

Constitutional Guarantees for Terminating an Employment Contract for Economic and Technical Reasons in Jordanian Legislation

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Abstract

The Jordanian Constitution guarantees the right to work for all Jordanian citizens in Articles 6 and 23. It grants them many rights derived from this right within the provisions of the labour law. The research aims to investigate the constitutionality of Articles 6 and 23 of the Jordanian Constitution. The descriptive analytical approach aims to describe and analyze the constitutional and legal texts related to the termination of employment contracts in Jordan, while also analyzing the data gathered from interviews. The comparative approach identified the strengths and weaknesses of Jordanian legislation by comparing it with legislation from other countries. Using a case study approach, the researchers analyzed specific issues related to the termination of employment contracts in Jordan for economic and technical reasons. The text of Article 31/d of the Labor Law is contrary to all constitutional principles that guarantee fair trial guarantees. These findings provide a comprehensive understanding of the constitutional guarantees in Jordanian labour law and offer a roadmap for potential reforms to strengthen these protections.

Keywords: constitution, guarantees, labour law, employment contract, Jordanian legislation

1. Introduction

Work is the basis for the continuation of life, as the value of work is a human value that expresses human effort (Steiner, 2004). It is an indispensable necessity, as it represents income for a person to support himself (Frankfurt, 2018). The nature of work may differ from one person to another, but the most widespread types of work in recent times are those that are carried out under a contract between the worker and the employer, whether written, verbal, or implicit, in exchange for a specific wage commensurate with the effort expended (Fudge, 2006). Therefore, the Jordanian legislator paid attention to workers under employment contracts' arbitrariness, especially in terms of terminating their employment contracts for unacceptable reasons (Kooli & Muftah, 2020). However, it is conceivable that there may be a change like the facility's work for technical reasons that would result in a complete restructuring of the facility, or the facility may suffer an economic loss that makes it unable to continue its work, which prompts it to reduce the number of its employees because of these reasons (Pred, 2017). Despite this, he did not leave the opportunity open for the employer to adhere to these reasons and terminate the employees' contracts whenever he wanted, but rather imposed a kind of administrative and judicial control (judicial appeal) on the employer so that he would not abuse his powers as an employer (Epstein, 2013). This does not mean that the legislator limited protection to the worker only, but at the same time considered the rights and interests of the employer, allowing him, if any of the economic or technical reasons exist, to reduce the number of his employees and terminate employment contracts (Schwab, 1993).

The research's importance lies in the topic itself, as employment contracts, whether fixed-term or indefinite, cover a large segment of society. Therefore, when an institution or company encounters economic or technical challenges that hinder its job performance, it may decide to terminate the employment contracts of its employees, potentially leading to workers feeling unfairly treated by the institution.

Therefore, the Constitution's provisions that guarantee the right to work and the right to litigation must serve as the foundation for this termination; otherwise, it would become inconsistent with those provisions and necessitate their amendment.

To fulfil the above, we will examine the extent of the constitutionality of judicial control approved by the Jordanian

legislator to challenge the employer's decision to terminate the employment contract for economic or technical reasons. This paper is investigating the constitutionality of Articles 6 and 23 of the Jordanian Constitution.

Paragraph (D/31) of the Jordanian Labor Law clarifies the competent court before which appeals related to the termination of employment contracts for economic and technical reasons are submitted, which is the Court of Appeal. The labour law legislator has considered the Court of Appeal to be a court of first instance, which is a court of second instance. From here the problem of the study arises, as considering the Court of Appeal as a court of first instance is a clear violation of this constitution on the one hand, and on the other hand, a problem arises related to achieving the principle of defence guaranteed by the Jordanian constitution.

1.1 Research Questions

This research raises a set of questions, which are:

- 1) Are there constitutional guarantees available in Jordanian legislation to terminate the employment contract for economic and technical reasons?
- 2) Does the control imposed on the lawsuit for termination of the employment contract for economic and technical reasons apply to the constitutional guarantees related to the rights of the parties?
- 3) What is the role of judicial oversight in terminating an employment contract for economic or technical reasons?
- 4) Was the judicial oversight consistent with what the Jordanian legislator approved in the Constitution and the Labor Law?

1.2 Research Objective

Explain the constitutional guarantees that allow for the termination of the employment contract and refer it to the judiciary. Describe the judicial oversight mechanism about the lawsuit that terminates the employment contract and assesses the degree of adherence to constitutional guarantees that protect the rights of the litigants. Explain the role of judicial oversight in terminating the employment contract for economic or technical reasons. And explain if the Jordanian Constitution and the Labor Law are in line with judicial oversight.

2. Literature Review

2.1 Previous Studies

First: Al-Thaniyat, Nayel (2018) witnessed the judicial oversight of the termination of the employment contract due to economic circumstances, master's thesis, Mu'tah University, Jordan: This study dealt with the issue of judicial control over the termination of the employment contract considering the occurrence of economic conditions that prompt the institution to terminate the employees' contracts. This study differs from my research in that it addresses the extent of compliance with the constitutional guarantees related to the termination of the employment contract for economic or technical reasons.

Second: Mithani, Ahmed Fathi (2021) Termination of the employment contract for technical reasons or economic loss in accordance with the Palestinian Labor Law No. 7 of 2000, Master's thesis, An-Najah National University, Palestine: This study dealt with the reasons for terminating an employment contract for economic or technical reasons, explaining the concept of these cases and the manifestations of these reasons, and the case of terminating contracts under the pretext of dismissal, force majeure, or resignation. This study differs from my research in that it deals with constitutional guarantees related to defence rights.

2.2 First Topic: The Nature of the Termination of the Employment Contract for Economic and Technical Reasons

Terminating the employment contract in normal circumstances may not be a matter of concern for the employer or the worker, as it is conceivable that disputes will arise between the two parties to the contract that would require the termination of the employment contract. It may be in accordance with the cases specified by the Jordanian legislator that allow either the worker or the employer to terminate the employment contract without notice according to Text of Article (28) and Article (29) (Jordanian Labor Law, 2023). However, in the event of exceptional circumstances arising, such as economic loss or technical reasons, which would affect the financial interest of the employer or may expose him to insolvency or bankruptcy, the Jordanian legislator, within specific cases, permitted the termination of the employment contract. Otherwise, he would have abused his rights. Therefore, it is necessary to explain the concept of terminating the employment contract for economic and technical reasons and then explain the procedures for requesting termination of the employment contract for these reasons so that we can later explain the constitutionality of appealing these procedures. Therefore, this research will be divided into two themes, as follows:

2.2.1 First Theme: The Concept of Terminating an Employment Contract for Economic and Technical Reasons

The Jordanian legislator explained that the employment contract is “an explicit or implicit verbal or written agreement whereby the worker undertakes to work for the employer and under his supervision or management in exchange for a wage.” The employment contract may be for a limited or unlimited period, or specific or non-specific work Text of Article (2), (Jordanian Labor Law, 2023).

Based on this agreement, a contractual relationship is produced that creates corresponding obligations for each party to the contract. Neither of them may breach his contractual obligations; otherwise, he will be liable for compensation based on the provisions of contractual liability. At the same time, neither of them may breach any legal obligation; otherwise, he will be liable for compensation for the damage he caused based on the provisions of tort liability, for more information regarding civil liability arising from employment contracts (Al-Sanhouri & Abdel-Razzaq, 2000).

However, the employer may not be responsible for the compensation or damage suffered by the worker because of terminating the employment contract due to economic or technical reasons. It is worth noting that the technical reasons for terminating an employment contract are meant to mean “all-new means or methods that can be introduced into the organization, whether regarding methods of production, conduct, or management (Mithani, 2021).

As for economic reasons, it means “the loss that arises as a result of economic or financial difficulties, and these obstacles may be structural or accidental (Fathi, 2013).”

As a result of the economic, technological, or structural developments that emerged due to economic globalization, which resulted in many changes in the labour market, many establishments are exposed to economic conditions. Examples include the loss that may befall the employer, with which he is no longer able to continue employment contracts with all his employees, or because of technical circumstances such as restructuring the facility, merging two companies, using modern machines that reduce the need for manpower, or using surveillance cameras instead of security and guarding workers. Therefore, the employer resorts to reducing the number of his employees.

In conclusion, what is meant by technical and economic reasons together is “a set of objective rules and formal procedures that the employer adheres to request a reduction in the size of the workforce in his facility as a result of an economic crisis, technological transformations, or the result of restructuring the facility (Adou & Najm, 2005).” Technical and economic reasons also mean that they are “circumstances that may occur in work developments related to technical or economic aspects that make it in the employer’s interest to reduce the number of workers (Abu Zeina, 2022).”

Referring to the Jordanian Labor Law, we find that this law has dealt with the case of the employer terminating the employment contract for economic or technical reasons, as explained in Article (31/A) by stating that: “If the employer’s economic or technical circumstances require reducing the volume of work, replacing one production system with another, or completely stopping work, which may result in terminating unlimited-term employment contracts or suspending all or some of them, he must inform the Minister in writing, supported by the reasons justifying this, before taking any action in this regard”. This was confirmed by the Jordanian Court of Cassation in one of its decisions, stating that the employer may, if economic or technical circumstances arise, terminate indefinite-term employment contracts.

The Jordanian Court of Cassation, in its legal capacity, decided by Resolution No. (1969) of 2007, an ordinary body, on December 24, 2007, in extracts from the (qarark) website that: “It is understood from the provisions of Article (31) of the Labor Law that the legislator has permitted the employer to terminate indefinite-term employment contracts if he is experiencing bad economic conditions, or the existence of technical conditions that require reducing the volume of work, replacing production with another, or completely stopping work, provided that the employer informs the Minister of Labor of this to obtain his approval. Whereas it is established from the evidence presented in the lawsuit that the plaintiff worked for the defendant and that the defendant, as an employer, submitted a letter to the Minister of Labor requesting the termination of the contracts of 43 workers and that the defendant did not stop practising her work. Whereas the Minister of Labor used his powers stipulated in Article 31 of the Labor Law and formed a committee to consider the employer’s request. The committee decided to approve the termination of the contracts of only 15 workers, and the plaintiff was not among them, which makes the defendant’s termination of the plaintiff’s work not based on a legitimate reason, and his dismissal is considered arbitrary within the meaning of Article (254) of the Companies Law.

Based on the reasons mentioned above, it can be said that technical reasons are those reasons that may be related to one of the circumstances related to the employer’s desire, such as a merger with another company or restructuring. As for the economic loss, it is beyond the control of the employer, whether this loss is serious or

minor. Based on the text of Article 31 of the Jordanian Labor Law, we can say that economic and technical reasons are the reasons for the termination of an indefinite-term employment contract, either at the will of the employer if it results from technical reasons or beyond his control if it results from economic reasons. The act of termination is lawful and does not require any notification from the worker whose employment contract has been terminated due to an economic or technical circumstance.

2.2.2 Second Theme: Procedures for Terminating an Employment Contract for Economic or Technical Reasons

After we have explained the concept of economic and technical reasons in detail, we cannot explain the procedures for terminating the employment contract for these reasons. The Jordanian legislator clarified the steps that an employer must follow to obtain a legitimate decision authorizing the termination of employee contracts.

First: the employer must have an economic crisis or technical problem that prompts him to terminate the employment contract, provided that these contracts are for an indefinite period.

Second: the employer notifies the Minister of Labor of the termination, and this notice shall be in writing explaining all the reasons and justifications that prompted him to terminate the employment contract. The Jordanian legislator has stipulated that the notice submitted to the Minister be before taking any action regarding the termination (Al-Thaniyat & Al-Jarrah, 2016).

Third: After the notification reaches the Ministry, the Minister of Labor forms a committee consisting of three parties (the worker, the employer, and the representative of the Ministry) to verify the validity and soundness of the employer's procedures and to reach a recommendation regarding them within a maximum period of fifteen days from the date of submitting the notification to the Ministry See the text of Article (31/B) (the Jordanian Labor Law, 2023).

We note that the Jordanian legislator in this regard did not refer to any of the committee's powers or competencies, and this would open the way for it to make many decisions that may not be in the interest of any of the parties to the employment contract, although the legislator stipulated a time limit on this committee, which in turn preserves the rights of the parties and works to stabilize their financial and economic conditions and their legal positions.

Fourth: After the committee prepares the recommendation regarding termination, it submits it to the Minister of Labor, and the Minister is responsible for issuing a decision regarding this recommendation within seven days, whether to approve it or not, See the text of Article (31/C) of the Jordanian Labor Law.

Fifth: Finally, any party who has been harmed by the Minister of Labor's decision has the right to appeal before the Court of Appeal, regardless of the content of the decision, whether it was approved or not.

Given the above-mentioned, the legislator allocated judicial oversight to the decision taken by the minister by granting the aggrieved party the right to appeal, and this is considered one of the most important constitutional guarantees granted to opponents in defending their rights.

2.3 Second Topic: Litigation Guarantees in Cases of Termination of the Employment Contract for Economic or Technical Reasons

Protecting the rights of workers who are subject to termination because of economic or technical reasons is one of the matters that this employer may abuse, and on the other hand, the employer may be harmed by the Minister of Labor's decision not to approve the termination of all or some employment contracts. Based on the existing interests of both parties to the employment contract, the legislator granted them the right to resort to the judiciary to challenge the decision issued by the minister.

The right to resort to justice is extremely important, especially since it includes many implicit rights, including the right to a fair trial and respect for the rights of defence. The Jordanian constitutional legislator included in the Jordanian Constitution of 1952 and its amendments the guarantees of the right to litigation before the courts of various levels and types, as the right to resort to the judiciary is one of the most important rights granted to the Jordanian citizen and cannot be derogated from.

The question that arises in this regard is: Is it constitutional to consider filing an appeal before the Court of Appeal as a court of second instance and not a court of first instance? Is the appeal resolved through scrutiny rather than pleading, meaning that it opens the way for the plaintiffs to defend their rights constitutionally?

To answer this question, this research must be divided into two themes, as follows:

2.3.1 First Theme: The Court Is Competent to Hear a Case Challenging the Termination of the Employment Contract for Economic and Technical Reasons

The judiciary is sublime work, as it is a humanitarian and social mission aimed at establishing justice among people. The judge undertakes the task of examining the dispute between the parties by applying the provisions of

the law that guarantee citizens the right to resort to the courts in all their forms. The Jordanian Constitution of 1952 stipulated in Article 101 that “the courts are open to all and are protected from interference in their affairs. Text of Article (101) of the (Jordanian Constitution, 1952)”.

Article (31/d) of the Jordanian Labor Law stipulates that " the court competent to hear the appeal against the decision issued by the Minister of Labor regarding the termination of the employment contract for economic or technical reasons is the Court of Appeal." According to this text, the Court of Appeal is considered a court of first instance, even though it is a court of second instance (Haroun, 2020).

This is to establish the principle of two-level litigation, as this principle is the scientific translation of the application of this principle, as the method of appeal enables the opponents to hear the dispute before another court that is higher in level than the first court that decides the dispute. To achieve scientific translation with the required accuracy, the appellate judge must have all the powers that a first-instance court judge has, and the appellate judge must also have extensive judicial experience. Finally, the appellate judicial work must focus on the limits of the appeal submitted by the opponents (Al-Aboudi, 2006).

The principle of two-level litigation is one of the most important principles and guarantees for achieving a fair and proper trial. It is the only way that enables the parties to the dispute to re-present the dispute for scrutiny and examination by a judge higher in rank and experience than the judge who heard the dispute for the first time (Al-Maghrabi & Al-Harb, 2022). Therefore, the Jordanian legislator considering the Court of Appeal to be the competent court and considering it a court of first instance is a clear and explicit violation of the Constitution and requires amendment because the right to litigation is a constitutional right that cannot be ignored. The Constitutional Court dealt with such a situation and explained the importance of the principle of two-level litigation by stating that “the right to litigation is an inherent constitutional principle, as it is left to the ordinary legislator to regulate this right, provided that the means are taken into account to ensure its protection and enjoyment and not to detract from it, but rather to enable citizens to exercise their freedoms and rights, including the right to two-level litigation if the subject of the dispute at hand requires that. Otherwise, it would exceed the limits of authorization and violate the spirit of the Constitution, which guarantees that the citizen can fully exhaust all the ways and means that guarantee his rights, including the right to two-level litigation (Explanatory Decision No. (2) of 2013 issued by the Jordanian Constitutional Court and published in the Official Gazette No. (5271) dated 16/4/2013, extracts from the qarar website).

In line with the above, the researcher finds that the text of Article (31/D) of the Labor Law—considering that the Court of Appeal is the competent court to hear the appeal of the lawsuit for termination of the employment contract as a court of first instance—did not indicate whether the ruling issued by the Court of Appeal is appealable or non-appealable, leaving the legislator to do so with general provisions to the extent of the judgment's ability to be appealable, whether with or without permission. However, it must be noted that the Court of Cassation in this case is not a court of second instance, as it is not essentially a trial court or subject matter court but rather a court of law.

On the other hand, the legislator jumping directly from the court of first instance to the court of second instance would neglect the rights of those affected to appeal the minister’s decision. Especially since it does not grant those affected by the administrative grievance against the minister’s decision, but rather it goes directly to the Court of Appeal, as it would have been more appropriate for the legislator to grant this jurisdiction to the Magistrate Court since labour cases are within the jurisdiction of the Magistrate Court, regardless of their value, and then proceed with all methods of appeal.

2.3.2 Second Theme: How to Consider a Case Appealing the Termination of an Employment Contract for Economic and Technical Reasons

Referring to the text of Article 31/D of the Jordanian Labor Law, we find that it obliges the Court of Appeal to examine the appeal through scrutiny to terminate the employment contract for economic or technical reasons and to decide on it within one month from the date of registering the appeal in the court's office. The question that arises in this regard is: Did the court consider this appeal through scrutiny to guarantee the rights of defence guaranteed by the Constitution to the opponents?

Firstly, it must be noted that the Court of Appeal considers the appeals submitted to it either as pleadings or as scrutiny in support of the provisions of Article 182 of the Code of Civil Court Procedure (See the text of Article (182) of the Jordanian Civil Procedure Code No. (24) of 1988, as amended by Law No. (14) of 2023).

Therefore, the Court of Appeal's careful consideration of the appeal submitted to it to terminate the employment contract means that the opponents do not have a lawsuit as a general matter, and its role is limited to reviewing the

case file to ensure that there is no legal violation in issuing the ruling, either by supporting or rejecting it. Therefore, the role of the parties is limited to submitting a statement of appeal explaining the reasons for the appeal and submitting a response statement to respond to the list of appeals. Given that there is no jurisprudence in the source of the text, it is not permissible for the Court of Appeal to deviate from the text of Article 31/d of the Labor Law and decide to hold hearings as a pleading. Accordingly, we can say that the Jordanian legislator in labour law considered the Court of Appeal to be a court of first instance when considering the appeal to terminate the employment contract for economic or technical reasons, in violation of the Constitution, because it examines the appeal through scrutiny and not pleading, due to the absence of the guarantee of the right to defence granted to individuals under the Constitution, and this is due to the following reasons:

First, it is possible that the worker possesses any evidence or proof that proves the opposite of what the employer claims, and he is thus deprived of presenting it. In other words, he is deprived of the right to defence guaranteed by the Constitution, which requires the Jordanian legislator to amend the text and allow the appeal to be heard as a pleading to allow room for opponents to present the evidence and proof they possess.

Second, the second constitutional violation of this article is the lack of the prima facie principle in litigation in general and in detail. It is the basis on which the idea of litigation is based, as the prima facie principle between adversaries means that it is "a principle based on the necessity of each party to the dispute knowing everything that is going on in the existing dispute, whether it is related to requests or defences, the documents that support them, and the various procedures that require adjudication (Hamaden, 2021)." The prima facie principle is considered an important element, as it is one of the guarantees of the right to a fair trial stipulated in the Constitution, and it is inconceivable to judge a person without giving him the opportunity to defend himself before the governing bodies. From this standpoint, the prima facie principle is linked to the rights of defence, as they represent two inseparable concepts (Al-Joumi, 2011). Whereas, based on this principle, it is possible for either party to respond to the other's allegations, prove the opposite, and at the same time respond to the committee's decisions. However, all of this is not possible considering the text of Article 31/d of the Jordanian Labor Law, which stipulates that the appeal should be decided through scrutiny.

3. Research Methodology

3.1 Methods Are Used

The descriptive analytical approach, where the constitutional and legal texts related to the termination of employment contracts in Jordan were described and analyzed. Analysis of data collected from interviews. The case study approach was based on the analysis of specific issues related to the termination of employment contracts for economic and technical reasons in Jordan. In fulfilment of the intended purpose of this research, the descriptive approach will be followed for the purposes of describing the extent of the existence of constitutional guarantees for terminating the employment contract in Jordan and the analytical approach to analyze the legal texts related to the subject of the research.

3.2 Data Collection Tools and Methods

You can use the following tools and methods to collect the data required for this research: Desk Research: Legal sources: analysis of the Jordanian constitution, Jordanian labour law, companies and bankruptcy laws, and related regulations. Legal literature includes an examination of books, articles, and prior research. The study focused on the topics of constitutional guarantees and workers' rights. Also, interviews:

Legal Professionals: Interview law professors, judges, and attorneys specializing in labour law. Government Officials: Interviews with Ministry of Labor officials and relevant government agencies to obtain their views on current legislation and its application.

Case study analysis of legal issues: To determine how to apply the law and constitutional guarantees, we analyzed previous legal cases in Jordan about the termination of employment contracts for economic and technical reasons.

Using these tools and methods, the researcher can collect comprehensive and reliable data that enables him to analyze in depth the issue of constitutional guarantees for terminating employment contracts for economic and technical reasons and provide practical recommendations to improve legislation and protect workers' rights in Jordan.

Then perform a statistical analysis: Statistical data: We collect and analyze statistical data from government institutions and labor organizations on cases of termination of employment contracts and their reasons.

3.2.1 Laws: The Jordanian Constitution of 1952 and its amendments, The Jordanian Labor Law No. (8) of 1997, amended in 2023. And The Jordanian Civil Procedure Law No. (24) of 1988, as amended by Law No. (14) of 2023.

3.2.2 Decisions: The Jordanian Court of Cassation, in its legal capacity, decided by Resolution No. (1969) of 2007, an ordinary body, on December 24, 2007, in extracts from the Qarark website that: Explanatory Decision No. (2) of 2013 issued by the Jordanian Constitutional Court and published in the Official Gazette No. (5271) dated 16/4/2013, extracts from the Qarark website.

4. Results

At the end of this research, which addressed the availability of constitutional guarantees related to the termination of the employment contract for economic or technical reasons, it became clear to us that there were many constitutional violations that needed to be corrected, and accordingly, a set of results and recommendations were reached as follows:

A set of results were reached, namely: The employer may terminate the indefinite-term employment contract in the event of an economic crisis or technical problem after notifying the Minister of Labor thereof. Any party to the employment contract may appeal the decision issued by the Minister of Labor, whether approved or not. The Jordanian legislator made the Court of Appeal competent to hear the appeal of termination of the employment contract for economic or technical reasons and considered it a court of first instance. The Jordanian legislator obliged the Court of Appeal to consider the appeal submitted to it through scrutiny, and it is not permitted to consider it through pleading. Thus, the opponents were deprived of the right of defence guaranteed by the Constitution. The text of Article 31/d of the Labor Law is contrary to all constitutional principles that guarantee fair trial guarantees.

Constitutional and Legal Framework: The paper identifies the key constitutional provisions in Jordan that protect workers' rights, focusing on the right to work and the protection against arbitrary dismissal. The Jordanian Constitution emphasizes the importance of economic and social rights, including fair labour practices.

The Jordanian labour law provides specific regulations concerning the termination of employment contracts for economic and technical reasons. Before such terminations can occur, it mandates certain procedural safeguards and conditions.

Notification and Consultation: Employers are required to provide advance notice to employees and, in some cases, consult with employee representatives or trade unions before terminating contracts for economic or technical reasons.

Government Oversight: Certain terminations require approval or notification to the Ministry of Labor, ensuring an additional layer of oversight to protect workers' rights.

Economic and Technical Grounds: The paper examines what constitutes valid economic and technical reasons for termination, such as financial distress, technological changes, or restructuring needs. It highlights the need for clear and objective criteria to prevent misuse.

Judicial Interpretation: Analysis of case law demonstrates how Jordanian courts interpret and apply these criteria, often emphasizing the need for a balanced approach that considers both the employer's and employees' interests.

Comparative Analysis: The study compares Jordanian legislation with international standards and practices, including conventions of the International Labour Organization (ILO) and labour laws from other countries. This comparison shows areas where Jordanian law aligns with or diverges from international norms.

Best Practices: We make recommendations based on best practices observed in other jurisdictions, suggesting reforms to enhance worker protection while maintaining economic flexibility for employers.

Impact on Workers and Employers: Workers' Protection: The paper finds that, while there are robust legal protections in place, their practical implementation can sometimes fall short. The paper identifies challenges such as worker lack of awareness, insufficient enforcement, and bureaucratic inefficiencies.

Employer's Perspective: From the employer's viewpoint, the paper discusses the challenges of adhering to these legal requirements, especially in times of economic hardship. It suggests that while protections are necessary, there should also be support mechanisms for businesses to ensure compliance without excessive burden.

5. Conclusion

The paper concludes that, while Jordanian legislation provides a substantial framework for worker protection in the context of economic and technical terminations, there is room for improvement. By adopting best practices from international standards and ensuring robust enforcement and support mechanisms, Jordan can enhance the balance between protecting workers' rights and supporting economic flexibility for employers.

6. Recommendations

We recommend the following:

- 1) Amending the text of Article 31/D of the Labor Law to make the litigation at two levels and granting jurisdiction to consider the appeal to the Magistrate Court until it is appealed before a higher court to dedicate the principle of two-level litigation.
- 2) We recommend considering the appeal of termination of the employment contract for economic or technical reasons through pleading and allowing the opponents to present evidence, defences, and objections.
- 3) We recommend that the Jordanian legislator review the text of Article 31/D to consider all the constitutional violations contained in this paragraph, which waste many of the rights guaranteed by the Constitution.
- 4) Legal Reforms: Suggestions include refining the legal definitions for economic and technical reasons, enhancing procedural safeguards, and ensuring better alignment with international standards.
- 5) Enforcement and Support: Strengthening enforcement mechanisms and providing support to both employers and employees through training, awareness programs, and legal assistance.
- 6) Balance and Fairness: Emphasizing the need for a balanced approach that protects workers' rights while considering the legitimate needs of employers to adapt to economic changes.
- 7) These findings provide a comprehensive understanding of the constitutional guarantees in Jordanian labour law and offer a roadmap for potential reforms to strengthen these protections.

7. Contribution

To conduct an examination of constitutional guarantees, one must first research the Jordanian constitutional texts that safeguard employees' rights and then ascertain how these texts might offer protections against the technical and economic grounds for the termination of employment contracts. Analyzing the conformity of existing legislation with constitutional guarantees entails assessing Jordanian laws and regulations pertaining to termination of employment contracts.

Considering comparable situations abroad: to find out how good Jordan's promises are, we're comparing the country's laws against those of other nations. To further protect workers' rights and find a middle ground between employers' and workers' interests, we propose amending Jordanian laws.

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