

Clearance and Release Authority On Egyptian Workers

المعلومات (حسب القطع):
التجاري، رخصة المهن للمنشأة.
الشخصية لمصاحب العمل، أو صورة عن التوقيع
للمنشأة أو صورة عن المرحوم وصورة عن حرية المرحوم.

للاستعمال الرسمي

أعلاه بتاريخ
التوقيع وختم المديرية

صاحب العمل/المفوض عن صاحب العمل

التوقيع.
المنفعة في وزارة العمل، أو للسفر إلى بلده الأصلي، كما الغي أي تعميم فرار سابق تم الإبلاغ عنه من
ما كان مصورها، ولا مانع لدي من نقله للعمل لدى صاحب عمل آخر، وإصدار تصريح عمل له
العمل الصادر بموجب تصريح العمل، و/ أو المتعلقة بالعلاقة التعاقدية سواء كانت سابقة أو لاحقة
س. ومنهنة
صاحب العمل/المفوض عن صاحب العمل رقم تاريخ الإصدار

وزارة العمل
براءة ذمة

أنداء وأحمل الجنسية
صاحبها/ مفوض عن منشأة
والرقم الوطني/ رقم جواز السفر
الذي



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Introduction

The migration of Egyptian workers to Jordan commenced in the 1970s, driven by various factors, including the challenging economic conditions in Egypt. Over the years, their numbers have consistently increased, making them the largest group of migrant workers. Approximately 50% of the total migrant workers registered with the Jordanian Ministry of Labor are of Egyptian origin. In 2022, the count of migrant workers with valid work permits was estimated at 292,271, with 143,877 being Egyptian nationals. Additionally, there are undocumented workers without proper permits who engage in illegal employment. Consequently, Jordan ranks second globally, following Saudi Arabia, as one of the top destinations for Egyptian workers seeking employment opportunities.

Migrant workers in Jordan are governed by the Labor Law, along with several regulations and instructions. According to Article 12 of the Labor Law, non-Jordanian workers can be recruited or employed with the approval of the Minister or their delegate, provided the job demands expertise and skills unavailable among Jordanian workers or the existing workforce falls short of meeting the demand. Egyptian workers, under Jordanian legislation, benefit from specific provisions that set them apart from workers of other nationalities. These provisions are established on agreements and memoranda of understanding between the Jordanian and Egyptian governments, outlining unique mechanisms and procedures for the entry of Egyptian workers that don't apply to workers from other countries.

Egyptian workers engage in various sectors, primarily agriculture, construction, loading and unloading, and vehicle repair. Despite Article 13 of the Constitution of the Hashemite Kingdom of Jordan explicitly prohibiting forced labor, these workers confront numerous challenges, legal ambiguities, and exploitative practices, making them vulnerable to exploitation and human trafficking by certain employers.

In light of these issues, the report delves into the specific difficulties encountered by Egyptian workers within the Jordanian labor market, particularly those associated with release from liability and waiver. Consequently, the report puts forth a series of recommendations aimed at protecting Egyptian workers, curtailing practices that infringe upon their rights, and preventing their deprivation of these rights.

International Framework

Jordan has become a party to several international conventions and treaties that include provisions pertaining to migrant workers, either directly or indirectly. However, Jordan has yet to ratify the optional protocols associated with the International Covenant on Civil and Political Rights, as well as a range of conventions addressing issues related to migrant workers and their rights. Notably, these include the International Convention on the Protection of the Rights of All Migrant Workers and Members of Their Families of 1990, Convention No. (97) of 1949 on Migrant Workers, Convention No. (143) Supplementary on Migrant Workers, Convention No. (181) on Employment Agencies, Convention No. (129) on Agricultural Labor Inspection, and Safety and Health Conventions No. 155 and No. 187.

Article 23 of the Universal Declaration of Human Rights, states: “Everyone has the right to work, to free choice of employment, to just and favourable conditions of work and to protection against unemployment.”

Article 6 of The International Covenant on Economic, Social and Cultural Rights, recognizes the right to work, which includes the right of everyone to the opportunity to gain his living by work which he freely chooses or accepts, and to be protected against unemployment.¹

Article 25 of the International Convention on the Protection of the Rights of All Migrant Workers and Members of Their Families (which Jordan has not yet ratified) states that all migrant workers shall be treated equally with nationals with regard to wages, overtime, working hours, weekly rest, paid holidays, occupational safety and health, termination of employment, and any other conditions of work, in accordance with national laws and practices.²

1 international Covenant on Economic, Social and Cultural Rights, Article 6
2 <https://www.ohchr.org/ar/professionalinterest/pages/cescr.aspx>

Jordan has not yet formally ratified crucial international agreements directly concerning the rights of migrant workers, including the United Nations Convention on the Protection of the Rights of All Migrant Workers and Members of Their Families of 1990.

The International Labour Organization (ILO) Declaration of 1998 on Fundamental Principles and Rights at Work encompasses the eradication of any types of forced or compulsory labor, along with the elimination of discrimination concerning employment and occupation.

The 1930 Convention No. 29 addressing Forced or Compulsory Labour, ratified by Jordan in 1964, explicitly prohibits the utilization of forced or compulsory labor in any manifestation. This prohibition was reconfirmed by the 1957 Convention No. 105 on the Abolition of Forced Labour, wherein Article 1 emphasizes the commitment of states to refrain from employing forced labor as a method of enforcing discipline among the working population.

In 1965, Jordan ratified Convention No. 122 on Employment Policy. Article 1 of this Convention asserts that every Member State must declare and actively pursue the comprehensive, productive, and voluntary employment of its entire workforce. It further obliges the state to guarantee the freedom of workers to choose their employment, providing them with the optimal chance to secure jobs aligning with their abilities and qualifications. This should be done without any discrimination based on race, color, sex, religion, political opinion, national extraction, or social origin.

National legislation

Migrant workers are governed by various laws, regulations, and instruction regulating their participation in the labor market in Jordan, including but not limited to the Labor Law and the Guidelines on the Conditions and Procedures for the Utilization and Recruitment of Non-Jordanian Workers.

- **The Labor Law No. 8 of 1996**

The Labor Law No. 8 of 1996 defines a labor contract as “a verbal or written, explicit or implicit agreement whereby the worker undertakes to work for the employer and under his supervision or management in return for a wage. A labor contract may be for a fixed or indefinite period, or for specific or unspecified work.” For Egyptian migrant workers, the employment agreement is commonly formalized in writing and registered with the Ministry of Labor between the worker and the employer. It is usually for a fixed period.

Concerning agricultural laborers, there are those with free-work permits, and there are those employed by specific employers, the focus of this report. These workers are covered by a standardized employment agreement obtainable at labor offices. The contract includes the worker’s and employer’s names, with the worker committing to working for the employer under their direction, supervision, and in adherence to their instructions. Details such as the wage amount, nature of work, location, and duration are outlined in the contract, typically spanning a one-year period.

Regarding other industries, a unified employment contract is also applicable to non-agricultural sectors. It includes the names of the worker and the employer, with the worker committing to work for the employer under their direction, supervision, and in accordance with their instructions. The contract outlines details such as the wage amount, type of work, location, and duration. Additionally, it specifies that the provisions of the relevant labor law and any subsequent amendments shall apply to both parties, governing the implementation of the contract terms.

Article 12 of Labor Law No. 8 of 1996 governs the processes related to the employment of non-Jordanian workers, encompassing the issuance and renewal of work permits, as well as the imposition of fines for breaches of its provisions.

Regarding the termination of fixed-term contracts in accordance with Labor Law No. 8 of 1996, Article 21 specifies that, under normal circumstances, termination can occur through mutual agreement, expiration of the contract term, completion of the work, death of the worker, incapacity due to illness or disability supported by a medical report from a recognized medical authority, or if the worker meets the retirement age conditions outlined in the Social Security Law, unless otherwise agreed upon by both parties. In the case of indefinite-term contracts, as per Article 23, termination is possible if either party wishes to end the contract, provided that a written notice is given at least one month in advance.

According to Article 26 of Labor Law No. 8 of 1996, the outcomes of terminating a fixed-term contract are outlined as follows:

- In the event of termination by the employer, the worker is eligible for wages covering the duration remaining until the contract's scheduled end.
- In the event that the worker terminates the contract, the employer has the right to seek damages resulting from such termination. The competent court will determine the amount of these damages, capped at no more than half a month's wages for each remaining month of the contract term.

In essence, either party involved in the contract has the authority to terminate it at any given time. This is due to the fact that the employment association between the worker and the employer relies on mutual agreement rather than coercion. The introduction of any coercive element into the contractual arrangement poses a potential risk of exploitation, possibly even reaching the level of human trafficking.

Article 77 of Labor Law No. 8 of 1996 explicitly forbids forced labor. It deems any employer utilizing force, threat, fraud, or coercion—including the withholding of a worker's travel document—liable to punishment. Violating this provision subjects the employer to a fine ranging from JD 500 to JD 1,000. In cases of repeated offenses, these fines are doubled.

▪ **Instructions on the Conditions and Procedures for the Employment and Recruitment of Non-Jordanian Workers for the Year 2012 and its Amendments**

Instructions regarding the terms and procedures for employing and recruiting non-Jordanian workers in the year 2012, along with subsequent amendments, specify in Article 14 that the worker must join the recruiting employer within 45 days of signing the employment contract. Additionally, the worker is required to undergo a medical examination at the Directorate of Health for Expatriates under the Ministry of Health. Subsequently, the worker must proceed to obtain a work permit from the Directorate of Labor through which the recruitment request was initially submitted.

Article 11 of these instructions outlines that a non-Jordanian worker seeking to depart the country within three months after the expiration of their work permit should be granted non-objection to receiving their social security benefits. However, in practice, the Directorate of Labor only provides this non-objection after obtaining written approval from the employer.

According to Article 12 of the guidelines, if a worker opts to leave their current job and intends to work for a different employer before the expiration of their employment contract, especially in the agriculture or construction sector, the transfer requires mutual consent from the worker, the initial employer, and the prospective employer, subject to approval from the ministry. The existing work permit must be revoked, and a new one, along with new fees, must be issued for a duration of one year.

For employment in sectors other than agriculture and construction, transferring from one employer to another is restricted until six months have elapsed since obtaining the work permit with the current employer. This transfer requires approval from the ministry, consent from both the original and new employers, and the cancellation of the existing work permit followed by the issuance of a new one.

Employees working within the Kingdom can switch employers by obtaining a release letter from their initial employer, canceling their existing work permit, and acquiring a new one for a one-year duration with updated fees. However, after the expiration of the work permit, the transfer can occur without the prerequisite of obtaining a release letter from the initial employer.

In practice, regardless of whether the worker has fulfilled the entire duration of the employment contract, obtaining a clearance certificate and release from the employer is essential to rectify their legal status and maintain lawful employment in Jordan. Nevertheless, the guidelines explicitly state that an individual who has terminated their employment contract can transition to another employer without the prerequisite of securing a release from the initial employer.

In the context of discussing the guidelines, terms, and procedures for the recruitment and entry of non-Jordanian workers, it is crucial to refer to paragraph 6 of Article 14, which specifies the following:

Upon entering the Kingdom through the Aqaba border crossing, the recruited worker is required to pay a sum of (250) US dollars or its equivalent in Jordanian dinars as insurance. This serves as a commitment to joining the employer who facilitated their entry. The worker has the opportunity to reclaim the insurance amount by fulfilling the commitment to join the employer and obtaining a work permit within a period of (45) days from the date of entry into the Kingdom. Failure to do so renders the insurance amount as government revenue and non-recoverable.

In other words, non-Jordanian workers entering the Kingdom must submit a security deposit of 250 US dollars or its equivalent in Jordanian dinars. This deposit serves as an assurance that the worker will fulfill the commitment to join the employer who facilitated their entry and secure a work permit within 45 days of arriving in the Kingdom. Failure to meet these obligations results in the forfeiture of the security deposit to the government.

These deposits are intended to secure the worker's affiliation with the legitimate employer, specifically ensuring the acquisition of a work permit from the employer who recruited them. It is noteworthy that imposing such a financial requirement places a significant burden on workers and is viewed as discriminatory, particularly because it exclusively applies to Egyptian workers.

It is crucial to emphasize that certain Egyptian workers face difficulties in reclaiming their deposits because of delays in obtaining work permits, which extend beyond 45 days from their entry into the Kingdom. Consequently, particular consideration should be given to safeguarding workers and ensuring the timely return of their financial entitlements in cases of work permit issuance delays.

Mamdooh, an Egyptian worker, arrived in Jordan 27 years ago and has been employed as a factory worker within the legal framework throughout this period. However, upon the conclusion of his most recent employment contract, his ability to transition to another employer was impeded. This hindrance stemmed from his employer's refusal to provide the necessary letter of clearance and release for approval from the Ministry of Labor. Notably, the employer electronically renewed Mamdooh's work permit without his physical presence.

In practice

Securing a letter of clearance and release from an employer poses a significant hurdle for Egyptian workers in Jordan. The Ministry of Labor and Labor Directorates mandate this document for workers seeking to transition to a new employer following the conclusion of their employment period. Unfortunately, some employers take advantage of this situation, demanding exorbitant amounts of money in exchange for issuing the letter of clearance and release. This document attests to the employer's acknowledgment that they have fulfilled all rights stipulated in the employment contract and expresses no objection to the worker moving on to another employer within Jordan.

Frankly, it remains uncertain whether the employer's signature on this release is merely symbolic. The employer might not genuinely waive the worker's rights and could sign the form without genuine commitment, potentially even exploiting the worker by demanding money to coerce them into signing the document.

Regarding the release form, it includes an acknowledgment from the employer, indicating that they are relinquishing the worker, essentially transferring the worker to the service of another employer. Simultaneously, the form features an acknowledgment from the worker, confirming receipt of all rights and entitlements from the employer and absolving the employer of any further obligations through a comprehensive and irrevocable release. With these documents in place, the worker is barred from seeking legal recourse to claim their rights. Through these maneuvers, the employer exploits the worker's situation, preventing the full assertion of labor rights stemming from the employment contract. Additionally, the employer capitalizes on the worker's legal circumstances, extracting money from them in exchange for signing the aforementioned forms, thus regularizing the worker's status in Jordan.

Hence, we affirm that the letter of clearance or release form provided by the employer signifies the worker's relinquishment of the employer's responsibility. By signing this form, the worker voluntarily forgoes any present or future claims to rights, including vacation allowances and end-of-service gratuity. It is noteworthy that such a waiver constitutes a breach and contravention of international conventions.

In discussing the issues confronting workers, it is crucial to examine the complaints reported to Tamkeen in the last five years. These complaints, totaling 217, were lodged by Egyptian workers struggling to obtain a letter of clearance and release from their employers. Since there are no mechanisms compelling employers to provide these forms, workers often resort to paying monetary amounts to secure the necessary documentation for legal employment in Jordan.

Year	Number of Complaints
2019	59
2020	42
2021	25
2022	54
2023 (until 15/9/2023)	37
Total	217

In response to the lodged complaints, Tamkeen issued a judicial warning through the court to the Ministry of Labor on February 6, 2023. The purpose was to facilitate the transfer of a worker to another employer following the expiration of his contract, in accordance with the 2012 Instructions on the Conditions for Recruiting and Employing Non-Jordanian Workers. The warning emphasized that these instructions grant a worker, whose contract has expired, the right to transfer to another employer without the need for a clearance and release form. Additionally, it cited international conventions ratified by Jordan, underscoring the commitment to prohibit forced and compulsory labor. The warning also highlighted the fact that the employer was demanding a fee of 5,000 Jordanian dinars from the worker to sign these forms. Regrettably, there has been no response to this judicial warning.

We note that on September 23, 2022, Al Rai newspaper published a statement about a letter sent by Egyptian workers in Jordan to the Minister of Labor. The letter stated, “We are the thousands of Egyptians in Jordan whose work permits have expired and are facing problems renewing them, either due to ignorance of the laws or an inability to confront the exploitation of brokers and some sponsors who blackmail workers with that metaphorical rope around our necks called ‘release,’ or who cannot bear the compulsory deduction of social security from their salaries.”³

³ To the Minister of Labor, “We are thousands of Egyptians in Jordan.” What is the story? | Al Rai newspaper (alrai.com)

Hence, the complaints reported to Tamkeen and the observed practices on the field affirm that the letter of clearance and release form has been employed to waive the material rights of workers.

Case (1)

Ibrahim, an Egyptian worker, arrived in Jordan in 2015 to work as a farmer. Throughout his tenure, he legally worked for his employer at a salary of 235 Jordanian dinars. Experiencing violations such as extended working hours and denial of vacation, he decided to leave the job after his work permit expired, intending to transfer to another employer. Unfortunately, the employer declined to provide him with a letter of clearance and release, hindering his ability to rectify his situation.

Case (2)

Sabah, an Egyptian worker, arrived in Jordan to work as a carpenter by purchasing a contract valued at 2,800 Jordanian dinars. Upon the expiration of his work permit, his employer requested a payment of 1,000 Jordanian dinars in return for providing him with a letter of clearance and release.

Case (3)

Saeed, an Egyptian laborer employed in the construction sector. His work permit expired, and his employer is demanding a sum of 3,000 Jordanian dinars in return for giving him a letter of clearance and release.

Case (4)

Naji, an Egyptian laborer formerly employed at a bakery, sought new employment after his work permit expired. A third party approached him, requesting 1,200 Jordanian dinars to facilitate communication with the employer and secure a letter of clearance and release.

Based on the previous analysis, we can conclude the following:

1. Jordan has not ratified the International Convention on the Protection of the Rights of All Migrant Workers and Members of Their Families 1990, as well as Convention 189 on Decent Work for Domestic Workers.
2. Some employers are taking advantage of Egyptian workers because of the Ministry of Labor's stipulation that requires the employer to sign a clearance and release letter when a worker's work permit expires, and the worker intends to switch to a different employer.
3. The Instructions on the Conditions and Procedures for the Use and Recruitment of Non-Jordanian Workers for the Year 2012 along with subsequent amendments, do not mandate that workers must acquire a clearance letter and release from their employer upon the expiration of their contract. However, the Ministry of Labor/Directorates of Labor traditionally enforce this requirement on workers in their practices.
4. The sponsorship system, also known as the kafala system, is operational in Jordan, though it may not be explicitly labeled as such. Numerous provisions within the Labor Law and its associated regulations have, in essence, established this system under the employer's name. The practical implementation by competent authorities and employers further reinforces the sponsorship system, leading to adverse consequences and behaviors that manifest as violations of the rights of this group. Such actions may potentially align with elements of crimes like human trafficking or forced labor.
5. The clearance letter and release places the worker in a vulnerable position within an unacknowledged sponsorship system, leaving them susceptible to blackmail and exploitation.

Recommendations:

1. Ratify the International Convention on the Protection of the Rights of All Migrant Workers and Members of Their Families 1990, as well as Convention 189 on Decent Work for Domestic Workers.
2. Review the Ministry of Labor's regulations and instructions with the aim of restricting the employer's authority, while also bestowing upon migrant workers the right to resign and choose their employer.
3. Endeavor to eliminate the Ministry of Labor's documentation pertaining to clearance and release, as these forms are utilized for the exploitation and coercion of migrant workers.
4. The Ministries of Labor in Jordan and Egypt ought to ensure a work environment that is not only decent and safe but also dignified for Egyptian workers. This can be achieved by initially enhancing the awareness of first-time workers in Jordan regarding their rights, responsibilities, and working conditions. The ministries should also establish a formal recruitment contract for Egyptian workers, irrespective of their sector, as the existing contract lacks robust provisions for the protection and education of workers. Presently, the contract primarily addresses the duties of workers and lacks information about the employer's responsibilities towards the worker, except for salary. Additionally, it lacks clauses pertaining to working hours, assigned tasks, specific workplace, housing, benefits, holidays, social security, or resignation.

Appendices



وَأَمْرًا الْعَمَلَاءُ

براءة ذمة

أقر أنا الموقع أدناه صاحب/ مفوض عن منشأة وأحمل الجنسية، والرقم الوطني/ رقم جواز السفر، بأن العامل من الجنسية، الذي يحمل الرقم الشخصي، وتصريح العمل رقم، تاريخ الإصدار تاريخ الانتهاء وبمهنة، بريء براءة عامة وشاملة من أي حق و/أو مطالبة مالية والناجمة عن عقد العمل الصادر بموجب تصريح العمل، و/ أو المتعلقة بالعلاقة التعاقدية سواءً كانت سابقة أو لاحقة لهذا الإجراء ومهما كان مصدرها، ولا مانع لدي من انتقاله للعمل لدى صاحب عمل آخر، وإصدار تصريح عمل له وفق الإجراءات المتبعة في وزارة العمل، أو للسفر إلى بلده الأصيل، كما الغي أي تعميم فرار سابق تم الإبلاغ عنه من قبلنا بحقه سابقاً. وعلى هذا جرى التوقيع.

صاحب العمل/المفوض عن صاحب العمل

الاسم

التوقيع

رقم الهاتف

للاستعمال الرسمي

حضر صاحب العمل/ المفوض إلى مديرية عمل، وقد جرى التوقيع وفق الإداء المصرح به أعلاه بتاريخ
التوقيع وختم المديرية

الوثائق المطلوبة (حسب القطاع):

- السجل التجاري، رخصة المهن للمنشأة.
- كتاب زراعة.
- صورة عن الهوية الشخصية لصاحب العمل، أو صورة عن التفويض وصورة عن هوية المفوض.



وَأَمَّا الْعَمَلُ

عقد عمل خاص بالعمال الزراعيين

الفريق الأول (صاحب العمل).....، العنوان

الفريق الثاني (العامل).....، الجنسية

مكان وتاريخ الولادة.....، رقم جواز السفر

بما أن الفريق الأول يرغب في تشغيل الفريق الثاني للعمل لديه، ونظراً لأن الفريق الثاني وافق على ذلك، فقد إتفق الفريقان على توقيع هذا العقد حسب الشروط التالية:

أولاً: يتعهد الفريق الثاني بالعمل لدى الفريق الأول وتحت إشرافه وبمقتضى تعليماته وفقاً لما يلي:

- نوع العمل / المهنة:
- مكان العمل:
- مقدار الأجر:
- مدة العقد: ابتداء من تاريخ

ثانياً: يلتزم الفريق الثاني بتعليمات الفريق الأول المتعلقة بالعمل، ويتوجب عليه القيام بعمله، والتقيد بواجباته بأمانة وإخلاص وعلى أفضل وجه، وأن يلتزم بالمحافظة على أسرار العمل وموقع العمل ومعداته وأدواته وموارده والإعتناء بها وصيانتها، وذلك تحت طائلة المسائلة القانونية عن كل ضرر يلحقه بالفريق الأول.

ثالثاً: مع مراعاة شروط العقد أعلاه، تعتبر الشروط الإضافية ملزمة إلى كل من الفريقين، لا حسب مقتضى الحال:

1.
2.
3.

وعلى هذا جرى توقيع العقد بين الطرفين بتاريخ ويحتفظ كل فريق بنسخه منه.

الفريق الثاني
(العامل)

الفريق الأول
(صاحب العمل/المفوض عن صاحب العمل)

الأسم
التوقيع
رقم الهاتف



وِزَارَةُ الْعَمَلِ

عقد عمل

الفريق الأول (صاحب العمل).....، العنوان

الفريق الثاني (العامل).....، الجنسية

مكان وتاريخ الولادة, رقم جواز السفر

بما أن الفريق الأول يرغب في تشغيل الفريق الثاني للعمل لديه، ونظراً لأن الفريق الثاني وافق على ذلك، فقد إتفق الفريقان على توقيع هذا العقد حسب الشروط التالية:

أولاً: يتعهد الفريق الثاني بالعمل لدى الفريق الأول وتحت إشرافه وبمقتضى تعليماته وفقاً لما يلي:

- نوع العمل / المهنة:
- مكان العمل:
- مقدار الأجر:
- مدة العقد: إبتداء من تاريخ

ثانياً: يلتزم الفريق الثاني بتعليمات الفريق الأول المتعلقة بالعمل، ويتوجب عليه القيام بعمله، والتقيد بواجباته بأمانة وإخلاص وعلى أفضل وجه، وأن يلتزم بالمحافظة على أسرار العمل وموقع العمل ومعداته وأدواته وموارده والإعتناء بها وصيانتها، وذلك تحت طائلة المسائلة القانونية عن كل ضرر يلحقه بالفريق الأول.

ثالثاً: مع مراعاة شروط العقد أعلاه، تعتبر الشروط الإضافية ملزمة إلى كل من الفريقين، لا حسب مقتضى الحال:

1.
2.
3.

رابعاً: تطبق أحكام قانون العمل النافذ المعمول به وأي تعديل يطرأ عليه على الفريقين اللذين يخضعان لأحكامه فيما يتعلق بتنفيذ شروط العقد.

وعلى هذا جرى توقيع العقد بين الطرفين بتاريخ ويحتفظ كل فريق بنسخه منه.

الفريق الثاني
(العامل)

الفريق الأول
(صاحب العمل/المفوض عن صاحب العمل)

الاسم
التوقيع
رقم الهاتف



وَأَمْرًا الْعَمَلِ

إخلاء طرف ومخالصة نهاية العمل

- أقر أنا الموقع أدناه صاحب/ مفوض عن منشأة
..... وأحمل الجنسية، والرقم الوطني/ رقم جواز السفر
.....، بأنني أخلي طرف العامل من
الجنسية..... الذي يحمل الرقم الشخصي، وتصريح العمل رقم
.....، تاريخ الإصدار تاريخ الإنتهاء وبمهنة

الطرف الأول

(صاحب العمل/المفوض عن صاحب العمل)

رقم الهاتف

الاسم

التاريخ

التوقيع

- أقر أنا العامل باستلام كافة حقوق العمالية عن فترة عملي من تاريخ / /
الى تاريخ / / وأبريء ذمة صاحب العمل ابراءً عاماً وشاملاً ومطلقاً لا رجوع عنه في أي حق من حقوق العمالية
حيث انني استوفيت كافة حقوق العمالية حسب قانون العمل.

الطرف الثاني / العامل

رقم الهاتف

الاسم

التاريخ

التوقيع

للاستعمال الرسمي

حضر الطرفان إلى مديرية، وقد جرى التوقيع وفق الإدلاء المصرح به أعلاه بتاريخ

توقيع / ختم المديرية

الوثائق المطلوبة (حسب القطاع):

- السجل التجاري للمنشأة، رخصة المهن
- كتاب الزراعة
- صورة عن الهوية الشخصية لصاحب العمل، أو صورة عن التفويض وصورة عن الهوية الشخصية للمفوض.
- تصريح العامل

ملاحظة: يجب حضور صاحب العمل أو من يفوضه، وحضور العامل عند إجراء إخلاء الطرف.



تمكين
TAMKEEN
For legal aid and human rights