIFA World Cup™



Source: FIFPRO PWM, Football Benchmark analysis

³⁰⁸ FIFPRO annual report 2023, p. 20.

Subsequently, new directives transposed the policy applied by FIFA in Qatar to all European and international competitions.³⁰⁹

Only UEFA has restricted the stoppage time that can be added to matches in its competitions, limiting it to ten minutes.³¹⁰

All of this means that in each game, players play longer.

This increase in match time adds to professional footballers working hours and hence to their risk of injury.

It should be pointed out in this respect that stoppage time is played at the end of halves, in other words at a point when bodies are particularly tired and therefore vulnerable.

In addition, there are no rules governing the maximum number of matches a player may play per season.

In this connection, about 10% of footballers playing in Ligue 1 play 55 matches on average per season while 38% play between 40 and 54.³¹¹

The following table, drawn up by Football Benchmark, shows that many players are included in squads more than 55 times – and up to 72 times – per season.³¹²

³⁰⁹ *Eurosport*, 16 September 2023: https://www.eurosport.fr/football/temps-additionnel-allonge-dans-le-football-un-bilan-helas-positif_sto9795818/story.shtml

³¹⁰ *L'Équipe*, 31 August 2023: <https://www.lequipe.fr/Football/Actualites/L-uefa-souhaite-eviter-les-temps-additionnels-a-rallonge/1416971>

³¹¹ Report by Football Benchmark.

³¹² *Idem*, pp. 56 and 57.

For the 2021-2022 season:

Top 20 players by matchday squad inclusions in the 2021/2022 season

Rank	Player name	Club	Nationality	Total matchday squad inclusions	Avg. time between inclusions (hours)	Total appearances	Total minutes played
1	Mattéo Guendouzi	Marseille	France	72	108.5	66	5,491
2	William Saliba	Marseille	France	70	109.7	66	6,011
3	Aurélien Tchouaméni	Monaco	France	68	120.3	67	5,424
-	Jonathan David	Lille	Canada	68	112.1	68	5,282
5	Gerson	Marseille	Brazil	67	112.2	58	4,395
-	Duje Caleta-Car	Marseille	Croatia	67	113.3	47	3,868
-	Sofiane Diop	Monaco	France	67	119.6	59	3,526
8	Cengiz Ünder	Marseille	Turkey	66	119.8	62	4,665
-	Wissam Ben Yedder	Monaco	France	66	116.2	58	3,867
-	Pape Gueye	Marseille	Senegal	66	121.1	59	3,508
11	Thilo Kehrer	PSG	Germany	65	123.4	50	3,500
12	Angel Gomes	Lille	England	63	128.8	44	1,822
13	Steve Mandanda	Marseille	France	62	115.9	24	2,219
-	Hamari Traoré	Rennes	Mali	62	124.0	59	5,309
-	Bamba Dieng	Marseille	Senegal	62	116.6	54	2,480
16	Keylor Navas	PSG	Costa Rica	61	125.5	44	3,998
-	Nayef Aguerd	Rennes	Morocco	61	125.6	60	5,575
18	Eliot Matazo	Monaco	Belgium	60	127.4	38	1,941
-	Danilo Pereira	PSG	Portugal	60	122.1	47	3,751
-	Achraf Hakimi	PSG	Morocco	60	130.5	59	5,106
-	Boubacar Kamara	Marseille	France	60	134.4	56	4,588

For the 2022-2023 season:

Top 20 players by matchday squad inclusions in the 2022/2023 season

Rank	Player name	Club(s)	Nationality	Total matchday squad inclusions	Avg. time between inclusions (hours)	Total appearances	Total minutes played
1	Youssef Fofana	Monaco	France	67	128.3	63	5,083
-	Axel Disasi	Monaco	France	67	128.7	60	5,259
3	Vitinha	PSG	Portugal	66	122.1	60	3,983
4	Jordan Veretout	Marseille	France	65	125.7	53	4,236
5	Ismail Jakobs	Monaco	Senegal	63	132.2	57	2,639
6	Eliot Matazo	Monaco	Belgium	62	134.2	44	2,586
-	Lesley Ugochukwu	Rennes	France	62	123.4	51	2,941
-	Lovro Majer	Rennes	Croatia	62	127.6	61	3,196
9	Gianluigi Donnarumma	PSG	Italy	61	126.5	60	5,596
-	Doğan Alemdar	Rennes	Turkey	61	129.3	18	1,308
-	Warren Zaïre-Emery	PSG	France	61	122.5	46	2,168
12	Mattéo Guendouzi	Marseille	France	60	129.8	49	3,514
-	Cengiz Ünder	Marseille	Turkey	60	131.9	58	4,089
-	Kylian Mbappé	PSG	France	60	131.9	60	5,275
-	Takumi Minamino	Monaco	Japan	60	129.0	35	1,643
16	Angel Gomes	Lille	England	59	143.5	58	4,228
-	Danilo Pereira	PSG	Portugal	59	127.2	55	4,062
-	Marquinhos	PSG	Brazil	59	130.4	58	4,974
-	Alexander Nübel	Monaco	Germany	59	136.0	57	5,362
-	Lionel Messi	PSG	Argentina	59	132.4	59	5,437

Furthermore, despite the fact that the number of players employed by clubs is on the increase, clubs actually only use a limited number of players.

The national technical directorate of the Ministry of Sport published a study in which it found that 90% of a Ligue 1 team's game time is spread over the same 16 players.³¹³ A survey carried out by Football Benchmark also showed that only seven or eight players accounted on average for half of all the minutes played by a team during a season.³¹⁴

The explanation for this is that managers are placed under such pressure to get results that they pick their best players for every match.

This leads the same professional footballers to play a large number of consecutive matches.

FIFPRO has highlighted the fact that some players played up to 77% of matches back-to-back, thus reducing their rest times accordingly:

SHORT RECOVERY PERIODS

Top 10 players by back-to-back appearances made

Rank	Player name	Club(s)	Nationality	Date of birth	Total back-to-back appearances	of which: club - domestic	of which: club - international	of which: club - friendly	of which: national team	Total appearances	Back-to-back %
1	FREDRIK AUKSNES			10/02/1995	51	30	11	4	6	66	77.3%
2	SAUD ABDELHAMID			18/07/1999	50	31	10	-	4	68	73.5%
-	CRISTIANO RONALDO			05/02/1985	50	37	13	3	7	68	73.5%
4	JULIAN ALVAREZ			31/01/2000	49	36	10	2	11	70	69.9%
-	JOHN MCGINN			18/03/1994	49	30	11	4	9	71	69.0%
6	JAN OBLAK			07/01/1993	48	30	9	2	7	70	68.6%
-	ANGEL DI MARIA			14/02/1988	48	27	9	4	8	66	72.7%
8	FEDERICO VALVERDE			22/07/1998	47	26	11	3	7	71	66.2%
-	BERAT DUMSTI			19/02/1992	47	30	10	-	7	67	70.1%
10	ANTOINE GRIEZMANN			27/03/1991	46	28	7	3	8	66	69.7%

Source: FIFPRO Men's Player Workload Monitoring Platform

Nor are there any rules on minimum recovery periods after a competition. At the very most, Article 526 of the French football championships regulations prohibits two championship matches from being scheduled on two consecutive days.

³¹³ *L'Équipe*, 19 November 2021: <https://www.lequipe.fr/Football/Actualites/Il-y-a-1361-joueurs-pros-en-france-un-chiffre-constant-eg/1299906>

³¹⁴ Report by Football Benchmark, p. 63.

In its 2023 report, FIFPRO highlights the number of days separating the last match played by certain players for their national team at the FIFA World Cup in Qatar and the first match they played with their club side following this competition:³¹⁵



This shows that clubs were free to use players who had played in the World Cup without granting them a minimum recovery period, even though they had just been through a particularly physically and mentally demanding time.

Some players were forced to play only a handful of days after their last match, with no account taken of the climate difference with Qatar,³¹⁶ the long time away from home,³¹⁷ the length of return flights and potential jet lag.

In its 2024 annual report,³¹⁸ FIFPRO highlighted the recovery periods granted to players who had played in the AFC Asian Cup and the Africa Cup of Nations.

³¹⁵ FIFPRO annual report 2023, p. 18.

³¹⁶ It should be recalled that the 2022 World Cup was held in midwinter.

³¹⁷ A whole month.

³¹⁸ FIFPRO annual report 2024.

Some were given only one day to recover between their last game for their national team and their first club match. For instance, Takumi Minamino played on Sunday 4 February 2024 for his club AS Monaco having played the day before for his national team. In less than 24 hours, he played two consecutive matches and made the journey from Qatar to Monaco.

RECOVERY AFTER IN-SEASON NATIONAL TEAM TOURNAMENTS

The latest editions of the AFC Asian Cup and the CAF Africa Cup of Nations were both held during the 2023/24 club season, resulting in many players returning to their clubs mere days after their last appearances at the tournaments. It is important to recognise the impact of travel on a player's recovery.



No specific regulations protect players from this type of situation.

When questioned by the UNFP on this subject, most professional footballers said that they were not given enough recovery time after international matches and pointed to the risk of injury to which this gives rise.³¹⁹

13. **Pensez-vous, de manière générale, que vous disposez d'un temps de récupération suffisant après un voyage international avant de reprendre l'entraînement / matches avec votre club ?** (0 point)

● Non, je n'ai généralement pas a... 233
● Oui, j'estime être suffisamment ... 126



13. **Do you feel that on the whole, you have enough time to recover after international matches before resuming training or matches with your club?**

No, not on the whole 233
Yes, I have enough time 126

14. **Vous sentez vous plus susceptible de vous blesser lors du premier match de votre club après votre retour d'un voyage à l'étranger, en raison d'un temps de récupération ou d'un temps de préparation réduit ?** (0 point)

● Oui, parfois 194
● Oui, toujours 34
● Non, je ne me sens pas plus sus... 131



14. **Do you feel that you are likely to get injured during your first match back with your club after international breaks because you have not had enough recovery time?**

Yes, sometimes 194
Yes, always 34
No 131

Likewise, there are no rules on the number of trips or maximum flight times to which players should be subject.

³¹⁹ Player survey, questions 13 and 14.

As a result, many players must cope with a large number of trips and long flights, most of which involve periods of jet lag:

INTERNATIONAL TRAVEL

Top 10 players with the highest international travel time

Rank	Player name	Club(s)	Nationality	Date of birth	International travel time (hours)	Travel distance (km)	Total trips made
1	CRISTIAN ROMERO			20/01/1998	218	162,978	25
2	JULIAN ALVAREZ			31/01/2000	204	153,809	39
3	RODRIGO DE PAUL			24/05/1994	198	150,480	32
4	DAVIDSON SANCHEZ			02/06/1996	193	142,509	29
5	JOSÉ CIFUENTES			02/03/1999	189	143,381	32
6	ALEXIS MAC ALLISTER			24/02/1996	189	143,333	32
7	EMILIANO MARTINEZ			02/03/1992	189	141,927	37
8	LAUREANO MARTINEZ			22/06/1997	188	143,158	31
9	HIDEMASA MORITA			10/03/1995	186	142,329	28
10	FACUNDO PELLISSIERI			20/02/2001	186	141,080	31

Source: IFPRO Men's Player Workload Monitoring Platform

Football Benchmark drew up a ranking of the footballers playing in the French Championship who had made the most international away trips in the 2021-2022 and 2022-2023 seasons. Some of them had spent a total of eight full days on board a plane:³²⁰

Top 20 by international travel load in the 2021/2022 season

Rank	Player name	Club(s)	Nationality	Total no. of trips	No. Time zone crossings	Total time (hours)
1	Marquinhos	PSG	Brazil	27	76	199
2	Ángel Di María	PSG	Argentina	27	62	188
3	Leandro Paredes	PSG	Argentina	20	58	177
4	Jonathan David	Lille	Canada	32	96	172
5	Neymar	PSG	Brazil	22	64	180
6	Keylor Navas	PSG	Costa Rica	27	76	149
7	Ui-Je Hwang	Bordeaux	Korea Rep.	21	86	147
8	Gerson	Marseille	Brazil	26	58	148
9	Timothy Weah	Lille	United States	29	72	135
10	Guillermo Maripán	Monaco	Chile	16	46	132
-	Lionel Messi	PSG	Argentina	19	42	130
12	Idrissa Gueye	PSG	Senegal	25	18	113
13	Hamari Traoré	Rennes	Mali	26	18	110
14	Kamaldeen Sulemana	Rennes	Ghana	22	12	106
15	Hamadou Fofana	Amiens	Mali	18	18	103
16	Bamba Dieng	Marseille	Senegal	27	26	100
17	Chadrac Akolo	Amiens	Congo DR	16	12	100
18	Alfred Gomis	Rennes	Senegal	23	12	99
19	Bideon Mensah	Bordeaux	Ghana	16	16	93
20	Abdou Diallo	PSG	Senegal	23	14	92

Top 20 by international travel load in the 2022/2023 season

Rank	Player name	Club(s)	Nationality	Total no. of trips	No. Time zone crossings	Total time (hours)
1	Lionel Messi	PSG	Argentina	27	64	140
2	Achraf Hakimi	PSG	Morocco	31	32	106
3	Guillermo Maripán	Monaco	Chile	28	30	103
4	Marquinhos	PSG	Brazil	26	58	99
5	Vitinha	PSG	Portugal	30	36	94
6	Daniilo Pereira	PSG	Portugal	26	36	92
7	Neymar	PSG	Brazil	16	36	88
8	Krepin Diatta	Monaco	Senegal	30	20	85
9	Nuno Mendes	PSG	Portugal	23	34	83
10	Kyllian Mbappé	PSG	France	27	30	81
-	Alexis Sánchez	Marseille	Chile	17	22	78
12	Christopher Wood	Rennes	Cameroon	17	28	77
13	Jonathan David	Lille	Canada	16	36	74
14	Gianluigi Donnarumma	PSG	Italy	24	24	72
15	Hamari Traoré	Rennes	Mali	18	12	64
16	Ismail Jakobs	Monaco	Senegal	28	16	63
17	Soungoutou Magassa	Monaco	France	18	16	60
-	Warren Zaïre-Emery	PSG	France	17	24	60
19	Binger Maling	Rennes	Norway	23	14	58
-	Doğan Akdemir	Rennes	Turkey	20	22	58

Note: Only travel time spent on a plane in relation to club and national team games were included in the calculation, including friendlies.

³²⁰ Report by Football Benchmark, p. 59.

Like the increase in the number of matches, the number and the length of trips also contributes to increased risk of injury.

In this connection, Professors Godderis, Mortelmans and Hendrickx stated as follows:

“Journeys increase football players’ workload. To gain a better understanding of this, we can refer to other publications which highlight the two main criteria: travel fatigue and jet lag. Travel fatigue grows steadily throughout a long trip, regardless of the mode of transport, and includes symptoms such as general tiredness and disorientation. Jet lag is a sleep disorder which occurs after journeys across several time zones. Long-haul flights also pose other risks such as an increased risk of deep-vein thrombosis, infections of the upper respiratory tract and gastrointestinal symptoms”.³²¹

Football Benchmark also pointed to this link in its study:³²²

Relation entre la charge de travail et les blessures

Groupe témoin par rapport au groupe blessé – 28 jours avant la blessure

À quoi ressemblait une période moyenne de 28 jours pour un joueur du « groupe témoin » ?
Quelle était la charge de joueurs blessés dans les 28 jours précédant la blessure ?
Analyse des saisons 2021/22 - 2023/24

	Groupe témoin	Groupe de blessures	
Taille de l'échantillon	367 observations	459 observations	Différence entre les blessures et le groupe témoin
Inclusion de l'effectif le jour du match	4.3	4.6	+8%
Temps moyen entre les inclusions de l'effectif du jour de match (heures)	151.0	153.8	+2%
Apparitions en match	3.6	4.0	+12%
Matches commencés	2.6	3.0	+14%
Minutes jouées	253	279	+10%
Deux apparitions consécutives	1.5	1.9	+25%
Deux minutes jouées consécutives	108	131	+21%
Nombre de voyages internationaux effectués	1.2	1.6	+28%
Durée du voyage international (heures)	3.5	4.5	+30%

According to this table, players who were injured in the last 28 days had played 10% more minutes than those who were not injured, played 25% more consecutive matches and spent 30% more time travelling.

In addition, professional footballers are forced to do their work under conditions which raise ever increasing concerns for their health.

³²¹ Étude de la charge de travail sur la santé et le bien-être des joueurs de football, p. 7.

³²² Report by Football Benchmark, p. 29.

FIFA has no qualms about holding competitions in countries with very high temperatures and scheduling matches during these tournaments in the middle of the day.

For instance, at the FIFA Club World Cup held in the United States, the temperatures in some host cities reached 32°C in the shade, with perceived temperatures reaching up to 38°C.³²³ The match between Paris Saint-Germain and Atletico Madrid was played in Pasadena (California), with the kick-off at midday, when the temperature was 33°C in the shade and 45°C in the sun (which is where the players were).³²⁴

A study by the University of Warsaw has demonstrated that, in 10 of the 16 stadiums which are scheduled to host games at the 2026 World Cup, footballers will be exposed to a “very high risk of extreme thermal stress”, in which the body is no longer able to regulate its temperature.³²⁵ Worse still, in three stadiums (Arlington, Houston and Monterrey), players will have to endure temperatures of up to 50°C.³²⁶

Whereas many experts are calling for these matches to be played later in the day, when temperatures fall, FIFA has refused to take any concrete measures other than cooling breaks. It continues to schedule matches in the middle of the day so that European TV viewers can watch them. FIFPRO has alerted it to the problem but there has been no response:

“At the Club World Cup, 35 of the 63 scheduled matches will be played earlier than 5pm. According to research by the group Fossil Free Football, eight of the 11 stadiums have no or limited cover from the elements and four locales have experienced “notable heat events” (with temperatures at least in the high 30s) over the past five years.

The sole reference to extreme weather in FIFA’s regulations for the Club World Cup relates to the use of cooling breaks, which allow players to take on extra fluids once in each half if the wet-bulb globe temperature (WBGT) (a measure of heat stress that includes humidity and air movement) exceeds 32C on the pitch. This is the

³²³ *RMC Sport*, 19 June 2025: https://rmcsport.bfmtv.com/football/mondial-des-clubs/chaleur-intense-violents-orages-a-un-an-du-mondial-2026-faut-il-s-inquieter-de-la-meteo-a-la-coupe-du-monde-des-clubs_AV-202506190420.html

³²⁴ *Eurosport*, 17 June 2025: https://www.eurosport.fr/football/coupe-du-monde-des-clubs/2025/coupe-du-monde-des-clubs-2025-un-probleme-de-plus-en-plus-important-pourquoi-la-chaleur-inquiete-a-un-an-du-mondial_sto23193110/story.shtml

³²⁵ <https://pubmed.ncbi.nlm.nih.gov/39609479/>

³²⁶ *Le Monde*, 17 June 2025: https://www.lemonde.fr/sport/article/2025/06/17/a-la-coupe-du-monde-des-clubs-la-programmation-des-matches-a-des-heures-de-chaieurs-extremes-fait-polemique_6613927_3242.html

protocol in place since 2014, and for the international players' union, FIFPRO, it is insufficient. It argues that the threshold for cooling breaks should be between 28C and 32C under the WBGT, with options for a second drinks break per half. If the heat rises above 32C, FIFPRO argues, matches should be rescheduled.

With tournaments like the Club World Cup featuring dense match schedules and hot climates in locations such as Orlando and Miami, extreme heat is becoming an increasingly important health and safety issue in professional football. FIFPRO will closely monitor the situation in the coming weeks with a view to prioritising player welfare over other considerations.”³²⁷

These factors , which increase the risk of injury, should be subject to stricter regulations to prevent or reduce risk.

Yet, as we have just seen, no injury risk prevention policy or regulations to manage these aggravating factors have been implemented to take account of professional footballers' particular situation, thus giving clubs and national teams complete freedom to use players as they see fit.

Nor has any measure been introduced to prevent the mental health problems to which professional footballers are prone.

In its brief of 30 May 2024, the International Labour Organization made the following observations on this point:

“Despite these pressures, many athletes hesitate to seek mental health support due to stigma, busy schedules, negative past [experiences when] seeking treatment and a culture of hypermasculinity. It is notable that sports federations in many countries lack specific policies on athletes' mental health needs. Doping also remains a significant concern, not only affecting the integrity of sports but also posing serious health risks to athletes, as many banned substances have long-term adverse effects on both physical and psychological well-being”.³²⁸

In the absence of any measure intended to preserve professional footballers' mental health, several players have decided to take early retirement.

³²⁷ *The Guardian*, 13 June 2025: <https://www.theguardian.com/football/2025/jun/13/extreme-heat-poses-a-danger-to-players-and-fans-at-club-world-cup>

³²⁸ *Op. cit.*, p. 23.

For example, on 12 March 2024, the Norwegian footballer Fredrik Aursnes decided to retire from international football, at the age of 28. The explanation he gave for this choice was that he wanted to prioritise other things than football in his life.³²⁹

³²⁹ FIFPRO report 2024, p. 41.

It should also be recalled that after the FIFA World Cup in Qatar, the French player Raphaël Varane, who was 29 at the time, decided to retire from international football. He explained his decision in the following terms: “I nearly didn’t take part in the World Cup in 2022 because I was falling apart. I ended the tournament on my knees. I’d given everything. If we had won, I would have announced it straight away. This was the most important decision of my career. I take things completely to heart. Mentally, I sometimes can’t even concentrate any more at the end of a season. We’ve lost matches in June when we couldn’t concentrate because we were completely burnt out. Sometimes when I’m with my family, who I left when I was 13, I can’t switch off. I’m there but I’m not there. I need a breather; I’m suffocating. The hardest thing was calling the manager, but he wasn’t surprised”.³³⁰

When questioned on this subject by the UNFP, a very large majority of footballers revealed that they were unaware of the existence of any regulations or measures intended to protect their health and safety:³³¹

19. Êtes-vous au courant de l'existence de réglementations ou de mesures de protection visant à protéger votre santé en tant que joueur professionnel ? (0 point)



19. Are you aware of the existence of any regulations or measures designed to protect your health as a professional player?

Yes 40

No 314

The managers questioned responded similarly:³³²

³³⁰ <https://www.footmercato.net/a3186021468229178590-edf-raphael-varane-explique-les-raisons-de-sa-retraite-internationale>

³³¹ Player survey, question 19.

³³² Manager survey, question 14.

14. Avez-vous connaissance de l'existence de réglementations ou des lignes directrices au niveau de la FIFA, de l'UEFA, de la Ligue ou d'un club qui établissent des règles communes sur le repos, la récupération et les matches consécutifs des joueurs ?

(0 point)



14. Are you aware of the existence of any FIFA, UEFA, league or club regulations or guidelines which lay down standard rules on rest, recovery and consecutive matches for players?

Yes 5

No 61

This shows the extent to which any measures designed to prevent the risk of injury or to alleviate aggravating factors are either non-existent or obscure.

It is for the state, which has delegated its powers to the FFF, to take the necessary measures to prevent threats to the health and safety of professional footballers.

It is quite clear that the French state is completely failing in this because it has allowed all the factors which aggravate these risks to build up without reacting.

Therefore, by failing to devise a risk prevention policy for professional footballers or to take the necessary measures geared to the specific health and safety risks run by professional footballers and in failing to see to it that their employers adopt such measures, the French state is in breach of Article 3§§1 and 2 of the Charter.

*

c) Second complaint: the lack of co-operation (Article 3§1)

XXX. It also goes without saying that the more a worker works, the greater the risks are that he will have an accident at work or an occupational

disease. In the specific case of professional footballers, the more matches they play, the more likely they are to get injured.

The result is that when competitions are created or existing ones are changed, resulting in an increase in the number of matches held, there is a commensurate increase in professional footballers' risks of injury.

In this context, before any decision to set up a new competition or make changes to an existing one, there should be co-operation between the state, clubs and footballers to determine the risks these decisions pose and identify measures to prevent them.

However, as mentioned above (in section XXIII), competitions are set up without taking players' views into account. The example of the Club World Cup is telling.

Similarly, the format of competitions may be changed without prior consultation of the players. Here again, the example of the 2026 FIFA World Cup, which is to be expanded from 32 to 48 teams and from four to five weeks, shows the lack of any co-operation with the main parties concerned, namely the players.

Lastly, competition schedules are decided on unilaterally by organisers, namely FIFA at international level, UEFA at European level and the LFP at national level.

There is no co-operation between competition organisers, clubs and footballers to identify the risks of injury caused by the increase in the number of matches or to prevent these risks from materialising.

Yet, many measures could be contemplated to reconcile increased match numbers with the protection of footballer health:

- a limit on stoppage time;
- an upper limit on the number of matches that may be played by each player each season;
- a limit on the number of consecutive matches that may be played by each player;
- a minimum rest period between two consecutive matches;
- a minimum rest period between away trips and matches;
- a limit on the number of away trips during a season.

In this connection, FIFPRO has conducted a survey called the Delphi Study, in which it questioned 70 experts working in its high-performance network or the medical teams of clubs or national teams to arrive at a consensus on the minimum guarantees which should be strictly and immediately respected.

The consensus, considered to have been reached where 75% of the experts responded identically, applied to the following 12 statements:

- **In-season rest and recovery:** there should be a minimum of two days between appearances to allow players to recover properly.

- **In-season rest and recovery:** a diagnosed injured player should not compete in a match until cleared by a medical professional from the player's club.
- **In-season rest and recovery:** players should have one mandatory day off per week.
- **Off-season break:** players should be guaranteed a minimum of 4 weeks between seasons (off-season break), with no club or national team travel, training or media commitments.
- **Off-season break:** the off-season break should include a black-out period of 2 weeks.
- **Off-season break:** there should be a minimum 4-week retraining period after an off-season break before competition resumes.
- **Off-season break:** clubs should provide players with optional monitoring (e.g. following a prescribed training or wellness monitoring programme) during the off-season break.
- **Mid-season break:** there should be a mandatory mid-season break of 1 week, with no club or national team travel, training or media commitments.
- **Travel:** the increased burden of travel resulting in either travel fatigue or jet lag should be considered when scheduling fixture calendars.
- **Travel:** there should be a rest period between a long-haul flight and subsequent squad inclusion for players to recover properly from travel fatigue or jet lag.
- **Young player safeguards:** there should be specific workload safeguards for academy players (under 18 years old).
- **Young player safeguards:** more research is needed to decide whether there should be specific workload safeguards for young players (under 21 years old).³³³

The experts were also close to reaching consensus on the following points:

- **Match workload limit:** 69 % of experts agreed that there should be a limit on the number of matches played per season but disagreed on the exact number.

³³³ FIFPRO Delphi study.

- **Match workload limit:** 67 % supported separate limits for club and national team matches – players should be available to represent their country.
- **Fixture congestion:** 60 % of experts were for a maximum of 3 consecutive weeks with 2 appearances per week.
- **Fixture congestion:** 64 % were against a limit on consecutive back-to-back squad inclusions.
- **Off-season monitoring:** 67 % of experts agreed that players should be monitored during the off-season.
- **Travel burden:** 69 % supported a two-day rest period between long-haul flights and subsequent squad inclusions.
- **Young player safeguards:** over 70 % endorsed specific workload safeguards for U21 players but called for more research on the specifics.

Despite these proposed measures, competition organisers prefer to decide alone on the rules, and this prompts the clubs to bow to sporting and financial pressure and always pick their best players for every match.

Furthermore, the FFF simply requires players to respect the FIFA match schedule and never invites the social partners, one of whom is the UNFP, to make proposals and recommendations. As a member of FIFA, the FFF could have made its status count and objected to the plans of the governing body, referring in particular to its duty to protect its members' integrity. It has never taken up a position of this sort.

The result of this lack of co-ordination and co-operation between the governing bodies, the clubs and the players is that it rules out any attempt to prevent injury risks among professional footballers stemming from the increase in the number of matches, game time and travel.

Consequently, by failing to organise co-operation with professional footballers on matters directly impacting their health and safety, the French state is in breach of Article 3§1 of the Charter.

d) *Third complaint: the high incidence of injuries and their increase in line with the increase in working time (Article 3§3)*

XXXI. As we have seen above (in section XXVIII), professional football is an activity in which the risk of injury or mental health problems is particularly high.

Nor is it the trend for such problems to decrease, in fact rather the opposite.

As the International Labour Organization noted in its brief of 30 May 2024, the increase in the workload of professional footballers is resulting in an increase in the risk of injury:

“Overall, factors like playing styles and prolonged competition periods contribute to increasing risks of enduring injuries and health issues among athletes. Elite athletes, in particular, face mounting workload demands driven by densely packed competition schedules and evolving formats, such as the overlap between the FIFA World Cup and domestic league seasons in 2022–2023. Intense training and competition schedules without sufficient recovery periods take a physical and mental toll on players and can contribute to shortening their active careers”.³³⁴

And, as was also seen above (in section XXIX), game time, rest time and travel time have a considerable influence on the risk of injury:

Relation entre la charge de travail et les blessures

Groupe témoin par rapport au groupe blessé – 28 jours avant la blessure

À quoi ressemblait une période moyenne de 28 jours pour un joueur du « groupe témoin » ?
Quelle était la charge de joueurs blessés dans les 28 jours précédant la blessure ?

Analyse des saisons 2021/22 - 2023/24

	Groupe témoin	Groupe de blessures	
Taille de l'échantillon	367 observations	459 observations	Différence entre les blessures et le groupe témoin
Inclusion de l'effectif le jour du match	4.3	4.6	+8%
Temps moyen entre les inclusions de l'effectif du jour de match (heures)	151.0	153.8	+2%
Apparitions en match	3.6	4.0	+12%
Matches commencés	2.6	3.0	+14%
Minutes jouées	253	279	+10%
Deux apparitions consécutives	1.5	1.9	+25%
Deux minutes jouées consécutives	108	131	+21%
Nombre de voyages internationaux effectués	1.2	1.6	+28%
Durée du voyage international (heures)	3.5	4.5	+30%

³³⁴ Op. cit., p. 22.

As this table shows, the longer players must play in each game, the more consecutive matches they play and the more they travel, the more prone to injury they are. As a result, because professional footballers are playing and travelling increasingly frequently, numbers of injuries have been growing significantly, a situation which will only be made worse by the latest reforms.

Alain Simon, a former doctor with Paris Saint-Germain and the French national team, described the problem as follows:

“Never-ending matches, decreased recovery times, the repeated effort involved in responding to the pressures of managers and supporters and the competition cultivated by coaches are all underlying causes of accumulated fatigue.

Fatigue, whether physical or psychological, is a clear risk factor. It affects players’ vigilance and heightens the dangers at the end of games.

All the statistics show increased sick leave and osteoarthritic damage.

The two most common types of injury are:

- trauma injuries such as ACL injuries, caused by players not supporting their weight properly when their vigilance has been affected, or injuries caused by contact with opponents which players no longer have the reflexes to avoid.

- osteoarthritic injuries stemming from attrition caused by an accumulation of micro-injuries when insufficient time is allowed for wounds to heal and competition between players or pressures from their entourage force players to play again too early.

Medical teams are often in an awkward position and forced to make concessions which would never be contemplated in an amateur context.

Today’s football schedule, with its ever-increasing number of matches and competitions, does not leave the necessary rest time for players to recover properly.

I have met many professional players who complain about the furious pace, resulting in an accumulation of injuries at the end of their career and disabling after-effects in their life after football”.³³⁵

³³⁵ Statement by Dr Alain Simon.

As early as 2010, a study by several professors published in the American Journal of Sports Medicine highlighted the effects of two matches per week on physical performances and injury rates. The professors noted that injury rates were significantly higher during matches than during training:

“Injury rate during match time (48.7 injuries per 1000 hours of exposure; 95% CI, 39.4-58.0) was significantly higher ($P \leq .001$) than that during training (3.7 injuries per 1000 hours of exposure; 95% CI, 2.7-4.6)”.

They also noted that during matches, injuries were more common at the end of each half:

“They found that the greatest injury rate occurred in the two 15-minute periods toward the end of both halves, with significantly more injuries ($P \leq .01$) in the second half of matches.”, *Hawkins RD, Hulse MA, Wilkinson C, Hodson A, Gibson M. The association football medical research programme: an audit of injuries in professional football. Br J Sports Med. 2001 ;35(1) : 43-47*

They then compared a group of players who had played two matches during the week to a group who had played only one:

“Injury caused by overuse was 2 times higher in G2 (n, 84) than in G1 (n, 42). These results suggest that inadequate recovery between matches leads to fatigue and increases the risk of injury associated with overuse. Results concerning the recurrent injuries seem to confirm this hypothesis given that reinjuries appear higher for G2 (n, 32) than G1 (n, 5)”.

This led them to the following conclusion:

“... Physical performance, as characterized by total distance covered, high-intensity distance, sprint distance, and number of sprints, was not significantly affected by the number of matches per week (1 versus 2), whereas the injury rate was significantly higher when players played 2 matches per week versus 1 match per week (25.6 versus 4.1 injuries per 1000 hours of exposure; $P \leq .001$).

The recovery time between 2 matches, 72 to 96 hours, appears sufficient to maintain the level of physical performance tested but is not long enough to maintain a low injury rate. The present data highlight the need for player rotation and for improved recovery

strategies to maintain a low injury rate among athletes during periods with congested match fixtures”.³³⁶

This study was subsequently borne out by others.

In particular, Professor J. Ekstrand carried out a study in 2013 on injuries in the UEFA Champions League. It focused on 1 500 players in 27 teams in ten countries and covered 11 seasons from 2001 to 2012.

In his conclusions, Professor Ekstrand noted that “the mean incidence of injury at top level football is 3 - 5 injuries per 1000 training hours and 25 per 1000 match hours”.

He also found that “the majority (70%) of injuries are due to trauma but almost one third (30%) of injuries are due to overuse and typically affect hamstrings, groin, knee and lower leg”.

His findings also bear out the 2010 study in that he states that “the risk of muscle injury is 6 times higher in matches compared to training and muscle injuries are more frequent towards the end of each half, fatigue might be an explanation”.³³⁷

In 2017, a new study by Professor Ekstrand and four other academics also confirmed the findings of 2010 concerning the increase in the risk of injury when players play two matches per week. This prospective study, carried out over 14 years and taking evidence from more than 130 000 matches came to the conclusion that “muscle injury rates were significantly lower in matches preceded by 6 (rate ratio (RR) 0.79; 95%CI 0.65 to 0.95) or 7–10 days (RR 0.81; 95%CI 0.71 to 0.93) compared with ≤3 days since the last match exposure”.³³⁸

Lastly, in 2024 a study on professional women footballers again highlighted the link between overuse and injury: “In summary, *instances of less than 5 days between matches* were higher in injured players. Players who sustained ACL injuries had more appearances, less rest time and travelled more extensively compared to the control group. No significant differences were found in the match workload and international travel patterns of

³³⁶ Gregory Dupont, Mathieu Nedelec, Alan McCall, Derek McCormack, Serge Berthoin et Ulrik Wisløff, Am J Sports Med 2010 38: 1752.

³³⁷ J. Ekstrand, Playing too many matches is negative for both performance and player availability, German sports medicine journal, volume 64, No. 1 (2013)

³³⁸ Bengtsson H, Ekstrand J, Waldén M et al., Br J Sports Med, 3 November 2017, doi: 10.1136/bjsports-2016-097399

players who sustained hamstring injuries and controls. This research underscores the need for careful consideration in developing match fixture schedules to protect players from injuries in elite women's football, and highlights the need for further research into the role of extensive travel in the susceptibility to ACL injuries in women's football. Strategies to increase rest and recovery are recommended to safeguard players".³³⁹

Therefore, since 2010 at least, it has been established that:

- playing two matches in the same week significantly increases the risk of muscle injury;
- injury rates are higher during matches than during training;
- injury rates are higher at the end of halves;
- injury risks are higher after travel.

Yet the various football authorities have taken no account of the risks revealed by these studies. Instead, they have decided to:

- increase the number of matches, thus adding to the number of journeys and training sessions and reducing rest time;
- lengthening stoppage times, whereas this is the point at which the injury risk is highest.

This has resulted in a considerable rise in the number of injuries.

For instance, in a study published by the British Journal of Sports Medicine, financed by UEFA,³⁴⁰ it was shown that the proportion of hamstring injuries and the corresponding number of days of absence has doubled in 20 years:

"The incidence of damage to hamstring muscles increased in men's professional football between 2001 and 2014. Players now train more intensively and match schedules are more congested. The proportion of injuries diagnosed as hamstring injuries rose from 12 % in 2001/02 to 24 % in 2021/22 while the proportion of numbers of days of absence caused by hamstring injuries increased from 10 to 20% over the same 21-year period".³⁴¹

Fearghal Kerin, a physiotherapist at Chelsea football club, believes that this increase in the number of hamstring injuries is due to fatigue and more

³³⁹ V. Gouttebauge, *Eur J Sport Sci.* 2024 ;1-9

³⁴⁰ <https://www.egora.fr/medical/actus-medical/foot-professionnel-augmentation-majeure-des-blessures-liee-lintensite-des>

³⁴¹ <https://www.neuroxtrain.com/articles/649/evolution-de-lexposition-aux-blessures-dans-le-football#:~:text=Depuis%2C%20les%20joueurs%20s'entra%C3%ACnent,24%20%25%20en%202021%2F22.>

sprinting. Professor Ernest Schilders, a surgeon specialising in hamstring injuries, talks of players “whose loads have gone up significantly”.³⁴²

Similarly, the insurance broker Howden has published a report demonstrating that injuries increased by 20% over the 2021-2022 season.³⁴³

The same broker has published another report describing the impact of the Qatar World Cup on professional footballers’ health and safety.

This showed that between October 2022 and January 2023, the average length of time for which players were unavailable rose from 11.35 days to 19.41 days after the 2022 World Cup and that there had been an increase in the severity of injuries to the ankle (170%), the calf or shin (200%) and the hamstring (130 %).³⁴⁴³⁴⁵ Furthermore, over the 2022-2023 season, Ligue 1 clubs had seen a 23% increase in the number of injuries.³⁴⁶ The following year, Howden noted that injuries had still increased by 4% compared to the previous season,³⁴⁷ rising to 15% in the English Premier League.³⁴⁸

There is therefore no longer any doubt that for several years now, there has been an increase in the number of accidents at work in football, linked to a significant increase in the number of matches and the intensity expected from players.

As a result, the French national team was recently deprived of a large number of players for the international window from 2 to 10 June 2025 because of injuries arising from an excessively long series of matches.³⁴⁹

This window also saw the injury of Ousmane Dembélé, who had gone directly from the Champions League Final to a day of celebrations and then

³⁴² <https://www.theguardian.com/football/2025/mar/02/hamstring-injuries-research-premier-league>

³⁴³ *Le Figaro*, 29 September 2022: <https://www.lefigaro.fr/sports/football/foot-les-blessures-en-forte-hausse-en-europe-20220929>

³⁴⁴ *La Dépêche*, 22 November 2023: <https://www.ladepeche.fr/2023/11/22/football-surcharge-de-travail-longue-absence-et-indemnisation-des-clubs-le-sujet-des-blessures-toujours-plus-inquietant-11596073.php>

³⁴⁵ *RMC Sport*, 20 November 2023: https://rmcsport.bfmtv.com/football/coupe-du-monde/la-coupe-du-monde-au-qatar-en-plein-hiver-a-augmente-la-gravite-des-blessures-selon-une-etude_AV-202311200340.html

³⁴⁶ <https://www.footboom1.com/fr/news/football/2051428-the-increase-in-matches-leads-to-a-surge-in-footballers-injuries-this-season-el-diario-ny>

³⁴⁷ <https://www.firstonline.info/fr/calcio-infortuni-in-aumento-un-costo-salato-per-club-e-giocatori/>

³⁴⁸ <https://icibeyrouth.com/articles/290371/blessures-en-cascade-dans-le-monde-du-football>

³⁴⁹ *L'Equipe*, 5 June 2025: <https://www.lequipe.fr/Football/Article/Confronte-a-de-nombreuses-absences-didier-deschamps-va-revoir-sa-defense-pour-le-match-des-bleus-contre-l-espagne-en-ligue-des-nations/1567719>

the departure for the French national team training camp and the match against Spain without a single rest day.³⁵⁰

Yet the French state has failed to take any steps to stem or at least to limit this problem, which would only grow worse from the 2024-2025 season onwards.

It is also worth reiterating in this context that under Article L. 131-14 of the Sports Code, the French state delegates its powers in the sphere of sport to the sports federations. It was pursuant to this that, in a contract of 22 March 2022, the French state delegated its powers to the FFF for the organisation of football until 31 December 2025.

It is therefore the French state which, through the FFF, is in a position to protect professional footballers' health and safety in dealings with FIFA and UEFA as the FFF is a member of these bodies.

Yet, the French state, from fear of reprisals and France being prevented from taking part in the World Cup, does nothing which might contradict FIFA or UEFA.

It therefore fails to protect professional footballers in dealings with FIFA and UEFA when it alone can do so under these bodies' statutes and rules.

In any case, as things stand, the frequency of the work accidents suffered by professional footballers renders any attempt to protect their health and safety a sham.

Consequently, because of the scale and the increase in the number of work accidents suffered by professional footballers, the French state is in breach of Article 3§3 of the Charter.

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³⁵⁰ *L'Equipe*, 6 June 2025: <https://www.lequipe.fr/Football/Actualites/Blesses-bradley-barcola-et-ousmane-dembele-quittent-le-rassemblement-de-l-equipe-de-france/1568259>

D. Article 6 of the Charter

1) Relevant international law

XXXII. At international level, Article 4 of ILO Convention No. 98 of 1 July 1949 on the right to organise and collective bargaining provides that “measures appropriate to national conditions shall be taken, where necessary, to encourage and promote the full development and utilisation of machinery for voluntary negotiation between employers or employers' organisations and workers' organisations, with a view to the regulation of terms and conditions of employment by means of collective agreements”.

The ILO Declaration on Fundamental Principles and Rights at Work and its 1998 follow-up uphold the right to collective bargaining as one of the four fundamental principles and rights at work.

The right to collective bargaining was recognised in Europe only more recently. While it is not set out explicitly in the European Convention on Human Rights, the European Court of Human Rights has included it among the rights that are inherent in the right to organise protected by Article 11 of the Convention.³⁵¹

In European Union law, the right to collective bargaining is enshrined in Article 28 of the Charter of Fundamental Rights adopted in 2000, which states as follows:

“Workers and employers, or their respective organisations, have, in accordance with Community law and national laws and practices, the right to negotiate and conclude collective agreements at the appropriate levels and, in cases of conflicts of interest, to take collective action to defend their interests, including strike action”.

In a judgment of 15 July 2010, the Court of Justice of the European Union confirmed that the right to collective bargaining was one of the fundamental rights of the European Union.³⁵²

³⁵¹ ECHR, 12 November 2008, *Demir and Baykara v. Turkey*, No. 34503/97.

³⁵² CJEU, 15 July 2010, *Commission v. Germany*, No. C-271/08.

The right to collective bargaining requires the state to take positive measures to foster social dialogue.³⁵³

2) Relevant domestic law

XXXIII. In domestic law, the Labour Code devotes an entire book to collective bargaining,³⁵⁴ which we do not need to present in detail here.

To summarise, we can simply state that Article L. 2211-1 of the Labour Code establishes “the right of employees to collective bargaining on all their conditions of employment, vocational training and work and their social guarantees”.

The legislation makes collective bargaining mandatory on certain themes and at given frequencies. For instance, it requires annual sectoral bargaining on pay and annual company-level bargaining on pay and working hours.

3) Violation of Article 6 of the Charter

XXXIV. Article 6 of the Charter provides as follows:

“With a view to ensuring the effective exercise of the right to bargain collectively, the Parties undertake:

- 1 to promote joint consultation between workers and employers;
- 2 to promote, where necessary and appropriate, machinery for voluntary negotiations between employers or employers’ organisations and workers’ organisations, with a view to the regulation of terms and conditions of employment by means of collective agreements;
- 3 to promote the establishment and use of appropriate machinery for conciliation and voluntary arbitration for the settlement of labour disputes;

³⁵³ ILO Convention no. 98, Article 4; ECHR, 2 July 2002, *Wilson and Palmer v. the United Kingdom*, No. 30668/96.

³⁵⁴ Book II, Article L. 2211-1 et seq.

and recognise:

- 4 the right of workers and employers to collective action in cases of conflicts of interest, including the right to strike, subject to obligations that might arise out of collective agreements previously entered into".

a) First complaint: the French state fails to promote joint consultation between professional footballers, their employers and the bodies organising football competitions (Article 6§1)

XXXV. Under Article 6§1 of the Charter, states are required to promote joint consultation between workers and employers.

The joint consultation referred to in Article 6§1 should be taken to mean "consultation between workers and employers or the organisations that represent them on terms of equality with a view to consultation on all questions of mutual interest at every level".³⁵⁵

This consultation relates in particular to working conditions, working hours, and health, safety and well-being at work.³⁵⁶

The ECSR requires States Parties to take positive measures to encourage consultation between trade unions and employers' organisations.³⁵⁷ This means that it may set trade union representativeness criteria.³⁵⁸

XXXVI. In the instant case, there is no joint consultation between professional footballers and the various bodies organising competitions and hence deciding on their working conditions.

At international level, it has been explained above that FIFA and UEFA decide alone on what competitions will be created and how they will be organised.

For instance, when the Club World Cup was set up, Paris Saint-Germain's players were deprived of their right to a rest period and minimum annual

³⁵⁵ Digest of the case law of the European Committee of Social Rights, p. 86.

³⁵⁶ Digest of the case law of the European Committee of Social Rights, p. 87.

³⁵⁷ ECSR, 9 May 2005, *Centrale générale des services publics v. Belgium*, No. 25/2004.

³⁵⁸ Digest of the case law of the European Committee of Social Rights, p. 87.

leave and forced to travel to the United States for a month but at no point where they consulted on this, either directly or through their representatives.

The format of the Champions League was altered by UEFA in the same unilateral manner.

Players' unions, including the UNFP, are excluded from the decision-making process at international and European level. No consultation mechanism is provided for, meaning that FIFA and UEFA make unilateral decisions on footballers' working hours, working conditions and rest periods.

Furthermore, since the UNFP is not invited to take part in the dialogue on the creation of international and European competitions, it is not able to alert the authorities to the risks they pose to professional footballers' health and safety. No joint consultation takes place on players' health and safety.

It is worth pointing out again that the FFF, as a member of FIFA and UEFA, is the only body capable of defending French players and those playing in France.

However, the FFF President, Mr Philippe Diallo, is also the President of Cosmos, which is the main employers' organisation representing employers in the sports sector,³⁵⁹ and the President of the European Association of Sports Employers,³⁶⁰ which is a European organisation bringing together national sport employers' organisations.

Whereas the FFF has a public-service task and is the only body able to draw the views of French players' or foreign players playing in France to FIFA's and UEFA's attention, it is managed by a person who defends employers' interests.

This situation underlines still more that there is absolutely no joint consultation in football at international level.

At national level, things are different.

³⁵⁹ <https://www.cosmos-sports.fr/les-elus>

³⁶⁰ <https://www.easesport.eu/ease-general-assembly-2025/>

However, although there is consultation with the UNFP, any benefit it may have is destroyed by the composition of the LFP's decision-making bodies.

The LFP general assembly is made up as follows:

- 18 representatives of Ligue 1 clubs;
- 18 representatives of Ligue 2 clubs;
- 1 representative of the FFF;
- 1 professional players' representative;
- 1 professional coaches' representative;
- 1 referees' representative;
- 1 representative of club administrative staff;
- 1 club doctors' representative.

Under Article 10 of the LFP statutes, Ligue 1 clubs have 2.75 votes, Ligue 2 clubs 1.75 votes, the FFF representative one, and all the other members two.

This means that the players have only 2 of the 92 votes.

Since, under Article 13 of the LFP statutes, decisions are taken by a simple majority, the players quite clearly have no influence over the decisions taken by the General Assembly. Worse still, as the Ligue 1 and Ligue 2 clubs have 81 of the 92 votes, they have a large majority and can impose all the decisions discussed at the LFP General Assembly on their employees.

This power is taken to its absolute extreme on certain subject matters which, pursuant to Article 13 of the LFP statutes, may only be discussed by the clubs.

It should be said that the LFP General Assembly has extensive powers. Among other things, under Article 12 of its statutes, it can change the format of competitions organised by the LFP. In other words, the General Assembly could decide to increase the number of clubs in Ligue 1 and Ligue 2, which would increase the number of domestic matches. Consequently, the current configuration of the General Assembly gives clubs the power to change their employees' working conditions.

As to the Board of the LFP, it should be pointed out that under Article 17 of the LFP statutes, it is made up of the following 17 members:

- 9 representatives of the LFP member clubs;

- 1 representative of the FFF;
- 1 representative of the organisation representing the employers;
- 3 independent members elected by the General Assembly;
- 2 members representing the professional players, appointed by their representative organisation;
- 1 member representing the professional coaches, appointed by their representative organisation.

Under Article 23, each of these members has a vote, while under Article 25, decisions are taken by a simple majority.

The composition of the LFP Board therefore gives its employers 10 of the 17 votes (9 for the clubs and 1 for the representative organisation) whereas their employees have only two. As decisions are taken by a simple majority, the LFP's employers have the power to impose all the decisions discussed by the LFP Board on their employees.

Yet, it is the Board that takes all the important decisions regarding professional football at national level. Under Article 22 of the LFP statutes, the Board takes all the decisions that are necessary for the LFP to carry out its tasks. The statutes also include a list of tasks decided on by the Board:

“Its functions shall include, in particular:

- ensuring that the law is respected and that the statutes and regulations of the league and the agreement binding the LFP to the FFF are applied;
- drawing up the rules of procedure of the league, which it then refers to the General Assembly for adoption;
- preparing and validating the agreement binding the LFP to the FFF and then referring it to the General Assembly for adoption;
- preparing, adopting and amending various LFP regulations other than the rules of procedure, particularly administrative, disciplinary and club licence regulations (including award criteria) and LFP competition rules;
- making decisions on the sale or purchase of items of real estate which do not amount to significant transactions, and on their funding;
- making decisions on any significant expenditure or borrowing linked to the day-to-day functioning of the LFP;
- adopting the accounts at the end of the financial year and the budget for the following year;
- taking decisions on tenders for the marketing of national or international audiovisual rights to all LFP competitions and awarding packages;

- adopting decisions on the allocation of audiovisual rights within each championship (Ligue 1 and Ligue 2) on the proposal of each college (the Ligue 1 College or the Ligue 2 College);
- choosing the host city for the Trophée des champions;
- negotiating and adopting any financial agreement negotiated between the LFP and the entities represented on the LFP Board referred to in Articles 16.1.3), 16.1.5), 16.1.6) and 16.2 of these statutes;
- taking any decision binding the LFP in matters of refereeing and appointing all suppliers and providers of technical services related to refereeing;
- deciding on any other form of marketing or commercial partnership binding the LFP;
- distributing sums deriving from the UEFA training allowance or any equivalent scheme with which UEFA may replace it to Ligue 1 and Ligue 2 clubs with a training centre, according to their centre's ranking and subject to an upper limit of €4.3 million per season for Ligue 2 clubs taken as a whole. This system shall remain in place as long as UEFA authorises payment to Ligue 2 clubs and up to the 2025/2026 season included (i.e. the allowance payment year in respect of the 2024/2025 season);
- adopting the general competition schedule and the match schedule (subject to programming) and making any necessary amendments to this in the course of the season;
- appointing the members of the Bureau in accordance with the conditions of Article 31;
- appointing and dismissing the Director General on the President's proposal and setting his remuneration;
- taking decisions on the establishment and dissolution of the special committees described in Article 40, whose tasks it shall define;
- appointing the members of special committees. For the LFP Legal Committee, and this committee alone, the appointment of members, the Chair, any Vice-Chairs and the Secretary shall be subject to the approval of the National Joint Committee on the national collective agreement (CCNMF);
- appointing members of the National Football Authority representing the LFP, under the conditions provided for in the FFF statutes;
- issuing, where necessary, decisions to exclude clubs from the professional championships, refuse them access or reinstate them, under the conditions provided for in the LFP regulations;
- awarding or withdrawing professional status under the conditions provided for in the LFP regulations;
- adopting contract registration periods;
- taking positions on the LFP's behalf on conciliation proposals drawn up by the conciliators of the French National Olympic and Sports Committee;
- devising an LFP CSR policy and action plan, and a civic action agenda;

- taking decisions on any change to the location of LFP headquarters”.

Therefore, while the UNFP is certainly consulted at national level, it is not fairly represented, either within the General Assembly or the Board.

The LFP statutes therefore enable clubs to prioritise their own interests and ignore those of professional footballers. This prompts them to take decisions out of purely economic interests, imposing these decisions on their employees with no regard for their claims.

Consequently, by failing to take any measure to foster joint consultation between professional footballers, clubs and the bodies organising competitions, the French state is in breach of Article 6§1 of the Charter.

b) Second complaint: the lack of machinery for voluntary negotiations (Article 6§2)

XXXVII. Under Article 6§2 of the Charter: “With a view to ensuring the effective exercise of the right to bargain collectively, the Parties undertake: ... 2 to promote, where necessary and appropriate, machinery for voluntary negotiations between employers or employers' organisations and workers' organisations, with a view to the regulation of terms and conditions of employment by means of collective agreements”.

According to this text, national legislation must make it possible for workers' and employers' organisations to regulate their relations through collective agreements.³⁶¹

Collective bargaining may develop spontaneously between workers' and employers' organisations but if it does not, the state should take positive measures to facilitate and encourage it.³⁶²

XXXVIII. In the instant case, the Professional Football Charter acts as the collective agreement for professional footballers.

³⁶¹ Digest of the case law of the European Committee of Social Rights, p. 87.

³⁶² *Idem*.

The application of this collective agreement, which contains several safeguards for professional footballers playing in France, was not lacking in any way for as long as competitions were held in France. When this was the case, the UNFP could properly implement social dialogue through the seats reserved for it by the Charter on various committees.

Yet, as pointed out above, international competitions have grown exponentially. Decisions on the format of international, European and national competitions, which affect footballers' working hours and conditions, are taken in the absence of the UNFP and with no regard for the rights guaranteed by the Professional Football Charter.

In practice, there is no collective bargaining on key issues relating to professional footballers' working time and their health and safety.

Furthermore, footballers are no longer protected to the same extent as all other workers, as the decisions imposed by FIFA and UEFA are at variance with the guarantees of the Professional Football Charter.

Consequently, by failing to ensure that the right to collective bargaining is properly respected and failing to facilitate the establishment of collective bargaining procedures, the French state is in breach of Article 6§2 of the Charter.

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E. Article 7 of the Charter

1) Relevant international law

XXXIX. There are many international texts which have been drawn up to protect minors.

Among these is the International Convention on the Rights of the Child, which came into force in France on 6 September 1990, and contains a series of articles designed to take account of the fact that because of their lack of physical and intellectual maturity, children need special protection.

In particular, Article 32 of the Convention lays down rules on child labour:

“1. States Parties recognize the right of the child to be protected from economic exploitation and from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

2. States Parties shall take legislative, administrative, social and educational measures to ensure the implementation of the present article. To this end, and having regard to the relevant provisions of other international instruments, States Parties shall in particular:

- a) Provide for a minimum age or minimum ages for admission to employment;
- b) Provide for appropriate regulation of the hours and conditions of employment;
- c) Provide for appropriate penalties or other sanctions to ensure the effective enforcement of the present article.”

In Community law, child labour is governed by Directive No. 94/33/EC of the Council of 22 June 1994. This requires states to ensure that “the minimum working or employment age is not lower than the minimum age at which compulsory full-time schooling as imposed by national law ends or 15 years in any event”, that “work by adolescents is strictly regulated and protected under the conditions laid down in this Directive”, that “every employer should guarantee young people working conditions appropriate to their age” and that “young people are protected against economic exploitation and against any work likely to harm their safety, health or physical, mental, moral or social development or to jeopardize their education”.³⁶³

The directive includes a general obligation for states to ensure the safety of young people: “Member States shall ensure that young people are protected from any specific risks to their safety, health and development which are a consequence of their lack of experience, of absence of awareness of existing or potential risks or of the fact that young people have not yet fully matured”.³⁶⁴

With regard to working time, the directive requires member States to “limit the working time of adolescents to eight hours a day and 40 hours a week”.³⁶⁵

³⁶³ Article 1.

³⁶⁴ Article 7.

³⁶⁵ Article 8.

It prohibits work by minors between the ages of 15 and 18 at night, i.e. between 10 p.m. and 6 a.m. or between 11 p.m. and 7 a.m.

It grants minors between the ages of 15 and 18 the right to a minimum rest period of 12 consecutive hours per day and two days per week, to be “consecutive if possible”. Derogations from the latter requirement are permitted for technical or organisational reasons, but the weekly rest period may in no circumstances be less than 36 consecutive hours.

2) Relevant domestic law

XL. Article L. 4153-1 of the Labour Code establishes the principle that work is prohibited for minors under the age of 16. An exception to this rule is made, however, in three cases:

- where a minor aged 15 or more has an apprenticeship contract;
- where the minor is an ordinary school pupil and is on an information visit organised by his or her teachers or where, during the last two years of lower secondary school or during upper secondary school, pupils are sent on “observation periods” with employers;
- where the minor is a pupil on a sandwich course or a vocational education course during the last two years of their compulsory schooling and is sent on initiation or practice placements or periods of workplace training.

The legislation does, however, include some special prohibitions on certain types of child labour, even for minors aged over 16. For example, Article L. 4153-6 of the Labour Code prohibits the employment of minors to serve alcoholic drinks in bars.

Minors’ working conditions must take their vulnerable state into account. In this respect, Article L. 4153-4 of the Labour Code allows labour inspectors to require a medical examination “at any moment” to ascertain whether a minor’s work does not exceed his or her strength.

With regard to working time, Article L. 3162-1 of the Labour Code provides that “young workers may not be employed in effective work for over eight hours per day or 35 hours per week”. As a derogation from this provision, Article R. 3162-1 of the Labour Code authorises child labour in certain jobs for up to ten hours per day and 40 hours per week.

Article L. 3162-3 of the Labour Code adds that “young workers may not engage in actual work for an uninterrupted period of more than four and a half hours. Where their daily working hours exceed four and a half hours, they shall be entitled to a break of at least 30 consecutive minutes”.

Article L. 3163-2 of the Labour Code prohibits night work for minors, it being understood that, pursuant to Article L. 3163-1 of the Code, for minors over the age of 16, night work is work carried out between 10 p.m. and 6 a.m.

Article L. 3164-1 of the Labour Code requires all employers to grant employees between the ages of 16 and 18 a daily minimum rest period of 12 consecutive hours. Article L. 3164-2 grants minors the right to a weekly rest period of two consecutive days per week, from which a derogation may be made if the employer’s activities so warrant, although the absolute minimum weekly rest period for minors is 36 consecutive hours.

Lastly, under Article L. 3164-9 of the Labour Code, minor employees are entitled to thirty days of annual paid leave.

The National Collective Agreement on Sport of 7 July 2005 provides only, in Article 5.1.3.1, that the maximum daily working hours of a minor may not exceed eight hours. It does not contain any particular provision which takes account of the vulnerability of minors.

Nor does the Professional Football Charter contain any particular provision which makes a distinction between adult footballers and minor footballers.

3) Violation of Article 7 of the Charter

a) First complaint: the abnormally long working hours of minor professional footballers (Article 7§4)

XLI Article 7 of the Charter places the States Parties under several obligations “with a view to ensuring the effective exercise of the right of children and young persons to protection”.

One of these undertakings is “to provide that the working hours of persons under 18 years of age shall be limited in accordance with the needs of their development, and particularly with their need for vocational training”.

The European Committee of Social Rights has specified that, for persons under 16 years of age, a limit of eight hours a day or forty hours a week is contrary to Article 7§4 whereas it is acceptable for minors over 16 years of age.³⁶⁶

XLII. There is a significant trend for professional football to make use of minor players.

The LFP has drawn up the following table showing the number of minors bound by a professional contract over the last ten Ligue 1 and Ligue 2 seasons.³⁶⁷

Season	Number of players
2015/2016	17
2016/2017	18
2017/2018	24
2018/2019	51
2019/2020	39
2020/2021	36
2021/2022	32
2022/2023	52
2023/2024	33
2024/2025	30

Players are signing professional contracts earlier and earlier,³⁶⁸ and minor players are playing increasing numbers of matches.

In keeping with Kylian Mbappé’s now famous statement “don’t talk to me about age”, when clubs bring young men from their training centres into their professional set-ups, they take account only of their level of play, not their age.

³⁶⁶ Digest of the case law of the European Committee of Social Rights, p. 96.

³⁶⁷ E-mail from M. Bottineau on 2 June 2025.

³⁶⁸ See for example: *L'Équipe*, 19 July 2024: <https://www.lequipe.fr/Football/Actualites/Arone-gadou-devient-le-plus-jeune-professionnel-de-l-histoire-du-stade-de-reims/1483614>

As a result, clubs often now give a regular place to minor players on the team but make no attempt to adjust their working conditions.

The ranking drawn up by the CIES Football Observatory of players who played the most minutes before turning 18 between January 2009 and December 2023³⁶⁹ illustrates this trend. The 91st CIES monthly report attached to this table highlights the following points:

“From a historical point of view, no noticeable change in the use of minors by big-5 league clubs was observed over the first ten years studied, with annual values situated around 30.

A first increase was recorded between 2019 and 2021, with an average of 36.7 minors fielded, as opposed to 30.1 during the previous decade. An even more important increase was recorded over the past two years, with no less than 61 minors fielded in 2022 and 49 in 2023.

Badly affected by the health crisis of 2020 and 2021, clubs from the major European leagues relied more than ever on underage players. The introduction of the possibility to substitute up to five players per match is also a determining factor.

A record use was observed in 2022 in all of the championships studied except the Italian Serie A. However, 2023 was marked by a return to more modest levels, with the exception of the French Ligue 1, where the number of minors used has continued to rise”.³⁷⁰

To sum up, the Football Observatory’s study confirms that the use of minor players has been rising sharply since 2019.

Of the big five championships (in England, Spain, Italy, Germany and France), France’s Ligue 1 is the one that uses the most minors. Of the 402 players who played a match before turning 18 between January 2009 and December 2023, 119 played for a French club. Moreover, of the ten most frequently picked players, five played for Ligue 1 clubs (Alban Lafont, Eduardo Camavinga, Warren Zaïre-Emery, Kurt Zouma, Malang Sarr). The reasons for this are purely commercial.

Young players with great potential are major marketing assets. Ligue 1 clubs, who have been facing a TV rights crisis for some years, are now trying to put young players in the spotlight in the hope of selling them on rapidly to richer clubs. The Football Observatory explains this further:

³⁶⁹ <https://football-observatory.com/WeeklyPost449>

³⁷⁰ <https://football-observatory.com/RapportMensuel91>

“Almost half of the players used in the big-5 in 2023 were employed by French Ligue 1 clubs. Being heavily dependent on transfer market incomes, French top division teams are more than ever inclined to rapidly throw their best players into the arena of professional football. This strategy permits French talents to garner attention from the biggest European clubs and allows owner clubs maximising transfer profits”.

The example of Warren Zaïre-Emery is instructive.

Having signed his first professional contract at the age of 16,³⁷¹ the Paris Saint-Germain player quickly became an undisputed starter for his club and a regular on the French national team.

Over the 2022/2023 season, when he was only 16, he played 31 matches for the first team, including several in the Champions League.³⁷²

PERFORMANCES 22/23							
Compact		Détailé					
Compétition ↓	⚽ ↓	⚽ ↓	⚽ ↓	⚽ ↓	⚽ ↓	⚽ ↓	⌚ ↓
Ligue 1	26	2	-	1	-	-	917'
UEFA Champions League	3	-	-	-	-	-	82'
National U19 - Grp. A	3	-	-	-	-	-	242'
Coupe de France	2	-	-	-	-	-	117'
UEFA Youth League	1	1	-	-	-	-	90'
Coupe Gambardella	1	-	-	-	-	-	77'
Total 22/23:	36	3	-	1	-	-	1.525'

The following year, at the age of 17, he played 43 games for PSG,³⁷³ becoming one of the club's most used players:

³⁷¹ *Le Parisien*, 15 July 2022: <https://www.leparisien.fr/sports/football/psg/psg-warren-zaire-emery-signe-son-premier-contrat-professionnel-15-07-2022-AZUAPKBABVGQBBP7YTMIP324UE.php>

³⁷² <https://www.transfermarkt.fr/warren-zaire-emery/leistungsdaten/spieler/810092/plus/0?saison=2022>

³⁷³ <https://www.transfermarkt.fr/warren-zaire-emery/leistungsdaten/spieler/810092/plus/0?saison=2023>

PERFORMANCES 23/24							
Compact		Détailé					
Compétition ↑	🏠 ↑	⚽ ↑	⚽ ↑	🟡 ↑	🟠 ↑	🔴 ↑	🕒 ↑
Ligue 1	26	2	3	4	-	-	1.962'
UEFA Champions League	11	1	3	1	-	-	905'
Coupe de France	5	-	1	-	-	-	369'
Trophée des Champions	1	-	-	-	-	-	90'
Total 23/24:	43	3	7	5	-	-	3.326'

That year, he also took part in the European Championships with France during the off-season period.

Since this report was drafted, this trend has continued in France, as the TV rights crisis has deepened. For example, Ayyoub Bouaddi, born on 2 October 2007 (and therefore 17 at the time) played 36 matches for Lille, including nine in the Champions League, over the 2024-2025 season.³⁷⁴

As soon as they sign their first professional contract, minor professional footballers are subject to the same working conditions as all other footballers. This means that they are liable to play just as many matches and train just as much, to make the same number of away trips and to carry out the same extra duties.

Given that there is so little awareness of the Charter provisions on working time for adult professional footballers, they are even less well known where it comes to minors, who are supposed to work less.

Moreover, no specific protection is provided by the French state. In particular, there are no specific provisions relating to the arrangements for the conclusion of a professional contract with a minor or to his working conditions once this contract has been signed.

Therefore, by failing to ensure proper respect for the working time of minor professional footballers in accordance with the needs of their development, the French state is in breach of Article 7§4 of the Charter.

³⁷⁴ <https://www.transfermarkt.fr/ayyoub-bouaddi/leistungsdaten/spieler/1097139>

b) Second complaint: inadequate length of annual paid leave for minor professional footballers (Article 7§7)

XLIII. Article 7§7 of the Charter includes an undertaking by the Parties “to provide that employed persons of under 18 years of age shall be entitled to a minimum of four weeks' annual holiday with pay”.

The ECSR has stated that the arrangements which apply are the same as those applicable to annual paid leave for adults under Article 2§3 of the Charter. In particular, minor employees should not have the option of waiving their annual leave, even for financial compensation.³⁷⁵

XLIV. So as not to prolong the deliberations, reference may be made to the arguments above concerning the inadequacy of annual paid leave for adult professional footballers.

Like adults, minor footballers are expected to take part in competitions with their clubs or their national teams between seasons. For example, Warren Zaïre-Emery took part in the 2024 European Championships with France from 14 June to 14 July 2024 when he was only 17.

Therefore, by failing to ensure that minor professional footballers can enjoy their right to a period of at least four weeks' annual leave, the French state is in breach of Article 7§7 of the Charter.

c) Third complaint: the lack of special protection against the physical and moral dangers to which minor professional footballers are exposed (Article 7§10)

XLV. Article 7§10 of the Charter includes an undertaking by the Parties “to ensure special protection against physical and moral dangers to which children and young persons are exposed, and particularly against those resulting directly or indirectly from their work”.

As shown above, the increase in the number of matches which professional footballers must play affects their physical and mental health in the short and long term.

³⁷⁵ Digest of the case law of the European Committee of Social Rights, p. 98.

No special measure has been set up to arrange particular protection for minor professional footballers. The latter therefore suffer from the same physical and mental health problems as adult players.

Therefore, by failing to provide properly for the special protection of minors against the physical and moral dangers to which they are exposed, the French state is in breach of Article 7§10 of the Charter.

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F. Article 11 of the Charter

XLVI. Lastly, Article 11 of the Charter establishes a right to protection of health. It provides as follows:

“Article 11 – The right to protection of health

With a view to ensuring the effective exercise of the right to protection of health, the Parties undertake, either directly or in cooperation with public or private organisations, to take appropriate measures designed inter alia:

- 1 to remove as far as possible the causes of ill-health;
- 2 to provide advisory and educational facilities for the promotion of health and the encouragement of individual responsibility in matters of health;
- 3 to prevent as far as possible epidemic, endemic and other diseases, as well as accidents”.

Within the meaning of this text, health is considered to be “a state of complete physical, mental and social well-being and not merely the absence of disease or infirmity”.³⁷⁶

³⁷⁶ ECSR, 17 October 2023, *Validity Foundation – Mental Disability Advocacy Centre v. Czech Republic*, No. 188/2019

The text complements Articles 2 and 3 of the European Convention on Human Rights.³⁷⁷ It entails a series of positive and negative obligations designed to ensure the effective exercise of the right to health.

Accordingly, the state must ensure that its entire population enjoys the best state of health possible.

One of the state's positive obligations is to "take appropriate measures to prevent as far as possible activities which are detrimental to human health".³⁷⁸

In particular, it must "respond appropriately to avoidable health risks, i.e. ones that can be controlled by human action".³⁷⁹

In so doing, the state must apply the precautionary principle: "when a preliminary scientific evaluation indicates that there are reasonable grounds for concern regarding potentially dangerous effects on human health, the State must take precautionary measures consistent with the high level of protection provided for in Article 11, to prevent those potentially dangerous effects".³⁸⁰ Where it comes to negative obligations, the notion of health protection includes "an obligation that the State refrain from interfering directly or indirectly with the enjoyment of the right to health".³⁸¹

Protection of the health of the population must be genuine and effective.

"The aim and purpose of the Charter is to protect rights not merely theoretically, but also in fact".³⁸² As the ECSR explains, "the right to protection of health must be protected not merely theoretically, but also in practice. Implementation of the Charter requires States Parties not only to take legal measures but also practical action making available the resources

³⁷⁷ Digest of the case law of the European Committee of Social Rights, p. 112; ECSR, 10 September 2013, *IPPF EN v. Italy*, No. 87/2012.

³⁷⁸ ECSR, 22 March 2023, *Validity Foundation v. Finland*, No. 197/2020

³⁷⁹ Case law digest, p.112.

³⁸⁰ *Idem*; Digest of the case law of the European Committee of Social Rights, p. 117.

³⁸¹ ECSR, 17 October 2023, *Validity Foundation – Mental Disability Advocacy Centre v. Czech Republic*, No. 188/2019; ECSR, 15 May 2018, *Transgender Europe and ILGA-Europe v. Czech Republic*, No. 117/2014

³⁸² ECSR, 17 October 2023, *Validity Foundation – Mental Disability Advocacy Centre v. Czech Republic*, No. 188/2019

and the operational procedures necessary to give full effect to the rights specified therein”.³⁸³

The state’s health protection work must be targeted.

In this respect, the ECSR has found a breach of Article 11 where no measure has been taken to deal with a group’s specific problems, amounting to a “failure of the relevant policies by the State”.³⁸⁴

The Committee has stated that the state must “undertake appropriate measures to prevent as far as possible activities which are detrimental to human health (diseases and accidents)” and that under Article 11, “everyone has the right to benefit from any measures enabling him to enjoy the highest possible standard of health attainable ... and that, in order to fulfil their obligations, national authorities must take specific steps”. A state is considered to have breached Article 11 of the Charter if it “has failed to take appropriate measures to remove as far as possible the causes of ill-health and to prevent as far as possible diseases”.³⁸⁵

The Committee has acknowledged that this text applies in the workplace. It has stated that states must take “specific, targeted measures to ensure enjoyment of the right to protection of health of those whose work (whether formal or informal) places them at particular risk of infection”.³⁸⁶

It has also stated that states must “take steps to prevent accidents” and that “the main sorts of accident covered are road accidents, domestic accidents, accidents at school, accidents during leisure time, including those caused by animals, and accidents at work”.³⁸⁷

XLVII. In the present case, we saw above (see section **C**) that professional football is an activity which gives rise to major threats to players’ physical and mental health.

The result is that professional footballers form a population category which is particularly vulnerable to health risks.

³⁸³ Digest of the case law of the European Committee of Social Rights, p. 117.

³⁸⁴ ECSR, 17 May 2016, *FERV v. Czech Republic*, No. 104/2014.

³⁸⁵ ECSR, 23 January 2013, *FIDH v. Greece*, No. 72/2011.

³⁸⁶ Digest of the case law of the European Committee of Social Rights, p. 117.

³⁸⁷ *Idem*, p. 120.

This vulnerability is reflected in practice by a much higher accident rate than in other sectors of activity.

Playing professional football can also have long-term effects.

A study published on 16 March 2023 in the journal *The Lancet Public Health*,³⁸⁸ covering 6 007 male footballers who played at least one match in the Swedish first division between 1924 and 2019, revealed that 8.9% of them had been diagnosed with a neurodegenerative disease compared to 6.2% of controls. In other words, professional footballers are more at risk of neurodegenerative pathologies³⁸⁹ than the rest of the population.³⁹⁰

In this connection, it is worth pointing out that “several factors contribute to sleep desynchronisation in football players including night matches, exposure to strong light, the consumption of caffeine or alcohol, travel fatigue, irregular match timings and individuals’ varying needs for sleep”.³⁹¹

A Spanish study, carried out by research workers at the IDIBAPS clinic and published on 28 March 2023,³⁹² has revealed that professional footballers have an increased risk of developing paradoxical sleep disorders compared to the general public (2.63 % compared to 0.062 %). And the presence of paradoxical sleep disorders can lead to the appearance of neurodegenerative disorders.

According to Professor Alex Iranzo, “the link between neurodegenerative diseases and head injuries leads us to the conclusion that in the retired footballers in our study group, repeated exposure to blows to the head could be one of the factors that has contributed to the development of paradoxical sleep disorders, then Parkinson’s disease and senile dementia”.³⁹³

³⁸⁸ *Neurodegenerative disease among male elite football (soccer) players in Sweden: a cohort study*, *The Lancet Public Health*, 16 March 2023: [https://www.thelancet.com/journals/lanpub/article/PIIS2468-2667\(23\)00027-0/fulltext](https://www.thelancet.com/journals/lanpub/article/PIIS2468-2667(23)00027-0/fulltext)

³⁸⁹ The most prevalent being Alzheimer’s disease.

³⁹⁰ *Le Monde*, 30 March 2023: https://www.lemonde.fr/sciences/article/2023/03/30/football-professionnel-les-degats-cerebraux-a-long-terme-en-question_6167612_1650684.html

³⁹¹ *Étude de la charge de travail sur la santé et le bien-être des joueurs de football*

³⁹² <https://www.lavanguardia.com/vida/salud/20230723/9127922/futbolista-aumenta-riesgo-trastorno-sueno-rem-desarrollar-demencia.html> ; <https://www.clinicbarcelona.org/noticias/un-estudio-del-clinic-idibaps-confirma-que-ser-futbolista-profesional-predispone-al-trastorno-del-sueno-rem-y-demencia>

³⁹³ Our translation.

These results corroborate a previous study of 2019, published in the New England Journal of Medicine³⁹⁴ and based on the death registers of 7 676 people who played professional football in Scotland between 1900 and 1976. This Scottish study showed that the risk of Alzheimer's disease was five times greater than among the rest of the population while the risk of Parkinson's disease was twice as high.

In addition to neurological conditions, it has been revealed that footballers are more likely to suffer from degenerative physical disorders than the rest of the population.

For instance a FIFPRO study on 400 active professional footballers and 900 retired players has shown that 35% of retired footballers suffered from osteoarthritis of the knee whereas the figure for the same age bracket in the general public was 8 to 13%.³⁹⁵

The Miller insurance firm has also found that of the 800 players they have insured on average since 2005, 39 were forced to end their careers because of incapacity to work and 15 of these were suffering from joint-wear pathologies (cartilage disease, osteoarthritis, etc).³⁹⁶

In a documentary broadcast on 20 May 2025, which was also referred to in several articles published on the same day, the French sports newspaper l'Équipe looked into the long-term effects of playing professional football.

In an interview on the subject, Emmanuel Orhant, the FFF medical director, said that “football did not make healthy old people” and expressed concerns about “top-level players who play too much and are causing themselves psychological and physical harm”. He also pointed to studies, some of which he had led himself, which showed that “footballers are three to five times more likely to develop [neurodegenerative diseases] than the rest of the population”.³⁹⁷

The newspaper then published interviews with several retired footballers.

³⁹⁴ Neurodegenerative Disease Mortality among Former Professional Soccer Players, New England Journal of Medicine, 7 November 2019: <https://www.nejm.org/doi/pdf/10.1056/NEJMoa1908483>

³⁹⁵ <https://fifpro.org/fr/soutenir-les-joueurs/sante-et-performance/blessure-prevention-invalidite-effets-a-long-terme-desentrainement/faits-inquietants-sur-les-problemes-de-genou-a-long-terme>

³⁹⁶ Statement by Miller Insurance of 20 June 2025.

³⁹⁷ L'Équipe, 20 May 2025: <https://www.lequipe.fr/Football/Article/-le-football-ne-fait-pas-de-beaux-vieux-emmanuel-orhant-directeur-medical-de-la-fff-raconte-les-traumatismes-des-anciens-joueurs/1562984>

The most dramatic story of course is that of Bruno Rodriguez, who had his right leg amputated in March 2022 to bring an end to the extreme pain he had been suffering since the end of his career. For him there was no doubt what was the cause of this pain: “I always wanted to play, whether it was a minor match or a big one, so they gave me injections. And that leaves its mark. It’s well known that the cortisone they were injecting into me eats away at cartilage”. This meant that amputation was the only option to end his ordeal. “I couldn’t look after myself. I couldn’t drive anymore. My wife had to wash me. I couldn’t work so I wasn’t bringing in any money. It did a lot of damage to my life. I wasn’t able to profit from my children. I couldn’t do anything anymore. I just stayed at home”.³⁹⁸

Unfortunately, some years later, his friend Jimmy Algerino confided that a further operation was planned, this time above the knee.³⁹⁹

Though he has not gone as far as an amputation, Eric Di Meco has also suffered terribly since the end of his career: “I’m now on the verge of a motor disability. I’ve reached the stage where I take anti-inflammatories on days when I know I’m going to have to walk a little, I calculate when I have to stand for a long time and I find a fallback solution so I can sit down. It’s affecting my whole life, in fact”.⁴⁰⁰

Fabien Barthez tells a similar story: “I’m 50 now (actually 53) and every morning, I need ten minutes to loosen up my joints. When, between the ages of 15 and 36, you’ve spent all day diving all over the place, it shouldn’t be a surprise. Around the discs, there’s nothing left. But then, I’m not the only one. We’re all broken”.⁴⁰¹

It is clear from this that professional footballers’ health is particularly vulnerable during their careers and they suffer from many injuries.

However, it is also vulnerable once their career is over because playing professional football increases the risks of degenerative diseases.

This problem will inevitably worsen as the number of matches increases and the aggravating factors referred to above (in section **C**) grow.

³⁹⁸ *L’Équipe*, 18 March 2022: <https://www.lequipe.fr/Football/Article/Bruno-rodriguez-ampute-de-la-jambe-droite-je-leur-ai-demande-de-couper/1323113>

³⁹⁹ *L’Équipe*, 20 May 2025: <https://www.lequipe.fr/Football/Actualites/-il-va-devenir-papy-Mays-ce-n-est-pas-la-grande-forme-pour-bruno-rodriguez-le-calvaire-continue/1562993>

⁴⁰⁰ *L’Équipe*, 20 May 2025: <https://www.lequipe.fr/Football/Article/Eric-di-meco-qui-a-joue-une-finale-de-c1-deux-semaines-apres-une-rupture-du-ligament-croise-anterieur-je-suis-a-la-limite-du-handicap-moteur/1563148>

⁴⁰¹ *L’Équipe*, 20 May 2025: <https://www.lequipe.fr/Football/Actualites/-on-est-tous-petes-le-temoignage-de-fabien-barthez-sur-l-etat-physique-des-footballeurs-apres-une-carriere-de-haut-niveau/1563012>

Despite this, the French state remains silent. It says nothing about the specific dangers to which professional footballers are exposed during and after their careers and takes no practical measures to protect their health.

Consequently, since the French state fails to take any specific, targeted measures to secure the proper protection of professional footballers' health, it is in breach of Article 11 of the Charter.

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G. The UNFP's claims for just satisfaction

XLVIII. It has been accepted that because of the quasi-judicial nature of collective complaint proceedings before the European Committee of Social Rights, if a violation of the Charter is found, the respondent State may be ordered to cover the procedural costs incurred by the complainant organisation.⁴⁰²

In view of the scale of the work carried out by the UNFP to submit the collective complaint, combined with the special nature of the proceedings and its use of a lawyer, it seems fair to invite the Committee of Ministers to order the French state to pay €10 000 to compensate for the legal costs incurred.

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⁴⁰² ECSR, 12 October 2004, *CFE-CGC v. France*, No. 16/2003.

CONCLUSIONS AND REQUESTS

FOR THESE REASONS and any others that may be adduced, even of its own accord, the European Committee of Social Rights is asked:

On the admissibility of the collective complaint:

- **TO FIND** that the admissibility requirements are clearly satisfied and therefore **TO DECLARE** the complaint admissible without inviting the respondent state concerned (France) to submit observations;
- In the alternative, **TO DECLARE** the complaint admissible having first invited the respondent state concerned (France) to submit observations;

On the merits of the collective complaint:

- **TO FIND** that the respondent state (France) is in breach of Article 2 of the revised European Social Charter;
- Consequently, **TO URGE** the respondent state (France) to guarantee professional footballers reasonable actual working hours and full provision of a sufficient rest period and a five-week period of annual paid leave and to prohibit unilateral changes to their working time;
- **TO FIND** that the respondent state (France) is in breach of Article 3 of the revised European Social Charter;
- Consequently, **TO URGE** the respondent state (France) to develop a prevention policy and establish regulations relating to the specific health and safety risks to which professional footballers are exposed, to take all possible measures to require co-operation between football's governing bodies, football clubs and professional footballers, through their trade unions, on all matters affecting professional footballers' health and safety, and to take every possible measure to curtail the increase in injuries suffered by professional footballers;
- **TO FIND** that the respondent state (France) is in breach of Article 6 of the revised European Social Charter;
- Consequently, **TO URGE** the respondent state (France) to ensure that the right to collective bargaining is fully respected by facilitating joint consultation and collective bargaining between professional footballers, their clubs and the bodies organising competitions, particularly on all matters relating to the schedule and format of competitions;

- **TO FIND** that the respondent state (France) is in breach of Article 7 of the revised European Social Charter;
- Consequently, **TO URGE** the respondent state (France) to guarantee minor professional footballers reasonable working hours and a sufficient period of annual leave and to take all possible measures to secure full and special protection for minor professional footballers from the physical and moral hazards to which they are exposed;
- **TO FIND** that the respondent state (France) is in breach of Article 11 of the revised European Social Charter;
- Consequently, **TO URGE** the respondent state (France) to take all possible targeted measures to secure the full protection of professional footballers' health;
- **TO INVITE** the Committee of Ministers to order the respondent state (France) to pay the UNFP 10 000 euros to compensate it for the legal costs incurred during these proceedings.

Cabinet François Pinet
Firm of lawyers to the Court of Cassation
François Pinet

Union nationale des footballeurs professionnels
David Terrier, President

ATTACHMENTS

1. UNFP Statutes
2. Professional Football Charter
3. Annual FIFPRO report 2023
4. FIFPRO press release of 8 June 2023
5. Annual FIFPRO report 2024
6. Football Benchmark report
- 6bis. Football Benchmark report (translation)
7. Player survey
8. Manager survey
9. *Étude de la charge de travail sur la santé et le bien-être des joueurs de football*
- 9bis. Study on the effect of workload on footballers' health and well-being (translation)
10. International match calendar 2023-2030
11. ILO, Professional Athletes and Fundamental Principles and Rights at Work, 30 May 2024
- 11bis. OIT, Professional Athletes and Fundamental Principles and Rights at Work, 30 May 2024 (translation)
12. Charter of ethics and professional standards in football
13. Letter of 7 February 2022
14. Letter of 20 December 2023
15. Delphi Study
- 15bis. Delphi Study (translation)
16. Drawer S., Fuller C.W. (2002). Evaluating the level of injury in English professional football using a risk based assessment process. *British Journal of Sports Medicine*, 36, 446–451
- 16bis. Drawer S., Fuller C.W. (2002). Evaluating the level of injury in English professional football using a risk based assessment process. *British Journal of Sports Medicine*, 36, 446–451 (translation)
17. Gregory Dupont, Mathieu Nedelec, Alan McCall, Derek McCormack, Serge Berthoin and Ulrik Wisløff, *Am J Sports Med* 2010 38: 1752
- 17bis. Gregory Dupont, Mathieu Nedelec, Alan McCall, Derek McCormack, Serge Berthoin et Ulrik Wisløff, *Am J Sports Med* 2010 38: 1752 (translation)
18. Bengtsson H, Ekstrand J, Waldén M et al., *Br J Sports Med*, 3 November 2017, doi: 10.1136/ bjsports-2016-097399
- 18bis. Bengtsson H, Ekstrand J, Waldén M et al., *Br J Sports Med*, 3 November 2017, doi : 10.1136/ bjsports-2016-097399 (translation)
19. J. Ekstrand, Playing too many matches is negative for both performance and player availability, *German journal of sports medicine*, volume 64, No. 1 (2013)
20. V. Gouttebarger, *Eur J Sport Sci.* 2024 ;1-9
- 20bis. V. Gouttebarger, *Eur J Sport Sci.* 2024 ;1-9 (translation)
21. E-mail from M. Bottineau of 2 June 2025
22. Auditor's report on staffing numbers

23. Montpellier Court, 16 May 2024, No. 2024/1149; Nice Court, 30 September 2021, No. 2564/21.
24. LFP Statutes
25. UEFA Statutes
26. Champions League Regulations
27. FIFA Regulations on the Status and Transfer of Players
28. Minutes of the meeting of the National Joint Committee of the national collective agreement for football-related professions of 10 February 2025
29. Minutes of the meeting of the National Joint Committee of the national collective agreement for football-related professions of 9 April 2025
30. Proposed amendments to the national collective agreement for football-related professions.
31. Minutes of the UNFP Executive Committee of 12 October 2024
32. Statement by Dr Alain Simon
33. Statement by Miller Insurance of 20 June 2025
34. Hyperlinks in footnotes