تمكين
TAMKEEN
للمساعدة القانونية وحقوق الانسان
For legal aid and human rights

Abundant contracts, Fragmented rights

Tamkeen for Legal Aid and Human Rights

© جميع الحقوق محفوظة لتمكين
للمساعدة القانونية وحقوق الإنسان

Funded by the French Embassy in Jordan

AMBASSADE
DE FRANCE
EN JORDANI

Liberté
Égalité
Fraternité

Contents

Introduction 5

Laws and Regulations 11

Case (1) 14

Case (2) 16

Evaluation findings 30

Recommendations 32

Introduction

Article 2 of the Jordanian Labor Law defines a collective labor contract as: "A written agreement by which conditions of employment are regulated between the employer or the employer's union on the one hand and the workers' group or the union on the other hand"[1]. In the Labor Law or the regulations promulgated thereunder, there is no definition of a unified contract which may not differ significantly, in terms of the terms of the Collective Labor Contract contained therein. However, the fundamental difference between a collective and a unified contract lies in the fact that the collective contract includes a group of workers, and may not include all the workers who work in a specific sector, such as the textile workers' union signing a collective contract with a garment factory. The terms of this contract shall apply to this factory and shall not apply to other factories. Meanwhile, a unified contract is often a contract under which all workers in the sector fall under its umbrella, and is thus more comprehensive than a collective contract.

On the other hand, in a collective labor contract, the trade union representing the workers is usually a party which the union may not be part of under a unified contract. This is what happened with the unified work contract for domestic workers in the absence of a special and specific trade union representing domestic workers. It should be noted that domestic workers work under the umbrella of the General Union for Workers in Services and Liberal Professions. The number of non-Jordanian regular domestic workers according to the latest statistics issued by the Ministry of Labor is **52221** of which **49229** are females and **2992** are males of Filipino, Sri Lankan, Ethiopian, Ghanaian, Ugandan, Kenyan, Indonesian and Nepalese nationalities.[2]

The signing of unified labor contracts in the domestic employment sector is provided for in more than one memorandum of understanding signed by Jordan with some States sending domestic labor. These memorandums include the basis for recruitment, working conditions, and the due wage.

According to the official website of the Ministry of Labor, Jordan has signed **eight memorandums of understanding** with sending countries for domestic workers[3]: the Philippines, Sri Lanka, Bangladesh, Indonesia, Ethiopia, Nepal, and Uganda, each of which includes the grounds for recruiting workers from these countries.

After a detailed analysis of the terms of these memorandums, it was found that all of them provided for the signing of a unified contract.

Sri Lanka, Indonesia, and the Philippines were among the first countries to sign memorandums of understanding with Jordan. These memorandums were signed with the countries in June 2006, June 2009, and May 2010 respectively[4]. These memorandums aim to regulate the contractual relationship between the worker and the employer to safeguard all parties' rights, as well as to clarify the respective roles of Governments and recruitment offices in this process.

1 https://2u.pw/OWpuC
2 Jordanian Ministry of Labor, Department of General Statistics, Statistics for Non-Jordanian Domestic Workers for the year 2021
3 Bilateral Agreements and Memorandums of Understanding-Ministry of Labor of Jordan (mol.gov.jo) Last Viewed 10/1/2023
4 https://www.hrw.org/ar/report/2011/09/27/256250#1468 last viewed 10/1/2023

On 6/9/2018, a Memorandum of Understanding on Domestic Workers Employment was signed between the Government of the Republic of **the Philippines** and the Government of the Hashemite Kingdom of Jordan [5]requiring workers to be employed **under a binding unified labor contract**, signed by the employer, the worker, the Philippine Employment Agency, and Jordanian recruitment offices in accordance with the legislation and laws governing both countries. The labor contract determines and regulates wage, working conditions and the cost of bringing the worker from his/her country and sending him/her to the receiving country upon completion of the contract. It includes a special clause for insurance coverage in accordance with the laws and regulations in force in the receiving country. It also stipulates that all contracts must be written in English and Arabic.

The 2006 Memorandum of Understanding on the Workforce between Jordan and the Republic of Sri Lanka[6] aimed at developing ways and means of finding solutions to workers' problems by establishing clear grounds for the employment contract so that the employee is recruited and employed in accordance with a contract signed between the employer and the worker on the understanding that the contract formula is in conformity with the national legislation of both countries. It must be documented and ratified by the diplomatic representative. The contract also includes the conditions of employment, and the obligations and duties of the worker, such as providing for the obligation of the employer to pay for the worker's travel from his place of residence in his country to his place of work. Additionally, there is a provision in the memorandum obliging the employer to pay these costs upon expiration and termination of the period of employment. The employer does not bear the costs of returning when the employee leaves work and terminates the contract before the expiry of its period.

A memorandum of understanding between Jordan and Indonesia on regulating the recruitment of Indonesian domestic workers for the year 2009[7] was signed on 26/6/2009, and aimed to take the necessary measures to ensure the protection of the rights of Indonesian domestic workers in Jordan. **The memorandum states that with regard to the employment contract**, it is approved and ratified by the Embassy of the Republic of Indonesia in Amman. Jordanian offices are also obliged to keep a record of all Indonesian domestic workers who have been employed in Jordan and the Indonesian Embassy in Amman. The Embassy has the right to obtain a copy of the above-mentioned record through the Jordanian Ministry of Labor. The memorandum also indicated that Indonesian domestic workers' legal age for recruitment and employment is 23-40 years.

A memorandum of understanding between the Government of the Hashemite Kingdom of Jordan and the Government of the Republic of Bangladesh[8] was signed on 26/4/2012 and aimed at developing cooperation in the field of employment, regulating recruitment and employment services for workers, exchanging information, continuing studies and cooperation activities in the field of human and technical resources development that can be mutually agreed upon. Both parties undertake to preserve workers'

5 A framework for cooperation in the field of employing domestic workers between the government of the Republic of the Philippines and the government of the Hashemite Kingdom of Jordan Scanned Document (mol.gov.jo) last seen 10/1/20123

6 Memorandum of Understanding on Workforce between Jordan and the Republic of Sri Lanka 2006 Scanned Document (mol.gov.jo) Last viewed 10/1/2023

7 Memorandum of Understanding between Jordan and Indonesia on regulating the recruitment of Indonesian domestic workers for the year 2009 DocuWare Generated PDF (mol.gov.jo) Last seen 1/10/2023

8 A memorandum of understanding in the field of workforce between the government of the Hashemite Kingdom of Jordan and the government of the Republic of Bangladesh DocuWare Generated PDF (mol.gov.jo) last seen 1/10/2023

and employers' rights in accordance with their legislation and laws and in conformity with international standards and treaties in this regard. **Labor contracts are to be written in Arabic and English and ratified by the Ministry of Labor and the Embassy of Bangladesh in Amman or any other consular representation of the parties.**

A memorandum of understanding was also signed between the Government of the Hashemite Kingdom of Jordan and the Government of the Federal Democratic Republic of Ethiopia[9] on 15/8/2012. This memorandum aimed to build and develop job opportunities and employment procedures for workers, especially domestic workers. According to the laws and legislation in force in both countries, for the employment contract, the parties undertake to ensure that Ethiopian workers are employed under a formal contract validated by the competent authorities of both States and binding on workers, employers, and employment agencies. Ethiopia's recruitment offices are committed to recruiting female workers at least 18 years of age to work. The employment contract establishes conditions including wages, working hours, daily meals, accommodation, insurance, medical treatment, holidays, contract duration, and travel tickets. It also states that the employer must open a bank account in the worker's name to deposit monthly salaries from the first month of the beginning of the contract, and that they must give a copy of the deposit slip to the worker.

For Nepal, a cooperation agreement was signed with Jordan on 18 October 2017,[10] focusing on strengthening cooperation on labor issues by providing a legal framework for the employment of workforce for the protection and promotion of workers' rights, and establishing a mechanism for the discussion and exchange of views on labor-related problems, thus strengthening mutual cooperation between the two Governments for the protection of all workers' rights in relation to the **employment contract** for domestic workers. The contract must be signed by recruitment agencies in Jordan and Nepal. In the case of recruitment through agencies, they must ensure the worker's full understanding of the contract, including free and prior approval and signature of the contract. The contract signed by the employer and the worker is submitted to the Jordanian authorities as a precondition for obtaining the visa and the initial approval to work in Jordan. Countries agreed that the worker's wage should be as stipulated in the employment contract and that the employer should facilitate the opening of a bank account in the name of the worker to deposit his monthly salary, submitting the deposit slip to the worker and a copy thereof to the competent labor inspection authority and the Nepal diplomatic mission if requested, and that each worker should be entitled to transfer his/her benefits (salary, savings or bonuses) to Nepal or any other country in any currency recognized by the Jordanian Government in accordance with Jordanian laws and legislation.

9 Memorandum of Understanding between the Government of the Hashemite Kingdom of Jordan and the Government of the Federal Democratic Republic of Ethiopia DocuWare Generated PDF (mol.gov.jo) Last viewed 1/10/2023

10 A cooperation agreement regarding the employment of workers between the government of the Hashemite Kingdom of Jordan and the government of the Republic of Nepal Scanned Document (mol.gov.jo) last seen 1/10/2023

An agreement between the Government of the Hashemite Kingdom of Jordan and the Government of the Republic of Uganda on the use and employment of Ugandan workers was signed[11] on 24/10/2016 to establish means of exchanging workforce and promoting cooperation and coordination in the field of employment in relation to the employment contract. Its provisions stipulate that it shall be signed by the employer, the employment company in Jordan, the worker, and the employment company in Uganda. The employer in Jordan and the employment company in Uganda shall bear solidarity and several responsibilities on matters relating to the recruitment and distribution of Ugandan migrant workers, including the full implementation of the employment contract. The employment contract shall clearly specify the following:

1. Parties to the contract
2. Contract period
3. Trial period
4. Contract termination procedures
5. Wages to be paid
6. Employer liability to pay for worker's round-trip ticket
7. Secure adequate housing
8. Health care provided through health coverage
9. Dispute settlement procedures
10. Drafting the agreement in Arabic and English

The **employment contract must be issued in Arabic and English in four original copies,** one copy to be delivered to the employer, one copy to the worker, one copy to be deposited with the Ministry of Labor in the Hashemite Kingdom of Jordan, and one copy with the Ministry of Sexual Affairs, Labor, and Social Development in the Republic of Uganda. As for wages, the employer must open a bank account for the worker in a commercial bank and deposit the work wages in that account on the last day of each month and provide the worker with a deposit slip and account statement on a monthly basis.

A cooperation agreement in the field of workforce was also signed between the government of the Hashemite Kingdom of Jordan and the Republic of Ghana[12] on November 27, 2015. The Agreement aims to strengthen cooperation between the two States on labor-related issues and legal frameworks for the use and employment of Ghanaian workers in Jordan. As for **employment contracts,** they must clearly include working conditions, including wages, working hours, meals, accommodation of workers**, their contributions to the Social Security, Health Insurance,** and tickets for the journey to Jordan and return to Ghana. The employer must open a bank account for the worker in his

11 An agreement between the government of the Hashemite Kingdom of Jordan and the government of the Republic of Uganda on the use and employment of Ugandan labor DocuWare Generated PDF (mol.gov.jo) last seen 10/1/2023

12 http://www.mol.gov.jo/EBV4.0/Root_Storage/AR/EB_List_Page/%D8%A7%D8%AA%D9%81%D8%A7%D9%82%D9%8A%D8%A9_%D8%BA%D8%A7%D9%86%D8%A7.pdf workforce cooperation agreement between the Government of Jordan and the Republic of Ghana is available in English Last viewed 10/1/2023

name to deposit the worker's monthly wage and give the worker a copy of the deposit slip.

By analyzing all these memorandums, it is clear that all of them provide for the signing of a unified contract that emphasizes the provision of decent working conditions for workers, as well as providing workers with a copy of it in a language they understand. The memorandum signed between Jordan and Ghana also provides for ensuring that domestic workers are subject to the Social Security Corporation. However, this is not actually implemented. Rather, Jordan's judiciary has tended not to entitle domestic workers to end-of-service bonuses, and this will be explained later.

The memorandums of understanding signed between Jordan, Ethiopia, Ghana, Uganda, and Nepal stipulate the employer's obligation to open a bank account for the domestic worker and give a copy of the deposit slip to the worker, but this is not applied either.

Table of bilateral memorandums of understanding signed between Jordan and the countries that send domestic workers

	Memorandums between Jordan and bilateral countries	Date of signature	mandatory to have a unified contract
1	**Government of the Republic of the Philippines**	6/9/2018	Binding, between employer and worker, Philippine Employment Agency, and Jordanian recruitment offices.
2	**Republic of Sri Lanka**	7/2/2006	Binding, a contract signed between the employer and the worker provided that the form of the contract is in conformity with the national legislation of both countries and is documented and ratified by the diplomatic representative.
3	**Republic of Indonesia**	26/6/2009	Binding, approved and certified by the Embassy of the Republic of Indonesia in Amman. Jordanian offices are also obliged to keep a record of all Indonesian domestic workers who have been employed in Jordan and the Indonesian Embassy in Amman.

4	**Republic of Bangladesh**	26/4/2012	Binding, labor contracts are written in Arabic and English and are ratified by the Ministry of Labor and the Embassy of Bengali in Amman or any other consular representation of the parties.
5	**Federal Democratic Republic of Ethiopia**	15/8/2012	Binding, the parties undertake to ensure that Ethiopian workers are employed under an official contract, ratified by the competent authorities of both states and binding on workers, employers, and employment agencies.
6	**Republic of Nepal**	18/10/2017	Binding, the employment contract must be signed by recruitment agencies in Jordan and Nepal. In the case of recruitment through agencies, they must ensure the worker's full understanding of the contract, including the free and prior approval and signature of the contract and submit the contract signed by the employer and the worker to the Jordanian authorities.
7	**Republic of Uganda**	24/10/2016	Binding, it must be signed by the employer, the employment company in Jordan, the worker, and the employment company in Uganda. The employment contract must be issued in Arabic and English in four original copies, a copy for the employer, a copy for the worker, a copy for deposit with the Ministry of Labor of the Hashemite Kingdom of Jordan and a copy for the Ministry of Sexual Affairs, Labor, and Social Development of the Republic of Uganda.
8	**Republic of Ghana**	27/11/2015	Binding, they must clearly include working conditions, including wages, working hours, meals, and accommodation of workers, as well as their contributions to the Social Security Corporation and health insurance.

Laws and Regulations

Jordan's Labor Law No. 8 of 1996 and its amendments apply to all workers on the territory of the Kingdom. The legislator has not distinguished between Jordanian workers and non-Jordanian workers with rights and obligations. Article (12) of the Labor Law regulated the procedures to be followed by the employer when employing or hiring a non-Jordanian worker. In addition, Article 3, Paragraph b, stipulates that the provisions governing agricultural workers, domestic workers, chefs, and gardeners shall be determined by a system promulgated to that end. This regulation shall include the **regulation of their employment contracts**, working times, rest and inspection and any other matters relating to their employment. Accordingly, on 25 August 2009, the Act on Domestic Workers, Chefs and Gardeners was promulgated and amended in the Official Gazette. The Act was last amended on 14 September 2020.

In accordance with the above, Article 3 of the present Regulations[13] stipulates that **the contract of employment shall be regulated in accordance with a form** adopted by the Ministry for this purpose. This contract shall be in four copies, written in two languages, Arabic and in a language understood by the worker, provided that the **homeowner, the worker, the Ministry,** and the office keep a copy of it.

The regulations also set certain duties of the homeowner (employer) towards the domestic workers, including paying the costs of obtaining a residence permit and work permit, and a monthly wage to be paid within a period not exceeding seven days from the date on which it is due in Jordanian dinars or its equivalent in foreign currency by means and methods specified by the Minister for this purpose. The employer and the worker shall keep a **document proving the payment of the monthly wage to him/her.**

The regulations also obliged the employer to employ the worker in his/her usual or temporary place of residence with his or her family. No one other than the employer and his/her family members are entitled to issue the worker's work orders. Additionally, the worker must be treated with respect and all decent work requirements must be met.[14]

Under the above-mentioned regulation, the employer must enable the worker to contact his parents abroad by phone and at the employer's expense once a month, and the worker has the right to additional calls at his own expense. The worker also has the right to correspond them in writing. Additionally, the employer shall not accompany the worker when he/she and his/her family move to another country for temporary residence, except with **the consent of the worker** and after informing the embassy of his country.[15]

13 Regulation on Domestic Workers, Chefs and Gardeners, as amended by Decision No. 90 of 2009
14 Act No. 90 of 2009 (Regulation on Domestic Workers, Chefs and Gardeners and Their Rulers of 2009), as amended by article 4
15 Regulation for (Domestic Workers, Cooks, Gardeners, and Those in Their Equivalence No. 90 of 2009), as amended by article 4

The employer is also obliged to provide a ticket for the worker's return to their country in the event of two years of his employment, to provide them with health care during their employment, and to allow them to practice their religious practices in a manner that is not contrary to public order and morals.[16]

On the other hand, under this regulation, the worker is obliged to carry out domestic work with all honesty and sincerity, respect the privacy of the house in which he/she works, preserve the owner's property and the contents of the house, and respect the prevailing customs and traditions of society. The worker is also obliged to inform the employer before leaving the home. In the event that it is proven that the worker has caused the loss or damage of tools, machines, or products owned or possessed by the homeowner, or held in the worker's custody and is the result of the employee's fault or contravention of the instructions of the employer, the employer may deduct from the worker's wages the value of the items lost or damaged, but not more than five days' wages per month. In the event of the worker leaving work without the homeowner being the cause, the worker shall bear all financial obligations under the signed work contract and the cost of his/her return to his/her country.[17]

With the extrapolation of the aforementioned articles of the Regulations, we note that Article 6 of the Regulations **limits working hours to eight hours per day**, which is what is contained in Labor Law No. 8 of 1996 and its amendments. The worker is also entitled to a weekly holiday as set out in the Labor Law itself, and is entitled to 14 days' annual paid leave as agreed with the employer. Such leave may be deferred until the end of her contract, and the worker is also entitled to 14 days paid sick leave during the year. All these rights are the same as those enshrined in the Labor Law, which means that the Regulations have not brought anything new. Article 9 of the Regulations stipulates that a committee of the Ministry shall be established by a decision of the Minister called the Committee for Non-Jordanian Domestic Workers' Affairs, which shall include representatives of the Ministry, the Union of office holders and the Public Security Department and Border Administration. But linking the formation of this Committee to the issuance of instructions has not yet been issued to implement the provisions of this system, including the terms and conditions contained in the employment contract model, and **which prevented the establishment of this Commission.**[18]

16 Regulation for (Domestic Workers, Cooks, Gardeners, and Those in Their Equivalence No. 90 of 2009), as amended by article 4
17 Regulation for (Domestic Workers, Cooks, Gardeners, and Those in Their Equivalence No. 90 of 2009), as amended by article 5
18 Regulation for (Domestic Workers, Cooks, Gardeners, and Those in Their Equivalence No. 90 of 2009), as amended by article 12

It is worth mentioning that the system lacked several things, the most important of which is the absence of a text that applies the provisions of the Labor Law in the event that there is no text in the system on any of the rights that must be included in it, and because the principle matters are permissibility and that the absolute is applied to its release, it is logical that the provisions of the Labor Law apply to any dispute not resolved by that regulation.

For instance, there is no provision addressing the social protection of domestic workers in relation to their compliance with the provisions of the Social Security Law on the right to end-of-service benefits, although the Social Security Law No. 1 of 2014, as amended, stipulates in its article 4 that Insurance may be applied to domestic workers and those in their equivalence by a decision of the Council of Ministers based on the recommendation of the Council. All matters related to their coverage of these insurances shall be regulated according to the regulations issued pursuant to the provisions of this law. Therefore, we can apply the provisions of the Labor Law in this case.

But what about the value of overtime allowance, weekly, and annual leave allowance? What about religious and official holidays that are not mentioned in this regulation?

As a result, it can be said that, according to Tamkeen's experience in the field, and through the follow-up of many labor issues relating to domestic workers, it was found that court decisions were different in cases claiming the rights of domestic workers. For example, there are decisions governing the value of overtime allowance in accordance with the labor Law, as regards the employee's entitlement to end-of-service benefits, the lack of entitlement has been justified by the fact that domestic workers are not subject to the labor Law, which means that there is confusion on this subject.

Case (1)

According to the worker, who is Filipino: "I came to Jordan about 10 years ago to work as a domestic worker. I worked for the same employer throughout this period. I used to work very long hours, and I did not take any vacations during my work period. There was a dispute between me and the employer because she was deducting the price of tickets from my wages, knowing that she was the one who had to secure the tickets for me. When I left work, the employer circulated a flight in the security center and did not want to waive me or dismantle the circular."

The above-mentioned worker's labor case has been registered[19] and the following rights have been claimed:

1. Weekly leave allowance
2. Official holiday allowance and holidays
3. Annual leave allowance
4. Overtime allowance
5. Two months' salary allowance
6. End-of-service bonus allowance

The Court's resolution:

Resolution Detail:

1. Claim for annual leave allowance: The claim was rejected because the worker travelled each year for approximately one month, which the Tribunal considered to be the annual leave allowance.
2. Allowance for religious and official holidays: Rejection of the claim due to the inability of legal proof.
3. Claim for weekly leave allowance: The worker was sentenced to 763,320 JDs.
4. The remaining wages of the claimant: 566,400 JDs were sentenced to the worker.
5. Claim for overtime allowance: Rejection of the claim due to the inability of legal proof.
6. Claim for end-of-service allowance: "Article 32 of the Labor Law provides that a worker who is not subject to the Social Security Law and whose services are terminated for any reason shall be entitled to an end-of-service allowance at a rate of one month's pay for each year of his actual service and shall be given a relative remuneration for the year fractures. Remuneration shall be calculated on the basis of the last wage paid during the period of employment. If the whole or part of the wage is calculated on the

19 Amman Rights Magistrate's Court No. 2793/2018

basis of commission or piece, the average monthly remuneration shall be calculated for what the worker actually received during the 12 months preceding the termination of his service. If his service does not reach this threshold, the monthly average of his total service shall be deemed to the intervals that occur between one work and another, and none of them exceed 60 days, are considered as a continuous period of use when calculating the remuneration."

Since the claimant was not involved in social security by the defendant and since the claim under the Labor Law not including foreign domestic workers in social security was subject to the claimant's denial of this established right by the Labor Law, where the statute of domestic workers, cooks and gardeners and their equivalence for the year 2009 which specified special provisions relating to the rights of domestic workers as claimants. The Act provides for special provisions applicable to certain workers' rights and obligations and makes the Labor Law a general rule applicable to the rights of domestic workers, except as provided for in the Act. "Kindly see the decision of the esteemed Court of Cassation No. 2260/2011, this payment is due to be heeded, requiring the applicant to be sentenced to 8 years * $400 monthly salaries = $3200 = depending on the exchange of Jordanian dinars against the fixed US dollar 70.8 = 3200 * 70.8 100% = 2265,600 JDs.

By analyzing this decision, it appears that the female worker was sentenced an end-of-service bonus because the claimant was not involved in social security in accordance with the Labor Law. Article 32 of which states: "A worker who is not subject to the provisions of the Social Security Law and who is terminated for any reason shall be entitled to an end-of-service bonus at a rate of one month's pay for each year of his active service. For the fractures of the year, the remuneration shall be calculated on the basis of the last wage paid during the period of his employment. If the whole or part of the remuneration is calculated on the basis of commission or piece, the average monthly remuneration shall be calculated for the worker's actual remuneration during the 12 months preceding the termination of his or her service. If his or her service does not reach this threshold, the average monthly average of his or her total service shall be deemed between work and the other, and none of them exceed sixty days, are considered as a continuous period of use when calculating the remuneration."

Case (2)

According to the worker, who is of Ethiopian nationality: "I came to Jordan to work as a domestic worker. I worked for one year and 4 months. I did not earn any holidays during my time. I did not receive my wages for 6 months. I worked 6 overtime hours a day, and my passport is reserved with my employer."

A labor case was registered for the worker [20]and the following was claimed:

1. Wages allowance.
2. Religious and official holiday allowance.
3. Weekly leave allowance.
4. Allowance for 5 overtime working hours per day.
5. End-of-service bonus allowance.

Resolution:

1. Claim for salary allowance: "The court finds that the burden of proof of payment of the worker's full wages for the entire period of his employment with the employer lies with the employer, since it is proven to the court that the claimant worked from the date of 3/6/2020 until the date of 7/6/ 2021, and accordingly, the claimant deserves her wages in the amount of 2257 JDs for her work."

2. With regard to the claim for overtime allowance: "The Court finds that it is agreed between the parties to the case that the nature of the claimant's work (domestic worker) is difficult to limit the number of her daily and weekly working hours as determined by law. Moreover, the nature of the work of the claimant is to supervise and follow up on domestic work, which makes the claimant one of the workers who are excluded from overtime by virtue of the nature of their work, which necessitates the dismissal of this claim."

3. Claimant's claim for work allowance on religious and official holidays: "The Court finds that the nature of the claimant's work as a domestic worker determines the provisions to which she is subject under the Domestic Workers, Cooks and those in their Equivalence Regulation No. 90 of 2006. By reference to this regulation, it has not specified that domestic workers are entitled to a religious and official holiday allowance. Because the nature of their work requires their permanent presence with the employer, and it should be said that the case for this part must be dismissed for lack of entitlement."'

20 Northern Amman Conciliation of Rights No. 689/2022

4. With regard to the claimant's claim for end-of-service bonus allowance:

"The Court finds that the nature of the claimant's work as a domestic worker determines the provisions to which she is subject under the Domestic Workers, Cooks and those in their Equivalence Regulation No. 90 of 2006. By reference to this regulation, it has not specified that domestic workers are entitled to the end-of-service allowance, which must be said that the case for this part must be dismissed for lack of entitlement."

5. With regard to the claimant's claim for work allowance on Fridays:

"The Court finds that the nature of the claimant's work as a domestic worker determines the provisions to which it is subject under the Domestic Workers, Cooks and those in their Equivalence Regulation No. 90 of 2006. By reference to this reference, it has not specified that domestic workers are entitled to an end-of-service bonus allowance, which must be said that the case for this part must be dismissed for lack of entitlement."

We note the foregoing that there is a typo in the regulation number as it is for the year 2009 and not 2006, and there is a typo in paragraph 5 and it appears that it is repeated and copied from the previous paragraph.

It is worth mentioning that there is a decision of the Court of Cassation in its capacity as a jurist No. 3753/2015, which is invoked by many decisions. "With regard to the fourth, sixth and seventh reasons for the Court of Appeal's error not to apply the Labor Law to the claimant on the grounds that he is excluded from the provisions of the Labor Law under Article 3 of which as he works as a private driver and subject to the Domestic Workers' Regulation No. 90 of 2009". By extrapolating the text of Article 2/1/c of the Labor Law No. 21 of 1960 applicable to the present case, on the understanding that the services of the claimant to the defendant have begun under it, it appears that the legislator is exempt from the application of the Labor Law for domestic workers, cooks, Gardeners and those in their Equivalence, and that the driver of the house is considered to be a domestic worker and excluded from the application of the provisions of the Labor Law..." "...Since the rights claimed by the claimant is represented by the end-of-service reward, the allowance for arbitrary dismissal, and the notice allowance, were not mentioned in the aforementioned regime and the worker did not have such rights, given that this regulation is the one that determines the rights of the persons covered by its provisions, so the failure to judge for the claimant with these demands is in its proper place, as the contested resolution concluded, which requires refusal of these reasons.."

Returning to the provisions of the Regulation for Domestic Workers, Cooks, Gardeners, and Those in Their Equivalence No. 90 of 2009 and its amendments, we find that Article 3 of it stipulates that the work contract shall be organized according to a form approved by the Ministry for this purpose. This contract shall be in four copies and written in two languages, Arabic and a language understood by the worker, provided that each of the homeowner, the worker, the Ministry, and the office keep a copy thereof.

Unified labor contract

While searching for the unified labor contract for the preparation of this report, we noticed that there were two contracts provided to us by different employees from the Ministry of Labor, and a third contract was obtained through a domestic worker. Upon the court's request for a copy of the unified labor contract signed in the Directorate of Domestic Workers, the response was that they do not have a copy of the employment contract and simply send a picture of the screen stating the names of the parties to the contract and the date of commencement and termination of the work permit without addressing the provisions of this contract.

The three contracts include the employer's name, nationality, telephone number, national number, address, occupation, recruitment office name, number, occupation and license number, worker's name, place and date of birth, nationality, passport number, date of issuance and expiration of passport, name of agent in her country of origin and date of commencement of contract.[21]

First contract

Under the above-mentioned regulation, the unified contract approved by the Ministry of Labor must be signed by the worker, the employer, the ministry, the office, in Arabic and in a language that is understood by the worker. However, what is applied in practice does not conform to the regulation. The Ministry, for example, does not keep a copy of this contract and they have been asked several times according to Official letters from the court to do so, but they provided the court with a copy of a screen containing the employee's and employer's information without the contract. The contract is retained only by the employer and the recruitment office, and sometimes the office provides the worker with a copy of this contract.

As for the language of the contract, the unified contract in all copies that we obtained is written in Arabic and English only, regardless of whether the worker understands these two languages or not.

21 Case No. 343/2022 Magistrates Rights Giza, case No. 914/2022 Magistrates Rights of Western Amman, investigation case No. 12812/2022 Amman Prosecutor.

The following is the first version of the unified contract:

Special Working Contract for Non-Jordanian Domestic Workers

عقد عمل خاص بالعاملين في المنازل من غير الأردنيين

REG NO. رقم التسجيل

'remises

. First Party: A-(Employer)

lame:

D: Identity ID.NO.

Sex: Nationality:

'rofession: Work Tel:

Work address:

Residency Address: Street:

Residence No: P.O.Box:

)- Recruiting agency:

\ddress:

'el: License No: / /

:Second Party (Worker):

lame:

'lace and date of Birth: / /

lationality: Marital Status:

'assport Number::

)ate of Issue: / / Date of Expiry: / /

\ddress in the Country of Origin:

Vorker's Agent:

Contract date (Day) (Month) (year)

Contract period: Two years upon the Second Party's arrival to the Hashemite Kingdom of Jordan / / ..... The contract may be renewed for other periods with the agreement of both Parties and subject to the condition that the First Party obtains the required working and residency permits for the Second Party during the contract's duration in compliance with articles 3 and 9 of the contract.

As the Firs Party wishes to employ the Second Party to work in his/her residence, whose address is mentioned above, in the profession of House Worker And as the Second Party is ready to fully perform this work, this contract has been signed with the approval and consent of the Two Parties to the following conditions:

Terms and Conditions :

First: The introduction of this contract is an essential part of it and shall be read altogether.

Second: A) The First Party shall provide the Second Party with a two-way ticket under the condition that the Second Party has spent no less than a period of two working years. The First Party shall provide the Second Party with a return ticket if he/she wishes to end the Second Party's work before the contract expires. The First Party shall not bear the responsibility of providing the Second Party with a return ticket in case of transferring the Second Party to another employer or if the Second Party does not complete the contract's duration due to reasons caused by him/her.

B) In case of transferring the Second Party to work with a new employer and in order to complete the duration of this contract and following the approval of the concerned authorities, both parties and the new employer, an annexed contract shall be signed that will regulate the commitments of each Party including the return ticket.

Third: The First Party shall obtain the required working and residency permits at his/her own expenses for the Second Party. If the First Party fails to obtain the permits, he/she shall pay the penalties stated in article (34) of the Residency and Foreigners Affairs Law.

Fourth:

A) The Employer shall pay a monthly salary of $ (Four Hundred Dollars)or its equivalent in foreign currencies within seven days of the due date.

Both parties shall sign a receipt verifying that the Employer has paid the salary and the Second Party has received it provided that both Parties shall keep original copies.

B) The payment of the above mentioned salary to a Third Party shall not be considered quittance from paying the salary unless the Employer gets a written approval from The Second Party permitting him/her to pay the salary to a Third Party.

المقدمـــة

الفريق الأول: أ- صاحب العمل | المستخدم

الاسم :

اثبات الشخصية : بطاقة أحوال الرقم الوطني:

الجنس: الجنسية:

المهنة: هاتف العمل:

عنوان العمل:

عنوان السكن - المدينة: الشارع:

رقم المنزل: صندوق بريد:

ب- مكتب الاستقدام

العنوان:

هاتف: رقم الرخصة: ع / / / /

الفريق الثاني : | المستخدم

الاسم :

مكان وتاريخ الولادة: / /

الجنسية: الحالة الاجتماعية:

رقم الجواز:

تاريخ الإصدار: / / تاريخ الانتهاء: / /

العنوان في بلده الأصلي:

وكيل العامل في بلده:

تاريخ العقد اليوم| الشهر| السنة|

مدة العقد: سنتان اعتبارا من تاريخ وصول الفريق الثاني إلى المملكة الأردنية الهاشمية الواقع في قابلة للتجديد إلى مدة أو مدد عقدية أخرى بموافقة الفريقين شريطة استصدار تصريح عمل و إذن إقامة للفريق الثاني طيلة مدة العقد بما ينسجم ولا يتعارض مع البند ثالثا و تاسعا من هذا العقد بما أن صاحب العمل يرغب باستخدام الفريق الثاني للعمل لديه في منزله المذكور عنوانهبالمقـدمة بمهنة عاملة منزلية و بما أن الفريق الثاني لديه الرغبة الكافية و الاستعداد التام للقيام بذلك العمل فقد تم توقيع هذا العقد بإرادة و رضاء الفريقين ضمن الشروط التالية

الشروط :

أولا : مقدمة هذا العقد جزء لا يتجزأ منه و تقرأ معه.

ثانيا :

أ- يلتزم الفريق الأول بتأمين تذكرة سفر للفريـــق الثاني من بلده إلى الأردن و يلتزم كذلك بتأمين تذكرة سفر عودته إلى بلاده شريطة أن يكون قد أمضى العامل لديه مدة عمل فعلية عن سنتين، و يكون الفريق الأول ملزما بتذكرة العودة إذا رغب بإنهاء خدمة العامل قبل انتهاء مدة العمل لديه و لايتحمل الفريق الأول ثمن تذكرة العودة للعامل في حال استخدامه لدى صاحب عمل آخر أو لعدم إكمال الفريق الثاني لمدة العقد لأسباب تعود للفريق الثاني

ب- و في حال انتقال (الفريق الثاني) للعمل لدى صاحب عمل جديد لإتمام مدة العقد و بعد موافقة الجهات المختصة و موافقة الفريقين و صاحب العمل الجديد فانه يصار إلى توقيع عقد ملحق بهذا العقد ينظم لغايات تحديد التزامات كل طرف بما فيها تذكرة العودة

ثالثا :

يلتزم الفريق الأول باستصدار إذن إقامة و تصريح عمل سنويا للفريق الثاني على نفقتـه الخاصة و بعكس ذلك فان الفريق الأول يكون ملتزما بدفع كافة الغرامات المنصوص عليها فـي المادة (34) قانون الإقامة و شؤون الأجانب المعمول به

رابعا :

أ- يلتزم صاحب العمل بدفع الأجر الشهري و قدره ( )$(دولار)

أو مايعادله بالعملات الأجنبية خلال مهلة أقصاها سبعة أيام من تاريخ استحقاقه، بحيث يقوم الفريقان بالتوقيع على مستند يثبـت دفع ذلك الأجر من قبل صاحب العمل و استلامه من قبل الفريق الثاني على أن يحتفظ كلاالفريقين
بنسخة أصلية عنه

ب- دفع الأجور المذكورة أعلاه لأية جهة كانت غيرالفريق الثاني لا يعتبر إبراء لذمة صاحب العمل من تلك الأجور إلا إذا حصل من الفريق الثاني على كتاب خطي يسمح له بموجبـه بدفع الأجـر إلى جهة أخرى غير الفريق الثاني

Fifth: The Employer shall not employ the Second Party in any place other than the usual address of the Employer's residence. In case of moving to another country, the Employer shall notify the concerned Embassy and shall get the approval of the Second Party.

Sixth: The Employer shall not employ the Second Party in any work other than the one described in the premises. The Second Party shall faithfully and loyally perform his/her duties without violating the general social norms, morals and Laws. The Second Party shall not leave the Employer's residence or be absent from work without the Employer's approval.

Seventh: The Employer shall provide the Second Party, and in a suitable way, with accommodation, meals, clothing and medical care. The Employer must not place any restrictions upon the Second Party's correspondence.

Eighth: Both Parties shall treat each other in a humane way that complies with Jordanian Laws and the International Conventions ratified by Jordan. The Second Party shall be given one rest day weekly provided that the Second Party shall not leave the residence without the permission of the Employer.

Ninth: The Second Party has the right to nullify, without prior warning, the contract if the First Party does not abide by the Third and Fourth Articles. Therefore, the First Party shall bear the full civil and penal responsibility for violating the two mentioned Articles or any of the contract's Articles with full obligation on the part of the First Party to what is stated in the Second Article.

Tenth: The First Party has no right to withhold the Second Party's passport or any other related personal documents.

Eleventh: The Recruiting agency (B-First Party), and in case the Second Party appears to be infected, before entering the Kingdom, by any of the contagious or dangerous diseases or if found to be unhealthy or physically unfit or if turns to be pregnant, shall bear any financial expenses that the employer had to pay when bringing the Second Party or any other expenses caused by any of the aforementioned reasons and shall send, The Second Party back to the Country of Origin.

Twelfth: The First Party shall obtain a life and accident insurance policy for the benefit of the Second Party, issued at an accredited insurance company recognized by the Second Party's Embassy, with an annual fee that shall not exceed JD 20, of which the Second Party shall pay half of the agreed amount to the First Party. In case the Second Party is from a nationality that it's Embassy does not recognize any insurance company.

Thirteenth: Any dispute between the Employer and the Second Party shall be resolved in a friendly manner with the involvement of the agent (B-First Party) mentioned in the premises, and where necessary using the good offices of the Embassy. Both parties have the right to refer the matter to the judicial authority in order to solve it according to relevant laws.

Fourteenth: The First Party shall give the Second Party a grant equivalent to a 15-day salary at the end of the two working years at the same Employer.

Fifteenth: Three copies of the contract will be issued to the First Party (A+B), Second Party and concerned Embassy in the Kingdom in, Arabic and English. The Embassy's copy shall be kept at its offices without any expenses from the First Party.

Sixteenth: this contract has been executed in Amman

Date : 11/08/2015

Additional Conditions that shall not violate any of the contract's articles:

1. Work 8 Hours
2.

First Party
A) Employer

Second Party
Employee

B) Agency:

Seal of the Ministry of Labour

Seal of Concerned Embassy

خامسا :لا يجوز لصاحب العمل استخدام الفريق الثاني في أي مكان غير مكان إقامته المعتاد مع اسرتهم في حال الانتقال إلى أي دولة أخرى فانه يكون ملزما بأعلام السفارة المعنية و موافقة الفريق الثاني على ذلك

سادسا:- يتعهد صاحب العمل بعدم تشغيل الفريق الثاني بأي عمل غير العمل الموصوف في المقدمة و ما هو من مستلزماته كما و يلتزم الفريق الثاني بالقيام بذلك العمل بكل أمانة و إخلاص و بشكل يتفق مع مبدأ حسن النية و عدم مخالفة القواعدالاجتماعية العامة و القوانين المرعية و كذلك عدم العمل فيه بدون موافقة صاحب العمل

سابعا:- يلتزم صاحب العمل بتأمين و بشكل مناسب مكان سكن و مأكل و ملبس و رعاية صحية للفريق الثاني كما و يلتزم بعدم فرض أية قيود على مراسلاته

ثامنا:- يلتزم الفريق الأول بحسن معاملة الفريق الثاني بطريقة إنسانية و بما ينسجم مع القوانين المختصة المعمول بها و الاتفاقات الدولية المصادق عليه بما في ذلك منحه يوم راحة أسبوعية بحيث لا يجوز له مغادرة مكان عمله دون موافقة صاحب العمل

تاسعا:- للفريق الثاني الحق بفسخ العقد إذا لم يلتزم الفريق الأول به في البندين (ثالثا و رابعا) بحيث يتحمل الفريق الأول نتيجة لذلك كامل المسؤولية المدنية والجزائية الناتجة عن خرقه للبندين المذكورين أو أي من بنود العقد مع التزامه بما هو منصوص عليه في البند ثانيا

عاشرا:- ليس للفريق الأول الحق باحتجاز جواز سفر الفريق الثاني أو أية أوراق شخصية أخرى تعود له

حادي عشر:- يتحمل المكتب (ب/الفريق الأول) كافة التكاليف إذا تبين أن الفريق الثاني مصاب بأي مرض من الأمراض المعدية أو الخطيرة أو عدم لياقته الصحية و الجسدية أو أن تكون العاملة حاملا و ذلك قبل دخول الفريق الثاني البلاد فان صاحب المكتب (ب/الفريق الثاني) ملزم بتحمل أية تكاليف أنفقها صاحب العمل لاستقدام الفريق الثاني و إعادته إلى بلاده أو أية تكاليف أخرى أنفقت بسبب ذلك

ثاني عشر:- يلتزم الفريق الأول بإصدار بوليصة تأمين للحياة و ضد الحوادث لصالح الفريق الثاني لدى شركة تأمين تعتمدها سفارة الفريق الثاني و بقسط تأميني لا يتجاوز عشرين دينارا سنويا تدفع مناصفة من قبل الفريقين، و في الحالة التي تكون فيها الفريق الثاني من جنسية دولة لم تقم سفارتها باعتماد أية شركة تأمين محددة فان الفريق الأول ملزم بتأمين الفريق الثني و على نفقته الخاصة لدى أية شركة تأمين مرخصة

ثالث عشر:- في حال نشوء أي نزاع بين صاحب العمل و الفريق الثاني فانه يصار إلى تسويته بطريقة ودية بإشراف المكتب (ب/الفريق) المشار إليه في المقدمة و من الممكن و في حالات الضرورة أن يتم الاستعانة بإمكانيات سفارة بلد الفريق الثاني لحل النزاع، و للفريقين الحق باللجوء إلى القضاء لحله بما ينسجم مع القوانين المختصة

رابع عشر:- يلتزم الفريق الأول بإعطاء الفريق الثاني بدل إجازة تعادل أجر (15) يوما في نهاية سنتي عمل لدى نفس صاحب العمل

خامس عشر:- يتم تنظيم العقد باللغتين العربية و الإنجليزية، نسخة بيد الفريق الأول (أ+ب) و الثانية بيد الفريق الثاني و الثالثة لسفارة الفريق الثاني في المملكة، و يكون إيداع هذه النسخة لدى السفارة دون أية رسوم يتحملها الفريق الأول

سادس عشر:- تم تنظيم هذا العقد في عمان بتاريخ 2015/08/11

شروط أخرى على إن لا تخالف أي من شروط العقد

1- ٨ ساعات عمل
2-

الفريق الأول ((First Party))
أ- صاحب العمل المستخدم (Employer)

التوقيع----------

ب- مكتب الإستقدام في الأردن (Jordanian Agency)

ختم وزارة العمل

ختم السفارة

In accordance with the terms and provisions of this contract, the contract provided in its introduction for its duration, which is two years from the date of the worker's arrival in the Hashemite Kingdom of Jordan, provided that the employer issued a work permit and a residence permit to the worker for the duration of the contract.

This contract requires the employer to undertake several obligations, most notably, to secure a ticket from the worker's country to Jordan and from Jordan back to the worker's country, **provided that** he has completed the entire contract period.

The employer is also obliged to secure the ticket if he wishes to terminate the employee's employment before the expiration of the contract period of two years. One of the most important terms of the contract is **the employer's obligation to pay all the fines provided for in the Residence and Foreigners Affairs Law. Article 34 of the Residence and Foreigners Affairs Law, No. 24 of 1973 stipulates that: "Any foreigner who has entered the Kingdom legally and who has not obtained temporary residence or exceeded the period of such residence granted to him, or who has not applied for renewal of his annual residence permit within one month of its expiration shall be fined an amount of 45 JDs for each month of the excess or part of the month in the amount of 1/2 JDs for each day of that part."**

The fact that the contract gave the worker a higher right and obliged the employer to pay those fines is what counts as the implementation of the contract here and not what is stated in the law.

Under this contract, the employer is also obliged to pay the worker's monthly wage within a maximum period of seven days from the date of entitlement, and the employee and employer must sign a document proving that the wage was paid by the employer and received from the worker, which is also in the system.

The contract stipulates that the payment of wages to a party other than the worker is not considered a discharge of the employer from the wage**, unless he obtains the employee's consent through a written letter allowing him to pay the wage to another party. This contravenes what is relied upon by the courts that once the employer has shown bank transfers to the worker's State, these wages and their decrease are calculated from the value of the claim.**

According to the contract, the employer shall not employ the worker anywhere other than the place of habitual residence. If he/she wishes to move to another State, he/she is obligated to obtain the worker's approval and inform his/her embassy. He/she shall also undertake not to employ the worker on any work other than domestic work and shall adequately secure a place of residence, food, clothing, and health care for the worker and **undertakes not to impose any restrictions on her correspondence.**

Under the contract, the employer is also obliged to issue a life and accident insurance policy with an insurance company approved by the worker's embassy, and with an insurance premium not exceeding 20 JDs per year paid equitably between the worker and the employer. If the worker does not have an embassy in Jordan, the employer is obliged to insure her with any licensed insurance company. **The insurance premium approved by the insurance companies is 30 JDs per year.**

The employer must also, in accordance with the contract, commit to the proper treatment of the worker in a humane manner and in conformity with applicable laws and international conventions ratified by the Kingdom and grant the worker a weekly day off, as she may not leave the workplace during the vacation day except with the employer's consent.

It should be noted that the contract stipulated the employer's obligation to give the worker a leave allowance equivalent to 15 days' wages at the end of two working years, since such leave was a better right and was not included in the regulation. According to the system and the contract, the worker is granted a weekly day off, 14 days of annual leave, and an allowance of 15 days off at the end of two working years.

One of the rights granted by the contract to domestic workers, is the right to terminate this contract in the event that the employer is not obliged to issue a residence permit, a work permit and payment of the monthly wage. As a result, the employer bears full civil and criminal liability for the termination of the contract. The worker is also entitled to retain her passport and any personal papers belonging to her and the employer is not entitled to withhold any of the documents or passports.

With regard to the recruitment office's obligations under this contract, the Office bears all costs if the worker is found to have any infectious or serious disease, ill-health, and physical fitness, or to be pregnant before entering the country. The Office is also obliged to bear any costs incurred by the employer to recruit and return the worker to her country.

This contract also stipulated at its end that the contract be organized in Arabic and English, and that copies be given to: the worker, the recruitment office, the employer, and the embassy of the worker's country. In the event of any dispute between the worker and the employer, it shall be settled in a friendly manner under the supervision of the recruitment office. In cases of necessity, the capabilities of the working country's embassy are used. They also have the right to resort to the judiciary to resolve the dispute in accordance with the relevant laws.

Analysis of the employment contract for non-Jordanian domestic workers obtained from a domestic worker signed by her in the Directorate of Domestic Workers on 4/6/2022 and also in the Ministry of Labor:

There is a difference between the two contracts, in terms of the conditions set forth in clause two of the contract, which stipulates that all parties to the contract shall abide by the relevant legislation governing the work of the second party in the first party's home**, in particular the Jordanian Labor Law** and its provisions under regulations No. 90 of 2009 and No. 12 of 2015 and their instructions.

It follows from this that the calculation of the amount of the worker's allowances in addition to the termination bonus is applied to the provisions of the Labor Law.

In section ten, the contract allowed the worker to terminate the employment contract with the employer's full civil and criminal liability resulting from the breach of clauses three and five. Clause three relates to securing the ticket and clause five **relates to the payment of the worker's monthly wage for a period not exceeding seven days**. This is contrary to the first contract that exists and is also approved by the Ministry of Labor.

There is no provision in this contract that requires the Office to bear all costs if it is found that the worker has any infectious or dangerous disease, she is unfit healthy or physically, or is pregnant as in the first contract.

It should be noted that in clause twelve, the employer is obliged to issue the insurance policy, that includes insurance for **refusing or quitting work**, and this is not included in the first contract.

In clause thirteen of this contract, it is stipulated that when a dispute arises between the worker and the employer, the Jordanian Ministry of Labor is competent to settle it, and it can be settled in an amicable manner under the supervision of the Office. In cases of necessity, the Embassy of the worker's country and both parties have the right to resort to the judiciary to resolve it in conformity with the relevant laws. This is contrary to the first contract, which stipulates that in the event of a dispute, the competent authority for settlement is the recruitment office, without mentioning the Ministry of Labor.

This contract also stipulates that the employer's obligation under clause fourteen **to give the worker a leave allowance equivalent to 15 days' wages at the end of two working years, as set out in the first contract.**

Clause fifteen states that the contract shall be organized in **five copies**, a copy with the worker, a copy with the employer, a copy with the office, a copy with the Ministry of Labor and a copy with the Embassy. **This is contrary to the first contract, which did not stipulate that a copy be deposited with the Ministry of Labor, in violation of the regulations which the Ministry is required to keep a copy of the contract.**

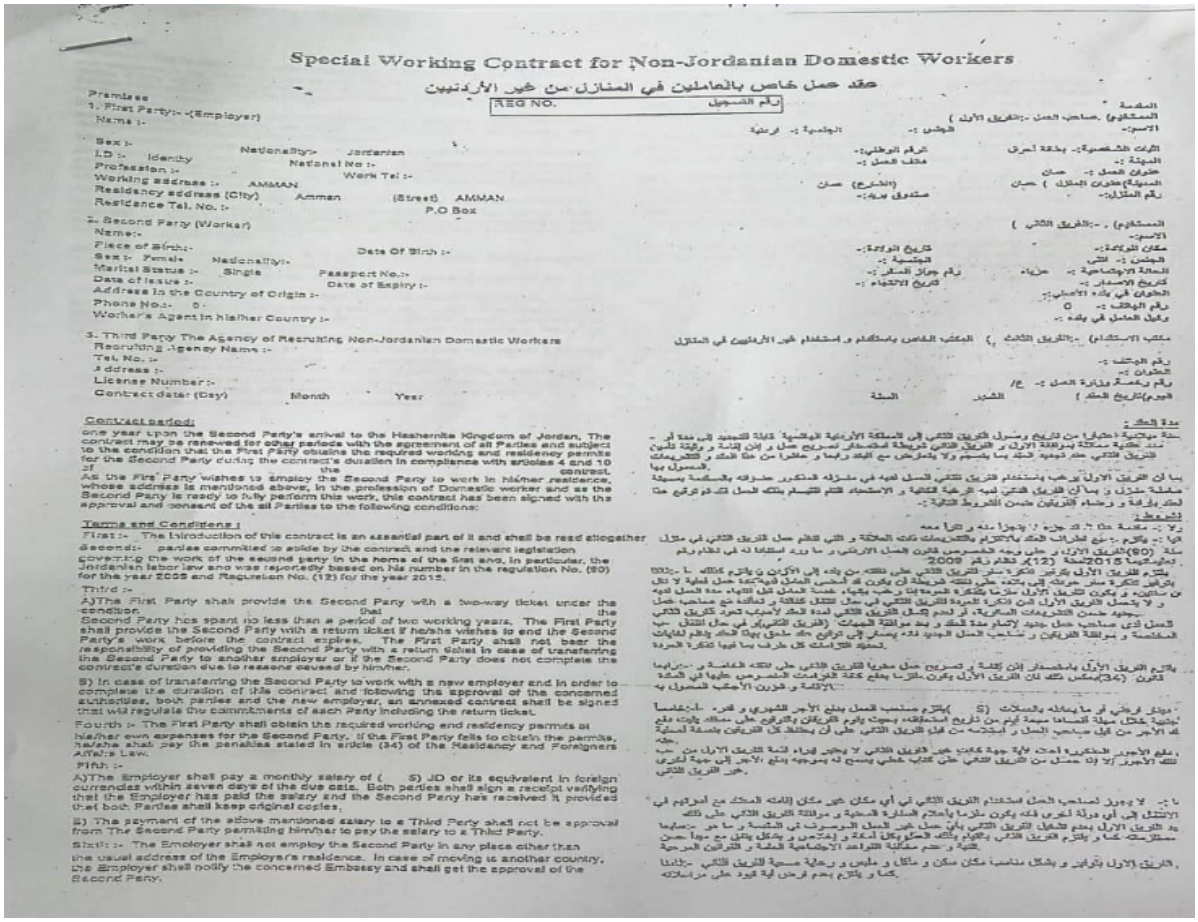
The third version of the unified contract provided to us by the Ministry of Labor is uncoordinated and its words are inverted as shown below:

In this version of the contract, the duration of the contract is limited to **one Gregorian year** from the date of the worker's arrival in the Kingdom, renewable similar contractual period or duration, subject to the

approval of the two parties (worker and employer), issuance of residence permit, work permit and worker's residence document, not contradict with clauses four and ten. Clause four, which obliges the employer to obtain a residence permit and work permit. As for the tenth clause, which is that the worker can terminate the employment contract if she is not booked a ticket and/or not given her monthly wage for more than 7 days.

The second clause stipulates that all parties to the contract shall abide by the relevant legislation governing the work of the second party in the first party's home, **in particular the Jordanian Labor Law** and its provisions under Regulations No. 90 of 2009 and No. 12 of 2015 and their instructions.

The remaining clauses are the same as those in the second contract.



Special Working Contract for Non-Jordanian Domestic Workers

عقد عمل خاص بالعاملين في المنازل من غير الأردنيين

REG NO. رقم التسجيل

Premises

1. First Party:- (Employer)
Name :-

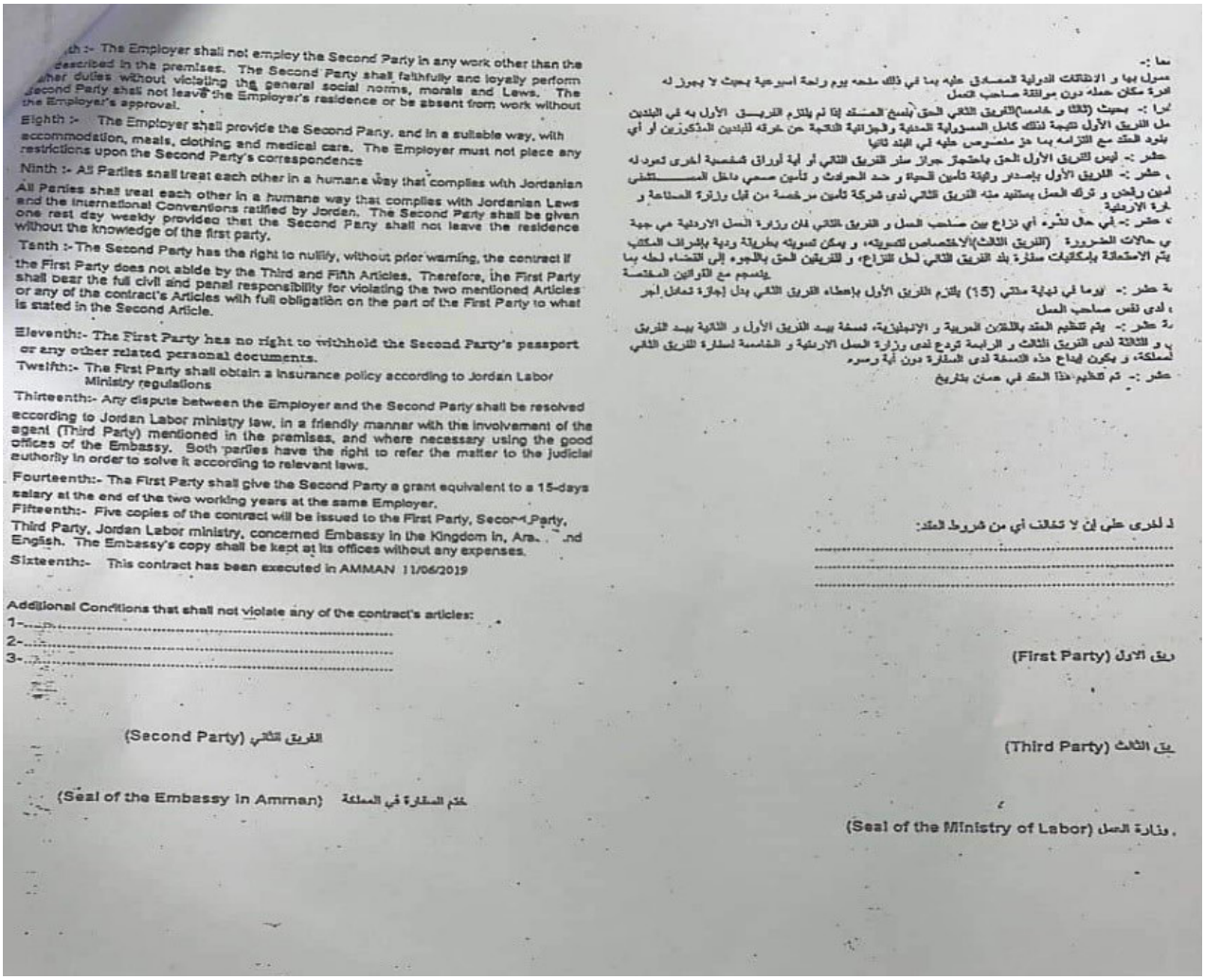
Sex :-
I.D :- Identity Nationality:- Jordanian
Profession :- National No :-
Working address :- AMMAN Work Tel :-
Residency address (City) Amman (Street) AMMAN
Residence Tel. No. :- P.O Box

2. Second Party (Worker)
Name:-
Place of Birth:- Date Of Birth :-
Sex :- Female Nationality:-
Marital Status :- Single Passport No.:-
Date of Issue :- Date of Expiry :-
Address in the Country of Origin :-
Phone No.:- 0
Worker's Agent in his/her Country :-

3. Third Party The Agency of Recruiting Non-Jordanian Domestic Workers
Recruiting Agency Name :-
Tel. No. :-
Address :-
License Number :-
Contract date: (Day) Month Year

Contract period:
one year upon the Second Party's arrival to the Hashemite Kingdom of Jordan. The contract may be renewed for other periods with the agreement of all Parties and subject to the condition that the First Party obtains the required working and residency permits for the Second Party during the contract's duration in compliance with articles 4 and 10 of the contract.
As the First Party wishes to employ the Second Party to work in his/her residence, whose address is mentioned above, in the profession of Domestic worker and as the Second Party is ready to fully perform this work, this contract has been signed with the approval and consent of the all Parties to the following conditions:

Terms and Conditions :
First :- The introduction of this contract is an essential part of it and shall be read altogether
Second:- parties committed to abide by the contract and the relevant legislation covering the work of the second party in the home of the first one, in particular, the Jordanian labor law and was reportedly based on his number in the regulation No. (90) for the year 2009 and Regulation No. (12) for the year 2015.
Third :-
A)The First Party shall provide the Second Party with a two-way ticket under the condition that the Second Party has spent no less than a period of two working years. The First Party shall provide the Second Party with a return ticket if he/she wishes to end the Second Party's work before the contract expires. The First Party shall not bear the responsibility of providing the Second Party with a return ticket in case of transferring the Second Party to another employer or if the Second Party does not complete the contract's duration due to reasons caused by him/her.
B) In case of transferring the Second Party to work with a new employer and in order to complete the duration of this contract and following the approval of the concerned authorities, both parties and the new employer, an annexed contract shall be signed that will regulate the commitments of each Party including the return ticket.
Fourth :- The First Party shall obtain the required working and residency permits at his/her own expenses for the Second Party. If the First Party fails to obtain the permits, he/she shall pay the penalties stated in article (34) of the Residency and Foreigners Affairs Law.
Fifth :-
A)The Employer shall pay a monthly salary of ( ) JD or its equivalent in foreign currencies within seven days of the due date. Both parties shall sign a receipt verifying that the Employer has paid the salary and the Second Party has received it provided that both Parties shall keep original copies.
B) The payment of the above mentioned salary to a Third Party shall not be approval from The Second Party permitting him/her to pay the salary to a Third Party.
Sixth :- The Employer shall not employ the Second Party in any place other than the usual address of the Employer's residence. In case of moving to another country, the Employer shall notify the concerned Embassy and shall get the approval of the Second Party.



th :- The Employer shall not employ the Second Party in any work other than the described in the premises. The Second Party shall faithfully and loyally perform other duties without violating the general social norms, morals and Laws. The Second Party shall not leave the Employer's residence or be absent from work without the Employer's approval.

Eighth :- The Employer shall provide the Second Pany, and in a suitable way, with accommodation, meals, clothing and medical care. The Employer must not place any restrictions upon the Second Party's correspondence

Ninth :- All Parties shall treat each other in a humane way that complies with Jordanian

All Parties shall treat each other in a humane way that complies with Jordanian Laws and the International Conventions ratified by Jorden. The Second Party shall be given one rest day weekly provided that the Second Party shall not leave the residence without the knowledge of the first party.

Tenth :- The Second Party has the right to nullify, without prior warning, the contract if the First Party does not abide by the Third and Fifth Articles. Therefore, the First Party shall bear the full civil and penal responsibility for violating the two mentioned Articles or any of the contract's Articles with full obligation on the part of the First Party to what is stated in the Second Article.

Eleventh:- The First Party has no right to withhold the Second Party's passport or any other related personal documents.

Twelfth:- The First Party shall obtain a insurance policy according to Jordan Labor Ministry regulations

Thirteenth:- Any dispute between the Employer and the Second Party shall be resolved according to Jordan Labor ministry law, in a friendly manner with the involvement of the agent (Third Party) mentioned in the premises, and where necessary using the good offices of the Embassy. Soth parties have the right to refer the matter to the judicial authority in order to solve it according to relevant laws.

Fourteenth:- The First Party shall give the Second Party a grant equivalent to a 15-days salary at the end of the two working years at the same Employer.

Fifteenth:- Five copies of the contract will be issued to the First Party, Second Party, Third Party, Jordan Labor ministry, concerned Embassy in the Kingdom in, Ara... ...nd English. The Embassy's copy shall be kept at its offices without any expenses.

Sixteenth:- This contract has been executed in AMMAN 11/06/2019

Additional Conditions that shall not violate any of the contract's articles:

1-.....

2-.....

3-.....

(Second Party) الفريق الثاني

(Seal of the Embassy in Amman) ختم السفارة في العاصمة

(First Party) ...ريق الأول

(Third Party) ...يق الثالث

(Seal of the Ministry of Labor) ...وزارة العمل

The method approved for payment of wages by the employer for the worker:

The regulations oblige the employer to pay the worker's monthly wage within a period not exceeding seven days from the date of his entitlement to Jordanian dinars or its equivalent in foreign currencies and by means and methods specified by the Minister for this purpose. The owner of the house and the worker shall keep a document proving the payment of monthly wages to him.

It is important to note that no decisions or instructions have been issued by the Minister of Labor specifying the means or method of payment of wages to the worker, although the regulation obliged the employer to retain a document proving payment of the worker's monthly wage. However, the majority of employers do not adhere to this. Rather, when the wages are not paid and questioned, it is argued that it was the worker who asked him to accumulate her wages or that she received them manually without transfers or documents. There are employers who keep transfers, including those who make transfers, cancel them, and also keep the transfer copy, although the unified employment contract states in its entirety that paying wages to a party other than the worker is not considered a release from the employer's obligation regarding the wages, **unless he obtains the worker's consent through a written letter allowing him to pay the wage to another party.**

Although article 5 of the Labor Law stipulates that the Ministry shall carry out inspection functions application of the provisions of this law. In Article 9 of which, the Labor Inspector shall, in the course of his or her duties, exercise the powers conferred on members of the judicial police under the applicable Code of Criminal Procedure and shall act strictly within the limits of his or her post until such time as he or she proves otherwise. However, we suffer from a lack of inspectors and home inspection visits. For example, in light of the presence of approximately **49,437 regular domestic workers in Jordan, the number of inspectors in all sectors is approximately 130 inspectors distributed throughout the Kingdom.**

It should be noted that some bilateral memorandums signed between Jordan and the countries from which the workers are recruited obliged Jordan that the employer create a bank account for the worker, deposit her wages on a monthly basis, and give a copy of the deposit slip to the worker.[22]

And regarding the instructions of the insurance policy for non-Jordanian domestic workers of the year 2021 issued pursuant to article 17, Paragraph (b), of the Regulation on the Organizing Offices Operating in the Recruitment of Non-Jordanian Domestic Workers No. (63) for the year 2020, which came into force on 1/2/2021: The instructions for the purpose of granting a work permit or the worker's relocation to another homeowner require proof of the existence of a valid policy or insurance policies from a single insurance company covering the following insurance benefits:

1. Death caused by any cause.
2. Accidents that happen to the worker during work.
3. Transporting the body to the airport of the worker's original home, or the costs of burial of the worker's body inside the Kingdom.
4. Medical insurance for the worker inside the hospital.
5. Financial losses to the owner of the home or office arising from the worker's refusal to work, his escape or leaving work to any party.

22 Bilateral agreements signed between Jordan and Ethiopia, Uganda, Ghana, Nepal

The policy also required the renewal of the worker's work permit with the same homeowner to provide proof of the existence of a valid insurance policy or policies from a single insurance company covering the insurance benefits provided above.

The coverage of the medical insurance benefit inside the hospital, even if it was caused by any illness or disease that existed before the insurance policy's entry into force, includes the following:

1. Costs of medical treatments requiring hospital accommodation, including doctors' wages, hospital treatment expenses, expenses for other medical procedures, laboratory and radiological examinations, the price of medicines, etc.

2. Intensive care accommodation costs, the costs of computed tomography, magnetic resonance, diagnostic procedures and doctors' wages from supervision, anesthesia, operations, and any other services provided by the hospital.

3. The costs of medical surgeries that are performed inside the hospital and do not need to spend a night or more, but they require medical care inside the hospital, such as tonsillectomy, catheterization, endoscopy, and others.

4. Serious diseases that require specialized care due to the presence of serious and critical physical ailments that require medical treatment or surgery inside the hospital, including cancer, cardiovascular disease, kidney failure, epilepsy, and stroke.

5. Treatment costs resulting from attempted suicide and intentional self-harm.

B- Insurance coverage for financial losses incurred by the home or office owner as a result of the worker's refusal to work, or his escape or leaving work for any party, includes the following:

1. The costs of recruiting or transporting the worker according to the Minister's decision issued for this purpose.
2. A percentage of the costs of the travel ticket for the worker's return to his home country.
3. Expenses of necessary medical care in case the worker needs it during his return trip to the country of origin, with a maximum of 3,000 dinars.

Applicable insurance policy:

The companies approved for insurance for domestic workers are currently two companies: Arab East Insurance Company, and First Insurance Company. The annual premium for insurance for domestic workers in both companies is **30 JDs**, although the unified contract required that the annual premium not exceed **20 JDs** per year. The insurance coverage is according to the policy of the following entities:

- Health insurance in hospitals.
- Death insurance, estimated at 4,200 JDs, provided that this death is normal or due to an accident.
- The costs of transporting the body to the airport of the country of origin, or the costs of burying the body inside Jordan: 5,000 JDs.
- Death resulting from suicide or self-harm: 1,800 JDs.
- The full costs of the travel ticket to the original home of the worker, with a maximum of 370 JDs, provided that it is 50% in the event that the insured is medically unsuitable.
- Annual ceiling for each beneficiary: 5000 JDs.
- Complete coverage of residency, intensive care, CT and MRI scans, laboratory tests, medications, and diagnostic procedures.

It is noted that the insurance policies did not cover the insurance of financial losses to the owner of the home or office resulting from the worker's refusal to work or leaving the job.

Evaluation findings:

1. Jordan has signed several memorandums of understanding with the countries from which domestic workers are recruited. However, these memorandums are not applied on the ground. For example, all agreements have provided for the signing of a unified contract setting out the conditions of decent work and providing workers with a copy of it in a language the worker understands.

2. The memorandum signed between Jordan and Ghana stipulates that domestic workers shall be subject to the Social Security Corporation. However, this is not actually applicable, but rather the judiciary in Jordan has tended not to entitle domestic workers to the end-of-service remuneration.

3. Article 4 of the Social Security Act stipulates that insurance may be applied to domestic workers and persons under the Council of Ministers' decision on the basis of placement of the Council of Ministers. All matters relating to their coverage are regulated by the regulations promulgated under this Act. No decisions or regulations have been issued until the preparation of this report.

4. Each of the memorandums of understanding signed between Jordan, Ethiopia, Ghana, Uganda, and Nepal stipulated the obligation of the employer to open a bank account for the domestic worker with him and to give a copy of the deposit slip to the worker, but this is not applied.

5. No instructions have been issued under the domestic workers' regulation, adopting the unified contract in force from the Ministry of Labor - Directorate of Domestic Workers.

6. The unified contract available is not identical and there are three different copies.

7. A unified contract is not available in all domestic workers' languages, but only in Arabic and English.

8. The Ministry of Labor does not keep a copy of the employment contract and, upon request by the courts, only sends an electronic extracted image of a screen containing the parties to the contract, the date of the work permit and its termination, and some of the worker's information such as his name, personal identification number and passport number.

9. The judiciary was divided by its resolutions into three sections: the first section does not apply the labor law and considers that domestic workers are excluded from the law; the second section applies the regulation and some provisions of the law only; while the third section applies the regulation and the law.

10. There are provisions in the contract that are not applied by the Ministry of Labor or the courts, such as urging domestic workers to obtain the right to a pay allowance equivalent to 15 days at the end of the two-year employment contract.

11. The unified contract stipulates that paying wages to a party other than the worker is not considered a discharge of the employer's liability for the wages unless he obtains the worker's consent through a written letter that allows him to pay the wages to another party. This contradicts what is relied upon in the courts that once the employer appears Work Bank transfers to the worker's country, these wages and their decrease are calculated from the value of the claim.

12. Two of the unified contracts obtained stipulated that all parties to the contract must abide by the relevant legislation, in particular the Jordanian Labor Law and the provisions of Regulations No. 90 of 2009 and No. 12 of 2015 and their instructions.

13. In many cases, domestic workers are not provided by a copy of the employment contract and are limited to their presence with the employer and the recruitment office.

14. Insurance coverage under the above-mentioned instructions includes the worker's refusal to work or leaving the job, as well as the insurance of financial losses resulting therefrom, but the insurance policies did not cover the insurance of financial losses to the owner of the home or office resulting from the employee's refusal to work or leaving work.

Recommendations:

1. To abide by the bilateral memorandums of understanding signed between Jordan and the Philippines, Sri Lanka, Indonesia, Nepal, Ghana, Uganda, Kenya, and Ethiopia.

2. 2- Issuing a decision by the Prime Ministry based on Article 4 of the Social Security Law to apply insurance to domestic workers and those in their equivalences.

3. Issuing instructions for the adoption of the unified employment contract for domestic workers, in accordance with Article 12 of the Domestic Workers' Regulations No. 90 of 2009, as amended.

4. The adoption of a unified employment contract available in all languages understood by domestic workers, not limited to Arabic and English only.

5. The obligation of the Ministry of Labor - Directorate of Domestic Workers to keep a copy of the unified contract signed by the worker and the employer and to provide it to the courts upon request.

6. Special courses for judges on domestic workers' rights under international conventions, memorandums of understanding, labor law and order.

7. The inclusion of insurance policies by covering financial losses to the owner of the home or office resulting from the worker's refusal to work or leaving the job pursuant to the instruction of the insurance policy for non-Jordanian domestic workers for the year 2021 issued pursuant to Paragraph (b) Article 17 of the Regulation on Organizing Offices Operating in the Recruitment of Non-Jordanian Domestic Workers No. (63) of 2020, which entered into force on 1/2/2021.

E-mail: Media@tamkeen-jo.org
www.tamkeen-jo.org

Al-Madina Al-Munwra St,
Building #197 | 3rd Floor

Tel:+ 962 5539501
Mobile: + 962 797847997