XVIII WORLD CONGRESS OF LABOUR AND SECURITY LAW

Paris, September 5th to 8th 2006

TOPIC 1
TRADE LIBERALIZATION & LABOUR LAW

TURKEY

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LIBERALISATION OF THE COMMERCIAL LAW AND THE INDUSTRIAL LAW

I. IDEOLOGICAL DEBATES AND THE WORK RIGHT

Industrial development, the free concept of the free-market economy starting from the year 1980 as well as the gradually using democratization of the political life after 1991 led in particular obligatorily to a reorganization of the industrial law in Turkey. The condition of already 1961 had before taken up the fundamental rights, which were necessary for a modern industrial law, to the condition text like e.g. the freedom of coalation as well as the strike and collective agreement right. Therefore the law over collective agreement, strike and lockout came into force… the work law in the year 1971 was only renewed in the year 1963. The work law valid before it from the year 1936 was created following the standards of the ILO, however therein regulations were missing regarding the autonomy in bargaining, which is to be led back by the prevailing authoritarian thinking way at that time.

Social and political unrests in the country end of the seventies, which particularly unloaded themselves in the large cities in strong way, and which failure of the governments as well as the political parties within and outside of the parliament the military arranged in the year 1980 to accomplish a coup d'etat with the strange reason „the re-establishment of the democracy "to ensure.

On it in the year 1982 the condition laid down under the military rule was carried allegedly by the same view as the condition of 1961. This condition of 1982 vacated however the freedom of coalation and the autonomy in bargaining - despite requirements for democratization – only a limited meaning in. Large delimitation possibilities of the fundamental rights, among other things the social fundamental rights and liberties by the legislation, were a substantial characteristic of this condition. According to this development the collective industrial law under strict measures was arranged in detail new. The work law remained – like it the case was nearly unaffected - before.

Although one in this time within the sociallegal range much and had met undemocratic legal measures, the liberalisation became and the free free-market economy first under Özal as restaurant economics and then as an Prime Minister interspersed and in the broad sense promoted, only after the re-establishment of the democracy and permission from unionized activities to 1991 one began to discuss the renewal of the industrial law. The discussions in the parliament and in the public led however to no result. The trade unions and social-democratic parties were split and the negative competition between these organizations had from the outset very restraining consequences regarding a positive development in this range. Although Turkey regarding the influence of international standards already a rich and long experience had, it succeeded to the social-democratic people's party as coalition partner to let in the year 1995 all new ILO convention in the parliament ratify like e.g. the convention No. 158 over the protection against dismissal; Convention NR 87 over the freedom of coalation; Convention 135 over the preventive measures of the workers' delegates etc.

Turkey had joined the Völkerbund and the ILO already before the Second World War, 1945 became it initial member of the UN and 1949 member of the Council of Europe. Turkey has among other things the European human right convention, the convention over social security, which ratifies European social Charter as well as different conventions of the ILO. With the EEC 1963 an association agreement were closed. International right made an accordingly important formative contribution to the Turkish right

The ratification of the new ILO conventions mentioned above caused again the governments, that were between 1991 to 2004 in power, and which legislation to lead an adjustment process. Likewise the relations with the European Union was also constantly developed further. The European advice had lent to Turkey to 11.12.1999 in Helsinki the status of an entry candidate, on which itself the respective governments endeavored to adapt the Turkish right to the European Union standards. The goal was and is an approximation to the European Union, whereby democracy and right nationalness as well as the quality of life are to be improved

A large obstacle however was for the new organization of the industrial law
the substantial interest contradictions between the social parties, which did not aim at a social partnership and to each other no confidence had, how this was already in former times the case. This fact affected unvermeintlich the legislations process. The government parties were not neither capable of implementing such a reform still saw it political advantages for such a legislation.

The globalization on the one hand as well as the entry of Turkey to the European customs union in the year 1995 and the associated exemption from duty due to the European Union standards made it for the Turkish importers possible to import from the foreign country cheaper and quality-moderately better goods than it the inland offered. This development forced the domestic enterprises to strengthen their competitive ability and/or not to arrange some competitive enterprises to separate from the economy. This phenomenon led again to unemployment of large extent, which continues until today without reduction. In addition comes the population course wax, which likewise affects unemployment negatively. In addition, the restaurant crises, which broke a rise off of unemployment in November 2000 as

well as February 2001 in Turkey and in each case to the consequence had, carried substantially for this with (the unemployment ratio is according to data of the office for statistics about 10,5 per cent (conditions 2004)).

In order to be competitive at home and abroad, it was the principal purpose of the entrepreneurs to use new technologies and rationalization measures in its enterprises or enterprises. These measures and the privatization of public-legal enterprises led obligatorily to a personnel reduction, which increased again the number of the unemployed persons. The relatively low wages could not positively affect themselves also during this process, because the ancillary wages were too high and are still.

In view of this situation one stands now before the decision whether one the industrial law fully liberalisiert or whether one - to become fair around the ILO and European Union standards - should accomplish a social coding of the industrial law. For the liberals the liberalisation of the industrial law is an unavoidable fact, because it would be impossible according to the current economic situation otherwise, efficient competition inland and foreign country to intersperse this view goes so far that the legislation, which Gerichtswesen and even the trade unions should have no authority to adjust the working life or participate in it. The industrial law is individual right of the parties and as an individual is Vertragspartein from the outside their work relationship without interference to regulate. Of course the autonomy in bargaining is redundant after this view. This to liberals world view could appear perhaps too radically and not social and reject, finds however in academic circles abroad the in and trailers. Find of course also this view in employer circles support. The representatives of this view may not survey however that the restaurant life does not pursue a self purpose, but humans too good must come.

The Turkish condition of 1961 made already at that time the decision and embodied the condition of 1982 likewise the basic principles of the Turkish republic in a Declaration of Principle: According to the article 2 of the condition Turkey is, more laizistischer, more democratically more socially, constitutional state. Follows must one the work and economic life more social arrange. A social state protects the economically weaker ones like the consumers and the employees from exploitation and dangers. That is however not necessarily the task of the legislation, but also the civil organizations like e.g. consumer protection associations or trade unions carry also a large responsibility in this regard. Whether these organizations are able to fulfill this function is also questionable.

The trade unions are organized z.Zt. under three Konföderationen, which rarely obtain an agreement over certain social problems, because they must recruit continuously members, in order to attain the majority, which is necessary for the tariff competence. Agreement prevails however forwards if it concerns the legally codified protection against dismissal, shortening of the work times, loosening the strike procedure and increase of the wages etc. On the other hand neither individual trade unions nor the Konföderationen have sufficient weight, in order to implement their demands, because of zirka ten millions persons employed are organized only altogether a million and a little a more. Of it employees are organized filter hundredthousand in public-legal enterprises. Therefore it is hardly to be expected that the trade unions would be able to be able to regulate their demands with collective agreements comprehensively. Therefore regulations were regarding the working life not always a topic of the autonomy in bargaining, but the legislation. That brings naturally a patronizing of the working life with itself. Expectations of the social parties of the legislation are accordingly large and are based on different interests, which the legislator in satisfying measure could not become fair. The employers' associations were content against it since 1980 with the existing regulations.

II. THE CODING OF THE WORK LAW

7 February 2001 however represents a turning point regarding the Turkish industrial law. On this day the representatives of the social parties, i.e. the respective chairmen of the three Arbeitnehmerkonföderationen as well as the chairman of the Arbeitgeberkonföderation on invitation of the employment minister at that time into Ankara together stepped. The education of a scientific committee was decided and logged, that consisted of 9 university graduates: three on the part of the respective three Arbeitnehmerkonföderationen, three on the part of the Arbeitgeberkonföderation and three on the part of the government. The committee had suggestions for law changes within the range pertaining to labor law on the task, to prepare in particular regarding the protection against dismissal. The committee put to 4. Mai.2001 a bill over protection against dismissal and over the formation of a fund for age remuneration forwards and passed it to the government on. The bill was not adopted by university graduates, trade unionists and political parties violently discussed however it on the part of the parliament.

On 26 June 2001 again with agreement of the social parties and the Ministry as well as with the same university graduates (with two exceptions) a committee was educated. This committee had this time to the task, not only the work law to arrange new but the laws collectives of the industrial law and prepare bills. This time were itself those
Social parties over it united, of the committee prepared to accept and unanimously accepted bill without opposition.

To 10.6.2003 the new Turkish work law, which had been passed by the parliament as law No. 4857 to 22.5.2003, was published stepped in the Official Journal and thus into force. The new work law with its 122 articles and 6 transition articles replaces the law No. 1475, which originates from the year 1971.

In order to avoid a repetition, only the new terms and definitions in the work law will be treated here, which were not treated by other advisers from Turkey.

1. The work contract

The work contract is redefined in kind 8. Afterwards the work contract is a contract, in accordance with which the employee in dependant position carries a work out and which employer is obligated to pay wages. If legally differently prescribed, the work contract does not require no formal appointment. That the employee performs its work in dependant way, is a basicneutral component of the work contract and was formulated expressly new.

The parties can formulate the contract free according to kind 11 ArbG and lock him limited or for an unlimited period. If the work contract is not limited, it is as for an unlimited period valid. The stipulation of a time limit of the contract must be based on objective conditions, as for instance fulfilment of a certain task, occurring a certain event or completion of a work and be in writing in the work contract laid down. A stipulation of a time limit thus, with which no objective conditions are present, cannot be considered as limited. become. The indication of a certain date - which was in former times generally usual - no more than one condition for the stipulation of a time limit is not intended. The extension of the stipulation of a time limit may not be accomplished without material reasons any more than once successively, otherwise the present Treaties would be considered from the outset as unlimited. However if material reasons are present, then kettenweise final contracts retain also their validity

Limited busy employees may not be more badly treated in their working conditions only because to them a limited work contract applies, opposite comparable continuous persons employed, it are, the different treatment are justified for material reasons.

Regarding intended working conditions the same seniority applies as for continuous person employed, it is, different seniority is justified for material reasons to limited busy employees

The wages, which are considered as divisible privileges, are computed and disbursed proportionally after the duration of the occupation (kind 12 ArbG; Vgl European Union guideline 1999/70/EEC). With unequal treatment the employer will pay wages of 4 months to the employee concerned according to kind 5 of the work law as payment of damages. The burden of proof carries the employee.

2. Appointment methods of the wages and Nichtauszahlung of the wages

The freedom of contract makes possible to determine the work contract parties the wages as main condition of the work contract freely. Indeed however the employees have many negotiation possibilities because of the offer in excess at workers not too during the appointment of the wages. Usually the employer determines the height and kind of disbursement and - point the wages.

The law planned only the minimum wage, which is officially specified by the minimum wage committee. The minimum wages of the employees latest every two years fixed by the minimum wage committee for this is responsible the Ministry of Labor. The summoning of the commission takes place via the Ministry. The committee consists of 15 members. Of it five members are on the part of the state, five members of the employer side and five members from the employee side. For the appointment the determining Konföderationen (i.e. the Konföderationen with the largest number of members) is responsible the employer and employee.

One of the members is appointed on the part of the Ministry of Labor the chairman. The committee is resolutionable at a number of at least ten members. With equality of votes the voice of the chairman counts doubly. The decision of the minimum wage committee is entgültig and in the Official Journal is published (kind 39 ArbG).

The minimum wage committee is thus three-membered developed and can seize also without agreement of the employee side of resolutions, which occurs repeatedly. The employer representative and the representatives of the state agree regarding the minimum wage level rather as the workers' delegates. Although the minimum wage determined by the committee is in principle suitable to ensure human being-worthy kind of life condition of the employees, as is common knowledge, still millions of employees under the minimum wage level work.

The employer - and this is its third-party liability - is obligated against performed work to the payment of the contractually specified wages. The wages can be paid if necessary also by third persons. In principle the employer is obligated to pay the owed wages at the latest in one month bar in Turkish Lira. If the wages should be certain in the work contract in a foreign currency, the employer can pay off the amount also in Turkish currency, whereby the rate of exchange at the date of payment is to be considered.

The wages are to be disbursed in the enterprise or be transferred to a bank account opened for this purpose. A wage payment by transfer by check, certificate of indebtedness or similar instruments cannot take place against it. These conditions are not compellingly a contractual avoiding are valid. To mention it would be still that the legislator for the requirement for wage planned a period of limitation of five years (kind 32 ArbG).

Since the wages for the majority of the employees form the economic basis of existence, a set of protection regulations, those were issued the requirement for wage to certain extent against measures of the employer, against interferences third and from Vorausverfügungen of the employee to protect are.

According to kind 35 the earned income limited only a quarter is seizable and in no way transferable. To the safety device of the wages with insolvency or inability to pay of the employer must be created loss money funds (kind 33 ArbG). Thus the last three-month requirement for wage of the employees is covered at least.

If the employer with its wage payment is in the arrears, then the employee can refuse its work after unsuccessful reminder. The employee is payment in advance requiring and must the wages appropriate work with maturity have already furnished. If an employee received 34 ArbG its wages according to kind not at the latest 20 days after maturity, a right of lien is entitled to it to that extent, when it is no longer obligated from then on up to the fulfilment of the return to fulfill its work obligation. During late wage payment the employer owes automatically a distortion interest at height of the highest interest rate for banks.

This new regulation of the law was important because before during non-payment of the wages of the employees the selection had, its work contract against payment of the age remuneration, if the conditions are present extraordinarily well-informed and become at the same time unemployed, or a complaint for continued payment raise and in the enterprise make themselves unwanted.

The new regulation against it makes it for the employee possible to refuse with non payment of the wages its work and to require the continuation of wage payment at the same time, without losing its work.

The Kassationshof understood and meant the last due wages with its recent decisions by non-payment of the wages only that the employee concerned could refuse work only for this wages; for the resumed work arbeitsverweigerung no wages might be paid, because the employee had decided for the strike (Yarg. 9HD., 13.4.2004 E.13259 K.3782). That is, if the employer does not pay the last due wages, then the employee may refuse its work after 20 days, but stress by this action only the last due wages. This interpretation contradicts the sense of the law. Kind 34 plans that, the employee its wages should not latest 20 days after maturity receives, then stands for it when continuing the employer-employee relationship a right of lien too as well as at the same time requirement for wage for this time. That is, as long as the employer does not fulfill its obligation for wage payment, the employee may lay down its work so long and stress without work in this time due the wages become. If the employee may not with such a case only the last due wages by work arbeitsverweigerung stress and despite continuing the employer-employee relationship continued payment of its wages demand, then only one meaning can have that the employee is unpaid given time off in an unfair way and without its agreement. This conclusion would induce some employers to give time off in the given case by non-payment of the wages its staff unpaid until its stocks are sold off. The decision of the Kassationshofes was therefore criticized by the teachings by the majority.

Kind 34 work law plans further that, in case of of non-payment of the wages, if of it several employees are concerned, which thereupon together lays down the work without a common resolution such an action as strike apply should not. This regulation can appear strange, it has however nevertheless a meaning, because such a common strike was not accepted before of the majority of the teachings and by the Kassationshof as Verweigerung of the work because of non-payment of the wages and this only because the employees in their whole laid down the work. By the teachings and judicial rulings it was not noted that the employer did not pay also by the majority the wages of the employees. The Kassationshof had at that time in its decisions this strike of the employees as illegal notice and a part of the teachings as illegal strike evaluated… therefore the legislator by article 34 with good reason for this discussion an end prepared and such strikes, although they appear as collective actions, not when strike designates. In the sense of kind 81 of the obligation law such

Leistungsverweigerung is also general with mutually liable contracts whether it concerns several people or not to call illegal.

The employer does not know because of the strike the employer-employee relationships of the involved ones well-informed; it may not adjust also therefore new workers and not transfer the work of the employees concerned also different employees.

Since the number of the organized employees is not very large, the collective agreements do not have great importance during the appointment of the wages also.

In some Indutriezweigen Tarifvertraega are locked, which do not have however surface-massive validity.

If employers and employees are tariff-bound or if a collective agreement for generally binding rare-proves explained, no further regulations are necessary over the remuneration. The collective agreement applies then directly and compellingly.

3. Notice regulations of the Turkish work law

The substantial characteristic of the new Turkish work law are the new protection against dismissal regulations, which ensures an inventory protection for a certain group of the employees. After the Turkish industrial law work contracts can be closed on certain and indefinite time. On indefinite time a closed work contract can be quit by both Contracting Parties with the condition that the parties keep the legal notice regulations. However stricter conditions apply to the notice by the employer. The work law foresaw first general regulations for the notice and determined then notice regulations in the sense of an inventory protection of work conditions for a certain employee group.

A) Notice regulations generally:

In accordance with kind the party, which would like the work contract well-informed, before the notice the other party of it must inform 17 ArbG. The notice has its effect at expiration of the terms of notice. With a seniority of less than 6 months the term of notice amounts to at least two weeks. If the employer-employee relationship between 6 months and 1 exists/½ years, them amount to four weeks, at 1,5 to 3 years seniority six weeks and at more than 3 years length of employment eight weeks. These terms of notice are again minimum periods and can by agreement be extended. Who does not adhere to the terms of notice, by kind 17/III are obligated to pay the opposite side payment of damages at height of the wages according to the respective term of notice. The employer can pay the wages of the employees for the terms of notice in advance and without adherence to the terms of notice the employer-employee relationship well-informed. During abuse of the right to give notice the employer must pay the three-way wages as payment of damages. The employee must prove however in this case the abuse of the notice. Seniority is calculated by the duration of the employer-employee relationship at the same employer in the same enterprise or
at the same employer in different enterprises. With the non adherence to the terms of notice must pay the employer additionally the wages according to the terms of notice. These regulations apply generally and particularly to the employees, which do not have protection against dismissal in the sense of the inventory protection.

b) Protection against dismissal in the sense of the inventory protection for certain employees

Article 18 of the work law plans that an employer, which employs than 30 employees in its enterprise or in several enterprises of its enterprise in the same industry more is obligated, to

submit with each notice of an unlimited work contract grounds for giving notice. The minimum occupation of the employees concerned in the of same or altogether in several enterprises with the same employer is to be more than 6 months. The notice must take place in writing, whereby the notice is to be formulated reasons clear and free of doubts. A verbal notice does not lead to the completion of the employer-employee relationship. The employer is obligated those, grounds for giving notice on personconditioned, behavior-conditioned or operatingconditioned reasons supports. The regulations kind 18 do not apply to the workers' delegates, some enterprise lead or their deputies as well as the workers' delegates, who administer an enterprise however at the same time the power have to adjust or dismiss employees

In accordance with kind 19. is the employer to person or behavior-caused notice only entitled if it belonged the employee the employee, whose work contract is quit, can with the statement that the grounds for giving notice are not indicated or the reason does not correspond to the truth, with the labor court within a monthly after feed the notice to protection against dismissal complaint before raise. Also the possibility of a conciliation of the litigious matter was planned by a mediator, if the parties agree on that (kind 20).

With the judicial examination the employer the burden of proof is incumbent on the justification of the notice. If the employee states that the notice from another than the indicated reason took place, it must prove its statement. The court hearing will be terminated within two months; with the appointment within a monthly a entgültige decision is made. If the decision should justify the notice, then the notice is legally effective and the employer will pay one according to remuneration the terms of notice and a age remuneration after the old work law kind 14 in this case only.

If the court by a judgment or the mediator states by resolution that the notice is not justified or no grounds for giving notice are present, the employer is obligated to reset the employee within a monthly. After entgültiger decision by the court the employee can stress its resetting in one month. If the employer does not reset the employee within this period, it has to carry out a remuneration at a value of 4 to 8 month wages, whereby the entgültige height is specified by the court. The court decision on resetting gives the possibility to the employee of requiring additionally further due wages up to 4 months and other rights (kind 21).

If the employee does not stress resetting for his part after feed of the judgment within ten working days, then the notice becomes legally effective and the employer can stress only the remunerations of a tidy notice.

An extraordinary notice is according to kind 24 and 25 of the ArbG. for the Contracting Parties at any time possible, if the legal conditions are present.

The employer can change 22 ArbG the conditions in the enterprise or in enterprises, which became in the work contract or in factory regulations fixed or operational practice, according to kind thoroughly only if it communicates in writing this to the employee. If this thorough change is not communicated to the employee in writing or the employee did not accept this change in writing within 6 working days, the changes will have no validity for the employee. In this case the employer can however, if it can prove that the change of the conditions of work has operatingconditioned reasons or other right manufacturing reasons to be present, a tidy notice express.
The work contract parties can grant however at the time of conclusion of the work contract a change power for certain conditions of work to the employer. It concerns here certain changes like e.g. change of job or transfer at home and abroad. Such a power will be considered as condition of work, if the kind of the work makes this possible and the employer does not abuse its change right.

4. Work duration and organization of the work time

Making the industrial law flexible was long time discussion topic of the social parties. The employers' associations wanted mainly a completely liberal and regulation-free working life and the trade unions expected from the legislator in favor of the employees issued work laws, because they were not able to arrange separately with collective agreements the working life extensive. Therefore the legislator saw itself obligating again to renew or arrange the outdated laws new and into force set. Usually the university graduates should participate again in pre-working for the bills, what however the parliament with the legislation process had naturally made always some and repeatedly unobjective important changes. Important thereby the statement that neither the government parties nor the opposition parties did not have interest particularly within this sociallegal range, is neither before the elections or afterwards to prepare in the parliament serious bills.

The regulations of the new law over the work time can be called large reform. The earlier law contained very strict regulations to this range, so that one so far actually could not talk about flexible work time, and/or flexible work time models. In the age of the globalization and the constantly growing international competition pressure enterprises cannot exist with rigid work times longer. In the long run it is also disputed that making the work time flexible can create new jobs.

The general regulations which can be used now after the valid right are contained in kind 63. The law does not define the term „work time ", however it is admittedly considered as a time, which lies between the beginning and the end of the work - without the Ruhepausen. The maximum maximum limit of 45 weekly hours is maintained in the new law. If not differently on the working days is to be distributed agreed upon evenly. If however the parties agree, it can be variable distributed however now the working days, under the condition that a maximum work time is not exceeded by 11 hours on the day. However the average weekly work time may not do within 2 months the intended weekly work time 45 grants to exceed, i.e. that the parties are obligated to adjust the work time accounts within two months. The law made possible however that by collective agreements the transitory period area can be extended on four months.

5. The collective negotiations and the meaning of the autonomy in bargaining

The right of the Tarifvertragsparteien to close collective agreements is regulated in kind 53 exp. 1 of the Turkish condition. Afterwards the employees and employer have the fundamental right to close collective agreements in order to regulate their economic and social situation as well as its conditions of work, whereby concretizing of the autonomy in bargaining a law is reserved. This law carries the designation „for collective agreement, strike and lockout law ". This law is expressed extensive; it contains 84 articles, is thus as mentioned above very in detail. Collective agreements are closed between trade unions and employers' associations and/or individual employers. Thus however by any means all trade unions are not to be already tariff-responsible. In addition they must fulfill further, very strict conditions. They must have organized at least ten per cent of the employees of their restaurant economics. In order to be able to lock a collective agreement on operational level, half of the employees of the enterprise concerned must be member of the trade union. Because the trade unionism came sociologically seen organically not and did not grow parallel with the industrialization, the trade unions were from the outset not solidary, but it prevails to today rather a continuing rivalry of the trade union among themselves. For this reason the legislator did not think the regulation of the industrial law determined in the detail by any means as an obstacle. The regulations should guarantee that the rights of the employees will also really represent can. The detailed regulation contributed to the fact that a forthcoming inflation could be prevented by trade unions. Before decree of this law it had

given 900 trade unions to more, what had raised a multiplicity of problems. In the time of 1963 to 1980 the largest problem consisted to determine the tariff competence of a trade union. As consequence of the new law the number of the trade unions decreased/went back on 90. But these trade unions consist of the members of three Konföderationen, whose rivalry until today continues. The trade unions have always the possibility of complaining of the tariff competence of the opponent trade union at the Ministry of Labor. The same right has the employee organization concerned as well as the employer. Thus the collective bargaining is away shifted on years, until the responsible court made a entgültige decision.

Because of this law and the law over trade unions Turkey was continuously in the criticism of the international Labor Organization (ILO) guessed/advised. One accused it thereby against the conventions No. 98 (freedom of coalation and the right to collective negotiations), ratified by it, to have offended.

In the Turkish industrial law the employees, which are members of one to tariff-responsible trade union, have the possibility, of extending by collective agreements on operational, possibly also enterprise level their rights of participation; e.g. one was anxious on trade union level to expand the so far insufficient legal protection against dismissal. On the one hand one tried this by extension of the terms of notice and their fixing in the collective agreement, on the other hand by grant of rights of participation or participation of the Disziplinarausschuss in notice questions. The new legal regulation of the protection against dismissal law lost however reference to the notice their meaning to a large extent.

6. The economic and social committee

Economical crises particularly following 80iger years have to it led that the management and industry try to solve their social and economic problems by social dialogs in committees, in which representatives of the state participate. The work parliament, which will call up from the employment minister, could not solve this task according to experience. In the again educated committee first economics and sociopolitical measures of the government should be examined and suggestions be prepared; then the management and industry should constantly changing the conditions of work and restaurant determine and for existing problems of solution methods find. This dialog should also not only with heavy economic crises be led, but should durable function have. Beginning of the 80iger years was expressed this thought with each opportunity by the social parties

The radical restaurant measures, which were ordered on 5 April 1994, to have the work and social life additionally heavily loads. This difficult time was partly overcome for the first time in the year 1995 by means of a social dialog. The largest employee Konföderation and the government at that time had before agreed upon a social contract in the year 1978 for the first time. Purpose of this agreement was to compile measures to promote in order to democratize the working life, economic growth and the democracy and to ensure the prosperity fairly for all social classes. This agreement could not be carried out however because of high inflation rates and because of political and social circumstances.

Only in the year 1995 by an arrangement of the Prime Minister an economic and a social committee were created. On the agenda for the first meeting of the committee the arguments stood over the collective agreements in the public sector. By this arrangement no durable economic and social committee came off. It was intended only for the solution of the momentary problems. This tradition sat down away with arrangements from to 6.5.1996, 18,3. the 1997, 23.7.1997

Each mark different topics were treated like e.g. the general economic situation, social security, the tax revision, the attempt of the indexation of tarif wages, seasonal work - temporary work, measures against the inflation etc.

The committee met last to 28.6.1999. The last meeting treated the change of the social security law suggested by the government. In particular the pensionable age of the employees was presented for discussion. After violent arguments no agreement could be obtained. Afterwards the law of change over social security natures came into force as usual without agreement of the social parties. Despite strong resistance of the trade unions the retirement age for women of 50 to 58 and for men was increased of 55 to 60 years.

The economic crises from November 2000 as well as February 2001 exceed any conception. The economic and social committee had no more meaning. The legislator had taken over again the regulation right of the working life.

One may not forget naturally the role of the court nature. The high court was always endeavored, by its decisions - although on more than thousands cases to be decided annually had - a progressive to carry socially coined/shaped and right-moderate iurisdiction out.