



**Country:** Jordan

**Sector:** Textile and clothes industries

**Date of document:** 2/2/2014

**Topic:** Wages /Migrant workers

**Agreement type:** Collective Agreement

**Number of beneficiaries:** 52000 workers



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Logo of the Ministry of Labour in Jordan.

## **Memorandum of Understanding on the Equalization and Calculation of Payment**

**First party:** Jordanian Exporters Association s of Garments, Accessories and Products (JGATE).

**Second Party: The General Union of workers in Textile and Clothes Industries.**

Where the parties signatories of this memorandum want to apply the provisions gradually, As the Hashemite Kingdom of Jordan is a member of the International Labor Organization and is bound to apply and promote the basic principles of the International Labor Organization And rights related to employment, including the elimination of excellence for employment in professions.

Whereas the said commitment is reinforced by the ratification by the Hashemite Kingdom of Jordan of the ILO Convention No. 100 of 1951 on Equal Employment Opportunities, And ILO Convention No. 111 of 1958 of Discrimination in Respect of Employment in Occupations, And ILO Convention No. 118 of 1962 on equal treatment of nationals and non-nationals, In social security and therefore there is an international treaty obligation to apply the provisions of these conventions.

Whereas the garment sector wishes to apply the basic principles and labor rights in the ILO in line with the obligations of the Hashemite Kingdom of Jordan, Whereas the parties to this Memorandum seek the optimal application of the Jordanian Labor Law No. 8 of 1996 and its amendments, and the Social Security Law No. (1) for the year (2014) and

the explanatory decision of the Bureau for the interpretation of the laws No. 5 of 2003 on the wage and the decisions of the Tripartite Commission for Labor Affairs to determine the minimum wage in Jordan.

The intention is to achieve equality for all workers in the clothing sector, whether Jordanians or expatriates. Whereas the Labor Code indicates that the wage is all that the worker is entitled to for a currency in cash or as aids, in addition to any other benefits of aid, If the law or the contract of employment or the rules of procedure or the settlement of the deal to pay them except for wages due for additional work.

And since the garment sector in the kingdom has an economically sensitive nature as it feeds the national economy. As all parties after consultation decided to step up to reach the final status and take care of garment industry in the Hashemite Kingdom of Jordan. And not prejudice the national economy and national income has settled the agreement between the two parties on the need to agree to sign this memorandum in accordance with the following items:

1. The preamble of this agreement is considered as an integral part and read with it as one part.

2. This memorandum shows the outline of the calculation of wages for migrant workers, which is based on the calculation of additional work and social security. Based on this: The wage consists of two parts, one monetary and the other aid.

Cash wage: minimum 110 dinars per month.

Aid: The employer provides housing, food and other features, And other features that allow the employer 's instructions as a part of the wage to work to be valued as shown in the table below:

Estimated value of aid	Application start date	NO
20 JDs	1/8/2014	1
40 JDs	1/8/2015	2
60 JDs	1/8/2016	3
80 JDs	1/8/2017	4

3. It has been agreed that this Memorandum shall be effective between the two parties from the date of its signature. The increase shall start from 1/8/2014, In accordance with the schedule shown in (ii), the last wage increase shall be terminated as stated in item (II / 4).

4. This memorandum is considered an understanding between the parties and a road map to reach a satisfactory outcome for all parties, And cannot be considered as a decision by any of them for any responsibility or statement or follow him or the rights of the unemployed workers, So that this memorandum shall be deemed to be in force from the date of signature of this Agreement, It is the cooperation of all parties concerned to reach a result that serves all parties in a way that serves the principle of equality and does not affect national interests.

5. The Parties agreed that this Memorandum and the percentages of increase mentioned in item II above shall remain in effect Even if the migrant worker takes a monthly salary of more than (110) dinars

Before to the entry into force of this Memorandum .So, that the increase it had previously obtained would not affect the application of the increase provided for in the present Memorandum. The two parties also agreed that this memorandum applies to all migrant workers, whether current or prospective.

6. The Parties of this Memorandum may present it to those they deem appropriate to indicate the mechanism that has been developed and identify the steps taken, In order to reach the principle of reciprocity for all workers and as a result to reach justice.

7. This Memorandum gives its parties credibility after verifying the implementation of its terms as stated therein and according to the conditions contained therein from the date of signature.

8. Copies of this agreement shall be deposited with the Ministry of Labor and Social Security.

9. Any amendment to the terms of this Memorandum shall be written and shall be signed by the parties, After consultation in relation to and determine the extent of its applicability and implementation, taking into account the legislation enacted at that time.

10. This memorandum represents all understanding between the two parties and includes all negotiations, correspondence and meetings that have been made to reach this memorandum Without prejudice to or conflict with previous agreements or memorandums of understanding.

11. The industrial institutions and companies covered by this agreement shall deduct the monthly membership fees of the union, Which is half a

dinar for all employees under Article 42 of the Jordanian Labor Law, All dues are deposited in the bank account by the 15th of each month.

12. The addresses at the beginning of this memorandum shall be adopted for the purposes of notifications, correspondence and notifications between the two parties.

13. This memorandum consists of an introduction and thirteen items including this item and in two copies in Arabic and each party keeps a copy thereof.

**\*This Memorandum was signed in Amman - Jordan on 24/7/2014**

**First party: Jordanian Exporters Association s of Garments, Accessories and Products (JGATE).**

**Second Party: The General Union of workers in Textile and Clothes Industries.**