

The Right to Resign For Migrant Workers

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Introduction

The Committee on Economic, Social and Cultural Rights, in its General Comment No. 18 (2005), defines decent work as “work that respects the fundamental human rights as well as the rights of workers in terms of conditions of work safety and remuneration. It also provides an income allowing workers to support themselves and their families as highlighted in Article (7) of the Covenant. These fundamental rights also include respect for the physical and mental integrity of the worker in the exercise of his/her employment.” (Paragraph 7).¹

According to the International Labor Organization, decent work requires four components:

1. Job creation: through an economy that generates opportunities for investment, entrepreneurship, skills development, job creation and sustainable livelihood.
2. Ensuring rights at work: by gaining recognition and respect for workers' rights, and providing all workers, especially the disadvantaged or poor, with representation, participation, and laws that work for their interests.
3. Expanded social protection: to promote both inclusion and productivity by ensuring that women and men enjoy safe working conditions, adequate leisure and rest, respect for family and social values, adequate compensation in the event of loss or reduction in income, and access to adequate health care.
4. Fostering social dialogue: the involvement of strong and independent organizations of workers and employers is essential to increasing productivity, avoiding conflict at work, and building cohesive societies.²

The right to resign is one of the standards of decent work. It is a fundamental right universally recognized for workers in various labor legislations, including Jordanian national legislation. The Jordanian Labor Law regulates the provisions of resignation and dismissal. Thus, it allows the worker to terminate the contractual relationship with the employer in the event of an indefinite contract between them, after notifying their employer in writing at least one month in advance and getting the management's approval regarding their resignation.³

However, Tamkeen for Legal Aid and Human Rights, through its work in the Jordanian labor market, noted that this right is limited to a specific group of workers, while migrant workers are prevented from exercising this right. Accordingly, this paper deals with the right to resign as stated in international human rights conventions and national legislation, reviewing the implementation of this right in practice, particularly for migrant workers.

The paper relies on a review of relevant international agreements and national legislation, as well as an analysis of cases of migrant workers, particularly those working in the field of pedicures and manicures as well as other sectors, who wanted to resign from their workplace and work for another employer.

1 UN Committee on Economic, Social and Cultural Rights (CESCR), General Comment No. 18: The Right to Work (Art. 6 of the Covenant), 2006 <https://www.refworld.org/docid/4415453b4.html>

2 Dharam Ghai, Decent work: Concept and indicators, International Labour Review, Vol. 142 (2003) <https://www.ilo.org/public/english/revue/download/pdf/ghai.pdf>

3 Jordanian Labor Law No. 8 (1996) with amendments <https://jordan-lawyer.com/201009/07//jordan-labor-law/>

The right to resign in human rights conventions

Article (6) of the **International Covenant on Economic, Social and Cultural Rights** states that state parties recognize the right to work, which includes the right of every person to have the opportunity to earn their living through work that he/she freely chooses or accepts, and that state parties take appropriate measures to safeguard this right.⁴

While Article (7) of the Covenant states:

“The State Parties to the present Covenant recognize the right of everyone to just and favorable conditions of work, ensuring in particular:

(a) A remuneration that provides all workers, as a minimum:

(i) A fair wage and equal remuneration for work of equal value without any discrimination, provided that women in particular are guaranteed to enjoy conditions of work not inferior to those enjoyed by men, and to receive a wage equal to that of men for equal work;

(ii) A decent life for themselves and their families in accordance with the provisions of this Covenant;

(b) Working conditions that ensure safety and health;

(c) Equal opportunities for all to be promoted, within their work, to an appropriate higher rank, subject only to promotions on considerations of seniority and efficiency;

(d) Rest and leisure, reasonable limitation of working hours and periodic holidays with pay, as well as remuneration for public holidays.”⁵

The **Committee on Economic, Social and Cultural Rights** has clarified that the right to work does not mean an “absolute and unconditional right to work”; it implies that a person may freely choose or accept work, “and not be compelled in any way to engage in or continue with work.” The committee also added that no person may be “unfairly deprived of work,” and that workers have “the right to access a protection system” in the event of being exposed to violations.

Article (25) of the **International Convention on the Protection of the Rights of All Migrant Workers and Members of Their Families** provides that all migrant workers shall be treated on an equal basis with nationals regarding wages, overtime, working hours, weekly rest, paid holidays, occupational safety and health, termination of employment, and any other work conditions, in accordance with national laws and practices.⁶

The Convention also emphasized the importance of not compromising the principle of equality and protecting all workers from exploitation and abuse, especially in cases of weakness and great imbalance of power between workers and employers.

4 International Covenant on Economic, Social and Cultural Rights, Article VI

<https://www.ohchr.org/ar/professionalinterest/pages/cescr.aspx>

5 International Covenant on Economic, Social and Cultural Rights, Article VII

<https://www.ohchr.org/ar/professionalinterest/pages/cescr.aspx>

6 International Convention on the Protection of the Rights of All Migrant Workers and Members of Their Families, Article 25

<https://www.ohchr.org/ar/professionalinterest/pages/cmww.aspx>

The **Committee on Economic, Cultural and Social Rights** agreed with these standards in Comment No. 18 of (2005) which stipulates that the right to work is necessary to work towards other human rights, and that it is an integral part of human dignity as it contributes to preserving the life of the individual and their families and their ability to contribute and develop in society. Furthermore, state actors are obligated to respect the right to work through many means, including prohibiting forced or compulsory labor, and refraining from denying or limiting equal access to decent work for all persons, especially for marginalized individuals and groups, including minorities, refugees, and migrant workers.⁷

Therefore, the Committee emphasized that the term “work” should be understood as “decent work,” which entails respect for “fundamental human rights as well as workers’ rights in terms of safety and remuneration at work” as defined by the ILO in eight important conventions considered fundamental rights for all employed workers.⁸

The **1998 ILO Declaration on Fundamental Principles and Rights at Work** includes the elimination of all forms of forced or compulsory labour, the effective abolition of child labour, the elimination of discrimination in relation to employment, freedom of association and effective recognition of the right to collective bargaining. Thus, the international frameworks for human and labor rights have recognized the principles of non-discrimination and equal treatment as basic principles in relation to the rights of migrants, as these rights include the right to resign. The failure to implement this right can lead to workers being subjected to various violations including but not limited to forced labor.

Convention No. 29 of 1930 on forced or compulsory labor, which was ratified by Jordan in 1964, prohibited the use of forced or compulsory labor in all its forms. This was confirmed by **Convention No. 105 of 1957 on the criminalization of forced or compulsory labor**, where states pledged in Article (1) to refrain from forced labor as a means of imposing discipline on the labor force.⁹

Furthermore, the **International Convention on the Protection of the Rights of All Migrant Workers and Members of Their Families** stipulates in Article (11) that “no migrant worker or member of his or her family shall be required to perform forced or compulsory labour.”¹⁰

Jordanian National legislation and the right to resign

The Civil Law and the Jordanian Labor Laws

The Civil Law refers to the work contract in Articles (805813-), where the work contract is defined as “a contract where one of the parties is obligated to perform work for the benefit of the other under supervision and management in return for a wage.” If the contract is for a specific period, the law requires that it ends automatically at the end of its term. However, if the contract continues after the expiry of its term, then it is considered as renewed for an indefinite period (i.e., it becomes an indefinite contract).

⁷ Committee on Economic, Social and Cultural Rights, Comment No. 18 at the thirty-fifth session, 2005

<http://hrlibrary.umn.edu/arabic/CESCR94.pdf>

⁸ These conventions are ILO Conventions No. 29, 87, 98, 100, 105, 111, 138 and 182 which cover freedom of association, collective bargaining, child labour, forced and compulsory labor, and discrimination in relation to employment and occupation.

⁹ Convention No. 105 of 1957 on the criminalization of forced or compulsory labor

https://www.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100_ILO_CODE:C105

¹⁰ International Convention on the Protection of the Rights of All Migrant Workers and Members of Their Families of 1999

<https://www.ohchr.org/en/professionalinterest/pages/cmw.aspx>

Migrant workers are issued fixed term contracts for one or two years, depending on the profession they are employed in. In fixed-term contracts, each of the two parties can terminate the contract before its expiry if a justifiable cause occurs that prevents the implementation of the contract, or in case of an emergency. In both cases, the person requesting the termination shall guarantee the damages arising from the termination to the other contracting party.

As for the **Jordanian labor law**, it is worth noting first that its provisions apply to all workers on the territory of the Kingdom without discrimination. Thus, the provisions of the law apply to both Jordanian and migrant workers. The labor law defines an employment contract as “a verbal or written agreement, explicit or implicit, under which the worker undertakes to work for the employer under his supervision or management in return for a wage, and the work contract is for a limited or unlimited period, or for specific or unspecific work”.

Often, the contract of migrant workers is written and documented in the Ministry of Labor between the worker and the employer and is for a specific period. Whereas Article (15) of the Labor Law states that if the worker does not have an Arab nationality, another copy of the contract must be considered in an approved foreign language. Usually, workers sign a contract in their home country before they are recruited and then sign another copy when they come to Jordan in competent labor directorates, as stated in Article (12) of the Labor Law which stipulates the procedures for hiring a non-Jordanian worker.

As for cases of termination of a fixed-term contract, Article (21) requires that in normal circumstances, the two parties can terminate the contract by agreement. The contract is also considered terminated in the event of the expiry of its duration, or the end of the work itself. Moreover, the contract is terminated in the event of the worker’s death, disability, illness, or inability to work if proven by a medical report from a medical source; or if the worker fulfills the conditions for old-age retirement stipulated in the Social Security Law, unless the two parties agree otherwise.

As for contracts of indefinite duration, Article (23) stipulates that the contract ends if one of the parties wish to terminate it, in which case they shall notify the other party in writing at least one month in advance.

Article (26) provides the conditions that govern the termination of a fixed-term contract as it states that:

- A. “If one of the parties has intended to terminate the unlimited period work contract, then they shall notify the other party in writing of their intention of terminating the contract before one month at least, the notification shall not be cancelled except by the approval of both parties.
- B. The work contract shall remain effective throughout the notification’s term. The notification’s term shall be counted within the service term.
- C. If the notification was provided by the employer, then the employer may exempt the employee from working during the period of notification, and the employer may bind the employee to work during that period except in the last seven days of them, the employee shall be entitled to his/her wages until the end of the remaining period of the contract. But in the event that the termination is by the worker, the employer may claim from him the damages and faults arising from this termination. The assessment of this claim is up to a competent court, provided that the amount of judgment imposed on the worker does not exceed half a month’s wage for the period of notification in all such cases.

D. If the notification was provided by the employee, and the employee left the work before the expiry of the notification period, then the employee shall not be entitled for a wage for the period of his/her leaving the work, and he/she shall compensate the employer for that period in equivalence to his/her wage.”

As clearly indicated in the article above, both parties have the right to terminate the contract whenever they want and the worker has the right to submit their resignation before the expiry of the contract period according to the law. These rights arise from the consensual and contractual relationship between the worker and the employer. Therefore, when coercion becomes involved, then there is a danger of exploitation and suspicion of human trafficking in the form of forced labour.

Article (77) of the Labor Law stipulates the prohibition of forced labor and criminalizes every employer who employs a worker forcibly or under threat, fraud, or coercion. This includes withholding their personal document, which incurs a fine of no less than 500 JODs and not more than 1,000 JODs, which is doubled in the event of repetition. However, we believe that this punishment is not sufficient and that the Prevention of Human Trafficking Law No. (10) of (2021) must be applied in this case, due to the availability of all elements of human trafficking: luring, attracting, and means, such as threats and coercion, in addition to the existence of a clear intent to exploit.

The labor law also regulates cases of workers terminating employment without notice. The worker has the right to quit while retaining their legal rights for the termination of the work in several events, such as: the event that they are employed in work different from the work agreed upon; employed in a location that calls for a change of their permanent residence; if they are transferred to another job at a lower level; if it is proven by a medical report that the continuation of working threatens their health; if the employer assaults them by beating or humiliation; or if the employer fails to implement any of the provisions of the law. Furthermore, even in other cases, the worker should be able to leave their work in accordance with the law, given that these workers compensate the employer, according to a decision issued by the competent court.

Regulation for probation

Notice requirements balance the right of workers to leave their work when they wish to do so by providing employers a right to a reasonable period to find a replacement worker through a probationary period. Notice requirements are established by Article (35) of the **Labor Code**, which prescribe that a probationary period must not exceed three months and that the worker’s wages must not be less than the minimum wage in this period.

The probationary period for the employer and the worker determines a window of time for either or both parties to determine whether the worker is suitable for the job, and whether the job is suitable for the worker. During this period, subject to the provisions of the notice, neither party shall incur any penalty for exercising their right of resigning if it is within the period stipulated upon in the contract.

However, this period is implemented only in the case of contracts of indefinite duration, meaning that migrant workers are excluded from the provisions of probationary periods since their contracts are fixed term.

Another law that regulates the Jordanian labor market is the **Law on Prevention of Human Trafficking**, which in Article (3) criminalizes human trafficking in its various forms.

The article defines the crime as:

A. "For the purposes of this Law "Human Trafficking Crimes" shall mean:

1. Transporting, moving, lodging, or receiving of people for the purpose of abusing them, whether through using or threatening of use of force, or through any form of coercion, abduction, fraud, deceit, abuse of power, abuse of vulnerability, or through giving or receiving financial gifts or any other privileges to secure the consent of a person who has control over those people; or

2. Transporting, moving, lodging, or receiving of people who are under the age of 18 for the purpose of abusing them, whether through using or threatening of use of force, or through any of the means stated in item (1) of this paragraph.

B. For the purposes of Paragraph (a) of this Article, the word "exploitation" means the exploitation of persons in forced labor, slavery, servitude, removal of organs, prostitution, or any other form of sexual exploitation."

Tamkeen noted, through its experience with workers, that depriving them of the right to resign from or leave their work exposes them to this heinous crime, as they are forced to stay at the workplace and continue in it despite their desire to leave.

Additional Regulations and Instructions

In addition to the previously mentioned laws, there are a set of regulations and instructions that regulate the status of migrant workers in the Jordanian labor market. The most important amongst these regulations is the **Instructions on the Conditions and Procedures or the recruitment and employment of non-Jordanian workers for the year 2012** and its amendments.

These regulations apply to migrant workers in Jordan, whether those employed as domestic workers, in pedicures and manicures, or Egyptian workers in agriculture, construction, loading and unloading, and other sectors. However, they do not apply to workers in the Qualified Industrial Zones (QIZ), as their work is regulated by specific instructions.

Article (11) of these instructions stipulates that a non-Jordanian worker must be granted a no-objection to receive their social security entitlements if they wish to leave the country within a period not exceeding three months from the date of expiry of their work permit. In practice, this no objection is not granted from the Directorate of Labor unless the worker obtains a written consent from the employer.

The same Article requires the employer to immediately inform the Directorate of Labor of the fact that a non-Jordanian worker left work or "ran away" during the validity period of the work permit, except if the worker ran away during the last two months of the permit period, where there is no need to report. When the employer goes to the Labor Directorate, he is asked to fill a form on the incident of the worker leaving. Subsequently, police departments would issue a warrant, and once the worker is arrested, the procedures for their deportation are carried out without hearing their testimony or understanding the reasons that prompted them to leave work.

These practices though contradict with the **Instructions of the Public Security Department**, which allows employers to report their runaway migrant workers, even those whose contracts are expired. When these workers are arrested, they are either returned to their employer or deported.

For that reason, Tamkeen refuses to call workers who leave their work “absconded” because the relationship between the worker and the employer is a purely contractual relationship and any of them can terminate it under the Labor Law. The term “runaway” is usually used by the police to describe people it wants to arrest because they are suspected of committing a crime. Therefore, we do not believe that is the correct term to use with workers using their legal right to leave their workplace or resign.

Article (12) of the instructions also stipulated that the workers are only allowed to change their employer if they received an approval from the Ministry of Labour (MoL), provided that the original employer cancels the worker’s permit, and that the new employer then issues the worker a new one-year permit. These instructions are only applicable to workers in the sectors of construction and agriculture. If these workers are employed in other sectors, they are not allowed to change their employer unless after six months have passed in their permits with their current employer. These workers must also obtain the approval of their original employer and the MoL, as well as cancel their current permit and issue a new one with the new employer. Migrant workers who were recruited and employed from within the Kingdom can also change their employer, provided that they get a release from their original employer, cancel their current permit and issue a new one with the new employer. These workers can change their employer without the need of a release, if their work permit was already expired.

These instructions could make workers more vulnerable to exploitation by employers, as some employers refuse to go to the Labor Directorate and sign the release and discharge form, forcing workers to pay large sums of money to employers or to stay in the same workplace where they become at risk of forced labor.

Labour Directorates also compound workers’ vulnerabilities, since they request a release from the employer, whether the worker has finished their work contract or resigned from their jobs, which is contrary to the instructions above. Workers are also not allowed to move from one employer to another even if their permits have expired, especially Egyptians or females working in pedicure and manicure. Instead, these workers are forced to get the no-objection form from their employer that would allow them to either transfer to a new employer or leave the country.

Thus, the worker remains at the mercy of the employer, who could continue exploiting them while they seek to obtain the form. Workers who cannot obtain it remain as informal workers and are sometimes forced to pay the employer in exchange for giving them the no-objection form.¹¹

In the amended regulation of domestic workers, cooks, gardeners, and similar categories, No. 64 of 2020, domestic work is defined as “work related to domestic tasks such as cleaning, cooking, ironing clothes, preparing food, caring for family members, purchasing home needs, accompanying patients and people with disabilities, gardening and the like.»

Article (5) stipulates that the worker must inform the homeowner before leaving the home. If workers “ran away from home” without justifiable cause, the worker shall cover all the costs and the employer will not be implicated in the financial obligations set forth under the signed contract of employment, in addition to repatriation costs.

¹¹ The forms are only available in Arabic. Thus, they are annexed at the end of the paper.

We note that the system used the term «run away from home», suggesting that the domestic worker is forced to work even if they were exposed to exploitation, and cannot break the contract or submit their resignation. Indeed, these workers are left with no option but to escape. The system did not use the term 'leaving work', even though the relationship that binds the homeowner and the domestic worker is a contractual one between a worker and an employer, where both parties under the law have the right to terminate or end their contract before the expiry of its term.

It must also be pointed out that the domestic worker cannot leave their job before the expiry of the contract and cannot move to another employer until after signing a waiver in the Directorate of Domestic Workers at the Ministry of Labor from the original employer to the new employer.

Finally, the second article of the instructions of the conditions and procedures for the recruitment and employment of non-Jordanian workers in the Qualified Industrial Zones (QIZs) for the year 2007 and its amendments defined QIZs as "Any economic activity in the textile and knitting sector that exists within any qualified industrial zone, whose products are qualified and on which the provisions of the Law of Investment Promotion are applicable."

These instructions apply to factories operating in the sectors of textile, knitting, as well as factories that manufacture inputs complementary to the sector, and factories that carry out some or all the industrial operations, according to an agreement with another factory for the purpose of exporting abroad, provided that the factory is within the qualified industrial zones.

Article (10) of the instructions emphasized that it is not allowed for workers employed to work in the QIZs to move to any other productive sector. Employers shall also bear the responsibility of returning the workers who were brought back to their country of origin upon the expiration or termination of their contracts legally with them, and proof of their departure in accordance with the rules.

It is worth noting that these instructions do not prescribe that the employers should report workers to the Labour Directorate if they left the workplace. However, employers do report these instances and the Labour Directorates do not object on that.

The absconding notice is reinforced by the sponsorship system, which is an active system in Jordan even though it is not explicitly mentioned in the laws. However, the legislations that were issued to govern the status of migrants, including the Labor Law and the regulations issued under it contributed to its implementation by employers. Furthermore, practices by the competent authorities and by employers contribute to the creation of the system, which resulted in negative effects and behaviors that led to violating the rights of these workers.

The sponsorship system¹²

In Jordan, labour relations between employers and migrant workers are governed by a comprehensive set of laws, administrative regulations, and customary practices that place the full responsibility for regulating the contractual relationship between a worker and an employer in the hands of the employer. Although the sponsorship system for migrant workers is common in many countries around the world, prevailing sponsorship arrangements in Middle Eastern countries in general, including Jordan, limit the worker's ability to leave work, which creates many risks to human rights and many labor violations.

12 International Labour Organization, Regional Office for Arab States, Employer-migrant worker relationships in the Middle East: exploring scope for internal labour market mobility and fair migration, -Beirut: ILO, 2017. (White paper; Feb. 2017)

https://www.ilo.org/wcmsp5/groups/public/---arabstates/---ro-beirut/documents/publication/wcms_552697.pdf

Under the sponsorship system, the immigration status and legal residence of the migrant worker is linked to one sponsor throughout the period of their contract in a way that does not allow the migrant worker to enter the country, resign from their work, transfer from one employer to another, or leave the country they are working at, without obtaining an express permission from the employer.

Although there are many employers who strive to provide decent and respectful working conditions, the modern form of the sponsorship system inherently provides opportunities to violate the basic human rights of migrant workers who come under the sponsorship of the employer. The position of workers is weak due to the prevalence of the sponsorship system, where they have little space to negotiate with employers due to the large imbalance of power between the sponsor and the migrant worker. Furthermore, employers commit many violations on migrant workers, including restrictions on freedom of movement, confiscation of passports, delayed or non-payment of wages, long working hours, unsafe working conditions, and violence. All these conditions can lead to cases of forced labor and human trafficking due to the unequal relationship between the employer and the worker.

In this context, the ILO's Independent Expert Committee on the Application of Conventions and Recommendations (CEACR) stated in its observations in relation to the **Forced Labor Convention**, 1930 (No. 29) that sponsorship binds migrant workers to specific employers, limiting their choices and freedoms. The Committee of Experts noted that "the so-called 'sponsorship system' in some countries in the Middle East may lead to an increase in forced labor," and urged governments "to adopt legislative provisions tailored to suit the difficult conditions faced by this category of workers and protect them from abusive practices."¹³ Additionally, governments must "take the necessary measures, in law and in practice, to ensure that migrant domestic workers are fully protected from abusive practices and conditions that amount to the proliferation of forced labor."¹⁴

The right to resign for migrants in Jordan in practice

In practice, migrant workers in Jordan cannot resign or terminate their employment without the written consent of their employer. If migrant workers decide to leave a job before their contract expires without first obtaining the consent of their employer.

If the worker leaves their work, administrative penalties will be imposed on him because of their "running away the most important of which are fines, administrative detention, and deportation. This makes the worker subject to these penalties even if the reason behind leaving the workplace includes being exposed to several violations by the same employer – the very same person who reported them leaving.

Additionally, migrant workers cannot withdraw their contributions from the Social Security Corporation upon leaving work without the written consent of the employer. This contradicts with Article (4) of the Social Security Law, which stipulates that:

"Any worker who has completed sixteen years of age is subject to the provisions of this law without any discrimination based on nationality, whatever the term or form of the contract and whatever the nature of the wage, provided that the wage on the basis of which contributions

¹³ Committee of Experts on the Application of Conventions and Recommendations (CEACR), 2015. Adopted 2015, published 104th International Labour Conference, Geneva. Available at [http://www.ilo.org/public/libdoc/ilo/P/096611-104-2015\)09661/A\).pdf](http://www.ilo.org/public/libdoc/ilo/P/096611-104-2015)09661/A).pdf)

¹⁴ Committee of Experts on the Application of Conventions and Recommendations (CEACR), 2016. Adopted 2016, published 105th International Labour Conference, Geneva. Available at [http://www.ilo.org/public/libdoc/ilo/P/096611-105-2016\)09661/A\).pdf](http://www.ilo.org/public/libdoc/ilo/P/096611-105-2016)09661/A).pdf)

are calculated is not less than the minimum wage approved in accordance with the applicable labor law, and whether the work is performed mainly inside or outside the Kingdom without prejudice to the provisions of international agreements that regulate the double standards in insurance.”

As for female migrant workers providing pedicures and manicures in beauty salons, it should be noted that most of them are of Filipino nationality and are working legally in the sector. According to the latest statistics of the Ministry of Labor in 2020, there are 281 female workers in Jordan.¹⁵ In the last two years, Tamkeen for Legal Aid and Human Rights received 29 complaints from Filipino workers due to their inability to obtain a waiver document (clearance) from the first employer, despite the expiration of their contracts.

One of the complaints was of a Filipina worker who has been working for the same beauty salon for the last 15 years. At the end of her work contract, work permit and residency, the employer refused to provide her with a waiver that would enable her to transfer to a new employer. Consequently, the worker was left in a vulnerable position and was forced to continue working. Another complaint was for a Filipina worker who worked for 7 years at the same beauty salon. Upon the expiration of her work contract and work permit, her employer refused to provide her with a waiver since he did not want her leaving for another employer. He told her that he will only give her the waiver if she paid him money.

We note that the last exemption decision was issued on July 4, 2021, which allowed migrant workers who completed two years with the same employer to move to a new employer without the need to get a waiver. The exemption decision expired on September 2, 2021, and some migrant workers were able to adjust their legal status. However, some Egyptian workers who came to Tamkeen for consultations indicated their inability to adjust their situation because they did not have enough money, especially in light of the COVID-19 pandemic, which caused many of them to lose almost all or most of their incomes.

A Worker's story

A worker came to Jordan in 2006 via a tourist visa. She initially worked as a domestic worker. Afterwards, she moved to work in the manicure and pedicure sector in 2007, where she remains employed until now (November 2021).

The worker received a salary of 400 JODs, though it was later raised to 410 JODs. Her work permit was amended in 2014 to include her new job.

The worker worked daily from 9 am to 8 pm. In February 2020, both of her residency and work permit expired.

On June 14, 2020, the worker left work and went to the Ministry of Labor because she wanted to change the employer after working for him for 13 years. However, she was told in the Labor Directorate that she had to bring the original employer, who needs to sign and that he should sign a waiver form to allow her to transfer to the new employer. The original employer refused to do so and asked for a sum of money in exchange of his approval.

¹⁵ The Ministry of Labor Annual Report 2020

http://www.mol.gov.jo/ebv4.0/root_storage/ar/eb_list_page/%D8%A7%D984%D8%AA%D982%D8%B1%D98%A%D8%B1_%D8%A7%D984%D8%B3%D986%D988%D98%A_%D984%D8%B9%D8%A7%D92020_85%.pdf

Conclusion and recommendations

Migrant workers in Jordan are exposed to several violations reinforced by their inability to resign and leave work when they want to. While the Jordanian Labor Law does not differentiate between a migrant worker and a Jordanian worker, it refers their affairs to regulations and instructions that entail violations of their basic human rights, including their right to choose their work. Moreover, the sponsorship system subordinates workers to their employers, even though the system was considered a form of modern slavery by the ILO.

To protect migrant workers from the abuses they are currently exposed to and give them the choice to work or leave their work, we recommend the following:

1. Ratify the 1990 Convention on the Protection of the Rights of All Migrant Workers and Members of Their Families, and Convention 189 concerning Decent Work for Domestic Workers.
2. Review the work regulations and instructions to limit the authority of the employer and grant migrant workers the right to resign, as well as the right to choose their employer.
3. Work to abolish the Ministry of Labor forms related to waiver and releases, since they are used by employers to exploit and blackmail migrant workers.
4. Ensure the elimination of practices related to the sponsorship system and activate the legal procedures concerned with the protection of workers.
5. Amend the terms in the regulations and instructions that refer to the exploitation of migrant workers, including "escape" or "absconding," and replace them with the terms "leaving work" or "resignation," as the relationship between a worker and employer is contractual.

You can view Tamkeen’s other publications on “The Right to Resign’ by scanning the code below



Comic Book

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