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► **Frequently asked questions  
by migrant garment workers  
in qualified industrial zones**



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## ► Frequently asked questions by migrant garment workers in qualified industrial zones

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This handbook is a compilation of the frequently asked questions posed by migrant workers in qualified industrial zones (QIZs) on their employment conditions, employer–employee relationships, and their rights and entitlements while working in Jordan as garment workers. These questions have been answered based on the following legal documents:

- Jordanian Labour Law No. (8) of 1996 and its amendments
- Instructions for the Conditions and Procedures of Bringing and Employing Non-Jordanian Workers in the Qualified Industrial Zones, issued by virtue of the Provisions of Article 4 of the Regulation of the Fees of the Employment Permits for Non-Jordanian Workers No. (36) of the Year 1997 and its amendments
- The garment sector’s sectoral Collective Bargaining Agreement 2019 (CBA 2019), which is further formulated in line with Articles 39 to 44, Chapter 6, Collective Employment Contract, Jordan Labour Law
- Unified work contracts for workers in the textile, garment and clothing sector (hereafter referred to as unified contracts), which are formulated in line with Articles 15 and 19 of Jordan Labour Law

The Jordan Garment Accessories & Textiles Exporters’ Association (JGATE), and the Association of Owners of Factories, Workshops and Garments (AOFWG), the General Trade Union of Workers in Textile, Garment and Clothing Industries (JTGCU), commonly known as the Garment Union, signed the Collective Bargaining Agreement in 2019. The unified contract between an employer and an employee in the garment sector is prepared in line with this Agreement. Prior to 2019, the sectoral collective bargaining agreements were valid for only two years. However, after the amendment to Article 40, this validity was extended to three years, which means that CBA 2019 will be valid until November 2022.

**Q1. Who is responsible for my employment process in Jordan?**

- A.** According to Article 12 of Jordanian Labour Law No. (8) of 1996 and its amendments and CBA 2019, your employer is responsible for the employment process. Further, Article 9(b) of CBA 2019 specifies a zero recruitment fee policy for migrant workers, which is adopted as per the tripartite agreement. Your employer has to secure the work and residence permits for you. Your employer has to provide you with air tickets from your village/town/city in your country of origin to come to Jordan for work. When you arrive in Jordan, transport from the airport in Amman to the QIZ is also to be provided by your employer. As per the garment sector's tripartite agreement, it is illegal for any agency or individual, including your employer, to collect any recruitment fee from you, either here in Jordan or in your country of origin. The expense of any medical test conducted in your country of origin to decide whether or not to recruit you to work in Jordan needs to be borne by the factory employer. In short, it is illegal to collect any amount from you as recruitment fees to work in a QIZ in Jordan.

**Q2. What are the key aspects I should always keep in mind with regard to my contract?**

- A.** Irrespective of workers' nationalities, all employers in the garment sector need to hire workers as per the terms of the unified contract, which means that contract terms are the same for all migrant workers. Further, the terms and conditions of the unified contract for migrant workers are drawn from CBA 2019. It is mandatory for your employer to prepare three original copies of the unified contract. You and your employer must duly sign all three copies of the contract.

In case you signed a contract while you were in your country of origin, you should not sign another contract after coming to Jordan. You should be provided with one copy of the contract, and your employer will keep one copy. The third copy of the contract should be submitted to the Ministry of Labour by your employer in order to get your work permit issued. As per Article 9(d) of CBA 2019, it is mandatory for your employer to give you an original copy of your employment contract written in both Arabic and your mother tongue. Your contract starts from the date you arrive in Jordan.

**The most important requirement of all is that you sign your contract, collect your copy and keep it safely.**

**Q3. How long is the unified contract for? Is it compulsory for all workers to continue working for three years?**

- A.** The common perception is that a unified contract in the garment sector is for three years. However, this contract falls under the category of a limited-period contract. Before signing the contract, both the employer and worker need to thoroughly discuss and mutually agree on the duration of the contract. You and your employer can decide on a contract duration of one, two or three years. If you and your employer both agree to extend your contract (after the completion of the originally agreed-upon contract period), the contract can be extended further.

**Q4. What details do I need to check in the unified contract before I sign it?**

- A.** The unified contract is formulated in line with Articles 39 to 44, Chapter 6, Employment Contract in Jordan Labour Law 1996. The unified contract will contain all the following details, so when you are signing it, check and ensure that each of these details is filled out accurately:
- Your full name
  - Your date of birth
  - Your nationality
  - Your passport number
  - Your address and telephone number
  - The duration of your contract, which needs to be agreed upon by you and your employer (whether it is for one year, two years or three years)
  - The starting date of your contract
  - The end date of the contract
  - The nature of your job at the factory (your job profile/description, such as cutting, supervising, tailoring, machine operating, ironing, washing, packing, quality checking, etc.)
  - The name of the industrial zone where you have to work
  - Monthly wages
  - Details of overtime work rates as per law
  - The full address of the company

Most importantly, this contract copy needs to be duly signed by you and your employer. If one or both of you don't sign the contract, it will not be considered a legally binding document.

**Q5. Whose responsibility is it to obtain my work and residence permits?**

- A.** As per Article 12 of Jordan Labour Law, it is your employer's legal responsibility to get your work and residence permits and to renew both annually. The work permit (allowing you to work in Jordan) is issued by the Ministry of Labour, and the residence permit (allowing you to reside in Jordan) is issued by the Ministry of Interior, upon the issue of the work permit.
- As a first step, your employer will conduct a medical test to check your physical ability or fitness to undertake the work. This test is usually done at the factory.
  - Your employer must also get your detailed medical test from the government-prescribed medical centre. This medical test is mandatory to apply for permits, and it is your employer's responsibility to pay for this test. The charge for this medical test is 85 Jordanian dinars.
  - Your employer must then procure your residence and work permits from the relevant ministries by paying 32 dinars for the residence permit and 325 dinars for the work permit.
  - Altogether, your employer pays 442 dinars annually to obtain your work and residence permits, including the medical test.
  - Article 12(d) of Jordan Labour Law specifies that if your employer engages you or any other migrant worker (non-Jordanian) without obtaining a work permit, if the labour office finds about it or if you bring this to the attention of the labour office, they will impose 1000 dinars as a penalty on your employer. In case the employer repeats the same violation again, the penalty will be double the earlier amount. Hence, if you do not get work and residence permits in time, you can approach the labour office or the union office. If you need any help to approach these offices, you can also contact the Workers' Centre.

**Q6. My employer and co-workers told me that even if my employer doesn't obtain my work and resident permits, I can continue working as an undocumented worker as long as I want to work in Jordan. When I actually want to leave Jordan, I can leave without paying any penalties once the government declares amnesty. Is that correct?**

**A.** If you are silent about your employer not obtaining permits and keep working without a permit, thinking that you can leave when amnesty (waiver on penalty) is declared, you will have to face certain consequences for using the waiver on penalty to get out of Jordan. When you actually leave Jordan, using the waiver on permit penalties, you will technically be deported. Once you are deported, as per Article 12(h), Jordan Labour Law, you will not be allowed to return to Jordan for work for another three years. As per Article 10, Instructions for the Conditions and Procedures for the Recruitment and Employment of Non-Jordanian Workers, work permits are not issued for migrant workers who were deported from Jordan until the decision of deportation is reversed. If your employer is non-compliant with the law by not obtaining your permits, and if you are silent about it, you will be the one who has to bear the consequences of your employer's non-compliance.

As per Article 11, Instructions for the Conditions and Procedures for the Recruitment and Employment of Non-Jordanian Workers, if you work with an employer for some time and your employer has not secured your work permit, and if you then change employers and your new employer obtains a permit for the period during which you work with them, when you leave Jordan permanently and try to withdraw your social security, you will not be allowed to do so unless you pay all your previous work-permit dues along with the penalty. Here, again, you are penalized for your employer not securing the work permit for you.

If your employer transfers ownership of the factory to some other factory and if your work permits are not up-to-date at the time of your transfer to the new factory, your work permit amounts must be settled by both your previous and current employers in consensus. If

either of these employers does not obtain the work permit, and one of them does not settle the work-permit dues, you will be penalized when you leave Jordan. Hence, it is important for you to obtain work permits on schedule without fail.

Hence, it is important that you alert the labour office about engaging in work without permits and that you try to correct your legal situation as early as possible.

**Q7. Can my employer change the original workplace mentioned in my contract?**

- A.** Article 18 of Jordan Labour Law prohibits any change of workplace for the worker unless it is mentioned in the employment contract right at the beginning. As per CBA 2019, your employer has the right to relocate you to another workplace or to other branches or units of their own factory within Jordan, provided:
- Your employer informs you, in writing, one week prior to such a relocation; and
  - Your financial entitlements are not reduced due to this relocation. This means you should not be paid less than what you were paid at your earlier workplace.

**Q8. What does CBA 2019 say about my wages?**

- A.** As per CBA 2019, starting from November 2019, your monthly minimum wage is 220 dinars. In 2020, the Tripartite Wage Committee revised the minimum wage, increasing it from 220 to 260 dinars for all workers except garment-sector workers, domestic workers, and loading and unloading workers. The Collective Bargaining Agreement for the garment sector specifies a minimum wage of 220 dinars for both migrant and Jordanian workers in the sector.

For migrant workers in the garment sector, the minimum wage is paid in two components – a cash component and an in-kind component.

- In-kind component: Each month, 95 dinars are deducted from your wages towards food and accommodation.
- Cash component: The cash wage for garment workers is 125 dinars.
- Seniority bonus: From November 2019, a 5-dinar increase has been provided as a seniority bonus for workers who have completed one year of service and continue with the same employer. If you work with the same employer for a second year, you will get another increase of 5 dinars. The seniority-bonus increase is offered for three years until the expiration of the current CBA. If you change employers from the first year to the second year, as per CBA 2019, you are not entitled to the seniority bonus even though you may have worked in the garment sector for the past year. Hence, this seniority bonus is only applicable if you work with the same employer.

If you have been working with the same employer since 2018, and your basic wage is 220 dinars, you are entitled to an increase in wages as follows:

| Year    | Increase on completion of each year with the same employer (in dinars) | Basic wage (in dinars) | Your social security contribution (in dinars) | Hourly wage and normal and special overtime rates |   |   |
|---------|--|------------------------|---|---|---|---|
|         |  |                        |   | Hourly wage in (dinars)                           | Daily overtime wage (125% of hourly wage) (in dinars) | Special overtime wage (150% of hourly wage) (in dinars) |
| 2018-19 | No increase  | 220                    | 16.6  | -   | -   | -   |
| 2019-20 | 5  | 225                    | 16.875  | 0.937   | 1.171   | 1.405   |
| 2020-21 | 5  | 230                    | 17.25   | 0.958   | 1.197   | 1.436   |
| 2021-22 | 5  | 235                    | 17.625  | 0.979   | 1.223   | 1.467   |

In case your basic wage is higher than the minimum wage for garment-sector workers (if it is more than 220 dinars) or if you have other benefits that are counted as part of your wage, your social security and overtime calculations need to be made including the total of the basic wage or your additional benefits.

Your basic wage: Your in-kind wage, in-cash wage and seniority bonus are together considered your basic wage. Your wage is calculated for the whole month, which is for the total of 30 days, 6 working days per week, and 8 regular working hours per day. You are given four mandatory weekly days off.

- You must be paid your monthly wages within seven days of the due date of each monthly cycle.
- You can be paid in cash or by electronic bank transfer or by any electronic payment method as long as it is agreed upon between you and your employer.
- As per Article 46 of Jordan Labour Law, your employer must make the payment of wages within seven days from their due date. Since wages are paid on a monthly basis, all workers must get their wages by the seventh day of each month.

In case you are not being paid your seniority bonus as mentioned above, in spite of having worked with the same employer since 2018, or if your seniority bonus is not accounted for in your social security contribution or overtime calculations, you should approach a union representative or the Workers' Centre immediately.

**Q9. Apart from monthly wages, what are my other benefits and entitlements?**

**A.** According to Jordan Labour Law and the sectoral CBA 2019, apart from monthly wages, you have the following entitlements:

- Annual wage increases (if you complete one year of work with the same employer): Currently, the annual increase based on seniority is applicable only till 2022, as long as CBA 2019 is in force.
- Fixed incentives: Some factories may offer incentives as per their internal policy; hence, the incentives generally vary from factory to factory. Some factories may not offer any such incentives.
- Transportation: If your workplace is more than one kilometre from your dormitory, then as per Article 13 of CBA 2019, apart from providing food and accommodation as part of the in-kind wage, your employer must also provide transportation to and from work.
- Social security: This is based on a contributory model, where you and your employer have to make monthly payments to avail a lump sum amount and other benefits for when you cancel your contract and leave Jordan. As per Jordan's Social Security Law, the employee/worker has to contribute 7.5 per cent of their total wage, while the employer has to contribute 14.25 per cent of the wage. As per Article 32 of Jordan Labour Law, if your employer does not enrol you for social security, they must pay you one month of your most recent wage as your lump sum termination compensation (entitlement) for each year of work. Since it is your employer who did not enrol you for social security, it is their responsibility to make this payment.
- It is advisable for workers to check whether their employer is depositing the social security amount each month. To check your contribution, please register on the Social Security Corporation (SSC) website. Use the following link to create your personal account and check your contributions from time to time: <https://eservices.ssc.gov.jo/registerIndividual>

If you need help to create your personal account on the website, visit the Workers' Centre with your personal number, where the staff can assist you in creating your account. Your personal number is a unique number assigned to you. A small white sticker with a 10-digit number is placed on one of the pages of your passport, and this is your personal number. The same number will also be mentioned on your residence permit.

Further, based on your personal number, the Social Security Corporation will assign a social security number to facilitate your registration with the Corporation. Even if you do not know your social security number, based on your personal number, your social-security-related information can be obtained from the social security office in your industrial zone. If you need any help in this regard, you can approach the Workers' Centre.

**Q10. As per CBA 2019, what are the in-kind payments that are deducted from my monthly wages?**

- A.** As per Article 6 of CBA 2019, your monthly cash wage and in-kind wage deductions are as follows:
- 95 dinars are deducted from each worker's basic wage towards in-kind payments, which are meant to cover food and accommodation expenses.
  - Of this amount, 45 dinars go towards three meals of reasonable (sufficient for you) quality and quantity with adequate nutrition per day.
  - 50 dinars go towards your shared dormitory. It is your employer's responsibility to ensure that your dormitory facilities meet workers' accommodation standards in Jordan.

**Q11. What are my working hours, according to Jordan Labour Law, that need to be mentioned in the contract?**

- A.** As per Article 56 of Jordan Labour Law, your normal working hours shall be 8 hours per day or 48 hours per week. Your working hours are calculated excluding the time allocated for meals and breaks. Anything in excess of eight hours of your work must be considered as overtime, for which you are entitled to ordinary overtime payment. As per Jordan Labour Law, there are two types of overtime work:
- **Compulsory overtime:** As per Article 57, employers can mandate workers to perform two hours of overtime work (in addition to the eight hours of regular work) only under circumstances in which non-performing of this work will lead to loss of business or damage to material, or endanger the receiving, delivery or transport of materials. However, the combined number of overtime hours should not exceed 30 days in the year.
  - **Voluntary overtime:** As per Article 59, workers can decide on any number of hours of work as overtime if they are paid as per the prescribed overtime rates.

No one can force you to work overtime. Apart from the 2 hours of compulsory overtime under the specific circumstances described above (only 30 hours per year), if you are forced to work for more than eight hours on a regular basis, it amounts to forced labour. In such cases, you can contact either your union or the Workers' Centre for support.

**Q12. What are the provisions with regard to overtime payment?**

- A.** Chapter 8 of Jordan Labour Law, under Work Regulations and Holidays, mentions two types of overtime work: compulsory overtime as per Article 57 and voluntary overtime as per Article 59. As per the revised minimum wage, all your entitlements need to be calculated at 220 dinars plus the seniority bonus (which combine to make up your basic wage). For workers whose basic wage exceeds 220 dinars, all other entitlements need to be calculated as per the basic wage of each worker.
- In circumstances in which your employer may incur a loss to their business, if you have not already put in additional work hours, as per Article 57 (compulsory overtime), they can make you work overtime, but they have to pay additional wages at the stipulated overtime rates. However, these overtime hours should not exceed more than two hours, per day. Since your regular hours of work are eight hours and your mandatory overtime hours are two hours, the total should not exceed ten hours per day. You cannot be forced to take up overtime work of more than 2 hours per day and 60 hours per year. You can reject compulsory overtime if it is more than two hours per day.
  - As per Article 59 of Jordan Labour Law, taking up overtime work in excess of these compulsory two hours is entirely up to you. You have the right to refuse overtime work after your regular eight hours of work.
  - If you work overtime on normal weekdays, after the completion of your 8 hours per day or 48 hours per week, you must be paid 125 per cent of your regular wage per hour.
  - If your basic wage is 220 dinars, the regular hourly wage is 0.9166 dinars.
  - For a worker who receives 220 dinars as their basic wage, for every hour of overtime work on Sunday, Monday, Tuesday, Wednesday, Thursday and Saturday, they must get paid 125 per cent of this regular hourly wage, which amounts to 1.145 dinars per hour.

- For a worker who receives 220 dinars as their basic wage, for overtime work on the weekly off, which is Friday, or for working on religious and official holidays, they must be paid 150 per cent of the regular wage, which amounts to 1.374 dinars per hour. If you are not getting paid overtime wages as described here, contact your union office or your Workers' Centre.

For easy reference, see the table below.

| Basic wage | Hourly wage in dinars | Regular overtime (125% of regular hourly wage) in dinars | Special overtime (150% of regular hourly wage) in dinars |
|------------|-----------------------|--|--|
| 220        | 0.916                 | 1.145  | 1.374  |
| 225        | 0.937                 | 1.171  | 1.405  |
| 230        | 0.958                 | 1.197  | 1.436  |
| 235        | 0.979                 | 1.223  | 1.467  |

**Q13. If my factory closes its operations and we have pending wages and other entitlements not settled by the time of closure, how do I get my entitlements?**

- A.** As per Article 11, Instructions for the Conditions and Procedures of Bringing and Employing Non-Jordanian Workers in the Qualified Industrial Zones, when applying for permission to open a factory, the employer (unless exempted) has to deposit a bank guarantee in favour of the Ministry of Labour. Bank deposits from owners of garment factories are the precondition to obtain government approval to start a factory. If the employer closes operations, or workers' payments are not released as agreed in the contract, the Ministry of Labour can liquidate this bank guarantee and, with that amount, settle workers' pending wages and other entitlements, including securing a return ticket to their countries of origin. The bank guarantee deposited must be used for the purpose of settling workers' rights and entitlements, and this amount cannot be used for any other purpose pending workers' entitlements. In such instances of closing operations or non-payment of workers' wages and other entitlements, the Garment Union or labour office in the industrial zone needs to communicate with the Ministry and request bank guarantee liquidation.

**Q14. What is a monthly payslip or financial sheet, and what details must it contain?**

- A.** A monthly sheet or payslip is a sheet that your employer must provide to you in your native language with the following details:
- Your full name and your number assigned by the factory
  - Your monthly wage
  - Seniority bonus, if applicable
  - Your allowances, if any
  - Increase in your wage, if any
  - Amount deducted towards your monthly contribution for social security, based on your total wage (including all other entitlements that are counted as part of the wage)
  - Union subscription (this is purely voluntary, and you can decide whether to become a member of the union or not; if you agree to be a member of the garment workers' trade union, there is a monthly deduction of 0.5 dinars as a union subscription)
  - Number of days and hours of work
  - Number of overtime hours, with clear mention of ordinary overtime (weekdays) and special overtime (Fridays, religious and official holidays), and with the overtime payment for both ordinary and special overtime hours
  - Production bonuses/allowances (such as attendance allowance, incentives, etc.), if you are offered any by your employer
  - Method of payment (cash, bank transfer, etc.)
  - Other deductions, if any, as per by-laws subjecting you to disciplinary action
  - Deductions to recover money taken as a loan or advance from the factory for personal benefit

It is advisable that you retain all your monthly payslips and preserve them to refer to as and when required.

**Q15. In many sub-contracted factories, there are, at times, discrepancies between the actual number of overtime hours performed by workers and the number of overtime hours paid by the management. What should we do in such instances?**

**A.** In order to resolve such issues, Article 7 of CBA 2019, under Time Clock, has made it mandatory to have attendance time clocks installed at each factory. These clocks will record workers' fingerprints twice a day – once as workers enter the factory and again as workers complete their work and leave the factory.

If your factory does not have a time clock for attendance, keep a small notebook to record the number of overtime hours each day. You can cross-check the overtime hours that you record in this notebook against the payslip issued to you at the end of the month and see if you are paid for the total hours of work you performed. In order to get accurate amounts for overtime work, along with noting down the number of overtime work hours, you should also preserve all the payslips issued to you at the end of the month.

Payslips/salary slips and the overtime hours you record in a notebook are most important while cross-checking the number of actual hours of work you have performed; there should be no discrepancy between your count and your employer's count of overtime work hours. If there is a difference between your count and the management's count, you can show them your notes and demand your wages as per the actual hours of work you performed. In case you need any help in this regard, you can approach your union or the Workers' Centre.

**Q16. As per Jordan Labour Law and CBA 2019, what types of leave am I entitled to?**

- A.** As per Jordan Labour Law, you are entitled to five types of leave for each year of your contract:
1. Weekly offs: as per Article 60, one day per week
  2. Annual leave: as per Article 61, 14 days per year (2 weeks)
  3. Sick leave: as per Article 65, 14 days per year (2 weeks)
  4. Maternity leave: as per Article 70, 70 days (10 weeks)
  5. Paternity leave: as per Article 66, 3 days

**Q17. When is my weekly day off?**

- A.** As per Article 60 of Jordan Labour Law, the weekly off is on Friday, unless you have an agreement with your employer either for overtime work or for a substitute weekly off on some other day. In all other circumstances, you are entitled to one full day off on Friday along with all other workers in the industrial zone. It is essential for everyone to have at least a one-day break every week in order to rest sufficiently and prepare physically and mentally for another week of work. Hence, it is advisable that you avail one full day of rest every week.

**Q18. What are my annual leave entitlements as per Jordan Labour Law and CBA 2019?**

**A.** As per Article 61 of Jordan Labour Law, your leave entitlements are as follows:

- You are entitled to 14 days of fully paid annual leave per year of service.
- If you work with one employer for more than five years, you are entitled to 21 days of annual leave.
- Weekends (Fridays) and religious and official holidays are not considered part of annual leave. In addition to your annual leave entitlement of 14 days, you are entitled to leave for the Hijri New Year, the Prophet Muhammad’s birthday, four days for Eid Al-Fitr, five days for Eid Al-Adha, one day for Christmas, one day for New Year, one day for Jordan’s Independence Day (25 May), one day for 1 May, International Labour Day, two days for Easter for Christian workers, and Palm Sunday as per the Eastern calendar for Christian workers.
- You are entitled to leave encashment for unused annual leave.
- If all 14 days of annual leave are unused, you must be paid wages for all 14 days once your contract term is completed.
- If you use your annual leave only partially, you must be paid for the remaining unused days of annual leave.
- If your contract is terminated before the completion of the year for any reason, you are entitled to leave in proportion to the number of days/months of your work. The table below shows the approximate days of leave you are entitled to according to the number of months of work.

| Months | Days |
|--------|------|
| 1      | 1.16 |
| 2      | 2.33 |
| 3      | 3.5  |

| Months | Days  |
|--------|-------|
| 4      | 4.66  |
| 5      | 5.83  |
| 6      | 7     |
| 7      | 8.17  |
| 8      | 9.33  |
| 9      | 10.5  |
| 10     | 11.66 |
| 11     | 12.83 |
| 12     | 14    |

- You must ask your employer to encash your unused/un-availed annual leave within two years of completion of service. If you don't encash your unused annual leave by the end of the second year of your work, you will lose the right to the leave for your first year, which means that you will not get paid for those 14 days of your annual leave.
- Your leave encashment must be paid as per the most recent monthly wage that you received.
- If there is an increase in your wage from the first year to the second, and if you did not avail your annual leave fully or partially in the first year, your annual leave encashment must be calculated as per your latest wage.

**Q19. The annual leave encashment is paid at the end of the contract, when workers complete the contract term and leave Jordan. Most workers sign a contract for three years, while most factories only pay for two years' encashment. Why is that?**

- A.** As per Article 61 of Jordan Labour Law, the annual leave or encashment of annual leave can be postponed for only one year. If a worker doesn't take their annual leave and doesn't have it encashed by the end of the second year, the first year's leave will elapse. Employers in the garment sector usually pay the encashment of annual leave at the end of the three years of contract. By this time, one year of leave has already elapsed. Workers thus end up losing one year of their annual leave and get only two years of leave encashment.

Payment of anything in excess of two years of annual leave is left to the employer's discretion. Hence, it is important for workers to use their annual leave, either by taking leave or by encashing it within two years. However, factories like Classic Fashions pay for the un-availed, accumulated annual leave for each year of the worker's service when a worker cancels or ends their contract.

**It is important to ask for encashment of unused annual leave by the end of each year or at least by the end of two years and not wait till completion of the three years of the contract.**

**Q20. If I unexpectedly fall sick and am unable to attend work, am I entitled to sick leave?**

- A.** As per Article 65 of Jordan Labour Law, in principle, you are entitled to 14 fully paid days of sick leave per year. In order to avail this leave, you must have a medical report issued by a doctor. The report must state that you are unable to attend work for said health reasons. The doctor approved/appointed by the factory must accept this report.

In cases of serious illness, if you are hospitalized, or an approved medical committee certifies that you still cannot attend work, your sick leave will be extended for another 14 days in addition to the first 14 days within the same year. Further, in a factory that has more than 20 workers, the employer should constitute a medical committee to look into such requests and approve them.

If you are sick, it is your right to take sick leave. Do not exert yourself when you are sick out of fear of wage deductions. Simply notify your employer and avail your sick leave. If a doctor within the factory or outside the factory asks you to rest, ask them to mention this in the prescription. When the doctor mentions that you need to rest, the factory can mark you on sick leave. Approach your Workers' Centre or union office if you need more information on how to avail sick leave.

**Q21. An amount of 7.5 per cent of my total wages has been deducted as a contribution towards social security. What is this deduction? When will I get to avail this amount?**

- A.** Apart from your monthly wages, you are also entitled to a lump sum social security payment, which you can avail of after the completion of your contract period or if you or your employer terminate the contract before its expiration. The deductions for social security are done as per the Social Security Law 2014.
- Every month, 7.5 per cent of your total wage, with all other entitlements (which are considered part of the wage), will be deducted from your wage as your contribution to the social security fund.
  - Your employer must deposit 14.25 per cent of your total wage as the employer's contribution to your social security.
  - Once you complete the three years of your contract term, or whenever you terminate your contract, you will get 10 per cent of the total of your annual wage as your social security entitlement, irrespective of the total contribution of you and your employer. You may apply the given formula to calculate your lump sum social security entitlement per year:  
Your total annual wage per year / 100 \* 10 = Your social security entitlement per year
  - In case you experience any workplace injury, the Social Security Corporation (SSC) will cover your wages as per the percentage stipulated in SSC law. Under the Social Security Law, you are also entitled to workplace injury benefits and maternity and paternity benefits.
  - Please refer to this table below for your social security amount deductions from your wages.

| Basic wage (in dinars) | Social security contribution (in dinars) |
|------------------------|--|
| 220                    | 16.5                                     |
| 225                    | 16.875                                   |
| 230                    | 17.25                                    |
| 235                    | 17.625                                   |

**Q22. What are the conditions required for availing social security as a lump sum? Can I get the social security amount whenever I conclude my contract or are there any restrictions?**

**A.** As per the Social Security Law 2014, you can avail your lump sum social security as follows:

**First time working in Jordan:** If it is your first time working in Jordan, and you work in a garment factory, you can get your lump sum social security entitlement as and when you conclude the contract with your current employer.

**Second time working in Jordan:** If it is your second time in Jordan, either in a garment factory or in any other sector, and if you inform your new employer that you have worked in Jordan before and have not withdrawn your social entitlement, you will be assigned the same social security number as the first time.

- If you did not withdraw the lump sum entitlement after your first time in Jordan, you can take your entitlement when you conclude your new contract and leave, irrespective of your current employer and sector of work, and irrespective of the number of months of work.
- If you withdrew the lump sum social entitlement once in the past, you cannot withdraw the social security entitlement unless you complete 24 months of work under your new (second) contract. If you fall short of 24 months, you will not be allowed to withdraw your entitlement. This is applicable to all migrant workers, irrespective of the sector of work.

**Third time working in Jordan:** If you have come to Jordan for the third time to work, and if you withdrew your social security entitlement on both the previous occasions, you are not allowed to withdraw the lump sum entitlement a third time. You can withdraw this amount only when you attain retirement age, which is 60 years for male workers and 55 years for female workers.

Retirement, death or invalidity: In case of retirement, death or total invalidity of the worker, the lump sum entitlement must be withdrawn within 10 years from the date of death, incidence of total invalidity or within 10 years of retiring. In case of the death of the worker, the legal heir can avail the lump sum social security upon producing all the required documents through their respective country's embassy.

**Q23. What should be done if any of my co-workers or I experience workplace injury or have an accident while working? As per the Social Security Law, when can we avail accident or injury benefits?**

- A.** As per the definitions under Article 2 of Jordan Labour Law, any injury faced by the worker because of an accident while performing their work or while going to or returning from work (during the commute) is considered a work injury. While you are working in the factory, if you or any of your co-workers meets with an accident, the following steps need to be taken by your employer:
1. The employer must provide immediate medical support to the injured worker by taking the worker to the nearest hospital at their (the employer's) expense.
  2. The employer must inform the social security office in the industrial zone and submit all the necessary documents required as proof.
  3. The employer must inform the Ministry of Labour.
  4. The Social Security Corporation (SSC) will conduct an investigation to determine whether:
    - a. the accident occurred while performing duties assigned to the worker; and
    - b. if there was a mistake in the worker's performance in carrying out their duties or a mistake in the employer's provisions for mandatory occupational safety measures to avoid such accidents at the workplace.
  5. Once the cause of the accident has been established by the SSC, and if the accident took place despite following mandatory occupational safety and health (OSH) measures, the SSC will pay the injury benefits to the worker to cover treatment expenses.
  6. Once the SSC confirms that the incident was a workplace accident, it will also cover 75 per cent of the worker's monthly wages in case the worker is hospitalized or needs to undergo rest for a period of time as per medical advice.

7. If the SSC establishes that the accident took place due to non-compliance with OSH measures or due to the negligence of the employer or worker, as per the law, the employer will have to bear all the hospital expenses of the worker. The SSC will not reimburse any of these expenses.
8. It is your employer's responsibility to ensure that all OSH standards are followed strictly by all workers at the workplace by:
  - a. creating awareness among workers about OSH measures;
  - b. providing safety equipment, such as metal gloves, glasses, masks, etc., as demanded by the nature of work.

**Q24. One of my co-workers met with an accident at the factory, but the incident was not reported to the social security office. The worker was not offered any medical benefits either. What can we do in such a situation?**

If an employer does not report a workplace accident, the worker who met with an accident or their co-workers can directly approach the social security office in the industrial zone and report the accident. It is important for the worker to preserve all the documents related to medical support, such as receipts for medical consultation fees, medical prescriptions, receipts for buying medicine, laboratory expenses (if any), hospital admission charges (if admitted) and transport expenses to the hospital, to submit them to the social security office.

Based on the worker's reports, the social security office will conduct an investigation and submit its own report. Not reporting a workplace accident to the social security office amounts to non-compliance with the Social Security Law; further, the social security office can also file a violation report against the employer. In order to avoid such a situation, it is important for employers to report all workplace accidents to the social security office in the industrial zone.

**Q25. What are the provisions for healthcare as per CBA 2019?**

- A.** According to Article 11 of CBA 2019, your employer must make arrangements for the following:
- Your employer must arrange for periodic medical examinations.
  - If you are sick and suffering from a short-term illness, your employer must take care of the doctor's consultation fee, expenses for laboratory tests (if any), and medicines.
  - Medical expenses incurred outside the industrial zone, including for consulting a doctor, medicines, laboratory tests and transport expenses, must be borne by the employer. It is illegal for the employer to deduct these expenses from your wages.

You can approach the Workers' Centre or union office for support if there are any deductions in your wages towards medical expenses.

**Q26. What are identification documents? Should I keep my identification documents with me or submit them to my employer?**

**A.** Your identification documents include your:

- passport,
- work permit, and
- resident card.

It is your right to keep your identification documents with you, and your employer has no right to withhold any of your identification documents. When you leave the industrial zone, you must

- carry all your identity documents with you;
- make sure to keep all of these documents safe at all times.

In case you lose any of these documents, you must immediately inform your employer and file a police complaint.

*If your passport expires, you can renew it at your country's embassy. In case you or your factory manager need any help or information in this regard, you can approach the Workers' Centre's staff.*

**Q27. Are migrant workers from all countries entitled to equal wages, or do workers from some countries get higher wages than workers from other countries?**

- A.** According to the CBA, all migrant workers and Jordanian workers in the garment sector are entitled to equal wages for equal work. However, the Tripartite Wage Committee approved a proposal to increase the minimum wage to 260 dinars for all sectors, except garments, domestic work, and loading and unloading work. Garment workers are therefore entitled to only 220 dinars as minimum wage, with a seniority bonus of 5 dinars for each of three consecutive years of work with the same employer.

**Q28. How can I enrol myself with the Garment Workers' Union in Jordan? How does the union support me? How can I contribute to the union?**

- A.** Article 3 of CBA 2019 guarantees that all workers in the garment sector, including migrant workers and Jordanian workers, can enrol themselves in the Garment Workers' Union.
- If you want to be a union member, you need to fill out a union membership form and submit it to your employer after you sign the contract or at any time during your contract period.
  - Enrolling with the union is voluntary. Irrespective of whether or not you enrol, the sectoral CBA is applicable to all garment workers in the QIZ. The union membership form must be written in your native language.
  - In case you encounter any problem with your working conditions or living conditions, you can approach your union for support in resolving your grievances. It is the union's responsibility to extend support and address your concerns.
  - However, as a migrant worker, you cannot elect union representatives, and you also cannot contest any union positions.

If you consent to be a member of the union, your employer will automatically deduct an amount of 0.50 dinars from your wages every month towards the union subscription fee. This will be deposited in the union's account by your employer. This is your contribution to your union to stand in your support and to address your workplace grievances.

**Q29. What are union labour committees? Who constitutes them?**

- A.** A union labour committee is a body constituted through an internal factory election where workers elect their own representatives to be members on this committee. Workers elect representatives they trust and think are approachable. In factories with workers of more than one nationality and with a composition of both male and female workers, workers must ensure that the union committee adequately represents all nationalities and genders. The Garment Union is responsible for constituting union labour committees at each and every garment factory.

**Q30. What are agreement management committees? Who constitutes them?**

- A.** CBA 2019 mandates the constitution of an agreement management committee in each garment factory to ensure the effective implementation of Jordan Labour Law and of CBA 2019 itself. This committee must be formed by drawing two representatives each from the factory management and the workers. As per CBA 2019, this committee is required to meet on an annual basis to review the implementation of the collective agreement.

**Q31. What are factory by-laws?**

- A.** As per Article 55 of Jordan Labour Law, each factory must prepare its internal governing rules and regulations, such as those relating to daily work hours, daily and weekly rest periods, information on what amounts to violation, and penalties for such violations. These by-laws need approval from the Ministry of Labour, and they also need to be widely publicized by the employer, either by handing workers a copy in their native languages or by posting them on factory notice boards and in other visible places. In case of any violations, any penalty that is not mentioned in the by-laws and not approved by the Ministry cannot be imposed on workers.

**Q32. What disciplinary actions will I face if I violate any rules and regulations at work in Jordan?**

- A.** If there are violations by workers, knowingly or unknowingly, the employer can impose penalties on them. However, these penalties need to be in line with Articles 48 and 55 of Jordan Labour Law of 1996, and they need to be mentioned in the factory by-laws.
- According to CBA 2019, your employer should provide you with the company by-laws in your own language, explaining the rules and regulations that apply to you at work. Any disciplinary actions, including the imposition of penalties against you, should be in line with the company by-laws.
  - Each factory employer has to get approval from the Ministry of Labour on factory by-laws. If the penalty imposed on you is not in line with the by-laws endorsed by the Ministry of Labour, you have the right to approach the labour office in your industrial zone to challenge the imposition of this penalty and to appeal for relief within seven days of the imposition of this penalty.
  - Whatever the disciplinary action, your employer cannot keep you away from work for more than three days. Not allowing you to work for more than three consecutive days amounts to a violation of Jordan Labour Law.
  - In all cases, you have the right to present your defence to your employer if there is disciplinary action proposed against you. In addition, according to Article 48(b) of Jordan Labour Law, you can file a complaint against such disciplinary action with the labour inspector within seven days of the imposition of such disciplinary action.

If there is a violation, and your employer subjects you to any disciplinary action, you can approach your Workers' Centre or union office if you want information on specific legal provisions or if you need support to defend yourself.

**Q33. What are the precautions that I need to take in order to avoid violations of rules and regulations?**

- A.** You need to take the following precautions to comply with the rules and regulations as long as you work in Jordan.
- Promptly follow up with your employer to take steps to renew your work permit before it expires.
  - Promptly follow up with your employer to renew your resident card before it expires.
  - When you have an employment contract with one employer, you are not allowed to work with any other employer, even during your leisure time.
  - Keep all your documents (including your passport, work permit and residence permit) with you to produce as and when you are asked to by law enforcement authorities.
  - Keep a copy of your contract and company by-laws to refer to as and when required.
  - Do not sign any document that you cannot read and fully understand, or that you understand but don't agree with.
  - If you face any violation at work or at your dormitory, lodge a complaint with your employer, labour office or the Garment Union immediately. (It is highly recommended that you lodge a written complaint.)
  - Keep track of incidents of violations and note them down.
  - Keep your monthly payslips for your records.
  - Keep your personal belongings in a safe place.
  - Throughout your employment, and even after your contract expires, you are not allowed to reveal any confidential commercial, financial or technical information related to your employer's enterprise for any reason.

If at all you reveal any confidential information, and if this affects your employer's business prospects, your employer may seek compensation for such loss. The compensation will be decided by the courts after examining the evidence provided by your employer.

**Q34. Under what circumstances can an employer terminate a worker's contract?**

- A.** According to Articles 28 and 29 of Jordan Labour Law, an employer or worker can terminate or cancel their contract before its expiration if:
- the contract duration is completed – if the original agreement between the worker and the employer is only for a particular period, once that period is over, even if the worker wants to continue, if the employer does not want to retain the worker, the employer can terminate the worker's contract (this essentially means the employer can exercise discretion with regard to extending the worker's contract after the agreed contract period);
  - the contract duration is not completed, but the worker and the employer both mutually agree to end the contract;
  - the work comes to an end in the factory, and it is declared bankrupt or closed for any reason approved by the Ministry of Labour;
  - the worker dies;
  - the worker is unable to perform work because of prolonged illness, disability or injury that prevents them from working (this needs to be proven by a medical report issued by a medical committee);
  - the worker reaches retirement age as per Jordan's Social Security Law (unless both employer and worker mutually agree to continue the employment relationship).

**Q35. Under what circumstances can a worker terminate their contract?**

- A.** According to Article 29 of Jordan Labour Law, a worker can terminate their contract before its expiration if:
- the worker is subjected to physical abuse and/or humiliation;
  - the worker is subjected to any form of sexual harassment;
  - the employer reduces the worker's financial benefits or wages;
  - the employer changes the nature of work from what was initially agreed upon when signing the contract;
  - a medical test proves that performing the work will cause harm to the worker's health;
  - the employer fails to follow labour law provisions, and a notice to the employer is issued by a competent authority (the Ministry of Labour, the Social Security Corporation (SSC), the Anti-Trafficking Unit, the National Human Rights Commission, etc.); quoting this notice, the worker can apply to terminate their contract or request a transfer.

In case of sexual harassment and physical abuse, as per Article 29, if the worker reports it to the Ministry of Labour and the Ministry finds evidence of the violation, they can even close down the factory for any period of time they deem appropriate.

It is very important that you file your complaint when your rights are violated, preferably in writing, to get the attention of the authorities.

**Q36. Can an employer terminate a worker's contract without the worker's consent and without giving prior notice to the worker?**

**A.** As per Article 28 of Jordan Labour Law, an employer can terminate a worker's contract under the following circumstances.

- The worker forges identity documents or submits false identity documents to obtain work or to harm someone.
- The worker fails to perform the work agreed upon in the contract.
- The worker commits a mistake at work because of which there is damage, and the employer complains about it to the labour office within five days.
- The employer has already given the worker two written warnings regarding violations of the by-laws of the factory, and the worker commits a violation for the third time.
- The worker does not attend work for 20 intermittent days in a year or 10 consecutive days without a legitimate reason. The employer can notify the worker of their dismissal through a newspaper notice and by sending notice via registered post to the worker's address.
- The worker reveals work-related secrets.
- The worker is convicted or sentenced by a court for an offence.
- The worker reports to work drunk or under the influence of narcotics.
- The worker physically abuses the employer or any of the staff, managers, supervisors or co-workers.

**Q37. If my employer terminates my contract without my consent for reasons other than those mentioned in Article 28, what are my rights and entitlements?**

- A.** In case your employer terminates your contract, you are entitled to full wages for the rest of the contract period as compensation for the termination. You are also entitled to all other benefits granted in your contract, such as your lump sum social security entitlement, your annual leave encashment, your pending wages (if any) and air tickets to return home. You also have the right to approach the court to demand compensation for the rest of your contract period.

**Q38. If I terminate my contract without my employer's consent for reasons other than those mentioned in Article 29, what are my rights and entitlements?**

- A.** If you terminate your contract without your employer's consent for reasons not stated in Article 29 of Jordan Labour Law, as per Article 26(b), your employer may seek compensation for the loss they incurred due to the termination of the contract. However, no one except the competent courts, be it the employer, the union or anyone else, can decide the amount of compensation. If the employer wants compensation against cancellation, they can approach the court and file a case stating that damage was incurred due to the worker cancelling the contract. The competent court will estimate whether there was damage or not, and if the court is convinced that there was damage to the employer's business because of a particular worker cancelling their contract, the court will get the damage assessed by experts and accordingly impose compensation.

In any case, the compensation imposed should not exceed half of the total value of your wages for the remainder of your contract period. In addition, the court will impose this penalty only if it is convinced that your withdrawal from work caused financial harm to your employer's business. It is the employer's responsibility to prove to the court the damage caused due to your resignation, and it is not your responsibility to prove that you did not cause any damage.

It is illegal for an employer, or any intermediary body on behalf of an employer, to collect money from workers for the cancellation of their contracts. Hence, do not be intimidated if an employer or middle management officer or anyone else demands money or tells you to pay your employer if you have to cancel your contract under emergency circumstances. If you have a valid reason for resigning, such as a death in the family or severe illness, you can approach your Workers' Centre for support.

**Q39. If I terminate my contract before the expiration of the contract period, am I entitled to a return ticket to my home country?**

- A.** The Unified Work Contract for Migrant Workers, in point number 4, under Employment and Travel Arrangements, states that in case you terminate your contract before its expiration, your employer is not obliged to bear the full cost of your return ticket. However, you are entitled to your ticket amount in proportion to the duration for which you worked in the factory.
- If you complete all three years of your contract, your employer must provide you with a return ticket.
  - In some factories, the contract is only for two years. In such cases, workers are entitled to a full ticket after completion of the two years of the contract.
  - If you signed a unified contract for three years (36 months) and you terminate your contract without completing the 36 months, you must bear the cost of the ticket proportional to the number of months you did not complete.
  - To calculate this amount, you can divide the total cost of the ticket by 36 (or the agreed number of total months of work) and then multiply the result by the number of months you did not complete in the contract. The calculation needs to be done as follows:

Total cost of the ticket / Number of agreed contract months  
= Per month ticket portion

Per month ticket portion \* Number of months remaining  
= Worker portion of the ticket

**Q40. Even after completing the three years of the contract term, some workers have not been sent home. Their employer told them that he does not have sufficient money to settle their payments and procure their tickets. Is it up to the employer to decide when to send us back even after we complete our contract term?**

**A.** As per Article 9(b) of Instructions for the Conditions and Procedures of Bringing and Employing Non-Jordanian Workers in the Qualified Industrial Zones and the unified contract, after the completion of three years of your contract term, your employer must settle all your payments, including annual leave encashment, and must facilitate your social security entitlement and send you back with a full air ticket. After the completion of your contract term, if you and your employer mutually agree to terminate the contract, your employer will take you to the labour office in the industrial zone to do this.

Labour office officials will enquire after whether you have received your wages, your other entitlements such as annual leave, and any other agreed benefits. Once you confirm that you do not have anything pending with your employer, the contract will be terminated. Once the contract is cancelled, the factory management will approach the social security office in the industrial zone and apply for your lump sum social entitlement. In general, it takes one week to get your social entitlement. Once you receive your social entitlement, your employer has to arrange for your return ticket on the next available flight. In normal times, it generally takes one week to complete the whole process of cancellation, obtaining the social security lump sum amount and getting a plane ticket home.

It is illegal to hold workers back for any reason without their consent after the completion of the three years of the contract term. If this happens, you have the right to complain.

Under no circumstances can an employer hold you back in Jordan after the completion of your contract term. If a worker is held back against their wishes even after completing their three years, they can approach the union or the Workers' Centre for support.

**Q41. If I want a transfer from one factory to another, is it possible to get this done?**

**A.** You can get a transfer from one garment factory to another if there is a consensus between your current and future employers and if the Ministry of Labour approves the transfer. In order to get such a transfer, you need to take the following steps.

- First, you need to get a letter from your prospective employer (to whose factory you want to be transferred) stating that they are willing to hire you in their factory.
- By showing this letter to your current employer, you can request a clearance letter approving the transfer from your current factory.
- After this, your application, along with the consent letter from the future employer and the clearance letter from the current employer, will go to the labour office in the QIZ.
- The labour office will further send your application to the Ministry of Labour, and upon approval from the Ministry, you will get a transfer to the other factory.
- If you fail to obtain approval from any of these three parties (the future employer, the current employer and the Ministry), you cannot be transferred.

However, if your current employer commits any violations, such as non-payment or delayed payment of wages, non-payment of social security contributions, or physical or verbal abuse, and if the labour office in the QIZ issues a notice to your employer, you can quote this notice to request a transfer to any other factory.

**Q42. If I want to work in a sector other than a garment factory, such as plastics, chemicals, agriculture, etc., is it possible to transfer my work permit from the garment sector to the other sector?**

- A.** If you come to Jordan to work in a garment factory in a QIZ, unfortunately, it is not possible for you to get a transfer to another sector of work. As per Article 9(a) of Instructions for the Conditions and Procedures of Bringing and Employing Non-Jordanian Workers in the Qualified Industrial Zones, a transfer of garment workers to any other sector of work is not legally allowed. Hence, if you want to work in any other sector, you will have to complete your current contract, go back to your home country, and then come back again, if you find employment in this sector, with a new contract to work.

**Q43. I have seen workers who possess flexible work permits getting to work in more than one workplace and having better earnings than me. Can I also get a free permit if I pay an additional amount?**

**A.** Unfortunately, the flexible permit is not available to QIZ workers in the garment sector. Once you enter Jordan as a garment worker, you are not allowed to switch to any of the other sectors. If you enter the country as a garment worker, you must work and leave as a garment worker.

**Q44. Some employers threaten to hand workers over to the police if the workers demand their rights and entitlements. What should we do in such situations?**

- A.** Such threats should not intimidate you. The police will not take you into custody unless you commit a violation or offence. Make sure that your employer renews your permits in time and that you follow all the rules and regulations as mentioned in the answer for Q32. If any workplace violation has been committed by your employer, follow the right channels and file a complaint in the labour office, workers' union or approach your Workers' Centre for support. Don't be afraid.

**Q45. In case a worker with a valid contract dies during their stay in Jordan, what needs to be done by the employer?**

- A.** In the unfortunate event involving the death of a worker, the employer needs to do the following.
- Inform the embassy of the migrant worker's country of origin within 24 hours.
  - Cover the cost for transportation of the body to the deceased worker's country of origin.
  - Ensure that all entitlements of the deceased worker are paid to an authorized person from the worker's family.
  - Provide appropriate information on the procedures to be followed and the documents to be produced by the family to avail entitlements.
  - Inform the embassy of the deceased worker's country of origin on payment of any pending wages and social security entitlements.

**Q46. Who signs the CBA and how many CBAs have been signed so far? Till when is the current CBA valid?**

- A.** Representatives of the Garment Union (JTGCU), the Jordan Garment Accessories & Textiles Exporters' Association (JGATE) and the Association of Owners of Factories, Workshops and Garments (AOFWG) formulate the draft CBA, discuss it, finalize it and then sign it. The CBA comes into force the day it is signed by both representatives from JTGCU and JGATE. Four CBAs have been signed so far – in 2013, 2015, 2017 and 2019. The latest CBA, signed in 2019, is valid for three years, until 2022.

**Q47. Whose responsibility is it to enforce the CBA?**

- A.** It is the primary responsibility of the Garment Union (JTGCU) and the Jordan Garment Accessories & Textiles Exporters' Association (JGATE) to ensure the implementation of the sectoral CBA. The Ministry of Labour, through the Labour Inspection Department, will also oversee the implementation of the CBA. However, as mentioned in CBA 2019, the primary responsibility of implementing the labour law and the CBA provisions lies with the Garment Union.

**Q48. If I have any complaints/grievances about my working conditions, or if my employer denies or violates any of my rights, to whom can I complain?**

- A.** If you or any of your co-workers have any complaint against your employer or factory management, as per CBA 2019, you have to follow this procedure.
- As a first step, if there is a labour committee constituted in your factory, you can report your grievance to the factory labour committee.
  - If the union labour committee fails to resolve the grievance within three days of filing the report, the complaint will be referred to the agreement management committee to resolve the conflict amicably.
  - If the agreement management committee fails to resolve the conflict in three days, the committee should send a letter to the Ministry of Labour. This indicates that your complaint is now a collective dispute and needs to be dealt with as per Jordan Labour Law, Article 120 on Reconciliation of Labour Disputes.

In case your factory doesn't have a labour committee and you need help to report your grievances, you can approach your union or Workers' Centre to take your complaint further to the Ministry of Labour.

**Q49. Are either my employer or I obliged to inform the embassy of my country in Jordan about my work?**

- A.** It is mandatory for your employer to provide your full name and your passport number to the embassy in the first month of your employment. Your employer must send your name and your passport number to your embassy every year of your employment in Jordan. You can contact your embassy if you encounter any issues or problems while you are in Jordan.

## **Work in Freedom**

Work in Freedom is an integrated development cooperation programme aiming to reduce the vulnerability to forced labour for women migrating for garment and domestic work. The programme works along migration pathways in India, Nepal, Bangladesh, Jordan, Lebanon and Gulf countries. It is funded by UK Aid from the Department of International Development. However, the views expressed in this policy brief do not necessarily reflect the department's official policies.

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