



**Pilot Project for the Promotion of Social Dialogue in the  
Southern Mediterranean Neighborhood**

مشروع تطوير الحوار الاجتماعي في بلدان جنوب المتوسط

التاريخ: 2013-9-5
البلد : الأردن
نوع الوثيقة : اتفاقية جماعية
القطاع : العاملين في الغزل والنسيج
الموضوع : عقد عمل
مرحلة النزاع : مفاوضات مباشرة
عدد المستفيدين: 1270 عامل

## عقد جماعي

منظم سناً لأحكام قانون العمل الأردني رقم 8 لسنة 1996

التاريخ: 2013/1/1

فريق أول: شركة الازياء التقليدية لصناعة الالبسة .

ويمثلها السيد / سنال كومار

فريق ثاني: النقابة العامة للعاملين في صناعة الغزل و النسيج و الألبسة

ويمثلها السيد: فتح الله العمراني رئيس النقابة.

حيث أن الفريق الأول يستخدم عمالاً في مجال صناعة الألبسة الجاهزة، و حيث أن الفريق الثاني قد قام بإنشاء عيادة صحية في مدينة لحمه لصناعة ويقوم بتقديم الخدمة الطبية للعاملين في قطاع صناعة الألبسة الجاهزة، ونظراً لاهتمام الفريقين في توفير بيئة عمل مناسبة والمحافظة على سلامة وصحة العاملين، وتأمين الرعاية والعناية الصحية والوقائية لهم، تنفيذاً للالتزامات المنصوص عليها في أحكام القوانين والأنظمة المعمول بها، وخاصة قانون العمل و الأنظمة و التعليمات والقرارات الصادرة بموجبه، فقد اتفق الفريقان على ما يلي:

- 1- تعتبر مقدمة هذا العقد جزءاً لا يتجزأ منه و تقرأ معه.
- 2- تتولى العيادات الطبية العامة لنقابة عمال الغزل والنسيج تقديم الخدمات الطبية للعاملين لدى الفريق الأول، و ذلك كما يلي:
  - أ- إجراء الفحص الدوري للعاملين وفق أحكام نظام العناية الطبية رقم 142 لسنة 1998 و التعليمات الصادرة بموجب ذلك حسب الحد الأدنى لأسعار وأجور وزارة الصحة.
  - ب- إعلام الفريق الأول خطياً بأي أمراض مهنية أو مشتبه بها.
  - ج- تقديم الخدمة الطبية الأولية والفحص السريري للعاملين وفق نماذج طبية معتمدة لهذه الغاية وفي موقع العيادة في المصنع.
  - د- إصدار التقارير الطبية الخاصة بمنح العامل الإجازة المرضية وفق أحكام المادة (65) من قانون العمل باعتبارها الجهة المعتمدة لهذه الغاية.





**COLLECTIVE AGREEMENT FOR MEDICAL SERVICES  
IN ACCORDANCE WITH JORDAN LABOR LAW NO. 8, YEAR 1996**

Date: 01/1 Aug 2013

**First party**

**Represented by: Mr. Sanal Kumar.**

**Second party: The General Trade Union of Workers in Textile,  
Garment and Clothing Industries**

**Represented by: Mr. Fathallah Al Omrani.**

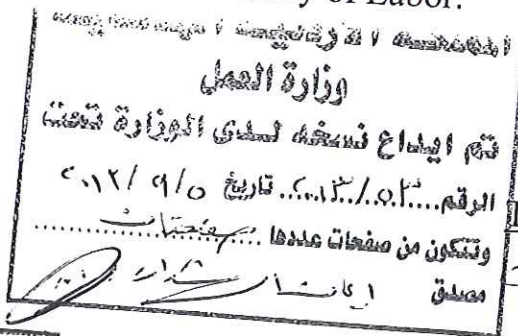
Whereas the first party is a manufacturing company that employs workers in the field of garments manufacturing industry; and whereas the second party provides medical service for the workers in the sector of clothing industry, and considering the concern of both parties to provide the first party's workers with a suitable working environment, maintain their safety and health, and insure the medical care and prevention for them- as per the Jordanian Labor Law regulations and the systems, instructions and resolutions issued to put the law into effect; both parties agreed on the following:

- 1- This agreement reads its preamble as a part of it.
- 2- The second party has to run the medical check-ups for the working staff of the first party – in Classic Fashion Apparel Industry Ltd Co, unite 3 and 4 at al Hassan state and provide them with the medical services, as follows:
  - a. Carrying out the periodical check-up for the workers as per the regulations of the medical care system **no. 42** for the year 1998, and the instructions issued according to it, and any amendments and/or changes may take place on this law excluding the specialized test, lab tests and the x-ray photography.
  - b. Notifying the first party in writing with any vocational or suspected diseases.
  - c. The second party shall provide doctor's daily visit to the clinic of the company and medical examination for the workers and the staff in classic fashion Apparel Industry Ltd Co, unit 3&4 at the factory clinic site according to forms accredited for this purpose.
  - d. The second party shall issue of the medical reports related to giving the worker a sick leave; as per article **no. 65** of the Jordan Labor Law.
  - e. The second party will appoint qualified Doctor, approved by the Ministry of Labor, who will work in the first party's clinic unit 3&4 , from 8:00 A. M to 4:00 P.M. the payment shall be paid to the Doctor

- by the second party and it is the responsibility of the second party to settle dues, if any payable to the Doctor during the period worked with first party.
- f. Second party is responsible for making Doctors available at Clinic during the work hours 8:00 A.M to 4:00 P.M and in case Doctor is absent for duty, second party is responsible to arrange another doctor in place, who should also be approved by Ministry of labor on first party, due to the absenteeism of Doctor , the second party is responsible and will pay the such penalty/fine amount to the first party
- 3- The first party shall provide the second party with a sufficient space, and all the medicines and equipment required for its delegated physician to enable him to perform his duties at the first party's plant site.
- 4- The first party shall pay to the second party an amount of JDs 9500/- say (Jordan Dinars) ~~at the beginning of each month during the validity of this agreement.~~ Yearly (as 4 instalments) *Madhu Nair*
- 5- The duration of this agreement is one year commences as from 1<sup>st</sup> August 2013 and ends on 31<sup>st</sup> July 2014.
- 6- Both party has the right to terminate this contract by giving one month notice in writing to the other party in case the contract needs to be terminated prior to the expiry if it's contract date.
- 7- A committee of the two parties was formed to follow up the implementation of this agreement. The company represented by Mr. MADHU NAIR and the workers represented by Mr. SREESITH.
- 8- This agreement is signed in three replications, one with each of the two parties and the third to be submitted to the Ministry of Labor.

The First Part

*Madhu*



The Second Party

*Sreesith*

