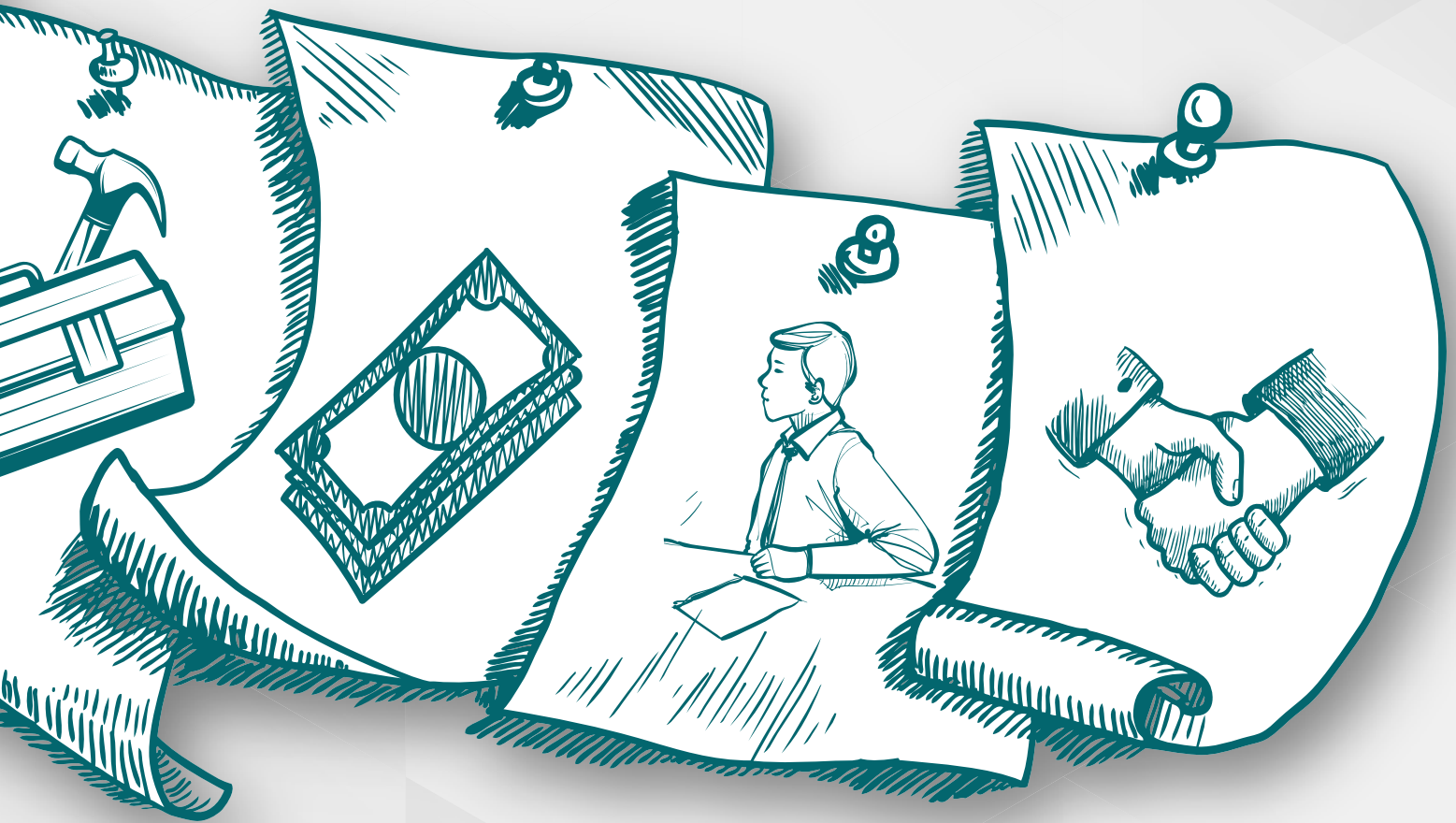


Protecting the Wages of Migrant Workers in Jordan





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Introduction

Protecting the wages of workers, especially migrant workers, contributes to the stability of labor relations and the provision of a safe working environment. This is because it guarantees the right of workers to receive fair wages without delay, which means improving their living standards and supporting their families, as many families live on the remittances of individuals working abroad.

Protecting the wages of workers is an important part of achieving a fair, safe, and sustainable labor system. Wage protection comes in the form of a set of legislation that contributes to achieving this goal, providing safe jobs for workers in terms of fair wages and decent working conditions, and protecting them from economic exploitation and forced labor.

Despite the efforts made by governments to develop legislation to protect the rights of workers, including wages, delays in paying wages, paying less than the minimum wage, or not paying them at all are still one of the most prominent challenges facing workers, especially migrant workers.

This report intends to explore the safeguarding of wages for migrant workers and the key legislative measures addressing this matter. It also aims to present the bilateral agreements signed by Jordan with countries that supply migrant workers and their provisions regarding wage protection. Additionally, it will delve into the minimum wage applicable to migrant workers, shed light on complaints received by Tamkeen for Legal Aid and Human Rights regarding wage-related issues, and discuss the avenues available to workers for claiming their wages.

Right to work and wage protection in international agreements

Jordan has ratified numerous international conventions and treaties, commencing with the Universal Declaration of Human Rights, where Article 23 stipulates:

“Everyone has the right to work, to free choice of employment, to just and favourable conditions of work and to protection against unemployment.”

The Declaration also states:

“Everyone, without any discrimination, has the right to equal pay for equal work.”

“Everyone who works has the right to just and favourable remuneration ensuring for himself and his family an existence worthy of human dignity, and supplemented, if necessary, by other means of social protection.”¹

In addition, it states that “All are equal before the law and are entitled without any discrimination to equal protection of the law.”

The Covenant on Civil and Political Rights includes the following provisions related to work in Article 8:

- No one shall be held in slavery or servitude; slavery and the slave trade shall be prohibited in all their forms.
- No one shall be held in servitude.
- (a) No one shall be required to perform forced or compulsory labour.

The Covenant on Economic, Social and Cultural Rights emphasizes the recognition by Member States of the right to work and includes the right to have the opportunity to earn a living by work freely chosen or accepted. States parties to the Covenant must guarantee the right to just and favourable conditions of work as a minimum fair wage and an equal remuneration for work of equal value without any discrimination. In particular, they must ensure that women enjoy conditions of work that are not lower than those enjoyed by men, receive wages equal to those of men for equal work, ensure a decent living for themselves and their families in accordance with the provisions of the Covenant, ensure rest and leisure, reasonable limitation of working hours and periodic holidays with pay, as well as remuneration for official holidays².

¹ the Universal Declaration of Human Rights, Article 23 <https://bit.ly/45RC2fW>

² Article 7

The States Parties to the present Covenant recognize the right of everyone to just and favourable conditions of work which ensure, in particular: (a) remuneration to be provided to all workers, as a minimum:

“1. Fair remuneration and equal remuneration for work of equal value without any discrimination, provided that women, in particular, are guaranteed condi-

Jordan has become a party to the International Convention against Transnational Crime of 2000 and its associated Protocols, which include the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, Especially Women and Children. This Protocol recognizes that the non-payment of wages, either in full or in part, can be considered an indicator of forced labor, thereby falling within the scope of human trafficking.

Since its accession to the International Labour Organization (ILO) in 1956, Jordan has ratified 26 international labour conventions, including seven of the eight core conventions. The only one not ratified is Convention No.87 of 1948 concerning freedom of association and protection of the right to organize. Among the important conventions it has ratified are Convention No.98 concerning collective bargaining and the right to organize, Convention No.29 concerning forced labour, Convention No.105 concerning the prohibition of forced labour, Convention No.138 concerning the minimum age for admission to employment, Convention No.182 concerning the elimination of the worst forms of child labour, Convention No.100 concerning equal remuneration for work of equal value and Convention No.111 concerning non-discrimination in respect of employment and occupation.

Jordan has not signed the International Convention on the Protection of the Rights of All Migrant Workers and Members of Their Families of 1990, which entered into force on 1st July 2003. The legal framework for the protection of migrant workers is one of its most important pillars.

The protection provided for in the various human rights conventions mentioned above constitutes a minimum and may not be waived or diminished by States parties either in their national legislation or in their executive, administrative and judicial practices, and the State must take appropriate measures to protect human rights.

It's crucial to emphasize that Jordan is obligated by the treaties it has ratified, and these obligations extend to all individuals residing within the state's territory, regardless of their citizenship status.

tions of work which are not lower than those enjoyed by men, and are paid a wage equal to that of men for equal work;

" (2) A decent living for themselves and their families in accordance with the provisions of the present Covenant, (b) conditions of work guaranteeing equality and health, (c) equal opportunities for everyone to be promoted, within their employment, to an appropriate higher level, subject only to the considerations of seniority and competence, (d) rest and leisure, reasonable limitation of working hours, periodic holidays with pay, as well as remuneration for official holidays.

Right to work and protection of wages in Jordanian legislation

Jordanian Constitution

Article 13 of the Constitution of the Hashemite Kingdom of Jordan stipulates that no one shall be required to engage in compulsory employment. Article 23 of the Constitution stipulates that the State shall protect employment and shall enact legislation to provide a worker with a wage commensurate with the amount and quantity of work and to specify working hours and weekly and annual rest days.³

Labour Law

The Labour Act No.8 of 1996, as amended, defines remuneration as “anything a worker is entitled to in exchange for his work in cash or in kind plus all other benefits of any kind if the Act, the employment contract or the rules of procedure or the payment of which is settled except for wages due for overtime.”⁴

Article 46 (a) of the same Act stipulates that: “The wage shall be paid within a period of not more than seven days from the date on which it is due and no part of it may be settled by the employer except in cases permitted by law.”

Article 3 of the same Act affirms that the provisions governing agricultural workers, domestic workers, Cooks, Gardeners and Similar Categories, as well as those provided for in a regulation to that effect, shall include the regulation of their employment contracts, working hours, rest, inspection and any other matters relating to their employment.

The regulation of domestic workers, Cooks, Gardeners and Similar Categories N.90/2009 and its amendments

Article 4 (b) stipulates that the employer shall pay the monthly wage of the worker within a period not exceeding seven days from the date of entitlement in Jordanian dinars or the equivalent in foreign currencies by the means and methods specified by the Minister for this purpose. The owner of the home and the employee shall maintain a document certifying the payment of the monthly wage.

³ Article 23

1. Work is the right of all citizens and the State must provide it to Jordanians by directing and promoting the national economy.
2. The State shall protect employment and shall enact legislation based on the following principles:
a. Giving a worker a wage commensurate with the amount and manner of his or her work.
(b) The limitation of weekly working hours and the granting of weekly and annual rest days with pay to workers.
c. Special compensation for dependent workers, in conditions of dismissal, sickness, disability and emergency arising from work.
d. Determination of conditions for women and young people's employment.
e. The laboratory is subject to health regulations.
f. The organization of a free trade union within the limits of the law.

⁴ Jordanian Labour Act No. 8 of 1996, as amended by article 2.

Agriculture Regulation No. 19 of 2021

The Agricultural Regulation No.19 of 2021 defines remuneration as “all that an agricultural worker is entitled to in exchange for his agricultural work in cash or in kind plus all other benefits of any kind if the law, contract of employment or internal regulations provide for or settle for payment except for wages due for overtime.”⁵

The regulation also stipulates that an agricultural workers’ wages may not be below the minimum wage established by law. An agricultural worker is entitled to his or her wages within seven days of his or her entitlement and no part of them may be settled by the agricultural employer except in cases permitted by law.⁶

Bilateral Agreements

The Hashemite Kingdom of Jordan has signed memorandums of understanding with a group of countries from which labour is being recruited, which include the grounds for recruitment, working conditions and remuneration.

One of the first States to sign memorandums of understanding with Jordan to send domestic workers was Sri Lanka, Indonesia and the Philippines. These memorandums were signed with States, respectively; June 2006, June 2009 and May 2010⁷. The purpose of these memorandums was to regulate the contractual relationship between the worker and the employer in order to safeguard all the rights of the parties. In addition, the respective roles of Governments and recruitment offices in this process were clarified. According to the official website of the Ministry of Labour, Jordan signed eight memorandums of understanding with the sending States of domestic workers⁸, namely the Philippines, Sri Lanka, Bangladesh, Indonesia, Ethiopia, Nepal, Uganda and Ghana. Each of these MOUs included the grounds for recruiting workers from these States.

On the 6th of September 2012, the last cooperation framework in the field of domestic labour employment was signed between the Government of the Republic of the **Philippines** and the Government of the Hashemite Kingdom of Jordan⁹. The memorandum of understanding included the employment of workers under an employment **contract** between the employer, the worker, the Philippine Employment Agency and Jordanian recruitment offices in accordance with the legislation and laws governing both countries,

5 Agriculture Act No. 19 of 2021, article 2.

6 Agriculture Act No. 19 of 2021, article 8

7 <https://www.hrw.org/ar/report/2011/09/27/256250#1468> – last seen 10\1\2023

8 Bilateral Conventions and Memorandums of Understanding - Jordanian Ministry of Labour (mol.gov.jo)

9 Framework for cooperation on domestic labour employment between the Government of the Republic of the Philippines and the Government of the Hashemite Kingdom of Jordan, Scanned Document (mol.gov.jo)

and the determination and regulation of the contract of employment, remuneration and working conditions.

We note that the memorandum specified the remuneration of domestic workers of Filipino nationality to be at least \$400 per month.

The 2006 memorandum of understanding on the labour force between Jordan and the Republic of **Sri Lanka**¹⁰ aimed at developing ways and means of finding solutions to the problems of workers by establishing clear grounds for the contract of employment so that the worker is recruited and employed in accordance with **a contract** signed between the employer and the worker. The form of the contract should be in accordance with the national legislation of both countries. **The contract should include the conditions of employment and the responsibilities and duties of the worker.** The method or minimum wage has not been determined.

The memorandum of understanding between Jordan and **Indonesia** concerning the organization of the recruitment of Indonesian domestic workers for the year 2009¹¹ was signed on the 26th of June 2009 with a view to taking the necessary measures to ensure that Indonesian domestic workers with whom agreement has been reached are employed in Jordan. Care is taken to protect their rights by clarifying the responsibilities of the parties. **The employer is obliged to open a bank account in the name of the Indonesian domestic worker, where her monthly wage is deposited as of the first month of her employment and within a maximum of seven days from the date of entitlement to pay. Each party maintains a copy of the bank deposit voucher and proof of payment of wages.**

The Government of the Hashemite Kingdom of Jordan signed a memorandum of understanding in the area of labour force with the Government of the Republic of **Bangladesh** on the 26th of April 2012¹² with a view to developing cooperation in the field of labour, organizing recruitment and employment services, exchanging information, continuing studies and cooperation activities in the field of human and technical resources development that can be mutually agreed upon. Both parties undertake to safeguard the rights of workers and employers in accordance with their legislation and laws and in conformity with international standards and treaties. Workers are recruited and employed under formal employment contracts documented by the competent authorities of both parties, **which will be binding on employers and workers** and must provide for

10 Memorandum of Understanding on the Labour Force between Jordan and the Republic of Sri Lanka for 2006 (Scanned Document (mol.gov.jo))

11 Memorandum of understanding between Jordan and Indonesia on the organization of the recruitment of Indonesian domestic workers for 2009, DocuWare Generated PDF (mol.gov.jo)

12 Memorandum of Understanding on the Labour Force between the Government of the Hashemite Kingdom of Jordan and the Government of the Republic of Bangladesh DocuWare Generated PDF (mol.gov.jo)

remuneration, housing, food, insurance, medical care, leave and travel tickets, conditions of work and repatriation of workers upon the expiration of the contract. If the parties to the employment contract agree to renew this contract, a new employment contract will be signed by the parties to the employment contract.

A memorandum of understanding was signed between the Government of the Hashemite Kingdom of Jordan and the Government of the Federal Democratic Republic of **Ethiopia** on the 15th of August 2012¹³, with a view to building and developing work and employment procedures for domestic workers, in accordance with the laws and legislation in force in both countries, with regard to the **employment contract**. The parties undertake to ensure that Ethiopian workers are employed under an official contract, which is approved by the competent authorities of both States and is binding on workers, employers and employment agencies. The employment contract sets out the conditions including wages, working hours, daily meals, housing and insurance, medical treatment, leave, the duration of the contract and travel tickets. **The employer is required to open a bank account in the name of the worker to deposit monthly salaries as of the first month of the beginning of the contract and to provide a copy of the workers' deposit voucher.**

A cooperation agreement on the employment of workers was signed between the Government of the Hashemite Kingdom of Jordan and the Government of the Republic of **Nepal** on the 18th of October 2017¹⁴, the aims were to enhance collaboration on labor matters through the establishment of a legal framework for labor employment to safeguard and advance workers' rights, create a mechanism for dialogue and sharing perspectives on labor-related issues, and foster joint cooperation between the two governments to safeguard the rights of all workers. The nations reached a consensus that worker compensation should align with the terms specified in the employment agreement. Additionally, the countries agreed that the workers remuneration should be as provided for in the **employment contract**, where the employer should assist in establishing a bank account in the worker's name for the purpose of depositing their monthly salary. A deposit receipt should be provided to the worker and a duplicate submitted to the relevant labor inspection authority. Upon request, a copy should also be sent to the Nepalese diplomatic mission. Furthermore, every worker has the right to transfer their earnings (salary, savings, or remuneration) to Nepal or any other country officially recognized by the Jordanian Government in compliance with Jordanian laws and regulations.

13 Memorandum of Understanding between the Government of the Hashemite Kingdom of Jordan and the Government of the Federal Democratic Republic of Ethiopia DocuWare Generated PDF (mol.gov.jo)

14 Cooperation Agreement on Employment of Workers between the Government of the Hashemite Kingdom of Jordan and the Government of the Republic of Nepal, Scanned Document (mol.gov.jo)

The Government of the Hashemite Kingdom of Jordan and the Government of the Republic of **Uganda** signed an agreement on the employment and employment of Ugandan workers on the 24th of October 2016¹⁵ with a view to establishing means for the exchange of labour forces and promoting cooperation and coordination in the field of employment. With regard to remuneration, **the employer is required to open a bank account for workers in a commercial bank and to deposit the last day of each month worker's wages in that account.**

A labour force cooperation agreement was signed between the Government of the Hashemite Kingdom of Jordan and the Republic of **Ghana** on the 27th of November 2015¹⁶ with a view to cooperation between the two States in matters relating to employment and legal frameworks for the employment and employment of Ghanaian workers in Jordan. The **labour contract** must clearly include working conditions, including wages, working hours, meals, stay of workers, social security and health insurance, and travel tickets for the journey to Jordan and return to Ghana. **The employer must open a bank account for the worker in his/her name to deposit the worker monthly wage and provide the worker with a copy of the deposit receipt.**

In continuation of the bilateral agreements mentioned earlier, they outline measures to safeguard the salaries of workers. The memoranda of understanding entered into by Jordan with Ethiopia, Ghana, Indonesia, Uganda, and Nepal include a provision that mandates employers to set up a bank account for their domestic workers and furnish the worker with a copy of the deposit receipt. Nevertheless, this requirement is not consistently implemented and is not subject to scrutiny by the Ministry of Labour. As for the minimum wage, apart from the agreement with the Republic of the Philippines, which sets a minimum wage for its workers, none of the other memoranda of understanding have defined such a provision.

Furthermore, Jordan has entered into agreements for the recruitment of workers in various industries, particularly agriculture, construction, and manufacturing. The most notable agreements in this regard were established with the Arab Republic of Egypt, the Republic of India, and the Islamic Republic of Pakistan, as elaborated below:

A memorandum of understanding was signed between the Ministry of Labour of the Hashemite Kingdom of Jordan and the Ministry of Labour and Migration of the Arab Republic

15 Agreement between the Government of the Hashemite Kingdom of Jordan and the Government of the Republic of Uganda on the employment and employment of Ugandan workers DocuWare Generated PDF (mol.gov.jo)

16 A labour force cooperation agreement between the Government of the Hashemite Kingdom of Jordan and the Republic of Ghana is available in English http://www.mol.gov.jo/EBV4.0/Root_Storage/AR/EB_List_Page/%D8%A7%D8%AA%D9%81%D8%A7%D9%82%D9%8A%D8%A9_%D8%BA%D8%A7%D9%86%D8%A7.pdf

of **Egypt** in 2007, along with its accompanying annexes. This agreement, inked on March 29th, 2007, was established to oversee the migration of Egyptian workers to employment opportunities in the Hashemite Kingdom of Jordan. It was initiated at the request of the Jordanian Ministry of Labour and aimed to align with the specific workforce needs and sector requirements in Jordan. As part of this agreement, the Egyptian authorities are obligated to produce informative and instructional materials for workers arriving in Jordan.

Regarding the Protocol on Labor Force Collaboration between the Government of the Hashemite Kingdom of Jordan and the Government of the Republic of **India** of 1986 concerning the Alignment and Validation of the Electronic Contract Registration System, signed on March 1st, 2018, this aligns with the Hashemite Kingdom of Jordan's Ministry of Labour's aspiration to modernize and enhance oversight of foreign worker work permit issuance. The objective was to make their system for validating electronic contracts publicly accessible. The agreement aimed to foster collaboration by aligning and consolidating their respective electronic systems. This cooperative effort would enable both parties to implement their respective laws and regulations in a manner that ensures complete transparency regarding employment contract terms and job specifics, ensuring consistency with the employment contract provided to Indian workers and as declared by the Hashemite Kingdom of Jordan's Ministry of Labour.

The memorandum of understanding with the Islamic Republic of **Pakistan** was executed on April 29th, 1978, with the aim of fostering cooperation and progress in the realms of vocational training and employment between the two nations. It outlined the obligations of both parties to furnish employment prospects in each other's countries, responding to these opportunities within their respective capacities. These employment offers encompassed the specific qualifications and skills needed, along with potential employment terms, contract particulars, employment conditions, living arrangements, and minimum wage requirements.

Minimum wage in accordance with relevant legislation

According to Article 52 of Labour Code No.8 of 1996, as modified, the Council of Ministers, under the guidance of the Minister of Labour, will establish a committee. This committee will consist of an equal representation of individuals from the Ministry, labor representatives, and employer representatives. A chairperson will be designated from within the committee members by the Council. This committee, known as the Tripartite Commission, will be responsible for setting the minimum wage and taking into account the cost-of-living benchmarks issued by the relevant government authorities. The decisions made by this commission will be officially published in the Official Gazette.

On April 30th, 2006, as published in Official Gazette No.4715, the Tripartite Commission issued a decision establishing the minimum wage for all workers in the Kingdom at 110 dinars per month. Subsequently, on October 14th, 2008, the Commission issued another decision increasing the minimum wage in the Kingdom to 150 dinars per month. It's important to note that this decision did not apply to workers in the garment sector, domestic workers, cooks, gardeners, and similar categories, who retained their previous minimum wage until a later review by the Commission. On February 1st, 2012, the Tripartite Commission issued a subsequent decision, raising the minimum wage to 190 dinars per month, excluding non-Jordanian workers from this adjustment. On February 5th, 2017, the Commission decided to further increase the minimum wage to 220 dinars per month, which was applicable exclusively to Jordanian workers. Subsequently, on February 24th, 2020, the Commission made a decision to raise the minimum wage for non-Jordanian workers, starting from January 1st, 2022, gradually reaching 230 dinars per month. This increase was implemented over a two-year period, aiming to align non-Jordanian workers' wages with those of Jordanian workers, eventually reaching 260 dinars per month during 2022-2023. Notably, this adjustment did not apply to workers in the garment sector, domestic workers, and loading and unloading workers.

Consequently, the minimum wage for domestic workers in Jordan stands at 110 dinars per month. However, there exists a bilateral agreement between Jordan and the Republic of the Philippines specifically addressing the minimum wage for Filipino domestic workers, which is set at US\$ 400 per month. It's essential to note that this agreement solely pertains to domestic workers and does not cover female workers in the beauty sector.

Furthermore, as part of our efforts to empower and monitor matters related to migrant workers in a comprehensive manner, a disparity has been observed in the wages of female domestic workers based on their nationalities, which is discriminatory in nature. The table below illustrates the minimum wages for female domestic workers of various nationalities:

Nationality	Jordanian dinars
Philippines	280
Sri Lanka	180
Uganda	180
Ghana	180
Kenya	180
Ethiopia	220
Nepal	220
Indonesia	250
Bangladesh	180

The regulation of Domestic Workers, Cooks, Gardeners and Similar Categories No.90/2009, and its amendments, required the employer to pay the employee his/her monthly wage within a period not exceeding seven days from the date of entitlement to the Jordanian dinar or its equivalent in foreign currency by the means and methods specified by the Minister for this purpose. However, most employers do not respect this, but rather when they do not pay the wage and are held accountable, it is argued that it is the worker who has asked him to collect her wages, or who has received them manually without transfers or documents. There are employers who keep the transfers, including those who make the transfer and cancel them, and who also keep the copy of the transfer, even though the standard employment contract for domestic workers mentioned the penalty for the payment of wages to the non-working party.¹⁷

17 A wholesale contract and retail rights.pdf (tamkeen-jo.org) See a wholesale contract report and retail rights: tamkeen legal aid and human rights.

We would like to emphasize that the bilateral agreements signed between Jordan and the source countries of these workers are not being implemented as intended. These agreements stipulate that the employer should create a bank account for the worker, deposit their monthly wages, and furnish the worker with a copy of this transaction.

Regarding workers in the garment sector and their exclusion from the minimum wage, the Tripartite Commission decided to invite representatives of both workers and employers in the garment industry to negotiate. Accordingly, a series of collective agreements aimed at improving the situation of workers in this sector was signed¹⁸, **the first collective agreement of 2012** and its annexes, according to which migrant workers in this sector were granted the following increases:

Wage	110 JOD
Increase due to employee after 4 years of work	20 JOD

The second collective agreement of 2013 carried an annual increase of 5 dinars for workers.

As for the **supplement to the collective labour agreement for 2014**, according to the Labour Code, the definition of wage is all that a worker is entitled to in exchange for his work in cash or in kind. The workers cash wage is therefore 110 dinars. In kind, it is housing and food. The wage in kind has been estimated at 80 dinars for a total of 190 dinars. We do not know what the actual advantages of this agreement have been.

The collective agreement of 2015 added an annual increase of 7 dinars for a worker after 7 years of employment since his/her appointment while at the head of his/her employment.

¹⁸ Act No. 8 of 1996 (the Labour Code of 1996), as amended.

Article 2: "The collective labour contract: A written agreement regulating the conditions of employment between the employer or association on its part and a group of workers or trade union on the other hand."

Article 42 (b) "The collective employment contract shall be binding on:

1. Employers covered by its provisions and their legal successors, including heirs and persons to whom the enterprise has transferred in any way. Workers covered by its provisions.

Workers in any enterprise are subject to the provisions of the collective labour contract even if they are not members of any trade union.

The collective agreement of 2017 and the decision of the Council of Ministers to raise the minimum wage for Jordanian workers working in the textile sector to 220 dinars, but not for migrant workers. Accordingly, the agreement was concluded between the date of appointment of the workers. Those appointed before 1st of March 2017 have a total wage of 207 dinars (110 monetary wages and the rest in kind). Those appointed after 1st of March 2018 have a total wage of 220 dinars (110 monetary wages and the rest in kind (housing and food)).

From the information provided above, it is apparent that the prior agreements did not provide any benefits to the workers. Instead, they aimed to formalize the Tripartite Commission's decision to differentiate it from the minimum wage. This decision specified that the minimum wage for these workers would remain at 110 dinars per month, paid in cash.

In all other sectors apart from those mentioned, as per the most recent decision made by the Tripartite Commission on February 24th, 2020, the minimum wage for non-Jordanian workers stood at 245 dinars per month in 2022 and was increased to 260 dinars per month in 2023. This adjustment did not apply to domestic workers, clothing workers, or loading and unloading workers.

On the ground

Based on the 2022 data from Tamkeen for Legal Aid and Human Rights, 52% of the 287 wage-related complaints they received involve cases where migrant workers have not received their wages, totaling 150 cases. This troubling statistic strongly suggests that certain employers are engaging in systematic practices that blatantly violate the Labor Code by withholding their employees' wages.

It's worth highlighting that seven employers have been found to have prevented their workers from receiving their wages for varying durations, ranging from 2 to 16 years, depending on the individual worker.

Tamkeen's complaint records reveal that certain employers frequently engage in practices such as delaying, withholding, or unjustly reducing the wages of both male and female workers. Often, these employers go unaccountable, either due to workers not lodging complaints or because of the extended legal process and workers opting to return to their home country before completing the complaint procedure.

Withholding wages from migrant workers not only hampers their ability to meet their basic living needs but also impacts the lives of their families who rely on remittances to enhance their living standards. Therefore, it is imperative for all stakeholders to collaborate in safeguarding the rights of migrant workers, especially when it comes to their wages.

Case 1:

An Ugandan domestic worker identified as S.N, who was recruited in 2017, did not receive any payment for a period spanning five years. Furthermore, she was denied both annual and weekly leave, in addition to being subjected to long working hours.

These circumstances have been adapted by court as violation of non-payment of wages.

Case 2:

M.A, a Sri Lankan worker, was hired in Jordan in 2011 as a domestic worker. Shockingly, she worked for the same employer for nine years without receiving any wages. Additionally, her employer failed to renew her work permit and residency during her employment, resulting in fines for overstaying. When the worker expressed a desire to return to her home country, the employer denied her permission. Subsequently, she worked for the employer's siblings for three years, earning a meager monthly salary of \$150.

The mentioned details have been adapted in court, constituting a violation involving the non-payment of wages.

The non-payment of wages serves as an indication of human trafficking, but certain decisions made by the Public Prosecutor categorize it not as a human trafficking crime but rather as a breach of wage payment regulations outlined in the Labor Law.

We'd like to emphasize that according to the Labor Law, an employer can be subject to a fine ranging from 300 dinars to 500 dinars for non-payment of wages. The court cannot reduce this penalty to a minimum or consider mitigating factors. In cases of repeated violations, these fines are doubled. When an employer is found guilty of not paying wages, a fine of no less than 300 dinars and no more than 500 dinars is mandated.

Labour cases

In the event that a migrant worker is deprived of his or her labour rights, he or she can claim a number of ways, including by resorting to the wage authority appointed by the Ministry of Labour, which is responsible for dealing with wage claims, including the lack of payment of wages or illegal deductions from him or her, delays in payment of overtime, or any discrimination in wages in work of equal value. This authority decides on such claims, provided that the worker initiates the proceedings on the head of his or her job or within six months of leaving the job. The wage authority also carries out the mediation between the worker and the employer, which is required to take place within six months of the end of the work. If the employer or his representative fails to attend the mediation hearing, the wage authority may impose a fine of 50 dinars on him or her and complete the proceedings¹⁹. The problem is that migrant workers do not speak Arabic and do not know the location of the wage authority.

As a result, they are unable to initiate legal proceedings at that location. If a worker wishes to inform the employer about the proper course of action, they must visit the nearest court to make a report. Unfortunately, there is no designated office within the Authority for any of the reporting companies.

In addition to the wage authority, a worker can claim his or her labour rights by resorting to the courts of law by calculating his or her place of employment jurisdiction through duty-free labour claims under article 137 of the Labour Law.²⁰ However, if the employer is not informed through the official documentation, the reporting companies may require

¹⁹ Labour Act No. 8 of 1996, as amended, article 54.

²⁰ Article 137 of the Labour Code (Act No. 8 of 1996), as amended: Proceedings before the Magistrate Court shall be exempt from all charges, including fees for the execution of their decisions.

notification fees. Additionally, if the wage claim exceeds 1,000 Jordanian dinars, the employee is obligated to cover the costs of expertise and engage a lawyer for legal representation, as specified in Article 41 of the Jordanian Bar Association Act No.11 of 1972. This contradicts the provisions of the Jordanian Labour Law No.8 of 1996 and its amendments, particularly Article 137, which grants employees the right to file their claims without specifying a claim value.

According to Article 138 of the Labour Law, any claims for rights, including overtime wages, must be made within two years from the time the basis for claiming those rights and wages arises. It is evident from the preceding regulation that if an employee does not assert their rights within this two-year timeframe, their right to claim those rights ceases.

The challenges faced by migrant workers when pursuing their wage claims can be condensed into the following points according to the courts:

1. When the claim exceeds JD 1000, the employee is required to have legal representation in court.
2. The reporting process necessitates that the worker notifies the employer through reporting companies when court reporters are unavailable, with associated fees approximately amounting to JD 6.5 via Aramex. If the employer cannot be notified through Aramex, an alternative option is to publish the notice in the Official Gazette at a cost of JD 60.
3. Protracted legal proceedings: Due to the substantial caseload in certain courts, judges occasionally schedule long intervals between hearings, which, as per the law, may extend up to 14 days or even longer. This situation can potentially harm migrant workers, including jeopardizing their legal status in Jordan, leading to fines for overstaying. Conversely, there is also a swifter disposition of cases resulting from an increased number of judges in session, which may deprive some workers of the opportunity to present their complete evidence.
4. Challenges with court enforcement services: When migrant workers pursue their cases, they encounter difficulties in executing judgments when the claim amount exceeds JD 3,000 and they lack legal representation. Additionally, the process often requires IBAN accounts, posing a barrier to execution without having a dedicated account.

Case(1)

Six Egyptian nationals were hired to work in the agricultural sector, where they toiled for a period of two years without being paid their fundamental wages or overtime compensation for their extended hours of labor, even though they put in strenuous effort, including working on official holidays and weekends.

The mentioned details were forwarded to the public prosecutor, who made the decision not to pursue wage payment and instead referred the case to the Magistrate Court on June 30th, 2022²¹, The Court of Justice conducted hearings involving the six workers and their employer regarding the **disputed wages**, resulting in the following judgment:

“Therefore, in accordance with Article 177 of the Criminal Procedure Law, the Court adjudicates the defendant guilty of the offense of failing to pay a worker’s wages within the parameters outlined in Article 46 of the Labor Law. As a result, the Court imposes a fine of 50 dinars along with associated fees, dated July 17th, 2022.”

Following the preceding judgment, the workers-initiated labor claims against their employer to recover their unpaid wages. The employer contested the prior decision, contending that it should not be regarded as evidence in the case. The employer presented witnesses who were still employed at the farm, but their testimonies were somewhat inconsistent. Subsequently, a post-objection decision was reached.²²

The court issues its decision as follows:

In accordance with Article 15/4 of the Magistrates Courts Act, the acceptance of an objection is contingent upon the stipulations outlined in Article 178 of the Code of Criminal Procedure. This declaration absolves the defendant (dispute) of any wrongdoing regarding the charge of withholding a worker’s wages, as specified within the confines of Article 46 (a) of the Labour Law, due to the failure to establish any offense. Dated December 28th, 2022.

The workers, represented by their attorney, lodged an appeal with the prosecutor’s office, and the prosecutor subsequently appealed the prior judgment, deeming it unjust to the workers.

The following decision has been made²³:

Based on the information provided above, we hereby render the following decision: In

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accordance with Article 14 of the Magistrates Courts Act and Article 267 of the Code of Criminal Procedure, the appeal is hereby rejected, and the counter-appeal is accepted, resulting in the return of the case documents to their original source. Dated March 14th, 2023.

Observations on the previous case:

1. The First Instance court ruling imposed a fine of 50 Jordanian dinars on the employer. Article 139 of Labor Law No.8 of 1996 and its subsequent amendments specify the following:
2. "Any breach of the provisions within this Act or any related regulation not covered by specific penalties shall result in a fine ranging from a minimum of 500 dinars to a maximum of 1000 dinars. In cases where the penalty stipulated by the Penal Code currently in effect is more severe than the one outlined in this Act, the offender shall be subject to the penalty specified in the Penal Code."
3. The acknowledgment by the employer that they owe wages to the workers.
4. The employer's approval of the objection against the initial court ruling, which failed to notify him about the workers' claims in his absence, without a valid justification.

Case(2)

A.D, a female domestic worker from Ethiopia, who arrived in Jordan to work in this capacity, worked diligently for one year and four months. However, during this entire duration, she did not receive any leave, went unpaid for six consecutive months, worked an additional five hours daily, and her passport was held by her employer.

A worker's case was officially documented by their attorney, and a request was made for her²⁴:

1. Salary allowance.
2. Substitute to religious and official holidays.
3. Weekly leave allowance.
4. Substitute of 5 additional working hours per day.
5. End-of-service bonus allowance.

Resolution:

Salary Allowance Claim: "The court determines that the responsibility to substantiate the complete payment of the employee's salary throughout their entire tenure with the employer rests with the employer. Given that it has been confirmed that the plaintiff worked from March 6th, 2020, until July 6th, 2021, the claimant is consequently entitled to receive 2257 dinars for her employment."

Concerning the claim for overtime compensation: "The court acknowledges that the parties involved in this case have reached a consensus regarding the challenging nature of the applicant's job (domestic worker). This nature of work makes it challenging to adhere strictly to the daily and weekly working hour limits set by the law. Furthermore, the applicant's role primarily involves overseeing and managing domestic tasks, which qualifies her for an exemption from overtime work due to the inherent nature of her responsibilities. Therefore, this claim for overtime compensation should be dismissed."

Claim for a Work Allowance on Religious and Official Holidays by the applicant: "The court recognizes that the specific role of the applicant as a domestic worker falls under the regulatory framework for domestic workers, cooks, gardeners, and similar categories as per Regulation No. 90/2009. Upon reviewing these regulations, it becomes evident that domestic workers are not entitled to a work allowance for religious and official holidays. This is due to the nature of their work, which necessitates their continuous presence with the employer. Consequently, this claim lacks merit and should be dismissed."

We observe from the prior ruling that the court ruled in favor of the employee concerning her wages. This decision was grounded in the principle that the employer bears the responsibility of demonstrating full wage payments to the employee for the entire duration of her employment. The court established that the employee had indeed worked from March 6th, 2020, to July 6th, 2021, entitling her to a payment of JD 2257 for her services.

Results of the report:

1. Concerning domestic workers, Article 4 of the Domestic Workers Act stipulates that the employer must remit the worker's monthly salary within a timeframe not exceeding seven days from the date when the worker is due to receive it, in Jordanian dinars or an equivalent amount in foreign currency, through the means and procedures designated by the Minister for this purpose. Both the homeowner and the worker should maintain a document as proof of the monthly wage payment. It's noteworthy that the Minister has not yet issued any directives to specify these payment methods.
2. Concerning domestic workers, the memorandums of understanding that have been signed between Ethiopia, Ghana, Jordan, Nepal, and Uganda stipulated that employers are required to establish a bank account for their domestic workers and furnish a copy of the worker's deposit receipt. However, this requirement is not currently in effect.
3. Regarding domestic workers, the minimum wage stands at 110 dinars as per the most recent decision of the Tripartite Commission. Additionally, the Ministry of Labor maintains a list categorizing wages based on the worker's nationality.
4. Concerning domestic workers, there have been no directives or rulings issued by the Minister of Labor to specify the procedures for wage payments.
5. In relation to the bilateral agreement between the Republic of the Philippines and the Hashemite Kingdom of Jordan, it established a minimum wage of \$400 for Filipino domestic workers but did not make any reference to female workers in the cosmetic sector.
6. For factory workers, the minimum wage stands at 110 dinars.
7. Concerning migrant agricultural laborers, the Agriculture Act No.19 of 2021 specifies that the wage of an agricultural worker must not fall below the legally established minimum wage.
8. Regarding migrant workers in different industries, as per the most recent determination by the Tripartite Commission, the minimum wage stands at JD 260, which is equivalent to the minimum wage set for Jordanian workers.

9. Migrant workers have the option to pursue their wage claims through the Wages Authority. However, there is a lack of interpreter services available there, no companies to guide employers about the case procedures, and workers are required to approach the court for reporting and to pay the notification fee in cases where the employer has not been notified.
10. Migrant workers have the ability to seek their wage entitlements through legal channels. If the claimed amount is less than JD 1000, they can do so without appointing a lawyer. However, if the claim exceeds this amount, legal representation is required.
11. In the past, employers used to open bank accounts for domestic workers as a requirement for obtaining a work permit. However, the current requirement is not to open these accounts for work permits, but to facilitate the Ministry of Labor in monitoring the accounts to ensure regular wage payments.

Recommendations:

1. To implement the memoranda of understanding inked between Jordan, Ethiopia, Ghana, Uganda, and Nepal, which specify that employers must establish a bank account for their domestic workers and furnish the worker with a copy of the deposit receipt.
2. It is essential to mandate that employers furnish a bank guarantee to the Ministry of Labor prior to entering into an employment agreement with any migrant worker. This measure would enable the Ministry to liquidate the guarantee in cases where the employer fails to fulfill wage obligations, ensuring that the workers' rights can be satisfied through this mechanism.
3. Ensuring swift resolution of labor disputes can be accomplished by encouraging courts to accelerate the issuance of their rulings in such cases, in accordance with the law that mandates a maximum period of 4 months for decision-making.
4. Enhancing the quality and effectiveness of migrant worker conditions inspection and safeguarding their wages can be realized through a comprehensive evaluation of labor standards. This entails shifting from traditional inspection approaches to innovative methods like electronic integration, diversifying inspector expertise, and periodically changing their work locations.
5. Establishing a translation service and notification system within the Wages Authority to facilitate workers in their wage claims, making the process more accessible and convenient.

