

Research Article

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

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Abstract: This research investigates the juridical consequences arising when employees acquire communicable illnesses and the subsequent impact on employment agreements within the framework of Jordanian law. It elucidates the legal notion of communicable disease, distinguishing its categories into transient and long-term forms, and evaluates their implications for the contractual employment relationship without treating such conditions as occupational injuries, irrespective of whether transmission occurs within or beyond the workplace environment. Furthermore, it explores the mutual entitlements and duties incumbent upon both employer and employee under such conditions. A descriptive and analytical approach is employed, grounded in a systematic review of pertinent provisions contained within Jordanian labour and civil legislation. The examination identifies a substantive legislative deficiency, as there is no dedicated regulatory regime governing communicable diseases affecting employees, nor any explicit determination of their legal consequences for employment contracts, including matters of safeguarding, indemnification, or cessation of employment. The results indicate that Jordanian labour law fails to provide explicit regulation concerning the rights of employees who contract communicable diseases under both fixed-duration and open-ended contracts. Moreover, such diseases are not classified as compensable occupational injuries, even in circumstances where a demonstrable causal connection to the workplace exists. This legislative omission generates considerable legal ambiguity for both contracting parties and disrupts the equilibrium between safeguarding employee interests and preserving the employer's legitimate rights. Consequently, the study advocates for legislative reform to clearly articulate the respective rights and obligations involved.

Keywords: Contract Amending; Contract Termination; Infectious Disease; Work from Distance; Work Injury.

1. Introduction

Within the framework of Jordanian labour legislation, the employer is legally bound to ensure the provision of a secure and appropriate working environment, alongside all requisite facilities that enable the employee to discharge contractual duties effectively. This obligation encompasses the proper maintenance of equipment, the provision of personal protective gear, the communication of occupational hazards, the facilitation of medical support, and the implementation of precautionary measures aligned with recognised international safety standards. Such responsibilities extend beyond conventional labour protection principles, incorporating wider aspects of human security, most notably health and economic security, as they are directed towards preserving employees' physical well-being, financial continuity, and workplace dignity.

Jordanian legal provisions address occupational injuries and professional illnesses for which the employer incurs liability, contingent upon authenticated medical documentation, and inclusive of incidents occurring both within the workplace and during commuting. Nevertheless, the present analysis centres specifically on communicable diseases that may affect employees and evaluates their legal ramifications for employment agreements. Although existing labour and social security frameworks establish protections concerning occupational injuries, they remain substantially deficient in addressing communicable diseases, notwithstanding their significant consequences for employees' health security and economic resilience, as well as their broader implications for public health and social welfare systems.

1.1 Statement of the Problem

Labour and social security statutes establish a comprehensive framework affording workers legal safeguards in relation to occupational injuries, compensation, and their associated implications. Nonetheless, instances where occupational harm arises from communicable diseases, together with their effects on both fixed-term and indefinite employment agreements and the ensuing legal consequences, have not been expressly

regulated within existing legislation. Furthermore, the statutory framework does not adequately articulate the reciprocal duties binding employers and employees in such contexts, nor does it comprehensively secure the respective rights of both parties. Jordanian law has developed specific provisions that fundamentally govern employee compensation for injuries attributable to occupational risks. In contrast, the occurrence of communicable diseases affecting employees has not been addressed through a coherent or systematic legal approach. The central issue thus concerns injuries and illnesses connected to employment; however, communicable diseases are generally excluded from the employer's legal liability on the basis that they are not inherently work-related nor directly caused by occupational activities.

1.2 Significance of Study

Communicable diseases constitute a significant source of contention between employers and employees, primarily due to the complexity involved in establishing their origin and causation. Where an employee acquires such a condition in the course of employment, questions arise as to eligibility for compensation and the consequent implications for the employment contract. The importance of this study derives from its examination of communicable diseases associated with occupational contexts and their effects on employment agreements—an area that has not been expressly addressed by the Jordanian legislator within either labour or civil law frameworks. The analysis further considers categories of communicable diseases unrelated to employment to delineate the extent to which employer liability may or may not be engaged. In addition, it evaluates the scope of the employer's obligations in managing such circumstances. The study holds both theoretical and applied relevance, as it addresses a relatively underexplored dimension concerning the influence of communicable diseases on employment relationships. Consequently, it contributes to resolving legal disputes and practical challenges arising from workers' exposure to such diseases and the resulting contractual and legal outcomes.

1.3 Objectives of the Study

The objectives of the study may be articulated as follows:

- To determine the categories of communicable diseases that an employee may acquire which are not classified as occupational injuries nor attributable to workplace conditions, and to assess their implications for both fixed-term and open-ended employment arrangements.
- To clarify the extent of the employer's legal responsibility in relation to such diseases.
- To examine the employee's entitlement to sick leave within this context.
- To define the rights accruing to the employee in circumstances involving illness or injury.
- To evaluate the employer's liability concerning medical treatment and financial compensation.
- To delineate the respective rights of the contracting parties in cases of contractual breach or the reinstatement of the employee.

1.4 Study Limitations

The limitations are as follows:

- Object Limitations: This study investigates the legal position of an employee's contraction of a communicable disease and its implications for employment agreements within the framework of Jordanian legislation, particularly as governed by labor and civil law provisions.
- Time Limitations: The analysis encompasses employees' rights in relation to both fixed-term and indefinite employment periods under Jordanian labor law, with specific attention to the contractual consequences arising where an employee acquires a communicable disease.
- Space Limitations: The scope is confined to examining the effects of employees contracting communicable diseases on employment agreements regulated by Jordanian labor law.

1.5 Study Methodology

A descriptive-analytical methodology was utilised, involving a comparative examination of the provisions of Jordanian legislation alongside other legal frameworks, with reference to judicial rulings issued by the Court of Cassation that bear relevance to the subject matter.

1.6 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 [1].
- 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 [2].
- Occupational Disease: This category includes all diseases that are typically contracted by workers engaged in specific types of employment, where the affected individual is involved in such work. In other words, occupational diseases are those acquired as a result of the working environment or surrounding conditions, including exposure to hazardous materials, continuous handling of such substances, or contact with their emissions or radiation [3].

2. Literature Review

Quite a few studies have addressed the issue of compensation for occupational diseases; however, they have not engaged with the specific problem of communicable diseases. Their focus has largely been confined to defining categories of occupational illnesses, their legal characterization, and the conditions and mechanisms governing compensation, without extending to communicable diseases arising outside the scope of occupational causation. Consequently, the present study seeks to address a legislative gap within Jordanian law concerning such diseases contracted by employees and their implications for employment contracts. Among the most notable previous works are the following:

The study conducted by Salah [4] examined the issue of occupational injuries and compensation for work-related errors across three main chapters [4]. In the work of Al-Harbi [5] the author addressed several issues, including the emergence and evolution of employer liability for workplace injuries. The first section examined the historical development

of occupational injury insurance, the second analysed the general principles governing occupational injuries and diseases, and the third discussed entitlement to compensation [5]. The study by Zaki [6] explored employer liability in relation to occupational risks, alongside mechanisms for worker protection and the legal principles governing compensation. Similarly, the study by covered five key areas: first, statutory compensation under labour law; second, enhanced entitlements under pension and social security frameworks; third, compensation through civil liability for harmful acts; fourth, the interaction between different legal bases of compensation; and fifth, comparative guarantees within Emirati law [6].

This study is distinguished from the literature in that it focuses specifically on communicable diseases not attributable to employment, examining their legal implications for employment relationships, employer liability, and the absence of legislative regulation addressing such conditions. It further analyses the resulting contractual consequences and proposes legal approaches to address the identified gaps. The study ultimately concludes with findings and recommendations.

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

In this section, the researcher examines the legal nature of communicable diseases and distinguishes them from occupational injuries, in addition to analysing the scope of employer liability. The first element clarifies the distinction between infectious disease and work-related injury, whereas the second focuses on the extent of the employer's legal responsibility.

2.2 First Requisite: Nature of Infectious Disease and Its Difference from Work Injury

2.2.1 First: Nature of the Infectious Disease

Diseases are continuously present in human environments across all locations and time periods. They may be caused by a range of pathogens, including viruses, bacteria, parasites, or fungi. Transmission to humans occurs through multiple routes such as air, water, direct or indirect contact, contaminated food, or animal vectors. Diseases can be classified into different categories, including infectious diseases, which may be mild, acute, or severe, and in some cases may develop into epidemics. These conditions are particularly hazardous due to their rapid transmission among populations. The COVID-19 pandemic represents a clear example of such spread. In certain instances, infectious diseases may become fatal, especially where effective treatment is unavailable. Some of the most serious infectious diseases include the following:

1. COVID 19 Virus: This virus primarily affects the respiratory system, causing acute pulmonary infection. In severe cases, it leads to difficulty in breathing, progressing to respiratory failure and potentially death. Transmission occurs between individuals through respiratory droplets released during coughing or sneezing, as well as through contact with contaminated surfaces or objects.
2. Human Immunodeficiency Virus (HIV): This virus targets and weakens the immune system, impairing its ability to defend the body against infections. It is a life-threatening condition that significantly reduces immune function. Transmission occurs through infected blood, sexual contact, sharing of contaminated needles, or from mother to child during pregnancy, childbirth, or breastfeeding.
3. Tuberculosis: This disease primarily affects the lungs but may also involve the digestive system. It spreads through airborne droplets released when an infected person coughs or sneezes.
4. Malaria: This is a severe parasitic disease transmitted through mosquito bites. The parasite attacks red blood cells and may also be transmitted through blood transfusion, contaminated injections, or from an infected mother to her fetus.
5. Enterovirus D (EVD) = Ebola virus: This is a highly dangerous viral disease with a high mortality rate. It spreads through direct contact with infected blood or body fluids, contaminated objects, or infected animals.
6. Cholera: This is a bacterial infection transmitted through contaminated water, raw or undercooked seafood, and unwashed fruits and vegetables.
7. Hepatitis: This is a serious viral infection affecting liver cells, which may lead to severe complications and potentially death. In some cases, it may also be caused by bacteria or fungi. Transmission occurs through contaminated food or water, poor personal hygiene, infected blood, or shared injection equipment.
8. Swine Flu: This is a viral respiratory infection transmitted between pigs and humans or between infected individuals. It spreads through respiratory droplets, sneezing, coughing, direct contact, or contaminated surfaces, including workplace environments.

- 9. Meningitis: This is an infection affecting the protective membranes surrounding the brain and spinal cord. It may be caused by bacteria or viruses and spreads through respiratory droplets or contact with contaminated personal items.
- 10. Other Infectious Diseases, Measles: This is a highly contagious viral disease that can be fatal in severe cases. It spreads through airborne droplets released during coughing, sneezing, or speaking.

Other infectious diseases include rabies, dengue fever, yellow fever, syphilis, diarrhoeal diseases, and whooping cough. All of these conditions are caused by pathogens such as bacteria, viruses, fungi, parasites, or other microorganisms.

2.2.2 Second: Difference Between Infectious Disease and Work Injury

The following discussion outlines such a difference:

- Infectious Diseases: These are disorders caused by microscopic organisms such as bacteria, viruses, fungi, or parasites that invade the human body. While some of these organisms may be harmless or even beneficial under normal conditions, others can lead to diseases that are transmitted between humans, or through vectors such as insects or animals, under specific environmental conditions [6].
- 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." [7].

The Jordanian legislator defined occupational disease as "The contraction of an industrial disease presented in Table (1) annexed to this law." [7].

Table No. (1)
List of Occupational Diseases Entitling to Compensation

Description of Disease:	
1.	Anthrax
2.	Poisoning by arsenic and its compounds
3.	Poisoning by Asbestos
4.	Poisoning by benzene and its derivatives Poisoning by nitrobenzene or para-amino benzene or their derivatives (tri-nitro-toluene and others, or their compounds)
5.	Poisoning by carbon bisulfide or its compounds
6.	Glassworkers' cataract (Glaucoma)
7.	Cataract (Glaucoma) caused by exposure to the glare of molten or incandescent metal
8.	Ulceration caused by chromium and its compounds
9.	Compressed air disease (Caisson disease)
10.	Dermatitis (Dermatosis) caused by dust or liquids used in industry
11.	Epitheliomatous cancer or ulceration of the skin caused by pitch, tar, bitumen, mineral oil, paraffin, or any compound product of any of these substances or their residues
12.	Poisoning by fluorine
13.	Glanders (Equinia)
14.	Poisoning by lead and its compounds
15.	Poisoning by mercury
16.	Poisoning by manganese
17.	Poisoning by phosphorus or its compounds
18.	Pneumoconiosis (Silicosis)
19.	(Telegraphists' / Operators') cramp
20.	Poisoning by trichloroethylene, ethylene dichloride, or dichloroethylene, or their compounds (Trichloroethylene, Dichloride Ethylene, Trichloroethyl)
21.	Poisoning by antimony and its compounds.
22.	Poisoning by sulfur (brimstone).
23.	Affection by nickel or its resulting complications and ulcers.
24.	Poisoning by carbon monoxide.
25.	Poisoning by hydrocyanic (prussic) acid.
26.	Poisoning by chlorine, bromine, or their derivatives.
27.	Diseases and symptoms arising from radium or radioactive substances or X-rays.
28.	Infectious and epidemic febrile diseases.
29.	Diseases and illnesses resulting from exposure to changes in atmospheric pressure.
30.	Poisoning by petroleum, its gases, or its derivatives and their complications.
31.	Pneumoconiosis. Asbestosis Byssinosis
Description of Process:	
1.	Handling wool, hair, or raw hides and all tasks requiring contact with animals infected with this disease (Anthrax).
2.	Handling arsenic or its preparations or compounds.
3.	Handling or manufacturing asbestos or materials containing it.
4.	(A) Handling benzene or any of its derivatives, or carrying out any process involved in their manufacture or use.

	(B) Handling nitrobenzene or amino-benzene or their derivatives, or carrying out any process involved in their manufacture or use, along with their compounds.
5.	Any process involving the use of carbon bisulfide or its preparations or compounds.
6.	Any glass manufacturing process involving exposure to the glare of molten glass.
7.	Any process that ordinarily involves exposure to rays emitted from molten or incandescent metal during the manufacture of iron or steel, including the reheating and rolling of iron or steel.
8.	Any process involving the use of chromic acid, bichromate of ammonium, potassium, or sodium, or their preparations.
9.	Any process carried out in compressed air.
10.	Any process resulting in dust or liquids that cause dermatitis and skin ulceration.
11.	Handling or using Asphalt, tar, bitumen, stone (shale), mineral oil, paraffin, or any compound product of any of these substances or their residues.
12.	Any process involving the use of fluorine or its preparations or compounds.
13.	Caring for any animal of the equine species infected with glanders and handling the carcass of such animal.
14.	Handling lead or its preparations or compounds.
15.	Any process involving the use of mercury or its preparations or compounds.
16.	Handling manganese or materials containing manganese.
17.	Any process involving the use of phosphorus or its preparations or compounds.
18.	Any process in which silicon dioxide (silica) dust is inhaled.
19.	The use of telegraphic apparatus (telegraph/teleprinter machines).
20.	Any process carried out in the course of manufacturing trichloroethylene, dichloroethylene, or ethylene dichloride, and involving the use of any of them.
21.	The use or handling of antimony or its compounds.
22.	The use or handling of sulfur (brimstone).
23.	The preparation, use, or handling of nickel or its compounds.
24.	Any work requiring exposure to carbon monoxide.
25.	The preparation, use, or handling of hydrocyanic (prussic) acid or its compounds.
26.	The preparation, use, or handling of chlorine or bromine or their compounds.
27.	Any work requiring exposure to radium, any other radioactive substance, or X-rays.
28.	Working in hospitals designated for the treatment of infectious fevers and epidemic diseases.
29.	Any work requiring sudden exposure or work under high atmospheric pressure, or sudden decompression (rarefaction) in atmospheric pressure, or work under low atmospheric pressure for extended periods.
30.	Any work requiring the handling or use of petroleum, its gases, or its derivatives, as well as any work requiring exposure to such substances whether in solid, liquid, or gaseous form.
31.	(A) Any work requiring exposure to freshly generated dust of silica or materials containing silica in a proportion exceeding 5%, such as working in mines or quarries, carving or grinding stone, manufacturing stone abrasives (grinding wheels), sandblasting metals, or any other processes requiring the same exposure. (B) Any work requiring exposure to asbestos dust. (C) Any work requiring exposure to cotton dust.

By examining provision (2) of the definition of work injury, it is evident that the legislation encompasses the risks to which a worker may be exposed as follows:

1. Infection with any occupational disease listed in the schedule annexed to the law, occurring while the worker is performing his duties.
2. Injury arising from an accident at the workplace or therefore thereof.
3. Injury resulting from excessive workload or physical strain.
4. Injury sustained due to an accident occurring during the worker's commute to or from work.

The foregoing analysis demonstrates a clear distinction between communicable diseases contracted by workers that bear no relation to occupational activity—where the employer bears no legal responsibility—and those injuries directly arising from work, for which the employer is liable to provide compensation. The differences between occupational injury and communicable disease are multiple and may be summarised as follows:

- For an event to be classified as a work injury, it must arise from an accident occurring during the performance of work duties, within the workplace, or during the journey to or from work. In contrast, communicable diseases may be transmitted through bacteria, viruses, fungi, or animal vectors, without any causal link to the employer or the nature of the work performed.
- A work injury is characterized by a temporal and spatial nexus with employment, alongside a causal relationship between the worker's presence at the workplace and the harm sustained, thereby establishing employer liability for compensation. Conversely, communicable diseases may be contracted at any time and in any place, and therefore lack a direct connection to employment, meaning

that the employer is generally not liable to provide indemnity for such conditions.

- 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 [8].
- Both jurisprudence and legislators defined work injury as any harm that might affect the body due to sudden external influences [8].

Thus, a work injury refers to any form of harm, regardless of its nature, which may be caused by an external factor and affects a specific part of the body during the performance of work. In contrast, a disease typically develops progressively and tends to affect the body as an integrated whole rather than a localized injury.

2.3 Second Requisite: Employer's Liability Towards Contracting an Infectious Disease

Labour legislation defines the scope of the employer's obligations towards employees who contract diseases or sustain occupational injuries. Under Article (83) of Jordanian Labour Law, one of the primary obligations is the requirement for a pre-employment medical examination to ensure that the worker is medically fit to perform the assigned duties. The Jordanian legislator has also established penalties for violations of general safety instructions. In addition, Section (10) of the same law obliges the employer to report workplace injuries to the relevant authorities and to provide compensation for occupational and work-related injuries. It further specifies the amount of compensation, applicable conditions, and related regulatory provisions governing employer liability.

However, Jordanian labour law does not expressly regulate the protection of workers who contract communicable diseases. The purpose of the pre-employment medical examination is primarily to confirm the worker's fitness for work and to ensure the absence of contagious conditions at the time of hiring. Nevertheless, compensation mechanisms alone are not sufficient to address such situations. In practice, due to limited awareness of general health conditions, a worker may be unaware of an existing communicable disease or may, intentionally or unintentionally, conceal such a condition at the time of employment, failing to disclose it to the employer [8].

2.4 First: Differences Between Employers and Workers About Infectious Disease

The differences between the employer and the worker in relation to work injury can be summarised as follows:

1. The employer's responsibility arises from failure to ensure that the worker undergoes a pre-employment medical examination prior to commencing work.
2. There is often difficulty in establishing a causal link between the injury and the workplace; accordingly, if a worker contracts a disease such as COVID-19 from an infected individual within the workplace, the employer may be held liable in such circumstances.
3. Disputes may arise regarding whether the worker deliberately concealed the disease through fraudulent misrepresentation or whether the condition developed after employment commenced.
4. The extent of the employer's liability in relation to providing medical treatment for the affected worker.

These issues are discussed as follows:

2.4.1 The Scope of the Employer's Responsibility for Failing to Ensure a Medical Examination

Under labour law, the Jordanian legislator requires the employer to request a medical examination prior to employment to ascertain whether the worker is suffering from any communicable disease. In such circumstances, liability may be attributed to the worker if he knowingly conceals the condition. From the foregoing, it may be inferred that the legislator has limited mandatory medical examinations to certain occupations only; however, it is necessary to generalise this requirement across all types of employment to ensure proper assessment of the worker's fitness in relation to the nature of the job. In such a framework, the employer would generally bear liability for compensation in cases of occupational injury and communicable disease, unless fraudulent concealment by the worker is established.

2.4.2 Proof of Injury

A basic pre-employment medical examination is insufficient to ensure full protection in the workplace. It is therefore necessary for the Ministry of Labour to authorise a competent body to issue specialised medical fitness reports, including evaluation of physical and psychological health status as

well as screening for communicable diseases. Such measures are essential in determining the scope of employer liability towards employees.

2.4.3 Dispute Between Employer and Worker Regarding the Source and Nature of Injury

Where a dispute arises concerning whether the injury occurred before or after employment, whether it was concealed fraudulently, whether it resulted from negligence of health precautions, or whether it was contracted through interaction with other employees, liability must be assessed based on the available evidence in each case.

2.4.4 Employer's Responsibility Towards Treatment of Worker's Communicable Disease

Jordanian labour law does not explicitly impose liability on employers for treating workers who contract communicable diseases outside the scope of legislatively defined occupational injuries. Nevertheless, considerations of occupational health and safety require the employer to ensure access to necessary medical care for affected workers. This includes preventive measures, hospital services, and medical consultation, as the human element remains central to the employment relationship. Accordingly, it is necessary for the Jordanian legislator to incorporate a clear legal mechanism within labour and social security frameworks to protect workers suffering from communicable diseases. Such protection should ensure appropriate medical treatment and secure a dignified standard of living for the worker and their dependents, particularly given that communicable diseases may be temporary, chronic, treatable, or fatal in nature.

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

Life presents numerous instances in which workers contract communicable diseases such as COVID-19, tuberculosis, cholera, swine influenza, AIDS, pneumonia, and meningitis. These conditions often result in temporary illness, chronic complications, or in some cases, death, with limited instances of full recovery. The Jordanian legislator has not imposed clear legal obligations on employers in such circumstances regarding healthcare provision, medical treatment, referral to physicians or hospitals, or the delivery of essential medical services to affected workers. Similarly, no urgent social protection mechanisms have been established for infected employees. Preventive and responsive measures aimed at identifying occupational health risks and preventing the spread of infection within the workplace—before or after occurrence—have also not been adequately addressed.

In addition, issues such as suspension or termination of employment, social protection for the worker and their family, the right to healthcare, financial assistance, remote working arrangements, wage adjustments, or entitlement to leave have not been systematically regulated. As a result, workers who contract communicable diseases are not afforded sufficient statutory protection in relation to their health status, income security, or contractual continuity. The foregoing analysis indicates a clear need for legislative intervention within Jordanian law to establish comprehensive rules governing employer liability where workers contract communicable diseases during employment or through transmission within the workplace. Such rules should clearly define the legal responsibilities of employers, including the provision of healthcare, access to medical treatment, referral to healthcare facilities, and essential medical support services.

Furthermore, the legal framework should incorporate broader social protection measures for affected workers and their families, as well as preventive obligations aimed at mitigating risks and controlling the spread of infection within the workplace, thereby safeguarding employees, public health, and the continuity of production and services. The legislation should also regulate employment consequences such as contract suspension or termination, financial assistance, wage adjustments, leave entitlements, and the possibility of remote working arrangements, considering whether the disease is temporary, chronic, curable, or fatal in nature.

2.6 Second Topic: Impact of Workers with Infectious Disease on Work Contract

This topic examines the impact of communicable diseases on workers who may contract an illness during employment, resulting in a temporary suspension of work. The subject specifically addresses communicable diseases that are not classified as occupational injuries. Accordingly, it excludes conventional illnesses already regulated by Jordanian labour legislation, particularly under Article (65) of the Labour Law, which grants

workers the right to fourteen days of fully paid sick leave annually, renewable for an additional fourteen days upon submission of a certified medical report in cases of hospitalisation. The contraction of either a communicable or non-communicable illness leads to the temporary interruption of the employment relationship without affecting the worker's entitlement to wages, nor does it grant the employer the right to terminate the employment contract. If the employer proceeds with termination during this period, such action is considered arbitrary dismissal, as Article (27/3) of the Jordanian labour contract prohibits termination of employment while the worker is on approved sick leave.

2.7 First Requisite: The Impact of Temporal Infectious Disease on Work Contract

The employer treats a temporary communicable disease, from which the affected worker is expected to recover, in a manner like an ordinary illness. In such circumstances, the employment contract is suspended, and the worker remains entitled to receive wages for the duration of the sick leave. Moreover, the employer is not permitted to dismiss or terminate the employee during this period. However, the measures currently undertaken by the employer are insufficient. Accordingly, additional obligations should be implemented, including the following:

1. Adoption of necessary preventive measures to limit the spread of the communicable disease among other employees.
2. Implementation of appropriate safeguards to protect individuals, products, services, and operational activities provided by the employer.
3. Ensuring medical care for the infected worker through referral to qualified physicians or healthcare institutions.
4. Assigning suitable alternative duties to the affected worker that do not compromise production, services, or workplace safety.
5. Establishing a dedicated fund or insurance mechanism to secure wages for workers in such circumstances, particularly in cases involving communicable diseases.
6. Developing a clear regulatory mechanism to protect both parties to the employment contract in situations involving temporary and potentially curable communicable diseases.

Jordanian labour law does not explicitly provide for the adoption of such measures if a worker contracts a communicable disease. In certain cases, wage adjustments may be considered as a protective measure, or the worker may be granted unpaid leave for a defined period during which recovery is possible. However, such periods must remain reasonable so as not to impose undue hardship on the employer. During this time, termination of employment, breach of contract, or dismissal is not permissible. Article (22) of the Jordanian labour 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." [7]. Article 3/27 of the Jordanian Labour Law provides that the employer is not permitted to terminate the employee's services during the period of annual leave or sick leave, nor without prior notification served to the employee.

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

Among the situations in which the performance of the employment contract becomes impossible is where the worker's illness extends beyond the maximum period of leave stipulated in Article (65) of the Jordanian Labour Law. In such circumstances, the condition may be regarded as chronic, thereby entitling the employer to terminate the employment relationship or to proceed in accordance with the applicable contractual provisions. A further question arises as to whether a communicable disease contracted by a worker may be classified as a force majeure event or an emergency circumstance. Based on these legal doctrines, the illness should first be addressed and treated as a primary consideration before any action is taken regarding the employment 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." [9]. 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." [9].

About these two provisions, both theories have been applied in the sense that a chronic illness may be treated as a force majeure event, thereby rendering the continuation of the contractual relationship between employer and employee impossible. One of the legal consequences of force majeure is the impossibility of performance or termination of the contract by operation of law. In this context, the intermediary situation is the inability to perform the employment contract due to the worker's chronic illness, which effectively makes contractual execution unfeasible. One of the cases of the disease is that it exceeds the maximum period of sick leave; in that case, the employer may terminate the contract without incurring any liability. Whenever obligations between the employer and employee become impossible to fulfil, reference is made to the two doctrines (Force Majeure and Emergency Circumstances Theory), through which legal equity may be achieved. The Force Majeure Theory requires the following conditions:

1. The Unexpected Event: This condition applies to chronic diseases affecting the worker. The theory requires the presence of an external factor that results in the worker's inability to perform work and fulfil contractual obligations.
2. Impossibility of Performance: The event must render performance impossible, meaning that the worker's chronic illness prevents him from fulfilling his contractual duties.
3. Absence of Fault by the Debtor: This indicates that the worker does not intentionally contract chronic or other diseases to evade contractual obligations.
4. Absolute and Permanent Impossibility: Force majeure must render performance impossible for any ordinary person in a permanent manner, as temporary incapacity does not justify termination of the employment contract.

In the case of emergency circumstances, the following conditions must be met:

1. Exceptional circumstances that render contractual performance impossible, such as when a worker contracts a communicable disease after entering the employment contract, thereby making performance unfeasible.
2. The event must be exceptional and unforeseeable: Infection of a worker with a communicable disease is generally unpredictable and may be classified as an emergency. Moreover, certain infectious diseases, such as the COVID-19 pandemic, are difficult to prevent or control.
3. The worker must be in a condition that renders contractual performance excessively burdensome. In such cases, the emergency circumstance arises where a chronic communicable disease leads to severe physical exhaustion and may increase the risk of mortality.

The foregoing demonstrates that when a worker contracts a chronic communicable disease, it may result in an inability to perform obligations under either fixed-term or indefinite employment contracts. This situation may therefore be characterised as an inability to perform under the principles 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 [9]. Natural illness results in the suspension of the employment contract for specified periods and under defined conditions. Every worker is entitled to fully paid sick leave for a period of fourteen days per year, subject to a medical report issued by a physician approved by the establishment. This sick leave may be extended for an additional fourteen days with full pay, provided that the worker is hospitalised, and this is confirmed through a report issued by the establishment's certified doctor, particularly in workplaces where the number of employees is less than twenty.

Contract Termination

Pursuant to Article (247) of the general provisions of the Jordanian Civil Law, a contract may be terminated on the grounds of force majeure [9]. 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." [10].

If termination of the contract by force majeure is not feasible, it may instead be affected by operation of law. Since the employment contract is classified as a time-bound contract, its termination cannot have retroactive effect. Rather, termination becomes effective from the moment the impossibility arises, namely from the occurrence of the force majeure event, and not from the date of conclusion of the contract [8]. Termination of the contract due to impossibility does not give rise to an obligation on the party in respect of whom the impossibility occurred to compensate the other party for the remaining duration of a fixed-term contract, nor for the notice

period in the case of an indefinite-term contract [11; 12; 13].

What is decisive in this context is the impossibility of performance on the part of the worker due to a chronic communicable disease he has contracted. For termination of the contract to be valid, it must be established through an official medical report issued by a competent medical authority confirming that the illness has resulted in the impossibility of performing contractual obligations, thereby justifying termination. Where the contract is terminated, such termination occurs by operation of law and does not impose any obligation on the worker to compensate the employer, whether the contract is for a fixed term or an indefinite term, including any notice period. The foregoing indicates that termination of the employment contract on the grounds of force majeure and impossibility of performance is recognised under Section (C) of Article 21 of the Jordanian Civil Law, which distinguishes between three situations: the death of the worker, incapacitation due to illness, or the inability to work [14; 15; 16].

3. Conclusion

This study examined the impact of workers contracting communicable diseases on employment contracts under Jordanian legislation. It demonstrated that, although labour laws provide sufficient legal protection and compensation mechanisms for occupational injuries, they do not adequately address communicable diseases that may affect workers, nor the resulting implications for employment contracts and indemnity. The findings indicate that Jordanian labour legislation does not regulate the rights of workers or the contractual consequences arising from communicable diseases in either fixed-term or indefinite contracts. Moreover, such diseases are not recognised as compensable occupational injuries. This legislative gap undermines key dimensions of human security, particularly health and economic security, by exposing workers to legal uncertainty and potential loss of income without adequate safeguards. Accordingly, the study emphasises the need to clarify the scope of employer liability and to establish a comprehensive legal framework that balances contractual stability with the protection of workers' fundamental rights and interests. Such reform would enhance legal certainty and reinforce the function of labour law as a mechanism for safeguarding human security in the context of emerging health risks. The researchers arrived at the following findings:

1. Jordanian labor legislation does not regulate workers' rights or the legal consequences of contracting communicable diseases under both fixed-term and indefinite employment contracts.
2. The Jordanian legislator does not classify communicable diseases as occupational injuries for which compensation is payable upon infection.
3. There is a need to clarify employer liability to define workers' rights and determine the legal consequences of contract termination resulting from communicable diseases.

4. Recommendations

The researchers would like to recommend the following:

- To recognize communicable diseases as occupational injuries, whether contracted at the workplace or arising from the general working environment.
- To introduce legal provisions clearly defining the obligations of employers and the rights of employees in cases of communicable diseases, ensuring sufficient flexibility to accommodate such conditions and allowing for contractual adjustments between the parties where necessary.
- To regulate the legal effects on both fixed-term and indefinite employment contracts in cases of temporary or permanent communicable diseases, including clarification of workers' rights and the possibility of remote working arrangements where applicable.
- To explicitly define sick leave entitlements for workers affected by communicable diseases and incorporate such provisions into Jordanian labour law.
- To establish a structured mechanism aimed at protecting both parties to the employment contract in the event of communicable disease outbreaks.
- To create a dedicated fund to secure workers' rights, alongside an occupational health insurance scheme addressing risks associated with communicable diseases.

5. Vitae:

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