WageIndicator Foundation - www.wageindicator.org

WageIndicator started in 2001 to contribute to a more transparent labour market for workers and employers by publishing easily accessible information on a website. It collects, compares and shares labour market information through online and face-to-face surveys and desk research. It publishes the collected information on national websites, thereby serving as an online library for wage information, labour law, and career advice, both for workers/employees and employers. The WageIndicator websites and related communication activities reach out to millions of people on a monthly basis. The WageIndicator concept is owned by the independent, non-profit WageIndicator Foundation, established in 2003. The Foundation has offices in Amsterdam (HQ), Ahmedabad, Bratislava, Buenos Aires, Cape Town, Islamabad and Venice.

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INTRODUCTION

Decent Work is the type of work to which all of us aspire. It is done under conditions where people are gainfully employed (and there exist adequate income and employment opportunities); the social protection system (labour protection and social security) is fully developed and accessible to all; social dialogue and tripartism are promoted and encouraged; and rights at work, as specified in ILO Declaration on Fundamental Principles and Rights at Work and Core ILO Conventions, are practised, promoted and respected.

WageIndicator Foundation has been working since late 2007 to raise awareness of workplace rights through a unique tool, i.e., Decent Work Check. The Decent Work Check considers different work aspects deemed necessary in attaining “decent work”. The work makes the abstract Conventions and legal texts tangible and measurable in practice.

The Decent Work Check employs a double comparison system. It first compares national laws with international labour standards and scores the national regulations (happy or sad face). If national regulations in a country are not consistent with ILO conventions, it receives a sad face, and its score decreases (and vice versa). It then allows workers to compare their on-ground situation with national regulations. Finally, workers can compare their personal score with the national score and see whether their working conditions are consistent with national and international labour standards. The Check is based on de jure labour provisions, as found in the labour legislation.

A Decent Work Check is beneficial both for employees and employers. It gives them knowledge, which is the first step towards any improvement. It informs employees of their rights at the workplace while simultaneously enlightening employers about their obligations. Decent Work Check is also helpful for researchers, labour rights organisations conducting surveys on the situation of rights at work and the general public wanting to know more about the world of work. For example, WageIndicator teams worldwide have found out that workers, small employers and even labour inspectors are not, sometimes, fully aware of the labour law. When you are informed – being a worker, self-employed, employee, employer, policymaker, or labour inspector – there is a greater possibility that you ask for your rights (as a worker), you comply with rules (as an employer), and you strive to enforce these (as a labour inspector).

The work is relevant to the challenges posed to the future of work, especially the effective enforcement of legislation in financially constrained states, a rise in precarious employment and analysing the impact of regulatory regimes.

In 2023, the team aims to include at least 12 more countries, thus taking the number of countries with a Decent Work Check to 125!
# Major Legislation on Employment and Labour


3. Interprofessional collective agreement of Côte d’Ivoire of 19 July 1977


5. Decree No. 2007-608 of 8 November 2007 establishing the National Labour Council


8. Order No. 2017-016 MEPS-CAB of 2 June 2017 determining the list of light work authorised for children between the ages of thirteen (13) and sixteen (16)

9. Order No. 2017-017 MEPS-CAB of 2 June 2017 determining the list of dangerous work prohibited to children

10. Order No. 2250 of 14 March 2005 determining the list of dangerous work for children under the age of 18

11. Decree No. 65-210 of 17 June 1965 laying down the procedures for the fulfilment of the employer’s obligation to provide a medical or health service for his workers

12. Decree No. 2011-371 of 04 November 2011 amending and supplementing Article 2 of Decree No. 96-205 of 7 March 1996 determining the list and regime of public holidays

13. Decree No. 96-205 of 7 March 1996 determining the list and regime of public holidays


15. Law No. 99-477 amending the Social Security Code

16. Law No. 92-571 of 11 September 1992 on the modalities of strikes in the public services

17. Law No. 2010-272 of 30 September 2010 on the prohibition of trafficking and the worst forms of child labour

18. Decree No. 96-200 of 7 March 1996, on the duration of the notice period for the termination of the employment contract

19. Decree No. 96-287 of 3 April 1996 on the employment contract

20. Decree No. 96-195 of 7 March 1996 on trial employment and the duration of the trial period
21. Decree No. 96-203 of 7 March 1996 on working hours
22. Decree No. 96-204 of 7 March 1996 on night work
ILO Conventions

Convention No. 26 (1928) on Methods of Determining Minimum Wages, ratified on 20/09/1960;
Minimum wage: Convention 131 (1970)
Regular pay & wage protection: Conventions 95 (1949) and 117(1962)

The Ivory Coast has ratified the Conventions 26 & 95 only.

Summary of Provisions under ILO Conventions

The minimum wage must cover the living expenses of the employee and his/her family members. Moreover, it must relate reasonably to the general level of wages earned and the living standard of other social groups. Wages must be paid regularly on a daily, weekly, fortnightly or monthly basis.
Regulations on work and wages:


Minimum Wage

The minimum wage in Ivorian law is governed by the Labour Code and the Constitution. Indeed, the right to decent working conditions and fair remuneration is guaranteed to every Ivorian worker.

Under the Labour Code, there are two minimum wages in Côte d'Ivoire: the SMIG (Salaire Minimum Interprofessionnel Garanti), which was revised in November 2013 and is set at 60,000 CFA francs per month, and the SMAG (Salaire Minimum Agricole Garanti), which is set at 36,000 CFA francs per month and has not been revised since 1994.

The amounts of the minimum wages (SMIG and SMAG) are determined by decree after the opinion of the Consultative Labour Commission. Thus, every three years, the social partners negotiate the amounts of the SMIG and SMAG within the Consultative Labour Commission.

In the absence of collective agreements, regulations determine:

(i) the professional categories and the corresponding minimum wages;
(ii) the minimum rates of increase for overtime worked during the day and night on working days, Sundays and public holidays; and
(iii) possibly, seniority and attendance bonuses.

Remuneration for piecework must be calculated in such a way that it provides workers of average ability and normal work with a wage at least equal to that of a worker paid by the hour and doing similar work.

The law does not contain provisions for monitoring the compliance of the minimum wage, but it does provide that labour inspectors observe breaches of the provisions of the labour legislation and have the power to impose sanctions (fines) and may refer cases to the labour court.

The Labour and Social Legislation Inspectorate is the body responsible for ensuring the application and monitoring of compliance with legislative and regulatory provisions relating to general working and employment conditions.


Regular Pay

In accordance with the provisions of the Ivorian Labour Code, wages are defined as the minimum wage and its accessories as well as all other benefits, paid directly or indirectly in cash by the employer to the worker in return for the latter’s employment.

Thus, the payment of wages must be made in legal tender, and except in cases of force majeure, at the workplace or at the employer’s office when it is close to the workplace. Nor may payment be made under any circumstances, either on the
worker’s day of rest or in a drinking establishment or sales shop, except for workers who are normally employed there. Likewise, the law formally prohibits the payment of alcohol, alcoholic beverages or drugs. Furthermore, no worker is obliged to accept payment in whole or in part in kind. Furthermore, with the exception of professions listed by decree, the employer is obliged to pay wages at regular intervals not exceeding fifteen days for workers hired on a daily or weekly basis, and one month for workers hired on a fortnightly or monthly basis.

In the case of monthly payments, payment must be made no later than eight days after the end of the month of work which gives rise to the right to wages. However, for any piecework or output work that is to be performed for more than a fortnight, the worker shall receive, each fortnight, advance payments corresponding to at least 90% of the minimum wage and shall be paid in full within the fortnight following delivery of the work.

For equal working conditions or for work of equal value, the employer is obliged to ensure equal pay for all employees, regardless of their sex, age, social origin, race, national origin, political and religious opinions, or membership or non-membership of a trade union.

Apart from compulsory deductions and deposits which may be provided for by collective agreements, the employer may only deduct from wages or salaries for the repayment of money advanced to the worker by voluntary assignment of the remuneration. The voluntary assignment of wages and salaries shall be made by the worker before the president of the court of his place of residence or, failing that, the Inspector of Labour and Social Laws.

In general, the deduction from wages may not, for each pay, exceed the seizable portion, the rates of which are fixed by decree.

In the event that a permanent worker, who is not a native of the place of employment and does not have habitual residence there, cannot, by his own means, obtain sufficient accommodation for himself and his family, the employer is obliged to provide it under the conditions set by decree. The law also obliges the employer to provide or assist in the provision of foodstuffs, when the same worker cannot, by his own means, obtain regular supplies for himself and his family.

**Source:** Art. 31.1, 32.1, 31.2, 31.4, 31.7, 31.8, 32.7, 34.1 & 34.2 Labour Code, 2015
**02/13 COMPENSATION**

**ILO Conventions**

Compensation overtime: Convention 01 (1919)
Night work: Convention 171 (1990)

**The Ivory Coast has ratified the Convention 171 only.**

**Summary of Provisions under ILO Conventions**

Working overtime is to be avoided. Whenever it is unavoidable, extra compensation is at stake - minimally the basic hourly wage plus all additional benefits you are entitled to. In accordance with ILO Convention 1, overtime pay rate should not be less than one and a quarter time (125%) the regular rate.

Night work means all work which is performed during a period of not less than seven (07) consecutive hours, including the interval from midnight to 5 a.m. A night worker is a worker whose work requires performance of a substantial number of hours of night work which exceeds a specified limit (at least 3 hours). Convention 171 requires that night workers be compensated with reduced working time or higher pay or similar benefits. Similar provisions fare found in the Night Work Recommendation No. 178 of 1990.

If a worker has to work on a national/religious holiday or a weekly rest day, he/she should be entitled to compensation. Not necessarily in the same week, provided that the right to a paid compensation is not.

If a worker has to work during the weekend, he/she should thereby acquire the right to a rest period of 24 uninterrupted hours instead. Not necessarily in the weekend, but at least in the course of the following week. Similarly, if a worker has to work on a public holiday, he/she must be given a compensatory holiday. A higher rate of pay for working on a public holiday or a weekly rest day does not take away the right to a holiday/ rest.
Regulations on compensation:

- Decree No. 96-203 of 7 March 1996 on working hours
- Decree No. 96-204 of 7 March 1996 on night work
- Decree No. 96-205 of 7 March 1996 on public holidays and non-working days

Overtime Compensation

The legal working week is forty hours for all establishments subject to the Labour Code, with the exception of agricultural establishments. However, without derogating from the rules on equivalence, recovery of collectively lost hours, overtime, permanent or temporary derogations, the weekly working time may not exceed:

- forty hours per week for non-agricultural enterprises;
- forty-eight hours per week for farms, establishments, agricultural enterprises and similar businesses, up to a maximum of two thousand four hundred hours per year.

The law prohibits any child from working more than forty hours per week.

In application of the weekly working time, the employer shall determine the daily working time applicable in the farm, establishment or enterprise, by choosing one of the following methods of distribution

1. limitation of actual work to eight hours per day, for five working days of the week
2. limitation of actual work to six hours and forty minutes per working day of the week
3. unequal distribution of the 40 hours per week among the working days, with a maximum of eight hours per day.

In certain situations, due to the discontinuous or intermittent nature of the activity of all or part of the company's staff, involving in particular off-peak periods, a longer weekly working time than that normally laid down is allowed as an equivalent for the staff concerned. Thus, the longer weekly working hours that may be accepted as equivalent are defined as follows

a) between 40 hours and 44 hours maximum for non-agricultural enterprises;
b) between 48 hours and 52 hours maximum for farms, establishments, agricultural enterprises and the like
c) 56 hours for domestic staff and caretakers.

Nevertheless, for agricultural establishments, any hour worked beyond the equivalent time and as the case may be, will be considered as overtime and paid as such.

In addition, the daily working time may be extended beyond the normal working time applicable to the enterprise, establishment or holding, in the event of an extraordinary increase in work in order to maintain or increase production.

The hours worked in this case shall be considered as overtime and shall give rise to the wage increases provided for by the collective agreements or establishment agreements.

Failing this, the wage increases applicable to overtime are set by order of the Minister
of Labour. In general, these increases may not be less than the following rates:

- 15% increase for hours worked from the 41st to the 46th hour;
- 50% increase for hours worked beyond the 46th hour;
- 75% increase for hours worked at night;
- 75% increase for hours worked during the day, on Sundays and public holidays;
- 100% increase for hours worked at night, on Sundays and public holidays.

**Sources:** Article 21.2 of the Labour Code, 2015; Article 10 of Order No 2017-017 MEPS/CAB of 02 June 2017 determining the list of dangerous work prohibited to children; Articles 1, 2, 3, 24 of Decree No. 96-203 of 7 March 1996 on working hours

**Night Work Compensation**

The hours during which work is considered to be night work are set by decree. Thus, any work performed during the period of eight consecutive hours between 9 p.m. and 5 a.m. is considered night work.

Nevertheless, for this type of work, the law provides that children under fourteen years of age who are admitted to an apprenticeship or pre-vocational training course may not, under any circumstances, be engaged in any work whatsoever during the period of delimitation of night work and, in general, during the interval of fifteen consecutive hours from 5 p.m. to 8 a.m. Similarly, young people over fourteen and under eighteen years of age may not be engaged in work for a minimum period of twelve consecutive hours in the interval from 6 p.m. to 6 a.m.

However, if it proves necessary, beneficial and without danger to the health of young workers, the Labour and Social Affairs Inspector may grant exemptions to allow the latter to be employed, up to a maximum of one hour, before the beginning or end of the prescribed interval. The ban on night work also extends to pregnant women. Young workers under the age of 18 shall be granted a daily compensatory rest of at least 12 consecutive hours.

A worker engaged in night work during the specified period shall be entitled to a basket premium when he has completed six consecutive hours of work. The amount of this premium is equal to three times the minimum hourly wage resulting from the Guaranteed Interprofessional Minimum Wage (SMIG) or equal to three times the minimum hourly wage of the agricultural or forestry sector to which the enterprise employing the worker concerned belongs.

In general, the duration of night work may not exceed eight consecutive hours of actual work, interspersed with one or two fifteen-minute breaks.

The continuation of service beyond this period will be considered as overtime and paid as such.

**Sources:** Articles 22.1, 22.2 & 22.3 of the Labour Code, 2015; Articles 1, 3, 4, 5, 9 of Decree No. 96-204 of 7 March 1996 on night work

**Compensatory Holidays / Rest Days**

No applicable provisions could be located within the law which required for a compensatory holiday in case of work on a rest day or a public holiday.
Weekend / Public Holiday Work Compensation

Hours worked on a weekly rest day in order to maintain or increase production are considered as overtime and give rise to the wage increases provided for by collective agreements or establishment agreements and, failing that, by order of the Minister of Labour. Thus, under the Decree No. 203 of 7 March 1996, a wage increase of 75% is provided for hours worked during the day, on Sundays and public holidays, and 100% for hours worked at night, on Sundays and public holidays.

Sources: Article 24 of Decree No. 96-203 of 7 March 1996 on working hours
03/13 ANNUAL LEAVE & HOLIDAYS

ILO Conventions

Convention 132 (1970) on Holidays with Pay Convention
Conventions 14 (1921), 47 (1935) and 106 (1957) for weekly rest days.
In addition, for several industries, different Conventions apply.

The Ivory Coast has ratified Convention N° 014 only.

Summary of Provisions under ILO Conventions

An employee is entitled to at least 21 consecutive days of paid annual leave. National and religious holidays are not included. Collective agreements must provide at least one day of annual leave on full remuneration for every 17 days on which the employee worked or was entitled to be paid.

A worker should be entitled to paid leave during national and officially recognized public holidays.

Workers should enjoy a rest period of at least twenty-four consecutive hours in every 7-day period, i.e., a week.
Regulations on annual leave and holidays:

- Decree no. 96-205 of 7 March 1996 determining the list and regime of public holidays
- Interprofessional Collective Agreement, 1977

Paid Vacation / Annual Leave

The worker acquires the right to paid leave, at the employer's expense, at the rate of 2.2 working days per month of actual service, unless there is a more favourable provision in the collective agreements or the individual contract. For young workers under the age of eighteen and apprentices, the duration of leave is set at two and two-tenths working days per month of work. The annual duration of the leave is increased in consideration of the seniority in the company. Thus, it increases by one additional working day after five years of service in the company, by two additional working days after 10 years of continuous service in the same company, by three additional working days after 15 years of continuous service in the same company, by five additional working days after 20 years of continuous service in the same company, by seven additional working days after 25 years of continuous service in the same company, and by eight additional working days after 30 years of continuous service in the same company. For the calculation of this allowance, the following procedure should be followed:

a) Determination of the average monthly salary for the last 12 months;
b) Division of the monthly average by 30 to obtain the average daily wage;
c) Multiplying the average daily wage by the number of calendar days of leave certified by an approved doctor and exceptional leave shall not be deducted.

Entitlement to leave is acquired after a period of actual service equal to one year. However, individual employment contracts may provide for more favourable arrangements for determining the duration of leave.

The reference period during which the worker must take his leave is within twelve months of his recruitment or return from the previous leave.

The date of each worker's leave shall be set by agreement between the employer and the worker, taking into account the needs of the establishment and the wishes of the worker. Once this date has been set, it may not be brought forward or delayed by more than three months, except with the exceptional and individual authorisation of the labour inspector. In addition, the leave may only be split up with the employee's agreement and on condition that the employee has at least fourteen consecutive days of rest, including any weekly rest days or public holidays.

Annual leave shall be paid in full. During the entire period of leave, the employer must pay the employee an allowance calculated on the basis of the wages and various elements of remuneration from which the employee benefited during the 12 months preceding the date of departure on leave.

Thus, for the calculation of this allowance, the following procedure should be followed:

a) Determination of the average monthly salary for the last 12 months;
b) Division of the monthly average by 30 to obtain the average daily wage;
c) Multiplying the average daily wage by the number of calendar days of leave.
the worker is entitled to.

In the event of termination or expiration of the contract before the worker has acquired the right to the leave, he/she will receive compensation in lieu of leave calculated on the basis of the acquired rights. In addition, workers hired on an hourly or daily basis for temporary work shall receive, at the latest at the end of the last day of work, compensation for paid leave, together with the salary earned, equal to one-twelfth of the remuneration earned during this period. Similarly, workers in temporary employment agencies also receive, at the end of each assignment, a compensatory holiday allowance equal to one twelfth of the total remuneration received during the assignment.

**Source:** Articles 25.1-25.10 of the Labour Code, 2015; Article 5 of Decree No. 98-39 of 28 January 1998 on the system of paid leave under the Labour Code; Art. 69, last paragraph, 70, 1st paragraph, 71, 4th paragraph of the Interprofessional Collective Agreement, 1977

**Pay on Public Holidays**

Legislation concerning public holidays in Côte d'Ivoire is provided for by Decree No. 2011-371 amending and supplementing Decree No. 96-205 which determines the list and regime of public holidays. Nevertheless, in accordance with the provisions of the Labour Code, two public holidays, including National Day and May 1st, Labour Day, are the only ones declared as public holidays, non-working and paid. In addition, the new Decree provides for 16 public holidays and days off including, unless otherwise agreed, civil or religious holidays, the list of which is as follows 1 January, Easter Monday, Ascension Day, Whit Monday, the end of Ramadan (Aïd-El-Fitr), Tabaski (Aïd-El-Kébir), 15 August, Assumption Day, 1 November, All Saints' Day, 15 November, National Day of Peace, 25 December, Christmas Day, the day after the Night of Destiny (Lailatou-Kadr) the day after the Anniversary of the Birth of the Prophet Mohammed (Maouloud), the day after National Day and Labour Day whenever the said holidays fall on a Sunday, the day after the End of Ramadan, whenever the said holiday falls on a Sunday, the day after Christmas Day, whenever the said holiday falls on a Sunday, the day after Tabaski, whenever the said holiday falls on a Sunday.

In accordance with the interprofessional collective agreement, in addition to the public holidays, non-working days and paid holidays mentioned in the Decree, there are two legal holidays which are non-working days, namely Easter Monday and Whit Monday.

In addition, the days following the holidays of 7 December and 1 May are also public holidays if they fall on a Sunday.

In addition, whenever the bank holidays (7 December) falls on a Tuesday or Friday, the day before or the day after, as the case may be, is also considered a public holiday.

With regard to workers' remuneration for public holidays, the legislation in force stipulates that unemployment on public holidays with pay cannot be a reason for reducing monthly or weekly wages and salaries. Similarly, employees paid by the hour, day or output are entitled to compensation equal to the wages they have lost as a result of such unemployment.

In the case of establishments or services which, because of the nature of their

The text in this document was last updated in December 2023. For the most recent and updated text on Employment & Labour Legislation in Ivory Coast in French, please refer to: [https://votresalaire.org/cotedivoire/](https://votresalaire.org/cotedivoire/).
activity, cannot interrupt work, employees working on non-working and paid public holidays are entitled, in addition to the salary corresponding to the work carried out on that day, to an indemnity equal to the amount of the said salary.

**Sources:** Article 24.2 of the Labour Code, 2015; Article 1 of Decree no. 2011-371 of 4 November 2011 amending and supplementing Article 2 of Decree no. 96-205 of 7 March 1996 determining the list and regime of public holidays; Article 3 of Decree no. 96-205 of 7 March 1996 determining the list and regime of public holidays; Art. 65 of the Interprofessional Collective Agreement, 1977.

**Weekly Rest Days**

The weekly rest period is compulsory for all workers. It shall be at least twenty-four consecutive hours and shall in principle be taken on Sundays, except for undertakings organising shift work by day and night, including Sundays and public holidays if any, which provide a production or service requiring uninterrupted operation. Similarly, in establishments where the work schedule normally includes a day or half-day of rest, staff may be employed on that day or half-day of rest when another day has been taken off due to a legal, regulatory or contractual holiday.

**Sources:** Article 24.1 of the Labour Code, 2015; Art. 10&22 of Decree No. 96-203 of 7 March 1996 on working hours.
04/13 EMPLOYMENT SECURITY

ILO Conventions

Convention 158 (1982) on employment termination

Ivory Coast has not ratified the Convention 158.

Summary of Provisions under ILO Convention

The questions under this section measure the security or even flexibility or precariousness of an employment relationship. Although these are not clearly mentioned in a single convention (severance pay and notice requirement are provided in the Termination of Employment Convention No. 158) however, the best practices in the field require that employees be provided with a written contract of employment; workers on fixed term contracts should not be hired for tasks of permanent nature; a reasonable probation period (ideally lower than or equal to 6 months) may be followed to assess the suitability of an employee; a period of notice must be specified in an employment contract before severing the employment relationship; and workers be paid severance allowance on termination of employment relationship.

A contract of employment may be oral or written however workers should be provided with a written statement of employment at the start of their employment.

Fixed Term Contract workers must not be hired for permanent tasks as it leads to precarious employment.

A reasonable probation period must be allowed to let a worker learn new skills. A newly hired employee may be fired during probation period without any negative consequences.

A reasonable notice period, depending on the length of service of an employee, may be required before an employer may sever the employment relationship.

Employers may be required to pay a severance allowance on termination of employment (due to redundancy or any other reason except for lack of capacity or misconduct).
Regulations on employment security:

- Interprofessional Collective Agreement, 1977
- Decree No. 96-287 of 3 April 1996 on the employment contract
- Decree No. 96-201 of 7 March 1996 on redundancy pay
- Decree No. 96-195 of 7 March 1996 on the trial employment and the duration of the trial period
- Decree No. 96-200 of 7 March 1996 on the duration of the notice period for the termination of an employment contract

Written Employment Particulars

The employment contract is governed by the Labour Code and Decree No. 96-287 on the employment contract. It is an agreement of wills by which a natural person undertakes to place his or her professional activity under the direction and authority of another person or legal entity, in return for payment.

The provisions relating to the trial period, apprenticeship contracts, part-time employment contracts, temporary employment contracts, fixed-term and open-ended contracts are laid down by decrees.

The employment contract must contain the following information: the date and place of establishment of the contract; the surname, first names, profession and domicile of the employer; the surname, first names, sex, date and place of birth, parentage, domicile and nationality of the worker, his trade or profession; the nature and duration of the contract; the worker’s classification in the professional hierarchy, his salary and the accessories to the salary; the job(s) that the worker will be called upon to do in the company or its establishments in Côte d’Ivoire; the reference to the regulatory texts or collective agreements that govern all relations between employer and worker; possibly, the specific clauses agreed upon by the parties.

As regards the details of employment contained in the letter of recruitment, the latter must include the first six items of information provided for the employment contract. However, the letter of employment may replace the employment contract. In addition, the employment contract or letter of employment is drafted in the French language and must be signed by both the employer and the worker.

The interprofessional collective agreement, for its part, stipulates that employment must always be recorded in a letter of employment or any other document in lieu thereof, indicating the identity of the worker, the date of employment, the professional classification and the agreed salary, which must in no way be lower than the conventional minimum wage for the classification, and possibly the conditions and duration of a trial period.


Fixed Term Contracts

The legal provisions on fixed-term contracts are enshrined in the Labour Code, which stipulates that such a contract has a
term fixed by the parties at the time of its conclusion. Therefore, it must indicate either the date of its completion or the precise duration for which it is concluded. The law thus defines a fixed-term employment contract as a contract which ends at the end of the term fixed by the parties at the time of its conclusion. In addition, it must be in writing or recorded in a letter of employment.

Fixed-term employment contracts are concluded for a period of two years. They may be renewed without limitation provided that they do not exceed the maximum duration of two years.

Similarly, a fixed-term contract with an imprecise term cannot be used to fill a job related to the normal and permanent activity of the company. It must be concluded for the performance of a specific and temporary task.

**Source:** Articles 15.1-15.4 of the Labour Code, 2015

**Probation Period**

The Labour Code and, more specifically, Decree No. 96-195 of 7 March 1996 contain provisions on the trial period. Indeed, the employment contract may be preceded by a trial hiring of the worker or include a clause determining a trial period prior to the final hiring. During the trial period, the parties have the mutual right to terminate the contract without compensation or notice. The maximum duration of this period varies according to the professional category to which the worker belongs. Thus, the employment contract including a trial period must be concluded in writing or recorded in a letter of employment mentioning the duration of the trial period.

However, collective agreements may provide that employment contracts must include a trial period.

The trial period is eight days for workers paid by the hour or day, one month for workers paid by the month, two months for supervisors, technicians and the like, and three months for engineers, managers, senior technicians and the like.

In addition, these periods may be renewable once, especially for workers who are new to the company or who have never worked. Furthermore, the duration of the trial period for part-time and temporary workers may be set by agreement between the parties at a shorter duration than that provided for the above-mentioned professional categories.

The law also requires that the renewal of the trial period must be notified to the worker in writing and, except for more favourable provisions provided for by collective agreement, establishment agreement or by the employment contract, the worker must be informed within the time limits set at 2 days before the end of the trial period when it is 8 days, 8 days before the end of the trial period when it is one month; 15 days before the end of the trial period when it is two or three months.

In the event that the worker is retained in service at the end of the trial period or its renewal, the contract shall be definitively converted into a contract of employment of indefinite duration.

The probationary contract may be terminated without compensation or notice by either party, knowing that they are both entitled to terminate it.

**Source:** Articles 14.5 of the Labour Code,
2015; Art. 2, 3, 4, 5 & 7 of Decree No. 96-195 of 7 March 1996 on the trial employment and the duration of the trial period; Article 14, paragraph 1 of the interprofessional collective agreement, 1977.

**Notice Requirement**

The legal provisions concerning the requirement of notice prior to the termination of the employment contract can be found in the Labour Code and the Decree on notice of termination of the employment contract. According to the Labour Code, the termination of the employment contract is subject to a notice period given by the party initiating the termination. Article 18.4 requires the party initiating the termination of the contract to notify the other party in writing of its decision. Furthermore, it is up to the party initiating the termination of the contract to prove that such notice was given in writing and the period of notice runs from the date of notification.

Employment contracts are terminated either by the employee's will, or by dismissal for a legitimate reason, or on the expiry of the contract (for fixed-term contracts).

It is also terminated when the employee fulfils the conditions for retirement.

In the case of gross misconduct, the contract is terminated without notice. Dismissal without a legitimate reason is considered unfair.

In the event of termination of the employment contract, except in the case of gross misconduct or more favorable provisions in a collective agreement or employment contract providing for a longer period, the duration of the reciprocal notice period shall be set as follows

1. for workers paid by the hour, by the day, by the week or by the fortnight and classified in the first five categories, it is 8 days, up to 6 months of seniority in the company; 15 days, from 6 months to 1 year of seniority in the company; 1 month, from 1 year to 6 years of seniority in the company; 2 months, from 6 years to 11 years of seniority in the company; 3 months, from 11 years to 16 years of seniority in the company; 4 months, beyond 16 years of seniority in the company;

2. for workers paid by the month and classified in the first five categories, it is 1 month, up to 6 years of seniority in the company; 2 months, from 6 to 11 years of seniority in the company; 3 months, from 11 to 16 years of seniority in the company; 4 months, beyond 16 years of seniority in the company;

3. for workers classified in the 6th category and above, it is fixed at 3 months, up to 16 years of seniority in the company; 4 months, beyond 16 years of seniority in the company;

4. for workers of all categories suffering from a partial permanent disability estimated at more than 40%, normal period of notice up to 6 months of seniority in the company; for a length of service of more than 6 months in the company, it is set at twice the normal notice period.

For a length of service of more than 6 months in the company, it is set at twice the normal notice period.

Thus, during the notice period, the employer and the worker are bound to respect all the reciprocal obligations incumbent on them.

Any termination of a fixed-term contract
without notice or without the notice period having been observed in full shall entail an obligation for the party responsible to pay the other party compensation for notice. The amount of this compensation corresponds to the remuneration and benefits of any kind which the worker would have received during the period of notice which was not effectively observed.

**Source:** Articles 18.3, 18.4, 18.6, 18.7 & 18.15 of the Labour Code, 2015; Art. 33 of the Interprofessional Collective Agreement, 1977; Art. 1 of Decree No. 96-200 of 7 March 1996 on the notice period for the termination of the employment contract

**Severance Pay**

The dismissal indemnity is governed by the Labour Code and Decree No. 96-201 of 7 March 1996. In accordance with the Labour Code, when the termination of the employment contract is not attributable to the worker, including force majeure, a redundancy payment separate from the notice period is payable to the worker or his or her heirs, if he or she has completed a period of effective service equal to one year and has not committed a serious fault.

In addition, when the planned period of absence of the sick worker expires and the worker whose employment contract has been suspended is unable to return to his or her original work, the employer may terminate the contract in writing.

On this occasion, the employer shall send the worker the amount of compensation for notice, leave and dismissal to which the worker may be entitled as a result of the termination, together with a certificate of employment.

Workers are also eligible for redundancy pay when they reach the length of service required for it to be awarded following several recruitments in the same company if their previous departures were caused by a reduction in the workforce or a job cut.

The severance pay shall be represented, for each year of presence in the company, by a specific percentage of the total monthly salary for the twelve months of activity, and shall be set according to the worker’s seniority at

(i) 30% for the first 5 years
(ii) 35% for the period from the 6th to the 10th year inclusive
(iii) 40% for the period beyond the 10th year.

**Source:** Articles 18.5, 18.16 of the Labour Code, 2015; Articles 1, 2&3 of Decree No. 96-201 of 7 March 1996 on dismissal indemnity; Art. 37, paragraph 2; 39 of the Interprofessional Collective Agreement, 1977
05/13 FAMILY RESPONSIBILITIES

ILO Conventions

165: Workers with Family Responsibilities (1981)

Ivory Coast has not ratified the Convention 156 and 165.

Summary of Provisions under ILO Convention

Paternity leave is for the new fathers around the time of childbirth and is usually of shorter duration.

Recommendation (No. 165) provides for parental leave as an option available to either parent to take long leave of absence (paid or unpaid) without resigning from work. Parental leave is usually taken once the maternity and paternity leave have been exhausted. For working parents, laws may define the portion of parental leave that has to be compulsorily taken by fathers or mothers.

Flexible Work Option for Parents / Work-Life Balance Recommendation 165 asks the employers to look into the measures for improving general working conditions through flexible work arrangements.
Regulations on family responsibilities:

- Labour Act, 2015

Paternity Leave

The Labour Act provides for 02 working days of paid paternity leave in the event of the birth of a child. Paternity leave is paid by the employer.


Parental Leave

No applicable provisions could be located within the law.

Flexible Work Option for Parents / Work-Life Balance

No provisions as such could be located within the law.
ILO Conventions

An earlier Convention (103 from 1952) prescribed at least 12 weeks maternity leave, 6 weeks before and 6 weeks after birth. However, a later convention (No. 183 from year 2000) requires that maternity leave be at least 14 weeks of which a period of six weeks compulsory leave should be after childbirth.

Ivory Coast has not ratified the above-mentioned Conventions.

Summary of Provisions under ILO Convention

During pregnancy and maternity leave, a worker should be entitled to medical and midwife care without any additional cost.

During pregnancy and while breastfeeding, a worker should be exempt from work that might bring harm to you or your baby.

The total maternity leave should last at least 14 weeks.

During maternity leave, a worker’s income should amount to at least two thirds of your preceding salary.

During pregnancy and maternity leave, a worker should be protected from dismissal or any other discriminatory treatment.

Workers have the right to return to same or equivalent position after availing maternity leave.

After childbirth and on re-joining work, a worker must be allowed paid nursing breaks for breast-feeding the child.


**Regulations on maternity and work:**

- Labour Act, 2015
- Decree No. 2017-486 of 26 July 2017 on the revaluation of the amount of family allowances paid by the National Social Security Fund
- Decree no. 2018-272 of 7 March 2018 on work prohibited for women and pregnant women
- General Order No. 5254 I.G.T.L.S./A.O.F of 19 July 1954 on the work of women and pregnant women

To be eligible for medical benefits, the insured person must have at least three consecutive months of employment subject to insurance.

**Sources:** Art. 23.11 of the Labour Act, 2015; ISSA|Côte d'Ivoire Country Profile, 2017

**No Harmful Work**

The Labour Act stipulates that the nature of the work forbidden to women, pregnant women and children is determined under conditions set by decree. Thus, it is forbidden to employ pregnant women in work that exceeds their strength, presents causes of danger or which, by its nature and the conditions in which it is carried out, is likely to injure their morals. In addition, women may not work at night in factories, manufactures, mines and quarries, construction sites (especially roads and buildings) and workshops, or in any of their dependencies. Similarly, pregnant women are not allowed to perform night work unless medical advice is given to the contrary, but exemptions may be granted under conditions laid down by decree, due to the particular nature of the professional activity. In addition, the law states that pregnant or breastfeeding women, as well as students and apprentices, must not work in an environment where they are exposed to ionising radiation. Furthermore, if medically determined to be in a state of health, a pregnant woman is entitled to a temporary transfer to another suitable job or position, without any reduction in pay. The woman may not be kept in a job that is recognised as being beyond her strength and must be assigned to a suitable job. Finally, the law prohibits the employment of women in transport on pedal-powered tricycles and in transport on hand trucks or cabriolets.

**Free Medical Care**

The Labour Code provides that women are entitled, within the limits of public health facilities, to reimbursement of medical care related to pregnancy and childbirth and to antenatal allowances. Thus, reimbursement covers hospitalization costs, pharmaceutical costs and medical care related to pregnancy from the third month of pregnancy, according to a tariff established by the managing body. Medical care is provided in the medical and social centre of the National Social Security Fund. Childbirth and caesarean sections are covered under the current free-of-charge policy.
Maternity Leave

According to the Labour Act, a woman in a medically certified state of pregnancy has the right to terminate the employment contract without notice and without having to pay compensation for termination. In addition, the female employee is entitled to 14 consecutive weeks of paid maternity leave, six weeks before the expected date of delivery and eight weeks after the date of delivery. Thus, the eight-week post-natal period is increased by two weeks in the case of a multiple birth. The three-week extension also applies in the event of a duly certified illness resulting from the pregnancy or childbirth. The leave is extended for a period equivalent to the duration of the child's hospitalisation, but may not exceed twelve months.

Source: Articles 23.5, 23.6 of the Labour Act, 2015

Income

During the period of suspension of the employment contract for maternity leave, the female employee is entitled to a maternity allowance and a daily allowance equal to the salary she was receiving at the time of the suspension of her contract, and these benefits are paid by the Social Security Institution to which she is affiliated. However, although temporary, contract and daily employees in the public sector are entitled to these benefits, self-employed women are excluded.

From the day on which the pregnancy is declared, every employed woman or the spouse of an employed person is entitled to antenatal benefits. If this declaration, accompanied by a medical certificate, is sent to the CNPS within the first three months of pregnancy, antenatal benefits are payable for the nine months preceding the birth. They are paid according to the following periods: Prenatal allowances are paid in three instalments: 3,000 CFA francs after the prenatal examination at three months, 6,000 CFA francs after the prenatal examination by a doctor or midwife at six months, and 4,500 CFA francs after the prenatal examination by a doctor or midwife at seven and a half months.

As for the maternity allowance, 18,000 CFA francs is paid in three instalments: 9,000 CFA francs at birth, 4,500 CFA francs at six months, and 4,500 CFA francs at 12 months. Daily allowances are paid to salaried women who stop working during their maternity leave (14 weeks, 6 before and 8 after childbirth).

In addition, it is possible to benefit from an additional rest period of up to 3 weeks justified by an illness resulting from pregnancy or childbirth.

To be eligible for benefits, a woman employee must be resident in Côte d'Ivoire, have been employed by an employer affiliated to the CNPS for at least three months, and have effectively stopped working after seven and a half months of pregnancy.

The text in this document was last updated in December 2023. For the most recent and updated text on Employment & Labour Legislation in Ivory Coast in French, please refer to: https://votresalaire.org/cotedivoire/
The amount paid during the period of leave is the full net salary she was receiving before she went on maternity leave.


**Protection from Dismissals**

During the trial period, a woman's state of pregnancy shall not be taken into consideration in terminating her employment contract or transferring her job or position. However, pregnant workers who are transferred to another position because of their condition shall retain their salary throughout the period of their transfer, even if the position held is inferior to the job usually held. Moreover, no employer may terminate the employment contract of an employee whose pregnancy is medically established during the entire period of suspension of the employment contract to which she is entitled.

Moreover, a woman who has been reassigned to a different job because of her pregnancy shall be reinstated in the job she held before this assignment when she returns to work at the end of the period of suspension of her contract for maternity.

The dismissal is considered unfair if the employee proves by a medical certificate that she is pregnant or by a certificate justifying the birth of a child at home.

**Sources:** Articles 23.3, 23.4, 23.6, paragraph 5, 23.7 of the Labour Code, 2015

**Right to Return to Same Position**

The Labour Code provides that a woman who has been subject to a change of assignment, due to her state of pregnancy, shall be reinstated in the job held prior to this assignment when she returns to work at the end of the period of suspension of her contract for maternity contract.

**Sources:** Article 23.6, paragraph 5 of the Labour Code, 2015

**Breastfeeding**

A female employee shall be entitled to rest periods for breastfeeding for a period of fifteen days from the date of resumption of work. The total duration of these rest periods may not exceed one hour per working day.

**Source:** Article 23.12 of the Labour Act, 2015
07/13 HEALTH & SAFETY

ILO Conventions

Most ILO OSH Conventions deal with very specific Occupational Safety hazards, such as asbestos and chemicals.
Convention 155 (1981) is the relevant general convention here.
Labour Inspection Convention: 81 (1947)

Ivory Coast has ratified both the Conventions 81 & 155.

Summary of Provisions under ILO Conventions

The employer, in all fairness, should make sure that the work process is safe.
The employer should provide protective clothing and other necessary safety precautions for free.
Workers should receive training in all work-related safety and health aspects and must have been shown the emergency exits.
In order to ensure workplace safety and health, a central, independent and efficient labour inspection system should be present.
Regulations on health and safety:

- Labour Act, 2015
- Decree No. 65-210 of 17 June 1965 establishing the modalities of execution of the obligation of the employer to provide a medical or sanitary service to his workers
- Decree No. 98-38 of 28 January 1998 on general hygiene measures in the workplace

Employer Cares

The employer is obliged to take all useful measures that are adapted to the operating conditions of the company, in particular by fitting out the installations and protecting the employees from accidents and illnesses.

Employers are also obliged to monitor the working environment in order to prevent occupational accidents and diseases. They must also carry out health surveillance of workers, which includes a medical examination of applicants for employment or newly recruited employees at the latest before their probationary period, and periodic examinations of employees to ensure their good health.

The employer shall ensure that workers are subject to the medical examinations provided for by the laws and regulations in force, and in particular shall have periodic medical examinations carried out at his own expense for all newly recruited workers, the medical examination for the resumption of work for workers whose contract has been suspended due to illness, the medical examination for women and children, and the medical examination for workers hired for a fixed term of more than three months.

The time for medical examinations is taken from working time and paid at full salary.

The employer is also obliged to place and maintain workers in a working environment suited to their physical and mental conditions. In addition, the employer must ensure the supply of drinking water at the workplace and during working hours. Protection and health measures must be taken, particularly with regard to lighting, ventilation, drinking water, cesspools, dust and vapour evacuation, precautions against fire, radiation, noise and vibrations. It must provide sanitary facilities to provide staff with washbasins, changing rooms, showers, water closets, appropriate seating, chairs, benches or stools, etc. These facilities must be placed in close proximity to the work site. These facilities are placed in their vicinity and must be ventilated, lit and kept in a constant state of cleanliness.

The workers, for their part, must respect the instructions given to them, use the health and safety devices correctly and refrain from removing or modifying them without the employer’s permission.

Sources: Articles 41.1, 41.2, 41.6, 41.8, 43.2 of the Labour Code, 2015; Art. 3, 4 & 5 of Decree No. 65-210 of 17 June 1965 setting out the terms of the employer’s obligation to provide a medical or sanitary service for his workers; Art. 7, 8, 9, 10 & 11 of Decree No. 98-38 of 28 January 1998 on general hygiene measures in the workplace

Free Protection

The Labour Code stipulates that the employer must set up an occupational health and safety committee, whose tasks include ensuring the application of...
legislative and regulatory requirements and instructions concerning health, safety and working conditions, in particular compliance with regulatory requirements for the inspection of machines, tools, installations, equipment and protective equipment. He also participates in the choice of individual and collective protective equipment.

The employer must also provide devices to protect workers against ionising radiation, in particular ionising personal protective equipment, equipment and accessories for handling ionising radiation sources from a distance, zone detectors with audible and visual signals, etc.

In addition, the employer shall provide means of protection against internal contamination, including the containment of unsealed radioactive sources in ventilated hoods, clothing and suitable accessories, in particular gowns closed up to the neck, shoe covers, headgear and production glasses, waterproof suits with self-contained breathing systems.


Training

According to the Labour Code, every employer must organize health and safety training for newly hired employees, employees who change jobs or techniques. In addition, this training must be updated for the benefit of the staff concerned in the event of changes in legislation or regulations.

Source: Article 41.3 of the Labour Act, 2015

Labour Inspection System

The Labour and Social Security Inspectorate, composed of labour and social security inspectors and labour inspectors, is responsible for all matters relating to working conditions, labour relations and employment.

The labour and social inspectors with a professional card have the power to enter freely and without prior warning, at any time of the day or night, any establishment subject to the control of the inspectorate, and to enter, by day or night, any premises which they may have reasonable cause to assume are subject to the control of the inspectorate. In addition, they shall have the power to make such examinations, checks or investigations as may be necessary to ensure that all legislative and regulatory provisions are being complied with, including

1. interviewing, with or without witnesses, the employer and the personnel of the undertaking, checking their identity, obtaining information from any person whose testimony may seem useful
2. request the production of all registers or documents required by the Labour Code or its application texts;
3. Require the posting of any notices whose opposition is provided for by the legal or regulatory provisions;
4. take and take away for analysis, in the presence of the head of the undertaking or the head of the establishment or his deputy and
against receipt, samples of the materials and substances used or handled.

The labour and social law inspectors shall draw up a report on infringements of the provisions of the labour laws and regulations. They may also, with the aim of putting an end to infringements, give advice, warnings or serve formal notices. In addition, they have the power to order or have ordered immediately enforceable measures to stop an imminent danger to the health and safety of workers.

Finally, labour and social law inspectors may not have any interest, direct or indirect, in the companies under their control.

**Sources:** Articles 91.3, 91.5, 91.7 & 91.8 of the Labour Code, 2015
08/13 SICK LEAVE & EMPLOYMENT INJURY BENEFIT

ILO Conventions

Convention 102 (1952), Conventions 121 (1964) and 130 (1969) concerning Social Security, Employment Injury Benefits and Medical Care and Sickness Benefits

Ivory Coast has not ratified the above-mentioned Conventions.

Summary of Provisions under ILO Conventions

A worker’s rights to work and income should be protected when illness strikes. The national labour law may provide that sickness benefit may not be paid during the first 3 days of your absence. Minimally, a worker should be entitled to an income during first 6 months of illness. This income should be at least 45 per cent of the minimum wage. (Countries are free to opt for a system which guarantees 60 per cent of the last wages during the first 6 months of illness or even during the first year). A worker must be entitled to paid sick leave.

During illness, a worker should be entitled to medical care without any additional cost. Employees and their family members should have access to the necessary minimal medical care at an affordable cost.

During the first 6 months of illness, a worker should not be fired.

If a worker is disabled due to an occupational disease or accident, he/she must receive a higher benefit. In the case of temporary or total incapacity/disability, a worker may at least be provided 50% of his average wage while in the case of fatal injury, the survivors may be provided with 40% of the deceased worker’s average wage in periodical payments.
Regulations on sick leave & Employment Injury Benefits:

- Labour Act, 2015
- ISSA Country Profile for Ivory Coast, 2017

Income

According to the Labour Code, the employment contract is suspended for the duration of the sick worker’s absence, in the event of illness duly established by an approved doctor under conditions determined by decree, for a period limited to six months regardless of the worker’s seniority. In the case of long-term illness, the period is extended to twelve months. In addition, the period of suspension of the contract of a sick worker may exceptionally be extended beyond six months until the worker is replaced. However, there is no provision for a maximum duration of sick leave in days.

As regards sick pay, the employer is obliged to pay the worker, within the normal limit of notice, compensation equal to the amount of his remuneration during the period of absence. If the illness requires long-term treatment, the compensation due from the employer is paid for a period of 12 months. Thus, during the period of suspension of the contract due to illness, the employer is obliged to pay the worker, in lieu of remuneration, an allowance equivalent to the compensation for notice set as follows:

<table>
<thead>
<tr>
<th>Seniority in the company</th>
<th>Labourers and employees</th>
<th>Supervisors, technicians and similar staff, managers and engineers and similar staff</th>
</tr>
</thead>
<tbody>
<tr>
<td>Before 12 months</td>
<td>1 month’s full salary plus ½ month’s salary of the following month</td>
<td>Full salary for a period equal to the duration of the notice period plus ½ salary for 3 months</td>
</tr>
<tr>
<td>12 months to 5 years</td>
<td>1 month’s full salary plus ½ month’s salary for 3 months</td>
<td>Full salary for the period equal to the period of notice plus ½ salary for 3 months</td>
</tr>
<tr>
<td>5 years to 10 years</td>
<td>2 months’ full salary plus ½ month’s salary for 4 months</td>
<td>Full pay for a period equal to 2 times the notice period plus ½ salary for 4 months</td>
</tr>
<tr>
<td>More than 10 years</td>
<td>2 months’ full salary plus ½ salary for 5 months</td>
<td>plus ¼ salary per 2 years of presence beyond the 5th year</td>
</tr>
</tbody>
</table>

Source: Article 16.7, paragraph c) & 16.9 of the Labour Code, 2015; Article 3 & 11 of Decree No. 96-198 of 7 March 1996 on the conditions of suspension of the contract due to illness of the worker; Art. 29 of the interprofessional collective agreement, 1977
### Job Security

The employer may not terminate an employment contract suspended due to the absence of the sick worker for a period limited to twelve months, and this period of suspension of the contract may exceptionally be extended until the worker is replaced.

The employer shall be obliged to receive the worker whose contract has been suspended due to illness as soon as he/she reports for duty.

If the employer replaces the sick worker during this one-year period, the replacement must be informed of the provisional nature of his employment.

Furthermore, if, after the expiry of the one-year period and any extension thereof, the employer terminates the contract of the sick worker, the employer shall be responsible for sending him/her the amount of compensation for notice, holidays and dismissal to which the worker may be entitled as a result of this termination, as well as a work certificate.

In the latter case, the replaced worker retains a right of priority for re-employment for a period of one year.

**Source:** Article 16.7, paragraph c) of the Labour Code, 2015; Art. 13 of Decree No. 96-198 of 7 March 1996 on the conditions of suspension of the contract due to illness of the worker; Art. 28, 1°) para. 4 & 37 of the Interprofessional Collective Agreement, 1977

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### Medical Care

The law contains provisions on medical care for pregnant women. They are contained in the Labour Code of 2015 and the Social Welfare Code of 1999. Thus, from the third month of pregnancy, a woman is entitled to reimbursement of medical care related to pregnancy and childbirth, within the limits of the public health care tariffs. The medical care for which the CNPS is responsible is that which may have been caused by the pregnancy or childbirth.

Medical benefits thus include medical and surgical care; pharmaceutical and ancillary expenses; hospitalisation; the supply, repair and renewal of prosthetic and orthopaedic appliances; transport.

In accordance with the Labour Code, the employer must arrange for a medical examination on recruitment and grant leave of absence to a pregnant woman to attend the compulsory medical examinations. These examinations are all paid for by the CNPS.

**Sources:** Articles 23.9, 23.11, paragraph 1 of the Labour Code, 2015; Articles 54 & 80 of Law No. 99-477 of 2 August 1999 on the Social Security Code, 1999

### Disability / Work Injury Benefit

The legal provisions on occupational injury benefits are set out in the Social Welfare Code Act 1999. Benefits are covered by contributions which are entirely paid by employers.

Thus, the rate of contribution to finance the branch of accidents at work and occupational diseases varies from 2% to 5% of gross monthly wages. There is no
The minimum monthly salary for calculating contributions, but the maximum monthly salary for calculating contributions is 70,000 CFA francs.

Contributions are paid monthly by employers with at least 20 employees and quarterly by employers with between 1 and 19 employees.

The employer is responsible for paying all the contributions due in respect of his company's employees.

There is no minimum membership period. Accident at work insurance covers accidents at the workplace and during working hours, accidents on the way to and from work, and accidents that occur during business trips.

In the event of temporary incapacity, a daily allowance of 66.7% of the daily wage is paid by the CNPS to the victim of an accident at work from the 29th day. The benefit is paid from the first day following the accident or the first medical finding of the occupational disease until recovery or permanent incapacity is established. Thereafter, an amount equal to 50% of the daily wage is paid until the 28th day after the start of the incapacity.

In the event of permanent total incapacity (100%), the victim is entitled to a total incapacity pension of a monthly amount equal to 100% of his/her average monthly earnings. If the insured person requires constant assistance from a third party, an additional 40% is awarded.

For a degree of incapacity of at least 10%, the minimum annual salary used as a basis for calculating benefits is 950,553 CFA francs, and the maximum annual salary is set at 26,615,484 CFA francs; but for a degree of incapacity assessed at less than 10%, there is no minimum salary for calculating benefits.

Regarding the payment frequency, the pension is paid monthly if the degree of incapacity is 75% or more; otherwise, it is paid quarterly or annually depending on the amount paid.

As for survivors' benefits, the surviving spouse's pension is equal to 30% of the deceased's annual salary paid to the widow(er) who was married before the onset of the work-related disability or occupational disease. If there are several widows, the pension is divided equally.

The pension is extinguished in the event of remarriage if the widow or widower has no dependent children eligible for an orphan's pension. A lump sum of three years of the widow's/widower's pension is then paid.

For orphans, the amount of the pension paid is 15% of the deceased's annual salary for each of the first two orphans under 16 years of age (21 years of age for a student or if he is suffering from an incurable disease); 10% from the third child onwards; 20% for an orphan of both parents.

If there are eligible ascendants, the amount
payable is 10% of the deceased's annual salary for each dependent ascendant. However, the total annual pensions awarded to survivors may not exceed 85% of the victim's annual salary.

Pensions are adjusted according to the average salary subject to contributions under the scheme and to the minimum wage, within the financial possibilities of the scheme.

A lump sum equivalent to 25% of 950 553 FCFA (the minimum annual salary used as a basis for calculating benefits) is paid to the family of the deceased to cover funeral expenses.

**Sources:** Articles 13, 17-22, 66 of Law No. 99-477 of 2 August 1999 on the Social Welfare Code, 1999; ISSA Country Profile for Côte d'Ivoire, 2017
09/13 SOCIAL SECURITY

ILO Conventions

Social Security (minimum standards): Convention 102 (1952). For several benefits somewhat, higher standards have been set in subsequent Conventions
Employment Injury Benefits: Conventions 121 (1964),
Invalidity, Old age and survivors’ benefits: Convention 128(1967)
Medical Care and Sickness Benefits: Convention 130 (1969)

Ivory Coast has not ratified the above-mentioned Conventions.

Summary of Provisions under ILO Conventions

In the normal circumstances, the pensionable age may not be set higher than 65 years of age. If retirement age is fixed above 65 years, it should give “due regard to the working ability of elderly persons” and “demographic, economic and social criteria, which shall be demonstrated statistically”. Pension can be set as a percentage of the minimum wage or a percentage of the earned wage.

When the breadwinner has died, the spouse and children are entitled to a benefit, expressed as a percentage of the minimum wage, or a percentage of the earned wage. This must at least be 40% of the reference wage.

For a limited period of time, the unemployed has a right to unemployment benefit set as a percentage of the minimum wage or a percentage of the earned wage.

Invalidity benefit is provided when a protected person is unable to engage in a gainful employment, before standard retirement age, due to a non-occupational chronic condition resulting in disease, injury or disability. Invalidity Benefit must at least be 40% of the reference wage.
### Regulations on social security:

- ISSA Country Profile for Côte d’Ivoire, 2017

### Pension Rights

The legal provisions on pension rights are contained in the 1999 Social Security Code. These benefits are financed by a social security scheme managed by the Caisse Nationale de Prévoyance Sociale (National Social Security Fund) and the amount of the salary to be taken into consideration for the basis of contributions may in no case be less than the guaranteed interprofessional minimum wage applicable to employed persons. However, the ceiling of the monthly salary for the calculation of contributions is equal to 45 times the previous monthly legal minimum wage.

Thus, the percentages for the distribution of employers’ and workers’ contributions to the pension branch of the National Social Security Fund are fixed as follows:

- 55% to be paid by the employers;
- 45% to be paid by the workers.

The insured person contributes 6.3% of gross monthly wages, while the employer contributes 7.7% of gross monthly wages. Employers with at least 20 employees pay their contributions monthly and employers with between 1 and 19 employees pay quarterly.

The right to a retirement pension is open to any employee affiliated to the National Social Security Fund, who has reached the age of 60, has ceased all paid activity and has completed at least 15 years of paid activity. The maximum amount of the pension paid under the retirement branch is 50% of the average working wage.

If the insured person is at least 60 years old with less than 15 years of actual or equivalent contributions, he or she may buy back up to 24 months of missing contributions.

In the case of an early retirement pension, the employee must be 55 years old with at least 15 years of actual or equivalent contributions. In this case, the retirement pension is permanently reduced by 5% per year of anticipation, unless the former employee is recognised as unfit for work under the conditions laid down by order of the Minister for Social Security, or if he has reached his maximum level of contributions.

The dependent child bonus is set at one tenth of the retirement pension and is payable for each dependent child under the age of 21. Total bonuses are limited to 30% of the basic pension.

For old-age benefits, the conditions for entitlement are the same as those for the retirement pension. The pension is therefore equal to 1.33% of the insured person’s average monthly salary over the 15 years with the highest salaries multiplied by the number of years of contributions before 1 January 2000; plus 1.7% for each year of contributions after that date.

Finally, the insured person receives a one-off old-age allowance comprising a lump sum based on the insured person’s average annual earnings, the number of years of contributions, and life expectancy at the time of retirement, plus interest.

**Source:** Articles 22, 23 (paragraph 3), 150,
Dependants’ / Survivors’ Benefit

The legal provisions on dependants’/survivors’ benefits are contained in the Social Security Code Act of 1999. If a pensioner or an employed person who may be entitled to an old-age pension dies, the surviving spouse is entitled, from the age of 55, to a reversionary pension equal to 50% of the pension from which the deceased was receiving or would have been receiving, provided that the marriage was contracted at least two (2) years before the death.

If there are several widows, the pension is divided equally between them at the date of death.

In the event of early retirement at the age of 50, the pension is reduced by 5% for each year of early retirement before the age of 55 (without reduction for the widow/widower with dependent children under the age of 21). Entitlement to the survivor’s pension lapses in the event of remarriage as of the first day of the following calendar month.

Children who have lost both parents in a legal marriage and are under 21 years of age are entitled to an orphan’s pension equal to 20% of the pension to which the deceased worker or pensioner was or would have been entitled.

However, the total of the orphans’ pensions must not exceed 100% of the pension that the deceased was receiving or would have been entitled to.

Source: Articles 156 & 157 of Ordinance no. 2012-03 of 11 January 2012 amending articles 22, 50, 95, 149 to 163 and supplementing article 168 of the Social Security Code, 1999; ISSA Country Profile for Ivory Coast, 2017

Unemployment Benefits

The law does not contain any legal provisions on unemployment compensation. However, the Labour Code requires employers to grant severance pay to dismissed workers who have not committed a serious fault. For this purpose, the severance pay and the retirement pay are paid upon termination of service.

Source: Articles 18.16 & 32.7 of Labour Act, 2015

Invalidity Benefits

The legal provisions on the disability pension are contained in the Social Welfare Code Act 1999, which provides for a social insurance scheme. The disability pension is awarded to an employee who is unable to work as a result of a non-occupational accident or illness.

To be eligible, the employee must meet the following conditions: have completed at least 15 years of paid employment with one or more companies affiliated to the CNPS, have a medically recognised work incapacity of at least 2/3, i.e. 66.7% of his or her working capacity.

The formula used to calculate the disability pension is the same as for the old-age pension. Its amount is equal to the average monthly salary for the 15 best years of
activity, multiplied by the replacement rate, which corresponds to the rate of return on the career subject to contributions (1.33% per year until 1 January 2000 and 1.70% for each year of contributions after that date).

The pension is increased by a 10% bonus for each dependent child (up to a maximum of 3 children) when the pension is paid out, until the child reaches the age of 21.

The minimum disability pension cannot be less than 50% of the minimum wage, i.e. CFAF 30 000.

Sources: Articles 76 & 78, 2o) of Law n° 6/75 of 25 November 1975 on the Social Security Code; AISS Country profile for Côte d'Ivoire, 2017
10/13 FAIR TREATMENT

ILO Conventions

Convention 111 (1958) lists the discrimination grounds which are forbidden.
Convention 100 (1952) is about Equal Remuneration for Work of Equal Value.
Convention 190 (2019) is about elimination of violence and harassment in the world of work.

Ivory Coast has ratified the Conventions 100 and 111 only.

Summary of Provisions under ILO Conventions

At workplaces, equal pay for men and women for work of equal value is a must, regardless of marital status. Pay inequality based on race, colour, sex, religion, political opinion, national extraction/place of birth or social origin is also forbidden. A transparent remuneration system and the clear matching of pay and position should be in place and to help prevent wage discrimination.

Convention No. 190 recognizes the right of everyone to a world of work free from violence and harassment. It defines violence and harassment as “a range of unacceptable behaviours and practices, or threats thereof, whether a single occurrence or repeated, that aim at, result in, or are likely to result in physical, psychological, sexual or economic harm, and includes gender-based violence and harassment”. This definition covers physical abuse, verbal abuse, bullying and mobbing, sexual harassment, threats and stalking, among other things.

An employer can’t discriminate against you on in any aspect of employment (appointment, promotion, training and transfer) on the basis of union membership or participation in union activities, filing of a complaint against an employer, race, colour, sex, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin, temporary absence due to illness, age, trade union membership, disability/HIV-AIDS, or absence from work during maternity leave. (Conventions 111, 156, 158, 159 and 183)

People have the right to work and there can’t be occupational segregation on the basis of gender.
Regulations on fair treatment:

- Labour Act, 2015
- Law No. 2019-574 of 26 June on the Penal Code, 2019

Equal Pay

The legal provisions concerning equal pay are found in the Constitution and the Labour Code. According to the Constitution, the right to decent working conditions and fair pay is guaranteed.

The Labour Code requires every employer to ensure, for the same work or work of equal value, equal pay for employees, regardless of their sex, age, religion, political and religious views, social origin, membership or non-membership in a trade union.

The determination of the components of remuneration must be established according to the same standards for men and women.


Sexual Harassment

The legal provision on the prevention of sexual harassment is contained in the Labour Code. The Labour Code prohibits sexual harassment, while specifying that no worker may be sanctioned or dismissed for refusing to undergo sexual harassment by an employer or his representative consisting in giving orders, making threats, imposing constraints or exerting pressure of any kind on the employee.

Employers are also obliged to prohibit all forms of behaviour against the worker, the purpose or effect of which is to degrade his or her working conditions and which are likely to infringe on his or her rights and dignity, to alter his or her physical or mental health or to compromise his or her professional future.

The Labour Code provides for civil sanctions against the party responsible for the unfair termination of the employment contract. Thus, if the responsibility lies with the worker, the damages are 6 months' salary and when the responsibility lies with the employer, the amount of damages equivalent to one month's gross salary per year of seniority in the company may not be less than three months' salary nor exceed twenty months' gross salary.

The Penal Code also provides for imprisonment of one to three years and a fine of 360,000 to 1,000, 1,000,000 francs for the perpetrator of sexual harassment who: subordinates the performance of a service or act within the scope of his or her duties to obtaining favours of a sexual nature; uses threats, sanctions or effective sanctions to induce a person under his or her authority to grant favours of a sexual nature, or to take revenge on a person who refuses to grant such favours; demands favours of the same nature from a person before he or she obtains, either for himself or herself or for another person, a job, a promotion, a reward, a decoration, a distinction or any other advantage.

Source: Arts.5 and 18.15 of the Labour Code of Côte d’Ivoire, 2015; Art.418 of Law no. 2019-574 of 26 June on the Penal Code, 2019
**Non-Discrimination**

The legal provisions on non-discrimination are contained in the Constitution and the Labour Code. The Constitution prohibits discrimination on the basis of race, ethnicity, clan, tribe, skin colour, sex, region, social origin, religion or belief, opinion, property, difference in culture or language, social status or physical or mental condition.

It also prohibits any discrimination in access to or in the exercise of employment based on sex, ethnicity or political, religious or philosophical opinions.

The Labour Code, for its part, prohibits the employer from taking into consideration the sex, age, social origin, race, religion, political and religious opinion, disability of workers, membership or non-membership of a trade union, etc., as a basis for decisions concerning recruitment, the conduct and distribution of work, vocational training, promotion, remuneration, the granting of social benefits, discipline or the termination of the employment contract.

In addition, labour legislation provides that an employee whose employment contract has been suspended due to illness may not be dismissed due to illness unless his or her state of health no longer allows him or her to return to work. In the latter case, the employer shall be obliged to replace the worker after notifying him of the termination of the contract and to pay him, for this purpose, the compensation for notice, leave and dismissal to which the worker may be entitled as a result of this termination. However, the replaced worker who produces a medical certificate of recovery and fitness for the job shall retain a right of priority for re-employment for a period of one year.

**Sources:** Article 4 & 18.5 of the Labour Code, 2015; Art. 4&14 of the Constitution, 2016

**Equal Choice of Profession**

The Ivorian Constitution recognises the right of every person to freely choose his or her profession or job. Thus, access to public or private employment is equal for all, based on qualities and skills.

Furthermore, in accordance with the law on marriage, each spouse has the right to exercise the profession of his or her choice, unless it is judicially established that the exercise of that profession is contrary to the interests of the family.

The Labour Code prohibits employers from employing women in work that is recognized as dangerous or beyond their strength and must be assigned to other suitable work. In addition, the Labour Code provides that the nature of work prohibited to women, pregnant women and children is determined under conditions set by decree. Thus, it is forbidden to employ pregnant women in work that exceeds their strength, presents causes of danger or which, by its nature and the conditions in which it is carried out, is likely to injure their morals. In addition, women may not work at night in factories, manufactures, mines and quarries, construction sites (especially roads and buildings) and workshops, or in any of their outbuildings.

**Sources:** Article 14 of the Ivorian Constitution, 2016; Art. 23.13 of the Labour Code, 2015; Article 57 of Law No. 2019-570 of 26 June 2019 on marriage; Arts. 2&5 of
Decree No. 2018-272 of 7 March 2018 on work prohibited to women and pregnant women; Art. 3 of Order No. 5254 IGTL/AOF of 19 July 1954 on work by women and pregnant women
ILO Conventions

Minimum Age: Convention 138 (1973)
Worst Forms of Child labour: Convention 182 (1999)

Ivory Coast has ratified the Conventions 138 and 182.

Summary of Provisions under ILO Conventions

At workplaces, children may not be forced to perform work that could harm their health and hampers their physical and mental development.

All children should be able to attend school. Once this is safeguarded, there is no objection against children performing light jobs between the ages of 12 and 14. The general minimum age is 15 years however developing countries may set this at 14 years. The minimum age for hazardous work, work that is likely to jeopardize the health, safety or morals of young persons, is 18 years. It can also be set at a lower level of 16 years under certain circumstances.

Children should not be employed in a work that is likely to harm the health, safety or morals of children. It is considered one of the worst forms of child labour. The minimum age for such hazardous work is 18 years.
Regulations on minors and youth:

- Labour Act, 2015
- Order No. 009 MEMEASS/CAB of 19 January 2012 revising Order No. 2250 of 14 March 2005 determining the list of work prohibited to children under the age of eighteen years
- Order No. 2017-016 MEPS-CAB of 2 June 2017 determining the list of light work authorised for children between the ages of thirteen (13) and sixteen (16)
- Order No. 2017-017 MEPS-CAB of 2 June 2017 determining the list of dangerous work prohibited to children
- Decree No. 2014-290 of 21 May 2014 on the modalities of application of Law No. 2010-272 of 30 September 2010 prohibiting trafficking and the worst forms of child labour
- Law No. 2015-635 of 17 September 2015 amending Law No. 95-696 of 07 September 2015 on education
- Law No. 2010-272 of 30 September 2010 prohibiting trafficking and the worst forms of child labour.

Minimum Age for Employment

The legal provisions on the minimum age for employment are laid down in the Constitution and the Labour Code. According to the Constitution, it is forbidden to employ the child in an activity that endangers him or her or affects his or her health, growth and physical and mental balance. In addition, the law recognises that school is compulsory for children of both sexes and guarantees access to school for all children between the ages of six and sixteen.

Thus, Article 23.2 of the Labour Code, which sets a minimum working age, states that children may not be employed in an enterprise before the age of 16 and even as apprentices before the age of 14, unless an exemption is granted by regulation.

However, exemptions may be made for light work performed by children of either sex between the ages of 13 and 16. According to the Order determining the list of light work authorised for children, light work is considered to be work that is not likely to be harmful to the health or physical, mental, moral or social development of children; is not likely to be detrimental to their school attendance, their participation in vocational guidance or training programmes or their ability to benefit from the instruction received.

In addition, the Ivorian Labour Code prohibits night work by children, as well as the recruitment or placement of children in certain sectors of activity. More specifically, with regard to night work, the Code provides that night work is prohibited for young workers under the age of 18 in all sectors of activity; night work being any work performed during the period of eight consecutive hours between 9 p.m. and 5 a.m.

Sources: Arts. 10&16 of the Constitution, 2016; Arts. 22.2&23.2 of the Labour Code, 2015; Art. 2-1 of Law no. 2015-635 of 17 September 2015 amending Law no. 95-696 of 07 September 2015 on education; Arts. 1, 2 of Order No. 2017-016 MEPS-CAB of 2 June 2017 determining the list of light work authorised for children between the ages of thirteen (13) and sixteen (16).
Minimum Age for Hazardous Work

The minimum age for performing hazardous work is 18 years. The legal provisions in this regard are contained in the Constitution, the Labour Code of 2015, the Decree Determining the List of Hazardous Work Prohibited to Children and the Law Prohibiting Trafficking and the Worst Forms of Child Labour.

According to the Constitution, child labour is prohibited and punishable by law. Similarly, slavery, trafficking in human beings, forced labour, physical or moral torture, inhuman, cruel, degrading and humiliating treatment, physical violence, female genital mutilation inflicted on children and all other forms of degradation of the human being are prohibited and punished by law.

The worst forms of labour are prohibited for children. Under this Act, the worst forms of labour include

1) all forms of slavery or practices similar to slavery, such as the sale and trafficking of children, debt bondage and serfdom, and forced or compulsory labour, including the recruitment and use of children in armed conflict
2) the use, procuring or offering of a child for sexual exploitation, for the production of pornography or for pornographic performances
3) the use, procuring or offering of a child for illicit activities, in particular for the production and trafficking of drugs
4) work which, by its nature or the conditions in which it is carried out, is likely to harm the health, safety or morals of the child.

The list of work qualified as dangerous that is prohibited for children under the age of eighteen (18) is that which is likely to harm the health, safety or morals of the child.

Children may therefore not carry, drag or push heavy loads, either inside or outside the usual place of work.

Children performing dangerous work are all those employed in dangerous branches of activity, namely underground galleries, mines and quarries or construction activities, those who perform dangerous occupations as mentioned in Order No. 009MEMEASS/CAB of 19 January 2012 revising Order No. 2250 of 14 March 2005 determining the list of dangerous work prohibited for children under 18 years of age. Similarly, children are considered to be engaged in dangerous work if they work at night, are employed in domestic work, work more than 40 hours a week or are exposed to dangerous factors such as dust, gas, excessive noise, chemicals or explosives.

In the Labour Code, it is clearly stated that night work is prohibited for young workers under the age of eighteen. However, young people over the age of fourteen and under the age of eighteen may not be engaged in work for a minimum period of twelve consecutive hours in the period from 6 p.m. to 6 a.m. Thus, the rest of these young workers must have a minimum of twelve consecutive hours and no child may work more than forty hours per week.

The father, mother, guardian or persons having authority over the child or his or her care, if they are responsible for his or her education, intellectual or professional training, who knowingly do or allow the child to do dangerous work, are punished by imprisonment for one to five years and a fine of 500,000 to 1,000,000 CFA francs, or by one of these two penalties only.

The text in this document was last updated in December 2023. For the most recent and updated text on Employment & Labour Legislation in Ivory Coast in French, please refer to: https://votresalaire.org/cotedivoire/
Sources: Articles 5 & 16 of the Constitution, 2016; Arts. 22.2 & 22.3 of the Labour Code, 2015; Arts. 4 & 19 of Law n° 2010-272 of 30 September 2010 on the prohibition of trafficking and the worst forms of child labour; Art. 4 of Decree n° 96-204 of 7 March 1996 on night work; Art. 9&10 of Order n° 2017-017 MEPS-CAB of 2 June 2017 determining the list of dangerous work prohibited to children; Arts. 4, 5, 6 &7 of Order No. 009MEMEASS/CAB of 19 January 2012 revising Order No. 2250 of 14 March 2005 determining the list of dangerous work prohibited to children under 18 years of age, 2012
12/13 FORCED LABOUR

ILO Conventions

Forced labour: Conventions 29 (1930)
Abolition of Forced labour: Conventions 105 (1957)
Forced labour is the work one has to perform under threat of punishment: forfeit of wages, dismissal, harassment or violence, even corporal punishment. Forced labour means violation of human rights.

Ivory Coast has ratified both Conventions 29 & 105.

Summary of Provisions under ILO Conventions

Except for certain cases, forced or compulsory labour (exact under the threat of punishment and for which you may not have offered voluntarily) is prohibited.

Employers have to allow workers to look for work elsewhere. If a worker is looking for work elsewhere, he/she should not be shortened on wages or threatened with dismissal. (In the reverse cases, international law considers this as forced labour).

If the total working hours, inclusive of overtime exceed 56 hours per week, the worker is considered to be working under inhumane working conditions.
Regulations on forced labour:

- Labour Act, 2015

Prohibition on Forced and Compulsory Labour

The Ivorian Constitution recognises that slavery, trafficking in human beings, forced labour, physical or moral torture, inhuman, cruel, degrading and humiliating treatment, physical violence, female genital mutilation and all other forms of degradation of the human being are prohibited and punishable by law.

Under the Labour Code, forced or compulsory labour is absolutely prohibited. Forced or compulsory labour means any work or service required of an individual under threat of any penalty for which the individual has not offered himself or herself voluntarily.

Thus, in the event of a violation of these legal provisions, the law provides for imprisonment of between ten and twenty years and a fine of between 5,000,000 and 20,000,000 CFA francs for any person who subjects a child to forced labour.

Sources: Article 5, paragraph 1 of the Ivorian Constitution, 2016; Article 3 of the Labour Code, 2015; Article 23 of Law No. 2010-272 of 30 September 2010 prohibiting trafficking and the worst forms of child labour

Freedom to Change Jobs and Right to Quit

The Ivorian Constitution recognises the right of every person to freely choose his or her profession or employment.

In accordance with the provisions of the Labour Code, the duration of technical unemployment may not exceed two months in any twelve-month period and, during this period, the worker retains the right to resign.

In addition, the termination of the employment contract is subject to a notice period given by the party initiating the termination.

Thus, in the event of termination of the employment contract, except in the case of gross negligence or individual or collective agreements to the contrary providing for a longer period, the duration of the reciprocal notice period is fixed for all workers as follows

1) Workers paid by the hour, day, week or fortnight and classified in the first five categories:
   - 8 days, up to 6 months of seniority in the enterprise;
   - 15 days, from 6 months to 1 year of seniority in the company;
   - 1 month, from 1 year to 6 years of seniority in the company;
   - 2 months, from 6 to 11 years of seniority in the company;
   - 3 months, from 11 to 16 years of seniority in the company;
   - 4 months, beyond 16 years of seniority in the company.

2) Workers paid by the month and classified in the first five categories:
   - 1 month, up to 6 years of seniority in the enterprise;
   - 2 months, from 6 to 11 years of seniority in the company;
   - 3 months, from 11 to 16 years of seniority in the company;
   - 4 months, beyond 16 years of seniority in the company.
3) Workers classified in the 6th category and above:
   - 3 months, up to 16 years of seniority in the company
   - 4 months, beyond 16 years of seniority in the company
4) Workers of all categories with a partial permanent disability estimated at more than 40%:
   - Normal period of notice up to 6 months of seniority in the company;
   - Twice the normal notice period after 6 months of seniority in the company.

During this period of notice, the worker is allowed to take 2 days off per week, paid in full, to look for a new job.

For more information on this subject, see the section on job security.

Sources: Art. 14, paragraph 1 of the Ivorian Constitution, 2016; Arts. 16.11, 18.4, paragraph 1, 18.6, paragraph 2 of the Labour Code, 2015; Art. 1 of the Decree n°96-200 of 7 March 1996 on the notice of termination of the employment contract

Inhumane Working Conditions

The weekly working time may not exceed forty hours per week for non-agricultural enterprises and forty-eight hours per week for farms, establishments, agricultural enterprises and similar enterprises, up to a maximum of two thousand four hundred hours per year. However, this duration may be exceeded by application of the rules relating to equivalence, overtime, permanent or temporary derogations to the recovery of lost working hours and modulation. Thus, because of the discontinuous or intermittent nature of the activity of all or part of the company’s staff, involving in particular off-peak periods, at the workplace a longer weekly working time than that provided for may be accepted as equivalent to one or other of the weekly working times provided for, for the staff concerned.

Thus, the longer weekly working hours that may be accepted as equivalent are defined as follows
a) between 40 hours and 44 hours maximum for non-agricultural enterprises;
b) between 48 hours and 52 hours maximum for farms, establishments, agricultural enterprises and similar businesses. Any hour worked in excess of the time allowed, on an equivalent basis and as the case may be, shall be considered as overtime and paid as such;
c) 56 hours for domestic staff and caretakers.

In all agricultural and similar enterprises and establishments with continuous fires, workers may be required to work overtime. For more information on this subject, please refer to the section on compensation.

Sources: Article 21.2 of the Labour Code, 2015; Articles 1, 2, 3 of Decree No. 96-203 of 7 March 1996 on working hours

The text in this document was last updated in December 2023. For the most recent and updated text on Employment & Labour Legislation in Ivory Coast in French, please refer to: https://votresalaire.org/cotedivoire/
ILO Conventions

Freedom of association and protection of the right to organize: Convention 87 (1948)
Right to Organize and Collective Bargaining: Convention 98 (1949)

Ivory Coast has ratified both Conventions 87 & 98.

Summary of Provisions under ILO Conventions

Freedom of association means freedom to join a trade union. This is part of the fundamental human rights. Employees may not be put at a disadvantage when they are active in the trade union outside working hours. The list of exclusions for sectors of economic activity and workers in an organization should be short.

Trade unions are entitled to negotiate with employers on term of employment without hindrance. The freedom of a trade union to negotiate with employers to try and conclude collective agreements is protected. (The ILO has a special procedure for handling complaints from unions about violation of this principle).

Workers have the right to strike in order to defend their social and economic interests. It is incidental and corollary to the right to organize provided in ILO convention 87.
**Regulations on trade unions:**

- Constitution of Ivory Coast, 2016
- Labour Act, 2015

**Freedom to Join and Form a Union**

The right to form trade unions and freedom of association are guaranteed by the Constitution. Similarly, the right to organize and the right to strike are recognized for workers in the private sector and for public administration employees, but not for the security and defence forces. In accordance with the Labour Code, trade union freedom is exercised in all enterprises, with due respect for the rights and freedoms guaranteed by the Constitution. The purpose of trade unions is to study and defend the rights and material and moral interests, both collective and individual, of persons, professionals and enterprises. Workers and employers may freely form professional trade unions of their choice in sectors of activity and geographical areas that they determine. Furthermore, the employer or worker has the right to freely join.

The founders of any professional union must file their statutes and the names of those responsible for its administration or management. This deposit shall take place at the town hall or at the seat of the administrative district where the trade union is established and a copy of the statutes shall be sent to the labour and social law inspector and to the public prosecutor of the jurisdiction.

Amendments to the statutes and changes in the composition of the management or administration of the trade union shall be filed, under the same conditions, with the same authorities.

Minors over the age of sixteen may join trade unions, unless their father, mother or guardian objects.

**Sources:** Article 17 of the Constitution of the Ivorian Republic, 2016; Articles 51.1, 51.2, 51.5 & 51.7 of the Labour Code, 2015.

**Freedom of Collective Bargaining**

Under the Labour Code, representatives of trade unions or professional groups of workers and employers' trade unions have the right to conclude a collective labour agreement.

Where the agreement is called a collective agreement, it must be concluded between the employers’ trade unions and representative workers' trade unions. If it is an establishment collective agreement, it is concluded between an employer or group of employers and representatives of representative trade unions of the staff of the establishment or establishments concerned and its purpose is to adapt the clauses of national, regional or local collective agreements to the particular conditions of the establishment or establishments.

The agreement may generally provide for clauses more favourable to workers than those of the laws and regulations in force, but it may not derogate from the provisions of public order defined by these laws and regulations. The scope of application of collective agreements is defined in terms of branches of activity. It may be national, regional or local.

The collective agreement is concluded for a fixed term or for an indefinite period. It cannot exceed 5 years if it is concluded for a fixed term. At the end of the fixed-term...
agreement, it continues to have effect as an open-ended agreement. The agreement must stipulate in what form and at what time it may be terminated, renewed or revised. In particular, it must specify the period of notice that must precede termination.

The clauses contained in collective agreements are those relating to the free exercise of trade union rights and freedom of opinion of workers; wages; overtime rates, night work and non-working days; the length of the trial period and the notice period; staff representatives; the procedure for revising, amending and denouncing all or part of the collective agreement; paid holidays; the methods of applying the principle of equal pay for work of equal value for women and young people; seniority and attendance bonuses; the allowance for professional expenses and the like; travel allowances; the conditions for hiring and dismissing workers.

A Labour Advisory Committee is established by decree and is composed of equal numbers of employers' and workers' representatives. The number of representatives of each of these categories is limited to twelve. Thus, the twelve employers' representatives are designated by the representative employers' organisations while the twelve workers' representatives are designated by the trade union centres.

The Ivorian Constitution provides for an Economic, Social, Environmental and Cultural Council which gives its opinion on draft laws, ordinances or decrees as well as on proposed laws that are submitted to it. Draft economic, social, environmental and cultural programme bills are submitted to it for an opinion.

The President of the Republic may consult the Council on any problem of an economic, social, environmental and cultural nature.

The composition of the Economic, Social, Environmental and Cultural Council and the rules governing its operation are laid down by an organic law.

**Source:** Articles 163-164 of the Ivorian Constitution, 2016; Articles 72.1, 72.2, 72.5, 72.6, 73.2, 73.3, 73.5 of the Labour Code, 2015; Arts. 1, 2 and 3 of Decree No. 95-542 of 14 July 1995 on the composition and term of office of the members of the Labour Advisory Commission.

**Right to Strike**

The right to strike is guaranteed by the Constitution. The law thus recognizes the right to organize and the right to strike for workers in the private sector and for public administration employees. In addition, the Labour Code also provides that employees have the right to strike.

The Labour Code defines a strike as a concerted and collective stoppage of work decided by employees in order to achieve professional demands.

The exercise of the right to strike is the consequence of a collective dispute arising in the course of the performance of the work contract and which opposes one or more employers to an organised or unorganised group of workers in defence of a collective interest. The law obligatorily requires the employer and the workers to first submit their dispute to the conciliation procedure. Then, if the conciliation fails, the parties can resort to arbitration or mediation, procedures which are provided...
If it is impossible to find a solution to the dispute through the conciliation or arbitration procedures, the workers may decide to go on strike.

Except in the case of gross negligence attributable to the worker, a strike does not break the employment contract. During a strike, the minimum service must be provided only in the following circumstances:
- if the strike affects an essential service, the interruption of which may endanger the life, safety or health of the population or parts thereof
- in the event of an acute national crisis.

The exercise of the right to strike must be preceded by advance notice allowing for negotiations between the parties. The period of notice is set at six working days. In accordance with Act No. 92-571 on the modalities of strikes in the public services, these procedures also apply to the staff of the State, departments and communes and to the staff of public enterprises, bodies and establishments.

 Strikes called before the conciliation procedure and the six-working-day period following notification to the parties of the minutes of non-conciliation have been exhausted, before the arbitration procedure has been exhausted, or in violation of the provisions of a conciliation agreement, arbitration award or binding recommendation are prohibited. Failure to comply with or violation of these procedures shall result in the loss of the right to notice and damages for breach of contract. In addition, working hours collectively lost as a result of a strike or lock-out are not recoverable.

Source: Article 17 of the Ivorian Constitution, 2016; Articles 82.1, 82.2, 82.5, 82.6, 82.18 of the Labour Code, 2015; Art.21 of Decree No. 96-203 of 7 March 1996 on working hours; Arts. 2, 4 & 5 of Law no. 92-571 of 11 September 1992 on the modalities of strikes in public services
**DECENTWORKCHECK.ORG**

Decent Work Check Ivory Coast is a product of WageIndicator.org and https://votresa declare.org/cotedivoire/

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| 02/13 Compensation | |
|-------------------|----|-----|----|
| 3. Whenever I work overtime, I always get compensation | 😞 | ☐ | ☐ |
| (Overtime rate is fixed at a higher rate) | |
| 4. Whenever I work at night, I get higher compensation for night work | 😞 | ☐ | ☐ |
| 5. I get compensatory holiday when I have to work on a public holiday or weekly rest day | 😞 | ☐ | ☐ |
| 6. Whenever I work on a weekly rest day or public holiday, I get due compensation for it | 😞 | ☐ | ☐ |

| 03/13 Annual Leave & Holidays | |
|-----------------------------|----|-----|----|
| 7. How many weeks of paid annual leave are you entitled to?* | 1 | 2 | 3 |
| 8. I get paid during public (national and religious) holidays | | | |
| 9. I get a weekly rest period of at least one day (i.e. 24 hours) in a week | | | |

| 04/13 Employment Security | |
|--------------------------|----|-----|----|
| 10. I was provided a written statement of particulars at the start of my employment | 😞 | ☐ | ☐ |
| 11. My employer does not hire workers on fixed terms contracts for tasks of permanent nature | 😞 | ☐ | ☐ |
| Please tick “NO” if your employer hires contract workers for permanent tasks | |
| 12. My probation period is only 6 months | 😞 | ☐ | ☐ |
| 13. My employer gives due notice before terminating my employment contract (or pays in lieu of notice) | 😞 | ☐ | ☐ |
| 14. My employer offers severance pay in case of termination of employment | 😞 | ☐ | ☐ |
| Severance pay is provided under the law. It is dependent on wages of an employee and length of service | |

| 05/13 Family Responsibilities | |
|-------------------------------|----|-----|----|
| 15. My employer provides paid paternity leave | 😞 | ☐ | ☐ |
| This leave is for new fathers/partners and is given at the time of child birth | |
| 16. My employer provides (paid or unpaid) parental leave | 😞 | ☐ | ☐ |
| This leave is provided once maternity and paternity leaves have been exhausted. Can be taken by either parent or both the parents consecutively | |
| 17. My work schedule is flexible enough to combine work with family responsibilities | 😞 | ☐ | ☐ |
| Through part-time work or other flexi-time options | |

| 06/13 Maternity & Work | |
|------------------------|----|-----|----|
| 18. I get free ante and post natal medical care | 😞 | ☐ | ☐ |
| 19. During pregnancy, I am exempted from nightshifs (night work) or hazardous work | 😞 | ☐ | ☐ |
| 20. My maternity leave lasts at least 14 weeks | 😞 | ☐ | ☐ |

* On question 7, only 3 or 4 working weeks is equivalent to a “YES”.
<table>
<thead>
<tr>
<th>Question</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>21.</td>
<td>During my maternity leave, I get at least 2/3rd of my former salary</td>
</tr>
<tr>
<td>22.</td>
<td>I am protected from dismissal during the period of pregnancy</td>
</tr>
<tr>
<td></td>
<td>Workers can still be dismissed for reasons not related to pregnancy like conduct or capacity</td>
</tr>
<tr>
<td>23.</td>
<td>I have the right to get same/similar job when I return from maternity leave</td>
</tr>
<tr>
<td>24.</td>
<td>My employer allows nursing breaks, during working hours, to feed my child</td>
</tr>
</tbody>
</table>

**07/13 Health & Safety**

<table>
<thead>
<tr>
<th>Question</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>25.</td>
<td>My employer makes sure my workplace is safe and healthy</td>
</tr>
<tr>
<td>26.</td>
<td>My employer provides protective equipment, including protective clothing, free of cost</td>
</tr>
<tr>
<td>27.</td>
<td>My employer provides adequate health and safety training and ensures that workers know the health hazards and different emergency exits in the case of an accident</td>
</tr>
<tr>
<td>28.</td>
<td>My workplace is visited by the labour inspector at least once a year to check compliance of labour laws at my workplace</td>
</tr>
</tbody>
</table>

**08/13 Sick Leave & Employment Injury Benefits**

<table>
<thead>
<tr>
<th>Question</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>29.</td>
<td>My employer provides paid sick leave and I get at least 45% of my wage during the first 6 months of illness</td>
</tr>
<tr>
<td>30.</td>
<td>I have access to free medical care during my sickness and work injury</td>
</tr>
<tr>
<td>31.</td>
<td>My employment is secure during the first 6 months of my illness</td>
</tr>
<tr>
<td>32.</td>
<td>I get adequate compensation in the case of an occupational accident/work injury or occupational disease</td>
</tr>
</tbody>
</table>

**09/13 Social Security**

<table>
<thead>
<tr>
<th>Question</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>33.</td>
<td>I am entitled to a pension when I turn 60</td>
</tr>
<tr>
<td>34.</td>
<td>When I, as a worker, die, my next of kin/survivors get some benefit</td>
</tr>
<tr>
<td>35.</td>
<td>I get unemployment benefit in case I lose my job</td>
</tr>
<tr>
<td>36.</td>
<td>I have access to invalidity benefit in case I am unable to earn due to a nonoccupational sickness, injury or accident</td>
</tr>
</tbody>
</table>

**10/13 Fair Treatment**

<table>
<thead>
<tr>
<th>Question</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>37.</td>
<td>My employer ensure equal pay for equal/similar work (work of equal value) without any discrimination</td>
</tr>
<tr>
<td>38.</td>
<td>My employer take strict action against sexual harassment at workplace</td>
</tr>
<tr>
<td>39.</td>
<td>I am treated equally in employment opportunities (appointment, promotion, training and transfer) without discrimination on the basis of: *</td>
</tr>
</tbody>
</table>

- Sex/Gender
- Race
- Colour
- Religion
- Political Opinion

* For a composite positive score on question 39, you must have answered “yes” to at least 9 of the choices.
<table>
<thead>
<tr>
<th>Nationality/Place of Birth</th>
<th>☹</th>
<th>☐</th>
<th>☐</th>
</tr>
</thead>
<tbody>
<tr>
<td>Social Origin/Caste</td>
<td>☹</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Family responsibilities/family status</td>
<td>☹</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Age</td>
<td>☹</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Disability/HIV-AIDS</td>
<td>☹</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Trade union membership and related activities</td>
<td>☹</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Language</td>
<td>☹</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Sexual Orientation (homosexual, bisexual or heterosexual orientation)</td>
<td>☹</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Marital Status</td>
<td>☹</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Physical Appearance</td>
<td>☹</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Pregnancy/Maternity</td>
<td>☹</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>40 I, as a woman, can work in the same industries as men and have the freedom to choose my profession</td>
<td>☹</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

### 11/13 Minors & Youth

| 41 In my workplace, children under 15 are forbidden | ☹ | ☐ | ☐ |
| 42 In my workplace, children under 18 are forbidden for hazardous work | ☹ | ☐ | ☐ |

### 12/13 Forced Labour

| 43 I have the right to terminate employment at will or after serving a notice | ☹ | ☐ | ☐ |
| 44 My employer keeps my workplace free of forced or bonded labour | ☹ | ☐ | ☐ |
| 45 My total hours of work, inclusive of overtime, do not exceed 56 hours per week | ☹ | ☐ | ☐ |

### 13/13 Trade Union Rights

| 46 I have a labour union at my workplace | ☹ | ☐ | ☐ |
| 47 I have the right to join a union at my workplace | ☹ | ☐ | ☐ |
| 48 My employer allows collective bargaining at my workplace | ☹ | ☐ | ☐ |
| 49 I can defend, with my colleagues, our social and economic interests through "strike" without any fear of discrimination | ☹ | ☐ | ☐ |
Results

Your personal score tells how much your employer lives up to national legal standards regarding work. To calculate your DecentWorkCheck, you must accumulate 1 point for each YES answer marked. Then compare it with the values in Table below:

<table>
<thead>
<tr>
<th>Is your amount of “YES” accumulated.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ivory Coast</td>
</tr>
<tr>
<td>scored</td>
</tr>
<tr>
<td>44</td>
</tr>
<tr>
<td>times “YES” on 49 questions related to International Labour Standards</td>
</tr>
</tbody>
</table>

If your score is between 1 - 18

This score is unbelievable! Does your employer know we live in the 21st century? Ask for your rights. If there is a union active in your company or branch of industry, join it and appeal for help.

If your score is between 19 - 38

As you can see, there is ample room for improvement. But please don't tackle all these issues at once. Start where it hurts most. In the meantime, notify your union or WageIndicator about your situation, so they may help to improve it. When sending an email to us, please be specific about your complaint and if possible name your employer as well. Also, try and find out if your company officially adheres to a code known as Corporate Social Responsibility. If they do, they should live up to at least ILO standards. If they don't adhere to such a code yet, they should. Many companies do by now. You may bring this up.

If your score is between 39 - 49

You're pretty much out of the danger zone. Your employer adheres to most of the existing labour laws and regulations. But there is always room for improvement. So next time you talk to management about your work conditions, prepare well and consult this DecentWorkCheck as a checklist.