

SOLID

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Country: Jordan

Sector: Ports & Clearance Sector

Date of document: 19/9/2012

Topic: Wages/Social protection

Agreement type: Collective Agreement

Number of beneficiaries: 300 workers.



The project is cofunded by the European Union and ITUC

A project implemented by



Collective Employment Agreement under the provisions of the Jordanian Labor law No.8 for the year 1996

First party: Aqaba Port Company for Marine Services (Company).

Represented by: Dr. Muhannad Harrah - Vice Chairman of the Board.

Second Party: General Union of Workers in Ports and Clearance
(Union).

Represented by: Mr. Mahmoud Mansour / Vice President of the General
Union

Mr. Mohamed Mteileh / Representative of the General Union

Mr. Hussein Alstah / Chairman of the Trade Union Committee

As the second party has submitted to the first team demands of workers concerning the conditions and conditions of work for the staff of the first party:

- Paying the thirteenth salary
- Raise the housing allowance to 150 dinars.
- A shift bonus of 50 dinars
- End of service indemnity of one month for each year of service provided that not less than three months.
- Consolidation of annual leave to 30 days.
- Establishment of social club.
- Comprehensive health insurance and coverage of retirees. Raising the percentage of the annual increase to 8%.

- Dividend of the company's profits to employees.
- Raising the company's contribution to the social solidarity fund to 40 thousand dinars annually.

And in the interest of both parties to maintain an atmosphere and an appropriate working environment of mutual respect, understanding and appreciation between the two parties and affirmation of the consolidation of good working relations between the parties, And the common concern for the continuity of development and promotion of work in this institution in order to develop and provide the national economy and in the spirit of positive And friendly relations that prevailed in the atmosphere of the meetings of the negotiations and to maintain the continuation of these relations between the parties and result in the flexibility was shown by the parties and understand each other's interest A settlement of the workers' demands was reached and the two sides agreed on the following:

1. The preamble of this agreement is considered as an integral part and read with it as one part.
2. The company shall pay the thirteenth salary as of July of each year as of 2012.
3. The company is committed to pay a shift allowance of thirty (30) dinars for all employees as of 1/1/2013.
4. The company is committed to pay a housing allowance for employees, of (125) one hundred and twenty five dinars monthly in the form of a housing allowance allowance as of 1/1/2013.
5. The company is committed to standardize the annual leave to become 30 days for all employees as of 1/1/2013

6. The company is committed to involve its employees in a social club through Prince Rashid Club of the Ports Corporation.

7. The company is committed to raising its contribution in the social solidarity fund to 40 thousand dinars annually as of 31/7/2012.

8. The Company shall be obliged to pay the employee end of service reward ten thousand dinars and requires the receipt of this reward ,that The worker has been a minimum working at the company for a period of six years is continuous and intermittent, Provided that the number of resigning employees shall not exceed five employees only during the year, provided that the age of the resigning employee shall not be less than forty-five, Provided that the company is notified of its resignation nine months before the date of entry into force except for incurable illness.

9. The parties agreed to cancel the social solidarity fund for the employees of the company and establish a new alternative fund called the end of service fund for the employees of the company according to the following:

A- A legal system for this fund shall be established, showing its objectives and the objective of a currency mechanism through the Joint Committee.

B- The assets and funds of the canceled fund shall be transferred to the new fund and the total annual contribution of the company shall be in the amount of 40 thousand dinars annually as from 1/1/2013.

C - The percentage of the contribution of employees in the Fund from the monthly deductions for salaries of employees 20 dinars of the grades of

the first four (1-4) and 10 dinars for the remaining grades (5-9) as of 1/1/2013

10. Exchange of the Fund amount of 15 thousand for the employee who ends his service for each of the first four grades (1-4) and the amount of 7500 dinars for other functional grades (5-9) who finish their services. The provisions of Article 8 shall apply in terms of the length of service and the number of beneficiaries. If the number of beneficiaries is less than five employees, the contribution of the Company shall be credited until the end of service indemnity. In the Fund for subsequent years, provided that this item is effective as of 1/1/2013.

11. A joint committee shall be formed from the management of the company and the trade union committee to lay the foundations for the study and prioritization of the beneficiaries of the end of service equivalent within two months from the date of signing the agreement.

* The date of 1/9 of each year shall be the date of notification of the company to the interested employees by its resignation as of 1/9/2012.

* The company is committed to involve a representative of the trade union committee in the health insurance test committee.

* The company is committed to involve a representative of the trade union committee in the investigation committees.

12. It is understood by the parties to this agreement that job security is what the company is striving for and that employees are the most important part of the company's capital. The management of the company does not think of ending the work of any employee without justified reasons and in accordance with the provisions of the Jordanian Labor Law.

13. This Labor Convention and its provisions shall be effective as of 5/11/2012 and for two years, according to the Jordanian Labor Law.

14. The Syndicate shall not have the right to initiate a labor dispute in this regard during the legal period of this Convention, two years from the date of its operation.

15. This agreement is made up of three copies, one for each party, and the third is deposited with the Ministry of Labor.

16. This Convention consists of sixteen items, including this item.

* Signed on Thursday, 13/9/2012.

First party: Aqaba Port Company for Marine Services (Company).

Second Party: General Union of Workers in Ports and Clearance (Union).

Represented by: Mr. Mahmoud Mansour / Vice President of the General Union

***Signatures are seen**