

The Impact of Worker Infectious Disease on the Employment Contract in Jordanian Legislation

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Abstract

The study aims to identify the impact of worker infectious disease on the employment contract in Jordanian legislation in terms of the meaning of infectious disease and its types (chronic or temporary), without considering it a work injury when that happens inside or outside the workplace. In addition, it discusses the rights and obligations of both parties. The study used the descriptive analytical approach to discuss Jordanian labor and civil law provisions. The study revealed that the Jordanian legislator did not enact special laws appropriate for this type of disease. It did not adopt any apparent mechanism to protect the two parties of the contract or any other resilient provision and consequences that cope with worker's infection. The researchers came up with several results, the foremost of which are: The Jordanian legislator did not pay any attention to the infectious disease that the workers might contract in terms of rules relevant to such type of disease or to secure any warranties for laborer and employer. The study proposed numerous recommendations, the foremost of which is the need to have a resilient applicable mechanism to protect both parties of the contract in case of an infectious disease. The mechanism should also consider the possibility of working from a distance and assign a fund for infectious disease cases to care for workers and employers.

Keywords: Contract Amending, Contract Termination, Infectious Disease, Work from Distance, Work Injury

INTRODUCTION

According to labor contracts and Jordanian legislation law, the employer has to secure all means of safety in his establishment and all that is needed to enable the worker to abide by his commitments. This includes machinery maintenance to avoid any harm. The law also dictates that the employer has to guarantee personal protection means and protection for workers from work dangers and injuries by providing safety clothes, glasses, gloves, shoes, etc., and instructions for use. The worker should be informed about the risks of the job in advance, and the prevention means he needs to take. Medical aid should also be provided to protect the environment from pollution of all its types and to provide all that is needed to protect the worker from any harm within international standards. Determining test methods and selections to control these standards and taking the necessary measures to protect the workers from fire, explosions, storing any inflammable dangerous materials, or dealing with them should be considered. Before the medical checkup, nobody is allowed to guarantee that he is healthy and fit to practice such a job. If the employer violates such things, the Minister has the right to close the establishment or workplace.

The Jordanian legislator specified work injuries the employer is held accountable for concerning a medical report. The injuries include work and road accidents and professional diseases. The current study mainly examines workers' infectious diseases and their impact on employment contracts. It is noted that work injuries were taken care of by labor and social security legislation.

Statement of the Problem

Work and social security legislations provide sufficient legal protection for workers against work injury, indemnity, and other consequences. However, work injury caused by infectious disease and its impact on limited and non-limited contracts, besides the consequential results, was not tackled by any legislation. In addition, the legislation did not deal with the mutual obligations between employers and workers besides the protection of the rights of both. The Jordanian legislation instituted special rules that, in essence, handle workers' indemnity for injuries resulting from the risk of the occupation. As for worker's contract of an infectious disease, the

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legislation did not take it systematically. The problem raised is related to injury and illness that result from work. However, the contagious disease is not part of the employer's responsibility because it is neither related to work nor caused by it.

Significance of the Study

Infectious disease is one issue that triggers disputes between employers and workers because its causes are difficult to determine. Suppose the worker contracted it during work; will he be entitled to indemnity? What is its impact on the work contract? The significance of this study lies in its discussion of the infectious disease caused by work and its impact on work contracts, which was not tackled by the Jordanian legislator in work or civil laws. The study will deal with types of infectious diseases not caused by work to confirm liability to the employer for that. It will also discuss the range of commitment of the employer to deal with this issue.

The study has a theoretical and practical significance because it is one of the rare studies tackling infectious disease's impact on employment contracts. Thus, it will help solve disputes and problems related to workers' contagious disease and its consequences.

Objectives of the Study

The objectives might be outlined in the following:

Identifying infectious disease that the worker might contract, but not considered work injury or resulting from it and its impact on definite and indefinite durations of time.

Highlighting the employer's responsibility towards this type of disease.

Identifying worker's right to sick leave.

Determining worker's rights in the event of injury.

Liability of employer about medication and indemnity.

Determining the rights of each contracting party in the event of contract violation or worker's reinstatement.

Study Limitations

The limitations are:

Object limitations: This examines the legal status of a worker's infectious disease and its impact on employment contracts according to Jordanian legislation and the contract in Jordanian labor and civil laws.

Time limitations: This covers worker's rights for the definite and indefinite duration of time by Jordanian labor law and its impact on this contract in the event of a worker's contraction of an infectious disease.

Space limitations: This examines the impact of workers' contraction of an infectious disease on contracts subjected to Jordanian labor law.

STUDY METHODOLOGY

The descriptive analytical approach was adopted to compare provisions of Jordanian laws to others concerning resolutions issued by the court of cessation relevant to the issue.

Study Concepts

The concepts are as follows:

Workplace accident: This injury results from a sudden accident that occurs during work when an external force causes damage to the worker.

Road accident: This includes any accident that happens to the worker on his way to work or on the way back, pending that the coming and going trip was without stop or diversion from the regular road.

Occupational disease: This includes every disease that only working people usually contract when the diseased is one of those doing that work. In other words, occupational diseases are those the worker contracts because of the work environment or surrounding circumstances, due to circulation of the used material, or exposure to its radiation.

LITERATURE REVIEW

Quite a few studies tackled the issue of indemnity for occupational diseases, but they did not handle the problem of infectious diseases. They just identified the types of these diseases, meaning, conditions, and indemnity. They were not concerned with infectious diseases resulting from occupation. Therefore, this study came to fill the gap in the Jordanian legislation about this disease that the worker contracts and its impact on the work contract.

The foremost among these studies are the following:

The study of Qadi, Rami, and Salah, Feheid (2010) entitled “Work Injuries and Indemnity” tackled, in three chapters, the issue of work injuries and indemnity for work-committed mistakes.

In the study by Harbi, Hasan (n.d) entitled “The Legal Concept of Work Injury: A Comparative Study between the Saudi and Egyptian Legislation,” the author tackled the following issues: In the preliminary chapter, he discussed the emergence and development of employer’s insurance of work injury; in the first, he discussed historical development of work injury insurance; in the second, he discussed the general principles of work injury insurance and occupational diseases; in the third, he discussed accrued indemnity.

In the study by Zaki, Mahmoud (1998) entitled “Guarantees of Occupation Dangers in the Egyptian Law: A Comparative Study,” the researcher tackled the range of employers' liability towards occupation dangers and worker’s protection from occupation dangers, besides indemnity rules.

The study by Serhan and Adnan (2014) entitled “Worker’s Guarantees for Work Injury Indemnity” tackled five topics: first, the researcher tackled worker’s spontaneous indemnity according to labor law rules. In the second, he discussed securing optimal indemnities and privileges for the worker following special rules of pensions and social security laws. In the third, he discussed securing full indemnity against a worker’s injury by general laws that guarantee harmful acts in civil transactions law. The fourth topic sheds light on combining legal indemnity for work injuries, and the fifth highlights workers’ guarantees for indemnity in the Emirates law.

This study differs from the previous ones because it tackles the issue of infectious diseases, which are not caused by work that the worker might contract, in addition to the employer’s liability and the legislator's decline to intervene to regulate this type of injury and 145 impacts on the work contract. The study provides solutions for the problems and queries reviewed from a legal perspective. The study concluded with results and recommendations.

Study Division

This study is divided into two topics with two requisites for each as follows:

First topic: Nature of infectious disease and the difference between work injury and employer’s liability.

The topic is divided into two requisites.

First requisite: Nature of the infectious disease and how it differs from work injuries.

Second requisite: Employer’s liability.

Second topic: Impact of infectious disease on work contract and its two requisites.

First requisite: Impact of temporal infectious disease on work contract.

Second requisite: Impact of infectious disease on work contract.

The final section of the study includes a conclusion and recommendations.

First Topic: Nature Of Infectious Disease and Its Difference from Work Injury and Employer's Liability.

In this part of the study, the researcher tackled the nature of infectious disease and the difference between it and work injury in addition to employer's liability. The first requisite differentiates the disease from work injury, while the second requisite tackles the employer's liability.

First Requisite: Nature Of Infectious Disease and Its Difference From Work Injury

Nature Of the Infectious Disease

Diseases surround humans at all times and in all places. Viruses, parasite germs, bacteria, or fungi might cause them. They are transmitted to humans in multiple ways and shapes, such as through air, water, contact, food, or animals.

Diseases are of different types: infectious that might be simple, acute, or dangerous and might turn into an epidemic. These diseases are dangerous because they spread very fast among people. An example of that is Corona 19 virus. What aggravates the situation is that some of these infectious diseases might be deadly, especially in the absence of medication.

Some of the dangerous infectious diseases are the following:

COVID 19 Virus

This virus attacks the lungs, causing acute pulmonary infection. In advanced cases, it causes shortness of breath, which ends up with respiratory failure that eventually leads to death. This disease is transmitted from one person to another through coughing, cough spray, cough-polluted drops, sneezing, or touching services polluted with this spray.

Human Immunodeficiency Virus (HIV).

This is a virus that attacks the immunology system in the body, disrupting its function. This leaves the human weak with no power to defend itself. It is one of the viral diseases caused by human immunodeficiency. It is severe and threatens human life. The disease is transmitted from one person to another through blood transfusion, sexual intercourse, or sharing an injection with an infected person or from the infected mother to her embryo or infant.

Tuberculosis

This disease infects the lungs or the digestive system in general. Saliva drops of an infected person transmit this to another through coughing or sneezing.

Malaria

This is one of the most dangerous infectious diseases caused by malaria parasites. It is transmitted by mosquitoes, which attack red blood cells, thus transmitted via blood, through injection, or from pregnant to her embryo.

Enterovirus D (EVD) = Ebola virus

It is a dangerous viral disease that ends with death. It is transmitted via blood, body fluids, polluted tools, or animals.

Cholera

It is a bacterial disease transmitted to man via polluted water, raw seafood, fruits, and polluted vegetables.

Hepatitis

It is one of the most dangerous infectious diseases caused by a virus that infects liver cells through various means of infection, which might lead to complications that end with death. Bacteria or fungi might also cause this disease. It is transmitted via the mouth, personal hygiene, blood, or injection instruments.

Swine Flu

This disease is caused by a flu virus transmitted by swine or another person. The virus is transmitted via coughing, sneezing, nose or mouth touching, or any polluted office tables at work.

Meningitis

It is an infection that affects the mucous membrane surrounding the brain or the spinal cord. It is caused either by bacteria or viruses. It is transmitted from one person to another via coughing, sneezing, or using the tools of an infected person.

Other infectious diseases, Measles

It is a viral infectious disease that might lead to death. It is transmitted through the spray polluted with the virus. It spreads out into the air via coughing, sneezing, or speech.

Other infectious diseases are Rabies, Dengue fever, yellow fever, Syphilis, Intestinal diarrhea, and Whooping cough. Bacteria, viruses, fungi, parasites, or germs cause all these diseases.

Second: Difference Between Infectious Disease and Work Injury

The following discussion outlines such a difference:

Infectious diseases: These are disruptions caused by tiny organisms such as bacteria, viruses, fungi, or parasites in the human body. These organisms are usually harmful or useful to our bodies, but some might cause diseases transmitted through persons, insects, or animals in certain circumstances.

Work injury: Article (2) of Jordan labor law, the Jordanian legislator defined it as “The injury that occurs during a worker’s performance of his duty or any accident that happens to him on his way to work or on the way back.

The Jordanian legislator defined occupational disease as “The contraction of an industrial disease presented in Table (1), or any infection with occupational injury (shown in Table 2) and annexed to this law.”

By examining provision (2) of work injury definition, one can notice that the law covers the dangers to which the worker is exposed as follows:

Infection with any occupational disease stipulated in the table attached to this law might happen while the worker is doing his work.

Injury that results from an accident at work or because of it.

Injury that results from hard work or exhaustion.

Injury resulting from an accident that affects the insured on the way to or back from work.

The preceding presentation reveals a significant difference between the infectious disease that the worker contracts but has no relation to work, for which the employer is not responsible, and others that result from work, for which the employer will be accountable for indemnity.

The differences between work injury and infectious diseases are numerous. They are outlined in the following:

Injury, to be considered work injury, must result from an accident that occurs to the employer through work performance on the way to his work or on the way back. However, the infectious disease might be transmitted to the worker via bacteria, viruses, fungi, or animals, which has nothing to do with the employer or work.

There is a temporal and spatial connection between the work injury and a causal relationship between the worker’s presence in the workplace and the work time to which the employer is liable for indemnity. But the infectious disease, which might be transmitted to humans at any time in any place, has no connection with work. In this case, the employer is not liable for indemnity to workers infected with this disease.

Work injury can be proved through work, but infectious diseases can be detected by medical checks, which the worker has to take to confirm his health fitness.

Both jurisprudence and legislators defined work injury as any harm that might affect the body due to sudden external influences.

Thus, a work injury is any harm, irrespective of its type, and an external factor might cause that and affect part of the body while doing the work. But the disease develops at gradation, affecting the body as a whole.

Second Requisite: Employer's Liability Towards Contracting An Infectious Disease

Labor legislation determines the range of an employer's commitment toward the worker who contracts a disease or suffers from a work injury. According to article (83) of Jordanian labor law, the first of such commitments is that the worker must have a medical check-up before starting work. The Jordanian legislator put down penalties for violating safety instructions in general. Section (10) of that law forces the employer to notify authorities about injuries and to indemnify workers for occupation and work injuries. It specified the indemnity amount and all rules and relevant regulations besides the employer's liability.

In Jordanian labor law, the legislator did not interfere to protect workers who contracted infectious diseases. The goal behind the medical check-up is to prove that the worker is fit for the job and has no contagious disease. And indemnity is not enough. Due to negligence of general health, the worker does not know that he suffers from diseases; when he started work, he might have, by fraud, concealed having an infectious disease which he did not tell the employer about.

Differences Between Employers and Workers About Infectious Disease

The differences between the employer and worker concerning work injury relate to the following:

The employer is held responsible for not insisting on the medical checkup the worker should have had before starting work.

Difficulty in proving that the injury is caused by work; therefore, the worker who might have contracted Corona from an infected person in the establishment, the employer will be held accountable for such a case.

Proving that the worker contracted the disease and concealed that by fraud.

Employer's liability to treat the diseased.

These differences will be discussed as follows:

The range of employer's responsibility for not conducting a medical checkup.

According to labor law, the Jordanian legislator insists that the employer has to ask for a medical examination from the worker before the latter starts work because, by this, he knows whether his employee suffers from an infectious disease or not. In such a case, the worker is held accountable for infection with that disease.

From the preceding provision, one can elicit that the Jordanian legislator specified certain occupations for which the worker has to conduct a medical examination before starting work. However, this has to be generalized to all professions to detect the worker's health fitness relative to the kind and nature of the work. In this case, the employer will be liable for indemnity for work injury and infectious diseases unless that worker has deceptively concealed the infectious disease he contracted.

Proof of injury

Medical examination for health fitness for work, type, and nature is insufficient for work protection. The Ministry of Labor should authorize a body to issue exceptional work medical reports about a worker's health fitness, history of his psychological health, and medical examination of infectious diseases because such an examination determines the employer's liabilities towards workers.

Disagreement between employer and worker concerning sources and types of injury.

When such a disagreement occurs regarding whether the injury was before or after starting work, the worker's concealment of that by fraud, his negligence of health care, or contracting infection from mingling with workers of the establishment, then the employer's responsibility will be determined accordingly.

Responsibility of employer towards treatment of worker's infectious disease

Jordanian labor law did not specify any liability for employers regarding workers contracting infectious diseases outside injuries determined by the legislator. Health care obligates the employer to ensure necessary medical treatment for the worker who contracts an infectious disease. The treatment includes preventive measures, hospitals, and doctors since the axial point of work is the human.

The Jordanian legislator needs to include in the labor law a mechanism to protect workers with infectious diseases, besides social security law, treatment of the sick, and to secure decent livelihood for the worker and his family, for contagious diseases might be temporal, chronic, curable, or fatal.

Second: The Range of Legislator's Intervention to Protect the Worker Who Contracts Infectious Disease During Work

Life provides us with numerous examples of workers contracting infectious diseases such as (Corona, Tuberculosis, Cholera, Swine Flu, AIDS, Pneumonia, Meningitis, etc.) which often end up with a temporal disease, chronic death, and few healing cases.

The Jordanian legislator did not place any responsibility on the employer towards the worker in such cases about health care, treatment, transference to a doctor or hospital, or providing necessary medical services to the infected.

The legislator did not initiate urgent social protection procedures for the infected either. He did not also offer active measures to identify risks to prevent the spread of infection among workers before or after infections to protect workers, humans, products, and services. Besides suspending or terminating his work, the legislator did not tackle social protection for the worker and his family or the worker's right to health care. It did not tackle the issue of giving financial subsidies or allowing workers to proceed with their work from a distance, nor did it tackle either payment reduction or holidays.

The legislator did not pay the worker who contracted an infectious disease any attention regarding social protection, active measures specifying dangers, or any concern about the contract's future or holidays.

What preceded reveals that the Jordanian legislator should enact legal rules and legislations and put solutions in place to regulate employers' liability towards workers' contraction of an infectious disease that happens during work or is transmitted by other employees in the workplace. The proposed rules should specify legal liabilities to which the employer is held accountable. The following are among these liabilities: Health care, necessary treatment, transference to doctor or hospital, providing essential services, social protection for the worker and his family, taking active measures needed to determine dangers to stop disease spread in the establishment, thus protecting workers, humans, products and the services workers provide.

The legislation should also take necessary measures regarding contract suspension or termination, provide essential financial assistance, wage reduction, holidays, and switching to work from a distance according to the worker's situation about the disease he contracted, being curable, temporal, chronic, or fatal.

Second Topic: Impact Of Workers with Infectious Disease on Work Contract

This topic examines the effect of infectious disease on workers who might contract a disease during work, causing it to stop. The research topic is an infectious disease that does not relate to work injury. Thus, the study excludes typical diseases that the Jordanian legislator has dealt with in article (65) of labor law, which gives workers the right to sick leave for fourteen days a year. This sick leave is fully paid and renewable for fourteen days more upon a report from an authorized doctor whenever the sick is hospitalized. Contracting an infectious or regular disease leads to work contract interruption without affecting the worker's right to wages, without giving any right to the employer to terminate the contract. Suppose the employer terminates the employee's contract. In that case, it will be considered arbitrary termination because, according to section 3/27 of the Jordanian labor contract, the employer cannot terminate the worker's contract during the sick leave period.

This topic will be divided into two requisites:

First requisite: The impact of temporal infectious disease on work contract.

Second requisite: The impact of chronic infectious disease on work contract.

First requisite: The impact of temporal infectious disease on work contract

The employer deals with the temporal infectious disease from which the sick worker might recover as if it were a regular one. The contract is interrupted in this case, and wages for the sick leave period must be paid for by the employer, who cannot fire him or terminate his services during that period.

The procedures taken by the employer are not enough. Therefore, he has to take the following additional procedures:

Take the necessary procedures to prevent the spread of the infectious disease to other workers.

Take the necessary measures to protect humans, products, services, or operations the employer provides.

Provide the infected person with complete services and medications by referring him to a doctor or hospital.

Request the infected worker to do work that does not affect products or services.

Assign a special fund to secure wages for workers in such situations or assign an insurance fund for workers with an infectious disease.

Put a mechanism in place to protect contract parties in cases of infectious disease that might be temporal and curable.

Provisions of the Jordanian labor law did not stipulate any of the procedures needed to be taken if the worker contracts an infectious disease.

Wages can be reduced to protect workers with infectious diseases, or the worker can be given vacation without pay for a certain period through which he might recover. The period given should not be too long to harm the employer. The employer cannot fire the worker, breach the contract, or terminate it during that period.

Article (22) of the Jordanian labor law specifies the cases in which contract termination is permissible. Section (2) of that law stipulates that "If the worker dies or becomes unable to work and that was confirmed by a medical report issued by a medical reference, then the employer can terminate the contract."

Article 3/27 of Jordanian labor law stipulates that the employer cannot terminate the employee's services without a notification sent to him during the annual or sick leave vacation.

Second Requisite: The Impact of Chronic Infection Disease on Work Contract

Among the cases in which it becomes impossible for the worker to implement the contract is whenever illness exceeds the maximum period of leave stipulated in Article (65) of Jordanian labor law. In such a case, the illness is considered chronic, and the employer has the right to terminate or proceed with the contract.

The question might be raised: How can the infectious disease the worker contracted be considered a force majeure or emergency circumstance? Based on these two theories, the disease should be treated before doing anything to work contract.

Article (205) of Jordanian civil law stipulates that "If any exceptional accident occurs unexpectedly, and as a result of its occurrence, the implementation of the contractual obligation, even if it was not impossible, became burdensome for the debtor threatening him with a considerable loss, the court, in compliance with the circumstances and after weighing interest of the two parties, has the right to return the mortgaged obligation to a reasonable extent if justice so requires; any agreement contrary to that is considered null and void.

Article (247) of the same law stipulates that "In the contracts binding for the two parties, whenever any force majeure occurs making obligation impossible to be implemented, the corresponding obligation expires and the contract terminates on its own. If the impossibility is partial, what corresponds to the impossible part expires, and before the partial, the temporal one expires in the ongoing contracts; the creditor in both cases can breach the contract provided that the debtor knows."

Concerning these two articles, the two theories were applied, considering the chronic disease to be a force majeure with which the contractual relationship between the employer and employee would never continue.

What also results from force majeure is the impossibility of implementing or terminating the contract by force of law, and what is in between, in this case, is the impossibility of implementing the contract due to the worker's chronic disease, which makes contract implementation impossible.

One of the cases of the disease is that it exceeds the maximum period of sick leave; in that case, the employer can terminate the contract without any liability. Whenever obligations between the employer and employee become impossible to implement, they refer back to the two theories (Force Majeure and Emergency Theory of Conditions) by which justice can be achieved.

The Force Majeure Theory conditions the following:

The unexpected case: This condition applies to the chronic disease that infects the worker. The Force Majeure Theory conditions presence of an extraneous factor, but that is linked to inability of the worker to practice work and carry out his obligations.

Payment impossibility: The event or the accident should be impossible to pay for, which means that the worker and the chronic disease he contracted result in his inability to meet his obligations.

Absence of any role of debtor in the impossibility of implementation: This indicates that no young man loves to expose himself to chronic diseases or any other disease to free himself from the contract.

The impossibility should be absolute and permanent: The force majeure has to implement the obligation for any ordinary person or worker that is impossible and permanent because the temporal one will never terminate the contract between employer and employee.

In an emergency case, the following conditions must be met:

Exceptional circumstances that make contract implementation impossible, such as when the worker contracts an infectious disease after signing the contract, making implementation impossible.

The accident should be exceptional and unexpected: A Worker's infection with an infectious disease is unpredictable as it is an emergency case. Also, infectious diseases, such as the Corona pandemic, cannot be repulsed and avoided at present.

If the worker is in a state that makes contract implementation burdensome. The emergency circumstance in this case is the worker contracting a chronic infectious disease that leads to exhaustion, making him more susceptible to death.

What preceded shows that when the worker contracts a chronic infectious disease, it leads to an inability to implement the limited or non-limited contract. This amounts to the impossibility of implementation according to theories of force majeure and emergency circumstances.

The impact of possibility leads to the following:

Suspension of implementation of the obligation, which is one of the employer's rights that he might use or not, pending on the case to which the employer and employee have been exposed, waiting for a period that might be longer. Natural disease suspends contract implementation within specific periods and terms. Every worker has the right to a fully paid sick leave for fourteen days every year, based on a medical report from a doctor certified by the establishment. The sick leave can be renewed for fourteen more days, which is fully paid as well, once the worker is hospitalized and proven by a report from the certified doctor of the establishment whose workers are less than twenty.

Contract termination

Based on article (247) stipulated in the general rules of Jordanian civil law, the contract can be terminated due to force majeure.

Article (21/C) of the same law stipulates that “work contract can be terminated in the following cases: death of employee, disease incapacitation, or inability to work in confirmed by a medical report certified by a medical authority) and conclusion that the contracting party’s disability “was caused by and a serious disease was accepted as an excuse for exemption from obligation.”

If it is impossible to terminate the contract by force majeure, it can be terminated by force of law on its own. Since that work contract is one of the contracts of period, its termination can never be retroactive because termination becomes effective as of the date of impossibility, i.e., the presence of force majeure, not from the date of contracting.

Terminating the contract due to impossibility does not entail an obligation of the party on whose side it was fulfilled to indemnify the other party for the remaining period if the contract was for a limited period or the notice period if the contract was not limited.

What counts in this field is the impossibility of implementation by the worker because of the chronic infectious disease he contracted. To terminate the contract, it should be proved, by a medical report issued by a medical authority disclosing, that the disease led to the impossibility of implementation, hence contract termination.

If the contract is terminated, it will be by force of law, which does not obligate the worker to compensate the employer, whether the contract was of limited or non-limited period or even for the notice period.

What preceded reveals that contract termination by force majeure and the impossibility of termination were stipulated in section (C/Article 21) of the Jordanian civil law, which differentiated between three cases: worker’s death, incapacitation by disease, or inability to work.

CONCLUSION

The current study tackled the impact of workers suffering from an infectious disease on work contracts in Jordanian legislation. All labor legislations include sufficient warranties for legal protection for the worker with an occupational injury and what entails from that with regard to consequences and indemnity.

Jordanian legislation did not tackle infectious diseases the worker might contract, nor did it tackle worker guarantees or consequences thereof and the impact on both the contract and indemnity.

The researchers came up with the following findings:

In labor law, the Jordanian legislation did not tackle worker’s rights and the consequences of contracting an infectious disease in limited and non-limited contracts.

In labor law, the Jordanian legislator did not consider infectious disease to be one of the work injuries for which the worker can be indemnified in case of infection.

There is a need to highlight the employer’s liability to specify workers' rights and the impact of contract termination caused by contracting a contagious disease.

RECOMMENDATIONS

The researchers would like to recommend the following:

To consider infectious diseases as injuries, whether they infected the worker at work or because of the environment in general.

To include provisions that specify the employer’s obligations and worker’s rights when contracting an infectious disease. The provisions should be flexible to cope with the contagious disease and allow employers and employees to amend the contract.

To specify the legal impact on contracts, with limited and non-limited periods, whenever there is a case of temporal or permanent contagious disease, besides workers' rights and the possibility of working from a distance in case of workers' injury.

To specify holidays of the worker infected with a contagious disease and to include that in Jordanian labor law.

To create a mechanism to protect two contract parties in the event of an infectious disease.

To assign a fund to secure workers' rights and a work environment insurance fund for infectious diseases.

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