Termination of employment legislation digest

Country profile – Côte d’Ivoire

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Sources of regulation

In Côte d’Ivoire, the sources of law on termination of employment consist of:

- the Labour Code, Act No. 95-15 of 12 January 1995 (LC),
- the Inter-occupational Collective Agreement of 20 July 1977,
- Act relating to dismissal for economic reasons No. 92-573 of 11 September 1992,
- Decree on contracts of employment No. 96-287 of 3 April 1996,
- Decree on the engagement for a probationary period and duration of probationary periods No. 96-195 of 7 March 1996,
- Decree on the length of the notice period and termination of a contract of employment No. 96-200 of 7 March 1996 and
- Decree on severance allowance No. 96-201 of 7 March 1996.

Scope of legislation

The LC is applicable throughout the territory of Côte d’Ivoire and governs relations between employers and workers. However, public employees and persons working in public corporations are excluded from its scope (secs. 1 and 2, LC).

Contracts of employment

A contract of employment may be concluded for a specified or unspecified period (sec. 13.2, LC). The contract of employment may contain a probationary period, the duration of which must be stated in writing.
A probationary period may last (sec. 2, Decree No. 96-195 of 7 Mar. 1996):

- eight days for daily or hourly paid workers;
- one month for monthly paid workers;
- two months for supervisors, technicians and similar workers; or
- three months for engineers, managers, high-level technicians and similar workers.

These periods may be renewed once. Any renewal must be made in writing and the worker must be informed in advance according to the following schedule (sec. 4, Decree No. 96-195 of 7 Mar. 1996):

- two days before the end of the probationary period of eight days;
- eight days if the probationary period is one month; or
- 15 days if the probationary period is two or three months.

If the worker continues to be employed on the expiry of the engagement for a probationary period or its renewal, the parties are bound by a contract of employment of indeterminate duration (sec. 7, Decree No. 96-195 of 7 Mar. 1996).

A contract of employment for a specified period must be made in written form or confirmed by a letter of employment and must indicate either the date on which the contract expires, or the precise duration for which it is concluded, except in the case of contracts concluded in order to replace a worker who is temporarily absent, for a season, for a temporary accumulation of work, or for an activity which is not part of the normal operations of the undertaking (sec. 14.6, LC). This is the case for contracts for a specified duration but with unspecified term, which pertain to contracts for daily workers engaged by the hour or by the day for a short-term job and paid at the end of the day, week or fortnight (sec. 14.7(2), LC).

Fixed-term contracts of employment may be renewed without limitation. However, their total duration cannot exceed two years (sec.14.5, LC).

**Termination of employment**

The contract of employment can terminate, not at the initiative of the employer, in certain circumstances, including by:

- the expiry of a fixed-term contract;
- mutual agreement; and
- force majeure.

An open-ended contract for a specified period which is made for the temporary replacement of a worker may be terminated unilaterally by the employee after he or she has served at least six months (sec. 14.8, para. 4, LC).
During the probationary period, the contract may be terminated without notice and without entitlement to compensation by either of the parties (sec. 16.1, LC). If the employer has not informed the worker of the renewal of the probationary period within the prescribed time limits, the probationary period ends on the date originally agreed (sec. 5, Decree No. 96-195 of 7 Mar. 1996).

Dismissal

A contract of employment for a specified period ends on the expiry of the term, without compensation or notice. It may be terminated before the agreed term only by force majeure, mutual agreement or serious misconduct on the part of either of the parties (sec. 14.8, LC).

A contract of employment of indeterminate duration may be terminated at any time by the employer if he or she has a valid reason (secs. 16.3 et seq., LC).

The following raisons cannot constitute valid reasons for termination of employment contracts (sec. 4, LC): sex, age, national extraction, race, religion, political opinion, social origin, membership or non-membership in a trade union, participation in trade union activities.

A dismissal ordered by an employer because of job dislocations and operational changes, due mainly to technological changes and restructuring, or to economic difficulties which are of such a nature as to compromise its operations and the financial equilibrium of the undertaking, will constitute a dismissal for economic reasons (sec.16.7, LC; Act No. 92-573 of 11 September 1992).

Notice and prior procedural safeguards

An employer who decides to terminate a contract of employment must notify the employee, in writing, of the decision and state his or her reasons for the proposed dismissal (sec. 16.4, LC).

The termination of a contract of employment of indeterminate duration is subject to notice, except in the case of gross misconduct, whose seriousness is to be appreciated by the competent court (sec. 16.6, LC).

Pursuant to Decree No. 96-200 of 7 March 1996, for workers in the relevant occupational categories who are paid by the hour, day, week or fortnight, the period of notice is as follows:

- eight days, for those with up to six months of service in the undertaking;
- 15 days, for between six months and one year of service;
- one month, for between one and six years of service;
- two months, for between six and 11 years of service;
- three months, for between 11 and 16 years of service; and
- four months, for over 16 years of service.

For monthly paid workers in the relevant occupational categories, the period of notice is:

- one month, for up to six years of service in the undertaking;
- two months, for between six and 11 years of service;
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- three months, for between 11 and 16 years of service;
- four months, for over 16 years of service.

For workers classified in the sixth group and above, the period of notice is:
- three months, for up to 16 years of service in the undertaking; and
- four months, for over 16 years of service.

For workers in all groups who have permanent partial disabilities estimated at 40 per cent or more, the period of notice is:
- the normal notice period for those with up to six months of service in the undertaking; and
- double the normal notice period after six months of service.

Collective agreements may contain more favourable notice provisions.

The employer who intends to dismiss more than one worker for economic reasons must, before making his or her decision, arrange a meeting to consult with the workers’ representatives who may be accompanied by trade union representatives. The competent labour inspector have also to participate in this meeting. At least eight days before the meeting, the head of the undertaking must send the workers’ representatives and the labour inspector a file giving the reasons for the proposed redundancies, the criteria considered, a list of staff to be made redundant and the proposed date of dismissal. The labour inspector and the other participants sign the summary record of the meeting (secs. 2 et seq., Act No. 92-573, and secs. 16.7 to 16.9, LC).

**Severance pay**

The termination of a contract of employment of indeterminate duration is subject to notice which takes into account the duration of the contract and the occupational group of the employee (Decree No. 96-200 of 7 Mar. 1996). The termination of a contract of employment by an employer requires the payment of a severance allowance, separate from compensation in lieu of notice, if the worker has been employed continuously for a period equivalent to one year and has not been guilty of gross negligence. The compensation takes into account the length of service and corresponds to a percentage of the monthly overall wages for the 12 months of service preceding the date of dismissal (Decree No. 96-201 of 7 March 1996). The percentage is set according to the length of service of the worker as follows:
- 30 per cent up to and including the fifth year;
- 35 per cent from the sixth to the tenth year inclusive; and
- 40 per cent from the tenth year onwards.
Avenues for redress

Any termination of a fixed-term contract of employment ordered in contravention of the above-mentioned rules shall incur the payment of damages corresponding to the wages and advantages of any sort to which the employee would be entitled during the period remaining up to the end of his or her contract (sec. 14.8, LC).

The termination of a contract of indeterminate duration with notice or with insufficient notice will oblige the employer to pay to the employee compensation corresponding to the remuneration and advantages of any sort to which the employee would be entitled during the notice period which had not been observed (sec. 16.6, LC).

Dismissals ordered without a valid reason, on discriminatory grounds or in contravention of the rules of procedure prescribed for dismissals for economic reasons are wrongful. The competent court shall determine the validity of the dismissal through an inquiry into the reasons and circumstances of the termination. In cases of wrongful dismissal, the employer can be ordered to pay the worker damages, which may take into account custom, the nature of the services performed, length of service, the age of the worker and acquired rights, if any. However, the amount of damages may not exceed 18 months’ wages (sec. 16.11, LC).

Further information

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