

NOTICE 519 OF 2011**ANNEXURE**

TAKE NOTICE THAT the National Textile Bargaining Council ("the NTBC") has applied to the CCMA for a determination in terms of the said section 62 of the Labour Relations Act, 1995 ("the LRA")

- (a) that the Workforce Group (Pty) Ltd ("Workforce Group") and a class of its employees are/were engaged or employed in the textile sector: and
- (b) that the main collective agreement of the NTBC is/was binding on Workforce Group and a class of its employees.

TAKE NOTICE FURTHER THAT the allegations on which the NTBC bases its application are as follows:

1. Workforce Group is a temporary employment service who, as part of its business, places a number of its employees at the exclusive disposal of clients who wholly operate within the registered scope of the NTBC i.e. in the textile industry or sector including at Nambithi Dye House CC, Midlands Weaving CC and Neat Packing CC in Ladysmith.
2. The employees referred to in paragraph 1 renders/rendered an exclusive service to and perform work for the clients referred to in that paragraph and are remunerated by Workforce Group for such service rendered to the clients. The enterprise in which the employees are engaged is exclusively that of the clients. The clients are the beneficiaries of their work and services although the contractual employment relationship is between the employees and Workforce Group.
3. The clients referred to in paragraph 1 all operate wholly within the registered scope of the NTBC and are registered with it as employers.
4. The employees referred to in paragraphs 1 and 2 who perform work for the clients within the scope of the NTBC fall within the registered scope of the NTBC.
5. Workforce Group provides a "temporary employment service" to its clients as defined in terms of section 198 (1) of the LRA.
6. In terms of section 198 (4) of the LRA both Workforce Group and the clients are jointly and severally liable to the employees for any breach of inter alia the main collective agreement applicable in the client's industry. This in turn means that the main collective agreement applicable in the client's industry also applies to employees of a temporary service provider which places its employees in that industry.
7. By virtue of the fact that Workforce Group places/placed the said employees at the clients referred to in paragraphs 1 and 2 Workforce Group and the said employees fall/fell within the registered scope of the NTBC for as long as the employees are/were so placed.

TAKE NOTICE FURTHER THAT amongst the underlying issues that parties, or at least one of them, require the arbitrator to decide are the following issues:

- (i) Whether the businesses/operations of Workforce Group or any part thereof fall within the registered scope of the NTBC;
- (ii) In the light thereof that the registered scope of the NTBC and/or the provisions of the main collective agreement of the NTBC do not specifically include or refer to temporary employment services supplying employees to factories falling within the said registered scope, whether the businesses/operations of Workforce Group, or any part thereof, fall within the said registered scope

solely by virtue of the fact that Workforce Group supplies labour to clients/factories whose businesses/operations fall within such scope, if such fact is proved.

- (iii) If it is proved that temporary employment services, like the Workforce Group, do not supply labour solely to clients/factories falling within the registered scope of the NTBC but also to many other clients/factories falling within other sectors, does such fact exclude the businesses/operations of such temporary employment services from the registered scope of the NTBC as defined in the annexure to the certificate of registration of the NTBC and the main collective agreement of the NTBC, alternatively, is such fact of any relevance to the main issues to be decided and, if so, to what extent.

TAKE NOTICE FURTHER THAT the issues are to be determined under Case No. KNNC 288-11 at the offices of the CCMA, 6th Floor, Embassy Building, 199 Anton Lembede Street (Smith Street), Durban on a date to be determined by the Registrar.

TAKE NOTICE FURTHER THAT any interested party may, within 21 days of date of publication of this notice, make written representations envisaged by section 62 (7) and (9) in relation to the issues to be determined and that such written representations are to be directed to The National Registrar, CCMA House, 20 Anderson Street, Johannesburg, 2001.
