KEDGE Business School: The Social Cost of Excellence

The analyses presented here constitute union expression, strictly within the bounds of the right to social critique and freedom of expression, with no intention to harm the reputation of any natural or legal person. The data cited come from public, sectoral, aggregated, and court-filed sources, without disclosure of personal data; no internal document is reproduced in full. This work carried out on a voluntary basis by an unprotected member of the SNPEFP-CGT became necessary, given the available evidence, in light of the inaction of KEDGE's internal unions (CFDT, CFTC, CFE-CGC) which, despite enjoying protection, too often endorse management's positions without any adversarial process or serious verification, even though such scrutiny is central to their mandate.

1. 1. Engineering a Bogus Case

1.1. Coercion over Social Rights and Falsification

The situation of Mr. Y highlights a particularly troubling strategy by KEDGE's management: converting a unilateral decision into a sham contractual choice while conditioning access to social benefits. After the Marseille Labour Court (Conseil de prud'hommes) reclassified his 25 "CDDU" fixed-term contracts as a part-time open-ended contract (CDI) on 24 January 2024, management imposed a 50% workload on Mr. Y without his consent and without the slightest prior consultation. Management presented the Labour Inspectorate with an alleged agreement by Mr. Y, even though no writing shows he consented to this reduction in activity. Worse, management repurposed a purely technical reply from Mr. Y (limited to selecting a work-time arrangement) into fabricated proof that he accepted a half-time post. The method: make access to social entitlements contingent on accepting an imposed work organization. Such a practice is prohibited by the French Labour Code and could be akin to extortion of consent under Article 312-1 of the Penal Code.

1.2. When Union Criticism Becomes a "Psychosocial Risk"

On 4 July 2025, HR pulled out the "psychosocial risk" (RPS) form, signed by a manager who accused Mr. Y of moral harassment following the publication of the union article of 31 May : "*Among the facts described as potentially constituting moral harassment, Ms. X notably mentions an article published by the CGT (« KEDGE Business School : Rien ne va plus ! »), which was shared with many members of the faculty. In addition to this article, Ms. X supported her report with other facts and actions since 2023, which she shared with us during her interview and which we will discuss with you at the meeting that must be set*."

HR explicitly states in black and white that a psychosocial-risk prevention tool was diverted to target a union article. Few employers go so far as to self-incriminate in writing KEDGE did. To pad out the file, HR attributes to Mr. Y "*facts and actions since 2023, which she shared with us during her interview*." At KEDGE, since 16 August 2022, written records are dispensed with; everything is handled orally, in maximum opacity. Yet an RPS form must list all facts alleged in the initial report it is not a license to invent grievances after the fact, orally. This makes it impossible to know whether the supposed "*facts and actions since 2023*" actually exist or were cobbled together afterwards, as seen in the confidential report of 6 October 2022 (see "KEDGE Business School: Rien ne va plus!"). If these elements were raised only orally during the interview, the procedure is irreparably tainted.

Despite multiple emails, HR refuses to provide any details as to the facts, dates, or specific, contextualized elements allegedly attributable to Mr. Y since 2023. Make no mistake: without the union publication, there would never have been an RPS form. The aim is to manufacture a pretext to obtain his dismissal under cover of a convenient RPS report. The disciplinary gears are set in motion to intimidate Mr. Y while he is under medical treatment. At KEDGE, the pursuit of employees can continue even during illness (see "KEDGE Business School: la suite").

Mr. Y has had no direct or indirect contact with the complainant since 7 October 2021. In 2023, he was completely absent from the institution, and there has been no direct or indirect contact professional or personal at that time or at any other, a fact evidently unknown to the complainant when she filed her RPS form on 13 June 2025. The claims of "*actions since 2023*" are therefore materially impossible and thus false. These accusations may constitute a malicious false report (dénonciation calomnieuse) and justify filing a new criminal complaint. Mr. Y formally asked the data-protection office (GDPR) to disclose the precise, dated, and contextualized facts alleged against him. Data protection invoked the "*confidential*" nature of the file and the pretext of an "*ongoing inquiry*," promising to potentially transmit elements once the procedure ends. That is procedurally nonsensical: it is precisely during the inquiry that an employee must know the allegations to mount a defense. Data protection purports to protect the complainant's "*freedom of expression*" while trampling the fundamental rights of the defense.

1.3. The Strategy of Intimidation

More serious still: on 11 July 2025, top management adopted and relayed the manager's materially unfounded allegations. Management directly linked the proceedings against Mr. Y to the publication of a union article:

"*You claim that this report was filed following the publication, on 31 May 2025, by SNPEFP-CGT, of an article entitled 'Kedge Business School: rien ne va plus'. Ms. X has denounced repeated actions, over several years, which, according to her, affect her health, dignity, and working conditions. Among these, we understand that she refers in particular but not exclusively to your recent decision to provide information that she deems false to a union, in order to feed the article you mention and publicly harm her dignity*."

This wording amounts to an admission that the procedure against Mr. Y is directly tied to the exercise of his union freedom of expression. The technique is to parrot false accusations, presented as mere "*feelings*", and turn them into the foundation of a case. It does not matter that these allegations are materially impossible. It does not matter that the article in question named no one and relied on official documents. Management nonetheless brandishes these elements as faults, attempting to transform protected union activity into a purported disciplinary breach. The complainant limits herself to labeling the article "*false*", whereas the passages at issue rest on her own statements from the email of 24 May 2022 and the confidential report of 6 October 2022 and she is not, moreover, named. If the alleged violation of dignity were serious, it could have given rise to a defamation action against the union.

Lacking material elements, on 17 July 2025 management tried to provoke a misstep. Contacted while on medical leave, the teacher eventually responded firmly but lawfully. That was the awaited pretext: the teacher's written exchanges with management are portrayed as "*aggressive*", "*threatening*", and even akin to "*blackmail*". Far from demonstrating impartiality, this language reveals an intimidation strategy meant to deter any challenge, with a warning to Mr. Y: "*We reserve the right to take appropriate action in response to these pressures*".

A reading of Mr. Y's emails shows neither threats nor blackmail: they merely contest the allegations, request disclosure, and announce the union's legal counsel will be seized. This falls within the legitimate exercise of his rights of defense and his freedom of union expression and action. Management's statements look much like a disciplinary response to protected speech, designed to feed a disciplinary file. At KEDGE, it is apparently easier to go after an employee than to sue the SNPEFP-CGT. The pattern shows how union expression can be reinterpreted as a personal attack and then reclassified as a disciplinary fault a ready-made playbook for union repression:

- Identify an inconvenient target (unionist, witness, whistleblower, etc.).
- Activate the RPS procedure: even without contact, invent "*repeated actions since 2023*" based on imaginary facts.
- Forget dates and evidence.
- Contact the employee while on sick leave.
- Provoke a reaction.
- Exploit that reaction as a disciplinary motive.
- Build a tailor-made pseudo-investigation report.

1.4. The External Firm: The Art of Sidestepping Union-Discrimination Rules

KEDGE retained the IAPR firm to conduct an "*independent inquiry*". Yet the documents show that IAPR's report is to be delivered to a KEDGE internal committee, which retains operational control for the disciplinary process. In other words, the inquiry is, in substance, managed internally. With management's support, the firm used Mr. Y's personal contact details without his consent to reach him repeatedly by phone and email. This hasty outreach, during the holidays, sought to wrap up the inquiry in a rush, based on oral interviews scheduled at the firm's and employer's convenience, without respecting the employee's rights.

An external firm remains, in practice, tied to the employer that has retained it multiple times during the year hence the need for caution. An inquiry conducted exclusively orally, without written support, exposes the employee to partial or inaccurate transcripts. In this context, only a written process where every question and answer is formalized and preserved can limit the risk of slanted conclusions later used to justify a disciplinary decision. Understandably, there is concern that a firm hired by the employer may be perceived as delivering the version expected by the employer.

KEDGE initially claimed it wished to shed light on all internal reports. A "*global inquiry*" was promised, covering all RPS forms. But once IAPR was appointed, the scope mysteriously shifted: the most sensitive forms were excluded, notably the one dated 13 June 2025 that directly linked the proceedings to the union article. This selection is anything but trivial. By removing the central document showing the link between union action and retaliation, KEDGE attempted to rewrite the story. The inquiry was refocused on secondary facts, artificially sliced up, to present a file purged of any union dimension.

On 12 August 2025, IAPR sent Mr. Y an "*Informed Consent*" form conditioning the inquiry on his signature and instructing him to maintain discretion—that is, to refrain from publishing anything during the procedure. The method is to announce transparency and then constrict the scope. Behind this procedural sleight of hand, the reality is clear: KEDGE seeks to erase the triggering element from view.

1.5. Golden Rules for Dismantling the Manufactured Narrative

Respect for the rights of defense and the adversarial process requires that any employee be informed, in writing and in detail, of the facts alleged against them. When management refuses to communicate the precise facts in writing, contacts you while you are vulnerable, and turns your reaction into a disciplinary ground, the procedure is being instrumentalized. When an employer wants to dismiss an employee, it typically starts by issuing a warning. This first disciplinary action comes a few weeks before summoning the employee to a pre-dismissal meeting. The warning serves to build a disciplinary file and destabilize the employee in advance of the sanction. Against this well-oiled machinery, procedural rigor is essential:

- Join the union of your choice preferably SNPEFP-CGT.
- Never accept an interview without precise, written, dated allegations.
- Put everything in writing and copy your union representatives.
- If on sick leave: the law protects you.
- Where relevant, invoke the two-month disciplinary limitation period.
- Contest the absence of evidence, dates, or contact, where applicable.
- Remind members of the institution's joint committee that they incur personal criminal liability (moral harassment, discrimination, obstruction of truth-finding, malicious false reporting). The legal entity will not shield them.
- In the event of an attempted dismissal, promptly apply to the Labour Court for urgent interim relief (référé) to prevent imminent harm, obtain protective measures, and block a discriminatory dismissal infringing a fundamental freedom (union freedom, freedom of expression, right of access to justice to guarantee the effectiveness of one's rights).

1.6. The American Professor: A Witness Dismissed

Named as a witness in the RPS form of 16 August 2022, the committee refused to hear his explanations regarding the attempted ousting orchestrated by the department's leadership with the passive complicity of his subordinate. Instead of examining the substance, HR seized on a supposed contradiction between the professor's hearing testimony and an old email from June 2020 (see "KEDGE Business School: la suite"). The same logic is visible in how RPS forms are handled: a tool meant to protect workplace health is repurposed as a disciplinary weapon against those who reveal the unflattering underside of management.

2. 2. Social Climate and Work Organization at KEDGE

Behind the shopwindow of performance and "*quality of life at work*" (QVT), KEDGE's Works Council (CSE) minutes reveal a far less glowing social landscape. Employee representatives have consistently sounded the alarm about major dysfunctions, too often ignored or downplayed by management. The conclusion is stark: chronic overload, disorganization, the precarization of teaching staff, mounting litigation, rising absenteeism due to burnout or stress. Representatives sound the alarm; management temporizes, displays action plans that go nowhere, and shuts its eyes to the organized precarity of adjuncts while praising QVT.

2.1. KEDGE's Business Model: When Finance Trumps Education

In the competitive world of private higher education, self-financing capacity (CAF) has become the reference indicator for business schools. It measures an institution's ability to generate its own resources without relying on subsidies or excessive borrowing. In KEDGE's case, this choice raises questions: the school nonetheless took out nearly €11 million in loans in 2024, after two consecutive years of losses.

According to internal documents, revenue would rise from about €153 million to €176 million by 2030 (+15% in four years), with a target CAF of 9–10% on the order of €13.8–€17.6 million. To maximize this, the school must pull several levers, focusing both on increasing revenue and controlling costs. KEDGE pursues diversification of revenue streams and a lighter financial burden (program diversification; work-study tracks funded by employers; internationalization to attract foreign students paying higher tuition; creation of partnerships and corporate chairs for direct financial support; integration of digital tools to deliver courses to more students).

Cost control boosts the bottom line and CAF through optimization of the student-to-faculty ratio a major lever. To that end, the school can diversify teaching profiles (tenure-track/tenured professors for research and program leadership, and working professionals as adjuncts to make payroll more flexible). The human cost is considerable. It stems from expense compression, generalized precarity via heavy reliance on "CDDU" adjuncts and multiple precarious contracts, a hiring freeze for permanent posts, payroll reductions, and consolidation of support functions. The pursuit of CAF, marketed as a performance guarantee, masks a financial logic that overtakes the educational mission.

2.2. One of the Highest Student-to-Faculty Ratios

According to the latest academic satisfaction survey (2024–2025), the school ranks 29th out of 36 French grandes écoles of management for the quality of academic support. The reason is straightforward: the number of students per permanent faculty member remains particularly high—far above the standards of top-ranked schools (HEC/ESSEC), where faculty availability is a true selling point. This is all the more concerning as KEDGE is set to enroll nearly 17,000 students in 2025–2026, for only 230 permanent professors. The coverage ratio will continue to deteriorate one permanent professor for 74 students reflecting a quasi-industrial handling of the student-faculty relationship at the expense of educational quality.

To address this structural deficit, in 2025 the school relies on 693 adjunct instructors. Heavy use of adjuncts, often scattered across other schools or companies, does not ensure continuity or loyalty due to their precarious status and an arbitrary cap of 100 teaching hours per year. While adjuncts bring diverse backgrounds and experience, they cannot replace the stability and support provided by permanent faculty. An overly aggressive cost-cutting strategy especially by excessively inflating the student-to-faculty ratio undermines pedagogical quality.

2.3. Adjunct Instructors (IOs): KEDGE's "*Cannon Fodder*"

KEDGE relies heavily on "*CDDU*" fixed-term contracts, creating structural precarity. In 2025, nearly 693 adjunct instructors (about 75% of all teaching staff) remain on CDDU contracts in structural precarity without even counting the hundreds of administrative and technical staff at KEDGE, whose pay is far lower. Despite repeated requests for integration and job security, management opts for avoidance and extreme flexibility, ignoring these demands. IOs provide the overwhelming majority of teaching hours, a large share of which is masked under the label "*internship supervision*", as the Labour Inspectorate confirmed in its observation letter of 3 March 2023.

The compulsory courses in the common core taught every year were concealed under the label "*internship supervision*":

"*The use of CDDU contracts in this case mirrors recurring periods of the academic year from one year to the next. The contracts concluded during these periods refer to classes entitled "internship supervision, which appear to be systematically implemented at the School as part of its curriculum. The situation of Mr. Y was also addressed in this context. As litigation is ongoing, you indicated that you are complying with court decisions. You will keep me informed of developments concerning this employee. This sample shows that the use of CDDU contracts is non-compliant in that it amounts to using fixed-term (CDD) contracts to fill permanent jobs within the company. I therefore invite you to submit your comments on this point and, should there be any difference in assessment as to the foregoing, to specify the objective, concrete and precise elements establishing the inherently temporary nature of the jobs for which successive CDDUs are concluded. Furthermore, the national collective bargaining agreement (CCN) provides that the use of fixed-term employment must give rise to information and consultation of the Social and Economic Committee (CSE) at the time of initial implementation and as part of an annual review, which you have not substantiated*."

Although they are hired under irregular CDDU contracts and listed internally as "*internship contracts*" IOs mainly teach compulsory subjects essential to pedagogical continuity posts that are by nature permanent. The result: extreme precarity, social insecurity for an invisible pillar of KEDGE, even as the association is projected to generate more than €158 million in revenue for 2025–2026.

2.4. Retaliation Against Adjunct Instructors' Union Activity

At KEDGE, management of contract staff has reached peak arbitrariness, as shown by the 24 July 2025 removal of the president of the Adjunct Instructors' Collective and its founding members, even though they have taught at KEDGE for nearly 15 years on CDDU contracts. This collective comprises nearly 300 IOs. HR asserts that this decision is "*also based on the public positions taken by the Collective's association, of which you are a board member*", which amounts to an infringement of trade-union rights prohibited by the Labour Code (Art. L.2141-5 et seq.).

2.5. Personal Data and Profiling Risks: Is KEDGE Keeping Files on Union Members?

When Mr. Y requested his personal data, he received an onboarding sheet in Excel format. The document contained several worrying irregularities. It was backdated to 17 January 2017, linked his profile to that of a union delegate, and even specified an exit date of 7 January 2025. Faced with the obvious, management tried to trivialize it.

The HR manager feigned ignorance that the onboarding sheet included an exit date and mirrored the profile of a professor who was also a union delegate converging signs of profiling tied to union activity. This skirts everything social law forbids. According to management, it was merely a "*reused*", "*poorly cleaned*" Excel template except here, the "*clean-up*" was clearly botched.

There is a great deal of cutting-and-pasting at KEDGE and one discreet cut-and-paste was the word "*union*". The HR manager claims not to understand the allegation of discrimination while euphemizing the union dimension to the point where the word "*union*" disappears, providing no explanation for the exit date nor why the Excel file is backdated to 2017. By deleting the union reference and replacing the label "*union delegate*" with "*professor*", she seeks to erase any sign of a potential union-tracking file.

Management even justified linking the teacher's profile to that of a union delegate by saying the template was used to open his IT access rights. Out of 230 permanent faculty members, it was the union delegate's profile that supposedly served as the technical reference.

Granting IT access does not require any comparison to, let alone copying of, another profile especially that of a union delegate with whom there is no overlap. Otherwise, one risks indirectly granting inappropriate access to confidential data (e.g., the single staff register or the BDESE). Union delegates, by virtue of their roles, have specific access that cannot be extended by mere "*rights mimicry*". That would demonstrate alarming carelessness: a school claiming to train economic elites would be managing sensitive HR data with less rigor than a student's internship spreadsheet.

KEDGE BUSINESS SCHOOL

Fiche d'intégration

NOM:	[redacted]		[redacted]
Fonction:	PROFESSEU[redacted]		
en Anglais (si besoin cartes de visite):			
Date d'entrée:	[redacted]	Profil:	Non-manager
Poste:	Professeur	Contrat:	CDI
		Indiquer le nom de la personne remplacée	
		Jour(s) non travaillé(s) pour temps partiel :	
Direction:	Direction des affaires académiques	Service :	en cours
Manager:		CC :	SFRCC080101

Liste des Besoins Matériels

Le manager voit avec la personne du campus en charge de l'affectation des bureaux pour valider le n°

Lieu	Marseille - Luminy	N° de bureau:	
Si accès parking, préciser Modèle et Immatriculation :			
Téléphone:			
Ordinateur:	Portable	Adresse email:	oui
Carte de Visite:	non	Clé bureau :	oui

Logiciels informatiques

CRM	non	Même profil que:	
GRv2	oui	Même profil que:	[redacted]

Fiche de mobilité

Nouvelle Fonction:			
en Anglais (si besoin cartes de visite):			
Date de Mobilité:		Profil:	
Poste:		Contrat:	
		Indiquer le nom de la personne remplacée	
		Jour(s) non travaillé(s) pour temps partiel :	
Direction:		Service:	
Manager:		CC:	

Liste des Besoins Matériels

Le manager voit avec la personne du campus en charge de l'affectation des bureaux pour valider le n°

Lieu		N° de bureau:	
Téléphone:			
Ordinateur:		Adresse email:	
Carte de Visite:			

Logiciels informatiques

CRM		Même profil que:	
GRv2		Même profil que:	

Fiche de Sortie

Date de sortie:	07/01/2025

Le collaborateur prend RDV avec le services ci-dessous et récupére le fiches suivantes et signature sur présent document.

PC Sécurité

Clé:	
Badge:	
Signature :	

Service Informatique

Ordinateur:	
Téléphone :	
Signature :	

This document was officially transmitted by the DPO and shows converging signs of possible profiling linked to union activity. Incompetence or deliberately unlawful strategy? The signs are piling up, painting a damning picture: HR tools seem to be used for union profiling, with the result that the "*exit*" of union-engaged or litigating employees is programmed in advance.

2.6. Pay: Payroll Structure and Signs of Discrimination

While the majority of so-called 'adjunct instructors' struggle to make ends meet on precarious fixed-term teaching contracts and an hourly rate that is constantly being squeezed, remuneration at KEDGE, based on publicly available information and practices observed in French business schools, falls within comparable ranges. Certain heads of HR, commercial activities, corporate relations, finance, campus management, IT services, risk and compliance, and the general secretariat are generally associated with annual compensation packages estimated between €110,000 and €180,000, including bonuses. Senior executive positions, in turn, are associated with estimated annual compensation between €250,000 and €320,000. Finally, associate deans, program directors, and other strategic posts are generally associated with gross annual salaries estimated between €110,000 and €170,000, including performance-related bonuses.

Following Mr. Y's legal action and alerts, eight adjunct instructors obtained CDI positions as permanent professors in 2021/2022. However, there is a marked pay disparity among the former IOs who were made permanent: their gross annual pay ranges from €47,787.48 to €64,795.38 a gap of about 36%.

For the 12 professors recruited directly on CDI, gross annual pay ranges, based on the documents produced, from €51,199.46 to €75,009.61 a difference of €23,801.15 (a 46.5% spread).

Across this combined panel of 20 full-time equivalent professors with comparable profiles (all PhD holders assigned to similar duties), gross CDI pay ranges from €47,787.48 to €75,009.61 a difference of €27,222.13 (a 57% spread).

Former adjuncts who were eventually made permanent after sometimes decades on CDDU contracts are, on average, downgraded relative to colleagues recruited directly on CDI, despite comparable profiles and degrees. Worse, their seniority is wiped out: the clock starts from zero at CDI signature. A convenient way for KEDGE to pull salaries downward and feed an unequal model. After decades spent making payroll "*flexible*" via CDDUs, these teachers end up on CDI only to become the mechanism that drags the average down and helps finance others' more comfortable compensation.

This panel represents under 10% of the faculty and is not exhaustive. HR's documentation does not include the very highest salaries in the top deciles (especially the top 20%), which mechanically lowers the average. Based on the available data, the most salient inequality is not primarily between sexes but between comparable categories differentiated by how they obtained their CDI. These pay gaps among professors with comparable profiles clearly raise the question of possible wage discrimination under Articles L1132-1 and L3221-2 of the Labour Code.

As for payroll structure and drawing on sectoral estimates grounded in business-school practices and KEDGE's profile the distribution would be as follows: between 28 and 40 senior managers and equivalents earn over €110,000 gross per year, for a total of €3.2-€8.3 million as of 30 June 2024. These senior managers thus concentrate 4-10% of the total payroll, while the remainder, 90-96%, is shared among nearly 1,000 employees. Some 20–30% of the payroll compensates the 230 permanent professors, and 60-70% is spread across all other staff (fixed-term trainers, administrative and technical personnel).

According to documents filed in the court case, pay for non-managerial staff (employees and technicians/supervisors) ranged in 2021 from €20,800 to €36,300 gross annually, per the Gender Equality Index.

This spread combined with internal pay disparities exposes a structural dissonance that undermines recognition of work and workers' dignity. Yet the reputation of a grande école rests first and foremost on that dignity and on the daily commitment of those who teach and support students.

2.7. Employment Litigation: KEDGE Convicted for Moral Harassment

On 9 May 2019, the Marseille Labour Court convicted KEDGE Business School of moral harassment against an international professor and ordered it to pay €5,000 in damages (case no. 17/00490). The case brought to light managerial methods deemed abusive by the court, showing repeated degrading conduct and violations of dignity. The decision is a reminder that moral harassment is neither imaginary nor a mere anxious reading of the employment relationship. The legal risk is very real for any management that fails in its duty to protect employees' health and dignity.

3. Conclusion

This third installment in the KEDGE series reveals a system, carefully designed, in which file-building, the engineering of precarity, and the management of social malaise are full-fledged methods. Behind grand declarations about QVT and CSR (*Corporate Social Responsibility*) lies a control mechanism built on exclusion and disciplinary storytelling.

Several cases are pending before the Marseille Labour Court and the Aix-en-Provence Court of Appeal, all tied to multiple irregularities in the school's social management. These irregularities expose the school to significant litigation risks and to hundreds of thousands of euros in legal fees or damages ultimately funded by students' tuition. As of 30 June 2024, KEDGE booked a €950,000 provision covering most ongoing court disputes. Beyond the slogans, the figures and documents tell another story: IO precarity alongside elevated pay bands at the top.

Will the next step be mass litigation or a public blow-up? That dynamic is already underway: an application for urgent interim relief (référé) was filed with the Marseille Labour Court in late August 2025.