Job Security in Iranian and International Law Standards

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Abstract

Meeting everyday needs as a basic requirement of human life depends on earning money and having a secure job. Making sure of having an appropriate job and its continuation can be considered one of the major concerns of people in today’s world. Due to industrial changes, domination of machine and its impact on working relations, job security and stability have been challenged particularly in worker and employer relations. These relations which were once regulated by the freedom and stipulation of contracts have now resulted in the exploitation of works as a large group of the society. Hence, supporting the vulnerable group of workers has become a reason for governments to interfere in this relationship. It can be argued that creating balance in this unequal relationship is only guaranteed by legislation and effective enforcements. However, inappropriate economic conditions today has made workers’ position very vulnerable. Although international documents and human laws on employment rights have been codified and approved by member countries, they lack effective practicality. The issue of job and job security has been predicted in Iranian Constitution in Articles 28, 22, and 46 and in Labor Law in Articles 7-32. In this paper, it is intended to investigate the concept of job security and the factors affecting and threatening job security, and to propose some scientific solutions. The author seeks to answer the questions presented in the introduction through analytic-descriptive research method.

INTRODUCTION

Providing job security and reasonable supports increases productivity and progress in different job areas. Losing jobs and dismissals are one of the major concerns of employees. Paying attention to job security and having appropriate and stable job is one of the preoccupations of employees. Before addressing the issue of job security, it is necessary to understand the concept of job from the perspective of Iranian Labor Law and Administrative Law and then international standards. In this regard, the researcher will try to investigate the following research questions and hypotheses.

Questions:
1. What does job security mean?
2. What are the solutions provided by job stabilization and what are the risks of job security?

Hypotheses:
1. Certainty of having an appropriate job and its continuation are considered “job security”.
2. In Administrative Law, official recruitment of employees and, in Labor Law, permanent contracts are ways to stabilize the position of workers. Some challenges of job security are temporary contracts and contractual employment.

Security and its different types:

The adjective form of the noun security is secure which means “free from danger or attack; free from risk or loss; free from the risk of being intercepted or listened to by an unauthorized person; free from fear, anxiety, or doubt”. So the term security means being secure. Hence, security is realized when there is no evidence of the
factors and causes of fear and danger. The meaning of security, then, is “the confidence through which people live in a society where they feel no fear about their lives, property, dignity, and material and spiritual rights”.

Another meaning of security is “immunity from forcible offences without consent, and in case of individuals, it means that people have no fear regarding their legitimate rights and freedom, and their rights are not endangered, while no factor threatens their legitimate rights”. Providing security required two basic guarantees:

1. Guaranteeing individuals’ security against any custody, imprisonment, punishment and other governmental dictatorial and illegal offenses;
2. Guaranteeing individuals’ security through social supports for protecting human rights and freedom.

Thus, as the meaning implies, security creates right and duty for people and government. Basically, there is no comprehensive classification of security and its different types, and the researchers of different fields have offered different classifications based on their findings. The classifications which deal with the relationship between security and job are personal and collective security and material and spiritual security.

**Personal security:**
Personal security is the peace and comfort the individual provides for himself regardless of social facilities. In other words, the provider of personal security is the person himself.

**Social security:**
Social security is the peace and comfort which the society provides for its members. As the concept implies, one of the main responsibilities of society is to provide security. Social security is of different types: job security, legal security, political security, economic security, etc., to name a few. According to this classification, one of the major responsibilities of the society is to provide job security. Of course, this classification should not be considered absolute and unchangeable; rather each classification influences the other.

**Material security:**
Social security involves life, property and job; that is, the physical integrity and properties of citizens are guaranteed against anything endangering them.

**Spiritual security:**
Social security involves dignity, respect and freedom, and provision of residence for citizens, and so on. Hence, disrespect for individuals, even prisoners is forbidden, any individuals can select his residence of his choice.

The issue of job security is classified under the material and spiritual security class. It has been emphasized in Article 22 of Iranian Constitution, and has been implied in Article 46. According to the second section of the latter Article, “No one may deprive another of the opportunity of business and work under the pretext of his right to ownership”. In this regard, it can be inferred that in job contracts, the employer, under the pretext of ownership right, may not deprive the employees of occupational opportunity and dismiss them without legitimate justification.

**Job:**
The definition of job among governmental employees slightly varies in its definition among workers. Job is a regular activity which is done in return of money. An individual generally starts his business, being an employee or worker. The duration of a job can vary from one hour (in special jobs) to the lifetime of the individual. In this paper, the definition of job in Civil Service Management Code is first addressed, and then, its definition in Labor Law is presented.

**Job from the perspective of Civil Service Management Code:**
Job is a collection of specific and relevant activities identified by the Office of State Employment as a single work devoted to some organizational positions (Article 7 of State Employment Law approved 1966). In Article 6 of Civil Service Management Code, organizational position is defined as a “position predicted in the structure of administrative organizations for doing certain responsibilities (permanent or temporary) and specified for tenure of an employee. Positions will be established only for governmental jobs which are of a continuous nature”. While according to Clause 1, Article 8 of State Employment Law, assignment of permanent positions is only possible to official employees, and temporary employees are only assigned to positions for a limited duration (Clause 1, Article 177 of State Employment Law, the Civil Service Management Code has specified positions for temporary employments, too.
Job as defined by Labor Law:
In Labor Law of the Islamic Republic of Iran, no specific definition of job has been formulated. Perhaps, one of the problems of research on job in Iran is rooted in its definition and different inferences from it. However, as inferred from Article 2 of Labor Law approved in 1990, job is the paid activity of a worker. Therefore, job is the activity conducted within a specific framework for receiving a predicted wage.

Definition of job contract:
Literally, contract means consensus of two or more people on an activity, agreement or treaty. The general and technical legal meaning of this word is the same, i.e. the analysis of contract in Article 183 of Civil Law as the mutual cooperation of two or more people in establishment of a legal entity. In Article 7 of Labor Law, job contract has been defined as “An oral or written agreement whereby a worker in return of a wage does a work for a temporary or non-temporary period of time for the employer”. Job contract as defined in Labor Law is congruent with the contracts subjected to Article 10 of Civil Law. This Article states that personal contracts hold true for those who have signed it, unless such contracts conspicuously violate the law.

The nature of job contracts:
Freedom requires that people sign contracts in their occupational relations. However, sometimes it is necessary to limit such freedoms and determine legal condition for people’s will. One such limitation regards parties’ will in signing job contracts; “although a job contract is an agreement, due to its nature and characteristics and its relationship with public social order, it is not completely dependent upon the will of the parties; rather, law and public power supervise and control it both in the stage of signing the contract and in the stage of it administration”.

It is clear that if the government does not interfere in drafting the contract, and if determining the conditions is solely delegated to the will of the parties, the free will of the worker will not be realized. Since the worker depends on the job and its revenue for his living, he will inevitably accept the condition offered by the employer. On the other hand, the employee, because of this financial advantage, can ignore temporary interests to reach his goals. In such an unbalance of power between the two parties to the contract, how is it possible for the worker to preserve his independence and free will and not to give in to the employer’s demands? In order to mitigate the situation and realize social justice, Iranian Constitution has mandated government’s interference in drafting the process of job contract by codifying laws on the conditions of signing a contract.

Types of job contract in Labor Law of 1990:
Labor Law approved in 1990 has accepted a classification of job contracts in terms of duration of contract into the three types of contract as in Labor Law approved in 1958, but has made modifications to the respective titles. The new law refers to “fixed-term contract” as “temporary job contract”, “unlimited duration contract” as “non-temporary job contract”, and the third class as “job contract for certain work” (Article 25) and sometimes as “specified work contract” (Article 24). It appears that these three groups are not of the same importance for the legislator, as in definition of job contract, there is no mention of the third type. Also, the three types of contract were not the same with respect to guaranteeing job security: specified work contracts were not terminable before the end of the job or over the duration of the contract. Yet, at the end of the job or duration of the contract, no rights pertaining to the job record of the worker were taken into account. The unlimited duration of contracts could be breached with a simple prior notice, and the worker could receive an amount of money for his loss and service record. These issues are briefly discussed in the following:

1. Specified work Contract:
The subject of specified work contract is the fulfillment of a certain work by the worker; for instance, the worker is committed to build and deliver a table on the basis of standards and quality approved by the employer, or paint a building according to the employer’s demands. Clearly, by doing the agreed work, the worker’s commitment is fulfilled and the contract is terminated. This type of contract is the most similar one to construction contracts and in most cases, it is very difficult to distinguish the two.

The difference between this type of contract and construction contract is that the subject of the latter is the same as the result of the work, while the subject of the former is providing the workforce. Sometimes, this criterion is thus stated: the contractor is committed to bring about the final result, and on the other hand, the wage of the contractor is paid based on the result, while the worker’s wage is paid according to the duration of work. This criterion has not been accepted as the absolute rule, because in many cases, the worker’s wage is paid on the basis of the product unit or work result which is very common in some professions. More importantly, contractors, in general, are economically independent and seldom one can image a situation where a contractor works only for one employer, while a worker works solely for one employer.

In this type of job contracts, the subject of the contract is performing a certain work considering the limited nature of the work, or working in a certain job or project. The simpler form of such contracts occurs when a
person is hired for a specific job. For example, a worker is hired for painting a building, and the end of the contract is marked by the end of the work. However, sometimes the work might be more complex. For instance, a company is responsible for constructing a refinery. Naturally, construction of the refinery takes a certain time (whether the job is finished in due time or not) and the employer recruits some workers for this job, each of whom having specific responsibilities during the project, which is finished with the end of the project. In such a situation, a job contract is considered a “specified work” contract.

The difference between temporary work contract and specified work contract is that in the former a limited time duration is considered for the contract, whether the responsibility of the worker is accomplished or not. In the latter, however, a certain duration may not be determined for the termination of contract, but the work of the worker depends on the job assigned to him. So it is possible that the duration of contract lasts less or more than the initial agreement, although the job may not be accomplished due to some reasons. Obtusely, the parties’ commitment in such contracts lasts until the end of the job.

2. Temporary job contract:

Although contract with temporary duration has not been clearly defined in Labor Law, it is logically considered a temporary contract in which a specified time has been predicted. In Clause 1, Article 7 of Labor Law, some points have been mentioned about temporary contracts. According to this Clause, “The maximum time for temporary works of a non-continuous nature, will be set by the Ministry of Labor and Social Affairs and approved by the Council of Ministers”. Therefore, one form of job contract recognized in the Labor Law is temporary job contract which is signed for a limited and certain time with a specified termination date.

As explained earlier, this work contract is temporary; that is, the parties agree that the worker offers services for a specified time, say six months or one year, and after the specified time, the contract is terminated. It must be mentioned that duration of such contracts is determined by the consent of the parties, and no specific time has been predicted for it in Labor Law and other regulation. This leads to misuses and endangers workers’ jobs security. For instance, the job of an instrument supervisor in a factory is considered a continuous job as it is necessary for the activity of factory. However, it would be plausible to assume that even in a factory with unlimited mission in terms of time, it is possible to create jobs with limited duration. For example, the factory may introduce a production line for expanding its activities and accordingly has to recruit construction workers for building that line. Naturally, the work necessary for that line is terminated by completing the construction and assembly process of the production line or relevant building. At the same time, however, the technical supervisor of the factory is needed as long as the factory is working, and his mission will never finish in the factory. This is also the case for jobs related to the nature of the products manufactured in the factory. Thus, the continuation or discontinuation of a job is determined by its function in the organization.

As for the question concerning the possibility of signing temporary contracts in case of jobs with a continuous nature. From the legal perspective, the answer to this question has been provided in Clause 2 of Article 7 of Labor Law. According to this Clause, “If the time duration is not mentioned in the contract of jobs with a continuous nature, the contract is considered permanent”.

Contrary to this Clause, a job has a continuous nature, if time duration is mentioned in the contract, and the contract is considered temporary. This issue has been the subject of many disputes, resulting in the verdicts of different judgments by the Administrative Justice Court which refer to the above interpretation.

Despite lack of a clear definition of temporary contracts, the general committee of the Administrative Justice Court in Verdicts No. 150/770 dated 1999.21.9 in explanation of Clause 2 of Article 7 of Labor Law issued the vote precedents: the opposite meaning of Clause 2 of Article 7 of Labor Law approved in 1990 by the Expediency Council is that the job contract will be temporary if the time duration is mentioned.

On the other hand, there are numerous cases of job contract suspensions where the employer, despite the continuous nature of the given job, is obliged to employ the worker for a limited time. For example, one cannot expect the employer to keep the workers’ position vacant when they are on long term sick leave or maternity leave. At the same time, one cannot expect them to recruit another worker for that position for an infinite time. Hence, it is observed that forbidding temporary job contracts in continuous jobs is not generally acceptable. When a temporary job contract ends, the employer is required to pay the worker an amount equal to one month salary on the basis of the latest salary per each working year, whether successive or alternative (Article 24, Labor Law).

3. Non-temporary job contract (continuous):

Clause 2 of Article 7 of Labor Law points out that “If the time duration is not mentioned in the contract of jobs with continuous nature, the contract is considered permanent”. In this respect, it can be argued that the subject of these contracts is using the services and works of the worker permanently. It must be noted that although these contracts presume that the worker is employed by the employer until he is retired, incapable, or dead, it does not mean that the contracts are in no way terminable. Rather, it suggests that the relation of parties will continue until one of such events occur, and the contract is not limited to a certain work or specific time.
Continuous jobs are those works which can, by their nature, be done forever or for a long time, and often, the employer consistently needs workers, whether by signing permanent or temporary contracts, for performing those jobs. Therefore, workers can be in charge of doing such works for a long time, as in public transportation. However, terminating unlimited and continuous contracts is only possible if it is in line with Article 27 of Labor Law; otherwise, it would be considered an unjustified dismissal. In fact, Articles of Labor Law approved in 1990, and other laws related to dismissal, do not seem sufficient with respect to job security workers, as the employer can terminate the working relations simply through redundancy payment. Hence, it seems necessary to reconsider all types of job contracts to guarantee workers’ job security of besides meeting their needs in the job market. In the following section, the concepts of job security and its function in Labor Law and Civil Service Management Code are addressed.

**Job Security:**
The concept of job security incorporates security such issues as changing one’s job changes, losing job (unemployment), and not finding an appropriate job. Job security is the feeling of having an appropriate job, certainty of its continuation in the future, and freedom of the job of factors negatively affecting appropriate working conditions. In this regard, job security is a kind of social security where human peace and comfort are guaranteed through finding a job in return of fair attempts. Hence, one responsibility of policy-makers and planners is to pave the way for creating jobs for workers so that they can meet their basic needs such as food, clothing, shelter, education, and health care. Secondly, the continuation of that job should be guaranteed, so that workers feel free from the worries of losing their jobs, unemployment, and hunger.

Due to the vital importance of job security, it is stated in the Constitution of Islamic Republic of Iran that: “Everyone has the right to choose any occupation he wishes, if it is not contrary to Islam and public interests, and does not infringe the right of others. The government has the duty, with due consideration of the need of society for different kinds of work, to provide every citizen with the opportunity to work, and to create equal conditions for obtaining it” (Article 28 of the Constitution).

**Major components of job security:**
- Less job relocation: Less relocation in job is an indicator of job security which results from experience and expertise. When people gain expertise in a job, some part of their job security is provided.
- Job satisfaction: Job satisfaction breeds creativity in work, enhancing a proportion of the security.
- Economic satisfaction: Economic satisfaction encourages people to work, creating a feeling of equality in workers. This feeling plays an important role in job security.
- Selection of an appropriate job: Selection of an appropriate job enhances individuals’ motivation which is directly related to job security.

**Job security in the Constitution:**
The Constitution, while stating the mutual rights and duties of governors and public, establishes some general rules and values for the confidence of society and people. The basic foundations of a society are expressed in the Constitution. With reference to the rights approved by the constitution, it becomes evident that it involves the following rights: Article 3, the right of media ethics, education, the right of anti-colonial activities, the right of determining one’s fate, the right of welfare, poverty and deprivation eradication, etc. Article 26 of the Islamic Republic of Iran Constitution refers to the right of choosing job, and Article 29 refers to the right of benefitting from social security.

In amendments, different articles, as mentioned above, address work relations issues and are predicated as ideal or administrative rules. The most important of such rules are as follows:
1. The right to work: everyone in the society is responsible to work, and at the same time, has the right to choose a job he wishes;
2. Job security: an individual’s job cannot be molested for the reasons of differences in ethnicity, political attitudes, and religious beliefs;
3. Syndicate rights: everyone has the right to defend his occupational rights and interests by establishing a syndicate or membership in it.
4. The right to social security: workers, through collective cooperation, benefit from security right in health, medical treatment, retirement, and the like. This Article, as a general rule, creates rights for people and duties for three seats of Iran governmental power (Administrative, Executive and Legislative) to secure these basic needs. The Constitution of Islamic Republic of Iran, in its different Articles, refers to cases which as indicators of creation, maintenance, and continuation of job security. For example, enumerating some public governmentally supported rights, Article 29 of the Constitution considers benefitting from social security with respect to retirement, unemployment, senility, and incapability, etc.
Job security in Administrative law:

In Iran, job security is a controversial issue, as contractual employees are obliged to work beyond their capacity due to the instability of their job. Working in such a situation makes them bored and aggressive and they might transfer this condition into their families. Formerly, the only ways to provide job security were thought to be regular and formal employment, but recently a new perspective of job security has been proposed. Protecting and securing the job are made possible through enabling and educating individuals. In the new approach to job security and stability, organizations must rely on their employees, not the other way around. It must be noted that permanent and official employment does not guarantee job security any more. Official employees, being sure of their job stability, might not pay much attention to creativity and progress, therefore not meeting the expectations of the organization which makes the organization terminate the working relations. On the other hand, contractual employees, by showing high aspirations, creativity, commitment, and expertise move in line with the organizational goals and satisfy the employers. In such cases, the organization converts the employee’s contract into a regular/permanent employment.

In the new perspective to job security, organizations must formulate necessary policies for enabling their employees in specialized fields, practical expertise, experience, job satisfaction, communication. employees, too, should direct skills to meet specialized and social expectations of their organizations and secure their jobs. Enabling employees of the organizations guarantees job security by paving the way for the recruitment of employees in private institutes and companies.

Job security in Labor Law:

By the approval of Labor Law in 1990, one of its achievements was expected to be the job security of workers as it prevented unjustified dismissals. It was inferred from this law that job contracts on continuous activities are basically permanent, and dismissal occurs only when the worker violates disciplinary regulations or does not do his responsibilities (Article 27 of Labor Law). Otherwise, dismissal is illegal or unjustified. But according to Clause 1 of Article 7, temporary contract is a contract with non-continuous nature and is not extended when its time is due. If it is extended, however, it will be converted into a permanent contract. But after a while, employers argued that converting temporary contracts into permanent ones was a serious barrier to investment and economic development, and those who tried to “exploit” workers disagreed with this law. In this regard, the general Committee of the Administrative Justice Court, through petition No. 179, dated 1996. 2. 8, regardless of complainant documents and the response of the General Office of Regulating and Supervising Work Relations, and without due consideration of the issue (extension of temporary contracts), approved Clause 2 of Article 7 of Labor Law which endangers the main achievement of Labor Law approved in 1990: job security. Such interpretations, overlooking other Articles of law and the essence of Labor Law, pave the way for illegal dismissals of workers even by paying a minor redundancy. This is the manifestation of job insecurity for workers. It is possible to talk about job security when the relationship between the worker and employer is stable and cannot be terminated easily. Job contract, as the source of rights and commitments for the two parties, plays an important role in defining the termination conditions of this relationship. If the employer is able to temporarily employ a worker by signing a short-term contract and at the end of the time, the relation of parties is terminated without any limitation; or if the employer is able to draft the contract without mentioning the time and terminates it arbitrarily, would it be possible to claim that the worker has job security?

In fact, temporary contracts have threatened job security of workers. When the employer makes sure that extending the temporary contract, even for several times, for either continuous or discontinuous jobs do not change temporary contract to a permanent one, the employer will impose any condition on the worker, and if the worker fails to succumb, he will be easily dismissed. It is assumed that the worker is aware of all his rights and can claim them without paying litigation costs in the shortest time possible by referring to relevant authorities. But in temporary contracts, the employer can prevent the worker’s presence in the workplace until the end of the contract and avoid extending the contract. This threatens job security of workers. Hence, the worker will be obliged to continue his job under any condition even with a lower salary and increased working hours. Here, the law loses its supportive aspect. Of course, the problem is not limited to temporary contracts, but at the end of each contract, employers submit forms of financial settlements to the workers, suggesting that the workers have been paid completely, and if the worker does not sign the form, the employer will stop employing him in the workplace. Job security is one of the most tangible issues of professional life, and if it is not defended, the consequence can challenge other indices of work to some extent. In the next section, different aspects of job and job security are defined and their negative and positive outcomes are investigated:

Negative social and political outcomes of job insecurity:
1. Increasing family crime and divorce
2. Increasing social and economic crimes
3. Increasing the tendency to have multi jobs
4. Increasing administrative corruption and violations
5. Increasing suicide  
6. Increasing sexual crimes for earning living  
7. Provoking social violation  
8. Provoking strikes  
9. Decreasing social participation and group work  
10. Implanting distrust in society (workers’ distrust of in the government)  
11. Reducing work efficiency and lowering production levels  
12. Inability of the individual in securing life expenses and expansion of false jobs such as beggary  
13. Increasing mortality due to inability in paying medical treatment costs  
14. Increasing addiction

**Positive outcomes of job security:**  
1. Increasing life expectancy  
2. Increasing family protection  
3. Increasing work efficiency (productivity)  
4. Decreasing public and private crimes  
5. Increasing specialist skills of individuals  
6. Raising the educational level of workers  
7. Securing life and treatment expenses  
8. Decreasing mental pressures  
9. Protecting and promoting the dignity of workers  
10. Increasing the worker’s interest in and dependence to the workplace which promotes work ethics.

**Job security in international standards:**

Three main reasons have been demonstrated for making international job regulations: (a) political principle; that is, establishing continual global peace through justice; (b) human principle, which encourages paying attention to undesirable work conditions which results in injustice, poverty, and deprivation, and improving this condition by regulating daily and monthly working hours; fighting against unemployment; changing temporary contracts into permanent ones, guaranteeing wages necessary for an appropriate life, supporting the health and hygiene of workers through occupational trainings; (c) economic principle, which recognizes international competition as a major barrier to establishing international regulations of work and solving problems in a fair and proper way.

These principles were proposed by an international organization called International Labor Organization, which is the symbol of success of an activity which had begun one century ago. The organization aimed at developing and implementing labor regulations at an international level as a major step in supporting the rights of laborers and attempting at social justice. Nowadays, most regulations of work conditions have become global and have gone beyond the level of internal ordinary laws such as prohibition of forced labor, employment rights, freedom of job selection, and prohibition of discrimination in employment. One of such regulations relates to the right of job security to guarantee that no law-maker is permitted to make labor laws against the principles. In this regard, Universal Declaration of Human Rights (Article 23) and Article 6 of the International Covenant of economic, social, and cultural rights of International Labor Organization, as the most important authority for making laws and regulations on international law pertaining to work, have provided member states with rules and regulations, within the framework of agreements and recommendation letters on unjustified dismissal, necessity of paying dismissal compensation, unemployment insurance, trial costs, and other measures for guaranteeing job security.

The International Labor Organization, for the first time, in Recommendation 1963-119 supported job security and stability of workers, and in Article 12 of this Recommendation, it has been stated that no dismissal should be made without valid reasons. The valid justifications of dismissal are determined by collective labor convention.

- Although before the approval of agreement No. 1982-158 some general changes were made in the regulations of member states regarding dismissal, due to disagreement between the representatives of employers and employees, the agreement No. 158 was finally approved. The first part of this agreement defined the concepts and terminology of dismissal, and the second part, which is the most important section of the agreement, consists of fundamental rules on dismissal. That is to say, according to this agreement, job terminations should be based on valid justifications relating to the behavior or capability of the worker or management of the workplace. Besides such reasons which are considered justifiable, the agreement mentions some reasons as unjustifiable including membership in a syndicate or participation in syndicate activities, ethnicity, skin color, religion, etc. At the end of this section of the agreement, regulations on dismissal and the possibility for complaint of the dismissed worker are provided. Since the agreement of International Labor Organization is mandatory for the member states, joining this agreement means accepting it. Although Iran has
not so far joined this agreement, the regulations of the agreement have been included in Iranian Labor Law as far as possible.

**Solutions for job security and stability:**
1. Optimism: positive thinking is considered a valuable character in all aspects of life, particularly work.
2. Improvement of economic conditions; no one has job security in harsh economic conditions.
3. Approval of supportive laws together with sufficient executive warrants.
4. Empowerment of specialists; capability and expertise of individuals is one components of job security.
5. Gaining experience; job security is not achieved over night; rather, it is a gradual process, and experienced people guarantee their job security through developing experience.
6. Amendment of regulations; especially organizing issues on temporary contracts and proposing measures for making permanent contracts on jobs with a continuous nature.
7. Promotion of job satisfaction; job satisfaction is not developed rapidly, but it is a process which is formed under the influence of different factors. Job satisfaction leads to job security of employees.
8. Enhancing work ethics; work ethics is directly related to job security. Today’s organizations need personnel in whom the indices of work ethics are manifested. When the work ethics of individuals is high, job security is guaranteed both within and out of the organization.

**Conclusion:**
One of the major concerns of employees is losing their jobs and lack of job security. If there are laws supporting employees at the time of losing their job in one way or another, the employees would feel secure and confident of their job security. Of course, guaranteeing workers’ job security does not mean supporting them against arbitrary dismissal and extending their contracts without any reason. Rather, it is necessary that the worker is safe from undesirable effects of events and one-sided decisions during the contract. Accordingly, changing job conditions on the part of the employer, if it results in a major change in worker’s condition, is not allowed. In addition, an event which tears apart the worker-employer commitment is temporary job postponements which result is the termination of the contract, although the contract should just be suspended.

Job security is changed through a set of regulations seeking contract stability: some of them manage protection of the contract, and some others limit the possibility of selection. Different techniques of Labor Law facilitate guaranteeing the contract against events that may threaten it such as temporary physical inability, diseases, pregnancy, etc. Still, a more specific method would include terminating work contracts when employers’ legal conditions changes in sales, merger, and capital change. The valuable effects of job security on employees and more importantly, on economic, cultural, and social development of the country are evident. Hence, many countries, together with International Labor Organization, have adopted special laws for securing job security. Job security of employees has been considered to some extent in the Iranian legal system in Labor Law, Civil State Management Code. In this regard, Labor Law together with the Constitution are considered the major source.

Job security is one the important concerns of employees, consuming an important part of their mental capacities. This disorder is sometimes problematic for organizations and workplaces. In the past, the only way to solve the problem of job insecurity was considered to be official or permanent employment, but nowadays, job security has been tied to social security. The new perspective to job security demands empowering and educating individuals. In the new approach, organizational job security should depend on individuals, i.e. organizations must prepare grounds for enabling their employees in specialized areas, practical issues, experience, job satisfaction, and so on so that the personnel can meet the technical and social demands of the organization, securing their job. Such an empowerment of employees of an organization would guarantee their job security both inside and outside of the organization.

**REFERENCES**


**Laws:**
1. Islamic Republic of Iran Constitution
2. State Employment Law
3. Labor Law
4. Civil Service Management Code