

## **Collective Bargaining Agreement**

**Dated:**

**Pursuant to provisions of Jordanian Labour Law  
No. 8 of 1996 and its amendments**

### **First Party**

- **Jordan Garments, Accessories & Textiles Exporter's Association (J-GATE); &**
- **Association of Owners of Factories, Workshops and Garments (AOFWG)**

### **Second Party**

- **General Trade Union of Workers in Textile, Garment and Clothing Industries (GTUWTGCI)**

This Collective bargaining Agreement (the "**Collective Agreement**" or this "**Agreement**") is entered into on [30/07/2023] between:

### **First Party**

1. The Jordan Garments, Accessories and Textile Exporters' Association (J-GATE); and
2. The Association of Owners of Factories, Workshops and Garments (AOFWG)  
(Hereinafter collectively referred to as "**Employers' Representatives**").

### **Second Party**

General Trade Union of Workers in Textile, Garment and Clothing Industries (GTUWTGCI)  
(Hereinafter referred to as the "**Union**")

Employers' Representatives and the Union are individually referred to as the "**Party**", and collectively as the "**Parties**".

### **Preamble**

Whereas the objectives of the Union, pursuant to the Jordanian Labour Law, include improving employment relationships and working conditions and labour requirements as well as conducting collective bargaining and entering into collective agreements;

Whereas the Employers' Representatives and the Union aspire to ensure continued support from the textile, garment and clothing sector for the Jordanian economy; to improve working conditions and labour requirements in this sector; and to build on previous collective agreements; Taking into consideration the Parties' aforementioned joint interests, applicable laws in Jordan, and the outcome of the Parties' joint dialogue, facilitated by their joint efforts;

The Parties are committed to developing exemplary, stable, and long-term relations between the Parties of production in the textile, garment and clothing sector; encouraging social dialogue and healthy industrial relations, whether at the employer level or sector-wide level; and promoting practices that are in line with internationally-recognised core labour standards;

Whereas the Parties have agreed to enhance and regulate their relations for the benefit of investors and workers alike; and to take part in creating an attractive work environment that leads to maintaining workers' mental, physical and psychological well-being, and to benefiting investors;

The Parties acknowledge the binding effect of this Agreement as a "**Collective Bargaining Contract**" pursuant to the definition stipulated in the Jordanian Labour Law; and that this Agreement is binding on employers and workers in the sector;

### **Therefore, the Parties have agreed to the following: Definitions**

**Ministry:** Ministry of Labour.

**Employer:** Natural or juristic person employing in any capacity one or more persons in return for wages for pay in the textiles and garment industry, whether duly registered with the Jordan Chamber of Industry (or chambers of industry in governorates) or not.

**Sector:** Textile, garment and clothing sector, pursuant to Decision No. (45) of 2022 on the classification of industries and economic activities.

**Worker:** Male or female person, who performs paid work for an employer, and is supervised by the employer.

**Migrant worker:** non-Jordanian person employed in the sector.

**Labour Law:** Jordanian Labour Law No. (8) of 1996 and its amendments, or any law that supplants it.

**Wage:** Fixed wage that a worker is entitled to pursuant to an employment contract, in addition to any sum/entitlements and raises stipulated in this contract; and any other sums/entitlements that are considered to be part of the wage by custom, law, or employer instructions, in addition to all entitlements under the definition of wage pursuant to Decision No. (5) of 2003 of the Law Interpretation Bureau. The Parties acknowledge that the full wage is calculated for social security deductions and any other benefits.

**Enterprise:** Place where workers perform work for the employer.

**Exporting employers in the sector:** Employers in the sector that are exclusively engaged in exporting products and registered with the ILO Better Work Programme.

**Union:** General Trade Union of Workers in Textile, Garment and Clothing Industries (GTUWTGCI).

**Union committee:** Committee elected by workers at one or more enterprises that are specified by governing body of the Union.

**Harassment in the workplace:** Indecent physical or verbal conduct or gesture committed by one or more persons and is intended to engage others in a sexual act or behaviour, and could arise from threats, extortion/blackmail, or intimidation, constituting a flagrant infringement on freedom and dignity.

**Violence in the workplace:** Assaultive/aggressive acts that are likely to result in physical, psychological, sexual, legal, economic, or social harm.

**Discrimination in the workplace:** Distinction, exclusion or preference made on the basis of race, colour, sex, religion, political opinion, national extraction or social origin, which has the effect of nullifying or impairing equality of opportunity or treatment in employment or occupation.

## **Article (1) Parties acknowledgement of Collective Agreement and implementation priority**

- a. Pursuant to Labour Law provisions, including articles (2), (42), and (99), the Parties acknowledge the following:
  - This Agreement constitutes a collective employment Contract (pursuant to the definition stipulated in the Labour Law) for the textile, garment and clothing sector (the "Sector") entered into between Employers' Representatives and the Union.
  - The binding effect of this Agreement on all current and future employers in the sector and their legal successors, including any new purchasers, assignees, to whom the rights and obligations stipulated in this Agreement have been assigned by any means, whereby successors are fully bound to the terms of this Agreement.
  - The binding effect of this Agreement on all workers in the sector whether or not they were members of the Union, pursuant to the provisions of Article 42 of the Labour Law (or any amendments thereto).
- b. Employers are entitled to directly negotiate with the Union to regulate their working environments with the aim of improving the terms of this Agreement or granting workers additional benefits.

- c. In the event of any conflict between provisions of this Agreement and terms of any other contract or agreement, provisions with preferential worker's rights prevail.
- d. Any amendments to this Agreement, or any new sector-specific contracts or agreements between the parties, must be documented and signed by authorised representatives of the Union and the Employers' Representatives and must be deposited with the Ministry.
- e. The Union and the Employers' Representatives have the joint responsibility of managing and enforcing this Agreement, ensuring compliance with its provisions, and raising awareness of contractual terms and implications among workers.

## **Article (2) Workforce coverage**

Subject to the undermentioned provisions of Article (6), the scope of this Agreement covers all workers in the Sector, pursuant to the Labour Law and without discrimination.

## **Article (3) Union membership**

- a. All workers in the sector are entitled to join the Union, and any funds transferred or deposited on behalf of Union members, pursuant to the undermentioned Article (4), are paid to settle due monthly membership fees pursuant to Union bylaws.
- b. The First Party undertakes to grant the Union freedom of access to enterprises to hold meetings with workers in the event of any complaint received by the Union about the implementation of this Agreement or about any other matter relating to labour rights, and hold union committee elections. Such visits are duly arranged in coordination with the employers.

## **Article (4) Union membership fees**

In return for benefits, privileges, and services offered by the Union, employers deduct a sum of 0.5 Jordanian dinars on a monthly basis from the Wage of Workers who have consented in writing to provide support for the Union. Employers shall deposit the amount into the Union's bank account on the 15<sup>th</sup> of every month.

## **Article (5) Wage and other entitlements**

- a. Wages shall be paid at the work site and in the manner agreed upon between the Employer and the worker, which is either by direct cash delivery to the worker, bank cash deposit in the worker's account or by any other electronic payment method agreed upon between the worker and the employer.
- b. The employer shall pay the wage and overtime allowance plus the amounts and increases provided for in this contract and any other sums that have authorized the employer's instructions or are customary or are prescribed by law as part of the wage in addition to all those covered by the concept of remuneration in accordance with Decree No. 5 of 2003 of the Office of Interpretation of Laws within a period not exceeding seven days from the date of entitlement. The employer shall provide all information on remuneration and overtime and any deductions in addition to social security deductions through a detailed wage disclosure provided to the worker and in his or her language.
- c. In respect of incentives due and any other benefits other than those recognized in text A, the employer must pay them to the worker with the following month's salary, the incentive information will be provided through a separate disclosure of the payroll issued and provided to the worker when the incentive is paid.

## **Article (6) Corporate ladder and annual pay raise for workers and supervisors**

- a. Solely for the purposes of Paragraph (b) of this Article, the term "worker" means any person employed in the sector and earns a monthly wage less than 400 Jordanian dinars, whether in cash or a combination of cash and in-kind contributions.
- b. Subject to Paragraph (d) of this Article, the minimum wage for all workers in the sector is set at 230 Jordanian dinars, irrespective of the nationalities of workers.
- c. Annual pay raise: Exporting employers in the sector (and employers that are subcontractors to the exporting employers in the sector) are required to grant all workers (irrespective of their nationality) annual pay increases as per the following:
  - A worker who has completed one or more years of employment is entitled to an annual pay raise of five Jordanian dinars, to be added directly to the worker's wage, and thereafter this increase becomes due on an annual basis for the entire duration of this Agreement.
  - A worker who has not completed one year of employment is entitled to an annual pay increase of five Jordanian dinars once the worker completes one year of employment with the same employer, and thereafter this increase becomes due on an annual basis for the entire duration of this Agreement.
- d. For the purposes of calculating wages of migrant workers in the sector, the Parties have agreed that migrant workers' wages comprise both cash and in-kind components, as follows:
  - The cash component is 130 Jordanian dinars.
  - The in-kind component is valued at 100 Jordanian dinars.
  - The two components are combined together for calculating overtime pay and social security, and any other entitlements under the concept of wage.
- e. In the event that both parties agree to increase the minimum wage during the term of this contract, it will be directly applied to the workers' cash wages. The value of the in-kind wages provided by the employer to the workers will be reconsidered in accordance with the provisions of paragraph (d) above.
- f. Corporate ladder: Within six months from the date of signing this Agreement, the Parties will develop and endorse a corporate ladder structure in consultation with the Collective Contract Committee and the Joint Industrial Relations Council of the Jordanian Garment Sector. The sector-specific corporate ladder sets standards for production line and supervisory jobs, wages, worker promotions, upgrades, performance appraisals, and other issues to be agreed on.

#### **Article (7) Working time**

- a. The First Party is required to install worker time clocks and attendance systems (entry and exist) in order to track and monitor working hours.
- b. All workers are required to punch/swipe their time cards before starting work and upon completion of work.
- c. Employers are required to maintain comprehensive up-to-date payroll and attendance records.

#### **Article (8) Fundamental Rights and Principles at Work**

With the aim of reaffirming and enforcing fundamental rights and principles at work across the sector, the Parties have agreed on the following:

##### **1. Acknowledging the right to collective bargaining, and labour committees**

## **I. Right to collective bargaining and responsibility of the Union**

- a. Pursuant to Article (99) of the Labour Law, the goals of the Union include collective bargaining and entering into collective agreements. In light of this, the Parties acknowledge and recognise the Union's right to collective bargaining and to enter into collective agreements on behalf of workers in the sector.
- b. The Union has the primary responsibility of monitoring compliance with the provisions of this Agreement on behalf of all workers in the sector.
- c. The Union notifies Employers' Representatives and management of its authorised representatives on matters related to the enforcement and implementation of this agreement. These authorised persons include the union president, its regional representative, and enterprise-level members of the Union Labour Committee (as per the undermentioned definition) in every workplace included in this agreement.
- d. The Union has the right to access and use bulletin boards in every workplace included in this agreement in coordination with employer-level management.
- e. Duly authorised union representatives have the right to visit workplaces of employers to ensure compliance with provisions of this agreement, provided that such visits are conducted during business hours in coordination with management.

## **II. Union Labour Committee**

- a. The Union forms a labour committee in every enterprise in the sector. The committee comprises elected members from workers in every workplace, ensuring proportional and adequate representation of different nationalities (i.e., pro rata to the number of workers vis-a-vis different nationalities).
- b. The Union regulates all matters related to the formation and functions of the Union Labour Committee in every enterprise in the sector, including, without limitation, election requirements, the number of committee members, voting, quorum, decision-making mechanism, and documentation of minutes of the meeting.
- c. The Union sets the date of the Union Labour Committee elections in coordination with the employer.
- d. The Union Labour Committee meets with the employer on a regular basis to discuss issues and concerns raised at committee meetings. The committee and management each maintain a copy of the minutes of the meeting.
- e. Employers undertake to grant workers paid working hours for their work with the Union Labour Committee (i.e., the employer is not entitled to deduct from the wages of workers in the event they participate with the committee).
- f. The Union shall represent all workers covered by this contract in a fair and equitable manner, without discrimination between workers due to race, creed, religion, color, national origin, age, citizenship status or disability.

## **2. Eliminating all forms of forced labour**

- a. Regular working hours per week may not exceed (48) hours, and forced labour is prohibited. Overtime work is optional and may not exceed four hours a day. Overtime compensation is paid pursuant to Labour Law provisions.

- b. Workers performing duties during weekly, religious, and other public holidays announced by the Government of Jordan are entitled to compensation pursuant to law provisions.
- c. Excluding renewal of work permits, residency cards, and passport renewal, employers may not withhold workers' passports or any other personal documents for any reason whatsoever.
- d. One month before the end of the contract, employers are required to settle accounts and social security of workers, pay all their financial entitlements, and secure their travel arrangements within a month.

### **3. Prohibiting child labour**

- a. Employers may not employ children or adolescents (anyone under 18 years of age) in any way, ensuring the following measures:
  - Adopting policies to verify the ages of workers before employment.
  - Interviewing workers (in person for Jordanians and through electronic communication methods for migrants).
  - Verifying migrant workers' identification documents.
  - Including clear and strict provisions in agreements with recruitment agencies prohibiting the recruitment of workers below the age of 18.
- b. In the event an incidence of child labour is found at an enterprise, the employer is required to take the following steps immediately:
  1. If the worker is Jordanian, the employer is required to suspend the employment of the worker and provide protection for the worker by notifying the Ministry.
  2. If the worker is a migrant, the employer is required to:
    - Suspend employment of the worker.
    - Provide protection for the worker.
    - Make travel arrangements to transport the worker to the country, and follow up on arrival in that country, in cooperation with the Ministry. The employer is required to pay all expenses of these arrangements.
    - Notify the recruitment agency that had recruited the worker in writing, so it can take necessary measures.

### **4. Eliminating violence, harassment, and discrimination in employment and occupation**

All employers are required to take necessary measures and adopt policies ensuring protection from workplace violence, harassment, and discrimination, and among workers. They are required to:

- a. Promote a work environment free from all forms of violence, harassment, and discrimination by adopting Ministry-approved internal bylaws on the prevention of assaultive/aggressive acts resulting in physical, physiological, and economic harm, as well as on complaint mechanisms in the event any worker is subjected to such acts.
- b. Ensure workers are treated equally, have equal access to opportunities, and are protected from discrimination against any worker on the basis of race, colour, sex, religion, political opinion, social origin, disability, union membership, or participation in union activities.
- c. Workers are required to comply with employer instructions related to enforcement of the terms of their individual employment contracts within the limits that do not expose them to danger, or violate or contravene provisions of this agreement, applicable laws, and public morality.

- d. In the event a person who has experienced workplace violence or harassment files a complaint, the employer undertakes to follow referral procedures stipulated in Better Work Jordan Programme guiding principles and unified standards for response to violence and harassment against workers in the textile, garment and clothing sector.
- e. In cooperation with the Union, the First Party undertakes to print awareness materials with guidelines for measures of protection from violence and harassment in workers' correspondence languages; and organise seminars for workers to raise their awareness of violence and harassment risks, and complaint and referral procedures.

## **5. Enhancing women's role in the sector**

- a. Providing an enabling environment for female workers, and ensuring their equal access to employment opportunities as well as the right to be considered for promotion, job security, and work incentives and benefits.
- b. Ensuring female and male workers have equal pay for equal work.
- c. Prohibiting pre-employment pregnancy tests, particularly for migrant workers, unless legislation in their countries requires these tests, by ensuring that:
  - 1. Pregnancy tests are not required in employment applications;
  - 2. Contracted recruitment agencies are obligated to prohibit pregnancy tests for migrant workers unless legislation in their countries requires these tests.
  - 3. Hiring decisions are not contingent on or linked with the results of pregnancy tests for female job applicants in the sector.
- d. All enterprises covered by the provisions of this agreement must commit themselves not to exclude any female worker during the recruitment phase because of the application of nursery conditions to them.
- e. The employer must keep records showing the names of female workers to whom the provisions of this agreement apply and their wages and provide the Union with (semi-annual reports (every six months) with these lists or any change that occurs thereto.
- f. Nurseries:
  - 1. Employers who employ workers in one location and have at least 15 children aged five or younger are required to provide suitable childcare facilities, supervised and attended by one or more qualified nurses. Employers may establish a shared childcare facility in a single geographic area. Employers must also provide safe transportation for children who meet the criteria (back and forth) if the childcare is provided on the worksite.
  - 2. Priority should be given at the institutional nursery established by the employer to female workers, depending on the capacity specified in the employer's licence.
  - 3. If the employer is unable to provide a childcare facility, despite the employment of a number of workers who have at least 15 children and the age of these children does not exceed the age specified in the day care system, the institution shall comply with one of the following alternatives:
    - The employer may contract one or more nurseries in multiple geographical areas. The worker has the right to choose appropriate nursery from the nurseries contracted by the employer; or

- A worker may contract a nursery of their choice, provided that the employer contributes to the financial cost of each child in the amount of 30 dinars per month. It is the worker's duty to prove to the employer that an outside nursery is contracted that is licensed in accordance with the provisions of nurseries for the care and upbringing of children.
4. A worker has the burden of proving that there is no duplication in the use of the above-mentioned alternatives for a child in the event that the worker and his or her spouse work, with the possibility of recovering the lesser alternative in the event that the worker and his or her spouse are found to have duplicated the above-mentioned alternatives.
  5. All enterprises included in the provisions of this agreement may not exclude female candidates from the recruitment process over their eligibility for nursery services.

## **6. Supporting employment of persons with disabilities**

In order to advance the rights of workers with disabilities and generally improve their working conditions in Jordan's textile, garment and clothing sector, the Parties agreed on the following:

- **The First Party undertakes to set guiding principles for the employment of persons with disabilities in the textile, garment and clothing sector, ensuring the following:**
  - a. Job advertisements, postings and applications may not preclude persons with disabilities.
  - b. Hiring persons with disabilities in accordance with quotas prescribed in the applicable legislation.
  - c. Subject to provisions of Article (21) of the Labour Law, persons with disabilities may not be excluded from work or training by reason of disability; and the continuation of work or training may not be prevented by reason of disability.
  - d. Creating an accessible disability-friendly workplace, acknowledging that this a necessary requirement for enabling persons with disabilities to exercise their rights and liberties.
  - e. In collaboration with the Union, providing persons with disabilities with training on factory-level rights, duties, and responsibilities of workers and employers.
- **The Union will work on:**
  - a. Developing and implementing professional programmes to enable persons with disabilities to join the labour force.
  - b. Planning and implementing extensive awareness and education campaigns to combat stereotypes and misconceptions about persons with disabilities.

## **Article (9) Employment of Migrant, and Jordanian Workers**

Employers should exert reasonable care in employing and recruiting workers, taking into consideration the following:

- a. Employers should contract with recruitment agencies in workers' countries of origin that comply with national laws and employment contracts in force, in line with the unified

employment contract, and provisions of this agreement, as well as internationally recognised human rights, core labour rights and international labour standards.

- b. Recruitment fees<sup>1</sup> may not be imposed on workers during recruitment of employment processes, and the workers may not bear such costs in any way.
- c. The conditions and requirements for recruitment and employment of migrant workers should be clearly specified, intelligible, verifiable, and written in workers' correspondence languages.
- d. Migrant, and Jordanian workers may not be employed or have their contracts renewed outside of the unified employment contract, agreed on by the Parties, and published in the Jordan's Official Gazette (issue no. 5689, dated 17/01/2022, pages 274-303). The unified employment contract should be made available in all workers' correspondence languages, and employers are responsible for providing workers with copies of the contract in their correspondence languages, acknowledging that this is a basic worker right. Before recruitment, a worker should read and sign the unified employment contract, and keep a copy.

#### **Article (10) Occupational Safety and Health**

- a. Employers are required to provide safe work environments by taking necessary measures and precautions to protect workers from dangers and illnesses that could result from performing work and the use of machinery. They are required to provide workers with personal protective equipment, such as clothing, goggles, gloves, respirators, and footwear. Employers are fully responsible for ensuring workplace compliance with legislation on occupational safety and health as well as the safety of equipment and buildings.
- b. An occupational safety and health committee should be formed at every enterprise, pursuant to Labour Law provisions. Committee members are elected/selected by enterprise workers under the supervision of the Union.
- c. Employers are required to provide workers with clean drinking water at no cost workers.
- d. Employers are required to provide workers with adequate space to rest and eat with a sufficient number of seats and tables.
- e. Employers are required to provide workers with lockers adequate for workers' needs.
- f. Sanitary facilities should be kept clean and safe, providing privacy for both sexes.

#### **Article (11) Mental and physical health care**

Subject to regulations or instructions issued by the Ministry, employers are required to provide health care for workers in line with the following:

##### **I. Physical health care.** Employers are required to:

- a. Providing a medical unit in accordance with labor law and the regulations and instructions issued under it. medical staff, including at least one full-time GP with at least one nurse,

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<sup>1</sup> As defined in the International Labour Organisation (ILO) [\*General Principles and Operational Guidelines for Fair Recruitment and Definition of Recruitment Fees and Related Cost\*](#), 2019, ISBN 978-92-2-133354-8 (print), ISBN 978-92-2-133333-3 (web pdf).

to provide appropriate health care and treatment for the purpose of ensuring the health worker's well-being on an ongoing basis. Ensure that clinics offer services during the working time of enterprises.

- b. Maintain records of all worker medical check-ups and tests sorted into individual files for every worker. These records are referred to when conducting periodic medical check-ups for workers to ensure their health.
- c. In emergencies, ensure that medical staff refer workers to medical specialists, without delay. Employers are responsible for the payment of expenses of providing these workers with adequate health care and treatment.
- d. Employers who provide meals to Jordanian workers prior to signing this Agreement shall be obliged to provide these meals and shall not discontinue them for any reason whatsoever. Employers who do not provide meals to Jordanian workers prior to signing this Agreement shall have the option of providing a daily lunch to Jordanian workers, the time and type of which shall be determined by the employer.

**Mental health care.** Employers are required to:

- a. Provide workers with mental health care by referring them to specialist centres in Jordan.
- b. Refer workers at their request to specialist mental health centres in Jordan (or if the mental state of workers requires specialist and advanced services that are not available at the clinics).
- c. Ensure that a worker may not be dismissed due to referral to mental health specialists, pursuant to provisions of this clause, unless a mental health specialist reports that this worker is incapacitated even after being given necessary treatment.
- d. Organise specialised training courses on the importance of mental health and mental health care.
- e. Endorse workplace mental health policy with standard procedures for ensuring factory-level mental health and psychosocial support services, in alignment with the Better Work Jordan Programme.

#### **Article (12) Workplace Literacy and Awareness**

- a. In collaboration with the Union, employers are required to organise seminars, training courses, and workshops on a regular basis to raise workers' awareness and promote workplace literacy.
- b. Employers may not deduct any amount from entitlements of workers over participating in awareness and literacy courses. Participants in these courses are selected by the Union in collaboration with management.
- c. The Union is required to organise literacy training workshops in collaboration with employers on topics and subjects, such as job rotation, absenteeism, workplace ethics, violence, harassment, and other work-related issues.

#### **Article (13) Transportation**

- a. Employers provide free and safe transportation services for all workers (if their assembly points are located more than one kilometre from the premise of industrial areas), to transport them between workplaces and meeting points closest to their places of residence.
- b. Workers are entitled to use these transportation services after completion of regular working time (8 hours).
- c. Employers are required to provide free transportation services for all workers performing overtime duties after regular working time.
- d. Granting Jordanian workers, a transportation allowance if the employer is unable to provide a safe transportation. The transportation allowance shall not be less than 25 dinars per month, depending on the geographical areas and distance travelled.

#### **Article (14) Worker Dormitories**

Employers are required to provide migrant workers with dormitories, in line with the following requirements:

- a. Dormitories comply with the Ministry of Health instructions no. (1) of 2013 on prevention of health hazards related to health risks at workforce housing units, published in the Official Gazette on 01/07/2013.
- b. Employers grant the Union the right to access dormitories to inspect their compliance with health standards, in coordination with management.
- c. Employers ensure that all dormitories have purified drinking water.

#### **Article (15) Creating new jobs for Jordanian Workers and Duration of this Agreement**

- a. Employers in the sector included in this agreement are required to create new jobs for Jordanian workers and train them while encouraging Jordanians with diplomas and university degrees to join the sector in order to reduce unemployment by:
  - Collaborating with government entities, charities, and civil society organisations through career days, job fairs or any other methods, to attract and recruit Jordanian workers in governorates and villages, offering them job opportunities in industrial zones.
  - Collaborating with the Ministry on employment of Jordanians by studying the possibility of opening satellite garment factories in underprivileged areas, and pockets of rural poverty and unemployment.
- b. Training and increasing employment of Jordanians may not lead to terminating the employment of migrant workers.

#### **Article (16) Agreement Management Committee**

Pursuant to provisions of Article (42/A/5) of the Labour Law, the Parties have agreed to form a committee for managing and ensuring implementation of this agreement, to be named "Agreement Management Committee", subject to the following:

- The committee comprises an equal number of representatives of each party (two representatives of each party).

- The committee has the authority and powers stipulated in Article (42) of the Labour Law (or any amendments thereto).
- The committee convenes on a periodic basis to assess compliance with the provisions of this agreement and its effectiveness.

## **Article (17) Conflict resolution mechanism**

In the event of a conflict arising from the implementation, interpretation, and enforcement of this agreement, the following measures are taken:

### **I. Individual labour conflicts**

- Every worker is entitled to file a complaint to the Union Labour Committee, which mediates between the worker and the employer in a bid to settle a conflict amicably.
- If the Union Labour Committee was unable to resolve the conflict within five days, or if the worker did not want to refer the conflict to the committee, Labour Law provisions apply, and the worker is entitled to file a complaint to Wages Authority or magistrates' court, pursuant to applicable laws.

### **II. Collective labour conflicts**

#### **a. Between workers and employer:**

- Conflicts between workers and employers are referred to the Union Labour Committee at the enterprise for an amicable resolution.
- If the Union Labour Committee was unable to resolve a conflict amicably within three days, the conflict is referred to the Agreement Management Committee, which attempts to resolve the conflict amicably resolution within three days.
- If amicable resolution of the conflict was not possible in line with the aforementioned procedures, the Agreement Management Committee notifies the Minister of Labour of the collective labour conflict, and procedures stipulated in Labour Law articles (120-131) for collective labour conflict resolution are followed.

#### **b. Between parties to the agreement:**

- Conflict between parties to the agreement about the interpretation or the enforcement of this Agreement is referred to the Agreement Management Committee.
- If the Agreement Management Committee was unable to resolve the conflict amicably within five days, the committee notifies the Minister of Labour of the collective labour conflict, and procedures stipulated in Labour Law articles (120-131) for collective labour conflict resolution are followed.

The Union represents all workers covered in the Agreement in a fair and equitable manner without discrimination on the basis of race, colour, sex, religion, creed, national extraction, age, citizenship status, or disability.

## **Article (18) Establishing a joint council**

- a. The Parties reaffirm the establishment of "the Joint Industrial Relations Council of the Jordanian Garment Sector". The statute of the council, which aims to advance the sector, was signed on 04/03/2015.

- b. Employers and the Union undertake to name their council representatives within a period of time not exceeding three months from the date of entering into this agreement.

**Article (19) Agreement expiry and duration, and continuity of obligations**

- a. Termination or expiry of this agreement does not affect rights granted to workers pursuant to this agreement. Employers may not in any way prejudice, diminish, or abrogate workers' acquired rights in the sector.
- b. This contract shall come into effect from the date of signing and shall remain in force for a period of three years, starting from 1/1/2025 and for a duration of three years.
- c. This Agreement was issued in four copies, one of which is deposited with the Ministry.

*(Signature page follows)*

The Parties confirm their approval of, and agreement to, the aforementioned provisions of this Collective Agreement for the textiles, garment, and clothing sector. In in witness whereof, this agreement was executed on 10/10/2022 by:

**First Party**

**The Association of Owners of Factories, Workshops and Garments (AOFWG)**

On its behalf: Mahmoud Salman Al Hijjaw

Capacity: President of Association of Owners of Factories, Workshops and Garments (AOFWG)

Signature:

**The Jordanian Garment, Accessories and Textiles Exporters' Association and of Garments (J-GATE)**

On its behalf: Ali Omran

Capacity: Chairman of the Jordanian Garment, Accessories and Textiles Exporters' Association and of Garments (J-GATE)

Signature:

**Second Party**

The General Trade Union of Workers in Textile, Garment and Clothing Industries (GTUWTGCI)

On its behalf: Fathallah Abdelhamid Al Omrani

Capacity: President of the General Trade Union of Workers in Textile, Garment and Clothing Industries (GTUWTGCI)

Signature: