

A standard contract for Non-Jordanian workers in Textile, Garment and Clothing Industry

Issued by virtue of Article 15 of the collective agreement No. 39/2013 signed on 05.28.2013 between Jordan Garments, Accessories, & Textiles Exporters` Association (JGATE), the General Union of the Owners of Garments Factories and the General Trade Union of Workers in Textile, Garment and Clothing Industries

Jordan Garments, Accessories, & Textiles Exporters` Association (JGATE)
The General Union of the Owners of Garments Factories
The General Trade Union of Workers in Textile, Garment and Clothing Industries

First Party:

The Employer:
Represented by Mr. / Ms:
Address:
Telephone No.:

Second Party:

Full Name of Worker :.....
Date of Birth: (Day / Month..... / Year)
Nationality:.....
Passport number :.....
Address :.....
Telephone No.: :.....

Under this contract, the two parties agreed that the Second Party (hereinafter referred to as the "worker") shall work for the First Party (hereinafter referred to as the "employer") under the supervision and management of the First Party in return for a certain wage in accordance with the following terms and conditions:

1. The Employment Contract:

The employment contract shall be drafted in Arabic and in any other language that the worker understands and shall be in three original copies signed by the employer and the worker. Both parties shall maintain an original copy and the third copy shall be submitted to the Ministry of Labor for the purpose of issuing the work permit.

2. Term of the Contract:

Both parties agreed that the term of this contract shall be _____ taking into consideration that the issuance of work permits according to the procedures followed by the Ministry of Labor. Accordingly, the term of the contract shall commence on the date of worker's arrival in the Hashemite Kingdom of Jordan (hereinafter referred to as "Jordan"), and the employer shall fulfill the legal requirements for the issuance of residency and work permits.

3. Job description and location of Work:

- a. The worker shall be engaged in the profession of _____ and shall be committed to performing his duties and responsibilities as required by the nature of the work and according to the directions of the employer or his/her representative.
- b. The workers' workplace shall be at the employer's enterprise located in the area of _____. The employer has the right to relocate the site of work for the worker to other branches of the enterprise within Jordan provided that the worker shall be informed in writing one week prior to the date of relocation without prejudice to the worker's financial entitlements and after receiving the approval of the Ministry of Labor.

4. Employment and Travel Arrangements:

- a. The employer shall be responsible for completing the employment process including the worker's travel arrangements. The Worker shall not be subject to any charges or fees except for the official fees due in his /her home country. In his turn, the worker shall confirm his full awareness that he/she is not obliged to pay any fees to any party other than the official fees in his/her home country.
- b. The employer shall:
 1. Make all necessary arrangements for the proper reception and transportation of the worker from the point of his/her arrival in Jordan, to the place of his /her workplace free of any charges.
 2. Provide the worker with a free air-ticket from his /her home country to Jordan upon employment, and with a free return air-ticket to his/her home country, either at the end of the contract or at the termination of the employment relationship subject to paragraph 5 / B / 3 of this contract.
 3. If the worker terminates the employment relationship illegally before completing the full term of contract, the employer shall not be obliged to cover the full cost of the return air-ticket from Jordan to the worker's home country. In which case, the employer shall cover a proportion of the cost of the return air-ticket proportional to the actual employment term the worker completed out of the full term of the employment contract.

5. Wage and working hours / employer obligations:

In return for his/her services, the employer shall provide the worker with the following commitments and benefits:

- a. **Wage:** The worker shall be paid a monthly wage of _____ Jordanian Dinar (JD) subject to the terms of the Collective Agreements for the Textile, Garment and Clothing industry, including the provisions related to annual increases and incentives provided for in those agreements and subject to tax and social security deductions and any other deductions agreed upon in accordance with law.
- b. **In-kind Remuneration:** The employer shall provide the worker with food and accommodation as follows:
 - 1. Three meals a day of reasonable quantity and quality providing adequate nutrition.
 - 2. Free transportation to and from the worker's place of residence to the work site provided that the place of residence is one kilometer away or more from the factory premises, subject to the terms of the Collective Agreements for the Textile, Garment and Clothing industry.
 - 3. Shared accommodation for the worker according to the relevant legislation governing workers' accommodation standards in Jordan.
 - 4. In-kind compensation shall be estimated according to the terms of the Collective Agreements' on the attainment of equality in the payment and calculation of wages (No. 47/2014 deposited with the Ministry of Labor on 09/11/2014).
- c. **Working hours:** The normal working hours shall be 8 hours per day or 48 working hours per week excluding time allocated for meals and breaks.
- d. **Payment:** The worker's wage and any overtime payments shall be paid on a monthly basis within the first 7 days from due date, either in cash or by electronic bank transfer.

6. Overtime and Bonuses:

- a. Overtime (if any) is voluntary. If the worker agrees to work overtime, such overtime shall be calculated as follows:
 - 1. If the worker works overtime on normal weekdays after completion of required daily or weekly working hours, he/she shall be compensated at a minimum rate of 125% of the regular wage.
 - 2. If the worker works on weekends or religious and official holidays, he/she shall be compensated at a minimum rate of 150% of the regular wage.
- b. Incentives:
 - 1. The worker shall be informed of the amount of attendance and production bonuses and the payment mechanism for these bonuses.
 - 2. The value of bonuses shall be clearly indicated in the worker's monthly pay slip.

7. Wage and overtime sheet: The employer shall provide the worker with a detailed monthly financial sheet including the worker's name, wage, allowances, any increases, and any other benefits and deductions by law as well as the total number of overtime hours he/she worked and the corresponding compensation amount related thereto.

8. Leaves:

- a. **Annual leave:** The worker shall be entitled to a 14 days fully paid annual leave per each year of service. The annual leave will be increased to 21 days per year if the worker remains in service with the employer for more than five (5) consecutive years. Weekends, religious and official holidays are not considered annual leave. The worker shall be paid for unused annual leave, if any, not later than the date of completion of two years of service calculated on the basis of the most recent monthly wage he/she received.
- b. **Sick leave:** The worker shall be entitled to a 14 days fully paid sick leave per year supported by a medical report issued by a doctor approved by the employer. The sick leave may be renewed for 14 fully paid days during the same year if the worker is an in-patient in a hospital or with the support of a medical report issued by an approved medical committee.
- c. **Weekend:** The worker shall be entitled to one fully paid weekly rest day which is Friday, unless the nature of work requires otherwise.

9. Social Security:

The provisions of the Social Security Law, its amendments, and the regulations and instructions promulgated thereunder shall be applied with regard to contributions, entitlements and work injuries.

10. Health Care:

The employer shall:

1. Make arrangements for an initial medical examination as well as routine medical examinations in accordance with the instructions for the Workers' Medical Examinations issued in accordance with Jordan Labor Law and the official form issued by the Ministry of Labor for the purpose of such examinations.
2. Provide the worker with services to diagnose and treat any acute illnesses (illnesses with an abrupt onset lasting for a short term) free of any charges for the worker including the cost of medication.

11. Work and Residency Permits and Personal Identification Documents:

The employer shall:

- a. Not withhold any of the identification documents of the worker, including the passport and the residency and work permits.
- b. Obtain annual work and residency permits for the worker for the whole duration of employment relationship free of charges for the worker even in the case of the early termination of the contract.

12. Non-Discrimination:

- a. An employer shall not discriminate between a worker and other workers on the basis of race, color, gender, religion or political opinion, nationality or social origin, subject to Article 13 / b of this contract.

- b. The Addendum of the Collective Agreement signed with the General Trade Union for Workers in Textile, Garment and Clothing Industry in Jordan on Attainment of Equality in the Payment and Calculation of wages (No. 47/2014 deposited with the Ministry of Labor on 09/11/2014) shall be applied.

13. Trade Unions and Collective Bargaining:

- a. Any worker who wishes to affiliate to the General Trade Union for Workers in the Textile, Garment and Clothing Industry in Jordan shall complete the membership form attached to this contract and submit it to the employer after the work permit is issued, provided that the form used for this purpose is written in a language understood by the worker.
- b. The employer shall:
 - 1. Respect the worker's right to freedom of association and collective bargaining as stipulated in the Jordan Labor Law, and its amendment, including the right to join the General Trade Union of Workers in the Textile, Garment and Clothing Industry in Jordan without harassment, interference or retaliation.
 - 2. If the worker is member of General Trade Union of Workers in the Textile, Garment and Clothing Industry in Jordan, the employer shall provide the Union with the name of the worker and his/her passport number in the first month of every year for the whole duration of the employment relationship.

14. Provision of information to the Worker's Embassy:

The employer shall provide the Embassy of the Worker's country in Jordan with the name of the worker and his/her passport number in the first month of every year for the whole duration of the employment relationship.

15. Disciplinary Measures:

- a. The employer may take disciplinary measures against the worker or impose fines on him/her in accordance with the list of penalties approved by the Minister of Labor or whom the Minister delegates.
- b. The employer shall inform the worker of the conditions set out in the rules of procedure of the factory approved by the Minister of Labor or whom the Minister delegates.

16. Confidentiality:

The worker shall undertake not to disclose any confidential commercial, financial or technical information related to the employer's enterprise for any reason during the employment relationship or after its termination. The employer shall have the right to terminate the employment of the worker if the worker discloses such information and may seek compensation from the worker for losses arising from such disclosure. Confidential information includes all non-public information related to the commercial, financial or technical aspects of the employer's business, which might be used by the employer's competitors, if disclosed.

17. Termination of the Employment Contract:

- a. The employment contract shall be terminated in any of the following cases:
 1. If both parties mutually agree to terminate the employment relationship.
 2. If the contract term of employment has expired, or the work itself has ended.
 3. If the worker dies or is incapacitated by illness, disability or injury that prevents him/her from performing his/her duties as proven by a medical report issued by a medical authority.
 4. If the worker's age exceeds the retirement age stipulated in Jordan Social Security Law unless the two parties mutually agree to continue the employment relationship.
- b. If the employer terminates the employment contract before its expiry, or the worker terminates the employment contract for one of the reasons set out in Article 29 of Jordan Labor Law, the worker shall be entitled to all rights and dues mentioned in the contract, including wage, benefits and other amounts due to the worker according to the law for the remainder of the contract term provided that the contract has not been terminated in accordance with Article 28 of Jordan Labor Law.
- c. If the worker terminates the employment contract in circumstances other than those stated in Article 29 of Jordan Labor Law, the employer may seek compensation for losses or damages suffered as a result of terminating the contract, the value of which shall be determined by a competent court given that the compensation shall not exceed half of the total value of the worker's wages for the remainder of the contract term.

18. Termination Settlement:

Upon the termination of the contractual relationship, the worker shall be entitled to an immediate settlement of all outstanding payments due to him/her, including wages and overtime payments, which should be paid within seven days from the date of the worker's last day of employment. The employer shall provide the worker with accommodation and meals until the worker's travel procedures are completed.

19. Death:

The employer and the worker agree that in the event of the death of the worker during the term of employment:

- a. The employer shall notify the embassy of the Worker's home country within (24) hours and cover costs of transporting the body to his/her home country.
- b. The employer shall pay all outstanding dues owed to the worker to his/her legal heirs or to any authorized person with an official power of attorney certified by the government of the worker's home country and shall inform the embassy of the worker's home country of such payments.

20. Dispute Settlement:

- a. All dispute settlement measures should be compatible with Jordan Labor Law and with the Collective Agreements for the Textile, Garment and Clothing industry.
- b. The courts of the Hashemite Kingdom of Jordan shall have exclusive jurisdiction to solve any dispute arising from or in connection to the application, interpretation or

execution of this contract. Hence, all cases related thereto shall be filed before the competent courts located at the workplace.

21. Acknowledgment:

The employer and the worker hereby acknowledge that they fully understand the provisions of this contract. Both parties have signed and retained a copy of this contract.

Signature of the Employer

Date __ / __ / ____ (day, month, year)

Signature of the Worker

Date __ / __ / ____ (day / month / year)

**Membership Form for
The General Trade Union of Workers in Textile, Garment and Clothing Industry
In accordance with Article 13 of
The Standard Employment Contract for Non-Jordanian Workers in the Textile,
Garment and Clothing Industry**

The Union protects the interests and rights of workers in textile, garment and clothing industry. It offers health and social services to its members and establishes medical clinics, social care institutions and consumer corporations for them. It also works to improve the economic, professional and cultural situation of the workers in textile, garment and clothing industry.

In case disputes arise between the worker and the employer, the union negotiates with the employers and any related governmental entities to guarantee its members' rights. By monitoring the working conditions, the Union guarantees a safe working environment for its members.

The Union membership fee is 0.5 JDs/ per month (6 JDs/per year) which is directly deducted from workers' wages on a monthly basis.

Would you like to affiliate to the Union?

Yes / No

Name:

Signature:

Date: