

**THE LABOUR CODE
LAW of 26 JUNE 1974
as amended in 1975, 1981, 1982, 1985,
1986, 1987, 1988, 1989 and 1990
(excerpts)**

Part II. Individual Employment Relationship

CHAPTER 1

General Provisions

Article 22

1. On becoming a party to an individual employment relationship a worker shall commit himself to carry out work of a specific kind for the establishment, and the establishment shall commit itself to employ the worker for remuneration.

2. A worker may be any person who has reached the age of 18 years. Subject to the conditions specified in Part IX, a person who has not yet reached the age of 18 years may also be a worker.

3. A person who is limited in his capacity to effect legal transactions may become a party to an individual employment relationship and effect any legal transactions connected with that relationship without the approval of his legal representative. However, if the employment relationship is not consistent with that person's welfare, his legal representative may terminate the relationship after obtaining the permission of the court of wards.

Article 23

1. Legal transactions connected with an individual employment relationship shall be effected on behalf of an establishment by the head of the establishment or some other worker empowered for the purpose.

2. Where reference is made in this code to the head of an establishment, it shall be construed as including any other worker empowered to act on behalf of the establishment in any particular respect.

Article 23¹ (added 7 April 1989)

1. In the case of amalgamation of workplaces, the establishment originating as a result of that amalgamation shall become party to employment relationships to which the amalgamated workplaces were parties.

2. In the case of taking over of a workplace wholly or in part by another workplace, that latter workplace shall become party to employment relationships with the employees of the workplace that has been taken over.

3. In the case of partition of a workplace, the workplaces that result from that partition shall become parties to employment relationships with employees taken over from that workplace.

4. In the case of amalgamation of workplaces or of taking over of a whole workplace, the new workplace shall be responsible for the obligations resulting from employment relationships that originated before the organizational changes mentioned in § 1—3 ; in the case of partition of a workplace or taking over of its part, a joint and several responsibility for such obligations shall lay on the workplaces formed as a result of partition or participating in the interception.

Article 24

1. In cases where provisions of the Code or other provisions of law provide for the manager's duty to co-operate with the factory union, the manager whose employees are members of an inter-factory union shall co-operate with a body specified in the statute of that union.

2. The provisions of § 1 shall be appropriately applied to heads of organizational units in establishments made up of more than one factory, where the units are workplaces under Art. 3, if a joint trade union has been set up in the establishment in question.

CHAPTER 2

Individual Contract of Employment

Division 1. Conclusion of Individual Contract of Employment

Article 25 (as amended 7 April 1989)

1. A contract of employment shall be concluded for a definite period or the period required to carry out a specified piece of work.

2. Any of the contracts referred to in 1. may be preceded by a contract concluded for a trial period.

Article 26

An employment relationship shall be established on the date specified in the contract as the date for the commencement of work, and if no such date is specified, on the date on which the contract is concluded.

Article 27

A trial period shall not exceed two weeks, or three months in the case of a worker holding a managerial or other independent post or a post involving material liability for property entrusted to him.

Article 28 (cancelled 7 April 1989)

Article 29

1. A contract of employment shall be concluded in writing, with an explicit indication of the type and terms of the contract, and shall more particularly specify :

- (1) the nature of work and the date of its commencement ;
- (2) the remuneration corresponding to the nature of work.

2. A contract of employment shall also contain the worker's obligation to observe order and labour discipline.

3. Where a contract of employment has not been concluded in writing, the establishment shall immediately provide the worker with written confirmation of the type and the terms of the contract.

Division 2. General Provisions as to the Termination of Individual Contracts of Employment

Article 30 (as amended 7 April 1989)

1. An individual contract of employment shall be terminated :

- (1) by agreement between the parties ;
- (2) by a declaration by either of the parties, regarding the period of notice (termination with notice) ;
- (3) by a declaration of either of the parties, without regard for the period of notice (termination without notice) ;
- (4) on the expiry of the period for which it was concluded ;
- (5) on the date of the completion of the task for which it was concluded.

2. A contract of employment for a trial period shall be terminated on the expiry of that period, and may be terminated with notice before the expiry of that period.

3. Any declaration by either of the parties terminating a contract of employment either with or without notice shall be made in writing.

4. Any declaration by an establishment terminating a contract of employment either with or without notice shall include an indication of the legal remedies open to the worker.

Article 31 (as amended 7 April 1989)

The Council of Ministers, after agreement with the All-National Inter-Union Organization may by order lay down other rules for the termination of contracts of employment conducted for the work of a seasonal nature.

Division 3. Termination of Contracts of Employment with Notice

Article 32 (as amended 7 April 1989)

1. Either of the parties may terminate a contract of employment with notice if the contract has been concluded for :

- (1) a trial period ;
- (2) (cancelled) ;
- (3) an indefinite period.

2. The termination of a contract of employment shall take effect on the expiry of the period of notice.

Article 33

Where a contract of employment has been concluded for a definite period of more than six months, the parties may provide for the possibility of its premature termination with two weeks' notice.

Article 34

1. The period of notice for a contract of employment concluded for a trial period not exceeding two weeks shall be three working days.

2. The period of notice for a contract of employment concluded for a trial period with a worker holding a managerial or other independent post involving material liability for property entrusted to him shall be two weeks.

Article 35 (cancelled 7 April 1989)**Article 36 (as amended 7 April 1989)**

1. The period of notice for a contract of employment concluded for an indefinite period shall be :

(1) two weeks—if the worker has been employed for less than one year ;

(2) one month—if the worker has been employed for at least one year ;

(3) three months—if the worker has been employed for at least ten years.

2. The period of notice referred to in clause (1) of 1. shall end on a Saturday.

3. The period of notice referred to in clauses (2) and (3) of 1. shall end on the last of the month.

4. The period of employment mentioned in § 1. shall include periods of employment in the person's former workplaces irrespective of the way of cessation of employment.

5. If the employee's position involves pecuniary responsibility for entrusted property, the parties may agree in the contract of employment that in the case mentioned in clause (1) of 1. the period of notice shall be one month, and in the case mentioned in clause (2) of 1.—three months.

6. If a party has given notice to terminate the contract of employment, the parties may agree upon a nearer date of termination of contract ; such an agreement shall not result in a change of the procedure of dissolution of employment contract.

Article 36¹ (added 7 April 1989)

1. If an employee is given notice to terminate an employment contract for an indefinite period for reasons of reduction of staff or structural changes of the staff, or limitation of tasks or scope of activity of the workplace, or closing down of the organizational unit in which that employee has worked, the workplace may reduce the statutory three-month period of notice, but not to less than one month ; in that case, the employee is entitled to indemnity in the amount of the salary for the remaining part of the period of notice.

2. The period for which the employee is entitled to receive indemnity shall be included in that employee's employment period if he has not taken a new job in that period.

Article 37

1. During the period of notice a worker shall be entitled to time off with pay to look for work.

2. The amount of time off shall be :

(1) two working days during a period of notice not exceeding one month ;

(2) three working days during a three-month period of notice.

Article 38 (as amended 7 April 1989)

1. When the head of an establishment intends to give notice of termination of a contract of employment concluded for an indefinite period, he shall inform the works trade union organization in writing, with an indication of the reasons of dismissal.

2. Where the works trade union organization considers that the dismissal would be unjustified, it may, within five days of being informed, notify the head of the establishment in writing of its reservations, with an indication of the reasons.

3. If the reservations submitted by the factory union organization in due time have not been taken into account, the manager shall submit the case to a national union organization which shall express its opinion about the reservations of the factory union organization within five days after the case has been submitted to it.

4. The provision of § 3 shall apply if the factory union organization is member of the national union organization.

5. Having examined the attitude of the national union organization, and also in the case of that organization's failure to assume an attitude within the established time-limit, the manager shall decide about the termination of the employment contact with notice.

Article 39 (as amended 7 April 1989)

A workplace cannot terminate a contract of employment with notice of an employee who will reach retirement age in under two years, if that employee's period of employment would enable him to acquire the right to a pension on reaching that age.

Article 40 (as amended 7 April 1989)

1. Article 38 and 39 shall not apply in the event of the worker's acquiring a pension entitlement in respect of group I or group II disability.

2. Article 38 shall likewise not apply in the event of the worker's reaching pensionable age.

Article 41

An establishment shall not terminate a worker's contract of employment with notice while he is on leave or while he is absent from his work for any other justified reason, if the period entitling the establishment to terminate the contract without notice has not yet expired.

Article 41¹ (added 7 April 1989)

1. In case of declaration of bankruptcy or liquidation of a workplace, provisions of Arts. 38, 39, and 41 do not apply ; the same concerns special provisions relating to protection of employees against termination with notice or dissolution of employment contract.

2. In case of declaration of bankruptcy or liquidation of a workplace, a contract of employment for a definite period or for the period necessary to perform a definite work can be dissolved by any of the parties with a two-week notice.

3 (cancelled in January 1990).

4 (cancelled in January 1990).

Article 42

1. The provisions as to the termination of contracts of employment with notice shall apply respectively to notice of cancellation of contractual conditions of employment or remuneration.

2. Notice of cancellation of conditions of employment or remuneration shall be deemed to have been given if proposals for new conditions have been made in writing to the worker.

3. Where a worker refuses proposed conditions of employment or remuneration, his contract of employment shall be terminated on the expiry of the period of notice given. If, before half the period of notice has expired, he does not announce his refusal of the proposed conditions, he shall be deemed to have accepted them ; the letter from the establishment giving notice of the cancellation of the conditions of employment of remuneration shall contain an indication to that effect. In the absence of any such indication the worker may announce his refusal of the proposed conditions at any time before the expiry of the period of notice.

4. No notice of the cancellation of existing conditions of employment or remuneration shall be required in the event of the worker's being entrusted, in cases where the requirements of the establishment so warrant, with other work than that specified in his contract of employment for a period not exceeding three months in a calendar year, on condition that it does not involve any loss of pay and corresponds to the worker's skills.

Article 43 (as amended 7 April 1989)

1. An establishment may give notice of the cancellation of conditions of employment or remuneration to a worker covered by Article 39 if it has become necessary on account of :

- (1) the introduction of new rules of remuneration affecting all the workers employed in the establishment or a particular group of workers or on account of the liquidation of the department in which the worker is employed ;
- (2) his incapacity, as certified by a medical practitioner, to do his previous work or on account of his ceasing through no fault of his own to have the necessary entitlement to do it.

2. A worker covered by Article 39 may be given notice by the establishment of the cancellation of his conditions of employment or remuneration where it becomes necessary to entrust him with different work for reasons other than those mentioned in 1. Where this involves loss of pay, the worker shall be entitled to a compensatory allowance.

3. Provisions of 1. and 2. shall apply respectively where the termination of a contract of employment is subject to restrictions in virtue of special provisions.

Division 4. Workers' Rights in Case of Unjustified or Unlawful Dismissal with Notice by Works Establishment**Article 44**

A worker may lodge an appeal against the termination with notice of his contract of employment to the labour court referred to in Part XII.

Article 45 (as amended 8 April 1989)

1. If a termination with notice of a contract of employment for an indefinite period is found to be unjustified or infringes the provisions concerning termination of employment contracts, the court, according to the employee's demand, shall decide about ineffectiveness of the notice, or if the contract has already been dissolved, about that employee's reinstatement in his job on the previous conditions or about indemnity.

2. The court may dismiss an employee's request to recognize the notice of termination ineffective or to reinstate that employee in his job if it finds a compliance with that request impossible or inexpedient due to a liquidation or bankruptcy of the workplace or to organizational or production changes that involve reduction of staff ; in that case, the court shall decree indemnity.

3. The provision of 2. shall not apply to employees mentioned in Arts. 39 and 177 and in special provisions concerning protection of employees against termination with notice or dissolution of the employment contract.

Article 46 (cancelled 7 April 1989)**Article 47**

1. A worker resuming his employment after being reinstated shall be entitled to his remuneration for the time when he was not employed, subject to a maximum of two months' pay or, when there was a three-month period of notice, subject to a maximum of one month's pay. Where the worker whose contract of employment has been terminated is covered by Article 39 or is a woman worker pregnant or on maternity leave, the remuneration shall be payable for the entire period for which this person was not employed ; the foregoing shall also apply where the termination of the contract is subject to restrictions by virtue of special provisions.

2. The remuneration referred to in 1. shall be reduced by the amount of any remuneration that the worker earned by taking up employment in some other establishment during the period in question.

Article 47¹ (added 7 April 1989)

The indemnity mentioned in Art. 45 shall be due in the amount of the salary for a period from two weeks to three months ; that amount shall not be smaller, however, than the salary due for the period of notice.

Article 48

1. An establishment may refuse to re-employ a worker if he does not, within seven days of his reinstatement, announce his readiness to take up his work without delay, unless the foregoing time limit is exceeded for reasons beyond the worker's control.

2. A worker who, before being reinstated, has taken up employment in another establishment, may terminate his contract of employment with that establishment within seven days of his reinstatement, without giving notice of termination, but subject to three days' warning. The termination of a contract in this way shall have the same legal effects as the termination with notice of the contract by the establishment.

Article 49

Where the period of notice observed is shorter than the period required, the contract of employment shall terminate on the expiry of the latter period, and the

worker shall be entitled to his remuneration until the contract terminates. The provisions of 2. of Article 47 shall apply respectively.

Article 50 (as amended 7 April 1989)

1. Where a contract of employment concluded for a trial period is terminated with notice in violation of the provisions governing the termination of such contracts, the worker shall only be entitled to compensation. Such compensation shall be payable at the rate of his remuneration for the period for which the contract was intended to last.

2 (cancelled 7 April 1989).

3. Where a contract of employment concluded for a definite period or for the period necessary to perform a definite work is terminated with notice in violation of the provisions governing the termination of such contracts, the worker shall only be entitled to compensation.

4. The compensation referred to in 3. shall be payable at the rate of the worker's remuneration for the period for which the contract was intended to last, subject to a maximum of three-months' pay.

5. Provisions of 3. shall not apply where a woman worker's contract of employment is terminated with notice while she is pregnant or on maternity leave. In such cases Article 45 in conjunction with Article 177, shall apply.

Article 51

1. Where a worker has resumed his employment after being reinstated, his period of employment shall include any period for which he was not employed but for which he was granted his remuneration. Any period for which he was not employed but for which he was not granted his remuneration shall not be reckoned as any break in his employment involving the forfeiture of any rights for which an uninterrupted period of employment is required.

2. Where a worker is granted compensation, his period of employment shall include any period for which he was not employed, in so far as it corresponds to the period for which the compensation was granted.

**Division 5. Termination of Contracts
of Employment without Notice**

Article 52 (as amended 7 April 1989)

1. An establishment is entitled to terminate a contract of employment without notice through the worker's fault if :

- (1) the worker commits a serious violation of his basic duties as a worker and more particularly, if he disturbs the order and peace of the workplace, is absent from his work without a justified reason, reports to work in a state indicating the use of alcohol or consumes alcohol during working hours or at the workplace or commits abuses in connection with the receipt of social security allowances or other welfare benefits ;
- (2) the worker commits an offence during the currency of his contract of employment that renders his further employment at his post impossible, if the offence is manifest or has been established by a judgement with force of law :

(3) the worker ceases through his own fault to have the necessary entitlement for the performance of work at his post.

2. A contract of employment shall not be terminated without notice through the worker's fault after one month has expired since the establishment became aware of the circumstances warranting such termination.

3. The head of an establishment shall take the decision to terminate a contract without notice after seeking the opinion of the works trade union organisation, which he shall inform of the reasons justifying such termination. When the works trade union organization has reservations as to the grounds justifying the termination of the contract, it shall express its opinion without delay and in any event within three days.

4. (cancelled by amendment of 24 July 1985).

Article 53

1. An establishment is entitled to terminate a contract of employment without notice :

(1) if the worker is incapacitated for work on account of sickness and such incapacity lasts —

a. longer than three months, in cases where the worker has been employed in the same establishment for less than six months ;

b. longer than the sickness-allowances period, in case where the worker has been employed in the same establishment for at least six months, or where the incapacity was caused by an accident at work or occupational disease ;

(2) if the worker is absent from his work for more than one month for a justified reason other than those covered by clause (1).

2. A contract of employment shall not be terminated without notice where a worker is absent on account of his caring for a child or being placed in isolation because of a contagious disease, for such time as he is in receipt of an allowance on that account ;

3. A contract of employment shall not be terminated without the notice after the worker has reported for work on the cessation of the reasons for his absence.

4. The provision of 3. of Article 52 shall apply respectively.

5. Wherever possible an establishment shall re-engage a worker who, within six months of the termination of his contract without notice for any of the reasons mentioned in 1. and 2., announces his return to the establishment immediately after the reason ceases to exist.

Article 54

The declaration by an establishment of the termination of a contract of employment without notice shall indicate the reason justifying such termination.

Article 55

1. A worker is entitled to terminate his contract of employment without notice if a public health service institution confirms that his work is harmful to his health and the establishment does not transfer him within the time limit indicated in the medical certificate to some other job appropriate to his state of health and vocational skills.

2. The declaration by a worker of the termination of his contract of employment without notice shall be made in writing, with an indication of the reason for such termination.

3. The termination of a contract of employment for the reasons indicated in 1. shall have the same legal effects as the termination with notice of a contract by an establishment.

Division 6. Workers' Rights in Case of the Unlawful Dismissal without Notice by the Establishment

Article 56

A worker whose contract of employment has been terminated without notice in violation of the provisions governing the termination of contracts in this way shall be entitled to claim either his reinstatement on the previous conditions or the payment of compensation. A decision on such reinstatement or compensation shall be taken by an appeals committee for labour cases.

Article 57

1. A worker resuming his employment after being reinstated shall be entitled to his remuneration for the time he was not employed, subject to a maximum of three month's pay and a minimum of one month's pay.

2. Where a worker whose contract of employment has been terminated is covered by Article 39 or is a woman worker who is pregnant or on maternity leave, the remuneration shall be payable for the entire period for which such person was not employed ; the foregoing shall also apply where the termination is subject to restrictions by virtue of special provisions.

3. The remuneration referred to in 1. and 2. shall be reduced by the amount of any remuneration that the worker earned by taking up employment in some other establishment during the period in question. Provided that the remuneration due shall not be less than one month's pay.

4. Article 48 and 1. of Article 51 shall apply respectively.

Article 58

The compensation referred to in Article 56 shall be payable at the rate of the worker's remuneration for the period of notice. Where the contract of employment that is terminated was concluded for a definite period or for the period required to carry out a specific task, the compensation shall be payable at the rate of his remuneration for the period for which the contract was intended to last, subject to a maximum of three months' pay.

Article 59

Where a contract of employment concluded for a definite period or for the period required to carry out a specific task is terminated by an establishment in violation of the provisions governing the termination of contracts without notice, the worker shall only be entitled to compensation, if the period for which the contract was intended to last has already expired or his reinstatement would be inappropriate in view of the short time remaining until the expiry of that period. Such compensation shall be payable at the rate specified in Article 58.

Article 60

Where an establishment has terminated a contract of employment during the period of notice in violation of the provisions governing the termination of contracts without notice, the worker shall only be entitled to compensation. Such compensation shall be payable at the rate of his remuneration for the time remaining until the expiry of the notice.

Article 61

The provisions of 2. of Article 51 shall apply, respectively, to a worker who is granted compensation by virtue of this Division.

Article 62

Where the termination of a contract of employment without notice was justified, but was in violation of the provisions relating to the written form of the declaration (3. of Article 30), the permissible time limit for termination on condition that the time limit was not exceeded to more than an insignificant extent (2. of Article 52), the required procedure (3. of Article 52 and 4. of Article 53) or the indication of the reason for the termination (Article 54), the committee may reject application for the worker's reinstatement or the payment of compensation if its acceptance would be contrary to the rules governing the life in the community.

Division 7. Extinction of Contracts of Employment**Article 63**

A contract of employment shall be extinguished in cases specified in this code and in special provisions.

Article 64

1. A contract of employment shall be extinguished if a worker abandons his job.
2. The extinction of a contract as a result of the worker's abandonment of his job shall have the same legal effects as the termination by the establishment of a contract without notice through the worker's fault, unless special provision is made for the effects to be wider in scope.

Article 65

1. The worker shall be regarded as abandoning his job where he wilfully avoids performing his work. He shall likewise be regarded as abandoning it if he fails to report for work without informing the establishment within the appropriate time limit of the reason of his absence.
2. The date for the extinction of a worker's contract of employment shall be deemed the date on which the worker ceased to do his job.
3. An establishment shall allow a worker to resume his job if he was unable to justify his absence at the proper time but complied with his duty immediately after the impediment ceased to exist.

Article 66

1. A contract of employment shall be extinguished after the worker has been absent for three months on account of his provisional detention, unless the establishment terminates his contract earlier without notice through his fault.

2. Despite the fact that a contract of employment has been extinguished on account of the worker's provisional detention, an establishment shall re-engage him if the criminal proceedings are discontinued or he is acquitted and announces his return to work within seven days of the judgement becoming final. Article 48 shall apply respectively.

3. The provisions of 2. shall not apply in cases where criminal proceedings are discontinued because of a limitation period or of an amnesty or where such proceedings are conditionally discontinued.

Article 67

Where an establishment fails to comply with the provisions of this Division, the worker shall be entitled to appeal to an appeal committee for labour cases. Division 6 of this Chapter shall apply respectively to such claims.

CHAPTER 3

Employment Relationships Established on the Basis of Appointment, Election, Nomination and Co-Operative Contracts of Employment

Division I. Employment Relationships on the Basis of Appointment

Article 68 (as amended 7 April 1989)

1. Employment relationships with heads of establishments and their deputies shall be established on the basis of appointment by the competent authority.

I ¹.The employment relation mentioned in 1. shall be established for an indefinite period ; if the employee has been appointed for a definite period on the grounds of special provisions, the employment relationship shall be established for the period of appointment.

2. The Council of Ministers, after agreement with the All-National Inter-Union Organization, may by order prescribe other managerial posts in which the workers are employed on the basis of an appointment. Subject to the same procedure, the Council of Ministers may also prescribe certain categories of establishments in which provisions of 1. do not apply.

Article 68¹ (added 7 April 1989)

Appointment can be preceded by competition even if special provisions do not require that a candidate for the post should be appointed as a result of competition only.

Article 68² (added 7 April 1989)

1. The employment relationship based on appointment shall be established with the date specified in the act of appointment ; if that date has not been specified, the employment relationship shall be established on the day on which the act of appointment is delivered, unless special provisions provide otherwise.

2. Appointment should be made in writing.

Article 68³ (added 7 April 1989)

If an employee appointed to a post as a result of competition finds himself in employment relationship with another workplace and is bound by a three-months period of notice, he is entitled to dissolve that relationship with a one-month period of notice. A dissolution of the employment relationship according to this mode involves the effects provided in labour law in the case of dissolution of the employment contract with notice by the workplace.

Article 69 (as amended 7 April 1989)

Unless provisions of the present Division provide otherwise, the employment relationship based on appointment shall be regulated by provisions that concern employment contract for an indefinite period, with exclusion of provisions that regulate :

- 1) the mode of procedure of dissolving contracts of employment,
- 2) examination of disputes arising out of employment in the part concerning decisions :
 - a) about ineffectiveness of notices of termination,
 - b) about the indemnity provided in cases of termination of employment contract with notice,
 - c) about reinstatement in the job.

Article 70 (as amended 7 April 1989)

1. A worker employed on the basis of an appointment may at any time either immediately or with effect from a specified date, be removed from his post, by the authority that appointed him. This applies also to an employee who has been appointed to the post for a definite period on the grounds of special provisions.

1. ¹. Removal should be made in writing.

12. The employment relation with an employee who has been removal from his post shall be dissolved following the principles specified in the provisions of the present Division, unless otherwise provided by special provisions.

2. The removal of a worker from his post shall have the same force and effects as the termination of a contract of employment with notice. During the period of notice the worker shall be entitled to his remuneration at the rate payable prior to his removal.

3. The removal of a worker from his post shall have the same force and effect as the termination of a contract of employment without notice if it was ordered for any of the reasons mentioned in Articles 52 or 53.

Article 71

At a worker's request or with his consent, an establishment may employ him during the period of notice on other work appropriate to his vocational skills, and employ him on the expiry of the period of notice, the conditions of work and payment agreed upon by the parties.

Article 72

1. Where a worker is removed from his post during a period of justified absence from work, the notice shall run from the expiry of that period. Provided that where

such justified absence lasts for longer than the period specified in 1. and 2. of Article 53, the authority that appointed the worker may terminate his employment relationship without notice.

2. Where a woman worker is removed from her post while she is pregnant, the authority removing her shall assure her another job appropriate to her vocational skills and, for a period equal to the period of notice she shall be entitled to her remuneration at the rate payable prior to her removal. Provided that where she does not agree to take up another job, her employment relationship shall be subject to termination on the expiry of a period equal to the period of notice, which shall run from the date on which another job is proposed to her in writing.

3. The provisions of 2. shall apply respectively where a worker who is not more than two years from pensionable age is removed from his post, if the period of employment will enable him to acquire a pension entitlement on reaching that age.

4. Where an establishment fails to comply with provisions of 1. to 3., the worker shall be entitled to appeal to an appeals committee for labour cases.

Division 2. Employment Relationship Established on the Basis of Election

Article 73

1. An employment relationship shall be established on the basis of a person's election if the election results in his duty to perform a work as worker.

2. An employment relationship established on the basis of a person's election shall be terminated on the cessation of his period of office.

Article 74

A worker who is placed on unpaid leave as a result of his election shall be entitled to return to the establishment in which he was employed at the time of the election and to take up a post equivalent in terms of remuneration to his previous post, if he announces his return within seven days of the termination of the employment relationships established as a result of his election. Failure to comply with this condition shall imply the extinction of the worker's employment relationship unless the failure was due to reasons beyond his control.

Article 75

A worker who is not placed on unpaid leave as a result of his election shall be entitled to severance pay equal to one month's remuneration.

Division 3. Employment Relationship Established on the Basis of Nomination

Article 76

An employment relationship shall be established on the basis of a person's nomination in such cases as are warranted by the special nature of the work and as are prescribed in separate provisions or the provisions made under Article 298.

**Division 4. Employment Relationship Established on the Basis
of a Co-Operative Contract of Employment****Article 77**

1. Any employment relationship between a work co-operative and any of its members shall be established on the basis of a co-operative contract of employment.

2. In so far as no provision to the contrary is made in the Decree concerning co-operative societies and their unions, the provisions of this code shall apply respectively to co-operative contracts of employment.