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Public Policy: Labor Standards and Protection of Socio-Economic Rights of the Employees in Iranian and International Law

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ABSTRACT

After the development of workers' rights protection debate, the labor market is no longer able to continue without considering the essential rights of the employees. Core Labor Standards (as WTO and ILO refer) protect the socio-economic rights of the employees. Most important Core Labor Standards are as follows: a) access to work- in considering the initial employment of a worker, access right interfere; b) anti-discrimination- during his/her employment, employee has the right of being treated favorably and equally compared to a fellow employee; and c) dismissal protection- the dismissal of the employee is subject to special rules which protect the employee against the arbitrary dismissal. This paper focuses on labor standard and surveys the role of each specific labor standard in the protection of the employees. The Iranian Labor Code was adopted in October 1990 by Iranian Parliament and the Expediency Council. The aim of this paper is to survey the differences of Islamic Labor law and International Law and to highlight the issues and points of difference for comparative purposes. Thus the different aspects of "Right to employment" which introduce labor standards, namely 'access to employment', 'non-discrimination in employment and occupation', and 'protection against dismissal' is surveyed in Iranian Labor law and in International law.
KEY WORDS: Labor market, trade, labor standards, social and economic rights, employee's rights.

INTRODUCTION

Labor market is the nominal market in which workers find paying work, employers find willing workers, and wage rates are determined. Merriam Webster dictionary has defined the labor market as "the area within which workers compete for jobs and employers compete for worker". In this market the concept of labor standards are incorporated.

According to ILO portal, labor standards are legal instruments drawn up by the ILO's constituents (governments, employers and workers) and setting out basic principles and rights at work. They are either conventions, which are legally binding international treaties that may be ratified by member states, or recommendations, which serve as non-binding guidelines. In 1998 certain Core Standards of labor were codified by the International Labor Organization (ILO). In this year ILO issued a "Declaration on Fundamental Principles and Rights at Work". There can be four principles declared by the Declaration: 1)The elimination of discrimination in respect of employment and occupation 2)The elimination of all forms of forced and compulsory labor (freedom of access to work and labour market) 3) The effective elimination of child labor (appropriate conditions of work). 4) Freedom of association and effective recognition of the right to collective bargaining.

Core labor standards

Labor standards would include a range of rules most of which aim to protect the employees. The most important social economic rights related to labor are as follows:

a) Access to Employment Market

From the paternalist point of view, labor market is a market under the control of state. Thus the legal norms of state interfere in labor market and oblige the employer not to discriminate in employing the applicants. Article 23: (1) of Universal Declaration of Human Rights proclaims that "Everyone has the right to work, to free choice of employment, to just and favorable conditions of work and to protection against unemployment".
Apparently every person has the right to access the employment, but reviewing the case law reveals that there are many occasions in which applicants are limited to access the employment. In a case in European Court of Human Rights the court made it clear that the government ban on former agents of the previous regime accessing employment market in public sector and part of private sector fell within the scope of article 8 of

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European Court of Human Rights, since it affected their ability to develop relations to the outside world to a very significant degree and has created serious difficulties for them in terms of earning their living without obvious repercussions on the enjoyment of their private life(Sidabras and Dziautas Case, HCtHR, 2004)Rights Thus access to the labor market has become a social policy issue and state institutions including judicial institutions of the state are concerned about access of people employment and labor market.

b) Non-discrimination in Labor Market

Reaching to the idea of full employment in society is met by the equality among the applicants of work and also among the employees. Thus, a system of rules under the title of Non-discrimination law has been created.

Discrimination is prohibited in several International Labor Organization conventions ILO's No.111 convention (1958) declares: "for For the purpose of this Convention the term *discrimination* includes any distinction, exclusion or preference made on the basis of race, color, sex, religion, political opinion, national extraction or social origin, which has the effect of nullifying or impairing equality of opportunity or treatment in employment or occupation. Article adds "Any distinction, exclusion or preference in respect of a particular job based on the inherent requirements thereof shall not be deemed to be discrimination". The article then elaborates different aspects of employment and occupations and ads: "For the purpose of this Convention the terms employment and occupation include access to vocational training, access to employment and to particular occupations, and terms and conditions of employment.

In European labor law, social and economic rights of people are primarily recognized by the principle of non-discrimination in labor market. It means that the non-discrimination is at the heart of social and economic rights of people. The aim of non-discrimination law is to allow all individuals an equal and fair prospect to access opportunities available in a society (Handbook of European Non-discrimination Law, 2011). According to article 13 of EU Treaty, Article 141 of European Council emphasizes non-discrimination in case of payment. According to this article each state must ensure the principle of equal pay for women and men for equal work.
Along with EC treaty and article 14 of ECHR and Protocol no.12 of the European Convention of Human Rights, there are important measures taken in EU level prohibiting discrimination in labor market. Of these measures are:
- Council Directive 75/117/EEC of 10 February 1975 on the approximation of the laws of the Member States relating to the application of the principle of equal pay for men and women
- Council Directive 2000/78 of 27November 2000 establishing a general framework for equal treatment in employment and occupation
- Council directive2000/43 on implementing the principle of equal treatment between persons irrespective of racial or ethnic origin.

Despite different directives on non-discrimination in labor market, the only directive which comprehensively include all sorts of discrimination is "Council Directive 2000/78 of 27November 2000 establishing a general framework for equal treatment in employment and occupation". The Anti-Discrimination Directive providing for a general framework for the realization of equal treatment in employment and occupation prohibits in Article 2 any indirect or direct discrimination in the employment relationship based on religion or belief, disability, age or sexual orientation.

Discrimination between employees based on gender

In a case (Defrenne *v. Sabena* Case, 1976) the applicant complained that she was paid less than her male counterparts, despite undertaking identical employment duties. The ECJ held that this was clearly a case of sex discrimination. In reaching this decision, the ECJ highlighted both the economic and social dimension of the Union, and that non-discrimination assists in progressing the EU towards these objectives.

Discrimination based on religion or belief of the employees

The Framework Directive does not define 'religion'. By the religion or belief, the Directive presumably means to encapsulate both religious beliefs and other philosophical beliefs on major issues such as life, death, and mortality and thus a belief in a divine being or deity would appear to be unnecessary (Evelyn Ellis, 2005).
A study (Ludwig Boltzmann Institute, 2004) shows great majority (over 95 %) of Polish society declares itself as Roman Catholic. And people who belong to the Orthodox Church make up about 1.43% of the population, while less than 0.5 % Poles are Protestant and of Protestant tradition. In comparison, around 0.14% people are attached to the Old Catholic Church.

In Poland there are at present 196 churches and religious associations. 147 churches and religious associations are registered. Religious communities may register with the government; however, they are not required to do so and may function freely without registration.

Article 6 Para 1 of the 1989 Law, guaranteeing Freedom of Conscience and Religion prohibits discrimination or granting of privileges on the basis of religion or beliefs regarding religious issues. According to their right to freedom of religion pupils are supposed to have the choice between religious instruction and ethics. However, the Ombudsperson for Civil Rights states that in most schools, ethics courses are not offered due to financial constraints. Helsinki Foundation for Human Rights reported that religious minority groups encountered problems in trying to rent premises for their routine work, to organize open meetings and religious celebrations (Ludwig Boltzmann Institute, 2004).

c) Dismissal of Employee

In all labor markets Dismissal of an employee cannot be arbitrary and with the breach of employment contract. Payments for dismissed workers are widely observed. About 50% of OECD member states had legal entitlements to severance pay for individual dismissals in the early 1990s (Lazear 1990). Private and collective agreements can constitute the basis for such transfers (cf.Pencavel 1991, 63f, Pita 1997). In the absence of market imperfections - and sometimes also in their presence – severance payments have no employment effects (Lazear 1990, Burda 1992, Booth 1997). In general, no distinction is made between awards for individual dismissals - here referred to as severance payments (SPs) and compensations for collective dismissals – labeled redundancy payments (RPs), although, they can differ substantially (Emerson 1988; Laszlo Georke, 2001).

In European level the Collective Redundancies Directive obliges employers to inform and consult the respective employees' representative in case of dismissals of a large number of workers affected for one or more reasons not related to the individual workers concerned within a certain period of time. It is left to the Member States how to sanction this obligation to consult.

Many countries have laid down provisions in this regard. For example German law has included corresponding provisions in 17 et seq. of its Dismissal Protection Act (Kundigungsschutzgesetz) for a long time (Lowisch, 2003).

Dismissal of pregnant women

ILO Convention No.183 on Maternity Protection, 2000 - In this Convention on Maternity Protection are regulated beneath other subjects the question of maternity leave, employment protection and nondiscrimination.

The ILO Convention No. 183 is the revision of the Convention No. 103 of 1952, which revised the Convention No. 3 of 1919; all three Conventions are on maternity protection. Latvia did ratify the Convention on Maternity Protection No.3 of 1919. Already in the first Convention on Maternity Protection can be found the notion of maternity leave and a provision on dismissal protection. Nevertheless the opinion will be based on the most recent ILO Convention. Article 41 On production of a medical certificate or other appropriate certification, as determined by national law and practice, stating the presumed date of childbirth, a woman to whom this Convention applies shall be entitled to a period of maternity leave of not less than 14 weeks. 5. The prenatal portion of maternity leave shall be extended by any period elapsing between the presumed date of childbirth and the actual date of childbirth, without reduction in any compulsory portion of postnatal leave."

According to article. 8,1. "It shall be unlawful for an employer to terminate the employment of a woman during her pregnancy or absence on leave referred to in Articles 4 or 5 during a period following her return to work prescribed by national laws or regulations, except on grounds unrelated to the pregnancy or birth of the child and its consequences or nursing. The burden of proving that the reasons for dismissal are unrelated to pregnancy or childbirth and its consequences or nursing shall rest on the employer." Some groups of employees are protected against dismissal. There exist certain provisions in European law in this regards. Article 8 Council Directive 92/85/EEC concerning the implementation of measures to encourage improvements in the safety and health of pregnant workers, women workers who have recently given birth and women who are breastfeeding reads: 1. Member States shall take the necessary measures to ensure that workers within the meaning of Article 2 are entitled to a continuous period of maternity leave of at least 14 weeks allocated before and/or after confinement in accordance with national legislation and/or practice.2. The maternity leave stipulated in paragraph 1 must include compulsory maternity leave of at least two weeks allocated before and/or after confinement in accordance with national legislation and/or practice."

Many States have adopted measure to protect the rights of this kind of employees. For example Spanish law provides for 16 weeks of maternity leave, which can be taken before or after the birth as the woman decides, but at least 6 weeks must be taken after the birth, during which time the woman may not work. In Sweden women are entitled to 7 weeks off work before the birth and 7 weeks after the birth. They are also entitled to leave if they are breastfeeding the baby. Thus there is no period of compulsory maternity leave (Duel,2003).

Protection of workers from iranian law point of view

In this part the Iranian law is surveyed in order to make a comparative study on the issue of the protection of the employee. The compatibility of Iranian law with international norms will be reviewed in this section.

a)Definition of worker in Islamic Law

A section in Civil Code (Volume I, Book III, Section III) is called 'on specified contracts'. *Specified Contracts* are contracts whose rules are specific and are in contrast with 'general contracts'. Iranian Civil Code includes 3 Volumes, namely: Volume I (of Property), Volume II (of Person), Volume III (on Proof of the Claims).

Specified contracts are those whose framework is recognized by law and the effects of which are determined by law, all other contracts are non-specified contracts. Non-specified contracts are authorized to be made and are considered as general contracts. According to *article 10* of Civil Code, "private contracts which are concluded by the person, not contrary to the law, are in effect. According to the principle of Freedom of Contracts in people are free to make any sort of contract not contrary to the law (Collins, 2003). Examples of Specified contracts in Iranian law and Islamic Fegh'h (part of Islamic Shari' a) are: Sales Contract, Contract of Lease, Contract of Representation, and Contract of Marriage, Contract of Guarantee. In elaborating Contract of Lease, Article 447 of Iranian Civil Code, which is wholly based on Islamic law proclaims: "Subject of the Lease Contract can be either a property or a person" (Shahid Aval, Maki al- Ameli, 2009). In article 446 Lease is defined; according to this article lease is contract by which the leasee would own the profit of the lease subject. Then a person's force (which is the profit) is owned by the employer (which is the leaser). It should be mentioned that according to Iranian Civil Code every sort of working for another person entails pay, unless it is proved that the work was done for free (Tabaro' iee). According to article 333 of the Civil Code "every person who does any work for another and by the order of him, if the work conventionally entails payment, the person performing the work entitles imbursement for the work, unless it is proved that the person intended the free work.

Definition of *worker* in Iranian Labor Code is another point of argument. Article1 of 1960 Code of Labor states: "from the viewpoint of this Code, worker is a person who works by the *order* of employer and in return for a salary or payment". In new Code (1990) worker "is a person who works by the *offer* of employer and in return for a payment which includes salary, wage, profit and every other advantage, notwithstanding the title of this payment" (article 2 of Labor Code).Thus in new Code the employee works not by the order but by the offer of the employee. Some scholars believe this is consistent with the evolution of right to employment debate, but some scholars believe the word order, when comes along with the phrase in return for a payment indicates that the freedom to work is implicit (Araghi, 2010).

b)Employment Contract from the Shari' a point of view

In this section employment contracts are surveyed through related Islamic law rules. For this purpose the definition of Contract in Islamic Law is studied first. The different kinds of contract in Islamic Law and the characteristics of employment contract (the Lease of Persons Contract) is studied in this section.

From Islamic point of view a contract is made [when] two or more persons agree on a subject which is [legally] accepted by them. Article 190 of Iranian Civil Code proclaims that "the Required Ingredients of a contract are: 1- Intention and consent of the parties 2- the subject of contract which should be specified 3- the Capacity of the Parties 4- The legality of the purpose of the contract, if the purpose is specified ".

In Islamic Fegh'h, contracts are divided from different points of view. From one perspective contracts are divided as contracts of promise and contracts of proprietorship. *Contracts of proprietorship* are contracts in which a party will own a good, and *contracts of promise* is a contract whose subject is doing something (Katoozian, 1989). From another perspective contracts are divide as being either reciprocal contract or *Tabaro ee* which means Article 801 of the Civil Code represent example of a reciprocal contract. Lease contract is from one perspective a contract of proprietorship, because one party will own something. What is owned by the employer is the "benefit" which is the work force of the worker. The consideration for the part of the employee is "the earnings". This is dealt with in section (d) below.

There is no definition of employment contract, except "Lease Contract" in Islamic law; a lease can have the subject of using a "person", instead of a Property. It should be kept in mind that Employment Contract is defined in Labor Code, but Labor Code definition is not based on Islamic law; because of the lack of such definition, Labor Code terminology is based on comparative study of French law and also the ILO instruments. This has been introduced in Iranian law (discussed in part I. of the paper). Many scholars inside Iran have criticized the wording of article and proposed that it should include the phrase "Lease of the Services of Persons" or "Hiring of Persons" instead of "Lease of the Persons". A lease has been defined in Fegh'h texts as: A

lease is a contract in which a specified benefit is owned for a specified consideration. Thus "Lease of Person Contract" is a Contract of Proprietorship and also a reciprocal Contract (see section (b)). Only in article 7 of Labor Code the employment contract is defined. Article 7 of the Code provides: "Employment Contract is a contract in parole or written contract in which the worker works for the employer for a fixed period or permanent work in return for the earnings". Existing of two definitions about the same concept might create complexities; many have suggested that the definition in Civil Code and the introduction of the concept of "The Lease of the Person" reminds us of the slavery period and thus is practically revoked. Observing the same evolution in French law and the emergence of the concept of *Employment Contract* instead of the *Lease of Person Contract* in Iranian Labor Code many believe that this evolution is of the results of evolution of human perspective over time (Araghi, 2010).

Requirements of conclusion of the Lease of Persons contracts are as follows: Capacity - In Lease of the Person, both parties should have the majority, should be sane. Also they should have to be "Rashid" (Katoozian, 2006) and this means a person whose dealings in his/her financial issues are sane. Thus, Rashid in Islamic Law concerns with ability to descend and preserve personal benefits. This requirement is also of the general requirements to make contracts. There may arise some doubts on the requirement of being Rashid in Contract of Lease of Person, because in Islamic Law the requirement of being Rashid only related to financial benefit of persons, but it should be kept in mind that the Lease of the Persons – that is hiring of a person- also has a financial dimension, because what is hired is the work force of the person (Langaroodi Jafari and Mohhamad Jafar, 2000) and the work force of any person has a financial value and thus, hiring a person has a financial dimension too. Thus, in Islamic Fegh' h Lease of the Persons has the same requirements as the general contracts (see (a))

The Benefit – Lease of Person, is a Reciprocal Contract. Thus, the benefit (which comes from the work force of the worker) is the consideration, and when –according to article 190 of Civil Code- subject of contract should be specified, the benefit of the employment contract (Lease of Person's Contract) should be specified (Ahmadi and Mohhamad Hussein, 2011). The specification of the benefit is twofold. Article 514 of Civil Code, declares when the criteria for the Lease is the period of time, the period should be specified; otherwise the consideration (the benefit) is vague and this results to invalidity of the contract. As the specification of the subject is one of essential ingredients of any contract in Islamic Law (and is declared in article 190 of the Civil Code), non-specification of the period of the Lease Contract- as the subject of the Lease Contract- would result in invalidity of the contract. The Lease of Person might be seen as contrary to human integrity. Article 960 of Civil Code recognized this problem according to this article and declares that being hired for a lifetime is seen as waiver of personal integrity and is illegal. Thus no Lease of Person Contract can last for a life-long time. Specification of the subject of Lease contract can be done by the specifying the *work* which should be done. Then by specifying the work there is no requirement that the period be determined. From the Articles 509 -517 it can be deduced that if the subject of contract is not done in the specified period, the employer can subtract a portion of the payment, and this is true about all sorts of the Lease of Persons Contracts (Katoozian, 2006).

Legality – The subject of employment contract (Lease of Persons Contract, as the Code refer) should be doing something legal. Debate has been made on the concept of "legality" in Iranian legal order. Some scholar believe legal is whatever not contrary to law (here means statute and judicial precedents); others believe the concept "legal" (Mashroo) refer to what is not contrary to statues, judicial precedent –formal sources of law- and also not contrary to Islamic Shari' a. This debate would result in the conviction that the Judge should endeavor not only to search the law from the statutes and judicial precedent but also the judge has the duty to observe rules of Islamic Shari' a separately. According to the fact that by the order of article 4 of the Constitution all laws (civil, penal,…) should be consistent with the Islamic Shari' a and that special body named "the Guardian Council" has been created for the harmonization of laws with Islamic Shari' a, conducts of persons not contrary to law (formal sources) should be deemed "Legal" and it is thus unnecessary to search again for the accordance of the conduct with Islamic Shari' a.

c) Freedom and right to work in Islamic Law

Islamic law scholars – so-called Faghi' hs- believe that some extracts of the Holy Koran indicates to labor. In Najm Soorah (39 to 41) it is declared that: "Nothing would be for Human unless he labors". Some scholars believe that this is announcing the right to work. However, the extract announces *duty to work* rather than right to work. There have been enormous debates in social sciences if there is a *right* to work or a *duty* to work for the people of the society. It is argued that every person has the duty to work as a sort of contribution to the welfare of the state. In Canon Law there are rules (canons) about the duty to work. *Code of Canon Law #211 states: "*All the Christian faithful have the duty and right to work so that the divine message of salvation more and more reaches all people in every age and in every land (Coriden, 1985). AZSZQ1

Principle 28 of the new Constitution provides: "Every person has the right to choose a job he/she wishes, a job which is not contrary to Islam [laws], public policy and the rights of others. The state, with the observance

of the need of society to different jobs, is under duty to provide the opportunity to work and equal conditions for the access to employment."

d) Non-discrimination in Iranian Law

Iranian Constitution – principle 3 of the Constitution stipulates: "the government would endeavor to utilize all the possibilities for the following purposes: … 6- the elimination of undue Discrimination and creation of just possibilities for all".

Principle 19 of the Constitution calls for equality of all races. . Principle 19 provides: "the People of Iran, form every race and ethnic origin are equal before the law".

According to principle 13 of the Constitution the only recognized religious minority in Iran would be those Christians, Judaists and Zardoshtis. A lot have been written on criticism of the provision as not to include other religions or beliefs. Article 14 of the constitution provides that Iranians must treat fairly with the Non-Muslims. The freedom of *aggregation recognized* of religious minority is declared in Principle 26 of the Constitution.

Principle 20 of the Constitution stipulates: "all the persons of the nation, whether woman or man, are equally under the protection of law and would have all the human, political, economic, social and cultural rights, with the observance of Islamic norms". As seen by the wording of the principle giving of every sort of rights is subject to the accordance of those rights with *Islamic norms*. Principle 28 exactly relates to non-discrimination issue in employment. Principle 28 of Iranian Constitution stipulates: "Every person has the right to choose a job he/she wishes, a job which is not contrary to Islam [laws], public policy and the rights of others. The state, with the observance of the need of society to different jobs, is under duty to provide the opportunity to work and equal conditions for the access to employment."

e) Dismissal in Iranian law

Iranian Labor Code has effective rules protecting the rights of the employees against dismissal. Article 27 of Code stipulates that when the worker bears a *failure* in performing his specified duties or breaches the workplace's codes of conduct, the employer has the right to, after the written notice pay the worker a sum equal to the receiving wages of one month for each year of his working record and to end the contract. As seen above dismissal is the Code has been classified as being either justifiable or unjustifiable. In case of the failure from the worker, the dismissal if proceeded in due manner can be justified and would entail less compensation. Both justifiable and non-justifiable dismissal would entail compensation. Article 165 stipulates that if the worker – after being dismissed and having litigated- no longer wants to return to work, the employer has to pay compensation as equal to the wage of 45 days per working year. It means that a worker receiving 1000$ per month, with 10 years of experience would receive a compensation equal to 1500 $ per year and 15000$ overall (in case of just dismissal the compensation in the mentioned example will be 1000$ for the worker). Such regulation which is now practiced and observed in case law in Iran appropriately protects the right of the employee being dismissed (Araghi, 2010). This provision is stipulated because most workers litigating for dismissal don't wish to return to work and the provision helps the dismissed worker to tackle with the prospective possible social problems. Pregnancy and maternal leave is recognized in article 76 of Labor Code. According to the article maternal leave is 90 days. And if possible 45 days of these 90 days should be granted after the giving birth. After the rest period woman worker would return to work (article76 (1)). This means the dismissal of the woman during the maternity leave is forbidden and this is in accordance with the ILO convention no. 183.

Conclusion

Labor law in international level has evolved during the past century. Several labor standards have been adopted through international conventions. International labor law has introduced standards of labor which aims to be universally implemented. Most important rights established in international level are a-access to employment; b-non-discrimination in employment and occupation and c- protection against dismissal.

Iranian labor law is primarily derived from the principle sources of Islamic Fegh' h. Freedom of access to employment is recognized through article 10 of Civil Code and article 2 of Labor Code. Principle 28 of Iranian Constitution stipulates: Every person has the right to choose a job he/she wishes, a job which is not contrary to Islam [laws], public policy and the rights of others. The state, with the observance of the need of society to different jobs, is under duty to provide the opportunity to work and equal conditions for the access to employment". Thus, in terms of access to employment, Islamic and Iranian Law has modern and effective rules. The definition of *worker* has evolved in 1960-1990 period.

Non-discrimination is included in Islamic Republic of Iran Constitution principles 19 on racial equality, principle 20 on gender equality, and principle 28 on equality with respect to employment. There still remains the need for the clarification in non-discrimination area in Labor Code.

Dismissals are dealt with in detail in Labor Code, rules of which only apply to workers in permanent employment. Appropriate protection of workers against arbitrary dismissals requires the Code wordings to be clear and unambiguous. The concept of *failure* of the worker, when dealt with broadly, creates the possibility of being misused by the employer. Despite this some aspect of limitation for dismissal is in conformity with international norms made by ILO. The limitation of dismissal of a woman during the maternity leave is of the examples where the international norms have been observed.

The Iranian law altogether can be seen in consistent with international norms in many aspects. Nevertheless the points of differences, many of which have been dealt with in this review, require the attention of the state in order to reach the maximum limit of protection.

REFERENCES

Araghi, Ezatollah (2010). "Labor law". SAMT Publications, Tehran, Iran.

Ahmadi, Mohhamad Hussein (2011). The Lease of Person Contracts. Bagher-al-oloom Research Centre, Tehran.

Barbara Liegl, *et.al,(2004).* Ludwig Boltzmann Institute. Brochure on Anti-Discrimination Legislation and Policies in Poland.

Blanpain, Roger, *et.al (2008).* "New developments in employment discrimination law, Bulletin of Comparative Labour Relations.

Coriden, James A. Coriden, *et.al* (1985). The Code of Canon Law: a text and Commentry, Paulist Press.

European Court of Human Rights (2011). Handbook of European Non-discrimination Law,

Goerke, Laszlo (2011). "Redundancy pay and Collective Dismissals", Norwegian-German Seminar on Public Economics.

Katoozian Naser (1989). "Introduction to civil law: Legal Acts, Contracts and Eegha" Enteshar Publication, Tehran.

Katoozian, Naser (1999). "Lessons on Specified Contracts", 8th Edition,Ganj-e-danesh Publication, Tehran, Iran.

Langaroodi Jafari, Mohhamad Jafar,(2000, (1)). "Detailed in Terminology of Law", Tehran, Ganj-e-danesh Publication,

Lee J. Alston, Joseph P. Ferrie (1999). "Southern paternalism and the American welfare state, Cambridge University Press.

Lucy Vickers (2006). "Religion and Belief Discrimination in Employment , the EU law", European Commission.

Manfred, lowich (2003). "*labor law in Europe*", Ritsumeikan Law Review.1(20): 1-15.

Roger Blanpain, *et.al*. (2008). New developments in employment discrimination law, Bulletin of Comparative Labour Relations.

Rolf E. Sartorius (1983). "Paternalism", University of Minnesota Press.

Shahid Aval, Maki al- Ameli (2010). [Fegh'h Texts] Lom e' dameshgi a' , translated by Seyed Abbas Hosseini Nik, Majd Publication, Tehran.

Turnell, Sean (2002). "Core labour standards and the WTO" Economic and Labor Relations Review. Volume: 13 (1).

Wiebke Düvel (2003). Protection of pregnant women from dismissal, Baltic Labour Law Project,