

## **TERMINATION OF EMPLOYMENT UNDER THE JORDANIAN LABOUR LAW**

Dr. Ayman Masadeh\*  
Yarmouk University  
Jordan

Jordanian labour law and its judicial applications show a tendency towards achieving an appropriate legal protection that improves job security and does not affect the human resources management negatively. In Jordan, one may easily notice that job security is the main reason for the youth to prefer working in the public sector even if private sector offers them a better income. This is why promoting job security in Jordan is of a vital significance for the sake of reducing unemployment rate.

Employment contracts made under Jordanian law are of two kinds: fixed-term and indefinite. As for the former, the contract ends automatically at the date of expiry. If the worker continues to work for the employer afterwards, the contract will become indefinite. The maximum period of the fixed-term contract is five years. If parties agree on a longer period, the contract will be considered only for five years. In such a case, if both parties continue with the contract for more than five years, the contract will become indefinite.

Indefinite contracts can be terminated by mutual consent of both parties. It can also be terminated unilaterally provided that a notice is given in advance. The notification period is one month before the termination date of the contract. However, labour law allows dismissal without such a notice in cases where the worker makes a serious mistake. Article 28 of the Jordanian labour law states that "an employer may dismiss a worker without notice, if:

1. the worker assumes false identity or submits false certificates or documents with the purpose of acquiring a benefit or causing prejudice to others;
2. the worker fails to fulfill the obligations stipulated in the contract of worker;
3. the worker commits a fault causing the employer considerable material damage, provided that the employer notifies the appropriate bodies of the accident within five days from the date on which he learns of its occurrence;
4. the worker, in spite of receiving two written warnings, fails to observe the internal regulations of the establishment, including safety regulations;
5. the worker is absent from work without good cause for more than twenty days intermittently, during any one year, or for more than ten consecutive days, provided that, prior to the dismissal, written notice is sent to his address by registered mail and published, at least once, in a daily local newspaper;
6. the worker discloses work secrets;
7. a court, in a final judgment, finds the worker guilty of a criminal offense or a misdemeanor involving dishonorable or immoral conduct;
8. the worker is found at work in a manifest state of intoxication or under the influence of any drugs or psycho-tropic substances, or if he has committed, at the workplace, an act violating principles of moral conduct;
9. the worker strikes or insults the employer, the manager in charge, a superior, a fellow worker or any other person in the course or on account of work."

---

\*Dean, Faculty of Law, Yarmouk University, Jordan. aymenmasadeh@hotmail.com

It should be noted that the employer must not abuse his right of dismissal. In other words, the employer should provide a reasonable excuse for dismissing any of his employees. The Jordanian Judiciary seems to have a strict view of what constitutes a lawful dismissal. This may be part of the general policy in Jordan towards promoting job security in the private sector. The Jordanian court considers any dismissal for a reason that does not fall under article 28, mentioned above, is an unfair dismissal. In cases of unfair dismissal, the worker may sue to return to work or claim damages. Damages awarded are calculated on the basis of the employee's actual loss. The employee's salary plays a significant role in assessing his/her damages. Damages should not be less than the total salary for three months and not more than the total salary for six months. Article 25 of the Jordanian Labour law states that "If a worker institutes judicial proceedings within sixty days of his dismissal, and a competent court finds the dismissal arbitrary and in violation of the provisions of this Code, the employer may be ordered to reinstate the worker or pay him damages, in addition to compensation in lieu of notice and all other entitlements... provided that the total amount awarded shall not be less than the worker's remuneration for three months and not more than his remuneration for six months, and shall be calculated on the basis of the last remuneration he received."

Another lawful reason for dismissal is the unforeseeable economical or technical circumstances, such as a reduction of the workload, the replacement of the old production system by a new one or the total stoppage of work. Article 31 of the Jordanian labour law allows employers to suspend or terminate employment contracts for economical or technical reasons provided that the ministry of labour is duly notified. Here, the Minister of Labour may set up a tripartite commission to examine the validity of such measures. Workers whose employment has been terminated in accordance with article 31 shall be entitled to return to work within one year, if work resumes its normal course and it is possible for the employer to reemploy them. Moreover, a worker whose contract of employment is suspended in accordance with article 31 shall be entitled to leave work without notice while retaining his legal rights with respect to the end of service.

Indefinite employment contracts may also be terminated unilaterally by the worker, provided that a one month notice is given in advance. Under the Jordanian labour law, workers may even be excused from giving such a notice in certain cases. Article 29 of this law states that "a worker shall be entitled to leave his employment without giving notice while preserving his legal rights to end of service indemnities and entitlements to damages, if:

1. he is employed in work markedly different in nature from that agreed in the contract of employment, unless it is for reasons stipulated in section 17 of this Code;
2. he is employed in conditions necessitating a change of residence, unless such a change is stipulated in the contract;
3. he is downgraded from the agreed level of employment;
4. his remuneration is lowered, unless it is for reasons stipulated in section 14 of this Code;
5. a medical report issued by a medical authority, proves that his work, if continued, could be hazardous to his health;
6. the employer, or the person acting on his behalf, strikes or insults the worker in the course or on account of his work;
7. the employer fails to comply with any provisions in this Code or any regulations issued thereunder, provided that he has received notification from the appropriate body in the Ministry calling for compliance with such provisions.